

1 **TOWN OF WAITSFIELD**
2 **SELECTBOARD SPECIAL MEETING AGENDA**
3 **Friday, April 25, 2025 | 4:00 PM**
4 **Location: Waitsfield Town Office**
5 *(Please see access details below)*

6
7 **I. Call to Order – 4:00 PM**

8 Location: Waitsfield Town Office

9
10 **II. Regular Business**

11 1. **Agenda Adjustments**

12 Additions, removals, or modifications per 1 V.S.A. § 312(d)(3)(A)

13 2. **Public Forum**

14 Open for public comment

15
16 **III. Executive Session**

17 3. **Enter Executive Session**

18 a. Pursuant to 1 V.S.A. § 313(a)(3)

19 b. Pursuant to 1 V.S.A. § 313(a)(1): To consider confidential attorney-client
20 communications made for the purpose of providing professional legal services, where
21 premature general knowledge would clearly place the public body or a person involved at
22 a substantial disadvantage

23 4. **Vermont Executive Session Webpage**

24 <https://legislature.vermont.gov/statutes/section/01/005/00313>

25
26 **IV. Business Items**

27 5. Liquor licenses

28 6. **General Wait House**

29 b. Petty cash: Line item in the budget; consider moving funds from donation account to a
30 dedicated "petty cash" account

31 c. Bank account with credit card payment access

32 d. Otis elevator service agreement

33 e. Rental space draft

34 f. Paint quote

- 35 7. **RRFB (Rectangular Rapid Flashing Beacon)**
36 a. Review bids and consider awarding
37 b. Consider hiring installer
38 c. Consider a second RRFB for Irasville
39 8. **Ethics and Policy**
40 a. Ethics work and compliance investigation form
41 b. Adoption of ethics complaint form
42 c. Whistleblower protection policy
43 9. **Conservation Commission**
44 a. Goat herder contract – review and potential acceptance
45 10. **Covered Bridge**
46 a. Report from Miles on recent work
47 11. **Administrative**
48 a. Propose calendar of Selectboard meetings for the remainder of the year
49 12. **TextMyGov**

50 Interest in meeting with organization to look over what they can offer Waitsfield.

51

52 **V. Consent Agenda**

- 53 10. Items for Approval:
54 a. Minutes of March 31, 2025
55 b. Bills Payable and Treasurer’s Warrants

56

57 **VI. Selectboard Roundtable**

- 58 11. What is our current progress? Please share any initial thoughts or identify specific areas
59 that should be on the radar of the Selectboard, Town Administrator, commissions, and
60 other relevant parties in the coming weeks.

61

62 **VII. Town Administrator’s Updates**

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64 **Public Access Information**

65 This meeting will be held both in person and via Zoom:

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

71 **following link:**

72

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

74 **Meeting ID: 820 5611 7089**

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

76

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

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80

81 *Anyone wishing to speak may do so during the designated times, as indicated by the Chair.*

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Town Administrator's Report

April.25.2025

This has been an incredible and fulfilling month. I've had the opportunity to connect with many residents—hearing their thoughts, meeting with them in person, and visiting areas of interest and concern throughout the Town. I continue to learn more every day about Waitsfield and the greater Mad River Valley, and I'm deeply grateful to be a part of such a vibrant and engaged community.

I've been fortunate to work alongside dedicated teams focused on wastewater infrastructure, conservation, and environmental planning—each of which plays a critical role in shaping the future of our Town. I've also had the pleasure of attending Harwood Union's outstanding production of *Anything Goes*, which was nothing short of magnificent.

Sitting in on multiple commission meetings has shown me just how many remarkable residents give generously of their time and talents. I also had the chance to witness the country's only four-event triathlon—an incredible community fundraiser supporting the Mad River Path, one of our nonprofit partners helping strengthen connectivity in the Valley.

I've also started diving into emergency management planning, thanks to Fred and others who continue to support efforts to keep our community prepared for any potential disaster.

On a personal note, I'm especially grateful to the Selectboard and staff for allowing me to work remotely this past week so I could spend time with my family in Knoxville. From chauffeuring the kids to smoking meats and attending sporting events, it's been a meaningful and rejuvenating time.

Lastly, I want to give a shoutout to our **Road Crew**, who've been hard at work sweeping public roads and sidewalks. Driving down Bridge Street this morning (April 24) was truly a joy—and I'm looking forward to walking the freshly swept sidewalks later today.

Thank you all for your continued support and partnership.

Peace,
York Haverkamp

General Wait House Elevator Service Proposal

The Town of Waitsfield is considering a contract with Otis Elevator Company to address the current malfunction of the lift/elevator at the General Wait House. The proposed service plan includes the following:

Troubleshooting Visit

A one-time fee of \$2,575.64 will cover the cost of an Otis technician's visit to diagnose and

attempt to repair the non-operational lift/elevator. Should additional repairs be necessary, Otis will provide a detailed statement outlining the required steps and associated costs to restore full functionality.

Service Contract Option

Once the lift is operational, the Town has the option to enter into a service contract, similar to the one currently in place for the Town Office elevator. The proposed contract would cost \$45 per month, billed annually at \$540, and would cover routine maintenance and inspections to ensure the elevator's continued safe operation.

Next Steps

After the troubleshooting phase, the Town will engage in discussions with Otis Elevator Company to explore additional service options tailored to the needs of the General Wait House elevator. These options will be evaluated before a decision is made regarding long-term maintenance.

This plan aims to restore elevator functionality efficiently while considering cost-effective solutions for ongoing maintenance.

Waitsfield Website Update

I've been making ongoing updates to the Town website, adding content as needed. Most recently, I uploaded a photo of the covered bridge that clearly shows the height, in response to a resident inquiry about the height restriction. It seemed like a practical addition.

I will continue to add relevant materials, with a primary focus on ensuring policies and ordinances are readily available. For example, I uploaded the Personnel Policy on Friday, April 11. This policy was adopted on July 16, 2024. However, we've noticed that there may be certain areas of the policy that require further review and updates.

Celebrate the Season

I recently met with Quayl, who is working with the Towns of the Valley to promote a collaboration with local businesses and communities. The idea is to decorate along Route 100 and in other areas where people gather, creating a festive atmosphere. How can we move forward with this initiative? It might be worth exploring if some community members would be interested in brainstorming and contributing creative ideas to support the "Celebrate the Season" concept.

Town Technology Inventory & Planning

I'm currently compiling a spreadsheet of all our office technology to better understand our existing assets and begin developing a long-term replacement plan.

By tracking the age and condition of our equipment, we can reduce the risk of facing a year with multiple unexpected replacements that exceed our budget. This proactive approach will help us plan ahead—for both the knowns and the unknowns.

If you'd like to review the asset list as it develops or have it included in the workplan or another reference document, please let me know.

Selectboard proposed schedule for 2025:

May 5 May 19

June 9 June 23

July 14 July 28

August 11 August 25

September 8 September 22

October 6 October 27

November 10 November 24

December 15

January 12 January 19

February 9 February 23

Town Garage

Josh Schwartz shared a link with me regarding a potential funding opportunity for the Town Garage. I want to ensure we're continuing to make progress as we explore the possibility of replacing the current facility.

Josh, Charlie, and I are planning to meet soon to begin discussing the needs for a new garage and to outline some initial steps in the planning process.

I believe we're all aligned in wanting to keep the momentum going as we evaluate what's possible for a future Town Garage. As always, we look to the Selectboard for guidance and support throughout this process.

https://www.vlct.org/resource/funding-opportunities-highway-garages-and-public-works-buildings?utm_source=CC&utm_medium=email&utm_campaign=AprilJournal

Mad River – Site Update Near Covered Bridge

It was recently brought to my attention that the Mad River—just upstream of the covered bridge—is continuing to evolve, as rivers naturally do. Following Tropical Storm Irene, significant work was done in this area to address flooding concerns affecting nearby buildings, the parking area, and to protect the structural integrity of the covered bridge itself.

In response to the current changes, a site visit was held with Bob Cook, Josh Schwartz, the landowner, and others to assess the situation. Friends of the Mad River have also joined the conversation to lend their insight and expertise.

A second meeting is being scheduled with additional relevant stakeholders to further evaluate the conditions and discuss possible next steps.

Meadow Road Bridge Update

There has been significant behind-the-scenes work involving multiple individuals and external stakeholders regarding the Meadow Road Bridge. I've been in contact with VTrans to begin discussing contingency plans in the event the bridge is further downgraded due to additional weight restrictions or structural concerns. I've also shared this update with Alice Peal, who added input and has approved the message. Her insight has been helpful in shaping how we move forward. Simultaneously, we are coordinating with FEMA, adding another layer of planning and alignment to ensure we address the situation comprehensively.

An engineering study and report is being pursued through a grant opportunity, though the application process has encountered delays, pushing the submission timeline further out.

We anticipate VTrans will reassess and reevaluate the bridge in the coming months, which will help guide our next steps and inform planning.

In the meantime, I've reached out to Michelle, our District 6 Director at VTrans, who confirmed they are working internally with bridge maintenance and inspection teams to develop potential options. Once that work is further along, they plan to be in touch with us to discuss next steps.

Keeping this issue top of mind is important as we continue preparing for any necessary contingencies.

Waitsfield Wastewater Infrastructure Project – Update

Thanks to the dedicated efforts of many, the Town of Waitsfield has successfully submitted two major grant applications to support the Wastewater Infrastructure Project.

