

TOWN OF WAITSFIELD

SELECTBOARD MEETING

Monday, April 10th, 2023

6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 P.M.

II. Regular Business.

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public forum. (5 +/- min.)
3. Consider Liquor License applications for Emily's Bistro & Kitchen-ette (in-person as is the Selectboard's policy for new businesses) (5 +/- min.)
4. Consider contract with Apex for Scrag Mountain trail work (5 +/- min.)
5. Review update on East Warren Ph. 1 paving including proposed grant application (10 +/- min.)
6. Review proposed revisions to Selectboard 2023 calendar (5 +/- min.)
7. Review draft 2023 Work Plan (5 +/- min.)
8. Waitsfield Town Plan amendments update (5 +/- min.)
9. Review and approve Clean Water State Revolving Fund Loan Agreement (5 +/- min.)
10. Consent Agenda:
 - a. Consider approving the Minutes of 3/27/23
 - b. Bills Payable and Treasurer's Warrants
 - c. Approve liquor license renewals
 - d. Consider approving Festival Permit for 2023 Farmer's Market
 - e. Review and authorize Town Administrator to submit Grant in Aid Letter of Intent
 - f. Review & approve Sullivan & Power Audit Scope of Services for FY23, FY24 and FY25
11. Selectboard roundtable. (10 +/- min.)
12. Town Administrator's updates. (5 +/- min.)
13. Executive Session – Pursuant to 1 V.S.A. § 313 (a) (2) [Real Estate]

III. Other Business.

1. Correspondence/reports received.

IV. Adjourn.

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

ALL TIMES ARE APPROXIMATE

Waitsfield Town Offices • 4144 Main Street • Waitsfield, VT 05673

Chach Curtis * Jordan Gonda * Fred Messer * Brian Shupe, *Vice Chair* * Christine Sullivan, *Chair*
Town Administrator: Annie Decker-Dell'Isola (802) 496-2218, x5 townadmin@gmavt.net

1 **Waitsfield Town Administrator’s Report**

2 April 10, 2023

3
4 ***PLEASE NOTE: Public Access to this meeting will be hybrid, remote via Zoom or in person at the**
5 **Waitsfield Town Office. For remote access, please use the following link:**

6
7 <https://us02web.zoom.us/j/82056117089>

8 **Meeting ID: 820 5611 7089**

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

10
11 **Anyone wishing to speak can do so during the designated times, as indicated by the chair.**

12 **II. REGULAR BUSINESS.**

13
14 Item II.3. Consider Liquor License applications for Emily’s Bistro & Kitchen-ette (in-person as is the
15 Selectboard’s policy for new business)

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

19
20 License classes roughly break down as follows:

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

29
30 The applicants within the three-year window expected to attend Monday are Kitchen-ette and Emily’s Bar
31 and Bistro. DLL has transitioned entirely to an online portal and the Town no longer receives paper
32 copies of applications. The state portal allows for Town Clerk sign off once approved by the Selectboard.
33 These two-liquor license are included on the warrant found under the consent agenda [III.1(c)] for the
34 Board signature at then end of the meeting. The warrant will be shared on Monday before the meeting in
35 order to capture fees that may come in the mail on Monday.

36
37 To be considered tonight:

- 38 a. **Emily’s Bar and Bistro:** 1st Class Liquor License and 3rd Class Liquor License at 5081 Main
- 39 Street
- 40 b. **Kitchen-ette:** 1st Class Liquor License, 2nd Class Liquor License, and 3rd Class Liquor License at
- 41 5197 Main Street

42
43 **Recommendation:**

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

45
46 Item II.4. Consider contract with Apex for Scrag Mountain trail work

47 At their meeting on January 23, 2023, the Selecbord authorized the Conservation Commission to pursue
48 contract negotiations with Apex Trailworks for the completion of the Scrag Phase 1 trails. Apex was one
49 of two firms who bid on the Scrag Phase 1 RFP and the Conservation Commission recommended the
50 Town proceed with Apex. A draft contract is enclosed for the Selectboard’s review and approval. The

51 original RFP is also enclosed for reference. The project cost (\$24,250) will come entirely from the Scrag
52 Mountain Forest Reserve which currently has a balance of \$57,306.

53

54 ***Recommendation:***

55 *Consider a motion to approve the enclosed contract with Apex Trailworks for completion of the Scrag*
56 *Phase I trail work, as well as the \$24,250 expenditure from the Scrag Mountain Forest Reserve, and*
57 *authorize the Town Administrator to sign on behalf of the Selectboard.*

58

59 Item II.5 Review update on East Warren Ph. 1 paving including proposed grant application

60 As included in the FY23 and FY24 Capital Improvement Plan, the Town is planning to pave the first
61 phase of East Warren Road (from Bridge Street to just south of Palmer Lane). Staff has prepared an
62 application through the State's Municipal Highway Grant, Class 2 Roadway program, for the project.
63 The anticipated maximum grant award is \$175,000 and \$228,238 work of work has been estimated as part
64 of the project budget, enclosed in the grant. The Town has about \$300,000 in paving reserves which
65 would be enough to cover any difference in grant award and actual cost. If the project is awarded, staff
66 will bring a detailed budget and project plan to the Selectboard.

67

68 There are two additional road reports, the "Certification of Compliance for Town Road and Bridge
69 Standards and Network Inventory" and the "Annual Financial Plan – Town Highways," that are required
70 to be submitted as part of the paving grant application. Staff is working on those reports and will provide
71 copies to the Selectboard before Monday's meeting (they are short, one-page forms).

72

73 ***Recommendation:***

74 *Consider a motion to authorize staff to submit the enclosed grant application for East Warren Road*
75 *Paving Phase I and approve the "Certification of Compliance for Town Road and Bridge Standards and*
76 *Network Inventory" and the "Annual Financial Plan – Town Highways."*

77

78 Item II.6 Review proposed revisions to Selectboard 2023 calendar

79 At their meeting on March 27th, the Selectboard approved the 2023 meeting calendar. There is one
80 requested amendment to that calendar, which is enclosed as proposed. Staff requests that the first meeting
81 in June be held on June 5th instead of the normal 2nd Monday (June 12th) in order to accommodate
82 deadlines related to the Wastewater Project. The Preliminary Engineering Report will need to be
83 approved by the town by no later than June 9th and a final draft is anticipated by May 23rd. A draft of the
84 PER will be reviewed by the Planning Commission at their May 16th meeting as well.

85

86 The Wastewater Project Coordination Team and Engineering and Technical Team also propose a joint
87 Special Meeting between the Selectboard and the Planning Commission on Monday, April 17th at 6:30pm
88 at project updates will be provided to the two groups and leave time for discussion as well. Please let
89 staff know if there are any concerns with this approach. An agenda will be sent out early the week of
90 April 10th to both groups.

91

92 ***Recommendation:***

93 *Consider a motion to adopt the amended and enclosed 2023 Selectboard Meeting schedule.*

94

95

96 Item II.7 Review draft 2023 Work Plan

97 At their meeting on March 27th, the Selectboard reviewed the Selectboard/Town Administrator 2023
98 Work Plan. There were a few requested amendments at that meeting and an updated version is enclosed.
99 The identified 2023 Priorities include:

100

101 **Top Priorities:**

- 102 1. General Wait House Property Maintenance (short and long term)
- 103 2. Complete East Warren Road culvert replacement project
- 104 3. Facilitate the allocation of the Town's ARPA funding
- 105 4. Waitsfield Wastewater Planning Project
- 106 5. Coordinate with VTrans on the Route 100/17 Intersection project
- 107 6. Address cybersecurity needs for Town Office (including an updated email system and website)
- 108 7. Highway Garage improvement project

109

110 **Additional Priorities:**

- 111 1. Confirm compliance with any necessary pond permits and consider maintenance plan
- 112 2. Work on compliance with the Municipal Road General Permit
- 113 3. Apply for E. Warren Road Phase I Paving Grant
- 114 4. Downtown Transportation Fund Grant for RRFBs at the WES crosswalk
- 115 5. Update/clarify Ordinances that were identified in the past year
- 116 6. Ensure all ordinances/resolutions are recorded and tracked as required by State Statute and
117 consider a policy for when any ordinance/resolution/policy should be revisited
- 118 7. Update all contracts and put projects/contracts out to bid that are set to expire
- 119 8. Work with Cemetery Trust to update investment policies
- 120 9. Further refine and clarify the CIP process for vehicles / equipment / buildings

121

122 **Recommendation:**

123 *The Selectboard should review the enclosed Work Plan and consider if any other amendments or*
124 *additions are needed.*

125

126 Item II.8 Waitsfield Town Plan amendments update

127 At their public hearing on March 21st, 2023 the Waitsfield Planning Commission approved the updates to
128 Town Plan that they've been working on for a number of years. The updates are to the Population,
129 Housing, Energy, Natural Resources, and Land Use chapters. The next step is for the Selectboard to hold
130 a Public Hearing and review the updates, and ultimately adopt the new Town Plan. The Selectboard must
131 hold a hearing no sooner than 30 days and no later than 120 days after the Planning Commission's action.
132 Staff proposes a May 8th Public Hearing, to be noticed as part of the Selectboard's regular meeting that
133 night. The Planning Commission's adopted version of the Town Plan can be found on the [Town website](#)
134 [here](#). The Planning Commission Reporting Form and Summary Report are also enclosed.

135

136 **Recommendation:**

137 *The Selectboard should confirm that May 8th works for a Town Plan public hearing. No formal action*
138 *needed at this time.*

139

140

141 Item II.9 Review and approve Clean Water State Revolving Fund Loan Agreement

142 At their meeting on January 23rd, the Waitsfield Selectboard approved the submittal of the Clean Water
143 State Revolving Loan Fund Application for the Preliminary Engineering Report (PER) Phase of the
144 Waitsfield Wastewater Planning Project. The loan documents have been reviewed and approved by VT
145 DEC as well as VT Bond Bank. The new loan document references a total loan amount of \$199,418
146 which includes both the PER cost (\$120,665) as well as the original Feasibility Study cost (\$78,753). As
147 stated in the loan documents as well as the approval email issued by DEC on March 13th (also enclosed),
148 the project qualifies for full loan principal forgiveness, assuming all work is completed as approved.
149

150 ***Recommendation:***

151 *Consider a motion to approve Loan RF1-313-1.1 for an amended amount of \$199,418 as enclosed, and*
152 *authorize the Selectboard Chair to sign on behalf of the Board.*
153

154 Item II.10. Consent Agenda

155

156 *Any member of the Selectboard may request that an item be removed from the consent agenda for any*
157 *reason and the Chair will decide where on the regular agenda the item will be placed for further*
158 *discussion and potential action, otherwise a single motion is all that's needed to approve the identified*
159 *consent agenda items.*
160

160

161 a. Consider Approving the Minutes of 3/27/23

162 The minutes are enclosed for review.
163

163

164 b. Bills Payable and Treasurer's Warrants

165 Warrants will be emailed before the meeting and available for review in person at the
166 meeting.
167

167

168 c. Approve liquor license renewals

169

170 d. Consider approving Festival Permit for 2023 Farmer's Market

171 The Festival Permit is enclosed for the Boards' review. A check for the application fee has
172 been received and have included a lease for use of the space in Mad River Green. The
173 event would take place on 24 Saturdays from May 13th to October 21st, from 9am to 1pm
174 (with setup from 8am to 2pm).
175

175

176

177 e. Review and authorize Town Administrator to submit Grant in Aid Letter of Intent

178 The VTrans Grants-In-Aid program is tied to Waitsfield's Municipal Roads General Permit
179 (MRGP), a permit with the DEC intended to reduce stormwater related erosion on
180 municipal roads (both paved and unpaved). Through our MRGP, the town is required to
181 have a plan for stabilizing road drainage systems, including bringing those systems up to
182 basic maintenance standards.
183

183

184 The Grants-In-Aid program is designed specifically to provide funding to municipalities to
185 bring all road segments into compliance with the MRGP. They can cover a wide range of
186 projects including grading, contouring, paving, culvert replacement, etc. on currently out of
187 compliance segments. Any segment that receives funding through the Grant-In-Aid
188 program must be 100% in compliance at the completion of the project (September 30,
189 2023 for this grant cycle). A local match of 20% minimum is required which can be in-
190 kind.

