

**TOWN OF WAITSFIELD**  
**SELECTBOARD MEETING**  
**Monday, November 14<sup>th</sup>, 2022**  
**6:30 P.M.**

**\*Please see note below for access\***

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

**II. Regular Business.**

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public forum. (5 +/- min.)
3. Update from Wastewater & Water Feasibility Study Committee (15 +/- min.)
4. ARPA Committee Updates (5 +/- min)
5. 2023 Health Insurance Enrollment Update (10 +/- min)
6. **7:00 P.M - Hearing to Consider Potential Violations of the Dog Ordinance (dog without a collar, running at large, nuisance dog) (15 +/- min)**
7. Constable Job Description & Ordinance updates (20 +/- min)
8. Historic General Wait House discussion (15 +/- min)
9. Consent Agenda:
  - a. Consider Approving the Minutes of 10/24/22
  - b. Bills Payable and Treasurer's Warrants
  - c. Approve SE Group Contract (Bylaw Modernization Grant)
  - d. Approve clerk's request to purchase shelving for the land records vault
  - e. Approve Vermont Emergency Management grant application for new AED and maps
  - f. Approve Assessor Error & Omission request
  - g. Authorize Clerk to close Town Office between December 26<sup>th</sup> and December 30<sup>th</sup>
10. Selectboard roundtable. (10 +/- min.)
11. Town Administrator's updates. (5 +/- min.)
12. Executive Session – Pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate] and 1 V.S.A. § 313 (a) (3) [Personnel]

**III. Other Business.**

1. Correspondence/reports received.

**IV. Adjourn.**

**\*PLEASE NOTE: Public access will be via Zoom. To watch and participate, 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, as indicated by the chair.**

**Questions and comments can be sent to [townadmin@gmavt.net](mailto:townadmin@gmavt.net) during the meeting.**

ALL TIMES ARE APPROXIMATE

# Waitsfield Town Administrator's Report

November 14, 2022

**\*PLEASE NOTE: Public Access to this meeting will be remote-only, via Zoom. To watch and participate, please use the following link:**

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## II. REGULAR BUSINESS.

### Item II.3. Update from Wastewater & Water Feasibility Study Committee

Annie and Alice Peal have prepared a memo summarizing the status of each phase of the project and updates on project funding which is enclosed.

#### ***Recommendation:***

*No specific action needed at this time. If the Selectboard has any concerns about the proposed approach described in the memo, this is the opportunity to discuss, otherwise the WWWFSC will proceed as explained.*

### Item II.4 ARPA Committee Updates

The ARPA Committee has set a final application deadline of November 18<sup>th</sup> for its first round of project review. The group plans to bring a recommended list of projects to fund to the Selectboard in January. Annie will prepare a separate list of Town projects that may be appropriate for ARPA funding including support to the Wastewater & Water Committee for water connections and potentially the preliminary engineering report as well as a new town website and digitizing land records. Some town projects have been discussed with the ARPA Committee but it is probably best for the Selectboard to sort through Town priorities separately, ideally in conjunction with the budget process. Some numbers for larger town projects, especially those related to the Wastewater and Water Study, will not be ready by the November 18<sup>th</sup> application deadline but that should not mean that they are not eligible for funding from ARPA money if the Selectboard feels it is appropriate. Ultimately, the Waitsfield Selectboard has the authority to allocate the municipal allocation of ARPA Funding as they see fit.

#### ***Recommendation:***

*No specific action at this time unless the Selectboard has any opposition to the plan as proposed.*

### Item II.5 2023 Health Insurance Enrollment Update (10 +/- min)

The Town of Waitsfield previously enrolled in Blue Cross Blue Shield of Vermont for health insurance by switched to MVP a few years ago because the premiums were much lower than BCBS. Over the past few years, MVP's premiums have been catching up to BCBS and with the newly released 2023 schedule, the premiums are quite comparable. Town staff has requested the switch back to BCBS since the original enrollment in MVP and the time seems right to make the change. Insurance enrollment follows a calendar year schedule but our fiscal year runs July – June so budgeting always requires a guess as to what the premiums will be for the second half of each fiscal year. Typically, we estimate a 7.5% increase in

premiums but MVP has jumped 20% between 2022 and 2023. To enroll again with MVP for 2023, the cost for the Town's portion of insurance premiums with our current employee mix (including budgeting for the new Treasurer) for the remainder of FY23 is \$56,656.59. To enroll with BCBS for 2023, the cost for the remainder of this fiscal year would be \$57,995.65, a difference of only \$1,339.06.

The FY23 budget also included funding to provide dental insurance to employees, a benefit that has not been previously offered by the Town. After comparing a handful of options, it appears that VLCT-PACIF provides the best option through Northeast Delta Dental. The approved FY23 budget included \$6,474 to provide dental insurance to staff. Northeast Delta Dental Group #925, Plan #2 appears to be the best fit at this time (this is the most common plan used by municipalities in the state). The Town will be able to provide 100% coverage for employees through this program. The total cost for 2023 is \$3,067.65, with only \$1,511.16 to be spent on dental coverage in FY23. This cost savings in what was budgeted vs. the actual cost will help buffer the increased health insurance costs resulting from switching to BCBS, as recommended.

**Recommendation:**

*Consider a motion to offer employees health insurance through Blue Cross Blue Shield of Vermont's Small Group Platinum Plan and dental insurance through Northeast Delta Dental's Group #925 Plan #2 for 2023.*

Item II.6 (7:00 P.M) - Hearing to Consider Potential Violations of the Dog Ordinance (dog without a collar, running at large, nuisance dog) (15 +/- min)

The Animal Control Officer has scheduled a hearing with the Selectboard to consider a suite of potential violations to the Waitsfield Dog Ordinance by "Otis," currently owned by AJ Wimble and Ashley Metevier. A hearing notice (enclosed) was mailed certified to the dog owners and delivery has been attempted twice in person to date. Notice was also published in the Valley Reporter on 11/10 and posted around town. Fred Messer will be serving in his role as Animal Control Officer and will be recusing himself from his capacity as a Selectboard member for the duration of this hearing. A copy of the Dog Ordinance is also enclosed and Section 12 outlines the decisions that the Board may issue as a result of a hearing and finding of violation(s). As a brief history of the situation, The Town of Waitsfield has made multiple efforts to contact the dog owners over the past year to address these ongoing issues with Otis. A certified warning letter was mailed on October 29th, 2021, another letter was hand delivered on February 28, 2022, and a third letter was mailed and attempted to be deliver on November 3<sup>rd</sup>, 2022 and again on November 9<sup>th</sup>. The Animal Control Officer will provide any other material related to complaints he has received and/or incidents he has witnessed over this same period.

The process for a hearing is as follows: The chair will formally open the hearing and first hear from any individuals who have logged complaints and/or from the Animal Control Officer based on correspondence received. The dog owner (if present) will follow. The Board, after hearing from each, can ask questions and allow for additional dialogue. The Board can also hear from anyone else interested in participating. The Board can either continue the hearing to a date certain if more information is requested, or close the hearing and deliberate to determine what action, if any, are to be taken. The Board may deliberate in public after the hearing, or in private at the end of the meeting.

The Board's decision, when rendered, is formalized in writing.

***Recommendation:***

*Hold the hearing, deliberate (in the hearing or at the end of the meeting in closed session), and render a decision based on the facts and circumstances presented.*

**Item II.7 Constable Job Description & Ordinance updates**

The Town's legal counsel reviewed the draft constable job description as discussed at the October 24<sup>th</sup> Selectboard meeting and had only a few comments. The updated draft is enclosed. The most significant comments were related to the need to clarify that we will not be providing a vehicle but we will provide coverage for mileage and it will need to be demonstrated that the Town is covered under the appointed individuals' car insurance policy (we may want to consider covering the cost of any additional insurance costs) and clarification that since the Town will not be providing a vehicle, the constable will not be able to transport individuals in their vehicle. It does not appear necessary for the Town to amend our Enforcement Ordinance in order for the constable to support other enforcement officers of the town.

***Recommendation:***

*Consider a motion to adopt the enclosed Constable Job Description.*

**Item II.8 Historic General Wait House discussion**

As part of the work plan discussion on October 24<sup>th</sup> the Selectboard requested that time be set aside at the next meeting to discuss the status of General Wait House projects. The General Wait House Committee submitted their report to the Selectboard about a year ago with their recommendation that both short- and longer-term building administration and maintenance would be best handled by some type of oversight committee or ultimately 501(c)(3) type of "friends of" organization. Their report is enclosed. The Town Administrator has been working to address short term building needs as time allows, but it has admittedly been a slow process. Short term needs include building repairs/maintenance, updates to tenant leases, and updates to use agreements for the barn and basement storage. Long term needs include evaluation of options for grants/other funding to make capital improvements to the structures. Annie and Brian had an initial site visit with Preservation Trust of Vermont and the process of a Historic Building Assessment has been initiated, but lack of available contractors to do such work has resulted in a bit of a delay.

***Recommendation:***

*Discuss options for how to proceed with the General Wait House short- and long-term needs.*

**Item II.9. Consent Agenda**

*Any member of the Selectboard may request that an item be removed from the consent agenda for any reason and the Chair will decide where on the regular agenda the item will be placed for further discussion and potential action, otherwise a single motion is all that's needed to approve the identified consent agenda items.*

- a. Consider Approving the Minutes of 10/24/22  
The minutes are enclosed for Selectboard review.
  
- b. Bills Payable and Treasurer's Warrants  
Warrants will be emailed before the meeting and available for review in person at the meeting.
  
- c. Approve SE Group Contract (Bylaw Modernization Grant) and authorize the Town Administrator to sign  
As authorized at the meeting on October 24, 2022, the Planning Commission has been working with the SE Group to finalize a contract for the Bylaw Modernization Grant work. ACCD did not provide a template contract so JB Weir, Kevin Anderson, and the SE Group have been working on drafting a contract agreement that addresses the procurement requirements for ACCD and captures the scope of work intended for the Bylaw Modernization Grant project. The project runs through January 2024 and includes some time for public outreach. The draft contract is enclosed. If approved, Annie would sign on behalf of the Selectboard.
  
- d. Approve clerk's request to purchase shelving for the land records vault  
Jen has indicating that she is looking to purchase additional shelving for the land records vault, to come from the Records Restoration Reserve. Jen will provide a final number on Monday, if not then this item will be moved to a future meeting.
  
- e. Approve Vermont Emergency Management grant application for new AED and maps and authorize the Town Administrator to sign  
Clare Ireland, Emergency Management Coordinator, and Fred have been working on a grant application through Vermont Emergency Management and the State Emergency Operations Center. The grant requires a 50% match from the municipality. Clare and Fred have identified the need for an AED in the Town Office and have picked a model that is compatible with MRVAS equipment. Their grant request also includes updated maps from CVRPC of town roads, bridges, and culvert, printed large and in color to be distributed to other emergency service providers in town. The required match as proposed would be \$1,198.05 which will be split between the Emergency Management line of the budget and the Town Office Equipment line of the budget. If approved, Annie would sign on behalf of the Selectboard.
  
- f. Approve Assessor Error & Omission request  
Mary Jane Potter, the Town Assessor, has submitted an Error & Omission Request for parcels 003108000 & 003108100. Mary Jane has asked the Selectboard to authorize the change in assessments for the two parcels as they are now one tax parcel.
  - 003108000 was \$381,500 (dwelling with 5.3 A) and should be \$415,000 (dwelling with 10.52A) [ STEWART DOUGLAS G & BRITTON JASON L owners of record]

- 003108100 was \$103,500 (5.22 A) and should be inactive account with \$0 assessment [BRITTON JASON L & STEWART DOUGLAS G owners of record]
- g. Authorize Clerk to close Town Office between December 26th and December 30<sup>th</sup>  
Jen has asked that the Selectboard consider authorizing her to again close the town office between December 26<sup>th</sup> and December 30<sup>th</sup>. With limited staff, this help make sure that everyone can take a little time off for the holiday season. The Selectboard authorized this same closure last year and there were no issues or concerns communicated from the community. Jen will make sure that everyone signed up for the land records mailing list gets plenty of notice and will also post on Front Porch Forum ahead of time. Any staff that wants to take days off during that time would take vacation time (except for the normal paid holidays of Christmas and New Years Day).

#### Item II.11. Town Administrator's Updates

##### **1. Meeting Schedule**

A reminder that in December the Board's meeting schedule switches to the first and third Monday of the month to avoid the holidays (meetings on December 5<sup>th</sup> and December 19<sup>th</sup>). Annie will not be in town for the December 19<sup>th</sup> meeting. The Board then meets every Monday in January to review and finalize the draft budget. The Board should expect some preliminary budget review at the next few meetings. Specifically, at the November 28<sup>th</sup> meeting the Selectboard will have their first review of the Waitsfield Fayston Fire Department budget. The meeting scheduled adopted in March of 2022 [can be found here](#).

### **III. OTHER BUSINESS**

#### Item III.1. Correspondence/Documents/Reports received

- a. Stephen Whitaker (11/5/22) – *the referenced attachments can be provided to anyone who would like to also review them*

**Waitsfield Wastewater & Water Feasibility Study Committee**  
**MEMORANDUM**

TO: Waitsfield Selectboard  
 FROM: Alice Peal, Chair of WWWFSC  
 Annie Decker Dell'Isola, Waitsfield Town Administrator  
 DATE: November 11, 2022  
 RE: Update on Wastewater & Water Project Funding & Planning

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**1. Feasibility Study Update**

Dubois & King have delivered the draft 90% Report to the Wastewater & Water Study Committee and an initial review has begun. There are remaining questions about calculations that the committee is working through. When complete, the 90% Report will include a recommendation of which scenario(s) to pursue for further engineering study and ultimately, if supported by the Town, construction. The WWWFSC intends to have D&K present the 90% Report to the Selectboard in December, at which time the Selectboard will need to formally approve moving forward with a contract amendment with D&K to complete a Preliminary Engineering Report (PER) for the selected scenario(s) and to submit another funding application to the DEC for another loan.

**2. Preliminary Engineering Report**

The Feasibility Study is being funded by the Clean Water State Revolving Fund, a program that provides low interest loans to municipalities for projects that support clean water in Vermont. The program is guided by an adopted annual Intended Use Plan (IUP). The Feasibility Study loan we secured was funded through the FY2021 IUP which allowed for 100% loan forgiveness up to \$125,000 for planning. The group had been working with the understanding that the PER would also be eligible for the same loan forgiveness criteria. On October 26<sup>th</sup>, Jon Ashley from D&K informed the WWWFSC that the PER may no longer be eligible for loan forgiveness because the criteria in the DEC's FY2022 IUP includes new federal requirements regarding borrowers meeting DEC's affordability criteria, which the Town of Waitsfield appears not meet. The DEC has determined (via American Community Survey data) that the Town Median household income of \$81,898 exceeds the State average MHI of \$59,328. The committee proposes the following approach to funding the PER:

1. The Town can conduct an income survey for the service area of the project, which might show those users (in the census designated population, CDP) meet the affordability criteria. There are only two firms that DEC accepts income surveys from and only one is available to help us (RCAP Solutions). The timing on the survey is up in the air and it is likely that we'll need to move forward with the PER and our loan application before the survey is complete. The committee still feels it is important to pursue this survey as demonstrating AMI of the actual project service area will likely be critical for additional funding opportunities, especially as we move toward potential construction. Alice also has concerns about the AMI figure being used by DEC and will include a memo explaining her calculation of Waitsfield's AMI in the loan application we submit for the PER.
2. DEC staff has also let us know that the other way that we be eligible for the 100% reimbursable loan subsidy for the PER is via a determination from DEC that the project meets water protection / sustainability criteria established in 603(j) of the Clean Water Act. DEC is in contact with EPA for further guidance on their interpretation of this criteria and expect to hear back from them soon but we have been encouraged to demonstrate how we meet this criterion with our PER application in case it is determined that we qualify.

