

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, April 24th, 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. Consider Liquor License applications for Toast and Eggs, Mad River Inn, and Mad River Distillers (in-person as is the Selectboard's policy for new businesses) (5 +/- min.)
4. Review FY23 Quarter 3 Budget Status (10 +/- min.)
5. Consent Agenda:
 - a. Consider approving the Minutes of 4/10/23
 - b. Bills Payable and Treasurer's Warrants
 - c. Approve liquor license renewals
 - d. Consider approving 2023 Gran Fondo request with the conditions identified
 - e. Consider approving MOU with UVM for Knotweed Interns
 - f. Consider General Wait House tenant request to paint office
6. Selectboard roundtable. (10 +/- min.)
7. Town Administrator's updates. (5 +/- min.)
8. 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 Administrator's Report

April 24, 2023

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II. REGULAR BUSINESS.

Item II.3. Consider Liquor License applications for Toast and Eggs, Mad River Inn, and Mad River Distillers (in-person as is the Selectboard's policy for new businesses)

The Board will be acting in its capacity as the local liquor control commission. Liquor licenses to be reviewed tonight include businesses that have had their license for less than three years. Local policy has been to ask these businesses to attend in person to answer any questions the Selectboard might have.

License classes roughly break down as follows:

- a. Class 1 – allows for the sale of beer and wine, with consumption on premises (bars, restaurants, taprooms, etc.).
- b. Class 2 – allows for the sale of beer and wine (and related products), with consumption off premises (grocery stores, convenience stores, etc.).
- c. Class 3 – allows for the sale of spirits or liquor, with consumption on-premises (bars, restaurants, etc.).
- d. Outside Consumption Permit – allows for sale and consumption on-premises, but in outside spaces (patios, tents, sidewalks, other designated spaces, etc.).

The applicants within the three-year window expected to attend Monday are Toast & Eggs, Mad River Inn, and Mad River Distillers (Mad River Distillers have already met their three-year meeting requirement but have changed locations so they've been asked to attend for one more year but this is intended to be the last). DLL has transitioned entirely to an online portal and the Town no longer receives paper copies of applications. The state portal allows for Town Clerk sign off once approved by the Selectboard. These two-liquor license are included on the warrant found under the consent agenda [II.5 (c)] for the Board signature at the end of the meeting. The warrant will be shared on Monday before the meeting in order to capture fees that may come in the mail on Monday.

To be considered tonight:

- a. **Toast and Eggs:** 1st Class Liquor License and Outside Consumption Permit
- b. **Mad River Inn:** 1st Class Liquor License and Outside Consumption Permit
- c. **Mad River Distillers:** 1st Class Liquor License and 3rd Class Liquor License

Recommendation:

Consider a motion to approve the liquor license renewals as identified above.

Item II.4. Review FY23 Quarter 3 Budget Status

Randy Brittingham, Town Treasurer/Grant Administrator, will provide the Selectboard with a budget status update ahead of the meeting on Monday, April 24th. Randy will present the budget status and answer any questions the Board might have about the FY23 Quarter 3 status.

51

52 **Recommendation:**

53 *No action anticipated.*

54

55

56 Item II.5. Consent Agenda

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

62

63

- a. Consider Approving the Minutes of 4/10/23

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The minutes are enclosed for review.

65

66

- b. Bills Payable and Treasurer's Warrants

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Warrants will be emailed before the meeting and available for review in person at the meeting.

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- c. Approve liquor license renewals

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- d. Consider approving 2023 Gran Fondo request with the conditions identified

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The 2023 Gran Fondo is planned for Saturday, June 24th and this year's route will pass through the Route 17/Route 100 intersection and down along Route 100 towards Warren. Josh has no issues with the proposed route and historically a festival permit has not been required by the Town for this event as there is no stopping/gathering point identified within Waitsfield. The event organizers have provided a cover letter and signage plan which are enclosed, and have asked that the Selectboard sign the attached consent form. Staff recommends that a condition of approval be that the event organizers notify Waitsfield Fayston Fire Department, the local constable, and the County Sheriff to notify them of the event and coordinate accordingly.

