



**TOWN OF WAITSFIELD**  
**SELECTBOARD AGENDA FOR**  
**Monday, June 22<sup>nd</sup>, 2026 | 6:30 PM**  
**Location: Waitsfield Town Office**  
***(Please see access details below)***

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

**Town Administrator**  
York Haverkamp

**Town Clerk**  
Jennifer R. Peterson

**Town Treasurer**  
Steve Lewis

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

**Road Foreman**  
Josh Rogers

**Fire Chief**  
Jared Young

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

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

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

**II) Regular Business.**

1. DLL – Sugarbush for Roundup Revival
2. Village Marketplace Entrance Improvements — Kingsbury (contractor): project update
3. Community Wastewater Update
  - a. Wastewater Ordinance update
4. Aron Shea presentation to the Selectboard and community
5. Central Vermont Regional Planning Commission (CVRPC): draft Future Land Use Map and Interim Regional Plan — update and discussion
6. Recognition of the Passing of Charlie Goodman III — remarks and a moment of remembrance; formal resolution to follow
7. Town Garage Project – status update
8. Meadow Road Bridge – update on RFP release and NBRC Timber for Transit (T4T)
9. Village Covered bridge
10. Consent Agenda
  - a. Warrant
  - b. Public Festival Permit – Roundup Revival
  - c. Flemer Field Use Form – Highlander Youth Lacrosse
  - d. Minutes of 6.8.2026
  - e. Washington County Sheriff Contract
  - f. Water - SOS contract
  - g. Request for resolution to water fund
  - h. Liquor Control Board (LCB) – Tobacco & Tobacco Substitute Licenses
    - a. All Good Eats, LLC (Toast and Eggs) – First class, Outside consumption
    - b. Emily’s in the Valley – First class, Third class
    - c. MaLou, LLC (Kitchen-ette) – Second class

- d. Mehuron's Market, Ltd – Second class
- e. Patch Property, Inc (Irasville Country Store) – Second class, Tobacco license, Tobacco Substitute

11. Town Administrator's Report

12. Selectboard Roundtable

**III) Proposed Executive Session**

- 1. Probable civil litigation... (1 V.S.A. § 313(a)(1)(E));
- 2. Contracts/pending procurement, where premature public disclosure would clearly place the Town at a substantial disadvantage (1 V.S.A. § 313(a)(1)(A));  
and
- 3. A personnel matter (1 V.S.A. § 313(a)(4).

Possible action in open session to follow.

**IV. Adjourn**

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

Town Administrator report  
6.22.2026

I've been one of the fortunate who got to work alongside Charlie Goodman III.

For those of you who may not have heard, please take a seat... Charlie passed away on Sunday, June 14th.

The loss for his family will be devastating, and undoubtedly felt forever, I am sure. The loss for our community is just as real, and cannot be minimized. The people who have stopped into the office, or stopped me out on the roads of Waitsfield, have made it all too apparent that Charlie was known for so many reasons: an Eagles fan, a remarkable family man, a baseball nut, a positive force, a public servant, and so much more that I, in the short year and a half I was lucky to know him, am only beginning to understand.

Charlie was the most relentlessly happy person I think I've ever had the pleasure of knowing, and one of the most remarkable. What he gave to this community will be remembered for a long, long time, and his friendship and his expertise may never be rivaled. The road crew leaned on Charlie. And truthfully, Charlie may have leaned right back on them.

What I really want to say is thank you. Thank you to our Waitsfield community for sharing your stories with me about Charlie Goodman III, who many of you knew as Buck. Residents who knew Charlie for years and years have stopped by the office, because they knew how pivotal he was to this Town, and how deeply he valued public service.

So please, keep telling those stories. How Charlie touched your life, how he cared, how he made you laugh. Charlie is one of so many people in this wicked awesome town who truly and deeply cared about their community.

Peace.

York

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### **Village covered bridge**

The RFQ has been sent out to interested parties. It states clearly that the Selectboard's preferred window for the work is just after leaf season; that said, given the short turnaround and the availability of the appropriate joists and materials, the project may push into 2027.

In addition, the newly adopted Traffic Ordinance takes effect July 11th. It is included in this meeting packet and will be added to the website closer to implementation.

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### **Meadow Road Bridge**

The RFP has been released. It has been advertised in the Valley Reporter, posted as a classified on the VLCT website, and sent directly to several engineering firms I'm aware of. As a reminder, the RFP is for

preliminary engineering and cost estimating, so the Town can bring a clear plan and cost to voters for a bond vote, most likely at the March 2027 Town Meeting.

I also have a meeting with NBRC soon to discuss the Timber for Transit (T4T) grant, and I've nearly completed the T4T interest form. This is an exciting project, and one I believe NBRC sees as impactful well beyond a bridge for vehicles alone. It would serve bicyclists, walkers, runners, and strollers, and just as importantly, it could teach both our local community and distant communities about the value of timber framing and the history and relevance of covered bridges... and, in this case, a covered bridge built to modern codes and standards. I will make sure the Selectboard and the community at large are kept informed and given real opportunities to take part through authentic community engagement.

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### **The Pines**

Following concerns Steward MRV raised about the condition of the existing tables, VTrans has removed all of the picnic tables from the Pines, the State park at Route 100 and Tremblay Road. I've heard from a number of residents who were sorry to see them go, and I understand that. The upside is that it clears the way for new, ADA-compliant tables and a more accessible park. I'm working with the road crew, Steward MRV, and others on a positive path forward.

There's already real community ownership of this park. Even though it's technically State land, volunteers around Town, including stewards with Steward MRV, have historically been the ones who mow and care for the Pines. Building on that, the Chamber has funds to purchase new picnic tables and grills, and there's a possibility we can use park funds in our 2026 budget to bring in fill to level out holes across the park and to lay a "staymat" path that's ADA-accessible, leading to the new, ADA-compliant tables. Steward MRV is planning a volunteer day to do the work and bring the park back, better than ever.

I met with Tom Spencer of Steward MRV on Thursday, June 18th to coordinate between the Town, Steward MRV, and the State... and I'm confident that together we'll deliver the best outcome for the park, for our community, and for the visitors who enjoy it.

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### **Bridge street and East warren road**

Following my meeting with Local Motion on line striping for Bridge Street and East Warren Road, I met with Jeff Doolittle and Misha Golfman. Jeff is going to do some research and prepare drawings to help finalize the plan so striping can take place. The goal is 3-foot shoulders, identified as the ideal minimum width for a bicycle lane. It's also worth noting that the yellow center line on East Warren Road isn't always actually in the middle of the road, which creates some additional challenges. I'm hopeful the striping plan will come to fruition before long.

The resulting travel lanes will be narrower than many people are used to... and that will be an adjustment for drivers on both roads. But based on my research, this configuration is identified as safer for everyone, drivers and active transportation users alike. To minimize the shock, I'd like us, as a community, to give the public a clear heads up about the coming changes.

I drive East Warren Road to and from work every day. There are many days I drive all the way to Warren and don't pass a single car, yet I'll pass multiple bicyclists, runners, and walkers. This striping work is about more than a line on the pavement. It's about recognizing what our roads actually are in 2026: used, and needed, by people moving under their own power, not just by vehicles. That recognition asks something of us. It calls for a real cultural shift in how we understand what a road is for, beyond the cars and trucks, gas or electric, that we're used to picturing.

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## **Calendar**

I've created an online calendar for Flemer Field and set up a public viewing page, and I'm coordinating with Ecopixel on moving it to the Town website. I'm still working out the best way to make the full transition, but I'm hoping to figure that out this week, and I'll continue adding calendar pages using Google Calendar.

# Application for Neighborhood Development Area (NDA) Designation

Vermont Downtown Development Act

[24 V.S.A. Chapter 76A § 2793e](#)

Municipality/Municipalities: **Waitsfield**

Application Preparer(s):

Date of Draft Application:

Date of Final Application:

✓	<b>Application Overview</b> (see <a href="#">Application Guidelines</a> )
	Cover Letter <b>ATTACHED</b> <a href="#">Include By Laws Project, WWW Project, Irasville Plan</a>
	(Property Owner Application Only) Notification to Municipality of Intent to Apply <b>ATTACHED</b> <a href="#">Selectboard?</a>
	Responses to Application Requirements below

Please complete the following form, checking the items that are completed and using a different type style or color to respond to the instructions provided in CAPS. Staff findings (the shaded column) are in draft form and will be finalized when reviewing the completed application.