191
192 VTrans has sent the town a Letter of Intent to Participate in this year's Grants-In-Aid
193 Program (enclosed). If selected by the State, next steps would be to work with the Road
194 Foreman and Road Commissioner to identify eligible projects (using the Road Erosions
195 Inventory), complete a Site Visit with VTrans to discuss the proposed project, and execute
196 a grant agreement once the final awarded amount is confirmed. The letter is enclosed.
197

198 f. Review & approve Sullivan, Powers, & Co. Audit Scope of Services for FY23, FY24 and
199 FY24

200 Sullivan, Powers, & Co. have completed the Town's audit for a number of years and have
201 provided the enclosed proposed Scope of Services for the next three years' worth of audits,
202 at a price of \$19,000, \$19,500, and \$20,000 respectively. The Town Treasurer has
203 recommended we proceed with the enclosed Scope of Services, and has provided the
204 following detail:
205

206 "After consultation with Sandy regarding our annual auditing services, my
207 recommendation is to enter into a contract with Sullivan, Powers, & Co. according to the
208 proposed scope of services. My reasoning for this recommendation is as follows:
209

210 We've used Sullivan, Powers, & Co. since Sandy last took over as Treasurer. They
211 provided our initial audit feedback to guide our strategy in correcting course after less than
212 stellar accounting principals were applied in the past. They are now intimate with our fund
213 structure, operating platform, prior deficiencies, and our cash-based accounting model.
214 While there may be cost savings to be had in competing our services to other firms, the
215 continuity of operations as we transition Treasurers, as well as their familiarity with our
216 books outweigh the potential opportunity cost in hiring a new accounting firm at this time.
217 Should circumstances arise that persuade us to pursue an alternative approach, an
218 amendment to the contract for termination can be processed. As such, I recommend we
219 enter into the proposed three-year contract for Fiscal Years 2023, 2024, and 2025 and to
220 reevaluate the situation at that time."
221

222 Item II.13. Town Administrator's Updates

223 Updates to be provided at the meeting.
224

225 **III. OTHER BUSINESS**

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

- 227 a. None received to date

Town of Waitsfield

Service Contract

This Contract (the “**Agreement**”) is entered into April 1st, 2023 (the “**Effective Date**”) by and between The Town of Waitsfield (“**Waitsfield**”) located at 4144 Main Street, Waitsfield, Vermont and Apex Trailworks, LCC (the “**Contractor**”) located at 1289 Flint Road, Braintree, Vermont 05060 also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Services.** The Contractor shall perform the services listed in this Section 1 (the “Services”).

1.1. Proposed Trail work on Scrag Mountain Forest, IAW the attached Scope of Work.

2. **Compensation.** The Customer agrees to pay the Contractor **\$24,250.00** as payment for the Services provided. This fee will be paid in accordance will the following schedule:

Total Cost of the Services: \$24,250.00

Amount Due at Signing: \$4,850.00

Amount Due at Completion: \$19,400.00

3. **Expenses.** The Customer agrees to reimburse the Contractor for amount agreed upon herein. The Customer will not be liable to reimburse the Contractor for any expense(s) that was not pre-approved or mutually agreed upon.
4. **Payment.** The Conservation Commission will do a quality control review to ensure the project was completed satisfactorily in accordance with the statement of work and this contract. Once approved with no punch list items, the Contractor shall submit a final invoice within 10 days after the completion of the project to the Town Treasurer at Waitsfld@gmavt.net. A check will be issued within 30 days after receipt of the final invoice.

5. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue for 30 days, unless otherwise terminated per the terms of this Agreement.

6. **Termination.**

6.1. The Town of Waitsfield retains the right to terminate the Agreement, should the Contractor fail to perform as instructed in the contract or for convenience. The town may terminate performance of work under this contract in whole or, from time to time, in part if determined that a termination is in the Town's interest. Terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. The Town shall still remain obligated to pay the Contractor for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Contractor terminates the Agreement, the Contractor shall reimburse Waitsfield any amounts previously paid, for which work was not yet performed.

6.2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

7. **Relationship of the Parties.**

7.1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Contractor agrees they will not enter into any agreements that conflict with their obligations under this Agreement.

8. **Dispute Resolution.**

8.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by Vermont law.

8.2. Negotiation. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

8.3. Mediation or Binding Arbitration. In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

9. General.

9.1. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.

9.2. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

9.3. Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

9.4. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

Attachments:

1. Scope of Work dated 28 March 2023

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Customer

Signed: _____

Name: _____

Date: _____

Contractor

Signed: _____

Name: _____

Date: _____



Proposal for Phase 1 Trail Construction - Scrag Mountain Town Forest

Prepared for



Contact name: James Donaldson

Town of Waitsfield Conservation Commission

4144 Main Street Waitsfield, VT 05673 Phone (802) 496-2218

Hello James and WCC,

Thank you for inviting me to submit a proposal for Waitsfield Conservation Commissions' Phase 1 Trail project in the Scrag Mountain Town Forest. After my site visit it's clear the proposed trail work is very important to foster more community use of that great recreational resource. The completed project will increase the safety and accessibility for all users and promote more non-motorized/recreation for the community and beyond. Strengthening connections through accessible trails plays a vital role in the health of an outdoor community!

My name is Zac Freeman, and I am the owner/operator of Apex Trailworks LLC, based in my hometown of Braintree, VT. Apex Trailworks is a full-service trail building & excavating company that serves Vermont and beyond. I have a long history of building multi-use trails on public and private land, as well as trail head infrastructure components, such as timber frame trail kiosks, bridges, and parking lots. Clients have included municipalities, State of Vt, US National Forest Service, non-profits, educational institutions, conservation organizations, and private landowners. My body of work extends past trail building into community and sustainable recreation development, such as the nationally recognized trail organization I helped co-found, the Ridgeline Outdoor Collective (formally RASTA), based in Rochester & Randolph VT.

My design & build skillset, experience and equipment lend itself very well to creating a sustainable built trail to the Waitsfield CC's desired specs. I am a clean and efficient operator, certified sawyer (Game Of Logging) and work very well with volunteers. I have lead countless volunteer workdays over the years, successfully building many miles of trails. Please review the following proposal and I look forward to discussing this further with you all. Let me know if you have any questions.

Thank you for your consideration,

Zac Freeman

Project Summary

Apex Trailworks will design and build roughly .95 miles or 5000' linear feet of new non-motorized hiking trail which will bypass the steep sections on the existing Scrag Mtn trail. The trail profile will utilize standards outlined in the RFP and be built with best practices throughout. The general corridor has been identified & flagged by the WCC, but no pin flags have been placed for exact tread location. The terrain lends itself well to the desired trail goals, with minimal tree removal necessary. After my walk through this fall, I was able to preliminarily visualize where a sustainable tread location would go.

Scope of Work

The proposed trail work will be built with the use of a mini excavator, and the tread surface will be finished with hand tools and the suggested use of a plate compactor for compaction. This achieves immediate surface durability and helps shed water better. The finished trail tread width will maintain the desired 18"-24", but keeping in mind Apex's 39" wide excavator will need to travel the corridor ahead of the finished surface. Re-vegetating the trail edged will be done to help seamlessly blend the new construction with the existing woodland landscape. Material staging sites were identified on the walk through and I feel the location will work well to efficiently move material into the trail construction site, if needed.

During the site visit the presence of water was not noticed. That said, sections of the trail may need to be slightly elevated, with an uphill swale to prevent any unforeseen water from seeping into the trail tread in the future. Proper steps will be taken to shed water off the trail with the possible use of grade reversals, out sloping, knicks, or smaller culverts (TBD). In the event ledge is encountered, we may need a small retaining wall to elevate the trail on the downhill side. Any design/construction changes will be relayed to you and agreed upon before work is done. Natural rock armoring will be utilized in areas that need a hardened surface. In addition, natural rock will be utilized for steps in areas needed.

Project Timeframe

The overall project will take an estimated 30 days to build from start to finish. That includes final design and layout, through finish construction. Apex Trailworks could start this project in early July 2023. There are factors that could delay the estimated timeframe, I.e. weather, material delay, equipment breakdowns etc. If any such delay occurs it would be immediately communicated to you.

Trail Design

The trail will maintain proper grades for a sustainable hiking trail, drainage profiles and constructed with a durable mineral soil surface. The structure of the trail will start with the removal of the organic layer (cut depth tbd) & replaced with a mineral soil base, then profiled & outsloped for optimal drainage. Spoils will be buried in borrow pits. The trail will maintain a 18"-24" width to maintain the accessibility needed and a plate compactor will be utilized for material compaction. Revegetating the trail boarder will be done to seamlessly blend the new trail construction into the natural woodland surroundings. The character of the trail will remain natural with a hand built feel, even though built with a mini excavator.

The size of Apex's new Deere 17g excavator (4000lbs) lends itself very well for minimal impact to the ground, with clean diesel emissions and remarkably efficient fuel consumption.

Budget

The chart below breaks down the cost related to the design and build for all of the sections combined outlined in the RFP. If any volunteer hand work is provided for corridor clearing or finish hand work, it will be reflected on the final invoice. I will do what I can to accommodate your budget, by adjusting project scope where possible.

Activity	Description	Unit Cost	Total Units	Estimated Total
Equipment and operator labor, hand labor, any materials needed	Construction of .95 miles of trail	\$4.85 lf	5000 lf +/-	\$24,250

References:

Jeff Schulz – **Northfield Town manager** - jschulz@northfield.vt.us

Susan Weaver – **Warren client** - susanbweaver@gmail.com

Angus McCusker – **Ex. Dir of Velomont Trail Collective** - angus@velomontrail.org

In closing, thank you for the opportunity to present this proposal to you. Please don't hesitate to reach out with any questions and I look forward to hopefully making this a reality for the Waitsfield community and beyond!

Thank you & Happy Holidays,
Zac



Zac Freeman / Owner

Trail design and Construction

1289 Flint Rd.

Braintree, VT 05060

802-272-6214

zac@apextrailworks.com / www.apextrailworks.com /





Scrag Mountain Town Forest
Phase I Trail Construction
REQUEST FOR PROPOSAL

Town of Waitsfield
Conservation Commission
4144 Main Street
Waitsfield, VT 05673
Phone (802) 496-2218

Prepared by: Town of Waitsfield Conservation Commission
Date: September 14, 2022

REQUEST FOR PROPOSAL
Scrag Mountain Town Forest – Phase I Trail Construction
Waitsfield, Vermont

PROPOSAL SUBMISSION DEADLINE: DECEMBER 16, 2022
QUESTION SUBMISSION DEADLINE: NOVEMBER 18, 2022

Questions may be submitted in written form to:

Contact Name: James Donaldson

Contact Address: 4144 Main Street
Waitsfield, VT 05673

Email Address: jamesd05673@gmail.com

PROJECT LOCATION

The project associated with this RFP is located at the Scrag Mountain Town Forest, 461-389 Ryle Road, Waitsfield, Vermont.

