

**TOWN OF WAITSFIELD**  
**SELECTBOARD MEETING**  
**Monday, August 14, 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 road name request (10 +/- min.)
4. Consider appointment to Conservation Commission (5 +/- min.)
5. Update from Joslin Memorial Library on proposed outdoor improvements (10 +/- min.)
6. Review proposed pre-application for EV Charging Station grant at Town Office (10 +/- min.)
7. Consider appointment to Waitsfield Planning Commission (5 +/- min.)
8. Updates from Planning Commission (10 +/- min.)
9. Town Plan Amendments Discussion – Chapter 13 (10 +/- min.)
10. Update from Wastewater Planning Project Coordination Team (10 +/- min.)
11. Historic General Wait House Discussion (10 +/- min.)
12. Waitsfield Municipal ARPA Funding Update (10 +/- min.)
13. Consider Adopting Emergency Management Ordinance (15 +/- min.)
14. Review proposed Road Department job description (10 +/- min.)
15. Work Plan quarterly check in (10 +/- min.)
16. Consent Agenda:
  - a. Consider approving the Minutes of 7/14/23
  - b. Bills Payable and Treasurer’s Warrants
  - c. Review, approve, and authorize Town Administrator to sign FY24 Grants in Aid Agreement
  - d. Review, approve, and authorize Town Administrator to sign FY24 Class II Paving Grant Agreement
17. Selectboard roundtable. (10 +/- min.)
18. Town Administrator’s updates. (5 +/- min.)
19. 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

August 14, 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

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

## II. REGULAR BUSINESS.

### Item II.3. Consider road name request

Shea Property Services has submitted a request for the Selectboard to consider a road name for a new private road off of Center Fayston Road to access their new approved 4-lot subdivision. The responsibility of naming streets falls to the Selectboard. The Waitsfield Street Naming Ordinance is enclosed as well as a site plan of the approved 4-lot subdivision. Three names have been proposed by the property owners, Logan Lane, Aurora Road, and Valley Meade Road, listed in order of preference. The State E-911 Coordinator has confirmed that any of the three names would be acceptable and do not result in a conflict with other local road names.

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

*Consider a motion to assign (Logan Lane, Aurora Road, or Valley Meade Road) as the name of the new road accessing the 4 lots in the Shea Property Services subdivision off of Center Fayston Road.*

### Item II.4. Consider appointment to Conservation Commission

At their meeting on July 18, the Waitsfield Conservation Commission recommended the appointment of a new member, Gail O'Keefe. Gail has provided a letter of interest and resume outlining her experience, which are both enclosed. Gail would be replacing PJ Telep who resigned in May, two months into his next two-year term (to expire in March 2025).

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

*Consider a motion to appoint Gail O'Keefe to a two-year term on the Waitsfield Conservation Commission, to expire March 2025.*

### Item II.5 Update from Joslin Memorial Library on proposed outdoor improvements

Representatives from the Joslin Memorial Library Board will present their proposed plan to the Waitsfield Selectboard for the installation of steps that would connect the library park to the sidewalk along Route 100. A rendering of the steps is enclosed in the report. The request will include permission to proceed with permitting and construction of the steps, as well as town (potentially APRA) funds for the cost of materials.

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

*Consider a motion to authorize the Joslin Memorial Library to proceed with the permitting and installation of the stairs as proposed (if town funds are to be allocated, a motion to authorize fund for that purpose as well).*

51 Item II.6. Review proposed pre-application for EV Charging Station grant at Town Office  
52 Green Mountain Power and the Department of Housing and Community Development (DHCD) are  
53 administering a funding program to support the installation of EV charging stations at certain locations  
54 throughout the state, including at municipal offices. Program details can be [found here](#). There are two  
55 programs a town office EV charger might be eligible under, the workplace grants program or public  
56 attraction grants program. Chris Badger, Waitsfield Energy Coordinator, has reviewed the project  
57 eligibility requirements and has compiled a set of notes (enclosed) that compares the two programs.  
58 Required match for a municipal project would be 5%. One of the decisions to make will be what level of  
59 charger we'd be interested in pursuing, Level 1, Level 2, or DC ([more detail here](#)).

60  
61 Program flow is as follows ([from the CVRPC website](#)):

- 62
- 63 1. Submit [pre-application](#) which is available online (through January 2026)
- 64 2. Schedule a pre-screen eligibility phone call
- 65 3. Program will assist with connecting application to installer/contractor if needed
- 66 4. Application submission of project estimate and site design
- 67 5. Utility make ready and incentives
- 68 6. Civil make ready
- 69 7. Hardware/software selection
- 70 8. Labor
- 71 9. Approval of Application (first funding payment dispersed)
- 72 10. Installation (within 12 months of approval)
- 73 11. Submission of project completion documentation and final project invoices (final funding payment  
74 dispersed)
- 75

76 The first step in exploring this program is the submittal of the pre-application form. This form is not a  
77 commitment but requires the support of the Selectboard to proceed with submittal and scheduling of the  
78 pre-screen eligibility phone call. Staff recommends proceeding with the pre-application, with assistance  
79 from the Energy Coordinator. If the project proceeds from there, the Selectboard should also consider this  
80 project amongst the others identified in the Selectboard Work Plan (Item II.15 below). With leadership  
81 from the Energy Coordinator on this project, it is likely that the project can be prioritized over the next  
82 year, but without additional support other staff priorities might have to be shifted to do so.

83  
84 ***Recommendation:***

85 *Consider a motion to authorize the Town Administrator and Energy Coordinator to prepare and submit a*  
86 *pre-application form for the DHCD EV program and schedule a pre-screen eligibility phone call.*

87  
88 Item II.7. Consider appointment to Waitsfield Planning Commission

89 At their meeting on July 18<sup>th</sup>, the Waitsfield Planning Commission recommended the appointment of Beth  
90 Cook to fill the vacancy left by the department of Brian Voigt, who left the commission one year into a  
91 four-year term. Beth has submitted a statement of interest and provided a copy of her resume which are  
92 both enclosed in this report.

93  
94 ***Recommendation:***

95 Consider a motion to appoint Beth Cook to the Waitsfield Planning Commission, to complete the  
96 remainder of the vacant four-year term, to expire in March 2026.

97

98 Item II.8. Updates from Planning Commission

99 The Waitsfield Planning Commission Chair, Alice Peal, will bring an update on the work of the Planning  
100 Commission. The Selectboard can expect to see a draft of the proposed Bylaw Amendments soon, and  
101 Alice will review other potential planning grant opportunities that the commission may want to explore.

102

103 **Recommendation:**

104 *No action anticipated at this time.*

105

106 Item II.9. Town Plan Amendments Discussion – Chapter 13

107 The Selectboard held a Public Hearing on May 8<sup>th</sup> to consider the Town Plan amendments as approved by  
108 the Planning Commission on March 21, 2023. At the meeting, the Selectboard requested that [Chapter 13](#)  
109 [\(Implementation\)](#) also be updated to reflect the updated tasks in the amended Town Plan. Additionally,  
110 the Board referenced the Hinesburg Town Plan, "[Top Priority Actions](#)" Section as a good guide for what  
111 they would like to see included in the Waitsfield Town Plan. Alice Peal, Planning Commission Chair,  
112 will attend the meeting and would like to discuss how to proceed with these final updates moving  
113 forward.

114

115 When the Selectboard has a final draft that they are comfortable with, one final Public Hearing will need  
116 to be held before adoption. The current Town Plan draft [can be found here](#). With assistance from the  
117 Planning Commission, it may be possible to have any final edits finalized for review by September 11<sup>th</sup>,  
118 with a final hearing on September 25<sup>th</sup>, and adoption by October.

119

120 **Recommendation:**

121 *Continue discussion on the proposed Town Plan and Chapter 13.*

122

123 Item II.10. Update from Wastewater Planning Project Coordination Team

124 Joshua Schwartz, in his capacity as Wastewater Planning Project Coordination Team Lead, has prepared a  
125 Wastewater Planning Project Update #5, which is enclosed for the Board's review. Members of the  
126 Wastewater Planning Project team will be in attendance if the Board has any questions about the status of  
127 the project.

128

129 **Recommendation:**

130 *No action requested at this meeting.*

131

132 Item II.11. Historic General Wait House Discussion

133

**a. Updated exterior sign**

134 The General Wait House tenants have requested that the Selectboard contribute toward their  
135 project to update the building's exterior sign. The Board was generally supportive of the project  
136 when presented to them on June 26<sup>th</sup>, but requested more details on the final cost, as well as a  
137 rendering, when finalized. Misha Golfman, Executive Director of Mad River Path, has compiled  
138 those materials which are enclosed. The total cost estimate for the signs ranges from \$885 to  
139 \$1085. The Town's sign is the largest and is expected to cost about half of the total, around ~\$600

140 on the higher end. The Selectboard should consider if they authorize the tenants to proceed with  
141 the purchase of the new sign, and if they are ready to authorize \$600 of the Wait House Reserve to  
142 go toward this project. The reserve currently has a balance of \$35,703.

143  
144 **b. Ongoing Historic General Wait House Property Management Discussion**

145 At their meeting on May 8<sup>th</sup>, the Selectboard asked that documents related to the General Wait  
146 House that have been created over the past few years be compiled into one packet and shared with  
147 the Board in order to facilitate the ongoing conversation about how best to address both the short-  
148 and long-term maintenance needs at the General Wait House. The Board continued the Historic  
149 General Wait House discussion at their meeting on June 5<sup>th</sup> and again on June 26<sup>th</sup>. The Board has  
150 requested that this remain a standing item on the agenda for the time being. A number of  
151 documents related to the building were included in the June 5<sup>th</sup> packet and have been linked  
152 below:

- 153  
154 1. [General Wait House Committee Final Report \(December 16, 2021\)](#)  
155 2. [Historic Building Assessment, Eliot Lothrop \(February 2023\)](#)  
156 3. [Quotes for Roof Repair \(March – May 2023\)](#)  
157 4. [Building Report & Assessment, Brad Cook \(December 31, 2020\)](#)  
158

159 ***Recommendation:***

160 *Consider a motion authorize the expenditure of up to \$600 from the Historic General Wait House reserve*  
161 *for the Town's portion an updated exterior sign.*  
162

163 **Item II.12. Waitsfield Municipal ARPA Funding Update**

164 An updated summary of ARPA funds allocated to date is provided below. The update reflects the results  
165 of the FY23 close out. The ARPA funds set aside to cover the increase in Treasurer hours, salary, and  
166 scope of work was able to be covered by funds in the operating budget so the \$36,686 allocated to cover  
167 that increase are available again for allocation to another project. The Selectboard has discussed  
168 allocating some of the remaining funds for the potential cost of 30% Wastewater Design depending on  
169 whether the Town receives the DEC Clean Water State Revolving Fund Step 2 subsidy for that phase, and  
170 how much that subsidy might be. No action is recommended at this meeting, this is just intended to be an  
171 update. Staff will have an update on ARPA funds to date from this allocation at the meeting on Monday,  
172 August 14<sup>th</sup>.

Waitsfield ARPA Funds Allocated to Date	
Project	Total
Zoning Permit fee waiver	\$ 490.00
<del>Increase Treasurer to full time and hourly rate (FY23)</del>	<del>\$ 36,686.00</del>
WFFD equipment request (FY23)	\$ 11,362.00
ARPA Advisory Committee project recommendations	\$ 154,245.00
Ventrac tractor (FY24-28 CIP pending Town Meeting approval)	\$ 50,000.00
Website update	\$ 15,638.00
Recordsforce land record dig.	\$ 50,644.00
D&K Additional Site Work	\$ 7,500.00
<b>TOTAL</b>	<b>\$ 289,879.00</b>
<i>Total ARPA Award</i>	<i>\$ 506,081.78</i>
<i>Remaining to be allocated</i>	<i>\$ 216,202.78</i>

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**Recommendation:**

*No action anticipated at this time.*

**Item II.13. Consider Adopting Emergency Management Ordinance**

At the Board’s meeting on June 5<sup>th</sup>, Fred Messer, Emergency Management Director, provided the Board with a draft Emergency Management Ordinance that he would like to see the Selectboard adopt. The draft has been taken from Vermont Emergency Management and is used by other communities across the state. Fred will be present to answer any questions the Board has about the Ordinance and has highlighted one section specifically [Section 5.1(d)] that he would like the Board to discuss. At the June 5<sup>th</sup> meeting, the Board also requested additional time to consider how best to address Sections 6 & 7 related to violation and enforcement. The draft enclosed includes Fred’s proposed edits.