✓	<b>Application/ Designation Requirements &amp; Applicant Responses</b>	DHCD Staff Findings
	<p><b>1. Confirmed planning process.</b> Municipalities/municipality has 1) a duly adopted and unexpired plan, 2) a planning process that is confirmed in accordance with section <a href="#">4350</a> of this title, and 3) adopted bylaws and regulations in accordance with sections <a href="#">4414</a>, <a href="#">4418</a>, and <a href="#">4442</a> of Title 24 V.S.A. <b>ATTACH RPC CONFIRMATION LETTER.</b> <a href="#">Call Clare Rock, have document</a></p>	<p>The applicant included a letter from RPC on confirmation status dated ___ and current regulations are on-file with DHCD.</p>
	<p><b>2. Preapplication meeting.</b> Applicant met with Department staff to review the program requirements, review a draft application completed by the applicant, and to discuss the proposed boundaries of the neighborhood development area on <b>DATE: <a href="#">January 9, 2023</a>, <a href="#">April 20, 2023</a></b></p>	<p>A preapplication meeting with DHCD staff took place.</p>

<p><b>3. NDA location.</b> The proposed NDA is mapped within a neighborhood <u>planning area</u> or a designated growth center. <b>ATTACH MAP. Map based on Village Center, CDP and Wastewater service area - IRASVILLE</b></p> <p style="text-align: center;"><b>AND IF NOT</b></p> <p>One or more areas of land extending beyond the delineated neighborhood planning area may be approved if:</p> <p>(A) including the extended area beyond the neighborhood planning area is consistent with the statewide planning goals (<a href="#">24 V.S.A. section 4302</a>). <b>EXPLAIN:</b></p> <p>(B) residential development opportunities within the neighborhood planning area are limited due to natural constraints and existing development. <b>EXPLAIN:</b></p> <p>(C) the extended area represents a logical extension of an existing compact settlement pattern and is consistent with smart growth principles. <b>EXPLAIN:</b></p> <p>(D) the extended area is adjacent to existing development. <b>EXPLAIN:</b></p>	<p>The proposed NDA and neighborhood planning area are identified on map and the NDA is limited to the <u>neighborhood planning area (growth center) boundary</u>, which extends <u>0.25</u> miles from the exterior perimeter of the designated New Town or <u>Village Center</u>, 0.5 miles from the exterior perimeter of the designated Downtown or is within a designated growth center.</p> <p style="text-align: center;">AND IF NOT</p> <p><i>At least 80% and no fewer than 7 members of the Downtown Board reviewing the NDA agree that boundary meets criteria (A)-(D).</i></p>
<p><b>4. Walking distance.</b> The proposed NDA consists of those portions of the neighborhood planning area that are generally within walking distance from the municipality's downtown, village center, or new town center designated under this chapter or from locations within the municipality's growth center designated under this chapter that are planned for higher density development. <b>EXPLAIN: Area includes sidewalks, walking areas for residents and those coming to shop, Waitsfield Elementary School, Church, Mad River Path areas</b></p>	<p>The proposed NDA is within a <u>10 minute walk</u> of the <u>designated center</u> and planned for higher density development.</p>
<p><b>5. Flood hazards.</b> The proposed NDA consists of those portions of the neighborhood planning area that are appropriate for new and infill housing, excluding identified flood hazard and fluvial erosion areas, except those areas containing preexisting development in areas suitable for infill development as defined in §29-201 of the Vermont Flood Hazard Area and River Corridor Rule. IF the proposed NDA includes flood hazard areas or river corridors, the local bylaws contain provisions consistent with Agency of Natural Resources rules, required under 10VSA754(a) to ensure that new infill development within a neighborhood development area occurs outside the floodway and will not cause or contribute to fluvial erosion hazards within the river corridors, local bylaws shall also contain provisions to protect river corridors outside the neighborhood development area. <b>EXPLAIN AND MAP (IF APPLICABLE) MAP - any existing development require is noted, any additions or services (porta potties at Bridge Street, temporary and FEMA permit approved), Town ByLaws have Fluvial Erosion requirements consistent with River Corridor Program.</b></p>	<p>River corridor, flood hazard and fluvial erosion are identified on map and excluded from the NDA.</p> <p style="text-align: center;">AND IF NOT</p> <p>The areas included contain pre-existing development, and the municipality has ANR's review and approval of the local bylaws, which protect river corridors throughout the municipality outside the NDA.</p>

	<p><b>6. Natural resources.</b> The proposed NDA balances local goals for future land use, the availability of land for housing within the neighborhood planning area, and smart growth principals to determine areas most suitable for infill housing by avoiding or minimizing to the extent feasible the inclusion of "important natural resources" as defined in 24 V.S.A. § <a href="#">2791(14)</a>. If an "important natural resource" is included within a proposed NDA, the applicant shall identify the resource, explain why the resource was included, describe any anticipated disturbance to such resource, and describe why the disturbance cannot be avoided or minimized. <b>EXPLAIN AND MAP (IF APPLICABLE)</b> <a href="#">Discuss Arrowwood Wetland Mapping Project, Meeting with Shannon Fitzgerald from ANR and Lawsons. Necessity of wetlands for flood mitigation. Boardwalk from Slow Road to Carrol Road. Wetland area not designated for development.</a></p>	<p>Important natural resources present in the proposed NDA are identified on map and include:____. and the NDA boundary feasibly avoids and minimizes disturbance to the resources.</p>
	<p><b>7. Complete streets.</b> (B) The proposed NDA is served by planned or existing transportation infrastructure that conforms with "complete streets" principles as described under <a href="#">19 V.S.A. § 309d</a> and establishes pedestrian access directly to the downtown, village center, or new town center. <b>EXPLAIN AND/OR MAP:</b> <a href="#">In discussion with By Laws Modernization Project, Vibrant Villages. Side Walks on map attached. Mobility Study Document</a></p>	<p>The proposed NDA is served by an (<input type="checkbox"/>existing/<input type="checkbox"/>planned) <u>sidewalk network</u>. (For more detail see Complete Streets Checklist below)</p>
	<p><b>8. Historic resources.</b> (C) The proposed NDA is compatible with and will reinforce the character of adjacent National Register Historic Districts, national or State register historic sites, and other significant cultural and natural resources identified by local or State government. <b>EXPLAIN AND MAP (IF APPLICABLE)</b> <a href="#">Waitsfield Cemetery?, Historic Overlay applies to Villages - Requirements in ByLaws</a></p>	<p>Historic resources within the proposed NDA are identified on the application's map and the municipal plan includes a statement of policy on the preservation of historic resources.</p>

<p><b>9. Residential densities.</b> The municipal bylaws allow minimum net residential densities (densities allowed through the base zoning, not through bonuses or PUD-only [planned unit development] density calculations) within the NDA greater than or equal to four dwelling units per acre for all identified residential uses or residential building types, exclusive of accessory dwelling units, or not fewer than the average existing density of the surrounding neighborhood, whichever is greater. See the methodology for calculating density on page 10 of the <a href="#">NDA Application Guide</a>. Regulations that adequately regulate the physical form and scale of development may be used to demonstrate compliance with this requirement. <b>EXPLAIN AND PROVIDE ZONING MAP WITH PROPOSED BOUNDARIES SHOWN, AND ATTACH OR COMPLETE CHART BELOW FOR ALL ZONING DISTRICTS INCLUDED IN THE PROPOSED NDA In Review with By Laws Modernization Project. Reduce lot sizes to 1/4 acre (1/5 if Legislature approves housing bill), Duplexes allowed, change building coverage for lots, ADUs allowed</b></p>	<p>Residential densities allowed by the bylaws in the proposed NDA range from ___ to ___ units/acre. These are equal to or greater than the adjacent existing neighborhood densities of ___ units/acre.</p>	
<p><b>NAME ZONING DISTRICT(S) &amp; RESIDENTIAL DENSITY ALLOWED</b></p>		
		<p>dwelling units per acre</p>
		<p>dwelling units per acre</p>
	<p>dwelling units per acre</p>	
<p><b>10. Energy conservation.</b> Residents hold a right to utilize household energy conserving devices (such as clotheslines). <b>EXPLAIN</b> if the municipality imposes prohibitions. <b>Allow for Solar Panels</b></p>	<p>Municipality’s regulations do not prohibit energy saving devices.</p>	

<p><b>11. Design guidelines.</b> Local bylaws, regulations, and policies applicable to the NDA substantially conform to the neighborhood design guidelines developed by the Department. <b>COMPLETE CHECKLIST BELOW AND REPORT ON SCORES</b> (8 of 10 criteria in each category must be met to qualify for NDA):</p> <p>Complete Streets: ____ of 10  Building and Lot Patterns: ____ of 10</p>	<p>____ of 10 complete street policies and ____ of 10 pattern policies ensure that all investments contribute to a built environment that enhances the existing neighborhood character and supports pedestrian use; ensure sufficient residential density and building heights; minimize the required lot sizes, setbacks, and parking and street widths; and require conformance with "complete streets" principles, street and pedestrian connectivity, and street trees.</p>
<p><b>12. Maps.</b> The application includes <b>ATTACHED</b> map or maps that, at a minimum, identify:  (A) "important natural resources" as defined in <a href="#">24 V.S.A. § 2791(14)</a>;</p>	<p>Maps identifying the proposed NDA boundary and each element are attached.</p>
<p>(B) existing slopes of 25 percent or steeper; <a href="#">Mapping, ByLaws</a></p>	
<p>(C) public facilities, including public buildings, public spaces, sewer or water services, roads, sidewalks, paths, transit, parking areas, parks, and schools; <a href="#">Sidewalks, Mad Path, Winter Bus Service, parking, shopping malls and supermarkets, water services, Free Wheeling</a></p>	
<p>(D) planned public facilities, roads, or private development that is permitted but not built;</p>	
<p>(E) National Register Historic Districts, national or State register historic sites, and other significant cultural and natural resources identified by local or State government; <a href="#">Yes, find documentation</a></p>	
<p>(F) designated downtown, village center, new town center, or growth center boundaries as approved under this chapter and their associated neighborhood planning area in accordance with this section; and</p>	
<p>(G) delineated areas of land appropriate for residential development and redevelopment under the requirements of this section. <a href="#">Yes - from ByLaws Project</a></p>	

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**13. Completeness.** The application includes the information and analysis required by the Application Guide.