3. The WWWFSC is also considering a request to the Selectboard to cover the cost of the PER using municipal ARPA funds in the event that we do not receive the loan forgiveness through the CWSRF Loan program. We do not have a final price on the PER yet but we do not believe it will be too far off from the Feasibility Study cost which was \$78,000.

[Adopted FFY22/SFY23 CWSRF IUP \(9/26/22\)](#) This link will download the document.

### 3. Construction Funding & Beyond

Additionally, on October 26th, DEC announced \$30 million in ARPA funds appropriated for the village water and wastewater initiative. These awards were informed by the DEC's Intended Use Plan which was generated based on ranking Priority List Applications submitted in February 2022. Waitsfield submitted a Priority List Application in February but ranked low as we did not have a PER or construction timeline/plan established yet. The WWWFSC intends to submit a more detailed Priority List Application in February 2023 to be informed by the upcoming PER work. We have been informed that the "first wave" of ARPA village wastewater awards was the entirety of village ARPA village wastewater money that the DEC had to allocate (at this time). We have still been encouraged to submit a 2023 Priority List Application as inclusion in the Intended Use Plan assists with eligibility for other funding opportunities and DEC also intends to reallocate any money that does not go to selected community in the event that project milestones of missed, etc. Other sources of funding that the WWWFSC is exploring include:

1. [ACCD's Community Recovery & Revitalization Program](#)  
Municipal funding is available for wastewater projects, up to 20% match with a maximum award of \$1 million. The application deadline is first come first serve, rolling, once it opens (webinars are being held this week for more detail).
2. **Congressional Directive Spending**  
The WWWFSC and D&K are exploring this option and will bring any request to the Selectboard for final review and approval before submittal.
3. [Central Vermont Economic Development Corporation Regional Project Priority List](#)  
This opportunity was just put on our radar and has an application deadline of November 29th.
4. We also believe that additional funding opportunities will become available and are working with D&K to continue compiling this list.

For all of these applications we'll want to move quickly but also will need to balance the information we may collect from the PER. Once the WWWFSC and Selectboard agree on scenarios worth pursuing in more detail, that may be enough to proceed with these applications. The intended goal has been to potentially begin construction on a selected solution in FY25, with any potential bond vote happening at Town Meeting 2024.



**TOWN OF WAITSFIELD  
NOTICE OF PUBLIC HEARING**

*Re: Nuisance Dog, Dog-at-Large, and Dog Without a Collar Complaints  
Dog owned by AJ Wimble and Ashley Metevier*

The Selectboard of the Town of Waitsfield, County of Washington, Vermont, will hold a Public Hearing pursuant to 20 VSA §3556, on 14 November 2022 at 07:00 p.m. (1900hrs) at the Waitsfield Town Offices second floor conference room, Waitsfield, Vermont, to hear evidence and receive testimony on complaints of a nuisance dog, dog running-at-large, and dog without a collar, all concerning a dog name "Otis" owned by AJ Wimble and Ashley Metevier residing at 1241 North Rd., Waitsfield, VT.

As amended by the Selectboard, 05/18/20

TOWN OF WAITSFIELD  
 DOG ORDINANCE  
*Adopted April 1989*  
*Revised May 2020*

Section 1. Authority.

The Town of Waitsfield adopted this ordinance under the authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59.

Section 2. Purpose.

The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids, prohibit running at-large, and to provide for the leashing, muzzling, restraint, impoundment, and destruction as necessary to protect public health and safety.

Section 3. Definitions.

For the purposes of this ordinance, the following definitions apply:

1. *Dog* – refers to any member of the canine species. For the purposes of this ordinance, the term shall also apply to wolf-hybrids and working farm dogs.
2. *Domestic Animal* – refers to the animals listed in 6 V.S.A. § 1151 (2), including, but not necessarily limited to, cattle, sheep, goats, pigs, and poultry.
3. *Domestic Pet* – refers to the animals listed in 20 V.S.A. § 3541 (3), including, but not necessarily limited to, dogs, cats, and such other domestic animals as determined by the Secretary of Agriculture, Food, and Markets by rule.
4. *Enforcement Officer* – refers to any constable, police officer, animal control officer, dog warden, humane officer, health officer, or any other person designated as an enforcement officer by the Selectboard.
5. *Owner* – refers to any person with actual or constructive possession of a dog, including persons who provide food and shelter to a dog.
6. *Potentially vicious dog* – refers to a dog running at-large that inflicts injuries on a person; chases, threatens to attack, or attacks another dog, domestic animal, or domestic pet; causes personal property damage; chase a person; or causes any person to reasonably fear attack or bodily injury. This definition shall not apply if a dog was protecting itself, its offspring, another domestic pet or animal, or person from attack. This definition shall not apply if a person attacked was found to have been engaged in teasing, tormenting, battering, assaulting, injuring, or otherwise provoking a dog.
7. *Rabbits* – refers to rabbits, regardless of whether or not they are kept as domestic animals or domestic pets, or in some other fashion.
8. *Running At-large* – refers to a dog that is:
  - a. Not on a leash, cord, chain, or other restraint.
  - b. Not in a vehicle.
  - c. Not on the owner’s premises.
  - d. Not on the premises, with permission, of another person.
  - e. Not clearly under the verbal or non-verbal control of the owner.
  - f. Not hunting with the owner.
9. *Selectboard* – refers to the legislative body of the Town of Waitsfield.
10. *Town* – refers to the Town of Waitsfield.
11. *Vicious dog* – refers to a dog found, following the process and procedures established in this ordinance and/or State statute, to have inflicted injury on a person, chased, threatened to attack, or

49 attacked another dog, domestic animal, or domestic pet; caused personal property damage; chased a  
50 person; or caused any person to reasonably fear attack or bodily injury. This definition shall not  
51 apply if a dog was protecting itself, its offspring, another domestic pet or animal, or person from  
52 attack. This definition shall not apply if a person attacked was found to have teased, tormented,  
53 battered, assaulted, injured, or otherwise provoked a dog.

54 12. *Wolf hybrid* – refers to any dog that is the progeny of a dog and a wolf, is advertised or described as  
55 a wolf hybrid, or exhibits primary physical and/or behavioral wolf characteristics.

56 13. *Working farm dog* – refers to a dog bred or trained to herd or protect livestock or poultry or to  
57 protect crops and is used for those purposes. The dog shall also be registered as a working farm dog  
58 pursuant to State law.

59  
60 **Section 4. License Required.**

61 The owner of a dog that is more than six (6) months old shall cause it to be registered, numbered, described, and  
62 licensed in accordance with the provisions of Title 20, Chapter 193 of the Vermont Statutes Annotated, as  
63 amended.

64  
65 A person who keeps a dog contrary to the license provisions of this ordinance shall be in violation of this  
66 ordinance. All unlicensed dogs found within the limits of the Town may be impounded.

67  
68 The Town may require a late licensure fee in accordance with the provisions of 20 V.S.A. § 3582.

69  
70 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
71 following table:

<b><u>Offense Number</u></b>	<b><u>Penalty</u></b>	<b><u>Waiver Fee</u></b>
1 <sup>st</sup> offense	\$25	\$10
2 <sup>nd</sup> offense	\$50	\$25
3 <sup>rd</sup> and subsequent offense	\$75	\$50

72  
73  
74 **Section 5. Collar Required.**

75 The owner of a dog shall ensure that, whenever a dog shall be off the premises of the owner, a collar or harness  
76 is fastened securely with the license tag issued by the Town attached. It shall be unlawful for any person other  
77 than the owner or their agent or any officer to remove a license tag from a dog.

78  
79 A dog visiting from out of Town or state shall wear a collar or harness with a current license from its home  
80 municipality or state attached.

81  
82 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
83 following table:

<b><u>Offense Number</u></b>	<b><u>Penalty</u></b>	<b><u>Waiver Fee</u></b>
1 <sup>st</sup> offense	\$25	\$10
2 <sup>nd</sup> offense	\$50	\$25
3 <sup>rd</sup> and subsequent offense	\$75	\$50

84  
85  
86 **Section 6. Running at-large Prohibited.**

87 It shall be unlawful for any owner of a dog to permit it to run or be at-large within Town. Every owner,  
88 custodian, or agent of an owner shall confine the dog to his or her premises when the dog is not on a leash or  
89 under the immediate control of a competent and responsible attendant.

91 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
92 following table:

<u>Offense Number</u>	<u>Penalty</u>	<u>Waiver Fee</u>
1 <sup>st</sup> offense	\$25	\$10
2 <sup>nd</sup> offense	\$50	\$25
3 <sup>rd</sup> offense	\$200	\$100

94 Working farm dogs may be exempt from this provision if running at-large to herd or protect domestic animals  
95 or crops.

97 Section 7. Impoundment.

99 1. *Authorization and Records.*

100 It shall be the duty of every police officer, constable, or dog officer to apprehend any dog found at-large  
101 and to impound such dog. Upon impounding any dog, a record shall be made by the impounding officer  
102 of the breed, color, and sex of such dog, where it was caught, and whether it was licensed. If licensed,  
103 the officer shall enter the name and address of the owner and the number of the license tag in to the  
104 record. The record of the impounding officer shall be filed with the Town Clerk.

106 2. *Property Owner May Impound.*

107 Any person finding any dog upon their property to any injury or annoyance may hold the dog in their  
108 possession and shall, as soon as possible, notify a constable, police officer, or dog officer of this  
109 custody, giving a description of the dog and the name of the owner, if known. The dog officer, police  
110 officer, or constable, as soon as possible after receiving the notice, will appear at the premises and take  
111 possession of the dog and impound it.

113 3. *Notice, Disposition of Impounded Dogs.*

114 Upon any dog being impounded, it shall be the duty of the dog officer to notify the owner of the dog, if  
115 known, and if not known, to post at the Town Clerk's office a notice containing a description of the dog  
116 and when and where it was caught. If no owner of any such dog shall claim the dog within seven (7) full  
117 days after such notice, the pound keeper or any person duly authorized by the Selectboard to do so, may  
118 put the dog up for adoption (either directly or through an agency or other service) or transfer it to a no-  
119 kill shelter.

121 4. *Redemption of Impounded Dogs; Fees.*

122 The owner of any dog so impounded may reclaim such dog upon payment of all costs and charges  
123 incurred by the Town for impounding and maintaining the dog, as well as payment to Town Clerk of the  
124 license fee if the dog is unlicensed. This includes any shots or vaccinations administered to ensure the  
125 dog may be licensed with the Town, if it is unlicensed at the time of impoundment. The dog shall be  
126 released only at such time as applicable fees have been paid and following notice from the dog warden  
127 or other designated enforcement officer.

The following fees shall be paid to the Town Clerk or pound keeper for impounding any dog in any consecutive six-month period:

- a. First offense - \$25
- b. Second offense - \$50
- c. Third or subsequent offense - \$100 per occurrence
- d. The Selectboard may amend this fee schedule as necessary or desired.

In addition, the greater of an additional charge of five dollars (\$5.00) for board for each day or fraction thereof during which the dog is impounded, or the actual cost of boarding the dog, shall be paid to the pound keeper.

**Section 8. Potentially Vicious and Vicious Dogs.**

If any dog bites or attacks any person without provocation while the dog is off the premises of the owner, or if any dog has been alleged to have been attacking other dogs, domestic pets, domestic animals, or deer, a written complaint may be filed with the Town. The complaint shall include, but not be limited to, the time, date, and location of the alleged incident; the name and address of the victim or victims; and any other facts that may assist the Selectboard in conducting its investigation.

The owner of a dog that is subject to a complaint shall confine the dog to their premises, keeping the dog inside at all times expect when necessary to let the dog outside. While outside, the dog shall be on a leash or other restraint, or within a fenced-in area, at all times.

Within seven (7) days of the receipt of the complaint, the Selectboard shall hold a hearing. The owner of a dog, if their name, address, and other contact information can be ascertained, shall be provided written notice of the time, date, and location of the hearing, along with a copy of the complaint. Delivery of the written notice to the owner may occur by mail or by electronic or digital delivery.

If a dog is found to have bitten or attacked without provocation, the Selectboard shall make such order for the protection of persons, dogs, domestic pets, domestic animals, or deer as the facts and circumstances of each case may require. The order may include, without limitation, requirements for dogs to be leashed, muzzled, confined, restrained, or disposed of in a humane way.

It shall be unlawful for the owner to sell or give away a dog, or to permit it to be taken beyond the limits of Town when notified by an enforcement officer or other Town official that the dog has been involved in a potentially vicious incident with any person, dogs, domestic pets, or domestic animals. In certain circumstances, and only following a formal grant of permission from the Selectboard, the owner may be authorized to take the dog beyond the limits of Town.

The owner of a dog(s) found in violation of this section may be charged a penalty by the Selectboard in accordance with the following table:

<b><u>Offense Number</u></b>	<b><u>Penalty</u></b>	<b><u>Waiver Fee</u></b>
1 <sup>st</sup> offense	\$100	\$50
2 <sup>nd</sup> offense	\$250	\$125
3 <sup>rd</sup> and subsequent offense	\$500	\$250

**Section 9. Cruelty.**

173 Any person who shall torture, torment, or cruelly neglect to provide with necessary sustenance or shelter, or  
174 who shall cruelly beat, needlessly mutilate, or kill or cause or procure to be tortured, tormented, beaten,  
175 needlessly mutilated, killed, or deprived of necessary sustenance or shelter any dog or other animal, may be  
176 guilty of a misdemeanor, and charged as such.

177  
178 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
179 following table:

<u>Offense Number</u>	<u>Penalty</u>	<u>Waiver Fee</u>
1 <sup>st</sup> offense	\$50	\$25
2 <sup>nd</sup> offense	\$100	\$50
3 <sup>rd</sup> and subsequent offense	\$300	\$150

181 Section 10. Poisoning Dogs.

182 Any person who shall poison any dog or distribute poison in any manner whatsoever with the intent or for the  
183 purpose of poisoning any dog may be guilty of a misdemeanor, and charged as such.

184  
185  
186 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
187 following table:

<u>Offense Number</u>	<u>Penalty</u>	<u>Waiver Fee</u>
1 <sup>st</sup> offense	\$50	\$25
2 <sup>nd</sup> offense	\$100	\$50
3 <sup>rd</sup> and subsequent offense	\$300	\$150

189 Section 11. Barking Prohibited.

190 It shall be unlawful for any owner of a dog to permit it to disturb the quiet of any person by unreasonable  
191 barking or howling.

192  
193  
194 The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the  
195 following table:

<u>Offense Number</u>	<u>Penalty</u>	<u>Waiver Fee</u>
1 <sup>st</sup> offense	\$25	\$10
2 <sup>nd</sup> offense	\$50	\$25
3 <sup>rd</sup> and subsequent offense	\$200	\$100

196  
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198 Working farm dogs shall be exempt from this provision only if barking in order to herd or protect domestic  
199 animals or crops.

