



TOWN OF WAITSFIELD
Special Town Meeting & Selectboard Agenda For
Monday, May 11th, 2026 | 6:00 PM
Location: Waitsfield Village Meeting House
(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) Special Town Meeting — Call to Order: 6:00 PM

The Selectboard warns a Special Town Meeting of the legal voters of the Town of Waitsfield pursuant to the Warning issued March 30, 2026.

1. Call to Order
2. Appointment/Recognition of Moderator
3. 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, July 1, 2026 to June 30, 2031, pursuant to 32 V.S.A. § 3840?
4. 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, July 1, 2026 to June 30, 2031, pursuant to 32 V.S.A. § 3840?
5. Adjournment of Special Town Meeting

II) Selectboard: Call to Order: Following the Special Town Meeting

1. Additions, removals, or modifications to the agenda pursuant to 1 V.S.A. § 312(d)(4)
2. Public forum

III) Regular Business.

1. Treasurer's Report and Status
2. Mad River Path – MOU and Agreement for the Transportation Alternatives Program grant
3. Von Trapp Farm – Temporary Road Closure Request (May 16, 2026)
4. Traffic Ordinance
5. Sand Hauling Bid - Consider awarding contract
6. Belden Clock Fund
7. Infrastructure work
 - a. Entrance to Waitsfield village shops-Bridge Street Marketplace
 - b. Kingsbury Quote – Sidewalk repair work
 - c. Summer work plan road crew
8. Meadow road bridge - RFP for modern design/NBRC Timber for Transit discussion
9. Village Covered Bridge Inspection
 - a. Timeline
 - b. Vtrans Structures Grant?

IV) Consent Agenda

1. Warrant
2. Minutes - 4.27.2026
3. Public festival permits
 - a. Ski and Skate sale
 - b. Summer Sundays on the Green
 - c. Kingsbury Valley Field Days
 - d. Mad Marathon
4. Flemer Field Use
 - a. Sugarbush Polo Club
5. DLL
 - a. Mad Events, LLC 1st Class Restaurant/Bar License, 3rd Class Restaurant/Bar License, Outside Consumption Permit
 - b. The Rider's Outpost, LLC 1st Class License, 3rd Class Restaurant/Bar License, Outside Consumption Permit

V) Town Administrator's Report

VI) Selectboard Roundtable

VII) Proposed Executive Session

The Selectboard proposes to enter executive session for the following matters pursuant to 1 V.S.A. § 313:

1. **Employee Compensation and Benefits** — Pursuant to 1 V.S.A. § 313(a)(1)(B), to discuss employee compensation and benefits. The Board finds that premature public disclosure would place the Town at a substantial disadvantage.
2. **Possible Litigation** — Pursuant to 1 V.S.A. § 313(a)(1)(E), 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.

VIII) Adjourn

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

**TOWN OF WAITSFIELD
STATE OF VERMONT**

**WARNING
SPECIAL TOWN MEETING**
Town of Waitsfield, Vermont
**Monday, May 11, 2026
6:00 P.M.**
Waitsfield Village Meeting House

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

ARTICLE 1

Shall the voters renew the exemption of the Waitsfield Couple's Club Recreation Field from real estate taxes for a period of five (5) years, July 1, 2026, to June 30, 2031, pursuant to 32 V.S.A. § 3840?

ARTICLE 2

Shall the voters renew the exemption of the Mad River Valley Ambulance Service, Inc. facility located at 4177 Main Street from real estate taxes for a period of five (5) years, July 1, 2026, to June 30, 2031, pursuant to 32 V.S.A. § 3840?

Given under our hands this __30__ day of __March__, 2026.

VOTER INFORMATION

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

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

(17 V.S.A. § 2642(b))

SELECTBOARD OF THE TOWN OF WAITSFIELD:

Brian Shupe, Chair _____

Larissa Ursprung _____

Chach Curtis _____

Fred Messer _____

David Babbott-Klein _____



Fred R. Messer

David Babbott-Klein

A true copy. Attest:

Jennifer Peterson, Town Clerk _____

Posted: _____



Because we can - and perhaps should - always take a moment to celebrate our community, I wanted to open this week's report with something simple and beautiful: a photo of our beloved Joslin Memorial Library, graced right now by an extraordinary display of tulips. If you haven't made your way down Bridge Street lately, do yourself a favor. They are not to be missed.

Thank you to everyone I've had the privilege of connecting with over the past two weeks - on topics too numerous to count. It is genuinely one of the best parts of this work.

Peace, York

Mill Brook Crossing — Mad River Path Partnership

The Town and the Mad River Path Association have been working to formalize the partnership structure for implementation of the Mill Brook Crossing Transportation Alternatives grant (TA 26(4)). Two documents are before the Board for review.

Memorandum of Understanding (MOU)

Following prior Selectboard discussion, I drafted an MOU that attempts to reflect what I heard the Board ask for — giving MRP meaningful operational responsibility while preserving the Town's oversight and approval authority. I want to be clear this is my draft and my interpretation of that direction, and I welcome the Board's feedback.

The structure is:

- MRP and their Municipal Project Manager, Jeff Doolittle, P.E., manage all day-to-day project operations — scheduling, engineering coordination, procurement preparation, permitting, budget tracking, and reporting
- The Town serves as grant recipient and fiscal agent, with its role focused on final review, approval, and execution
- All contracts and submissions are signed in the Town's name
- Major decisions — contract awards, design approval, scope or budget changes — require Selectboard action
- MRP cannot commit the Town or submit documents to VTrans without prior written authorization from the Town Administrator

Letter to VTrans

- Jointly signed by the Town Administrator and MRP Executive Director Misha Golfman
- Formally confirms Jeff Doolittle, P.E. as Municipal Project Manager for the grant
- References the MOU as the governing document for the arrangement

I have shared both documents with Misha Golfman and the Mad River Path for their review. As of this report I have not yet had a direct conversation with them about the content, and their feedback is pending. I wanted the Board to see the documents first. Both will require further discussion before finalization. The MOU requires full Board approval; the letter requires Selectboard Chair signature.

Von Trapp Farm — Temporary Road Closure Request

Von Trapp Farm has requested a temporary closure of Common Road from 251 Common Road to north of Palmer Hill Road for approximately one hour on Saturday, May 16th from 9:00 AM to 10:00 AM. The closure would support their 2026 Pasture Turnout Day, an annual celebration marking the opening of the grazing season.

Von Trapp Farm has brought this request to the Selectboard for approval. If the Board is agreeable, I am happy to coordinate next steps with the road crew to ensure appropriate signage and notice is in place ahead of the event.

Traffic Ordinance — Update and Selectboard Action Requested

The Town's Traffic Ordinance is before the Selectboard for adoption. What began as a targeted update to speed limit designations on VT Route 100 has grown into a more comprehensive revision addressing several areas of the ordinance that were outdated, incomplete, or in need of legal grounding. The following summarizes the substantive changes from the prior version.

Route 100 Speed Zones

The most immediate impetus for this revision was the need to update speed limit designations along VT Route 100 through the village, reflecting current VTrans-established speed zone orders and milepoint designations. These changes bring the ordinance into alignment with posted conditions on the ground.

Covered Bridge Weight and Height Limits — Article VIII

The ordinance codifies the posted weight and height restrictions on both of the Town's covered bridges — the Village Covered Bridge (Great Eddy Bridge, Structure #00004) on Bridge Street, and the Pine Brook Covered Bridge on North Road. The 3-ton weight limit and 9'6" height limit on the Village Covered Bridge, posted by the Selectboard following the March 2026 structural inspection, are now formalized in the ordinance. This is an important step — a posted sign without an underlying ordinance provision has limited enforceability. Codifying the limits gives law enforcement clear authority to act on violations.

Covered Bridge Penalties and Damage Recovery — Article X

Article X is the most significant addition to the ordinance and the provision that has required the most deliberation. The Selectboard has been working through the question of what penalty authority the Town actually holds when a vehicle violates a posted bridge limit — and in the case of the covered bridges, potentially causes damage to a historic and irreplaceable structure.

Two versions of Article X were drafted and presented to the Town's legal counsel for review. Version 1 proposed an enhanced municipal penalty structure with fines up to \$15,000 for damage-causing violations. Version 2 aligns with the civil penalty amounts established under Vermont state law — specifically 23 V.S.A. § 1434(c).

Town counsel has reviewed both versions and recommends adoption of Version 2. The recommendation is grounded in Dillon's Rule, the legal doctrine holding that a municipality possesses only those powers specifically granted by the Legislature. While the Town does have a charter, the charter does not currently contain provisions granting Waitsfield the specific authority to impose civil penalties for covered bridge violations exceeding those set by state statute. Pursuing something closer to Version 1 would therefore require a charter amendment — a separate legislative process — before such penalties could be adopted with confidence that they would withstand a legal challenge. Town counsel's written analysis will be available to board members upon request.

What Version 2 Actually Provides

It is worth being clear about what Version 2 does and does not do, because the state statutory penalties — \$1,000 for a first offense and \$2,000 if the violation substantially impedes traffic, with doubling for repeat offenses within three years — are fixed amounts with no officer discretion to issue lesser fines. When a ticket is written under this ordinance, it will be for the full statutory amount.

More significantly, Version 2 preserves the Town's right to pursue full recovery of actual repair and damage costs through civil action, without cap, in the event a covered bridge sustains physical damage. Given the significant cost associated with repairing a historic timber structure of this nature, the civil damage recovery provision is arguably the more consequential protection the ordinance provides. A \$1,000 fine does not begin to address the cost of repairing a damaged covered bridge — but an uncapped civil recovery action does.

Recommended Action

York recommends that the Selectboard adopt the revised Traffic Ordinance, including Version 2 of Article X, at the May 11 Selectboard Meeting. The ordinance as revised reflects the Town's current regulatory needs, is grounded in applicable state law, and provides meaningful enforcement authority for the protection of the Town's covered bridges.

Sand Hauling Bid — Award Recommendation

The town issued a Request for Proposals for sand hauling on March 30, 2026, with submissions due May 6, 2026. Six bids were received, ranging from \$30,000 to \$62,700.

I am recommending the Board award the contract to BMTE at \$10 per yard for a total of \$30,000 — the lowest responsive bid. In addition to price, I reached out to Michelle Redmond, District 6 Director at VTrans, for a reference. She spoke highly of BMTE, noting that VTrans utilizes them regularly and that they are consistently accommodating to project needs.

I am asking the Board to consider awarding the contract to BMTE at this meeting.

Infrastructure Work

Bridge Street Marketplace — Entrance, Parking, and Maintenance

The town received an email from Kellee Mazer of Bridge Street Marketplace raising several issues related to the Bridge St./Rt. 100 entrance area:

1. Entrance condition and jurisdiction — The entrance from Rt. 100 has significant pothole damage. Kellee is seeking clarity on maintenance responsibility, noting that VTrans previously paved into the entrance past the mailboxes. She also flags a manhole cover in the area believed to belong to Waitsfield Telecom and asks whether any written maintenance obligation exists.
2. Parking lot cost-sharing — The Bridge St. Marketplace lot functions as de facto public access to one of the valley's most popular swimming holes, with thousands of visitors each summer who largely assume it is public land. Mad River Path Association (Tom and crew) provides meaningful support with trash and porta-potties, but Kellee notes the lot is expensive to maintain and is formally requesting annual financial contribution from the town.
3. Pocket park path maintenance — The path from the town's pocket park to the back parking area needs stone this summer. Kellee is willing to organize the work if the town can cover it, and suggests folding this into the parking lot conversation.
4. Rt. 100 sweeping and winter debris — Kellee is requesting a timeline for VTrans sweeping Rt. 100 through Irasville, noting they stopped short last year. She is also asking the town to address winter plow debris in front of 4429 Main Street and wants a conversation about snow-pushing practices going forward.

Status and Next Steps

I have been working through these items. On the Waitsfield Telecom manhole cover, I have reached out twice and am awaiting a response. If the Board has a preferred direction for the entrance more broadly, I am happy to take that on. The pocket park is being opened for the season, and I have directed the road crew to place additional staymat on the low areas of the path to the back parking area, which runs through a town-owned easement. On sweeping and debris, VTrans has committed to addressing Rt. 100 — see the Greg Smith correspondence noted elsewhere in this report.

The items that warrant Selectboard discussion are the entrance jurisdiction question and Kellee's request for town financial support of the parking lot. To my knowledge, the town has not historically contributed to lot maintenance. That said, given the significant public use this lot absorbs, it may be reasonable to consider whether some form of ongoing support or formal arrangement makes sense. Kellee has expressed openness to meeting with the Board.

Road Crew — 2026 Summer Work Plan

The road crew has completed their annual drive-around and prepared the 2026 Summer Work Plan. The plan covers drainage, culvert work, ditching, and road maintenance across a range of town roads. Key work includes:

- **Culvert replacements and upgrades** on North Road, Rolson Road, Brook Road, Common Road, and East Road (Raphel Road culvert), including upsizing the Rolson Road culvert from a 2-foot to a 3-foot pipe and replacing a 30-inch culvert by Davies on North Road
- **Ditching and drainage work** on Airport Road, Center Fayston, Old Center Road, Loop Road, Bragg Hill, Bundy Road, Sherman Road, Bowen Road, Trembley Road, and Snowshoe Road
- **Top dressing and road surface work** on River View Road and preparation for paving on Joslin Hill Road
- **Slide work** on Bragg Hill and North Road
- **Gravel pit** road and pit preparation for crushing
- **Miscellaneous items** including a speed limit sign on River View Road, cleaning catch basins on Center Fayston, removing an apron on Palmer Lane, removing shoulders on East Road, and cleaning plow turnaround berms

Palmer Hill Road is flagged as a candidate for more significant work, and we anticipate exploring the state's Grants in Aid program as the funding avenue for that project this year...Yeah!

The crew also flagged one policy matter for Selectboard attention: the Class 3 section of Dana Hill Road should be reclassified to Class 4. The crew notes they are effectively plowing a private driveway, have gotten equipment stuck multiple times, and are incurring unnecessary wear and lost time. They recommend beginning the reclassification process, which would involve notifying the two affected landowners that they will need to arrange private plowing for that segment. The town would continue to handle grading.

VTrans — Main Street Maintenance

Following conversations with VTrans District 6 leadership, I put our Main Street maintenance concerns in writing this spring — specifically the need for scraping, material removal, and storm drain clearing that goes beyond what sweeping alone can address. Greg Smith, District Transportation Administrator, has been responsive and committed, and I am pleased to report that VTrans crews were hard at work on Main Street this past Thursday and Friday.

The broader conversation about Main Street — line repainting, crosswalks, sharrows, and a sustainable long-term maintenance plan — remains ongoing, and I will continue to keep the Board informed as that develops.

Kingsbury Companies — Sidewalk Repair Quote

The town has received an updated quote from Kingsbury Companies, LLC dated April 22, 2026 for sidewalk repair work at three locations in Waitsfield. The total contract price is \$29,034, broken down as follows:

- Mobilization/General Conditions: \$1,670
- Site 1 (Water leak) — Reset curbing, prep and pour new 5" sidewalk, patch pave: \$4,641
- Site 2 (Carroll Road) — New 5" x 5' wide sidewalk from end of existing to wooden walkway: \$1,500
- Site 3 (Across from Town Pond) — Full sidewalk removal and replacement with drainage improvements, insulation, new 8" x 5' wide sidewalk, and entrance repaving with 2" topcoat: \$17,123 + \$2,300
- Traffic control: \$1,800

Ledge removal is excluded. I am bringing this to the Board for consideration and approval.

Additionally, I have asked Kingsbury to put together a separate quote for repair work at the entrance to the Bridge Street Marketplace off of Main Street, which ties directly into the conversation about that corridor elsewhere in this report.

Meadow Road Bridge — Path Forward

The DuBois & King analysis has confirmed what many of us suspected: the Meadow Road Bridge is a candidate for full replacement rather than repair. The question before the Selectboard now is how we want to sequence the next steps.

There is genuine community interest — shared by the Road Commissioner and others — in returning the bridge to a covered structure, as it was historically. York has been in conversation with Miles Jenness of Vermont Heavy Timber about the NBRC Timber for Transit (T4T) Grant Program, which could potentially fund (50%) a covered timber bridge design adequate for emergency responder vehicles. That would be a

remarkable outcome for the community, and we intend to pursue it. A T4T application would likely be submitted this fall, with award timing from NBRC still to be determined.

The practical question is what we do in the meantime. The Timber for Transit program is competitive and its timeline is uncertain. If we wait for a T4T award before beginning design, we risk a significant delay in replacing a structure that is currently load-restricted, in poor condition, and creating real hardship for adjacent landowners and emergency services.

York's loose recommendation is that we pursue both tracks in parallel: submit the T4T application this fall while also issuing an RFP for full replacement design on a conventional bridge. A well-structured RFP — with FEMA cost documentation built in — positions us for reimbursement potential and keeps the project moving regardless of the grant outcome. If T4T is awarded, we adjust course. If it is not, we have not lost a construction season waiting.

The Selectboard's direction on this approach is requested.

Village Covered Bridge — Structural Assessment and Next Steps

On May 5th, the Town Road Crew temporarily closed the Village Covered Bridge at 9:00 AM to pull a limited number of decking boards and allow for a proper inspection of the floor joists — an area that had previously been nearly impossible to assess adequately. Three contractor companies were present for the inspection.

Road Commissioner Charlie Goodman is recommending immediate attention to the three joists closest to Main Street. The proposed interim fix involves adding two supports beneath the two joists that currently lack them. The Road Crew is considering taking this work on themselves. The joists vary in condition — some showing significant rot, others less so.

The larger question before the Board is timing for the fuller repair. Two options are on the table: go out for bids with the goal of completing work this autumn after the leaves fall, or bid this fall for work to be performed in spring 2027. There are potential advantages to both approaches and I welcome the Board's direction.

In parallel, I have prepared a VTrans Structures Grant application to help fund the repair work, with timing of the application dependent on when the Board would like to proceed.

Cemetery Commission — Records Management and IT

The Cemetery Commission has proactively raised an important question about moving their documents to the town's Microsoft SharePoint environment — making them the first board or commission to do so. Their goals are the right ones: town-owned documents, proper security, and clean access handoffs as commissioners turn over. I want to commend Robin McDermott, Valerie, and the commission for thinking carefully about this rather than continuing to rely on personal storage.

Robin, Valerie, and Travis at Rural Solutions connected to discuss the approach, and Travis's recommendation was to set each commissioner up with their own town email address and Microsoft

license to access a dedicated SharePoint folder. My response has been to slow down on that model — not because the Cemetery Commission's needs aren't valid, but because applying individual town email accounts and paid licenses across all of our boards and commissions sets a precedent with real recurring cost implications. I have put a few alternative options on the table, including SharePoint guest access and a town-owned Google Drive approach, and have looped in Rebekah Bakos-Kallgren at VSARA for perspective on how other Vermont municipalities have handled this for volunteer boards. I look forward to reporting back once those conversations develop.

This is a good problem to have — it reflects the town's broader movement toward better records management and cybersecurity hygiene — and I want to make sure we get the policy right before setting a precedent that's difficult to unwind.

Thank you and Peace

York



**TOWN OF WAITSFIELD
MEMORANDUM**

TO: Waitsfield Selectboard
FROM: Steve Lewis, Town Treasurer, Sandra Gallup Assistant Town Treasurer
DATE: April 15, 2026
SUBJECT: FY26 Budget Status Summary Report–March 31, 2026

We are enclosing a Budget Status Summary Report for the General Fund and the Capital Fund 2. Together, these two funds make up the Town Budget that was approved in March of 2025. 91% of budgeted revenue has been received and 74% of expenditures have been paid. Please note that as of March 31st, we are 75% through the fiscal year.