The application is complete and includes the information required by the guidelines.

## Neighborhood Design **C**hecklists

Please fill in the right column with information about the municipal plans, policies and regulations that address the 10 guidelines for promoting good neighborhood design in each of the two required checklists. DHCD will total the number of positive (Y) responses for the score at the bottom of the checklist.

Complete Streets Guidelines	Provisions Adopted by the Municipality?	
	Y/N	Cite and link to local plan, regulation, or policy. Note how regulations apply (e.g. all development, district-specific, site plan, and/or subdivision).
1. Require that provisions be made for the extension of the street and pedestrian network into existing streets and adjacent, undeveloped land.	Y	
2. Existing or planned pedestrian facilities (such as sidewalks/paths) service the proposed NDA. Planned facilities are identified in the municipal plan, official map, other planning document or the capital budget and program.		
3. Require sidewalks or pedestrian facilities for new development, both connecting to buildings on-site and to off-site pedestrian facilities.		
4. Have plans or regulations in place that address the need for bike facilities (such as bike paths and lanes or multi-use paths) where appropriate.	Y	
5. Require street trees, lighting and green strips along streets for new developments.	Y	
6. Require new streets to be as narrow as possible (such as having specifications for travel lanes that are 11 feet wide or narrower).		
7. Regulate and minimize (1,000 feet or less) the length of cul-de-sacs or blocks		
8. Require utilities to be placed underground in new developments.	Y	
9. Minimize the required off-street parking spaces. (Requiring two or more off street parking spaces per residential unit is excessive.)	Y	
10. Allow for on-street parking.	Y	

<b>TOTAL SCORE (Min 8/10)</b>		Number of YES responses (completed by DHCD staff)
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<b>Building and Lot Patterns Guidelines</b>	<b>Provision Adopted by Municipality?</b>	
	Y/N	Cite and link to local plan, regulation, or policy. Note how regulations apply (e.g. all development, district-specific, site plan, and/or subdivision).
1. Allow for a mix of housing opportunities (multi-family, duplex, and single-family, etc.) throughout the NDA.	Y	
2. Allow for small minimum lot sizes, requiring no more than ¼ acre per lot, or sizes similar to the existing small lot sizes in the area if less than ¼ acre.	Y	
3. Allow for the adaptive re-use of single family residential buildings to multi-family units		
4. Allow for infill development by minimizing dimensional requirements (whether traditional: lot size, frontage, lot coverage, etc. or form based: building form standards, frontage type standards, etc.).	Y	
5. Allow for building heights that enable diverse housing options (at least 3 functional floors).	Y	
6. Require traditional neighborhood design by minimizing building setbacks (conforming to existing building lines if appropriate) or establishing maximum setbacks to prevent new development from being disconnected from the street.	Y	
7. Include provisions that ensure vehicles are not the dominant element facing a street, such as garages that are set back from the front wall of houses, multi-car parking or structured parking entrances that are setback or to the side or rear of buildings.		
8. Building design and landscaping requirements for building and landscape design that create spaces for pedestrians, such as buildings and trees lining a sidewalk or a green surrounded by buildings.		

9. Include provisions that encourage primary building facades to be oriented to the street (such as requiring primary entrances face the street).	Y	
10. Have provisions that minimize curb cuts and reduce their frequency, or other access management provisions that favor pedestrians.	Y	
<b>TOTAL SCORE (Min 8/10)</b>		Number of YES responses (completed by DHCD staff)

# Waitsfield Community Wastewater Project

Update 6.19.26

To: Waitsfield Selectboard  
From: Joshua Schwartz, MRV Planning District  
CC: Waitsfield Community Wastewater Project Team Members  
York Haverkamp, Waitsfield Town Admin.  
JB Weir, Waitsfield Planning & Zoning Admin.  
Chach Curtis, Waitsfield Selectboard Member  
Bob Cook, Waitsfield Planning Commissioner  
Project Engineer  
Jon Ashley, DuBois & King  
Waitsfield Planning Commission  
Date: June 19, 2026  
Re: Waitsfield Community Wastewater Project Update

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

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

- Design Plans
  - D&K are progressing the project plans from the 90% design set (D90), completed in mid-April, to the 100% design set, with completion anticipated in July. The D90 design covers the entirety project, broken out by the wastewater treatment facility (Contract No. 1) and the broader collection system (Contract No. 2).
  - The D90 plan set are currently under review by various state permitting agencies (VTrans, Division of Historic Preservation, Wetlands, Wastewater System & Potable Supply Permit, Wastewater Discharge Permit, Stormwater Construction General Permit, Erosion Prevention and Sediment Control Plan, etc.). Associated permits are expected from each entity upon completion of their review, anticipated in July 2026.
  - Once permitting approvals are in hand, final DEC approval is granted, and design is at 100%, the project will be eligible to go out to bid.
- Easements
  - A required component of the project is the execution of user agreements, temporary easements, and permanent easements that cover conveyance (force and gravity mains), pump stations, and individual property connections. The Town Attorney is currently drafting easements for all properties, anticipated to be distributed to property owners in July. In advance of completed easement drafts, Town staff are prioritizing outreach to property owners along the conveyance route that require temporary and/or permanent easements. The outreach, to consist of a site visit from Town representatives, will incorporate a WCWP update, review of current design plans,

identification of required easements, timeline, and subsequent dialogue. This is targeted for late-June/early-July.

- Per recent dialogue with VT DEC staff, completed conveyance and pump stations easements are required in advance of execution of the project's construction contract.
- Engineering Services Agreement
  - The latest Engineering Services Agreement (amendment 5) is on the Waitsfield SB's 6.22.26 agenda after being reviewed by the Town, D&K, and the State of VT.
  - Scope Elements
    - Step II (Final Design Phase – to 100% Design)
      - Additional topographic survey and design work beyond Amendment 4 for the realignment of the sewer system along Slow Road, from VT100, to improve constructability, limit impacts of cultural resources, and make the design more compatible with future growth plans in Irasville. Designing new service connections for properties in the Slow Road portion of the service area
      - Designing water service connections for users not currently connected to the water systems, permit application revisions, and development of a Soil Management Plan for management of contaminated soils in the project area.
    - Step III (Bidding, Construction, & Post-Construction Phase)
      - Develop bid Phase and Construction Phase schedules for both contracts and present to Town and Funding Agencies.
      - Assist in advertising the project for bidding, conduct related bid-meetings, perform bid review and make recommendations regarding contract awards, prepare notice of award and coordinate contract signing.
      - Throughout the construction period, act as the Owner's representative and liaison to the selected contractor(s). Coordinate twice monthly meetings w/ reps of the Town, Contractor, and funding agencies. Serve as Resident Project Representative through the duration of the project, estimated to take place for a total of 104 work weeks between the two contracts.
      - Lead post-construction phase services for the project, to include recording of drawings, preparation of an O&M Manual, and coordinate operator orientation and training during start-up of the wastewater treatment facility and pump stations.
- Munn Site
  - The wastewater treatment facility and in-ground disposal for the project will be located on the town-owned Munn Site at the intersection of Kingsbury Road and VT 100. The facility building will be situated at the rear of the open field, with disposal occurring in a 2.75-acre area directly behind the structure. Clearing of approximately 2.5 acres of trees took place on 4.13.26 as required for the disposal site. The timing complied with funding requirements and minimized impacts on endangered bat species and migratory birds. York and JB Weir conducted outreach to neighboring property owners in advance of the tree removal.
- Priority Parcel Owner Outreach
  - Through early 2026, JB Weir led site visits to all priority properties, focused on providing project updates, collecting measurements for final design, and clarifying connection implications.
- Wastewater Ordinance
  - Robin Morris, Chair of the Waitsfield Water Commission, spent the spring developing a draft Wastewater Ordinance for consideration by the Waitsfield Selectboard. Robin will be presenting the draft ordinance and related approach to wastewater capacity allocation to the Selectboard at its 6.22.26 meeting.
- Funding
  - CWSRF & ARPA