PROJECT SCOPE

The trail design calls for installation of a total of 0.95 miles of new trail comprised of six segments. These new trail segments allow for the ultimate discontinuance of use of the majority of the existing Scrag Trail (located on logging routes). Some of the planned re-routes on the so-called Scrag Gateway parcel cross or are located adjacent to the existing Scrag Trail, but as one progresses higher in elevation, they traverse away from the Scrag Trail to highlight the beauty of the forest, natural communities, and a small viewpoint afforded by a spur trail section to the top of a spruce knob.

PROJECT TIMELINE

The trail installation is desired to be completed during the 2023 construction season. Provisions for project completion in 2024 will be considered so long as the trail installation can commence in 2023.

PROJECT SPECIFICATIONS

Trail segments are to be constructed in accordance with the following standards, guidelines, or best practices:

United States Department of Agriculture Forest Service (USFS) Trail Construction & Maintenance Notebook: 2007 Edition. <https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf07232806/pdf07232806dpi72.pdf>

USFS Trail Fundamentals and Trail Management Objectives: 2016. USFS. <https://www.fs.usda.gov/managing-land/trails/trail-management-tools/trail-fundamentals>

Wetland Trail Design and Construction. <https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf07232804/pdf07232804dpi72.pdf>

The proposed segments are numbered as depicted on the project maps, and the trail alignments are flagged in the field for review. Segment flagging colors are depicted on the project maps, and the beginning of each segment is double flagged in yellow with the corresponding segment number identified with marker.

In general, trail tread is designed for an 18-24” tread, with either minimal construction techniques where drainage and sided hill terrain allow (corridor and debris clearing, trail definition) with areas of full bench construction needed in portions of most segments. Construction is intended to be completed by hand except for moving construction materials to the trail network.

Construction specifications are outlined by segment below:

1. Re-route #1 – [Flag colors = blue to orange] Segment of trail is 1,091 feet in length, tread width of 18-24”, and includes two sets of stone stairs. Construction will be accomplished by hand, including the placement of native stones for the stair sets. The alignment has been selected to minimize benching where possible, but benching will be required on portions of this segment.
2. Re-route #2 – [Flag color = orange] Segment of trail is 476 feet in length, tread width of 18- 24”, and includes the waterfall viewpoint at the switchback location. 70 feet of silt fence to be installed prior to segment construction. Construction will be accomplished by hand. The alignment has been selected to minimize benching where possible, but benching will be required on portions of this segment. One set of wooden stairs to be installed by hand.
3. Re-route #3 – [Flag colors = pink to orange] Segment of trail is 910 feet in length, tread width of 18-24”, constructed by hand. One set of wooden stairs to be installed by hand. The alignment has been selected to minimize benching where possible, but benching will be required on portions of this segment. This segment terminates at an intersection with re-routes #4 and #5.
4. Re-route #4 – [Flag color = pink] Segment of trail is 740 feet in length, tread width of 18-24”, constructed by hand.
5. Re-route #5 – [Flag color = orange] Segment of trail is 1,071 feet in length, tread width of 18-24”, constructed by hand. The alignment has been selected to minimize benching where possible, but benching will be required on portions of this segment.
6. Gateway View Spur #6 – [Flag color = orange] Segment of trail is 735 feet in length, tread width of 18-24”, constructed by hand. This is an out-and-back segment off re-route #5 The alignment has been selected to minimize benching where possible, but benching will be required on portions on portions of this segment.

COORDINATION

BID WALK/SITE VISIT

An elective site visit will be held on October 28, 2022, from 12:00pm to 4:00pm for the purpose of viewing the flagged segment alignments. Members of the Town of Waitsfield Conservation Commission will be available to answer questions or provide clarification on the proposed segment alignments and construction requirements. Bidders are welcome to access the Scrag

Mountain Town Forest at any time before or after the planned site visit. Attendance at the October 28, 2022, site visit is not mandatory.

PROJECT PROPOSAL EXPECTATIONS

The Town of Waitsfield shall award the contract to the contractor that best accommodates the various project requirements. The Town of Waitsfield reserves the right to: (i) award any contract prior to the proposal deadline or prior to the receipt of all proposals, (ii) award the contract to more than one Bidder, and (iii) refuse any proposal or contract.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by December 16, 2022, no later than 5:00PM for consideration in the project proposal selection process.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Evidence of legal authority to conduct business in the Town of Waitsfield (e.g. business license number).
5. Qualifications to do the requested work in a timely and efficient manner, based on relevant training and recent successfully completed work.
6. 2-3 references from recent work.

Proposed Outcome

- Summary of timeline and work to be completed.

Cost Proposal Summary and Breakdown

- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

SCRAG MOUNTAIN TOWN FOREST TRAIL PROJECT AREA

- Phase 1 Trail Reroutes and Additions (Green)
- Proposed Future Reroutes (Orange)
- Streams, Seeps, Ponds (Cyan)
- Existing Trails (Red)
- Existing Woods Road (Yellow)