General Fund:

Our revenue is consistent with the budget projections. In addition, we received three previous years grant/reimbursements totaling \$76,900 (July 24 Flood, Flashing Lights grant & BRIC). The Planning Grant also nets another \$38,000. For the three tax installments 94% of taxes were paid on time. In addition, over \$433,000 in property taxes have been paid early on the 4th tax installment. Expenditures are also in line with the budget, although there appears to be substantial savings in healthcare and road department expenditures (see year end projections below).

Cash flow: \$300,000 in Fund Balance was transferred to Paving, Town Garage and Wait House Capital reserves. These were Special Articles that were approved at the March Town Meeting. The Selectboard approved purchasing a \$600,000 certificate of deposit that will mature in June.

Loans-There are no new loans in FY26.

Capital Purchases: A Komatsu bucket loader was purchased for \$179,900. \$131,000 was spent on a International Dump Truck. These purchases were paid for with reserve funds.

Year End Projections:

Revenue – Higher by \$158,000 driven by Interest Income and Grant Revenue.

Expenses – Lower by \$65,000 driven by Road Department Labor, Fayston Winter Agreement, Health Insurance.

Therefore, as of March 31st, revenue is projected to exceed expenditures by \$233,000.

Note: Per the FY25 audit report, as of June 30, 2025, the Unassigned Fund Balance was \$853,046. This exceeds our fund balance policy of retaining two months of budgeted expenditures by \$386,000.

Looking ahead, there are many capital projects such as major bridge and culvert repairs/replacements that will need to be addressed in the very near future. The unassigned fund balance can help provide funding for these capital projects.

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

Town of Waitsfield- Budget Status Summary Report FY26						
Period Ending March 31, 2025 (75% of the year)						
	Budget	Actual - thru 03/31/2026		Projected		Education Taxes
General Fund Revenue	2026	FY2026		Projected	% of Budget	Received
Taxes	\$ 2,311,789.00	\$ 2,006,755.39	\$ 2,311,789.00	100%	\$ -	\$ 5,937,871.08
Town Clerk Fees	\$ 35,000.00	\$ 26,980.30	\$ 35,000.00	100%	\$ -	
Interest Income	\$ 25,000.00	\$ 18,675.09	\$ 38,500.00	75%	\$ 13,500.00	
Beverage Sale Permits	\$ 3,500.00	\$ 2,535.00	\$ 3,500.00	72%	\$ -	
Zoning Income	\$ 11,000.00	\$ 10,149.75	\$ 11,000.00	92%	\$ -	
Act 60 Support	\$ 11,000.00	\$ -	\$ 11,000.00	0%	\$ -	
Penalty Budget Year	\$ 10,000.00	\$ 12,688.70	\$ 10,000.00	127%	\$ -	
Conservation Income	\$ -	\$ -	\$ -		\$ -	
State Aid to Highways	\$ 78,000.00	\$ 60,696.78	\$ 78,000.00	78%	\$ -	
Road Dept Grant Revenue	\$ -	\$ 10,500.00	\$ 10,500.00	0%	\$ 10,500.00	
Road Dept Other Income	\$ 2,000.00	\$ 484.00	\$ 2,000.00	24%	\$ -	
Insurance Claim/Audit Income	\$ -	\$ -	\$ -	0%	\$ -	
Fire Dept - Fayston	\$ 79,120.00	\$ 81,253.69	\$ 81,253.69	103%	\$ 2,133.69	
FD Admin Services	\$ 5,750.00	\$ -	\$ 5,750.00	0%	\$ -	
Traffic Control Income	\$ 5,000.00	\$ 3,079.39	\$ 5,000.00	62%	\$ -	
Dog Impoundment Fee	\$ 150.00	\$ -	\$ 150.00	0%	\$ -	
PILOT Program	\$ 7,000.00	\$ 6,460.93	\$ 7,000.00	92%	\$ -	
Current Use Reimbursement	\$ 135,000.00	\$ 136,724.00	\$ 135,000.00	101%	\$ -	
Delinquent Tax Interest	\$ 18,000.00	\$ 18,391.92	\$ 20,000.00	102%	\$ 2,000.00	
Insurance Reimb Library/Wait House	\$ 6,000.00	\$ -	\$ 6,000.00	0%	\$ -	
Water Operations Reimb	\$ 7,125.00	\$ -	\$ 7,125.00	0%	\$ -	
Planning Grant		\$ 44,811.00	\$ 44,811.00		\$ 44,811.00	
Misc. Income	\$ -	\$ 1,699.46	\$ 1,699.00		\$ 1,699.00	
July 2024 Flood Reimb (Fund 2)		\$ 60,962.65	\$ 60,962.65		\$ 60,962.65	
BRIC and Flashing Lights Rev (Fund 2)		\$ 22,531.75	\$ 22,531.75		\$ 22,531.75	
Capital Fund 2 Revenue	\$ 46,682.00	\$ 31,943.66	\$ 46,682.00	68%	\$ -	
Total General Fund Revenue	\$ 2,797,116.00	\$ 2,557,323.46		91%	\$ 158,138.09	
General Fund Expenditures						
Town Meeting/Elections	\$ 3,750.00	\$ 2,311.09	\$ 3,750.00	62%	\$ -	
Legal & Auditing	\$ 36,000.00	\$ 25,380.18	\$ 36,000.00	71%	\$ -	
Town Office Operations	\$ 104,350.00	\$ 70,595.67	\$ 104,350.00	68%	\$ -	
Town Clerk & Treasurer	\$ 115,008.00	\$ 83,449.45	\$ 115,008.00	73%	\$ -	
Selectboard	\$ 100,000.00	\$ 87,100.03	\$ 110,000.00	87%	\$ (10,000.00)	
Planning & Zoning	\$ 76,536.00	\$ 62,480.69	\$ 83,333.00	82%	\$ (6,797.00)	
Board of Listers	\$ 33,200.00	\$ 21,320.00	\$ 33,200.00	64%	\$ -	
Collector of Deliq. Taxes	\$ 10,000.00	\$ 8,528.43	\$ 10,000.00	85%	\$ -	
Conservation Commission	\$ 5,000.00	\$ 387.50	\$ 5,000.00	8%	\$ -	
					\$ -	
Road Dept. Labor	\$ 318,427.00	\$ 229,489.02	\$ 305,000.00	72%	\$ 13,427.00	
Road Dept Equip Operations/Repairs	\$ 122,530.00	\$ 109,918.97	\$ 122,530.00	90%	\$ -	
Road Dept Hired Equip & Labor	\$ 12,300.00	\$ 8,330.00	\$ 12,300.00	68%	\$ -	
Road Dept Materials	\$ 189,000.00	\$ 163,660.21	\$ 189,000.00	87%	\$ -	
Road Dept. Misc.	\$ 29,350.00	\$ 7,587.35	\$ 16,850.00	26%	\$ 12,500.00	Winter Agreement
Road Subtotal	\$ 671,607.00	\$ 518,985.55	\$ 645,680.00	77%		
Employee Benefits	\$ 310,141.00	\$ 190,752.78	\$ 250,000.00	62%	\$ 60,141.00	
Fire Department	\$ 216,110.00	\$ 184,895.63	\$ 220,110.00	86%	\$ (4,000.00)	
Public Safety	\$ 78,489.00	\$ 42,427.77	\$ 78,489.00	54%	\$ -	
Dues & Assessments	\$ 249,005.00	\$ 190,015.97	\$ 249,005.00	76%	\$ -	
Special Appropriations	\$ 30,220.00	\$ 30,220.00	\$ 30,220.00	100%	\$ -	
Special Articles-Reserves(Paving Wait H, Garage)	\$ -	\$ 300,000.00			\$ -	
Miscellaneous	\$ 43,600.00	\$ 31,503.00	\$ 43,600.00	72%	\$ -	
Contribution to Reserves	\$ 520,460.00	\$ 36,390.00	\$ 520,460.00	7%	\$ -	
Capital Fund 2 Expenditures	\$ 193,640.00	\$ 193,995.78	\$ 193,640.00	100%	\$ -	Education Taxes
Education Taxes Paid to School/State						\$ 5,264,735.70
Total General Fund Expenditures	\$ 2,797,116.00	\$ 2,080,739.52		74%	\$ 65,271.00	
Revenue Less Expenditures GF & Capital FD	\$ -	\$ 476,583.94			\$ 223,409.09	
Cash Balance - Checking 03/31/2026		\$ 1,455,292.00				
Cash Balance - CD 10/31/2025-September 2026		\$ 600,000.00				

MEMORANDUM OF UNDERSTANDING

Between

Town of Waitsfield, Vermont

and

Mad River Path Association, Inc.

Mill Brook Crossing to Dugway Road – Mad River Path Extension

Effective Date: _____, 2026

I. RECITALS AND PURPOSE

VTrans has awarded the Town of Waitsfield (the "Town") a Transportation Alternatives Program grant of \$600,000 for design and construction of a bicycle and pedestrian bridge over Mill Brook and a shared-use path connection from Dugway Road to Fiddlers Walk (the "Project"), representing 80% of the total Project cost of \$750,000. The remaining \$150,000 represents the required local match. Mad River Path Association, Inc. ("MRP") is a Vermont nonprofit that partnered with the Town in pursuing this grant and will serve as project coordinator. The Waitsfield Selectboard approved the Project in fall 2025. This MOU establishes the parties' respective roles, responsibilities, and expectations for cooperative Project management.

II. GRANT RECIPIENT AND FISCAL AGENT

The Town of Waitsfield is the named grant recipient and fiscal agent. The Town holds all legal and financial obligations to VTrans and FHWA, including compliance with 2 CFR Part 200. MRP participates as a project partner. Nothing in this MOU transfers the Town's grant obligations to MRP or creates an employment, agency, or surety relationship between the parties.

III. ROLES AND RESPONSIBILITIES

MRP is responsible for all operational and day-to-day management of the Project. The Town's role is limited to receiving and holding grant funds, executing documents in its name, and providing final review and approval at defined decision points as described in Section IV. The Town is not expected to independently prepare, draft, manage, or administer any Project deliverable or process.

A. Mad River Path Association, Inc. – Project Manager

MRP shall serve as the full operational project manager for the Project, responsible for all aspects of planning, procurement, design coordination, permitting, construction administration, financial administration, and grant compliance. MRP's Municipal Project Manager, Jeff Doolittle, P.E., and Executive Director, Misha Golfman, shall lead this work. Both act as employees of MRP, not as agents or employees of the Town. MRP's responsibilities include, without limitation:

- Manage all day-to-day project coordination, scheduling, consultant communications, and stakeholder engagement;
- Prepare all solicitation documents, scopes of work, procurement packages, and contract documents for design, engineering, and construction services, for Town review and execution;
- Coordinate and oversee all design, engineering, and permitting work; review design deliverables for professional adequacy; and prepare permit applications for Town review and submission;

- Prepare and maintain the Project schedule and budget tracking; monitor expenditures against the approved budget; and report variances promptly to the Town Administrator;
- Prepare all invoices, reimbursement requests, and supporting documentation for submission through the Town's financial system in accordance with applicable federal requirements;
- Draft all required VTrans progress and financial reports and present them to the Town Administrator for review and authorized submission;
- Prepare regular milestone updates and Selectboard presentation materials and present them to the Town Administrator in advance of each Selectboard meeting at which a Project item is scheduled;
- Obtain and maintain easements or access agreements on privately held land within MRP's stewardship, and promptly notify the Town of any access or legal disputes affecting the Project;
- Maintain adequate general liability insurance and, upon request, provide certificates naming the Town as an additional insured; and
- Maintain all project-related records and make them available to the Town, VTrans, FHWA, or their designees upon request for a minimum of seven (7) years following final grant closeout.

B. Town of Waitsfield – Grant Recipient and Approval Authority

The Town's role is to hold legal and fiscal responsibility for the grant and to provide final approval at the decision points identified in Section IV. The Town does not independently prepare or manage project deliverables; that work belongs to MRP. Acting through its Town Administrator and Selectboard, the Town shall:

- Serve as the named grant recipient and fiscal agent; receive all grant funds; authorize and process expenditures prepared by MRP; and maintain financial records as required by VTrans and 2 CFR Part 200;
- Review and, if acceptable, execute all contracts, permit applications, and other documents prepared by MRP that must bear the Town's name or signature; and
- Bring major decisions to the Selectboard for formal action as described in Section IV, based on materials and recommendations prepared and presented by MRP.

IV. DECISION-MAKING AUTHORITY

Day-to-day coordination may be managed by MRP's Project Coordinator in consultation with the Town Administrator. Expenditure decisions within the approved budget require the Town Administrator's concurrence. The following require formal Selectboard action before implementation:

- Award of any design, engineering, or construction contract;
- Approval of final design documents;
- Any change to Project scope, budget, or schedule requiring VTrans approval;
- Acquisition of any property interest, easement, or right-of-way; and
- Any amendment to the VTrans grant agreement or to this MOU.

V. FINANCIAL MANAGEMENT AND LOCAL MATCH

The Town shall receive and administer all grant funds. MRP shall not receive, hold, or disburse grant funds on behalf of the Town except as expressly authorized in writing by the Town Administrator. All invoices and reimbursements shall be processed through the Town's standard financial system. MRP shall submit supporting documentation in a form consistent with applicable federal requirements. Both parties shall cooperate fully with any audit by VTrans, FHWA, or the Vermont State Auditor.

This Project requires a 20% local match of \$150,000. Any commitment of Town funds toward the local match requires Selectboard approval. The source and sufficiency of the match shall be confirmed with VTrans prior to commitment.

VI. TERM AND TERMINATION

This MOU takes effect upon execution and remains in effect through final Project closeout, including resolution of any audit findings. Either party may terminate upon sixty (60) days’ written notice, and the parties shall cooperate to protect the Town’s grant compliance obligations upon termination. The Town may terminate immediately if MRP materially breaches this MOU and fails to cure within fifteen (15) days of written notice, becomes insolvent or ceases operations, or takes any action that jeopardizes the Town’s compliance with the VTrans grant agreement. Termination does not relieve either party of obligations incurred prior to the termination date.

VII. GENERAL PROVISIONS

This MOU constitutes the entire understanding between the parties on its subject matter and supersedes all prior discussions or agreements. In any conflict between this MOU and the VTrans grant agreement, the VTrans grant agreement controls. This MOU shall be governed by Vermont law; venue for any legal action shall be in Washington County Superior Court. Disputes shall first be addressed through good-faith negotiation; unresolved disputes may be placed on the Selectboard’s agenda, and the Selectboard’s determination on matters within its authority shall be final. All project records are public records of the Town subject to 1 V.S.A. Chapter 5.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

York Haverkamp

Town Administrator

For the Town of Waitsfield

Date: _____

Approved by the Waitsfield Selectboard:

Brian Shupe

Selectboard Chair

Chair, Waitsfield Selectboard

Date: _____

Misha Golfman

Executive Director

For Mad River Path Association, Inc.

Date: _____



May 7, 2026

Dear Elizabeth,

The Town of Waitsfield and the Mad River Path Association, Inc. (MRP) write jointly to confirm that the Town has designated Jeff Doolittle, P.E., as Municipal Project Manager (MPM) for the Town of Waitsfield Transportation Alternatives Grant TA 26(4), covering design and construction of a bicycle and pedestrian bridge over Mill Brook and a shared-use path connection from Dugway Road to Fiddlers Walk.

Mr. Doolittle serves as Implementation Coordinator for the Mad River Path, a position funded through the public-private partnership among the towns of Warren, Waitsfield, and the Mad River Path Association. He is a licensed professional engineer with extensive experience developing bicycle and pedestrian infrastructure, and his office is located within walking distance of the project site.

The Town and MRP have executed a Memorandum of Understanding (MOU) governing the terms of this arrangement. Under the MOU, MRP and Mr. Doolittle are responsible for all day-to-day project management, coordination, procurement support, design oversight, permitting, and grant administration. The Town of Waitsfield remains the named grant recipient and fiscal agent, retains final approval authority over all significant project decisions, and executes all contracts and submissions in the Town's name. Mr. Doolittle and MRP act as employees and agents of MRP, not of the Town. A copy of the MOU is available upon request.

We are confident this arrangement will support efficient and accountable project delivery. Please do not hesitate to contact us with any questions.

Respectfully,

Misha Golfman
Executive Director, Mad River Path

York Haverkamp,
Waitsfield Town Administrator



TOWN OF WAITSFIELD
TRAFFIC ORDINANCE

(As amended through 2026)

Adopted on May 11th

Will go into effect on July 11th

Pursuant to the provisions of Title 23, Vermont Statutes Annotated, Sections 1007 and 1008, and Title 24, Vermont Statutes Annotated, Sections 1971 and 2291 (1) (4) and (5), and Title 24, Vermont Statutes Annotated, Chapter 59, and such other general enactments as may be material hereto, it is hereby ordained by the Selectboard of the Town of Waitsfield that the following Traffic Ordinance is adopted for the Town of Waitsfield, Vermont.

ARTICLE I. DEFINITIONS

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

ARTICLE II. SCOPE

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

ARTICLE III. TRAFFIC CONTROL DEVICES

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

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

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

ARTICLE IV. SPEED REGULATIONS

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

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

As last amended 9/8/25

maximum speed of 40 m.p.h. from the intersection of T.H. #3 (Joslin Hill Road) easterly and southerly to the Warren town line.

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

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

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

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

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

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

VT Route 100 (Main Street)

Consistent with State-approved milepoint (MP) references:

- **Speed Limit: 40 m.p.h.**
Begins at MP 1.71 ± 0.28 miles south of Town Highway 39 (TH-39) (Lareau Road)
Ends at MP 2.28 ± 0.29 miles north of TH-39 (Lareau Road)
- **Speed Limit: 30 m.p.h.**
Begins at MP 2.28 ± 0.29 miles north of TH-39 (Lareau Road)
Ends at MP 4.16 ± 0.20 miles north of Town Highway 12 (Old County Road – south end)
- **Speed Limit: 40 m.p.h.**
Begins at MP 4.16 ± 0.20 miles north of TH-12 (Old County Road – south End)
Ends at MP 4.77 ± 0.08 miles north of Town Highway 12 (Old County Road – north end)

These speed limits are adopted to enhance safety and traffic flow through Waitsfield Village and surrounding areas and are intended to conform to State-established limits for this roadway. All other segments of VT Route 100 within Waitsfield not explicitly listed above are subject to the default **50 m.p.h.** speed limit, consistent with State-established standards.

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

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

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

As last amended 9/8/25

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

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

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

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

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

As last amended 9/8/25

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

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

ARTICLE V. STOP AND YIELD INTERSECTIONS

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

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

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

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

ARTICLE VI. CROSSWALKS

Definition:

A crosswalk is defined as that portion of the roadway ordinarily included within the prolongation of curb and property lines at street intersections, or that portion of a roadway clearly indicated for pedestrian crossing by lines marked on the surface.

Designated Crosswalk Locations:

The following intersections are designated for marked pedestrian crosswalks:

- Town Highway #1 (Bridge Street) at its intersection with VT Route 100 (Main Street)
- Town Highway #22 (Farr Lane) at its intersection with VT Route 100 (Main Street)

As last amended 9/8/25

Additional crosswalks may exist or be established along VT Route 100 (Main Street) and other town roads. All marked and unmarked crosswalks at intersections shall be subject to the provisions outlined below.