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- e. Consider approving MOU with UVM for Knotweed Interns and authorizing the Town Administrator to sign

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The Conservation Commission is requesting that the Town review and approve the enclosed MOU with UVM Rubenstein School for two of this summer's interns for which UVM will provide 70 hours of compensation. Please contact Curt Lindberg, Conservation Commission Chair, if you have specific questions about this item.

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- f. Consider approving General Wait House tenant request to paint office

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Mad River Path has hired a new Executive Director, Misha Golfman. Misha has requested permission to paint the interior of his office at the General Wait House. He plans to paint the walls a very similar color to what they currently are (white/cream). The GWH leases

92

93

94 allow for minor modifications to tenant spaces with permission from the Town. Staff does
95 not find that the proposed painting would impact the historic nature of the building.
96

97 Item II.13. Town Administrator's Updates

98 **1. Mad River Valley Little League**

99 MRV Little League Opening Day will be held on Saturday, May 6th which will kick off with a
100 walk from Carrol Road, down Route 100, to the Couple's Club. This is an event that historically
101 has not received a Festival Permit as it's primarily on Route 100 but we've asked that that fire and
102 police be notified which the event coordinators have confirmed and they will be present to assist
103 with crossing.
104

105 **2. Bridge Street Improvements**

106 The Bridge Street Condo Association has contacted the Town to notify us of some maintenance
107 needs on Bridge Street including some bricks that need repair/replacement, especially those
108 planted around trees, and the shingles on the electrical box. The Condo Association has offered to
109 help coordinate the completion of this work but would like to see the Town cover these costs. The
110 Selectboard should begin to consider where these funds might come from and how to address the
111 maintenance of Bridge Street moving forward. If an agreement is not in place, it might be good to
112 establish an understanding for how to approach these types of improvements moving into the
113 future.
114

115 **3. Town Plan Hearing**

116 The Waitsfield Selectboard will hold a hearing on May 8th for the proposed Town Plan
117 amendments that have been approved by the Planning Commission. The proposed Town Plan [can](#)
118 [be found here](#) and the public hearing notice is enclosed.
119

120 **III. OTHER BUSINESS**

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

122 a. None received to date

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, April 10, 2023**

4 **Draft**

5
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Annie Decker-Dell’Isola. The
7 meeting 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: Emily Etesse, Anthony Italiano (MRVTV), Curt Lindberg, Courtney Spaulding, Ed
11 Spaulding, Lorien Wroten

12
13 **II. Regular Business.**

14
15 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

16 No adjustments were made to the agenda.

17
18 **2. Public Forum.**

19 Ed and Courtney Spaulding provided an update on their water situation, reporting that the
20 supply to their house has been restored, and asked if any progress had been made on the items
21 they noted at a previous meeting. Christine explained that the Board was continuing their
22 research efforts on these matters.

23
24 **3. Consider Liquor License applications for Emily’s Bistro & Kitchen-ette (in-person as is the
25 Selectboard’s policy for new businesses).**

26 Ms. Wroten and Ms. Etesse were present; no Board members raised any questions or concerns
27 regarding their license renewals.

28
29 **MOTION:** *A motion to approve the renewal of a 1st Class and 3rd Class Liquor License for Emily’s
30 Bar and Bistro and of a 1st Class, 2nd Class, and 3rd Class Liquor License for Kitchen-ette was
31 made by Mr. Shupe. The motion was seconded by Mr. Messer. All voted in favor.*

32
33 **4. Consider contract with Apex for Scrag Mountain trail work**

34 Mr. Curtis noticed that the start date requirement included in the contract did not match the
35 anticipated July time frame for the work to be complete. Ms. Decker-Dell’Isola will make the
36 necessary adjustment to this language.

37
38 No other questions were raised regarding this planned trail work.

39
40 **MOTION:** *A motion to approve the enclosed contract with Apex Trailworks for completion of the
41 Scrag Phase I trail work (subject to revision by the Town Administrator to adjust the timing
42 allowed for the work schedule), as well as the \$24,250 expenditure from the Scrag Mountain
43 Forest Reserve, and authorize the Town Administrator to sign on behalf of the Selectboard was
44 made by Mr. Shupe. The motion was seconded by Mr. Messer. All voted in favor.*

46 Mr. Lindberg asked if the Selectboard approval process for Conservation Commission projects
47 might be streamlined in any way; it was agreed that there may be potential for including some
48 RFPs and contract extensions as Consent Agenda items.

