

**TOWN OF WAITSFIELD**  
**SELECTBOARD MEETING**  
**Monday, March 6<sup>th</sup>, 2023**  
**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. Review East Warren Road culvert project bids and approve contract (10 +/- min.)
4. Town Meeting 2023 preparation (20 +/- min.)
  - a. Review budget scripts
  - b. Review budget presentation
  - c. Review articles
5. ARPA Allocation Recommendations (Government Services) (10 +/- min.)
6. Review ARPA Award proposed process (10 +/- min.)
7. Review draft Wastewater Planning Project MOU with MRVPD (10 +/- min.)
8. Consent Agenda:
  - a. Consider Approving the Minutes of 2/13/23
  - b. Bills Payable and Treasurer's Warrants
  - c. Approve liquor license renewals
  - d. Approve warrant to pay school taxes
  - e. Authorize Town Administrator to sign Local Hazard Mitigation Plan Grant Agreement
  - f. Approve Festival Permit Applications
    - i. Mountain Gardener's Festival
    - ii. 100 on 100 Relay
9. Selectboard roundtable. (10 +/- min.)
10. Town Administrator's updates. (5 +/- min.)
11. Executive Session – Pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate]

**III. Other Business.**

1. Correspondence/reports received.

**IV. Adjourn.**

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

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

**Meeting ID: 820 5611 7089**

**By phone: 1 (929) 205-6099**

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

ALL TIMES ARE APPROXIMATE

**Waitsfield Town Offices** • 4144 Main Street • Waitsfield, VT 05673  
Chach Curtis \* Jordan Gonda \* Fred Messer \* Brian Shupe, *Vice Chair* \* Christine Sullivan, *Chair*  
Town Administrator: Annie Decker-Dell'Isola (802) 496-2218, x5 [townadmin@gmavt.net](mailto:townadmin@gmavt.net)

# Waitsfield Town Administrator's Report

March 6, 2023

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

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## II. REGULAR BUSINESS.

### Item II.3. Review East Warren Road culvert project bids and approve contract

Sealed bids were opened on Wednesday, February 15<sup>th</sup> at 10am, two weeks after a pre-bid meeting on-site and three weeks after originally distributed (five contractors were invited to bid directly; the opportunity to bid was also posted on the “front” of the Town’s website and an ad was published in the Valley Reporter).

The Town’s bid documents called for replacement of the existing corrugated metal pipe culvert on East Warren Road, located between Mobus Road and Sherman Road, close to the Warren Town line. The Town pre-purchased the culvert in the summer of 2022 and has been storing it at the Town Garage.

The Town received five bids, with the low bid coming from Blow and Cote. A recommendation to award to Blow and Cote is enclosed, as prepared by the Town’s engineer, Tyler Billingsley of East Engineering. The recommendation includes a summary of all bids received, and paper copies of the bids are available in the Town Administrator’s office if requested.

The Town received a grant award through the State’s Town Highway Structures program in FY22 for this culvert replacement project. The award total is \$175,000, with a required 10% match (\$17,500). The project was initially slated for summer 2022, but due to increasingly high costs and uncertainly due to inflation, the Town decided to hold off on bidding the project until early 2023, for a summer 2023 completion. The original estimated project total was prepared by East Engineering in 2020 and included in the original grant application. The estimated project total, which includes engineering, materials, and construction, was \$218,429 as summarized below:

Estimate	
Culvert Purchase	\$ 54,213.00
Engineering	\$ 24,000.00
Construction	\$ 125,287.00
<i>Construction/Engineering Contingency (10%)</i>	<i>\$ 14,928.70</i>
<b>Estimated Project Cost</b>	<b>\$ 218,428.70</b>

The low bid of \$223,485 is higher than the originally estimated \$125,28 for construction, however still likely lower than the extremely high bids engineering and road crew staff were seeing on similar projects in summer 2022. The recommendation from the engineer and staff is to award the bid to Blow and Cote for \$223,485. The contract documents have been drawn up, and a copy is enclosed for the Selectboard’s review and approval.

The updated actual project cost is as follows:

<b>Actuals</b>	
Culvert Purchase	\$ 56,428.04
Engineering	\$ 24,000.00
Construction	\$ 223,485.00
Easement Compensation	\$ 3,000.00
<b>Projected Actual Costs</b>	<b>\$ 306,913.04</b>

The source of project funding is the Town's bridge and culvert reserve. The original FY22-26 Capital Improvement Plan included a reserve contribution of \$60,500, however the actual project costs have increased by \$88,464 so \$131,913 total will need to come from the Bridge and Culvert Reserve. The reserve currently has a balance of \$139,335. The FY23 transfer of \$80,000 to this reserve will take place in June 2023, which will leave a balance of \$87,422 in this reserve at the culmination of this project in July/August 2023.

The project is anticipated to take place over school break (June 19-August 21) and should not take more than two weeks. The contract will be responsible for putting signs noticing of the road closure 10 day prior to closing. Construction would be during daytime hours only and done in a manner that emergency vehicles could still pass if needed.

Staff is working with landowners to secure easements on three parcels for construction and then long-term maintenance of the culvert as needed. A copy of the project site plan is also enclosed.

***Recommendation:***

*Consider a motion to award the bid for replacing the culvert on East Warren Road (TH #1), to Blow and Cote, Inc. of Morrisville, VT for an award not to exceed price of \$223,485, and authorize the Town Administrator to execute the enclosed agreement, with funding for the project to come from the Town Highway Structures Program FY22 funding (Grant #BC2108) and the remainder to be paid through bridge and culvert capital reserves.*

Item II.4. Town Meeting 2023 preparation

a. Review budget scripts

Annie has prepared budget scripts, which are enclosed, for the Selectboard's review and use at Town Meeting to help answer questions about the budget as they come up (the Revenue script is pending and will be shared with the Board by Monday, 3/6).

b. Review budget presentation

Annie will provide an overview of the budget presentation to be given at Town Meeting when Article 3, the budget, comes up.

c. Review articles

The Selectboard should also review the Town Meeting warning one last time and review each article with Kari Dolan, who is training to be moderator (if approved at Town Meeting). State Representative Dara Torre plans to attend Town Meeting at 9am to provide legislative updates if approved.

**Recommendation:**

*No action necessary at this time.*

Item II.5 ARPA Allocation Recommendations (Government Services)

The Selectboard has discussed on a few occasions Town government projects that should be considered for ARPA funding. Of the projects discussed, staff is ready to proceed with the digitization of land records and an updated Town website.

ARPA Awards that have been allocated, or pending allocation, to date include the following:

<b>Waitsfield ARPA Funds Allocated to Date</b>	
<b>Project</b>	<b>Total</b>
Zoning Permit fee waiver	\$ 490.00
Increase Treasurer to full time and hourly rate (FY23)	\$ 36,686.00
WFFD equipment request (FY23)	\$ 11,362.00
ARPA Advisory Committee project recommendations	\$ 150,000.00
Ventrac tractor (FY24-28 CIP pending Town Meeting approval)	\$ 50,000.00
<b>TOTAL</b>	<b>\$ 248,538.00</b>

Of the Town’s total \$506,081.78 award, \$257,5433.78 is remaining to be allocated. The following quotes have been received for record digitization and an updated website:

a. Land records digitization:

The Town Clerk received an updated quote from Recordsforce for the digitization of all of the Town’s remaining land records which includes Land Records Book 1 – Book 175. Jen solicited quotes from a number of groups but there are only a handful whose work is compatible with NEMRC and of those quotes, Recordsforce is the most reasonable. The



Recordsforce quote (enclosed) totals \$70,644.50. Jen is able to contribute \$20,000 from the records restoration reserve toward this project, which currently has a balance of ~\$50,000. Jen does not want to deplete the reserve entirely as she needs to also purchase new book racks soon. \$50,644.50 of ARPA funding would be needed to complete this project.

b. Town website:

Annie has contacted three and received quotes from two different companies that provide municipal website development and hosting, as per the Town's Procurement Policy.

- CivicPlus provided a quote of up to \$4,325 for annual hosting and support fees, which includes the initial setup, with additional add-ons for a variety of options. CivicPlus is a nationwide company based in Manhattan, KS. They provide the website for towns/cities like [Milton](#) and [Montpelier](#).
- Ecopixel has a more competitive annual fee (\$1,928/year) and is also a local Vermont company (based in Essex Junction). They provide website services to municipalities and conservation organizations, and purchase energy offsets to make their websites sustainable. They also help to ensure websites are ADA compliant. Ecopixel provides the website for towns like [Waterbury](#) and [Richmond](#). The initial setup fee for the website will be \$15,638 but if the Town can utilize ARPA funds for the initial development, the annual fees will be less than CivicPlus. The quote is enclosed.

With the \$50,644.50 and \$15,638 allocations for the projects as described above, Waitsfield remaining ARPA funds would total \$191,261.28.

***Recommendation:***

*Consider a motion to allocated \$70,644.50 of Waitsfield's ARPA allocation to for land record digitization, as outlined in the enclosed quote from Recordsforce, and \$15,638 of Waitsfield's ARPA allocation for an updated town website, as outlined in the enclosed quote from Ecopixel.*

**Item II.6 Review ARPA Award proposed process**

Annie and Randy have been working on a process for distributing the ARPA funds that were allocated by the Selectboard for community projects at the meeting on February 13<sup>th</sup>, 2023. Staff proposes the following:

1. Connect with each organization to notify them of their pending award (the funds allocated by the Selectboard at the February 13<sup>th</sup> meeting) and set up a time for a site visit or meeting (if project is not site specific)
2. Review the updated project budget, status of necessary permits and permissions, and project timeline
3. Based on the site visit/meeting, determine if the project will be able to be completed within the ARPA parameters (all funding to be spent by 2026) and draft a project specific agreement including a process for invoicing/repayment and any procurement (a sample draft agreement is enclosed for the Board's review)

4. For project funding, the preference will be for the Town to issue funding only after a project has been demonstrated to be completed, however some projects may require funding up front. This would all be outlined in the grant agreement.

The Selectboard should consider if they would prefer to review and approve each individual grant agreement again before execution, or if the Selectboard would like to authorize staff to act on their behalf moving forward to execute agreements based on the approved February 13<sup>th</sup> list and the terms outlined above. Funding for the proposed school lighting project would come back to the Board for final review and approval. Staff also proposes a public outreach campaign with the Valley Reporter to highlight town funded ARPA projects as awards are issued.

***Recommendation:***

*Review the proposed plan above and provide guidance on how the Selectboard would like staff to proceed.*

**Item II.7 Review draft Wastewater Planning Project MOU with MRVPD**

At their meeting on February 13<sup>th</sup>, the Selectboard reviewed and expressed support for the proposed Wastewater Planning Project Framework (enclosed) and directed staff and MRVPD staff to proceed with drafting an MOU. A draft MOU is enclosed and the Wastewater Project Planning Framework would serve as an attachment to the MOU. The Selectboard should review the draft and provide feedback on any amendments they'd like to see and consider approval of the MOU. The Selectboard should consider if they would prefer to have the Chair of each respective Board/Committee sign the draft, or if they prefer to authorize staff to sign on their behalf. The MRVPD Steering Committee additionally needs to review the draft and determine if they support the MOU as proposed. At their most recent meeting, they reviewed the proposed project framework and were supportive of staff's time spent toward the project.

***Recommendation:***

*Consider a motion to approve the enclosed MOU for MRVPD staff support on the Waitsfield Wastewater Planning Project and authorize staff to sign on the Board's behalf, conditioned on approval of the MRVPD Steering Committee.*

**Item II.8. 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 2/13/23  
The minutes will be provided when finalized by the recording secretary.
  
- 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 warrant to pay school taxes  
The Town's 3<sup>rd</sup> quarter share of school taxes were due to on March 1<sup>st</sup>. Based on the Town's policy on the payment of invoices and avoidance of late charges/fees, the Town Administrator is able to sign on these invoices and authorize these warrants to ensure payments are made on time, with review and final sign off by the Selectboard at their next meeting. This warrant will be provided to the Selectboard along with their regular warrants at the 3/6 meeting
  
- d. Approve liquor license renewals  
In 2023, the Department of Liquor Control has moved all of their operations online, no longer providing paper copies of applications for businesses with liquor licenses in Town. All applications are now processed through the DLC online portal, which the Town Clerk and Town Administrator both have access to. Once approved by the Board, the Town Clerk will go into the portal to indicate Selectboard approval of liquor licenses which will be tracked using meeting minutes, and as proposed by Jen, the new Liquor License warrant form that she's created. The Town Clerk would also like to inform the Selectboard that as the local Liquor Control Board they are now required to review and approve Tobacco Licenses. With the 3/6 warrants, Jen will include the new template warrant for the first round of liquor and tobacco license renewals. If the Selectboard has questions about this new process, this item can be removed from the consent agenda, discussed, and additional information brought to a future meeting.
  
- e. Authorize Town Administrator to sign Local Hazard Mitigation Plan Grant Agreement  
The Town has been awarded \$8,362.50 in FEMA funding to update our Local Hazard Mitigation Plan (LHMP). The plan is required to be updated every 5 years and Waitsfield's current plan is outdated, however we have been waiting on this FEMA funding to proceed with this project. The original letter of intent was submitted by the Town to FEMA in November 2021 and the awards are just now being issued. The Town will put the project out to bid and it is anticipated that CVRPC will likely bid on the project as they have staff qualified to help with these plan updates. Fred Messer and Clare Ireland (the Town's EM team) will take the lead on this project, with support from the Grant Administrator and Town Administrator. The project will require input from a number of town Boards and Commissions. The project requires a 25% match of \$2,787.50 from the Town, which can be in kind. The grant deadline is September 22, 2025.

- f. Approve Festival Permit Applications
  - ii. Mountain Gardener's Festival
  - iii. 100 on 100 Relay

Applications forms for both events are enclosed. Applications fees have been received the Road Crew has not forwarded any comments or concerns about the 100 on 100 relay to date.

Item II.10. Town Administrator's Updates

Updates to be provided at the meeting.

**III. OTHER BUSINESS**

Item III.1. Correspondence/Documents/Reports received

- a. VLCT notice of new municipal portal 2/27/23



February 15, 2023

Town of Waitsfield  
Attn: Selectboard

RE: East Warren Road Improvements  
Recommendation to Award

Dear Selectboard,

On Wednesday, February 15, 2023, bids were due to the Town of Waitsfield to replace an antiquated culvert on East Warren Road. On behalf of the Town, East Engineering collected and publicly opened the bids received. For reference, the bid process followed Town procurement rules and five contractors submitted bids for consideration.

The total low bid price, submitted by Blow & Cote, of Morrisville, Vermont, is \$223,485.00. This amount is competitive given the complexity of the scope of work and location.

I completed a bid check and tabulation of all bids received to ensure the submissions were properly completed, math completed correctly, and all required documents were submitted (attached to this letter). The results of the bid check and tabulation show that they submitted a responsive bid to the Town.

In addition to the properly submitted bid documents, Blow & Cote have successfully completed many Town Highway improvement projects, including several with East Engineering - they are a responsible and qualified bidder.

Given that they are both a responsive and responsible bidder, my recommendation is to award Blow & Cote the contract for the culvert project. All original bids were left with the Town for record keeping. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tyler Billingsley".

Tyler Billingsley, P.E.  
Engineer / Owner

Attached: Bid Check Form  
Bid Tabulation

Town of Waitsfield  
 E. Warren Road  
 Bid Check Form  
 Bids Due: February 15, 2023 at 10:00 am



Contractor	Attended Mandatory PreBid Meeting	Addenda Acknowledge	Bid Bond	Signed Bid Form	Bid
Dale E Percy	Yes	Yes	Yes	Yes	\$326,000.00
DeBisschop Excavating	Yes	Yes	Yes	Yes	\$265,600.00
Kingsbury Co.	Yes	Yes	Yes	Yes	\$379,000.00
J Hutchins	Yes	Yes	Yes	Yes	\$383,100.00
<i>Blow &amp; Cote</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>\$223,485.00</i>

Note: All bids were submitted prior to the deadline - no discrepancies noted.

Town of Waitsfield  
 East Warren Road Improvements  
 Bid Tabulation  
 Bids Due: February 15, 2023



Bid Item	Description	Unit	Est. Qty	East Engineering Estimate		Dale E Percy		DeBisschop Excavating		Kingsbury		J Hutchins		Blow & Cote		Contractor Average	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.0	E. Warren Road Improvements	LS	1	\$200,000.00	\$200,000.00	\$303,000.00	\$303,000.00	\$241,600.00	\$241,600.00	\$344,000.00	\$344,000.00	\$362,500.00	\$362,500.00	\$196,485.00	\$196,485.00	\$289,517.00	\$289,517.00
2.0	Contingent Pay Items																
2.1	Replacement Culvert Backfill	CY	400	\$50.00	\$20,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$75.00	\$30,000.00	\$40.00	\$16,000.00	\$55.00	\$22,000.00	\$52.00	\$20,800.00
2.2	Ledge/Rock Removal	CY	20	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$300.00	\$6,000.00	\$250.00	\$5,000.00	\$230.00	\$4,600.00	\$250.00	\$5,000.00	\$256.00	\$5,120.00
<b>Total Bid Price (1.0, 2.1, 2.2)</b>					<b>\$225,000.00</b>		<b>\$326,000.00</b>		<b>\$265,600.00</b>		<b>\$379,000.00</b>		<b>\$383,100.00</b>		<b>\$223,485.00</b>		<b>\$315,437.00</b>

Low Bidder

The information tabulated above accurately reflects bids received by the Town of Waitsfield on February 15,

Tyler Billingsley 2/15/2023  
 Tyler Billingsley, PE Date  
 East Engineering, PLC  
 Engineer representing the Town of Waitsfield



Notes:  
 None. All bids submitted on-time and without discrepancies.

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Waitsfield (Owner) and Blow & Cote, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

### 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  1. This Contract.
  2. Performance bond.
  3. Payment bond.
  4. Specifications listed in the Table of Contents.
  5. Drawings as listed on the Drawing Sheet Index.
  6. Addenda.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is **East Engineering, PLC**.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed within **60** days after the Effective Date of the Contract and completed and ready for final payment within **75** days after the Effective Date



of the Contract. Maximum road closure duration is 21 days and closure to take place between June 19 to August 11 (school summer break).

- 4.02 Liquidated Damages
  - A. Not used.

**ARTICLE 5 - CONTRACT PRICE**

- 5.01 Payment
  - A. Owner shall pay Contractor in accordance with the Contract Documents at the following prices for Work completed:

Item No.	Description	Unit	Quantity	Bid Amount
1.0	East Warren Road Improvements	LS	1	\$196,485.00
2.0	Contingent Pay Items			
2.1	Replacement Culvert Backfill	CY	400	\$22,000.00 (\$55.00/CY)
2.2	Rock/Ledge Removal	CY	20	\$5,000.00 (\$250.00/CY)

**ARTICLE 6 - BONDS AND INSURANCE**

- 6.01 Bonds
  - A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located.

- 6.02 Insurance
  - A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located.

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>

Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
c. Automobile Liability herein:	
Combined Single Limit of:	\$ 1,000,000

**ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall at all times maintain good discipline and order at the Site.

7.02 Services, Materials, and Equipment

- A. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.03 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

7.06 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

7.07 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.08 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.

### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

### **ARTICLE 10 - CHANGES IN THE WORK**

#### 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

#### 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

### **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.01 Not used.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

### **14.01 Final Inspection**

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### **14.02 Final Payment**

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

## **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

### **15.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

### **15.02 Owner May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

**ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

**ARTICLE 17 - MISCELLANEOUS**

17.01 Not Used.

WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
Town of Waitsfield

\_\_\_\_\_  
Blow & Cote, Inc.

By: \_\_\_\_\_



By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_



Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**GENERAL NOTES**

1. TO CLARIFY THE PLANS, ALL EXISTING SITE FEATURES ARE SHOWN IN lowercase LETTERS AND ALL PROPOSED IMPROVEMENTS ARE SHOWN IN CAPITAL LETTERS.
2. THIS PLAN SHOWS APPROXIMATE SITE FEATURES, UTILITIES, TAX MAP BOUNDARY LINES, BUILDINGS, AND OTHER SITE FEATURES. INFORMATION IS BASED ON INFORMATION FROM THE VERMONT GEODATA PORTAL, OWNER, AND SURVEY INFORMATION COLLECTED BY EAST ENGINEERING. THIS IS NOT A BOUNDARY SURVEY.
3. TECHNICAL SPECIFICATIONS ACCOMPANY THE PLANS AND ARE ESSENTIAL FOR CONSTRUCTION. UNLESS OTHERWISE NOTED, THE VERMONT AGENCY OF TRANSPORTATION (VTRANS) 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL BE FOLLOWED. CONTRACTOR FIELD PERSONNEL SHALL HAVE THE PLANS, SPECIFICATIONS, AND BID DOCUMENTS IN THE FIELD DURING CONSTRUCTION.

**CONSTRUCTION NOTES**

1. ALL SITE SAFETY, SECURITY, MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL OSHA/VOSHA RULES AND REGULATIONS SHALL BE ADHERED TO AT ALL TIMES. AT THE END OF EACH WORKING DAY, CONTRACTOR SHALL SECURE ALL EQUIPMENT, MATERIALS, AND FACILITIES. ALL OPEN EXCAVATIONS SHALL BE BARRICADED, FENCED, PLATED, COVERED OR TEMPORARILY BACKFILLED.
2. ALL APPLICABLE PERMITTING CONDITIONS AND REGULATIONS SHALL BE MAINTAINED BY THE CONTRACTOR.
3. STREAM BYPASS MEASURES SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. NO TURBID WATER SHALL BE DISCHARGED TO RECEIVING WATERS. ALL TURBID WATER SHALL BE DISCHARGED TO AN UPLAND LOCATION INTO EROSION PROTECTION AND SEDIMENT CONTROL DEVICES. IF TURBID WATER IS FOUND LEAVING THE SITE, CONTRACTOR SHALL CEASE CONSTRUCTION ACTIVITIES AND PROVIDE A SOLUTION. DAMAGE TO SITE (CONCRETE, EROSION, ETC.) DUE TO WASHOUTS SHALL BE REMEDIATED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

**SCOPE NARRATIVE AND SPECIFICATIONS**

1. GENERAL SCOPE AND SPECIFICATIONS:
  - 1.1. MOBILIZE, INSTALL TEMPORARY STREAM BYPASS/DEWATERING, CLEAR/GRUB AS NEEDED, REMOVE EXISTING CULVERT, EXCAVATE AND PREPARE CULVERT AREA, INSTALL CULVERT AND ASSOCIATED COMPONENTS, BACKFILL SITE, INSTALL STONE ARMOR, RECONSTRUCT ROADWAY, PLACE GUARDRAILS AND END TREATMENTS, REMOVE TEMPORARY BYPASS, RESTORE/STABILIZE SITE. SPECIFICATIONS: ALL WORK SHALL ADHERE TO THE 2018 VTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION, UNLESS OTHERWISE NOTED OR APPROVED IN WRITING FROM THE ENGINEER.