Section 1. Vehicles to Yield to Pedestrians in Crosswalks

In accordance with 23 V.S.A. § 1052, drivers must yield the right-of-way to pedestrians crossing within any marked or unmarked crosswalk, slowing down or stopping as necessary to ensure pedestrian safety.

Section 2. Yielding in Absence of Traffic Signals

When traffic-control signals are not in place, not operational, or do not provide an exclusive pedestrian walk phase, drivers must yield to pedestrians who are on the half of the roadway the vehicle is traveling, or approaching so closely from the opposite half as to be in danger.

Section 3. No Passing of Stopped Vehicles at Crosswalks

When a vehicle is stopped at a marked or unmarked crosswalk to allow a pedestrian to cross, other vehicles approaching from the rear must not overtake or pass the stopped vehicle.

ARTICLE VII. PARKING REGULATIONS

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

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

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

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

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

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

Section 7. Any vehicle removed pursuant to Section 6 of this Article shall be subject to the provisions governing abandoned motor vehicles under Title 23, Vermont Statutes Annotated, Sections 2151

As last amended 9/8/25

through 2157, including notification to the Vermont Department of Motor Vehicles and disposition in accordance with those provisions.

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

ARTICLE VIII – BRIDGE WEIGHT AND HEIGHT LIMITS

Section 1. Village Covered Bridge also known as the Great Eddy Covered Bridge (T.H. #1 Bridge Street)

No vehicle shall cross the Great Eddy Covered Bridge on Bridge Street (Town Highway #1) if the gross vehicle weight exceeds three (3) tons or the vehicle height exceeds 9 feet 6 inches, except as provided in Section 3 below. Vehicles causing damage due to excessive weight or height shall be subject to penalties and liability for repairs.

Section 2. Pine Brook Covered Bridge on T.H. #3 North Road

No vehicle shall cross the Pine Brook Covered Bridge on Town Highway #3 if the gross vehicle weight exceeds ten (10) tons or the vehicle height exceeds 8 feet 9 inches, except as provided in Section 3 below.

Section 3. Exemptions

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

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

Section 4. Enforcement and Signage

Appropriate signage indicating weight and height limits shall be maintained at both approaches to each bridge.

Any vehicle that violates these restrictions—by exceeding posted weight or height limits—may be subject to enforcement action, regardless of whether structural damage occurs. Enforcement may include:

- Issuance of a traffic citation or municipal fine by law enforcement officers or designated enforcement personnel.
- Liability for repair costs if the violation results in damage to the bridge structure.

Violations shall be subject to penalties as outlined in Article IX and Article X of this ordinance and any applicable provisions of Vermont state law.

ARTICLE IX – GENERAL PROVISIONS

As last amended 9/8/25

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

Section 2. A person who violates a provision of this ordinance shall be fined in accordance with penalties provided by state statutes, in conformance with Title 23, Vermont Statutes Annotated, Chapter 24, except that violations involving covered bridge weight or height limits shall be subject to the enhanced penalty provisions set forth in Article X of this ordinance.

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

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

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

Section 6. This ordinance was adopted by the Selectboard at its meeting of October 5, 1987; and amended at its meetings of August 4, 1997, June 10, 2002, February 5, 2007, October 7, 2019, October 12, 2020, with notices published in *The Valley Reporter* newspaper and copies filed in the records of the Town of Waitsfield at the time of its adoption and each amendment.

ARTICLE X. ENHANCED PENALTIES FOR COVERED BRIDGE VIOLATIONS AND DAMAGE (Version 1)

Section 1. Authority and Purpose. These enhanced penalties are established pursuant to 23 V.S.A. § 1397a to protect the structural integrity, historical character, and public safety of Waitsfield's covered bridges. These provisions reflect the framework implemented by other Vermont towns with vulnerable historic bridges and are intended to deter violations that risk irreparable harm to these irreplaceable public structures.

Section 2. Violation of Posted Limits — No Damage Caused. Any operator of a vehicle that exceeds a posted weight or height limit when entering or attempting to enter a covered bridge shall be subject to a civil penalty of:

Section 2(a). \$100.00 for a first offense;

Section 2(b). \$200.00 for a second offense within a five-year period;

Section 2(c). \$300.00 for each subsequent offense within a five-year period.

Section 3. Violation Resulting in Structural Damage. Any operator of a vehicle who strikes, collides with, or otherwise causes damage to a covered bridge while exceeding posted limits shall be subject to an enhanced civil penalty as follows:

Section 3(a). \$5,000.00 for a first offense;

Section 3(b). \$10,000.00 for a second offense within a ten-year period;

Section 3(c). \$15,000.00 for each subsequent offense within a ten-year period.

Section 4. Liability for Repair Costs. In addition to the civil penalties listed above, the Town may seek full reimbursement for:

- Section 4(a).* Structural repair costs;
- Section 4(b).* Emergency stabilization expenses;
- Section 4(c).* Temporary traffic-control measures;
- Section 4(d).* Engineering inspection costs;
- Section 4(e).* Administrative and legal expenses associated with recovery.

Section 5. Strict Liability. Penalties and liability under this Article shall apply regardless of intent and whether the operator:

- Section 5(a).* Damaged municipal property knowingly or unknowingly;
- Section 5(b).* Claims unfamiliarity with posted limits; or
- Section 5(c).* Claims reliance on outdated GPS mapping or routing.

Section 6. Enforcement. Violations under this Article may be enforced by the Washington County Sheriff's Department, Vermont State Police, the Waitsfield Town Constable, or other authorized municipal officials. Enforcement actions may include:

- Section 6(a).* Issuance of a municipal ticket through the Vermont Judicial Bureau;
- Section 6(b).* Civil damages recovery through small claims or superior court.

ARTICLE X. COVERED BRIDGE VIOLATIONS — PENALTIES AND DAMAGE RECOVERY (Version 2)

Section 1. Authority and Purpose. These provisions are established pursuant to 23 V.S.A. § 1397a and 23 V.S.A. § 1434(c) to protect the structural integrity, historical character, and public safety of Waitsfield's covered bridges — specifically the Village Covered Bridge (Great Eddy Bridge, T.H. #1) and the Pine Brook Covered Bridge (T.H. #3). These provisions are intended to deter violations that risk irreparable harm to these irreplaceable public structures.

Section 2. Civil Penalties for Violation of Posted Limits. In accordance with 23 V.S.A. § 1434(c), any operator of a vehicle that exceeds a posted weight or height limit on a covered bridge shall be subject to a civil penalty of:

- Section 2(a).* \$1,000.00 for a first offense;
- Section 2(b).* \$2,000.00 if the violation results in substantially impeding the flow of traffic;
- Section 2(c).* Double the applicable penalty for a second or subsequent conviction within a three-year period.

Section 3. Liability for Repair Costs. In addition to any civil penalty assessed under Section 2 of this Article, the Town may seek the full actual cost of all damages, without limitation, through a civil action in small claims or superior court. Recoverable costs may include but are not limited to:

- Section 3(a).* Structural repair/replacement costs;
- Section 3(b).* Emergency stabilization expenses;
- Section 3(c).* Temporary traffic-control measures;
- Section 3(d).* Engineering inspection costs;
- Section 3(e).* Administrative and legal expenses associated with recovery.

Section 4. Strict Liability. Civil liability for repair costs under Section 3 of this Article shall apply regardless of intent and whether the operator:

Section 4(a). Damaged municipal property knowingly or unknowingly;

Section 4(b). Claims unfamiliarity with posted limits; or

Section 4(c). Claims reliance on outdated GPS mapping or routing.

Section 5. Enforcement. Violations under this Article may be enforced by the Washington County Sheriff's Department, Vermont State Police, the Waitsfield Town Constable, or other authorized municipal officials. Enforcement actions may include:

Section 5(a). Issuance and enforcement of a municipal complaint through the Vermont Superior Court;

Section 5(b). Civil damages recovery through small claims or Superior Court.

As amended by the Waitsfield Selectboard on the 11th day of May 2026 and effective as of the 11th day of July 2026.

Brian Shupe, Chair

Larissa Ursprung, Vice-Chair

Chach Curtis

Fred Messer

David Babbott-Klein

Town of Waitsfield

Traffic Ordinance

(As amended through 2026)

Adopted on May 11th

Will go into effect on July 11th

Pursuant to the provisions of Title 23, Vermont Statutes Annotated, Sections 1007 and 1008, and Title 24, Vermont Statutes Annotated, Sections 1971 and 2291 (1) (4) and (5), and Title 24, Vermont Statutes Annotated, Chapter 59, and such other general enactments as may be material hereto, it is hereby ordained by the Selectboard of the Town of Waitsfield that the following Traffic Ordinance is adopted for the Town of Waitsfield, Vermont.

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

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VT Route 100 (Main Street)

Consistent with State-approved milepoint (MP) references:

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Begins at MP 1.71 ± 0.28 miles south of Town Highway 39 (TH-39) (Lareau Road)
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- **Speed Limit: 40 m.p.h.**
Begins at MP 4.16 ± 0.20 miles north of TH-12 (Old County Road – south End)
Ends at MP 4.77 ± 0.08 miles north of Town Highway 12 (Old County Road – north end)

These speed limits are adopted to enhance safety and traffic flow through Waitsfield Village and surrounding areas and are intended to conform to State-established limits for this roadway. All other segments of VT Route 100 within Waitsfield not explicitly listed above are subject to the default **50 m.p.h.** speed limit, consistent with State-established standards.

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

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

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

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

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

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

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

T.H. #6 (Airport Road)

T.H. #8 (Meadow Road)

T.H. #9 (part of Meadow Road)
T.H. #10 (Floodwoods Road)
T.H. #11 (Armstrong Road)
T.H. #16 (Class 4 portion – Ronk Road)
T.H. #16 (Class 3 portion – East Road)
T.H. #17 (part of East Road)
T.H. #19 (Bushnell Road)
T.H. #20 (Long Road) T.H. #21 (Reed Road)
T.H. #22 (Farr Lane)
T.H. #25 (Hastings Road)
T.H. #27 (Cross Road)
T.H. #29 (Butternut Hill Road)
T.H. #30 (Kingsbury Road)
T.H. #32 (Bundy Road)
T.H. #34 (Ryle Road)
T.H. #35 (Sherman Road)
T.H. #36 (Bowen Road)
T.H. #37 (Parsonage Lane)
T.H. #38 (Dugway Road)
T.H. #39 (Lareau Road)
T.H. #40 (Ski Valley Road)
T.H. #40 (Schuss Road)
T.H. #40 (Snowshoe Drive)
T.H. #41 (part of Ski Valley Road)
T.H. #42 (Palmer Lane)
T.H. #43 (Raphael Road)
T.H. #45 (Pine Brook Road)
T.H. #46 (part of Ski Valley Road)
T.H. #28 (Palmer Hill Road)
T.H. #29 (Dana Hill Road)
T.H. #47 (Riverview Road)
T.H. #48 (Wallis Drive)

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

ARTICLE V. STOP AND YIELD INTERSECTIONS

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

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

T.H. #26 (Brook Road) entering T.H. #4 (Common Road)
T.H. #27 (Cross Road) entering T.H. #3 (Joslin Hill Road)
T.H. #27 (Cross Road) entering T.H. #4 (Common Road)
T.H. #28 (Palmer Hill Road) entering T.H. #4 (Common Road)
T.H. #34 (Ryle Road) entering T.H. #4 (Common Road)

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

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

ARTICLE VI. CROSSWALKS

Definition:

A crosswalk is defined as that portion of the roadway ordinarily included within the prolongation of curb and property lines at street intersections, or that portion of a roadway clearly indicated for pedestrian crossing by lines marked on the surface.

Designated Crosswalk Locations:

The following intersections are designated for marked pedestrian crosswalks:

- Town Highway #1 (Bridge Street) at its intersection with VT Route 100 (Main Street)
- Town Highway #22 (Farr Lane) at its intersection with VT Route 100 (Main Street)

Additional crosswalks may exist or be established along VT Route 100 (Main Street) and other town roads. All marked and unmarked crosswalks at intersections shall be subject to the provisions outlined below.

Section 1. Vehicles to Yield to Pedestrians in Crosswalks

In accordance with 23 V.S.A. § 1052, drivers must yield the right-of-way to pedestrians crossing within any marked or unmarked crosswalk, slowing down or stopping as necessary to ensure pedestrian safety.

Section 2. Yielding in Absence of Traffic Signals

When traffic-control signals are not in place, not operational, or do not provide an exclusive pedestrian walk phase, drivers must yield to pedestrians who are on the half of the roadway the vehicle is traveling, or approaching so closely from the opposite half as to be in danger.

Section 3. No Passing of Stopped Vehicles at Crosswalks

When a vehicle is stopped at a marked or unmarked crosswalk to allow a pedestrian to cross, other vehicles approaching from the rear must not overtake or pass the stopped vehicle.

ARTICLE VII. PARKING REGULATIONS

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

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

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

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

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

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

Section 7. Any vehicle removed pursuant to Section 6 of this Article shall be subject to the provisions governing abandoned motor vehicles under Title 23, Vermont Statutes Annotated, Sections 2151 through 2157, including notification to the Vermont Department of Motor Vehicles and disposition in accordance with those provisions.

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

ARTICLE VIII – BRIDGE WEIGHT AND HEIGHT LIMITS

Section 1. Village Covered Bridge also known as the Great Eddy Covered Bridge (T.H. #1 Bridge Street) No vehicle shall cross the Great Eddy Covered Bridge on Bridge Street (Town Highway #1) if the gross vehicle weight exceeds three (3) tons or the vehicle height exceeds 9 feet 6 inches, except as provided in Section 3 below. Vehicles causing damage due to excessive weight or height shall be subject to penalties and liability for repairs.

Section 2. Pine Brook Covered Bridge on T.H. #3 North Road
No vehicle shall cross the Pine Brook Covered Bridge on Town Highway #3 if the gross vehicle weight exceeds ten (10) tons or the vehicle height exceeds 8 feet 9 inches, except as provided in Section 3 below.

Section 3. Exemptions

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

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

Section 4. Signage. Appropriate signage indicating weight and height limits shall be maintained at both approaches to each covered bridge listed in this Article.

ARTICLE IX – GENERAL PROVISIONS

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

Section 2. A person who violates a provision of this ordinance shall be fined in accordance with penalties provided by state statutes, in conformance with Title 23, Vermont Statutes Annotated, Chapter 24, except that violations involving covered bridge weight or height limits shall be subject to the enhanced penalty provisions set forth in Article X of this ordinance.

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

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

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

Section 6. This ordinance was adopted by the Selectboard at its meeting of October 5, 1987; and amended at its meetings of August 4, 1997, June 10, 2002, February 5, 2007, October 7, 2019, October 12, 2020, with notices published in *The Valley Reporter* newspaper and copies filed in the records of the Town of Waitsfield at the time of its adoption and each amendment.

ARTICLE X. COVERED BRIDGE VIOLATIONS — PENALTIES AND DAMAGE RECOVERY

Section 1. Authority and Purpose. These provisions are established pursuant to 23 V.S.A. § 1397a and 23 V.S.A. § 1434(c) to protect the structural integrity, historical character, and public safety of Waitsfield's covered bridges — specifically the Village Covered Bridge (Great Eddy Bridge, T.H. #1) and the Pine Brook Covered Bridge (T.H. #3). These provisions are intended to deter violations that risk irreparable harm to these irreplaceable public structures.

Section 2. Civil Penalties for Violation of Posted Limits. In accordance with 23 V.S.A. § 1434(c), any operator of a vehicle that exceeds a posted weight or height limit on a covered bridge shall be subject to a civil penalty of:

Section 2(a). \$1,000.00 for a first offense;

Section 2(b). \$2,000.00 if the violation results in substantially impeding the flow of traffic;

Section 2(c). Double the applicable penalty for a second or subsequent conviction within a three-year period.

Section 3. Liability for Repair Costs. In addition to any civil penalty assessed under Section 2 of this Article, the Town may seek the full actual cost of all damages, without limitation, through a civil action in small claims or superior court. Recoverable costs may include but are not limited to:

Section 3(a). Structural repair/replacement costs;

Section 3(b). Emergency stabilization expenses;

Section 3(c). Temporary traffic-control measures;

Section 3(d). Engineering inspection costs;

Section 3(e). Administrative and legal expenses associated with recovery.

Section 4. Strict Liability. Civil liability for repair costs under Section 3 of this Article shall apply regardless of intent and whether the operator:

Section 4(a). Damaged municipal property knowingly or unknowingly;
Section 4(b). Claims unfamiliarity with posted limits; or
Section 4(c). Claims reliance on outdated GPS mapping or routing.

Section 5. Enforcement. Violations under this Article may be enforced by the Washington County Sheriff's Department, Vermont State Police, the Waitsfield Town Constable, or other authorized municipal officials. Enforcement actions may include:

Section 5(a). Issuance and enforcement of a municipal complaint through the Vermont Superior Court;
Section 5(b). Civil damages recovery through small claims or Superior Court.

As amended by the Waitsfield Selectboard on the 11th day of May 2026 and effective as of the 11th day of July 2026.

Brian Shupe, Chair

Larissa Ursprung, Vice-Chair

Chach Curtis

Fred Messer

David Babbott-Klein

Avery Excavation INC
2316 Baptist St Williamstown, VT 05679
802-433-1655
averyexcavation@gmail.com

Sand Hauling Bid 2026

Town of Waitsfield
4144 Main St
Waitsfield VT 05673

I have not hauled in winter sand for a town. However, I have hauled in large amounts of gravel for the Town of Worcester at 20,000 yds, Moretown at 10,000 yds. I own 3 dump trucks 2-2025 Peterbilt's, 1-2020 Kenworth all loads would be covered with a tarp for the haul. I would be able to start hauling as soon as it was awarded through September 2026. Avery Excavation Inc has a good reputation for following all compliance requirements.

Unit price per cubic yard \$15.75

Lump sum price for 3,000 cubic yards \$47,250.00

Contacts

Worcester: worcestertownclerk@gmail.com

Moretown: r.washburn@onpointconsultingvt.com



BARRETT TRUCKING CO., INC.

16 AUSTIN DRIVE • BURLINGTON, VT 05401 • 802-863-1311 • FAX 802-863-4579

To: York Haverkamp, Town Administrator-Town of Waitsfield VT

From: Jeff Newton- Barrett Trucking Co, Inc

Date: May 04, 2026

Re: Winter Sand Transportation Bid

Thank you for the opportunity to price your winter sand hauling.

Northeast Materials does sell their products by the ton, that being said, we will price this by the cyd as requested, by using a 1.3 ton-per cyd factor. We will also include a per ton figure.

Bid: 3000 cyds of ½" Winter Mix Delivered: \$12.68 per cyd (or \$9.75 per ton)
Total Lump Sum: 3000cyds x \$12.68 = \$38,040.00

Barrett Trucking has many years of experience with positive feedback related to hauling of municipal aggregates in this area, and has hauled for Waitsfield on this bid in the past. Municipalities such as Berlin, Duxbury, Moretown, And Warren have used our services, other references are available upon request, if needed. All aggregate transport trucks we use are equipped with tarps/covers for load securement. We are prepared to start once coordinated with road foreman and Northeast Materials to ensure stockpiles can keep up with our hauling.

Thank you, and we look forward to working with the Town of Waitsfield again.