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

**Recommendation:**

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

**Item II.14. Review proposed Road Department job description**

Included in the FY24 budget is the addition of a fourth person to the Road Department, to assist with sidewalk plowing and mowing of town properties, as well as assist with the ongoing demands of the existing Road Crew. The budget included hiring of a fourth person starting in October of 2023, and staff recommends that the Selectboard consider advertising for the job soon, anticipating that hiring may take a

201 last a couple of months. A proposed job description for the new position is enclosed for the Board's  
202 review and discussion. Once approved, staff will begin to advertise for the position. One of the  
203 outstanding questions the Board should begin to consider is whether we'd require the new hire to have a  
204 CDL already, or if the Town would be willing to support the right candidate in securing that training  
205 within a certain amount of time and condition hiring on completion of that program within that time  
206 frame. The Vermont Adult Career & Technical Education Association cites the cost of CDL A training  
207 in Vermont as \$6,000 and requiring 144 hours of training.

208

209 ***Recommendation:***

210 *Consider a motion to approve the proposed Road & Property Maintainer job description as enclosed or*  
211 *amended and to begin to advertise for the position.*

212

213 Item II.15. Work Plan quarterly check in

214 Staff is preparing an updated work plan that will be shared before the meeting on Monday, August 14<sup>th</sup>.  
215 The Selectboard should review and discussed the draft proposed, and plan to discuss again on August 28<sup>th</sup>  
216 before adopting the plan and setting the next quarter's priorities.

217

218 ***Recommendation:***

219 *No action anticipated at this meeting, but action recommend on August 28<sup>th</sup>.*

220

221 Item II.16. Consent Agenda

222

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

227

228 a. Consider Approving the Minutes of 7/10/23

229 The minutes will be shared before the meeting.

230

231 b. Bills Payable and Treasurer's Warrants

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

234

235 c. Review, approve, and authorize Town Administrator to sign FY24 Grants in Aid  
236 Agreement

237 The Town has received an award of \$12,000 for SFY24 Grants in Aid, which goes to  
238 support road improvements related to the Municipal General Permit Program run by  
239 VTDEC. The program prioritizes stormwater improvements along town road segments  
240 that have been determined to have a high likelihood of discharge to surface waters or  
241 wetlands. These funds would be used for road work in the spring/summer 2024 season.  
242 Typically, the Town meets the 20% match requirement through in-kind match of staff  
243 labor and equipment.

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d. Review, approve, and authorize Town Administrator to sign FY24 Class II Paving Grant Agreement

The Town has received an award from VTrans of \$182,590.40 to pave the first phase of East Warren Road (from Bridge Street to just before Palmer Lane). The project total was estimated at \$228,000 in April 2023. The award runs through December 2025 and the plan is to put this project out to bid in the early winter of 2024, for work in spring/summer 2024. Updates on the project, including bid documents, final proposed budget, and timeline, will be presented at future meetings. The project requires a 20% match of \$45,647, which can come from the paving reserve.

Item II.18. Town Administrator's Updates

Updates to be provided at the meeting.

**a. East Warren culvert update**

The East Warren culvert project is underway and has been slightly delayed due to the continued wet weather. The contractor, Blow and Cote, hope to have the road back to one lane open for vehicles by the week of Monday, August 14<sup>th</sup>, and updates will be posted as available. The contractor believes that they are still on track for full opening of the road in time for school to start on August 28<sup>th</sup>. Anyone with questions should continue to contact the Town Administrator ([townadmin@gmavt.net](mailto:townadmin@gmavt.net)).

**b. Route 100/17 Regional Project Refinement Report**

McFarland Johson, the consultant selected by VTrans to complete the VT Route 100/17 Regional Project Refinement Report, has submitted their final report to VTrans and provided a copy to the town (enclosed). VTrans will review the report and follow up about next steps, including how best to proceed with planning and future design at this location.

**c. Bridge Street Access Pot Holes**

Staff has heard from multiple business owners in the Bridge Street area that there are concerns about the pot holes at the driveway access off of Route 100. Staff is exploring the situation and will bring additional updates to the meeting on August 14<sup>th</sup>.

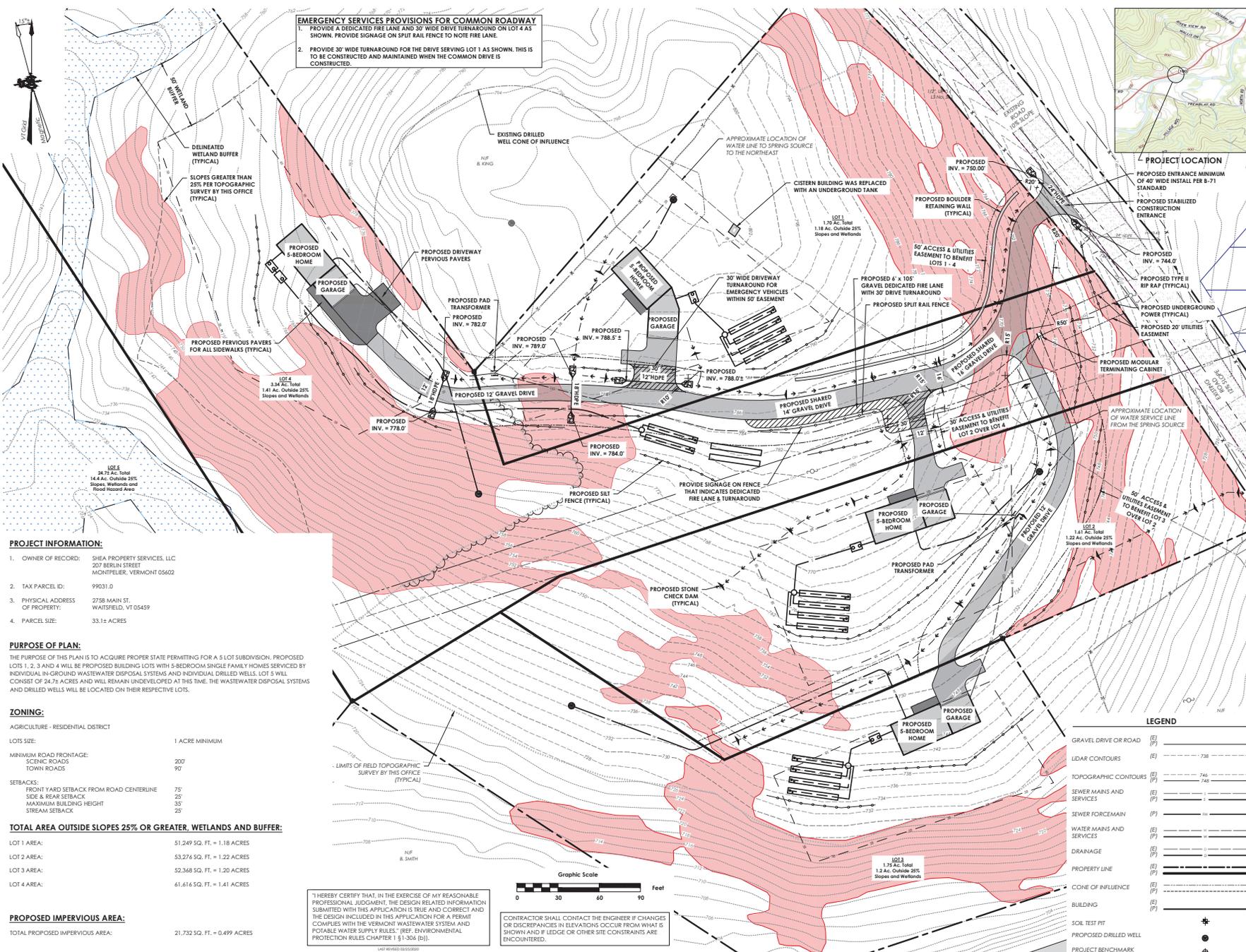
**d. VLCT Town Fair**

The 2023 VLCT Town Fair will be held on September 26-27 at the South Burlington Doubletree by Hilton. Details can be found here: <https://www.vlct.org/town-fair>

**III. OTHER BUSINESS**

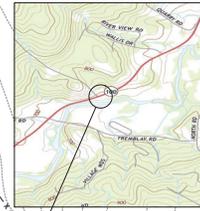
Item III.1. Correspondence/Documents/Reports received

- a. Letter from Sal Spinosa (July 12, 2023)
- b. Letter from WFFD (July 26, 2023)



**EMERGENCY SERVICES PROVISIONS FOR COMMON ROADWAY**

1. PROVIDE A DEDICATED FIRE LANE AND 30' WIDE DRIVE TURNAROUND ON LOT 4 AS SHOWN. PROVIDE SIGNAGE ON SPLIT RAIL FENCE TO NOTE FIRE LANE.
2. PROVIDE 30' WIDE TURNAROUND FOR THE DRIVE SERVING LOT 1 AS SHOWN. THIS IS TO BE CONSTRUCTED AND MAINTAINED WHEN THE COMMON DRIVE IS CONSTRUCTED.



Revisions  
 No. Description Date By  
 1 Revisions Per Town Comments & Fire Chief 03/25/2023 JFP

**PROJECT INFORMATION:**

1. OWNER OF RECORD: SHEA PROPERTY SERVICES, LLC  
207 BERLIN STREET  
MONTPELIER, VERMONT 05402
2. TAX PARCEL ID: 99031.0
3. PHYSICAL ADDRESS OF PROPERTY: 2758 MAIN ST.  
WAITSFIELD, VT 05459
4. PARCEL SIZE: 33.1± ACRES

**PURPOSE OF PLAN:**

THE PURPOSE OF THIS PLAN IS TO ACQUIRE PROPER STATE PERMITTING FOR A 5 LOT SUBDIVISION. PROPOSED LOTS 1, 2, 3 AND 4 WILL BE PROPOSED BUILDING LOTS WITH 5-BEDROOM SINGLE FAMILY HOMES SERVICED BY INDIVIDUAL IN-GROUND WASTEWATER DISPOSAL SYSTEMS AND INDIVIDUAL DRILLED WELLS. LOT 5 WILL CONSIST OF 24.7± ACRES AND WILL REMAIN UNDEVELOPED AT THIS TIME. THE WASTEWATER DISPOSAL SYSTEMS AND DRILLED WELLS WILL BE LOCATED ON THEIR RESPECTIVE LOTS.

**ZONING:**

AGRICULTURE - RESIDENTIAL DISTRICT

LOTS SIZE:	1 ACRE MINIMUM
MINIMUM ROAD FRONTAGE:	
SCENIC ROADS	200'
TOWN ROADS	90'
SETBACKS:	
FRONT YARD SETBACK FROM ROAD CENTERLINE	75'
SIDE & REAR SETBACK	25'
MAXIMUM BUILDING HEIGHT	35'
STREAM SETBACK	25'

**TOTAL AREA OUTSIDE SLOPES 25% OR GREATER, WETLANDS AND BUFFER:**

LOT 1 AREA:	51,249 SQ. FT. = 1.18 ACRES
LOT 2 AREA:	53,276 SQ. FT. = 1.22 ACRES
LOT 3 AREA:	52,348 SQ. FT. = 1.20 ACRES
LOT 4 AREA:	61,616 SQ. FT. = 1.41 ACRES

**PROPOSED IMPERVIOUS AREA:**

TOTAL PROPOSED IMPERVIOUS AREA: 21,732 SQ. FT. = 0.499 ACRES

I HEREBY CERTIFY THAT, IN THE EXERCISE OF MY REASONABLE PROFESSIONAL JUDGMENT, THE DESIGN RELATED INFORMATION SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT AND THE DESIGN INCLUDED IN THIS APPLICATION FOR A PERMIT COMPLES WITH THE VERMONT WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES (REF. ENVIRONMENTAL PROTECTION RULES CHAPTER 1 §1-306 (b)).

CONTRACTOR SHALL CONTACT THE ENGINEER IF CHANGES OR DISCREPANCIES IN ELEVATIONS OCCUR FROM WHAT IS SHOWN AND IF LEDGE OR OTHER SITE CONSTRAINTS ARE ENCOUNTERED.