- On April 9, the Town submitted a \$1 million Vermont Community Development Program (VCDP) Implementation Grant application. If awarded, these funds will support construction for Phase One, which includes critical infrastructure work at the Munn site, Fiddlers Green, and throughout the Irasville area. The estimated total cost of Phase One is approximately \$12 million.
- On April 18, following a successful pre-application, we submitted a second application for \$1 million through the Northern Border Regional Commission (NBRC) Catalyst program. This grant would specifically fund work at the Munn site.

The project is progressing steadily—plans are nearing completion currently at approximately 60%, grant applications are actively under review, and the team is in conversations with multiple potential funders. This initiative has strong support from the Waitsfield community and represents a major step forward in strengthening our public infrastructure.

We are requesting time on the May 5 Selectboard meeting agenda to provide a formal project update and begin gathering input from the Board on key elements as we enter the final stages of planning.

TextMyGov Summary

I recently met with Sam from TextMyGov to learn more about the platform and how it might benefit both the Town and our residents. A quote for their services is included in the meeting packet for your review.

During our conversation, we discussed several features that could be especially valuable for improving municipal communication and public engagement:

- **Road Closure Alerts** – Send real-time notifications to residents.
- **Surveys** – Easily gather public input on specific topics.
- **Broadcast Messages** – Share important updates, reminders, or announcements.
- **Resident Requests** – Allow residents to report issues or ask questions via text.

I told Sam I would share this information with the Selectboard. If there is interest, she is happy to schedule a follow-up Zoom meeting with the Board and any staff members who would like a deeper look at the platform's capabilities.

Otis Service and Repair Order

3/26/2025

CUSTOMER NAME

TOWN OF WAITSFIELD
4144 MAIN STREET
WAITSFIELD, VT 05673

OTIS ELEVATOR COMPANY

20E Morse Drive
Essex Junction, VT 05452

OTIS CONTACT

Hannah Miele
Phone: (413) 342-6887
Email: Hannah.Miele@otis.com

PROJECT LOCATION

WAITSFIELD TOWN OFFICES
4144 MAIN ST
WAITSFIELD, VT 05673-6094

PROPOSAL NUMBER

QTE-002133259

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
UNIT-001239013	GENERAL WATE HOUSE

SCOPE OF WORK

OTIS Elevator will provide the necessary labor on the above mentioned unit to troubleshoot and diagnose possible issues. OTIS will provide any information to the customer and will test the unit for proper operation.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$2,575.64

Two thousand five hundred seventy-five and 64/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$2,575.64.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

TOWN OF WAITSFIELD	Otis Elevator Company
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Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Company Name: TOWN OF WAITSFIELD

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Signature Contract



Signature
Service

**ACCOUNT NAME &
ADDRESS**

General Wait House
4061 Main St
Waitsfield, VT 05673

**CUSTOMER NAME &
CONTACT INFO**

York Haverkamp
(802) 496-2218
townadmin@gmavt.net

CONTRACT SUMMARY



**RELIABILITY &
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$45.00 per month, payable annually in advance

Duration : five (5) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Lubricate and Survey

4/2/2025

CUSTOMER NAME
General Wait House
4061 Main St
Waitsfield, VT 05673

OTIS ELEVATOR COMPANY
20E Morse Drive
Essex Junction, VT 05452

PROJECT LOCATION
General Wait House
4061 Main St
Waitsfield, VT 05673

PROPOSAL NUMBER
QTE-002139102

Otis Elevator Company or "we" agree to furnish Otis Lubricate and Survey Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Other	Independent		UNIT-001239806

CONTRACT PRICE

The contract gross price is forty-five dollars (\$45.00) per month, payable annually in advance.

If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

TERM & RENEWAL

The Commencement Date will be 5/1/2025. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PLEASE BE ADVISED THAT THIS CONTRACT INCLUDES AN AUTOMATIC RENEWAL TERM PROVISION IN ADDITION TO THE INITIAL TERM AS SET FORTH ABOVE. PLEASE INITIAL ON THE LINE BELOW TO CONFIRM YOUR ACKNOWLEDGMENT, ACCEPTANCE AND UNDERSTANDING OF THE AUTOMATIC RENEWAL TERMS OF THIS CONTRACT.

Accepted by: (initials) _____

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

SURVEY

We will conduct an annual survey of the Units and provide a written report to you.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at a annually frequency.

INCLUDED IN VISITS

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors and leveling valves.

- Selectors, governors, governor sheaves, governor tension frame sheave assemblies and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

Except as expressly stated otherwise in this Contract, the ASME A17.1 Code ("Code" or "Elevator Code") may require tests including, among others: annual no load test; annual pressure relief valve test; and full load, full speed tests of safety mechanisms, over-speed governors, car buffers and other parts. These and other tests are not included in the Contract. You agree to conduct and pass any and all required tests on the Units at no costs to us and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

Regular working hours: 7:00 AM– 3:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

SITE SURVEY LANGUAGE

MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:

1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.
3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs, or any service requests (including but not limited to regular or emergency service requests). If any of these services are later requested by you, you agree to pay extra at our regular or overtime billing rates as applicable, including costs associated with travel time and other expenses. No service other than that specifically mentioned is included or intended.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction (“Otis Service Software” or “Service Software”). The Otis Service Software is an Otis trade secret deployed pursuant to your service

contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT (“LOTO”)

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality

provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

SUBMITTED BY: Jonathan Morales Gonzalez
TITLE: Specialist, Business Development
E-MAIL: Jonathan.MoralesGonzalez@otis.com

Accepted in Duplicate

General Wait House

Otis Elevator Company

Date: _____

Date: _____

Signed:

Signed:

Print Name: _____

Print Name: Jason Barnes

Title: _____

Title: Sr Director & GM, Greater San Francisco

Email: _____

Bay Area
 Email: Jason.Barnes@otis.com

Company Name: General Wait House

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent _____

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: General Wait House	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

--	--

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes No

--	--

If yes to above, please provide contact for PO renewal:

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

--	--	--

NON-CONTRACTUAL SERVICES
Yes No

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

PO# Value

--	--

WORK ORDER MANAGEMENT
Yes No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE
Yes No

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

Yes No

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

DRAFT v5

Event Application for use of the General Wait House Property

Town of Waitsfield

This permit is administered by:
the General Wait House Commission
4144 Main Street
Waitsfield, VT 05673

Chair: AnnMarie Harmon annmarie@madriver.com 802-371-9997

Requesting organization: _____ Date _____

Requested date(s) _____

Time of usage: From _____ am/pm to: _____ am/pm

Purpose: _____

Areas being requested: _____

Is the general public invited? Yes No

Is your organization a Not-for-Profit? Yes No If yes, EIN Number _____

Will admission be charged? Yes No If yes, how much? \$ _____

Is proof of liability insurance attached? Yes No If no, the request for a permit
may rejected.

Will any utilities from the General Wait House be used? Yes No
If yes, what and how much? _____

There will be no usage fee if the requesting organization is a non-profit. Residents of the Town of Waitsfield will have a usage fee of \$25 and non-residents \$35.

Usage fee of \$_____ is attached. Yes No

A security deposit of \$100, is attached. Yes No

Point of Contact: (the Responsible Individual)

Name: _____ Phone #: _____

Address: _____

Email address: _____

Rules & Policies:

Hold Harmless: The organization requesting the use of the premises agrees to hold harmless the Town of Waitsfield and the General Wait House Commission (GWHC) for any damages or injuries associated with this event.

Insurance

The sponsor of any group or organization applying for use of the premises for any purpose which, in the opinion of the approving Town Official, may require appropriate insurance coverage, shall provide a certificate of insurance naming the Town of Waitsfield and the General Wait House Commission as an additional insured, in advance of any activities being conducted.

The Town of Waitsfield will be responsible for the insurance of the leased property including the building structure and the elements that are pre-built or pre-installed. The permitted organization will be responsible for the insurance of their organizational and/or personal belongings, consumables, or anything that belongs to the organization or persons associated with it.

Safety: The Landlord and the permitted organization will be responsible for making sure the leased property is safe prior to or before the permitted organization occupies it. Safety compliance should be implemented to make sure that the property is safe which includes building structure safety, electrical safety, gas safety, water safety, smoke detectors, and furnishings. If the permitted organization observes a possible safety hazard, they are to immediately notify the GWHC. The permitted organization will appoint a Safety Officer, who will be present throughout their event, monitoring safety compliance and will have no other responsibility or duty assigned to them which would prohibit their total fulfillment of this duty.

Physical Security: If required, a key for the usage of the barn and sheds will be issued to the responsible individual named on this document by a representative of the GWHC. Upon conclusion of the event, the key will be returned to the GWHC. Making copies of the key or holding a copy thereof, is strictly prohibited.

Children: Activities involving children must have supervision *at all times*.

Non-Discrimination: Participants will not be restricted from participation for reasons of race, religion, gender, sexual orientation, creed, national origin, or disability.

Preference: In the event of a schedule conflict, preference will be given to the free programming that is accessible to the widest number of participants.

Trash: "Pack it in, pack it out!" All trash must be removed, and the premises must be left in good order.

Neighboring properties: The privacy and boundaries of the adjoining residential properties must be respected. Activities must be directed away from them to extend respect. Crossing through yards without the owner's permission is expressly prohibited.

Parking: Do not park on grass areas, ever! Tenants of the General Wait House have priority on parking. Additional parking may be available at the Waitsfield Municipal Building. Parking at the Waitsfield Elementary School is prohibited without permission from the Waitsfield Elementary School.

Dogs: Dogs shall be leashed at all times and under the control of a capable individual, at all times. An individual with a disability may be accompanied by a service animal trained to assist that individual.

Amendments: No modification or change of this permit shall be considered valid unless made in writing and agreed upon by the involved parties.