**EXISTING LEGEND :**

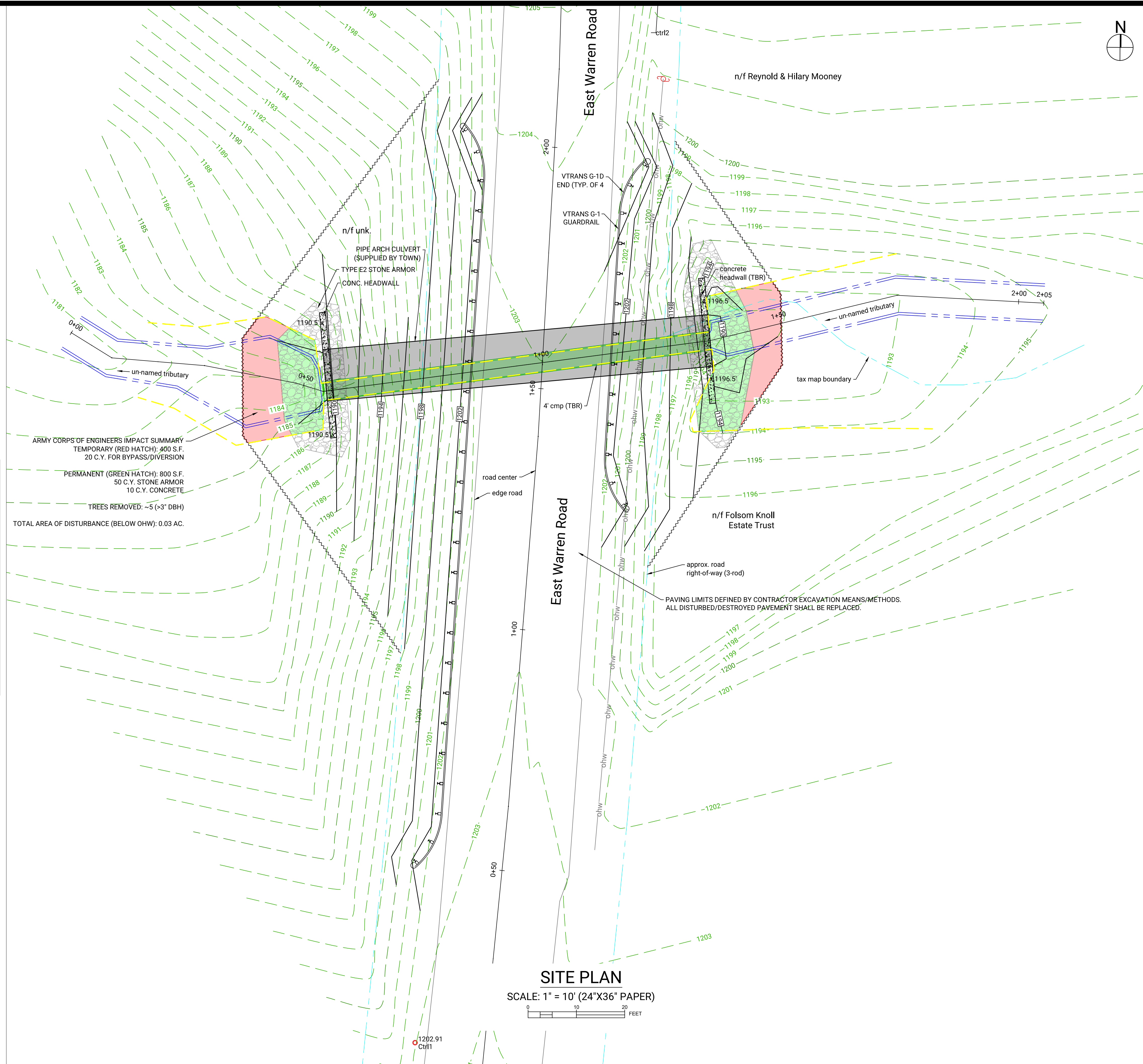
- ohw — overhead wires
- utility pole
- road right-of-way (3-rod)
- guardrail
- elevation contour
- edge of water
- ACOE ohw
- ACOE temporary impacts
- ACOE permanent impacts

**ABBREVIATIONS:**

- |        |   |
|--------|---|
| TYP    | TYPICAL                                   |
| TEMP   | TEMPORARY                                 |
| MIN    | MINIMUM                                   |
| MAX    | MAXIMUM                                   |
| TBR    | TO BE REMOVED                             |
| TBA    | TO BE ABANDONED                           |
| APPROX | APPROXIMATE                               |
| EL     | ELEVATION                                 |
| ROW    | RIGHT-OF-WAY                              |
| CTRL   | CONTROL POINT                             |
| NTS    | NOT TO SCALE                              |
| N/F    | NOW OR FORMERLY                           |
| HDPE   | HD POLYETHYLENE                           |
| CONC   | CONCRETE                                  |
| DJ     | DUCTILE IRON                              |
| PVC    | POLYVINYL CHLORIDE                        |
| CMP    | CORRUGATED METAL PIPE                     |
| VTRANS | VERMONT AGENCY OF TRANSPORTATION          |
| MUTCD  | MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES |

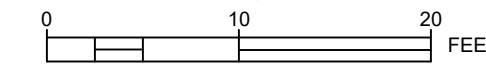
**PROPOSED LEGEND :**

- EASEMENT
- PROPOSED CONTOUR
- STONE ARMORING
- CULVERT
- CONCRETE

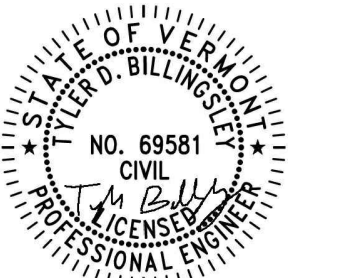


**SITE PLAN**

SCALE: 1" = 10' (24"X36" PAPER)



HINESBURG, VERMONT 05461  
(802) 989-6686  
WWW.EASTENGINEERINGPLC.COM



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**OWNER:**  
**TOWN OF WAITSFIELD**  
4144 MAIN STREET  
WAITSFIELD, VT 05673  
802-496-2218

**PROJECT:**  
**EAST WARREN ROAD IMPROVEMENTS**

**ISSUED FOR:**  
**BID & CONSTRUCTION**

**ISSUED DATE:**  
2021-12-03

**PROJ. #:** 062-02

**REVISIONS**

#	BY:	DATE:

**SITE PLAN**

**DRAWING NO:**  
**C-1.0**





# TOWN OF WAITSFIELD

## General Government

**Consists of:** *Town Meeting, Legal and Auditing, Town Office Operations, Town Clerk/Treasurer, Selectboard, Planning and Zoning, Listers, Delinquent Tax Collector, Conservation Commission, Employee Benefits, Public Safety, Dues and Assessments, Special Appropriations, Miscellaneous, and Wait House.*

**Total FY24 Budget (all categories included in General Government):** \$1,094,579

<b>Election &amp; Town Meeting</b>	<b>Page 19, lines 1-3</b>	<b>-\$2,500</b>	<b>-41.7%</b>
<i>Election Expense</i>	<i>p.19; line 2</i>	<i>FY24 = \$500 (-\$2,500)</i>	
FY24 Budget	<p>These are the anticipated election expenses for FY24. There is only one anticipated election in FY24 compared to multiple in years past.</p> <p><u>Prior fiscal year notes:</u> There are three anticipated elections during the fiscal year (FY23).</p>		
<i>Town Report</i>	<i>p.19, line 2</i>	<i>FY24 = \$1,500 (\$0)</i>	
FY24 Budget	<p>Paper prices are still rising and the 2022 Town Report was again printed as a smaller size (5.5" x 8"). This line remains level as the anticipated number of reports to be ordered has gone down.</p> <p><u>Prior fiscal year notes:</u> The line had been decreasing, reflecting the reduced size of reports (with page numbers) and reduced number printed (765 copies). Due to the paper shortage in 2021/2022, the price of 8.5" x 11" reports has gone up significantly. The 2021 Town Report was again printed as a smaller size (5.5" x 8") and prices are anticipated to still go slightly up in FY24.</p>		
<i>Ballot Clerks</i>	<i>p.19, line 3</i>	<i>FY24 = \$1,500 (\$0)</i>	
FY24 Budget	<p>To pay for assistance at elections.</p> <p><u>Prior fiscal year notes:</u> To pay for assistance at elections.</p>		

<b>Legal &amp; Auditing</b>	<b>p.19; lines 4-6</b>	<b>+\$1,300</b>	<b>+3.9%</b>
<i>Legal</i>	<i>p.19; line 4</i>	<i>FY24 = \$16,000 (\$0)</i>	
FY24 Budget	<p>The legal line has been kept level to stay in line with predicted FY23 actuals and FY24 needs.</p> <p><u>Prior fiscal year notes:</u> Legal costs are hard to predict, as they can be altered by what does or does not happen in a given fiscal year. The slight increase better matches predicted FY22 actuals and FY23 needs.</p>		

<i>Auditing</i>	<i>p.19; line 5</i>	<i>FY24 = \$19,000 (+\$1,300)</i>	
FY24 Budget	<p>The slight increase is based on a quote received from Sullivan &amp; Powers out of Montpelier who the Town has used for its audit for the past number of years. The Town’s FY22 audit was again “clean”- meaning there were no significant findings or deficiencies.</p> <p><u>Prior fiscal year notes:</u> FY23 will be year two of the two-year extension of the audit contract with Sullivan Powers. The Town’s FY21 audit was again “clean” – meaning there were no findings or deficiencies.</p>		

<b>Town Office Operations</b>	<b>p.19; lines 7-21</b>	<b>+\$2,010</b>	<b>+2.1%</b>
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<i>Insurance and Bonds</i>	<i>p.19; line 8</i>	<i>FY24 = \$17,000 (\$0)</i>	
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FY24 Budget	<p>This is the property and casualty insurance for the Town’s general government activities. There are similar lines for property and casualty insurances in the budget sections for the Road and Fire Departments. The Town’s property and casualty insurance comes from the Property and Casualty Intermunicipal Fund (PACIF) operated by VLCT. The insurances run on a calendar year basis, so the amount budget includes six months at the rates in place now, and six months assuming an increase.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
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<i>Office Utilities</i>	<i>p.19; line 9</i>	<i>FY24 = \$5,000 (\$0)</i>	
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FY24 Budget	<p>This covers water and electricity for the Town Offices. The electricity costs are often offset by solar credits received for the array at the Highway Garage; in winter months when solar production is less and temperatures colder (forcing the Town’s heat exchange system – the unit that both heats and cools the building – to work harder and less efficiently) the Town will see electric bills for the building from Green Mountain Power.</p> <p>For water billing purposes, the Town is charged for a single ERU.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
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<i>Repairs &amp; Maintenance</i>	<i>p.19; line 10</i>	<i>FY24 = \$9,000 (\$0)</i>	
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FY24 Budget	<p>General repairs and maintenance. This has covered expenses related to the generator, the septic system, and other miscellaneous building needs (such as property maintenance).</p> <p><u>Prior fiscal year notes:</u> General repairs and maintenance. This has covered expenses related to the generator, the septic system, and other miscellaneous building needs (such as property maintenance). The increase more fully accounts for continued property maintenance costs and equipment issues.</p>		
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<i>Postage</i>	<i>p.19; line 11</i>	<i>FY24 = \$5,250 (\$0)</i>
FY24 Budget	<p>The Town has a postage machine with a lease covered under the Office Equipment line. This line covers the postage printed by that machine.</p> <p><u>Prior fiscal year notes:</u> Continued/expanded use of electronic means of distribution and delivery are anticipated, especially with the three elections in FY23 and mailed ballots (by request).</p>	
<i>Supplies</i>	<i>p.19; line 12</i>	<i>FY24 = \$7,000 (\$0)</i>
FY24 Budget	<p>For office supplies (pens, paper, pads, folders, binders, toilet paper, cleaning supplies, light bulbs, etc.).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Computer Services</i>	<i>p.19; line 13</i>	<i>FY24 = \$8,000 (+\$500)</i>
FY24 Budget	<p>For purchase of computers and/or software, and for technology support services (from a local vendor when/as needed). The slight increase reflects the need to consider an updated office printer lease or purchase.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Training</i>	<i>p.19; line 14</i>	<i>FY24 = \$750 (\$0)</i>
FY24 Budget	<p>For Town Office staff training. Staff looks for in-state, online, and cost-effective options. The slight increase in FY23 reflected training opportunities for new staff which has been retained in FY24.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Cleaning</i>	<i>p.19; line 15</i>	<i>FY24 = \$10,000 (+\$0)</i>
FY24 Budget	<p>The Town Office is cleaned twice per week on average; the new building is larger than the prior building and has different needs (the concrete floors need to be cleaned with a specific cleaner, for example). J&amp;J Cleaning Services is the Town’s vendor.</p> <p><u>Prior fiscal year notes:</u> The increase reflects a slight increase in cleaning fees in FY23.</p>	
<i>Equip. Maintenance &amp; Contracts</i>	<i>p.19; line 16</i>	<i>FY24 = \$15,000 (\$1,000)</i>
FY24 Budget	<p>Includes any equipment maintenance contracts, such as the elevator contract, printer/copier maintenance, sidewalk shoveling and de-icing, the NEMRC financial software, and so on. There are no anticipated changes to these contracts in FY24, however the line has been slightly increased to reflect some rising costs.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Telephone &amp; Internet</i>	<i>p.19; line 17</i>	<i>FY24 = \$5,320 (+\$210)</i>
FY24 Budget	<p>Telephone and internet service for the offices; provided by Waitsfield Telecom. The slight increase in FY24 is to better match projected actuals for FY23.</p>	

	<u>Prior fiscal year notes:</u> The slight increase reflects a slight increase in WIFI coverage in FY23.	
<i>Office Equipment</i>	<i>p.19; line 18</i>	<i>FY24 = \$4,000 (\$250)</i>
FY24 Budget	Covers office furniture and fixtures, equipment. The slight increase in FY24 is to keep up with anticipated rising costs.  <u>Prior fiscal year notes:</u> None	
<i>Public Notice Expense</i>	<i>p.19; line 19</i>	<i>FY24 = \$4,000 (\$0)</i>
FY24 Budget	For various legal and other ads (employment, tax due dates, public hearings, Town Meeting warning, job postings, etc.).  <u>Prior fiscal year notes:</u> None.	
<i>Special Services</i>	<i>p.19; line 20</i>	<i>FY24 = \$7,000 (\$0)</i>
FY24 Budget	This line primarily covers contracted engineering services which better enables the Town to plan, prepare, and evaluate infrastructure needs and development impacts. The services are available as needed, and the Town can still go out to bid for a larger project if needed.  <u>Prior fiscal year notes:</u> The FY21 pilot effort was successful, and assisted with a number of projects (such as the design and bid for redecking of the Floodwoods bridge). In FY22 these services were utilized to assist with the RFP drafting and associated inspection of the Big Eddy covered bridge repairs. With major culvert replacements planned for FY23, there will be continued need for these services.	

<b>Town Clerk/Treasurer</b>	<b>p.19; lines 22-25</b>	<b>+\$42,260</b>	<b>+50%</b>
<i>Salaries</i>	<i>p.19; line 23</i>	<i>FY24 = \$125,112 (+\$42,260)</i>	
FY24 Budget	The Town hired a new Treasurer/Grant Administrator in FY23. The position, which was previously part-time (3 days a week), has been increased to full-time (5 days, 40 hrs./week), and expanded to include additional responsibilities and a higher wage. The difference in FY23 is being covered through the use of ARPA funds. Beginning in FY24, a portion of the expanded salary will be covered by the town water commission in exchange for financial and administrative support.  Along with this increase, the FY24 budget includes a 15% salary increase for the Town Clerk (and other office staff). This is an effort to maintain competitive wages and keep up with inflation.  <u>Prior fiscal year notes:</u> The clerk and treasurer each serve as one another’s assistant, ensuring coverage of both sets of duties at all times. The clerk’s work week is 34 hours; the treasurer’s work week is 23.5 hours. The Town has been hiring for a Treasurer since Sandy Gallup’s retirement in June 2021 (although she has graciously still been helping during the interim). The increase reflects a 4% increase to salaries across all departments in FY23.		

*FY24 Budget “Script”  
For Town Meeting 2023*

<i>Borrowing Interest</i>	<i>p.19; line 24</i>	<i>FY24 = \$250 (\$0)</i>
FY24 Budget	Any interest on short-term borrowing that is not listed with the debt or item itself. The unassigned fund balance negates much of the need for short-term borrowing (such as a tax anticipation note to bridge the gap between the fiscal year’s start and funds received from the first tax installment).	
	<u>Prior fiscal year notes:</u> None.	

<b>Selectboard</b>	<b>p.19-20; lines 26-34</b>	<b>+\$13,231</b>	<b>17.2%</b>
<i>Selectboard Reimbursement</i>	<i>p.19; line 27</i>	<i>FY24 = \$3,250 (\$0)</i>	
FY24 Budget	The chair receives \$750 for the year, the other four members receive \$625 for the year.		
	<u>Prior fiscal year notes:</u> None.		
<i>Town Website</i>	<i>p.19; line 28</i>	<i>FY24 = \$3,000 (+\$2,250)</i>	
FY24 Budget	The Town’s current website is in need of an update. Staff has received three quotes from a variety of potential website hosts and intends to proceed with the update in FY23 using ARPA funds for the initial update. Annual web maintenance and hosting fees will raise slightly so this line has been increased accordingly. A new website will provide for more effective communication and increased transparency with the community. For the Town’s current website visit <a href="http://www.waitsfieldvt.us">www.waitsfieldvt.us</a> .		
	<u>Prior fiscal year notes:</u> None.		
<i>Town Admin. Salary</i>	<i>p.19; line 29</i>	<i>FY24 = \$81,122 (+\$10,851)</i>	
FY24 Budget	The increase is a result of the proposed 15% salary increase applied to all office staff in FY24. This is an effort to maintain competitive wages and keep up with inflation.		
	<u>Prior fiscal year notes:</u> The salary decrease in FY23 is a result of the hiring of a new Town Administrator in FY22 at a new rate. The 4% raise applied to all employees in all departments was added to the FY22 hiring rate which is reflected in this line.		
<i>Training</i>	<i>p.19; line 30</i>	<i>FY24 = \$500 (+\$0)</i>	
FY24 Budget	For the Board or Town Administrator. Examples include workshop offerings from VLCT.		
	<u>Prior fiscal year notes:</u> The FY23 increase will help cover additional training for the new Town Administrator and new Board members.		
<i>Mileage Reimbursement</i>	<i>p.20; line 31</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	For reimbursement of mileage; utilization has not justified budgeting an amount.		
	<u>Prior fiscal year notes:</u> None.		

<i>SB Recording Secretary</i>	<i>p.20; line 32</i>	<i>FY24 = \$2,400 (+\$400)</i>
FY24 Budget	<p>The recording secretary prepares the minutes of Selectboard meetings (regular and special). The recording secretary's rate is increasing in FY24 from \$18/hr. to \$20/hr. at about 50 hours average a quarter for all Town Boards and Commissions. The total is split 60/40 between this line and the PC/DRB Recording secretary line to match actuals.</p> <p><u>Prior fiscal year notes:</u> The FY23 reduction to the line better matches actual expenditures to date.</p>	
<i>Communications</i>	<i>p.20; line 33</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>There hasn't been use of this line for a number of fiscal years.</p> <p><u>Prior fiscal year notes:</u> None.</p>	

<b>Planning &amp; Zoning</b>	<b>p.20; lines 35-43</b>	<b>+\$11,125</b>	<b>+17.3%</b>
<i>PC/DRB Recording Secretary</i>	<i>p.20; line 36</i>	<i>FY24 = \$1,600 (+\$775)</i>	
FY24 Budget	<p>The recording secretary prepares the minutes of DRB and Planning Commission meetings (regular and special). The recording secretary's rate is increasing in FY24 from \$18/hr. to \$20/hr. at about 50 hours average a quarter for all Town Boards and Commissions. The total is split 60/40 between this line and the PC/DRB Recording secretary line to match actuals.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Special Planning Projects</i>	<i>p.20; line 37</i>	<i>FY24 = \$8,000 (\$2,000)</i>	
FY24 Budget	<p>This allows the PZA and Planning Commission to access outside services for continued work on zoning bylaw modernization/updates, housing policy, wetlands planning, Irasville master planning, and any work that may be necessary for wastewater planning.</p> <p><u>Prior fiscal year notes:</u> The FY23 increase is budgeted to cover the 10% match required for a Bylaw Modernization Grant awarded to the Planning Commission for zoning bylaw updates in FY23.</p>		
<i>Town Plan</i>	<i>p.20; line 38</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	<p>The Town Plan was adopted for a five-year period in FY18. There is no need for specific funding for the Town Plan at this time; Special Planning Project funds would also be available if needed.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Salaries</i>	<i>p.20; line 39</i>	<i>FY24 = \$64,019 (+\$8,350)</i>	
FY24 Budget	<p>The increase is a result of the proposed 15% salary increase applied to all office staff in FY24. This is an effort to maintain competitive wages and keep up with inflation.</p>		

	<u>Prior fiscal year notes:</u> The FY23 increase reflects a 4% increase in salaries for all employees across all departments. The increase in FY22 was tied to an increase in hours for the Planning and Zoning Administrator, 32 hours per week to 40 hours and included a 2.0% increase as well.	
<i>Training</i>	<i>p.20; line 40</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	For land use and zoning trainings put on by VLCT, the Vermont Agency of Natural Resources, and others.  <u>Prior fiscal year notes:</u> None.	
<i>Computer Equipment/Service</i>	<i>p.20; line 41</i>	<i>FY24 = \$1,250 (\$0)</i>
FY24 Budget	For computer repair and maintenance and software purchase and maintenance, such as the permit database. The Town is (still) looking to add its own GIS/mapping capabilities, as well.  <u>Prior fiscal year notes:</u> None.	
<i>Mileage Reimbursement</i>	<i>p.20; line 42</i>	<i>FY24 = \$250 (\$0)</i>
FY24 Budget	The mileage is generally in Town, as the PZA performs inspections, compliance checks, or other tasks related to the position.  <u>Prior fiscal year notes:</u> None.	

<b>Board of Listers</b>	<b>p.20; lines 44-50</b>	<b>+\$1,500</b>	<b>+5.4%</b>
<i>Assessor Services</i>	<i>p.20; line 45</i>	<i>FY24 = \$23,000 (+\$500)</i>	
FY24 Budget	The Town contracts for service with Vermont Municipal Assessors; there is usually someone in the office one day per week (generally Wednesday). This line reflects a slight increase to better account for actuals.  <u>Prior fiscal year notes:</u> None.		
<i>Computer Equipment/Service</i>	<i>p.20; line 46</i>	<i>FY24 = \$3,250 (+\$1,000)</i>	
FY24 Budget	For computer and software needs specific to assessing services. This includes the listers' annual share (50%) of the Arc GIS software project, which makes tax maps and property tax cards accessible on-line (through the Town's website). The slight increase reflects the need to budget for an add-on package to NEMRC to better merge with the State's new cloud based grand list software.  <u>Prior fiscal year notes:</u> None.		
<i>Property Map Maintenance</i>	<i>p.20; line 47</i>	<i>FY24 = \$1,750 (\$0)</i>	
FY24 Budget	The Town has an outside vendor (CAI Technologies of Littleton, NH) prepare and update its tax maps on an annual basis.		

	<u>Prior fiscal year notes:</u> The outside vendor began in FY19; the service was paid from this line.	
<i>Training and Meetings</i>	<i>p.20; line 48</i>	<i>FY24 = \$200 (\$0)</i>
FY24 Budget	For training and meetings, such as those organized by the Vermont Association of Listers and Assessors, VLCT, the State Division of Property Valuation and Review, and others.  <u>Prior fiscal year notes:</u> None.	
<i>Professional Services</i>	<i>p.20; line 49</i>	<i>FY24 = \$1,000 (\$0)</i>
FY24 Budget	For specialized assessment services and support for projects that may be unique and/or are more difficult to assess.  <u>Prior fiscal year notes:</u> Created for FY20; there's been no utilization of the funds to date.	

<b>Delinquent Tax Collector</b>	<b>p.20; lines 51-53</b>	<b>-\$1,500</b>	<b>-10.0%</b>
<i>Collector Fees</i>	<i>p.21; line 55</i>	<i>FY24 = \$15,000 (\$0)</i>	
FY24 Budget	The Collector's fees are offset (generally) by the delinquent tax payments (penalties and interest) shown on lines 3 and 4 of the revenue detail (page 29). This line has been slightly decreased to better match actuals.  <u>Prior fiscal year notes:</u> No changes.		

<b>Conservation Commission</b>	<b>p.20; lines 54-56</b>	<b>+/- \$0</b>	<b>+/- 0%</b>
<i>Conservation Special Projects</i>	<i>p.20; line 55</i>	<i>FY24 = \$5,000 (\$0)</i>	
FY24 Budget	This money is separate from the Conservation Commission reserve funds and is used only for projects or initiatives within the fiscal year. The Conservation Commission has requested level funding for FY24.  <u>Prior fiscal year notes:</u> The increase in FY23 is based on a request from the Conservation Commission for additional funds to complete projects in FY23.		