- The VT Dept. of Environmental Conservation’s Clean Water State Revolving Fund (CWSRF) and the American Rescue Plan Act (ARPA) have funded all engineering and design costs to date for the Waitsfield Community Wastewater Project and are set to fund the initial construction phase.
    - Due to the Town’s ranking on Vermont’s FFY25/SFY26 CWSRF Intended Use Plan, it qualifies for CWSRF construction loans. The town is also eligible for a 50% subsidy, up to \$1M in loan principal forgiveness, with a deadline of 6.30.26. The Town is poised to submit a CWSRF application for construction in advance of this deadline.
    - On 2.6, the Town of Waitsfield submitted a Project Priority List application to VT DEC for its FFY26/SFY27 Clean Water State Revolving Fund (CWSRF) funding cycle, which provides eligibility for CWSRF funding through the upcoming fiscal year (7.1.26-6.30.27). The results will be published in the State’s corresponding IUP. A draft is expected this summer.
  - NBRC Catalyst Program
    - The Northern Border Regional Commission’s (NBRC) Catalyst Program’s fall 2025 funding round awarded Waitsfield \$1M of construction funding focused on connecting the Waitsfield School to the broader infrastructure project.
    - The Town is working with CVRPC, who is serving as an administrative role as the project’s Local Development Districts (LDDs).
    - NBRC independently reviewed the project’s Environmental Review (ER) prepared by USDA-RD, completed on 12.4.24, which resulted in a Finding of No Significant Impact (FONSI). NBRC determined that the proposed action analyzed in the 2024 ER adequately covers the proposed action under consideration by NBRC, and that the information and analysis presented in the 2024 ER are accurate and sufficient. NBRC has chosen to adopt the 2024 ER prepared by USDA-RD for the project and shared via a Notice of Availability on 5.29.26.
  - USDA RD
    - On 8.27.25, the Town of Waitsfield was notified that it had been awarded a USDA RD grant of \$649,000 and a loan totaling \$7.552M.
  - FY27 Congressionally Directed Spending (CDS)
    - The project has been included in the funding requests for both Senator Sanders & Senator Welch (\$3.5 M).
    - The Senators’ funding requests must be approved by the Senate Appropriations Subcommittee and included in the final appropriations bill passed by the Senate.
    - On 6/1, Joshua discussed the process and details with VT DEC Commissioner Sinsigalli over the phone.
- Community Outreach
  - The latest project info is available on the Town of Waitsfield Wastewater webpage, including Spring 2026 progress, uploads covering the D90 set, and more.
    - <https://www.waitsfieldvt.gov/departments/projects/wastewater>
  - Working with Town staff to create informational “Coming Soon” signage at the Munn Site.

## Near-Term Activities

- Wastewater Ordinance discussion (6.22)
- ESA #5 (6.30)
- CWSRF Construction Loan Application (6.30)
- Priority easement outreach (June-July)
- Draft easements (July)
- State permitting entities finalize D90 review and subsequent approvals (July)
- D100 Final Design (July 2026)
- Bid Phase (Late Summer 2026)
- Construction Commences (Fall 2026)

# Waitsfield Water Commission

## Memorandum

To: Waitsfield Water Commission

From: Robin Morris

Date: June 10<sup>th</sup>, 2026

Topic: **Water Operator Contract with Simon Operation Services**

The Water Commission request that the Selectboard approve the “Professional Services” contract between Simon Operation Services, Inc (SOS) and Waitsfield Water Supply (Owner) for SOS to provide the Owner with the appropriate level of Vermont certified operator for this system.

Background. SOS have served as the Town’s Water Operator since the system went online in 2012. The current 3-year contract ends on 12/31/26.

The new contract was unanimously approved by the Water Commission on 19<sup>th</sup> March 2026 and all water related fees payable to SOS are included in the approved FY27 Water Budget. Key contract terms are:

- Contract Term: 1/1/2027 to 12/31/29 – 3 years.
- Monthly fixed fee \$2,460
- Annual renewal increases of 4% in 2028 and 2029.
- Additional work is at \$142 per hour.

In accordance with the Town’s procurement policy all major purchases over \$10,000 must be approved by the Selectboard. Under Procedures Section E & F the policy allows for Professional Services to be exempt from a bid process.

The Water Commission believe that SOS does an exceptional job as the Town’s Water Operator and recommend the Selectboard approve this contract.



## **SIMON OPERATION SERVICES, INC.**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

This is an agreement, based on information provided by the Owner and the current operating permits, between Waitsfield Water Supply (Owner) WSID # 20997 and Simon Operation Services, Inc. (SOS).

In consideration of the mutual agreements herein contained and subject to the terms and conditions stated, both parties agree as follows:

In performing the services outlined under this agreement, SOS accepts a relationship of trust with the Owner and shall perform such services in a competent manner consistent with SOS's status as an experienced and qualified professional organization upon whose expertise the Owner may and shall rely. Based upon the information provided by the Owner, the current operating permit requirements and the most up to date Operations and Maintenance (O & M) Manual, SOS offers this agreement.

#### SECTION I SCOPE OF SERVICES

##### 1. CERTIFIED OPERATOR

SOS will provide the Owner with the appropriate level of Vermont certified operator for this system. This operator, or operators, will meet the requirements set by the State of Vermont for the guidelines applicable to the system and be able to perform the tasks required by a certified operator as defined by this agreement. SOS will be designated as "Operator to Receive Correspondence" whom the Owner has placed in responsible charge of all quality, quantity, process control, and system integrity decisions involving public health, treatment, storage, distribution, and standards compliance as defined by the State of Vermont except as otherwise omitted or defined in this agreement.

##### 2. SITE WORK

This agreement is a labor-only agreement, wherein SOS provides labor services exclusively, with no obligation to furnish materials, equipment, or other resources. An SOS operator shall visit the system approximately 2 times per week for routine operational purposes. These visits may consist of routine operational tasks including, but not limited to, adjustment of the chemical feed system(s), routine reservoir or tank and pump inspections, meter readings, data recording, water sample collection and inspection of the water sources. Data collected shall be recorded, which will remain on site for review by the Owner or any other entity entitled to view this information. SOS will be available by phone for consultation.

Pre-Existing Conditions & Compliance Status. SOS's services are limited to routine operational tasks as described herein and do not include remediation of any pre-existing system deficiencies, regulatory violations, or design defects. SOS shall have no responsibility or liability for any deficiencies, violations, or defects that exist prior to the start date of this Agreement, or for any issues arising from these deficiencies, violations, or design defects. SOS's only responsibility will be to notify the Owner in a timely manner. SOS may be able to advise on corrective actions subject to the rates in Section V.

Requested, emergency, or non-routine site visits will be subject to the rates in Section V.

Chemical residuals/data and/or master meter readings are not required to be recorded currently. In the event this data becomes required in the future, the recording of this data will be the responsibility of the Owner or a representative of the Owner.

Chemical residual readings recorded by the Owner must be provided or made available to SOS on or before the 5<sup>th</sup> day of each reporting period for compliance reporting purposes.

Water system operational considerations:

- Conduct visual inspections of the system's source, source water protection area, storage facilities, and chemical addition systems at an appropriate frequency considering the system's design, location, vulnerability, Operations and Maintenance Manual, and other relevant factors.
- Be familiar with all aspects of the treatment and distribution system operation of the water system.
- Review and adhere to the system's monitoring schedule.
- Ensure that all samples are delivered to a certified laboratory in a timely manner.
- Inspect system within 24 hours of water system failures that threaten public health.
- Quarterly meter reading is included for the Owner's billing purposes. Meter reading is also included on a limited basis for the data collection related to the proposed wastewater system.
- Keep abreast of changes in the drinking water regulations and safety regulations.
- Fulfill certification and certification renewal requirements.
- Operate the system in accord with the Operation & Maintenance Manual and Permit to Operate.
- Attendance by an SOS operator at all sanitary survey inspections as directed by state personnel.
- Keep complete and accurate water system records in accordance with the Owner's record keeping system.
- Carry out all required reporting requirements including submitting a monthly report to the Secretary by the 10th day of the following month when as required.
- Comply with all applicable state and federal statutes, rules and orders governing water system regulation.
- Conduct all duties with reasonable care and judgment for the protection of public health, public safety, and the environment.
- Collect repeat total coliform samples. Subject to the rates in Section V.
- Manage the system's valve exercise and operation.
- Set and adjust chemical dosage.
- Set, adjust, and replenish chemical mixes and batches.
- SOS is not a provider of plumbing, excavation, electrical, or mechanical services but can recommend contractors and coordinate these services for the Owner.
- Hydrant flushing and valve exercising are included at a frequency of 1 time per year or as required in the O & M manual, whichever is greater.
- Leak detection services are available at the hourly rates in Section V.
- Leak repairs are not included in this contract but are available at the hourly rates in Section V.
- Chemical costs are not included in this contract. All chemical purchases will be included on operational invoices as a separate line item. SOS will deliver, or arrange for delivery, any necessary chemicals to sites as needed.
- SOS will prepare a Consumer Confidence Report (CCR) if required. The water system Owner is responsible for the distribution and the certification of distribution of the CCR.
- Source Protection Plan updates are available at the rates in Section V.
- O & M manual updates are available at the rates in Section V.
- Third party fire protection requirements and obligations associated with any fire protection supplied by the public water system are not included.
- Any service shut-off expenses are additional and will be invoiced as a separate line item at the rates in Section V. As SOS employees are not officials of the water system, it may be necessary, if requested, that an official of the water system accompany the operator during shut off activities for the safety and security of everyone involved.
- Developing or updating routine total coliform, disinfection bi-products, Lead and Copper or any other sampling plans are subject to the rates in Section V.
- All violation distributions and postings, along with their signed certifications, are the responsibility of the Owner.
- State required Level 1 (L1) and Level 2 (L2) assessments are available at the hourly rates in Section V.
- General grounds maintenance and snow removal are not included.