I have read and agreed to ensure these rules and policies are understood and will abide by them.

Signature of Person Responsible: _____

+++++

Administrative Action

Approved: Yes No

Conditions: _____

Denied: Yes No Reason: _____

Officiating Town Officer signature: _____

Title: _____

Date: _____

DRAFT v3

Village Restoration LLC
260 Sugar Glen Dr.
Waitsfield, VT 05673
802-279-2150
Aronkielich@yahoo.com



Painting Agreement

Project:

Name: General Wait House
Address: 4061 Main St. Waitsfield, VT

Service Agreement:

Powerwash all trim and siding
Scrape all peeling and unstable paint following safe standards to contain and dispose of lead paint and debris
Caulk and epoxy all areas in need
Prime all surfaces as needed with stabilizing bonding primer
Apply 2 coats of paint on all trim and siding

Estimated Cost: \$25,800

*Shutters will be prepped and painted at an additional cost of \$65/hour plus materials

Payment schedule:

A deposit of \$5,000 is required with signed agreement to schedule the project for the 2025 season.
Mid payment of \$10,400 is due upon concluding the second week of the project.
Final payment of \$10,400 is due upon completion of the project.

I agree to the price of this project pursuant to the terms of this agreement.

Signature: _____ Date: _____

**This is an estimated quote based on projected time and material costs. Moving forward, a deposit and signed agreement is required to schedule the project. Any unforeseen painting or carpentry repair will be billed out separately at \$65/hour plus the cost of materials.*

Roadway Signs

RECTANGULAR Dual Sided RAPID FLASH BEACON SYSTEM



ACCESSORIES LIST

Pedestrian Crossing System		
Item Name	Qty	Description
RRFB 	2 PC	Color: Amber LED Qty: 2 arrays of 40 LEDs Meet SAE J595 CLASS 1 brightness. Flash Pattern: WW + S (combination simultaneous flash) Each RRFB indication flash rate:5 flash per second
SOLAR POWER SYSTEM 	1 PC	40W Solar Panel 24Ah batteries Control box
WIRELESS PUSH BUTTON 	1 PC	Material: Aluminum Current Consumption: 50mA Diameter: ϕ 92mm Thickness:55.5mm Weight:570g Color: Black Protection Index: IP 65 Power Supply: Self-generated power
ALLUMINUM PEDESTRIAN SIGN 	2 PC	30" MUTCD DIAMOND SIGN (FYG)
ALLUMINUM ARROW SIGN 	2 PC	18"x30" Diagonal Arrow (FYG)
ALLUMINUM CONFIRMATION SIGN 	1 PC	12"x9" Confirmation Sign (EGR)

EpicStar LED, LLC

10940 South Parker Road
 Ste. 465
 Parker, CO 80134
 Phon... 720-244-2001

scott@epicstarled.com

Estimate

Date	Estimate #
3/18/2025	466

Name / Address
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673 York Haverkamp 865-287-5578

Ship To
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673

Terms	Rep	FOB
Payment in Advance	SWK	Warehouse

Item	Description	Qty	Cost	Total
	Roadway Signs (Div of EpicStar LED LLC)			
Solar RRFB-2	Solar Crosswalk RRFB-2 Sign Dual Sided 2 ea. RRFB LED Bars Doublesided Single Pole Mount 40W / 24AH Battery Control Box 2 ea. 30" Alum. Crosswalk Sign / Yellow Green 2 ea. 18"x30" Down Arrow Signs / Yellow Green 1 ea. Wireless Pushbutton 1 ea. 12"x9" Pushbutton Confirmation Sign	2	3,825.00	7,650.00
In Street PED Si...	In Street Pedestrian Crossing Sign State Law Yield To Pedestrians Within Crosswalk Fluorescent Diamond Grade Reflective Sheeting Double Sided Plastic Frame w/ Rubber Base 12" x 36" Panels MUTCD R1-6	1	299.00	299.00
			Total	\$7,949.00

Customer Signature _____

EpicStar LED, LLC

10940 South Parker Road
 Ste. 465
 Parker, CO 80134
 Phon... 720-244-2001

scott@epicstarled.com

Estimate

Date	Estimate #
3/18/2025	466

Name / Address
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673 York Haverkamp 865-287-5578

Ship To
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673

Terms	Rep	FOB
Payment in Advance	SWK	Warehouse

Item	Description	Qty	Cost	Total
	Roadway Signs (Div of EpicStar LED LLC)			
Solar RRFB-2	Solar Crosswalk RRFB-2 Sign Dual Sided 2 ea. RRFB LED Bars Doublesided Single Pole Mount 40W / 24AH Battery Control Box 2 ea. 30" Alum. Crosswalk Sign / Yellow Green 2 ea. 18"x30" Down Arrow Signs / Yellow Green 1 ea. Wireless Pushbutton 1 ea. 12"x9" Pushbutton Confirmation Sign	2	3,825.00	7,650.00
In Street PED Si...	In Street Pedestrian Crossing Sign State Law Yield To Pedestrians Within Crosswalk Fluorescent Diamond Grade Reflective Sheeting Double Sided Plastic Frame w/ Rubber Base 12" x 36" Panels MUTCD R1-6	1	299.00	299.00
			Total	\$7,949.00

Customer Signature _____

EpicStar LED, LLC

10940 South Parker Road

Ste. 465

Parker, CO 80134

Phon... 720-244-2001

scott@epicstarled.com

Estimate

Date	Estimate #
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Town of Waitsfield 4144 Main Street Waitsfield, VT 05673 York Haverkamp 865-287-5578

Ship To
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673

Terms	Rep	FOB
Payment in Advance	SWK	Warehouse

Item	Description	Qty	Cost	Total
	Roadway Signs (Div of EpicStar LED LLC)			
Solar RRFB-2	Solar Crosswalk RRFB-2 Sign Dual Sided Set 2 ea. RRFB LED Bars Doublesided Single Pole Mount 40W / 24AH Battery Control Box 2 ea. 30" Alum. Crosswalk Sign / Yellow Green 2 ea. 18"x30" Down Arrow Signs / Yellow Green 1 ea. Wireless Pushbutton 1 ea. 12"x9" Pushbutton Confirmation Sign DOT MUTCD Standard	2	3,825.00	7,650.00
In Street PED Si...	In Street Pedestrian Crossing Sign State Law Yield To Pedestrians Within Crosswalk Fluorescent Diamond Grade Reflective Sheeting Double Sided Plastic Frame w/ Rubber Base 12" x 36" Panels DOT MUTCD R1-6	1	299.00	299.00
Discount	Factory Discount 10%	1	-794.90	-794.90
			Total	\$7,154.10

Customer Signature _____



SALES QUOTE

Traffic and Parking Control Co., LLC
 5100 West Brown Deer Rd
 Brown Deer, WI 53223
 United States of America
 Phone No.:800-236-0112
 E-Mail: customerservice@tapconet.com

SALES QUOTE DATE

3/14/2025

SALES QUOTE NUMBER

Q25004367

CUSTOMER NO.

C117084

Page: 1

BILL TO

Town of Waitsfield
 Keith Haverkamp
 4144 Main St
 Waitsfield, VT 05673-6094
 United States of America

SHIP TO

Town of Waitsfield
 Keith Haverkamp
 4144 Main St
 Waitsfield, VT 05673-6094
 United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
WAITSFIELD, VT RRFB BID	BEST RATE Quoted	Net 30 DAYS	Jason Decker	4/13/2025

Item/Description	U/M	Quantity	Unit Price	Total Price
TOWN OF WAITSFIELD, VT RRFB BID 2025 BID DUE DATE = 4/1/2025				
600640 PEDX, RRFB, Solar 65/50, Radio, SOP, DS, Amber, iNX, H Pole X2	Each	1	6,062.00	6,062.00
373-13 Standard Aluminum Pole, 13' Schedule 40 6061-T6 4.5" O.D. T.O.E.	Each	2	186.30	372.60
203-00014 Base,Aluminum Square Pedestal, No Paint Door, SP-5444-PNC	Each	2	214.20	428.40
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-105 92k 12" Thread Full Galvanized with Nut & Lock Washer	Each	8	31.90	255.20
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/ J-bolts (not incl)	Each	8	1.325	10.60
373-05075 W11-2,30"x30"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec - Fluorescent Yellow-Green Sign	Each	4	93.75	375.00
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	Each	2	37.50	75.00
373-01759	Each	2	37.50	75.00

All prices are listed in US Dollar (USD)
 For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., LLC
5100 West Brown Deer Rd
Brown Deer, WI 53223
United States of America
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

3/14/2025

SALES QUOTE NUMBER

Q25004367

CUSTOMER NO.

C117084

Page: 2

BILL TO

Town of Waitsfield
Keith Haverkamp
4144 Main St
Waitsfield, VT 05673-6094
United States of America

SHIP TO

Town of Waitsfield
Keith Haverkamp
4144 Main St
Waitsfield, VT 05673-6094
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
WAITSFIELD, VT RRFB BID	BEST RATE Quoted	Net 30 DAYS	Jason Decker	4/13/2025

Item/Description	U/M	Quantity	Unit Price	Total Price
W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign				
107265 Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	Each	4	34.50	138.00

Furnish only quote. Installation is not included.
Solar powered equipment requires no shading or obstructions

Thank you- Jason Decker
#262-649-5246
jason.decker@tapconet.com

Subtotal:	7791.80
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	7,791.80

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>

Rectangular Rapid Flashing Beacons (RRFB)

FLASHING SIGN SYSTEM



115 Industrial Lane
Barre, VT. 05641
802-223-8948



RECTANGULAR RAPID FLASHING BEACONS (RRFB)

TraffiCalm® is working with our customers to reduce the number of crashes at mid-block crossings. By using unprecedented LED Flashing Signs and RRFBs, agencies across the world are seeing justifiable gains in pedestrian safety. In fact, the United States Federal Highway Administration (FHWA) has designated RRFBs as a proven safety countermeasure, and state pedestrian crashes are reduced by up to 47% and yielding rates for motorists increase by up to 98% when RRFBs are utilized.