<b>Employee Benefits</b>	<b>p.22-23; lines 137-148</b>	<b>+\$75,434</b>	<b>+43.5%</b>
<i>FICA/Medicare</i>	<i>p.22; line 138</i>	<i>FY24 = \$41,332 (+\$11,620)</i>	
FY24 Budget	The increase in FY24 is a result of the increase in Treasurer hours and salaries across the board in both FY23 (Road Crew raises) and proposed in FY24. This percentage of an increase in salaries and associated benefits is not expected in coming fiscal years.		

	<u>Prior fiscal year notes:</u> The Town combined FICA and Medicare in to a single line for FY21 to better align with current practice.	
<i>Medicare</i>	<i>p.22; line 139</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	See above; eventually this line will be removed from the budget entirely.  <u>Prior fiscal year notes:</u> None.	
<i>VMERS (Retirement)</i>	<i>p.23; line 140</i>	<i>FY24 = \$36,470 (+\$10,253)</i>
FY24 Budget	<p>This is the employer's share of contributions to the Vermont Municipal Employee's Retirement System (VMERS). Unlike the state employee and state teacher's systems, VMERS does not rely on legislative action for funding (and is in good fiscal health). Rates are set by a VMERS Board of Directors, staffed by personnel working in the State Treasurer's office.</p> <p>The increase in FY24 is a result of the increase in Treasurer hours and salaries across the board in both FY23 (Road Crew raises) and proposed in FY24. This percentage of an increase in salaries and associated benefits is not expected in coming fiscal years.</p> <p><u>Prior fiscal year notes:</u> Rates increased in FY23 for employer and employee alike. The employee rates, paid via withholding, jump from 5.375% to 5.625%. The employer rates (what this line represents) jump from 6.0% to 6.25%.</p>	
<i>Unemployment</i>	<i>p.23; line 141</i>	<i>FY24 = \$800 (\$0)</i>
FY24 Budget	<p>The Town's contribution towards unemployment insurance; The Town gets its unemployment through VLCT's VERB entity, a municipal insurance pool.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Worker's Compensation</i>	<i>p.23; line 142</i>	<i>FY24 = \$15,244 (+1,224)</i>
FY24 Budget	<p>The Town participates in a municipal insurance pool, operated through VLCT. The budget includes six months of actual rates and six months of projected rates. The worker's compensation contribution for volunteer firefighters is included in the Insurance line in the Fire Department budget (line 151; page 24).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Health Insurance</i>	<i>p.23; line 143</i>	<i>FY24 = \$116,685 (+\$24,602)</i>
FY24 Budget	<p>Health Insurance rates have gone up from FY23 to FY24. The Town previously used MVP Health, whose rates were competitively lower than the alternative, Blue Cross Blue Shield of Vermont. For 2023, MVP increased its rates significantly and the Town has switched back to Blue Cross Blue Shield of VT.</p> <p>The calculation includes six months under calendar year 2023 and six months with an assumed 7.5% increase in premiums for calendar year 2024. The</p>	



	<p>budget also includes six months of an additional family plan in the event that employee mix or coverage changes at the beginning of the calendar year.</p> <p>The premium contributions from employees proposed for FY24, which are unchanged from current or prior fiscal years, are:</p> <ul style="list-style-type: none"> <li>• Single = 5.0%</li> <li>• Two-person and Parent with Child(ren) = 6.0%</li> <li>• Family = 15.0%</li> </ul> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Life and Disability</i>	<i>p.23; line 144</i>	<i>FY24 = \$4,000 (+\$412)</i>	
FY24 Budget	<p>Long-term disability insurance through Lincoln Financial (and, by extension, through VLCT).</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Vision</i>	<i>p.23; line 145</i>	<i>FY24 = \$1,500 (\$850)</i>	
FY24 Budget	<p>Vision insurance for employees, FY24 rates have increased slightly.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Dental</i>	<i>p.23; line 146</i>	<i>FY24 = \$3,558 (-\$2,916)</i>	
FY24 Budget	<p>The Town was able to begin providing dental coverage to full time employees in FY23 through Northeast Delta Dental. The rate available through Delta Dental, through assistance from VLCT, was less than originally budgeted in FY23 and has been adjusted accordingly.</p> <p><u>Prior fiscal year notes:</u> Dental coverage is the most often requested benefit the Town does not currently provide. The proposed plan being considered would be provided through the MRVCC which will require the Town to become a member of the chamber.</p>		
<i>4<sup>th</sup> Road Crew Benefits [NEW FY24]</i>	<i>p.23; line 147</i>	<i>FY24 = \$29,338 (+\$29,338)</i>	
FY24 Budget	<p>The FY24 proposed budget includes the addition of a 4<sup>th</sup> Road Crew member. This is something the Road Department have advocated for a number of years and with the ending of the contract to plow sidewalks (an annual cost of ~\$30,000), the Selectboard finds that FY24 is an appropriate time to consider this addition and take a number of these projects in house. The Road Department budget (line 61) includes the proposed salary for a new Road Crew member, budgeted for ¾ of the fiscal year with an intended hiring date of October 2023. This line reflects the benefits associated with that position, primarily health insurance (budgeted as a full family plan under the current BCBS rates).</p> <p><u>Prior fiscal year notes:</u> This is a new line in FY24</p>		

<b>Public Safety</b>	<b>p.24; lines 175-189</b>	<b>+\$5,297</b>	<b>+7.8%</b>



<i>Sheriff's Dept. Billing</i>	<i>p.24; line 176</i>	<i>FY24 = \$31,200 (+\$6,200)</i>
FY24 Budget	<p>The Sheriff's Department mainly provides traffic and speed enforcement services to the Town. This line has increased as a result of the Washington County Sheriff's hourly rate increasing from \$37/hr. to \$60/hr. starting in FY24. The anticipated number of hours the Sheriff will patrol will likely be slightly decreased with the appointment of a constable.</p> <p><u>Prior fiscal year notes:</u> This line has been slightly decreased in FY23 to reflect a shift to a local constable which should help reduce the number of sheriff department calls anticipated.</p>	
<i>Dog Warden (Salary and Fees)</i>	<i>p.24; line 177</i>	<i>FY24 = \$775 (+\$25)</i>
FY24 Budget	<p>The salary for the Town's dog warden, who is appointed by the Selectboard.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Dog Pound Fees</i>	<i>p.24; line 178</i>	<i>FY24 = \$150 (\$0)</i>
FY24 Budget	<p>Fees to cover impoundment of dogs, if and when needed (such as during a vicious dog hearings/investigations).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Emergency Management</i>	<i>p.24; line 179</i>	<i>FY24 = \$1,200 (\$0)</i>
FY24 Budget	<p>Emergency management planning and preparation. This includes the fees for the storage unit that stores the Town's emergency management supplies.</p> <p><u>Prior fiscal year notes:</u> The slight increase in FY23 is a reflection of an increase in storage unit fees.</p>	
<i>Fire Warden</i>	<i>p.24; line 180</i>	<i>FY24 = \$250 (\$0)</i>
FY24 Budget	<p>The fire warden generally issues burn permits.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Fire Hydrant Maintenance</i>	<i>p.24; line 181</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>As part of the Selectboard's 2018/19 MOU with the Water Commission, this expense is the responsibility of the Water Commission.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Fire Protection Contribution</i>	<i>p.24; line 182</i>	<i>FY24 = \$25,960 (-\$1,680)</i>
FY24 Budget	<p>The Fire Protection Contribution helps pay for the hydrant system throughout the water service area.</p> <p>The fee is based on a blend of the percentage of construction costs of the water system and equivalent residential units (ERUs). The percentage of construction costs for fire protection (21% of the cost of construction) when</p>	

	<p>expressed as a number of ERUs creates a system share of approximately 44 ERUs. That number (44 ERUs) is then multiplied by the water rates as adopted by the Water Commission, and creates the following formula: 44 ERUs X \$590 (the estimated rate for FY24) = \$25,960</p> <p>The Town has not purchased 44 ERUs.</p> <p><u>Prior fiscal year notes:</u> FY19 was the first year of the contribution.</p>	
<i>Generator Expense</i>	<i>p.24; line 183</i>	<i>FY24 = \$1,000 (+\$100)</i>
FY24 Budget	<p>This covers the expenses for the generator located between the school and Wait House. Brookfield Service generally provides maintenance and repair services.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Insurance</i>	<i>p.24; line 184</i>	<i>FY24 = \$2,227 (+\$127)</i>
FY24 Budget	<p>For property and casualty insurance for public safety; the Town receives a charge as part of its bill from VLCT PACIF (as do all towns, regardless of whether or not there is a local police presence [police department, constable, etc.]).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Miscellaneous</i>	<i>p.24; line 185</i>	<i>FY24 = \$250 (\$0)</i>
FY24 Budget	<p>Additional funds to assist in the performance of emergency management or health officer duties.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Training</i>	<i>p.24; line 186</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	<p>For Town Health Officer training.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Town Health Officer</i>	<i>p.24; line 187</i>	<i>FY24 = \$775 (+\$25)</i>
FY24 Budget	<p>The annual stipend for Town Health Officer (currently Fred Messer).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Constable</i>	<i>p.24; line 188</i>	<i>FY24 = \$8,500 (+\$500)</i>
FY24 Budget	<p>To cover the cost of a local constable including patrol hours at \$15/hr., 5 hours a week, mileage reimbursement, training, and equipment as needed.</p> <p><u>Prior fiscal year notes:</u> To support the creation of a Waitsfield constable in FY23. There is a potential to cost share with another Town including ensuring that the constable has the required training and annual certifications.</p>	

*FY24 Budget “Script”  
For Town Meeting 2023*

<b>Dues and Assessments</b>	<b>p.24; lines 190-200</b>	<b>+\$5,357</b>	<b>+2.5%</b>
<i>Central VT Regional Planning Commission</i>	<i>p.24; line 191</i>	<i>FY24 = \$2,455 (+\$2)</i>	
FY24 Budget	The Town’s annual dues.  <u>Prior fiscal year notes:</u> None.		
<i>Joslin Memorial Library</i>	<i>p.24; line 192</i>	<i>FY24 = \$68,193 (+\$3,312)</i>	
FY24 Budget	The Town of Waitsfield’s contribution toward the library based on their approved annual budget.  <u>Prior fiscal year notes:</u> None.		
<i>Mad River Resource Management Alliance</i>	<i>p.24; line 193</i>	<i>FY24 = \$12,776 (\$372)</i>	
FY24 Budget	The Town’s annual dues.  <u>Prior fiscal year notes:</u> None.		
<i>MRV Planning District</i>	<i>p.24; line 194</i>	<i>FY24 = \$45,317 (+\$180)</i>	
FY24 Budget	The Town’s annual dues.  <u>Prior fiscal year notes:</u> None.		
<i>MRV Recreation District</i>	<i>p.24; line 195</i>	<i>FY24 = \$40,000 (\$10,000)</i>	
FY24 Budget	The Town’s annual dues and support for the District. The additional \$10,000 (bringing the total budget line to \$40,000) was approved by voters on the Town Meeting ballot in 2023 as a separate article.  <u>Prior fiscal year notes:</u> The MRV Recreation District asked each town to contribute an additional \$10,000 annually in FY23 was approved by the voters.		
<i>VLCT</i>	<i>p.24; line 196</i>	<i>FY24 = \$3,529 (\$117)</i>	
FY24 Budget	The Town’s annual dues.  <u>Prior fiscal year notes:</u> None.		
<i>Washington County Tax</i>	<i>p.24; line 197</i>	<i>FY24 = \$32,651 (+\$1,273)</i>	
FY24 Budget	The Town’s county tax levy.  <u>Prior fiscal year notes:</u> None.		
<i>Green Mountain Transit</i>	<i>p.24; line 198</i>	<i>FY24 = \$2,131 (+\$100)</i>	
FY24 Budget	To cover the Town’s match toward the Valley Floor transit services.  <u>Prior fiscal year notes:</u> This line was moved from Special Appropriations for FY21, and was increased at that time to make the Town’s full match towards the cost of the Valley Floor and other transit services.		

<i>MRVAS</i>	<i>p.24; line 199</i>	<i>FY24 = \$15,000 (\$0)</i>	
FY24 Budget	<p>Voters approved a contribution for FY21 from the floor at Town Meeting 2020; the request is embedded in the FY24 budget as it has been since FY21.</p> <p><u>Prior fiscal year notes:</u> See above.</p>		

<b>Special Appropriations</b>	<b>p.24-25; lines 201-231</b>	<b>\$0</b>	<b>+0%</b>
<i>Special Appropriations</i>	<i>p.24-25; lines 201-231</i>	<i>FY24 = \$22,470 (\$0)</i>	
FY24 Budget	<p>The Board adopted a policy in 2018 for agency and organization appropriation requests. The policy calls for the amount available to be 1.0% of the overall proposed expenditures for the fiscal year. The FY24 budget is at 0.8% of total expenditures.</p> <p>In total, 23 organizations would receive funding from the Town of Waitsfield in FY24.</p> <p><u>Prior fiscal year notes:</u> None</p>		

<b>Miscellaneous</b>	<b>p.25-26; lines 232-249</b>	<b>+\$13,830</b>	<b>+48.9%</b>
<i>Town Pond Maint.</i>	<i>p.25; line 233</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	<p>No plans for FY24 but this will be revisited and reviewed for FY25.</p> <p><u>Prior fiscal year notes:</u> For maintenance of the Town Pond, near the Big Picture Theater in Winter Park. The Board discussed removal of some of the vegetation growing in the pond in FY20. A rough-order-of-magnitude estimate for mechanical harvesting (less expensive chemical options were not considered) ranged from \$16,750 to more than \$49,000.</p>		
<i>Admin. Fees</i>	<i>p.25; line 234</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	<p>An old line that is captured elsewhere in the budget.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Maintenance of Parks</i>	<i>p.25; line 236</i>	<i>FY24 = \$9,500 (-\$5,500)</i>	
FY24 Budget	<p>This covers all of the Town's mowing and other parks-related costs. Two-year mowing contracts were awarded in 2023 (for the 2022 season and 2023 season) for mowing five separate Town owned parks/parcels. With the addition of a 4<sup>th</sup> Road Crew member, this mowing can be handled in-house with the beginning of the 2024 season which includes a few months of FY24 (~April to June), resulting in the proposed reduction of this line.</p> <p><u>Prior fiscal year notes:</u> This line previously covered the port-o-lets at Lareau Park and Bridge Street but that has been moved to line 236 to contribute to the Steward MRV program.</p>		

<i>Steward MRV</i>	<i>p.25; line 236</i>	<i>FY24 = \$7,500 (+\$2,500)</i>
FY24 Budget	<p>This line covers the Town’s contribution to the Steward MRV program which has helped cover a number of park maintenance items that the Town has previously not had the capacity to address. The program has run successfully for two years and the slight increase will allow Steward MRV to continue to enhance the services they provide.</p> <p><u>Prior fiscal year notes:</u> This line added to contribute to the Steward MRV program which has taken over park maintenance items that the Town was previously trying to cover. Additional contributions have been budgeted after the success of the FY22 pilot program in the summer of 2021.</p>	
<i>Trail Maintenance</i>	<i>p.25; line 237</i>	<i>FY24 = \$2,500 (\$0)</i>
FY24 Budget	<p>For the Mad River Path Association, to support its work.</p> <p><u>Prior fiscal year notes:</u> An extra \$1,000 was included in FY21 to assist with winter maintenance on the various paths, particularly those in Irasville.</p>	
<i>Solar Array Maintenance</i>	<i>p.25; line 238</i>	<i>FY24 = \$1,500 (\$0)</i>
FY24 Budget	<p>For maintenance needs for the solar array located on the site of the Highway Garage. This is another line that can be slightly decreased in the future if a 4<sup>th</sup> road crew is added to handle mowing in-house.</p> <p><u>Prior fiscal year notes:</u> The increase in FY22 was based on actual expenses and includes mowing around the panels two times per year (spring and fall) – a new expense for FY22 and beyond, but part of proper maintenance practices.</p>	
<i>Generator Expense</i>	<i>p.25; line 239</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>Expenses for the two generators have been incorporated into different lines. The generator at the Town Offices is paid for through the Town Office Operations section of the budget; the generator between the school, Wait House, and Fire Department is paid for through the Public Safety section of the budget. This line will eventually be eliminated.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Memberships and Dues</i>	<i>p.25; line 240</i>	<i>FY24 = \$100 (\$0)</i>
FY24 Budget	<p>VT Municipal Clerks and Treasurer’s association dues.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>WES Community Share</i>	<i>p.25; line 241</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>For years the Town provided a contribution to the school in an attempt to keep the education portion of the tax rate lower. The Community Share was phased out with the creation of the consolidated school district (HUUSD). This line will eventually go away.</p> <p><u>Prior fiscal year notes:</u> None.</p>	

*FY24 Budget “Script”  
For Town Meeting 2023*

<i>Cemetery Veteran’s Flags</i>	<i>p.25; line 242</i>	<i>FY24 = \$100 (\$0)</i>
FY24 Budget	For flags placed next to the graves of veterans buried in Waitsfield.  <u>Prior fiscal year notes:</u> None.	
<i>MRVTV Meeting Coverage</i>	<i>p.25; line 243</i>	<i>FY24 = \$3,400 (-\$170)</i>
FY24 Budget	For public access coverage of meetings, including the availability of meetings online.  <u>Prior fiscal year notes:</u> MRVTV requested a 5% increase for FY23. With all meetings of town boards and committees now hybrid (remote and in person) MRVTV continues to provide coverage of meetings.	
<i>Energy Efficiency Improvements</i>	<i>p.25; line 244</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	This line has not seen contributions in a number of years.  <u>Prior fiscal year notes:</u> None.	
<i>Tax Adjustments</i>	<i>p.25; line 245</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<u>Prior fiscal year notes:</u> None.	
<i>Affordable Housing Initiatives</i>	<i>p.25; line 246</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	No budget request was made by MRVHC to fund this position as part of the Waitsfield General Fund Operating Budget in FY24.  <u>Prior fiscal year notes:</u> No budget request was made by MRVHC to fund this position as part of the Waitsfield General Fund Operating Budget in FY23. This was warned as a separate article (Article 3) at Town Meeting 2021 requesting an appropriation of \$4,000 to support the efforts of the Affordable Housing Coalition. This article passed and the appropriation made to the MRVHC in FY22.	
<i>Other</i>	<i>p.26; line 247</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	The Town occasionally has smaller expenditures that do not fit into any of the other budgetary lines.  <u>Prior fiscal year notes:</u> None.	
<i>Cemetery Commission Contribution [NEW FY24]</i>	<i>p.26; line 248</i>	<i>FY24 = \$17,000 (+\$17,000)</i>
FY24 Budget	The Cemetery Commission’s operations are typically covered by income generated by the Cemetery Trust and supplemented by the Cemetery Commission’s own reserve. The cost basis of the trust has been impacted by the current financial climate and the Trustees are not confident that they will be able to adequately cover FY24 costs of the Cemetery Commission. The	

	<p>biggest cost that the commission carries is that of the sexton who oversees the care and management of the cemeteries. This line reflects the difference between what the commissions FY24 budgeted costs are and what the Trustees believe they’ll be able to contribute. In 2023, the Selectboard, Cemetery Trustees, and Cemetery Commission will work to develop an investment policy for future fiscal years.</p>
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<b>Wait House</b>	<b>p.26-27; lines 282-285</b>	<b>+\$11,500</b>	<b>+27.8%</b>
<i>Wait House Operations</i>	<i>p.27; line 283</i>	<i>FY24 = \$4,000 (\$0)</i>	
FY24 Budget	<p>Rent has failed to cover the building’s expenses since the Chamber of Commerce moved out, even with a full slate of tenants. The Historical Society’s use of the downstairs space and lack of rent deepen the operating funds challenge. The Town is paying an increasing share of operating costs.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Wait House Capital (transfer)</i>	<i>p.27; line 284</i>	<i>FY24 = \$7,500 (+\$2,500)</i>	
FY24 Budget	<p>The Selectboard has reviewed the recommendations made by the General Wait House Committee regarding long term building maintenance and management options and intends to pursue the creation of a General Wait House Committee in FY24 to take over long- and short-term planning or the Historic General Wait House. In FY23, staff and the Selectboard have been working with Preservation Trust of Vermont to explore opportunities for grant funding to make capital improvements to the General Wait House. These projects will likely require some type of match and the slight increase helps to fund this GWH reserve.</p> <p><u>Prior fiscal year notes:</u> None.</p>		



## TOWN OF WAITSFIELD

### Road Department

**Total FY24 Budget: \$590,356 (+\$80,275 or +15.7%)**

**Pages 20-22; lines 57-135**

Labor	p.20; lines 58-62	+\$72,315	+28.00%
<i>Salaries</i>	<i>p.20; line 59</i>	<i>FY24 = \$183,872 (+\$22,160)</i>	
FY24 Budget	<p>The increase reflects the FY23 salary increases that were not part of the original FY23 budget but were adjusted in April and May 2022 due to staffing changes in the Road Department. The hourly rate increased for all positions on the Road Crew with the appointment of a new Road Foreman and promotion of the remaining Road Maintainer and then hiring of a new Road Maintainer. The increases are more competitive in the 2022/23 employment market and allowed the Town to retain and recruit qualified staff. The FY24 budget also includes a proposed 4% salary increase applied to all Road Department employees.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Overtime</i>	<i>p.20; line 60</i>	<i>FY24 = \$22,984 (+\$2,770)</i>	
FY24 Budget	<p>The OT calculation assumes costs equivalent to 12.5% of salaries, a metric derived from actual overtime expenditures over a period of years. The type and time (both time of day and length of the event) of weather events ultimately drives and determines OT expenses. If a 4<sup>th</sup> Road Crew member is hired, it is anticipated that overtime should decrease slightly, however it will likely take a season to understand by how much given that the new employee will be taking on work not previously covered by the Town.</p> <p><u>Prior fiscal year notes:</u> The Town began to break out overtime expenses in FY20; prior to that it was included in the line for salaries.</p>		
<i>4<sup>th</sup> Road Crew [NEW FY24]</i>	<i>p.20; line 61</i>	<i>FY24 = \$47,385 (+\$47,385)</i>	
FY24 Budget	<p>The Road Department has been advocating for a 4<sup>th</sup> Road Crew member for a number of years. The catalyst for the proposed change in FY24 is Kingsbury Construction having notified the town of their intent to cancel their contract to plow the town's sidewalks. This currently costs the town \$29,000 a year. With the termination of this contract, the Town either has to put the sidewalk plowing back out to bid or determine how to bring this in-house. The town also currently bids out the mowing of multiple town properties, including the field behind the Town Office and the Common, which costs the Town about \$11,000 a year. The cost to hire a 4<sup>th</sup> Road Crew member in FY24 is \$47,385 for a salary for ¾ of the fiscal year (the plan is to hire in October) and \$29,338 in benefits (including retirement, FICA/Medicare contributions, and health insurance) (Line 147).</p>		



<b>Equipment Operations/Repairs</b>	<b>p.20-21; lines 63-97</b>	<b>+\$7,490</b>	<b>+8.00%</b>
<i>Road Department Insurance</i>	<i>p.20; line 64</i>	<i>FY24 = \$9,500 (\$0)</i>	
FY24 Budget	The Road Department's share of the property and casualty insurance provided through VLCT PACIF. Based on six months of premium costs plus an estimated additional six months.  <u>Prior fiscal year notes:</u> None		
<i>Gas [NEW FY24]</i>	<i>p.20; line 65</i>	<i>FY24 = \$3,000 (+\$3,000)</i>	
FY24 Budget	This is a new line in FY24, separated from the Oil, Grease, and Filters line that it used to be combined with. This line accounts for all vehicle and equipment fuel used during the year, not including Diesel fuel which has its own line (Line 67).  <u>Prior fiscal year notes:</u> None.		
<i>Oil, Grease, and Filters</i>	<i>p. 21; line 66</i>	<i>FY24 = \$5,000 (-\$2,500)</i>	
FY24 Budget	This line used to include gas as well but that has been broken out into its own line (Line 65), resulting in a slight decrease. This line covers the oil, grease, and filters for town road equipment.  <u>Prior fiscal year notes:</u> None.		
<i>Diesel</i>	<i>p.21; line 67</i>	<i>FY24 = \$30,000 (+\$5,000)</i>	
FY24 Budget	Diesel fuel for vehicles and heavy equipment. This line was slightly increased to keep up with inflation and unpredictability in the market.  <u>Prior fiscal year notes:</u> his was brought down by \$5,000 in FY23 to better match actual costs spent in FY22.		
<i>2013 International Dump Truck</i>	<i>p.21; line 68</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	The truck was replaced in FY21 and this line should be removed from the budget.  <u>Prior fiscal year notes:</u> None.		
<i>2020 International Dump Truck</i>	<i>p.21; line 69</i>	<i>FY24 = \$1,500 (-\$1,500)</i>	
FY24 Budget	For new tires, repairs, and maintenance on a single-axle dump truck that went into service in February 2021. The single-axle dump truck applies salt and maintains paved roads in winter.  <u>Prior fiscal year notes:</u> None.		