Jeff Newton
Barrett Trucking Co, Inc.



Land Works & Hauling
802-279-8488

PROPOSAL

TO: **York Haverkamp**

Town of Waitsfield
4144 Main Street
Waitsfield, VT 05673

Project: Sand Hauling Services - Winter Season

Address: 761 Tremblay Road
Waitsfield, VT 05673

Date: 5/5/2026

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

Haul 3000 CY of Winter Mix Blend

P/U Location: 751 Graniteville Rd., Graniteville, VT

DEL Location: 761 Tremblay Rd., Waitsfield, VT

Covered Loads

Coordinate Scheduling with Town's Road Foreman

Proposed Schedule - Hauling to begin immediately following execution of contract. Proposed number of days (weather dependent) is eleven days.

PRICE PER CY (Quantity Adjustment) \$20.90

1. Hauling - Tractor Trailer Hauling

\$62,700.00

Description of Services:

Hauling - Tractor Trailer Hauling

Subtotal: \$62,700.00

***0% Tax: \$0.00**

TOTAL: \$62,700.00

Past Performance and Reference

Northeast Materials Group

Amy Morse - Scale House

751 Graniteville Rd., Graniteville, VT 05654

(Phone) 802-479-7004 / (Email) scalehouse@northeastmg.com

Eric Morton - Sales Manager

751 Graniteville Rd., Graniteville, VT 05654

(Phone) 802-477-3140 / (Email) eric@northeastmg.com

Scope Of Work Performed:

Material hauling - at the ready.

Casella - All Cycle Transfer

Patricia Geoffroy

220 Avenue B

Williston, VT 05495

(Cell) 802-730-2131 / (Email) patricia.geoffroy@casella.com

Scope Of Work Performed:

Hauling contaminated soils from stockpile at various sites to Coventry Landfill

ECI (Engineers Construction, Inc.)

Ken Ferno - Dispatcher

98 Engineers Dr., Williston, VT 05495

(Cell) 802-556-2003 / (Email) kferno@ecivt.com

Scope Of Work Performed:

Material & Equipment hauling - at the ready.



May 6, 2026

K. Bellavance Land Works & Hauling
69 Pitman Road
Barre, VT 05641
(802) 279-8488
kyle@bellavancelandworks.com

Town of Waitsfield, VT
Attn: York Haverkamp, Town Administrator
4144 Main St.
Waitsfield, VT 05673

To: York Haverkamp

We have read the Invitation to Bid for Sand Hauling Services - Winter 2026-2027 Season, and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the Town's requested services.. We acknowledge and accept all terms and conditions included in the above ITB.

Thank you for your consideration.

Sincerely,

Kyle J. Bellavance

Technical Capability and Experience

K. Bellavance Land Works & Hauling understands that the Town of Waitsfield's intent and objective is to hire a qualified contractor to provide sand hauling services for the 2026-2027 winter season. K. Bellavance Land Works has been in business since 2008 and has continued to grow, providing excavation, site work, hauling, landscaping, mowing, snow plowing and de-icing (salting) services to government, commercial, and residential customers. K. Bellavance Land Works' coverage map currently includes the I-89 corridor from Saint Albans, VT to Randolph, VT.

K. Bellavance Land Works operates with a staff of 45 experienced individuals. We have an experienced fleet manager who runs our maintenance shop. Our supervisors have combined experience of over 30 years in the excavation, hauling, mowing, snow plowing and de-icing industry. Our fleet of industry leading equipment consists of excavators, loaders, and skid steers all with special attachments, track trucks, and 35 trucks (Tractor Trailers, Tri-Axle's, Tandems, 6-Wheelers, Rollbacks, and 1-Ton's) all equipped with Samsara GPS tracking and reporting.

As an organization, K. Bellavance Land Works holds bi-weekly "Shop Talks," where we discuss safety items and upcoming training that will be held through our insurance company's safety and risk management department. Twice a year we hold training sessions that prepare the crews for the upcoming season.

K. Bellavance Land Works understands that the quality of workmanship will be a representation of our own company, as well as the Town of Waitsfield's; therefore timely servicing and quality is vital.

Business and Management Structure

K. Bellavance Land Works is a Limited Liability Company operating out of Central Vermont with its headquarters located in the Barre Town Wilson Industrial Park. The owner, Kyle Bellavance, ensures the managers, lead operators and truck drivers have the resources and training they need to do their jobs in a professional and timely manner. Josh Heath, the dispatch coordinator, is responsible for managing the schedules and dispatching the truck drivers, lead operators and ground workers. Kyle and Josh both work together, as well as the rest of our management team, to ensure jobs get done on time and the right tools are used to get the job done.

When K. Bellavance Land Works is asked to complete a job, Kyle, Josh, the lead operators and truck drivers discuss how the job will get done in the best way possible and the most cost effective way. We have a large fleet of trucks and can provide a complete list to the Town of Waitsfield on request.

Under this contract Kyle Bellavance would be the contact / communicator and will relay progress and current status of the work as needed. We at K. Bellavance Land Works believe that clear communication is crucial, whether it be by text, call or email; updates help ensure that the work is being completed in a timely fashion.

Key Personnel

Kyle Bellavance

(Owner / Gov. & Commercial Rep)

-Champlain College Graduate, Associates Degree In Business

-Past Experience: Logistically managing hauling contracts state wide for over 17 years

-Developer of an inhouse mowing / plowing app to log and record tracking of services

Josh Heath

(Operations Manager)

-Past Experience: Assistance for logistically managing hauling contracts state wide for over 8 years

Dylan Leonard

(Class A CDL Driver)

-- Years of Experience: 2

Scott Whitney

(Class B CDL Driver)

-- Years of Experience: 8

Kevin Booth

(Class B CDL Driver)

-- Years of Experience: 10

William Smith

(Class B CDL Driver)

-- Years of Experience: 20+

Donald Koch

(Class A CDL Driver)

-- Years of Experience: 20

Subcontractors

K. Bellavance Land Works will not be using Subcontractors for this contract.

Town of Waitsfield 2026 Winter Mix Hauling Bid

It should be noted that NEMG sells their products by the ton, not per yard. That being said we will bid it both per yard and per ton. We have done a fair amount of work with Martin Cameron (Moretown Road Foreman), he has used the figure of 1.3 ton per yard on material. NEMG also uses these figures.

We will use that same figure to set the bid price.

3,000 yd of Winter Mix Delivered price per Yard: \$15.27

Delivered price per Ton: \$11.75

Total price of 3,000 yard: \$ 45,825.00

We can confirm that we have the ability to cover loads.

Relevant experience would be that we have hauled winter mix for the Town of Waitsfield for the year of 2024 and 2025.

References would be the Town of Waitsfield Road Forman (Josh Rogers), the Moretown Road Foreman (Martin Cameron) and Eric Morton (North East Materials Group)

Proposed start date is upon acceptance of this bid and material availability.

Please feel free to reach out to us if you have any questions about this
Thank You

Nick Pizzale (Owner operator of N Pizzale Trucking in Northfield)
(802)-881-7816

229 Glinnis Rd

Northfield VT 05663

BMTE, INC
Dba Blue Mountain Trucking & Excavating
2355 Stone Rd
South Ryegate VT 05069
802-535-6190

Town of Waitsfield
4144 Main Street, Waitsfield, VT 05673
Email: york.haverkamp@waitsfieldvt.gov
Phone: (802) 496-2780

RE: Sand hauling bid – 2026

To whom it may concern:

Our proposal for the sand hauling bid would be \$10.00/yd for a total of \$30,000.

We have hauled material for Blaktop, the Town of Plainfield and many other State and Town agencies.

We would be available to haul immediately and would plan to haul for the next three weeks. Should we need more time, we would then haul the second week in June.

Respectfully submitted,

Angeline Bogie
BMTE, INC - owner

April 27, 2026

Town of Waitsfield Bid Proposal

Stuart Hallstrom

349 Hallstrom Road

Northfield, VT 05663

(802) 398-7013

Hallstrom1968@gmail.com

I have successfully completed hauling contracts similar in scope for the Town of Fayston in previous years, meeting all project requirements with a high level of satisfaction. In addition, I have provided hauling services for the Town of Moretown, demonstrating consistent reliability, timely performance, and steady project progress. My experience with these municipalities reflects a strong commitment to quality work, dependable service, and meeting project deadlines.

Total Lump Sum to complete 3,000 yards = \$42,120

Price Per Yard = \$14.04

Price Per Ton = \$10.80

*I have a heavy-duty vinyl tarp to ensure load coverage.

References:

Town of Moretown

Town of Fayston

Proposed Start Date: July 1, 2026



TOWN OF WAITSFIELD

MEMORANDUM

TO: Selectboard
York Haverkamp, Town Administrator

FROM: Sandra Gallup, Assistant Town Treasurer



SUBJECT: Belden Clock Fund

DATE: April 28, 2026

In the 2025 Audit report the auditors recommended that the Town combine cash accounts to simplify accounting and recordkeeping. As we work toward this goal, there is one fund that has been dormant for 63 years and I believe there is no basis for continuing to hold the cash in our town assets,

The Belden Fund first appeared in the 1963 Town Report with a \$309.32 balance. There is no information as to why the fund was created except for the general belief that the Town purchased the church clock with a donation by Belden and after the purchase there was a balance of \$302.32 for future maintenance. Over the past 63 years, the cash available has grown to \$2,070.59. This is due to interest earned. There have been no expenditures by the Town.

The Waitsfield Church has maintained and repaired the clock over all the years. The congregation is unaware of the cash being held by the Town.

I recommend that the Town make a \$2,070.59 payment to the Waitsfield United Church of Christ, Inc. to reimburse it for 63 the years of clock expenses and close out the Belden Clock Fund.

Let me know if you have questions concerning this dormant account.

TOWN OF
WAITSFIELD
VERMONT

Annual Report

of the

OFFICERS

1963

For the Year Ending December 31, 1963

AUDITORS' REPORT

Financial Condition of the Town

Currents Assets

Cash in Montpelier Savings Bank and Trust Co, \$ 11,854.12
 Belden Fund 309.32
 Delinquent taxes prior to 1963 3,161.25
 1963 delinquent taxes 6,311.18
 State Aid due 7,753.23

Total Current Assets \$ 29,389.10

Current Liabilities

Notes payable to Bank of Waterbury \$ 21,000.00
 Interest on notes 574.58
 Special tax to School Dept. 2,344.00

Total Current Liabilities \$ 23,918.58
 Balance of Current Funds \$ 5,470.52

Financial Condition of School Dept.

Current Assets

Cash in Montpelier Savings Bank \$ 1,060.14
 Special tax due from Selectmen 2,344.00
 Reimbursement from N. D. E. A. 677.66

Total Current Assets (balance) \$ 4,081.80

School Long Term Liabilities

Notes payable to Montpelier Savings Bank and
 Trust Co, 2 @ \$1,000.00 and 1 @ \$1,259.00,
 One each to be paid annually \$ 3,259.00
 Bonded debt of new school building 105,000.00
 Total interest on bonds 32,120.00

Total long term notes and bonds \$140,379.00

3/31/2026 \$2070.59

JOB CONTRACT

To: Town of Waitsfield

Date: 4/22/26

Job Name location: Waitsfield Vt

JOB DESCRIPTION:

- Mobilization/General Conditions \$1,670
- Site 1-Reset Curbing, prep for new sidewalk and asphalt, Pour new 5" thick sidewalk and patch pave. \$4,641
- Site 2-prep for new sidewalk from end of existing to wooden walkway, pour new 5" thick by 5' wide sidewalk \$1,500
- Site 3-Remove existing sidewalk, grind asphalt at entrance, regrade for positive drainage, install yard drain and daylight, insulate under sidewalk, pour new 8" thick by 5' wide sidewalk and repave entrance with 2" thick \$17,123
- topcoat. \$2,300
- Traffic control \$1,800

Exclusions:

Ledge

All permits and fees are the responsibility of the owner

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

JOB CONTRACT: \$ 29,034



KINGSBURY

INTEGRITY • ADAPTABILITY • EFFICIENCY

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

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

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

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

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

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

OWNER

DATE

OWNER

DATE

SUBMITTED BY

KINGSBURY COMPAINIES, LLC.

DATE

SUMMER WORK PLAN 2026

North Rd.

2' culvert replacement

Berm by Carpenters

Slide

Airport Rd.

Ditch down from Bertha springs

Clean culvert above fields

Brem in front of evergreens

River View

Speed limit sign

2 culverts on River View

Top dress RV

Clean out inlet of big culvert

Center Fayston

Little ditch work at bottom of rd.

Clean catch basins

Old Center

2 small areas of ditching

Loop Rd.

Clean ditch below Moulton's old place

Bragg Hill

Slide

Little ditch work

Bundy

Clean ditches

Rolson Rd.

Top of hill culvert change to a 3 footer

Sherman Rd.

Upper end little ditching

Bowen Rd.

Ditch at end and as where needed

Palmer Lane

Remove apron

Brook Rd.

Culvert

Common Rd.

Culvert above Brook Rd.

2 footer between Ski Vallie's

Snow Shoe Rd.

Message ditch and seed

Palmer Hill

Yeh!

North Rd,

30 inch culvert by Davies

Joslin Hill

Prepare for paving

East Rd.

Remove shoulders

Culvert at end of Raphel Rd.

Bragg Hill

Slide

Trembley Rd.

Clean ditch by Wimbles

Plow turn arounds

Clean berms

Gravel pit

Road

Pit work for crushing

This concludes this years drive around. As time has gone by, it is nice to see the work that has been done.

One note:

The class #3 section of Dana Hill needs to be re-classified to a #4. We are plowing someone's driveway. This has been a very problematic, very short piece of road. We have been stuck several times, losing time, and putting extra wear on our equipment to pull the truck out. We need to start the process. Basically, calling the two landowners that it will impact and tell them they need someone to plow that bit of road. We will still do the grading.

Village Bridge

Checking for timber rot

On Tuesday May 5 a group folks gathered to join the inspection, from contractors to interested citizens. The road crew un-screwed about 50 feet of decking to expose the joists below. We took a knife with a 2.5" blade to feel for rot. Out of 25 joists, 5 were toast, 7 we could work the blade in 2.5" with work, and 12 were solid.

We also exposed the main carrying beam, which is two pieces of timber with a 1.5" spacer allowing moisture to pass through. The area where we exposed showed very solid timbers. One note, we need to do a bit more cleaning in-between the carriers to clean out some debris.

The work started on the west end of the bridge. Our work took us just past mid-way through the bridge. From underneath, you could see that the East end of the bridge was in far better condition than the West. The approach from that end needs some shims replaced to take out the bounce when entering the bridge. Also noted was the concrete abutment needs some crack filling.

There is some work that our Town crew can do. The West end needs a couple of posts under two joist that will sit on foundation, 30 some inches long. They will fit that into an already busy season. We still need to figure out the cleaning of the main carrying beam.

We all agreed that the bridge is not going to fall into the river. The speed people carry going through the bridge and the weight of vehicles are the big obstacles of the longevity for the bridge. Enforcement is going to be tough, but pickup truck people are going to have to figure this out and go around to other routes.

When it comes to write a RFP, I have some ideas to throw out there, so maybe we do not have to take up the deck.

Joist schedule from West end

1/2"

2/1/4"

3/toast 3 and 4 are going to get posts under their middle

4/toast

5/1/4"

6/1/4" 10X10

7/1/4" 10X10

8/2.5"

9/2.5"

10/1"

11/2.5"

12/toast

13/2.5"

14/2.5"

15/1/4"

16/1/4"

17/1/2"

18/2.5"

19/1/4"

20/2"

21/toast

22/1"

23/toast

24/toast

25/1"



VERMONT

AGENCY OF TRANSPORTATION

FY Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

SAMS #: Grantee FY End Month (mm format):

DISTRICT CONTACT (name):

Phone: E-Mail:

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# ____, (Name)_____ which is a class ____ town highway.

Bridge #_____, which crosses _____

Culvert # ____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: Longitude: MM (If Available):

Problem:

Reason For Problem:

Proposed Scope of Work:

Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? YES NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
Other:	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input type="checkbox"/> YES <input type="checkbox"/> NO	

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

Town of Waitsfield

4144 Main Street, Waitsfield, VT 05673

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

Flemer Field Community Green Use Form

Group making Request: Sugarbush Polo Club Date: 4/28/2024
Address: 1856 West Hill Road Waitsfield VT Phone: 802 349 8012
Street City, State Zip
Date(s) requested for use: 5/23 to 10/15 Time of Use: from 9 a.m./p.m. to: 7 a.m./p.m.
Purpose: Polo

Is the general public invited? Yes No

Is your organization: For Profit Not for Profit Other _____

Will admission be charged? Yes No

Do you need any special equipment? Yes No

If yes, please specify: Goal Post, mower, Rollo (Lawn)

Other Information (optional): Weather dependent, mostly weekends but occasionally weekday (match 1pm to 4pm)

Person Name: Mitch Taylor
Responsible: Phone: 802 349 8012
Address: 1856 West Hill Road Waitsfield VT 05674
E-mail: tm.taylor@madriver.com

Rules & Policies:

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

- ❖ **Non-Discrimination:** Participants shall not be discriminated against on the basis of gender, sexual orientation, or race.
- ❖ **Preference:** In the event of a conflict, the Green shall be accessible to the widest number of users.
- ❖ **Trash:** Pack it in, pack it out.
- ❖ **Neighboring Properties:** The use of the Green shall be respectful of the neighboring properties and their uses. Activities, including parking, shall be conducted in a manner that is as unobtrusive as possible. Crossing through neighboring properties shall be avoided.
- ❖ **Parking:** Any parking located on the premises shall serve only those making use of the property as and for a Village Green and shall be located only within the Access Easement, which is a fifty foot (50') wide right-of-way for ingress and egress running generally along the westerly portion as shown on the site plan as "50' Access Easement to Lots #1 and #3." No parking will be allowed on the Green that serves any off-site business or purpose. On-street parking restrictions shall apply.
- ❖ **Additional information:** _____

I have read and agree to the terms and conditions of this form.

