

# TOWN OF WAITSFIELD

## SELECTBOARD MEETING

Monday, June 5th, 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 The Great Eddy and Rider's Outpost (5 +/- min.)
4. Review and approve Mad Marathon Festival Permit Application (10 +/- min.)
5. Wastewater Project Preliminary Engineering Report 90% Recommendation & Next Steps (30 +/- min.)
6. Route 100/17 Intersection Refinement Stage Update from McFarland Johnson (20 +/- min.)
7. Town Plan Update – Chapter 13 Amendments Discussion (15 +/- min.)
8. Review proposed draft Emergency Management Ordinance (10 +/- min.)
9. Revisit General Wait House Discussion related to short & long-term maintenance (15 +/- min.)
10. Consider authorizing Stizel, Page, & Fletcher to enter an appearance on behalf of the Town related to appeal of a DRB approved Subdivision decision to the Vermont Environmental Court (5 +/- min.)
11. Consent Agenda:
  - a. Consider approving the Minutes of 5/30/23
  - b. Bills Payable and Treasurer's Warrants
  - c. Approve liquor license renewals
  - d. Approve WA County Sheriff's Contract for July 1, 2023 – June 30, 2024
  - e. Approve Spring Hill School zoning fee waiver request
  - f. Approve request from Town Clerk to mail Unlicensed Dog Letter
  - g. Approve Water Commission recommendation to enter contract with VHB
  - h. Approve draft 2023 Local Emergency Management Plan
  - i. Amend Waitsfield Personnel Policy to confirm Juneteenth is a paid holiday
  - j. Approve Festival Permit Application for VAST Annual Meeting & Round Up
12. Selectboard roundtable. (10 +/- min.)
13. Town Administrator's updates. (5 +/- min.)
14. Executive Session
  1. Pursuant to 1 V.S.A. § 313 (a) (1) find that premature general knowledge of confidential attorney-client communications made for the purpose of providing professional legal services to the public body would clearly place the public body or a person involved at a substantial disadvantage
  2. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate], 1 V.S.A. § 313 (a) (3) [Personnel], and 1 V.S.A. § 313 (a) (1F) [Confidential attorney-client communications]

### 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

June 5, 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:**

<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.**

## II. REGULAR BUSINESS.

### Item II.3. Consider Liquor License applications for The Great Eddy and Rider's Outpost

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 The Great Eddy and Rider's Outpost, both new businesses. 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 for the Board's 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. **The Great Eddy (40 Bridget Street, Unit A):** 1<sup>st</sup> Class Liquor License, 3<sup>rd</sup> Class Liquor License, and Outside Consumption Permit
- b. **Rider's Outpost (7575 Main Street):** 1<sup>st</sup> Class Liquor License, 3<sup>rd</sup> Class Liquor License, and Outside Consumption Permit

### ***Recommendation:***

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

### Item II.4. Review and approve Mad Marathon Festival Permit Application

Mad Marathon has submitted their Festival Permit application for the July 9<sup>th</sup> race as well as the July 7<sup>th</sup> concert at Mad River Green and the July 8<sup>th</sup> Mad Mile and race set up at Mad River Green. The application is enclosed. The race utilizes East Warren Road, which will conflict with the timing of the culvert replacement project scheduled from ~the end of June to early August (final dates still TBD). We have coordinated with the contractor and they have confirmed that there is a 50/50 chance that one of the

lanes of the road will be open and ready to use with no other accommodation necessary. Otherwise, the contractor will bring in two temporary pedestrian crossings which are 32" wide walkways with railings, served by a gravel approach with ramps in and out. The most significant impact to the Town would be a \$3,000 change order for the pedestrian crossings in the event that they're needed. There are funds available in the reserve to cover the cost, but the increase will raise the total estimated project cost from \$306,913 to \$309,913 (the Town has received an award of \$175,000 from the State).

***Recommendation:***

*Consider a motion to approve the Mad Marathon Festival Permit application.*

**Item II.5. Wastewater Project Preliminary Engineering Report 90% Recommendation & Next Steps**

The Wastewater Project Planning teams have been working with Dubois & King for the past four months on the Preliminary Engineering Report work, as directed by the Selectboard on December 5, 2022 and executed in an amended Engineering Services Agreement on January 23, 2023. The Project Outreach Team updated the Selectboard on the background and status of the project, including the preliminary PER findings and recommendations, at the meeting on May 30<sup>th</sup>, 2023 ([presentation slides found here](#)).

The 90% PER Draft is available for review on the Town's website here:

<https://www.waitsfieldvt.us/waitsfield-wastewater-planning-project/>

Specifically, the following Sections include the most relevant detail related to the Findings & Recommendations of the PER work:

- [Section 6: Proposed Project \(Recommended Alternative\)](#)
- [Section 7: Conclusions and Recommendations](#)
  - [Figure 1: Study Area](#) (including recommended amendment to include all parcels in Irasville)
  - [Figure 11: Proposed Service Area](#)
  - [Appendix U: Preliminary Cost Analyses for Wastewater Project](#)
  - [Appendix V: Preliminary Cost Analyses for Water Project](#)
  - [Appendix W: Life Cycle Cost Analysis for Recommended Wastewater Project](#)

The Project Team will again present a brief summary of the findings and recommendations from the PER, and answer remaining questions the Board might have. Jon Ashley with D&K will also be present to answer questions. The Engineering Technical Team and Project Coordination Team support the findings and recommendations included in the 90% report. The final, 100% draft will include a few minor edits but no major changes to the content of the findings or recommendations.

The project teams recommend the following as next steps:

1. Water Recommendation: Direct the Project Coordination Team and Funding Team to work with funding agencies to explore options for self-funding the remaining connections to the water system and bring a summary of options back to the Selectboard for further consideration.
2. Wastewater Recommendation: Proceed with drafting a 30% Design Engineering Services Agreement with Dubois & King, including an application to DEC CWSRF for Step 2 Design subsidy, for review and approval by the Selectboard at the June 26, 2023 Selectboard meeting.

96 By breaking the Design costs down into 30%, 60%, 90% phases, the funding to proceed with design  
97 becomes more straightforward in the short term. As included in Appendix U (third table), the estimated  
98 total cost for Engineering Final Design is \$709,300. VT DEC has not yet released their Intended Use  
99 Plan for FY24, although a draft is expected soon, but it is anticipated that a subsidy of ~\$125,000 will be  
100 available for Design funding. If the project is phased, the first 30% phase would total \$213,000. With the  
101 anticipated \$125,000 subsidy applied, the Town would need to fund the remaining \$88,000 in the short  
102 term. The Town still has about \$170,000 of the municipal ARPA award remaining to be allocated which  
103 is a potential source of this funding. The hope is that by the time we are ready to proceed with phase 2  
104 (60% design), grant awards from the programs the Funding Team has been applying to might be  
105 available. The Town can also consider taking out a loan for design, which does not require a bond vote,  
106 as the funds would be rolled into a future construction loan which would ultimately require a bond vote.  
107

108 One other component of the 30% Design will be engaging with property owners in the proposed Service  
109 Area to gauge interest in (1) connecting to a potential system and (2) securing easements for service pipes,  
110 etc. The Project Coordination Team recommends that this work be undertaken by a combination of staff,  
111 Selectboard, and project team members. This is work the Team has estimated at a value of ~\$100,000  
112 and taking the work in house will result in a cost savings, and will also help build relationships with  
113 potentially impacted property owners. This may result in a shifting of work plan priorities for staff in the  
114 short term as well, something to be discussed in more detail at future meetings.  
115

116 ***Recommendation:***

117 *Consider a motion to support the findings and recommendations included in the 90% PER Report.*

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119 *Consider a motion to authorize the Wastewater Project Planning teams to proceed with the next steps*  
120 *identified above, specifically:*

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122 1. *Authorize the Project Coordination Team and Funding Team to work with funding agencies to*  
123 *explore options for self-funding the remaining connections to the water system and bring a*  
124 *summary of options back to the Selectboard for further consideration.*

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126 2. *Authorize the Project Coordination Team and Engineering & Technical Team to draft a 30%*  
127 *Design Engineering Services Agreement with Dubois & King, including an application to DEC*  
128 *CWSRF for Step 2 Design subsidy, for review and approval by the Selectboard at the June 26,*  
129 *2023 Selectboard meeting.*

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131 **Item II.6. Route 100/17 Intersection Refinement Stage Update from McFarland Johnson**

132 In 2021, staff at MRPVD helped work with the Central Vermont Regional Planning Commission  
133 (CVRPC) to identify the Route 100/17 intersection as a good candidate for the new VTrans “Project  
134 Selection and Project Prioritization Process (VPSP2),” through which VTrans collaborates with regional  
135 planning commissions to rate potential transportation infrastructure improvement projects and determine  
136 which may be candidates for inclusion in the VTrans capital plan. Through that process, the Route  
137 100/17 intersection has been selected by VTrans as a good potential candidate for a project to include in  
138 their capital program.

139

140 Over the course of the summer 2022, Annie and Joshua (MRVPD) worked on an initial “project  
refinement” effort to define specifically the issues with this intersection, which include concerns over  
vehicular safety, pedestrian safety, and stormwater management. Annie and Joshua met with the



141 Selectboard on July 11, 2022 and facilitated a discussion about those concerns and sent the preliminary  
142 report to CVRPC. In April 2023, VTrans selected McFarland Johnson as the contractor to assist with  
143 finalizing Project Refinement for this intersection.

144

145 Theron Matthews, PE with McFarland Johnson, has been in touch with Annie, Joshua, property owners,  
146 and other stake holders who are impacted by this intersection to collect a good deal of data in preparation  
147 for his Refinement Report to VTrans. Theron will present his findings to date to the Selectboard at their  
148 meeting and will also request that the Selectboard approve a Letter of Support (draft enclosed) which is  
149 needed as part of his final report. The Selectboard can edit the letter as they see fit, including identifying  
150 whether or not they support the project moving forward. Theron can also explain what the next  
151 anticipated steps are in the VPSP2 process.

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153 ***Recommendation:***

154 *Consider a motion to approve the enclosed Letter of Support (as amended) to VTrans.*

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156 Item II.7. Town Plan Update – Chapter 13 Amendments Discussion

157 The Selectboard held a Public Hearing on May 8<sup>th</sup> to consider the Town Plan amendments as approved by  
158 the Planning Commission on March 21, 2023. At the meeting, the Selectboard requested that [Chapter 13](#)  
159 [\(Implementation\)](#) also be updated to reflect the updated tasks in the amended Town Plan. To accomplish  
160 this update, staff recommend that the Selectboard review the tasks in the amended Town Plan and rank  
161 their top 10-15 and then share the list with Annie. Annie can compile the list and then see what  
162 overarching themes emerge and pull out the overall top ~10. The Board referenced the Hinesburg Town  
163 Plan, [“Top Priority Actions” Section](#) as a good guide for what we’d be looking to create. Once we have  
164 that list and have amended Chapter 13 however else we see fit, these edits can be shared with the Planning  
165 Commission to receive their feedback. When the Selectboard has a final draft ready, one final Public  
166 Hearing will need to be held before adoption. The Town Plan draft [can be found here](#).

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168 ***Recommendation:***

169 *No formal action necessary but determine how to proceed with the Chapter 13 amendments.*

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171 Item II.8. Review proposed draft Emergency Management Ordinance

172 Fred Messer, Emergency Management Director, has provided a draft Emergency Management Ordinance  
173 that he would like to see the Selectboard adopt. The draft has been taken from Vermont Emergency  
174 Management and is used by other communities across the state. Fred will be present to answer any  
175 questions the Board has about the Ordinance and has highlighted one section specifically [Section 5.1(d)]  
176 that he would like the Board to discuss.

177

178 When the Board is ready to proceed with adopting the Ordinance, Annie will post notices in Town in five  
179 locations, as well as publishing notice in the Valley Reporter, regarding the adoption of the Ordinance.  
180 As per 24 V.S.A. §1972, so long as the Town does not receive a voter petition within 44 days of the date  
181 of adoption, the Ordinance will take effect after 60 days.

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183 ***Recommendation:***

184 *Consider a motion to amend the Ordinance as enclosed, or a motion to adopt the Emergency*  
185 *Management Ordinance as amended.*

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Item II.9. Revisit General Wait House Discussion related to short & long-term maintenance

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At their meeting on May 8<sup>th</sup>, the Selectboard asked that documents related to the General Wait House that have been created over the past few years be compiled into one packet and shared with the Board in order to facilitate the ongoing conversation about how best to address both the short- and long-term maintenance needs at the General Wait House. Enclosed in this packet or linked are the following:

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1. [General Wait House Committee Final Report](#) (December 16, 2021)

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2. Historic Building Assessment, Eliot Lothrop (February 2023)

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3. Quotes for Roof Repair (March – May 2023)

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4. Building Report & Assessment, Brad Cook (December 31, 2020)

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***Recommendation:***

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*No formal action needed but this can become a standing agenda item moving forward.*

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Item II.10. Consider authorizing Stizel, Page, & Fletcher to enter an appearance on behalf of the Town related to appeal of a DRB approved Subdivision decision to the Vermont Environmental Court

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The Town has received notification that a decision of the Development Review Board, specifically approval of SUB23-02 (Shea Subdivision Final Plan), is being appealed to the Environmental Division of the Vermont Superior Court by one of the interested parties. Staff is requesting that the Selectboard authorize Stizel, Page, & Fletcher, the Town's legal counsel, to enter an appearance on behalf of the Town of Waitsfield related to this appeal.

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***Recommendation:***

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*Consider a motion to authorize Stizel, Page, & Fletcher to enter an appearance to the Environmental*

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*Division of the Vermont Superior Court on behalf of the Town of Waitsfield related to the appeal of the*

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*DRB's approval of SUB23-02.*

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Item II.11. Consent Agenda

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*Any member of the Selectboard may request that an item be removed from the consent agenda for any*

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*reason and the Chair will decide where on the regular agenda the item will be placed for further*

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*discussion and potential action, otherwise a single motion is all that's needed to approve the identified*

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*consent agenda items.*

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- a. Consider Approving the Minutes of 5/30/23  
The minutes will be shared before the meeting.
  
- 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 liquor license renewals  
A warrant will be provided on Monday before the meeting to include any new businesses approved at this meeting and other applications that have been received from established businesses who are no longer required to meet with the Selectboard.
  
- d. Approve WA County Sheriff's Contract for July 1, 2023 – June 30, 2024  
The Washington County Sheriff has sent their contract for the next fiscal year to the Town for review and signature. The contract identifies the increase in hourly rate to \$60/hr., which was anticipated as part of the FY24 budget process. The process for updating the contract is filling in how much we have budgeted for this service and then the department adjusts their hours accordingly. The FY24 budget included \$31,200 for Sheriff's Department billing. This equals about 10 patrol hours a week.
  
- e. Approve Spring Hill School zoning fee waiver request  
Spring Hill School is working on improvements to their outdoor playground and education spaces and are requesting that the Selectboard consider waiving their zoning permit fees. The Town has allocated \$4,500 of municipal ARPA funds to the project. The zoning fee would be \$500, as estimated by JB Weir, PZA. An email from Laura Brines, Spring Hill School Board Member, is enclosed.
  
- f. Approve request from Town Clerk to mail Unlicensed Dog Letter  
The Town typically imposes an additional penalty to owners of dogs who we know were previously licensed but have yet to obtain a new license this year. Jen Peterson, Town Clerk, is requesting permission from the Board to send the enclosed letter to the identified owners of unlicensed dogs.

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- g. Approve Water Commission recommendation to enter contract with VHB to pursue well yield permit work

A memo from the Chair of the Water Commission is enclosed for the Selectboard's review.

- h. Approve draft 2023 Local Emergency Management Plan

The Selectboard is required to review and adopt the Local Emergency Management Plan annually and submit the plan to CVRPC by May 1<sup>st</sup>. This year's plan is a little late as there was an understanding that there might be some changes to the LEMP requirements but that is not the case. CVRPC is aware of the timing of our plan submittal and are not concerned. The draft 2023 plan is enclosed for the Board's review. There are no major changes from the 2022 plan. Fred Messer prepared the draft in his capacity as Emergency Management Director and can answer any questions the Selectboard might have.

- i. Amend Waitsfield Personnel Policy to confirm Juneteenth is a paid holiday

Town staff has brought it to Annie's attention that the current Waitsfield Personnel Policy includes all Federal Holidays as Holiday days, but has not been updated to address the addition of Juneteenth as a Federal Holiday. The official list of 2023 Federal Holidays [can be found here](#) and the current Personnel Policy is enclosed (see line 243).

- j. Approve Festival Permit Application for VAST Annual Meeting & Round Up

VAST and the Round Up have also both submitted Public Festival Permit for events this summer and fall. The Round Up will be holding their usual weekly Wednesday evening event from 5pm to 10pm, June 14<sup>th</sup> through August 30<sup>th</sup> at 40 Bridge Street. This is an annual event and they have paid their permit application fee. VAST will be holding their annual meeting at Kenyon's Field this year, on September 9<sup>th</sup> from 9am to 5pm. They are not sure they'll even have 250 attendees but wanted to submit their application form just in case. They have also already paid their application fee of \$25.

Item II.13. Town Administrator's Updates

Updates to be provided at the meeting.

**III. OTHER BUSINESS**

Item III.1. Correspondence/Documents/Reports received

- a. None received to date



Town of Waitsfield  
Application for Public Festival Permit

May 10, 2023

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

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

- 1) Name of Festival: Mad Marathon & Mad Half, Relays, 5K & 10K
- 2) Date(s) of Festival: July 9, 2023 / July 7, 2023 Concert in the Mad River Green (6-9PM) / July 8, 2023 Mad Mile 10AM  
Request Set up on July 8, 2023 Mad River Green at 2:00PM
- 3) Location of Festival: Mad River Green & 26.2 mile road course (see attached #11)
- 4) Hours of Festival: 5:30AM to 6:00PM
- 5) Sponsor of Festival: Mad Valley Sports / 501(c)3 and Mad Marathon
- Address: P.O. Box 28  
Waitsfield, Vermont 05673
- Phone #: (802) 363-9863 e-mail: dori@madmarathon.com

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

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

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

|   |                                |
|---|--------------------------------|
| <u>Crosspoint Associates, Jonathan Hueber</u> | <u>217 West Central Street</u> |
| Owner   | Address                        |
| <u>(508) 655-0505</u>                         | <u>Natick, MA 01760</u>        |
| Phone   |                                |

- 8) A. Number of tickets to be printed, if applicable: NA
- B. Number of persons reasonably expected to attend: 1,750
- C. Fee: \$25 for each 250 persons expected to attend: \$ \$175.00
- D. If festival is charitable or non-profit, are you requesting a fee waiver? Yes <sup>9</sup>



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

SEE ATTACHED

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

SEE ATTACHED

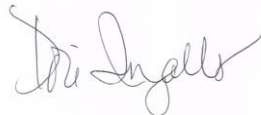
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

SEE ATTACHED

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

SEE ATTACHED

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



Signature

Dori Ingalls May 10, 2023  
Printed Name of Applicant Date

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

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

Conditions:

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

By: Waitsfield Selectboard

## **Town of Waitsfield**

### **Application for Public Festival Permit- Mad Marathon ATTACHMENTS**

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

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

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

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

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

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

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

Food and beverage service is detailed in Item #12.

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

The Mad Marathon advertising and media campaign is extensive.