**FY24 Budget “Script”  
For Town Meeting 2023**

<b>2016 GMC Pick-up Truck</b>	<i>p.21; line 70</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	The truck was replaced in FY22 and this line should be removed from the budget.  <u>Prior fiscal year notes:</u> None.	
<b>2021 GMC 3500 Pick-up Truck [NEW]</b>	<i>p.21; line 71</i>	<i>FY24 = \$1,500 (\$0)</i>
FY24 Budget	This is the new pickup truck that replaced the 2016 GMC in FY23. This line covers annual maintenance and repairs as needed, as well as the annual vehicle inspection.	
<b>2010 Lo-Profile Truck</b>	<i>p.21; line 72</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	The “Lo-Pro” was replaced in FY19. This line will be removed in future fiscal years.  <u>Prior fiscal year notes:</u> None.	
<b>2018 HV Low-Pro Truck</b>	<i>p.21; line 73</i>	<i>FY24 = \$2,500 (+\$0)</i>
FY24 Budget	This line covers annual maintenance and repairs as needed, as well as the annual vehicle inspection.  <u>Prior fiscal year notes:</u> None.	
<b>1997 International Dump Truck</b>	<i>p.21; line 74</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	This was the Town’s chloride truck; this truck has been removed from service and disposed of. This line should be removed from the budget moving forward.  <u>Prior fiscal year notes:</u> None.	
<b>Ford Chloride Truck</b>	<i>p.21; line 75</i>	<i>FY24 = 1,500 (\$0)</i>
FY24 Budget	The Town re-purposed an old Fire Department pumper truck to serve as the chloride truck. This line covers annual repairs and maintenance.  <u>Prior fiscal year notes:</u> None.	
<b>2009 John Deere Loader</b>	<i>p.21; line 76</i>	<i>FY24 = \$3,000 (+\$1,500)</i>
FY24 Budget	For repairs and maintenance for the aging loader; replacement is currently scheduled for FY26. As the machine gets older, repairs will continue to cost more.  <u>Prior fiscal year notes:</u> None.	
<b>2015 Tandem (Dump Truck)</b>	<i>p.21; line 77</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	This truck was replaced in FY23 and this line should be removed from the budget moving forward.	

	<u>Prior fiscal year notes:</u> None.	
<b>2021 Tandem (Dump Truck) [NEW]</b>	<i>p.21; line 78</i>	<i>FY24 = \$1,500 (-\$3,500)</i>
	This line covers annual repairs and maintenance as needed, including the annual inspection.  <u>Prior fiscal year notes:</u> Four new tires and lights for the new dump truck budgeted for FY24.	
<b>1998 Galion Grader</b>	<i>p.21; line 79</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	The grader was replaced in FY22. This line should be removed from the budget moving forward.  <u>Prior fiscal year notes:</u> None.	
<b>2021 John Deere Grader</b>	<i>p.21; line 80</i>	<i>FY24 = \$1,500 (+\$1,000)</i>
	This line covers maintenance and repairs as needed.  <u>Prior fiscal year notes:</u> The grader is new, replaced in FY22 and lease-to-own over 5 years.	
<b>2008 Cat Backhoe</b>	<i>p.21; line 81</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	The backhoe was replaced in FY22. This line should be removed from the budget in future fiscal years.  <u>Prior fiscal year notes:</u> The backhoe was refurbished in FY19 using capital reserve funds.	
<b>2021 Cat Backhoe</b>	<i>p.21; line 82</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	The line covers general maintenance and repairs.  <u>Prior fiscal year notes:</u> The backhoe is new, replaced in FY22.	
<b>Roadside Mower</b>	<i>p.21; line 83</i>	<i>FY24 = \$3000(\$0)</i>
FY24 Budget	For annual repairs and maintenance.  <u>Prior fiscal year notes:</u> The carbon fiber window on the roadside mower needs to be replaced in FY23.	
<b>Steel Pole Saw/Chainsaw</b>	<i>p.21; line 84</i>	<i>FY24 = \$300 (\$0)</i>
FY24 Budget	For repairs and maintenance, such as blades or chains.  <u>Prior fiscal year notes:</u> None.	
<b>Garage Repairs</b>	<i>p.21; line 85</i>	<i>FY24 = \$2,500 (\$0)</i>
FY24 Budget	For fixes to the garage. The garage doors, tracks, and weather stripping are common areas of need due to the fact that the doors are of an insufficient width to easily and efficiently move the trucks and equipment in and out of the building.	

	<u>Prior fiscal year notes:</u> None.	
<i>Garage Trash Removal</i>	<i>p.21; line 86</i>	<i>FY24 = \$2,040 (\$340)</i>
FY24 Budget	The town switched to A&J Recycling in FY23, a local trash provider. The slight increase accounts for the potential of a slight increase in service costs.  <u>Prior fiscal year notes:</u> None.	
<i>Uniforms</i>	<i>p.21; line 87</i>	<i>FY24 = \$5,400 (\$900)</i>
FY24 Budget	Cintas is the uniform provider. Uniforms consist of sweatshirts, t-shirts, and other components. The service includes the cleaning of items (which is common for municipal road crews). The FY24 proposed budget also includes a boot allowance with enough to fund a new pair of boots per road crew member (\$300 a pair) annually.  <u>Prior fiscal year notes:</u> The line was increased slightly in FY22 to better reflect actuals.	
<i>Heat</i>	<i>p.21; line 88</i>	<i>FY24 = \$4,000 (\$0)</i>
FY24 Budget	The aging garage has always been difficult to heat effectively and efficiently; heating costs have increased due to inflation; however, the road crew has a new system for heating the garage with their wood stove. A FY23 and FY24 priority will be the completion of a garage scoping study to consider the reconstruction of the garage.  <u>Prior fiscal year notes:</u> This line was increased \$1,000 in FY19 in an initial attempt to better reflect actual costs.	
<i>Telephone</i>	<i>p.21; line 89</i>	<i>FY24 = \$2,600 (\$0)</i>
FY24 Budget	For telephone and internet at the Town garage and for the Road Foreman cellphone.  <u>Prior fiscal year notes:</u> The slight increase in FY23 is to better match actuals. The Town replaced pagers in FY20 with a smartphone (more expensive, but more functional).	
<i>Electricity</i>	<i>p.21; line 90</i>	<i>FY24 = \$1,900 (\$0)</i>
FY24 Budget	For electricity costs not covered or offset by the solar array located adjacent to the garage.  <u>Prior fiscal year notes:</u> None.	
<i>Garage Supplies/Hardware</i>	<i>p.21; line 91</i>	<i>FY24 = \$4,500 (+\$1,500)</i>
FY24 Budget	This line is combined with the Garage Miscellaneous/Other line from past budgets which reflects the increase. The line covers various supplies (for road work and the garage), small tools, misc. auto parts, and so on.  <u>Prior fiscal year notes:</u> None.	

*FY24 Budget “Script”  
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<i>Garage Miscellaneous/Other</i>	<i>p.21; line 92</i>	<i>FY24 = \$0 (-\$1,200)</i>
FY24 Budget	In FY24 budget this line is combined with Garage Supplies/Hardware (Line 91).  <u>Prior fiscal year notes:</u> None.	
<i>Chipper/Rake</i>	<i>p.21; line 93</i>	<i>FY24 = \$1,000 (\$350)</i>
FY24 Budget	Tires and other equipment for the chipper, including the trailer which needs new tires.  <u>Prior fiscal year notes:</u> None.	
<i>Alarm System</i>	<i>p.21; line 94</i>	<i>FY24 = \$1,000 (+\$100)</i>
FY24 Budget	The security alarm at the garage; slight increase to better match actual cost.  <u>Prior fiscal year notes:</u> None.	
<i>Water Service</i>	<i>p.21; line 95</i>	<i>FY24 = \$630 (\$0)</i>
FY24 Budget	Water service for the garage at the estimated rate of \$630.  <u>Prior fiscal year notes:</u> None.	
<i>Plow Blades and Shoes</i>	<i>p.21; line 96</i>	<i>FY24 = \$8,500 (\$2,500)</i>
FY24 Budget	For plow blades and shoes. This line is proposed to be increased to keep up with rising costs of equipment.  <u>Prior fiscal year notes:</u> None.	

<b>Hired Equipment and Labor</b>	<b>p.21-22; lines 98-105</b>	<b>-\$32,301</b>	<b>-263%</b>
<i>Sidewalk Mowing</i>	<i>p.21; line 99</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	Originally this line was for mowing of the green strips and spaces along the sidewalks in the village. This expense was moved in to the general mowing expense found in Maintenance of Parks (page 25, line 235, “Miscellaneous”).  <u>Prior fiscal year notes:</u> None.		
<i>Sidewalk Plowing</i>	<i>p.21; line 100</i>	<i>FY24 = \$0 (-\$29,651)</i>	
FY24 Budget	The Town of Waitsfield has an agreement with Kingsbury Construction to plow the Town’s sidewalks for five winters, starting with winter 2019-2020 and ending with winter 2023-2024. Kingsbury has notified the town that they will no longer be able to complete the final year of the agreement. As a result, the proposed budget includes the addition of a 4 <sup>th</sup> Road Crew member to take on this work in FY24. Without a 4 <sup>th</sup> Road Crew member, this line would need to be increased again so that the project can again be bid out. It is unclear which groups might be available to bid on a project like this and what the cost would be.		

	<p><u>Prior fiscal year notes:</u> Kingsbury Construction plows, salts, and sands the sidewalks in the village area. The increase, throughout the life of the agreement, totals 4% (+\$1,151) – less than 1% per year (and well below rates of inflation). The FY23 budget covers year three of the agreement (winter 2022-2023).</p>		
<i>Other Equipment Rental</i>	<i>p.21; line 101</i>	<i>FY24 = \$0 (-\$300)</i>	
FY24 Budget	<p>Outside needs are now addressed in the Contract Services line (Line 104).</p> <p><u>Prior fiscal year notes:</u> For miscellaneous rental of equipment the Town needs and does not have. Slight decrease reflects current needs. Past fiscal years the town has needed to rent a compactor but there is no need anymore.</p>		
<i>Contract Plowing</i>	<i>p.21; line 102</i>	<i>FY24 = \$0 (\$2,500)</i>	
FY24 Budget	<p>This line previously covered the cost of contracting out the plowing of Bowen Road. Starting in the winter of 2022, the Town has been able to take on the plowing of this road in-house and no longer needs to fund this line.</p> <p><u>Prior fiscal year notes:</u> This number is associated with the plowing of Bowen Road; the expenditure is paid for with funds from the Town Forest Stewardship reserve. Plowing costs are split with two of the other landowners. The use of reserve funds is part of the 2018 agreement between the Town and the landowners established at the time of the transfer of the Scrag Mountain Town Forest property from private to Town ownership.</p>		
<i>Grading</i>	<i>p.22; line 103</i>	<i>FY24 = \$300 (+\$150)</i>	
FY24 Budget	<p>For grading the Wait House lot and the municipal lot across from Bridge Street.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Contract Services</i>	<i>p.22; line 104</i>	<i>FY24 = \$12,000 (\$0)</i>	
FY24 Budget	<p>The funds allow the Road Department to hire extra personnel and equipment as needed. This line becomes especially helpful in the event of emergencies when equipment and additional personnel are needed last minute.</p> <p><u>Prior fiscal year notes:</u> Implemented in FY20, the contract services line has been an effective supplemental resource for summer projects. The Town has hired an excavator and operator for large scale culvert projects on North Road and Center Fayston Road, for example.</p>		

<b>Materials</b>	<b>p.22; lines 106-119</b>	<b>+\$35,100</b>	<b>+18.00%</b>
<i>Salt</i>	<i>p.22; line 107</i>	<i>FY24 = \$50,000 (\$0)</i>	
FY24 Budget	<p>The Town generally purchases salt through the State’s contract; both Cargill and American Rock Salt have been providers. The FY24 is based on actuals so far from FY23.</p>		

	<u>Prior fiscal year notes:</u> FY21 and FY22 saw slight decreases in this line, following a \$3,500 increase in FY19, \$6,000 in FY20, and \$8,000 in FY21.	
<i>Sand</i>	<i>p.22; line 108</i>	<i>FY24 = \$56,000 (\$0)</i>
FY24 Budget	<p>The Town purchases at least 4,000 cubic yards of sand each year. There are two components to the sand cost – the sand and the cost of hauling it to Town.</p> <p>The Town does not have enough trucks of a large enough size to take on some or all of the hauling in an efficient manner.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Chloride</i>	<i>p.22; line 109</i>	<i>FY24 = \$16,000 (\$0)</i>
FY24 Budget	<p>For dust control.</p> <p><u>Prior fiscal year notes:</u> There was a \$4,000 increase in FY19 and another \$3,000 in FY20.</p>	
<i>Crushed Gravel</i>	<i>p.22; line 110</i>	<i>FY24 = \$30,000 (+\$30,000)</i>
FY24 Budget	<p>The Town generally uses the gravel crushed in its pit; a crushing contractor is hired to perform the work. The Town extracts and crushes gravel approximately every-other-year, sometimes a little longer; crushing was last completed in fall of 2020 (FY21). The Town will need to crush gravel again in FY24. Moving forward it might be best to consider creating a reserve fund for crushing gravel with smaller contributions annually to avoid these budget fluctuations every 2 or 3 years when crushing is needed.</p> <p>Approximately 2/3 of the road miles in Waitsfield are gravel-surfaced.</p> <p><u>Prior fiscal year notes:</u> Crushing wasn’t needed in FY23 but the expense will “reappear” in a future fiscal year.</p>	
<i>Stone</i>	<i>p.22; line 111</i>	<i>FY24 = \$10,000 (\$2,000)</i>
FY24 Budget	<p>This line covers other, larger sizes of stone. The use of stone in ditching and in culvert replacement and repair is increasing. The Town’s focus on this type of work comes from requirements tied to the new State Municipal Roads General Permit (essentially a stormwater permit for roads). The goal of the permit and its associated requirements is to improve water quality.</p> <p><u>Prior fiscal year notes:</u> The Town has been gradually increasing this line since FY19.</p>	
<i>Culverts</i>	<i>p.22; line 112</i>	<i>FY24 = \$10,000 (\$0)</i>
FY24 Budget	<p>Ensuring culverts are the right size and in good shape is a critical element of reducing erosion, improving water quality, and ensuring compliance with the State stormwater permit.</p> <p><u>Prior fiscal year notes:</u> Increase over the last few years have allowed the Town to develop a small stockpile of culverts for its stormwater, erosion, and water quality projects.</p>	

<i>Guardrails</i>	<i>p.22; line 113</i>	<i>FY24 = \$1,500 (\$0)</i>
FY24 Budget	<p>For replacement of guardrails.</p> <p><u>Prior fiscal year notes:</u> In FY23, the slight decrease reflects actuals spent over the last few fiscal years.</p>	
<i>Tools</i>	<i>p.22; line 114</i>	<i>FY24 = \$6,500 (+\$100)</i>
FY24 Budget	<p>This line cover miscellaneous tools needed by the Road Department. This slight increased in FY24 is to cover the cost of a new welder.</p> <p><u>Prior fiscal year notes:</u> The FY23 increase will fund a new municipal sign post pounder.</p>	
<i>Signs</i>	<i>p.22; line 115</i>	<i>FY24 = \$2,000 (\$0)</i>
FY24 Budget	<p>For the repair and replacement of signs and posts; this line has been seeing a slight decrease after a few years of increases needed for new speed limit signs. The proposed FY24 budget includes level funding for this line.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Fabric</i>	<i>p.22; line 116</i>	<i>FY24 = \$1,000 (+\$0)</i>
FY24 Budget	<p>Geotextiles are needed for work a few small road projects this summer.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Cold Patch, Hay, and Seed</i>	<i>p.22; line 117</i>	<i>FY24 = \$8,000 (+\$3,000)</i>
FY24 Budget	<p>Includes supplies for the hydroseeder (seed, cellulose, other elements, etc.). As the Town continues working on improving stormwater management and drainage along Town roads, additional hydroseed is needed to meet state stormwater management requirements, resulting in the proposed increase to this line in FY24.</p> <p>Cold patch is what is used to repair potholes and other paving damage when hot mix is not available (pavement plants are closed during the winter, for example) and for certain smaller jobs.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Waste Blocks</i>	<i>p.22; line 118</i>	<i>FY24 = \$1,000 (\$0)</i>
FY24 Budget	<p>Waste blocks, similar to giant cinder blocks, are used for culvert headers and footers – and are increasingly required to meet water quality and culvert standards.</p> <p><u>Prior fiscal year notes:</u> This was added as a new line for FY21.</p>	



*FY24 Budget “Script”  
For Town Meeting 2023*

<b>Miscellaneous</b>	<b>p.22; lines 120-135</b>	<b>-\$2,329</b>	<b>-7.00%</b>
<i>Fayston Winter Agreement</i>	<i>p.22; line 121</i>	<i>FY24 = \$12,595 (+\$1,421)</i>	
FY24 Budget	Fayston maintains 1.5 miles of Waitsfield road mileage; Waitsfield maintains 0.5 miles of Fayston road mileage. This agreement is calculated between both towns every year.  <u>Prior fiscal year notes:</u> None.		
<i>Sidewalk Maintenance/Repairs</i>	<i>p.22; line 122</i>	<i>FY24 = \$2,500 (\$0)</i>	
FY24 Budget	This line allows for small fixes and pedestrian safety improvements (tied to crossings, mainly, and including items like in-street signage, additional crosswalk painting, etc.).  <u>Prior fiscal year notes:</u> None.		
<i>Tree Cutting</i>	<i>p.22; line 123</i>	<i>FY24 = \$1,000 (\$0)</i>	
FY24 Budget	To cover the cost of tree cutting or trimming that the Road Department cannot safely address.  <u>Prior fiscal year notes:</u> Increased in FY22 to better reflect the cost of cutting down or trimming trees the Road Department employees can’t safely address.		
<i>Bridge Repairs</i>	<i>p.22; line 124</i>	<i>FY24 = \$4,000 (\$300)</i>	
FY24 Budget	The Road Crew has been working to replace and update the old treads on Town bridges.  <u>Prior fiscal year notes:</u> None.		
<i>Gravel Pit Management</i>	<i>p.22; line 125</i>	<i>FY24 = \$1,000 (\$0)</i>	
FY24 Budget	Mostly permitting and compliance costs for maintaining the Town gravel pit.  <u>Prior fiscal year notes:</u> None.		
<i>Pavement Sealing</i>	<i>p.22; line 126</i>	<i>FY24 = \$0 (-\$4,350)</i>	
FY24 Budget	The Road Crew does not plan to pursue new pavement sealing in FY24 but anticipate that more sealing will take place as more paving projects are pursued.  <u>Prior fiscal year notes:</u> In past few fiscal years the Town hadn’t been budgeting for pavement sealing and was instead working to address pavement sealing as a preventative maintenance measure as a component of the paved road plan. The Road Department has identified that pavement sealing of Tremblay Road should be a priority in FY23.		
<i>Culvert and Road Inventory</i>	<i>p.22; line 127</i>	<i>FY24 = \$0 (\$0)</i>	
FY24 Budget	The Town’s road erosion and culvert inventory were completed in FY21.		

*FY24 Budget “Script”  
For Town Meeting 2023*

	<u>Prior fiscal year notes:</u> None.	
<i>Line Painting</i>	<i>p.22; line 128</i>	<i>FY24 = \$4,000 (\$0)</i>
FY24 Budget	For painting of town parking lots, parking stalls along Bridge Street and Parsonage Lane, and internal crosswalks (not those that cross Route 100 which are the responsibility of VTrans).  <u>Prior fiscal year notes:</u> Tremblay Road is the top priority for painting in FY23.	
<i>North Road Culvert</i>	<i>p.22; line 129</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	This line should be removed in future budget years. Nothing has been budgeted or spent in this line in years and moving forward, funding for culvert repair and replacement should come from reserves.  <u>Prior fiscal year notes:</u> None.	
<i>Street Lights</i>	<i>p.22; line 130</i>	<i>FY24 = \$5,000 (\$0)</i>
FY24 Budget	For the electric bills for the streetlights in the village and Irasville areas.  <u>Prior fiscal year notes:</u> None.	
<i>Bridge Lights</i>	<i>p.22; line 131</i>	<i>FY24 = \$800 (\$0)</i>
FY24 Budget	For the lights on the Bridge Street covered bridge.  <u>Prior fiscal year notes:</u> None.	
<i>Radios and Pagers</i>	<i>p.22; line 132</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	For the truck and equipment radios. The pager was replaced by a smartphone (see, “Telephone” above).  <u>Prior fiscal year notes:</u> None.	
<i>Training</i>	<i>p.22; line 133</i>	<i>FY24 = \$250 (\$0)</i>
FY24 Budget	Training through VLCT, the Vermont Local Roads road scholar program, and so on.  <u>Prior fiscal year notes:</u> None.	
<i>MRGP/State Roads Permit</i>	<i>p.22; line 134</i>	<i>FY24 = \$1,800 (+\$300)</i>
FY24 Budget	This is a stormwater permit for municipal roads required by the State. The permit fee is expected to go up in FY24 slightly.  <u>Prior fiscal year notes:</u> None.	