**LEGEND**

GRAVEL DRIVE OR ROAD	(E) (PF)
LEADER CONTOURS	(E) ----- 738
TOPOGRAPHIC CONTOURS	(E) ----- 748
SEWER MAINS AND SERVICES	(E) -----
SEWER FORCEMAIN	(PF) -----
WATER MAINS AND SERVICES	(E) -----
DRAINAGE	(E) -----
PROPERTY LINE	(E) -----
CONE OF INFLUENCE	(E) -----
BUILDING	(E) -----
SOIL TEST PIT	(E) -----
PROPOSED DRILLED WELL	(E) -----
PROJECT BENCHMARK	(E) -----



**Lands of Shea**  
 Route 100  
 Waitsfield, VT

**Site Plan**  
 Lots 1 - 4

Date: 1/16/2022  
 Scale: 1" = 30'  
 Project Number: 21-092  
 Drawn By: JPH  
 Project Engineer: JFP  
 Approved By: JFP  
 Field Book: 354

**C3-00**



**TOWN OF WAITSFIELD  
STREET NAMING AND ADDRESSING ORDINANCE**

Pursuant to the provisions of Title 24, Vermont Statutes Annotated, Section 2291(16), the Selectboard of the Town of Waitsfield hereby establishes the following civil ordinance regarding Street Naming and Addressing.

**ARTICLE I  
PURPOSE**

The purpose for this ordinance is to establish a more uniform street naming and street addressing system throughout the Town of Waitsfield to enable people to locate addresses effectively for providing emergency services and deliveries and thereby promoting the health and safety of the public.

**ARTICLE II  
STREET NAMING AND STREET SIGNS**

- a) Every street, road, or trail, whether public or private, which provides access to three or more residences or businesses shall be assigned a name by the Selectboard. All road names will be separate and distinctive. The Selectboard may change the names of streets and name new streets within the Town when necessary to promote the public welfare.
- b) The Selectboard, upon adoption of this ordinance, shall institute a program for the installation and maintenance of street name signs in accordance with the names it establishes. All signs shall be installed and maintained to the highest degree possible allowed by budget considerations.

**ARTICLE III  
STREET ADDRESSING**

Highways officially named by the Selectboard shall be measured in segments of one/one thousandth (1/1,000<sup>th</sup>) of a mile, or 5.28 feet, from a starting point designated by the Selectboard (or its designee). Numbering of residences and businesses shall begin from the designated starting point commencing with numbers assigned by the Selectboard and increasing as they proceed away from the designated starting point. Beginning at the designated starting point, even numbers shall be assigned to the right side of the street and odd numbers to the left. Numbers shall be assigned in relation to the location of a driveway, the main entrance to a residence or business, or the center of a structure, as deemed most appropriate by the Selectboard (or its designee). Multiple unit structures composed of two or more units shall bear one number for the principal building and each unit shall be assigned a letter or number suffix.

**ARTICLE IV  
POSTING OF DESIGNATED STREET ADDRESSES**

- a) Within sixty (60) days after the receipt of notice from the Selectboard (or its designee), the owner or occupant or person in charge of a house or other building to which the address has been assigned shall affix the number to the structure. Numerals indicating the official numbers for each building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located, with letters painted or applied, of contrasting color to the background, of not less than three inches (3”) in height. If a house or other building is situated in such a way that the numbers cannot be easily seen from the roadway in front of the structure, then a sign or number post must be used in front of the structure and placed in such a way that it can be easily seen from the roadway. It shall be the responsibility of the owner or occupant or person in charge of any structure to maintain the sign or number post in a good state of repair.
- b) It shall be the duty of such owner or occupant or person in charge thereof, upon affixing the assigned number, to remove any different number which might be mistaken for, or confused with, the number assigned to said structure by the Selectboard.
- c) Each building shall display the number assigned to the frontage on which the front entrance is located. A multiple unit structure (two or more units), whether owned by one or more persons or entities, shall display one number for the principal building, to be placed in such a manner as to be visible from the road. Each unit in the multiple unit structure shall affix the letter or number suffix assigned to it at or near the front door of the unit.

**ARTICLE V  
FUTURE DEVELOPMENT**

- a) Prior to the issuance of a Zoning Permit, the property owner or developer shall procure from the Selectboard (or its designee) an official street address for each new premises. The owner or occupant or person in charge of any new premises shall display the official number of the premises in a permanent fashion pursuant to Article IV hereof within sixty (60) days of the completion of construction.
- b) When development will involve the construction of new roads or driveways, either public or private, which will provide access to three or more residences or businesses, the developer shall propose street names to the Selectboard as needed, so that the road may be named in accordance with Article II hereof. The developer shall be responsible for all reasonable costs and expenses associated with the Town of Waitsfield’s installation of street name signs for new developments.

**ARTICLE VI  
PENALTIES**

- a) In the event that the owner or occupant or person in charge of any house or building refuses to comply with the terms of this ordinance by failing to affix the number assigned within sixty (60) days after notification, or fails within said period to remove any old numbers affixed to such

house or building or elsewhere, which may be confused with the number assigned thereto, a fine of \$10.00 for each day on non-compliance with the terms thereof shall be levied upon the property owner. In addition, the Selectboard or its agents or employees shall have the authority to enter upon the premises of any house or building not in compliance with the terms of this ordinance and install a sufficient sign or number post in accordance with the provisions hereof and to charge the property owner all reasonable costs and expenses associated therewith.

b) There shall be a fine of \$500.00 for vandalism (stealing, defacing, or destroying) of public signs within the Town of Waitsfield.

## **ARTICLE VII GENERAL PROVISIONS**

a) Severability: The provisions of this ordinance are declared to be severable and if any provision hereof be adjudged invalid such judgment shall not affect the validity of any other provision.

b) Separate Offenses: Each violation of a provision of this ordinance shall be deemed a separate offense.

c) Issuing Municipal Officials: The Selectboard or its designee, shall be recognized under this ordinance as issuing municipal officials under Articles IV & Via (posting of designated street addresses). All officers of the Vermont State Police and the Washington County Sheriff's Department shall be recognized under this ordinance as issuing municipal officials under Article IIb and VIb (vandalism of public signs).

d) Designation: This ordinance may be referred to as the Waitsfield Street Naming & Addressing Ordinance and in a prosecution hereunder a copy of such ordinance, certified by the Town Clerk shall be prima facie evidence thereof. An allegation that the act constituting the offense charged is contrary to a specified provision of this ordinance shall be sufficient reference thereto.

e) Publication and Posting: This ordinance shall be published in the Valley Reporter on the 2<sup>nd</sup> day of October, 1997. Copies of this ordinance shall be posted in five public places within Waitsfield and filed with the Waitsfield Town Clerk on the 30<sup>th</sup> day of September, 1997.

f) Effective Date: This ordinance shall become effective sixty (60) days from its date of adoption unless a Permissive Referendum is called for in accordance with 24 V.S.A. Section 1973.

ADOPTED by the Waitsfield Selectboard at its meeting held on the 22<sup>nd</sup> day of September, 1997.

WAITSFIELD SELECTBOARD:

/s/ Elwin Neill, Jr.

/s/ Charles Hosford

/s/ Andreas Lehner

/s/ J. LeRoy Hadden, D.V.M.  
/s/ Allen Gaylord

Waitsfield Conservation Commission,

I am writing to express my interest in serving on the Conservation Commission. Having a long standing interest in environmental issues, starting many years ago with my undergraduate studies at UConn School of Agriculture and Natural Resources, it has become the main focus of my work since retirement.

My relevant experience has been in non-profits around climate change activism, preservation of native species habitats, and wildlife habitat. I have a long history of community involvement, from coaching soccer to participating in Knot Thursdays. I have followed the Fayston's Conservation Commission's process for the Boyce Farm property, and am familiar with the major issues facing Waitsfield with wastewater, housing density, and conservation land management.

More generally, I have served on many boards and committees, working on long-range planning, fundraising, and hiring. I remain an active board member for a youth mental health institute. I am eager to contribute my skills and experience, and become more formally involved in the Valley's conservation efforts.

Sincerely,  
Gail O'Keefe

## Education:

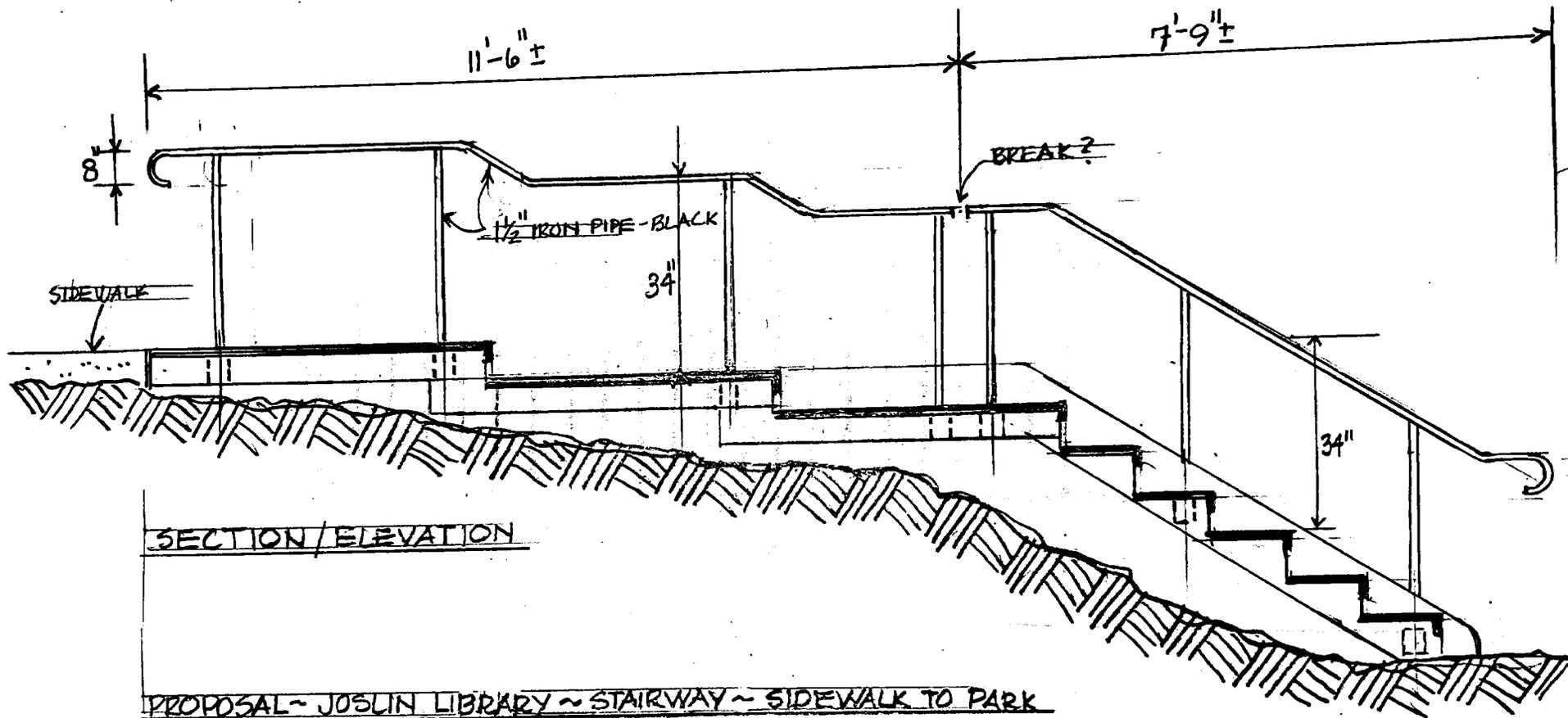
University of Connecticut, Department of Ecology and Evolutionary Biology  
Tufts University, Department Urban and Environmental Policy  
Boston College, Developmental and Educational Psychology (all but dissertation)

## Work Experience:

My most recent work experience has been as a Faculty Dean of Eliot House, Harvard College. Heading up a residential house of 450 students, my responsibilities included managing a tutorial staff of 22 graduate students, building and office staff. My focus was on community building, academic mentoring, short term counseling, committee work, and instituting House programs for improvement of student well-being.

Other work experience centered around education and mental health of youth. I've worked in classrooms as a teacher, with children in DCF as an educational advocate, as a counselor with Planned Parenthood, and on the soccer field as a coach for middle/high school girls. I have also been a foster parent to two adolescents, one still in our family as an adult.

Outside of my professional life my interests and activities have always been around environmental issues. I have been trained as a HeatSmart coach, and worked with homeowners to reduce their reliance on fossil fuel for heating and cooling, through insulation, solar panels, geothermal or air source heat pumps. My hobbies are bicycling, gardening, cross country skiing and hiking.



SCALE 1/2" = 1'-0" 7/13/23 CHARLIE H.