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

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

We are honored as a Vermont Chamber of Commerce Top Ten Summer Event 2018, 2019, 2020 & 2022 which adds to our exposure. Additionally, we have been chosen by Runners World Magazine on their Bucket List as a Top Ten Destination Marathon 2018, 2019, 2020 (canceled) and 2021, This award was given to four US Marathons, ours, Kauai, Hawaii; Missoula, Montana and Anchorage, Alaska. The remaining six on the list are Paris, Rome, Sydney, Norway, Stockholm and China. Link: <https://www.runnersworld.com/races-places/a25800170/bucket-list-races-for-new-year/>

# Advertising Summary - 2023

| <u>PUBLICATION</u>  | <u>FORMAT</u>             | <u>SCHEDULE</u> |
|---------------------|---------------------------|-----------------|
| World Running Clubs | Calendar/Email blasts     | Ongoing         |
| Social Media        | FACEBOOK ADS/Twitter etc. | Ongoing         |
| Runner's World      | Calendar                  | Ongoing         |
| Runner's World      | AD                        | 5/23 to 7/23    |
| Marathon Maniacs    | Banner/Article/Facebook   | 1/23 to 7/23    |
| Ambassadors         | Social Media              | Ongoing         |
| Event Hui           | Banner ADS                | Ongoing         |
| Paypal              | Fundraising Web/Article   | Ongoing         |
| Marathon Guide      | Calendar/Banner           | Ongoing         |
| USA Running         | Calendar                  | 1/23 to 7/23    |
| Half Marathon Guide | Calendar                  | 1/23 to 7/23    |
| Press Releases      | Local/Vermont             | 5/23 to 7/23    |
| USA Track & Field   | Calendar                  | 2/23 to 7/23    |

**Estimated Budget: \$3,500.00**

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

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

### **Mad Marathon Route**

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

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

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

**Economic impact on the Mad River Valley:**

Although our 2023 race faces unknowns for travelers, based on a field of 1,200 runners, the economic impact on the Mad River Valley will be considerable. Data published in the most recent Vermont Department of Tourism & Marketing study reports the average overnight visitor spends \$239.00 per day on lodging, shopping, recreation, food and beverage. A party of two spends \$339.00 per day. The typical marathoner will spend 3.5 days on location with a family member or \$1,186.50. Therefore, if 85% of the field for the race are overnight visitors to the Valley, that would total \$1,210,230.00. Day visitors to the Valley as athletes, spectators and support teams will spend an average of \$42.00 per day, therefore raising the total impact.

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

Generally, a marathon will host a pasta/carbo dinner the night before the race. However, the Mad Marathon will again be organizing the MAD CARBO with local restaurants hosting smaller private parties through out the Valley.

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

June 02, 2023

Jesse A. Devlin  
Highway Safety & Design Program Manager  
Vermont Agency of Transportation  
219 North Main Street  
Barre, VT 05641

Re: WAITSFIELD STP 013-4(55)

Dear Mr. Devlin,

The recently developed VPSP2 (VTrans Project Selection and Prioritization Process) was implemented by the Vermont Agency of Transportation (VTrans) in an effort to develop a performance-based data driven project selection and prioritization framework that maximizes the transportation value delivered to users of the facilities. This process includes a mechanism in which Regional Planning Commissions in coordination with their communities can propose potential projects that are desirable from a regional and local perspective. The Central Vermont Regional Planning Commission (CVRPC) worked with the Town of Waitsfield to propose a future project at the intersection of VT 100, VT 17 and Bragg Hill Road that would address the growing need to evaluate improvements at this intersection to improve safety and mobility for all roadway users.

This regionally proposed project was selected for advancement and programmed as Waitsfield STP 013-4(55). The initial phase of this project is a project refinement stage, which intends to obtain consistent information regarding the proposed project or need and reinforce project support and understanding with the Regional Planning Commissions and municipalities. The CVRPC and Town of Waitsfield worked with Consulting Firm McFarland-Johnson, Inc. throughout this process and thoroughly discussed project location, community/municipal involvement, previous planning or construction documents, project purpose and need or project vision, potential project scope or key focus areas, project estimate and project challenges.

The Town of Waitsfield supports further scoping studies and an alternatives analysis at these intersections.

The work performed within the project refinement stage resulted in beneficial discussion and this letter intends to acknowledge an understanding of the process and overall support for the project.

- The Town of Waitsfield acknowledges that the project refinement phase is the initial phase of a project, and a final alternative and project scope was not defined under this project phase.
- The Town of Waitsfield acknowledges that the project will require a finance and maintenance agreement that may require Municipal funding for non-participating project elements and/or maintenance responsibilities.
- The Town of Waitsfield supports the continued advancement of Waitsfield STP 013-4(55).

City/Town Signatures



**DRAFT v1**

1  
2 The Selectpersons of the Town of Waitsfield hereby ordain:

3  
4 **ARTICLE I - OFFICE OF EMERGENCY MANAGEMENT**

5  
6 **Section 1. Short Title.**

7  
8 This Ordinance shall be known and may be cited and referred to as Emergency  
9 Management Ordinance of the Town of Waitsfield.

10  
11 **Section 2. Intent and Purpose.**

12  
13 (1) It is the intent and purpose of this Ordinance to establish a local organization  
14 that will ensure the complete and efficient utilization of all the Town's facilities to  
15 combat attacks or other disasters as defined herein.

16  
17 (2) The Town of Waitsfield Office of Emergency Management will be the  
18 coordinating agency for all activity in connection with Emergency Management;  
19 it will be the instrument through which the Town Selectperson may exercise the  
20 authority and discharge the responsibilities vested in them in VSA Title 20, Part  
21 1, Chapter 1, Section 6, and as amended in this Ordinance.

22  
23 **This Ordinance will not relieve any Town Department of the moral**  
24 **responsibilities or authority given to it in the Town Charter or by local**  
25 **Ordinance, nor will it adversely affect the work of any volunteer agency**  
26 **organized for relief in disaster emergencies.**

27  
28 **Section 3. Definitions.**

29  
30 (1) The following definitions shall apply in the interpretation of this Article:

31  
32 (a) "Emergency Management" means the preparation for and carrying out of  
33 all emergency functions, other than the functions for which military forces or  
34 other federal agencies are primarily responsible, to prevent, minimize and repair  
35 injury and damage resulting from disasters caused by enemy attack, sabotage,  
36 or other hostile action or from flood, fire, storm, or other natural causes, or from  
37 radiological incidents or hazardous chemical or substance incidents and the  
38 preparation and planning designed to insure that this town is prepared to deal  
39 with such disaster or emergencies and includes civil defense activities.

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41 (b) "Attacks" shall mean a direct or indirect assault against the Town of its  
42 environs, or of the nation, by the forces of a hostile nation or the agents thereof,  
43 including assault by bombing, radiological, chemical or biological warfare, or  
44 sabotage.

45  
46 (c) "Disaster" includes natural and man-made disaster but is not limited to  
47 actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm,  
48 epidemic or other impending or actual emergency or calamity endangering or  
49 threatening to endanger health, life or property or constituted government.

50  
51 (d) "Emergency Management Forces" shall mean the employees, equipment  
52 and facilities of all Town departments, boards, institutions and commissions; in  
53 addition, it shall include all volunteer personnel, equipment and facilities  
54 contributed by, or obtained from, volunteer persons or agencies.

55  
56 (e) "Volunteer" shall mean contributing a service, equipment or facilities to  
57 the emergency management organization without remuneration.

58  
59 (f) "Emergency Management Volunteer" shall mean any person duly  
60 registered, identified and appointed by the Town of Waitsfield, Local Emergency  
61 Management Director, appointed as prescribed in this Ordinance.

62  
63 (g) "Local Emergency Management Director (EMD)" shall mean the Town  
64 Chairperson of The Board of Selectmen or his or her designated alternate duly  
65 appointed in accordance with the Town Charter.

66 (h) "Regulations" shall include plans, programs and other emergency  
67 procedures deemed essential to emergency management.

68  
69 **Section 4. Organization and Appointments.**

70  
71 (1) The Town Selectpersons are hereby authorized and directed to create an  
72 organization for emergency management utilizing to the fullest extent the  
73 existing agencies within this Town. The Town of Waitsfield shall declare [either  
74 Chairperson of the Board of Selectpersons or another duly appointed person],  
75 as the of the Local Emergency Management Director to oversee the  
76 organization, administration and operation of a local Office of Emergency  
77 Management.

78  
79 (2) The Organization shall consist of the following:

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(a) An Office of Emergency Management within the executive department of the Town government and under the direction of the Town Selectpersons. There shall be an executive head of the Office of Emergency Management, who shall be known as the Local Emergency Management Director and such assistants and other employees as are deemed necessary for the proper functioning of the organization.

(b) The employees, equipment and facilities of all Town departments, boards, institutions and commissions, will participate in the emergency management activity. Duties assigned to the Town department shall be the same or similar to the normal duties of the department.

(c) Volunteer persons and agencies offering service to, and accepted by, the Town.

(3) The Local Emergency Management Director (Chairman of the Board of Selectpersns or duly appointed person) shall be a person well versed and trained in planning operations involving the activities of many different agencies which will operate to protect the public health, safety and welfare in the event of danger from enemy action or disaster as defined in this Ordinance.

(4) The Local Emergency Management Director shall designate and appoint a Coordinator and/or Deputy Directors (with consent of Board of Selectpersons) to assume the emergency duties of the Director in the event of his/her absence or inability to act. (This designation to be compatible with the provisions of Town Charter. The intent being that at all times there be a Local Emergency Management Director in charge of the Town.)

**Section 5. Emergency Powers and Duties.**

(1) The Chairperson of the Board of Selectpersons.

(a) The Emergency Management Director may exercise the emergency power and authority necessary to fulfill his general powers and duties as defined in the Town Charter. The judgment of the Local Emergency Management Director shall be the sole criteria necessary to invoke emergency powers provided in the Town Charter, the Ordinance Code and other appropriate authorities. The Town Selectpersons may convene to perform its legislative and

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119 administrative powers as the situation demands, and shall receive reports,  
120 relative to emergency management activities. Nothing in this Ordinance shall be  
121 construed as abridging or curtailing the powers or restrictions of the Town  
122 Selectpersons as defined in the Town Charter.

123

124 (b) During any period when disaster threatens or when the Town has been  
125 struck by disaster, within the definition of this Ordinance, The Town  
126 Chairpersons of the Board of Selectpersons may promulgate such regulations  
127 as he/she deems necessary to protect life and property and preserve critical  
128 resources. Such regulations may include, but shall not be limited to, the  
129 following:

130

131 1. Regulations prohibiting or restricting the movement of vehicles in order  
132 to facilitate the work of emergency management forces, or to facilitate the mass  
133 movement of persons from critical areas within or without the Town.

134

135 2. Regulations pertaining to the movement of persons from areas deemed  
136 to be hazardous or vulnerable to disaster.

137

138 3. Such other regulations necessary to preserve public peace, health and  
139 safety.

140

141 4. Regulations promulgated in accordance with the authority above will be  
142 given widespread circulation by proclamations published and uttered by  
143 newspaper and radio. These regulations will have the force of Ordinance when  
144 duly filed with the Town Clerk and violations will be subject to the penalties  
145 provided in the Town Charter.

146

147 (c) The Local Emergency Management Director shall order emergency  
148 management forces to the aid of other communities when required in  
149 accordance with statutes of the state, and he/she may request the state, or a  
150 political sub-division of the state, to send aid to the Town of Waitsfield in case of  
151 disaster when conditions in the Town are beyond the control of the local  
152 emergency management forces.

153

154 (d) Local Emergency Management Director may obtain vital supplies,  
155 equipment and other properties found lacking and needed for the protection of  
156 health, life and property of the people, and bind the Town for the fair value  
157 thereof. Define a maximum limit or procedure to be followed or leave as is.

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159 (e) Local Emergency Management Director may require emergency services  
160 of any Town officer or employees. If regular Town forces are determined  
161 inadequate, the Director may require the services of such other personnel as he  
162 can obtain that are available, including citizen volunteers. All duly authorized  
163 persons rendering emergency services shall be entitled to the privileges and  
164 immunities as provided by state law, The Town Charter, and Ordinances for  
165 regular Town employees and other registered and identified emergency  
166 management and disaster workers.

167

168 (f) The Emergency Management Director will exercise his/her ordinary  
169 powers [either Chairperson of the Board of Selectpersons or with consent of the  
170 Board of Selectpersons] and all of the special powers conferred upon him/her  
171 by the Town Charter and the Ordinance Code of the Town of all powers  
172 conferred upon him/her by any statute, or any other lawful authority.

173

174 (2) Town Emergency Management Coordinator.

175

176 (a) The Town Emergency Management Coordinator shall be responsible to  
177 the Local Emergency Management Director in regard to all phases of the  
178 emergency management activity. Under the supervision of the Director, he/she  
179 shall be responsible for the planning, coordination and operation of the  
180 emergency management activity in the Town. Under the supervision of the  
181 Director, he/she shall maintain liaison with the state and federal authorities and  
182 the authorities of other nearby political sub-divisions as to ensure the most  
183 effective operation of the Emergency Management plan. His/Her duties shall  
184 include, but not be limited to, the following:

185

186 1. Coordinating the recruitment of volunteer personnel and agencies to  
187 augment the personnel and facilities of the Town for emergency management  
188 purposes.

189

190 2. Development and coordination of plans for the immediate use of all the  
191 facilities, equipment, manpower and other resources of the Town for the  
192 purpose of minimizing or preventing damage to persons and property; and  
193 protecting and restoring to usefulness governmental services and public utilities  
194 necessary for the public health, safety and welfare.

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196 3. Negotiating and concluding agreements with owners or persons in  
197 control of buildings or other property for the use of such building or other  
198 property for the emergency management purposes and designation suitable  
199 building as public shelters.

200  
201 4. Through public informational programs, educating the civilian  
202 populations as to actions necessary and required for the protection of their  
203 persons and property in case of enemy attack, or disaster, as defined herein,  
204 either impending or present.

205  
206 5. Conducting public exercises and practice alerts to ensure the efficient  
207 operation of the emergency management forces and to familiarize residents  
208 with emergency management regulations, procedures and operations.

209  
210 6. Coordinating the activity of all other public and private agencies  
211 engaged in any emergency management activity.

212  
213 7. Assuming such authority and conducting such activity as the Director  
214 may direct to promote and execute the emergency management plan.

215

216 **Section 6. Violation of Regulations.**

217

218 It shall be unlawful for any person to violate any of the provisions of this  
219 Ordinance or the Regulations of Plans issued pursuant to the authority  
220 contained herein, or to willfully obstruct, hinder or delay any member of the  
221 emergency management organization as herein defined in the enforcement of  
222 the provisions of this Ordinance or any Regulation or Plan issued thereafter.

223

224 **Section 7. Penalty.**

225

226 Any person, firm or corporation violating any provisions of this Ordinance, or  
227 any Rule or Regulation formulated thereafter, upon conviction thereof, shall be  
228 punished pursuant to Town Charter or Amendments thereto.

229

230 **Section 8. Severability.**

231

232 Should any provision of this Ordinance be declared invalid for any reason, such  
233 declaration shall not affect the validity of other provisions, or of this Ordinance,



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234 as a whole, it being the legislative intent of the provisions of this Ordinance shall  
235 be severable and remain valid notwithstanding such declaration.

236  
237 **Section 9. Conflicting Ordinances, Orders, Rules and Regulations**  
238 **Suspended.**

239  
240 At all times when the orders, rules and regulations made and promulgated  
241 pursuant to this Article shall be in effect, they shall supersede all existing  
242 ordinances, orders, rules and regulations in so far as the latter may be  
243 inconsistent therewith.

244  
245 **Section 10. Effective Date.**

246  
247 This Ordinance shall take effect on \_\_\_\_\_ day of  
248 \_\_\_\_\_, in accordance with the provisions of the Town  
249 Charter or Amendments thereto.

250  
251 Dated at Town of Waitsfield, County of Washington, State of Vermont this  
252 \_\_\_\_\_ day of  
253 \_\_\_\_\_.

254  
255 Town of Waitsfield Selectboard

256  
257 \_\_\_\_\_  
258 Chairperson

259  
260  
261 \_\_\_\_\_  
262 Vice-Chair

263  
264 \_\_\_\_\_  
265 Selectboard Member

266  
267 \_\_\_\_\_  
268 Selectboard Member

269  
270 \_\_\_\_\_  
271 Selectboard Member

## February 2023 - Building Assessment

Created by Eliot Lothrop

Partially funded by Preservation Trust of Vermont

### General Wait

#### Description

At first glance, the hipped roof, center chimney and simple fenestration of the General Wait house have the appearance of a classic two story Federal “big house” in that classic rambling New England farmhouse tradition. In fact, it is only the lower story of the main house that is original and said to be from the late 1700’s, having been moved from up the road in the 1830’s. It is unclear when the second story was added, but it is stick framed most likely from the second half of the 19<sup>th</sup> century, at which point the story and a half ell was likely added. The second story and ell exist in a photograph from 1890, and appear only slightly weathered, suggesting that the work may have been done just after the Civil War. The ell is connected to the front barn, via an open three-sided connector. The front barn appears to have been built around the same time period as the second story on the main house, and appears to have been used for horse stalls and a carriage, with hay above. Behind it sits another, even newer carriage barn that appears to have been built around the turn of the century.

#### Main House and Ell

As can be seen in the 1890 photograph, the front porch on the South side of the building is not original and is in need of major roof and flashing work if it remains. The porch does not appear in the photo of the South façade from 1890 and consideration could be given to removing it. It does not look like the flashing and clapboarding work around it were ever completed and it is rather crude where it attaches to the house. The porch posts may be the only original part of the porch (though even their age is hard to determine). The ceiling is plywood and the floor framing and flooring is new, none of it done traditionally or in a manner that is necessarily complimentary to the house.

Other than the porch, the rest of the South side of the main house is in good condition. Clapboards appear to be generally free of rot and only in need of a thorough scraping and painting. The West side of the building is in poorer condition, with the low portions of the wall seeing damage due to salt spray from plowing. The steel siding nails low on the wall have rusted severely and several of them have failed completely- now no longer holding the clapboards to the wall. Up at the second floor level, the clapboards appear to have been removed and then put back. This may have been part of the 1990’s work in order to insulate or snake wires, but it also may be experiencing some movement as the frame transition from the original house to the addition above. Both areas should be inspected and clapboards repaired throughout as needed. They will need to be re-nailed throughout with stainless steel nails where the old nails have failed and the old nails will need to be primed with a rust neutralizing primer when left in place.

The North side of the building has been patched with a fair amount of new clapboards, that appear (as is seen in photos of the restoration) to have been installed un-primed, and appear to have been painted in place first with latex paint. This appears to be making it hard for the new

clapboards to hold paint and has made some of them rot prematurely. They should all be scraped thoroughly, inspected for rot and replaced as needed with pre-primed quartersawn clapboards. Existing clapboards should be primed with an oil based primer and two coats of latex paint on the whole wall.

The roof on the North side of the building is in particularly poor condition and there is lots of peeling paint along the soffits, indicative of water infiltration. With the spray foam in the attic, any roof leaks will get funneled down and out, likely toward the eaves and through the soffits, unseen from below inside. The Northern roof is a good example of why cedar shingles are not the best roofing option for the building. It needs replacement too frequently and some amount of maintenance, all of which are not ideal for a historic municipal building. A standing seam metal roof would be both attractive, incredibly effective in shedding snow, lowers the dead load on the roof and last for roughly 75 years. A large amount of prep work will need to be done, stripping the existing roofing down to the original roof sheathing boards on the main roof and installing a layer of ½" plywood over the top. Someone experienced in building sciences should be enlisted to determine if the roof insulation over the ell is sufficient and can just be re-roofed, or if additional work should be done there. There will be some framing and sheathing repairs needed regardless.

The East side of the main roof is in good condition, though the cedar board ridge cap is in poor condition. The South side of the ell roof, is more deteriorated than the main roof, particularly where the main roof sheds onto it. The ell roof is built up on top of the original shingles with new 2x8s rafters and plywood filled in with polyisocyanurate foam insulation between. The ell roof should have a long diverter on it so that as water washes down the ell roof, it is funneled away from the East wall of the main house. Currently, the water runs into the second story window on the East side of the main house and has rotted out the windowsill and the lower sash there.

There appears to be a French drain down approximately 2-3' that runs along the West wall and might turn the corner and to drain the North side of the building, but further investigation would be needed to determine this. If there is not a French drain existing already along the North wall, it could certainly be added. The trees on the North side of the building should be removed so that they are no longer shading the roof and risking damaging it, but also to correct the grade so that it is pitched away from the building properly. Currently, the trees create a hummock with the ground between them and the house being level or with a slight negative pitch back towards the building. This may be the root of any leaks that are appearing in the basement, especially if the drainage does not extend that far to the East.

The foundation of the main house, which is made up of nice looking, medium to large fieldstone appears to be in good condition. The stones appear to be dry laid for the most part and pointed with a lime-based mortar as they were filled in and finished. The foundation for the ell has been replaced and is a concrete wall up to grade with mortar laid stone 16" tall on top. There are many newer clapboards on the ell, both North side and South, that were installed bare. They should be replaced as needed with new pre-primed quartersawn

clapboards and others scraped down to bare wood, primed with an oil-based primer and the whole wall painted with two coats of latex paint.