FEATURES

Highly Visible

TraffiCalm® RRFBs utilize 80 LEDs per light bar, 40 LEDs per side, far more than any competitive system, providing the brightest and most visible beacons on the market. This can be critical with the sun behind or in front of the motorist or in foggy conditions. Auto-dimming reduces the brightness at night.

Ruggedized Electronics

All electronics, radios, and LEDs are fully epoxy-potted and environmentally sealed. The entire pole with the RRFBs, controller or collaborator, solar panels, and batteries can be fully submerged and still operate. Please scan this QR code to watch our short, entertaining video on how hard we have tested our RRFBs.



SCAN ME

100% MUTCD Compliant

With the latest edition of the 2023 MUTCD, RRFBs are now approved and guidelines have been set. TraffiCalm® RRFB adheres to all the specifications in Chapter 4L: Rectangular Rapid Flashing Beacons. TraffiCalm® RRFBs have been third-party tested to prove conformance.

Made in the USA

TraffiCalm® Flashing Sign Systems are manufactured in the USA in an ISO 9001:2015 certified facility, meeting and exceeding industry and state testing requirements. TraffiCalm® signs are unmatched in durability, brightness, accuracy, ease of installation, and use. Build America/Buy America Compliant.



www.WorkSafeTCI.com



SPECIFICATIONS

Compatibility

RRFBs are compatible with all TrafficCalm® Intelligent Controllers and Collaborators

TrafficCalm® Push-2-Cross Systems and RRFBs are pedestrian or sensor-activated and are compatible with all major manufactures' piezo push buttons and APS Audible/Talking mid block push buttons. Touchless push-button options are also available

Illumination

MUTCD and FHWA Compliant

80 Amber LEDs for Redundancy and Uniform Light Distribution

Side-mounted LEDs for pedestrian visual confirmation

Exceeds SAE J595 Class 1 Intensity

Auto Dimming

Meets SAE J578 for chromaticity

Crosswalk Illuminators are available as an option on all Push-2-Cross Systems

LED rated lifetime of 100,000 hours

Environmental

NEMA 4X Enclosure

Potted electronics (hermetically sealed)

-29.2° F to 165.2° F operating range(-34° C to +74° C)

DETAILS

RRFB Construction

Each of the 80 LEDs have built-in 15 degree UV resistant lens

Mounting brackets accommodate back-to-back mounting

Horizontal aiming adjustment

Dimensions: 24"W x 4.18"H x .85"D

Weight: 3.5 lb (1.59 kg)

LED Array Module Size: 7.10"W x 3.00"H (overall dimension obscured by faceplate)

Potted and Environmentally Sealed Electronics (NEMA 4X rated)

Rugged powder-coated aluminum face plate available in black or yellow

High-Density Poly Ethylene casing for potted electronics

All Wiring is UL 2464 rated

Configuration

2023 MUTCD Section 4L.03 Compliant

Flashing rate of 75 flashing sequences per minute

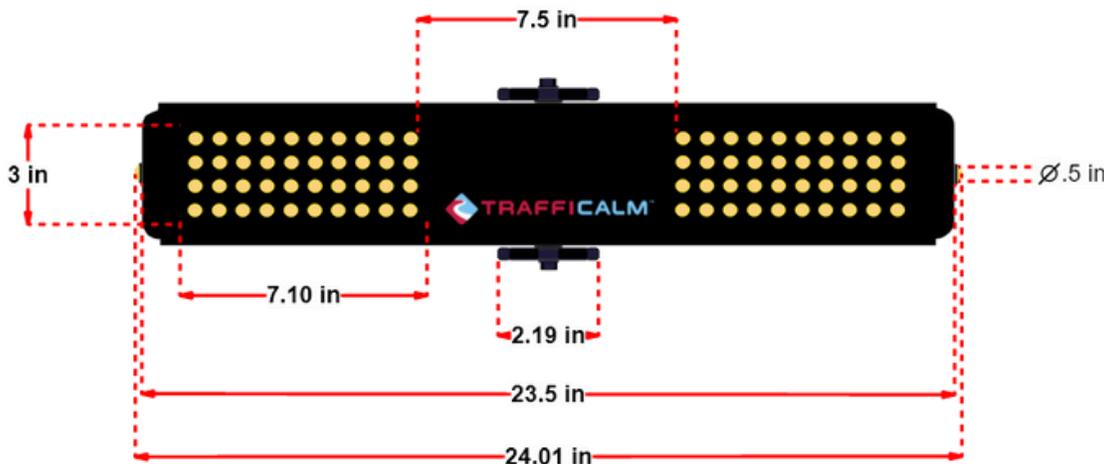
Warranty and Service

5-year limited warranty

Unlimited technical support from US based factory technicians

Part Number	Color and Type of Housing	Color of LED	Length of cable from RRFB to controller
M75-SA328-0000	Black Aluminum Housing	Amber	15 ft/4.57 m
M75-SA328-0004	Yellow Aluminum Housing	Amber	15 ft/4.57 m
M75-SA328-7500	Black Aluminum Housing	Amber	75 ft/22.86 m
M75-SA328-R000	Black Aluminum Housing	Red*	15 ft/4.57 m

*For Wrong Way Systems





115 Industrial Lane
Barre, VT 05641

Phone # 802-223-8948
Fax # 802-229-1848

Quote

Date	Quote #
3/31/2025	2952

Name / Address
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673

Ship To
To be picked up at our Barre, VT location

Reference	Terms	Rep	Freight
RRFB Bid 2025	Net 30	Scott	

Item	Description	Qty	Rate	Bin	Total
HIGHWAY; Alum. 30x30x080	R.R.F.B Rectangular Rapid Flashing Beacon W/ Push2Cross system Highway Sign; Aluminum, 30X30X0.080 Diamond w/ FDG Yellow/Green Sheeting, & Black Prem Vinyl 4) W11-2 Pedestrian Crossing	4	111.595		446.38
HIGHWAY; Alum. 24x12x0.080	Highway Sign; Aluminum, 24X12X0.080 w/ FDG Yellow/Green Sheeting, & Black Prem Vinyl 2) W16-7pL 2) W16-7pR	4	32.295		129.18
HIGHWAY; Alum. 09x12x0.063 Rect	Highway Sign; Aluminum, 09X12X0.063 Rectangle w/ HIP White Sheeting & Black Prem Vinyl 2) R10-25 Push Button To Turn On Warning Lights	2	16.105		32.21
75, Post, SQ, 4'x3"x3"x 7 GA	Post, Square, 4' x 3" x 3" x 7 GA	2	116.82	0	233.64
75, Post, SQ, 14'x2.5"x2.5"12G	Post, Square 14' x 2.5" x 2.5" x 12ga	2	131.71	0	263.42
75, Corner Bolt 3"	Fastner, Corner Bolt 3"	2	1.25	129	2.50
75, Fast, Jam Nut 5/16-18	Fastener, Jam Nut 5/16-18	2	0.17	125	0.34
75, FAST, RIVET, ALUM DRIVE	FASTENER, RIVET, ALUMINUM DRIVE	16	1.07376	130	17.18
R.R.F.B.	R.R.F.B Rectangular Rapid Flashing Beacon W/ Push2Cross system	1	7,450.00		7,450.00

Total

Prices Valid for 30 days from date of Quote



115 Industrial Lane
Barre, VT 05641

Phone # 802-223-8948
Fax # 802-229-1848

Quote

Date	Quote #
3/31/2025	2952

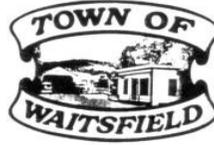
Name / Address
Town of Waitsfield 4144 Main Street Waitsfield, VT 05673

Ship To
To be picked up at our Barre, VT location

Reference	Terms	Rep	Freight
RRFB Bid 2025	Net 30	Scott	

Item	Description	Qty	Rate	Bin	Total
Freight Charged to Customer	Freight Charges from Manufacturer to Worksafe Traffic Control, Barre, VT		595.00		595.00
75, Ped X-ing Yield,w/Base	Ped X-Ing within Crosswalk, 12" x 36" State Law Yield Pedestrians w/ 32lb Rubber Base	2	285.56		571.12
Total					\$9,740.97

Prices Valid for 30 days from date of Quote



Official Use Only:

Date Received:

Town of Waitsfield

Municipal Ethics Complaint Form

The Town of Waitsfield has authority to accept, review, investigate, and track complaints regarding alleged violations of the Vermont Municipal Code of Ethics 3 VSA § 1223(b). Complaints alleging violations of the Town's ethics policies can also be filed using this form.

Your Contact Information

Type or print clearly

Your name: _____

Address: _____

Municipality: _____

State: _____ Zip code: _____ Telephone: _____

Email: _____

1. Who is this complaint against: Name, and job title or position. Please file a separate complaint form for each individual you are complaining against. However, if you are complaining against more than one person, and the same set of facts necessary to understand the complain applies to each person, you may use a single form.

2. Date(s) of the alleged violation(s):

3. How has this person violated the provisions of the Municipal Code of Ethics? Describe fully. Be specific and provide as much detail as possible. Attach any documentation that supports your claim.