**Notes from Chris Badger, Energy Coordinator  
August 10, 2023**

Waitsfield Town Office EV Charger - Grant Opportunity

**Public Attraction vs. Workplace Grants for EV Charger Installation Assistance**

- <https://www.vermontevchargers.com/public-attraction-incentives/> and <https://www.vermontevchargers.com/workplace-incentives/>
- Eligibility - Government agencies are eligible
- Competitive application (\$1.44M for Level 3 and \$360k for Level 2)
- Level 2 and 3 chargers eligible - OCPP Compliant (open protocol i.e. non-Tesla)

Grant	Level 1		Level 2		Level 3	
	Hardware	Ready / Install	Hardware	Ready / Install	Hardware	Ready / Install
Workplace (1-50)	\$500	\$3,600	\$3,000	\$20,000	n/a	n/a
Public Attraction	n/a	n/a	\$3,000	\$20,000	\$30,000	\$40,000

- [Application Requirements](#) (Additional requirements in linked PDF)
  - Funding match is 5% for government agencies (include municipal)
  - Application window is open until Jan 2026 (unclear if funding rounds)
  - Attraction
    - Level 2 cap at 12 ports (\$56k) / Per applicant max \$100k (attraction)
  - Workplace 1-50
    - Level 1 cap at 4 ports (\$5,600)
    - Level 2 cap at 4 ports (\$32,000)
  - Site requirements
    - Must be located in parking lot of a public attraction (open to the public for recreation, education, music, history, agriculture, arts and artisan products).
    - Accessible to general public
    - Reasonable proximity to existing building
    - Sufficient daytime/nighttime illumination to operate charger
    - Meet ADA / HUD accessibility requirements
    - Be designed to protect charging equipment (bollards, etc.)
- Charging equipment requirements
  - Pedestal or wall mounted
  - No subscription free or membership to use the ESVE
  - Accept credit card, debit, etc.
  - Additional requirements related to equipment and installation
- Customer obligations
  - Obtain necessary permits
  - Keep equipment in good repair for min of 5 years
  - Snow removal

**Notes from Chris Badger, Energy Coordinator  
August 10, 2023**

- Signage visibility and fee disclosure
- Register site on EV charger websites

Qualified EV Charger Installers

- **Apogee** - John Casey, jcasey@apogeecharging.com  
**All VT counties**
- **Cummings Electric** - Glenn Cummings, glenn@cummingselectric.com  
Jennifer Maestas, jenn@cummingselectric.com  
**All VT counties**
- **Defiance Electric** - Peter Dionne, pdionne@defianceelectric.com  
jboucher@defianceelectric.com  
taboucher@defianceelectric.com  
**Addison, Caledonia, Orange, Rutland, Washington, Windham, and Windsor**
- **iSun** - Chris Trono, chris@isunenergy.com  
Kyle Kiser, kyle@isunenergy.com  
**All VT counties**
- **Norwich Technologies** - Jack Greene, greene@norwicksolar.com  
Berrett Walter, walter@norwicksolar.com  
**All VT counties**
- **Positive Energy** - Russ Ellis, russ@positiveenergy.us  
Eva Papoutsakis Smith, eva@positiveenergy.us  
**All VT counties**

# Elizabeth A. Cook

## EDUCATION

**Vermont Law School**, South Royalton, VT

Juris Doctor *Cum Laude*, General Practice Program Certificate, May 2013

Legal Methods Teaching Assistant, Spring 2013

**St. Lawrence University**, Canton, NY

Bachelor of Arts *Cum Laude*, May 2006, major in History, minor in Speech and Theater

Honors: Dean's List, Phi Alpha Theta History Honorary, Appointment to History Faculty Search Committee

Honors Thesis: *Shifting Representations: Gender, Class and Propaganda during the Great War, 1914-1918*

## WORK EXPERIENCE

**Mad River Valley Law**, Waitsfield, VT

*Attorney/Owner*, March 2021 to present

General civil practice with a focus on residential real estate transactions

**Darby, Kolter & Nordle, LLP**, Waterbury, VT

*Associate Attorney*, September 2013 to February 2021

General civil practice with a focus on residential real estate transactions

**South Royalton Legal Clinic**, South Royalton, VT

*Student Clinician*, Spring 2013

Researched and drafted legal memos; interviewed and counseled clinic clients and call-ins; represented a juvenile in a permanency planning hearing before the Windsor Family Court.

**Caffry Law, PLLC**, Waterbury, VT

*Legal Intern*, Summers 2011 to 2012

Performed general and legal research focused on the developmental disabilities service system in Vermont; drafted client emails and simple agreements; copyedited legal documents.

**Dartmouth Journal Services**, Waterbury, VT

*Production Specialist*, October 2009 to July 2010

*Sr. Production Assistant*, February 2009 to September 2009

*Production Assistant, August 2008 to January 2009*

Promoted two times in two years based on performance and exceptional attention to detail; managed the production of journals from the receipt of manuscripts through print; resolved production and composition queries; created and updated procedures; managed copyedit trafficking for incoming manuscripts; trained new assistants, checked quality of their work and provided feedback as necessary.

**Great West Life, Greenwood Village, CO**

*Flexible Spending Accounts Coordinator, Special Handles Team, June 2007 to July 2008*

*Flexible Spending Accounts Analyst, through Corestaff Staffing Services, November 2006 to June 2007*

Oversaw group setup and member enrollment for new clients; assisted with group and member level audits for all Flexible Spending Account clients; researched, monitored, and resolved problems with the member website; processed claims within department accuracy guidelines and timeframes.

## **COMMUNITY SERVICE**

**Vermont Adaptive Ski and Sports, Bolton, VT**

*Board Member, 2014 to 2017*

*Volunteer and Trainer, November 2008 to August 2017*

Taught ski lessons to people with special needs; participated in fundraisers and community awareness events; trained new volunteers.

Hi Annie,

Please accept this email as my letter of intent to join the Waitsfield Planning Commission. I touch with Alice and sat in on one meeting so far. With my real estate background, I could provide valuable insight to the commission. I've lived in the valley for almost 15 years, have two kids in the local school system, and have a vested interest in how town develops in the future.

I've attached my resume if needed. I'll have limited access to email this week but would be happy to answer any questions or provide additional information if needed when I return next week.

Thanks and happy fourth,  
Beth

*Elizabeth A. Cook, Esq.*

Mad River Valley Law

41 Dugway Road | P.O. Box 38

Waitsfield, VT 05673

P: 802-496-2267

F: 802-496-9267

CONFIDENTIALITY NOTICE: This e-mail (and any of the attachments accompanying it) may contain confidential or privileged information belonging to the sender. The information is only for the use of the address to which it is addressed. If you are not the addressee, please notify the sender immediately and do not disclose, copy or distribute the information in this e-mail. Thank you.

To: Waitsfield Selectboard  
From: Joshua Schwartz, MRV Planning District  
CC: Waitsfield Wastewater Planning Project Team Members  
Annie Decker-Dell'Isola, Waitsfield Town Admin.  
JB Weir, Waitsfield Planning & Zoning Admin.  
Randy Brittingham, Waitsfield Town Treasurer/Grant Admin.  
Bob Cook, Waitsfield Planning Commissioner  
Chach Curtis, Waitsfield Selectboard Member  
Robin Morris, Waitsfield Water Commissioner  
Jon Ashley, DuBois & King  
Date: August 11, 2023  
Re: Waitsfield Wastewater Planning Project Update #5

This serves as the fifth update on the Waitsfield Wastewater Planning Project, a task I'm carrying out in my role as Planning Coordination Team Lead (as articulated in the *Memorandum of Understanding between the Town of Waitsfield and the Mad River Valley Planning District for the Waitsfield Wastewater Planning Project*). The purpose of these updates is to ensure the Waitsfield Selectboard and Waitsfield Wastewater Planning Project Team Members are abreast of project status and developments, summarizing activities over the preceding weeks. This update follows Update #1 (4.14.23), Update #2 (5.5.23), Update #3 (5.26.23), and Update #4 (7.5.23).

### Recent Activities

#### Project Coordination Team (PCT)

- Meetings: 7.10, 7.17, 7.25, 7.31, & 8.9 (upcoming: 8.16, 8.23, 8.30)
- Activities:
  - Meeting weekly to coordinate various project tasks and team activities.
  - Awaiting, and encouraging, feedback from DEC in order to finalize PER.
  - On 8.7 submitted public comments on DEC Intended Use Plan (IUP)

#### Engineering/Technical Team (ETT)

- Meetings: 7.12, 7.19, 7.26, 8.1, 8.9 (Upcoming: 8.16, 8.23, 8.30)
- Activities:
  - D&K submitted the 90% PER to DEC on 5.31. Corresponding and awaiting DEC comments.
  - Awaiting feedback from state archeology regarding Environmental Information Document (EID), to initiate Finding of No Significant Impact (FNSI) hearing and results to be incorporated in final PER.
  - ETT, PCT, & D&K are working to finalize PER, to include the items listed above.
  - Provided research and analysis for correspondence with DEC staff regarding proposed ESA questions.
  - Design Phase
    - Joshua developed a workflow for the project's Design Phase, to commence with conclusion of PER and ESA approval from DEC.
    - Developing a data collection strategy for the purpose of tracking property info/outreach/etc.
    - Exploring possibility of an income survey, while also inquiring with DEC about possibility of utilizing the Waitsfield Census Designated Place (CDP), for the service area's Median Household Income (MHI).
  - Coordinating with D&K who is exploring disposal area calculations with DEC staff.

- Met with Charlie Hancock on 8.1, who shared his experiences developing the Town of Montgomery’s wastewater treatment approach. They passed a bond vote in 2020, developing capacity of 65-70k gpd, currently in the Design (Step II) phase, and have secured approx. 93% funding via grants. Takeaways: broad community visioning project kicked off effort (VCRD), Selectboard Chair serving as primary champion and communicator, great relationships with funders and regulators, started project on the front end of wastewater project requests across the state.

#### Funding Team (FT)

- Meetings: 7.13, 7.26
- Activities:
  - Draft FFY23/SFY24 Clean Water State Revolving Fund (CWSRF) Intended Use Plan (IUP)
    - On 7.13 met with DEC staff (Lynette & Hugo) to discuss questions about DEC’s Intended Use Plan (IUP). Received indication that 90% PER comments were “substantial” and “forthcoming,” possibility of new funding eligibility requirements, requested additional info on Waitsfield’s Priority List application ranking, insight on Act 250 jurisdiction, and clarified that the stated “Waitsfield Pollution Control Grant eligibility amount of \$3,358,413” is not a secured amount.
    - On 7.17 sent an email to DEC inquiring about potential eligibility requirements for Waitsfield’s wastewater final design subsidy. Received a partial response on 8.4.
    - Corresponded with DEC staff regarding Waitsfield’s Wastewater Project Priority List (PPL) application. Waitsfield’s PPL application, drafted with the assistance of DEC staff on 1/31, had 15 more points than what is included in the IUP. Inquiring as to the difference.
    - Drafted a follow-up letter on the “Waitsfield Water and Wastewater Project Funding Eligibility by Median Income memo” originally submitted to DEC by Alice Peal on 2.2 (which no response had been received). Christine Sullivan submitted the follow-up letter to DEC on 7.27.
    - On 8.7 Annie & Joshua drafted and submitted public comments on the IUP re:
      - Section 8.3.2. Planning Subsidy, Section 9.1. Affordability Criteria/Median Household Income, & Pollution Control Priority and Planning List
    - Final IUP anticipated to be adopted mid-August 2023 with new loan applications to be processed under the new IUPs.
  - Step 2 Funding: CWSRF - Final Design
    - Waitsfield’s application for Step 2 funding for 30% Final Design (including draft ESA) was submitted on 6.29.
    - On 8/3 DEC staff (Hugo) submitted an inquiry to Jon Ashley about elements of the proposed ESA. ETT & PCT members researched and provided a draft response to Jon Ashley on 8.11, to be submitted to DEC.
  - Norther Borders Regional Commission’s (NBRC) Catalyst Program
    - NBRC notification of awards and notice to unsuccessful applicants expected by 8.31.
  - Sen. Sanders FY24 Congressional Discretionary Funding Request
    - Notification anticipated after October and prior to Spring 2024.

#### Public Outreach Team (POT)

- Meetings: 8.4 (Upcoming: 8.18)
- Activity:
  - <https://www.waitsfieldvt.us/waitsfield-wastewater-planning-project/>
  - Developing a strategy to gauge project interest and collect relevant data from property owners within the proposed Wastewater Service Area. To interrelate with broader community outreach and communication.