WAITSFIELD

SCRAG MTN TOWN FOREST

TOWN OF WAITSFIELD

TOWN OF WAITSFIELD

TOWN OF WAITSFIELD

TOWN OF WAITSFIELD

East Warren Road

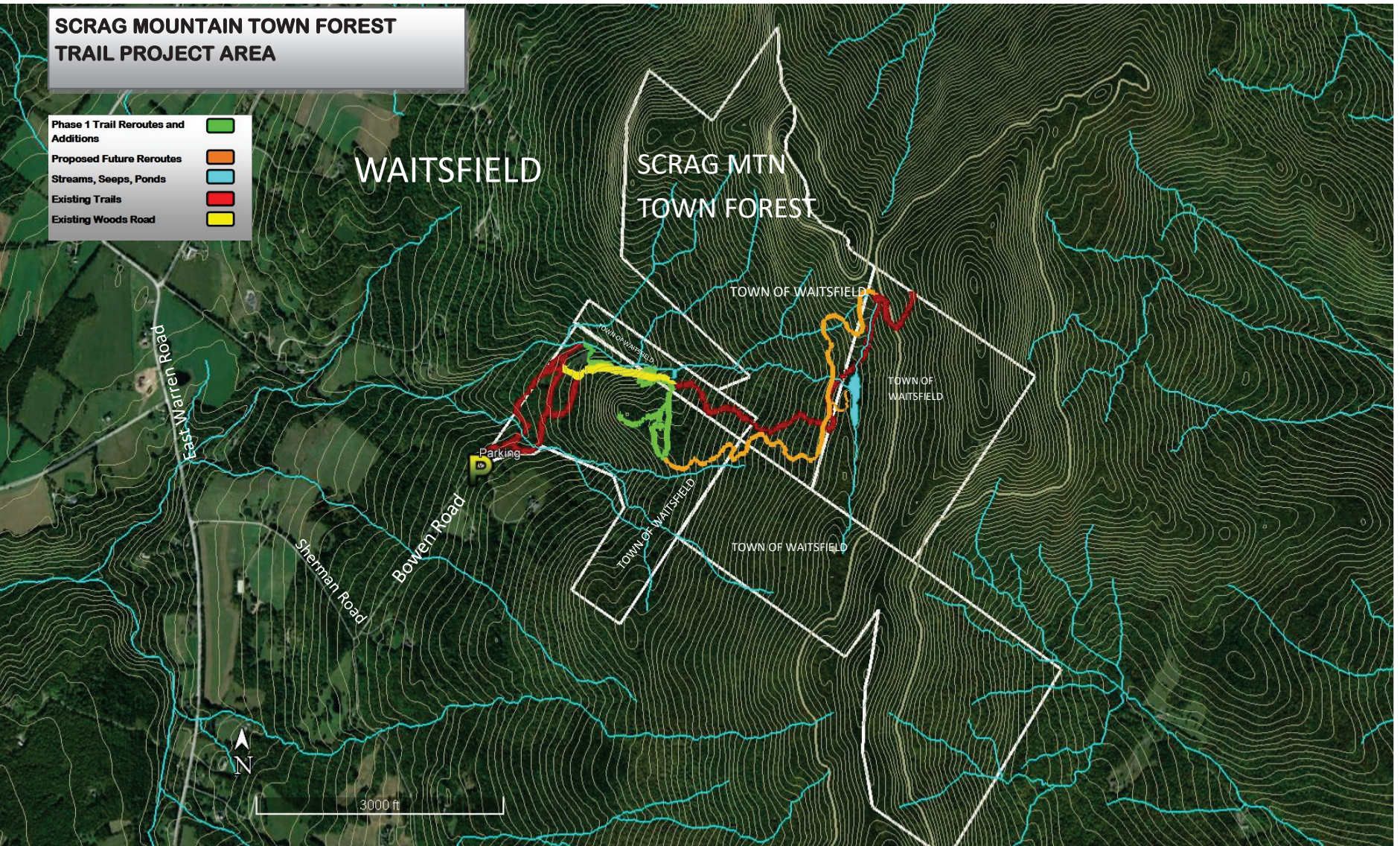
Sherman Road

Bowen Road

Parking

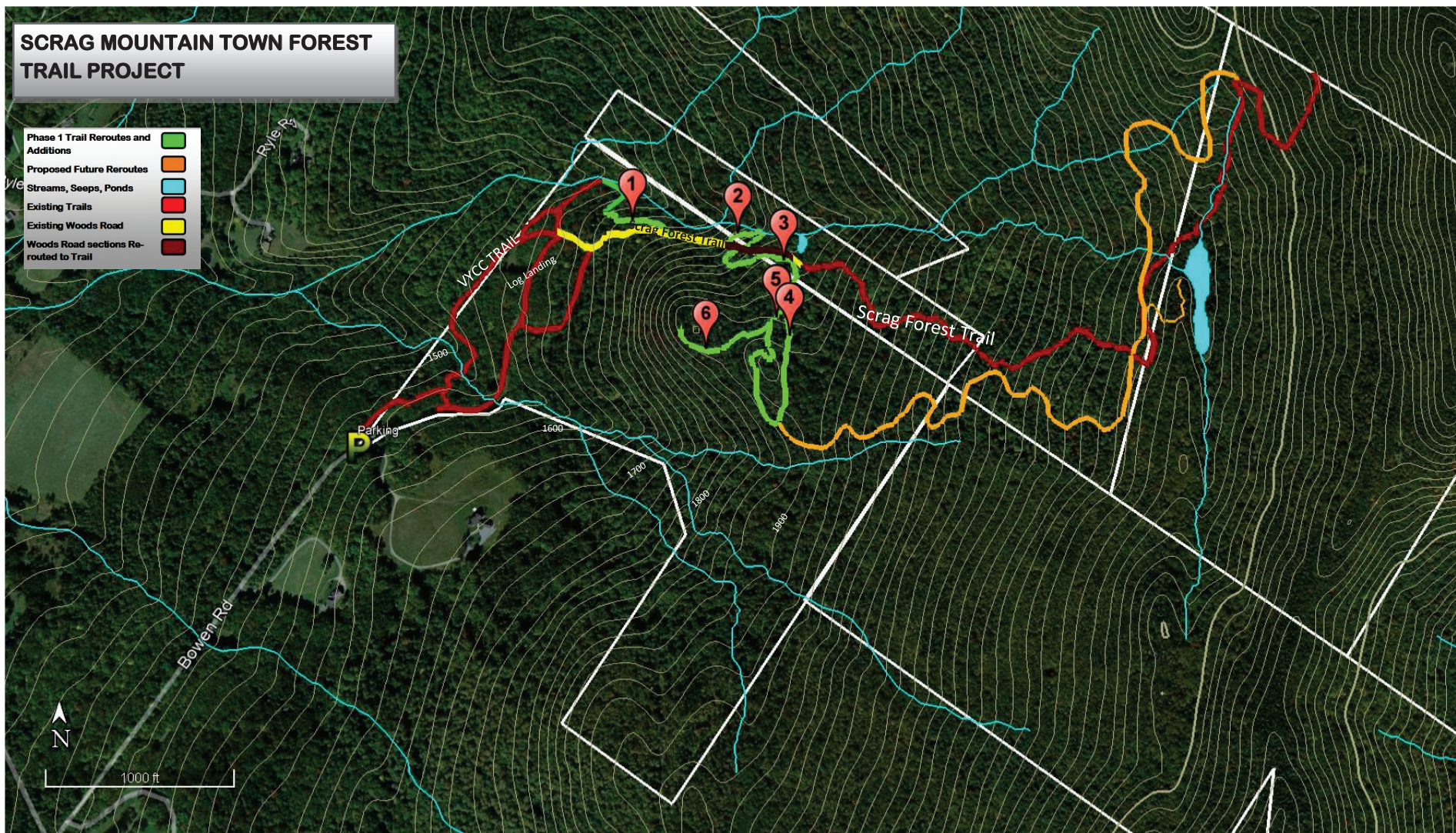


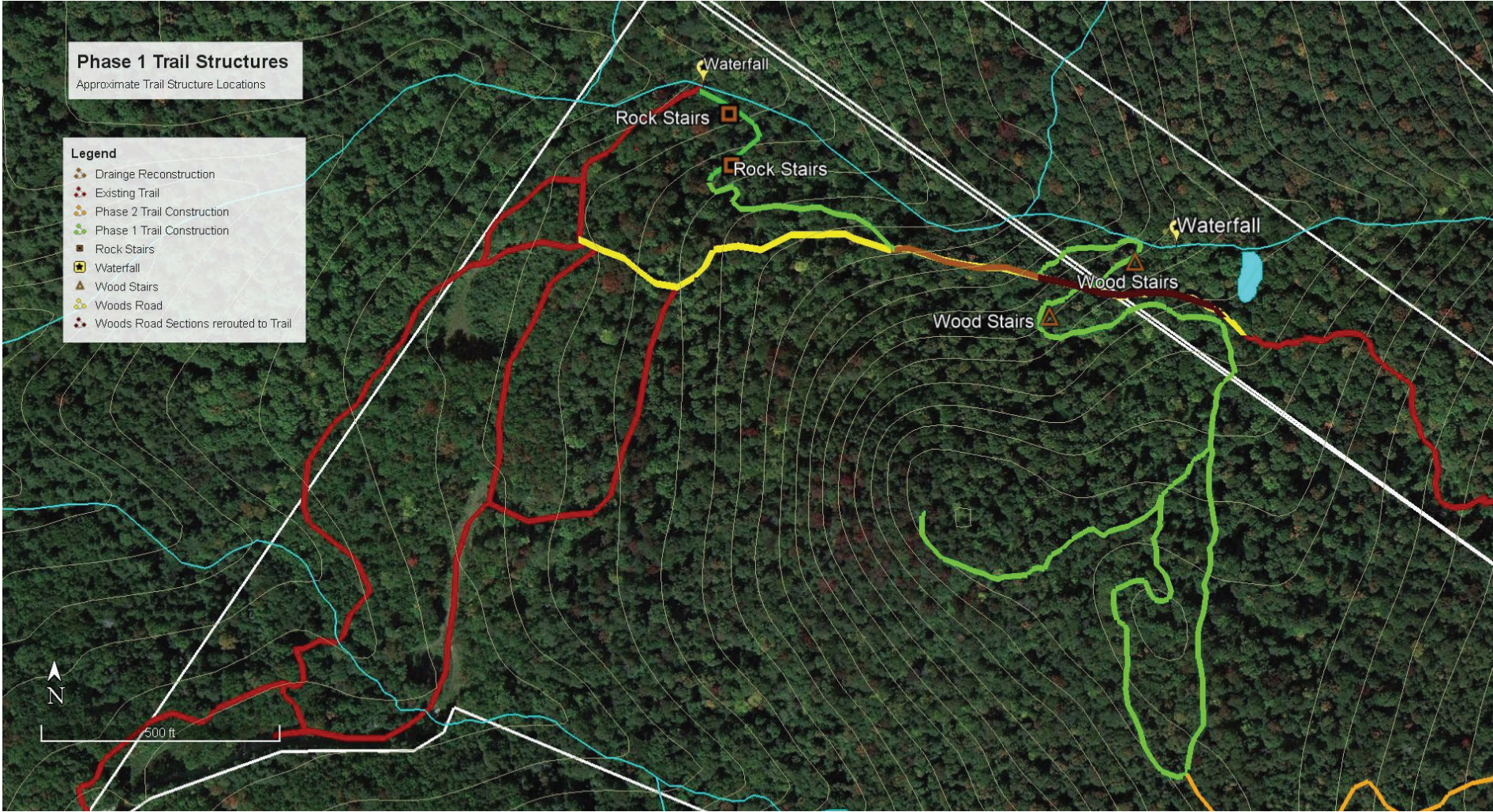
3000 ft

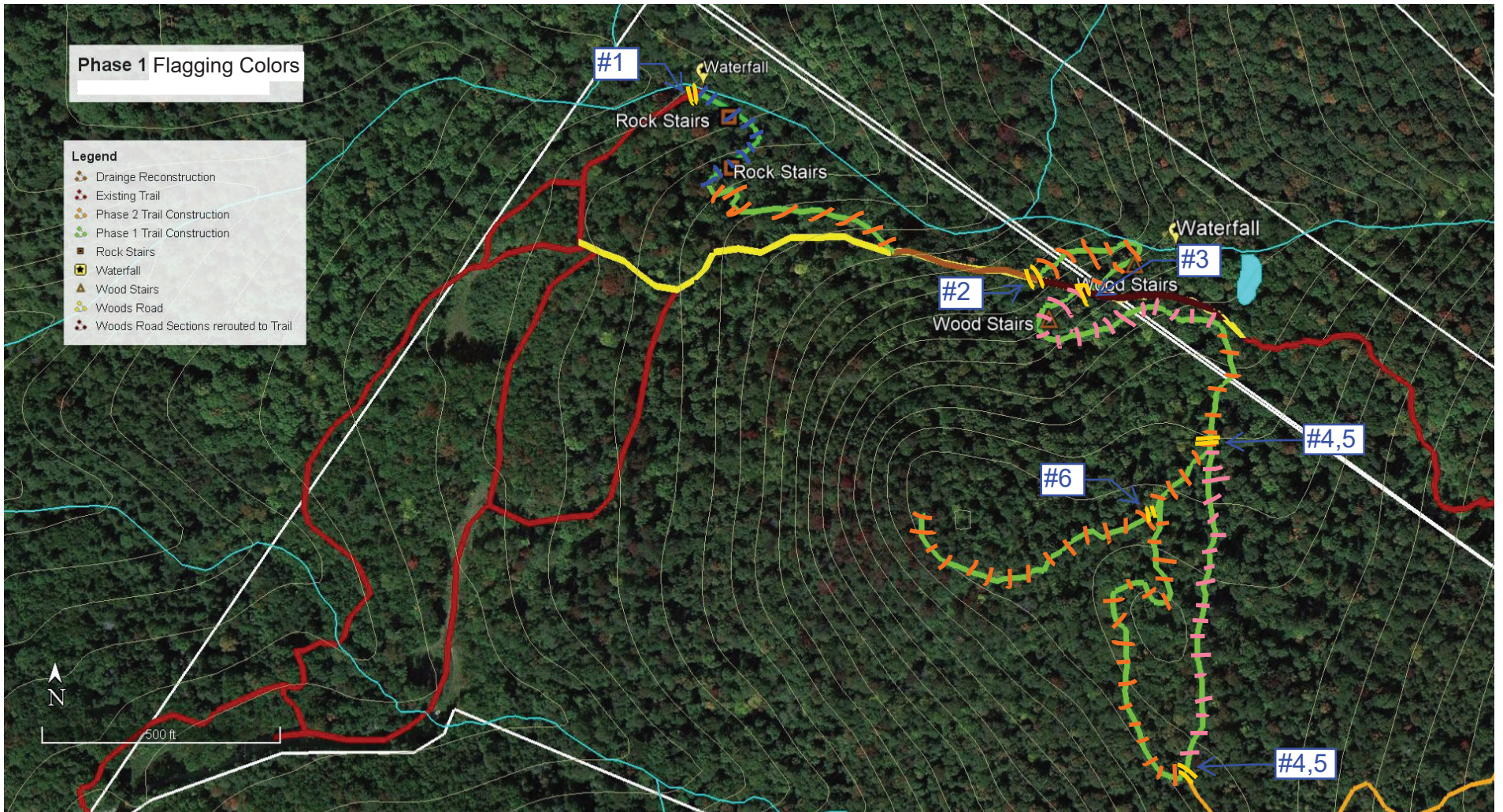


SCRAG MOUNTAIN TOWN FOREST TRAIL PROJECT

- Phase 1 Trail Reroutes and Additions ■
- Proposed Future Reroutes ■
- Streams, Seeps, Ponds ■
- Existing Trails ■
- Existing Woods Road ■
- Woods Road sections Rerouted to Trail ■









VERMONT

AGENCY OF TRANSPORTATION

FY Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

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

DISTRICT CONTACT (name):

Phone: E-Mail:

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

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

TH# ____, (Name)_____ which is a class ____ town highway.

Bridge #_____, which crosses _____

Culvert # ____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: Longitude: MM (If Available):

Problem:

Reason For Problem:

Proposed Scope of Work:

Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

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

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

Bridge Street & East Warren Road Paving Project Budget

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

Selectboard Regular Meeting Schedule - March 2023 through Town Meeting 2024

v.02: for April 10, 2023 Selectboard Meeting

*All meeting dates are Mondays with a 6:30pm start time

ALL START TIMES PROPOSED FOR 6:30 P.M. UNLESS OTHERWISE NOTED.