4. If you are able, please indicate which provision(s) of [the Municipal Code of Ethics](#) you believe has been violated:

5. Provide the names and contact information for anyone else who may have information regarding this complaint:

6. Has the conduct you describe above been the subject of a prior complaint? If yes, please explain.

7. Is there anything else the Ethics Commission should know about this complaint?

Attach additional pages as necessary

I certify that the information provided in this complaint is true, correct, complete, and of my own personal knowledge. I will fully cooperate in the process regarding this complaint.

Signature:

Date:

Submit to: ethicscommission@vermont.gov or townadmin@gmavt.net

Enter "Complaint, Ethics" in the subject line.

WHISTLEBLOWER PROTECTIONS

[Effective January 1, 2025]

Protected activity.

An agency, department, appointing authority, official, or employee of a municipality is prohibited against engaging in retaliatory action against a protected employee because the protected employee refuses to comply with an illegal order or engages in any of the following:

- providing to a designated complaint recipient a good faith report or good faith testimony that alleges an entity of a municipality, employee or official of a municipality, or a person providing services to a municipality under contract has engaged in a violation of law or in waste, fraud, abuse of authority, or a threat to the health of employees, the public, or persons under the care of a municipality; or
- assisting or participating in a proceeding to enforce the provisions of Title 24, Section 1998 (VT's Municipal Whistleblower Protection Law).

No agency, department, appointing authority, official, or employee of a municipality can attempt to restrict or interfere with, in any manner, a protected employee's ability to engage in any of the protected activity described above.

No agency, department, appointing authority, or manager of a municipality can require any protected employee to discuss or disclose the employee's testimony, or intended testimony, prior to the employee's appearance to testify before the General Assembly if the employee is not testifying on behalf of an entity of the municipality.

No protected employee can divulge information that is confidential under State or federal law. An act by which a protected employee divulges such information will not be considered protected activity.

In order to establish a claim of retaliation based upon the refusal to follow an illegal order, a protected employee must assert at the time of the refusal the employee's good faith and reasonable belief that the order is illegal.

Communications with legislative bodies of municipalities and the General Assembly.

No entity of a municipality can prohibit a protected employee from engaging in discussion with a member of a legislative body or the General Assembly or from testifying before a committee of a municipality or a committee of the General Assembly; provided, however, that a protected employee cannot divulge confidential information, and an employee must be clear that the employee is not speaking on behalf of an entity of a municipality.

No protected employee will be subject to discipline, discharge, discrimination, or other adverse employment action as a result of the employee providing information to a member of a legislative body, a legislator, or a committee of a municipality or a committee of the General Assembly; provided, however, that the protected employee does not divulge confidential information and that the employee is clear that the employee is not speaking on behalf of any entity of the municipality. The protections set forth herein do not apply to statements that constitute hate speech or threats of violence against a person.

In the event that an appearance before a committee of a municipality or committee of the General Assembly will cause a protected employee to miss work, the employee must request to be absent

from work and must provide as much notice as is reasonably possible. The request must be granted unless there is good cause to deny the request. If a request is denied, the decision and reasons for the denial must be in writing and must be provided to the protected employee in advance of the scheduled appearance. These protections are subject to the efficient operation of municipal government, which shall prevail in any instance of conflict.

Enforcement and preemption.

Nothing in this section will be deemed to diminish the rights, privileges, or remedies of a protected employee under other federal, State, or local law, or under any collective bargaining agreement or employment contract, except the limitation on multiple actions as set forth herein.

A protected employee who files a claim of retaliation for protected activity with the Vermont Labor Relations Board or through binding arbitration under a grievance procedure or similar process available to the employee may not bring such a claim in Superior Court. A protected employee who files a claim under Title 24, Section 1998 in Superior Court may not bring a claim of retaliation for protected activity under a grievance procedure or similar process available to the employee.

Remedies.

A protected employee who brings a claim in Superior Court may be awarded the following remedies:

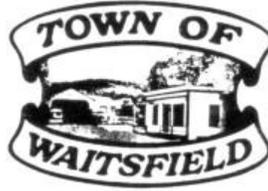
- reinstatement of the employee to the same position, seniority, and work location held prior to the retaliatory action;
- back pay, lost wages, benefits, and other remuneration;
- in the event of a showing of a willful, intentional, and egregious violation of this section, an amount up to the amount of back pay in addition to the actual back pay;
- other compensatory damages;
- interest on back pay;
- appropriate injunctive relief; and
- reasonable costs and attorney's fees.

Posting.

Every agency, department, and office of a municipality must post and display notices of protected employee protection under this law in a prominent and accessible location in the workplace.

Limitations of actions.

An action alleging a violation of Vermont's Municipal Whistleblower Protection Law (Title 24, Section 1998) brought under a grievance procedure or similar process shall be brought within the period allowed by that process or procedure. An action brought in Superior Court must be brought within 180 days following the date of the alleged retaliatory action.



Town of Waitsfield

Service Contract

This Contract (the “Agreement”) is entered into as of _____, 2025 (the “Effective Date”) by and between The Town of Waitsfield (“Client”) located at 4144 Main St, Waitsfield, VT 05673, and Mary Beth Herbert (the “Contractor”) located at 284 VT Route 100, Warren, VT 05674. Each individually referred to as a “Party,” and collectively as the “Parties.”

1. Services

The Contractor shall perform the services listed in this section (the “Work”), for the Client and the Tri-town Commission, consistent with the specifications and timeline set forth in Attachment A – Project Description (hereby incorporated by reference).

2. Compensation

The Client agrees to pay the Contractor for completion of the Work under this Agreement. In no event shall the total compensation exceed \$10,000. Contractor shall document completion of tasks as set forth in Attachment A in invoices presented to Client. Payment shall be made in accordance with Attachment B – Payment Schedule.

This is a performance-based Agreement; payment of compensation to Contractor is contingent upon successful, on-time completion of the Work. Contractor shall notify Client when the Work, or a distinct element thereof, is complete. Client reserves the right to inspect the Work for satisfactory completion consistent with Attachment A. If the Work is not completed to specification, Client may withhold some or all compensation until defects are remedied. Client shall provide written notice of any defects and required remedial actions.

All compensation by Client to Contractor under this Agreement will be made in reliance upon the accuracy of all representations made by Contractor, including but not limited to invoices, progress reports, and other proofs of work.

3. Payment

Contractor shall submit invoices in accordance with Attachment B – Payment Schedule.

Client agrees to pay Contractor within 30 days of receipt of a valid invoice.

Payment for the Services will be by check or ACH deposit.

4. Term

The term of this Agreement shall commence on the Effective Date and continue until completion of the Work, unless otherwise terminated per the terms of this Agreement.



5. Termination

5.1. The Client retains the right to terminate this Agreement should the Contractor fail to perform as instructed or for convenience. Termination shall be made by delivering a Notice of Termination specifying the extent and effective date. The Client shall remain obligated to pay the Contractor for any Work performed up to the date of termination and any approved expenses not yet paid.

5.2. If the Contractor terminates the Agreement, Contractor shall reimburse Client any amounts previously paid for which work was not performed.

5.3. This Agreement will automatically terminate when both Parties have performed all obligations and all payments have been received.

6. Relationship of the Parties

6.1. Independent Contractor. Under no circumstances shall Contractor or any of Contractor's employees be considered employees, partners, agents, or principals of the Client. Contractor is not entitled to any benefits accorded to Client's employees.

6.2. No Exclusivity. The Parties understand this Agreement is not exclusive. Both Parties may enter into similar agreements with other parties, provided there is no conflict with obligations under this Agreement.

7. Indemnification & Insurance

Contractor agrees to indemnify and hold Client harmless from all claims arising from Contractor's work performed hereunder. Contractor shall secure and maintain, at Contractor's expense, the following insurance coverages:

Comprehensive General Liability, Property Damage, and, if applicable, Automobile Liability Insurance, with limits of liability not less than \$1,000,000 per person and per occurrence, and \$2,000,000 aggregate.

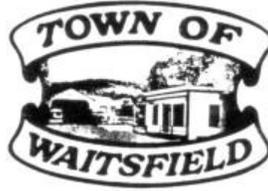
Insurance must include contractual liability coverage for the indemnification agreement.

Upon request, Contractor shall provide certificates of insurance prior to commencement of services.

8. Licenses and Certifications

Contractor shall obtain, possess, and maintain in good standing any professional licenses and/or certifications necessary to perform the Work.

9. Work for Hire and Data Use



All “works of authorship” created by Contractor in performance of this Agreement are works for hire and are assigned to Client. If this Agreement involves data collection, Client shall have the non-exclusive right to use such data without limitation.

10. Force Majeure

Neither Party shall be liable for failure or delay in performance due to acts, weather, or events beyond reasonable control (“Force Majeure”). The non-performing Party must make reasonable efforts to minimize delay and notify the other Party of the event.

11. Limited Release

Contractor authorizes Client to use pictures or video taken of Contractor or its employees in performance of the Work solely for advancing Client’s educational mission.

12. Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder shall be interpreted to best effect the intent of the Parties.

13. Entire Agreement

This Agreement, including Attachments, constitutes the entire understanding of the Parties and supersedes prior agreements. Any amendments must be in writing and signed by both Parties.

14. Amendment and Waivers

Any term may be amended or waived only in writing signed by the Party to be bound. Waiver of any breach or default does not constitute waiver of any other or subsequent breach.

15. Additional Obligations

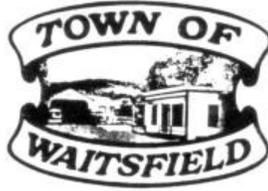
The Parties agree to adhere to additional terms outlined in Attachment C – Additional Obligations.