200 Section 12. Hearing on Violations.

201 For any violation of this ordinance, the Selectboard may hold a hearing and upon a finding of any violation may  
202 order the dog restrained, muzzled, placed in an adoptive home, transferred to a humane society or rescue  
203 organization, or other action deemed appropriate and proportional.  
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Section 13. Nuisances.

- (a) The owner of a dog shall not allow, permit, or suffer such dog to create a nuisance, such as those listed:
  - i. *Failure to remove dog waste* – a dog that defecates in any public area or on the private premises of another person and whose owner does not remove the waste and dispose of it in a sanitary manner.
  - ii. *Unconfined dog in heat* – a female dog in heat not confined to a building or other secured enclosure, except while under the direct control of the owner.
- (b) The owner of a dog(s) found in violation of this section may be charged a penalty in accordance with the following table:

<u>Offense Number</u>	<u>Penalty</u>	<u>Waiver Fee</u>
1 <sup>st</sup> offense	\$25	\$10
2 <sup>nd</sup> offense	\$50	\$25
3 <sup>rd</sup> and subsequent offense	\$200	\$100

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Section 14. Penalties and Costs.

- (a) An enforcement officer is authorized to recover civil penalties for violations of this ordinance in the amounts listed in each section.
- (b) An enforcement officer is authorized to recover a waiver fee, in the stated amount, in lieu of a civil penalty for any person declining to contest a municipal complaint.
- (c) Owners for whom it is the 1<sup>st</sup> or 2<sup>nd</sup> offense of any section of this ordinance may choose to take a course on responsible dog ownership. Upon proof of successful completion of the course or program, the waiver penalty may be returned, less any administrative fees paid to the State. The course of program shall be pre-approved by the enforcement officer issuing the penalty for violation of this ordinance.
- (d) For the purposes of determining the sequence of offenses, the second, third, and subsequent offenses shall be those that occur within the 12-month period beginning on the date of the first offense. Any offense occurring after the 12-month period shall be considered a first offense. Offenses shall be counted per dog.
- (e) Any owner whose dog has been impounded for its initial third offense shall provide the Selectboard with proof of satisfactory completion of a responsible dog owner training course pre-approved by the Selectboard within six months of the original date of impoundment. Failure to provide such certification may result in forfeiture of the dog.
- (f) A municipal ticket issued for a violation of this ordinance shall only be dismissed by an enforcement officer who issued the ticket.

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Section 15. Applicability of Ordinance.

A violation of any section of this ordinance may be the cause for impoundment by an enforcement officer, and the owner subject to a fine as established in the applicable section.

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Section 16. Signatures.

1 **APPENDIX A**

2

3 Appendix A is written to clarify procedures related to the release of impounded dogs as  
4 established in Section 7, subsection 4 of the Waitsfield Dog ordinance as amended May 18,  
5 2020.

6

7 The facility at which a dog is impounded may, at its discretion, release a dog from impoundment  
8 under the following circumstances:

9

- 10 1) If the dog warden or other designated enforcement officer is not available, and the Town  
11 Offices are not open, the impounded dog may be released to its owner upon payment of  
12 impoundment fees and with the recommendation that the dog owner contact the Town  
13 Offices and license the dog as soon as possible (if licensure is an issue).
- 14 2) In a situation where employee safety and well-being at the facility are the overriding  
15 concerns.

16

17 The dog warden or other enforcement officer will be notified of release as soon as practicable.

## **APPOINTED CONSTABLE**

### **TOWN OF WAITSFIELD**

**FLSA Status:** Exempt

**Reports To:** Selectboard

**Work Hours:** as needed, anticipated 5 hours / week (part time)

#### **OBJECTIVE/PURPOSE**

The Town Constable is appointed by the Selectboard and authorized to perform certain law enforcement duties and to engage in community outreach and trust-building duties to support the effective functioning of the Town and safety and well-being of its citizens. Certain duties, as specified below and by nature of the duty itself, may require completion beyond the Town's boundaries; however, the Constable's jurisdiction itself is limited to the boundaries of the Town of Waitsfield.

#### **DUTIES AND RESPONSIBILITIES**

The Town Constable shall exercise the following statutory duties and responsibilities when called upon:

- service of civil or criminal process, under 12 V.S.A. § 691; including complaints, summonses, subpoenas, writs, and restraining orders within the Town's jurisdiction. In service of process, constables have the same powers and are subject to the same liabilities and penalties as sheriffs. 12 V.S.A. § 693. No constable is allowed to serve writs in cases in which he or she has a personal and/or financial interest in the debt involved. 12 V.S.A. § 694.
- destruction of animals, in accordance with the provisions of 20 V.S.A. chapter 193;
- the killing of injured deer, under 10 V.S.A. § 4749;
- provision of assistance to the health officer in the discharge of the health officer's duties, under 18 V.S.A. § 617;
- service as a Criminal Division of the Superior Court officer, under section 296 of this title;
- removal of disorderly people from town meeting, under 17 V.S.A. § 2659; and
- collection of taxes, when no tax collector is elected, as provided under section 1529 of this title.
- collection of delinquent taxes, when ordered to do so by the Town's Tax Collector, by seizing and selling the delinquent taxpayer's property by legal process. 32 V.S.A. § 5139.
- assist the health officer in the discharge of their duties. 18 V.S.A. § 617.

In addition to the above duties and responsibilities:

- Respond to calls in a timely manner to address citizen inquiries and complaints and ensure effective, timely, and courteous response to concerns expressed by the public.
- Respond to emergencies to provide assistance and help maintain public order.
- Enforce the Town's ordinances and Vermont laws and issue citations for violations thereof.
- Maintain effective communications with the Selectboard, other municipal officials, Town employees and the public, ensuring that all interactions are professional, courteous, and helpful.
- Interact with other law enforcement agencies in a professional and collegial manner that fosters cooperation.
- Record the facts related to incidents and activities in a timely manner to produce accurate documentation and reports.
- Regularly update the Selectboard on important matters. Provide written report to Selectboard on a quarterly basis. Report to the Selectboard must include dates of activities and occurrences, a brief description of each issue and how it was resolved, and the amount of time spent.
- When requested, conduct traffic safety enforcement activities as directed by the hiring authority, collecting and reporting all legally required car stop data.
- Undergoes annual in-service training and maintain valid law enforcement certification as required by the Vermont Criminal Justice Council.
- Follow safety precautions, procedures, and best practices at all times, including wearing proper personal protective equipment (PPE).
- Report any complaints alleging category A, B or C unprofessional conduct against him or her to the selectboard within 10 days as required by 20 V.S.A. § 2403.
- Maintain and adhere to all policing policies.
- Work with the Selectboard to create outreach programs in the schools and the community to educate the public about issues including, but not limited to, drug and alcohol awareness, bicycle or motor vehicle safety, neighborhood safety improvements, etc.
- Performs other duties as assigned.

## **KNOWLEDGE, SKILLS AND ABILITIES**

- Must maintain up-to-date knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.
- Must maintain Vermont Law Enforcement certification by meeting annual training requirements and upholding professional conduct standards.
- Must aptly apply training by Vermont Criminal Justice Council.
- Must maintain strong safety awareness, problem solving and critical thinking skills.
- Must demonstrate strong judgment, decision making, customer service, and communication skills.
- Must have a strong ability to maintain composure under pressure and interact tactfully with diverse types of people, including those with mental or physical disabilities, diverse gender identities, and Black, Indigenous, and People of Color (BIPOC).
- Must be willing to learn and apply de-escalation techniques, as needed.

- Must be willing to calmly and professionally receive and apply constructive feedback.
- Ability to respond to citizen complaints and other situations in a calm and sensitive manner without bias.
- Must be able to remain composed in high pressure situations.
- Must possess sufficient physical capability to stay alert, focused, and functional during extended tours of duty, rotating shifts, and repeated rapid changes from sedentary activity to strenuous physical activity.
- Must put on and wear issued uniform and all associated equipment, including PPE , duty belt and firearm.
- Must engage in all required safety and other appropriate training.
- Must submit to and pass all pre-employment testing, to include a comprehensive background investigation, psychological assessment, polygraph examination, and drug testing, that complies with federal legal standards.

## **EDUCATION AND TRAINING**

- High school diploma or equivalent required;
- Valid driver's license and clean driving record are required;
- Certification as at least a Level II Vermont Law Enforcement Officer;
- Satisfactory completion of minimum standards and training requirements established by the Vermont Criminal Justice Training Council.

## **TOOLS/TECHNOLOGY**

- Must safely use authorized weapons only as authorized and only as needed pursuant to law and policy;
- Preferred demonstrated computer literacy that includes: email, data entry, basic spreadsheet work, computerized timekeeping, online training, internet searches, etc.
- The constable shall provide their own personal vehicle which shall be insured and maintained in good working order. Auto insurance policy shall list the Town of Waitsfield as an additional insured on the policy. The Town will reimburse milage used on the job.

## **PHYSICAL AND MENTAL DEMANDS**

- Must demonstrate excellent judgment, decision making, customer service, and clear written and verbal communication skills.
- Must be able to evaluate and effectively solve problems.
- Must be able to handle stressful situations in a calm and professional manner and be able to defuse conflict.
- Must demonstrate dexterity, quick reflexes, and visual acuity to safely drive assigned municipal vehicle for periods of time that may include darkness and challenging weather conditions.
- Must obtain and maintain certification for the use of firearm(s) and any other authorized weapons.

- Must participate in annual Non Lethal Use of Force training as required by the Vermont Criminal Justice Council. This may involve the physical demands of practicing take-downs, handcuffing, etc.
- Must have ability to withstand exposure to varying weather conditions while exerting physical effort when called to duty.
- Frequently and repeatedly lifts or moves up to 50 pounds and occasionally lift or move up to 75 pounds.
- Physical demands include: constant reaching, frequent walking, prolonged sitting, prolonged standing, and frequent grasping.
- Must have good hearing and speaking abilities to communicate with others in person, over the phone, radio, etc.
- Must have good vision (with or without corrective lenses), peripheral vision, spatial orientation, and depth perception.
- Must be able to read, comprehend and follow complex written and verbal directions and instructions.

## **WORK ENVIRONMENT/CONDITIONS**

- Travel within the Town (and outside Town boundaries when required) in a personal vehicle.
- Work occurs in various locations, as needed, throughout the Town and, more rarely, may occur outside of Town when legally discharging duties that require travel outside Town boundaries. Constable is prohibited from transporting DUIs in personal vehicle. [Law enforcement authority is limited to within the Town boundaries.]
- Willingness to be disturbed and quickly respond during off-hours, at night, and in early morning hours.
- Exposure to rain, snow, ice, heat, cold, and other extreme weather conditions as they occur during certain months of the year.
- Walking/movement may occur over uneven or slippery ground.

## **DISCLAIMERS**

- The above information is intended to describe the general nature of this position and is not to be considered a comprehensive statement of duties, activities, responsibilities, and requirements. Additional duties, activities, responsibilities, and requirements may be assigned, with or without notice, at any time.
- This job description is not an employment contract nor is it a promise of work for any specific length of time.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Town of Waitsfield is an Equal Employment Opportunity employer.

## **SIGNATURES**

**Employee Acknowledgement**

I have received and understand the requirements and essential functions and duties of this position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Selectboard Approval**

\_\_\_\_\_  
Selectboard Chair Signature

\_\_\_\_\_  
Date

DRAFT

# General Wait House Committee

*Final Report to the TOWN OF WAITSFIELD SELECTBOARD*



Submitted 16 December, 2021

*(Presentation at Selectboard meeting: 3 January, 2022)*

Robert Burley

Lois De Heer

AnnMarie Harmon | *vice chair*

Beth Kendrick

Larissa D. K. Ursprung | *chair*

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# I. EXECUTIVE SUMMARY

## *OVERVIEW*

We the members of the General Wait House Committee (GWHC) submit the following report for the Town of Waitsfield Selectboard's consideration.

Over the past 6 months GWHC members extensively researched and engaged in discourse together as a committee, and with community members and government organizations that share a vested interest in the future of this historic property. Among other insights, our investigation illustrated just how common a dilemma the Town of Waitsfield faces with the General Wait House Property: many nearby towns have struggled to save and use the historic structures that are integral components of the fabric of their communities.

The pricelessness of history does not negate the very real costs associated with restoring and/or renovating and maintaining these historic structures, however. The benefit of such a problem's high incidence is the similar frequency with which creative solutions have been successfully implemented. To that end, we reference a number of case studies ([Appendix C](#)) in this report to help illustrate real-world examples of how specific components of each Course of Action have been successfully executed, and give ideas for how such implementations have been funded with **minimal to no taxpayer impact**.

The GWHC was tasked by the Select Board (SB) to consider three options for the GWH property as designated in the committee's '[Scope of Work](#)' ['SoW'] ([Appendix A](#)): 'Restoration' (Option 1); 'Restoration and Expansion (of Uses)' (Option 2); and 'Alternative Ownership, Management, and Uses' (Option 3) for the GWH property.

Prior to proposing possible Courses of Action (CoA's) for each option, the GWHC considered and studied their pros and cons based on the following criteria:

1. Does this option achieve public policy goals and follow the Town Plan?
2. Is this option financially viable and reasonable?
3. Is the option self-sustainable; can it provide for the future without relying on increasing taxes?
4. Does the option maintain historic connectivity and recognize the building's historical importance?

With these criteria in mind, we provided a number of CoA's (organized in parallel with

the SoW document), followed by analysis for each CoA by pros vs cons.

### ***STRUCTURAL ORIENTATION***

The General Wait House Property includes multiple structures, each with their own identified needs as outlined in the [Report on Assessment of Conditions of General Wait House by Brad Cook of Building Performances, LLC, dated December 31, 2020](#) [the “Cook Report”] ([Appendix A](#)). For ease of reference, we used the same letter designations for each structure as illustrated below:



**Fig. 1 (from Cook Report)**

Consideration of the GWH Property’s structures falls into 3 general categories (see [Appendix E](#) for floor plans):

- *Previously Renovated: Structures A & B*
  - A→ original residence of General Wait; B→shed structure renovated for public restrooms, visitor center, staircase, lift, and office space (2nd floor).
  - ‘Protected Property’ designation from Vermont Housing and Conservation Board (VHCB), main subject of [Conservation Easement](#) (see Appendix A).
  - Main subject of earlier feasibility studies, renovation efforts following time of Town purchase in 1995 (see [Appendix E](#))
- *Major Subjects of Debate: Structures D & F*

- D→ ‘Dairy/horse Barn’; F→ ‘Carriage barn’
- Focus of much of the debate surrounding possible future uses for the GWH Property
- Subject to a [‘Memorandum of Understanding’](#) between the Waitsfield Historical Society and Town (see [Appendix A](#)).
- *Miscellaneous Storage: Structures C & E*
  - C→ Open connecting walkway to site of historic outhouse; E→ Waitsfield Elementary Ski & Skate Sale storage shed

### ***THE TOWN OF WAITSFIELD & THE GENERAL WAIT HOUSE***

The General Wait House (c. 1793) was the first frame house built in Waitsfield; it holds a rich and ever-evolving history, rooted in the working farm traditions that ground and sustain our community. This historic building reflects the spirit with which the Town of Waitsfield was established, and the fertile ground on which our way of living thrives. This founder’s building has adapted to numerous—yet equally valid—purposes over the decades. Originally sited in a verdant, spring-fed meadow, it began as the home of Revolutionary War general Benjamin Wait—a civic leader who also served as a selectman and state representative. The builders literally moved its foundation to its more sustainable, current location with the growth of a second story to accommodate growing generations of family, animals and evolving livelihoods. As time went on, addition and removal of various spaces occurred as needed.