#### **Near-Term Activities**

- Finding of No Significant Impact (FNSI) Hearing (*a component of the required environmental review of the project*)
- Finalizing ESA
- Finalizing 100% PER
- Outreach Strategy

# WOOD & WOOD

DESIGN • SIGN SYSTEMS • DISPLAY SYSTEMS • CUSTOM MILLWORK

98 CARROLL ROAD • WAITSFIELD, VERMONT 05673

July 12, 2023

Mad River Path  
Misha Golfman  
[misha@madriverpath.org](mailto:misha@madriverpath.org)

**Project: MAD RIVER PATH EXTERIOR SIGNS**  
**DESIGN SCOPE OF SERVICE**  
**PROPOSAL No. 5211DS**

Thank you for the opportunity to provide this Design Scope of Service.

### Category 1: WAIT HOUSE INFORMATION/RESTROOM SIGNS

We will assist in refurbishing your one sided, hanging signs. A quantity of one for information and restrooms, fabricated with PVC background and painted copy. A quantity of one directory which will have a quantity of 4 aluminum panels with vinyl copy.

Approximate design consultation & working drawing cost ..... \$135 - \$235  
Approximate fabrication cost ..... \$750 - \$850

### Category 2: WAYFINDING ARROWS SIGNS

We will assist in designing wayfinding arrow signs. There will be a quantity of 70, one sided, sized at 3" x 3" and a quantity of 20, one sided, sized at 8" x 8". Copy will include logos and arrows and could be digitally printed on DiBond aluminum.

Approximate design consultation & working drawing cost ..... \$190 - \$240  
Approximate fabrication cost ..... \$800 - \$875

### Category 3: KIOSK SIGNS

We will assist in designing a quantity of 6, one sided, minor kiosk signs and a quantity of 1, one sided, major kiosk signs. Copy and logos could be digitally printed on DiBond aluminum. Post system by others.

Approximate design consultation & working drawing cost ..... \$565 - \$975  
Approximate fabrication cost ..... TBD  
Approximate mockups/pen plot cost ..... \$50 - \$75

**Design:** Pricing is approximate until drawings are completed and approved. Design time will be invoiced at **\$75 per hour** for Wood & Wood staff and **\$115 per hour** for Sparky Potter. **By signing this contract, you are agreeing to have Wood & Wood start the drawing process for signs to fit into the above-mentioned price ranges.** The deliverables that you can expect from Wood & Wood include design consulting with rough sketches, which (after approval) will evolve into computer generated drawings done to scale in black and white or in color. Further consulting will occur to keep us on track. The final stage is a detailed working drawing with all installation details for final approval before production. Samples, paper layouts or mockups are valuable for ensuring that sizing is correct, materials and colors are appropriate and that the town/city officials feel comfortable moving forward with your permits and/or approvals. They are NOT included in the hourly design rate. These design tools and costs will be discussed and invoiced as requested or approved by the client.

**Timeline:** Timeline for designing your project could be 4-6 weeks depending on your review process, structure review and possible engineering. Upon completion of design and final fabrication proposal with delivery and installation costs

30"

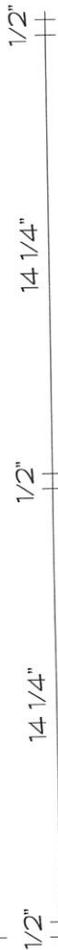


2 3/8" TALL LETTERS

2" TALL LETTERS

3/4" THICK PVC BACKGROUND PAINTED FLAT WHITE  
 1/4" WIDE PINSTRIPE AND COPY PAINTED FLAT BLACK  
 EXISTING STEEL BRACKETS SPRAY PAINTED FLAT BLACK

30"



4 1/4"

1/2"

4 1/4"

15"

EXISTING 3/4" THICK MDO PLYWOOD BACKGROUND PAINTED FLAT WHITE  
 NEW 1/8" THICK COMPOSITE ALUMINUM BACKGROUNDS PAINTED FLAT BLACK (QTY = FOUR)  
 MATTE WHITE VINYL LETTERS

1" TALL CAP LETTERS

5/8" TALL CAP LETTERS

APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_

notes

# 5211

MAD RIVER PATH  
 INFORMATION  
 SIGNS

EXISTING EXTERIOR  
 SIGN MOUNT  
 QTY = ONE EACH  
 ONE-FACED;  
 TOTAL OF FIVE

client

MAD RIVER PATH

scale

3" = 1' - 0"

file name

MRP INFORMATION

date

6/28/2023

drawing

JMH-D

**SPARKY POTTER**  
**DESIGN GROUP**

**WOOD & WOOD**  
 DESIGN • SIGN SYSTEMS  
 INTERIORS • DECORATIVE ARTS  
 98 GARROLL ROAD  
 WAITSFIELD, VERMONT 05673



802-496-3000  
 802-496-7916 FAX

woodwood@madriver.com

**DRAFT v2.1**

The Selectpersons of the Town of Waitsfield hereby ordain:

**ARTICLE I - OFFICE OF EMERGENCY MANAGEMENT**

**Section 1. Short Title.**

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

**Section 2. Intent and Purpose.**

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

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

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

**Section 3. Definitions.**

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

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

**DRAFT v2.1**

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

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

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

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

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

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

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

**Section 4. Organization and Appointments.**

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

(2) The Organization shall consist of the following:

## DRAFT v2.1

(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

**DRAFT v2.1**

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

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

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

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

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

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

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

(d) Local Emergency Management Director may obtain vital supplies, equipment and other properties found lacking and needed for the protection of health, life and property of the people, and bind the Town for the fair value

**DRAFT v2.1**

thereof. **Emergency Management Director shall not exceed combined expenditures of \$10,000 without Select Board Authorization.**

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

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

(2) Town Emergency Management Coordinator.

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

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

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

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

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

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

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

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

### **Section 6. Violation of Regulations.**

It shall be unlawful for any person to violate any of the provisions of this Ordinance or the Regulation of Plans issued pursuant to the authority contained within, or to willingly obstruct, hinder or delay any member of the emergency management organization as herein define in the enforcement of the provisions of this Ordinance or any written Regulation or Plan issued thereafter.

### **Section 7. Penalty.**

1. This ordinance shall be exempt from the "Town of Waitsfield's Enforcement of Ordinances" ordinance. No civil penalties will be assessed for violation of this ordinance.

2. When at the discretion of the Emergency Management Director/Coordinator, a person or groups of persons violate this ordinance, he/she will notify such individuals via phone or electronic means of their violation. The EMD will explain the necessity of this ordinance and invite their voluntary cooperation and

**DRAFT v2.1**

compliance. The EMD may invite such people or groups to join the Town of Waitsfield’s officially sponsored emergency relief efforts.

3. If the violation continues, the Select Board may send a certified letter to the individual or individuals requesting their appearance before the Select Board to explain their actions. The Select Board may take such actions as they deem appropriate and necessary to assure the smooth operation of Waitsfield's Office of Emergency Management and its official emergency relief efforts.

**Section 8. Severability.**

Should any provision of this Ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this Ordinance, as a whole, it being the legislative intent of the provisions of this Ordinance shall be severable and remain valid notwithstanding such declaration.

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

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

**Section 10. Effective Date.**

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

Dated at Town of Waitsfield, County of Washington, State of Vermont this \_\_\_\_\_ day of \_\_\_\_\_.

Town of Waitsfield Selectboard

\_\_\_\_\_  
Chairperson

**DRAFT v2.1**

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Vice-Chair

---

Selectboard Member

---

Selectboard Member

---

Selectboard Member



## TOWN OF WAITSFIELD

### ROAD DEPARTMENT Road & Property Maintainer Job Description

#### **PURPOSE AND GOALS OF WORK**

The purpose of the Road Department is to maintain a safe, pleasant, and economical road system for the people of Waitsfield and for visitors to the Town. To this end, the road crew plans work and equipment schedules to make wise use of the Town's resources. The crew works cooperatively and courteously with the public to attain these goals and communicate the importance of the Department's work and constraints of its resources.

#### **NATURE AND VARIETY OF WORK**

Maintainers operate a variety of vehicles, including pick-up trucks, dump trucks, graders, loaders, light rollers, jackhammers, chain saws, snow plows, sanders, and salters. During the summer, vehicles are operated chiefly for the purpose of hauling road materials, equipment or supplies, and mowing; in winter, snow plowing and removal, sanding and salting are the major duties. When not driving, workers perform miscellaneous laboring duties in connection with Road Department and Town maintenance and construction activities such as cleaning ditches and culverts, guard rails repair, cutting and mowing along roadsides and town properties, assist with maintaining town properties and right of ways, and performing preventative maintenance tasks making minor repairs and adjustments on vehicles.

#### **RESPONSIBILITY AND SUPERVISORY RELATIONSHIPS**

Maintainers will receive instructions from the Road Forman who is responsible for carrying out the established policies and procedures. Like all Town personnel, Maintainers are ultimately responsible to the Selectboard and are expected to work cooperatively with the Road Commissioner and other Town personnel. Each Maintainer is responsible for the safe operation of equipment he is assigned to. Maintainers may occasionally be called upon to supervise helpers and laborers engaged in the department's work. Road Department personnel will also be required to be on-call 24 hours a day, seven days a week, from November 15 to April 15 of each year, which means being reachable by telephone, cell phone, pager, or some other reliable device.

#### **SKILLS REQUIRED**

Skill in handling controls for starting, stopping, backing, and driving vehicles, judging overhead and side clearances, turning radii, braking distances, etc., and knowledge of safety rules and regulations for moving vehicles are of paramount importance to this position. Related to these is knowledge of loading and securing techniques to ensure safe cargo delivery. In addition, Maintainers should have the initiative and mechanical ability to make minor repairs and

adjustments to motor vehicles. Maintainers must possess a valid commercial driver's license (CDL) and be able to legally operate the types of equipment described above.

Commented [TA1]: Should a CDL be required or preferred?

Since Maintainers spend a portion of their time in highway repair and maintenance, they should have some knowledge of methods used in such laboring during as repairing shoulders, hard-surfaced roads and sidewalks, repairing guard rails, cutting brush and grass, and cleaning and installing culverts. Communication and interpersonal skills should include the ability to understand and follow oral and written instructions, to keep simple records, and to generally cooperate effectively with supervisors, co-workers, contractors, and the general public.

Physical requirements include adequate vision and hearing. Maintainers should have the physical agility to perform the types of work in this description, including being able to operate vehicle controls, to lift objects to be hauled, and to work out-of-doors for extended periods of time under adverse weather conditions. During snow removal operations, workers may be required to work long hours and be able to endure severe fatigue.

August 2023

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, July 10, 2023**

4 **Draft**

5  
6 **I. Call to Order:** The meeting was called to order at 6:30 pm by Brian Shupe. The meeting was  
7 held remotely via Zoom.

8 Members Present: Chach Curtis, Jordan Gonda, Fred Messer, Brian Shupe

9 Staff Present: None

10 Others Present: Beth, Bob Cook, Jennifer Stella

11  
12 **II. Regular Business.**

13  
14 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

15 Several adjustments were agreed upon.

16  
17 **MOTION:** *A motion was made by Ms. Gonda to remove items 3, 4, 5, 7, 8, and 9 from the*  
18 *agenda; to adjust to content of Item 6 to include a report from the Emergency Management*  
19 *Director and consider the authorizing the Director to expend funds, but not include*  
20 *consideration of adoption of the Emergency Management Plan; and to add Bills Payable and*  
21 *Treasurer's Warrants to the Consent Agenda. The motion was seconded by Mr. Messer. All*  
22 *voted in favor.*

23  
24 **2. Public Forum.**

25 Nobody present requested time to address the Board.

26  
27 **3. Consider road name request.**

28 This item was postponed.

29  
30 **4. Wastewater Planning Project Update.**

31 This item was postponed.

32  
33 **5. Waitsfield Municipal ARPA Funding Update.**

34 This item was postponed.

35  
36 **6. Consider adopting Emergency Management Ordinance.**

37 This item was adjusted to allow for a report from Mr. Messer, Emergency Management  
38 Director, and to consider authorizing his expenditure of Emergency Management Funds.

39  
40 Mr. Messer reported on the current situation regarding flooding and potential flooding, and  
41 noted that he will ask the Board to consider appointing an Emergency Shelter Manager at an  
42 upcoming meeting in order to have this position in place for any future emergencies.

43  
44 Mr. Messer expressed his gratitude to the Town Road Crew for the preparation measures taken  
45 to protect the roads during the current storm event. He also thanked Jennifer Peterson and  
46 Lisa Loomis for their efforts in keeping social media updated for residents.