# TOWN OF WAITSFIELD

## Fire Department

Total FY24 Budget: \$174,834

<b>Fire Department</b>	<b>p.23; lines 149-174</b>	<b>+\$27,285</b>	<b>+18.5%</b>
<i>Gas, Oil, and Grease</i>	<i>p.23; line 150</i>	<i>FY24 = \$4,200 (\$700)</i>	
FY24 Budget	For gas, oil, and grease, though most of the funds are spent on fuel for the trucks. The FY24 proposed increase is to keep up with inflation.  <u>Prior fiscal year notes:</u> None.		
<i>Insurance</i>	<i>p.23; line 151</i>	<i>FY24 = \$10,503 (+\$1,503)</i>	
FY24 Budget	The Fire Department's share of the property and casualty insurance procured by the Town through VLCT PACIF. Includes six months are actual premium costs, and six months with a slight projected increase (+3%) to that cost.  <u>Prior fiscal year notes:</u> None.		
<i>Telephone and Dispatch</i>	<i>p.23; line 152</i>	<i>FY24 = \$29,000 (-\$6,000)</i>	
FY24 Budget	This line includes the Fire Department phone bill as well as the cost for dispatch services provided by Capital West. Additionally, Capital West requests an annual contribution toward their reserve fund for an upgraded system over the course of ten years. All towns who are members of Capital West are asked to make this contribution. This has been broken out as its own budget line for FY24 (Line 153).  <u>Prior fiscal year notes:</u> This line includes the cost for dispatch services, provided by Capital West, and projected to increase by 4% (to \$28,394.45). There is a one-time cost (\$4,500) for an upgrade for the repeater, which in turn is tied to an upgrade to the dispatch system overall (the Simulcast system). The on-going expense tied to the upgrade (\$2,500) is also included. Capital West agreed to pay for the relocation of the Department's radio repeater, which saves \$4,800.  This line was renamed for FY22, with radios and radio repairs split out.		
<i>Capital West Reserve Contribution [NEW FY24]</i>	<i>p.23; line 153</i>	<i>FY24 = \$9,525 (+\$9,525)</i>	
FY24 Budget	This money is being requested by Capital West to fund a reserve for a capital plan that they've established to collect funds over the next ten years from all Town's that are within their network. The funds will be used for a system upgrade in ten years, with each town contributing a share based on their equalized grand list. The Town of Waitsfield has requested that an agreement be established between the towns (on behalf of the Waitsfield Fayston Fire		

	Dept.) and Capital West before any annual payments are made. This amount is the combined amount for both Waitsfield and Fayston.	
	<u>Prior fiscal year notes:</u> Notes	
<i>Radio and Radio Repairs</i>	<i>p.23; line 154</i>	<i>FY24 = \$10,000 (+\$5,000)</i>
FY24 Budget	<p>The cost of a handheld portable has increased from \$450 to \$800 in the past year and the Fire Department is still working through a radio replacement plan. Additionally, there are more volunteers which means more radios are needed.</p> <p><u>Prior fiscal year notes:</u> In FY23, the line includes an amount equivalent to the five-year average radio and radio repair expenditure (\$2,500), along with \$2,500 for miscellaneous related needs (increased in FY23 to reflect updated needs).</p> <p>This line was split from the Telephone and Dispatch line for FY22 to better account and plan for radio-related expenses.</p> <p>A service call (with labor and equipment) can be expensive (a truck radio repair in FY20 cost \$4,300).</p>	
<i>Electricity</i>	<i>p.23; line 155</i>	<i>FY24 = \$2,575 (+\$75)</i>
FY24 Budget	<p>For electricity bills not otherwise offset by the Town's solar array at the highway garage. Slight increase proposed in FY24 to keep up with anticipated inflation.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Heat</i>	<i>p.23; line 156</i>	<i>FY24 = \$6,300 (+\$300)</i>
FY24 Budget	<p>Fuel (propane) to heat the Fire Station. The WFFD is budgeting for a 5% increase to adjust for anticipated inflation.</p> <p><u>Prior fiscal year notes:</u> The Fire Department switched to Ward's as their fuel provider in FY22. The Fire Department is exploring efficiency measures to mitigate heat loss; much of the heat in the building can be lost when the garage doors open for a fire call.</p>	
<i>Water Service</i>	<i>p.23; line 157</i>	<i>FY24 = \$660 (\$0)</i>
FY24 Budget	<p>For water service at the station, this covers the regular facility use and the high-pressure filling station (used to fill the trucks before and during fire calls).</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Building Repair and Supplies</i>	<i>p.23; line 158</i>	<i>FY24 = \$11,300 (+\$5,300)</i>
FY24 Budget	<p>This line covers miscellaneous needs and building supplies, as well as weekly cleaning, exterminator services as needed, and generator maintenance. The</p>	

	increase in this line reflects the estimated amount that will be needed to pump the wastewater holding tank that is anticipated for the extractor.	
	<u>Prior fiscal year notes:</u> None.	
<i>Alarm</i>	<i>p.23; line 159</i>	<i>FY24 = \$446 (\$21)</i>
FY24 Budget	For alarm services from Fire Pro-Tec. The slight increase is to keep up with inflation.	
	<u>Prior fiscal year notes:</u> None.	
<i>Truck Repairs</i>	<i>p.23; line 160</i>	<i>FY24 = \$14,000 (\$0)</i>
FY24 Budget	For the repair of trucks and vehicles. FY24 is proposed to be kept level from FY23 which is still up from past years. This reflects the ongoing needs of Fire Department vehicles and highlight the importance of having a detailed capital plan to accounts for vehicle replacements when needed.	
	<u>Prior fiscal year notes:</u> The increase in FY23 reflects additional vehicle repair and maintenance needs. The towns of Waitsfield and Fayston have been meeting with the Fire Department to develop a more comprehensive Capital Budget to ensure vehicles are replaced on a more sustainable schedule. This will be a continued effort over the next few years	
<i>Repair of Equipment [RENAMED]</i>	<i>p.23; line 161</i>	<i>FY24 = \$7,875 (+\$375)</i>
FY24 Budget	For the repair of Fire Department and lifesaving equipment - self-contained breathing apparatus (SCBA) repairs and fixes, for example. The slight increase is proposed to keep up with inflation.	
	<u>Prior fiscal year notes:</u> The FY23 increase reflects the need for a fan replacement.	
<i>Bottled Gas</i>	<i>p.23; line 162</i>	<i>FY24 = \$400 (\$0)</i>
FY24 Budget	<u>Prior fiscal year notes:</u> None.	
<i>Training</i>	<i>p.23; line 163</i>	<i>FY24 = \$9,450 (+\$450)</i>
FY24 Budget	For training materials, instructors, and supplies (such as food) and to provide funding for volunteers to attend Fire Fighter 1 Training – a certification provided by the State which is required for all paid full-time firefighters. Although volunteer firefighters are not technically required to have this training as per State Statute, it is a good standard to meet and the more firefighters who can receive this training the better.	
	<u>Prior fiscal year notes:</u> The FY23 increase is needed for a new TV monitor and digital training resources and will also help provide funding for additional volunteers to attend Fire Fighter 1 Training.	

*FY24 Budget “Script”  
For Town Meeting 2023*

<i>Hose and Equipment</i>	<i>p.23; line 164</i>	<i>FY24 = \$6,489 (+\$309)</i>
FY24 Budget	<p>Following an inspection of hoses, some sections are lost due to wear and condition. This allows for replacement of hose, and also covers costs associated with nozzles and other attachments. The slight increase is to account for inflation.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Gear</i>	<i>p.23; line 165</i>	<i>FY24 = \$10,500 (+\$500)</i>
FY24 Budget	<p>For new firefighters and the replacement of turnout gear (jackets, pants, boots, and helmets – the cost for a set has gone from ~\$2,600 to \$4,000 in the past year). The Fire Department stretched the gear as far as possible, but replacement is mandated and better supports firefighter safety.</p> <p><u>Prior fiscal year notes:</u> One of the larger increases in FY22 was for gear (+\$5,000).</p>	
<i>Fire Prevention</i>	<i>p.23; line 166</i>	<i>FY24 = \$900 (+\$300)</i>
FY24 Budget	<p>For educational materials and other items on fire prevention. The slight increase is to provide updated materials.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Miscellaneous</i>	<i>p.23; line 167</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	<p>Advertisements, miscellaneous supplies, and so on.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Dues</i>	<i>p.23; line 168</i>	<i>FY24 = \$500 (\$0)</i>
FY24 Budget	<p><u>Prior fiscal year notes:</u> None.</p>	
<i>Physical Exams</i>	<i>p.23; line 169</i>	<i>FY24 = \$1,500 (\$0)</i>
FY24 Budget	<p>To cover the cost of physical exams for fire fighters. The increase reflects actuals from the past year.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Labor</i>	<i>p.23; line 170</i>	<i>FY24 = \$27,461 (+\$3,231)</i>
FY24 Budget	<p>The pay for the volunteer firefighters. The number of fire calls is the single biggest variable and drives whether actual expenditures finish the fiscal year over/under budget. The proposed FY24 increase reflects an increased hourly rate from \$15/hour to \$17/hour for volunteers.</p> <p><u>Prior fiscal year notes:</u> The FY23 increase reflects an increased hourly rate from \$13/hour to \$15/hour for volunteers.</p>	

*FY24 Budget “Script”  
For Town Meeting 2023*

<i>FICA</i>	<i>p.23; line 171</i>	<i>FY24 = \$2,101 (+\$247)</i>
FY24 Budget	<p>FICA and Medicare calculations (at the same percentages as the employees in the benefits section under General Government). FY24 increase reflect proposed hour rate increase.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Ladder/Hose Testing</i>	<i>p.23; line 172</i>	<i>FY24 = \$3,360 (+\$160)</i>
FY24 Budget	<p>Testing of critical firefighting equipment to ensure it’s in the condition needed when needed. The slight increase reflects inflation</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Administrative Time [NEW]</i>	<i>p.23; line 173</i>	<i>FY24 = \$5,290 (+\$5,290)</i>
FY24 Budget	<p>Town of Waitsfield staff handles a significant amount of administrative work related to the Fire Department, estimated at an average of 3 hours a week. The Town Administrator was primarily taking the lead on this work, and with the hiring of a full time Treasurer they will also be able to take on more of this work. Work includes tracking capital spending and managing reserves, assisting with building needs/maintenance, and handling all insurance paperwork and claims.</p> <p><u>Prior fiscal year notes:</u> None.</p>	



## TOWN OF WAITSFIELD

### **Capital Transfers (the Capital Improvement Program)**

*Consists of: Capital outlays (direct purchases of equipment and services) and transfers to capital reserves (funds set aside for later use for capital needs). There are three capital categories: road, fire, and general (essentially anything that isn't road or fire).*

*In the annual report, the General Fund operating budget can be found on page 19-27, including lines for capital transfer, contributions to capital reserves, and non-capital reserves (lines 250-270). Details on the FY24-FY28 Capital Budget and Program can be found on pages 32-37 and a summary of reserves can be found on page 38.*

**Total FY24 Budget: \$579,500 in General Fund expenditures; \$1,091,500 in TOTAL (includes reserves used and anticipated grant funding).**

The script refers to the capital lines included in the FY24 budget.

<b>Capital Transfers and Transfers to Capital Reserves</b>	<b>p.26; lines 250-257</b>	<b>+\$2,100</b>	<b>+0.4%</b>
<i>Road Department</i>	<i>p.26; line 251</i>	<i>FY24 = \$87,500 (-\$51,900)</i>	
FY24 Budget	<p>This covers direct capital outlays (the equipment, goods, or services purchased in a given fiscal year). The items funded directly by general fund transfers in FY24 are:</p> <ul style="list-style-type: none"> <li>• \$65,000 for Phase I of the East Warren Road paving project. A state structures grant will be applied for (\$175,000) and \$175,000 from the paving reserves are also allocated for the project (the estimated project total is \$415,000).</li> <li>• \$7,500 for stormwater projects. The projects will be pulled from the road erosion inventory recently completed for the Town by the Central Vermont Regional Planning Commission (CVRPC). Projects will likely focus on the areas of entrance and exit for water in culverts and ditching, which were the primary areas noted to address in the inventory.</li> <li>• \$15,000 to fund a Town Highway Garage Scoping Study to continue to evaluate the needs of the Road Department Garage.</li> </ul>		
<i>Road Department Reserves</i>	<i>p.26; line 252</i>	<i>FY24 = \$380,00 (+\$40,000)</i>	
FY24 Budget	<p>The Town has four categories of reserve for roads – paving, bridge and culvert, trucks, and heavy equipment. Capital reserves allow the Town to save for projects and/or purchases in full or to supplement other funding (grant matches, notably) and limits the amount of debt that needs to be carried to pursue major capital projects. The Town’s reserve funds have been relatively low for a number of years. A Town has made a concerted effort over the past few fiscal years to better fund reserves. This, paired with the effort to continue to reduce debt, should help keep the budget more level in coming fiscal years.</p>		



### **Paving Reserves**

The proposed transfer to the paving reserve is \$176,250, an increase of \$26,250. The Town has been steadily increasing this transfer in anticipation of the paving plan and paving projects. The goal in FY22 was to get to an annual transfer of \$225,000 in five-years, which was mapped out to occur in average annual increase increments of nearly \$24,000. FY24 would be year two of that started program, with a goal to be at a contribution of about \$180,000 by FY24 (as approved in the FY22-FY26 CIP). The Town is more or less on track with that goal based on the proposed CIP.

The Town is planning to begin to use those paving reserves accumulated in recent years, in accordance with a draft version of the paved road plan. The paving project slated to happen in FY24 are:

- A 1,200 linear foot section of Bridge Street (estimated at \$45,000 to tie into Phase I of East Warren Road paving)
- Phase I of East Warren Road (Joslin to Common)

### **Bridge & Culvert Reserves**

The Town has also been working to bring the culvert reserves up to a sustainable level to make replacements and improvements as needed in coming years. The proposed transfer to the bridge and culvert reserve is \$96,250, an increase of \$16,250. The goal is to bring this funding to at least \$100,000 annually. A majority of the current reserve will be used to finish the East Warren Culvert replacement project (summer 2023). A state structures grant was awarded in FY22 (\$175,000) and reserve funds will go toward finishing that project, as approved in the FY22-26 CIP (an additional \$60,500). Additionally, the Town was able to allocate \$80,000 of the FY23 fund balance to this reserve in June 2022 to assist with necessary improvements to the North Road culvert. This was a significant addition to the reserve and has helped bring it to be more sustainable level. The Town intends to utilize some of these reserve funds in FY24 to make improvements to the Carroll Road culvert and the East Warren culvert project as it wraps up.

### **Heavy Equipment Reserve**

The proposed transfer to the heavy equipment reserve is \$41,250, up \$1,250 from FY23. The grader and backhoe were both replaced in FY22. The Loader will need to be replaced in FY26, estimated at \$200,000 for replacement cost. Additionally, with the addition of a 4<sup>th</sup> road crew member as included in the proposed FY24 budget, new equipment would be needed to take on sidewalk plowing and additional mowing. The Road Crew has priced out a Ventrac tractor and small trailer at about \$75,000. The FY24-28 CIP includes \$25,000 of that capital expense to come from the reserve, and about \$50,000 of the remainder coming from the Town's ARPA allocation.

### **Highway Truck Reserve**

The proposed transfer to the highway truck reserve is \$66,250, down \$3,750 from FY23. There are no vehicle purchases anticipated in FY24. The next

	budgeted vehicle purchase is anticipated in FY25 when the International Lo-Pro Dump Truck will need to be replaced (estimated at \$175,000). If the Town wants the truck ready for July 2024 (the start of FY25), it’s likely that a purchase order will need to be placed a year out in 2023.	
<i>Fire Department</i>	<i>p.26; line 253</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	The reduction reflects a change implemented in FY22 to shift major Fire Department capital purchases to the use of reserve funds. The \$0 shouldn’t be taken as a lack of investment in fire vehicles and equipment (see the reserves section), just a change in practice and the expiration of debt that was previously paid through this line.	
<i>Fire Department Reserves</i>	<i>p.26; line 254</i>	<i>FY24 = \$97,500 (+\$17,500)</i>
FY24 Budget	<p>The equipment reserve continues to be rebuilt to meet the Department’s equipment and vehicle needs. There are two reserves for the Fire Department, the Vehicle &amp; Equipment Reserve and the Building &amp; Equipment Reserve.</p> <p>The Fire Department has been working through a capital planning exercise, mapping out equipment and vehicle needs. The five-year plan incorporates that exercise, focusing on needs in the five to seven-year range (some vehicle replacements are 20+ years out).</p> <p><b>Fire Department Equipment &amp; Vehicle Reserve</b></p> <p>In FY24, a \$76,605 transfer to this reserve is proposed, up \$12,065 from FY23. The next vehicle replacement is not scheduled until FY27 when Engine #5 (International 4400 Pumper) will need to be replaced. This is estimated to be a \$334,559 replacement. The annual vehicle reserve contribution will need to average about \$80,000 a year over the next few fiscal years to ensure there are adequate reserve funds for vehicle replacements on the most recent schedule. There are \$20,000 budgeted from reserves in FY24 for vehicle repairs and other fire department equipment needs (for example, in FY22 this line helped cover a replacement thermal image camera used for fighting fires).</p> <p><b>Fire Department Building &amp; Equipment Reserves</b></p> <p>In FY24 a \$20,895 transfer to this reserve is proposed, up \$5,435 from FY23. The needs of the Fire Station are significant and a look into the long-term viability of the building will be needed soon. In the near term, this reserve fund should help make improvements to the building including the planned installation of a new equipment extractor to help clean fire gear with \$2,551 budgeted from this reserve in the FY23-27 CIP along with a \$7,449 grant match and an additional \$10,000 from reserves in the FY24-28CIP. The FY24-28 CIP also includes smaller repairs to the building including the office and kitchens to make the building more functional for volunteers (\$5,000 budgeted in FY24). In FY22 the Fire Department was able to begin installation of a new hydrant on Rolston Road. This reserve fund will also help cover remaining costs to complete the installation in FY24 (\$10,000).</p>	

General – Transfers to reserves	p.26; line 255	FY24 = \$14,500 (-\$3,500)	
FY24 Budget	<p>The \$14,500 in funding in FY24 is comprised of the following small transfers to reserves:</p> <ul style="list-style-type: none"> <li>• \$2,000 for the Lareau Swim Hole reserve. There is a stormwater master planning project planned for this location (estimated cost of \$15,000); the project is pulled from a stormwater master planning effort funded by a grant and spearheaded by the Friends of the Mad River. The initial grant application, submitted in FY22, was denied due to the proximity of the project to the floodplain, however additional conversations with DEC are planned to see what options there still might be onsite. The project is scoped to include riparian buffer enhancement, two bioretention areas for parking lot stormwater treatment, and dedicated access points to the river. If this location is deemed not appropriate, there are other sites on town land that have been identified as stormwater mitigation locations which can be further explored.</li> <li>• \$10,000 for the sidewalk/path reserve. The transfer may be used to fund some or all of the following: safety improvements (more expensive signage, for example), grant match for larger projects, sidewalk repair, and to re-build the reserve after the Village West sidewalk project is complete.</li> <li>• \$2,500 for the covered bridge repair reserve; the savings plan for repair or other capital needs is a modest one. At some point the Town should try and obtain a needs assessment that lays out component needs, costs, and timing in greater detail.</li> </ul>		
General – Project specific	p.26; line 256	FY24 = \$0 (\$0)	
FY24 Budget	<p>There are no direct expenditures planned for projects in this category for FY22.</p> <p><u>Prior fiscal year notes:</u> In FY20, the Town paid off a prior loan for a sidewalk improvement project (the Village East sidewalk) which used to be included in this line.</p>		

**Contribution to Reserves (non-capital)**

**Total FY24 Budget: \$25,000**

Transfer to Non-Capital Reserves	p.26; lines 258-270	\$45,000	28.6%
Entrust Conservation Fund	p.26; line 259	FY24 = \$0 (\$0)	
FY24 Budget	<p>One of four reserve funds the Town has dedicated to conservation in whole or in part. The reserve holds \$14,420 as of 06/30/22.</p> <p><u>Prior fiscal year notes:</u> None.</p>		

**FY24 Budget “Script”  
For Town Meeting 2023**

<i>Restroom, Recreation, Conservation Fund</i>	<i>p.26; line 260</i>	<i>FY24 = \$20,000 (\$0)</i>
FY24 Budget	<p>As of 06/30/22, the fund holds \$39,474. For FY23, the Conservation Commission requested an additional \$10,000 be allocated to this reserve fund. The allocation was approved and has been included in the FY24 proposed budget, making the total contribution \$20,000.</p> <p><u>Prior fiscal year notes:</u> The Board proposed eliminating the transfer in FY18, FY19, and FY20, and reducing it (by \$1,500) for FY21; \$10,000 was approved from the floor at Town Meeting each time.</p>	
<i>Lareau Park Reserve</i>	<i>p.26; line 261</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>As of 06/30/22, the fund holds \$10,491.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Reappraisal Reserve</i>	<i>p.26; line 262</i>	<i>FY24 = \$10,000 (\$0)</i>
FY24 Budget	<p>This reserve holds funds set aside for a town-wide reappraisal when needed. The last reappraisal was in 2006. The listers have worked on an RFP for reappraisal services, which will provide a better sense of the total cost and timing. The current target for reappraisal would be FY24 (or FY25, depending on availability of qualified firms).</p> <p>As of 06/30/22, the fund holds \$99,900.</p> <p>The last estimated cost of reappraisal was \$125,000, but that number is old. A target number closer to \$150,000 may be wise.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Town Forest Stewardship</i>	<i>p.26; line 263</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>One of the four funds currently dedicated in whole or in part to conservation efforts. This reserve held \$53,298 as of 06/30/22. The sources of funding for the reserve are timber sales and the maple sugaring lease.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Energy Projects</i>	<i>p.26; line 264</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>This reserve is for energy projects. As of 06/30/22, the fund holds \$8,891.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Budget Stabilization</i>	<i>p.26; line 265</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>Created to smooth out year-to-year changes in the budget, this fund has been eliminated.</p> <p><u>Prior fiscal year notes:</u> As of the close of FY17, there was only \$1,067 in the reserve. The Selectboard, at its 2/26/18 meeting and based upon a recommendation from the Town Treasurer and Town Administrator, moved the remaining funds into the General Fund and closed out the budget stabilization fund. The Board also adopted a fund balance policy; the unassigned fund balance <u>can</u> serve a similar purpose (providing funds if/when</p>	

*FY24 Budget “Script”  
For Town Meeting 2023*

	needed to mitigate tax rate impacts in a given fiscal year). The Town’s target for unassigned fund balance is equivalent to two months of expenditures.	
<i>Street Trees</i>	<i>p.26; line 266</i>	<i>FY24 = \$5,000 (\$0)</i>
FY24 Budget	<p>The street trees reserve holds \$9,775 as of 06/30/22. This fund will continue to be used to care for street trees in town and to purchase and plant replacement trees. The town will need to begin tackling the potential impact of the invasive emerald ash borer. CVRPC has provided a preliminary plan which has been presented to the Selectboard and Tree Board. In FY23, voters approved the creation of an Invasive Species reserve with a \$10,000 appropriation specifically to address invasive species management (such as emerald ash borer and knotweed) which is included as Line 269.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Agricultural Support</i>	<i>p.26; line 267</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>This reserve, created by voters, is capped at \$10,000 per the original authorization. As of 06/30/22, the fund just exceeded its cap with \$10,090. The cap was exceeded through the accumulation of interest.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Church Clock</i>	<i>p.26; line 268</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>Also known as the Belden Fund, this reserve helps pay for the needs of the Town Clock located at the United Church of Christ on Main Street. As of the 06/30/22, the reserve held nearly \$1,913.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Invasive Species Reserve</i>	<i>p.26; line 269</i>	<i>FY24 = \$10,000 (\$0)</i>
FY24 Budget	<p>The voters approved the creation of this reserve fund for FY23, with an annual allocation of \$10,000. The Conservation Commission utilized about three quarters of this funding in FY23 to implement their knotweed program and hope to do the same in FY24.</p> <p><u>Prior fiscal year notes:</u> None.</p>	



# TOWN OF WAITSFIELD

## Debt Service

**Total FY24 Budget: \$189,632**

*This does not include any of the debt to construct the municipal water system (those amounts are not general fund expenses; the expenses can be seen on the FY24 debt service table in the annual report on page 40).*

Debt Service	p.26; lines 271-281	-\$44,499	-19%
<i>Town Office/Solar Array</i>	<i>p.26; line 272</i>	<i>FY24 = \$44,988 (-\$957)</i>	
FY24 Budget	<p>The two items – the Town Office and Solar Array – are part of a single note. There is a second, separate, note for the Town Office as well (shown below). This line can further be broken down:</p> <ol style="list-style-type: none"> <li>1) Town Office – \$28,342</li> <li>2) Solar Array – \$16,645</li> </ol> <p>This note expires in FY35, with a projected \$349,250 remaining as of 06/30/24. The note was for a total of \$635,000, with an interest charge of 3.4%.</p> <p>The split is 63% Town Office, 37% solar array.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Town Office</i>	<i>p.26; line 273</i>	<i>FY24 = \$16,812 (-\$260)</i>	
FY24 Budget	<p>This is the other portion of the debt associated with the Town Office project. This note expires in FY37, with a projected \$159,250 remaining as of 06/30/24. The note was for a total of \$245,000, with an interest charge of 1.491%.</p> <p>The total debt service payment for the Town Office in FY24 is \$45,154.</p> <p><u>Prior fiscal year notes:</u> None.</p>		
<i>Storm Damage</i>	<i>p.26; line 274</i>	<i>FY24 = \$0 (-\$25,755)</i>	
FY24 Budget	<p>This was debt authorized by voters at Town Meeting in 2017 for the purpose of consolidating and retiring approximately \$145,000 in remaining storm damage-related deficits. The Selectboard’s plan to address those deficits, adopted in October 2017, used \$125,000 in borrowing authorization and nearly \$20,000 in reserves and unassigned fund balance.</p> <p>The five-year note expires in FY23. The interest charge was 3.10%.</p> <p><u>Prior fiscal year notes:</u> None.</p>		