The windows have been replaced with newer single pane sash. While they are attractive windows and a step up from most replacement windows in terms of appearance, they still require a storm window for insulation. The current storms on the windows have wide wooden frames that are screwed to the window jambs from the exterior. They make operating the windows difficult and obscure visual details like the meeting rails, which is a reason for maintaining real wooden sash in the first place. New triple track storm windows that can be operated from inside the building and are relatively invisible, should be installed. There are also shutters throughout the building that are hung backwards. While it is intuitive the way they are hung because they shed water away from the building, that would have been the case when they were closed, not open.

### **Connector**

The connector from the ell to the horse barn does not have a foundation, it is just hung off of the two buildings. The East side of the connector is visibly lower than the West side, suggesting that the horse barn has sunken over time relative to the house ell. This is not in itself concerning, but it does demonstrate that major work will need to be undertaken if the horse barn is rehabilitated into more of a museum function.

### **Horse Barn**

The building is stud framed with 3x4 walls that extend a story and a half from the sill to top plate. There are a few timbers in the horse barn, but they appear to be recycled and are arbitrary. The tops of the studs are cut at the roof angle, which is a very unusual and poorly designed detail. The top plate consists of a doubled up, flat 2x4 that rests on top of the studs, in plane with the angle of the roof. This creates an immediate issue structurally, because the plates don't sit statically on the top of the studs. Gravity alone is constantly pushing the plates outwards, down the slope at the top of the studs and immediately reducing the bearing capacity as less of the plates then sit on the studs, further exacerbating the issue. The top plates were likely fastened to the studs with large square nails, many of which have sheared off as the plates have shifted, causing the plate to be pushed outboard of the studs. At some point in the last several decades, perhaps in the 1990s restoration, some stabilization to the horse barn was undertaken. Most of the tops of the studs were lagged into the top plate, though the plate was already pushed outward and downhill when it was attached. Collar ties were installed on every rafter pair, but they are up a little high to be effective, and they are only nailed with 16d framing nails.

A structural engineer will need to be enlisted to determine what to do with the roof system, but it will likely need to be rebuilt. It is hard to see how the canted top plates will ever be able to effectively achieve the strength needed. Instead, it would probably be more cost effective to remove the entire roof, sheathing, rafters and all. The canted top plate can then be removed,

the tops of the studs cut level and sistered or supplemented as needed (the stud wall is underbuilt and overoptimistically uses long 3x4s throughout). The rafters and top plates can then be replaced with new rough sawn materials of sufficient dimensions determined by a qualified structural engineer.

The building also needs a proper foundation to sit on and the majority of the sills are in need of replacement. The first floor system would need to be removed inside and the building jacked up in the air in order to replace the foundation. The foundation should be excavated and replaced with concrete frost walls on top of which new timber sills are installed. The existing sills are a mix of original timber in varying condition, and pressure treated 8x8. They should be replaced with new hemlock timbers of appropriate dimensions throughout.

With a new foundation and major roof work needed to the frame it becomes more and more important to look at what fabric would be preserved if a rehabilitation was undertaken. Typical of contemporary horse and carriage barns, there were box stalls, four in this case, and a large open space for storing carriages. There is nothing unique or impressive in this construction or design and it is difficult at best to decipher what is historically significant. Powder post beetles have infiltrated the building as well, as is demonstrated by small piles of fine sawdust- frass, seen on horizontal surfaces throughout. As difficult as the decision may be, with finite resources, some consideration should be given as to whether or not the horse barn should be restored. It would change the appearance greatly to remove the structure, but it would offer some benefits in separating the open public space of the back barn from the more historically significant house. If it is desired to keep the connected, Big House, Little House, Back House, Barn feel that the complex currently has, it may be wise to re-build the horse barn with new materials to match the appearance of the original but with better construction.

### **Carriage Barn**

The carriage barn has had a fair amount of work done to it in recent years, some of which was done in an order that was not optimal to the full restoration of the building but instead targeted easily achievable tasks. For instance, a new standing seam metal roof was installed over new plywood sheathing, but the earlier plywood sheathing was left in place with holes in it from the previous roof that had failed. Both of the eaves walls of the building are sagged, the North side extremely so, and has been stabilized by shimming in between the rafters and the top plate. With the new roof on the building, this means that in order to straighten the walls (if the building were placed on a new foundation or simply leveled), that the rafters would need to be jacked up and the shims removed as the wall is jacked.

The interior of the walls downstairs has been finished off with pine boards even though the sistering of the studs that they cover seems incomplete. Many of the studs on the South wall especially have been sistered on with new rough sawn 2x4s. The old rotted stud tops have been left in place and the new studs do not appear to be fastened to the top plate. None of

this new work is improper or poor quality, it should just happen in a proper sequence so that additional costs aren't incurred for things that weren't properly planned for.

### **High Priority Tasks:**

-Strip the cedar shingles off of the main house and ell. On the main house, strip the layers down to the original sheathing and add new ½" plywood over the top. On the ell, check the insulation underneath the sheathing to make sure that water has not penetrated and rotted below. If conditions are satisfactory under the sheathing, patch it as needed, install a high quality underlayment paper throughout and roof the main house and ell with painted standing seam metal roofing.

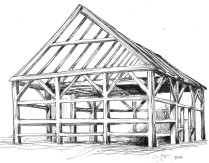
-Take down the trees on the North side of the building and pitch the grade properly away from the building all along the North wall. Explore the French drain and whether it runs along the North wall. Extend it to run the full length of the North wall if it does not already.

-Remove the existing front porch and patch the clapboards on the main house. The porch can be retained if desired, but it is of little historic value and is not a benefit to the building in any way.

-Patch the clapboards throughout, especially on the North side of the house and ell.

-Determine how it would be possible to save the horse barn for potential public use and whether or not it will be worthwhile. The building is under designed and in poor condition, it should have a thorough engineering study before any feasibility decisions are made.





Eliot Lothrop  
240 Cummings Dr.  
Huntington, VT 05462

(802) 598-9344  
eliot@buildingheritage.com

# **BUILDING HERITAGE LLC**

**PRESERVATION AND RESTORATION**

Cost estimate relayed from Quinn McElwain of McElwain Contracting:

All prices include the stripping of existing shakes, the installation of ½" Advantech plywood over the existing sheathing, covering with underlayment paper and then colored standing seam metal roof.

|             |                 |
|-------------|-----------------|
| Main roof-  | <b>\$67,200</b> |
| Ell-        | <b>\$18,600</b> |
| Connector-  | <b>\$9600</b>   |
| Horse Barn- | <b>\$34,800</b> |

April 5, 2023

Town of Waitsfield  
4144 Main Street  
Waitsfield, VT. 05673  
Phone: 802-496-2218

Reference: Replace existing wood shingle roofs only with new architectural shingles or standing seam metal. Approximately 4840 sq. ft.

### PROPOSAL/CONTRACT

Customer and Contractor are parties to this Proposal/Contract (P/C) Agreement, dated April 5, 2023 (the "Agreement"). This P/C is a statement of work to the Agreement and is subject to the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this P/C shall have the meanings given in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and this P/C or other documents incorporated by reference herein, the terms and conditions of the Agreement shall prevail unless this P/C specifically states the term or condition of this P/C will prevail. The parties shall disregard any terms and conditions (including any preprinted terms and conditions) on or contained in any of Contractor's documents that are used as part of this P/C.

1. All work performed by Vermont Roofing Company, will follow the safety rules of O.S.H.A. Our desire is to limit your liability as a building owner.
2. Maintain the premises in a safe, orderly, and workmanlike manner during all phases of the contracted work.
3. Remove the existing roofing material down to the wood deck for the application of the new roofing specified below. Cart this and other debris resulting from our work away from the premises and properly dispose.
4. Per visual inspection we do not observe any deteriorated decking, more than (1) existing roof, etc. However, in the course of the job if we determine you have deteriorated decking, more than (1) roof to remove or other unforeseeable circumstances, these issues will be addressed as a "Time & Material Extra" to be discussed with owner.
5. Install new ½" plywood over existing plank deck.



OUR AFFILIATES



the **Melanson** company  
353 West Street • Keene, NH 03431 5 Ferry Road • Bow, NH 03304  
(603) 352-4232 (603) 224-0444



**VERMONT ROOFING COMPANY**  
1325 Harwood Hill • Bennington, VT 05201  
(802) 442-2899



**A. C. HATHORNE COMPANY**  
252 Avenue C • Williston, VT 05495  
(802) 862-6473



**VERMONT ROOFING COMPANY**  
a division of The Melanson Company, a Tecta America Company, LLC  
Since 1957

118 Spruce St • PO Box 237 • Rutland, VT 05702 • (802) 775-4386 • Fax (802) 775-5156 • www.vermontroofing.com

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New Architectural Shingles

6. Install Ice & Watershield underlayment 6 Ft. upslope on all eave edges, 3 Ft. in the valley areas and around roof penetrations. The balance of the wood deck substrate will be covered with synthetic felt paper.
7. Install new shop fabricated aluminum flashings at rake edges, drip edges, valleys, steps and around the chimney.
8. Provide and Install new roof vent pipe flanges to the existing pipes, integral with the new shingle roof.
9. Over entire area provide and install new Limited Lifetime architectural shingles. Fasten new shingles in accordance the manufacturer, 6 nails per shingle for high wind applications. Color to be \_\_\_\_\_.
10. Vermont Roofing Company, agrees to perform the work, furnish the material and labor specified above for the sum of:

**\$73,800.00**

New Standing Seam Metal

11. Install high temperature Ice & Watershield underlayment 6 Ft. upslope on all eave edges, 3 Ft. in the valley areas and around roof penetrations. The balance of the wood deck substrate will be covered with synthetic felt paper.
12. Install an interlocking panel roof system fabricated right on the jobsite with our own ZIMMERMAN roll-forming equipment – using a kynar finish 24 gauge material with panels 20" wide and a double locked standing seam. All flashings (drip edge, chimney, valley, transition, apron, wall, ridge, etc.) will be fabricated from the same coil stock and color as the roof panels.
13. Provide and Install new pipe boot to existing vent pipe.
14. Vermont Roofing Company, agrees to perform the work, furnish the material and labor specified above for the sum of:

**\$103,500.00**

We carry Workman's Compensation, Public Liability, and Property Damage Insurance. Enclosed is a copy of our insurance coverage. We recommend all potential customers review and compare all insurance coverage.



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Vermont Roofing Company, Inc. policy dictates our contract proposals must be signed before job is assigned scheduling. This is in addition to your verbal agreement, purchase order number, or your own required contract.

This proposal is subject to acceptance within 30 days and is void thereafter at the option of Vermont Roofing Co.

**The following information, terms and conditions are part of the attached roofing Proposal/Contract:**

1. **Nature of Work.** Vermont Roofing Company, A Tecta America Corp. shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Tecta's roofing work is installed.

2. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within fifteen (15) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

3. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.



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4. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking or removal of hidden layers of roofing, shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed. All material is warranted to be as specified. Verbal authorization of changes will be considered part of this contract. Both parties to this contract must approve all such changes and or additions in writing when possible or verbally when necessary. Work cancelled by the owner after materials have been purchased will be subject to shipping and restocking fees on the returned materials. Extra materials are sent to every job. Any and all materials left at the end of the work remain the property of Vermont Roofing Co.

5. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is an increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Tecta, upon submittal of written documentation and advance notice.

6. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

7. **Warranty.** New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

8. **Dispute Resolution.** If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to



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arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

If you are in agreement with contract proposal and all terms & conditions, please sign your approval below. Return one copy of the signed contract to Vermont Roofing and retain a copy for your records. **A 25% Deposit will be required before any work can be started and/or any materials can be ordered.** Thank you for choosing Vermont Roofing Co.

Thank you for calling Vermont Roofing Company.

VERMONT ROOFING COMPANY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neil Hoag

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Print name



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the **Melanson** company  
353 West Street • Keene, NH 03431 5 Ferry Road • Bow, NH 03301  
(603) 352-4232 (603) 224-0444



**VERMONT ROOFING COMPANY**  
1325 Harwood Hill • Bennington, VT 05201  
(802) 442-2899



**A. C. HATHORNE COMPANY**  
252 Avenue C • Williston, VT 05495  
(802) 862-6473





P.O. Box 69  
49 Perkins Street  
St. Johnsbury, VT 05819

T 802.748.4555  
800.331.7663  
F 802.748.3069

April 6, 2023

Waits House  
4061 Main St.  
Waitsfield, VT  
Attn: Randy

Hi Randy,

We appreciate this opportunity and are pleased to extend this new roofing proposal for this Waitsfield property as follows:

#### **Option 1 - Standing Seam**

- Erect OSHA approved pipe scaffolding at eaves to ensure safety and cleanliness
- Remove existing wood shake to the existing ice and water shield or wood deck and dispose of in a safe and legal manner
- Any rotten or deteriorating decking will be repaired/replaced, on a time and material basis
- Install one course Ice & Water Shield at eaves and valleys
- Install synthetic felt over remaining areas
- Install ATAS International double-lock, 24-gauge standing seam roof system
- Price includes choice of ATAS International base colors, additional cost for premium colors
- Pricing includes snow guards over main entrance
- Install metal flashings, as needed to complete roof upgrade, as per manufacturer
- Provide 35-year manufacturer's paint finish warranty, as well as Rodd's 2-year watertight warranty

**The above work would be completed for a sum of: \$154,990.00**

#### **Option 2 - Asphalt Shingles**

- Erect OSHA approved pipe scaffolding at eaves to ensure safety and cleanliness
- Remove existing wood shake down to the existing ice and water shield or wood deck and dispose of in a safe and legal manner
- Any rotten or deteriorating decking will be repaired/replaced, on a time and material basis
- Install one course Ice & Water Shield at eaves
- Install synthetic felt over remaining areas
- Install CertainTeed Landmark Pro Shingles
- Color choice based on availability
- Install metal flashings, as needed to complete roof upgrade, as per manufacturer
- Provide Limited Lifetime warranty, as well as a 2-year Rodd's watertight warranty

**The above work would be completed for a sum of: \$101,660.00**

(Cont'd)

**Alt 1 - If main house needs plywood - Add: \$8,540.00**

Notes:

- This is a budgetary assessment for work potentially being performed in 2024
- Quote assumes existing roofing can be removed using standard methods
- Due to unknown counterflashing conditions, all wall repairs, replacements, or painting, by others, or on a time and material basis
- Quote assumes existing decking is acceptable to the roofing contractor; repairs, if any, will be on a time and material basis
- Liability insurance attached
- Usual relevant clarifications and exclusions attached

If any questions arise, please feel free to contact me by email or on my cell, anytime.

Thank you very much for the consideration!

Kind regards,

Chris Durning  
Cell: 802-274-5683  
[chris@roddroofing.com](mailto:chris@roddroofing.com)



## SCHEDULE B

### Exclusions and Clarifications:

Due to unprecedented volatility in the roofing materials market, as well as any uncertainties that may exist in the environmental and/or public health conditions, this price and any scheduling of projects may be valid for only a limited period of time. Major L. Rodd Inc. reserves the right to rescind this quote at any time.

Please note due to extraordinary material shortages and price fluctuations, the major roofing manufacturers have issued "force majeure" notifications, essentially putting material availability and pricing on a day-to-day basis. We have attempted to anticipate cost escalations. However, at the moment the roofing industry is in a crisis mode. Deliveries are in terms of months, not weeks and price escalations are occurring on a regular basis with final pricing at time of delivery on many items. Major L. Rodd Inc. final pricing on quotes and contracts in place may increase at time of delivery.

This proposal is based upon roofing manufacturer's standard specifications. It is also assumed all OSHA requirements and options are available for use. Any more stringent insurance company or corporate requirement are not assumed if they have not been submitted to us in writing prior to proposal.

This proposal assumes a laydown area large enough for roofing work to be done. This may include dumpsters, cranes, vehicles, materials and misc. equipment. Vehicle and foot traffic will probably be restricted in some manner during the roofing process.

### Fumes and Emissions

Owner and Contractor acknowledge that roofing products emit fumes, vapors and odors during the application process. Noise will also be generated as part of roofing operations.

Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building.

Customer shall hold Contractor harmless from claims relating to fumes, odors and noise that are emitted during the normal roofing process.

### Site Conditions

Contractor shall not be responsible for additional costs due to the existence of utilities, conduits, wet insulation, deteriorated deck or other subsurface or latent conditions unless specifically covered in the scope of work. The raising, disconnection, re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

### Payment

All sums not paid in full when due shall earn interest at the rate of 1.5% per month. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration.

### Asbestos and Toxic Materials

This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during

the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material.

#### Statute of Limitations

Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after the Contractor completed roof installation.

#### Mold

Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting there from. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

#### Oil Canning

All materials are specified for roll-forming applications. Jobsite conditions such as temperature variation, unlevel substrate may promote oil canning. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

#### Mechanical Anchored Systems

All mechanical anchored systems have fixed points. Membrane that is loose laid between these points will expand and contract and may exhibit minor waviness or billowing. This is a normal aesthetic feature.

#### Design Liability

Contractor shall furnish the labor and material to perform the Work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility, if so desired, to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for discrepancies between specifications and drawings. These to be handled on a charge basis as needed.

#### Interior Protection

Customer Acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to the commencement of roofing operations. Customer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

#### Exterior Protection

Customer shall ensure that any pre-designated coverage of power lines by utility companies be completed prior to roofing activity

#### Added Work

All Time and Material work is based upon a cumulative eight-hour roof day with added portal to portal, loading, unloading, trucking, and equipment charges. This is calculated at a rate of \$95 per person-hr.

#### Permits

Permit and Construction fees, if any, obtained and paid for by owner.

#### Damages and Delays

Contractor is not responsible for damage to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its

reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

#### Existing Conditions

Contractor is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Contractor. Contractor is not responsible for damages or leaks due to existing conditions, existing sources of leakage or normal rooftop traffic simply because the Contractor started work on the building.

Existing shingles assumed not adhered to underlayments.

#### Ponding

Contractor is not responsible for location of roof drains, deck deflection, adequacy of drainage or ponding on the roof. It is the Customer's responsibility to ensure drains are kept free from debris after roofing is complete.

#### Manufacturer's Warranty

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

Many roof systems are snow and ice shedding designs. Rodd Roofing is not responsible for snow and ice releases.

#### Roof Coating Restoration

Rodd Roofing does everything possible to mitigate overspray however due to the nature of the silicone spray process, we cannot be held responsible for overspray on vehicles or other property located in close vicinity of the work area. *We generally advise cars be kept at a safe distance up-wind.*

#### Substrate

The longevity of roof coating restoration relies largely on the integrity of the substrate the coating is being applied directly over. As a result, Contractor is not responsible for coating non-conformances such as tears and holes caused by failures in the roof system, whether it's a single-ply, BUR, concrete, Modified Bitumen, or metal substrate.

#### Foreign Objects

Contractor is not responsible for any defects such as tears and holes in roof coating or underlying substrates caused by impacts from foreign matters including but not limited to foot traffic, tools, equipment, trees, or any other foreign object.

#### Pressure Washing

Due to the nature of power washing at high pressure prior to roof coating, Rodd Roofing cannot be held responsible for any water infiltration caused by this necessary cleaning process.







# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Major L. Rodd the Roofer, Inc.**

**2** Business name/disregarded entity name, if different from above  
**Rodd Roofing**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**49 Perkins Street**

**6** City, state, and ZIP code  
**St. Johnsbury, VT 05819**

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|--|
|  |  |  | - |  |  |  |  |
|--|--|--|---|--|--|--|--|

OR

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
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| 0 | 3 | - | 0 | 2 | 3 | 0 | 2 | 7 | 1 |
|---|---|---|---|---|---|---|---|---|---|

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ 4-22-21

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## Building Performance Services LLC

Brad Cook

*BPI certified*

(802) 496-6339

P.O. Box 109

*Award Winning*

FAX: (802) 329-2178

Warren, VT 05674

[energy@madriver.com](mailto:energy@madriver.com)

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*Energy Assessment • Home Energy Profile • Healthy Home Evaluation*

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### REPORT on ASSESSMENT of CONDITIONS of GENERAL WAIT HOUSE

4061 Main St., Waitsfield

December 31, 2020

The following is my report on the present condition of the above building, based on several visits over the course of a few months in mid to late 2020, and interviews with most of the current occupants.



This report is divided into sections as follows: Exterior, by building section- A,B,C,D,E & F (where A is the original house and B is an addition that is also conditioned space); Interior, by building section, starting with out buildings (no plumbing or heat)- C,D,E & F, then A & B sections; Recommended repairs, approximately in order of priority, with rough estimates of costs.

Building sections are defined on the following aerial view.