16. Time

Time is of the essence in this Agreement.

17. Notices and Official Contacts

Any notice, demand, or request shall be in writing and effective upon receipt by regular mail, personal delivery, or electronic mail. Parties’ contacts are as follows:



Contractor:

Mary Beth Herbert
284 VT Route 100
Warren, VT 05674

Client (Grant Manager):

Town of Waitsfield
York Haverkamp, Town Administrator & Grant Manager
4144 Main St
Waitsfield, VT 05673
Email: townadmin@gmavt.net

Primary Point of Contact:

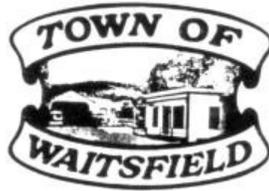
Gail O'Keefe
Waitsfield Conservation Commission member
Email: gailokeefe@gmail.com
Phone: 802-505-5796

Signature: _____
York Haverkamp

Date: _____

Signature: _____
Mary Beth Herbert

Date: _____



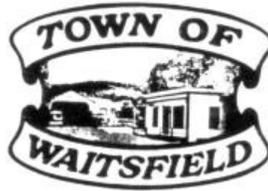
Attachment A- Project Description

Project Description—Mad River Knotweed Removal

- The Project shall consist of efforts to remove knotweed from riparian areas of the Mad River, primarily by means of contracted grazing animals, and potentially by other mechanical or manual methods. Any knotweed removed by mechanical or manual means shall be properly disposed of in a manner that prevents its propagation in disposal sites.
- The goats shall be rotated on and between the three parcels, Riverside, Wabanaki and Fairgrounds, throughout the 2025 growing season, generally June through October. All removal activities shall be conducted only in places where, and at such times when, client has granted permission for such activities.
- Chemical agents shall not be employed.
- Animals will NOT return to previously grazed paddocks for a minimum of 4 weeks to allow for adequate vegetative regrowth and parasite control.
- Goats will not remain in a work zone after knotweed has been defoliated, top down. Goats must always have adequate forage or contractor retains right to remove goats from work zone and take them to a *new* designated work zone or to another site for adequate feed.
- Should goats show debilitating signs of iodine toxicity, the Contractor reserves the right to remove the animals and request a new work site or take the animal(s) home for time off of Japanese Knotweed.
- Each work site designated in the initial contract will be grazed at least 4 times in the same parcel/acreage as in the previous year. Work must be completed within 8 months.

Attachment B – Payment Schedule

1. Client agrees to pay Contractor payment for the Work in installments based on invoices submitted on or about the 7th day of each month beginning June 7,



2025, until the price of the Services has been paid in full.

2. First invoice on June 7, 2025 shall be \$1400 payment to support startup costs. Subsequent invoices in the amount of \$2150 shall be submitted on or about July 7, August 7, September 7, and October 7, 2025-October.

3. Client agrees to pay Contractor in accordance within 30 days of receipt of a valid invoice provided by Contractor.

4. Payment for the Services will be by check or ACH deposit

[Attachment C - Additional Obligations](#)

Contractor Obligations

1. The Contractor agrees to furnish the labor, livestock, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Contractor will remove all equipment and supplies from the Work Areas.

2. The Contractor will perform the Services in a professional manner, in compliance with all applicable laws, regulations, ordinances, codes, and restrictive covenants.

3. The Contractor will be responsible for planning and work associated with the management of the livestock herd as it grazes on defined knotweed-infested parcels. The Contractor will provide adequate fencing, watering, supplemental feed, and care of the herd. The Contractor will manage the herd to obtain the appropriate level of knotweed removal on a paddock within a Work Area before moving animals to a new paddock or transporting to a new Work Area. It is anticipated that livestock would graze and clean each Work Area at least three times during the season, if not more. The Contractor will be responsible for transporting the livestock from one Work Area to another Work Area using their own vehicles and/or trailers.

4. The Contractor agrees to provide the Client with an invoice and monthly Activities Report that tracks work flow on each work area, including name of parcels cleaned, number of grazing goats, number of working days, number of rain days, and any interesting or special circumstances involving grazing or knotweed growth.



5. The Contractor agrees to support the Tri-Town Conservation Commission grazing evaluation throughout the summer based upon input from University of Vermont. Effectiveness of grazing will be measured with a protocol and process defined by the UVM support staff for the program, using data collected by Contractor with due credit given to Contractor.

6. The Contractor agrees to support the Tri-Town Conservation Commission marketing and public relations strategy as time allows. Specific public engagement or promotional events should be scheduled at least one week in advance and in consultation with the Contractor regarding time, location, and logistics.

7. The Contractor agrees to strive to meet Tri-Town Commission goals to:
- a. Develop insights into a sustainable business model and solidify ideas for next year, including a deeper understanding of the animal husbandry needs and challenges.
 - b. Create an atmosphere where the community embraces the work and are willing to support it, publicly and privately.
 - c. Develop a deeper understanding of how best to use livestock to tackle knotweed, including best methods, measurable results, limitations, and site constraints.

WWW.TEXTMYGOV.COM



TextMyGov

PROPOSAL

DATE: 04/22/2025

Prepared For:

Waitsfield VT
4144 Main Street, Waitsfield, Vermont 05673, USA

Prepared By:

Sam Stastny | Account Executive
TextMyGov

INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Waitsfield, VT

FEATURE	SOLUTION
<i>FIND INFORMATION</i>	<ul style="list-style-type: none">TextMyGov allows citizens to find information using our smart texting solution. Citizens can ask questions via text messages and receive automatic responses based on Key Words in their initial text.
<i>REPORT ISSUES</i>	<ul style="list-style-type: none">TextMyGov allows citizens to report issues such as "Stray Dog" or "Pothole" via text messaging from their phone.Agencies can customize a text thread to help gather important information such as citizen name, address of reported issue, and even allow citizens to send a picture of the reported issue.TextMyGov will automatically notify the correct department of the reported issue via email or text message.
<i>SEND ALERTS</i>	<ul style="list-style-type: none">TextMyGov gives agencies the ability to send out notifications/alerts as a text message.Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to.Road closure and street sweeping notificationsMeeting agenda distributionDemographic surveys for household informationRecord request managementEvent and election information distributionAutomated responses to frequently asked questions
<i>DEMO RECORDING</i>	<ul style="list-style-type: none">Demonstration Recording Waitsfield, VT

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM Three-Years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as **Exhibit A** or viewed at www.TextMyGov.com/terms

Package Details	Price	Billing
TextMyGov Service:	\$3,000.00	Annual
<ul style="list-style-type: none"> TextMyGov web-based software Enhanced Media Package *click here to learn more Local phone number Database Import Survey Short code number (outgoing messages) Unlimited users & departments Unlimited support for every user 10 GB managed online data storage 25000 text messages per year 		Annual
	Setup Fee	One-Time
	First year total	Year One
	Total Recurring	Annual

TERMS

- This is a Three-Year term. Prior to the expiration of the initial Three-Year term, either party may terminate this Agreement by providing the other party with a sixty (60) days written notice prior to the agreement signature date. Should Customer terminate the agreement the remaining balance will immediately become due. This agreement shall automatically renew for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.
- Customer will be invoiced on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Terms are net 30 days from the date of the invoice.
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

ADDITIONAL SERVICES

<i>Service</i>	<i>Price</i>	<i>Billing</i>
Enhanced Media & Care Package <ul style="list-style-type: none"> Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information. Marketing flyers, and materials produced by the company will reflect the colors, fonts, and logos of Text My Gov. 	Price based on Population. Please contact your Account Executive for more details.	Annual
Additional Storage <ul style="list-style-type: none"> 100 GB of Storage 	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none"> 25,000 additional text messages 50,000 additional text messages 100,000 additional text messages 	\$300 \$550 \$750	Annual
Database <ul style="list-style-type: none"> Database of your local residence to improve citizen engagement and opt-in rate. Database could have already been included in the original quote. Please refer to the “Package Details” section. 	Price based on Population. Please contact your Account Executive for more details.	Annual
Citizen Surveys <ul style="list-style-type: none"> The Citizen Surveys add-on allows municipalities to collect feedback from residents via SMS, email, or social media. This feature enables automated survey distribution real-time response tracking, and data insights to enhance community engagement 	Price based on Population. Please contact your Account Executive for more details.	Annual

IMPLEMENTATION

GETTING STARTED

- After the basic service agreement is executed, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Town of Waitsfield

4144 Main Street, Waitsfield, VT 05673

P: (802) 496-2218 • F: (802) 496-9284 • E: townadmin@gmavt.net

Flemer Field Community Green Use Form

Group making Request: Mad River Valley Soccer Ass'n Date: 4/10/25
Address: _____ Phone: 802-363-2495
Street City, State Zip

Date(s) requested for use: 4/14, 16, 21, 23, 28, 30 Time of Use: from 5 a.m./p.m. to 6:30 a.m./p.m.

