



GENERAL WAIT HOUSE COMMISSION AGENDA

September 9, 2024 at 5:00 p.m.

THE GENERAL WAIT HOUSE COMMISSION WILL BE HOLDING A HYBRID MEETING. THE PUBLIC MAY ATTEND IN PERSON AT WAITSFIELD TOWN HALL OR REMOTE VIA ZOOM WITH TELEPHONE AND/OR VIDEO ACCESS. THOSE PARTICIPATING MAY SPEAK DURING THE DESIGNATED PERIODS.

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

General Wait House Commission

Marty DeHeer

Lois DeHeer

Gib Geiger, Vice-Chair

AnnMarie Harmon, Chair

Mary Kathleen Mehuron

Tenant Representatives:

Misha Goldman

Beth Kendrick

Onome Ofoman

Sam Robinson

Joshua Schwartz

Ira Shadis

Town Administrator

Vacant

Town Clerk

Jennifer Peterson

Town Treasurer

Vacant

Waitsfield Town Office

4144 Main Street

Waitsfield, VT 05673

(802) 496-2218

www.waitsfieldvt.us

1. **CALL TO ORDER / ROLL CALL**
2. **REVISIONS TO AGENDA, IF ANY (5 +/- min)**
3. **PUBLIC FORUM (5 +/- min)**
4. **APPROVAL OF MINUTES – August 5, 2024 (5 +/- min)**
5. **CURRENT STATUS OF THE GWH FROM TENANTS (10 +/- min)**
6. **REPORT ON THE CRUCIBLE OF CHANGE EVENT (10 +/- min)**
7. **SHORT-TERM COMMITTEE REPORT (15 +/- min)**
 - a. Status of Petty Cash
 - b. Status of the Roof
 - c. Maintenance Work Completed
8. **LONG-TERM COMMITTEE REPORT (15 +/- min)**
 - a. Short Film for Fundraising
 - b. Rotary Club Presentation
9. **RENTAL POLICY (10 +/- min)**
 - a. Tenant Rent Increases
 - b. Short-term Rental Contract
 - c. Updating Long-term Rental Contracts
10. **OTHER BUSINESS (10+/-min)**
11. **ADJOURNMENT**

TOWN OF WAITSFIELD, VERMONT
General Wait House Commission Meeting Minutes (draft)
Monday, August 5, 2024

Members Present: Gib Gieger, AnnMarie Harmon, Beth Kendrick
(Representing the General Wait House Tenants), Lois DeHeer, Marty DeHeer, Kathy Mehuron

Members Absent: None

Staff Present: None

Others Present: Fred Messer, Selectboard member

Regular Business

1. Call to Order

The meeting was officially called to order at 5:08 PM by AnnMarie Harmon. The meeting was held in person at the Town Office and remotely via Zoom.

2. Review the Agenda for addition, removal, or adjustment of any items.

Agenda for the evening was accepted after the removal of "Report on Crucible of Change Event".

3. Public Forum.

No public comment was received.

4. Approval of the 6/10/24 meeting minutes.

The minutes from the June 10, 2024 meeting were reviewed with a correction by the short term committee to clarify that an expense item the Historical Society might cover is for tree work. The minutes were motioned for approval by Marty and seconded by AnneMarie, resulting in a unanimous agreement.

5. Current Status of the GWH (15 +/- min) long term committee

Beth: it is a quiet time at GWH for tenants with no tenant meeting this past month.

The building is hot with musty smells. Beth reported opening hallway windows, running a fan in the hallway to circulate air and address musty smell. She is newly operating an air-conditioner to comfortably work during the extraordinarily hot summer.

6. Short-term Committee Report

a. Status of Petty Cash and Bisbee's Account

Gib: expenses for shutter repair expected. There is about \$1000 balance in petty cash

b. Maintenance Work Completed

Reviewed maintenance list. Gib has been away a lot and can now address GWH work: windows, screens, shutters, storms being worked on. Communication about contents removed during basement clean-out: Disposed items were heavily represented by old Chamber of Commerce marketing/event materials. Concern was expressed by Lois/Marty about storage of cleaning supplies. Beth reported supplies were gathered onto a shelf and on a pallet in the space cleared of the old chamber materials.