47  
48 **MOTION:** *A motion was made by Ms. Gonda to authorize the Emergency Management Director*  
49 *to expend up to \$10K in expenses related to the current State of Emergency declared by*  
50 *Governor Scott. The motion was seconded by Mr. Curtis. The motion passed, with Mr. Messer*  
51 *abstaining.*

52  
53 **7. Historic General Wait House discussion.**

54 This item was postponed.

55  
56 **8. Work Plan check in.**

57 This item was postponed.

58  
59 **9. Town Plan amendments discussion.**

60 This item was postponed.

61  
62 **10. Consider .gov domain application.**

63 Mr. Shupe pointed to Ms. Decker-Dell'Isola's written explanation for this change included in the  
64 Town Administrator's Report.

65  
66 **MOTION:** *Mr. Curtis made motion to apply for a .gov domain for the Town of Waitsfield website*  
67 *and authorize the Selectboard Chair to sign an authorization letter on the Town's behalf. The*  
68 *motion was seconded by Mr. Messer. All voted in favor.*

69  
70 **11. Consent Agenda.**

71  
72 **MOTION:** *A motion to approve the consent agenda, consisting of the items listed below, passed*  
73 *unanimously.*

- 74  
75
  - Approve minutes of 6/26/2023
  - Bills Payable and Treasurer's Warrants

76  
77  
78 **12. Selectboard Roundtable.**

79 Mr. Shupe reported that the Friends of Virginia had transferred monies to the Town, and that  
80 future architectural landscaping work will need to go through an RFP bidding process; this will  
81 be on an upcoming meeting agenda.

82 Ms. Gonda asked if there had been any discussion this year regarding jumping from the roof of  
83 the covered bridge; as there had been none, she indicated that she would follow up with Ms.  
84 Decker-Dell'Isola regarding this matter.

85 **13. Town Administrator's Updates.**

86 No updates were provided.

87 **14. Executive Session.**

88

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

91 The meeting entered Executive Session at 7:28 pm and came back into open session at 7:40 pm.

92 **IV. Other Business**

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

94 **IV. Adjourn**

95 The meeting adjourned at 7:40 pm.

96 Respectfully submitted,

97 Carol Chamberlin, Recording Secretary

**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Waitsfield**, a **US Local Government**, with its principal place of business at **4144 Main Street, Waitsfield, VT 05673**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:
  - Grant Agreement - Part 2 - Grant Agreement
  - Grant Agreement - Part 1 - Grant Award Detail
  - Attachment A - Scope of Work
  - Attachment B - Payment Provisions
  - Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
  - Attachment D - Other Provisions
  - Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment D - Other Provisions
  - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
  - 4) Attachment A - Scope of Work
  - 5) Attachment B - Payment Provisions
  - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont  
Agency of Transportation

Grantee:  
**TOWN OF WAITSFIELD**

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

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

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

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

Name: Joe Flynn

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

Title: Secretary of Transportation

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

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: GA0679		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Grants in Aid - FY24			
<sup>4</sup> Amount Previously Awarded: <b>\$0.00</b>		<sup>5</sup> Amount Awarded This Action: <b>\$12,000.00</b>	
		<sup>6</sup> Total Award Amount: <b>\$12,000.00</b>	
<sup>7</sup> Award Start Date: Jul 01, 2023		<sup>8</sup> Award End Date: Sep 30, 2024	
<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<sup>10</sup> Vendor #: 0000040590		<sup>11</sup> Grantee Name: Town of Waitsfield	
<sup>12</sup> Grantee Address: 4144 Main Street			
<sup>13</sup> City: Waitsfield		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05673
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08100
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ <u>\$3,000.00</u> Description: 20% Required Match	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee Identifier [UEI] #: KJCLKHNSFKW8		<sup>22</sup> Indirect Rate: <u>N/A</u> % <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$12,000.00	\$12,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

**FEDERAL FUNDS**

*(includes subrecipient Global Commitment funds)*

**Required Federal Award Information**

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		<b>\$0.00</b>	<b>\$12,000.00</b>	<b>\$12,000.00</b>			

**SECTION IV - CONTACT INFORMATION**

<p><b>STATE GRANTING AGENCY</b></p> <p>NAME: Ross Gouin          TITLE: Grants in Aid Project Coordinator          PHONE:Cell (802) 595 - 2381          EMAIL: ross.gouin@vermont.gov</p>	<p><b>GRANTEE</b></p> <p>NAME: Annie Decker-Dell'Isola          TITLE: Town Administrator          PHONE:Office: (802) 496 - 2218 ext: 5          EMAIL: townadmin@gmavt.net</p>
---	--

## ATTACHMENT A SCOPE OF WORK

### 1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Waitsfield**

### 2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

#### **Grantee Agrees to:**

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

#### **BMPs include:**

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

### 3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov) for details on how to obtain a sign.

### 4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

## ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: [Grantsinaid@vermont.gov](mailto:Grantsinaid@vermont.gov)

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

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

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

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

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

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

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

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

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

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

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

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

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

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

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

## **27. Termination:**

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

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

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D  
OTHER PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe ([www.digsafe.com](http://www.digsafe.com)). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
  
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:  
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

**ATTACHMENT E**  
**DOT Standard Title VI Assurances and Non-Discrimination Provisions**  
**(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

***Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

**Part 2 – Grant Agreement**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Waitsfield**, a **US Local Government** with its principal place of business at **4144 Main Street, Waitsfield, VT 05673**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **18** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement  
Grant Agreement Part 1 – Grant Award Detail  
Attachment A - Scope of Work  
Attachment B - Payment Provisions  
Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)  
Attachment D - Other Provisions  
Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions  
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

4. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment D – Other Provisions
  - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
  - 4) Attachment A – Scope of Work
  - 5) Attachment B – Payment Provisions
  - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont  
Agency of Transportation

Grantee:  
**TOWN OF WAITSFIELD**

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

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

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

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

Name: Joe Flynn

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

Title: Secretary of Transportation

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

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: P02119		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____	
<sup>3</sup> Grant Title: Town Highway Class 2 Roadway Program - FY24			
<sup>4</sup> Amount Previously Awarded: <b>\$0.00</b>		<sup>5</sup> Amount Awarded This Action: <b>\$182,590.40</b>	<sup>6</sup> Total Award Amount: <b>\$182,590.40</b>
<sup>7</sup> Award Start Date: Jul 01, 2023		<sup>8</sup> Award End Date: Dec 31, 2025	<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<sup>10</sup> Vendor #: 0000040590		<sup>11</sup> Grantee Name: Town of Waitsfield	
<sup>12</sup> Grantee Address: 4144 Main Street			
<sup>13</sup> City: Waitsfield		<sup>14</sup> State: VT	<sup>15</sup> Zip Code: 05673
<sup>16</sup> State Granting Agency: Vermont Agency of Transportation			<sup>17</sup> Business Unit: 08100
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$ 20% Description: LOCAL SHARE	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee Identifier [UEI] #: KJCLKHNSFKW8		<sup>22</sup> Indirect Rate: <u> N/A </u> % <small>(Approved rate or de minimis 10%)</small>	<sup>23</sup> FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06		<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):			

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$182,590.40	\$182,590.40	Transportation Fund

**FEDERAL FUNDS**

*(includes subrecipient Global Commitment funds)*

**Required Federal Award Information**

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		<b>\$0.00</b>	<b>\$182,590.40</b>	<b>\$182,590.40</b>			

**SECTION IV - CONTACT INFORMATION**

<p><b>STATE GRANTING AGENCY</b></p> <p>NAME: Michelle Redmond          TITLE: District 6          PHONE:Cell (802) 291 - 3938          EMAIL: michelle.redmond@vermont.gov</p>	<p><b>GRANTEE</b></p> <p>NAME: Annie Decker-Dell'Isola          TITLE: Town Administrator          PHONE:Office: (802) 496 - 2218 ext: 5          EMAIL: townadmin@gmavt.net</p>
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**ATTACHMENT A  
SCOPE OF WORK**

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 70% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.



## FY 2024 Municipal Highway Grant Application

APPLYING FOR:  Structures  Class 2 Roadway  Emergency

MUNICIPALITY: Waitsfield MUNICIPAL CONTACT (name): Annie Decker-Dell'Isola

MAILING ADDRESS: 4144 Main Street, Waitsfield VT 05673

Phone: (802) 496-2218 E-Mail: townadmin@gmavt.net

ACCOUNTING SYSTEM:  Automated  Manual  Combination

DUNS #: 118081181 Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Michelle Redmond

Phone: (802) 291-3938 E-Mail: michelle.redmond@vermont.gov

**SCOPE OF WORK TO BE PERFORMED BY GRANTEE**

**Location of Work.** The work described below involves the following town highway / structure:

TH# 1, (Name) Bridge St & East Warren Road which is a class II town highway.

Bridge # \_\_\_\_\_, which crosses \_\_\_\_\_

Culvert # \_\_\_\_\_, for which the original size was \_\_\_\_\_ and the replacement size is \_\_\_\_\_

Causeway: \_\_\_\_\_

Retaining Wall: \_\_\_\_\_

Latitude: 44.189243417827036 Longitude: -72.8233798061366 MM (If Available): \_\_\_\_\_

**Problem:**

The existing paved roads are old and worn and need to be replaced.

**Reason For Problem:**

Typical weathering as a result of age and use. The paved roads are in need of repair (some sections require reclaim and all require repaving). The entirety of East Warren Road is identified as the next primary paving need in Waitsfield based on the Town's capital plan. This is the first section that needs to be addressed.

**Proposed Scope of Work:**

Portions of two Class II roads requiring repaving. 1.) Bridge Street (TH 1) (1,700ft x 22ft) from the Waitsfield covered bridge to the intersection of Bridge Street, Joslin Hill, and East Warren Road requires reclaiming and then paving (Type III asphalt). This phase length is about 3/10 mile. 2.) East Warren Road (TH 1) (3,696ft x 24ft) from the Bridge Street/Joslin Hill/East Warren Road intersection up 7/10ths of a mile (just before Palmer Lane). Shim and overlay 2" Type III asphalt.

**Detailed Cost Estimate (below or attached):**

see attached

Estimated Project Amount: \$ 228,238.00

Estimated Completion Date: 12/31/2024

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality <b>MUST</b> complete the following environmental resource checklist:	
<b>EXISTING STRUCTURES:</b> (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
<input type="checkbox"/> Other:	
<b>PROJECT DESCRIPTION:</b> (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input checked="" type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input checked="" type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input checked="" type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input checked="" type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**Below this line to be filled in by VTrans staff:**

Recommended Award Amount: \$ 182,590.40

District Staff Approval: (name) Michelle Redmond Date: 4/28/23

# Bridge Street & East Warren Road Paving Project Budget

	Total Units		Price per Unit	TOTAL
Reclaim 1700ft x 22ft on Bridge Street	4156	square yards	\$ 4.10	\$ 17,039.60
Paving (asphlat for Bridge Street and E. Warren Road sections)	2050	tons	\$ 89.00	\$ 182,450.00
Shoulder work on Bridge Street & East Warren Road				\$ 8,000.00
			<b>Total</b>	\$ 207,489.60
<i>Construction Contingency</i>			<i>10% of Total</i>	\$ 20,748.96
			<b>Final Project Total</b>	\$ 228,238.56

**ATTACHMENT B  
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: Michelle Redmond  
Title: District Project Manager  
Address: Vermont Agency of Transportation  
District 6  
1736 US Route 302  
Berlin, VT 05641

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

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

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

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

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

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

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

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

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

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

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

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

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

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

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

**27. Termination:**

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

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

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe ([www.digsafe.com](http://www.digsafe.com)). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
  
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:  
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

## ATTACHMENT E

### The United States Department of Transportation

### Standard Title VI/Non-Discrimination Assurances

### DOT Order No. 1050.2A

#### ***Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

**Regional Project Refinement Report**

FOR

**Waitsfield STP 013-4(55)**

**VT Route 100 / VT 17 / Bragg Hill Road Intersection in Waitsfield**

July 14, 2023

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Prepared for:

Vermont Agency of Transportation

Prepared by:



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## I. Existing Conditions

The VT Route 100, VT Route 17 and Bragg Hill Road (TH-24) intersections are located on the Mad River Byway. The intersection is located at MM 2.648 on VT Route 100 and MM 0.214 on VT Route 17. See Appendix B for the Location Map.

The existing conditions were gathered from a combination of site visits, the town’s website and the Route Logs. See Appendix C for the Route Logs.