## EXTERIOR-

1. Paint is peeling in several areas, particularly on south facing surfaces (note that much of the painted surfaces are likely to contain lead, and the building is located right next to an elementary school)-
  - a. A- south wall in some areas, especially above porch roof, some at trim of porch roof; some areas of north wall; several areas of soffit on west and north sides
  - b. B- several areas of the south wall
  - c. D- much of the south wall and west wall
  - d. E- all across bottom ~2 ft. of east wall;
  - e. F- all of the south wall and west wall (and NO paint on east wall and parts of north wall of F)
2. Windows- are mostly very old wood double-hung with single panes of glass, most with triple-track aluminum storm windows
  - a. Many of the windows are difficult to operate
  - b. Many windows are drafty, with no weatherstrip or sash lock(s)
  - c. Paint is peeling on many of the older windows sashes and sills, especially on 2<sup>nd</sup> floor
  - d. Several panes also need re-glazing, especially on 2<sup>nd</sup> floor
  - e. Several single pane windows are broken or notably cracked-
    - i. South wall of A, 2<sup>nd</sup> floor- 1 pane on east end (SE room)
    - ii. North wall of A, 2<sup>nd</sup> floor- 1 pane on west end of Lab room
    - iii. North wall of D- 3 panes
    - iv. South wall of D- 1 pane
  - f. The two basement windows of Section A are typical wood single-pane with an exterior screen; all are in poor condition
3. Bushes and tree branches are close to or touching the building and need to be cut back. Large maple tree at SW corner of F is heaving the concrete at the entry apron to F.
4. Roofing is cedar shakes in mostly fair condition, except the north roof of C is poor and has a lot of moss growing on it, shortening its life. Roof of F is 1½ lock standing seam roofing in good condition.

5. Section A-
  - a. Signs of foundation movement on north side of A at some point in the past (basement window and framing are leaning to the north), but there are no signs of movement in the foam on the inside of the foundation
  - b. Air intake at foundation on north side of A appears to be a fresh air intake for the furnace ducting system. It is in a very poor location for providing fresh air, and it does not appear to be presently in use. It should be completely removed and sealed off from the outside and the heat ducting.
  - c. Some shutters are in very poor condition, especially on the south wall.
  - d. The center masonry chimney appears to be in good condition on the outside, but some of the flashing is torn and there is moss growing on the brick. The flue appears to be open, but since the chimney is no longer used, it should be capped off and sealed.
6. Section B-
  - a. Storm door (bottom of inside stairs) at north wall of B is sagging very notably
  - b. Rot is evident in B- bottom few courses of east side of south wall; at bottom of entrance door casing and threshold;
7. Section C-
  - a. C- The wall on north side of C is sagging notably, leaving visible gaps at clapboards. It appears that several studs were cut but not re-supported. The entire wall has no foundation under it and depends on framing connecting to B and D.
  - b. A cast iron DWV soil stack vent exits the east gable wall of B and then goes several feet to above the roof of C. This exposes all of that pipe to the cold and can result in choking of the pipe with hoar frost when very cold outside. In the winter, it leaks condensation, building up ice below it.
8. Section D-
  - a. The north wall and parts of the west wall of D also sag notably
  - b. Notable rot at bottom courses of west wall of D
  - c. North end of west wall of D is completely exposed to C at second floor (no sheathing or siding)
9. Section E- appears to be fairly new and built on a concrete slab
  - a. The clapboards on this section are in good condition, except the bottom 6 courses on the east wall, where all of the paint has peeled off due to rain runoff from the roof.
10. Section F-
  - a. Has a rubble foundation
  - b. Clapboards on north wall are all newer, in good condition, except those just above the roof of E are in fair condition
  - c. East side of F- wall is bulging at second floor, in middle
  - d. Clapboards on east side are very weather worn and have no paint
  - e. Paint is peeling all over the clapboards on the south wall
  - f. Concrete apron at west barn doors is heaving, due to growing roots of adjacent maple tree at SW corner



## INTERIOR of OUT BUILDINGS (C,D,E,F)-

1. Numerous signs of Powder Post beetles were noted in many areas of C, D, E and F (small piles of fine sawdust below small holes in the wood).
2. There is electrical wiring in Sections D & F, including knob & tube in Section D. I did not investigate the wiring and I would not assume that it is all correctly wired back to the service panel (I have seen several cases where grounded cable was connected to K&T wiring, thereby losing the grounded conductor).
3. Section C-
  - a. This section is more like an open shed, with a roof supported by the walls of adjacent sections B & D. The south side is completely open, with a very short wall just below the eaves of the roof (basically a beam holding up the eave edge of the roof. The north side is a wall that is not fully supported and is very visibly sagging. There is a walkway between B and D parallel to this wall. As noted above, the framing has been compromised and needs to be further evaluated as to how to keep the north wall from sagging further.
4. Section D-
  - a. The foundation is a very shallow dry-laid stone (rubble) foundation in fair condition, with a dirt floor.
  - b. The dirt floor appeared to be quite damp.
  - c. The flooring and floor framing sits about a foot above the dirt floor and has failed in a few areas, most likely from rot due to moisture from the dirt floor.
  - d. All of the first floor interior of D appears to be the original (at least a century in age) white-washed wood in poor condition. The wood ceiling in one area is falling down. The second floor is also the original and has pieces of wood scattered about.
  - e. There is a LOT of "stuff" strewn all over this section- old doors, windows, a pile of trash can lids, pieces of various building materials, etc. It all needs to be cleared out (most into a large dumpster) in order to assess the structure and recommend steps to stabilize the building.
5. Section E-
  - a. This section appears to be much younger than the other sections. It is one story on a concrete slab. It has solid doors that were locked, so I had no access inside.
6. Section F-
  - a. has been renovated in the not too distant past
  - b. the foundation is a very shallow rubble stone foundation in fair condition, with a dirt floor.
  - c. The dirt floor appeared to be quite damp.
  - d. the floor sits higher than in Section D and appears to be in good condition
  - e. The inside walls of the first floor have all new 1x pine walls, and the space is currently being used by the Waitsfield Historical Society.
  - f. The second floor appears to be in good condition. There is an arched "beam" in the middle of the floor, parallel to the roof.

- g. The skip sheathing on the north side of the roof appears to be original and in fairly good condition. The sheathing on the south side of the roof is plywood, which has a lot of water stains on it.
- h. The roofing on this section is a newer 1½ lock standing seam in good condition.

## **INTERIOR OF MAIN BUILDING (A&B)-**

### **1. General observations-**

#### **a. Pests-**

- i. Although not an infestation, mice are a problem throughout the building. In the hallway at the top of the east stairwell, mice have chewed a hole through the baseboard on the south wall.
- ii. Cluster flies and chipmunks have been reported as problems in the second floor of Section B

#### **b. Insulation-**

- i. in walls- I have noted on previous reports that the exterior walls contain bricks in some areas and are empty in other areas. The second floor walls appear to have some loose cellulose in them.
- ii. Roof slopes 21 of Section A (Four Square)- has 7+ inches of CCSPF (Closed Cell Spray Polyurethane Foam), for about R-49+
- iii. Roof of Section B (no attic- all sloped ceilings)- there appears to be a layer of XPS (extruded polystyrene) insulation laid on top of this roof, but not sealed. The interior has some panels of Homosote installed between rafters

### **2. BASEMENT(S)- the basements of A & B are joined together**

#### **a. The stairwell to the basement(s) is in Section B.**

- i. The stairwell wraps around the elevator shaft
- ii. The exterior wall of the stairwell is insulated with ~3" of CCSPF. It does NOT have a required 15 minute thermal barrier (such as an intumescent paint).
- iii. The fire door has been blocked open just about every time that I have entered the basement over the past several years.

#### **b. The walls of the basement are dry-laid stone, which has all been insulated with ~4" of CCSPF.**

#### **c. The floor of Section B is poured concrete in good condition**

#### **d. The floor of Section A is dirt covered with a plastic vapor barrier, except in the middle (at 1e & 1f). There are several inches of pea stone on top of the plastic.**

#### **e. There is an original brick structure in the middle of the A section of basement.**

- i. It appears to sit on a very shallow stone foundation, so there is surely no vapor barrier underneath it.
- ii. The brick is in generally good condition.
- iii. The inside is spacious, with whitewashed brick walls. I have no idea of its purpose, but it is now a receptacle for junk.

- f. Next to that brick structure is the carcass of a very large and very old metal, wood-fired furnace.
  - g. There is a lot of “stuff” stored around the floor of both sections of the basement, much of it from present or prior tenants (non-profit organizations), as well as some tools and materials for maintaining the building and grounds.
  - h. In the SW corner is the main service (breaker) panel for the building, as well as all telephone and internet service entering the building. They are mounted on a plywood panel, and there are signs of water leakage coming from behind the plywood and running down the face of the CCSPF. I cannot tell if this is a periodic or a one-time leak.
  - i. In the NW corner is an old, open and abandoned concrete cistern. Above that is a shelf that was installed which supports a dehumidifier that drains to an open and abandoned (?) cast iron drain pipe that exits the foundation there. I could not see what the settings on it were.
  - j. Also in the NW corner is where the public water supply pipe enters the building, near the bottom of the foundation.
  - k. In the SE corner is a site-built plywood door to the bulkhead entry.
  - l. In the SW corner of the boiler room (basement of B) is a Nortel Meridian ISDN phone control system (Norstar-PLUS Compact ICS). This is a phone system that dates back to the 1980s. Is it still being used? (it is plugged into an outlet)
3. HEATING SYSTEM- is comprised of a direct-vent Weil-McLain Ultra 155 condensing propane boiler, supplying hot water to 2 different Fan Coil Units (FCU) for 1<sup>st</sup> and 2<sup>nd</sup> floors, a Modine fan convector for basement and an indirect water heater
- a. installed by Brad Belknap in 2011; it does not appear to have been serviced in some time, if ever
  - b. Temperature sensor in exhaust is corroded and falling out
  - c. There is NO pH neutralizer for the condensate. The condensate drains to a condensate pump which pumps it through clear plastic tubing. The end of that tubing is sealed into the CCSPF on the south foundation wall, so I cannot tell where it drains to.
  - d. There are a lot of mouse droppings on top of the inside portion of the boiler
  - e. The duct work has a lot of visible leaks (including in attic)
  - f. There are several zone valves in the ductwork that are not wired or are visibly not functional (including basement and attic)
  - g. The controls
    - i. are a hodge-podge of various controls and relays making it difficult to troubleshoot problems
    - ii. reports of thermostats not operating heat in the area they are located (miswired?)
    - iii. a switch labeled “fan coils” is labeled as “summer” and “winter” for the two positions
  - h. Reports that some thermostats don’t seem to heat the areas around them.

4. Section A- First floor
  - a. With a few minor exceptions, the plank wood flooring is in generally good condition
  - b. NE area- Signs of some water leakage (toilet is above)
  - c. Meeting Room (SW corner)- very notable cracks and bulges in plaster-lath wall and ceiling at west wall and north wall, as well as hairline cracks across ceiling. These are related to similar plaster-lath cracks and bulges in the room above (see Second floor below)
5. Section A- Second floor
  - a. The wood plank flooring is in generally fair-good condition, with an occasional area wanting to be refinished and some areas worn down more than others.
  - b. The floor in the SE room (FMR office) and the hall outside of it have a notable slope down, from east to west
  - c. There are cracks in the plaster-lath walls in several areas, including the bathroom, hallway, above door to SW room (MRVPD office), at wall ceiling joint in SE room (FMR office), and the same for the NE room (FMR Lab), as well as hairline cracks in middle of ceiling; Very notable cracks at top of west wall in SW room (MRVPD office), apparently from too heavy a load on floor from heavy filing cabinets, bookcases and such. These cracks were first reported about 7-8 years ago by Charlie Hosford.
  - d. A hole in the ceiling in the SW room was not patched properly
  - e. Doors to storage closets in hall leading to attic stairwell-
    - i. Paint is peeling on doors
    - ii. Wooden turn-latches are worn and barely holding doors closed
  - f. The toilet in the half-bath appears to be leaking slightly
  - g. The floor of the half-bath is painted and in some spots the paint is worn off
  - h. NE room (Lab for FMR)-
    - i. door deadbolt is very hard to close
    - ii. Delta two-handle faucet drips
    - iii. Carpeted floor is uneven
6. Section B- First floor
  - a. The south wood double -hung window is in fair condition and is in need of painting.
  - b. The interior of the entry door is in need of paint and patching of cracks
  - c. The key that is labeled for the Fire Alarm Communicator Panel is the wrong key and apparently there is no key for the panel.
  - d. The motion sensor for the lights in the Men's room does not work and the cover plate is missing.
  - e. The bath fans are VERY noisy.
  - f. Seats are loose on toilets
7. Section B- Second floor
  - a. 3 ceiling lights are installed at the top of the stairs, which is now a waiting area for the adjacent office
  - b. They are close together and not all needed
  - c. Reported that the bulbs burn out frequently

- d. Reported that heat is very uneven (because thermostat controlling ducting in this area is in another area, and there is no insulation in this area)
8. Attic- Several hardwired alarms on the ceiling have all been disconnected

| General Waite House- list of repairs and estimated costs- 12/31/2020 |                         |                  |  |                   |   |
|--|-------------------------|------------------|--|-------------------|---|
| AREA   | CATEGORY                | PRI<br>ORI<br>TY | DESCRIPTION  | ESTIMATED<br>COST | ADDITIONAL COMMENTS   |
| Grounds  | trees & bushes          | 1                | cut back overhanging tree branches and crowding bushes   | \$ 300            |   |
| Exterior of all buildings  | painting & rot repair   | 1                | Repair rot in siding, as noted; Scrape/prime/paint exterior, as noted and needed- primarily on south sides   | \$ 30,000         | Although not required by law, Lead Safe Work Practices (LSWP) should be required, due to proximity to elementary school |
| A, B, D, F   | painting                | 1                | Scrape/prime/paint interior and exterior sills and jambs of all windows (except basement) - after pulling sashes   | \$ 3,000          | 24 double-hung windows in A & B<br>14 various windows in all other sections   |
| A, B, D, F   | painting & glass repair | 1                | pull sashes and refurbish- plane down sides if too tight; replace broken panes of glass; re-glaze as needed; scrape/prime/paint; FOR A & B ONLY- install wxstrip and sash (or side sash) locks when reinstalling | \$ 10,000         | 24 double-hung windows in A & B<br>14 various windows in all other sections   |
| A- exterior  | repair & paint          | 1                | pull shutters and refurbish and paint  | \$ 2,500          | 20 pairs, all on section A; south facing ones are in fair to poor condition; others are in fair to good condition       |
| A,B,C,D  | Roofing                 | 1                | treat cedar roofing with a moss killer   | \$ 200            | will extend the life of the roofs   |
| C,D,E,F  | exterminator            | 1                | hire an exterminator to get rid of Powder Post Beetles in C,D,E,F  | \$ 500            |   |
| A & B  | Phone/ Wifi             | 1                | Have WCVT determine if they can remove, or at least unplug/disconnect the Nortel equipment in Boiler room; have them determine what it would take to get internet & telephone service to east end of 2nd floor   | \$ -              |   |

|         |                      |   |   |    |       |   |
|---------|----------------------|---|---|----|-------|---|
| A & B   | Heating              | 1 | Replace exhaust temperature sensor;<br>Have boiler cleaned and serviced;  | \$ | 400   |   |
| A       | repair               | 1 | door to FMR Lab- R/R door/deadbolt to<br>make it easy to lock the door  | \$ | 100   |   |
| A       | Plumbing             | 1 | Up toilet room- Fix leak in toilet, or better<br>yet, replace toilet with a low-flow toilet   | \$ | 400   |   |
| B       | Lighting             | 1 | Mens public toilet- replace motion sensor<br>switch and faceplate   | \$ | 150   |   |
| Chimney | masonry              | 2 | R/R flashing; clean off moss; seal off the<br>top   | \$ | 200   | the flue should be sealed off<br>below the roofline, or else warm<br>air from the building will rise up<br>the flue and condense on the cold<br>exposed section of chimney            |
| A & B   | Heating              | 2 | Fan Coil Units (FCUs)- have them<br>cleaned and replace filters   | \$ | 600   | are filters even accessible to<br>change?   |
| A & B   | Heating              | 2 | Have heating controls mapped out- locate<br>each FCU, thermostat and zone valve and<br>trace wires  | \$ | 600   | ring out cables to determine<br>where they connect in the boiler<br>room and determine how many<br>conductors on each cable   |
| A & B   | Heating              | 2 | Assess and reconfigure heating system<br>controls- Zone valves- are all of those<br>zones worth having? If so, replace broken<br>zone valves; If not, remove them; Replace<br>all of the separate controls in boiler room<br>(relays and transformers) with one<br>comprehensive controller | \$ | 1,500 | adding zones to a FCU<br>decreases efficiency of the<br>heating system, which likely does<br>not outweigh any savings from<br>zoning; See EWCcontrols.com<br>or Taco.com for controls |
| A       | Structure<br>support | 2 | Assess structure of A and possible<br>defects related to cracks in plaster lath<br>walls and ceilings   | \$ | 400   |   |

|                   |                   |   |   |           |   |
|-------------------|-------------------|---|---|-----------|---|
| Grounds           | trees & bushes    | 3 | consider removing two trees on south side of B and F before their roots do more damage to foundations.  | \$ 1,000  |   |
| B, C, D - roofing | Roofing           | 3 | replace cedar shake roofing on these roofs  | \$ 15,000 | with moss treatment, these roofs could last several more years; for B- add several inches of rigid insulation before installing new roofing |
| B- roofing        | insulation        | 3 | install a minimum of 4" of Dow Tuf-R rigid insulation and air seal at roof, before installing new roofing   | \$ 15,000 |   |
| Exterior of A     | repair            | 3 | R/R storm door on north side of B   | \$ 200    | could use a screen door brace (threaded rod)  |
| C- north wall     | Structure support | 3 | North wall of C- install either proper supports or a properly sized beam under the wall to support it   | \$ 800    | presently the wall is only supported by the adjoining B and D walls   |
| Interior of D     | clean out         | 3 | clean out all of the "stuff" in there   | \$ 900    | be careful of lead paint and electrical wiring that may be live (such as Knob & Tube wiring)  |
| Interior of D     | Structure support | 3 | D- after the interior is cleaned out, expose more of the supports under the floor and assess for rot and structural integrity; create a plan for improvements of structural integrity | \$ 300    |   |
| A- interior       | Painting          | 3 | Interior- at several doors to start, as needed- scrape/prime/paint  | \$ 2,000  |   |
| B                 | ventilation       | 3 | Both public toilets- replace noisy bath fans  | \$ 300    | to replace just the fan & motor in each   |
| A & B             | Fire alarm        | 3 | Find a key to alarm panel in entry to B; find out why all sensors in attic have been removed  | \$ -      |   |
| D                 | Structure support | 3 | Assess structure of D and R/R as needed   | \$ 400    |   |



|               |           |   |   |           |  |
|---------------|-----------|---|---|-----------|--|
| Exterior of A | repair    | 4 | Remove exterior vent of ductwork and seal off Seal off the two basement windows   | \$ 200    | exterior vent is on north side of A, at ground level   |
| A & B         | Heating   | 4 | clean & seal ductwork   | \$ 4,000  | both can be done by VentTec.com  |
| B             | Lighting  | 4 | at top of B stairs- remove extra light fixtures; investigate why bulbs don't last long  | \$ 50     | could be that bulbs are not rated for enclosed fixtures  |
| Interior of A | clean out | 5 | Basement- clean out- have present and previous tenants cull their "stuff" and better organize what is left; remove the remains of the old furnace and any remaining junk; install a plastic vapor barrier where there was none (such as at old furnace) | \$ 500    | assumes present and former tenants will clean up their stuff with no labor cost, but having a dumpster available |
|               |           |   |   |           |  |
|               |           |   |   |           |  |
|               |           |   |   |           |  |
|               |           |   |   |           |  |
|               |           |   |   | \$ 91,500 |  |



## Washington County Sheriff's Department

**Marc P. Poulin, Sheriff**

10 Elm Street • P.O. Box 678  
Montpelier, VT 05601-0678  
802.223.3001 • Fax 802.828.3611

RECEIVED

MAY 18 2023

TOWN OF WAITSFIELD

May 22, 2023

To: Select Board Members  
Re: Town Patrol Contract

To the Select Board:

Enclosed is our Law Enforcement Contract for the period **July 1, 2023 – June 30, 2024**.

We have raised our rates this year to \$60.00. Our mileage rate is the federal rate at \$0.655. Please review, sign, and return one of the originals to us, and keep the other one for your records. Please make sure to fill in the contract amount in #10 on page 2.