### 3. SAMPLING AND LABORATORY

Included with this agreement is the collection and delivery of water samples for routine analysis as required by the state and EPA as indicated in the system's current monitoring schedule and permit at the inception date of this agreement. Sampling techniques and preservation shall conform with the latest edition of Standard Methods for the Examination of Water and Wastewater. All sampling and analysis procedures for testing and monitoring shall also be in accordance with the Vermont Water Quality Standards and conducted by a competent laboratory. SOS uses Endyne Laboratory Services as its preferred testing laboratory. The Owner may select an alternative laboratory service if they choose. Any alternative laboratory must be a competent laboratory that has demonstrated successful performance in the analysis of U.S. EPA check samples for all parameters and/or any check samples provided by the Secretary. Additional delivery fees may apply should the Owner select a laboratory service outside of SOS's normal operating area.

The cost of all sample analysis will be the responsibility of the water system's owner.

**The Owner shall establish their own account with Endyne Inc. laboratory services. Call 802-879-4333 for account information.**

Any additional sampling collection and delivery that is not included as a requirement laid forth by the current permit at the inception date of this agreement, will be subject to the labor rates in Section V or a modification of this agreement.

### 4. CHAIN OF CUSTODY

SOS shall provide the laboratory with a chain of custody documents containing all relevant and required information pertaining to the individual samples taken. Information shall include site identification, date and time taken, sampler's name, preservation method, transportation on mode and date and time samples are released to the laboratory or carrier service.

### 5. COMMUNICATIONS AND RECORDS

SOS may act as the Owner's liaison between regulatory agencies, engineering firms, and other parties regarding the water or wastewater system. All relevant correspondence related to the system shall be forwarded or available to the Owner. The Owner shall forward to SOS any or all correspondence, from any entity, that may affect operations. It is the Owner's responsibility to have an adequate record keeping system that follows all regulations, statutes, and regulatory bodies. SOS shall record all necessary data collected for operation of the system and those records shall remain onsite or be provided to the Owner based on the Owner's record keeping requirements. These records and their preservation are the responsibility of the system's Owner. SOS is not responsible for the maintenance or preservation of the systems' reports, lab results, emails, or records of any kind and all these records are the property of the system's Owner. SOS's relationship with the Owner is that of an independent contractor, and nothing in this agreement is intended to create a partnership, agency, joint venture, or an employment relationship. SOS is not authorized to make any representation, contract, or commitment on behalf of the Owner unless specifically requested or authorized in writing to do so by the Owner. In the event of any proposed future changes or upgrades to the system, SOS shall be consulted and provided with a complete proposal of any physical or operational changes to the system. SOS shall be provided with a reasonable amount of time to review proposals and to offer recommendations for all changes and upgrades.

### 6. REPORTING

SOS shall prepare and submit the monthly operating reports to the Drinking Water and Groundwater Protection Division on behalf of the Owner.

### 7. FACILITY IMPROVEMENTS

SOS may make recommendations to the Owner on improvements that could refine the facility's operation. Prior authorization by a designated Owner representative will be needed before SOS undertakes any additional facility improvements. SOS shall assist the Owner in obtaining information needed to make decisions pertaining to any facility improvement. Improvements to the facility are considered outside the scope of services and an additional service fee

shall be paid to SOS for any improvements made by SOS. These rates are defined in Section V.

#### 8. HOLD HARMLESS

Each party to this agreement (the Indemnifying Party) will indemnify and hold harmless the other party (the Indemnified Party) harmless from and against any claims, actions, liabilities, damages, costs (including reasonable attorney's fees) and expenses (collectively "Claims") to the extent such Claims are the result of: (i) loss of life, bodily injury or damage to property, arising from any negligence or intentional wrongful act or omission by the indemnifying party or any of its employees, agents, representatives or subcontractors; (ii) the Indemnifying Party's violation of applicable federal, state or local law or regulations; or (iii) the Indemnifying Party's material breach of this agreement.

#### Consequential Damages

Neither party shall be liable to the other regardless of fault or negligence, for any special, consequential, or incidental damages of any kind whatsoever arising out of or related to a breach of this agreement, and each party waives all rights to make claim for any such damages.

SOS will not be liable for any part of the facility in total or in part, which is rendered defective, due to causes beyond its control including Acts of God, vandalism, terrorism, civil disturbance, design, age of materials, construction practices, existing building or OSHA regulatory code violations, unknown local conditions, or misuse by persons other than SOS personnel or agents; nor will SOS be liable for any property damages or personal injury to the extent resulting from causes beyond its control.

#### Standard of Care

While performing services under this agreement or any Services Statement, SOS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by consulting professionals performing the kind of services to be performed thereunder and practicing in the same or similar locality at the same time.

### SECTION II COMPENSATION

The service fee charged by SOS under this Section and the payment of said charges by the Owner shall constitute full compensation for all expenses incurred by SOS in connection with the services rendered, including FICA, income taxes, state and Federal unemployment costs, employee benefits, insurances, mileages, office expenses and the general cost of doing business.

### SECTION III INVOICING AND PAYMENT TERMS

SOS shall provide a monthly invoice for operations via email delivery. Each invoice shall be for the total indicated below for each year. Any services not expressly included in this contract are subject to the rates in Section V. The invoice terms are net 30. Payments not received within the 30-day period shall include a late fee of 1 1/2% per month, computed from the 31st day until paid.

2027 - \$2460.00

2028 - \$2558.00

2029 - \$2661.00

Fees for each new individual service connection shall be billed at \$175.00, or a maximum of \$275.00 for situations that are non-routine and require additional operator involvement.

### SECTION IV PERIOD OF SERVICE

SOS shall begin work under this agreement beginning January 1, 2027. This agreement shall remain in effect for 3 years. This agreement shall automatically be renewed for successive one (1) month terms unless either party gives the other

party notice of its intent not to renew at least thirty (30) days prior to the end of the then current term. On January 1<sup>st</sup> of each year during the term of the contract, and beyond, should the contract expire, and services continue without a new agreement, the contract rate will be subject to adjustment to reflect current economic trends and industry benchmarks.

#### SECTION V ADDITIONAL WORK / EMERGENCY CALL BACK

If, during the term of this agreement, the scope or character of the work is changed substantially, or if the period of service is increased substantially due to circumstances beyond the control of SOS, and if such changes thereby increase the work to be performed by SOS, an additional fee shall be paid to SOS, the contract may be cancelled, or a new agreement may be negotiated between the parties.

All additional work shall be done on a time and materials basis. SOS may offer pricing estimates; however, these are approximate and not guaranteed quotes.

Additional work performed outside the scope of the services included in this agreement during regular business hours shall be compensated for at the current hourly rate set by SOS on January 1<sup>st</sup> of each year. The hourly rate for 2027 is \$142.00 per hour, per person. These rates are subject to change at any time without notice and are determined at the sole discretion of SOS.

Management consulting or meeting attendance is not included in this agreement and may be billed at the current consulting rate as determined by SOS.

Purchases or coordination of services made by SOS for the Owner shall bear a 15% service charge.

These purchases may appear on a separate invoice or on the regular contract services' invoice as additional line items.

These charges will include descriptions and details about items or services provided.

SOS shall be on call 24 hours a day through pagers, cell phones or any existing alarm notification systems to respond to emergencies. All dispatched work shall be billed for a minimum of two hours or the actual time, whichever is greater and is subject to the rates in this section.

#### SECTION VI OWNER'S RESPONSIBILITY

The owner shall be responsible for the water system's compliance with The Vermont Water Supply Rule, the Federal Safe Drinking Water Act, Vermont statutes, and the regulations developed pursuant to all. SOS is not responsible for the Owner's actions or inactions related to this responsibility.

All violation responses, distributions, notices, and postings, along with their signed certifications, are the responsibility of the Owner.