	<u>VT-100</u>	<u>VT-17</u>	<u>Bragg Hill Road</u>
Roadway Classification	Minor Arterial	Major Collector	Class III Road
Year Built	1700s	1965	Unknown
Ownership	State of Vermont	State of Vermont	Town of Waitsfield

### Purpose

McFarland Johnson, Inc. (MJ) has prepared this project refinement report for the Waitsfield STP 013-4(55) project located in the Town of Waitsfield. The report was developed to support the Vermont Project Selection and Prioritization (VPSP2) process. As stated on the Agency’s website, the VPSP2 is a mechanism to identify, prioritize, and select state transportation capital improvement projects on the federal aid system. The focus of this report is to evaluate and document the potential needs, data, and stakeholder information necessary for the project as a part of that mechanism. The project is in the Town of Waitsfield and encompasses improvements at the intersection of VT Route 100, VT Route 17 and Bragg Hill Road.

### Need

The VT Route 100, VT Route 17 and Bragg Hill Road intersections are considered deficient based on substandard geometry, designation as a high crash location, stormwater runoff onto abutter properties and lack of multi-modal amenities.

- **Substandard Geometry:** The intersection of VT Route 100 and VT Route 17 is a stop controlled “Y” intersection with VT Route 100 as the uncontrolled leg. The intersection is located on a steep grade and VT Route 17 intersects VT Route 100 at a significant skew angle. The grade and large skew angle reduce driver visibility of approach traffic on VT Route 100. The Town of Waitsfield noted that although the sight lines at the intersection might technically meet the required standards, functionally it is still a very difficult area to make a turn, particularly due to the grade, and it is very difficult to see, especially from certain models of vehicles.
- **Safety for all users:** There are no pedestrian/bicycle accommodations within the intersection. In the last few decades, the Town of Waitsfield has focused on improving active transportation along the VT Route 100 corridor and improving pedestrian and cyclist access through the Mad River Byway. The intersection of VT Route 100 and VT Route 17 is located in the middle of this connectivity initiative. The Town desires to make improvements at this intersection to improve safety for pedestrians and bicyclists. The Mad River Recreation Hub project is focused on trail connectivity and accessibility in the Mad River Valley and beyond, including the trails surrounding this intersection.

The Mad River Valley Chamber of Commerce relocated their new welcome center in November 2022 to a property adjacent to this intersection on VT Route 17. The relocated welcome center will attract bicyclists and pedestrians. Improvements at the intersection should address the current intersection safety and operation deficiencies and include geometric modifications, shoulder treatment/modifications, intersection identification/treatment, bicyclist considerations/ improvements, pedestrian considerations/improvements, transit access considerations/ improvements and access management considerations/modifications.

- Stormwater Runoff: The terrain in the area slopes steeply from the north to the south and directs stormwater runoff toward an abutting property. This runoff has been a cause for concern for the abutter and Town of Waitsfield. Improvements at the intersection should address these concerns.

**Design Criteria**

The design standards for VT Route 100, VT Route 17 and Bragg Hill Road include the Vermont State Standards, dated October 22, 1997 and the Policy on Geometric Design of Highways and Streets (AASHTO Green Book, 2018). Minimum standards are based on the roadway functional classifications and traffic data from 2021 on the Transportation Data Management System – MS2 (Appendix F).

VT Route 100 Design Criteria

Design Criteria	Source	Existing Condition	Minimum Standard	Comment
Lane and Shoulder Widths	VSS Table 4.3	11’/4’ (30’)	11’/5’ (32’)	
Clear Zone Distance	VSS Table 4.4	No Issues Noted	16’ fill / 14’ cut	
Banking	VSS Section 4.13	Unknown Super	6% (max)	Side Road (VT 17) intersects on outside of curve.
Speed	VSS Section 4.3	30 mph	N/A	
Stopping Sight Distance	VSS Table 4.1	300’	200’	
Bicycle/Pedestrian Criteria	VSS Table 4.7	3’ Shoulder	3’ Shoulder	

**VT Route 17 Design Criteria**

Design Criteria	Source	Existing Condition	Minimum Standard	Comment
Lane and Shoulder Widths	VSS Table 5.3	11'3" (28')	11'3" (28')	
Clear Zone Distance	VSS Table 5.5	No Issues Noted	16' fill / 14' cut	
Banking	VSS Section 5.13	NC	8% (max)	
Speed	VSS Section 5.3	30 mph	N/A	
Stopping Sight Distance	VSS Table 5.1	300'	200'	
Bicycle/Pedestrian Criteria	VSS Table 5.8	3' Shoulder	3' Shoulder	

**Bragg Hill Design Criteria**

Design Criteria	Source	Existing Condition	Minimum Standard	Comment
Lane and Shoulder Widths	VSS Table 6.3	22' (no paint)	9'2" (20')	
Clear Zone Distance	VSS Table 6.5	No Issues Noted	12' fill / 10' cut	
Banking	VSS Section 6.12	NC	8% (max)	
Speed	VSS Section 6.2	30 mph	N/A	
Stopping Sight Distance	VSS Table 6.1	300'	200'	
Bicycle/Pedestrian Criteria	VSS Table 6.8	No paint	1' Shoulder	

**Utilities**

The project area includes public utilities both above (electric and telephone) and below ground (stormwater lines) that should be considered in the design. Coordination with the utility owners will be necessary during design.

Municipal Utilities

- A stormwater line cross VT Route 17 west of the intersection. Another crosses across VT Route 100 south of the intersection. These stormwater systems can be viewed on the Waitsfield SWMP BMP Summary Sheet in Appendix E.
- There is an underground water main crossing VT Route 100 just north of Bragg Hill Road and running along the east side of VT Route 100 and the north side of Bragg Hill Road. A water line connecting to the water main crosses VT Route 100 south of the intersection connecting to one of the property abutters. These water lines can be viewed in the Town of Waitsfield Water Main Plans (Appendix J).
- The Town is currently planning for a wastewater system which, if approved for construction, could also have both service and collection lines in this project area. The project is currently transitioning from preliminary engineering to design. The Town of

Waitsfield desires coordination with this project to take place early on in design. For more information, contact the Town of Waitsfield and visit the project's webpage <https://www.waitsfieldvt.us/2022-wastewater-and-water-feasibility-study/>.

#### Aerial Utilities

- Electric and telephone lines are in the proposed project area crossing VT Route 100, VT Route 17 and Bragg Hill Road at the intersection.

#### Underground Utilities

- Unknown at this time.

#### **Right-Of-Way**

VT Route 100 at its narrowest point in the project area has a Right-Of-Way (ROW) width of 66', but there is a lot of flexibility for construction according to the most recent construction project plans (Appendix D). VT Route 17 at its narrowest point in the project area has a ROW width of 49.5'.

#### **Resources**

Resource areas should be evaluated and confirmed prior to advancing the design.

#### ***Biological:***

##### Wetlands/Watercourses

None known.

##### Wildlife Habitat

None known.

##### Rare, Threatened and Endangered Species

None known.

##### Agricultural

According to NRCS soils mapping on the ANR Natural Resource Atlas, Colton gravelly sand is mapped. See Appendix K.

##### Brown Fields and Contaminated Soils

None known.

#### ***Historic:***

None known.

#### ***Archaeological:***

None known.

***Hazardous Materials:***

According to the Vermont Agency of Natural Resources (ANR) Vermont Hazardous Sites List, there is one hazardous waste generator adjacent to the project area. See applicable document in Appendix M.

***Stormwater:***

No stormwater permits are known at this time.

## **II. Community/Municipal Involvement**

### **Community/Municipality Participation**

The Mad River Byway Extension Corridor Management Plan ([https://centralvtplanning.org/wp-content/uploads/2012/03/100\\_Byway\\_CMP\\_72dpi1.pdf](https://centralvtplanning.org/wp-content/uploads/2012/03/100_Byway_CMP_72dpi1.pdf)) is a plan completed in 2007. The purpose was to designate VT Route 100 and VT Route 17 as a “Vermont Byway” under the Vermont Byways Program. As a Vermont Byway, the roadway is eligible for funds through the National Scenic Byway Program to facilitate planning activities that will support initiatives along the corridor, including transportation, preservation, and economic development.

This designation change was supported by various stakeholders including municipal selectboard, Central Valley Regional Planning Commission (CVRPC), Vermont Agency of Transportation (VTrans), ANR, and others (Page 11). The corridor management plan laid the foundation to qualify this area as a “Vermont Byway” under the Vermont Byways Program. Currently, VT Route 100 and VT Route 17 (from the VT Route 100/VT Route 17 intersection west to the Appalachian Gap) are officially considered Vermont byways as a part of the Mad River Byway. The intersection of VT Route 100 and VT Route 17 was noted in the plan as an intersection in need of improvements and the plan cited the Scoping Study performed in 2000 on the intersection (Appendix A).

### **Community/Municipality Contribution**

Mad River Valley Active Transportation Plan ([mrv-active-transportation-plan-doc\\_final\\_opt.pdf](#) ([wordpress.com](#))), also known as the Mad River Valley Moves Active Transportation Plan, was led by the Mad River Planning District and funded in partnership by the VTrans Strong Communities, Better Connections Program, Vermont Agency of Commerce and Community Development (ACCD), Towns of Fayston, Moretown, Warren, & Waitsfield, the Mad River Valley Rotary Club and the Mad River Valley Chamber of Commerce. It was completed in 2016.

This plan highlights the community’s need for stronger “active transportation” accommodation to:

1. Improve quality of life and support an active and outdoor recreation-oriented lifestyle.
2. Contribute to tourism and economic development
3. Increase tax revenues
4. Increase property values and make homes easier to sell
5. Attract residents, businesses, and a high-quality workforce

The plan highlights methods to create more multi-modal systems in the various municipalities, as well as public engagement surveys, economic impact analysis, education/outreach opportunities, etc.

According to the Future Opportunities Map that highlights Irasville (Page 85), the intersection of VT Route 100, VT Route 17 and Bragg Hill Road was determined to be a location that is a primary node of interest and was considered for future major on-road connections, major off-road connections, and minor off-road connections (Definitions found on page 70).

The Waitsfield Town Plan section on Transportation (<https://centralvtplanning.org/wp-content/uploads/2012/03/CENTRAL-VT-REGIONAL-PLANNING-Executive-Summary-Report-for-2017-5.pdf> Section 8. TRANSPORTATION, completed in 2017) highlights the Town's need to provide pedestrian connectivity and ensure traffic safety and efficiency throughout the community. Section 8 of that plan can be found in Appendix I.

### **Community/Municipality Ongoing and/or Future Local Initiatives/Priorities**

The Mad River Valley Recreation District (MRVRD) is a Union Municipal District that is authorized to serve a variety of roles, including planning, administration, programming, land acquisition, facility development and maintenance. In March 2022, the MRVRD was awarded a \$408,019 grant from Vermont Outdoor Recreation & Economic Collaborative (VOREC) Community Grant program to create the Mad River Valley Recreation Hub (MRV Rec Hub).

The MRV Rec Hub project is focused on trail connectivity and accessibility in the Mad River Valley and beyond. Its intent is to bring a sense of connectivity, cohesion, and identity to the Valley's people, trails, and businesses, as well as direct pedestrians, bicyclists, and other visitors to local businesses, encourage locals to get outside, and increase community participation in recreation.

This grant constructed an indoor Welcome Center with maps, recreation resources, and visitor information staffed by the Mad River Valley Chamber of Commerce adjacent to this intersection.

### **Community/Municipality Needs and Considerations**

In accordance with the Waitsfield Town Plan (Section 8. Transportation, Appendix I), this project would contribute to local community and economic development goals:

- Local Community – Improvements at this intersection will address the Town's need to provide pedestrian connectivity, promote transit, and ensure traffic safety and efficiency throughout the community.
- Economic Development – Pedestrian and bicycle links also spur economic development benefits through increased tourism, business retention and growth, by encouraging local shopping opportunities.

### **Property Abutter Correspondence and Input**

Representatives abutting this intersection were contacted by MJ for comments, questions, and concerns they may have to support or dispute the need for intersection improvements.

Only one abutter provided comments. They were supportive of improvements at the intersection. However, they have concerns about what was previously shown for alternatives. They also have experienced several drainage issues as a result of the stormwater drainage from the intersection, including water undermining their foundation.

They said that they had two main concerns:

1. They would like the drainage issues addressed with any improvements to the intersection.
2. They want the integrity of the trail project (MRV Rec Hub) to stay intact as a result of any intersection improvements.

Their correspondence can be found in Appendix L.

### **Municipality Letter of Support**

The Town of Waitsfield has provided a letter of support for this project. The Town is in support of improvements at the intersections with their top three concerns being: pedestrian safety, vehicular safety, and stormwater. The letter can be found in Appendix N.

Through discussions with the Town of Waitsfield, they noted that although the sight lines at the intersection might technically meet the required standards, functionally it is still a very difficult area to make a turn, particularly due to the grade, and it is very different to see, especially from certain models of vehicles.