Feel free to call if there are any questions.

Sincerely,

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

Anna Martin  
Bookkeeper  
Encl.



## Washington County Sheriff's Department

**Marc P. Poulin, Sheriff**

10 Elm Street • P.O. Box 678  
Montpelier, VT 05601-0678  
802.223.3001 • Fax 802.828.3611

### LAW ENFORCEMENT CONTRACT WASHINGTON COUNTY SHERIFF'S DEPARTMENT AND THE TOWN OF **WAITSFIELD**, VERMONT

The following agreement is between the Washington County Sheriff's Department and the Town of Waitsfield for the period July 1, 2023 thru June 30, 2024.

Contract conditions include, but are not limited to: furnishing patrols, answering complaints, investigating, apprehending, and preparing for prosecution and final disposition of any motor vehicle violations or criminal laws.

For the purpose of this agreement; "Department" will mean the Washington County Sheriff's Department and "Town" will mean the Town of Waitsfield.

1. The Department will furnish fully-trained Deputy Sheriffs for the purpose of helping to satisfy law enforcement needs within the Town.
2. The fee shall be \$60.00 per hour and will cover all related expenses for the hourly wage of the Deputy including workman's compensation insurance, unemployment, false arrest insurance, forms, supervision and in-service training. Further, the Department shall charge the above hourly rate for patrols, investigation and all Court related proceedings such as conferences with the prosecutor, depositions, attendance at hearings and trials. Overtime and holiday rate will be invoiced at \$90.00 per hour. Mileage will be charged at a rate of \$0.655 per mile when patrol vehicles from the Department are used. This rate is the federal rate and is subject to change.

In the event that any special or extra equipment and/or benefits are needed for the Town, or the federal rate changes an additional and separate agreement will be entered into by the Department and the Town.

3. The Department will furnish an invoice twice a month, which will state the number of Deputy hours worked and vehicle miles driven.
4. The Town agrees to promptly pay said invoice after their first Trustee/Selectmen's meeting for the purpose of approving invoices. **Invoices with a balance due for greater than 45 days will be charged interest of 1.5%/month (18% per annum) on the entire balance due.**
5. Expenses will be incurred by the Town for special equipment, as needed and agreed to by the Town for fulfillment of the duties of the Department.



6. The Department will assist other agencies in an emergency in close proximity and will request assistance if needed.
7. The Town agrees to furnish the Department with copies of all legal ordinances of the Town and make every effort to keep them current and consistent with Vermont laws.
8. The Town will furnish all signs advising of ordinances.
9. The Town will furnish the Department with any and all legal counsel or advice concerning their Town ordinances after consultation with the Town.
10. The Department agrees to furnish Deputies for \_\_\_\_\_ hours per week on a regular basis. The hours worked per week will be determined according to contract length and contract amount of \$ 31,200.
11. The Department will furnish extra personnel for emergencies and problems that arise in the Town without being requested and actual costs for said personnel will be billed to the Town.
12. Excluding any equipment already in use which was purchased by the Town, the Department will furnish all other necessary equipment to perform the law enforcement functions, i.e.: radar, portable radios, breath testing equipment, forms, etc.
13. The Town agrees that any personnel or policy problems will be discussed with the Sheriff or his designee and not Deputies on patrol.
14. The Town will contact the Sheriff and/or his designee if they wish a change or special emphasis made to satisfy law enforcement needs.
15. The Town will designate one of the Board members or administration officers to be a liaison with the Sheriff's office.
16. The Department shall remain in control of all discretionary police practices, such as forwarding criminal offenses to the prosecutor and follow-up of evidence of criminal activity.
17. The parties shall decide, in consultation with each other, what particular police activities should be regularly or specifically conducted.
18. Should any disputes arise under this agreement regarding the quality of or manner in which police protection is being provided, the parties shall, after written notice, review this contract to specifically delineate the service to be provided and if agreement cannot be reached, the contract shall terminate.

- 19. This agreement may be terminated by either party, after thirty (30) days notice to the other in writing. However, the Town shall remain responsible for payment to the Department at the hourly rate specified above, for all then pending prosecutions as per paragraph #2.
- 20. Pursuant to Title 24 VSA Section 291 (a), the Sheriff of the Department, as administrator of the contract, shall be entitled to compensation at a rate not to exceed 5% of the total contract value. This administrative fee does not increase the total cost of this agreement.

\_\_\_\_\_  
Marc Poulin, Sheriff

\_\_\_\_\_  
Date

Select board:

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

\_\_\_\_\_  
Date

May 31, 2023

Dear Waitsfield Select Board,

I am writing on behalf of the Spring Hill School Board to request that the Waitsfield Select Board considering granting a waiver for the required permit fee associated with the new climbing structure we plan to build this summer. JB Weir estimated the permit would be about \$500. You generously granted us \$4500 of Town ARPA funds which is what is making the purchase of materials to build new climbing structure possible. The actual labor will be done by volunteers.

Thanks for your consideration.

If you have any questions regarding Spring Hill School's request to waive this permit I will be happy to answer them.

Sincerely,  
Laura Brines  
Spring Hill School Board Member



# TOWN OF WAITSFIELD

## MEMORANDUM

To: Owners of Unlicensed Dogs

From: Waitsfield Town Clerk

Date: June 6, 2023

Re: 2023 Dog Licenses

**The Selectboard has voted to levy a penalty of \$25.00 on all owners of dogs not re-licensed for the current year in accordance with the Town Dog Ordinance.** License renewals were due April 3<sup>rd</sup>.

Owners of previously-licensed dogs licensed were sent a letter in early 2023 with instructions on how to register by mail or in person. The letter also mentioned Vermont license requirements and the April 3<sup>rd</sup> deadline. Follow-up postcards were mailed in April to dog owners who missed the statutory deadline. You are on the Town's list of owners who did not renew a license and have not contacted the Town Clerk's Office that you no longer have a dog.

**The Selectboard's penalty of \$25 must be paid in order to obtain a license.** Licenses may be purchased at the Town Clerk's Office between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday, and 8:00 a.m. and 1:00 on Friday. After April 3<sup>rd</sup>, license fees are \$11 for neutered/spayed dogs and \$17 for unneutered/unspayed dogs **in addition to the \$25 penalty**, per State law. You must also provide a valid rabies vaccination certificate to obtain a license.

The Selectboard may consider further action including a fine of up to \$500 in accordance with Vermont statute (Title 20 V.S.A. § 3550) and will revisit the list of unlicensed dogs in June to consider such penalties. Rabies is a serious public health matter, and the Selectboard takes its responsibilities in enforcing state licensing laws very seriously.

**If there is reason your dog should not be registered in Waitsfield, please call the Town Office at 802-496-2218. Your call will be appreciated and will avoid further unnecessary contact from us.**

cc: Fred Messer, Animal Control Officer

**Waitsfield Water Commission**

To: Waitsfield Selectboard  
From: Robin Morris - Water Commission Chair  
CC: Town Administrator  
Date: June 1<sup>st</sup> 2023  
Re: **Water Commission assessment of viability for increasing well yield.**

---

The Water Commission is assessing whether it can increase the permitted well yield of Well R-1, which is the sole source of supply of the Waitsfield Community Water System. The current permitted well yield is 186 gpd.

In 2007 Pioneer Environmental Services, now part of VHB, conducted the original yield testing and permitting of the well which had a “standalone” yield of 269 gpm. To seek a new or amended Source Permit that would allow increased use of water from Well R-1, VHB proposes to conduct a limited study to confirm the “stand-alone” yield that was presented in our March 22, 2007 “Source Evaluation Report for Well R-1.” VHB scope is to first complete a desktop review and coordination with DWGPD\*. If the results of these tasks are favorable, VHB would move forward with a Source Testing Application, following approval of an amended scope of services by the Water Commission.

At the Water Commission Meeting on May 18<sup>th</sup>, 2023, the Water Commission unanimously approved hiring VHB at their quoted cost of \$4,000 to provide the initial desktop review and coordination with DWGPD to assess whether there are any new conditions that may necessitate retesting of Well R-1.

In accordance with the Town’s procurement policy, this is classed as a regular purchase. If the results of VHB’s work are favorable and the Water Commission wish to proceed with the Source Testing Application to DWGPD ,the Water Commission will seek approval from the Selectboard.

The Town Administrator and Treasurer will review and execute the contract with VHB.

\*DWGPD - Vermont Drinking Water and Ground Water Division



# Local Emergency Management Plan

## Table of Contents

### Sections

1. Emergency Management Planners
2. Municipal Emergency Operations Center(EOC)
3. Resources
4. Public Information and Warning
5. Vulnerable Populations
6. Shelters
7. Individual Contact Information

### List of Annexes

|         |  |
|---------|--|
| Annex A | Incident Command System Organizational Chart                   |
| Annex B | Red Cross Shelter Agreement                                    |
| Annex C | RC Inventory Emergency Shelter Supply                          |
| Annex D | Animal Resources During an Emergency                           |
| Annex E | Down Street/Evergreen EOP                                      |
| Annex F | Community Water System Response Plan <i>(adoption pending)</i> |
| Annex G | Resolution to adopt NIMS                                       |
| Annex H | CVRPC Appointment Orders                                       |

### 1. Emergency Management (EM) planners

|  |  |
|--|--|
| <i>These are the people who wrote and/or maintain this plan.</i> |  |
| Fred Messer, EMD   |  |
| Clare Iseland- EMC   |  |
| Anne Decker-Dell'isola Town Administrator                        |  |

### 2. Municipal Emergency Operations Center (EOC)

|   |   |
|---|---|
| <i>The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.</i> |   |
| <b>Who, by position, can activate the EOC?</b>  |   |
| Select Board member, Town Administrator or Emergency Manager (EMD or EMC)   |   |
| <b><i>Preferred EOC Positions and Duties</i></b>  |   |
| EOC Director  | Supervises and directs all EOC activities coordinating municipal support and response |

|                                    |  |
|------------------------------------|--|
|                                    | Staffs phones and radio  |
|                                    | Tracks and answers any Requests For Information (RFI)  |
|                                    | Tracks and coordinates any Requests For Support (RFS)  |
|                                    | Produces and posts public information and press releases   |
|                                    |  |
|                                    |  |
|                                    |  |
| <b>Potential EOC Staff Members</b> |  |
| <i>Name</i>                        | <i>Notes / Contact Information</i>   |
|                                    |  |
|                                    |  |
|                                    | <b>See current Waitsfield ICS Chart for positions</b>  |
|                                    |  |
|                                    |  |
|                                    |  |
|                                    |  |
|                                    |  |
| <b>Primary EOC Location</b>        |  |
| Facility / Address:                | Waitsfield Town Office, 4144 Main St., Waitsfield  |
| Phone Numbers:                     | 802-496-2218   |
| Equipment/Notes:                   | Initially, the EOC may be conducted virtually via Zoom at the discretion of the EMD/EMC, Town Administrator, or Select Board member. Thus allowing EOC staff and Select Board members to coordinate activities from their private residences or other geographically dispersed locations. EMD/EMC will coordinate with Town Administrator so as either can host the Zoom meeting. Participation will be controlled by the Zoom host and limited to individuals identified on the ICS chart attached to this document, plus Select Board members, plus Waitsfield Select Board members. |
| <b>Alternate EOC Location</b>      |  |
| Facility / Address:                | Mad River Valley Ambulance Service, 4177 Main St., Waitsfield  |
| Phone Numbers:                     | 802-496-8888 Office 802-496-4440   |
| Equipment/Notes:                   |  |

### 3. Resources

|   |  |
|---|--|
| <b>Use municipal resources, mutual aid agreements, and local purchases first to get resources for response as needed and available.</b> |  |
| Purchasing agents for emergencies:<br>IC or designee, Town Administrator or designee  |  |
| Emergency spending limits:<br>Up to \$100,000.00 *  | * with agreement of 2 Select Board members |
| <b>Businesses with Standing Municipal Contracts</b>   |  |

| <i>Type of Contract</i>  | <i>Name</i>                                   | <i>Contact Info</i>                          |
|--|---|--|
| Water system operators   | Simon Operation Services<br>(Nate Fredericks) | (802) 741-2411<br>(emergency only #)         |
| Winter salt  | Barrett Trucking (Cargill)                    | (802) 863-1311                               |
| Winter salt  | DuBois/Newton (American<br>Rock Salt)         | (802) 223-5288                               |
| Power  | Green Mountain Power                          | 1-888-835-4672                               |
| Telecom  | Waitsfield Telecom                            | (802) 496-3391<br>1-800-496-3391             |
| Propane  | Wards Energy<br>Brian Jenkins (802)825-6051   | 800-633-8253<br>(802) 496-6023 Office<br>Hrs |
| Generator maintenance/repair   | Brookfield                                    | 1-866-768-3797                               |
| <b>Other Local Resources</b>   |   |  |
| <i>Type of Resources/Skills</i>  | <i>Name</i>                                   | <i>Contact Info</i>                          |
| Veterinary/Pet Boarding  | Valley Animal Hospital                        | (802) 496-3006                               |
| Tree Services  | Whitney Tree Service                          | 802-496-9975                                 |
| Excavating   | Kingsbury Construction                        | 802-496-2205                                 |
| Community fund (various, services and funding)   | Mad River Community Fund                      | (802) 496-3638                               |
|  |   |  |
| <p>State support that is usually at no cost to the municipality:</p> <ul style="list-style-type: none"> <li>• Vermont Hazardous Material (HAZMAT) Response Team (VHMRT)</li> <li>• Vermont Urban Search and Rescue (USAR, VT-TF1)</li> <li>• Vermont State Police and Special Teams</li> <li>• Community Emergency Response Teams (CERTs)</li> <li>• Swiftwater Rescue Teams</li> <li>• Regional Shelter Support</li> <li>• State government agency expertise / services</li> <li>• Federal response agency expertise</li> </ul> <p>State support the municipality will normally eventually have to pay for:</p> <ul style="list-style-type: none"> <li>• Supplies and equipment (including sandbags)</li> <li>• VTrans Equipment and Personnel</li> <li>• Vermont National Guard Support</li> </ul> <p><i>The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.</i></p> |   |  |

| <b>National Incident Management System (NIMS) Typed Resources*</b> |   |    |     |     |       |   |   |    |     |    |       |
|--|---|----|-----|-----|-------|---|---|----|-----|----|-------|
| Type   | I | II | III | IV  | Other | Type  | I | II | III | IV | Other |
| Critical Incident Stress Management Team                           |   |    |     | N/A |       | Hydraulic Excavator, Large Mass Excavation  |   |    |     |    | N/A   |
| Mobile Communications Center                                       |   |    |     |     |       | Hydraulic Excavator, Medium Mass Excavation |   |    |     |    |       |
| Mobile Communications Unit   |   |    | N/A | N/A |       | Hydraulic Excavator, Compact                |   |    |     |    |       |

|   |     |     |     |     |   |  |     |     |     |     |
|---|-----|-----|-----|-----|---|--|-----|-----|-----|-----|
| All-Terrain Vehicles                                    | N/A | N/A | N/A | N/A | Road Sweeper  |  |     |     |     |     |
| Marine Vessels  | N/A | N/A | N/A | N/A | Snow Blower, Loader Mounted                         |  |     |     |     |     |
| Snowmobile  | N/A | N/A | N/A | N/A | Track Dozer   |  |     |     |     |     |
| Public Safety Dive Team                                 |     |     |     |     | Track Loader  |  |     |     |     |     |
| SWAT/Tactical Team                                      |     |     |     |     | Trailer, Equipment Tag-Trailer                      |  |     |     |     | N/A |
| Firefighting Brush Patrol Engine                        | N/A | N/A | N/A |     | Trailer, Dump                                       |  | N/A | N/A | N/A |     |
| Fire Engine (Pumper)                                    |     |     |     |     | Trailer, Small Equipment                            |  |     | N/A | N/A |     |
| Firefighting Crew Transport                             |     |     |     | N/A | Truck, On-Road Dump                                 |  | 1   | 1   |     |     |
| Aerial Fire Truck                                       |     |     | N/A | N/A | Truck, Plow   |  |     | 1   | 1   |     |
| Foam Tender   |     |     | N/A | N/A | Truck, Sewer Flusher                                |  |     |     |     |     |
| Hand Crew   |     |     |     |     | Truck, Tractor Trailer                              |  |     |     |     | N/A |
| HAZMAT Entry Team                                       |     |     |     | N/A | Water Pumps, De-Watering                            |  |     |     |     |     |
| Engine Strike Team                                      |     |     |     |     | Water Pumps, Drinking Water Supply - Auxiliary Pump |  |     |     |     |     |
| Water Tender (Tanker)                                   |     |     |     | N/A | Water Pumps, Water Distribution                     |  |     |     |     |     |
| Fire Boat   |     |     |     | N/A | Water Pumps, Wastewater                             |  |     |     |     |     |
| Aerial Lift - Articulating Boom                         |     |     |     |     | Water Truck   |  | N/A | N/A | N/A |     |
| Aerial Lift - Self Propelled, Scissor, Rough Terrain    |     |     |     |     | Wheel Dozer   |  |     | N/A | N/A |     |
| Aerial Lift - Telescopic Boom                           |     |     |     |     | Wheel Loader Backhoe                                |  |     | 1   |     |     |
| Aerial Lift - Truck Mounted                             |     |     |     |     | Wheel Loader, Large                                 |  |     |     |     |     |
| Air Compressor  |     |     |     |     | Wheel Loader, Medium                                |  |     |     |     |     |
| Concrete Cutter/Multi-Processor for Hydraulic Excavator |     |     |     |     | Wheel Loader, Small                                 |  |     |     | N/A | 1   |
| Electronic Boards, Arrow                                |     |     |     |     | Wheel Loader, Skid Steer                            |  |     |     | N/A |     |
| Electronic Boards, Variable Message Signs               |     |     |     |     | Wheel Loader, Telescopic Handler                    |  |     |     |     |     |
| Floodlights   |     |     |     | N/A | Wood Chipper  |  | N/A | N/A | N/A |     |
| Generator   |     |     |     |     | Wood Tub Grinder                                    |  |     |     |     |     |
| Grader  |     | 1   |     | N/A |   |  |     |     |     |     |

\*Information about the NIMS Typed resources can be found at: <https://rtlt.preptoolkit.fema.gov>

#### 4. Public Information and Warning

*During a significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.*

|   |  |
|---|--|
| VT-Alert message - State:<br>Other VT-Alert managers: | Vermont Emergency Management: 800-347-0488 |
|---|--|

|                            |  |
|----------------------------|--|
| Important Local Websites / | Town Website: <a href="http://www.waitsfieldvt.us">www.waitsfieldvt.us</a> |
|----------------------------|--|

|  |  |
|--|--|
| Social Media channels:   | Town Facebook:<br><a href="https://www.facebook.com/Town.of.Waitsfield">https://www.facebook.com/Town.of.Waitsfield</a>                          |
| Local Newspaper, Radio, TV:  | Valley Reporter Facebook (social media)<br>Lisa Loomis: (802) 496-3928<br>WMRW (community radio): (802) 496-4951<br>WDEV (radio): (802) 244-7321 |
| Public Notice locations:   | Waitsfield Town Offices<br>Village Grocery bulletin board<br>Post Office bulletin board<br>Front Porch Forum                                     |
| <i>Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.</i> |  |
| To provide information for 2-1-1   | Dial 211 or (802) 652-4636   |

## 5. Vulnerable Populations

*If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes.*

| <i>Name / Notes</i>  | <i>Contact Info</i>          |
|--|------------------------------|
| <b>CARE (Citizen Assistance Registration for Emergencies)</b>  | (Supporting PSAP)            |
| Evergreen Place, 5308 Main St. (Senior Housing) EOP attached   | Downstreet *<br>802-476-4493 |
| Verdmont Park, Verdmont Rd. (Mobile Home Par(k) Off Tremblay Rd.   | Downstreet *<br>802-476-4493 |
| Mad River Meadows, 144 Butcher House Dr. (Senior and Disability Housing)   | Downstreet *<br>802-476-4493 |
| Spring Hill School, 63 Spring Hill Rd. (School)  | 802-496-2139                 |
| Waitsfield Children's Center, Rte. 100, Founder's Hall   | 802-496-3372                 |
| Neck of the Woods, 1673 Main St.   | 802 – 496 – 6698             |
| *NOTE: Downstreet manages the first three properties. The above number is the weekday office number. After Hours, call 802-229-6563. This number is for Always Answering dispatch. They would notify Downstreet. Refer to Evergreen EOP for more specific information that generally applies to all Downstreet properties. |                              |