***The Owner, or a representative of the owner, must create an Agency of Natural Resources Online Services Portal account with a subscriber agreement for required submissions and certifications. The website address is: <https://anronline.vermont.gov/>***

***The Owner shall establish their own account with Endyne Inc. laboratory services. Call 802-879-4333 for account information.***

The Owner shall obtain all necessary local, state, and federal permits, waivers and approvals of any kind necessary for the operation of the system.

The Owner shall be responsible for all costs necessary to properly operate and maintain the water system, including all laboratory fees. SOS is not responsible for any costs associated with the execution of its duties as defined in this agreement other than the costs related to the contract labor services provided.

The Owner shall be responsible for all sample delivery (outside Vermont) and associated laboratory costs. This does not apply to satellite branches of Vermont based laboratories such as Endyne in West Lebanon New Hampshire.

The Owner shall designate an Administrative Contact (AC) person (if other than the person listed on the state's contact

form), in writing, to act as the Owner's representative with respect to the services to be rendered under this agreement. This AC shall have complete authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to materials, equipment, and all other items pertinent to SOS's services.

The Owner is responsible for all existing site related safety issues. SOS will assess the areas where SOS employees are working and provide all necessary requirements to its employees only.

The Owner shall forward all relevant correspondence to SOS regarding the operation of the system.

SOS is not responsible for contractors employed directly by the Owner. Furthermore, any contractors arranged to perform tasks related to the system by SOS are done so with the express understanding that they are hired directly by the Owner, and the Owner assumes all responsibility for said contractors.

#### SECTION VII SUCCESSORS AND ASSIGNS

The Owner and SOS each bind itself, its partners, successors, executors, administrators, and assigns, to the other party of the agreement, and other partners, successors, executors, administrators, and assigns, for such other party to all covenants of this agreement. Except as above, neither the Owner nor SOS shall assign, sublet, nor transfer its interest in this agreement without the written consent of the other party. Nothing in this paragraph shall prevent SOS from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of the services of this agreement.

#### SECTION VIII INSURANCE AND DAMAGES

SOS shall provide comprehensive general liability insurance to cover bodily injury or property damage resulting from negligent performance of the services included in this agreement.

SOS Insurance - During the term of this agreement, SOS shall maintain, at its sole cost and expense, insurance policies to protect its property and interests at the water system covering the following:

A. Workers Compensation - SOS shall provide workers' compensation insurance to the limits required by state law for all employees providing services under this agreement.

B. General Liability - SOS shall provide comprehensive general liability insurance to cover bodily injury or property damage resulting from negligent performance of the services included in this agreement. The aggregate limit of liability shall be \$2,000,000 for bodily injury and property damage. The Owner shall maintain comprehensive general liability to cover bodily injury or property damage resulting from the operation of the water system.

The Owner shall be named as an additional insured with respect to the general liability coverage and SOS shall not cancel or reduce the coverage provided by any policy described in this section, except upon thirty (30) days prior written notice to the Owner. SOS will provide a certificate of insurance within 30 days of the commencement date of this agreement.

Owner Insurance - During the term of this agreement, the Owner shall maintain at its sole cost and expense, insurance policies to protect its property and interests at the water system covering Public Liability Insurance, including Bodily Injury and Property Damage.

Waiver of Recovery of Insured Losses - The parties agree to waive their respective rights of recovery against one another for losses covered by their respective insurance policies, notwithstanding the negligence or fault of their respective employees, agents, or invitees.

Non-Solicitation of Employees - During the term of this Agreement and for a period of 6 months following its termination or expiration, the Owner covenants and agrees not to directly solicit for employment any individual who is

actively employed by SOS at the time of solicitation. This restriction does not apply to individuals who have not been employed by SOS for a period of more than 6 months at the time of any solicitation.

Liquidated Damages - The Parties acknowledge that SOS invests substantial time, resources, and expenses in recruiting, hiring, training, and retaining its employees. The Parties further acknowledge that SOS would incur damages resulting from the Owner hiring away an employee in violation of the Non-Solicitation Clause above. The Parties agree that should the Owner breach the Non-Solicitation Clause of this Agreement by hiring any employee of SOS, the Owner shall pay SOS, as liquidated damages and not as a penalty, an amount equal to 6 month's contracted service fees. This amount is agreed to represent a reasonable estimate of damages that SOS would suffer and is intended to compensate SOS for its losses, including but not limited to, recruitment costs, training costs, loss of institutional knowledge, and disruption to business operations. The Owner agrees that these liquidated damages are reasonable and necessary to protect SOS's legitimate business interests. Payment of such liquidated damages shall be SOS's sole and exclusive remedy for a breach of the Non-Solicitation Clause.

Consequential Damages - Neither party shall be liable to the other regardless of fault or negligence, for any special, consequential, or incidental damages of any kind whatsoever arising out of or related to a breach of this agreement, and each party waives all rights to make claim for any such damages.

SECTION IX TERMINATION

Either party may terminate this AGREEMENT for any reason upon not less than thirty (30) calendar days' written notice (delivered by email or certified mail, return receipt requested) to the other party. In the event of a termination due to the other party's failure to substantially fulfill its obligations under this Agreement, an opportunity for consultation shall be provided by the terminating party to the non-terminating party before the termination is effective.

Upon such termination, the Owner shall pay SOS for all work completed prior to the effective date of the termination.

Upon payment by the Owner as provided above, SOS shall turn over to the Owner all completed work in whatever form it exists and said work shall then become the responsibility and property of the Owner.

Any equipment provided by SOS which is required for the performance of the services under this agreement but not equipment that is a part of the facility, shall be considered and remain the property of SOS upon termination of this agreement.

System Representative: \_\_\_\_\_ Simon Operation Services: \_\_\_\_\_

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

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

# Town of Waitsfield

## Traffic Ordinance

(As amended through 2026)

Adopted on May 11<sup>th</sup>

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 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.

**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 15<sup>th</sup> to April 30<sup>th</sup>.

**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.

No more than one vehicle shall occupy the Village Covered Bridge (Great Eddy Bridge) at any time. Vehicles approaching the bridge from either direction shall yield to any vehicle already on the bridge before proceeding.

**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.

No more than one vehicle shall occupy the Pine Brook Bridge at any time. Vehicles approaching the bridge from either direction shall yield to any vehicle already on the bridge before proceeding.

**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 11<sup>th</sup> day of July 2026.**

\_\_\_\_\_  
Brian Shupe, Chair

\_\_\_\_\_  
Larissa Ursprung, Vice-Chair

\_\_\_\_\_  
Chach Curtis

\_\_\_\_\_  
Fred Messer

\_\_\_\_\_  
David Babbott-Klein

## Town of Waitsfield

4144 Main Street, Waitsfield, VT 05673

P: (802) 496-2218 • F: (802) 496-9284 • E: [townadmin@gmavt.net](mailto:townadmin@gmavt.net)

# Flemer Field Community Green Use Form

Group making Request: Highlander Youth Lacrosse Club Date: June 15, 2026  
Address: 210 Moretown Hts Moretown VT 05660 Phone: 5037157843  
Street City, State Zip  
Date(s) requested for use: M-F March 8 - April 30 Time of Use: from 4:00pm to 7:30pm  
a.m./p.m. a.m./p.m.  
Purpose: Youth lacrosse lacrosse sessions

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

Other Information (optional): Use of fields, once dry, will be for youth lacrosse practices - no need for equipment. Participants need a waiver.