Purpose: Soccer practice

Is the general public invited? Yes No
Is your organization: For Profit Not for Profit Other _____
Will admission be charged? Yes No
Do you need any special equipment? Yes No
If yes, please specify: _____
Other Information (optional): _____

Person	Name: <u>JB Weir</u>
Responsible:	Phone: <u>802-363-2495</u>
	Address: <u>56 Dushell Rd., Waitsfield</u>
	E-mail: <u>jlweir@joneil.com</u>

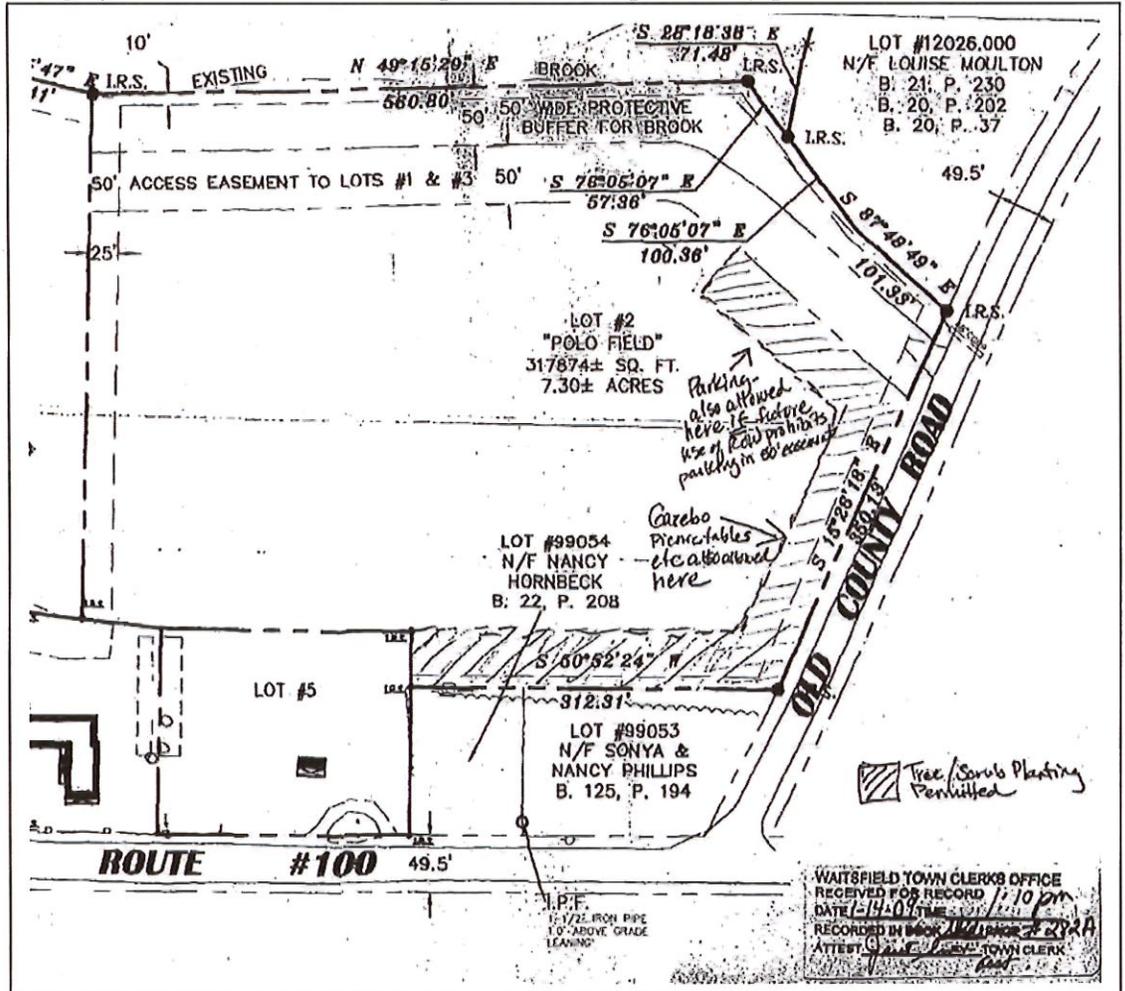
Rules & Policies:

- ❖ **Structures:** No above ground structure may be built or placed on the Green except as provided below. "Structures" shall include, but are not limited to, buildings, tables, goal posts, signs, or any other assembly of materials not specifically permitted.
 - Structures such as goal posts which are used for temporary recreational purposes may be placed on the premises provided that those structures are, following play or by the end of the each day on which any such structures are used, placed within the fifty foot wide tree planting area running along the Phillips property and Old County Road; and
 - Structures such as picnic tables, tents, and not more than one gazebo may be placed within that portion of the fifty foot wide strip described below which runs along Old County Road (and not along the border of the Phillips property or the fifty foot wide right-of-way).
- ❖ **Hold Harmless:** The organization or individual(s) participating or requesting the use of the premises agree to Hold Harmless and Indemnify the Town of Waitsfield for any damages or injuries associated with this event.
- ❖ **Children:** Activities involving children must provide appropriate adult supervision. Children must be supervised at all times.
- ❖ **Insurance.** The sponsor of any group or organization applying for use of the premises for athletic purposes or for other purposes which, in the opinion of the approving Town official, may require appropriate insurance coverage shall provide a certificate of insurance naming the Town of Waitsfield as an additional insured.

- ❖ Non-Discrimination: Participants will not be restricted from participation for reasons of race, religion, gender, sexual orientation, creed, national origin, or disability conditions.
- ❖ Preference. In the event of a schedule conflict, preference will be given to free programming that accessible to the widest number of participants.
- ❖ Trash. Pack it in, pack it out. All trash must be removed and the premises left in good order.
- ❖ Neighboring Properties. The privacy and boundaries of the adjoining residential properties must be respected. Activities, including storage of equipment, should be directed away from them to extent possible. Crossing through yards without the owner's permission is specifically prohibited.

❖ Parking. Any parking located on the premises shall serve only those making use of the property as and for a Village Green and shall be located only within the Access Easement, which is a fifty foot (50') wide right-of-way for ingress and egress running generally along the westerly portion as shown on the site plan as "50' Access Easement to Lots #1 and #3." No parking will be allowed on the Green that serves any off-site business or purpose. On-street parking restrictions must be obeyed or vehicles may be ticketed or towed.

❖ Additional information is available at <http://www.waitsfieldvt.us/recreation/flemer>



I have read and agree to ensure these rules and policies are understood and will be abided.

Signature of the Person Responsible [Signature] Date: 21/10/15

Administrative Action

- Approved Conditions: _____
- Denied Reason: _____

Approving Town Official Signature _____ Name _____ Title _____ Date _____

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, March 31, 2025**

4 **Draft**

5
6 **Members Present:** David Babbott-Klein, Chach Curtis, Fred Messer, Brian Shupe, Larissa
7 Ursprung

8 **Staff Present:** Sandy Gallup, Interim Town Treasurer; York Haverkamp, Town Administrator; JB
9 Weir, Zoning Administrator

10 **Others Present:** John Crown (MRVTV), Misha Golfman (MRPA), AnnMarie Harmon, Alice Peal,
11 Beriah Smith

12
13 **I. Call to Order:** The meeting was called to order at 6:30 pm. The meeting was held in person at
14 the Waitsfield Town Office and remotely via Zoom, and was preceded by a site visit to the Town
15 Garage.

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

18 *A motion to add adoption of the Local Emergency Management Plan and appointments to the*
19 *Regional Emergency Management Committee to the Consent Agenda; to add an item for*
20 *approval of appointments to Town committees, boards, and other positions; and to remove*
21 *approval of the Minutes from the Consent Agenda passed unanimously.*

22
23 **2. Public Forum.**

24 Nobody requested time to address the Board.

25
26 **3. Executive Session**

27 **MOTION:** *A motion to find that premature general knowledge of confidential attorney- client*
28 *communications made for the purpose of providing professional legal services to the public body*
29 *would clearly place the public body or a person involved at a substantial disadvantage passed*
30 *unanimously.*

31 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (1) (f) [Confidential*
32 *Attorney-Client Communication], inviting Mr. Smith, Mr. Haverkamp, and Mr. Weir to join*
33 *passed unanimously.*

34 The meeting entered Executive Session at 6:33 pm and returned to open session at 7:15 pm.

35
36 **MOTION:** *A motion to approve the proposed Settlement Agreement as amended in Executive*
37 *Session, and to authorize the Town Administrator to sign the Agreement on behalf of the Town*
38 *passed unanimously.*

39
40 **4. Audit Report.**

41 Sandy Gallup read and explained the unqualified opinion which had been provided by the
42 auditors for the fiscal year which ended on June 30, 2024. She then reviewed the information
43 contained in the audit report, including coverage of various funds and end-of-year fund and
44 debt balances as well as income and expenditures. The auditor review had also outlined

45 accounting practices as satisfactory or provided recommendations for modifications, which Ms.
46 Gallup noted will be acted upon.

47

48 **5. Mad River Path Association Update.**

49 Mr. Golfman displayed one of the e-bikes purchased through a grant award, and explained that
50 a 110 outlet installation is needed in the covered connector space to charge the bikes when
51 they are stored there, as has been authorized by the Board. He explained that the outdoor
52 charging is preferred during warmer weather, as the intent is to make the bikes available for
53 public use as well as for Wait House tenants. It was agreed that the electricity cost associated
54 with this charging would likely be minimal, but that adjustments to rental rates could be made
55 if it is found to be otherwise.

56 **MOTION:** *Ms. Ursprung made a motion to authorize, with oversight from the Wait House*
57 *Commission, the installation of a 110 outlet in the connector space. The motion was seconded*
58 *by Mr. Babbott-Klein and passed unanimously.*

59 Mr. Golfman also provided an update on the progress of the Active Transportation Corridor
60 planning, noting that the second of three planned public meetings had recently been held. He
61 reported that the Middlesex Selectboard has approved continuing the path from Moretown,
62 and placing the northern terminus at Camp Mead. He also outlined that the length of the
63 proposed path has been divided into four sections, with three alternatives outlined for each
64 section. For each, the first alternative is a minimum build, with nothing developed other than
65 signage along Route 100/100B. The second option is generally a widening of the shoulders
66 along the highway, and the third is full build out of a shared use path. Information related to all
67 of these options is available on the MRPA web site; Mr. Golfman provided a brief summary of
68 each segment.