Following years of planning and discussion the Town acquired the historic Wait House Property in 1995. A coalition of local agencies, community members, and organizations worked with the Town to acquire and renovate the building. This \$400,000 project included the purchase and renovation of the property into a visitor center, offices, public meeting space, and restroom facilities. The Mad River Valley Planning District secured more than half the money through grants, and The Waitsfield Historical Society raised \$50,000 through fundraising. The remaining \$120,000 was appropriated by the Waitsfield taxpayers through a bond vote (see [Appendix E](#) for more detailed information about the extended timeline surrounding the Town’s purchase). This renovation of the Wait House occurred to better serve this iconic building and the community where it stands. **This building was built for building a community.**

The Cook Report identified the scope of deferred maintenance and repairs needed to avoid further deterioration to the General Wait House Property buildings. The main house (A) and shed (B) require attention to identified repair needs and require a clear plan for ongoing maintenance, but is largely functioning well following the 1997

renovation. The attached barns (C, D, and F), on the other hand, require considerable restoration or renovation to avoid further decay as identified in the Cook assessment.

## *CONCLUSION*

Emphatic disagreement surrounding care and use of the General Wait House Property may always persist. Indeed, two initial members of the GWHC resigned fairly early in the process due, in part, to such disagreements. Today a significant difference of opinion exists between Committee members, as is likely self-evident in the following proposed Courses of Action. But there were a number of items we could **all** agree on:

- History is priceless and worth saving
- This is an extremely rare opportunity to preserve the home of the founder and namesake of our Town.
- The Town's purchase of the Wait House was a boon to the community, but a municipality like Waitsfield is not organized to act as landlord. With their myriad other commitments, the Town administration needs to be able to delegate both short and long-term property management and maintenance.

In summary, the majority of the (current) committee members see that repairing/restoring structures A & B (the House and Shed), and renovating the barns (D & F) for adaptive reuse achieves the goals of the Town Plan, has the greatest potential of being financially viable and reasonable, could potentially be self-sufficient and not rely on taxpayer funds, all while maintaining historic connectivity and recognizing the building's historical importance.

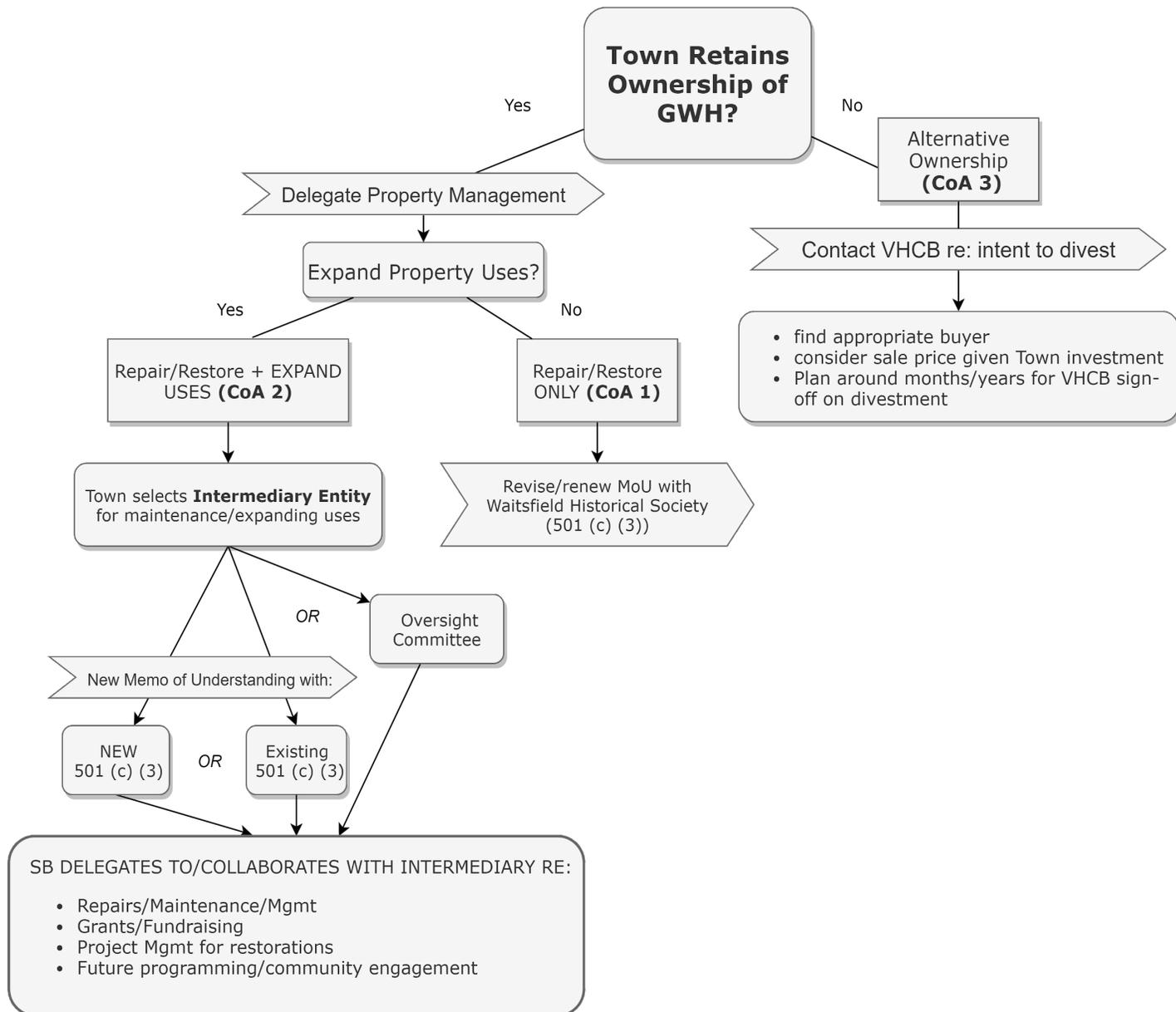
That said, a minority feels strongly that the loss of saving every aspect of the interior of the Dairy/horse Barn (Building D) (photos in [Appendix E](#)) would be an irreplaceable loss that no potential community service could justify. The fact that so little has been modified since it was used as a dairy barn is an extraordinary opportunity to have future generations see first hand and actually experience a family farm from the 1800s.

Unanimously, the committee does not support the Town selling the building, as it appears there would be minimal benefit to the Town considering the substantial funds the people of Waitsfield have already invested into this treasure ([Appendix E](#)). A Town-designated independent entity could see to the details of repairs and restoration projects, and oversee ongoing facility management of this community resource with so much unrealized potential.

# II. POSSIBLE COURSES of ACTION

## *VISUAL OVERVIEW: A Modified Decision Tree*

The diagram below summarizes ideas expanded on in ‘Possible Courses of Action.’ They are listed in decreasing order of consensus left to right (2→ majority preference; 1→ minority preference; 3→ unanimously least-favored CoA). Although there are many points of divergence, a number of the components of these courses are **not mutually exclusive** with creative implementation.



## 1 'RESTORATION'

### REPAIR/RESTORE + CONTINUATION OF CURRENT USE

The following is the opinion of Historical Society members Lois De Heer and Bob Burley as to how the Town-owned General Wait House property could continue to serve its purpose in the Historic Village of the Town of Waitsfield.

1. The original Historic Wait House, which is the first floor, has been restored to its original form of 1793. The second floor was added when the house was moved to its present location in the 1830's.
2. In 1997, when the non-profit organizations moved into the renovated Gen. Wait House, it was expected their rents would cover the monthly expenses. With costs increasing through the past 24 years, the rents did not. To get the rents caught up to today's needs would be a place to start.
3. A property management company or a knowledgeable overseer should be hired to notice, report and have repairs done according to National Park Service Historic Preservation Standards in some cases. The understanding of historic building preservation and repairs is important. They could also look into who would be the right person or company to handle larger repairs/updates and get estimates to present to the Selectboard for their decision on hiring. The management cost could come from the town Capital Reserve Fund. The repairs/updates cost could come from a Town Maintenance Reserve Fund.
4. Large repairs (new roof/painting/heating) should be covered also by a Maintenance Reserve Fund.
5. The Wait House is an early example of "continuous" architecture in Vermont: parlor-to-kitchen-to-food storage-to tool shop-to outhouse-to horses and livestock, then to wagons, carriages, and sleds, and finally to the wet/freezing Vermont weather! It made sense!
6. The Wait Dairy/Horse Barn is the largest expense for exterior and interior restoration. Both exterior and interior are very much intact, but totally neglected. In absence of animal care, it became and continues to be a free space for dumping waste materials and abandoned equipment (a mess) but the original (historic) stables, pens, and bins are still there. Neglecting this space breaks the concept of continuous and very useful architecture. "Historic Building or Barn Grant" is suggested.
7. The Carriage Barn, which has been upgraded by the Historical Society and used

for meetings and programs since 2010, could use a few minor improvements; otherwise it is sufficient to continue as a three season barn. The main need is repair on the main sliding door.

8. There are small repairs/updates needed to the Gen. Wait House itself which need immediate attention as per the “Cook Report” and the tenants’ requests. We understand there is an amount of a little over \$6,000 available in the Town’s Waitsfield House Capital Reserve funds to be used toward these.
9. The 1793 home of Waitsfield’s founder, Gen. Benjamin Wait, should remain as one parcel: Historic house and two barns to be available for future generations to view how life was in the nineteenth century. Not many towns in Vermont can boast they still have their founder’s home and still in use.
10. The Historical Society was granted by the town the right to improve the interior of the barns so that non-profit organizations could request the use of the Carriage Barn on a day basis and to make the Dairy/Horse Barn a “Family Farm Museum of Life in the 1800’s”. The latter is not possible to start until the structure itself is totally closed in, safe and stable. If the Carriage Barn was available for other than non-profit use, then it could be open to others on a daily basis with a charge to be approved by the Selectboard. The Historical Society could continue to be the contact for such use as was the original format and the rental charge was to go toward interior repairs on the Dairy/Horse Barn.
11. Impact of more regular rental use of barns: traffic-flow, parking, signage, maintenance, impact on existing tenants; something to consider if adding such a change to the historic barns.
12. This historic property is best kept as was meant from the time the townspeople voted to purchase it. A place for community use and for present and future generations to tour, thanks to the foresight of our generation. History related organizations obviously agreed which led them to donate toward the purchase and renovation. The property is also listed on the National Register of Historic Places as a contributing building within a Historic District.

\*\*Changing the use of any part of this property would destroy the historic value to the entire Gen. Wait property. The “Family Farm Museum of Life in the 1800’s” is a realistic goal.

To make the barns into something that is popular for today, will eventually fade out of “fashion”. Historical Preservation will live on - - - - as it already has on this property for 228 years.

\*\*\*We need to make smart decisions before it is too late.

### **ANALYSIS: “Restoration”**

**Pros:** The General Wait House Property comprises contributing structures within the Waitsfield Village Historic District. Addressing deferred maintenance and restoring them would be a significant achievement for the preservation of this entire district. Public surveys completed in 2009 and earlier confirmed that there is significant local support for preserving the town's historic resources according to the [Town Plan](#) (as updated in 2017). A restoration of the barns so that they can be available to the public (three seasons) would make them an extremely rare example of agriculture architecture from the 1800's and connect the community with its historic past in the form of a museum. This addresses the Town Plan's goal to 'identify, protect and preserve Waitsfield's cultural landscape and resources.'

**Cons:** For the option of restoring the GWH property (including the barns) to be financially viable, the Town of Waitsfield would have to seek significant funding, likely through a Historic Preservation Grant or a Historic Preservation Barn Grant through the State of Vermont Agency of Commerce and Community Development (ACCD). Typically these are 50/50 matching grants and of no more than \$15,000-\$20,000. In these cases grantees must provide funds for the full cost of an approved project, then are reimbursed by the state after the project's completion. These grant programs also prohibit applications for the same property more than one year in a row. The cost for all repairs throughout the property according to the Cook Report would be over \$90,000 (not including the costs to restore the barns) so additional fundraising would be necessary.

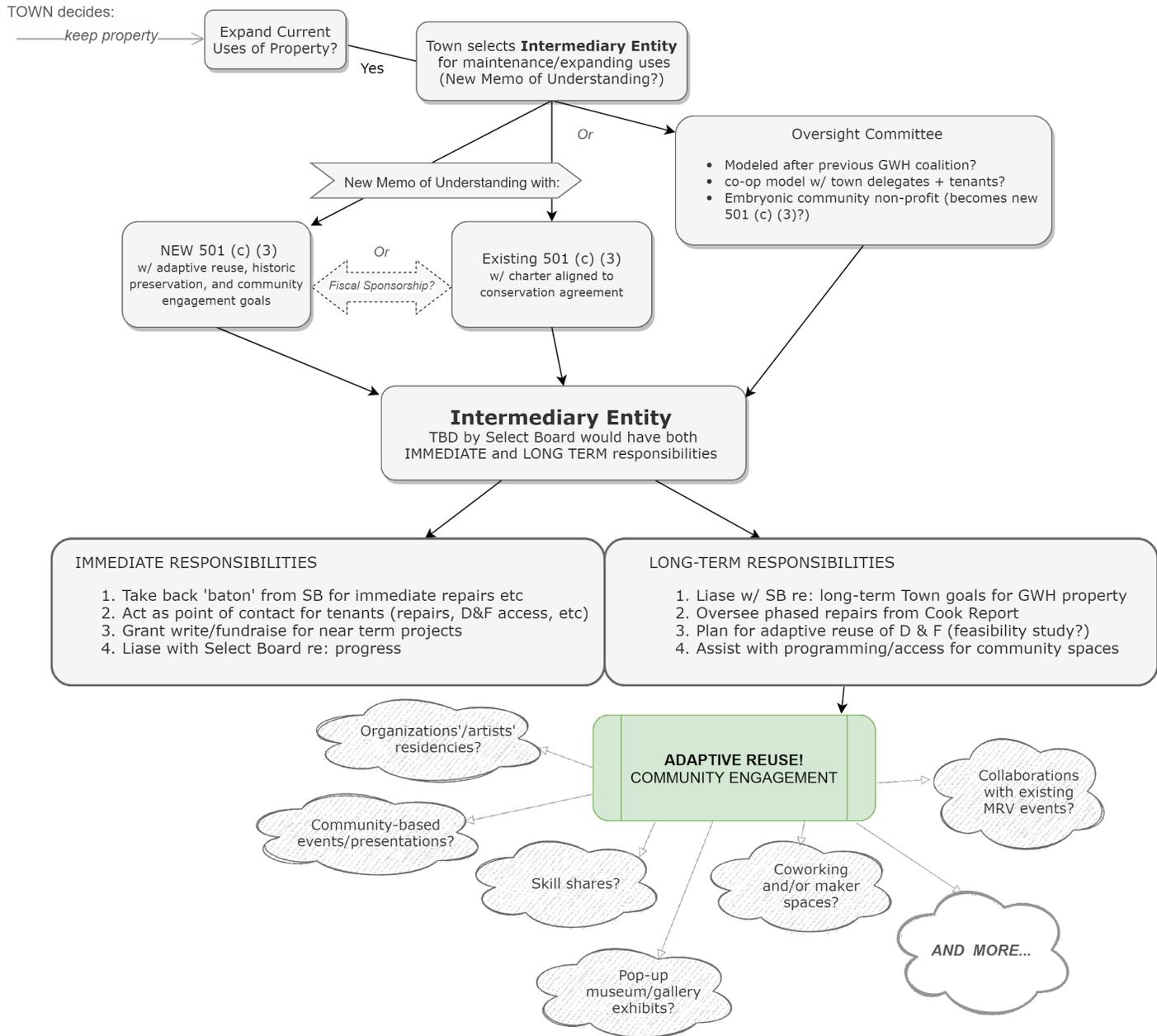
There may be more restoration grants and loans available to non-profit organizations than there are to municipalities. The USDA Natural Resources Conservation Service and the Department of Archaeology and Historic Preservation have several opportunities for financing historic preservation and adaptive reuse projects ranging from tax breaks to loans to small and large grants.