Signature of the Person Responsible: _____

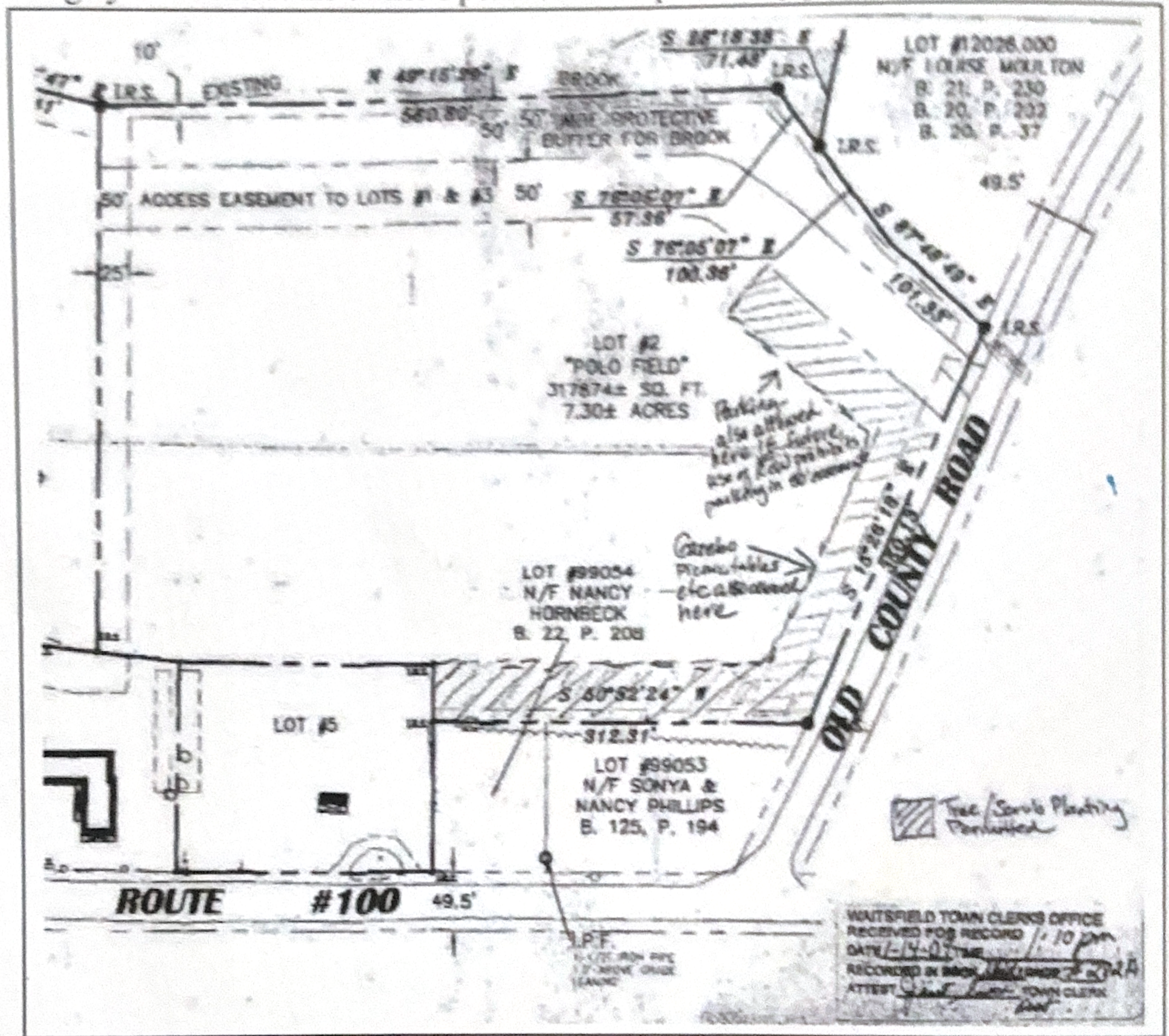
Approved Conditions: _____

Denied Reason: _____

Approving Town Official Signature: _____

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

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



street parking restrictions must be obeyed or vehicles may be ticketed or towed.

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

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

Signature of the Person Responsible *[Signature]* Date: 7/28/2026

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



Town of Waitsfield
Application for Public Festival Permit

May 8, 2026

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: Mad Marathon & Mad Half, Relays, 5K & 10K

- 2) Date(s) of Festival: July 12, 2026/July10, 2026 Concert at the Inn at the Round Barn Farm (6-9PM) / July 11, 2025 Mad Carbo Dinner at the Inn at the Round Barn Farm (6 to 9PM) plus youth Mad Mile and Toddler Kids Run
Request Set up on July 11, 2025 Mad River Green at 2:00PM

- 3) Location of Festival: Mad River Green & 26.2 mile road course (see attached #11)

- 4) Hours of Festival: 5:30AM to 6:00PM

- 5) Sponsor of Festival: Mad Valley Sports / 501(c)3 and Mad Marathon
 Address: P.O. Box 28
Waitsfield, Vermont 05673
 Phone #: (802) 363-9863 e-mail: dori@madmarathon.com

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

<u>Dori Ingalls</u> Name <u>(802) 363-9863</u> Phone <u>P.O. Box 28</u> Address <u>Waitsfield, Vermont 05673</u>	<u>Ian Sweet</u> Name <u>(802) 363-1712</u> Phone <u>P.O. Box 28</u> Address <u>Waitsfield, Vermont 05673</u>
--	---

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.

<u>Mad River Green Shops/Ryan & Joe McGuane</u> Owners <u>(802) 234-1213</u> Phone	<u>15 Main Street Ayer, MA 01432</u> Address
---	---

8) A. Number of tickets to be printed, if applicable: NA

B. Number of persons reasonably expected to attend: 1,750

C. Fee: \$25 for each 250 persons expected to attend: \$ \$175.00

D. If festival is charitable or non-profit, are you requesting a fee waiver? Yes
Town of Waitsfield, Application for Public Festival Permit, Page 2

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:

SEE ATTACHED

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

SEE ATTACHED

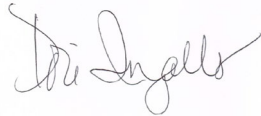
11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

SEE ATTACHED

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

SEE ATTACHED

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



Signature

Dori Ingalls May 8, 2026
Printed Name of Applicant Date



Disposition of application – For Town Use Only

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

Conditions:

By: Waitsfield Selectboard

Town of Waitsfield

Application for Public Festival Permit- Mad Marathon ATTACHMENTS

9) **Specific arrangements proposed to be made for off-street parking, sanitation facilities, traffic control, security, crowd/noise control, food & beverage service.**

The race start/finish is in the Mad River Green, host to the Farmer's Market on Saturdays during the summer months. Sufficient parking is available for the Mad Marathon since Sunday is a low traffic day.

Portable toilets will be set at the race start/finish and at key locations on the route.

Twenty-one aid stations will be set on the route providing water and fluid replacement drinks and offering assistance as needed.

A medical tent with personnel and emergency equipment will set up at the race finish area.

Traffic control officers will be consulted and hired to manage traffic detail race day. Course marshals and flaggers will be coordinated according to traffic regulations and recommendations. Traffic control and security officers will coordinate with all race officials.

Marathon participants welcome crowd encouragement throughout the course and especially on the Finish Line. However, the course marshals and security officers will be alert to any possible adverse situations.

Food and beverage service is detailed in Item #12.

10) **Summary of advertising and sign material including scope, general description and estimated budget therefore.**

The Mad Marathon advertising and media campaign is extensive.

Locally we will promote the event on MadTV12 with a 30 second commercial, along with advertising and press releases throughout the year in the Valley Reporter, Burlington Free Press, Times Argus and other Vermont newspapers along with Sport Publications. In addition, the Mad Marathon will be hanging banners and posters throughout the Valley and in Vermont sport agencies and shops.

The regional and national markets will also be pursued. We are promoting the Mad Marathon as "The World's Most Beautiful Marathon"TM. It is our intention to reach travel and sport markets with press releases promoting our unique race and the magical lure of sport in Vermont. Promotions will be ongoing in New England, New York, nationally and through our website and social networks, world-wide.

After a worldwide search, National Geographic chose the Mad Marathon to be included in their new book, "*100 Runs of a Lifetime*". The book includes 99 other classic and world famous runs from around the world. The Mad River Valley is highlighted in the publication. *More information attached*

We are honored as a Vermont Chamber of Commerce Top Ten Summer Event 2018, 2019, 2020 & 2022 which adds to our exposure. Additionally, we have been chosen by Runners World Magazine on their Bucket List as a Top Ten Destination Marathon 2018, 2019, 2020 (canceled) and 2021, This award was given to four US Marathons, ours, Kauai, Hawaii;⁶⁵

Missoula, Montana and Anchorage, Alaska. The remaining six on the list are Paris, Rome, Sydney, Norway, Stockholm and China. Link: <https://www.runnersworld.com/races-places/a25800170/bucket-list-races-for-new-year/>

Advertising Summary - 2026

<u>PUBLICATION</u>	<u>FORMAT</u>	<u>SCHEDULE</u>
World Running Clubs	Calendar/Email blasts	Ongoing
Social Media	FACEBOOK ADS/Twitter etc.	Ongoing
Runner's World	Calendar	Ongoing
Runner's World	AD	5/26 to 7/26
Marathon Maniacs	Banner/Article/Facebook	8/25 to 7/26
Ambassadors	Social Media	Ongoing
Event Hui	Banner ADS	Ongoing
Paypal	Fundraising Web/Article	Ongoing
Marathon Guide	Calendar/Banner	Ongoing
RUNZY	Calendar/ADS	Ongoing
Texas Run Promotions	AD/listing	6/26 to 7/26
USA Running	Calendar	1/26 to 7/26
Half Marathon Guide	Calendar	1/26 to 7/26
Press Releases	Local/Vermont	5/26 to 7/26
USA Track & Field	Calendar	2/26 to 7/26

Estimated Budget: \$8,200.00

11) **General nature of the festival, persons scheduled to appear and description of program.**

A full and half marathon winding through 26.2 miles of dirt and back roads in the Mad River Valley. A course detail follows:

Mad Marathon Route

Location	Miles
Slow Road Start	0.0
Slow Road RT100 to Bridge Street	0.6
East Warren Road/Junction Joslin	1.0
Joslin/North Road	2.2
North Road/Meadow Rd	4.5
North Rd Turnaround 1.3m	5.8
NR Meadow/Common Road/East Road	9.4
Common/East Warren Rd	12.1
East Warren/Roxbury Mtn	15.5
Roxbury Mtn/Senor Rd	16.1
Senor/Fuller Hill	17.4
Fuller Hill/Plunkton	17.9
Plunkton/Brook Rd	18.7
Brook.East Warren Rd	19.3
East Warren/Common	22.7
EWR - Common/Round Barn	23.6
EWR – Round Barn/Joslin	24.9
ERW – Joslin To Rt 100	25.3
Rt 100 –Finish	26.2

Road Usage

Roads	Distances	Totals
Rt 100	0.6 + 0.6	1.2
Bridge Street	0.1 + 0.1	0.2
East Warren Rd	0.3 + 3.4 + 5.9	9.3
Joslin Hill Road	1.2	1.2
North Road	2.3 + 1.3 + 1.3 + 2.3	7.2
Meadow Road	0.2+0.2	0.4
East Road	0.05+0.05	0.1
Common Rd	2.7	2.7
Roxbury Mt Rd	0.6	0.6
Senor Rd	1.3	1.3
Fuller Rd	0.5	0.5
Plunkton Rd	0.8	0.8
Brook Rd	0.6	0.6
Slow Rd Loop	0.3	0.3
Total	26.2	26.2

The Mad Half will be an out and back loop race with a turn-around at 6.55 miles on North Road. The start and finish of both races will be at Mad River Green in Waitsfield Village with less than a mile on Route 100 in both directions. This Sunday morning event promises to again lure a crowd from the local community along with visitors and support groups.

Economic impact on the Mad River Valley:

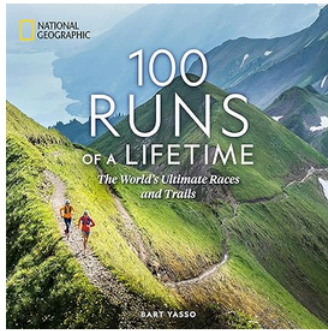
Although our 2026 race faces unknowns for travelers, based on a field of 1,200 runners, the economic impact on the Mad River Valley will be considerable. Data published in the most recent Vermont Department of Tourism & Marketing study reports the average overnight visitor spends \$239.00 per day on lodging, shopping, recreation, food and beverage. A party of two spends \$339.00 per day. The typical marathoner will spend 3.5 days on location with a family member or \$1,186.50. The majority of our runners are from out of state or country. Therefore, if 95% of the field for the race are overnight visitors to the Valley, that would total \$1,352,610. Day visitors to the Valley as athletes, spectators and support teams will spend an average of \$42.00 per day, therefore raising the total impact to roughly, \$1,550.00.

12) If food and beverage are to be provided, indicate name and address of providers.

Generally, a marathon will host a pasta/carbo dinner the night before the race. However, the Mad Marathon will again be organizing the MAD CARBO with local restaurants hosting smaller private parties through out the Valley. The Inn at the Round Barn Farm will host a MAD CARBO Dinner for runners and their families.

At the Race Finish, water, fluid replacement drinks, sport bars, donuts, bagels, chips and fruit will be available for athletes.

Note: NATIONAL GEOGRAPHIC BOOK “*100 Runs of a Lifetime*”:



Roll over image to zoom in

100 Runs of a Lifetime: The World's Ultimate Races and Trails

Hardcover – April 15, 2025

by [Bart Yasso](#) (Author)

[See all formats and editions](#)

 **Pre-order Price Guarantee.** [Terms](#) 

Discover the best runs and races around the globe with this beautifully illustrated, expertly curated collection from National Geographic.

Runners of all skill levels—even those going from couch to 5k—will find something unforgettable among these 100 runs and races, including all six of the iconic World Marathon Majors to courses that traverse Hawaii, Iceland, and Italy's stunning Amalfi Coast.

See you at the starting line! This extraordinary guidebook contains 100 of the best running routes around the globe. With one-of-a-kind experiences for every type of runner, from novices to seasoned marathoners, runners will find the best routes for scenic views, on-course entertainment, and new PRs.

In addition to classics like the Boston Marathon, the Hood to Coast 200, and the Rim to Rim to Rim Grand Canyon challenge, runners will be delighted to find new routes including:

- A picturesque path along Italy's Amalfi Coast
- The 38-mile Timberline Trail, which loops around 11,240-foot-tall Mount Hood in Oregon
- New Zealand's Kepler Track across alpine ridgelines and forest
- The Lake Ouachita Vista Trail in Arkansas' Ouachita National Forest
- A 16-mile paved path on the flanks of the Rio Grande just north of Albuquerque New Mexico
- A jaunt through the 56-acre Luxembourg Gardens in Paris
- An endurance run along the 170-mile-loop of the Tahoe Rim Trail

And so much more!

Along with everything you need to know about each of these bucket list-worthy tracks runs, you'll also find expert travel advice for when to go, where to stay, what to eat, and what to do when you're off the course.

All that's left to do is lace up your shoes and go!

- 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:

We have gotten permission from all neighboring businesses for parking. We will have the sherrif on site on Saturday. Volunteers will be posted for parking and security/crowd control.

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

The PTA pays for ads in the local papers. We also post on FPF. We will be hanging posters as well as lawn signs leading up to the sale. We usually spend about \$1,000 on advertising/marketing.

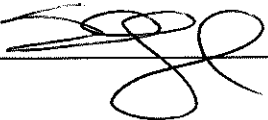
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

This is a ski and skate sale where vendors and the general public can sell and also purchase their ski gear.

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

No food or beverages will be served.

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

Sophia Tretiak 
Signature

Sophia Tretiak
Printed Name of Applicant

04/10/2026
Date

.....

Disposition of application – For Town Use Only

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

Conditions:

By: Waitsfield Selectboard

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: Valley Field Days
- 2) Date(s) of Festival: May 30, 2026
- 3) Location of Festival: Kenyon's Field - Waitsfield
- 4) Hours of Festival: 10-5pm
- 5) Sponsor of Festival: Kingsbury Companies
 Address: 58 Center Rd
Middlesex, VT 05602
 Phone #: 802 496 2205 x 21 e-mail: stwitchell@kingsburyco.com

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

<u>Cody Balch</u>	
Name	Name
<u>802-261-0357</u>	
Phone	Phone
<u>58 Center Rd</u>	
Address	Address
<u>Middlesex VT 05602</u>	

- 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.

<u>Doug Kenyon</u>	<u>3337 Main St</u>
Owner	Address
<u>802 496 3922</u>	<u>Waitsfield VT 05673</u>
Phone	

- 8) A. Number of tickets to be printed, if applicable: 0
- B. Number of persons reasonably expected to attend: 100
- C. Fee: \$25 for each 250 persons expected to attend: \$
- D. If festival is charitable or non-profit, are you requesting a fee waiver? N/A
 If so, please explain the charitable or non-profit nature of the event: Community event

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

Parking onsite

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

A community event open to public valley Field day expo contractors sponsoring event and donating to downstream housing /vt habitat for

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

Get community together help support each other

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

Mad Taco
Dino BBQ
American Flat Bread

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

[Signature] Sheena Twitek 4/27/24
Signature Printed Name of Applicant Date

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

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

Conditions:

By: Waitsfield Selectboard



State of Vermont
Policy, Planning & Intermodal Development Division
Policy, Planning and Research Bureau
Development Review & Permitting Services Section
Barre City Place, 219 North Main Street [phone] 802-636-0037
Barre, VT 05641 [ttd] 800-253-0191
vtrans.vermont.gov

Agency of Transportation

April 24, 2026

Town of Waitsfield
York Haverkamp
4144 Main Street
Waitsfield, VT 05673
(Via E-Mail Only)

Subject: Waitsfield, VT100, L.S. 0203+81 ~ 0205+92 LT

Dear Mr. Haverkamp,

Your application for a permit to work within the State Highway right-of-way to regrade and repave for surface improvement from highway to sidewalk, at the location indicated, has been processed by this office and is enclosed.

The access at L.S. 205+92 was permitted under VTrans permit number 38936 and had a final inspection completed on August 3, 2017. This permit does not supersede earlier permit 38936 as all conditions of original permit 38936 still apply.

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting.

Please note that the Vermont Agency of Transportation is not a member of Dig Safe. The Permit Holder shall also contact Dan Ertel, State Signal Supervisor, at (802) 343-2188. Mr. Ertel will need to locate and mark all existing buried utility facilities owned by the Agency near the location of the proposed work.

Upon completion of the work, the Permit Holder shall be responsible to schedule and hold a final inspection. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection.

Please contact the District Transportation Office #6 prior to starting work in the state highway right-of-way. The telephone number in Berlin is (802) 241-0172.

Sincerely,

DocuSigned by:
Nathan Covey
9CE869E33627456...

Nathan Covey
Permit Coordinator
Permitting Services

Enclosures

cc: (via e-mail only)
District Transportation Office #6

PERMIT ID# 47726

Town: Waitsfield
Route: VT 100
Mile Marker: 3.86-3.9 LT
Log Station: 203+81-205+92 LT

VERMONT AGENCY OF TRANSPORTATION State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Waitsfield, York Haverkamp, 4144 Main St. Waitsfield, VT 05673. york.haverkamp@waitsfieldvt.gov (802) 496-2218

Co-Applicant's Name, Address, E-mail & Phone No. (if different from above) _____

The location of work (town, highway route, distance to nearest mile marker or intersection & which side) 44.193126, -72.821576 West side of VT 100 (Main) Waitsfield approximately 293 feet south of Old County Rd. Adjacent to Town office at 4144 Main.

Description of work to be performed in the highway right-of-way (attach plan) Removal and replacement of deteriorated pavement within the highway ROW at the existing curb cut entrance to the Waitsfield town office. Work includes grading and seeding of the Grass lawn strip between the sidewalk and the south face of the building, running parallel to RT 100. No new access point is being created. this is repair and beautification of existing conditions.

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

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

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

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

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

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

Date applicant expects work to begin Summer June/July 20 26

Owner/Applicant: York Haverkamp Position Title: Town administrator

(Print name above)

Sign in Shaded area:		Date:	<u>4.13.2026</u>
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Co-Applicant: _____ Position Title: _____

(Print name above)

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

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

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

PERMIT APPROVAL

This covers only the work described below: Permission is granted to work within the State Highway right-of-way to regrade and repave for surface improvement from highway to sidewalk, at the location indicated, in accordance with the attached plan and permit special conditions.