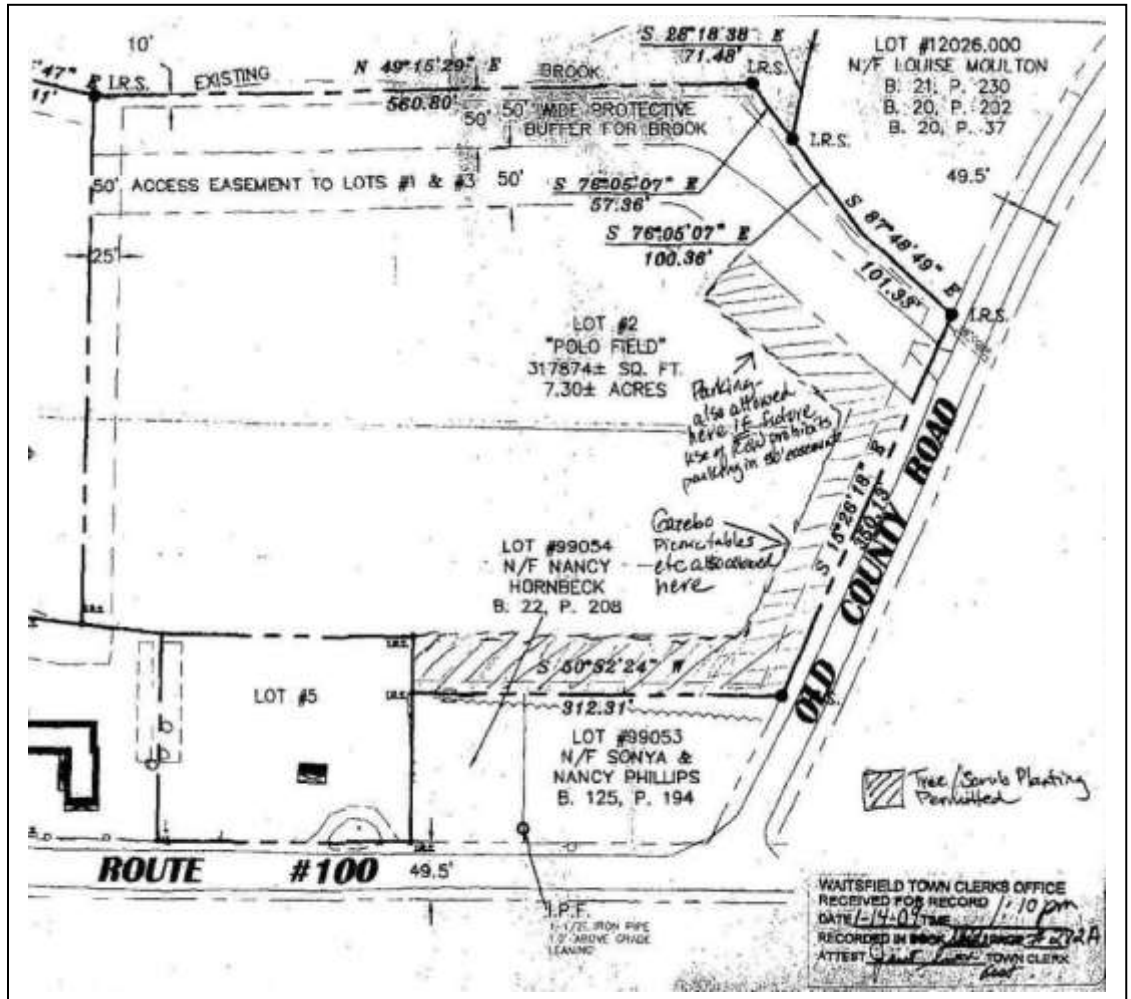
Person Name: Bethany Meyer  
Responsible: Phone: 5037157843  
Address: 210 Moretown Hts Rd, Moretown VT 05660  
E-mail: beth@highlanderlacrosse.com

### **Rules & Policies:**

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

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

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



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

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

Signature of the Person Responsible *Ben Myers* Date: 6/15/26

**Administrative Action**

Approved Conditions: \_\_\_\_\_

Denied Reason: \_\_\_\_\_

Approving Town Official Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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

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

_____	_____
Owner	Address
_____	_____
Phone	

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

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

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

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

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

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

*Josh Turka*  
 \_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Date

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

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

Conditions:

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By: Waitsfield Selectboard

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1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, June 8, 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:** Tanya Applebaum, Doug Bergstein, Bob Cook (Cemetery Trustee), Liz  
10 Cota, Wayne Cota, Jeff Doolittle (MRPA), Misha Golfman (MRPA), Doug Greason, Pegeen  
11 Greason, Jenny Hyslop (Downstreet), Beth Kendrick, Cathey Kerr, Pegeen Mulhern, Leah Save  
12

13 **I. Special Health Board Meeting Call to Order:** The meeting was called to order at 6:30 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 changes were made to the agenda.  
19

20 **2. Alleged public health risks at the Vermont Mobile Home Park**

21 Mr. Shupe provided some background information regarding tenants at Vermont expressing  
22 concerns about conditions at the site, noting the meetings which had taken place, and the most  
23 recent email from Downstreet which was included in the meeting packet.  
24

25 Ms. Hyslop reviewed a list of items accomplished since these matters were brought to her  
26 attention, noting that:

- 27 • Several dumpsters of trash have been taken away
- 28 • Downstreet staff held a clean-up day
- 29 • A new permanent bear-proof dumpster has been put in place
- 30 • Mailboxes have been ordered
- 31 • Downstreet has set a requirement that staff return phone calls within two days
- 32 • Regular site visits and newsletters have been established
- 33 • A new property manager will be hired
- 34 • Noticing has been provided regarding leashing of dogs and removing dog waste
- 35 • Driveway accessibility at one lot has been addressed
- 36 • The leach field which was found to be not operational after a first notice was issued  
37 several years ago is not being used; the options for adding pumping capacity in order to  
38 make it serviceable again are being explored
  - 39 ○ A map of the system will be provided; the field with standing water is the one  
40 that is not in use
- 41 • Water testing will be completed for tenants with concerns regarding water quality and  
42 water pressure
- 43 • Issues related to last year's water system upgrade installation are being addressed
  - 44 ○ The old piping that was left in the pits caused the new piping to not settle  
45 correctly
  - 46 ○ Metering cables were damaged; Nate Fredericks (SOS) will address this
  - 47 ○ These underlying situations will be remedied before the site is regraded

- 48                   ▪ More information on this timeline will be available in a couple of weeks
- 49           • It has been determined by a licensed engineer that the water and wastewater lines are
- 50           an adequate distance apart
- 51           • A credit will be provided to those who are current on their rent payments

52

53 Mr. Shupe opened the floor for comments from tenants. Ms. Cota indicated that a timeline of  
54 earthwork to be undertaken would be helpful, as tenants are not clear on whether planting is  
55 suitable at this point, and noted that the new dumpster doors are hard to open. Ms. Hyslop  
56 indicated that she would look into adjusting the doors. Ms. Cota expressed that generally  
57 things at the site are improving. An email from Jess Tompkins also indicated that matters were  
58 generally being addressed satisfactorily, and suggested that a dog waste bag dispensary be  
59 installed.

60

61 Ms. Hyslop explained that a timeline of further work is being developed, and that Mr. Messer  
62 will be included in related communications; he will provide updates to the Health Board on  
63 continued progress on water/wastewater and other issues.

64

### 65 **Adjourn**

66 The Special Town Meeting adjourned at 6:56 pm.

67 **II. Selectboard Meeting Call to Order:** The meeting was called to order at 6:57 pm by Brian  
68 Shupe. The meeting was held in person at the Waitsfield Town Office and remotely via Zoom.

69

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

71 One duplication was removed.

72

#### 73 **2. Public Forum**

74 Ms. Ursprung read a message on behalf of David DeFreest, expressing his hope that the Town  
75 recognizes the role of agriculture in shaping the look and feel of the Valley. Mr. Shupe noted  
76 that work continues on the Meadow Road Bridge, which currently needs to have the weight  
77 limit strictly enforced to avoid closure, but that the Board does realize the importance of the  
78 Town's agricultural enterprises.

79

### 80 **III. Regular Business**

#### 81 **1. Cemetery Trust Appointment**

82 Mr. Cook outlined that the Trustees had interviewed three candidates, and were  
83 recommending that Doug Bergstein be appointed as a new Trustee, which is an elected position  
84 for which the Board may appoint to fill the vacant term, which is up for election in March 2027.  
85 Mr. Bergstein spoke of his interest in serving as a Cemetery Trustee.

86

87 **MOTION:** *Mr. Curtis moved to appoint Doug Bergstein as a Cemetery Trustee until an election*  
88 *is held. The motion was seconded by Ms. Ursprung, and passed unanimously.*

89

#### 90 **2. General Wait House – Gutter Project and Air Conditioning**

91 Mr. Shupe explained that the new ADA entrance ramp is being impacted by roof drainage, and  
92 that the Wait House Commission has suggested installation of a gutter to keep the area safe  
93 and dry. The cost exceeds the \$1000 discretionary limit provided for the Commission. It was

94 agreed that funds would be taken from the operational account, which will be established as of  
95 July 1. It was also noted that a discussion of the use of donated funds and dairy barn repair  
96 funding will be placed on an upcoming agenda.

97

98 **MOTION:** *Mr. Messer moved to approve expending \$1100 of the Wait House Operational Fund*  
99 *for purchase and installation of a gutter. The motion was seconded by Ms. Ursprung, and*  
100 *passed unanimously.*

101

102 Beth Kendrick explained that she had researched possible air conditioning units for her office at  
103 the Wait House, and noted that indoor units are too noisy for use in her practice. She  
104 requested that a model which only has a small portion of the unit extending outside the  
105 window be allowed to be installed, as her lease currently does not allow for window units.

106

107 **MOTION:** *Mr. Messer moved to allow the installation of the unit described by Ms. Kendrick.*  
108 *The motion was seconded by Mr. Babbott-Klein, and passed unanimously.*

109

### 110 **3. Mad River Path**

111 Mr. Golfman introduced Jeff Doolittle, the MRP's new Project Coordinator, who provided some  
112 background information about himself.

113

114 Mr. Golfman reported that Mr. Doolittle has submitted an application to serve as the Municipal  
115 Program Manager for the work to be undertaken through the \$600K grant recently awarded for  
116 the Active Transportation Corridor work between Mill Brook and Dugway Road. He outlined  
117 that it is likely that the one remaining large expense involved for Waitsfield in fully connecting  
118 the Corridor between Warren and Waitsfield will be the Munn Field to Lareau section.