Tax credit programs tend to be trickier for municipalities since buildings the Town owns do not pay taxes. For a restoration project to be viable and reasonable, a non-profit could raise money through tax-deductible donations, manage the restoration project, and create then implement an ongoing maintenance program. Currently, there is no one available in the Town Offices who can take on such a time-consuming long-term project. Without the assistance of a non-profit, or raising the rents significantly, this project would likely rely on increasing taxes to cover the costs.

With the conversion of structure D to an agricultural museum, the GWH property would have to rely on the income from the tenants, building F ad-hoc rental fees, museum entrance fees (if charged), and donations to cover ongoing costs.

## 2 'RESTORATION AND EXPANSION (OF USES)'

### REPAIR/RESTORE + EXPANSION OF USE (via ADAPTIVE REUSE OF 'D' & 'F')



#### Delegating to an Intermediary Entity

Given the Town's existing projects and responsibilities, delegation of both short and long-term tasks related to the GWH Property serves a critical first step before any expansion of use would be possible. The above illustrated 'Intermediary Entities' show a few of many ways this might be accomplished.

### ***Infinite potential for adaptive reuse***

The General Wait House Property can expand its' relevance within the community by renovating the historic working barn spaces (D & F) for adaptive reuse. These spaces are currently under-utilized or non-functional. They can be given new life as flexible, rugged spaces that maintain the essence of this property's working history, but are adapted for modernity. Adaptation to contemporary needs with a vision to the future has long been a characteristic of the General Wait House and the property. Any renovation and reuse of these parts of the property should retain the sturdy timbers and secure the structure, honor it's history, while also making usable, active space for community sharing and learning within a fiscally sustainable model.

Adaptive reuse could include skill shares and active learning, such as carpentry, trades of all kinds, a variety of repair skills, gardening, open meeting/presentation space, and individual work spaces. Display of historic items could be integrated throughout the entire building(s) with the structure itself the centerpiece. Storage space would be limited (maybe there is the possibility for that in the upstairs hay space in 'D').

The proximity of the General Wait House Property to the Historic Village Center and other community resources (including the elementary school, walking paths, sidewalks, the fire station, the Medical Center, Flemer Field and on-site community minded tenants) provides rich opportunities to foster community engagement. Were the barn spaces renovated and made comfortably and easily available year-round they could further community needs as open meeting, making, learning and sharing spaces.

### ***Expanded use of the Carriage Barn: Structure 'F'***

The carriage barn (F) is currently a 3-season space with electric and good lighting that is presently opened for occasional meetings, but is primarily locked and vacant throughout the year, and not used on a regular basis or arguably to its full potential. It could continue to be available as-is as an unheated space for meetings and programming for 3 seasons/year. This space could also be renovated to become an all-season structure to expand its utility and access. Such a renovation may necessitate a feasibility study to assess methods and costs associated with winterizing D and/or F. According to historic preservation architect Jay White—who was involved in the Town's first GWH renovation along with Bob Burley—it would be possible to do so while maintaining the Secretary of the Interior's Standards for Rehabilitation ([Appendix D](#)).

Regardless of the Carriage Barn's (F's) winterization, it would benefit at the very least from an improved process for access. Although the Historical Society holds a [Memorandum of Understanding \(Appendix A\)](#) with the Town regarding structures D and

F, that memo does not grant them exclusive use of the spaces: other tenants are guaranteed use of ‘common spaces’ through the Town as part of all current rental agreements. There are, however, disagreements about what constitutes ‘common space,’ procedures for access to F, and authority over use of this space that merits further clarification by the Town. Paying tenant feedback ([Appendix B](#)) indicates that while F can currently be secured for day-use by tenants (and others), there lacks clarity or ease about that process, so much so that the challenges of access often outstrip the benefits.

### ***Expanded Use of the ‘Dairy/horse barn’: Structure ‘D’***

Attached to the Carriage Barn is the Dairy/horse barn (D), still in its original, raw, unaltered (but actively decaying) state (see [Appendix E for photos](#)). This space historically housed the animals on the property and presents both challenges and opportunities for future use.

In an adaptive reuse scenario, this space would need to be considered with the stalls as guiding features. There are strong arguments for both keeping and removing the stalls, depending upon one’s sentiment about adherence to historic features and/or for creating increased open or individual work space. If the renovated space retained the stalls, they could be used as personal workspaces, outfitted with workbenches, power, task lighting and charging ports. These individual spaces could be leased out at a daily or hourly rate, or by subscription, providing a revenue stream. Outfitted this way, they could also be used for workshops or educational programming, which also offer opportunities for revenue.

The backspace within the Dairy/horse barn could be adapted for reuse, maintaining the rugged spirit of its’ farm history as a flexible, open work area that could accommodate a number of uses such as skill-shares, rural and sustainable living skills (trades, crafting, artistry), a repair café, maker events, wellness, educational, non-profit, history, and ecology programming. Were heat and water installed in this space, the utility and possibilities would be greatly increased.

Jay White recently provided his recommendations to the GWH Committee on how the barns can be historically renovated for adaptive reuse into heated, year-round use (see [Appendix D](#)), which would vastly increase the utility of the barn spaces.

Learning/sharing/working activities would necessitate use of electronics for contemporary working approaches and presentations. At the first GWHC meeting he offered recommendations on updating the electronic systems to enhance digital connectivity using modern, non-intrusive installation methods.

*Community and Sustainability: These buildings were built for building a community*

As a public asset, an essential goal for the General Wait House Property is for it to function as a financially fit, self-sustaining entity. This would require increasing revenue within a comprehensive usage model with a structure in place for property management, funding and revenue, and program planning as vital components.

Post-renovation revenue (see [Appendix C](#) for examples):

- Space rentals with sliding fee scales for special events, meetings, individual work spaces
- Memberships for community working space
- Partnerships with local, state and corporate organizations
- Sponsors: highlight a sponsor of the month as an incentive
- Grants: renovation, programming
- Tax Credit sales with involvement of tax-exempt organizations
- Endowment fund

Within all of the paying tenant feedback is the expressed desire to better utilize the barn spaces for events, workshops, programming and meetings:

“I understand concerns about the historical fragility of the building, but it seems the **lack of use is more of a threat than overuse**. [...] Can we bring more visitors into the museum? Host a pop-up ice cream stand under the apple tree after school one day? Hold a community forum in the back barn? [...] There were a couple times when I considered use of the back barn for community events but felt insecure about potential roadblocks to using it. **If it is to be a community space, the community needs to feel welcome there- and that doesn't happen by itself.**”

“I also envision furniture (sic) (future) interconnectivity between the Gen Wait House and surrounding civic neighbors, WES, soccer field, cemetery, fire station and Flemer Field across the street. That could be programming, landscaping, etc.”

- [GWH Tenants \(see Appendix B for complete feedback\)](#)

One example for expanding use within the Dairy/horse barn (D) would be as workshop or maker space, by renovating the Dairy/horse barn to continue its' use as a flexible, rugged working area. The space could maintain much of its' historic character while also integrating digital capability which would allow for the technology use that nearly all contemporary users would require. The space would remain open and flexible for a wide range of uses. Information is available on myriad forms of this idea, where each (maker) space has adapted to the constructs of the spaces available and the needs of the communities in which they serve. Some examples focus on digital and high-tech

knowledge, others on woodshop skills, and others on a wide variety of skill-shares. Locally, in Waterbury, The Maker Sphere was recently supported and promoted by some local valley organizations and seems to be focused primarily on the arts. In General Wait's House, it could be an opportunity for sharing skills in practical living (making soap, woodcarving, leather work, repair, etc...), trades (home fix-it skills), agricultural knowledge (home gardening, pest control, cannabis/hemp growth/uses, herbalism).

### **ANALYSIS: "Restoration and Expansion of Uses"**

**Pros:** The Town Plan's policy 10.I-2 states that "adaptive reuse shall be allowed where appropriate, including the reuse of historic barns to preserve structures that no longer serve their original purpose." Town Plan Task 10.J-5 tasks the Town to develop a plan for renovating the Wait House Property for public and cultural purposes. Addressing deferred maintenance and updating the primary residence (Buildings A and B) and renovating the barns (structures D and F) for public and cultural purposes could help achieve what is set forth in the Town Plan. In the process of opening it up for community use, more people would have the opportunity to experience Waitsfield's history.

Renovating the barns for community use may be financially viable and self-sustainable if the fees associated with the use can cover not only the ongoing costs to maintain the building, but also the costs for staff required to run such a facility. To increase community involvement and reduce maintenance costs, some organizations receive much of their staff support through a co-op style 'work study' program, in which volunteers contribute time and are 'paid' (in part or in full) with vouchers for use of the space they help maintain. As noted in the BARN AGAIN! program of the [National Trust for Historic Preservation](#), the adaptive reuse of historic barns has proven to be a cost-effective alternative to tearing them down and putting up a new building.

As previously mentioned, there are arguments both for and against keeping the stalls in the Dairy/horse Barn (D). Some adaptive reuse scenarios could work with the stalls still in place (e.g. stalls used like study carrels in a co-working space). Renovating the historic barns to be large open spaces (as barns are most known for), while preserving their exteriors, could fulfill different needs for the community and be an exciting project that attracts existing non-profit involvement or inspires creation of a new community-based non-profit organization. Like Option 1, without the assistance of a non-profit, or raising existing tenant rents significantly, this project would likely rely on increasing taxes to cover the costs. What this option (Option 2) may have in its favor is the increased interest for a non-profit to take on such a project.

**Cons:** Renovating structure D in a way that requires removing the stalls (photos in [Appendix E](#)) could be seen as a loss of historic value to the General Wait House Property.

Like Option 1: 'Restoration,' Option 2: 'Restoration and Expansion of Uses' can only be financially viable and reasonable if an intermediary entity (like a non-profit organization) were to take over the fundraising, project development and implementation, and the continual maintenance.

### 3 *'ALTERNATIVE OWNERSHIP, MANAGEMENT, AND USE'*

Town divestment of this property is only possible with written permission from the Vermont Housing and Conservation Board (VHCB), as part of a [Conservation Agreement](#) (see [Appendix A](#)) resulting from VHCB Grant Agreement #95-046:

“Consistent with the goals set forth in 10 V.S.A Sec. 6301, the **primary purpose** of this Agreement is to **preserve the Protected Property as an outstanding historic resource**. (b) Secondary purpose is to **create a public gathering space for educational, charitable, cultural, or historical preservation purposes**. [...]The Town shall not give, grant, sell, convey, transfer, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of VHCB.”

- *Excerpt from Town's Conservation Agreement with VHCB*

Although the 'Protected Property' comprises only structures 'A' and 'B,' sale of the GWH Property requires written permission from the VHCB:

“Conservation easements exist in perpetuity; while the land may be bought and sold between many owners, the easement stays on the land, protecting the values for which the property was conserved. Landowners and land trusts are thereby legally bound in a relationship, working together to **ensure that the land is managed in a way that honors the original intent of the easement**.”

- *VHCB.org on [Conservation Stewardship](#)*

If the Town wishes to sell the GWH Property, the immediate next steps include:

- Contact Stewardship Director Mark Martin at VHCB re: intent to divest
- Complete immediate repairs to fulfill tenant needs/health & safety concerns
- Retain a property manager for the duration of time necessary to sell the property (or find some other method for delegation of property management)
- Decide if Town requires a return on its initial investment of \$155,500.00 (see [Appendix E](#))
- Consult with/engage real estate attorney to facilitate Town's disengagement with the Vermont Housing and Conservation Board (VHCB) Conservation Agreement
- Decide on/undertake repairs prudent for effective staging (likely includes exterior

painting).

- *Scraping, priming, painting, and rot repair for siding ONLY estimated in Cook Report: \$30,000.00 (not including shutters, windows, etc).*

Grant funds are available for a number of projects (including painting) but the Town's eligibility is unclear if the purpose of funds is to prepare a historic property for sale. A purchaser would have to be found who will be dedicated to continue preserving the General Wait House Property for the benefit of generations of future Waitsfield residents. They would have to contractually commit to maintaining the building for public use by taking on the VHCB easement; this would include maintaining the museum portion and the rental spaces in structures 'A' and 'B'.

### **Sale for Conversion to Housing**

The potential to convert parts or all of this property to housing could be addressed in a pre-purchase feasibility study expanding on an existing feasibility study conducted by The Burley Partnership at the time of the Town's purchase. Among other options, it assessed the potential for conversion of 'A' and 'B' into Senior housing (see [Appendix E](#)) as part of a 'Shared Housing plan' that ultimately fell through. Constructing housing within any of these structures would severely alter the historic integrity of the building, and likely be in violation of the VHCB Conservation Agreement. Regarding structures D & F: barns are seen as open spaces, and when they are chopped up for housing there can be irreversible damage to the historic integrity of the building. A potential buyer would not be able to take advantage of grant money to preserve historic barns if their intention was to convert the barns into housing according to the ["Preservation Brief 20: The Preservation of Historic Barns,"](#) U.S. Department of the Interior, National Park Service, Preservation Assistance Division.