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

Date work is to be completed December 1, 2026 Date work accepted: _____

Signed by: Theresa C. Gilman By: _____
10220048B424498... Issued Date April 24, 2026 DTA or Designee
 Authorized Representative for Secretary of Transportation

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

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at: 2178 Airport Rd, Berlin VT 05641

District #6 1736 US 302, Berlin, VT 05641 (802) 241-0172

Applicant to Complete

RESTRICTIONS AND CONDITIONS

DEFINITIONS:

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

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

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

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

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

GENERAL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS:

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

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

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

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

DRAINAGE:

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

UTILITY WORK; CUTTING AND TRIMMING TREES:

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

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

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

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

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

JOINT PERMITS:

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

Town of Waitsfield
Waitsfield, VT100, L.S. 0203+81 ~ 0205+92 LT
April 24, 2026
Page 1 of 4

SPECIAL CONDITIONS

This permit is granted subject to the restrictions and conditions on the back of the permit, with particular attention given to the Special Conditions listed below. This permit pertains only to the authority exercised by the Vermont Agency of Transportation (Agency) under Vermont Statutes Annotated, Title 19, Section 1111, and does not relieve the Permit Holder from the requirements of otherwise applicable statutes, rules, regulations or ordinances (e.g., Act 250, zoning, etc.). The Permit Holder shall observe and comply with all Federal and State laws and local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over the work, and the Permit Holder shall defend, indemnify, and save harmless the State and all its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws, ordinances, regulations, order, or decree, whether by the Permit Holder in person, by an employee of the Permit Holder, by a person or entity hired by the Permit Holder, or by a Subcontractor or supplier.

The Permit Holder shall accomplish all work under this permit in accordance with detail D and the profile and notes of standard drawing B-71B, copy attached, and the attached plan dated received 04/14/2026.

The access at L.S. 205+92 LT was permitted under VTrans permit number 38936 and had a final inspection completed on August 3, 2017. This permit does not supersede earlier permit 38936 as all conditions of original permit 38936 still apply.

A preconstruction meeting to discuss work to be completed must be held prior to the Permit Holder's employees or contractor beginning work. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such meeting.

Please note that the Vermont Agency of Transportation is not a member of Dig Safe. The Permit Holder shall also contact Dan Ertel, State Signal Supervisor, at (802) 343-2188. Mr. Ertel will need to locate and mark all existing buried utility facilities owned by the Agency near the location of the proposed work.

Upon completion of the work, the Permit Holder shall be responsible to schedule and hold a final inspection. The Permit Holder is required to notify the District Transportation Administrator five (5) working days in advance of such inspection.

Roadway shoulder areas must be maintained free of unnecessary obstructions, including parked vehicles, at all times while work is being performed under this permit.

All grading within the State Highway right-of-way associated with the proposed construction shall be subject to inspection and approval by the District Transportation Administrator or his or her staff. The Permit Holder shall be responsible for ensuring that all grading work in or on the State Highway right-of-way complies with applicable statutes, rules, regulations or ordinances.

In areas to be grass covered, the Permit Holder shall restore turf by preparing the area and applying the necessary topsoil, limestone, fertilizer, seed, and mulch, all to the satisfaction of the District Transportation Administrator. The Permit Holder shall be responsible for ensuring that all turf

Town of Waitsfield
Waitsfield, VT100, L.S. 0203+81 ~ 0205+92 LT
April 24, 2026
Page 2 of 4

restoration work in or on the State Highway right-of-way is in compliance with applicable statutes, rules, regulations or ordinances.

No change shall be made to the design, operation or use of the approved access without a permit amendment issued by the Agency of Transportation or a guidance document from the Development Review and Permitting Services Section that a permit amendment is not required.

The access must be re-constructed in such a manner as to prevent water from flowing onto the State Highway. If the access is not constructed satisfactorily, the District Transportation Administrator can order reconstruction of the access at the Permit Holder's expense.

The Permit Holder shall pave the access (drive) from the edge of paved shoulder to the State Highway right-of-way.

In the event of the Permit Holder's failure to complete all the work, approved under this permit, by the "work completion date," the Agency, in addition to any other enforcement powers that may be provided for by law, may suspend this permit until compliance is obtained. If there is continued use or activity after suspension, the Agency may physically close the driveway or access point if, in the Agency's opinion, safety of highways users is or may be affected.

The Permit Holder shall promptly and unconditionally pay for full repair and restoration of any and all damages to existing underground utility facilities (meaning any underground pipe, conduit, wire or cable, including appurtenances) that have been brought about by the execution of the permitted work. The Permit Holder also is required to pay for any costs to repair the highway following and resulting from any repairs to existing utilities occurring as a result of the work covered by this permit.

The Permit Holder shall verify the appropriate safety measures needed, prior to construction, so proper devices and/or personnel are available when and as needed. Traffic control devices, shall be in conformance with the MUTCD, Agency standards and any additional traffic control deemed necessary by the District Transportation Administrator. The Permit Holder's failure to utilize proper measures shall be considered sufficient grounds for the District Transportation Administrator to order cessation of the work immediately.

The Permit Holder will perform construction in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, the Permit Holder shall provide a sign package that conforms to the MUTCD or Agency standards, as well as trained Flaggers. The District Transportation Administrator may require a similar sign package with trained Flaggers whenever it is deemed necessary for the protection of the traveling public. In addition, the District Transportation Administrator may require the presence of Uniform Traffic Officers (UTOs); moreover, the presence of UTOs shall not excuse the Permit Holder from its obligation to provide the sign package and Flaggers.

When traffic control becomes so complex that the traffic control cannot be accomplished using Agency standards, the Permit Holder must submit a traffic control plan to the Agency's Permitting Services office for Agency approval prior to beginning work.

The Permit Holder shall ensure that all workers exposed to the risks of moving highway traffic and/or construction equipment wear high-visibility safety apparel meeting the requirements of ISEA

Town of Waitsfield
Waitsfield, VT100, L.S. 0203+81 ~ 0205+92 LT
April 24, 2026
Page 3 of 4

(International Safety Equipment Association) "American National Standards for High-Visibility Safety Apparel," and labeled as ANSI (American National Standards Institute) 107-2004, or latest revisions, for Performance Class 2 or 3 requirements. A competent person - one designated by the Permit Holder's Contractor to be responsible for worker safety within the activity area of the State highway right-of-way - shall select the appropriate class of garment. The Engineer may suspend this permit until compliance is obtained.

Independence; Liability: The Permit Holder will act in an independent capacity and not as officers or employees of the State.

The Permit Holder shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Permit Holder or of any agent of the Permit Holder. The State shall notify the Permit Holder in the event of any such claim or suit, and the Permit Holder shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

The Permit Holder shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Permit Holder.

Insurance: Before beginning any work under this Permit the Permit Holder must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Permit Holder to maintain current certificates of insurance on file with the State for the duration of work under the Permit. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Permit Holder for the Permit Holder's operations. These are solely minimums that have been established to protect the interests of the State.

Workers' Compensation: With respect to all operations performed under the Permit, the Permit Holder shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

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

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

\$2,000,000 Per Occurrence

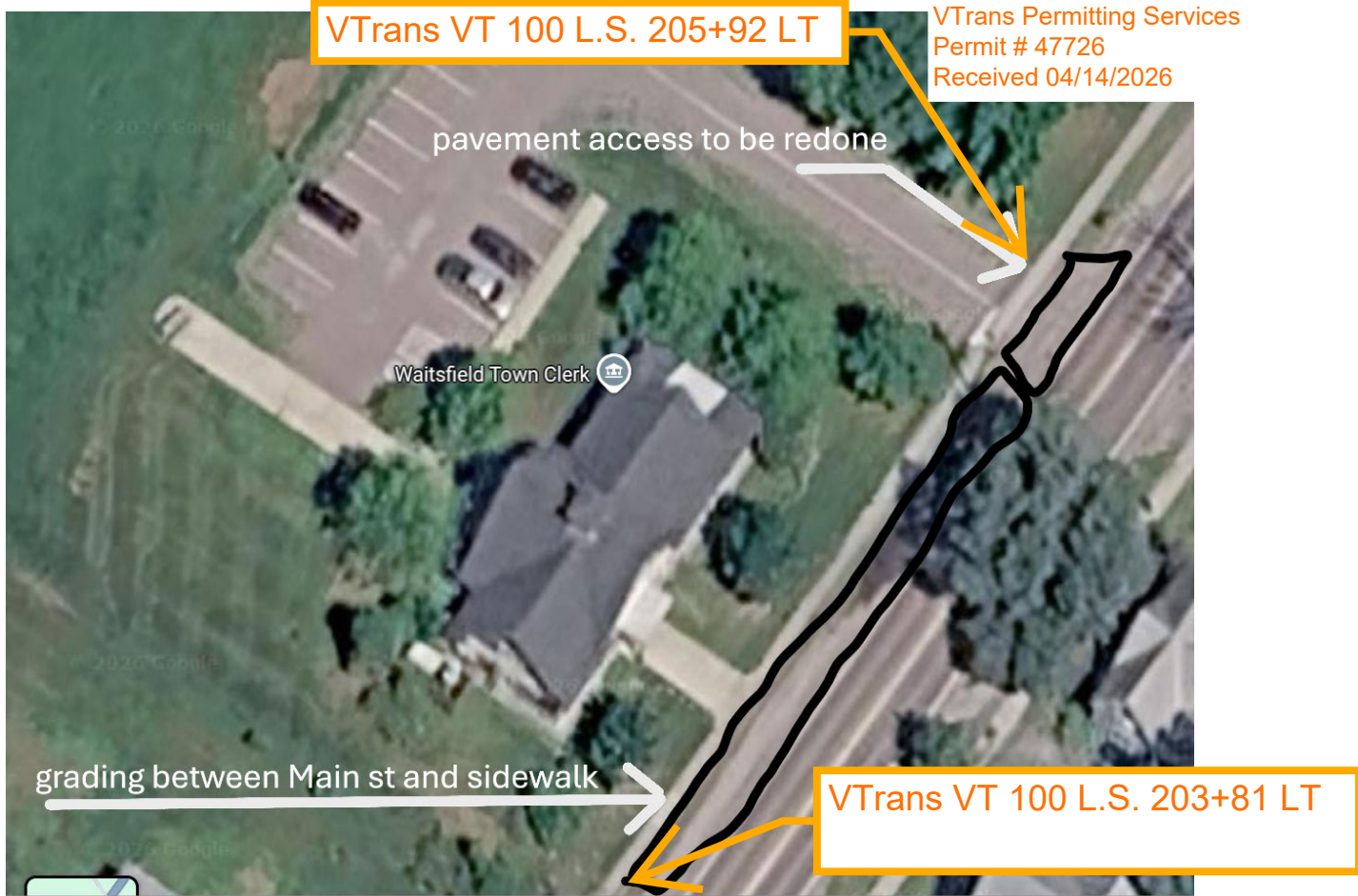
Town of Waitsfield
Waitsfield, VT100, L.S. 0203+81 ~ 0205+92 LT
April 24, 2026
Page 4 of 4

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/Legal Liability

Permit Holder shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Permit.

Automotive Liability: The Permit Holder shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Permit. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Permit Holder shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Permit.



Waitsfield VT Town Office
Resurfacing improvement
from sidewalk to highway

24 ft Existing Access
permitted under VTRANS
PERMIT ID 38936

VTrans Access
Standard B-71B
radii

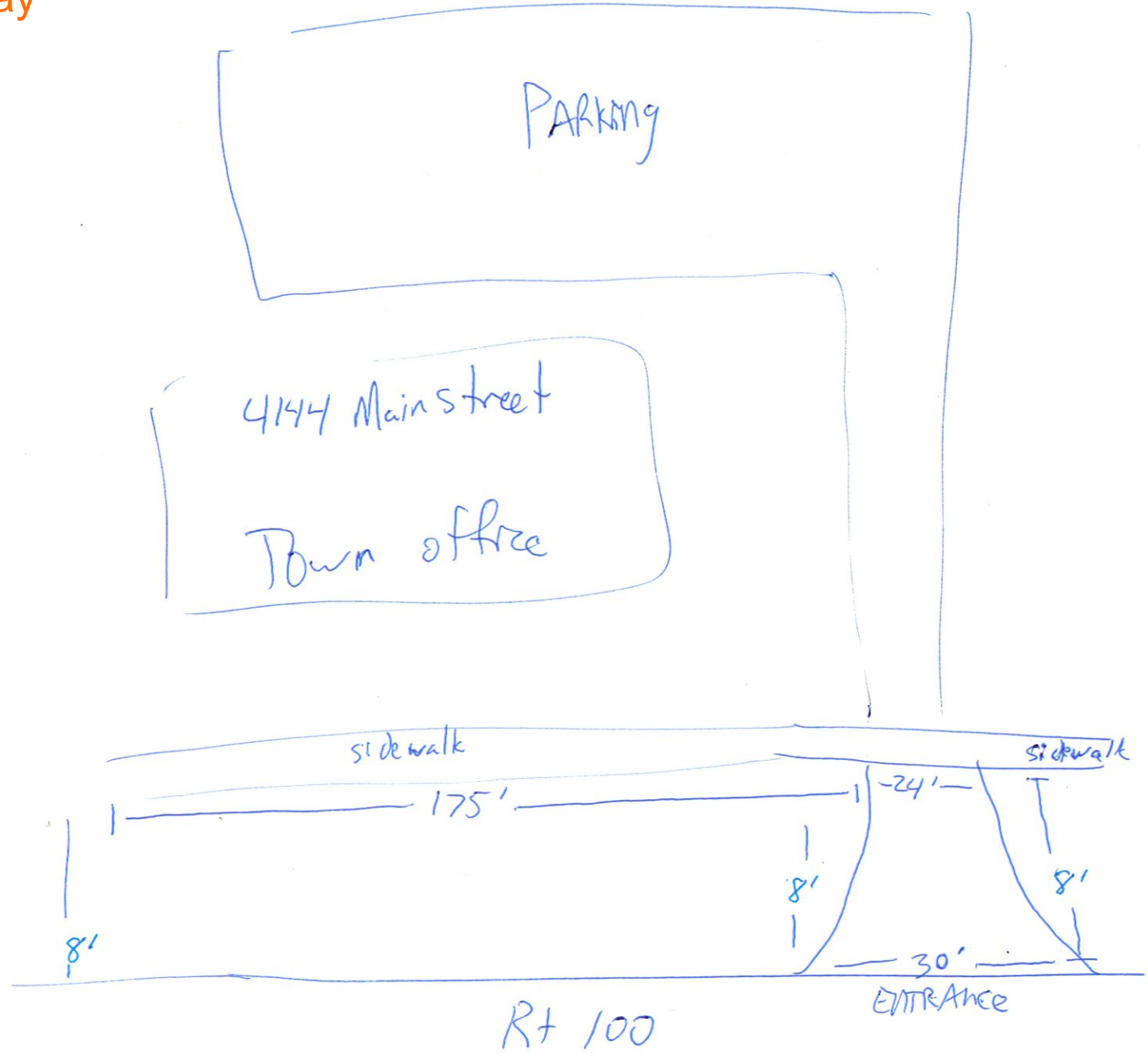
VTrans Access
Standard B-71B
minimum 5 inch
depression

establish turf

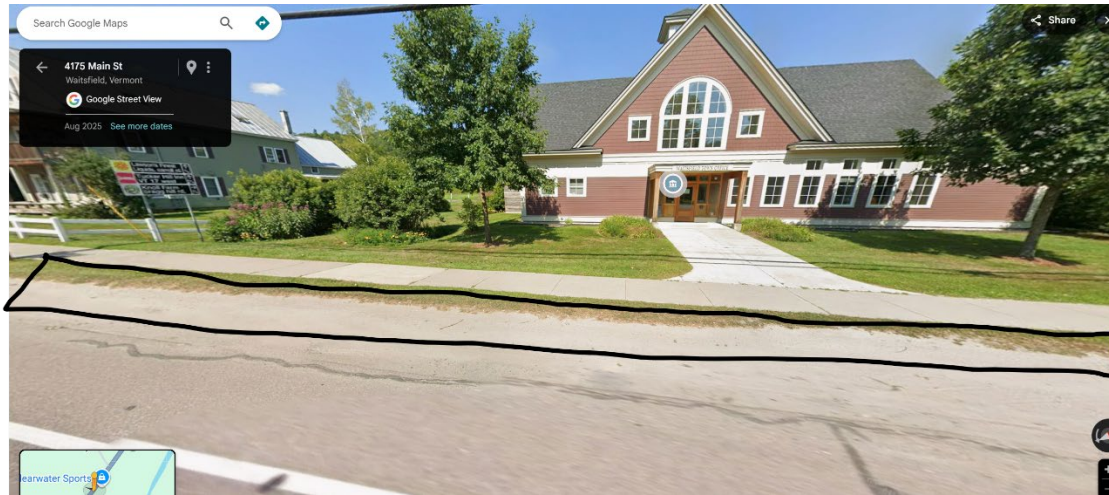
establish turf

VTrans Permitting Services
Permit # 47726
Received 04/14/2026

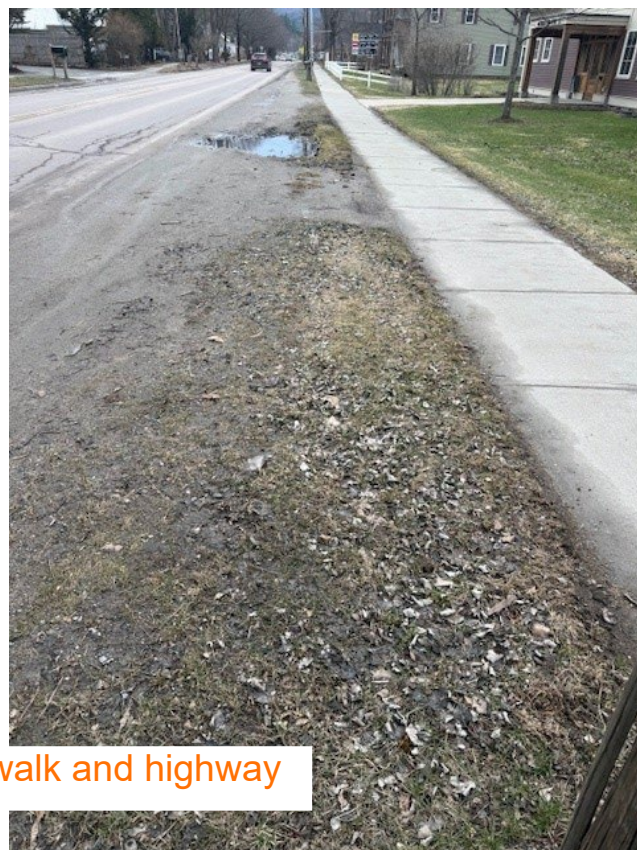
Waitsfield VT Town Office Resurfacing improvement from sidewalk to highway