49
50 It was clarified that the Friends of Virginia Farley group is completing the design work for the
51 Tardy property, but that they will not oversee the contract and subsequent work completion.
52 The Conservation Commission is preparing a management plan for the property.

53
54 **5. Review update on East Warren Ph. 1 paving including proposed grant application.**

55 Ms. Decker-Dell'Isola indicated that all the paperwork is ready for submission, as the
56 application is due this week. The project covers from Bridge Street to the Palmer Lane area.
57 Board members had no questions regarding this application.

58
59 *MOTION: A motion to authorize staff to submit the enclosed grant application for East Warren
60 Road Paving Phase I and approve the "Certification of Compliance for Town Road and Bridge
61 Standards and Network Inventory" and the "Annual Financial Plan – Town Highways" was made
62 by Mr. Messer. The motion was seconded by Mr. Shupe. All voted in favor.*

63
64 **6. Review proposed revisions to Selectboard 2023 calendar.**

65 Revisions include a change to the first meeting date for June in order to accommodate a key
66 deadline for the ongoing Wastewater project, a joint meeting with the Planning Commission on
67 May 17, and a scheduled meeting on January 29, 2024 to accommodate the required timing for
68 Town Meeting warning.

69
70 *MOTION: A motion to adopt the schedule as amended was made by Mr. Shupe. The motion
71 was seconded by Mr. Messer. All voted in favor.*

72
73 **7. Review draft 2023 Work Plan.**

74 Ms. Decker-Dell'Isola provided an updated Plan, based on the comments made at the previous
75 meeting. It was agreed to prioritize a meeting with the Cemetery Trustees, and also indicated
76 that it might be helpful to rank items within each priority category. It was also agreed to have
77 regular check-ins on the Plan.

78
79 *MOTION: A motion to amend the plan as discussed was made by Mr. Shupe. The motion was
80 seconded by Mr. Messer. All voted in favor.*

81
82 **8. Waitsfield Town Plan amendments update.**

83 Ms. Decker-Dell'Isola reported that a Selectboard Public Hearing for the revised Plan has been
84 scheduled for May 8, and that a summary of changes has been provided along with the updated
85 Plan.

86
87 **9. Review and approve Clean Water State Revolving Fund Loan Agreement.**

88 This loan application was reviewed earlier for the PER; Ms. Decker-Dell'Isola noted that DEC has
89 confirmed it is a forgivable loan with no interest accruing. It was pointed out that Attachment
90 D has a different amount noted that doesn't appear to correspond with the rest of the

91 document; Ms. Decker-Dell'Isola will not submit the signed documents until a clarification of
92 that item is received.

93

94 **MOTION:** *A motion to approve Loan RF1-313-1.1 for an amended amount of \$199,418 as*
95 *enclosed, and authorize the Selectboard Chair to sign on behalf of the Board was made by Mr.*
96 *Shupe. The motion was seconded by Mr. Curtis. All voted in favor.*

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98 **10. Consent Agenda.**

99

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

102

- 103 • Bills Payable and Treasurer's Warrants
- 104 • Approve liquor license renewals
- 105 • Approve Festival Permit for 2023 Farmers' Market
- 106 • Authorize Town Administrator to submit Grant in Aid Letter of Intent
- 107 • Approve Sullivan & Power Audit Scope of Services for FY23, FY24, and FY25

108

109 **10A. Approval of the Minutes of March 27, 2023.**

110 The minutes of March 27, 2023 were amended and then approved.

111

112 **11. Selectboard Roundtable.**

113 Mr. Messer reported on a second dog bite incident involving the dogs on North Road that
114 recently attacked a runner on that road. He has reached out to both the owner and the
115 landlord, and indicated there is the possibility of this leading to a Selectboard hearing on the
116 matter.

117 Ms. Sullivan was contacted by Jean Joslin regarding the use of ARPA funds for improvements to
118 the Library park area. It was agreed to have this topic on an upcoming agenda in order to
119 discuss planning and design as well as funding.