<u>Month</u>	<u>Dates</u>	<u>Notes</u>
April 2023	10th and 24th	<i>April 17th from 6:30pm to 7:30pm proposed as a Special Joint SB/PC meeting for updates on the wastewater project</i>
May 2023	8th and 22nd	Memorial Day is the 30th (5th Monday of the month).
June 2023	5th and 26th	
July 2023	10th and 24th	
August 2023	14th and 28th	
September 2023	11th and 25th	
October 2023	9th and 23rd	October 9th is also Indigenous Peoples Day
November 2023	13th and 27th	Town Offices are closed November 23rd and 24th for Thanksgiving
December 2023	4th and 18th	Moves to the 1st and 3rd Mondays for spacing, avoids holiday weekends, and spaces meetings.
January 2024	8th, 15th, 22nd, and 29th	Every Monday during budget development (1/15 is MLK Day). <i>Town Meeting warning target is no later than February 3rd. The 29th is an "if needed" date.</i>
February 2024	12th and 26th	
March 2024	4th and 25th	March 4th is the Town Meeting preparation meeting
<i>Town Meeting - March 5th, 2024</i>		

2023 Waitsfield Selectboard Work Plan

(April 10, 2023 SB Meeting)

***Recommended as top priority**

****Also priorities**

Projects		Status
1	Public Safety / Enforcement	
2	Further clarify and define the role and processes of the ACO	ACO was appointed in 2021 as an update to Dog Warden to better align with State Statutes
3	Property Maintenance	
4	Town Office: Maintain a list of short and long term building needs that should be kept up with annually or budgeted within the CIP moving forward	Working to create a list of known building needs and an associated capital plan for improvements.
5	Fire Station: Including new proposed work as well as work need to install the extractor, bring the building up to current fire/building safety codes, and improvement energy efficiency	There have been a number of meetings and site visits in the past few months to prioritize projects based on available funding.
6	*Highway Garage : <i>An engineer study is needed to evaluate the current building and determine if the structure should be renovated or a new location needs to be planned</i>	Included in the FY23 and FY24 budget (CIP). Randy and Annie are working with Charlie, Josh, and Tyler to put together an RFP for project design. This could potentially go to bond vote in 2024.
7	*General Wait House Property Maintenance	The Selectboard considered the GWHC report in January 2022 and in November 2022 directed staff to begin drafting bylaws for the creation of a General Wait House Committee. Short term needs: Current tenant leases need to be renewed and an updated barn use agreement drafted. Long term needs: Staff will apply for a grant through PTVT for the replacement of the main house roof. Long and short term improvements and daily management of the building should be addressed by the GWH Committee.
8	**confirm compliance with any necessary pond permits and consider maintenance plan	<i>Old records still need to be found</i>
9	Fire Department	
10	Update the Memorandum of Agreement between Waitsfield, Fayston, and the Fire Department to ensure that processes are clear	In process and a final draft was reviewed at the November Fire Department budget meeting with the Town of Waitsfield and Town of Fayston. The MOU is ready for signature except that the WFFD is seeking clarify from other sources on the detail that should be included specific to their duties.
11	Continue to update and refine the Fire Department Capital Improvement Plan	An ongoing effort that was further refined in the FY23 and FY24 budget process
12	Road Department	
13	**Work on compliance with the Municipal Road General Permit	<i>A number of road segments need to be brought up to stormwater compliance in the next month to be in compliance with our new permit (the permits run in 5 year cycles, with a new cycle beginning in April 2023). Annie and Josh are working to catch up on these old segments that weren't reported at the time improvements were made.</i>
14	*Complete the E. Warren Road culvert project	A grant was received for the project which should be bid out in March/April and set to begin once school is out in summer 2023.
15	**Apply for E. Warren Road Phase I Paving Grant	Due to the state on April 15, 2023, the goal is to pave starting at the bridge, up Joslin Hill, and continue up E. Warren Road. Staff will bring an update to the April 10th Selectboard meeting. It is possible that there is enough funding in the reserves that the Town can bid this project out even before we find out about the grant.
16	Continue review and analysis of Class 4 (and some Class 3) Road segments to potentially reclassify	This has been an ongoing need and was included in the 2021 Work Plan as well
17	American Rescue Plan Act	
18	*Facilitate the allocation of the Town's ARPA funding	The Selectboard formed an ARPA Committee in June 2022 to provide recommendations on how to best use the Town's ARPA allocation. The committee made their recommendations for committee projects to received funding in January 2023, which were accepted by the Selectboard. Staff is now working to set up agreements with the groups to receive funding and determine how to track the projects through their lifecycle. Staff is also working to identify the best use of funding for government services (town operations).
19	Planning Projects	
20	Continue to support projects that will help address the established housing needs in Waitsfield	The Water/Wastewater Feasibility Study and Bylaw Modernization projects referenced below both aim to address housing needs, as well as Town Plan updates that the Selectboard will review for adoption in 2022.
21	*Waitsfield Wastewater Planning Project	A major 2023 project. The Selectboard approved an MOU in March 2023 for project coordination between the Town and MRPVD, with MRPVD staff serving as project coordination lead. The goals of 2023 is to complete Preliminary Engineering work and begin construction design while also completing a significant fundraising effort, in anticipation of a 2024 bond vote.

22	Bylaw Modernization	The Waitsfield Planning Commission received a grant award to pursue updates to the Waitsfield Zoning Bylaws to address things such as housing in growth areas in town. The subcommittee tasked with leading the work has been meeting regularly with the SE Group (project consultant) and providing regular updates to the entire Planning Commission. A community meeting is scheduled for Wednesday, March 29th.
23	**Downtown Transportation Fund Grant for RRFBs at the WES crosswalk	The town received funding for the project and is working through questions related to relocation of a speed radar sign before the RRFBs are installed. The hope is to complete this work in summer 2023.
24	Provide support to the VOREC project as a team member	Staff has spent a good amount of time working on the proposed pedestrian path associated with the VOREC project as well as attending team meetings.
25	*Coordinate with VTrans on the Route 100/17 Intersection project	
26	Ordinances, Resolutions, and Policies	
27	Incorporate the Declaration of Inclusion into the guiding policies, rules, resolutions, and ordinances of the Town	The Waitsfield Declaration of Inclusion was adopted on February 28, 2022
28	**Update/clarify Ordinances that were identified in the past year	Including the Public Festival Ordinance (to better align with zoning standards) and the Dog Ordinance (to include the ACO or adopt a new ACO Ordinance), the Enforcement Ordinance (to update all enforcement officers), and the Road Ordinance (to clarify the school safety zone)
29	**Ensure all ordinances/resolutions are recorded and tracked as required by State Statute and consider a policy for when any ordinance/resolution/policy should be revisited	
30	Update the Personnel Policy to reflect any updates in hours	Update in 2022 after new staff are hired/onboarded
31	Revisit 2021 Tax Stabilization Policy draft	This was included on the 2021 Work Plan and has not been addressed to date
32	Town Administration	
33	**Update all contracts and put projects/contracts out to bid that are set to expire	To move forward now that the FY23 budget has been approved
34	*Address cybersecurity needs for Town Office (including an updated email system and website)	Based on direction from VLCT PACIF this will be increasingly important in years to come. The Town has allocated ARPA funding toward the upgrading of the Town website. This project will also include updating the Town's email addresses for enhanced security.
35	Continue exploring options for a server transitions and record retention system/policy	This was discussed in 2021 but has not been completed to date. The ARPA Committee supports the use of ARPA funds for this purpose. Assistance may be needed with this project.
36	**Work with Cemetery Trust to update investment policies	This work has begun but follow up meetings are needed, including with the new Town Treasurer
37	Capital Planning	
38	**Further refine and clarify the CIP process for vehicles / equipment / buildings	Staff is attending a Capital Planning conference in April, hosted by VT Bond Bank. Continuing to improve the Town's capital planning should be an ongoing goal.
45	Identify opportunities to capitalize on available grant funding (at the state/federal level)	With the increase in Treasurer hours, this has been added to the Treasurer/Grant Admin role
39	Further develop long term plans for stormwater, culverts, bridges, paving, invasive species management, and pedestrian improvements	
40	Conservation, Climate, and Natural Resources	
41	Continue to assess the Town's energy use and determine where energy efficiency and/or renewables may be appropriate as projects arise	
42	Support the Tree Committee in adopting and implementing an Emerald Ash Borer Management Plan and find a Tree Warden	Voters approved the creation of invasive species management reserve fund at Town Meeting 2022 which will be available in FY23
43	Support the Conservation Commission in their work to address Japanese Knotweed	The Conservation Commission has been working all summer on their knotweed programing, including the hiring of interns. The Selectboard approved the use of almost 3/4 of the newly created Invasive Species Management Fund toward the project.

Notice of Public Hearing

WAITSFIELD PLANNING COMMISSION PUBLIC HEARING Proposed Town Plan

In accordance with state statute [24 V.S.A. Chapter 117 §4384], the Waitsfield Planning Commission will hold a public hearing on **Tuesday, February 7, 2023, 7:00 P.M. at the Waitsfield Town Offices** (4144 Main Street) to receive public comment regarding the proposed Waitsfield Town Plan. This will be a hybrid meeting and the public may attend in person at the Waitsfield Town Offices or remote via Zoom with telephone and/or video access. To join the meeting remotely, use this link:

**<https://us02web.zoom.us/j/9190265312>
Meeting ID: 919 026 5312
Or call: 1 929 205 6099**

The Waitsfield Planning Commission has been working to update the Waitsfield Town Plan for the past three years. The draft is a partial re-write of the 2017-2025 Town Plan. A preliminary draft has been prepared and the Commission is soliciting additional input from Town residents before formally proposing a draft to the Waitsfield Selectboard for adoption.

Changes to the 2017 Town Plan are encompassed mainly among Chapters 4, 9, 11, and 12. Some of changes to the Town Plan are technical and grammatical in nature. Data and information related to the town, its residents, housing, and economy have been updated throughout Chapter 4 (Housing) and Chapter 9 (Energy). The Tables in Chapter 4 and 9 reflect current data from the Waitsfield Annual Reports, 2020 U.S. Census, or other sources. Some policies have been deleted or reworded to read as policies, or moved to the Task section if appropriate.

Substantive revisions were made to the 2017 Town Plan, as well. Updates were included in response to new statutory requirements, including the incorporation of the goals of Act 174 and the State's Commitment to be 90% renewable by 2050, and the Energy chapter is now intended to serve as the Town's Enhanced Energy Plan. Chapter 11 was updated to address Act 171 and the Designated Village Center boundary has also been included.

The Town Plan is consistent with the goals established in 24 V.S.A. §4302, and the revisions do not alter the designation of any land area. The proposed Waitsfield Town Plan includes all of the required elements set forth in the Act [§4382], including the following specific chapters that have been updated:

I. Chapter 3: Population

This chapter has been updated with the most recent 2020 census data about the population in the Town of Waitsfield (and Washington County and the State). Tables and graphs were updated and data sources cited. Updates were also made to Goals, Policies and Tasks.

II. Chapter 4: Housing

This chapter has been updated with the most current data about housing in the Town of Waitsfield. Corrections were made as well as deletions of incorrect data. Tables and graphs

were updated and data sources cited. Updates were also made to Goals, Policies and Tasks. Minor revisions made to assure consistency with Act 171 and Act 174.

III. Chapter 9: **Energy**

Much of the prior chapter has been deleted and the chapter is now intended to serve as the Town of Waitsfield's Enhanced Energy Plan. This energy plan reflects efforts by the Planning Commission to incorporate the goals of Act 174, and the State Commitment to be 90% renewable by 2050. Included with this section is a draft map indicating potential siting of sustainable energy projects that conform to other goals of the plan. The energy chapter clarifies which types of energy projects are desired and in what parts of Waitsfield they may be suitable. These changes are being made in order to further State Planning Goals and the Vermont Comprehensive Energy Plan. Updates were also made to Goals, Policies and Tasks.

IV. Chapter 11: **Natural Resources**

This chapter was updated to address Act 171. The chapter includes new mapping of Critical Forest Tiers and habitat crossings. It also includes the Designated Village Center boundary and changes in preferred development illustrations. Updates were also made to Goals, Policies and Tasks.

V. Chapter 12: **Land Use**

This chapter was updated with a new Future Land Use map. The Future Land Use Map was updated to be consistent with the goal of maintaining rural character with a designated village center, and to address the new forest block goals in the plan. The new map includes forest blocks, habitat connectors, water service area, and conserved lands and reflects roads, rivers, perennial streams, and ponds. Five new designated areas were agreed upon for the Future Land Use map: Industrial, Forest/Conservation, Moderate Density, Rural, and Village. Updates were also made to Goals, Policies and Tasks.

In addition, the map appendix in the 2017 Plan was removed and the maps were inserted into the body of the Plan.