## 6. Shelters

*During some emergencies, the EOC will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.*

### **Spontaneous Sheltering**



|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Determine the approximate number of people who need sheltering</li> <li>• Call the State EOC / Watch Officer at 800-347-0488 and request support</li> <li>• Track the status of residents who need shelter until their situation stabilizes</li> </ul> |   |
| <b>Regional Shelter</b>   |   |
| Location / Address:   | Barre Auditorium, Barre, VT   |
| Opening Contact:  | State EOC, 800-347-0488; American Red Cross, 802-660-9130   |
| Phone Numbers:  |   |
| <b>Primary Local Shelter</b>  |   |
| Location / Address:   | Waitsfield Elementary School, 3951 Main St., Waitsfield, VT   |
| Facility Contact(s):  | Kaiya Korb, WES Principal   |
| Phone Numbers:  | 802-496-3643  |
| Shelter Manager:  | Vacant  |
| Staff Requirements:   | Red Cross Shelter Management Training   |
| Services:   | Warm/Cool Overnight Food Prep Showers Healthcare  |
| Notes:  | Verbal MOU Last coordination visit: 09/2022.  |
|   | Capacity: Generator? <u>Y</u> / <u>N</u> Pets Allowed? <u>Y</u> / <u>N</u>  |
| <b>Alternate Local Shelter</b>  |   |
| Location / Address:   | None  |
| Facility Contact(s):  |   |
| Phone Numbers:  |   |
| Shelter Manager:  |   |
| Staff Requirements:   |   |
| Services:   | Warm/Cool Overnight Food Prep Showers Healthcare  |
| Notes:  | Capacity: Generator? <u>Y</u> Pets to be boarded at Mad River Property Management 4036 Main St. which is located across Rt. 100 from the RC shelter. (See PET annex.) |

|  |  |
|--|--|
| Food Catering: Village Grocery, Troy Kingsbury, EOC & RC Shelter |  |
| 496-4477, 371-9974, 496-2205 (Day or Night)(Soup/Sandwich)       |  |
|  |  |
|  |  |
|  |  |

See the Vermont Emergency Management (VEM) web site at <http://vem.vermont.gov> for samples and examples of annexes, such as: forms; delegations of authority; debris plans; incident-specific plans, checklists, and matrices; animal disaster references; etc.

| Position                                    | Name  | Section 7<br>Phone numbers - indicate<br>Mobile, Home, Work |   |                         | E-mail   |
|---|---|---|---|-------------------------|--|
|   |   | Primary   | Alternate                                   | Alternate               |  |
| <b>Local Emergency Management Team</b>      |   |   |   |                         |  |
| EM Director                                 | Fred Messer   | 802-793-2238  |   |                         | <a href="mailto:fmesser@madriver.com">fmesser@madriver.com</a>   |
| EM Coordinator                              | Clare Iseland   | 314-814-9592  |   |                         | <a href="mailto:choldinghaus@gmail.com">choldinghaus@gmail.com</a>   |
| <b>Local Response Organization Contacts</b> |   |   |   |                         |  |
| Fire Chief                                  | Merrill "Trip" Johnson  | 802-793-2784  |   |                         | <a href="mailto:wffdir@outlook.com">wffdir@outlook.com</a>   |
| Assistant/Deputy Fire Chief                 | Paul Hartshorn  | 802-496-3471  | None  |                         | None   |
| President MRVAS                             | Sheila Ware<br>Linda Lannuzzi<br>(Admin)                          | 802-371-7153  | 802-496-8888<br>496-4440<br>MRVAS<br>office |                         | <a href="mailto:sware@madriver.com">sware@madriver.com</a>   |
| Constable                                   | Jeff Campbell   | 802-249-2656  |   |                         | <a href="mailto:icampbell@warrenvt.org">icampbell@warrenvt.org</a>   |
| Vermont State Police                        | Middlesex Barracks  | 802-229-9191  |   |                         |  |
| Washington County Sheriff                   | Montpelier  | 802-223-3001  |   |                         |  |
| Local Dispatch Center                       | Capitol West  | 802-223-3445  |   |                         |  |
| <b>Local Public Works Contacts</b>          |   |   |   |                         |  |
| Road Foreman                                | Josh Rodgers  | 802-496-8897<br>shop phone                                  |   | (802)595-4896 Town Cell | <a href="mailto:foreman@gmavt.net">foreman@gmavt.net</a>   |
| Road Commissioner                           | Charles Goodman, III  |   | (802) 349-6084                              |                         | <a href="mailto:Ceg3@goodmanconstructivt.com">Ceg3@goodmanconstructivt.com</a>   |
| Town Garage                                 |   | (802) 496-8897  |   |                         |  |
| Drinking Water Utility                      | Simon Operation Services<br>Robin Morris (Water Commission chair) | (802) 741-2411<br>(802) 498-7379                            |   |                         | <a href="mailto:fredericksnathaniel@gmail.com">fredericksnathaniel@gmail.com</a><br><a href="mailto:rsmorris@cimark.com">rsmorris@cimark.com</a> |
| Fire Warden                                 | Jared Young   | 802 – 917 – 4856  |   |                         | <a href="mailto:Young737@outlook.com">Young737@outlook.com</a>   |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |
|   |   |   |   |                         |  |

| Position   | Name   | Section 7<br>Phone numbers - indicate<br>Mobile, Home, Work |                       |           | E-mail   |
|--|--|---|-----------------------|-----------|--|
|  |  | Primary   | Alternate             | Alternate |  |
| Town Administrator   | Annie Decker-Dell'Isola                                  | (802) 496-2218; x5  |                       |           | <a href="mailto:townadmin@gmavt.net">townadmin@gmavt.net</a>             |
| Selectboard Chair  | Christine Sullivan                                       | (802) 496 – 9647  | (802)371-7553<br>Cell |           | <a href="mailto:csullivan@gmavt.net">csullivan@gmavt.net</a>             |
| Selectboard Vice Chair                                     | Brian Shupe  | (802)496-7174   | (802)498-5300         |           | <a href="mailto:bshupe@madriver.com">bshupe@madriver.com</a>             |
| Selectboard Alt  | Fred R. Messer   |   | 802-793-2238          |           | <a href="mailto:fmesser@madriver.com">fmesser@madriver.com</a>           |
| Town Clerk   | Jennifer Peterson  | (802) 496-2218; x3  | (802) 279-3214        |           | <a href="mailto:waitsfieldclerk@gmavt.net">waitsfieldclerk@gmavt.net</a> |
| Town Treasurer / Finance                                   | Randy Brttingham   | (802) 496-2218; x2  | 636-633-2800          |           | <a href="mailto:waitsfld@gmavt.net">waitsfld@gmavt.net</a>               |
| Town Health Officer  | Fred Messer  | 802-793-2238  |                       |           | <a href="mailto:fmesser@madriver.com">fmesser@madriver.com</a>           |
|  |  |   |                       |           |  |
| Dog Warden<br>Animal Control<br>Officer                    | Fred Messer  | (802)793-2238   |                       |           | <a href="mailto:fmesser@madriver.com">fmesser@madriver.com</a>           |
| School Contact #1  | Kaiya Korb, WES<br>Principal                             | (802) 496-3643  |                       |           | <a href="mailto:kkorb@huusd.org">kkorb@huusd.org</a>                     |
| School Contact #2  | Joe Robinson<br>WES Director of<br>Maintenance           | (802) 496-3643  |                       |           | <a href="mailto:jrobinson@huusd.org">jrobinson@huusd.org</a>             |
| School District Office                                     | Michelle Baker,<br>Director of Finance<br>and Operations | (802) 583-7948  |                       |           | <a href="mailto:mbaker@wwsu.org">mbaker@wwsu.org</a>                     |
| Emergency Red<br>Cross shelter<br>manager                  | Vacant   |   |                       |           |  |
| Disaster Animal<br>Shelter Manager                         | Vacant   |   |                       |           |  |
|  |  |   |                       |           |  |
| Planning and Zoning<br>Administrator, E-911<br>Coordinator | JB Weir  | (802) 496-2218; x4  |                       |           | <a href="mailto:pza@gmavt.net">pza@gmavt.net</a>                         |

### Mad River Valley EMD Contact Information

Jeff Campbell      Warren [jcampbell@warrenvt.org](mailto:jcampbell@warrenvt.org)      (802) 249-2656  
 Craig Snell      Fayston [snelldawg@hotmail.com](mailto:snelldawg@hotmail.com)      (802) 496-3677, (603) 991-9298  
 Stafan Pratt      Moretown [spratt.moretownvt@gmail.com](mailto:spratt.moretownvt@gmail.com)      (505) 505-1625  
 Fred Messer      Waitsfield [fmesser@madriver.com](mailto:fmesser@madriver.com)      (802)793-2238

Central Vermont Regional Planning Committee  
 Keith Cubbon 802-262-1-22 [cubbon@cvrgion.com](mailto:cubbon@cvrgion.com)

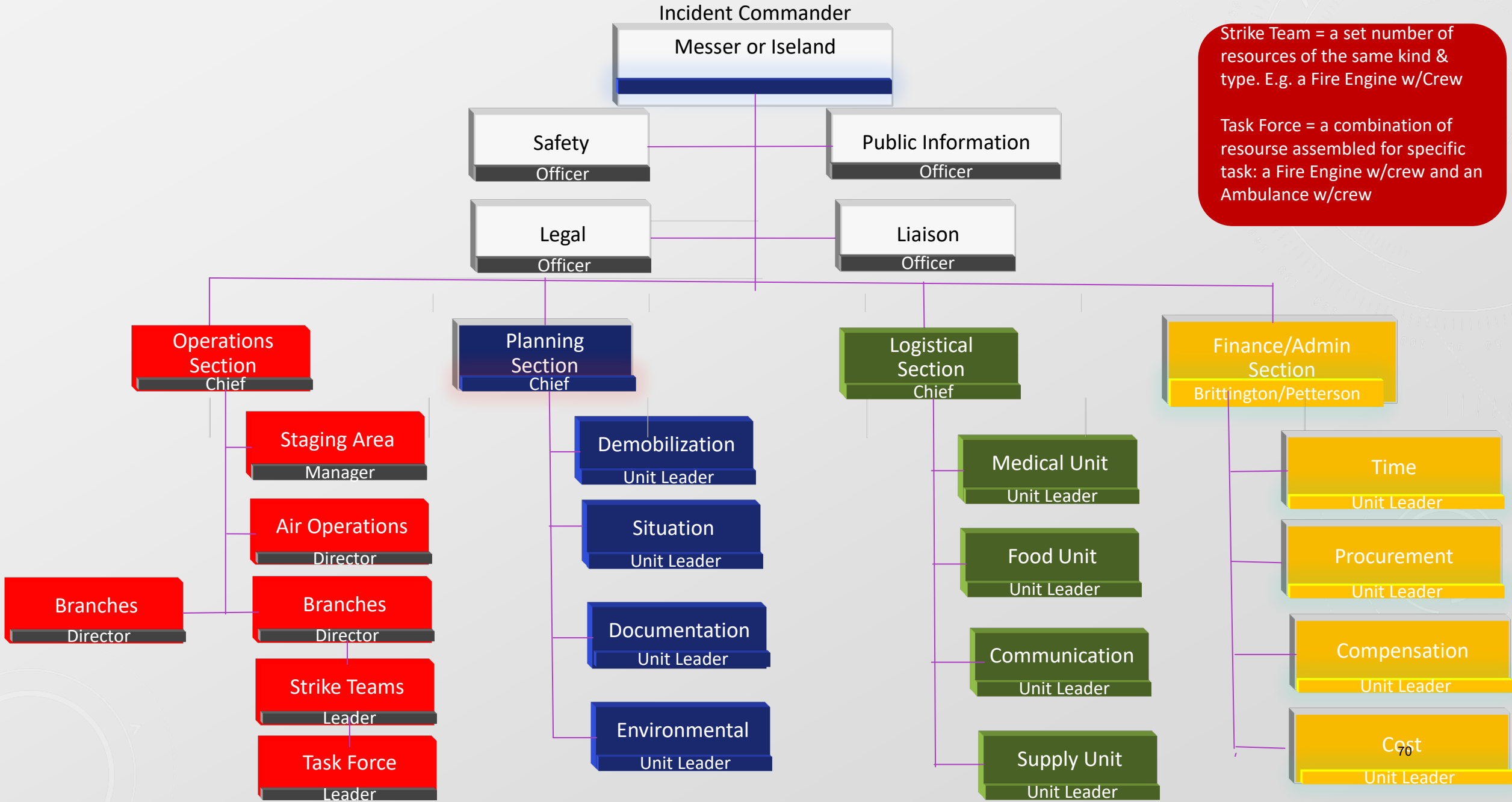
Vermont Emergency Management

VEM Contact: Harry Schoppmann III, (cell) (802)585-4509, [harry.schoppmann@vermont.gov](mailto:harry.schoppmann@vermont.gov)

VEM Front Desk: 1-800-863-4279 (ask for the “Duty Officer”)

## Annex A, ICS Organizational Chart

# INCIDENT COMMAND SYSTEM ORGANIZATION CHART



Strike Team = a set number of resources of the same kind & type. E.g. a Fire Engine w/Crew

Task Force = a combination of resource assembled for specific task: a Fire Engine w/crew and an Ambulance w/crew



Annex B, Red Cross Shelter Agreement

TBP

## Annex C

### **Red Cross Inventory Emergency Shelter Supplies**

06April2022

- 25 – folding cots, military style
- 50 – Red Cross blankets
- 02 – Red Cross Disaster Shelter signs
- 16 – Red Cross safety vest
- 02 – Portable Lantern/radio
- 01 – Flashlight, 2 D cell
- 03 – Mini flashlight, hand crank
- 01 – ARC 4213 Disaster Relief ID kit
- 13 – Paper Mate ink pens, medium
- 01 – role blue tape, 1 inch
- 01 – roll 'Scotch brand' tape, 1"
- 01 – 18 gallon plastic tub
- 01 – Clipboard, legal length
- 01 – Tablet, yellow lined paper, letter length
- 100 – paper clips

This inventory was conducted on 06 April 6, 2022. Items are stored at Winter Park, 802 Self Storage, shed #117. All items are in serviceable condition.

Fred R. Messer  
Waitsfield Emergency Management Director  
317 Meadow Road  
Waitsfield, VT 05673  
(802) 793-2238

Prepare, Respond, Recover, Mitigate

Annex D

**Animal Resources During an Emergency**

Directions

- 1) Reach out to emergency contacts. Define responsibilities and how information will be shared.
- 2) Make contact with animal shelters to learn of availability/capacity/needs.
- 3) Make contact with emergency veterinarians.

|                                     |                |               |                    |
|-------------------------------------|----------------|---------------|--------------------|
| Name of Person completing this form | Fred R. Messer | Date and Time | 04/18/2021<br>1045 |
|-------------------------------------|----------------|---------------|--------------------|

**Local Emergency Contacts**

Is there a regional Disaster Animal Response Team (DART) that serves your community? Y N

| <b>Regional DART Chair</b>                           |                       |                                 |
|--|-----------------------|---------------------------------|
| <b>Name</b>  | <b>Contact Number</b> | <b>Secondary contact number</b> |
| Lisa Lemieux   | 802-363-0919          |                                 |
| <b>Local Animal Shelter Manager</b>                  |                       |                                 |
| <b>Name</b>  | <b>Contact Number</b> | <b>Secondary contact number</b> |
| Vacant   |                       |                                 |
| <b>Local Emergency Vet contact</b>                   |                       |                                 |
| <b>Name</b>  | <b>Contact Number</b> | <b>Secondary contact number</b> |
| Valley Animal Hospital                               | (802) 496 – 3006      | None                            |
|  |                       |                                 |
| <b>Local Animal Control Officer</b>                  |                       |                                 |
| <b>Name</b>  | <b>Contact Number</b> | <b>Secondary contact number</b> |
| Fred R. Messer                                       | 802-793-2238          |                                 |
| Waitsfield Emergency Animal Shelter Manager – vacant |                       |                                 |

**Animal Shelter Locations (including citizen volunteer kennels and barns) (extra space in notes section)**

| <b>Contact the Shelter Manager – vacant</b> |  |  |  |
|---|--|--|--|
| <b>Shelter Name</b>                         | <b>Physical Address/Shelter Location</b>   | <b>Shelter Phone # and Name of Contact</b> | <b>Type and Capacity that can be housed</b>  |
| Waitsfield emergency animal shelter         | Mad River Property Management<br>4036 Main St., Waitsfield<br>(across the street from the RC Emergency Shelter, WES)<br>POC Ed Reed 802-279-5016 | 802-496-5555                               | Dogs __10__<br>Cats __10__<br>Exotics/Birds ____<br>Horses ____zero__<br>Other Livestock<br>__zero__ |

|  |  |  |  |
|--|--|--|--|
|  |  |  | Dogs _____<br>Cats _____<br>Exotics/Birds _____<br>Horses _____<br>Other Livestock _____ |
|  |  |  | Dogs _____<br>Cats _____<br>Exotics/Birds _____<br>Horses _____<br>Other Livestock _____ |
|  |  |  | Dogs _____<br>Cats _____<br>Exotics/Birds _____<br>Horses _____<br>Other Livestock _____ |

**Locations of large numbers of animals and animals in high risk locations (if additional locations, add to notes section at the end)**

**High Risk Populations List (for special attention/possible evacuation during an incident)**

| Complete this information before an incident |  |                  |                     | Complete this information during an incident                 |
|--|--|------------------|---------------------|--|
| Risk<br>ation<br>e<br>farm,<br>e)            | High Risk Population Location<br>(physical location) | Point of Contact | POC Phone<br>Number | Evacuated To<br>(physical location / name / phone<br>number) |
|  | See pg. 4  |                  |                     |  |
|  |  |                  |                     |  |
|  |  |                  |                     |  |
|  |  |                  |                     |  |
|  |  |                  |                     |  |
|  |  |                  |                     |  |

**Emergency Veterinarians**

| Facility/Veterinarian Name | Physical Address/Location | Phone # | (large) |
|----------------------------|---------------------------|---------|---------|
|                            |                           |         |         |
|                            |                           |         |         |
|                            |                           |         |         |

**Individuals with Expertise in Animal Handling**

| Handler Name | Physical Address/Location | Phone # | Type(s) |
|--------------|---------------------------|---------|---------|
|              |                           |         |         |

|  |  |  |  |
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### Pet Friendly Hotels/Motels/Lodgings

| Facility Name | Address | Phone Number | V- |
|---------------|---------|--------------|----|
|               |         |              |    |
|               |         |              |    |
|               |         |              |    |

### Businesses with Animal Supplies

| Business Name | Address | Phone Number | W<br>d |
|---------------|---------|--------------|--------|
|               |         |              |        |
|               |         |              |        |
|               |         |              |        |
|               |         |              |        |

### Wildlife Rehabilitation Contacts

| Facility Name | Physical Address/Location | Phone # | Type of a<br>accept |
|---------------|---------------------------|---------|---------------------|
|               |                           |         |                     |
|               |                           |         |                     |
|               |                           |         |                     |

### State Emergency Contacts

- ❖ Vermont Division of Emergency Management and Homeland Security Watch Officer (24/7 helpline for use during an event or after hours) – 1-800-347-0488
- ❖ For assistance handling wildlife or to file a report, contact the nearest Vermont State Police dispatcher by calling 911, or contact your local Game Warden
- ❖ State Veterinarian - Dr. Kristin Haas, Vermont Agency of Agriculture, Food & Markets - Animal Health Section - 802-828-2421 or [Kristin.haas@state.vt.us](mailto:Kristin.haas@state.vt.us)
- ❖ Asst State Veterinarian - Dr. Shelley Mehlenbacher, Vermont Agency of Agriculture, Food & Markets - Animal Health Section - 802-828-2421 or [shelley.mehlenbacher@state.vt.us](mailto:shelley.mehlenbacher@state.vt.us)
- ❖ State DART Chair - Joanne Bourbeau, Northeastern Regional Director of The Humane Society of the United States - 802-368-2790 or 301-529-3378 or [info@vermontdart.org](mailto:info@vermontdart.org)

### Notes

Annex E, Downstreet/Everygreen EOP



# FINAL DRAF:J"

## Evergreen Place Emergency Plan

5308 Main Street, Route 100, Waitsfield, VT  
05673

Community partners to be contacted immediately in the event of a major emergency at Evergreen Place (5308 Main St. Route 100, Waitsfield VT 05673) causing tenants to have to be evacuated to Waitsfield Elementary School:

- Neil Smith, Downstreet Housing Property Manager: 802-477-1332 {work}; 860-287- 7371 {cell - text is best}; [nsmith@downstreet.org](mailto:nsmith@downstreet.org)
- Fred Messer, Waitsfield Emergency Management Director {EMD}: 802-793-2238 {work}; [fmesser@madriver.com](mailto:fmesser@madriver.com)
- Ray Daigle, HUUSD Facilities Operator: 802-793-2819 {cell - text is best}; 802-583- 8174 {work}; [rdaigle@huusd.org](mailto:rdaigle@huusd.org)
- Kaiya Korb, Waitsfield Elementary School Principal: [kkorb@huusd.org](mailto:kkorb@huusd.org)
- Bernie Woolums, Downstreet Housing Facilities Operator: 802-730-3371 {cell}; 802- 477-1342 (work); [bwoolums@downstreet.org](mailto:bwoolums@downstreet.org)

Scope of Usage: The Waitsfield Elementary School will be used only as a "Rally Point" and not a permanent relocation solution. This means Evergreen tenants affected and requiring relocation will be first transported to this location as a *temporary solution* while a longer term temporary housing solution is determined by Downstreet Housing (i.e. area hotels or motels, vacant Downstreet units, local friends/family of affected parties). Anticipated length of stay at the school should be no more than half of a day, or 12 hours from time of arrival. *It is implied and understood that this timeline may change depending on the severity of the emergency, weather, assistance availability, etc.*

### Protocol as follows:

- ❖ Once an Evergreen Place emergency requiring building evacuation is identified, the above parties will be first contacted. In cold or inclement weather, tenants should be outside no more than an hour while waiting for relief and transportation.