119

120 A current grant opportunity was then discussed, for which Mr. Golfman noted he would apply if  
121 the Board was in favor of the work included and would commit to providing the necessary  
122 matching funds. The proposal was outlined, including crosswalk striping, resurfacing the  
123 mowed path from the Slow Road to Lawson's with aggregate in order to provide better  
124 accessibility, and installing two new RRFBs on the crosswalks between the twin malls. There  
125 were questions raised regarding whether the new RRFBs would be too close in proximity to the  
126 one already in place in Irasville, as well as some discussion of the possibility of using better  
127 quality/different color paint for the crosswalks. It was also noted that one crosswalk area in the  
128 proposal is on private property – between the Brothers' Building site and the Shaw's parking  
129 lot.

130

131 Mr. Golfman further explained that included in this proposal is signage for indicating that  
132 bicyclists need to be provided with a 4-foot clearance as well as signage indicating that when  
133 bicycles and pedestrians are sharing a sidewalk, the pedestrians have the right of way. There  
134 was some discussion of this shared use, with it generally being agreed that it is common for  
135 kids/parents/elderly people to use the sidewalks for biking, and that the proper bicycling  
136 courtesy should be pointed out for accommodating those users.

137

138 Mr. Golfman presented the budget for these plans, which totaled \$51K, with a 50% match  
139 requirement involved. He reminded the Board that the 20% match to which they had  
140 committed for the larger \$600K grant would not need to be expended for at least two, and

141 likely three, years. This timing of the grant for this new proposal indicates that the match  
142 would need to be funded in next year's budget.

143  
144 The various aspects of this project were discussed. It was agreed that the RRFBs could  
145 potentially be funded by a grant with a smaller match requirement, and requested that Mr.  
146 Golfman consult with VTrans regarding the use of a flag crossing system. Mr. Messer expressed  
147 some concern regarding the installation of further signage along Main Street.

148  
149 **MOTION:** *Mr. Curtis moved to approve supporting MRP in applying for a grant for \$31K for the*  
150 *items outlined, with the exception of the RRFBs, and to provide a local match amount of*  
151 *\$15,500. The motion was seconded by Mr. Babbott-Klein, and after some further discussion*  
152 *verifying that the Board did not intend to ban bicycles on sidewalks and therefore signage would*  
153 *be appropriate, passed with Mr. Messer opposed.*

154  
155 Mr. Golfman agreed to schedule time at an upcoming meeting to hold a broader discussion of  
156 future planning of MRP efforts.

157  
158 **4. Meadow Road Bridge**

159 **5. Town Garage**

160 Mr. Shupe indicated that the Meadow Road Bridge and Town Garage agenda items would be  
161 discussed together, noting the importance of coordinating funding efforts for the two projects.

162 It was explained that Breadloaf Construction is no longer in existence, which impacts the plans  
163 for an August bond vote for the Town Garage. Further discussion with the individuals who  
164 formerly worked with the Town through Breadloaf will be taking place, so that a more definitive  
165 timeline can be determined. There was agreement that a 2027 build would be less expensive  
166 than a 2028 build, and it was noted that necessary permitting appears to be on track for a 2027  
167 build. What needs to be clarified is whether an August 2026 bond vote is necessary in order to  
168 have the funds to procure materials in a timely manner, or if a bond vote can be held in  
169 November 2026 without impacting the construction timeline. Mr. Haverkamp indicated that  
170 further information will be available within the next two weeks after further discussion with the  
171 professionals involved; it was agreed to hold a November bond vote, unless Mr. Haverkamp  
172 determines both that an August vote is possible, and would be beneficial for scheduling a 2027  
173 build.

174 It was confirmed that most of the scope of work for the garage was completed by Breadloaf,  
175 and that one remaining decision point is related to the heating system to be put in place. Mr.  
176 Haverkamp explained that he would likely be meeting with several construction companies in  
177 coming weeks to determine their availability for a 2027 build.

178 Meadow Road Bridge – Mr. Haverkamp provided a draft RFP for seeking an outline of potential  
179 costs for demolition of the bridge and construction of a new conventional bridge. A bond vote  
180 may be held in either November or March, as the permitting and other pre-construction work  
181 likely indicates a 2028 construction time frame. It was agreed to adjust the RFP to outline  
182 provision of a one lane bridge with a pedestrian walkway incorporated, and also noted that if a  
183 grant is awarded for a covered bridge option, plans will need to be adjusted. It was agreed that  
184 March would be the better option for holding a bond vote.

185 Mr. Haverkamp reported that FEMA has indicated that they will cover the cost of an A and E  
186 study for decking replacement on the bridge, even if those funds are not ultimately used for  
187 decking replacement. It is allowable to contract with DuBois and King for this work without  
188 seeking other bids, as the cost will be less than \$10K.

189 Mr. Haverkamp offered assurances that any bridge design will have the capacity to  
190 accommodate typical traffic, and noted that he will confirm that the bridge design will also  
191 support very large farm equipment.

## 192 **6. Bridge Street Marketplace and Village Sidewalk Work**

193 Mr. Haverkamp indicated that the work included in the Kingsbury quotes which were approved  
194 at a recent meeting will be scheduled for July, and noted that a more definitive quote is still  
195 needed for the Bridge Street Marketplace entrance off of Main Street. He explained that the  
196 entrance will likely be narrowed. Board members acknowledged that the sidewalk at that  
197 entrance is the Town's responsibility, and confirmed that Mr. Haverkamp should reach out to  
198 Kellee Mazer and Chris Pierson regarding their contributions to funding the vehicle entrance  
199 work.

200

## 201 **7. Village Covered Bridge**

202 Mr. Haverkamp outlined that the road crew will be completing the emergency repair work, and  
203 that he had drafted an RFP for the additional work required to replace bridge joists. It was  
204 agreed that October would be a suitable timeframe for this work to take place, and Board  
205 members agreed that Mr. Haverkamp should send the RFP to those parties who have expressed  
206 interest in this project.

207

## 208 **8. Animal Control Officer Appointment**

209 Board members acknowledged that Mr. Messer's prior efforts have led to people being more  
210 responsible regarding leashing and controlling dogs, and thanked him for that time and  
211 committment.

212

213 **MOTION:** *Ms. Ursprung moved to appoint Mr. Messer as Animal Control Officer. The motion*  
214 *was seconded by Mr. Curtis, and passed unanimously.*

215

## 216 **9. Consent Agenda**

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

- 218 • Approve Bills Payable & Treasurer's Warrants
- 219 • Approve Minutes of 05.11.2026 Selectboard Meeting
- 220 • Approve Public Festival Permits for Summer on the Green – Emma Delphin (Joy  
221 Restaurant)
- 222 • Approve renewal of a Second Class Liquor License for Addison West
- 223 • Approve renewal of a First and Third Class Liquor License and Outdoor Consumption  
224 Permit for 1824 House

225

## 226 **10. Town Administrator's Report**

- 227 • The timeline for striping East Warren Road is yet to be determined. It was agreed that  
228 the vehicle travel lanes should be 9.5 feet wide for both East Warren and Joslin Hill  
229 Roads, unless there are compelling reasons to establish 10-foot lanes.

- 230 • Double white lines for bike lanes are planned for Bridge Street, and possibly a crosswalk  
231 by the cemetery. It was agreed that a 9-foot wide car lane should be created on Bridge  
232 Street.
- 233 • Mr. Haverkamp has asked Josh Rogers to obtain a quote for Staymat on the shoulders of  
234 East Warren Road.
- 235 • Joslin Hill Road culverts are being replaced before paving begins.
- 236 • Steve McKenzie is moving, creating both a Lister and DRB member vacancy.
- 237

238 **11. Selectboard Roundtable**

239 Ms. Ursprung noted that the Planning Commission may be ready to present Short-Term Rental  
240 ordinance information at a July Board meeting.

241

242 Mr. Babbott-Klein encouraged people to complete the MRVPD Community Wellness survey.

243

244 Mr. Babbott-Klein asked that people participate in cutting back wild chervil before it goes to  
245 seed.

246

247 Mr. Shupe indicated that he would be meeting with Hadley Gaylord regarding fencing pasture  
248 on the Fairgrounds parcel to keep cows from the riverbanks; he will provide details at an  
249 upcoming Board meeting.

250

251 **IV. Executive Session**

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

254

255 **MOTION:** *A motion to enter Executive Session per 1 VSA §313(a)(1)(E) [Pending Litigation] and*  
256 *1 VSA §313(a)(1)(B) [Personnel] inviting Mr. Haverkamp to join, passed unanimously.*

257

258 The meeting entered Executive Session at 9:15 pm and returned to open session at 9:59 pm.

259

260 No further action was taken by the Board.

261

262 **V. Adjourn**

263 The meeting adjourned at 9:59 pm.

264 Respectfully submitted,  
265 Carol Chamberlin, Recording Secretary