**FY24 Budget “Script”  
For Town Meeting 2023**

<i>Wastewater – “Big Pipe”</i>	<i>p.26; line 275</i>	<i>FY24 = \$36,484 (\$0)</i>
FY24 Budget	<p>One of two wastewater-related debt service payments, this is the remaining debt on what has been known as the “Big Pipe” project – the Town’s attempt to approve, fund, and construct a centralized wastewater collection and treatment system. The project failed to win support from voters, leaving a substantial expense to be paid. The note was for a total of \$672,770 with an interest charge of 0.0%. The projected principal remaining as of 06/30/24 is \$109,452.</p> <p>The note expires in FY27.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Decentralized Wastewater</i>	<i>p.26; line 276</i>	<i>FY24 = \$25,282 (-\$1,399)</i>
FY24 Budget	<p>This is the annual debt service payment for the decentralized wastewater project. The payment is covered by payments (shown on page 30, line 42 of the annual report, in the “Revenues” section) made by the business/land owners that borrowed funds to upgrade or replace septic systems. In FY22 one of the borrowers paid off the entirety of their debt and annual payments have gone down to match the adjusted annual revenue accordingly. All of the projects are in Irasville.</p> <p>The debt’s expiration date is FY38. The remaining principal after 6/30/24 is projected at \$196,040.</p> <p>The Town borrowed the money for a 20-year term from the State’s revolving loan fund for water and wastewater projects with an interest rate of 2.0%. Those funds were then lent locally; those who borrowed from the program will repay the Town at an interest rate of 2.5%. The loan maximum authorized by voters was \$502,000; the total loan amount at close-out was nearly \$428,000.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Fiscal Year Change</i>	<i>p.26; line 277</i>	<i>FY24 = \$0 (\$0)</i>
FY24 Budget	<p>When the Town changed its fiscal year from a calendar basis (January 1 to December 31) to a fiscal year basis (July 1 to June 30), it borrowed money to assist in doing so. The FY20 payment was the final one on the \$300,000 note.</p> <p><u>Prior fiscal year notes:</u> None.</p>	
<i>Water Main Break</i>	<i>p.26; line 278</i>	<i>FY24 = \$0 (-\$15,414)</i>
FY24 Budget	<p>This loan was taken out to retire expenses incurred as a result of the significant water main break caused by VTrans and its subcontractors. The Town borrowed the money, and the payments were split between the Town (65% of the total) and the Water Commission (35% of the total). The Water Commission’s share was paid through the water budget adopted separately and paid for through user rates.</p> <p>The money was borrowed with an interest rate of 3.1%. FY23 is the final payment.</p>	



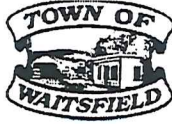
**FY24 Budget “Script”  
For Town Meeting 2023**

	<u>Prior fiscal year notes:</u> None.	
<i>Bridge Street Improvements</i>	<i>p.26; line 279</i>	<i>FY24 = \$31,867 (-\$693)</i>
FY24 Budget	The note for multiple improvements to Bridge Street expires in FY31, with a projected \$186,664 in remaining as of 06/30/24. The total note is for \$400,000, with an interest charge of 2.6%.  <u>Prior fiscal year notes:</u> None.	
<i>Grader</i>	<i>p.26; line 280</i>	<i>FY24 = \$34,199 (\$0)</i>
FY24 Budget	This is the remaining lease for the new 2021 John Deere Grader purchased in FY22. The Town was able to utilize a combination of trade in value of the old grader and \$100,000 from the Heavy Equipment Reserve that was allocated from the unassigned fund balance at the end of FY21 to make the initial payment on the machine. The terms are lease-to-own, with payments made over the next five years, culminating in FY27. The remaining principal after 6/30/24 will be \$102,597.	

**Additional notes on debt and debt service:**

- 1) The Town’s debt service-to-expenditure ratio drops even closer to the target established in the 2018 policy, less than 10.0% of expenditures in FY24 will pay debt service.





**TOWN OF WAITSFIELD  
WARNING  
FOR ANNUAL MEETING MARCH 7, 2023**

The legal voters of the Town of Waitsfield, County of Washington, State of Vermont, are hereby notified and warned to meet at the Waitsfield Elementary School Auditorium on **Tuesday, March 7, 2023 at nine o'clock in the morning (9:00 A.M.)** to transact the following business and to vote by Australian Ballot between the hours of seven o'clock in the morning (7 A.M.) when the polls will open, and continuing until seven o'clock in the afternoon (7 P.M.) for the various Town Officers and the Article so noted.

**ARTICLE 1:** To elect a Moderator for the Town.

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

**ARTICLE 3:** Shall the voters approve a municipal budget of \$2,673,901 to pay the operating expenses and indebtedness of the Town, of which an estimated \$2,242,576 will be raised from property taxes?

**ARTICLE 4:** Shall the voters authorize the Town to collect taxes on real property by four (4) equal payments made to the Treasurer as follows: one quarter (25%) of taxes to be paid without discount not later than Friday, September 15, 2023; the second quarter (25%) of taxes to be paid without discount not later than Wednesday, November 15, 2023; the third quarter (25%) of taxes to be paid without discount not later than Thursday, February 15, 2024; with the remaining quarter (25%) to be paid without discount not later than Wednesday, May 15, 2024?

**ARTICLE 5:** Shall voters authorize the Town to borrow money in anticipation of the receipt of taxes by issuing its notes or orders to meet current expenses and indebtedness of the Town of Waitsfield?

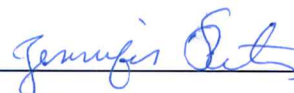
**ARTICLE 6:** To transact any other business that may legally come before the meeting.

**Dated at Waitsfield, Vermont, this 30th day of January 2023 by:**


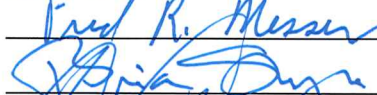

**The Waitsfield Selectboard.**

- Christine Sullivan, Chair
- Brian Shupe, Vice-Chair
- Chach Curtis
- Jordan Gonda
- Fred Messer

ATTEST:

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

SELECTBOARD

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



Proposal and Contract to Digitally Convert  
and Index

Land Records for



**Waitsfield Vermont**

2/20/2023

Jennifer Peterson  
4144 Main St,  
Waitsfield, VT  
056732

Dear Jennifer:

On behalf of Recordsforce, I would like to thank you for considering us to digitize your collection of land records. As you know, Recordsforce specializes in the conversion of any and all paper documents into digital format. I hope this might be the beginning of a long term relationship between your municipality and Recordsforce.

This document is our proposal and estimate for the conversion to digital format of your documentation.

Key goals of this project for the **Town of Waitsfield** (stated and inferred):

- Backup your existing physical paper documents so that you can have everything electronic and at your fingertips when you need them
- Eliminate the burden of having to search for these documents in hardcopy form
- Improve controls and reduce risk for these critical records
- Index each item/file thoroughly and accurately
- Provide a sensible, easy-to-use, and cost effective cloud-based scanning solution as a “day forward” solution for all future building, zoning and planning files and diagrams.

Recordsforce can deliver on these requirements. We are your #1 partner for document conversion.

We are excited about this opportunity to help make your land records electronic. We know you are going to love the results. It's our goal to also make this the beginning of a long term, mutually beneficial business relationship.

Best Regards,

Jake Becker  
Vice President of Sales

# Current Situation

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Jennifer and the town of Waitsfield are seeking a qualified vendor to digitally scan and link their Land Records to their current NEMRC index.

Recordsforce is a document scanning and imaging service bureau that is located in Portsmouth, NH. We are a SSAE-18 compliant - Service Organization Control 2 (SOC2) approved scanning bureau.

We are perfectly setup to handle your project.

Over an email, Jennifer explained to me that she has a collection of roughly 179 books averaging 400-650 pages each. Of those books, 3 are already scanned and 1980 starts in volume 34. The digital images will be black and white, 300 dpi images, and each particular file in the books will be linked to their current index in NEMRC by an identifiable piece of information like book# and page#. The files will then be returned to the Waitsfield town office in physical form.

## The Numbers

166 Unbound Volumes  
16 fully bound books + 2 Index Books

99,600 Unbound Pages  
6,750 Bound

Linking to Current Index

## Investment Outline

The following table shows the Recordsforce estimate for outsourcing the conversion of those sets of documents to digital images. The final price will be based on the exact number of images and sets.

### Price Breakdown for Scanning and Indexing 166 Volumes

Description	Quantity	Price	Cost
Transportation	TBD	\$300 per trip	\$600
Prep/Re-Prep Time	45 Hours	\$21.50/hour	\$967.50
Scanning Images	99,600 Images	\$.07/image	\$6,972
Indexing, E-Prep, QC, Redaction (14 Per Book)	2,324 Hours	\$25/hour	\$58,100
Total Conversion Estimate For All Unbound Volumes			\$66,639.50

### Price Breakdown for Scanning 18 Bound Books

Description	Quantity	Price	Cost
Scanning Images	8100 Images	\$.30/image	\$2,430
Indexing, E-Prep, QC (3.5 Per Book)	63 Hours	\$25/hour	\$1,575
Total Conversion Estimate			\$4,005

**The Final Price Will Be Based on the Exact Number of Pages Scanned. Reports Will Be Available Throughout the Project on Scanning Metrics.**

# Proposal Acceptance

Please sign below to indicate your agreement to the terms and general conditions set forth in this document. You may email a copy to me directly at [jake.becker@recordsforce.com](mailto:jake.becker@recordsforce.com). Your signature will be considered approval of this proposal and will allow us to initiate the scheduling of resources necessary to execute this project. If money is not allocated by the Coronavirus Municipality Record Digitization Grant this contract will be voided or amended to fit the needs of the town. That may include the cancellation of any and all services mentioned in this proposal.

Customer Name: Waitsfield Town Office

Project Name: **Digital Conversion of Land Records**

P.O Number: \_\_\_\_\_

Client Signature: \_\_\_\_\_

(please sign)

\_\_\_\_\_

(please print)

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

Company Name: **Recordsforce,inc**



Representative: \_\_\_\_\_

(please sign)

Jake Becker \_\_\_\_\_

(please print)

Title: Vice President of Sales \_\_\_\_\_

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

Annie Decker Dell'Isola  
Town Administrator  
Waitsfield, Vermont

December 19, 2022

Dear Annie and the Selectboard:

It was so nice to talk with you recently about Waitsfield's need for a secure, easy-to-edit website where you can quickly post meeting documents, news, and department information.

Ecopixel websites are mobile friendly and focus on ADA compliance, with town-specific features that facilitate your operations and services to the community. We would collaborate with the Town to create a modern website on a secure platform. Ecopixel would also take care of all the technical aspects of the website, and provide prompt support so you can serve your residents effectively.


Ecopixel has worked with municipalities for many years. (We also serve community nonprofits and conservation organizations.) Our recent municipal work includes:

- [essexjunction.org](http://essexjunction.org) & [ejrp.org](http://ejrp.org) — new combined websites for the city and its rec department
- [richmondvt.gov](http://richmondvt.gov) & [richmondfreelibraryvt.org](http://richmondfreelibraryvt.org) — new combined websites for the town and library
- [mvlandbank.com](http://mvlandbank.com) — municipal district serving all of Martha's Vineyard
- [waterburyvt.com](http://waterburyvt.com) — recent site redesign focusing on ADA compliance
- [addisoncountyrecycles.org](http://addisoncountyrecycles.org) — solid waste management district

Ecopixel's experienced Vermont-based team provides a comprehensive website service. We take care of everything a successful site needs, from design and development, to secure hosting and backups, to long-term maintenance and support. You can just email, chat, or call us — we'll help you out.

We would be honored to serve Waitsfield! I have enclosed a quote for your consideration.

Thank you,



Paul Hansen  
Owner, Ecopixel

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**“We are so pleased that we chose Ecopixel to help us with our website needs.  
You have far exceeded our expectations.”**

— Carla Lawrence, retired Town Clerk & Treasurer of Waterbury, Vermont ([waterburyvt.com](http://waterburyvt.com))  
Ecopixel customer since 2010

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# Scope of Work

Ecopixel will:

## **1. Communicate, plan, and consult:**

- a) Meet with staff and stakeholders to kick off our work together, and provide regular updates throughout the project. You may wish to form a small web committee to shepherd the project.
- b) Inventory all web sites and domain names used by the town and plan an effective transition. We want to ensure no content is overlooked during the migration.
- c) Inventory all web-related technical services used by the town, with an eye toward simplification and staff time-savings.
- d) Work with Waitsfield to develop a clear content organization to make everything easy to find, especially for new residents and visitors.
- e) Review draft designs with Waitsfield for discussion, and later, approval prior to production.
- f) Provide a link to the entire new site for final review, staff editing, and approval before it goes live.

## **2. Design & develop:**

- a) Collaborate with Waitsfield on a customized web design that's contemporary and mobile-friendly, with Waitsfield's logo and a strong sense of place.
- b) Provide two rounds of discussion, design and review, which in our experience delivers an attractive design while being mindful of the overall cost.
- c) Develop all templates using Responsive Web Design, which adapts to the size of the device each visitor is using, making the site mobile-friendly and easy-to-use.

## **3. Build for ADA compliance:**

- a) Make the site inclusive by using current best practices for web accessibility in all templates, with the goal of conformance to WCAG 2.1 level AA (this is the level currently expected for municipal website ADA compliance).
- b) As part of content migration and entry, provide remediation of content to bring it up to WCAG 2.1 level AA standards. Budget constraints may limit remediation of large or complex documents and pages.
- c) Provide an accessibility orientation session to staff to gain an understanding of who is being served, and cover the basics of how content needs to be prepared and entered.
- d) Write an Accessibility Statement that explains how Waitsfield is meeting accessibility goals.



#### 4. Implement town-specific features, including:

- a) **Meeting document management:** Staff can easily post agendas, minutes, and related documents, and keep them organized by date. Archiving is automatic: you don't have to edit the site to shuffle things around after each meeting, or at the start of a new year.
- b) **Calendar:** A clear listing of upcoming meetings and events. Upcoming meetings will show automatically on the home page, as well as each board, committee and commission's page. Calendar events can be imported automatically from Google Calendar and Microsoft 365.
- c) **Notices:** The news system organizes bulletins by date, and automatically archives them off the home page when appropriate. These are great for public notices, job openings, bids, etc.
- d) **Notifications:** Whenever meetings, news, or meeting documents are added to the website, notifications will go out automatically to subscribers by email. A Mailchimp account is required for this feature — free up to 500 recipients. (Automatic Facebook and text messaging is coming soon as a paid add-on.)
- e) **Payment system integration:** We would link to your existing payment service.
- f) **File management:** Quickly upload, and list for download, various documents such as ordinances, master plans, applications, etc. The website's archives are organized by folders that you create, so you can keep these documents organized.
- g) **Site search:** Quickly find content, both on web pages and in documents.
- h) **Alert banner:** An optional site-wide banner that shows urgent information.
- i) **Forms:** We'll make a contact form for you. You can easily create additional forms as needed for employment applications, surveys, filing complaints, and special projects.
- j) **Contacts page:** You can easily post contact information. All email addresses displayed on the website are embedded in a way that helps protect them from being spammed, while real people can just click on the link to send you an email. We will also put a general contact form on this page.
- k) **Resource guide:** You can easily create pages with links to documents and other websites.
- l) **FAQ:** Quickly update and organize a "quick answers" page.
- m) **Privacy policy:** We'll draft a web privacy policy that covers website use, cookies, and the data you collect from website visitors.

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**"Ecopixel has always provided us with great support, and we trust them to keep things user-friendly and secure on both the front and back ends."**

— Kristen Sharpless, Executive Director, Stowe Land Trust, Vermont ([stowelandtrust.org](http://stowelandtrust.org))  
Ecopixel customer since 2004

## **5. Migrate, organize, and ADA-remediate content:**

It is all too easy to underestimate the work needed to migrate, lay out, and provide ADA remediation of existing content. We do it right!

- a) Migrate content only from the [www.waitsfieldvt.us](http://www.waitsfieldvt.us) website: approximately 1,220 documents and 370 web pages as of 12/19/22. A cost-savings could be realized by migrating less content.
- b) Organize and upload information and documents to build out the new website, following the content structure developed in scope of work #1. Our goal here is to deliver a website that is pretty much ready to go, saving staff time.
- c) Mitigate ADA compliance issues with content to bring it up to the current WCAG 2.1 level AA standard. Many of the existing content has issues preventing compliance, such as missing headers, missing alternative text, content provided in graphics only, and untagged PDF documents. We will remedy these types of problems during this step. Please note that budget constraints may limit remediation of large or complex documents and pages.
- d) Review and improve each major page's layout to make everything easier to find.

## **6. Provide ongoing maintenance, support and hosting:**

- a) Provide prompt training and support by phone, chat, email and online meetings.
- b) Provide reliable hosting with backups, firewall, and other security measures.
- c) Provide 100% SSL encrypted service (no browser security warnings).
- d) Power the website with the easy-to-use, secure TYPO3 CMS platform.
- e) Upgrade the website to new versions of the CMS software as they become available, which adds helpful editing features, and maintains the security and stability of the website.
- f) Provide minor ongoing website design updates to keep up with Waitsfield's evolving needs, changes in technology, web accessibility best practices, and visitor expectations.
- g) Provide managed DNS (domain name system) service and domain name management.
- h) Assist the Town with obtaining a free Dot Gov domain name, if desired.

# Service Details

## **Meeting Document Management**

We have created a built-in meeting management system that saves staff time and provides safe long-term archiving of these important documents. All of the documents related to a single meeting are grouped together — agendas, packets, minutes — as well as minutes approval status and meeting date. Adding documents is as simple as drag-and-drop from your computer. PDF documents are displayed

right in your browser without needing to download them first. Meetings are automatically archived by date, by committee, and searchable by date or keyword.

## Web Accessibility

Accessibility and usability are at the core of what we do at Ecopixel; we want your website to be universally available and inclusive! Project lead Paul Hansen is a member of the TYPO3 Accessibility Team, which implements and promotes accessibility throughout the project's worldwide community.

Ecopixel deploys sites that are accessible to those with diverse hearing, movement, sight, and cognitive ability, which can make websites difficult to use. We'll build the site to comply with ADA and Section 508, the U.S. Federal accessibility standard, by following Web Content Accessibility Guidelines (WCAG) 2.1, level AA.

It's an unfortunate fact that most websites today fall short of meeting accessibility requirements. Platforms like Wix, Squarespace and Weebly do not prioritize accessibility, and most WordPress and Joomla! themes also lack important accessibility features.

Accessibility efforts span the entire project. When we kick off our work together, we'll talk about how it drives design choices and the way you'll develop any new content. Throughout template development, we'll test for accessibility using multiple testing tools and screen readers.

During content migration/entry, we'll remediate content as needed to conform to WCAG 2.1 level AA. **Without this important step, your new site would not be ADA compliant.**

Web accessibility is also an ongoing effort for both content and design. We'll provide coaching to help you create content in a way that maintains accessibility. We'll also update the templates of your website to meet current best practices for web accessibility. These standards continue to evolve as new methods are developed to make the web more accessible.

## Editor Training & Support

Ecopixel provides initial and ongoing training at no cost — whenever new staff come on board, or existing staff would like a refresher, or training in new features. We're here to help you make the most of your website.

Our primary support method is direct and personal. We love talking with our customers and guiding them to make the most effective use of their websites. It's no bother — it's what we're here for!

We provide complete technical support for any problems with access to, or function of your website. We also proactively monitor, maintain and improve our platform to make sure your site is secure, available and effective. Our service includes direct ongoing support to each person with editing access to the site so they can get help when they need it without going through a central contact person or IT consultant; and so they can make the fullest use of our platform. We're just a phone call or email away.

We'll also provide in-depth self-service documentation.

## Content Management System

We would run the website on the open-source TYPO3 CMS platform that we've used since 2004. TYPO3 is a secure, easy-to-edit, and reliable platform that is great for municipalities. For example, it powers the Quebec.ca government site that serves a population of 8.5 million people. With TYPO3's track record of long-term reliability stretching back almost 25 years, we're confident it will be around for a long time. To learn more about TYPO3, please visit: <https://typo3.org/cms>

### Highlights

- *Open source, not proprietary:* TYPO3 is improved by hundreds of developers around the world. Unlike a proprietary system where you're locked into a particular provider, TYPO3 is freely available through an open source license.
- *Automatic navigation menus:* As you add, move, and remove pages, the navigation updates automatically. Links within the website are monitored and updated when you make changes so that internal links are never broken. This is true for both pages and files.
- *Image cropping and mobile image optimization:* TYPO3 generates images optimized for each placement and device, and lets you crop images while leaving the original intact.
- *Fantastic text editor:* Richly format text and add highlight boxes, bullet lists, headers, and links. When you paste in content, it is cleaned up automatically, so extraneous formatting won't mess up the web page.
- *Drag-and-drop file upload:* Drag one photo — or dozens — into a folder to quickly upload them.
- *Link checker:* TYPO3 will scan the website and show report any links that need fixing. Broken links are highlighted in the backend editor so they are easy to find and fix.
- *Manage uploaded files:* A web-based file manager lets you organize uploaded documents and images so you can easily link to them, reuse them, and keep them up-to-date.
- *Easy to share URLs:* All pages have friendly URLs without numbers of random gibberish.
- *Email address spam protection:* Email addresses on web pages in TYPO3 are encoded so they're harder for spammers to pick up. They work fine for real people, though.
- *Dynamic content elements/blocks:* Easily manage and reuse content throughout the site.

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**The website looks fabulous and even more importantly — it works!!!!  
It's so easy to navigate. Donors and community are raving about it."**

— Emma Ellsworth, Executive Director, Mount Grace Land Conservation Trust, Massachusetts ([www.mountgrace.org](http://www.mountgrace.org))  
Ecopixel customer since 2020

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## Example Customer Experience

### **Town of Waterbury, Vermont**

[www.waterburyvt.com](http://www.waterburyvt.com)

*Population:* 5,331

*Customer since:* 2010

Ecopixel was selected in 2010 to create a website for the Town and Village of Waterbury — a site that the staff could edit on their own, with easy access to Ecopixel’s support. The staff have commented at how pleased they have been with the ongoing support that Ecopixel provides.

Ecopixel also reached out to the town the day after Tropical Storm Irene hit. The storm caused widespread flooding in the town. Ecopixel provided extra assistance in online communications during an extremely difficult time. Ecopixel quickly implemented a community bulletin board for donations. This bulletin board handled hundreds of postings.

A redesigned website was launched in summer 2021 with a focus on web accessibility, updating the website with a fresh design, a new calendar, and mobile-optimized layout.

### **Town of Richmond, Vermont**

[www.richmondvt.gov](http://www.richmondvt.gov)

*Population:* 4,167

*Customer since:* 2022

Ecopixel collaborated with the town’s web committee on a new website with features that make editing easy for staff, and finding information easy for residents. The new design is mobile-friendly and responsive, which means it looks great on all screen sizes. It conforms to ADA web accessibility guidelines.

The website has a fresh, colorful design that reflects Richmond’s natural surroundings. Ecopixel designed “dashboards” for each of the town’s boards, committees, and departments.

Ecopixel’s new meeting management system keeps hundreds of meeting documents per month grouped together by meeting. It’s easy for website editors to drag-and-drop minutes, agendas, and packets/reading files into the website backend. Once the minutes are approved, website editors can set the approval date and it shows as approved in the frontend. Meetings automatically appear in the municipal calendar and meeting archives. Staff can tag meetings with categories to cross-reference major projects or ongoing topics.

A new town website is more than just its design — historical information is important, as well. Ecopixel migrated and reorganized 7,000 documents and hundreds of pages from the old WordPress website. Ecopixel created a new site content structure to make it easier for residents and visitors to find things.