- ❖ Waitsfield EMO will have emergency access to the Waitsfield Elementary school via an electronic access card, and will go to the site to provide access to the facilities to be used (gymnasium, bathrooms, limited cafeteria use)
- ❖ Once the building access is secured, Neil Smith, Bernie Woolums and all available maintenance techs/Downstreet staff will begin transportation of affected tenants from Evergreen Place to the school using their own/company vehicles; tenants with vehicles on-site will be encouraged to use them and to assist transporting other residents within their ability to do so.
- ❖ Once at the school, there are 25 Red Cross cots and 50 blankets available to be utilized by all affected parties - these will be set up and ready for affected parties to immediately use.
- ❖ Food, snacks, and beverages may be obtained from the Village Grocery, "the VG," located at 4348 Main St., Waitsfield Village. (Across the street from the Waitsfield United Church of Christ, the big white church in the center of town ) Contact phone number is (802) 496-2205. Owner's cell phone number is (802) 731-9974. It being an emergency situation, the owner has agreed to 24 hour service. All food orders should be consolidated and only one point of contact with the VG. As it is 24 hour service, and time is of the essence, food selection may be limited to one or two entrees. Payment will not be due when the food is picked up.
- ❖ Trained task-oriented service animals (seeing-eye dogs, seizure dogs, etc.) by law are to be allowed in the facility. Support animals/household pets will not be allowed into the school and arrangements for temporary stay elsewhere will be determined by Downstreet staff/tenants.
- ❖ COVID protocol will be adhered to and followed by CDC best current practices recommendations at the time of an emergency.
- ❖ Medical equipment needed by any tenants (oxygen tanks, wheelchairs, walkers, C-PAP machines, etc.) will be transported by Downstreet staff if tenants cannot make their own accommodations. Downstreet will supply coolers or ensure refrigeration access at the designated shelter for any medication that requires refrigeration.

Once all tenants are successfully relocated into the designated shelter (Waitsfield Elementary School), Downstreet Housing will triage tenants with the most pressing special needs/medical issues to first be relocated off-site and into longer-term temporary housing.

After all tenants successfully vacate the shelter, Waitsfield EMD and Downstreet staff will return the used school areas back to the condition they were originally found (i.e. putting away cots and blankets, cleaning, locking doors). Waitsfield EMD will ensure that the building is locked and secured after clean-up is completed.

Submitted **by** =

Date: 5/10/2022

#  
Downstreet

---

Approved by: \_\_\_\_\_  
Waitsfield EMD

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

Last Reviewed: \_\_\_\_\_

## Annex F, Community Water System Response Plan

Annex G, Resolution to adopt NIMS



TOWN OF WAITSFIELD

Resolution To

**Designate The National Incident Management System (NIMS) As The Basis For All Incident Management in Waitsfield**

- WHEREAS, Homeland Security Directive (HSPD)-5 directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and
- WHEREAS, the collective input and guidance from all Federal, State, local and tribal homeland security partners has been, and will continue to be, vital to the ongoing development, effective implementation and utilization of a comprehensive NIMS; and
- WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and
- WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the Town's ability to utilize federal funding to enhance local readiness, maintain first responder safety, and streamline incident management processes; and
- WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout this town, including current emergency management training programs; and
- \WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;
- WHEREAS, the Governor of Vermont Executive Order #03-05 so proclaims the usage of National Incident Management System within the state of Vermont;

NOW, THEREFORE BE IT RESOLVED, by this Selectboard of the Town of Waitsfield, by virtue of the power vested in us by the voters of the town of Waitsfield, do hereby establish the National Incident Management System (NIMS) as this town standard for incident management.

Adopted and signed this            day of November, 2007.

**Waitsfield**

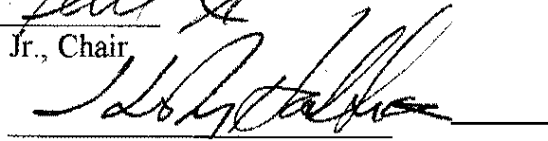
**Selectboard:**



Elwin A. Neill, Jr., Chair



Charles Hosford



J. LeRoy Ha den, D.V.M.



Paul Hartshorn



sore <sup>JLL</sup> Spinosa



Annex, H, CVRPC Appointment Orders

Town/City of Waitsfield

**July 1, 2023 - June 30, 2024 Appointments  
to the Central Vermont Regional Planning Commission**

The Selectboard/City Council on March 27, 2023 appointed the individual(s) below to represent the municipality's interests on the Central Vermont Regional Planning Commission and Central Vermont Regional Emergency Management Committee. This appointment(s) is effective July 1 unless another effective date is indicated here:

**Board of Regional Commissioners**

|             | <i>Commissioner</i>    | <i>Alternate Commissioner</i> |
|-------------|------------------------|-------------------------------|
| Name        | Don LaHaye             | Alice                         |
| Mailing     | Peal                   |                               |
| Address     |                        | 741                           |
| City/State/ |                        | Spring Hill                   |
| Zip Email   |                        | Road                          |
| Address     |                        | Waitsfield                    |
| Telephone   |                        | , VT<br>05673                 |
|             | donlahaye@madriver.com | atpeal@gmavt.n                |
|             | et                     |                               |
|             |                        | 802-496-5235                  |

**Transportation Advisory Committee (TAC)**

|                 | <i>TAC Representative</i> | <i>TAC Alternate Representative</i> |
|-----------------|---------------------------|-------------------------------------|
| Name            | Don LaHaye                | Alice Peal                          |
| Mailing Address |                           | City/State/Zip                      |

Email Address donlahave@madriver.com

Daytime Telephone \_\_\_\_\_

741 Spring

Hill Road

Waitsfield,

VT 05673

atpeal@gm

avt.net 802-

496-5235

Regional Emergency Management Committee  
(REMC)

**REMC Emergency Services Representative**

\_\_\_\_\_  
*REMC EMD/EMC  
Representative*

Name Fred Messer

Howie McCausland

Mailing 317 Meadow  
Address Road

City/State/ Waitsfield, VT

Zip 05673

Email Address fmesser@madriver.com

Daytime Telephone 802-793-2238

mccausla@midd lebury.edu

Signed by: **Annie Decker-Dell'Isola, AICP**

Town Administrator

Town of Waitsfield

4144 Main Street

Waitsfield, VT 05673

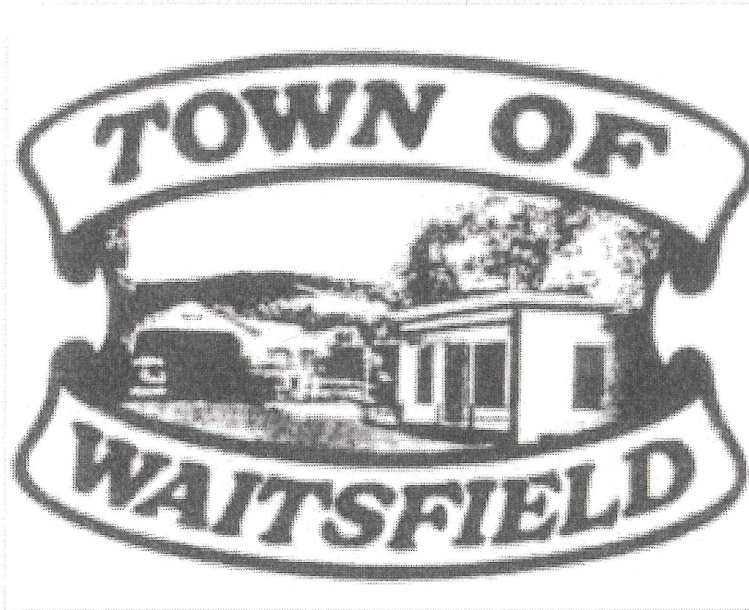
p: (802) 496-2218 ext. 5

f: (802) 496-9284

e: [townadmin@gmavt.net](mailto:townadmin@gmavt.net)

w: [waitsfieldvt.us](http://waitsfieldvt.us)

Please return completed and signed appointment forms to CVRPC via email at:  
[chartrand@cvregion.com](mailto:chartrand@cvregion.com)



## **TOWN OF WAITSFIELD, VERMONT PERSONNEL POLICY**

*(as amended and adopted 11/27/17)*

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### Appendices

Appendix A – Smoking and Tobacco Policy

Appendix B – Sexual Harassment Policy

Appendix C – Health Insurance

Appendix D – Position listing – exempt/non-exempt, salaried/hourly, etc.

**TOWN OF WAITSFIELD  
PERSONNEL POLICIES**

- 1
- 2
- 3
- 4 I. **PURPOSE:** The following Personnel Policies have been developed in the interest of
- 5 assuring efficient Town operations, clarifying rules for employee conduct, outlining
- 6 employee benefits and their implementation, fostering fairness and promoting high
- 7 employee morale.
- 8
- 9 II. **APPLICABILITY:** These Personnel Policies shall apply to all full- and regular part-
- 10 time employees of the Town. These policies are not intended to apply to other paid or
- 11 volunteer, appointed or elected officials. The Selectboard, which adopts these policies,
- 12 retains the responsibility for their administration and interpretation.
- 13
- 14 III. **STATEMENT OF NON-DISCRIMINATION:** It is the policy of the Town of
- 15 Waitsfield that no eligible person be excluded from participation in or be denied the
- 16 benefits of employment with the Town on the basis of race, color, creed, national origin,
- 17 sex, sexual preference, age, disability, political affiliation or belief. The Town of
- 18 Waitsfield is an equal opportunity employer and complies with the Americans with
- 19 Disabilities Act.
- 20
- 21 IV. **APPOINTMENT AT WILL:** Employment with the Town of Waitsfield is considered
- 22 “at will,” and not for any definite period or succession of periods unless otherwise
- 23 specified by the Selectboard and codified in a contract or other formal work agreement.
- 24 Employment with the Town may be terminated either by the employee or by the Town at
- 25 any time without notice except as otherwise provided in these personnel policies, state or
- 26 federal law, or other contract or employment agreement. Wages or salary and any
- 27 accrued and unused vacation leave allowable under these Personnel Policies shall be due
- 28 to the employee only to the day and hour of termination.
- 29
- 30 V. **TERMS OF EMPLOYMENT:**
- 31
- 32 a. **Hiring Process** – The Selectboard shall be responsible for all recruitment and hiring.
- 33 The Selectboard shall be solely responsible for decisions regarding recruitment,
- 34 internal promotion, advertising, application forms, interview process, and selection.
- 35
- 36 b. **New Hires** – New employees are required to complete form W-4 for payroll tax
- 37 withholdings and Form I-9 for verification of United States citizenship or proper
- 38 work authorization prior to starting work, in conformance with federal law.
- 39
- 40 c. **Probationary Period** – All new employees shall be subject to a six-month
- 41 probationary period, followed by an evaluation by the employee’s supervisor.
- 42 The probationary period may be extended for an additional period of as much as three
- 43 (3) months at the request of a supervisor and with approval of the Selectboard. At the
- 44 conclusion of the probationary period, the Selectboard may choose to extend as
- 45 described above or terminate at its discretion. Probationary employees are eligible to
- 46 use earned leave time with the approval of the supervisor or Selectboard.



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- d. **Employee Evaluations** – Evaluations shall be done annually, or upon request of an employee or the Selectboard, in a format established by the Selectboard. An evaluation requested by an employee shall be performed no later than 60 days after the request is made. The Selectboard may delegate evaluations to an employee’s supervisor.
- e. **Termination Notice** – Employees who voluntarily separate from employment with the Town shall give a minimum two (2) weeks of notice in advance of termination. Employees not fulfilling this requirement will forfeit their right to any accumulated vacation pay.
- f. **Hours of Work** – Regular work schedules shall be established by the Selectboard. Road Department personnel are required to be on-call and available for winter road work and year-round emergencies. Paid leave, including holidays, sick, and vacation days, shall be counted toward the 40-hour threshold for overtime for non-exempt employees. Paid leave, including holidays, sick, and vacation days, shall be counted as hours of work for the purposes of calculating compensatory time for exempt employees (see Section V.i.). The employee’s hours may be distributed across five workdays or in any combination deemed necessary by the Selectboard or supervisor.
- g. **Overtime** – Non-exempt hourly employees shall be paid overtime at the rate of 1.5 times (“time-and-a-half”) the regular hourly rate for hours of work performed in excess of 40 hours in a one-week pay period.
- h. **Holiday Pay** – In the event an employee is called in to work on a holiday, the rate of pay for actual holiday hours worked shall be equal to 1.5 times the employee’s regular hourly rate, regardless of whether or not the total hours worked in the week exceeds 40 hours.
- i. **Compensatory Time** –For exempt employees, compensatory time will be provided on an hour-for-hour basis for actual hours worked in excess of the employee’s standard work week, provided that an employee’s standard work week is 20 hours or greater.
- j. **Payday** – Payday will be on Wednesdays on a weekly basis by direct deposit. Time sheets shall be due to the employee processing payroll no later than the close of business on Monday. An employee failing to submit a time sheet may be paid at a rate and amount equivalent to the employee’s normal work week, with any variations deducted from or added to a paycheck(s) to follow. Initial payroll for employees will be staggered by one week.
- k. **Lateness or Absence** – Employees shall notify their supervisor or appropriate colleagues prior to, or as soon as reasonably possible, if they will be late or absent from work. Repeated unexcused lateness or absence from work is grounds for disciplinary action and/or termination.

94           **l. Training and Professional Development** – The Town expects that all employees  
95           will take advantage of training opportunities approved by the Selectboard or  
96           supervisor. Employees will be paid for such time and reimbursed for mileage, meals,  
97           etc., when approved in advance by the Selectboard or supervisor.  
98

99   **VI. EMPLOYEE BENEFITS:**

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**a. Health Care Benefits** – The Town makes health insurance coverage available to all full-time employees and their families. For the purposes of this section, full-time is defined as an employee with a regular work schedule of 30 hours per week or greater. The Selectboard shall annually determine the amount of the Town’s contribution to health insurance costs, particularly premiums. More information on the health insurance offerings and premium allocations can be found in Appendix C.

Employees may also elect a waiver of insurance upon demonstration of coverage from another source, and be entitled to a health insurance buy-out. Details on the health insurance waiver and buyout can be found in Appendix C.

Retiring employees may continue to obtain their health insurance through the Town under a “retiree section” of the Town’s group health insurance, if applicable and available, until they reach the age of Medicare eligibility. An employee who has retired will be expected to pay the full premium and all other costs for this insurance; the Town is providing access only.

**b. Retirement** – The Town participates in the Vermont Municipal Employees Retirement System, Group B. Participation begins at the start of employment. Currently, employees contribute 4.875% of wages as a payroll deduction and the Town contributes 5.50% of wages (these rates are subject to change by the VMERS Board of Trustees). Details concerning the system are available from VMERS or the Town Treasurer.

**c. Deferred Compensation Plan** – The Town offers participation in a deferred compensation plan. This plan is a voluntary retirement savings program, created under federal and state law, enabling government employees to contribute as much as \$18,000 (the allowable amount is determined annually under federal IRS rules) of compensation free from current federal and state income taxes to an investment savings plan. The amount saved accumulates tax-deferred until the plan amounts are distributed (generally after retirement). The plan is regulated by the Internal Revenue Code Section 457 and state law. Details concerning the program the Town offers are available from the Town Treasurer.

**d. Life and Long-Term Disability Insurance** – The Town offers participation to qualified employees (as determined by the insurer’s application process) in a \$25,000 life insurance program and a 60% disability income program. Details about the program the Town offers are available from the Town Treasurer.

**e. Uniforms** – Road Department employees are provided with uniforms on a weekly basis.



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- f. **Commercial Drivers Licenses** – Road Department personnel shall be responsible for maintaining a valid Commercial Drivers License in accordance with state law. After three years of employment with the Town, the Town will pay for license renewals necessary for operation of Town equipment, less standard operator’s license charges.
  - g. **Benefit Distribution for New Employees** – Coverage under the benefits described in this section may not apply immediately. The Town’s health insurance buyout may not be issued until an employee has successfully completed his or her probationary period.

153 **VII. EMPLOYEE LEAVE:**

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- a. **Sick Leave** – An employee may accrue as many as 48 hours (six days) of sick leave each fiscal year. For the purposes of this policy, a standard day of sick leave is the equivalent of eight hours and a standard work week 40 hours. For exempt employees whose regular work week consists of less than 40 hours on average, but is greater than 20 hours per week on average, the total number of sick leave hours accrued shall be prorated based upon the average percentage of hours worked in a standard work week. For example:

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1. If an employee works 34 hours per week on average, the accrual rate would be calculated this way:  $34.0/40.0 = 0.85$ .
  2. The prorated number of sick leave hours would be calculated this way:  $48 \text{ hours} \times 0.85 = 40.8 \text{ hours}$  (or 5.1 days) of sick leave per year. For ease of administration, numbers should be rounded up or down to the nearest whole number. In the example, 40.8 hours would become 41 hours.

The table provides examples based on common and/or current work schedules.

| <u>Average Hours per Week</u> | <u>Accrual Rate</u> | <u>Sick Hours</u> | <u>Sick Hours Accrued</u> |
|-------------------------------|---------------------|-------------------|---------------------------|
| 40.0                          | 1.00                | 48.0              | 48.0                      |
| 34.0                          | 0.85                | 40.8              | 41.0                      |
| 30.0                          | 0.75                | 36.0              | 36.0                      |
| 20.0                          | 0.50                | 24.0              | 24.0                      |

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An employee may use sick leave for an illness or injury that prevents the employee from performing the employee’s job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

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- A medical appointment
  - An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
  - A funeral not eligible under the bereavement leave section of this policy.
  - Any other appointments authorized in advance by the employee’s supervisor.

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Upon separation from employment, an employee will not be compensated for unused, accrued sick leave.

If an employee is sick, but has no accumulated sick leave, vacation time may be applied; if no sick or vacation time is available, unpaid leave may be taken. No more than 30 days of sick leave may be carried over into a new year. As of January 1<sup>st</sup> of each year, any accumulated sick leave over 30 days shall be transferred to vacation days at a rate of 50%, with the remaining 50% portion forfeited.

- b. Vacation** – For the purposes of this policy, a standard day of vacation leave is the equivalent of eight hours. For exempt employees whose regular work week consists of less than 40 hours on average, but is greater than 20 hours per week on average, the total number of vacation leave hours accrued shall be prorated based upon the average percentage of hours worked in a standard work week.

For example:

1. If an employee works 34 hours per week on average, the accrual rate would be calculated this way:  $34.0/40.0 = 0.85$ .
2. The prorated number of vacation leave hours would be calculated this way for an employee working 34 hours per week in the first year of employment:  
80 hours x 0.85 = 68 hours (or two weeks) of vacation leave per year. For ease of administration, numbers will be rounded up to the nearest whole number.