Copies of the full text of the proposed Waitsfield Town Plan and accompanying maps are available for examination at the Waitsfield Town Office during regular office hours or can be viewed online at: <http://www.waitsfieldvt.us/>. You may also send comments and suggestions to the Planning Commission, 4144 Main St., Waitsfield, VT 05673 or email them to pza@gmavt.net.

Dated at Waitsfield, Vermont, January 5, 2023
Alice Peal, Chair
Waitsfield Planning Commission

Planning Commission Reporting Form for Municipal Plan Amendments

Town of Waitsfield, Vermont

January 5, 2023

This report is in accordance with 24 V.S.A. §4384(c) which states: “*When considering an amendment to a plan, the planning commission shall prepare a written report on the proposal. The report shall address the extent to which the plan, as amended, is consistent with the goals established in §4302 of this title.*”

A public hearing by the Planning Commission on the proposed changes to the 2017 Waitsfield Town Plan will be held at **7:00pm on Tuesday February 7, 2023** in the upstairs meeting room at the Waitsfield Town Office, 4418 Main Street, Waitsfield, VT.

The Planning Commission has prepared draft changes to the Town Plan for the Town of Waitsfield as required for re-adoption in accordance with 24 V.S.A. §4387. The proposed 2023 Town Plan revisions are intended to address the statutory criteria for re-adoption, including consideration of:

- Recommendations of the regional planning commission;
- Input from the community;
- Consistency with the State Planning Goals in 24 V.S.A. §4302;
- Address all of the required plan elements as specified in 24 V.S.A. §4382;
- Internal consistency among the different plan elements;
- Compatibility with the Regional Plan and municipal plans from adjoining towns;
- Establishing a program and schedule for implementing the plan.

In consideration of the above criteria, the 2023 proposed changes include a few minor edits as well as the following substantive changes:

Chapter 3: **Population**

This chapter has been updated with the most recent 2020 census data about the population in the Town of Waitsfield (and Washington County and the State). Tables and graphs were updated and data sources cited. Updates were also made to Goals, Policies and Tasks.

Chapter 4: **Housing**

This chapter has been updated with the most current data about housing in the Town of Waitsfield. Corrections were made as well as deletions of incorrect data. Tables and graphs were updated and data sources cited. Updates were also made to Goals, Policies and Tasks. Minor revisions made to assure consistency with Act 171 and Act 174.

Chapter 9: **Energy**

Much of the prior chapter has been deleted and the chapter is now intended to serve as the Town of Waitsfield’s Enhanced Energy Plan. This energy plan reflects efforts by the Planning Commission to incorporate the goals of Act 174, and the State Commitment to be 90%

renewable by 2050. Included with this section is a draft map indicating potential siting of sustainable energy projects that conform to other goals of the plan. The energy chapter clarifies which types of energy projects are desired and in what parts of Waitsfield they may be suitable. These changes are being made in order to further State Planning Goals and the Vermont Comprehensive Energy Plan.

Chapter 11: **Natural Resources**

This chapter was updated to address Act 171. The chapter includes new mapping of Critical Forest Tiers and habitat crossings. It also includes the Designated Village Center boundary and changes in preferred development illustrations.

Chapter 12: **Land Use**

This chapter was updated with a new Future Land Use map. The Future Land Use Map was updated to be consistent with the goal of maintaining rural character with a designated village center, and to address the new forest block goals in the plan. The new map includes forest blocks, habitat connectors, water service area, and conserved lands and reflects roads, rivers, perennial streams, and ponds. Five new designated areas were agreed upon for the Future Land Use map: Industrial, Forest/Conservation, Moderate Density, Rural, and Village.

In addition, the map appendix in the 2017 Plan was removed and the maps were inserted into the body of the Plan.

General Notes:

- (1) We do not anticipate significant probable impacts on the surrounding area (e.g., traffic, overall pattern of land use) as a result of these proposed changes.*
- (2) We do not anticipate significant probable impact on the municipal tax base nor the need for public facilities.*
- (3) There is no substantive change proposed in this plan with respect to vacant land.*
- (4) The changes proposed are relatively minor, but help to better address the suitability of the areas for the proposed purpose. For example, this plan strongly encourages the most intensive development to occur where existing infrastructure better supports it.*
- (5) The proposed changes are more appropriate in terms of modifying the Future Land Use Map to be consistent with recent changes and better reflecting existing conditions and future potential for development.*

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-313-1.1

Loan Amount: \$199,418

1. Town of Waitsfield, the Municipality, hereby certifies to the Vermont Municipal Bond Bank (“Bond Bank”) that:
 - (a) It will secure all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the “Project”), if any, as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Note, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan, if any, and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Note shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan, if any.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C) available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality’s certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Note payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any

changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

6. The period of performance for this agreement begins upon execution and ends five years after execution.

7. Notwithstanding paragraph 14 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

8. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

10. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

11. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

12. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

13. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

14. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

15. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

16. The Municipality will obtain flood insurance for any insurable portion of the Project.

17. The Municipality agrees to use the loan proceeds solely for the project for which the loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Funds will be disbursed from Federal Award ID Number CS500001## (## equals last two digits of award year). Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <https://dec.vermont.gov/water-investment/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

18. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

19. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

20. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall

have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.


21. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

22. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), may apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208, as applicable.

23. The effective date of the Loan Agreement is the execution date of the General Obligation Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

VERMONT MUNICIPAL BOND BANK

By: 

Executive Director

Attest:

Clerk

Town of Waitsfield

By: _____
Chair of the Governing Body

And by:

Treasurer

Date _____

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Note

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This planning loan amendment is for the development of a preliminary engineering report and environmental information document for a new community wastewater system. It consolidates the original Step I loan that funded the feasibility study for this project.

Conditions:

- 1) Repayment of this loan shall commence no later than five (5) years after the execution of the loan.
- 2) If the project funded with this loan proceeds to construction within five (5) years of loan execution and the construction project is funded with a SRF loan, the planning loan will be consolidated with the construction loan.
- 3) The engineer will meet with the Water Investment Division (WID) to present work summaries at 30% work completion, 60% work completion, and 90% work completion, or as otherwise directed by the WID engineer. Disbursements will not be made without each required meeting and disbursements above 90% of the loan amount will not be made until the final documents have been received, reviewed, and approved by WID.
- 4) After completion of planning, if project construction is to be fully funded by grants and/or loans administered by other federal, state, or local funding agencies (referred to as “alternative funding”), the Applicant will, within sixty (60) days of receiving alternative funds, repay the entire portion of the CWSRF planning loan. Under certain circumstances partial or full planning loan forgiveness may be allowable, such as when planning costs are not being paid for from alternative funds.
- 5) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES WHERE APPLICABLE

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation 16 USC §469a-1
- Bald and Golden Eagle Protection Act, 16 USC §668-668c
- Clean Air Act, 42 USC §7401
- Coastal Barrier Resources Act, 16 USC §3501
- Coastal Zone Management 16 USC §1451
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act, 16 USC §1531
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990 (1977) as amended by Executive Order 12608 (1997)
- Environmental Justice, Executive Order 12898
- Protection and Enhancement of the Cultural Environment, Executive Order 11990 (1977), as amended by Executive Order
- Farmland Protection Policy Act, 7 USC §4201
- Fish and Wildlife Coordination Act, 16 USC §661
- Magnuson-Stevens Fishery Conservation and Management Act, 16 USC §1801 *et seq.*
- Marine Mammal Protection Act, 16 USC §7703 *et seq.*
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act 54 USC § 300101 *et seq.*
- Rivers and Harbors Act, 33 USC §403
- Safe Drinking Water Act, 42 USC §300f
- Wild and Scenic Rivers Act 16 USC §1271

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 USC § 47113 - Minority and disadvantaged business participation

- Equal Employment Opportunity, Executive Order 11264
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Signage requirements per 2015 EPA guidance
- 2 CFR 200.216 and section 889 of Public Law 115-232, Prohibition of certain telecommunication and video surveillance services or equipment
- Build America, Buy America (BABA) provisions of the Federal Infrastructure Investment and Jobs Act (IIJA)

EXHIBIT C

\$199,418

UNITED STATES OF AMERICA
STATE OF VERMONT
Town of Waitsfield
GENERAL OBLIGATION NOTE

The Town of Waitsfield (hereinafter called the “Municipality”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$199,418.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 0.00%, subject to change based on final disbursed value, beginning on 4/1/2028 as follows:

There is no repayment schedule for this loan. The loan principal and loan forgiveness are equal.

EXHIBIT C

This Note is payable in lawful money of the United States at M&T Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Note is issued by the Municipality for the purpose of financing planning of infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and a vote of the governing body of the Municipality duly passed on 1/23/2023.

This Note is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Note to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

Town of Waitsfield

By: _____

Majority of its Governing Body

Date _____

Treasurer

Town of Waitsfield

GENERAL OBLIGATION NOTE

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a fully registered Note, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank St, Suite 401, Burlington, VT 05402.

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the Town of Waitsfield (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was found and determined that the public interest and necessity required certain public wastewater improvements described in Exhibit A, and it was further found and determined that the cost of making such public improvements would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same shall be submitted to the legal voters at meetings thereof, and it will be ordered, all of which action will be hereby ratified and confirmed; and

WHEREAS, the Municipality has applied for financial assistance in planning for the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$199,418.00 to be discounted by the amount of up to \$199,418, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 0.00%.

AND WHEREAS, the Note to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Note to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

BE IT FURTHER RESOLVED, that the Note when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Note, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the note and bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Note, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Note in the face amount of \$203,753.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that M&T Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Note and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Note payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Note is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Note nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Note, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

EXHIBIT D

ATTEST:

Clerk

Town of Waitsfield

By: _____

Majority of its Governing Body

And By:

Its Treasurer

Zimbra

townadmin@gmavt.net

RF1-313-1.1, Town of Waitsfield, Authorized Letter of Funding

From : Brown, Thomas <Thomas.Brown@vermont.gov>
Subject : RF1-313-1.1, Town of Waitsfield, Authorized Letter of Funding
To : Waitsfield Town Administrator <townadmin@gmavt.net>
Cc : Eagan, Denise <Denise.Eagan@vermont.gov>, pza@gmavt.net,
Jonathan Ashley (D&K) <jashley@dubois-king.com>, Martínez
Cazón, Hugo <Hugo.Martinez.Cazon@vermont.gov>

Mon, Mar 13, 2023 11:15 AM

 3 attachments

Dear Annie Decker Dell'Isola,

This letter serves as notification that the Town of Waitsfield's above referenced loan in the amount of \$120,665 has been fully processed internally at the Agency of Natural Resources and is currently being forwarded to the Vermont Bond Bank (VBB) for underwriting. Please note that this project qualifies for additional subsidy in the form of loan principal forgiveness, to be applied at project completion, of up to 100% of eligible planning loan costs up to \$120,665 as outlined in our FFY2022 Intended Use Plan (IUP).

In this step, VBB has the completed funding authorization packet and will process it. This process can take anywhere from 4 to 6 weeks. When that underwriting procedure is complete, you can expect an email with the final loan documents for review and signature. Once the authorized representative has signed these documents and returned them to VBB, the loan will be fully executed and you may begin to reimburse for project costs. We will contact you after loan execution to provide you with disbursement instructions. Please note that this communication is for information and does not indicate a loan approval.

As part of the [Cost & Effectiveness](#) provisions of this loan, you should expect a follow up communication from Efficiency Vermont regarding this project and any assistance that their program may be able to assist with.