## **III. Planning and Construction Documents**

### **Relevant Studies Conducted at this Intersection**

#### Crash Data

According to the Online Crash Query Tool, there have been 3 crashes located at the intersection within a 5-year period of the report, all resulting in property damage. In a 0.3 mile segment, there have been 5 crashes in the last 5-year period (4 – property damage only and 1 – injury, see applicable Appendix G).

The VTrans 2012-2016 High Crash Location Report lists a 0.3 mile segment high crash segment on VT Route 100 that includes this intersection (See Appendix G).

Traffic Counts

Data was taken from the Traffic Data Management System, MS2. See applicable Appendix F.

Location	AADT	Year
VT 100 North Leg	7095	2021
VT 100 South Leg	5309	2021
VT 17 Leg	3624	2021
Bragg Hill Road	961	2021

Waitsfield Pedestrian Safety – VT Route 100 Corridor Speed Study

VTrans conducted a speed study on the VT Route 100 corridor for the Town of Waitsfield. The study resulted in the Vermont Traffic Committee voting to accept Traffic Operations recommendations to extend various speed zones throughout the village. These recommended changes have been made. Additionally, applicable near-term solutions (adding crosswalks, signage improvements, Rectangular Rapid Flashing Beacon (RRFB), and speed limit transition adjustments) were recommended that the Town may work towards and others that the Agency has since completed. See applicable Appendix H.

The VT Route 100/VT Route 17 intersection was mentioned as an area having a need for greater pedestrian safety. It was recommended to be considered in future master planning for Irasville, VT Route 100, and the Mad River Valley.

VT Route 17/VT Route 100 Intersection Initial Scoping Report

A Fayston-Waitsfield RSRGC-RS0200(7) VT Route 17 over Mill Brook - Bridge No. 38 scoping report was completed on the VT Route 17/VT Route 100 Intersection. It was performed by Dufresne-Henry in 2000 to develop and evaluate alternative designs at the VT Route 100 and VT Route 17 intersection and to replace the bridge over Mill Brook just west of the intersection on VT Route 17 (Appendix A).

The scoping report’s purpose of including the intersection of VT Route 100 and VT Route 17 was to enhance mobility, improve safety, and alleviate traffic operational problems in conjunction with the bridge project. The study listed these specific issues at the intersection:

1. The intersection’s “Y” configuration allows two-way traffic on all approaches and increases the number of conflict points.
2. Its location is on a steep grade and sharp curve.
3. There were crashes associated with the “Y configuration.
4. Substantial delay for vehicles turning left from VT Route 17 to VT Route 100

Recommended alternatives were as follows:

Alternative 2a – Replace the bridge on its existing alignment and reconfigure the VT Route 100 - VT Route 17 intersection to a “T” with a right turn slip lane from the VT Route 100 southbound approach to VT Route 17. VT Route 17 would be controlled with a stop sign.

Alternative 5 – Remove the existing bridge (or keep in place for bicycle and pedestrian use only). Build a new VT Route 17 alignment west of Mill Brook to intersect VT Route 100 approximately 1640 feet south of the existing intersection.

A locally preferred alternative was not selected from the scoping report completed 23 years ago.

### **Corridor Planning and Adjacent Projects**

There are three other current projects near the intersection area:

- Roadway Project: Fayston ER P20-1(514): Repairs on VT Route 17 in Fayston at MM 3.46 due to ER VT20-1.
  - Target Construction Fall 2024 – Winter 2025
- Bridge Project: Warren BM23608: Bridge maintenance on BR173 in Warren on VT Route 100 MM 5.916. Work includes deck cleaning, sealing or membrane and paving.
  - Target Construction Unknown
- Bridge Project: Waitsfield BM23610: Bridge maintenance on BR185 in Waitsfield on VT Route 100 at MM 5.794. Work includes fascia repair.
  - Target Construction Unknown
- The Town is currently planning for a wastewater system which, if approved for construction, could have both service and collection lines in this project area.
  - More information and contacts can be found at <https://www.waitsfieldvt.us/2022-wastewater-and-water-feasibility-study/>.

Coordination with these projects should take place early in the design process.

## **IV. Maintenance of Traffic**

Traffic control will need to be carefully considered for any improvements at this intersection. The steep grades and existing geometry present challenges that will need to be studied in the future with regards to any proposed improvement.

## **V. Potential Risks and Opportunities**

### **Risks**

- Per VTrans Pedestrian Crossing Guidance, a crosswalk may only be installed with ADA accessible features on both ends of the crossing to ensure pedestrians are not being directed into an unsafe location. There is a sidewalk that terminates north near the intersection. Additional sidewalk facilities on VT Route 100 and VT Route 17 would be required to accommodate a pedestrian crossing if desired.
- The steep grade at this intersection provides a risk to several improvement options that have grade limitations. Stormwater drainage will need to be strongly considered during design.

### **Opportunities**

- Additional coordination with the CVRPC, the Mad River Planning District, the MRVRD, and the MRV Rec Hub projects is advantageous to the development and relevance of this project.
- The wide ROW on VT Route 100 provides opportunities to evaluate multiple options at this intersection.

## **VI. Conclusion**

There is strong support from the Town of Waitsfield, the CVRPC and abutters for further study and improvements at the intersection. The data reviewed to date suggests that safety improvements at this intersection are needed and desired by all stakeholders. The Town has made it clear that their concerns with the intersection are pedestrian safety, vehicular safety, and stormwater.

While there are several plans and initiatives that highlight the need for intersection improvements at VT Route 100, VT Route 17 and Bragg Hill Road, there is a lack of up-to-date scoping studies on the intersection. The most in-depth look at the intersection was the Scoping Report completed in 2000 (Appendix A). The information in the report is useful, but the surrounding areas in the Town have undergone numerous active transportation upgrades. A new Scoping Report is recommended to fully understand the requirements for this intersection and to develop alternatives that address the current issues in the context of the current town multi-modal systems and initiatives and to meet current design standards and permit requirements. The study should consider improvements that address the roadway geometrical deficiencies, drainage issues and vehicular/pedestrian connectivity and safety deficiencies at this intersection. Additionally, the evaluations and proposed alternatives should be coordinated with the MRV Rec Hub projects.

## **VII. Appendices**

- A: Fayston-Waitsfield RSRGC-RS0200(7) VT Route 17 over Mill Brook - Bridge No. 38 & VT Route 17/VT Route 100 Intersection Scoping Report
- B: Project Location Map
- C: Route Logs for VT Route 100 and VT Route 17
- D: Right of Way Project Plans
- E: SWMP BMP Summaries
- F: VTrans TMS Traffic Data
- G: VTrans Crash Query Tool Results and 2012-2016 Crash Data
- H: Waitsfield Pedestrian Safety – VT Route 100 Corridor Speed Study
- I: Waitsfield Town Plan - Section 8 - Transportation
- J: Water System Sheets - 100 & 17 Intersection
- K: Web Soil Survey AASHTO Group Classification Surface at this Intersection
- L: Property Abutter Correspondence
- M: ANR Atlas Waste Map
- N: Town of Waitsfield Approval VTrans Letter of Support

RECEIVED

JUL 17 2023

Waitsfield Selectboard  
Waitsfield, Vermont

TOWN OF WAITSFIELD

July 12, 2023

Topic: Three items inviting town attention to address the threat of climate change.

Hello to all board members.

I write this as the founder of a local climate change group, Mad River Climate Action (MRCA). The group is newly formed but has been active, involved and most importantly noticeable, thanks in large part to a growing membership and our very own voice in the Valley Reporter, Climate Corner.

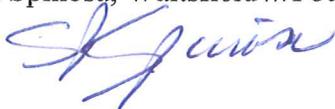
The MRCA continues to expand its various activities to give the subject of climate change as public a face as possible by providing a wide variety of ground breaking news, insights and activities to inform our followers of the choices available to us that can make even a small difference.

Accordingly, small towns like Waitsfield may have a parallel track whereby they exercise their local authority to adopt policies and engage activities that would have a similarly positive effect in thwarting the further reach and consequences of climate change. Allow me to outline three subjects for towns to consider and/or pursue.

1. Review and appropriate modification of town policies and practices  
As a group MRCA is informed that towns may be currently engaged in this review (either through their respective energy committees, as a function of the respective town plans or otherwise) toward the reduction of town related green houses gases. If that is so, MRCA supports that work; if not, we strongly urge the towns to take on this task. It is important and sets a convincing example of small town leadership in addressing the effects of climate change.
2. Consider fuel efficiency and CO2 emissions in the future purchase of any internal combustion town vehicle. With the advent of many new electric vehicles on the market, we urge the town to include such vehicles in their portfolio of choices.
3. Towns are becoming involved in the purchase, construction and maintenance of auto charging stations within their borders. We urge the town to examine the option of establishing town sponsored charging stations. It makes the right statement for the town and could help promote greater use of EVs. See <https://evstationslocal.com/states/vermont/05673/> for EV charging stations nearby.

I trust the message is clear but if you wish me (or someone else) to appear on behalf of MRCA to discuss further, please let me know.

Thank you for your consideration  
Sal Spinoso, Waitsfield ///Founder, MRCA



PS: I have sent the body of this same letter, by e-mail, to the other valley towns. Further, I will provide the Valley Reporter with a copy in the event it takes an interest in this issue. Wide distribution of MRCA material is standard and important to us as we work to spread climate change information as widely as possible.

C: Warren, Fayston, Moretown for their consideration; Valley Reporter



## The Waitsfield-Fayston Fire Department

4144 Main Street, Waitsfield, VT 05673

802-496-2404 wffdir@outlook.com

July 26, 2023

Dear Waitsfield Selectboard,

The WFFD needs the support of the Select Board to complete the installation of the gear washing machine, aka the extractor. Delays from the outset of the project, most of which were due to external factors, have severely held up this initiative.

We respect the challenges of the state's involvement as well as the engineering aspect of this project; however, decisions to delay the proper installation of this extractor are not consistent with the outstanding partnership we typically share with you. If you have been unaware of the threat to our health and safety these delays are causing, we would invite you to help us quickly complete this project.

Cancer, caused by toxins carried in dirty fire service clothing and gear, is now by far the leading cause of death for all firefighters in all types of full-time and volunteer fire services in North America. This has been irrefutably linked to the carcinogens carried in dirty gear that have been exposed to the by-products of combustion and/or hazardous materials during Emergency response. Cancer has surpassed even cardiac events (arrest, stroke) as the leading cause of death for service members. It is also now the leading cause of injury, surpassing back injury, falls, vehicle accidents, or other types of workplace dangers. Cancer in firefighters is 10x more likely to kill or injure a member than anyone working in the nuclear power or laboratory industry.

NIOSH Link: <https://www.cdc.gov/niosh/newsroom/feature/firefighter-cancer-awareness.html>

The Extractor is an essential safety system that is used to address this most serious threat to health and safety. The most effective and recognized solution to this firefighter cancer epidemic is cleanliness. Removing the carcinogens from

clothing (NFPA 1821, updated in 2020) vehicles, equipment, and keeping the firehall clean after calls is a workplace requirement.

NFPA Link : <https://www.firerescue1.com/fire-products/personal-protective-equipment-ppe/articles/ppe-advanced-cleaning-requirements-in-the-new-nfpa-1851-pPhJ6VAAM3mPogIK/>

The Extractor is the only way to effectively wash the fire-combat clothing, gloves, and undergarments. It is highly irresponsible for firefighters to wash their gear in standard domestic machines. These consumer-level machines are not effective and doing so at home contaminates the washer and transmits the carcinogens into the private residence and the clothing worn by children and family. Washing the gear at a public laundromat is equally problematic, transmitting those toxic carcinogens into the public and is in most cases strictly forbidden by law. Washing in any other manner than by an approved extractor is pointless and irresponsible.

The financial impacts to cities, towns, and governments due to cancer deaths and injury are now so exponential there are some jurisdictions that have closed their services, unable to be insured simply because of the claims being made for preventable death.

We acquired the extractor, at no cost to the taxpayers, via a private grant announced in November 2021. It has been unused since its delivery in April 2022 due to the scope of the project and delays in putting this project out to bid.

Should you require any further assistance in deciding how best to help us protect ourselves so we can protect you, please contact us at any time to move this forward together.

Sincerely and respectfully in partnership,

WFFD Board of Officers

Tripp Johnson, Chief



Jared Young, 1<sup>st</sup> Assistant Chief



Craig Snell, 2<sup>nd</sup> Assistant Chief



Ted Savage, Captain

Eli McCoy, Lieutenant



Daniel Beede, Lieutenant