Ecopixel developed and tested the site’s design to foster inclusion and follow ADA guidance by conforming to WCAG 2.1 Level AA accessibility standards. This is the current government standard for ensuring visitors with disabilities do not run into barriers when using the website.

Ecopixel will continue making progressive improvements to the site as part of its ongoing proactive maintenance, reliable hosting, and prompt support.

## **City of Essex Junction, Vermont**

[www.essexjunction.org](http://www.essexjunction.org)

*Population:* 10,590

*Customer since:* 2013

Ecopixel was selected in 2013 to create a website for this thriving community that is home to a large semiconductor plant and the county fairgrounds. A staff member remarked, “We love our new website. It’s our new best friend!” The site includes a complete calendar of all municipal meetings, a document archiving system, and an email notification system.

A favorite feature is the document notification system. This efficient and cost-effective system has worked great for distributing meeting agendas, packets, and minutes.

In November, 2022, we launched a redesign of this website. We carried over all of the existing content, as the TYPO3 CMS was still used. The redesign has a bright color scheme and focuses on web accessibility and mobile device ease-of-access.

## **Team Members & Qualifications**

### **Paul Hansen**

*project lead, designer/developer*

Paul Hansen has designed and developed websites since 1993. Since founding Ecopixel in 2002, he has led the design and development of websites for municipal and nonprofit customers. Paul also oversees support, training, hosting infrastructure, security, administration, and related services. He happened to be in college when the web was invented, and was an early adopter of the technology.

### **Heidi Fryzell**

*user experience (UX) and frontend production manager*

Heidi Fryzell has 20+ years of web experience and holds a M.S. in Strategic Technology Management and a B.A. in communications/graphic design. She has served as IT manager/web content manager for a national athletic clothing brand, as technology/web manager at the University of Vermont, and is a Salesforce Certified Administrator. With up-to-date frontend development training, Heidi excels at coding websites, maintaining data, understanding the customer, and supporting users.

## Gabe Troyan

*full-stack developer*

As a versatile software engineer, Gabe programs the frontend and backend features of Ecopixel's innovative websites. In the last year, Gabe has developed the ADA/Section 508-conformant calendar implementation used in the Town of Waterbury, Vermont website, and is developing Ecopixel's new meeting document management system with the Town of Richmond, Vermont as the first deployment.

## Why Ecopixel?

- We focus on serving municipalities and nonprofits — the services and organizations at the heart of our communities. We help them get their jobs done. Our support includes help with anything you need to get the most out of your website. We don't just build a pretty website and dump it on your lap so you have to figure out how to keep it hosted, secure and running!
- We'll give your community the attention it deserves, and always be accessible when you need us.
- Ecopixel is a small Vermont business that has been around since 2002. This means you'll work with an expert throughout your website's development. When it comes to support, you'll get the same expert service from the same people that built your site.
- We strive for a collaborative approach. We're on the same team and working together, through the website development and on down the road. If you'd like, we'll invite you into our project management tool so you can see our progress on various aspects of the project. Prefer to just pick up the phone? That's great, too! We'll prepare meeting memos to ensure we are on the same page.
- Accessibility is a real priority for us. Websites must be ADA compliant, but unfortunately, many fall short. We design and develop templates that are mobile-first and conform to WCAG 2 level AA. We'll help you format your content so it is accessible to your website visitors, and providing training so you can add new content in an accessible, inclusive way.
- We're an all-in-one provider of design, development, hosting, and maintenance. This means there's no finger-pointing if there's a technical issue; we're on it and we'll make it right. Our cloud-based hosting is optimized for TYPO3 CMS and includes software updates, monitoring, backups, and firewalls and other security measures.
- Ongoing maintenance work is as important to us as making the initial website. We're here to support your website over the long haul.

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**“We couldn't be happier with our new website, built and hosted by Ecopixel. Visitors love the rich imagery and ease of navigation, and we love the user-friendly yet powerful content management system and their responsiveness to support needs.”**

— Ryan Owens, Executive Director, Monadnock Conservancy, New Hampshire ([monadnockconservancy.org](http://monadnockconservancy.org))  
Ecopixel customer since 2019

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## Proposed Website Budget

This cost is based on the scope of work and what we know as of December 19, 2022, and is valid for 60 days. Ecopixel will not exceed any contracted budget unless the customer requests changes to the scope of work or additional services. Written customer approval of any cost increase will be required.

### Cost breakdown:

- **Website design & development** (scope of work sections 1 – 4): \$5,760
- **Content migration and ADA remediation** (scope of work section 5): \$7,950 at \$5/page, based on our initial estimate of 1,590 existing pages/documents; additional pages or documents billed at \$5 ea.
- **Ongoing support, hosting, and maintenance** (scope of work section 6): \$1,800/year
  - Includes email notification service.
  - Includes DNS and annual registration for one domain name. Additional domains: \$19.95/year each.
  - Includes 2,000 records. Additional 250 records, as needed: \$90/year. Records are the significant pieces of your website, like pages, files, meetings, contacts, and forms. We do not charge for anything else related to hosting, such as disk space, traffic, or the number of people making edits.

### Cost savings:

- There is no charge for training or support.
- A cost-savings could be realized by migrating less content.
- You'll be able to easily update the site's content on your own, with our prompt support and guidance.
- In the future, we could combine multiple Town sites under one platform to ease administration and reduce design costs. These could be departmental websites or websites for initiatives.
- As a comprehensive service provider, we'll save staff time and reduce costs compared with juggling multiple web technology providers.

## Next steps

We look forward to meeting with you again to answer your questions, and make any adjustments necessary to the scope of work. We would then provide a contract with the final budget for approval.

**Timeframe:** We are available to start as soon as January, 2023. Website projects of similar complexity have taken 4-6 months to allow time for communication and decision-making. We would plan a realistic timeline at the start of our work together.

*Thank you for your consideration. We would be honored to serve the Town of Waitsfield!*



## American Rescue Plan Act (ARPA) Grant Agreement

This Grant Agreement (“Agreement”) is effective as of XXXX (the “Effective Date”), between the following parties: The Town of Waitsfield, Vermont, a 501(c)(3) tax-exempt governmental organization in Vermont (“Grantor”), and XXXX.

### Recitals

Whereas, the Grantor has the following mission:

*Utilize American Rescue Plan Act 2021 (H.R. 1319, 4001) resources locally to for the purpose of community enhancement and revitalization of Waitsfield, following the repercussions of COVID-19*

Whereas, the Grantor intends to make a grant to the Grantee for the following purpose:

*To be completed for each project*

Whereas, the Grantee is seeking to undertake a program or project (“Project”) in support of the mission of the Grantor;

Now, therefore, the Grantor and the Grantee agree to the following:

#### Article 1 – PLEDGE:

Subject to the terms of the Agreement, the Grantor pledges to transfer to the Grantee a grant valued at \$XXXX (the Grant).

#### Article 2 – TRANSFER:

The Grant funds will be transferred to the Grantee via a signed check from the Town.

#### Article 3 – PAYMENT:

The Grantor will transfer the Grant Funds to the Grantee under this Agreement as follows:

##### EXAMPLE:

- *The first payment of 20% (\$5,000.00) will be issued within 30 days of the award execution.*
- *The second payment will be issued based on a project progress report of 60% completion, for \$10,000.00.*
- *The final installment of the remaining 40% (\$10,000.00) will be made upon proof of the total project completion, in accordance with the intent of the project, as outlined here within.*

#### Article 4 – TERMS:

By accepting the Grant Funds, the Grantee confirms:

- (a) All grant funds issued are to be spent explicitly on the project, as defined and outlined here within.
- (b) Individuals connected with this Grant or the Grantee are to receive no benefits, goods, or services pursuant to this Grant, or otherwise related to this award.

(c) This Grant is not to be used to service existing debts or to be saved in any reserve fund. This Grant may also not be used as a Sub grant for any other reason.

#### **Article 5 – SUSPENSION OR TERMINATION**

The Grant Period is from the Effective Date to XXXX.

Unless suspended or terminated pursuant to the conditions below, this Agreement will terminate at the end of the Grant Period and any Grant Funds that are not encumbered or have been expended by the Grantee, shall be returned to the Grantor.

This Agreement may be suspended or terminated in whole or in part in any of the following situations by:

(a) Grantor when the Grantee fails to comply with the terms and conditions of this Agreement, provided the Grantor gives Grantee notice of non-compliance and Grantee does not remedy such non-compliance within 15 days of notice. Non-compliance includes expending the Grant Funds for any purpose other than that outlined in the agreement;

(b) Mutual agreement of the Grantor and the Grantee: or

(c) The Grantee on written notice to the Grantor setting forth the reasons for such action, the effective date, and, in the case of a partial termination, the portion to be terminated, along with sufficient justification.

No costs incurred during a suspension period or after the effective date of a termination will be allowable under this Agreement, except those costs which, in the opinion of the Grantor, the Grantee could not reasonably avoid. Any Grant funds held by the Grantee at the effective date of termination that are not encumbered or have not been expended shall be immediately returned to the Grantor.

#### **Article 6 – GRANT REPORT & EVALUATION:**

The Grantee agrees to submit Grant Reports and regular intervals throughout the duration of the Grant, as well as no later than 30 days after the termination of the agreement.

The report will include:

- (1) A description of Project activities that have taken place to date,
- (2) A description of any unanticipated effects of or on the Project, and
- (3) A full financial account (invoice) of the costs incurred.

The Grantee will keep adequate records to document the expenditure of funds, invoices, receipts, and any other relevant information pertaining to the status of the project.

#### **Article 7 – BINDING EFFECT:**

The Grantor acknowledges and agrees that the Grantee's agreement to use the Grant Funds for the agreed-upon purposes shall constitute full and adequate consideration between the Parties for this Agreement. This Agreement is binding on the Parties and their successors and assigns, except to the extent terminated in accordance with its terms. This Agreement shall be subject to and interpreted

under the laws of the State of Vermont. This Agreement supersedes any prior oral or written understandings or communications between the Parties with respect to the subject matter of this Agreement. The provisions of this Agreement are severable so that, if any provision is found to be invalid or in error, such finding will not affect the validity or enforceability of the remaining provisions.

**EXECUTION**

**Town of Waitsfield**

**Representative Name:** \_\_\_\_\_

**Representative Title:** \_\_\_\_\_

**Representative Signature:** \_\_\_\_\_

**XXXX**

**Representative Name:** \_\_\_\_\_

**Representative Title:** \_\_\_\_\_

**Representative Signature:** \_\_\_\_\_

## Waitsfield Wastewater Project Proposed Planning Structure

### Project Teams

- **Project Coordination Team (PCT)** - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
  - Members
    - Josh, MRVPD (lead)
    - Annie, Town of Waitsfield (support)
    - JB, Town of Waitsfield (support)
  - Meets weekly (1 hour)
- **Engineering / Technical Team (ETT)** - Liaise with respective boards, work directly with Dubois & King on the PER and future engineering/design,
  - Members
    - Bob Cook, PC
    - Chach Curtis, SB
    - Robin Morris, WC
    - Jon Ashley, D&K
    - Josh, MRVPD (support)
  - Meets bi-weekly (1.5 hours) and as needed
- **Funding Team (FT)** - Takes the lead on preparing funding applications, grant administration, and pursuing funding sources
  - Members
    - JB (grant application lead)
    - Randy, Town of Waitsfield (grant admin)
    - Josh (pursuing funding sources lead)
    - Jon (grant application assistance)
  - Meets bi-weekly (1.5 hours) and as needed
- **Public Outreach Team (POT)**
  - Members
    - Annie (lead)
    - Josh (support)
    - Chach (represent the project at meetings, make presentations)
    - Other?
  - Meets bi-weekly (1.5 hours) and as needed, especially before events

## Waitsfield Wastewater Project Proposed Planning Structure

### Project Timeline

**Duration:** January 2023 - March 2024 (Town Meeting)

- **Preliminary Engineering Report (now - June 2023)**
  - **Engineering / Technical Team**
    - Ongoing Tasks
      - Meeting Frequency: Bi-monthly
      - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
    - Work with Dubois & King to go over their work and review questions they might have (ETT)
    - Work with D&K to make sure they are sticking to the project calendar (ETT, JS minor)
    - Communicate progress of work and capacity scenarios
      - Debrief at monthly ETT meetings (ETT)
      - Prepares updates to respective boards (AD, JW)
      - Community meetings (POT, ETT, SB, PCT)
    - Develop a WW scenario recommendation (ETT, PCT)
      - Present to SB and PC (PCT)
    - Select a WW scenario (SB)
      - SB and Water Commission to coordinate in order to make a determination on water connections. (SB, WC, AD)
    - Begin work on Project Design Agreement/Contract (ETT, AD/Selectboard)
  - **Funding Team**
    - Meeting Frequency
      - Bi-monthly
    - Pursue opportunities for funding the Design Phase and potential future construction Phase (FT)
      - Step 2 Design Loan
      - PPL
      - Project Based TIF
      - NBRC
      - EDA
    - Work on funding applications (FT)
    - Reporting for CWSRF Repayments for Feasibility Study and PER Loan (FT, Randy)
  - **Public Outreach Team**
    - Ongoing Tasks
      - Meeting Frequency: Bi-monthly and as needed
      - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
    - Explore opportunities to visit communities that have successfully implemented similar wastewater solution projects (POT, PCT)
    - D&K outreach (Chris Sargent)

## Waitsfield Wastewater Project Proposed Planning Structure

- Story Map
- Support of other outreach efforts
- Community Meeting (April)
  - Focus: Provide a complete project overview to date (no new info presented)
  - Prepare materials and outreach (POT)
  - Reserve room/day of logistics (POT)
  - Attend, present, and answer questions (POT, PCT, ETT, SB, PC)
- 30/60/90 meetings for D&K to present the findings of their PER work to the Selectboard
  - website/newspaper/front porch forum updates (POT)
  - Presentation and questions (ETT, PCT)
- Community Meeting (June/July)
  - Focus: Present the selected wastewater scenario
  - Prepare materials and outreach (POT)
  - Reserve room/day of logistics (POT)
  - Attend, present, and answer questions (POT, PCT, ETT, SB, PC)
- Town Webpage w/ project overview and regular updates (POT)
- VR / pamphlets / FPF (POT)
- **Project Design (July 2023 - March 2024) - Start date due to state fiscal calendar**
  - **Project Management Team**
    - Check-in meeting with Selectboard ETA Summer 2023
      - Revisit Timeline
      - Revisit Target Dates
      - Revisit Project Organization Ideas document
    - Coordinate with PC's bylaw & Irasville Master Planning efforts
  - **Engineering / Technical Team**
    - Ongoing Tasks
      - Meeting Frequency: Bi-Weekly and as needed
      - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
    - Negotiate final Project Design contract (ETT, SB/AD)
    - Work with D&K on design including answering questions they have (ETT)
    - Work on acquiring potential easements and landowner permissions as needed (SB, ETT, PCT)
  - **Funding Team**
    - Submit funding applications for Design Work (Step 2 CWSRF) - 7/1 their priority list released. Waitsfield will be on it due to existing PER efforts (FT)
    - Pursue funding opportunities for construction/build out (FT)
      - See above
    - Make applications for funding opportunities (FT)

## Waitsfield Wastewater Project Proposed Planning Structure

- Prepare a funding plan to bring to voters for Town Meeting '24 (goal) and prepare Article of Town Meeting warning (potential bond vote) (SB, FT, PCT)
- **Public Outreach Team**
  - Website updates / VR articles / pamphlet (mailer?) / FPF / other print media (POT)
  - Multiple Community Meetings - build support for potential bond vote in March '24 (POT)
  - Meet with stakeholder groups, engage in dialogue to understand and address concerns (POT)
  - Prepare presentation for SB budget meetings and Town Meeting '24 (POT)

### **MRVPD Role (in detail, as included above)**

- Project Coordination Team Lead
  - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
- Participate in all Team activities
  - Project Coordination Team
    - Lead
  - Engineering / Technical Team
    - Support and connector
  - Funding Team Support
    - Pursuing funding sources lead and participation on Funding Team
    - Support & connector
  - Public Outreach Team
    - Co-lead with AD
- PCT Lead Weekly Update
  - GDoc form updated weekly team meetings
- Participate in all presentations
  - Key for organization activities (party planning) and outreach

## MEMORANDUM OF UNDERSTANDING

### **BETWEEN THE TOWN OF WAITSFIELD AND THE MAD RIVER VALLEY PLANNING DISTRICT FOR THE WAITSFIELD WASTEWATER PLANNING PROJECT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Town of Waitsfield (hereinafter referred to as “Waitsfield”), whose address 4144 Main Street, Waitsfield, VT 05673, and the Mad River Valley Planning District (hereinafter referred to as “MRVPD”), whose address is 4061 Main Street, Waitsfield, VT 05673.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Waitsfield Wastewater Planning Project will operate and function. The collaboration between Waitsfield and MRVPD is seen as mutually beneficial for the stated goals of both the Waitsfield Town Plan and the MRVPD created MRV Vision Statement.

3. **Terms.** This MOU is effective on the date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective state and municipalities shall remain in full force and effect until March 5<sup>th</sup> 2024. This MOU may be terminated by Waitsfield or MRVPD in the event that either is negligent in their stated responsibilities, or if deemed in the best interest of both parties. The MOU may also be extended by written agreement if signed by the duly authorized representatives of the parties.

4. **Responsibilities of Waitsfield.** Waitsfield assumes responsibility for providing sufficient oversight, expectations, and direction to MRVPD for successful accomplishment of the Waitsfield Wastewater Planning Project. The teams, boards, and individuals tasked here within are responsible for providing adequate and timely information and communications to MRVPD. Unambiguous timelines and deliverables for various components of the project will be provided by Waitsfield. There will be no monetary exchange for any component of this project between Waitsfield and MRVPD. Waitsfield asserts the annual monetary contribution made by the Town to MRVPD and the goodwill of the organization to complete this project in good faith on behalf of the Mad River Valley are sufficient for MRVPD’s effort on this project.

5. **Responsibilities of Mad River Valley Planning District.** The MRVPD assumes responsibility for the Project Coordination Team Lead, Engineering/Technical Team support, Funding Team support, and Public Outreach Team co-lead. These delineations of the planning support structure are made clear in Attachment I. MRVPD will participate in scheduled meetings, meet forecasted deadlines for deliverables, and communicate effectively any recommendations or projected shortcomings of the organization. The project timeline in Attachment 1 illustrates the intended accomplishment of the various tasks related to this project. MRVPD is responsible for understanding the stated timelines and completing all associated tasks. There will be no monetary exchange for any component of this project between Waitsfield and MRVPD.

#### **6. General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.



**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Vermont. The courts of the State of Vermont shall have jurisdiction over any action arising out of this MOU.

**C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**7. Attachments:** The attachments listed here and included here within the MOU are integral components of the agreement and are as binding as the MOU.

Attachment I: *Waitsfield Wastewater Project Planning Structure and Timeline*

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**MAD RIVER VALLEY PLANNING DISTRICT**

\_\_\_\_\_  
Joshua Schwartz, MRVPD Executive Director

\_\_\_\_\_  
Date

**TOWN OF WAITSFIELD**

\_\_\_\_\_  
Annie Decker-Dell'Isola, Town Administrator

\_\_\_\_\_  
Date

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, February 13, 2023**

4 **Draft**

5  
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Christine Sullivan. The meeting  
7 was held in person at the Waitsfield Town Offices and remotely via Zoom.

8 Members Present: Chach Curtis, Fred Messer, Brian Shupe, Christine Sullivan

9 Staff Present: Annie Decker-Dell’Isola (Town Administrator)

10 Others Present: Laura Arnesen (Mad River Recreation District), Michael Bransfield (Free  
11 Wheelin’), Jeff Campbell, Bob Cook (Planning Commission), Kaziah Haviland (Downstreet),  
12 Anthony Italiano (MRVTV), Michelle Kersey (Downstreet), Robin Morris (Water Commission),  
13 Ross Saxton (Mad River Path Association)

14  
15 **II. Regular Business.**

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

18 Review of the Wastewater Project’s Project Priority List application was added to the agenda.

19  
20 **2. Public Forum.**

21 There were no comments provided.

22  
23 **3. Mad River Path updates.**

24 a. Recreation Hub update and consider proposed northern crosswalk location

25  
26 Ms. Decker-Dell’Isola provided some background information, explaining that the logistics of a  
27 connector trail from the approved southern trail crossing into Irasville were being evaluated,  
28 along with a review of related grant agreement changes.

29  
30 Mr. Saxton provided a site plan for a proposed location of a northern crossing just south of the  
31 cemetery, which would cross over to the Mad River Green area. He explained that  
32 conversations are still needed with VTrans to determine details regarding the exact location at  
33 which to cross, and noted some of the potential work that would be involved in construction of  
34 the path and intersection with Route 100. He noted that most of the landowner permissions  
35 that would be required are in place, and emphasized the importance of appropriate signage  
36 and road marking maintenance.

37  
38 Mr. Saxton and Ms. Arnesen answered questions from Board members, with Mr. Saxton  
39 explaining that he will be available for consultation once the new Mad River Path Executive  
40 Director has taken over and Ms. Arnesen noting that she is also part of the project  
41 management. She also predicted that the finalization of the grant agreement with the  
42 necessary changes is not likely to happen for another few weeks.

43  
44 Board members agreed that the proposed site is a good location for the northern crosswalk and  
45 that exploring this option with VTrans is a suitable step.

47 **MOTION:** *A motion to approve the request from the Mad River Path Association/Recreation*  
48 *District to explore the proposed location for a northern Recreation Hub crosswalk with VTrans*  
49 *was made by Mr. Shupe. The motion was seconded by Mr. Messer. All voted in favor.*  
50

51 b. Request for zoning fee waiver for trailhead kiosks for Certificates of Occupancy (CO)

52  
53 Because of the amount of zoning fees waived (\$1000) for the installation of these kiosks, it was  
54 decided to approve a waiver for half of the zoning fees associated with COs.

55  
56 **MOTION:** *A motion to waive \$250 of the \$500 CO fees for kiosk installation was made by Mr.*  
57 *Shupe. The motion was seconded by Mr. Messer. All voted in favor.*  
58

#### 59 **4. Consider recommendation from ARPA Advisory Committee**

60 Ms. Decker-Dell'Isola explained the process and ranking procedure used by the Committee, and  
61 summarized the information available regarding the funding applications which had been  
62 reviewed. The following points were clarified:

- 63 • Next steps will likely include Committee work to create a contract with each of the  
64 groups receiving funding; discussions at that point should eliminate finalization of  
65 funding to those groups who did not receive their full amounts requested across towns  
66 or through other sources.
- 67 • Those contracts will come back to the Selectboard for final approval.
- 68 • Coordination with Efficiency Vermont is necessary before the final amount requested  
69 for lighting at Waitsfield Elementary and Harwood Union is clarified.
- 70 • The Couples Field request was set aside, as it was understood by the Committee that  
71 another solution had been found; Ms. Decker-Dell'Isola has not received a response to  
72 her inquiries seeking to confirm this.
- 73 • There were concerns raised regarding Downstreet's current property maintenance. Ms.  
74 Haviland and Ms. Kersey were present, and explained that staffing shortages have  
75 created some maintenance issues, and that the organization is contemplating cameras  
76 on dumpster areas as well as a new dumpster enclosure as part of future  
77 improvements. They indicated that this award would help show community investment  
78 when seeking funds from other sources.