The table provides examples based on common and/or current work schedules:

| Average Hours/Week | Accrual Rate | Hours accrued per year or years of service <sup>1</sup> |                             |   |   |                                |
|--------------------|--------------|---|-----------------------------|---|---|--------------------------------|
|                    |              | 1st (80 hours)  | 2 <sup>nd</sup> (104 hours) | 3 <sup>rd</sup> & 4 <sup>th</sup> (120 hours) | 5 <sup>th</sup> to 10 <sup>th</sup> (144 hours) | 11 <sup>th</sup> + (160 hours) |
| 40.0               | 1.00         | 80 hours  | 104 hours                   | 120 hours                                     | 144 hours                                       | 160 hours                      |
| 34.0               | 0.85         | 68 hours  | 89 hours                    | 102 hours                                     | 123 hours                                       | 136 hours                      |
| 30.0               | 0.75         | 60 hours  | 78 hours                    | 90 hours                                      | 108 hours                                       | 120 hours                      |
| 20.0               | 0.50         | 40 hours  | 52 hours                    | 60 hours                                      | 72 hours  | 80 hours                       |

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Vacation leave shall accumulate by the month, in proportion to the number of hours in the employees' regular work week. Employees beginning work on or before the 15<sup>th</sup> of the month shall be credited with a full month of service for the purposes of this section. Employees terminating on or after the 16<sup>th</sup> of the month shall be credited a full month of service for the purposes of this section.

<sup>1</sup> The hours listed in the column header are the base number of hours per year. An employee whose work week is 40 hours and is in his or her 5<sup>th</sup> year of employment with the Town would be eligible to accrue 144 hours, or 18 eight-hour days, of vacation leave per year. This could be added to the vacation time accrued and carried from year to year up to the maximum of 240 hours, or 30 days, per year as outlined in this section.



214 No vacation time may be taken during an employee's probationary period without  
215 approval of the Selectboard or the employee's supervisor. No more than 30 days of  
216 vacation leave may be accumulated, without the advance approval of the Selectboard.

217  
218 All vacation leaves must be approved in advance by the employee's supervisor. Use  
219 of accrued vacation leave by employees of the Road Department during the winter  
220 maintenance season from November 15<sup>th</sup> to April 15<sup>th</sup>, may be denied or limited  
221 depending upon expected weather conditions, and may be subject to conditions such  
222 as being subject to call-in, restriction from travelling out of state during such leave, or  
223 restriction from taking multiple consecutive days off.

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225 Upon termination of employment an employee will be entitled to be paid for all  
226 accumulated vacation time at the rate of pay the employee is receiving at the time of  
227 termination. Unused vacation leave will only be paid at the termination of  
228 employment (see Section V.e).

- 229  
230 **c. Compensatory Time** – Compensatory time shall be available to salaried, exempt  
231 employees at a rate described in V.i. Compensatory time leave may be taken during  
232 an employee's probationary period subject to approval from the employee's  
233 supervisor. Employees are strongly encouraged to use compensatory time within the  
234 same quarter in which it is earned. No more than 40 hours of compensatory time may  
235 be carried over from one fiscal year into the next. Unused compensatory time shall  
236 not be paid to an employee upon termination of employment.

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238 Non-exempt employees: Compensatory time is not offered to non-exempt employees  
239 in lieu of overtime pay for overtime hours worked. However, an employee may take  
240 time off within the same workweek in order to avoid incurring an overtime  
241 obligation, following approval of a supervisor.

- 242  
243 **d. Holidays** – There are 10 paid holidays per year. The paid holidays are as follows: 1)  
244 New Year's Day (January 1<sup>st</sup>); 2) Martin Luther King Day (3<sup>rd</sup> Monday in January);  
245 3) President's Day (3<sup>rd</sup> Monday in February); 4) Memorial Day (last Monday in  
246 May); 5) Independence Day (July 4<sup>th</sup>); 6) Labor Day (1<sup>st</sup> Monday in September); 7)  
247 Columbus Day (2<sup>nd</sup> Monday in October); 8) Veteran's Day (11<sup>th</sup> of November); 9)  
248 Thanksgiving Day (4<sup>th</sup> Thursday in November); and 10) Christmas Day (December  
249 25<sup>th</sup>).

- 250  
251 **e. Unpaid Leave** –Requests for leaves of absence without pay for any reason other than  
252 those covered by federal or state law must be submitted in writing to the Selectboard  
253 or an employee's supervisor and must set forth the purpose for which the leave is  
254 requested. All leave requests must be for a definite period of time and include a  
255 specified date of return. If a leave of absence without pay is granted, the employee  
256 may, at the Town's sole discretion, continue the employee's health plan coverage by  
257 paying the required premium in accordance with the payment schedule established by  
258 the Town. Other employee benefits (e.g. sick leave, vacation, seniority, etc.) will not  
259 accrue during an unpaid leave period that exceeds 30 days.

260

261 **f. Short-term Leave** – An employee is eligible for short-term leave if s/he has been  
262 employed by the Town for at least one (1) year for an average of at least 30 hours per  
263 week. In accordance with 21 V.S.A. § 472a, eligible employees may be entitled to  
264 take unpaid leave not to exceed four (4) hours in any 30-day period and not to exceed  
265 24 hours in any 12-month period for any of the following purposes:

- 266 • To participate in preschool or school activities directly related to the academic
- 267 educational advancement (such as a parent-teacher conference) of the employee's
- 268 child, stepchild, foster child, or ward who lives with the employee;
- 269 • To attend or accompany the employee's child, stepchild, foster child, or ward
- 270 who lives with the employee or the employee's parent, spouse or parent-in-law to
- 271 routine medical or dental appointments;
- 272 • To accompany the employee's parent, spouse or parent-in-law to other
- 273 appointments for professional services related to their care and well-being;
- 274 • To respond to a medical emergency of the employee's child, stepchild, foster
- 275 child, or ward who lives with the employee or the employee's parent, spouse or
- 276 parent-in-law.
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279 At the option of the employee, accrued paid leave may be used. Before taking leave  
280 under this section an employee shall make a reasonable attempt to schedule  
281 appointments outside of regular work hours. An employee shall attempt to provide  
282 the Town with the earliest possible notice of the intent to take short-term family  
283 leave.

284 **g. Bereavement Leave** – Employees may take up to two days off in the event of the  
285 death of a member of their immediate family (parent, spouse, children), three hours  
286 off for a local funeral, and up to one day off for a non-local funeral of a member of  
287 their extended family, with pay. Such leaves are subject to approval by the  
288 Selectboard.

289 **h. Jury Duty** – Employees will be given paid leave and receive their base salary for any  
290 time served on jury duty.

## 291 **VIII. EMPLOYEE DISCIPLINE AND GRIEVANCES:**

292 **a. Reasons for Disciplinary Actions** – The Town may take personnel action for the  
293 following reasons:

- 294 1. Unsatisfactory work performance;
- 295 2. Misuse of funds, supplies or equipment;
- 296 3. Refusal or failure to abide by policies or instructions of a supervisor or the
- 297 Selectboard;
- 298 4. Other conduct which is inconsistent with the normal expectations of public
- 299 service.

300 **b. Disciplinary Action** – Any or all of the following disciplinary actions may be taken  
301 by the Selectboard, depending upon the severity of the circumstances involved:  
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- 309                   1. Verbal or written reprimand;  
310                   2. Placement on probationary employment status;  
311                   3. Suspension with or without pay;  
312                   4. Termination.  
313
- 314           **c. Procedure for Disciplinary Action** – Any disciplinary action may be initiated by the  
315           Selectboard or supervisor. Notice of the action and the reasons therefore shall be in  
316           writing, and shall be given to the employee involved.  
317
- 318           **d. Response to Disciplinary Action** – Employees who are subject to disciplinary action  
319           may request a hearing before the Selectboard. Such requests should be in writing and  
320           presented to the Selectboard Chair within 10 working days after notice of the action.  
321           The Selectboard shall hear the employee’s grievance within 30 days of receipt.  
322           Action of the Selectboard shall be final.  
323
- 324 **IX. EMPLOYEE RECORDS:** Personnel files for each employee shall be kept by the Town  
325           Clerk. Personnel files are open to the Selectboard but not to the general public. An  
326           employee may review his/her file in the presence of a member of the Selectboard or its  
327           designee. It is the responsibility of the Selectboard to maintain the files, determine what  
328           kinds of information should be included therein, and for how long.  
329
- 330 **X. EMPLOYEE CONDUCT:**  
331
- 332           **a. General Obligations.** Every employee shall fulfill to the best of his or her ability the  
333           duties and responsibilities of the employee’s position. The employees shall, during  
334           their hours of duty, be subject to such other laws, rules, and regulations that pertain  
335           thereto, and devote their full attention and efforts to their office and employment.  
336
- 337           **b. Political Activity.** An employee shall not use his or her official authority for the  
338           purpose of interfering with or affecting the nominations or election of any candidate  
339           for public office in the Town of Waitsfield. This rule is not to be construed to prevent  
340           a town employee from becoming or continuing to be a member of any political party  
341           or from attending political meetings or signing petitions for a candidate for public  
342           office.  
343
- 344           **c. Contracts.** No elective or appointive officer or employee of the Town of Waitsfield  
345           shall be beneficially interested directly or indirectly in any contract with the Town,  
346           regardless of amount; or furnish any material, or perform any labor, except in the  
347           discharge of his or her official duties, unless such contract shall have been awarded  
348           upon bids advertised for by publication or by discretion of the Selectboard. No officer  
349           or employee of the Town shall take part in any decision concerning the business of  
350           the Town in which he or she has a direct or indirect financial interest, aside from his  
351           or her salary as an officer or employee, greater than any other citizen or taxpayer in  
352           the Town. This section shall not apply in the event of an emergency where immediate  
353           action shall be deemed more important to the Town than the receipt of formal bids.  
354

- 355           **d. Health and Safety.** The Town of Waitsfield recognizes that its employees are among  
356 its most important assets. As such, the Town strives to provide a safe and healthy  
357 workplace for all employees.  
358

359           Employees are responsible for following all safety procedures associated with their  
360 duties. If an employee is unsure of how to do a particular task safely, he or she should  
361 seek further instruction from his or her supervisor. Each employee is also obligated to  
362 report all unsafe or unhealthy working conditions to his or her supervisor. It is the  
363 responsibility of each supervisor to monitor and assist employees in the safe  
364 performance of duties. An employee who sustains a work-related injury or illness  
365 should report it immediately to his or her supervisor. A "First Report of Injury" form  
366 will be completed by the supervisor or employee and a copy given to the employee.  
367

368           Safe and healthy behaviors at work are an expected part of each employee's job  
369 performance. Employees and their dependants are encouraged to participate in health  
370 promotion activities and to avail themselves of the services provided through the  
371 Employee Assistance Program (1-800-287-1273).  
372

- 373           **e. Substance Abuse.** Working under the influence of alcohol or controlled substances in  
374 the workplace may endanger the public, co-workers, and the employee and result in  
375 poor or inaccurate job performance and will not be tolerated. Employees who  
376 experience alcohol or drug abuse problems are expected and encouraged to seek  
377 assistance in the treatment of their problems. Such employees may, without fear of  
378 reprisal, seek guidance from supervisors, the Town Administrator, or the Employee  
379 Assistance Program.  
380

381           Employees shall not manufacture, possess, distribute, or use controlled substances in  
382 the workplace. Employees shall not report to work or work under the influence of  
383 alcohol or controlled substances unless the drug is prescribed by a duly licensed  
384 physician or dentist.  
385

386           An employee who manufactures, possesses, or distributes a controlled substance in  
387 the workplace shall be subject to disciplinary action such as, but not limited to, oral  
388 reprimand, written reprimand, suspension, required participation in a drug abuse  
389 assistance or rehabilitation program, or dismissal. An employee who reports for work  
390 under the influence of alcohol or controlled substances, or who consumes or uses  
391 such substances while at work, may be dismissed immediately. As a condition of  
392 employment, employees must abide by the terms of this policy. An employee who is  
393 convicted of a drug statute crime occurring at the workplace shall inform the Town in  
394 writing within five calendar days of such conviction. The Town Administrator or the  
395 Town Clerk will notify any federal agency in writing with which the Town has a  
396 grant on which the convicted employee was working within 10 calendar days of  
397 receiving such notice from the affected employee, including the employee's title and  
398 identification number(s) of each affected grant. The Town will take appropriate  
399 personnel action, as proscribed above, within 30 days of receiving notice of a  
400 conviction from an employee.  
401



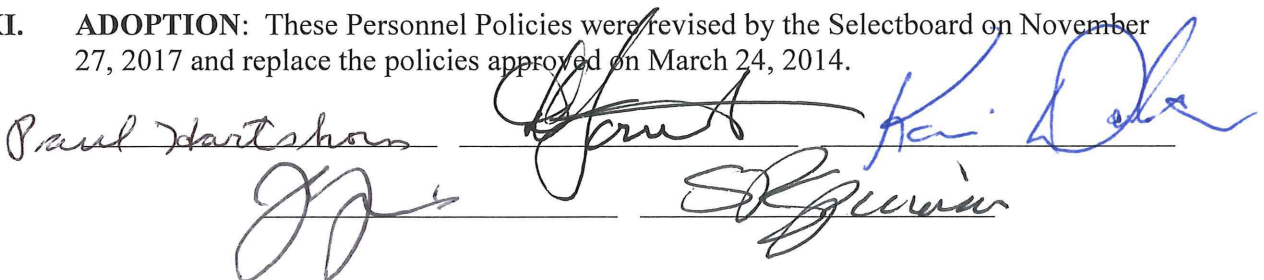
402 f. **Smoking and Tobacco Use.** It is the policy of the Town of Waitsfield that the use of  
403 tobacco products in the workplace is prohibited except in designated areas and in  
404 accordance with the Smoking and Tobacco policy in Appendix A.

405  
406 g. **Prohibition of Harassment.** The Town of Waitsfield will not tolerate unlawful  
407 harassment, including insulting, degrading, or exploitative treatment of another  
408 employee or a non-employee on the basis of their race, gender, religion, national  
409 origin, age, disability, color, ancestry, place of birth, or sexual orientation, or any  
410 other protected status defined by law.

411  
412 The Town of Waitsfield will address complaints regarding harassment committed in  
413 the workplace by employees against non-employees and by non-employees (such as  
414 vendors, customers, board members, and other workplace visitors) against employees  
415 to the fullest extent possible. It involves behaviors that are viewed as offensive or  
416 harassing. Examples of harassment include the following: insulting comments of a  
417 sexual, racial, or religious nature or references to an individual's age, sexual  
418 orientation or disability; aggressive bullying behaviors; unwelcome sexual advances;  
419 requests for sexual acts or favors; inappropriate physical contact or gestures; physical  
420 assaults or contact that substantially interferes with an individual's work performance  
421 or creates an intimidating, hostile or offensive working environment; retaliation  
422 against an employee for complaining about the behaviors described above or for  
423 participating in an investigation of a complaint of harassment; and/or other verbal or  
424 physical conduct of harassing nature. Retaliation against an employee for making a  
425 complaint of harassment or for cooperating with an investigation of harassment is  
426 unlawful and will not be tolerated.

427  
428 An employee subject to harassment is encouraged to report it before it becomes  
429 severe or pervasive. Any employee who has a complaint of sexual harassment at work  
430 by anyone, including supervisors, co-workers, or visitors, must bring the problem to  
431 the attention of his or her immediate supervisor or the Selectboard or their authorized  
432 representative. If the complaint involves someone in the employee's direct line of  
433 command, the employee may go directly to the Selectboard with the complaint. A  
434 prompt, thorough, and impartial investigation will be conducted and employee  
435 confidentiality will be protected to the fullest extent possible. The determination of  
436 whether or not a particular action constitutes harassment shall be made from the facts  
437 on a case-by-case basis. In determining whether alleged conduct constitutes  
438 harassment, the supervisor or Selectboard shall look at the record as a whole and at  
439 the totality of the circumstances, such as the nature of the behavior and the context in  
440 which the alleged incidents occurred. If harassment is found to exist, prompt  
441 corrective action shall be taken. Employees who violate this policy will be subject to  
442 disciplinary action up to and including discharge. See also Appendix B.

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444 XI. **ADOPTION:** These Personnel Policies were revised by the Selectboard on November  
445 27, 2017 and replace the policies approved on March 24, 2014.

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- 451 Appendices:
- 452
- 453 A. Smoking and Tobacco Policy
- 454 B. Sexual Harassment Policy
- 455 C. Health Insurance
- 456 D. Position listing – exempt/non-exempt, salaried/hourly, etc.

Town of Waitsfield
Application for Public Festival Permit

TOWN OF WAITSFIELD

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: Round Up
2) Date(s) of Festival: 6/14, 6/21, 6/28, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9, 8/16, 8/23, 8/30
3) Location of Festival: The Sweet Spot 40 Bridge St
4) Hours of Festival: 17:00 - 22:00
5) Sponsor of Festival: The Sweet Spot
Address: 40 Bridge St

Phone #: 802-496-9199 e-mail:

- 6) Please provide names of principal individuals responsible for the festival:
John Vitko, Sarina Gullisano
Name, Phone, Address for each individual.

- 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.
Keller Meyer
Owner, Address, Phone

- 8) A. Number of tickets to be printed, if applicable: 6
B. Number of persons reasonably expected to attend: 250
C. Fee: \$25 for each 250 persons expected to attend: \$ 300.00
D. If festival is charitable or non-profit, are you requesting a fee waiver? NO
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:

we collect Garbage and have part a John's  
parking in our lot we provide Security  
Food & Beverage

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

posters around TOWN

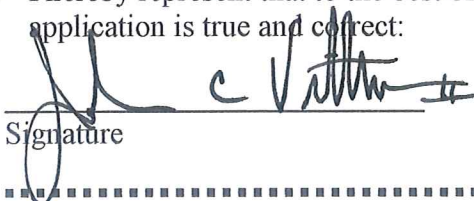
- 11) General nature of the festival, persons scheduled to appear, and description of program. ATTACH SEPARATE SHEET IF NEEDED:

a gathering for Locals to Listen to  
Music Eat & have a Drink  
Enjoy our Beautiful Valley

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

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

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

 John C Vitko 5/20/23  
 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

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

JUN - 2 2023

Town of Waitsfield
Application for Public Festival Permit

TOWN OF WAITSFIELD

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: Vast Annual Meeting 2023
2) Date(s) of Festival: Sept. 9, 2023
3) Location of Festival: Kenyon's Field
4) Hours of Festival: 9-5
5) Sponsor of Festival: Vast/Washington County - Jeff Halpin
Address: 1461 Airport Rd
Moretown, VT 05660
Phone #: 802-735-7473 e-mail: vastwashington@gmail.com

6) Please provide names of principal individuals responsible for the festival:
Jeff Halpin Mark Reeves
Name Name
802-735-7473 802-595-5614
Phone Phone
Same as Above Barre, VT.
Address Address
(vast vice-president)

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.
Doug + Donna Kenyon 3399 Mainstreet
Owner Address
802-496-3922 Waitsfield, VT 05673
Phone

8) A. Number of tickets to be printed, if applicable:
B. Number of persons reasonably expected to attend: 150-250
C. Fee: \$25 for each 250 persons expected to attend: \$ 25
D. If festival is charitable or non-profit, are you requesting a fee waiver? No
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:

Parking on site, porta-lets on site

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

Vast Members meeting for coming year.

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

Day Long Meetings on Budgets / rules / accomplishments.

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

Eric's Catering  
Billerica MA 01821  
(caters every year)

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

Jeffy Repine  
Signature

Jeff Halpin 5/31/23  
Printed Name of Applicant Date

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

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

Conditions:

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


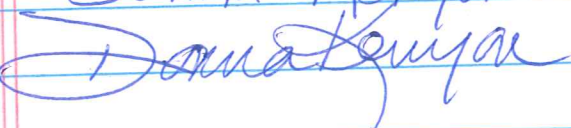
By: Waitsfield Selectboard

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

5/25/2023

Kenyon Field  
3399 Main St.

We give the VAST Group  
permission & our Consent to  
hold the Annual meeting on  
Sept 9, 2023 in our field  
3399 Main St. Waitsfield VT.

|   |         |                |
|---|---------|----------------|
| Douglas Kenyon  | Owner   | 802-496-3922   |
|   | 5/25/23 | 3337 Main St.  |
|   |         | Waitsfield VT. |
|   |         | 05673          |
| Donna Kenyon  | owner   |                |
|  | 5/25/23 | same           |