### **ANALYSIS: "Alternative Ownership"**

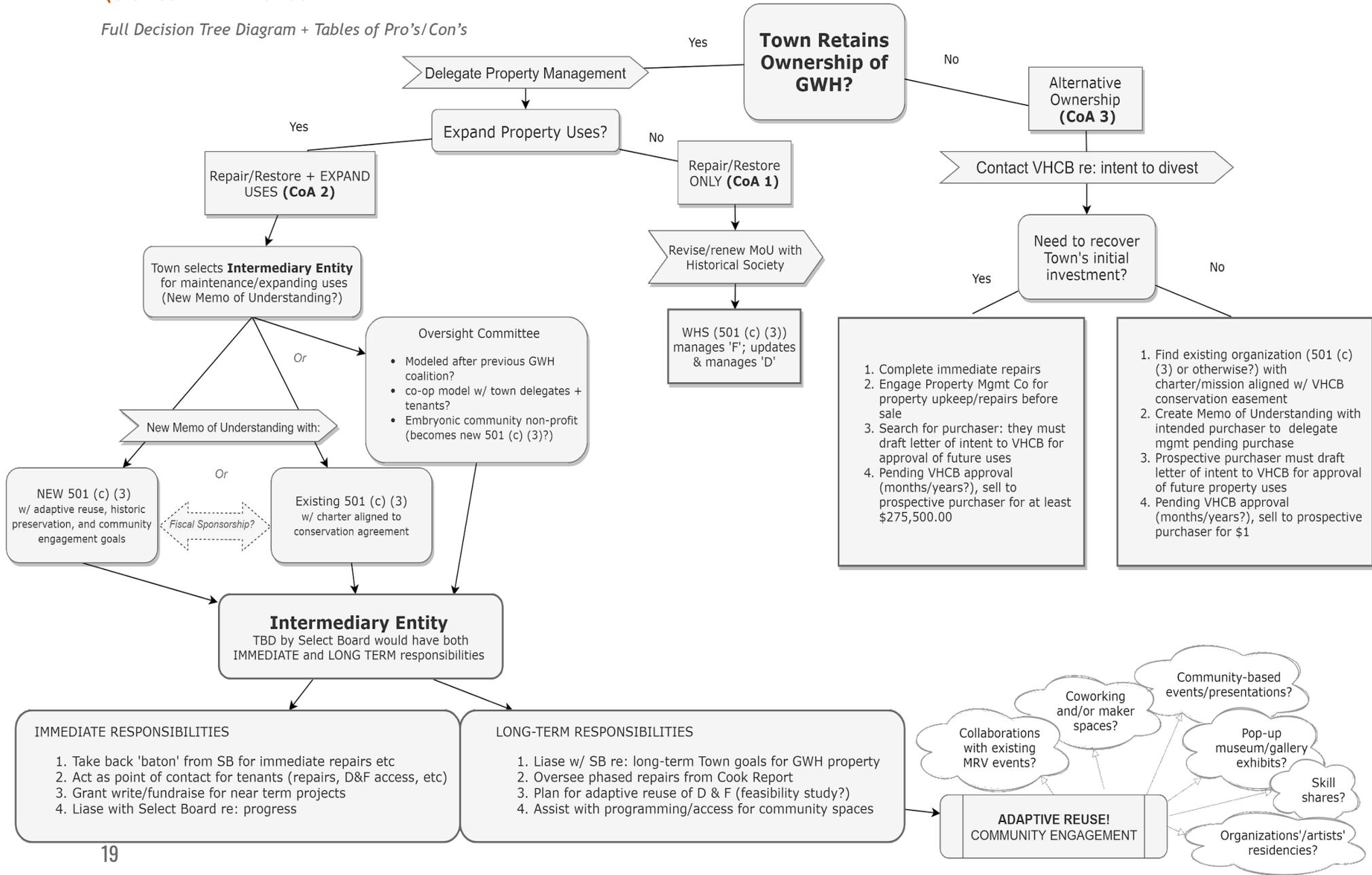
**Pros:** If the Town were able to successfully sell the GWH property, the Vermont Housing and Conservation Board's easement on the building would follow the new ownership. Therefore, any new owner will be required to maintain the GWH property for its historic contribution to the Waitsfield Village Historic District. This easement would assure the Town of Waitsfield that the buildings would have to continue having a connection to the community. If the Town sold this property it would no longer have the financial responsibility to maintain and operate the buildings.

**Cons:** The likelihood of selling a property that is not income producing and has considerable deferred maintenance issues as well as on-going expenses is slim. Restoring or renovating the buildings first would increase the chances of a potential developer/owner wanting to purchase it for community use. Resale value of properties

tends to be decreased with the presence of easements. The Town would also need to consider the implications of sale value for the property, and feasibility for a return on their 1990s investments in the GWH property totalling \$155,500 of Town funds (current value ~\$275,500 controlling for average inflation of 2.3% between 1995 and 2021).

**QUICK CoA REFERENCE GUIDE:**

Full Decision Tree Diagram + Tables of Pro's/Con's



OWNERSHIP	<i>PROs</i>	<i>CONs</i>
RETAIN	<ul style="list-style-type: none"> <li>● Property saved as local landmark and valuable asset to the State of Vermont</li> <li>● Ensures property continues to be a community resource</li> <li>● Current civic engagement largely hinges on Town's ownership/honoring past decision to purchase</li> </ul>	<ul style="list-style-type: none"> <li>● Ownership responsibilities outstrip Town's bandwidth/resources</li> <li>● Community fears of current/future expenses associated with a historic property</li> </ul>
DIVEST	<ul style="list-style-type: none"> <li>● Town no longer responsible for property when already overcommitted</li> </ul>	<ul style="list-style-type: none"> <li>● Process for divestment time intensive &amp; cumbersome (VHCB conservation easement)</li> <li>● May require significant investment of Town funds to make repairs before viable for sale</li> <li>● Perception of divestment as Town shirking previous promises/responsibilities?</li> <li>● Difficult for Town to recover investment in property</li> </ul>

<b>USES</b>	<i>PROs</i>	<i>CONs</i>
CONTINUE CURRENT USE	<ul style="list-style-type: none"> <li>● Historic preservation prioritized above all</li> <li>● WHS has option to expand museum space into the Dairy/horse barn (bldg F), as is their vision</li> <li>● Comfort of status quo</li> </ul>	<ul style="list-style-type: none"> <li>● Financial viability difficult without pricing out current tenants</li> <li>● Mothballing space F for a possible museum use case necessitates sacrifice of any other possible uses for spaces</li> <li>● Building F continues to be mothballed until Town determines usage and allocates funds for repairs</li> <li>● Current process for access of communal spaces ambiguous/ ineffective</li> </ul>
EXPANSION OF USES	<ul style="list-style-type: none"> <li>● Flexibility of use cases for current and future members of community</li> <li>● Tenant/community interest in expanded uses→ timely opportunity for engagement/forward momentum towards this CoA coming to fruition</li> <li>● Increased opportunities for community engagement on multiple levels</li> <li>● Increased revenue via adaptive reuse → fund trust/endowment ensuring future financial viability of property?</li> </ul>	<ul style="list-style-type: none"> <li>● Significant investment of time and resources required to achieve</li> <li>● Further adaptation of ‘continuous architecture’ paradigm</li> <li>● Must consider expansions of parking/septic/water to expand with uses</li> </ul>

*VISUALIZING GENERAL WAIT HOUSE PROPERTY TENANT FEEDBACK :*

*Current thoughts and future dreams...*



# III. APPENDICES

- A. List of links to publicly available documents cited throughout report
- B. General Wait House Property Tenant Feedback
- C. Case studies for reference/comparison
- D. Recommendations/perspectives from Jay White (historic preservation architect)
- E. Background information re: General Wait House Property (past & present)
- F. Town of Waitsfield General Ledger: Budget Status Report (FY '21)

**TOWN OF WAITSFIELD, VERMONT**  
**Selectboard Meeting Minutes**  
**Monday, October 24, 2022**  
**Draft**

**I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Sullivan. The meeting was held in person at the Waitsfield Town Offices and remotely via Zoom.  
 Members Present: Chach Curtis, Fred Messer, Brian Shupe, Christine Sullivan (Chair)  
 Staff Present: Annie Decker-Dell’Isola, Town Administrator; Sandy Gallup, Treasurer  
 Others Present: Laura Arnesen (Mad River Rec), Barb Clayton, Eric Friedman (MRV Chamber of Commerce), Anthony Italiano (MRVTV), Cheryl Kingsbury, Alice Peal (Planning Commission), Ross Saxton (Mad River Path), Tom Spencer (Steward MRV)

**II. Regular Business.**

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

No adjustments were made to the agenda.

**2. Public Forum.**

Nobody present requested to speak during public forum.

**3. FY23 Quarter 1 Budget Update and FY22 Audit Summary.**

Sandy Gallup presented the Town’s Audit Report, clarifying some of the financial information and noting that once again the Audit had received an ‘unqualified opinion,’ indicating that no problems were found in the audit materials. Ms. Gallup explained some of the overages and savings realized and answered questions from Board members, who thanked her for her exemplary work.

She then provided a budget update, going over some yearly comparisons, reserve information, and grant money impacts; and noting that there was nothing unexpected to report.

**4. Steward MRV Update.**

Eric Friedman and Tom Spencer provided a report on the success of this year’s Steward MRV efforts, noting that the program has grown from 6 to 20 volunteers and expanded the number of sites covered. They anticipate seeing increased activity again next year, and Mr. Friedman noted that some additional funding will be sought from each town, with the hope that Moretown will also begin participating.

**5. Mad River Path Flemer Field Kiosk update.**

Ross Saxton presented the most recent version of the signage planned for a kiosk at the Flemer Field. He explained that the intent of the sign is to raise awareness of the field’s accessibility, and indicated that grant funding had been received from several sources to cover most of the cost of the sign’s manufacture. It was confirmed that the zoning fee has been waived for this kiosk.

It was agreed to alter the sign’s text to read ‘fruit’ rather than ‘apple’ trees.

48 The placement location was discussed, and it was agreed that the most appropriate place for the  
49 kiosk is at the end of the sidewalk on Old County Road. Ms. Decker-Dell'Isola will ensure that a  
50 new e911 address is created if necessary.

51

52 **MOTION:** *Mr. Shupe made a motion to approve the sign design with the change discussed and*  
53 *in the location decided upon after final approval by the Town Administrator. The motion was*  
54 *seconded by Mr. Messer. All voted in favor.*

55

#### 56 **6. MRV Recreation Hub Multi-Use Path (Pedestrian Path) Update and next steps.**

57 Information received from VTrans indicated that they would approve a trail crossing but not a  
58 pedestrian crosswalk at the southern end of the proposed route from the Rec Hub to Irasville.  
59 The trail crossing would not include pavement markings and as such there would not be a  
60 requirement for vehicles to yield.

61

62 Laura Arnesen and Ross Saxton indicated that the final grant agreement with the Department of  
63 Forests, Parks, and Recreation (FPR) has not yet been signed, and that there is currently a  
64 window for making changes. Ms. Arnesen has contacted FPR regarding using some of the  
65 funding provided to create a path using the Fiddler's Green route as an alternative to the  
66 proposed route along Route 100, but has not yet received a response. She and Mr. Saxton both  
67 stated their preference for the route along Route 100, as they believe that the longer route  
68 through Fiddler's Green will not be used by many of those wishing to travel from the Hub to  
69 Irasville. Mr. Saxton also indicated it is unclear how to navigate to sidewalks from the cemetery  
70 end of this route.

71

72 Ms. Decker-Dell'Isola recommended that any further contemplation of the route along Route  
73 100 be deferred until VTrans completes the upcoming work to plan for any reconfiguration of  
74 the Route 100/Route 17 intersection as the project has proven to be more complex than originally  
75 thought.

76

77 Mr. Shupe offered to recuse himself from this discussion due to the location of his property  
78 along the potential Fiddler's Green route; no other Board members felt this was necessary.

79

80 Board members agreed that the proposed path along Route 100 as proposed may not be the safest  
81 option and did not think that a longer route through Fiddler's Green would be ignored by  
82 potential users if adequate signage and education were used. They pointed out that a different  
83 route than that proposed would still meet the connectivity goals of the grant awarded.

84

85 **MOTION:** *Mr. Shupe made a motion to pursue the pedestrian connection alignment proposed*  
86 *by the Mad River Path Association from Irasville south along Route 100 as part of the Route 100*  
87 */ Route 17 intersection scoping study with VTrans and encourage Mad River Path, through the*  
88 *VOREC grant, to look at alternative ways to access Irasville at this time. The motion was*  
89 *seconded by Mr. Curtis. All voted in favor.*

90

#### 91 **7. Planning Commission Bylaw Modernization Grant consultant recommendation.**

92 Alice Peal was present to report that the PC voted to recommend that SE Group, one of three  
93 applicants, be offered a contract to complete the Bylaw Modernization Grant work.

94

95 **MOTION:** *Mr. Messer made a motion to authorize the Planning Commission (Bylaw*  
96 *Modernization Subcommittee) to proceed with contract negotiations with the SE Group to*  
97 *complete the Bylaw Modernization project. A final contract will be brought back to the*  
98 *Selectboard for final review and approval. The motion was seconded by Mr. Curtis. All voted in*  
99 *favor.*

100

101 **8. Review constable job description and Enforcement Ordinance.**

102 A draft job description had been provided by VLCT, which is very comprehensive, and it was  
103 suggested that it might be tailored for any likely candidates. Ms. Decker-Dell’Isola indicated  
104 that review by the Town’s attorney would provide feedback regarding which aspects were  
105 critical to the position. Mr. Messer noted that it was important that duties include assistance to  
106 other town officers for enforcement actions. It was noted that there will not be a town vehicle  
107 available and that this work will be complementary to the current contract with the Sherriff’s  
108 Department.

109

110 Regarding the Town’s Enforcement Ordinance, Ms. Decker-Dell’Isola will check with the  
111 Town’s attorney regarding what should be specific to the constable job duties and what should  
112 be included regarding identification of which personnel is responsible for which types of  
113 enforcement. She will bring a draft with any recommended changes to the Board for review at  
114 an upcoming meeting.

115

116 Ms. Decker-Dell’Isola reminded the Selectboard that another pending step is to contact the  
117 Warren Selectboard regarding cost-sharing as proposed.

118

119 **9. Town Administrator/Selectboard Work Plan check in.**

120 It was agreed that, regarding the upcoming Town Garage project, a scoping study is what has  
121 been budgeted for the current year and that work should be completed before bringing any  
122 project to the voters for a bond.

123

124 It was agreed that General Waite House assessment should proceed as quickly as possible.

125

126 Ms. Decker-Dell’Isola confirmed that VTrans is awaiting a response regarding placement of the  
127 speed radar sign before the RRFBs at WES will be installed and confirmed that the East Warren  
128 culvert work is still scheduled for early summer 2023.

129

130 **10. Consent Agenda.**

131

132 **MOTION:** *The minutes were amended, and a motion to approve the consent agenda, consisting*  
133 *of the items listed below, passed unanimously.*

134

- 135 • Approval of the Minutes of October 10, 2022.
- 136 • Bills Payable and Treasurer’s Warrants.
- 137 • Old Country Road Halloween road closure request (Cheryl Kingsbury)
- 138 • Consider Wastewater and Water Committee appointment – AnnMarie Harmon
- 139 • Water Commission appointment – Brian Shupe
- 140 • WFFD Extractor site plan and permitting contract with Grenier

141

142  
143 **11. Selectboard Roundtable**  
144 Mr. Curtis provided an update on the upcoming Wastewater Study presentation, noting that work  
145 had been completed to simplify the Dubois & King slides for providing an overview to the  
146 public.

147 It was noted that Bridge Street benches will be moved into storage over the weekend.

148 Mr. Messer noted that at-home Covid tests will be available for distribution shortly.

149 Mr. Messer reported that there have been five recent dog incidents, including one on the school  
150 bus, and that it will be helpful to have a constable to issue fines.

151 Mr. Messer reported that there are currently emergency management grant funds available, and  
152 that he plans to submit requests to cover a defibrillator for the Town Office building and for the  
153 purchase of large maps to be placed at the Town Office, Fire Station, and MRVAS building in  
154 the event they are needed for monitoring of a town-wide incident.

155 Mr. Messer raised the issue of updating the Dog Ordinance, particularly to put a stricter leash  
156 law in place, as people have a loose interpretation of ‘under verbal command.’ He offered to  
157 begin work on this revision.

158 Ms. Sullivan noted that the MRVPD tri-town meeting has been scheduled for January 12, 2023.

159 Ms. Sullivan noted that a group may be forming to address needs at the Skatium.

## 160 **12. Town Administrator’s Updates**

161 Ms. Decker-Dell’Isola highlighted items from her written report.

162 She noted that VLCT had completed a review of the Cemetery Commission’s financial  
163 information, and their response indicated that further review by the Town should be completed.

164 Ms. Decker-Dell’Isola recommended that a subcommittee complete this work, and it was agreed  
165 that she will work with Ms. Sullivan and Mr. Curtis on this task.