79  
80 **MOTION:** *A motion to approve the recommendations of the Committee, with the exception of*  
81 *the Harwood Union request for which more information is required; approval is conditioned*  
82 *upon confirmation that the project outlined will be completed. The motion was seconded by Mr.*  
83 *Curtis. All voted in favor.*  
84

#### 85 **5. Consider proposed project coordination plan for wastewater project.**

86 A draft of a plan for continuing work on the wastewater project, which includes engaging  
87 Joshua Schwartz of the MRVPD to provide project support for the structure/teams approach  
88 outlined, was reviewed. If there is approval of this approach by both the Selectboard and the  
89 MRVPD, the next step will be drafting a more specific MOU.  
90

91 **MOTION:** *Mr. Curtis made a motion to authorize staff to proceed with drafting an MOU with*  
92 *the Mad River Valley Planning District for the wastewater project proposed planning structure*  
93 *as enclosed in the report. The motion was seconded by Mr. Shupe. All voted in favor.*  
94

95 **6. Project Priority List Application Review.**

96 Ms. Decker-Dell'Isola explained that applying for inclusion on the Project Priority List is a  
97 requirement for being eligible for upcoming DEC funding rounds.  
98

99 Mr. Curtis suggested a couple of additions to the application material, including noting benefits  
100 to neighboring towns through potential connections to the system and the opportunity created  
101 for housing problem solutions.  
102

103 **MOTION:** *Mr. Shupe made a motion to approve submission of the Application, subject to*  
104 *possible minor amendments based upon the comments provided. The motion was seconded by*  
105 *Mr. Curtis. All voted in favor.*  
106

107 **7. Consider VLCT letter of support for proposed Project Based TIF.**

108 Ms. Decker-Dell'Isola explained that VLCT has reached out to several towns who may benefit  
109 from this funding program, and that she is encouraged by the possibilities. They have asked for  
110 towns to submit a letter of support for this type of program. Mr. Shupe provided some details  
111 of how the program works, noting that loans are paid back based upon Grand List increases  
112 resulting from a specific project.  
113

114 **MOTION:** *Mr. Shupe made a motion to authorize the Town Administrator to submit a letter of*  
115 *support for the proposed Project-Based TIF, and to testify if her schedule allows. The motion*  
116 *was seconded by Mr. Curtis. All voted in favor.*  
117

118 **8. Consider Waitsfield constable appointment.**

119 Mr. Campbell provided some background information and noted his history of working with  
120 MRVAS, the Warren Fire Department, and as Constable for Warren. Mr. Messer inquired about  
121 monitoring of handicapped parking space use; Mr. Campbell confirmed that he would look into  
122 related logistics and legality.  
123

124 **MOTION:** *Mr. Messer made a motion to appoint Mr. Campbell as Waitsfield Constable for a*  
125 *term of one year. The motion was seconded by Mr. Curtis. All voted in favor.*  
126

127 **9. Treasurer appointment clarification.**

128 Ms. Decker-Dell'Isola explained that details of Mr. Brittingham's appointment were not clarified  
129 at the time he was hired.  
130

131 **MOTION:** *Mr. Shupe made a motion to clarify that Randy Brittingham's appointment as*  
132 *Treasurer is to complete Sandy Gallup's term, ending in March, 2024. The motion was seconded*  
133 *by Mr. Curtis. All voted in favor.*  
134  
135

136 **10. Consent Agenda.**

137

138 **MOTION:** *A motion to approve the consent agenda, consisting of the items listed below, passed*  
139 *unanimously.*

140

- 141 • Approval of the Minutes of January 30, 2023.
- 142 • Bills Payable and Treasurer’s Warrants.
- 143 • Authorize Town Administrator to sign Emergency Management EOC Grant Agreement
- 144 • Authorize the use of Fire Department van sale revenue (\$4,000) to be applied to FY23
- 145 operating costs associated with improvements to the new Fire Department van
- 146 • Approve 2023 Certificate of Highway Mileage

147

148 **11. Selectboard Roundtable**

149 Mr. Messer reported that he has been working with Central Vermont Humane Society  
150 regarding some animal control logistics.

151 Mr. Curtis had received feedback from a resident concerned about excess speeding. He  
152 inquired about the status of the flashing crosswalk indicator; Ms. Decker-Dell’Isola will be  
153 working with Treasurer Randy Brittingham to follow up on this grant-funded project.

154 Ms. Sullivan suggested a review of the Town’s traffic ordinance, possibly increasing fines in  
155 certain locations.

156 Mr. Shupe noted that he has a meeting scheduled with a likely candidate for Town Meeting  
157 Moderator.

158

159 **12. Town Administrator’s Updates**

160 Ms. Decker-Dell’Isola reported that she recently attended a VLCT Town Meeting training for  
161 moderators, which she found beneficial.

162 It was decided to not schedule a Selectboard meeting for March 6, unless determined to be  
163 necessary at the February 27 meeting.

164 **13. Executive Session**

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

167

168 The meeting entered Executive Session at 7:55 pm and returned to open session at 8:10 pm.

169

170 No further action was taken.

171

172 **III. Other Business**

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

174 **IV. Adjourn**

175 The meeting adjourned at 8:10 pm.

176 Respectfully submitted,

177 Carol Chamberlin, Recording Secretary



VERMONT DEPARTMENT OF PUBLIC SAFETY

**STATE OF VERMONT  
STANDARD SUBRECIPIENT AGREEMENT  
(Federal Fund Source to Non-State Subrecipient)**

**FEDERAL PROGRAM TITLE  
Building Resilient Infrastructure and Communities 2021**

**AGREEMENT WITH  
Town of Waitsfield  
Agreement #02140-31237-004AD**

**Award Amount: \$8,362.50**

*DPS Financial Office Use Only*

- Checked Unique Entity ID# Date: 02/09/23 Initials: AZ*
  - [SAM.gov](https://sam.gov) checked for Suspension and Debarment Exclusions Date: 02/09/23 Initials: AZ*
  - DPS Restricted Parties List Checked Date: 01/31/23 Initials: AZ*
  - Risk Assessment Completed Date: 02/09/23 Initials: AZ*
  - Subrecipient vs. Contractor Determination Form Completed Date: 02/09/23 Initials: AZ*
  - Single Audit Check & Delinquent SAR (VT Bulletin 5\_Eligibility Query in VISION) Date: 02/10/23 Initials: AZ*
  - BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: 01/25/23 Initials: AZ*
  - Certificate of Insurance Date: 2/14/23 Initials: AZ*
  - Executive Compensation Checked (if subaward \$30K or over) Date: \_\_\_\_\_ Initials: \_\_\_\_\_*
- Entered In:
- VT Grant Tracking (VISION) Date: \_\_\_\_\_ Initials: \_\_\_\_\_*
  - FFATA (if \$30K or over) Date: \_\_\_\_\_ Initials: \_\_\_\_\_*
  - FFATA (if required) Executive Compensation Amount Date: \_\_\_\_\_ Initials: \_\_\_\_\_*

**Federal Fund Standard Format to Non-State Subrecipients Only**

**VERMONT DEPARTMENT OF PUBLIC SAFETY**

**STATE OF VERMONT GRANT AGREEMENT** **Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: 02140-31237-004AD		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Building Resilient Infrastructure and Communities 2021			
<sup>4</sup> Amount Previously Awarded: \$ 0.00		<sup>5</sup> Amount Awarded This Action: \$ 8,362.50	
		<sup>6</sup> Total Award Amount: \$ 8,362.50	
<sup>7</sup> Award Start Date: 09/23/2022		<sup>8</sup> Award End Date: 09/22/2025	
<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 40590		<sup>11</sup> Grantee Name: Town of Waitsfield	
<sup>12</sup> Grantee Address: 4144 Main S.			
<sup>13</sup> City: Waitsfield		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05673
<sup>16</sup> State Granting Agency: Department of Public Safety			<sup>17</sup> Business Unit: 02140
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$2,787.50 Description: 25.00%	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee UEI #: KJCLKHNSFKW8		<sup>22</sup> Indirect Rate: _____% <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): June				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

**SECTION III - FUNDING ALLOCATION**

STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS <i>(includes subrecipient Global Commitment funds)</i>						Required Federal Award Information	
<sup>31</sup> Assistance Listings# (formerly CFDA#)	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
97.047	Building Resilient Infrastructure and Communities 2021	\$0.00	\$8,362.50	\$8,362.50	EMB-2021-BR-007	09/23/2022	\$587,118.20
<sup>39</sup> Federal Awarding Agency: US Department of Homeland Security-FEMA			<sup>40</sup> Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				



STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$8,362.50	\$8,362.50		
SECTION IV - CONTACT INFORMATION						
<b>STATE GRANTING AGENCY</b>			<b>GRANTEE</b>			
NAME: Aldijana Zolj			NAME: Annie Decker-Dell'Isola			
TITLE: Financial Administrator			TITLE: Town Administrator			
PHONE: 802-585-4999			PHONE: 802-496-2218 ext. 5			
EMAIL: Aldijana.Zolj@vermont.gov			EMAIL: townadmin@gmavt.net			

**Part 2- Grant Agreement**

**Parties:** This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **Town of Waitsfield** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000726

**Subject Matter:** The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed.**

**Award Details:** Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

**Agreement Term:** **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

**Cancellation:** This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

**Attachments:** This Agreement consists of **14** pages including the following attachments that are incorporated herein:

**Please initial that you have read and understand each Attachment**

- \_\_\_\_ Grant Agreement-Part 1 – Grant Award Detail
- \_\_\_\_ Grant Agreement-Part 2
- \_\_\_\_ Attachment A - Scope of Work to be Performed
- \_\_\_\_ Attachment B - Payment Provisions
- \_\_\_\_ Attachment C - Customary State Agreement Provisions
- \_\_\_\_ Attachment D - Other Provisions
- \_\_\_\_ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

**STATE OF VERMONT**  
**Department of Public Safety**

**SUBRECIPIENT**  
**Authorized Representative**

**By:**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_  
Commissioner/Deputy Commissioner

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

## **ATTACHMENT A SCOPE OF WORK TO BE PERFORMED**

### **Objective:**

The Town of Waitsfield will update its single jurisdictional local hazard mitigation plan (LHMP).

### **Activity to be performed:**

Each jurisdiction is responsible for evaluating the effectiveness of their current plan at achieving plan goals and monitoring the status of mitigation action taken in the community. To encourage resident participation and ownership, each jurisdiction will hold public meetings, inviting residents, business owners, and other potential stakeholders to join the conversation while their plan is in development.

Each jurisdiction must complete the following tasks for updating their LHMP:

- 1) Hire Contractor: Each jurisdiction will seek competitive proposals to complete the LHMP. The jurisdiction will enter a contract with the vendor as selected by the community.
- 2) Scoping Meeting with Town and Contractor: The contractor will work with the jurisdiction to plan and facilitate the first hazard mitigation planning committee, including coordination of participants and preparation of materials. The contractor will explain the hazard mitigation planning process to the jurisdiction's planning committee at the Scoping Meeting, and the group will assign roles and responsibilities as appropriate.
- 3) Initiate Public Input Process: The jurisdiction and the contractor will work together to design and initiate the most appropriate public input strategy for the jurisdiction to maximize meaningful public participation. The Public Input Process may include local news articles, surveys, meetings open to the public and sufficiently advertised, or other preferred alternatives.
- 4) Review Current LHMP: The contractor will facilitate a review of the current LHMP with the hazard mitigation planning committee. The review will help the planning committee familiarize with the local hazards and vulnerabilities described in the LHMP, and identify needed updates due to changes in development, changes in hazards and vulnerabilities, and implementation of mitigation actions.
- 5) Gather Data and Develop Risk Assessment: The contractor will lead data gathering and risk assessment for the jurisdiction. The contractor will provide maps of hazards and vulnerabilities as appropriate. All jurisdictions will evaluate their risks for each hazard addressed in the 2018 State Hazard Mitigation Plan (SHMP) or most recent SHMP and develop an associated vulnerability assessment, which will aid in determining mitigation strategies.
- 6) Identify Mitigation Strategies: The contractor will work with the jurisdiction to develop Mitigation Strategies to address the hazards and vulnerabilities identified through public and stakeholder input, data gathering, and risk assessment. The strategies will be comprehensive, including actions that address local plans and regulations, structure and infrastructure projects, natural systems protection, and education and awareness programs.
- 7) Prepare Draft Plan: The contractor will prepare a draft plan for review and additions by the jurisdiction, public, and stakeholders. Plans must be prepared for approval pursuant to 44 CFR § 201.6.
- 8) Public Outreach on Draft Plan: In addition to the public input gathered during the drafting of the LHMP, a final draft and public comment period will be provided to present the final draft LHMP to the community for any final comments. This can be in the form of in-person or virtual public hearings, or most appropriate outreach method for the community. The contractor will document the public outreach process and results.
- 9) Revisions Based on State/FEMA Comments: Each jurisdiction, after seeking final public input, will submit its plan to Vermont Emergency Management for review. Should revisions be requested by the State, the plans will be revised as appropriate and resubmitted for a second or third review. As Vermont is currently designated Program Admin by State (PAS) for LHMP review, Vermont Emergency Management will notify the jurisdiction of their Approval Pending Adoption (APA) status.
- 10) Plan Adoption: Each jurisdiction will formally adopt their plan and submit the adoption letter and final plan to Vermont Emergency Management for formal approval.

### **Performance Measures:**

The financial assistance provided for this project is contingent/conditioned upon the delivery of an adopted and approved mitigation plan before the end of the period of performance. If a plan does not receive FEMA approval before the end of the period of performance, then FEMA may partially terminate the project, disallow costs associated with the mitigation plan for that community, and recover all payments made to the Recipient for that community.

## ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

### Budget Detail:

Salaries and Benefits	\$
Contractual	\$ 11,000.00
Supplies	\$ 150.00
Travel & Mileage	\$
Equipment *	\$
Other Costs	\$
Indirect Cost **	\$
Total Federal Share	\$ 8,362.50
Total Non-Federal Share (Match)	\$ 2,787.50

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).

\* Federal equipment threshold is \$5,000.00<sup>1</sup>. Please reference Federal equipment compliance requirements.<sup>2</sup> Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

\*\* Current Rate Approval Letter (under 2 CFR 200.332(a)(4)) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval without the need for an official amendment. Contact the DPS Financial Office shown on page 3. Approval will be given provided:

1. It is within the Total Award Amount in effect at the time of the adjustment
2. It does not change the Scope of Work in Attachment A

### PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
  1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

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<sup>1</sup> 2 CFR § 200.313 (d)(1)

<sup>2</sup> 2 CFR § 200.313 (d)(2)

- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

**FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:**

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked “Goods/Services received, not paid.” DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

**Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.**

**These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:**

Name: Aldijana Zolj  
 Via mail: Vermont Department of Public Safety/Financial Office  
 45 State Drive  
 Waterbury, VT 05671-1300  
 Via email: Aldijana.Zolj@vermont.gov

**DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.**

**CLOSEOUT:**

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

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

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees

against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage

including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability  
The policy shall be on an occurrence form and limits shall not be less than:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**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.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**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.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**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>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**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.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United

States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**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.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**(End of Standard Provisions)**



**ATTACHMENT D  
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT;  
ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT  
PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

**1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.** The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT,  
SUSPENSION, AND OTHER  
RESPONSIBILITY  
MATTERS**

**1.** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

**(a)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

**(b)** Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**(c)** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**(d)** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**3.** Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

### **3. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by: <sup>3</sup>

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Subrecipient's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. PROCUREMENT:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.<sup>4</sup>
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises,

and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

### **5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising

<sup>3</sup> 2 CFR § 182  
ADM-107a- January 2021

<sup>4</sup> 2 CFR § 200.318(c)(1)  
Page 12 of 14

from audit, litigation or claims started before the expiration of the three year period, whichever is later.

**b.** Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**c.** Provides information for planning, control and evaluation of direct and indirect costs;

**d.** Provides cost and property control to ensure optimal use of the grant funds;

Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

**3. Notification of Organizational Changes Required:**

**a.** The recipient shall provide DPS written notification within 30 days should any of the following events occur:

**i.** having new or substantially changed systems

**ii.** having new compliance personnel

**iii.** loss of license or accreditation to operate program

**iv.** organizational restructuring.

**6. FOLLOWING SUBRECIPIENT PROCEDURES:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: **(a)** 2 CFR 200 § 302 Financial Management

**7. DISCLOSURE OF INFORMATION:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for

any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

**8. CONFLICT OF INTEREST**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

**1.** Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

**2.** Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

## ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies, and bulletins. Most notably:

The following documents are incorporated into this agreement by reference:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2021 BRIC Notice of Funding Opportunity (NOFO)

Copies of each of these documents have been provided to the Subrecipient.

### **Subaward-Specific Terms and Conditions:**

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1.) Procure or obtain;
  - 2.) Extend or renew a contract to procure or obtain; or
  - 3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5, Single Audit Policy for Agreements
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2

## Town of Waitsfield

### Application for Public Festival Permit

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

- 1) Name of Festival: Mountain Gardeners' Plant Sale
- 2) Date(s) of Festival: June 3, 2023
- 3) Location of Festival: Slaw Rd
- 4) Hours of Festival: 9:00-1:00 Set up 7:31 — take down to 1:30
- 5) Sponsor of Festival: Mountain Gardeners - Jane Macan  
 Address: 105 Village Run Drive  
RR#1, 67-27      ✓ 610-420-1477  
 Phone #: 802-583-4770      e-mail: busyknit@gmail.com

- 6) Please provide names of principal individuals responsible for the festival:
- |   |  |
|---|--|
| <u>Jane Macan</u><br>Name<br><u>610-420-1477</u><br>Phone<br><u>105 Village Run Drive</u><br>Address<br><u>Warren</u> | <u>Janet Ellison</u><br>Name<br><u>jfellison@hotmail.com</u><br>Phone<br><u>125 East View Rd</u><br>Address<br><u>Warren</u> |
|---|--|

- 7) Owner of premises where festival is to take place. If sponsor is not the owner, the owner's written consent must be submitted with the application.
- |  |  |
|--|--|
| <u>Shaws'</u><br>Owner<br><u>802-496-5330</u><br>Phone | <u>Slaw Rd</u><br>Address<br><u>Waitsfield</u> |
|--|--|

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

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

parking along Shaw Rd and in Shaw's parking lot  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Banner at end of Shaw rd  
Ad in Valley Reporter Postings on Front Porch Forum  
 \_\_\_\_\_  
 \_\_\_\_\_

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

perennial plant sale approx 700 plants from members' gardens  
 \_\_\_\_\_  
 \_\_\_\_\_

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

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

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

J Macan  
 \_\_\_\_\_  
 Signature

Jane Macan  
 \_\_\_\_\_  
 Printed Name of Applicant

2/13/2023  
 \_\_\_\_\_  
 Date

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

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

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

By: Waitsfield Selectboard  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

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

_____	_____
Owner	Address
_____	_____
Phone	

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

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

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

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

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

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

*Evan Dolecki*

Signature

Printed Name of Applicant

Date

.....

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

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

Conditions:

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By: Waitsfield Selectboard

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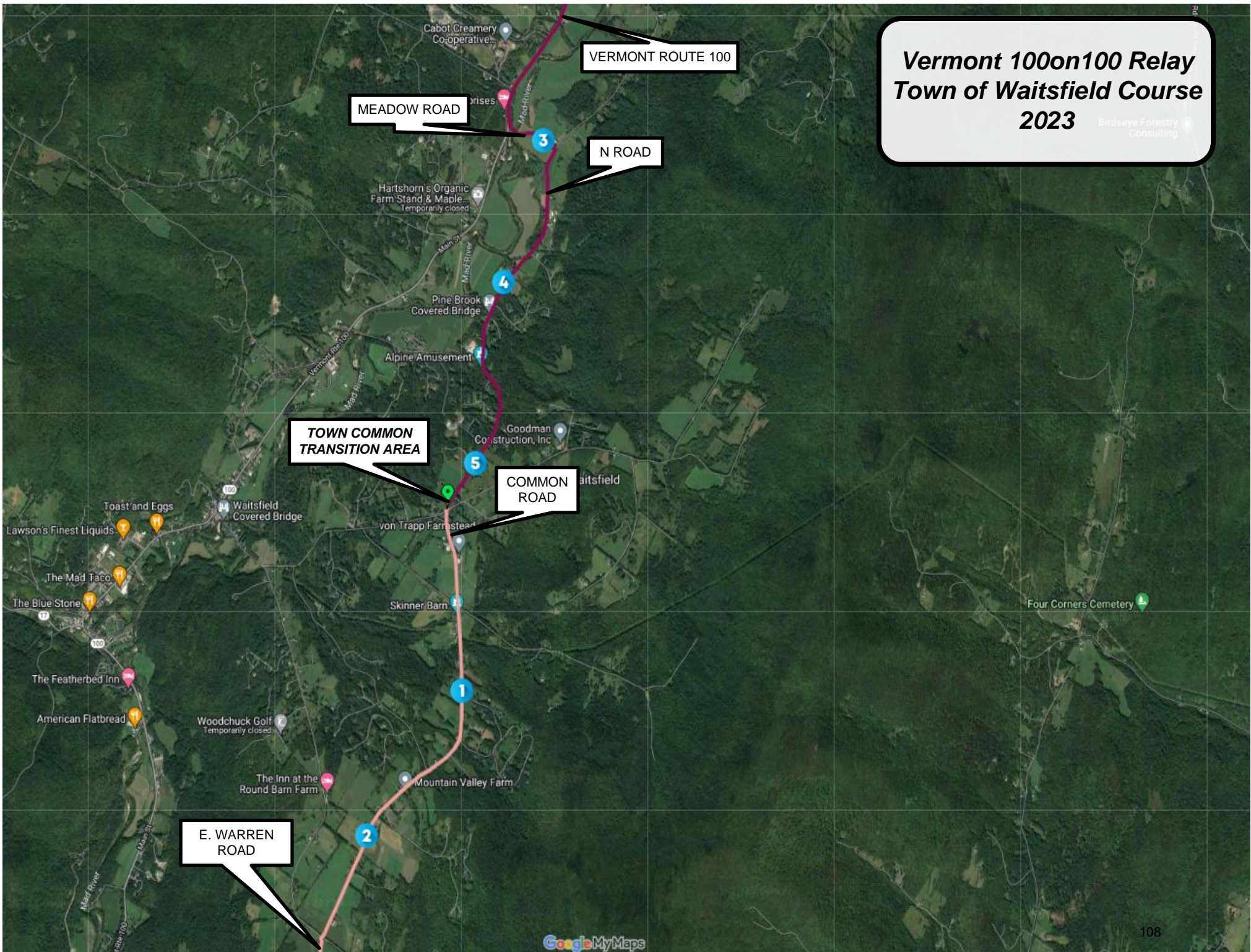
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**Vermont 100on100 Relay  
Town of Waitsfield Course  
2023**





RECEIVED

FEB 27 2023

TOWN OF WAITSFIELD



Vermont League  
of Cities & Towns

Dear VLCT Members,

We're excited to share that on March 30, VLCT will launch our new Municipal Access Portal (MAP) and a refreshed website. You'll still be able to access all the information you need, as well as use new features that we hope will save you time, provide more flexibility, and secure the guidance we offer as a member-only benefit.

### What Can You Expect Next?

On March 8, you'll receive an email with a link to a survey. Using the survey form, you will be able to **update and add your newly elected officers no later than March 17**. Each person will need a unique email address. Everyone we have contact information for will have a MAP account created for them and will receive instructions and user information.

### Why Do I Need a Login?

Having an account login will enable you to access our most valuable website content – including guidance, templates, and resources. You'll also use your account to register for events, submit classified ads, purchase items from the online store, and submit an inquiry.

### Timeline

- March 8 – Clerks will receive an email to update contacts
- March 17 – Deadline to submit your contact updates
- March 27 – All submitted contacts will receive their account credentials by email
- March 29 – A reminder email with their account credentials will be sent
- **March 30 – Launch of new website and Municipal Access Portal (MAP)**
- Ongoing – We'll provide training and resources to help you log in and access all of the features on [vlct.org](http://vlct.org) and through the MAP dashboard

**Please look for the survey which will be emailed to you on March 8 and make sure to update your officials with unique email addresses.** We want you to have seamless access to [vlct.org](http://vlct.org) information and MAP benefits. Staff and officials for whom we don't have contact information will be able to request account access after March 30.

In the meantime, save this letter as a reminder of what's coming next. And don't worry: as we draw closer, you'll receive reminders about the steps you need to take. You can visit [vlct.org/MAPFAQ](http://vlct.org/MAPFAQ) for more information and an FAQ.

Sincerely,

Ted Brady  
VLCT Executive Director