If you have any questions regarding the information or requirements presented in this document, feel free to contact me at thomas.brown@vermont.gov or 802-622-4205.

Sincerely,



Tom Brown | CWSRF Project Developer
Vermont Agency of Natural Resources | Department of Environmental Conservation
Water Investment Division, Water Infrastructure Finance Program
1 National Life Drive, Dean Davis Building | Montpelier, VT 05602
802-622-4205 office/cell

Thomas.Brown@vermont.gov

[Vermont Water Infrastructure Financing Programs Website](#)

The Agency of Natural Resources supports telework, and there are times when I may be working from another office location. I am available to connect by phone and email. I am also available to connect in-person upon request.

VT SRF application submission is now online! Visit <https://anonline.vermont.gov> to get started.

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, March 27, 2023**

4 **Draft**

5
6 **I. Call to Order:** The meeting was called to order at 6:31 pm by Annie Decker-Dell’Isola. The
7 meeting was held in person at the Waitsfield Town Offices and remotely via Zoom.

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

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

10 Others Present: Kevin Anderson (Planning Commission), Don Le Haye, Anthony Italiano
11 (MRVTV), Beth Kendrick, Curt Lindberg, Alice Peal (Planning Commission)

12
13 **II. Regular Business.**

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

16 It was agreed to address the election items before the Public Forum. Ms. Decker-Dell’Isola also
17 noted that some liquor license renewals had been received, and it was agreed to include
18 approval of these in the Consent Agenda. Mr. Messer requested that the approval of the Town
19 Meeting minutes be removed from the Consent Agenda and discussed separately.

20
21 **2. Selectboard Organizational Meeting - Elections.**

22 **MOTION:** Election of Chair

23 *Ms. Sullivan accepted a nomination to serve as Chair; she was elected unanimously.*

24
25 **MOTION:** Election of Vice Chair

26 *Mr. Shupe accepted a nomination to serve as Vice Chair; he was elected unanimously.*

27
28 **3. Public Forum.**

29 Ms. and Mr. Spaulding asked about the handling of the water situation and other issues at their
30 Center Fayston Road property. After some discussion with the Spauldings on various topics,
31 Board members explained that they need to gather further information before responding in
32 full to the Spauldings’ questions. The Spauldings requested consideration of an emergency
33 variance for the storage trailer on their property, a review of the compensation provided for
34 the 2016 flooding at their property, and a full survey of the Center Fayston Road location in
35 relation to their original property lines. Ms. Sullivan asked that the Spauldings keep the Board
36 informed regarding the repair of the water line serving the property.

37
38 **4. Selectboard Organizational Meeting.**

39 **MOTION:** Meeting Schedule

40 *Slight changes were made to the proposed meeting schedule; a motion to adopt the schedule as*
41 *amended then passed unanimously.*

42
43 **MOTION:** Newspaper of Record

44 *A motion to set the Valley Reporter as the newspaper of record passed unanimously.*

47 Rules of Procedure and Conflict of Interest Policy

48 It was noted that the Rules of Procedure reflect changes agreed upon last year; some points
49 were clarified regarding recusal and ensuring that the votes of Board members attending
50 remotely are recognized.

51 **MOTION:** *A motion to adopt both the Rules of Procedure and Conflict of Interest Policy passed*
52 *unanimously.*

53

54 **5. Town Meeting 2023 debrief.**

55 There was some discussion of the level of attendance and voting percentages, along with a
56 mention of potentially providing for food at next year's meeting.

57

58 **6. Review appointments & reappointments to Boards, Committees, & Commissions.**

59 Ms. Decker-Dell'Isola provided a written list, as well as some updated information, regarding
60 Town Board and Commission members who were interested in being reappointed to their
61 positions. Don Le Haye and Alice Peal both expressed interest in serving on the Central
62 Vermont RPC and TAC; it was agreed that Mr. Le Haye would continue to serve as the
63 Waitsfield representative for both groups, with Ms. Peal as an alternate. Ms. Sullivan noted
64 that she would like to step down as the MRVPD representative; Mr. Shupe agreed to take this
65 role, with Ms. Gonda noting that she may also be able to attend some of the PD meetings. It
66 was indicated that a Tree Warden, Planning Commissioner, and Inspector of Lumber are
67 positions that need to be filled. Ms. Peal read Steve's Shea letter of resignation from the PC.
68 Ms. Sullivan indicated that she would serve on the Water Commission Task Force.

69

70 **MOTION:** *A motion to approve all appointments as proposed was made by Mr. Shupe. The*
71 *motion was seconded by Mr. Curtis. All voted in favor.*

72

73 **7. Planning Commission update on Bylaw Modernization project.**

74 Mr. Anderson provided background information and a summary of the steps taken by the PC
75 and the progress made to date in their work with SE Group on the Bylaw Modernization
76 project, inviting Selectboard members to attend the upcoming Open House. This event is one
77 of the community engagement strategies developed by SE Group along with the PC; and will be
78 gathering input regarding both Irasville and the Village areas. Mr. Anderson explained that
79 work in the upcoming phase of the project will be consideration of potential bylaw changes to
80 be proposed; the intent is to complete this aspect of the project within the next few months.

81

82 There was some discussion of the impacts on any planned bylaw revisions in relation to
83 completion of the ongoing Water and Wastewater study; Mr. Anderson explained that the
84 intent is to provide recommended changes that take into consideration both the situation
85 where that study results in new systems or one where wastewater capacity is not increased.

86

87 Ms. Gonda left the meeting at this point.

88

89 **8. Conservation Commission updates.**

90 a. Consider request for Invasive Species Reserve Funds to implement 2023 Knotweed Program

91

92 Mr. Lindberg provided information from the Commission, affirming the budget request amount
93 for this program, which will be expanded this year. He explained that coordination between
94 the three MRV towns is planned for the upcoming season, as well as expansion of the program
95 to address other invasive species. Grants have been applied for to enable further growth of the
96 program.

97
98 **MOTION:** *A motion to approve an allocation of the remaining \$2,450 from the Invasive Species*
99 *Reserve to 120 go toward the 2023 Knotweed project, as well as \$7,500 starting in FY24 from*
100 *the \$10,000 reserve 121 allocation approved as part of the FY24 budget was made by Mr.*
101 *Curtis. The motion was seconded by Mr. Messer. All voted in favor.*

102

103 **9. Consider ARPA Allocation for Government Services (record digitization).**

104 Ms. Decker-Dell’Isola had provided information regarding other expenditures that are
105 anticipated that will be using records restoration reserve funds, as well as details of the quote
106 information received for digitizing Town land records.

107
108 **MOTION:** *A motion to approve the Town Clerk’s request to allocate \$50,644 in ARPA funds*
109 *toward the records restoration project, as outlined in the enclosed quote from Recordsforce,*
110 *was made by Mr. Shupe. The motion was seconded by Mr. Messer. All voted in favor.*

111

112 **10. Review and approve Bruhn Historic Preservation Grant App. – General Wait House**
113 **Improvements.**

114 There was some discussion regarding whether to plan for a standing seam or asphalt shingle
115 roof; it was decided to install asphalt shingles. It was also discussed which building(s) to roof.
116 The carriage barn roof is newer, and so will not be part of this project. The Board directed Ms.
117 Decker-Dell’Isola to seek guidance from the Preservation Trust regarding whether or not to
118 include the other outbuildings in the grant application, as the understanding is that some of
119 those may not be structurally sound enough to withstand the roof work without some
120 preliminary underlying work being completed.

121
122 **MOTION:** *A motion to authorize the Town Administrator to submit the enclosed Bruhn*
123 *Revitalization Grant application subject to minor edits based upon additional input as approved*
124 *by the Town Administrator was made by Mr. Shupe. The motion was seconded by Mr. Messer.*
125 *All voted in favor.*

126

127 **11. Review 2023 Selectboard & Town Administrator Work Plan.**

128 Ms. Decker-Dell’Isola provided a document for review, including some suggested prioritization.
129 A meeting with the Cemetery Trustees was added to the list, and it was agreed that work
130 regarding the Route 100/17 intersection should be of higher priority. It was noted that cyber
131 security is being addressed through several IT avenues. Ms. Decker-Dell’Isola also explained
132 that Randy Brittingham is taking on some of the related administrative work.

133
134 The updates agreed upon will be incorporated into an updated document for review at the next
135 Board meeting.

136

137 **12. Consent Agenda.**

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

- 141
142
 - Approval of the Minutes of March 6, 2023
 - Bills Payable and Treasurer’s Warrants
 - Review Water Commission proposed CD
 - Review, accept, and designate anonymous donation to Wait House reserve account

146
147 **13. Approval of the Minutes of March 7, 2023 (Town Meeting)**

148 Mr. Messer requested that the minutes include that Sandy Gallup received a standing ovation
149 for her years of service to the Town.

150 **MOTION:** *A motion to approve the Minutes of March 7, 2023 with the suggested addition was*
151 *approved unanimously.*

152 **14. Selectboard Roundtable.**

153 Mr. Messer reported on two closures of ACO cases. The dog Otis has been rehomed. Elwin Neill
154 has purchased some heifers that he had been sheltering and feeding. Mr. Messer also provided
155 an update on a recent dog bite incident on North Road; those dogs are now licensed.

156
157 **15. Town Administrator’s Updates.**

158 Ms. Decker-Dell’Isola noted that:

- 159
 - A draft of the Wait House Committee bylaws will be ready for review at the next Board
160 meeting.
 - Cemetery trustees will be contacted in order to schedule a time for them to meet with
161 the Board.
 - She is in touch with VTrans regarding the northern recreation path crosswalk; a site visit
162 has taken place.
 - MRVPD has approved the Wastewater Project MOU for Joshua Schwartz’s time; the first
163 team meeting will be held in the coming week.
 - The Town is likely to be changing banks, and is beginning to look at the process of
164 putting banking services out to bid.
 - The PC has held their public hearing for the Town Plan, made some edits based on
165 feedback received, and has passed the Plan to the Selectboard for review.

166
167
168
169
170
171 **16. Executive Session.**

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

174
175 The meeting entered Executive Session at 8:20 pm and returned to open session at 8:50 pm.

176

177 No further action was taken.

178

179 **III. Other Business**

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

181 **IV. Adjourn**

182 The meeting adjourned at 8:50 pm.

183 Respectfully submitted,

184 Carol Chamberlin, Recording Secretary

Town of Waitsfield

Application for Public Festival Permit

TOWN OF WAITSFIELD

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

- 1) Name of Festival: Waitsfield Farmers Market
- 2) Date(s) of Festival: May 13th thr October 21st 2023
- 3) Location of Festival: Mad River Green
- 4) Hours of Festival: 9 to 1 w/Setup 8-2
- 5) Sponsor of Festival: Farmer Market Board
- Address: PO Box 1342
Waitsfield VT 05673
- Phone #: 802-355-4986 e-mail: www.waitsfieldmarketmanager@gmail.com

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

<u>Bridget Lamell</u>	<u>email-reignvermont@gmail.com</u>
Name	Name
<u>802 355-4986</u>	<u>@gmail.com</u>
Phone	Phone
Address	Address
<u>PO Box 9415 Waitsfield</u>	

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

<u>Crosspoint Assoc.</u>	<u>300 Third Avenue</u>
Owner	Address
<u>781-916-8680</u>	<u>Waltham, MA 02451</u>
Phone	
<u>Peggy Bunker</u>	

- 8) A. Number of tickets to be printed, if applicable: _____
- B. Number of persons reasonably expected to attend: 500 / Saturday / 24 Weeks
- C. Fee: \$25 for each 250 persons expected to attend: \$ _____
- D. If festival is charitable or non-profit, are you requesting a fee waiver? NO
- If so, please explain the charitable or non-profit nature of the event: _____

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

Parking provided by Crosspoint Associates

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

Sandwich Boards, parking & no parking signs
Website, newspaper - marketing.