## 166 **13. Executive Session**

167 **MOTION:** A motion to enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]  
168 and 1 V.S.A. § 313 (a) (2) [Real Estate] was made by Mr. Shupe. The motion was seconded by  
169 Mr. Messer. All voted in favor.

170  
171 The meeting entered Executive Session at 8:30 pm and returned to open session at 9:10 pm

172  
173 No further action was taken.

## 174 175 **III. Other Business**

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

## 177 **IV. Adjourn**

178 The meeting adjourned at 9:10 pm.

179 Respectfully submitted,  
180 Carol Chamberlin, Recording Secretary

**CONTRACT FOR PROFESSIONAL SERVICES  
TOWN OF WAITSFIELD, VERMONT**

**1. Parties:** This is a contract for personal services between the Town of Waitsfield, Vermont (Town) and Sno.engineering, Inc. d/b/a SE Group (Contractor), its principal place of business at 4609 South 2300 East, Suite 204, Salt Lake City, UT 84117. Contractor's form of business organization is a for-profit corporation.

**2. Subject Matter:** The subject matter of this contract is personal services generally on the subject of providing planning services for updating and revising zoning and subdivision bylaws for the Town. Detailed services that Contractor will provide are described in Attachment A.

**3. Maximum Amount:** In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$27,500.

**4. Contract Term:** The period of Contractor's performance shall begin on November 8<sup>th</sup>, 2022 and end on January 31<sup>st</sup>, 2024.

**5. Amendment:** No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

**6. Cancellation:** This contract may be canceled by either party by giving written notice at least 15 days in advance.

**7. Attachments:** This contract consists of 11 pages including the following Attachments that are incorporated herein:

- Attachment A: Specifications of work to be performed (Work Plan in Grant)
- Attachment B: Payment Provisions (Budget in Grant)
- Attachment C: Pertinent State Grant Provisions

**8. Subcontracts.** In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

**9. Interpretation:** This contract shall be interpreted according to the laws of the State of

Vermont.

**10. Counterparts:** This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY: TOWN OF WAITSFIELD

BY: SE GROUP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type name and title

\_\_\_\_\_  
Type name and title

\_\_\_\_\_  
Date and place of execution

\_\_\_\_\_  
Date and place of execution

**Attachment A  
Specifications of Work to be Performed**

The bylaw modernization process will be undertaken in three phases – Foundation, Planning and Drafting, and Finalization and Adoption. Each phase will involve coordination with the Town of Waitsfield Planning Commission, Planning and Zoning staff, and a project steering committee (identified by the Town). All meetings are anticipated to be virtual unless otherwise indicated.

**Phase 1 – Foundation**

Phase 1 will incorporate research and coordination with Planning Commission and project steering committee to establish a shared understanding of priority housing needs and community planning goals that can be addressed through zoning and subdivision bylaw changes.

<b>Task Name</b>	<b>Task Description</b>	<b>Time Frame</b>
1. Introduction	Through meetings and documentation, staff familiarizes consultant with current regulations, bylaw revision progress, and community expectations. This task also includes an in-person site visit (staff-led).	November 2022
2. Groundwork Kick-Off Meeting	Consultant meets with Planning Commission (PC) and Planning and Zoning Administrator (PZA) to review scope of work, public outreach strategy, expectations of consultant work products, and to develop anticipated meeting schedule and topics (PC Meeting #1).	November 2022
3. Review Existing Plans & Regulations	Consultant meets with Steering Committee (SC) to outline task deliverables and relevant documents to be reviewed (SC Meeting #1). Consultant reviews existing planning documents including Town Plan, zoning and subdivision bylaws, 2022 MRV housing summit documents, Village wetlands study, MRV Moves Plan, and draft wastewater and water supply feasibility study. Consultant prepares a plan review summary and meets with PC/PZA to discuss key takeaways (PC Meeting #2).	November - December 2022
4. Existing Community Character & Settlement Pattern Assessment	Consultant meets with SC to outline task deliverables and outcomes (SC meeting #2). Using readily-available data and site visit photography, consultant to assess existing character and settlement pattern of each area and complete a written report with graphics summarizing findings. Analyze and summarize readily-available data on housing needs and other relevant information. Present findings to PC for discussion (PC Meeting #3).	November – December 2022
5. Public Input Preparation	With input from PC/PZA, identify public outreach activities that will occur throughout the process in order to solicit input and guidance from the community and develop promotional materials around one (1) in-person event, one (1) virtual event, and development of virtual public involvement platform using survey tools. (PC Meeting #3).	November - December 2022

**Decision Point – January 2022**

The Town of Waitsfield is currently undertaking a water and wastewater system feasibility study

focused on Village Centers and adjacent lands. Currently, the Town has a community water system that serves approximately three-quarters of residences and businesses in the study area (a sub-area of the town along the Route 100 corridor) and no community wastewater system. The study is examining the costs and feasibility of constructing a community wastewater system(s) to serve these areas and extending water service to residences and business still reliant on private wells. It is anticipated that a final report will be delivered in December 2022, with a subsequent decision from the selectboard on whether to move forward with preliminary engineering plans.

The decision to move forward with a community wastewater system and extending water service will have significant implications for the potential location and scale of future housing development in Waitsfield. The direction of the bylaw revision process should remain flexible and responsive to the direction of the water and wastewater study and account for the potential for water and wastewater infrastructure build-out to proceed in a phased or partial manner. Additionally, it is recommended that public engagement efforts regarding bylaw modernization be undertaken, to the extent practicable, after decisions are made regarding wastewater in order to mitigate potential public confusion and present the public with a realistic set of options for land use policies.

**Phase 2 – Planning & Drafting**

Phase 2 will involve public engagement and coordination with the Planning Commission and steering committee to develop and advance draft bylaw revisions that are responsive to local housing needs and community preferences. By the end of Phase 2, the Planning Commission will have developed ownership of the proposed bylaw revisions ahead of the bylaw adoption process.

Task Name	Task Description	Time Frame
6. Discussion of Priorities	Meeting with PC to determine project direction after Selectboard decision on wastewater system (PC meeting #4).	January 2023
7. Public Education and Outreach	SC hosts in-person distanced and virtual meetings and opportunities for public input; Consultant & SC with support from PZA to plan and lead public outreach events (SC meeting #3). Anticipated at one (1) in-person event, one (1) virtual event, and development of virtual public involvement platform using survey tools. Public engagement efforts will focus on educating the public on the purpose and impact of zoning changes and gauging feedback on potential strategies.	February - March 2023
8. Prepare Initial Recommendations	Consultant prepares initial recommendations for bylaw changes that incorporate input from public outreach activities and steering committee and wastewater and water supply feasibility study. Consultant & steering committee meet to discuss and refine recommended strategies to inform development of draft bylaw revisions and present recommended strategies back to PC for discussion (SC meetings #4 and #5, PC meetings #5 and #6). This process will include reviewing proposed recommendations against the ACCD <i>Zoning for Great Neighborhoods</i> guide and will incorporate feedback from public engagement processes.	March - April 2023

9. Prepare Draft Amendments	Consultant works with PZA (two virtual work sessions) to prepare draft revisions to zoning and subdivision regulations.	April - May 2023
10. Present Draft Amendments	Consultant to present draft amendments to SC for review (SC Meeting #6). Draft amendments then present to PC for review (PC Meeting #7).	May - June 2023
11. Public Forum to Present Recommended Amendments	PC to hold public forum with consultant support (along with updated online resources) where recommended amendments are summarized. Public input will be reviewed and shared to inform any needed revisions before moving toward the adoption process (potential SC Meeting #7/PC Meeting #8).	June - July 2023

**Phase 3 – Finalization & Adoption**

Phase 3 will involve the finalization of bylaw revisions, including providing support as-needed for the Town adoption process.

Task Name	Task Description	Time Frame
12. Finalize Revision Package/ Prepare Draft	Consultant prepares draft final documents for adoption (potential SC Meeting #8/PC Meeting #9).	August 2023
13. Legal Review	Consultant coordinates with PZA and its attorneys for legal review of proposed bylaw amendments to assure they are in conformance with applicable state and federal laws.	September 2023
14. Adoption Process Support	Town staff lead adoption process, consultant to provide support as-needed.	Fall 2023

**I. GIS Work**

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset*

*would be an extract of existing data, such as road centerline data, for example.*

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
  - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
  - b. .dwg (CAD file)
  - c. .dxf (CAD file)
  
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

## **II. Final Documents**

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

**Attachment B  
Payment Provisions**

**1. Budget:** \$27,500

**2. Invoice procedure:** SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge", which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

**ATTACHMENT C:  
STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017  
PERTINENT PROVISIONS:**

This contract/subcontract is being made using funds of the State of Vermont. The following provisions **must be included** in all sub-agreements made using State funds. These provisions are those made pertinent via Clause 19 of Attachment C: Standard State Provisions for Contracts and Grants.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**ATTACHMENT D:  
EXCLUSIONS**

1. Additional participation at Planning Commission/Steering Committee meetings beyond the number specified in Attachment A for purposes other than brief project updates/check-ins.
2. Additional public meetings beyond those identified in Attachment A.
3. Any legal review or attorney process for the development of bylaws.
4. Preparation of form-based code elements.



## Vermont Department of Public Safety Subgrant Application

Submit to:  
 Department of Public Safety  
 Vermont Emergency Management  
 45 State Drive  
 Waterbury, VT 05671-1300

Not later than: November 15, 2022

<b>1. Applicant Information and Identification:</b>			
Applicant Agency:	<u>Town of Waitsfield</u>		
Address:	_____		
	_____	County:	<u>Washington</u>
Authorizing Official:	_____	Title:	_____
Signature:	_____		
Project Director:	<u>Fred Messer</u>	Title:	<u>Emergency Management Director</u>
Telephone:	_____	Fax:	_____
E-Mail:	<a href="mailto:fmesser@madriver.com">fmesser@madriver.com</a>		
Federal Tax Id #:	_____	UEI#:	_____
Vermont Business Account Number	_____		
Fiscal Entity:	_____		
Address:	_____		
	_____		
Fiscal Year:	Start: _____	End:	_____
Fiscal Agent:	_____	Title:	_____
Signature:	_____		
	Email:		_____
<b>Proposed Budget Summary</b>			<b>TOTAL</b>
Salaries And Benefits	\$		0
Contractual	\$		0
Supplies	\$		264.00
Travel And Mileage	\$		0
Equipment	\$		2,132.03
Other Direct Costs	\$		0
Indirect Costs	\$		0
<b>Total Expenses</b>	<b>\$</b>		<b>2,396.03</b>

## Department of Public Safety Subgrant Application

2. Project Title: Enhancing Emergency Preparedness in Waitsfield

### 3. Problem Statement:

Waitsfield emergency management seeks to maintain preparedness for a wide range of natural and man-made disasters. Currently, Waitsfield has identified two gaps in preparedness:

First, emergency management operates with a heavy reliance on local knowledge from long-time residents (including the Waitsfield Emergency Management Director) and electronic maps (e.g. Google maps). In the event of a power or internet outage, cellular service is not reliable enough to ensure that operations can be maintained. Likewise, in the event that long-time personnel are unavailable, newer personnel (including the newly-appointed Waitsfield Emergency Management Coordinator) do not have the depth of preexisting knowledge of the area required to be able to maintain operations without reference to area maps.

Second, the Waitsfield EOC is not currently equipped with an AED unit.

In addition to addressing these gaps, Waitsfield seeks to bolster preparedness by providing basic supplies and training to the new Emergency Management Coordinator.

#### 4. Project Goals and Objectives:

Goal: Increase the resiliency of Waitsfield's emergency response capacity.

##### Objectives:

1. Obtain large (24" x 32") up-to-date roadmaps of the area with bridges and culverts annotated. These maps will be distributed to the Waitsfield EOC, the Waitsfield-Fayston Fire Department, and the Mad River Valley Ambulance Service. Updated maps will serve as a resource in coordinating emergency response operations. Bridge and culvert annotation will be important to addressing future flooding, one of the recurrent threats in the Mad River Valley.
2. Obtain an additional AED unit to be staged in the Waitsfield EOC. Ensure this AED unit is compatible with existing EMS AED units to provide continuity of service and leverage future efficiency.
3. Obtain supplies and training for the newly appointed Waitsfield Emergency Management Coordinator.

#### 5. Project Description:

In coordination with Waitsfield town staff and officials, the Waitsfield Emergency Management Director will order twelve (12) large size maps and distribute them to the Waitsfield EOC, the Waitsfield-Fayston Fire Department (WFFD), and the Mad River Valley Ambulance Service (MRVAS). These maps will be retained on site for use in future emergency response and recovery operations. The Waitsfield Emergency Management Director has already identified reliable sources for maps that meet the specifications and has been in contact to secure agreement from the WFFD and MRVAS.

In coordination with Waitsfield town staff and officials, the Waitsfield Emergency Management Director will order an AED unit that is compatible with AED units already in use by the MRVAS. The AED unit will be installed by local personnel on a volunteer basis and ongoing supplies for the unit (e.g. additional pads) will be shared with MRVAS. The Waitsfield Emergency Management Director has already confirmed AED model compatibility with MRVAS and discussed coordinating around ongoing maintenance and resupply.

In coordination with Waitsfield town staff and officials, the Waitsfield Emergency Management Director will provide the newly-appointed Emergency Management Coordinator with supplies and training. The Emergency Management Coordinator will serve as a back-up to the Emergency Management Director and increase the overall response capacity of the area by improving Waitsfield's ability to leverage and coordinate volunteer and donated resources in emergency response and recovery operations. The Emergency Management Coordinator will maintain supplies sufficient to stand up a basic EOC or volunteer and donations management site to initiative response, even in the event the Waitsfield EOC is inaccessible.

## Department of Public Safety Subgrant Application

### 6. Project Schedules and Milestones:

- Order twelve (12) updated large size roadmaps: Two weeks after award
- Order one (1) AED unit and associated supplies: Two weeks after award
- Begin ordering supplies for Waitsfield Emergency Management Coordinator: Two weeks after award
- Distribute roadmaps to Waitsfield-Fayston Fire Department and Mad River Valley Ambulance Service: Two weeks after receipt of maps (approximately two months after award)
- Install AED unit: Two weeks after receipt of unit (approximately two months after award)
- Finalize ordering supplies for Waitsfield Emergency Management Coordinator: Ten months after award.

### 7. Project Evaluation Plan:

#### Activity Evaluation:

- Supplies and equipment are purchased (receipts and/or invoices)
- Supplies and equipment are distributed and installed as planned (photos and/or memos)
- Emergency Management Coordinator receives training and supplies (receipts, invoices, and/or training certificates)

### 8. Resources Needed:

- Twelve (12) updated, large size roadmaps of the area.
- One (1) AED unit
- One (1) AED wall mount
- Basic supplies and training materials for the Emergency Management Coordinator (e.g. Flip-charts, sharpies, clipboards, EOC guides and training materials, etc.)

### 8a. Request for "Limited Cash Advance" Justification:

## Department of Public Safety Subgrant Application

### 9. Cost Narrative/Detail

- a) Personnel Costs: Use the Salary Report attached to detail FICA, Workers comp, etc. Summarize anticipated personnel activity hours and costs here.

None. We do not anticipate any contracted services under this grant. All labor will be provided on a volunteer or in-kind basis.

- b) Contract Services:

None. We do not anticipate any contracted services under this grant. All labor will be provided on a volunteer or in-kind basis.