Waitsfield VT Town Office Resurfacing improvement from sidewalk to highway



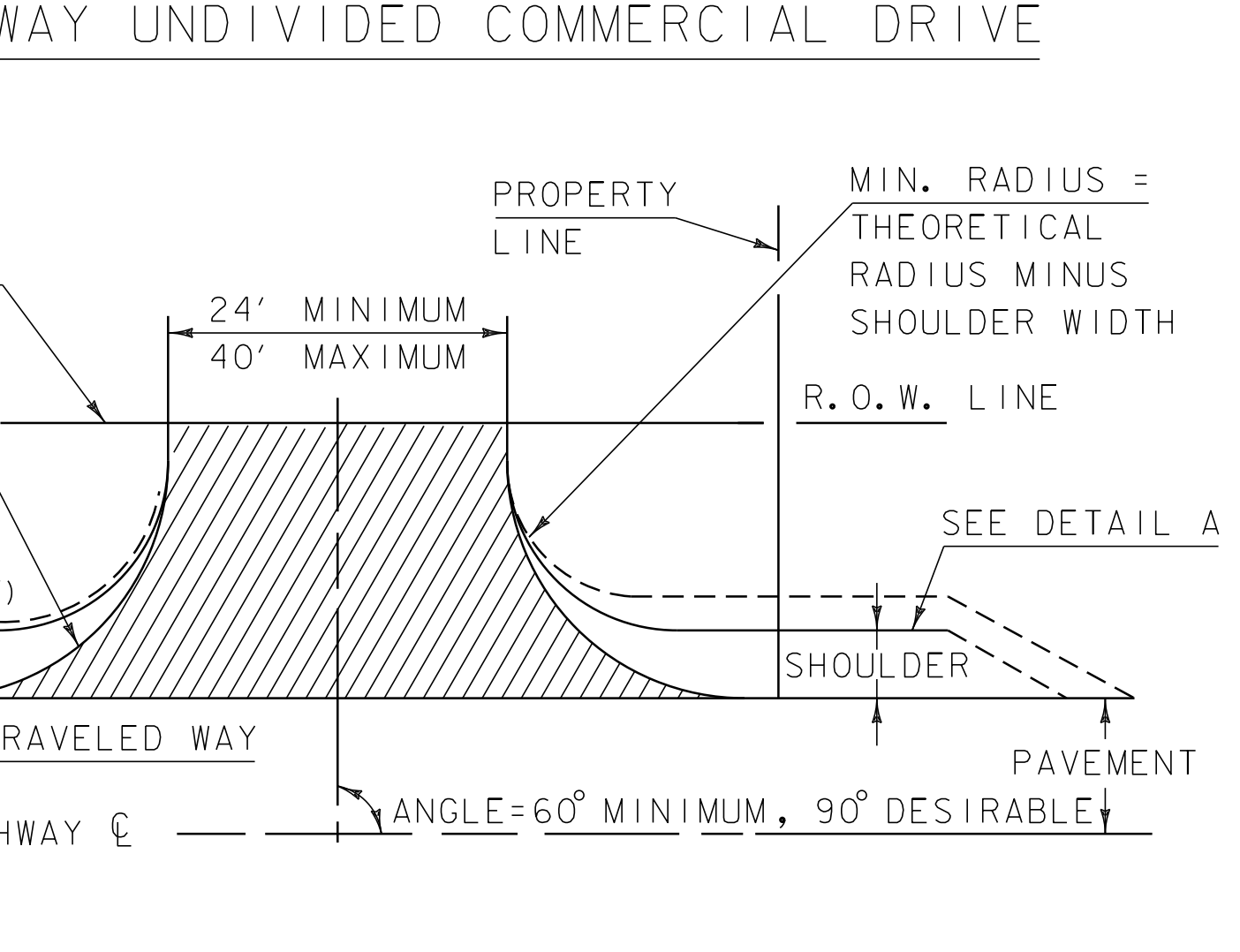
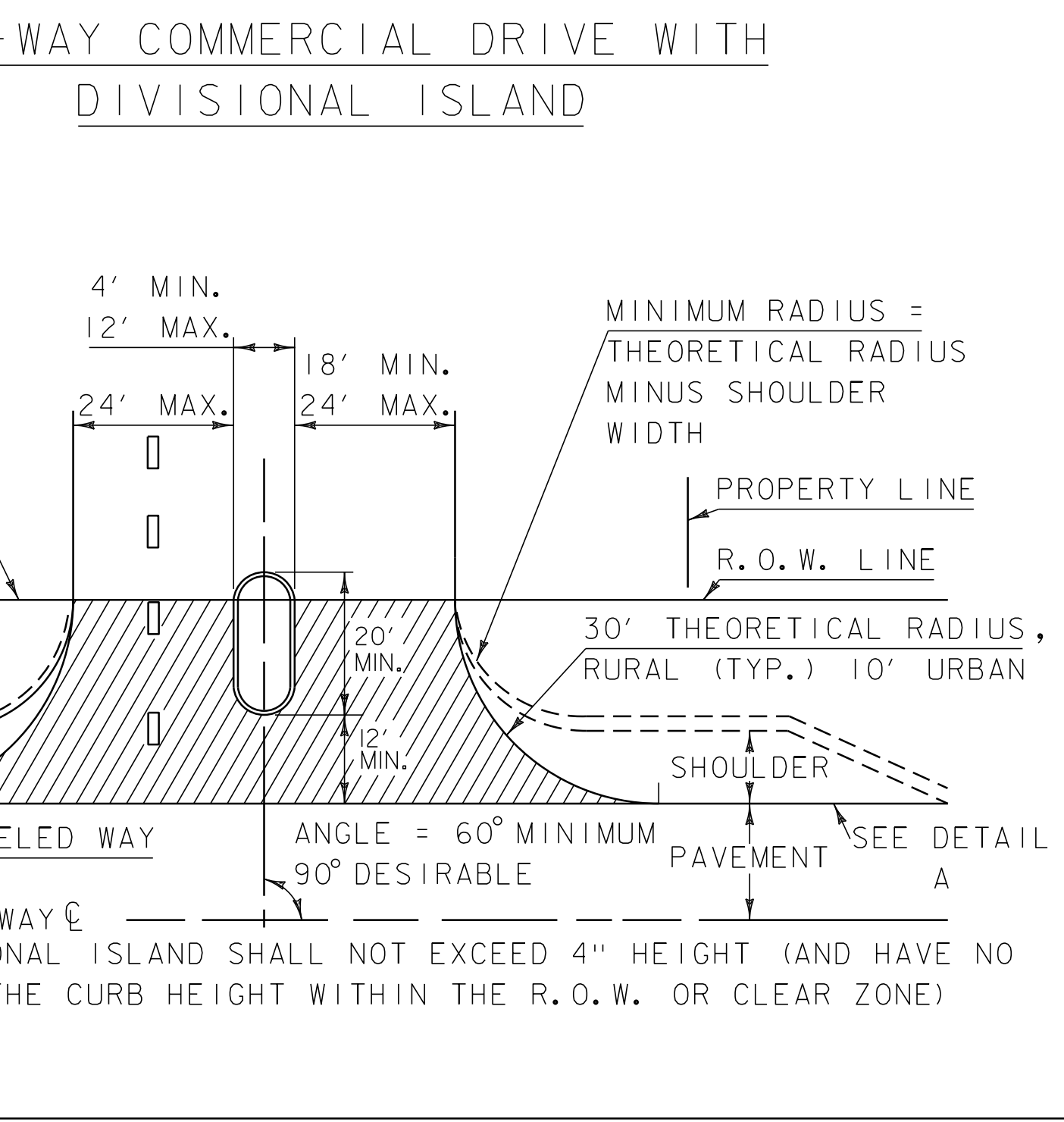
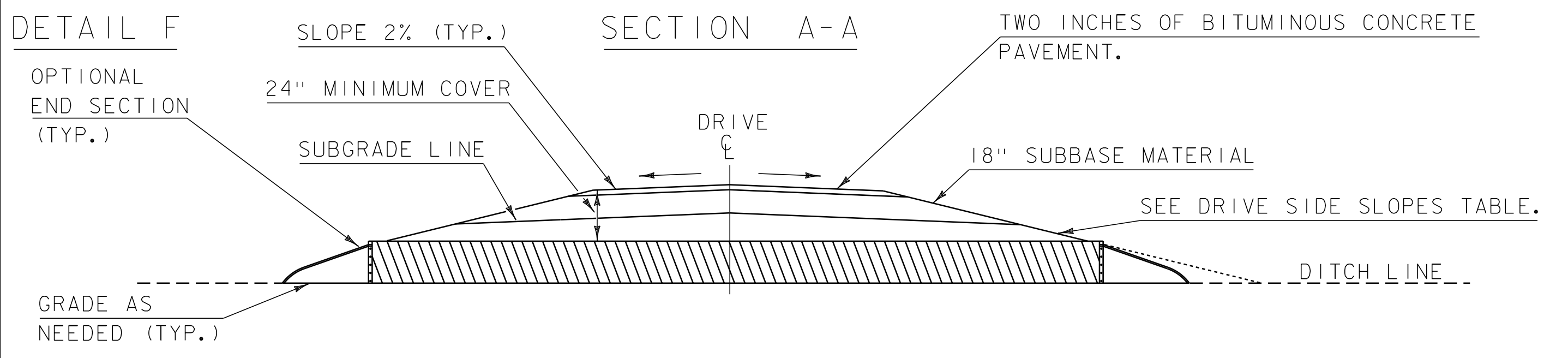
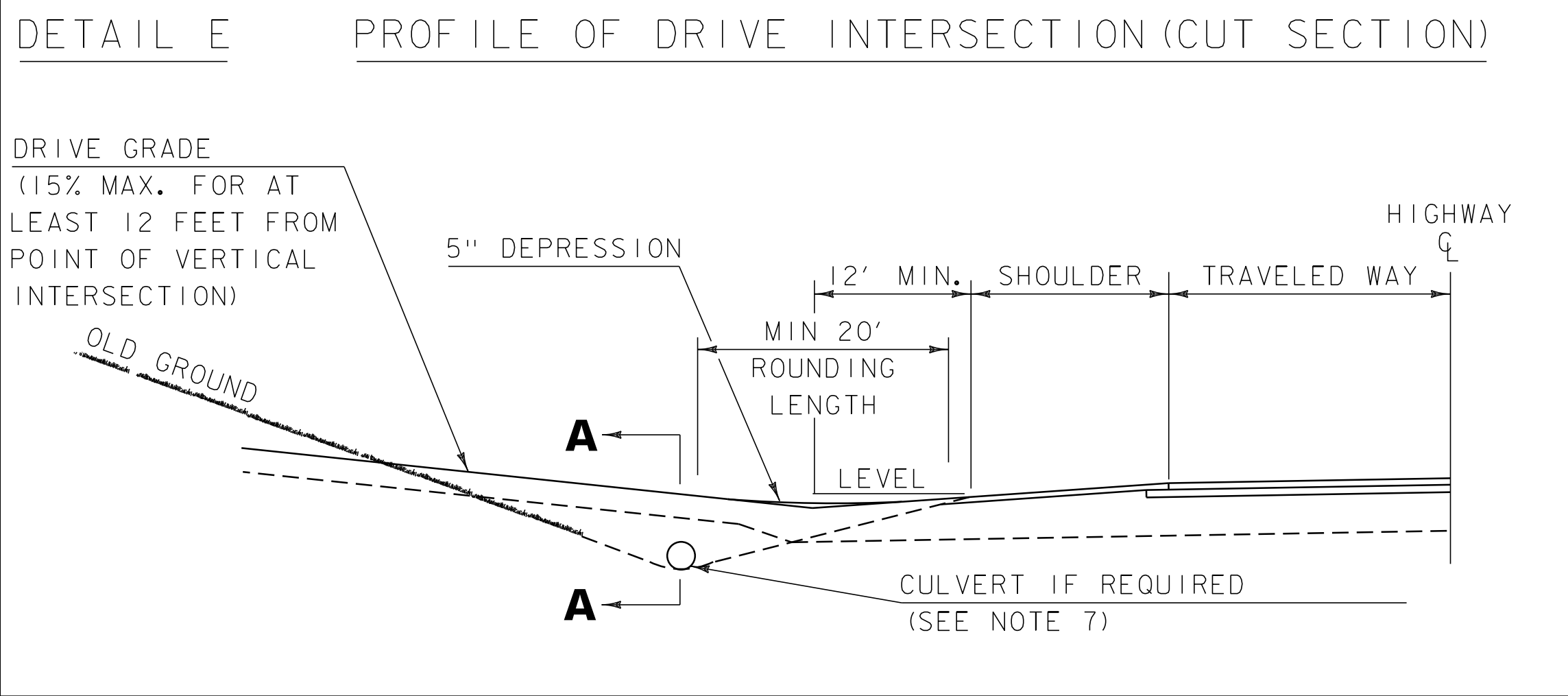
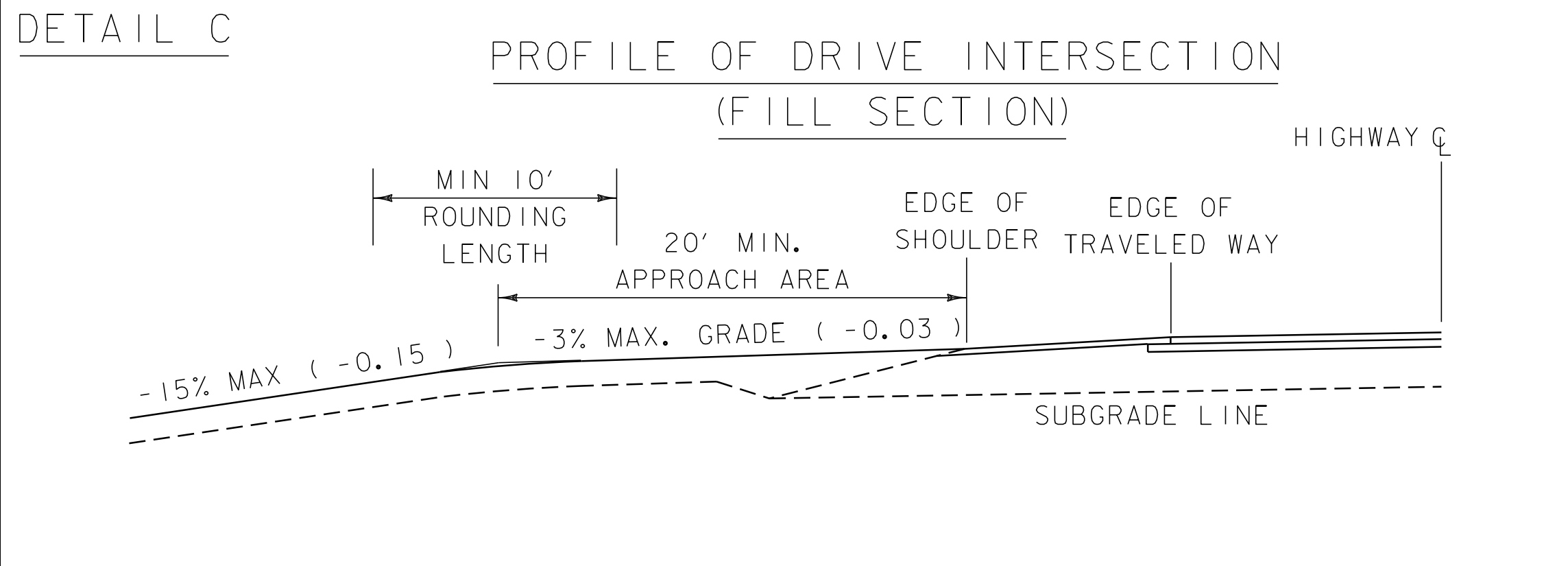
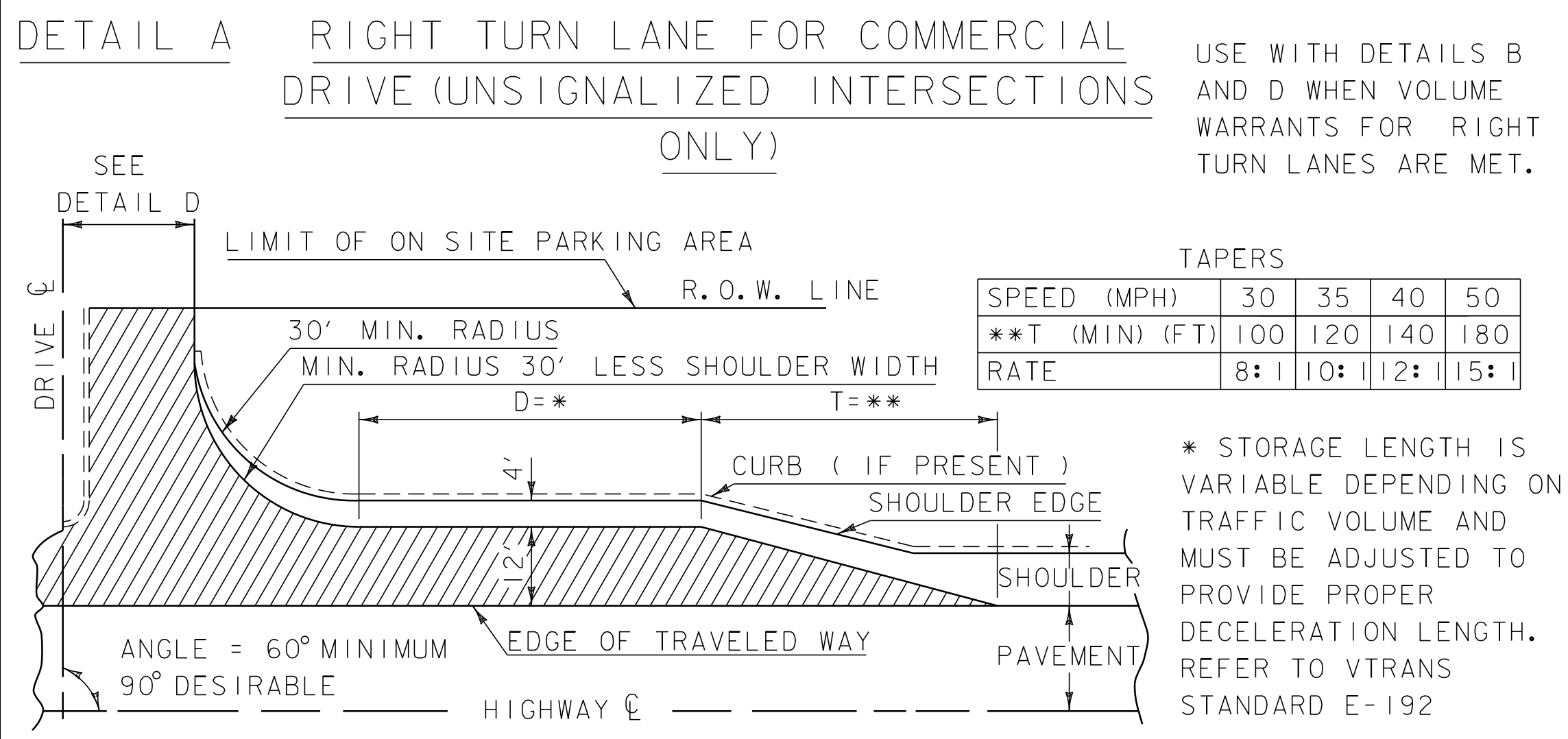
VTrans Permitting Services
Permit # 47726
Received 04/14/2026⁸⁴



regrade between sidewalk and highway

Waitsfield VT Town Office
Resurfacing improvement
from sidewalk to highway

VTrans Permitting Services
Permit # 47726
Received 04/14/2026



DRIVE SIDE SLOPES TABLE

LOCATION OF SLOPE	SLOPE RATE
DESIGN SPEED > 40 MPH	1:6 OR FLATTER
URBAN AREAS, OR DESIGN SPEED < 40 MPH	1:4 DESIRABLE 1:2 ALLOWABLE
OUTSIDE CLEAR ZONE	1:2 OR FLATTER