69 Mr. Golfman then explained the grant cycles and timing for related grant programs, and
70 indicated that it has been decided to move ahead earlier than anticipated with grant
71 applications in order to coordinate with the installation of the wastewater system. Some
72 modifications to the NEPA process with VTrans will be necessary to accommodate this; but Mr.
73 Golfman indicated that this appears to be a workable plan. He noted that he will provide
74 further information at upcoming meetings, and that he will be seeking Town approval for
75 submission of the related grant application(s).

76 **6. Paving Bid.**

77 It was outlined that a contract is already in place with Pike Industries for paving Bridge Street
78 and East Warren Road. Pike has offered a proposal for adding the Slow Road to the Town's
79 summer paving project for \$35K. It was outlined that Mad River Green is being approached
80 regarding also coordinating paving their road/parking area; if they agree to do so, the
81 mobilization cost of approximately \$5K will be shared. It was also indicated that Pike had
82 provided a revised bid for the East Warren Road work, which would bring the total for the three
83 roads (Bridge Street, East Warren, and Slow Roads) to \$648,174.10. It was also noted that the
84 estimate included in the Town's capital paving plan for Slow Road resurfacing was for \$205K;
85 there will be a significant savings through inclusion of this work in this summer's project. Mr.

86 Haverkamp indicated that he will ensure that all is in place for receipt of the associated grant
87 funds.

88 **MOTION:** *Mr. Curtis moved to approved the amended bid from Pike Industries, and schedule*
89 *the paving of the three roads as outlined. The motion was seconded by Mr. Messer and passed*
90 *unanimously.*

91 **7. General Wait House Upcoming Repairs and Maintenance.**

92 Ms. Harmon, representing the Wait House Commission, outlined funding requests for work at
93 the Wait House. She also reminded the Board that there is drone footage of the roof available
94 for providing to roofing contractors if they wish.

95
96 Ms. Harmon explained that the Commission plans to include an accessible parking space and
97 connector to the recently considered accessible ramp to the building, for an additional \$700.
98 She explained that the plans address ADA requirements, the ramp is to be constructed at a
99 slope that does not require handrails, and the surface is planned to be Staymat, satisfying the
100 concerns raised by the Board regarding the potential unsuitability of an earthen ramp. The
101 original request made was for \$1000.

102
103 **MOTION:** *Mr. Messer moved to appropriate \$1700 from the General Wait House Reserve for*
104 *use in installation of an ADA accessible parking space, connector, and ramp at the site. The*
105 *motion was seconded by Mr. Curtis, and passed unanimously.*

106
107 Ms. Harmon then explained that there is some clapboard repair necessary before the exterior
108 painting of the building begins, and that a proposal had been provided by Richard Backus.

109
110 **MOTION:** *Mr. Messer moved to transfer \$3K from the General Wait House Reserve to the*
111 *General fund to be used for clapboard repair work. The motion was seconded by Mr. Curtis, and*
112 *passed unanimously.*

113
114 A contract for lift service at the Wait House was discussed; Otis had offered a contract for
115 annual maintenance, including that there would be a one-time charge to evaluate and make
116 the lift operational again, once that contract was in place. Board members expressed a
117 preference for having an inspection/evaluation completed prior to engaging in an annual
118 maintenance contract, in order to ensure that the lift would be able to function going forward.
119 Mr. Haverkamp will request this change from Otis.

120 121 **8. General Wait House Fundraising & Management.**

122 A general update from the Wait House Commission was postponed in order to provide Board
123 members with an opportunity to review the materials provided in advance of the discussion.

124 Beth Kendrick was present to explain her concerns regarding the impact to her practice which
125 she anticipates resulting from the upcoming roofing project. Mr. Messer indicated that he had
126 approached those responsible for running the Masonic Lodge, and they will be deciding – likely
127 favorably – on allowing Ms. Kendrick to use that building as needed during the roofing project.

128 There was some discussion regarding the logistics of setting up an account/web page/QR code
129 for use in the Commission raising funds for use in Wait House improvements. These matters
130 will be looked into in more detail by Mr. Haverkamp, Ms. Harmon, and others in order to
131 provide a more detailed proposal for the Board's consideration.

132 **9. Appointments.**

133 Mr. Shupe reviewed the available list, noting the current members, reappointments, and
134 proposed new appointments to the Town's boards/commissions/appointed positions, and also
135 where there are vacancies to be filled.

136 **MOTION:** *Mr. Messer moved to appoint or reappoint members as outlined by Mr. Shupe's*
137 *review of the list provided. The motion was seconded by Mr. Babbott-Klein, and passed*
138 *unanimously.*

139 **9. Selectboard Workplan & Priorities for 2025.**

140 Discussion of this was moved to later in the meeting.

141 **10. Waitsfield Health Officer.**

142 Anecdotal information had been received regarding rat infestations in Town. Mr. Messer noted
143 that this was likely related to compost piles, and that hoarding is not likely to lead to rodent
144 infestations unless there is food being left unattended. It was agreed that, with no formal
145 complaint having been filed, no action would be taken at this point.

146 **11. Fire Truck Update.**

147 The Fire Chief had reported that savings may be had if the truck scheduled for purchase in 2027
148 is ordered now; the decision for ordering the discounted chassis must be made by mid-April,
149 and it was noted that the matter is on Fayston's next Selectboard meeting agenda.

150 **MOTION:** *Mr. Messer made a motion to authorize ordering the new fire truck chassis,*
151 *contingent upon Fayston's also authorizing the purchase. The motion was seconded by Ms.*
152 *Ursprung, and passed unanimously.*

153 **12. New Road Department Truck Purchase.**

154 Mr. Haverkamp outlined the cost savings associated with building out the truck that was
155 recently purchased, with two bids having been received for the work involved. The higher bid
156 was for over \$40K, the lower came in at \$30,722.82. There was some clarification necessary
157 regarding exactly which options are included in the lower amount, but agreed to accept that bid
158 at a 'not to exceed' amount. It was also agreed that, because the truck was purchased using
159 funds from the unassigned balance, that this build out would use the same funding mechanism.

160 **MOTION:** *Mr. Messer made a motion to accept the bid from Earl's for the truck build out, at an*
161 *amount not to exceed \$35K. The motion was seconded by Mr. Babbott-Klein, and passed*
162 *unanimously.*

163 **12A. Selectboard Workplan & Priorities for 2025.**

164 The work plan for the coming year was discussed, with an emphasis on how to manage the
165 schedule and how to review items going forward. It was agreed to cover this in more depth at

166 an upcoming meeting; Ms. Ursprung offered to work with Mr. Haverkamp to develop a
167 plan/format for review, based on input provided by Board members.

168 **12B. Approval of Minutes**

169 The minutes of March 10, 2025 were amended and approved.

170 **13. Consent Agenda.**

171 **APPROVAL:** *A motion to approve the Consent Agenda passed unanimously.*

172

- 173 • Approve Warrants and Bills Payable
- 174 • Approve signing a document granting authority on behalf of the Water System owner
- 175 • Approve a Public Festival Permit for the Mad River Path
- 176 • Approve adoption of the Local Hazard Mitigation Plan
- 177 • Appoint xxx to the Regional Emergency Management Committee

178

179 **14. Selectboard Roundtable.**

180 Mr. Messer asked about the approval letter to be sent to the Mad River Green shopping center,
181 and Mr. Haverkamp reported it was sent in the prior week.

182 Mr. Messer asked about some items being posted to or removed from the Town web site; Mr.
183 Haverkamp noted that he had addressed some of these, but was still learning the nuances of
184 the management of the web site in order to have things appear appropriately.

185 **15. Town Administrator Report.**

186 Meeting dates were reviewed and agreed upon. Mr. Haverkamp with create a Selectboard
187 calendar for the year and post appropriately.

188 **V. Other Business**

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

190 **VI. Adjourn**

191 The meeting adjourned at 9:28 pm.

192 Respectfully submitted,

193 Carol Chamberlin, Recording Secretary

**TOWN OF WAITSFIELD, VERMONT
SELECTBOARD RESOLUTION
Designation of Authorized Official for Grant and Administrative Purposes**

WHEREAS, the Town of Waitsfield regularly engages in activities that involve applying for, managing, and administering state and federal grants and programs for the benefit of the community; and

WHEREAS, these activities often require the designation of an Authorized Official to sign and submit grant applications, agreements, financial documents, and other related materials on behalf of the Town; and

WHEREAS, the Selectboard recognizes the need for flexibility and efficiency in administrative processes, particularly in situations requiring timely action between regular Selectboard

WHEREAS, the Town of Waitsfield is applying for \$1,000,000 in funding from the Northern Border Regional Commission (BRC) Catalyst Grant Program to support the Waitsfield Wastewater Infrastructure Program.

NOW, THEREFORE, BE IT RESOLVED by the **Selectboard of the Town of Waitsfield, Vermont** that:

1. The Chair or Vice Chair of the Selectboard is authorized to appoint York Haverkamp, Town Administrator, as the Town of Waitsfield's Authorized Official for the NBRC Catalyst Grant application and all related documents.
2. As Authorized Official, the Town Administrator is empowered to sign, execute, and deliver any documents necessary to implement agreements, contracts, amendments, funding applications, and other instruments related to both municipal operations and the NBRC Catalyst Grant.
3. This resolution shall remain in effect unless amended or revoked by a future action of the Selectboard.

Adopted and approved by the Vice Chair of the Waitsfield Vermont Selectboard, this ___ day of _____, 2025.

Signed:

Larissa Ursprung

Vice Chair, Waitsfield Selectboard