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

Farmers Market vendors and Music Gazebo

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

Farmers Market vendors - only

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

B. Mitchell
Signature

Bridget Lamell
Printed Name of Applicant

3/29/23
Date

Disposition of application – For Town Use Only

Denied: _____ Granted: _____ Date of Selectboard Action: _____

Conditions:

By: Waitsfield Selectboard

\$500 check rec'd 3/30/23
check # 965

AGREEMENT

This License Agreement (the "Agreement") is made as of the 15h day of March, 2023 by and between Mad River Green Shopping Center LLC c/o Crosspoint Associates, Inc., 188 Needham Street, Suite 255, Newton, MA 02464 (the "Licensor") and Waitsfield Farmer's Market Corp. with a business address of P.O. Box 1342, Waitsfield, Vermont 05673 (the "Licensee").

In consideration of the mutual promises herein contained, Licensor and Licensee agree as follows:

1. Licensor hereby licenses and grants permission to Licensee to use a certain parcel of land located at the Licensor's facility at Mad River Green Shops, on Route 100 in Waitsfield, Vermont, as designated the "Licensed Area" on Exhibit A, attached hereto, for the sole purpose of operating a farmer's market on Saturdays during the term hereof (the "Licensed Area").
2. The foregoing license shall commence on May 14, 2023 and shall terminate on October 15, 2023. Notwithstanding the foregoing, unless terminated for cause as provided herein, this License may be terminated at any time by thirty (30) days prior written notice given by Licensor to Licensee. If terminated for cause, Licensee shall vacate the Licensed Area within ten (10) days of written notice from Licensor. For purposes of this paragraph, the meaning of the term "cause" shall include, but not be limited to: (a) any property repair requiring access to the Licensed Area; (b) Licensee negligence of the Licensed Area or abutting Licensor property without repairing after notice; and, (c) Licensor is required by its lender, the Town of Waitsfield or other governmental authority to shut down the farmer's market.
4. On or before May 1, 2023, Licensee shall pay to Licensor in full the license fee of \$1,750.00 by mailing or delivering same to the address set forth herein for Licensor.
5. Licensee accepts the Licensed Area in "as is" condition. During the term of this License Agreement, Licensor shall be responsible for keeping the Licensed Area clean and without debris. Upon conclusion of the License period, Licensee shall return the Licensed Area to Licensor in the same condition that it was received in, usual wear and tear excepted.
6. Licensor does not assume any liability whatsoever for bodily injury, death or property damage of any kind or nature to or suffered by Licensee or any of Licensee's agents, contractors, employees, visitors and invitees. Licensee hereby waives and releases any and all claims or damages against or liability of Licensor for bodily injury, death or property damage from any cause occurring on or about the property. In each case to the fullest extent permitted by applicable law. Licensee agrees to defend, indemnify and hold harmless Licensor, its affiliates,

and its officers, directors, agents and employees from all claims, liabilities, loss, damages, costs and expenses, including but not limited to reasonable attorney's fees and costs, arising out of bodily injury, death or property damage of any kind or nature arising in whole or in part from any exercise of Licensee's rights under this license and/or the use of the Licensed Area to the fullest extent permitted by law. The provisions of this paragraph 6 shall survive expiration or termination of this Agreement.

7. Licensee shall not make any alterations to the Licensed Area and shall not cause a nuisance or waste in or of the Licensed Area and abutting Licensor property.
8. Licensee shall provide comprehensive general liability insurance with a combined single limit of not less than \$2 million in respect to any one person and \$3 million in respect to any one occurrence on account of bodily injury (including death) and property damage, insuring against all liability of Licensee and its agents, contractors, employees, visitors and invitees arising out of or in connection with Licensee's exercise of its rights hereunder. Such insurance shall name Licensor and Crosspoint Associates, Inc., as additional insureds. Licensee shall provide a certificate of insurance to Licensor as the certificate holder. Such insurance shall a) be written by such, companies licensed to provide insurance in the State of Vermont on such terms, in such form and for such periods as Licensor shall approve (such approval not to be unreasonably withheld, conditioned or delayed), b) be primary and without right of contribution from another insurance which may be available, c) waive any right of setoff, counterclaim, subrogation or any deduction in respect of any liability of Licensor to Licensee, its agents, contractors, employees, visitors and invitees, d) provide that with respect to Licensor, the insurance shall not be invalidated by any action or inaction by Licensee, its agents, contractors, employees, visitors and invitees, including without limitation, any misrepresentations made by Licensee in the procurement of such insurance, and e) provide that it shall not be cancelled or amended without at least 30 days prior to written notice to Licensor.
9. Licensee shall have no right to sublet or assign any of its rights under this Agreement.
10. Cumulative Remedies. All rights and remedies of Licensor and Licensee set forth herein are in addition to all other rights and remedies available at law or in equity. All rights and remedies available hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Licensor or Licensee of any such right or remedy shall not prevent the concurrent exercise of any other right or remedy hereunder or subsequent exercise of the same or any other right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default hereunder or of any of Licensor's or Licensee's rights or remedies in connection therewith. Neither Licensor nor Licensee shall be deemed to have waived any default hereunder unless such waiver is set forth in a written instrument. If Licensor or Licensee waives in writing

any default, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Agreement except as to the specific circumstances described in such written waiver. Nothing contained in the Agreement shall limit or prejudice the right of Licensor to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Agreement an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved.

11. If Licensee shall record this Agreement or any notice of this Agreement, this Agreement shall thereupon terminate.
12. Notice to either party shall be in writing and shall be validly given when hand-delivered with return receipt provided or sent by courier or express services guaranteeing overnight delivery or by certified mail return receipt requested, addressed to the address set forth in the Agreement for each party and, in the case of Licensor, directed to The Mad River Green Shopping Center LLC c/o Crosspoint Associates, Inc., 188 Needham Street, Suite 255, Newton, MA 02464 and in the case of Licensee, to Waitsfield Farmer's Market Corp., P.O. Box 1342, Waitsfield, Vermont 05673 or such other address or such person as either party may specify in writing from time to time.
13. Licensee is a Vermont domestic, non-profit corporation and hereby warrants that the individual executing this Agreement has obtained all authorization and approvals necessary to enter into this Agreement on behalf of Licensee.
14. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
15. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns, subject to the provisions hereof restricting assignment or subletting by Licensee.
16. This Agreement may be executed in multiple counterparts and may be executed and delivered in electronic format including, without limitation, as a PDF submitted by email and each complete copy shall be deemed to be an original.
17. This Agreement is the entire Agreement between the parties, superceding all prior oral and written communications between the parties, and shall be governed with all respects by the laws of the State of Vermont. When required by the context of this Agreement the singular shall include the plural, and vice versa, and each of the masculine, feminine and neuter genders shall include each of the others.

IN WITNESS WHEREOF, Licensor and Licensee have signed this Agreement under seal as of the day and year first above written.


LICENSOR:
Mad River Green Shopping Center LLC

By:  _____

Name: John W. Hueber

Title: Manager

LICENSEE:
Waitsfield Farmer's Market Corp.

By:  _____

Name: Miranda Dalton

Title: Farmers Market Manager

Sullivan, Powers & Co., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

77 Barre Street
P.O. Box 947
Montpelier, VT 05601
802/223-2352
www.sullivanpowers.com

Fred Duplessis, CPA
Richard J. Bringham, CPA
Chad A. Hewitt, CPA
Wendy C. Gilwee, CPA
VT Lic. #92-000180

RECEIVED

December 22, 2022

DEC 23 2022

TOWN OF WAITSFIELD

Selectboard
Town of Waitsfield, Vermont
4144 Main Street
Waitsfield, Vermont 05673

We are pleased to provide a proposal to continue to provide audit services to the Town of Waitsfield, Vermont.

SCOPE OF SERVICES

We are prepared to perform an audit of the modified cash basis financial statements of the Town of Waitsfield, Vermont as of and for the years ended June 30, 2023 through 2025. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Waitsfield, Vermont.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Statement of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balance – Budget and Actual – Budgetary Basis – General Fund.
2. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Governmental Funds.
3. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Governmental Funds.
4. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Special Revenue Funds.
5. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Special Revenue Funds.
6. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Capital Projects Funds.
7. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Capital Projects Funds.

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion about whether your basic financial statements are fairly presented, in all material respects, in conformity with modified cash basis accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in "Government Auditing Standards", issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Waitsfield, Vermont and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Waitsfield, Vermont's financial statements. Our report will be addressed to the Selectboard of the Town of Waitsfield, Vermont. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by "Government Auditing Standards". The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the Town's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with "Government Auditing Standards" in considering the Town's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Waitsfield, Vermont is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in "Government Auditing Standards", may not satisfy the relevant legal, regulatory, or contractual requirements.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, “Government Auditing Standards” do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and “Government Auditing Standards”. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROL

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to “Government Auditing Standards”.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and "Government Auditing Standards".

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Waitsfield, Vermont's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to "Government Auditing Standards".

OTHER SERVICES

We will also assist in preparing the financial statements and related notes of the Town of Waitsfield, Vermont in conformity with modified cash basis accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with modified cash basis accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with modified cash basis accounting principles. Your responsibilities include acknowledging to us in the written representation letter that you are responsible for the supplementary information in accordance with modified cash basis accounting principles; that you believe the supplementary information, including its form and content, is fairly presented in accordance with modified cash basis accounting principles; that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

AUDIT ADMINISTRATION

Richard Brigham, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is our property and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will provide copies of our reports to the Town of Waitsfield, Vermont; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform us before entering into any substantive employment discussions with any of our personnel.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

FEE ARRANGEMENTS

Based on our knowledge of your programs and accounting system and the current regulations and guidelines, we have determined that the audit services can be performed for the following fees provided that the books are closed and reconciled and our to do list is completed prior to our commencing fieldwork.

2023	\$19,000
2024	\$19,500
2025	\$20,000

Fees for any other accounting services we provide will be billed based on the time of the individuals performing these services at our standard hourly rates plus out-of-pocket expenses.

Our procedure is to bill on a monthly progress basis for work performed to date. Accounts are due and payable upon receipt. A finance charge of one percent (1%) per month will be charged on balances over thirty (30) days.

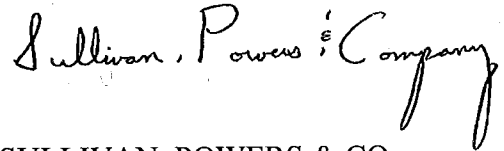
GENERAL CONDITIONS

We are prepared to commence work as soon as formally engaged. Fieldwork will be completed with the final reports issued by September 30 provided that the books are closed and reconciled and our to do list is completed by August 1. A draft of the audit report will be submitted for your review prior to its issuance. We will issue the final reports within one (1) week of your approval of the draft reports.

The audit documentation for this engagement will be retained for five (5) years after the report release date or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

If the terms are acceptable to you and the services are in accordance with your requirements, please sign in the space provided and return an executed copy of this letter to us.

Respectfully submitted,



SULLIVAN, POWERS & CO.
Certified Public Accountants

We understand that the purpose of this is to clarify the services to be performed by you and the fee arrangements. We hereby confirm to you that we agree to the contents of this letter.

Dated: _____