- THIS SHEET IS INTENDED FOR USE BY DESIGNERS ON HIGHWAY PROJECTS AND IN CONJUNCTION WITH A PERMIT FOR WORK WITHIN HIGHWAY RIGHTS OF WAY. ALL CONSTRUCTION REQUIRED BY THE PERMIT AND INDICATED ON THIS SHEET SHALL BE THE RESPONSIBILITY OF THE APPLICANT AND IS SUBJECT TO THE APPROVAL OF THE VERMONT AGENCY OF TRANSPORTATION. WHEN USED WITH THE PLANS FOR A HIGHWAY CONSTRUCTION PROJECT, THIS SHEET IS INTENDED TO BE A GUIDE FOR THE DESIGNER CONCERNING DRIVE WIDTHS, HORIZONTAL, VERTICAL AND GEOMETRIC CHARACTERISTICS.
- ALL COMMERCIAL DRIVES SHALL BE PAVED FROM THE EDGE OF THE TRAVELED WAY TO THE HIGHWAY RIGHT-OF-WAY, TO THE FARTHEST POINT OF CURVATURE ON THE DRIVEWAY EDGE OR AS DIRECTED BY THE DISTRICT TRANSPORTATION ADMINISTRATOR. THIS PAVING IS INDICATED IN DETAILS (A, B AND D) BY HATCHING.
- DEPTH OF SUBBASE AND PAVEMENT TO BE THE SAME AS HIGHWAY OR AS SHOWN IN DETAIL F WITHIN THE LIMITS OF THE HIGHWAY RIGHT-OF-WAY.
- VEHICULAR ACCESS FROM PARKING AREAS TO THE RIGHT-OF-WAY AT OTHER THAN APPROVED ACCESS POINTS WILL BE PREVENTED BY THE CONSTRUCTION OF CURBING OR OTHER SUITABLE PHYSICAL BARRIER.
- IF CURB IS PRESENT, SEE APPROPRIATE CURB DETAIL STANDARD.
- WHERE TRAFFIC VOLUME FOR A PROJECT IS SUBSTANTIAL THE AGENCY MAY REQUIRE SPECIAL LANES FOR TURNING, SIGNALS OR OTHER MODIFICATIONS. BASED ON TRAFFIC STUDIES THE AGENCY WILL DETERMINE SPECIFIC TREATMENT TO BE USED.
- CIRCULAR DRAINAGE CULVERTS UNDER DRIVES SHALL HAVE A MINIMUM INSIDE DIAMETER (I.D.) OF 15" OR AS OTHERWISE SHOWN ON THE PLANS. PIPE ARCHES USED UNDER DRIVES SHALL HAVE A MINIMUM INSIDE CROSS-SECTIONAL AREA EQUIVALENT TO THAT PROVIDED BY A 15" CIRCULAR PIPE. IF A CULVERT LARGER THAN 15" IS LOCATED UPSTREAM OF THE PROPOSED CULVERT THEN THE NEW CULVERT SHALL, AS A MINIMUM, MATCH THE SIZE OF THE UPSTREAM CULVERT.
- THE OFFSET BETWEEN THE PROPERTY LINE AND THE EDGE OF THE DRIVEWAY MAY BE GOVERNED BY LOCAL ZONING LAWS. DRIVEWAY WIDTH RESTRICTIONS SHOWN PERTAIN ONLY TO THE AREA WITHIN THE HIGHWAY R.O.W. OR THE END OF THE TURNING RADIUS WHICHEVER IS GREATEST.
- DRIVEWAY GRADES STEEPER THAN THOSE SHOWN MAY BE ALLOWED AS LONG AS A 20' APPROACH AREA IS ACHIEVED FOR THE VEHICLE TO PAUSE BEFORE ENTERING THE HIGHWAY.
- THIS STANDARD APPLIES TO LARGER RESIDENTIAL DEVELOPMENTS, SUBDIVISIONS AND OTHER COMMERCIAL ACCESSES. SEE VTRANS STANDARD B-71A FOR FIELD DRIVES, LOGGING DRIVES, AND RESIDENTIAL ACCESSES SERVING UP TO TWO SINGLE FAMILY HOMES OR A DUPLEX.
- FOR DRIVEWAY AND INTERSECTION SPACING DISTANCES REFER TO THE "VERMONT AGENCY OF TRANSPORTATION ACCESS MANAGEMENT PROGRAM GUIDELINES", LATEST REVISION.
- INTERSECTION SIGHT DISTANCES, EQUAL TO OR GREATER THAN THOSE SHOWN BELOW, SHOULD BE PROVIDED IN BOTH DIRECTIONS FOR ALL DRIVES ENTERING ON PUBLIC HIGHWAYS, UNLESS OTHERWISE APPROVED BY THE AGENCY OF TRANSPORTATION. INTERSECTION SIGHT DISTANCE IS MEASURED FROM A POINT ON THE DRIVE AT LEAST 15 FEET FROM THE EDGE OF TRAVELED WAY OF THE ADJACENT ROADWAY AND MEASURED FROM A HEIGHT OF EYE OF 3.5 FEET ON THE DRIVE TO A HEIGHT OF 3.5 FEET ON THE ROADWAY. STOPPING SIGHT DISTANCE IS MEASURED FROM AN EYE HEIGHT OF 3.5 FEET TO AN OBJECT HEIGHT OF 2.0 FEET ON THE ROADWAY.

SIGHT DISTANCE TABLE

POSTED SPEED OR DESIGN SPEED (MPH)	MINIMUM STOPPING SIGHT DISTANCE (FT)	MINIMUM INTERSECTION SIGHT DISTANCE (FT)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610

THE ABOVE VALUES ARE TAKEN FROM THE 2011 AASHTO "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS & STREETS."

REV.	DATE	DESCRIPTION
0	JUL. 1, 2019	ORIGINAL APPROVAL
OTHER STANDARDS REQUIRED:		

COMMERCIAL DRIVES



STANDARD B-71B

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, April 27, 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:** John Connell, Elizabeth Cota, Wayne Cota, Misha Golfman (Mad River
10 Path), Angie Harbin (Downstreet), Lisa Loomis (Valley Reporter), Peggy Mulhern (Downstreet),
11 Alice Peal, Sam Talbot-Kelly (Mad River Arts), Jessica Tompkins

12
13 **I. Special Health Board Meeting Call to Order:** The meeting was called to order at 6:02 pm by
14 Brian Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via
15 Zoom.

16
17 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A)**

18 No adjustments were made to this agenda.

19
20 **2. Consider issuance of a Health Order at Vermont Mobile Home Park**

21 Mr. Shupe provided a recap of the previous meeting with Vermont residents, and outlined
22 that the septic system, waste management, standing water, and the water system fall under
23 the purview of the Health Board. He noted that the septic system problems have been an
24 ongoing issue, and that he and Mr. Messer had walked the site and had concerns. He spoke of
25 poor access to dumpsters as well as poor pet waste management and a lack of compliance with
26 the Town's Animal Control Ordinance, noting that this is a management as well as a Town
27 concern. Mr. Shupe also noted the standing water on the site, which he indicated may be a
28 result of the work done on the property's water system in the fall of 2025 and a subsequent
29 lack of final grading. He explained that he was aware of February correspondence between
30 Downstreet and Nate Fredericks of Simon Operating Systems, the Town's Water System
31 operator, and that a walkthrough of the site was scheduled in upcoming days.

32
33 Ms. Cota reported that the dumpster area had been cleaned up.

34
35 It was noted that mailbox matters had also been mentioned at the previous meeting, but that
36 this was not part of the health issues needing to be addressed.

37
38 Mr. Shupe reported that correspondence had been received from Jenny Hyslop of Downstreet,
39 which outlines potential actions to be taken. He requested that Ms. Harbin review the list and
40 indicate what will be done to address the multiple health issues.

41
42 Ms. Harbin first apologized for the lack of communication from Downstreet experienced by
43 Vermont residents, and noted that Ms. Hyslop's position had been created, and also that a
44 community communications specialist was to be hired, in order to work on better
45 communication going forward. She confirmed that a community meeting had been scheduled
46 for May 4, to provide an opportunity for residents to meet with Downstreet staff.

48 Ms. Harbin also explained that an initial cleanup assessment had been completed, and that a
49 community cleanup day was scheduled for May 14. New bear proof dumpsters had been
50 ordered, and research was being completed regarding installing fencing around the dumpster
51 area.

52

53 Mr. Shupe inquired about the management of individual lots, noting that open composting
54 practices have been reported. Ms. Harbin indicated that there is the potential for creation of a
55 park rule to manage this issue. She explained that a lease violation may be issued for yard
56 areas not being in compliance with such rules, but that enforcement is limited by what is
57 allowed in statutory tenant laws.

58

59 Ms. Harbin also indicated that efforts are underway to have a contractor begin work by mid-
60 May to work on addressing the soil shifting and settling which has taken place. She noted that
61 water testing was completed following the water line work. Mr. Shupe explained that the curb
62 stops need to be flush with ground level, and confirmed that further conversation about these
63 matters will take place when Nate Fredericks is available. Ms. Cota reported that the water
64 pressure at her residence is often too high; this will also be discussed with Mr. Fredericks.

65

66 Ms. Harbin then outlined that addressing septic issues is more complex, noting that in
67 conversation with Grenier Engineering it had been determined that the system design is not yet
68 fully implemented, that there may potentially be further engineering undertaken to eliminate
69 the need for a three-phase pump, and that a new pump station has been purchased but its
70 installation will not be completed until related details have been ironed out. Mr. Shupe noted
71 that he and Mr. Messer had visited the site and observed that both ends of the mound system
72 have standing water in place, although they noticed no odor. Ms. Peal commented that
73 ownership transfers may not have included information regarding annual system maintenance
74 needs; Ms. Harbin confirmed that pumping and regular filter changes have been taking place.

75

76 Ms. Harbin confirmed that there will be more frequent property walk throughs and advised
77 that residents should contact the Town for dogs running loose.

78

79 There was some further discussion of the root encroachment into septic lines which had been
80 noted at the previous meeting, as well as the incidents reported where septic backup had
81 entered homes. Ms. Harbin spoke of the water lines running above the septic lines; Mr. Shupe
82 indicated that the Town is looking for further investigation into this matter as part of the water
83 system inspection and clarification which is to take place.

84

85 Board members emphasized the need for good management at the property, as well as
86 effective communication with the residents, as the frustration they are experiencing is not
87 acceptable.

88

89 It was agreed that the Health Board will meet again on June 8 as part of that Selectboard
90 meeting.

91

92 The Board requested that if anything regarding the water system is addressed in the meantime,
93 that Mr. Messer and Mr. Haverkamp should be kept informed.

94

95 **4. Adjourn**

96 The Health Board meeting adjourned at 6:42 pm.

97 **II. Selectboard Meeting Call to Order:** The meeting was called to order at 6:42 pm by Brian
98 Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via Zoom.

99
100 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A)**
101 Mr. Shupe noted that the Treasurer’s Report was not yet finalized for presentation, and listed
102 several liquor and tobacco licenses to be added to the Consent Agenda. Mr. Babbott-Klien
103 asked that consideration of a letter to legislators regarding retention of LOT receipts be added.

104
105 **2. Public Forum**

106 Nobody requested time to speak.

107
108 **III. Regular Business**

109 **1. Treasurer’s Report**

110 Mr. Shupe indicated that the report is positive overall, and that specifics would be provided at
111 the next Board meeting.

112
113 **2. Mad River Path**

114 Mad River Path/Mad River Arts exhibit

115 Misha Golfman and Sam Talbot-Kelly spoke of their collaboration on art installations planned
116 for placement along the Heart of the Valley trail. Ms. Talbot-Kelly presented slides of an
117 interactive sculpture designed by John Connell for placement opposite the Shaw’s parking lot,
118 as an example of the type of installations being planned. She confirmed that this is intended to
119 be a four-season display, and was advised to consult with the Zoning Administrator regarding
120 any need for permitting, as well as the property owners for permission to install such
121 sculptures, as this is not Town-owned land.

122
123 Mad River Path/Mad River Riders Merger

124 Mr. Golfman provided an update on this merger, explaining that both boards had voted in
125 favor, and that it is planned to finalize the merger on October 1. Work continues on
126 establishing a new name, vision, and values, reflecting the culture of inclusivity intended to be
127 fostered by the joining of the two groups. A new stewardship coordinator position will be
128 established by the end of the year. Mr. Golfman confirmed that the CRV work will continue,
129 with the merged group continuing to work on the goals established by that effort, and noted
130 the launch of the Attitude of Gratitude project resulting from that work.

131
132 Millbrook Project Documents

133 Mr. Golfman outlined the need to designate a primary municipal contact for the work to be
134 completed through a \$600K VTrans Alternative Transportation grant awarded for construction
135 of a trail connecting Lareau Farm to Dugway Road, which includes a bridge crossing the Mill
136 Brook. He explained how an agreement with Warren allows for him to be the primary contact
137 for the trail work along the Sugarbush Access Road; Mr. Golfman is the primary contact for the
138 project, with Rebecca Campbell (Town Administrator) copied on all correspondence. Mr.
139 Golfman also proposed that the newly established Implementation Coordinator position at
140 MRP serve as the municipal project manager for this project, which will be a financial benefit as

141 it would then not be required to hire an outside party for this aspect of the work. Mr. Golfman
142 outlined that the project would likely take a minimum of three years to complete, noting that
143 the NEPA and other work required through the federal grant program often requires lengthy
144 times for responses to required input. He explained that designation of a primary town contact
145 and a decision regarding the project manager position are needed, as VTrans requires a
146 response shortly.

147
148 Some questions arose regarding signatory authority and what level of decision making would
149 be granted to Mr. Golfman if he is designated as the primary municipal contact. He explained
150 that he would not be managing payments, but would be making decisions regarding
151 implementation of the project, and that his proposal is intended to save Mr. Haverkamp some
152 of the logistical burden of the coordination of work needed to complete the project.

153
154 It was agreed that Mr. Haverkamp will be included as the primary municipal contact at this
155 point, and that Mr. Golfman will let VTrans know that this will likely be changing. He and Mr.
156 Haverkamp will draft an MOU for Board review, which if agreed to will allow for Mr. Golfman to
157 serve as the primary Town contact going forward.

158

159 **2A. LOT Revenues**

160 Mr. Shupe outlined the information provided by VLCT, and noted that he would be able to
161 support some of the excess funds being returned to all towns for transportation expenses, but
162 that some greater percentage of receipts should be returned to municipalities in some form.
163 Mr. Babbott-Klien offered to draft a letter as official communication from the Board regarding
164 this matter.

165

166 **MOTION:** *Mr. Babbott-Klein moved to approve his drafting of a letter to the Town's legislators*
167 *supporting an increase in the percentage of LOT revenues being returned to towns to be used*
168 *for municipal purposes, based upon VLCT's statement on the matter. The motion was seconded*
169 *by Mr. Messer, and passed unanimously.*

170

171 **3. Village Covered Bridge Update**

172 Mr. Haverkamp reported that a second opinion regarding the status of the covered bridge
173 summarizes that immediate repair may not be as imperative as the report from Mr. Jenness
174 had indicated. May 5 has been scheduled as a date to pull up some of the planks to inspect the
175 condition of the bridge supports and to provide contractors with an opportunity to view these
176 conditions; it was agreed to make further decisions regarding the timing of necessary bridge
177 repair at the May 11 Board meeting. Public outreach will continue regarding the reduced
178 weight limit which has been imposed.

179 **4. Street Sweeping Update**

180 Mr. Haverkamp reported he received a quote from Kingsbury for this work, and also
181 communicated with VTrans, stressing the importance of their addressing the cleanup of this
182 section of Route 100. A response had been received, indicating that some work would be done
183 in the near term and full effort to be taken on in May.

184

185 Mr. Haverkamp also reported that a VTrans permit is in place for work along the roadway in
186 front of the Town Office building.

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5. Local Emergency Management Plan (LEMP)

Mr. Messer reviewed the Plan, noting that it had been updated and was ready for submission, which is required annually following Town Meeting. He noted that this is a working document, and provides beneficial guidance during an emergency event. Mr. Messer also suggested that those Board members who have not yet taken ICS training do so.

MOTION: *Mr. Messer moved to adopt the updated LEMP. The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

6. Consent Agenda

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

- Approve Bills Payable & Treasurer’s Warrants
- Approve Minutes of 2026 Town Meeting
- Approve Minutes of 04.13.2026 Selectboard Meeting
- Approve LEMP and authorize signing of LEMP Adoption Form
- Approve renewal of a First and Third Class Liquor License for the Round Barn Farm
- Approve renewal of a Second Class and Tobacco License for the Waitsfield Wine Shoppe
- Approve renewal of a Third Class Liquor License and Outdoor Consumption Permit for Mad Taco
- Approve renewal of an Outdoor Consumption Permit for Scrag and Roe
- Approve renewal of a Second Class Liquor License for Von Trapp Farmstead

11. Town Administrator’s Report

Mr. Haverkamp highlighted some items included in his written report:

- The Tremblay Road bridge inspection report will be reviewed by Josh Rogers, as he and Charlie Goodman believe the road crew can accomplish most of the repairs needed
- 250th Anniversary flags will be flown on both covered bridges – Mr. Messer asked that they be donated to the Historical Society when taken down.
- The final DuBois & King memo regarding the Meadow Road bridge is available, concurring that the weight limit of 8 tons needs to be enforced or the bridge should be closed; they found no evidence of post-flood use creating damage to the bridge other than the decking deterioration previously identified. The report also notes that it is not recommended to put any repair money towards the bridge, as it should be replaced. The possibility of installing a temporary bridge may be pursued if one is found to be available. There was some discussion regarding how to enforce the weight limit, as the cameras which were installed are recording use by various overweight vehicles. It was agreed to continue conversations with Miles Jenness regarding the possibility of replacing the bridge with a covered bridge through the Timber for Transit grant program.

12. Selectboard Roundtable

Mr. Ursprung noted that a Rural Resource Commission meeting had been scheduled, at which potential grant opportunities would be reviewed.

232 It was confirmed that a quorum of the Board is available for the May 11 meeting, although Mr.
233 Curtis will not be available. Mr. Haverkamp will reach out to MRVAS and the Couple's Club to
234 ensure they are aware of the Special Town Meeting.

235
236 Mr. Babbott-Klein asked about the success of offering residents an opportunity to receive town-
237 related emails by signing up for those at Town Meeting; Mr. Haverkamp reported that nobody
238 had signed on to receive emails, but that the agenda is mailed on a regular basis to almost 140
239 addresses.

240
241 Mr. Babbott-Klein noted that the MRVPD meeting packet is posted to their website each
242 month, and that it contains a range of useful information, including potential grants for
243 individual property owners with specific needs, such as work on historic buildings.

244
245 **IV. Executive Session**
246 **MOTION:** *A motion to find that premature general public knowledge would clearly place the*
247 *public body or a person involved at a substantial disadvantage passed unanimously.*

248
249 **MOTION:** *A motion to enter Executive Session per 1 VSA §313(a)(1)(E) [Pending Litigation]*
250 *inviting Mr. Haverkamp to join, passed unanimously.*

251
252 The meeting entered Executive Session at 8:29 pm and returned to open session at 9:04 pm.

253
254 **MOTION:** *Mr. Babbott-Klein moved to authorize the Town Administrator to draft a letter in*
255 *consultation with town attorney regarding the matter discussed in Executive Session. The*
256 *motion was seconded by Mr. Messer, and passed unanimously.*

257
258 **V. Adjourn**

259 The meeting adjourned at 9:05 pm.

260 Respectfully submitted,
261 Carol Chamberlin, Recording Secretary