120 **12. Town Administrator's Updates.**

121 Ms. Decker-Dell'Isola provided an update on the Fire Department extractor project, noting that
122 permit conditions indicate the need for contracting a waste hauler and scheduling annual
123 inspections of the holding tank. The project work as well as these items will be put out to bid.

124 A Q3 budget review as well as the Town Garage Assessment RFP will both be on the next
125 agenda.

126 **13. Executive Session.**

127 **MOTION:** A motion to enter Executive Session pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate]
128 passed unanimously.

129

130 The meeting entered Executive Session at 7:24 pm and returned to open session at 8:25 pm.

131

132 **MOTION:** *A motion to direct the Town Administrator to draft a statement of findings in*
133 *response to the claims and requests made by the Spauldings, to be considered for approval at*
134 *the next regular Board meeting, was made by Mr. Shupe. The motion was seconded by Mr.*
135 *Messer. All voted in favor.*

136

137 **III. Other Business**

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

139 **IV. Adjourn**

140 The meeting adjourned at 8:26 pm.

141 Respectfully submitted,

142 Carol Chamberlin, Recording Secretary

April 7th, 2023

RECEIVED



Jennifer Peterson, Clerk
Town of Waitsfield
4144 Main Street
Waitsfield, VT 05637

APR 14 2023

TOWN OF WAITSFIELD

Dear Jennifer,

NOTE: This letter comes to you with some urgency. I was recently notified by the Fayston Town Clerk of road construction planned to commence mid-June which will close German Flats Rd, forcing a route change.

I'm writing to ask for permission from the town of Waitsfield to use certain roadways during a cycling event known as the **Vermont Gran Fondo scheduled for Saturday, June 24th, 2023**. Waitsfield is one of 10 towns through which ~350 cyclists will pass over an eight-hour timeframe. The Vermont Department of Public Safety requires us as event organizers to gain permission from each town, as well as notify each town's police/sheriff department and EMS/ambulance service.

We sign roadways and busy intersections to ensure the safety of event participants as well as to caution/notify residents and motorists of the event and that there will be riders on the road.

We obtain insurance coverage for the event and on request, can provide the town with a certificate of insurance showing proof of coverage.

The event starts and finish at the Bristol Rec Field at 110 Airport Dr. Bristol, Vermont. Links to each route (Gran route does not yet reflect details of this request) can be found on the event website at <http://vermontgranfondo.com/explore-the-course/>.

Gran route:

- **Arrive on RT 17 from the west.**
- **Turn right onto Route 100 South**

Best regards,

Todd Warnock
Event Director, Vermont Gran Fondo
26 Mountain St
Bristol, Vermont 05443
(802) 377 7871
todd@vermontgranfondo.com

CONSENT FORM

The Town of Waitsfield authorizes the use of its roadways for the **Vermont Gran Fondo on Saturday, June 24th, 2023**