- c) Supplies:

- Twelve (12) large roadmap. Quoted at \$264 by Central Vermont Regional Planning Commission. (See attached email.)
- Assorted office supplies

- d) Mileage/Travel (Instate and out of state):

None. We do not anticipate any travel under this grant.

- e) Equipment:

- One (1) Lifepak CR2 Defibrillator, Semi-Automatic. Includes electrodes, battery, and connections. Quoted at \$1,781.92 (See attached quote)
- One (1) AED wall sign. Quoted at \$36.80. (See attached quote)
- One (1) AED wall cabinet mount. Quoted at \$287.00. (See attached quote)

Note: Waitsfield obtained three quotes for AED units (attached). While more expensive, the Lifepak CR2 Defibrillator was chosen because it is the current model used by MRVAS. Existing local personnel are already familiar with this unit, and we anticipate future efficiencies in being able to share the cost of service and resupply with MRVAS.

- f) Other Operating Expenses:

None. We do not anticipate any additional expense under this grant.

- g) Indirect Costs (If allowed): Submit Federal form with % allowed.

None.

h) Other Program Income: List Sources and amounts anticipated

The total match will be split between the Emergency Management line of the Town's operating budget and the Office Supplies line of the Town's operating budget.

# Grant Application Guidelines for Subgrant of Federal Funds

Department of Public Safety Grants Management Unit in Waterbury must receive applications by the close of business on the due date in the solicitation posting or letter. All applications must be an original, signed paper copy. Individual Grant Managers may require electronic format (email attachments or CD) copies, a specified number of paper copies or other forms of multiple copies as long as the additional copy requirements are in the solicitation letter.

1. Cover Sheet: Make sure all fields are complete. Your financial officer should have the DUNS number, expiration date and Vermont Business Account Number. If your agency or nonprofit does not have a DUNS (Data Universal Numbering System) number, go to <http://www.sam.gov> to register. There are tabs on the site you may find helpful. There is no cost to register. If your business is not required to have a Vermont Business Account Number place "Not Required" in the line provided.

2. Project Title: Create a short phrase (3-8 words) to indicate the overall nature of the project.

3. Problem Statement: The first thing you must do to apply for a grant is to identify, using data, what problem(s) you are proposing to diminish or correct, how severe the issue(s) is/are and the who, what and where of the issue(s). Only applicants that demonstrate a problem, supported by relevant data, can receive funding. Ideally, use data relevant to your locality. National data is not normally sufficient to justify a local subgrant. Include as much pertinent data as you have about the problem in your community (i.e. injuries, response time delays, demographics, etc). Also, provide trend data over several years where trend data is relevant and available.

NOTE: Remember, you must support the problem you have identified with relevant data.

4. Project Goal(s) and Objectives: Goals identify a long-term change the agency intends to affect by implementing the proposed project. You must relate your goals to the purpose of the federal, state or other agency making the funds available for your use through the subgrant program. Goals must relate to resolving the problem you have identified.

Objectives are specific statements of short-term aims that must happen for you to achieve your overall project goal. Objectives generally begin with phrases such as to increase, to decrease or to reduce. Pay particular attention when you select your objective. Keep in mind that objectives are measurable, short-term steps that link directly to the overall goal. They should explain what you intend to accomplish and when you expect to accomplish it.

To help you select your objectives, look at what you are currently doing if you already have a program. Then look at what you are not doing and decide what you can do or do differently. Then, analyze the effect the change in activity would have on achieving your goal.

Keep in mind goals and objectives are similar. Goals are generally long-term (5+ years) objectives are short-term (1-2 years). Both should represent the amount of change over a specified time lapse. Both need a base line number, an expected number and a date by which the changed number will occur. Objectives may also be activity increases or changes in methods where goals will always be outcome based.

5. Project Description: Describe what services, programs or activities you propose to implement. This is, what your agency proposes to do to solve or lessen the problem (i.e., form a coalition of community leaders, sponsor training, conduct a public media event or campaign, develop a community program, provide training, purchase equipment, etc.) along with the projected number of events, services or activities you hope to provide. Describe your agency's capability to implement the proposed project and experience the agency has with similar projects.

Project proposals should detail the frequency and number of events and their timing. For example, if your objective is to reduce the incidence of teen driving fatalities, then one of the activities for this objective might be to conduct at least one impaired driving educational event at each of the area high schools during the next school year. Tie your project description back to the data in your problem statement wherever possible.

Identify how you will implement these services, programs or activities. Describe the steps you will take to start and maintain the project. Estimate the number of people you intend to reach via your proposed project. Address how your services, programs or activities will affect your target population (as identified in your problem statement).

Describe the degree of community support or commitment that exists for your proposed program. Attach letters of support from community leaders, community members and intended partners as appropriate. Include a list existing sources of support, cash and other community contributions, that will support your project.

Describe how you will announce or promote the project. A media component is required for all grants. In most cases, this would consist of an agency press release to local media outlets announcing the award of the grant and the project goals. Another media activity might be a press conference to announce a purchase, training or event.

6. Project Schedule and Milestones: In this section, develop a schedule of events for implementation of your proposed project. Specific dates are best, where you lay out by date when key events will occur. However, the most effectual way to develop a project schedule may be an award-plus method. In this method, you estimate when events will occur after the official date of award. Other acceptable methods are by month, before or during a specific event (i.e. winter, prom, Election Day or other annual occurrence). Plan carefully as DPS will use the schedule you submit to evaluate the progress and effectiveness of your project.

7. Project Evaluation Plan: In your application, you must show how you will demonstrate effective implementation and how you will measure its progress/success. The most

desirable evaluation is an Impact Evaluation that shows a change that resulted from the project. A secondary method is an Activity Evaluation that simply shows what you did as compared to what you said you would do. Often both types of evaluation are appropriate.

1) For the Impact Evaluation, identify what measurable data or information you will use to demonstrate that change occurred during the project. This should include a data point just before your project starts and another at the end of the project period. The ideal data would reflect a measurement of the same data you used to identify your problem and severity.

2) For the Activity Evaluation, use project documents to show what the project is accomplishing. A count of events or persons contacted, trained or certified may be the best method.

8. Resources Required: List the resources you will need to accomplish your goal. Funding, trainers, educational kits, projector, may be some of resources on your list.

8a. If your project is too large for your agency to accomplish in a Reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a "Limited Cash Advance" basis. Check the box in 8a and provide justification for consideration. A possible justification may be a large required purchase by a low-budget agency or organization. Large purchases as the sole justification will not be approved. Approved requests will be reflected in the Subgrant agreement.

9. Budget Narrative: Each subgrant proposal must include a detailed budget. Your proposed budget will include all allowable expenses needed to effectively implement your project. It must also include a narrative justification listing the type and quantities of equipment planned for purchase, as well as types of travel expected, and supplies needed. Your budget detail must show detailed personnel costs for each employee who will charge time to the grant funds. It is important to remember that each person paid with grant funds must submit a time and activity sheet outlining the work completed with each DPS Financial Report Form. Also, include proposed travel expenses, contract service expense, equipment, other direct costs, indirect costs (when allowed) and any program income that you anticipate to receive.

Your budget should also indicate any matching funds or anticipated costs for which you do not propose to seek reimbursement and your agency would be providing in support of the project.

For questions or information, please contact your DPS Grant Manager.

The following references are for Federal Agency specific requirements which subgrants of the agency's funds must comply:

CFR 28 – Justice:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=979af7e262cbe8d2d1f85e2c1d3b0d0c&rgn=div5&view=text&node=28:1.0.1.1.32&idno=28>

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=979af7e262cbe8d2d1f85e2c1d3b0d0c&rgn=div5&view=text&node=28:1.0.1.1.34&idno=28>

CFR 29 – Labor:

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=3dbd326e38ff7bacf4d60d581f8c24ef&tpl=/ecfrbrowse/Title29/29cfr97main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=3dbd326e38ff7bacf4d60d581f8c24ef&tpl=/ecfrbrowse/Title29/29cfr97main_02.tpl)

CFR 44 – Emergency Management Assistance:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=1c469db093c5f86e3e7cf10c768b92d3;rgn=div5;view=text;node=44%3A1.0.1.1.13;idno=44;cc=ecfr>

CFR 49 – Transportation:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=24f8e3f1b31d28b37764b06a0ee6a6f3&rgn=div5&view=text&node=49:1.0.1.1.12&idno=49>





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**Regional Dispatch Funding/Planning Update - \$0=Montp.**

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**From :** Stephen Whitaker <whitaker.stephen@gmail.com>

Sat, Nov 05, 2022 11:05 AM

**Subject :** Regional Dispatch Funding/Planning Update - \$0=Montp. 2 attachments

Central Vermont Town Officials:

Now seems a good time to offer an update to town officials in Central Vermont on recent activities related to funding and planning for regional public safety dispatching.

The Vermont General Assembly last year appropriated \$11 million dollars to the Department of Public Safety for regional dispatching initiatives. The intent was primarily to take a load off of the Vermont State Police at the two VSP dispatch facilities. VSP Williston and Westminster are dealing with severe staffing shortages nearing 50 percent staff vacancies.

There they are also dealing with major software issues with a problematic records management system as the state embarked on a \$5M proprietary software development for Valcour, which does not meet the needs nor functionality requirements of Valcour users in the field nor match the features and training of the VSP dispatchers.

The legislature conditioned the release of that \$11 million on two reports: approval of a "Regional Dispatch Facility Grant Plan" by the Joint Fiscal Committee and on a detailed report from the Regional Dispatch Working Group due December 1 ( it will not be completed by then).

In the interim, release of up to \$6.5M dollars was delegated to the Joint Fiscal Committee provided the first referenced "Plan" is submitted and approved at their meeting next Wednesday. It falls far short of a plan. *attached*

Other state laws still require any expenditures over a million dollars related to "Information Technology activities" to obtain an independent expert review of the overall system architecture review, life cycle costs and cost benefit analysis and to identify other possible problems that could arise in the deployment. This review has not even been started.

The Commissioner did file the document with the Joint Fiscal Office last week. It proposes to spend just over two million dollars, not to any one project, but on four projects, **not including Montpelier's proposal** to replace an aging radio system owned by Capital Fire Mutual Aid System Inc.

And even that \$2M is not targeted to achieve integrated, resilient communications. The problem that has been raised repeatedly is that there is no statewide architecture nor statewide governance for emergency communications. There are no engineering standards adopted. There are no dispatching standards or best practices defined and there is no storm readiness, failover or resiliency requirements agreed to.

Chittenden County Public Safety Authority, the proposed recipient of the largest grant from the proposed \$2M, (~\$758K) has still not completed a radio technology assessment detailing how the various radio systems would interoperate or address failure modes and continuity of operations!

The Department of Public Safety, despite having a "Radio Technology Services Group" (of which a Central Vermont volunteer firefighter is a staff member) does not have any statutory nor acknowledged responsibility, nor a strategy to achieve resilient communications between and among regional dispatch centers.

Most of the proposals (totalling more than the \$11M) are asking for grants of tens of thousands or even Millions for equipment replacement, new radio repeaters and other equipment, telephone systems etc. Yet, none of the proposals provided any engineering or analysis of radio coverage or dead zones nor failover strategies in the event any of these new dispatch centers were required to shut down for whatever reason.

There are even a few proposed Regional Dispatching Centers that want to buy \$1700 chairs for dispatchers. I don't begrudge any dispatcher having a good chair to sit on but the \$1700 price raises more than a few eyebrows.

Additionally, the request for proposals issued by the Department on September 2nd explicitly required documentation of regional governance being in place with stakeholders and selectboard members of the served towns serving on a governing board. None of the proposal met this requirement!

It appears that Montpelier had managed in prior meetings to insert a vague exception for "contracts" on the pretense that Capital Fire Mutual Aid's Agreement (sic) with the City of Montpelier for dispatching constitutes a contract binding all the served towns to the ongoing operations and maintenance and paying for capital equipment costs. Nothing could be further from the truth and I believe this fact being revealed played a significant role, along with the lack of independent expert review, in Montpelier not being funded.

Montpelier's departing police chief did elaborate in a meeting of the Regional Dispatch Workgroup last Wednesday that his intent was to offer to VSP, in consideration of the \$2.5M grant, to take on dispatching for the VSP, whenever and wherever needed, despite having provided no notice or opportunity to the existing paying municipalities in Central Vermont to object to the diluting or diminishment of timely dispatching services under such a scenario. A transcript of his comments at that meeting are attached.

Central Vermont now needs to get their act together, go back to the drawing board and redesign a radio system, pay experts to engineer a radio system for what's called trunked radio, to make more efficient, use of limited number of frequencies in an era where the dispatch operations is likely to be managing multiple events simultaneously spread across the region. This is to be contrasted to the simpler "simulcast" system that firefighters have been fixated on for many years now. The trunked system will not subject all first responders to listening to all radio transmissions and sort out which ones are intended for them at each incident.

Additionally, cellular service, broadband data, based on 4G/LTE technology is an essential tool of public safety first responders these days, not to mention being necessary to first call for help. This need (and opportunity for cost-effective deployment) has been ignored by those officials, primarily Barre City and

Montpelier, attempting to co-opt the needs assessment paid for by Central Vermont Public Safety Authority. The self proclaimed "Twin Cities Group" has used that report or portions of it to justify Montpelier's attempt, absent the prerequisite governance, to obtain State funding to replace Capital Fire Mutual Aid Systems' radios with a new Montpelier owned radio system, which would further lock in the City's unaccountable monopoly for dispatch services.

So, in short, I guess this isn't yet short enough, **town officials need to be aware that legitimate, effective regional governance is a prerequisite** to obtaining any of the \$11 million dollars available or some of the additional \$10 million that has been requested from Senators Leahy and Sanders as earmarks which would become available next year.

The City's initial application for \$3.6M, (trimmed by DPS to \$2.5M disallowing engineering costs) already did not include the operations and maintenance and ongoing annual support cost for the new radio systems, which would presumably be passed on to towns as ever escalating rates for dispatching service. (\$2M+ in unfunded hidden costs!)

Planning for land mobile radio (LMR) and LTE, cellular broadband for First Responders must be done in an integrated fashion and must be done in a manner that anticipates failure of any one facility. This requires planning be completed in partnership with another dispatch facility fully capable of taking over the load until the first primary facility can be brought back online. Barre City doesn't cut it. Saint Johnsbury, maybe.

These fundamentals continue to be ignored primarily due to the lack of governance, the lack of planning and Central Vermont town officials dubious habit over the years of delegating these responsibilities to Fire Department personnel.

These are significant Capital Investments, even if a statewide dispatch funding mechanism is created, and will require ongoing maintenance and will serve communications needs for much more than just the public safety community. As such, Town Officials need to seriously consider being part of or delegating competent individuals to a regional governing structure. This could be Central Vermont Public Safety Authority or a new one to be yet to be created. If towns wish to join CVPSA preparations should begin now for a town meeting vote.

But we must keep in mind that the public safety will soon be at greater risk as the radio system owned by Capital Fire Mutual Aid System continues to age and as those in need of help continue to suffer cellular dead zones. There has, to date, been no effort by CFMAS, Montpelier or Barre City to maintain or acquire spare parts in the event that the current system does start to fail. There's been an obstinate refusal to implement a comprehensive planning process.

This must change.

Stephen Whitaker

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### **Gmail - Fwd\_ 2022.10.02 Brian Peete's unsworn testimony to the Dispatch**

 **Workgroup.pdf**

129 KB

 **Regional-Dispatch-Report-FINAL.pdf**

318 KB