Signature

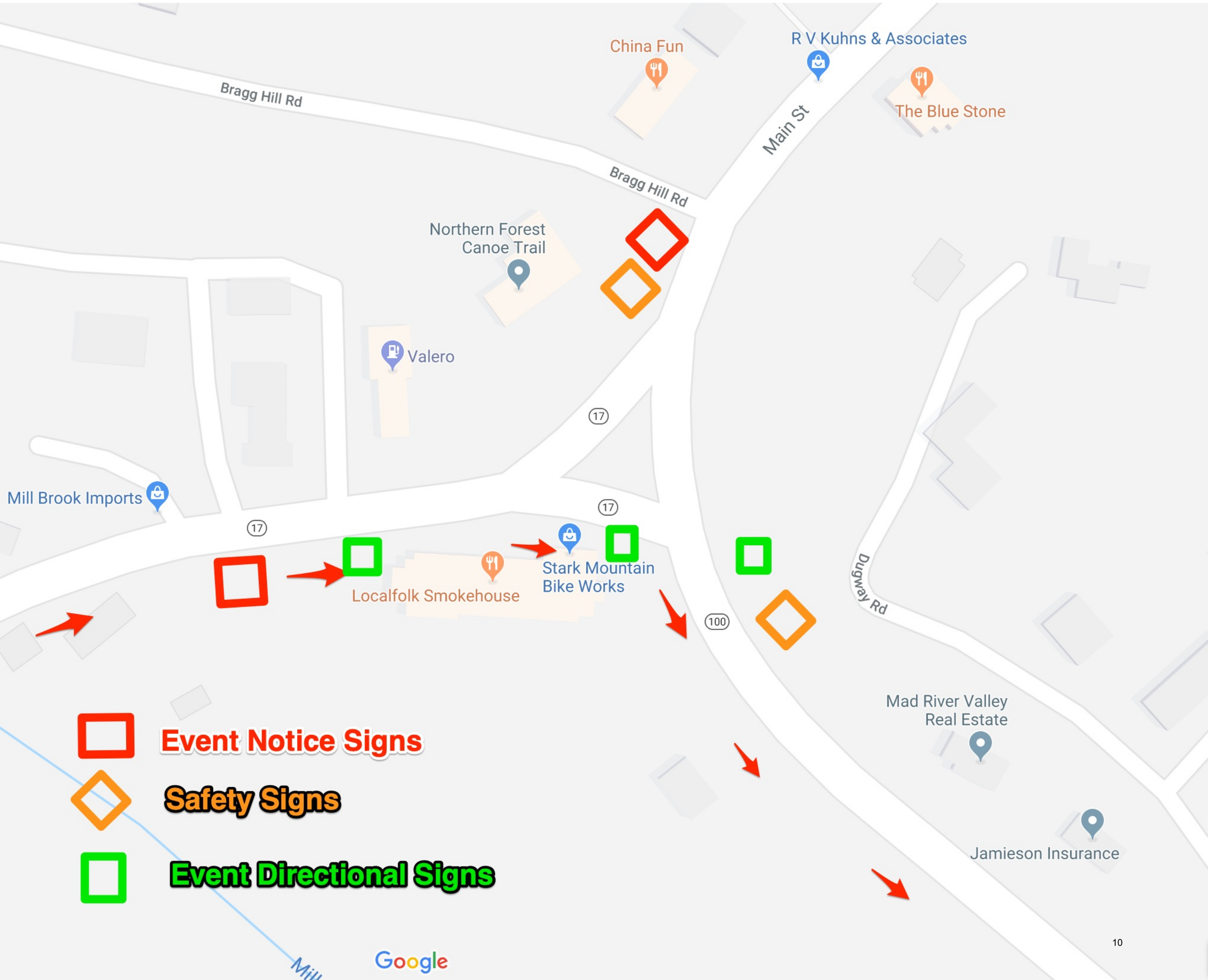
Name

Title

Date

Please return by scan/email to todd@vermontgranfondo.com or with the supplied return envelope.

Waitsfield - Route 17 & Route 100 Sth



**Memorandum of Understanding
Between **Town of Waitsfield**
and
University of Vermont and State Agricultural College (“UVM” or “The University of Vermont”)
Rubenstein School of Environment and Natural Resources**

Rubenstein Perennial Internship Program Site Sponsor

Town of Waitsfield
4144 Main Street
Waitsfield, Vermont 05673

Time period:

Mid-May through Mid-August, 2023 (May 15, 2023 through August 25, 2023)

Purpose

The Rubenstein Perennial Internship Program at the Rubenstein School strives to provide valuable internship opportunities to Rubenstein School students, and to build and strengthen relationships with environmental companies, organizations, and agencies such as Town of Waitsfield (“Company” or “Site Sponsor”). These are paid, credit-bearing internships for Rubenstein School students of approximately 12 weeks duration during the summer. The participating Rubenstein School student (“Student Intern”) working with the Site Sponsor will have a unique hands on internship experience. Internships for students at UVM provide an educational opportunity whereby students complement their academic preparation with direct practical experience. Combining productive work experience with an intentional learning component is a proven method for promoting the academic, personal, and career development of students.

The University Will

- a. Pay Student Interns an hourly rate of \$15.00 per hour (plus fringe) for a maximum of 70 hours.
- b. Encourage the Student Intern’s productive contribution to the overall mission of the Site Sponsor.
- c. Establish guidelines and standards for the internships.
- d. Designate a staff or faculty member with responsibility to assist in setting learning objectives, to confer with Site Sponsor personnel as needed, to monitor the Student Intern’s progress, and to evaluate the academic performance of the Student Intern.
- e. Clarify UVM policies and procedures for the Site Sponsor, as needed.
- f. Maintain the confidentiality of any confidential information obtained about the Site Sponsor.
- g. Provide public liability insurance and such professional liability insurance as may be reasonably required for each participating student and faculty member.
- h. Inform Student Interns prior to the internship that they are not entitled to unemployment compensation benefits upon completion of the internship experience.

The Site Sponsor Will

- a. Pay the student interns directly a minimum hourly rate of \$16.00 per hour for all hours in excess of the 70 hours paid by the Rubenstein School.
- b. Provide orientation to the Student Intern at commencement of internship and advise the Student Intern of all of its organizational rules, regulations, policies, standards of conduct, and safety procedures that are required to be followed by the student intern.

- c. Supervise, direct, and control the Student Intern at all times during which they intern with the Site Sponsor and assign duties that are career-related, progressive and challenging.
- d. Coordinate with UVM staff or faculty member to develop learning goals and objectives and to describe internship activities that will support those goals and objectives. Encourage and support the learning goals and objectives of the student's internship assignment.
- e. Designate an employee to help orient the Student Intern to the Site Sponsor and its culture, to assist in the development of learning objectives, to confer regularly with the Student Intern and with his/her faculty representative as needed, and to monitor progress of the Student Intern.
- f. Make available equipment, supplies, and space necessary for the Student Intern to perform his/her duties.
- g. Provide safe working facilities free from health and safety concerns including all forms of harassment.
- h. Notify UVM faculty advisor of any changes in the student's intern status, schedule, or performance.
- i. Provide written evaluations and documentation of performance as reasonably requested by UVM.
- j. Assume liability for work-related injuries sustained by the Intern, insofar as the Site Sponsor may determine the same to be required by law in that state.
- k. The internship site will comply with all applicable employment laws, including, but not limited to, those relating to Occupational Health & Safety (OSHA), payroll withholding, and unemployment compensation.

Insurance/Indemnity

The Site Sponsor shall obtain and maintain professional liability (malpractice) insurance or funded self-insurance in an amount not less than \$1,000,000 each claim and annual aggregate, for claims arising out of the rendering or failure to render professional service. The Site Sponsor shall also obtain and maintain commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability. UVM shall obtain and maintain professional liability coverage that extends to students engaged in internships in the amounts of \$2,000,000 per occurrence and \$2,000,000 million aggregate. UVM shall also obtain and maintain commercial general liability insurance or funded self-insurance in an amount not less than \$1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability where the University of Vermont's negligence has caused the injury or damage.

Both parties agree to indemnify, defend and hold harmless each other from and against any liability, claim, action, judgment, cost or expense (including reasonable attorneys' fees and costs) arising out of or resulting from its breach of the contract or its negligent acts or omissions.

Independent Parties

UVM and the Site Sponsor are independent parties and neither are employees, agents, or officers of the other. Both parties assume the risks of their own actions and inactions under this contract, with each reserving its right to seek compensation for losses caused by the negligent or wrongful acts or omissions of the other.

COVID-19 Protocols:

The Site Sponsor represents that it employs precautionary measures and protocols for its workforce in compliance with applicable state and federal executive orders and guidance, as well as recommendations related to COVID-19 put forth by the Centers for Disease Control, as such orders and guidance may change from time to time.

Termination

In the event that the Site Sponsor is dissatisfied with the performance of a student, termination of the internship arrangement can be requested by the Site Sponsor, but only after University personnel have been notified in advance and a satisfactory resolution cannot be obtained. If a student presents an imminent health or safety concern at the internship site, the Site Sponsor may immediately remove the student, but will consult with the University faculty advisor as soon as possible. Conversely, UVM may request termination of the internship arrangement for any student not complying with UVM guidelines and procedures for the internship program, as long as site sponsor personnel have been notified in advance and satisfactory resolution cannot be obtained. In the event of termination of this Agreement for any reason prior to completion of the student internship, the Site Sponsor agrees to pay the Cost Sharing Payment, if any, due to UVM.

I agree to the terms outlined above:

Official's Name
xxxxx

Date

Approved:

Allan Strong, Interim Dean
University of Vermont Rubenstein School of Environment and Natural Resources

Date