Gib recommended use of an air exchanger to remove stale air and improve air flow. Gib will donate use of sump pump to help to dry the basement, hopefully reducing musty smells.

Lois recommended painting inside entrance ceiling white to improve light and reduce electric light usage.

7. Long-term Committee Report (15 +/- min)

Kathy Mehuron presented on fundraising efforts and referred to a recommended fundraising book written by AnnMarie's brother. He recommended making a short movie to rebrand the GWH to improve community awareness and interest in fundraising for the GWH. A time is already booked to present to the Rotary. Use silent fundraising with goal to raise half of needed funds before publicizing public fundraising efforts. Kathy and AnnMarie plan to approach leading donors and need something in hand to present to these donors. Have been gathering a group of people to work on a promotional film. Have created music score, drone footage, script and are initiating interviews with community members. Aiming for September film debut to support a multi-million-dollar fundraising effort.

Encourage events at the GWH to develop a GWH public culture, support community engagement and develop interest/awareness of the building

Mission of fundraising efforts: first wave is to secure building by dealing with initial maintenance needs and restore the structure. Second wave is to develop expanded uses.

8. Rental Policy (10+ min)

a. Short term rental contracts

Marty: Do renters have rental insurance for short term use of barn/conference room? Barn rental usage agreement is being formed and this requirement will be in it. AnnMarie: there could be a GWH website established with rental agreements posted for public use of spaces.

Marty/Lois questioned whether MRPath's use of barn and outdoor storage space was ok'd by Selectboard. There were differing opinions about this.

b. Long-term rental contracts

Marty questioned validity of tenants providing input into their own rental agreements and encouraged the select board to take charge of setting rents. AnnMarie identified steps of that process, including completing repairs to expect market rates. Discussion around Historical Society's non-rent paying status and their use of the prime rental space previously occupied by the anchoring tenant Chamber of Commerce. Additional lost income due to exit of an upstairs tenant who shared space with a current tenant. Must do a full analysis of all rental streams, including increasing rental spaces/tenants and utilizing resources well. Gib is in the process of gathering information to fully analyze rental structures. Beth reported holding rental insurance as a standard item in past GWH tenant rental agreements.

AnnMarie stated that rental policies will be a standing GWHC agenda item

9. Other Business

None

10. Adjournment

The commission set the next meeting date for September 9th at 5 PM.

The meeting adjourned at 6:07 PM. Gib motioned to adjourn, and Lois seconded. Unanimous approval.

Respectfully submitted,
Beth Kendrick

OFFICE LEASE AGREEMENT

TENANT

Waitsfield Historical Society
4061 Main Street
Waitsfield, VT 05673

LANDLORD

Town of Waitsfield
Administered by:
The General Wait House Commission
4144 Main Street
Waitsfield, VT 05673

Commented [LU1]: Can we include further contact info tenants can use to communicate questions/property issues?

PURPOSE

The purpose of this **Office Lease Agreement** is to make sure that both parties are aware of their responsibilities in this agreement. Here are the lease property details:

Lease Property Type: **Commercial, nonresidential**

Lease Property Description: **Rooms Designation: Office #101, Office 102, Parlor #103, parking area, office entrance, co-use of conference room & kitchen. It is suitable for an office.**

Lease Property Address: **4061 Main street, Waitsfield, VT.**

Commented [LU2]: What does this sentence refer to?

TERM & RENEWAL

Office occupancy will start on:

The initial term of this Office Lease Agreement will start on **January 1, 2025**

~~And end on Saturday, August December 31, 2025.~~

This Office Lease Agreement will automatically renew on each anniversary of the start date (January 1 of each subsequent year), unless either party provides written notice of termination at least two months prior to the January 1 renewal date.

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PAYMENT

The monthly rent is **\$,000.00 (\$1.25 per square foot) monthly Rent.**

Rent is due on the first of every month without notice.

~~An initial deposit of \$500.00 will be required.~~

The selected payment method is **Check or electronic money transfer.**

The Landlord reserves the right to increase the monthly rent once per year at the beginning of each annual lease term, with three months prior written notice to Tenant. ~~is not allowed to increase the rent payment in 1 year. It means that it can only be increased once every year.~~

The Landlord will provide a receipt for payment of rent upon written request ~~for every payment~~. If requested, a printed copy will be provided or a digital copy will be sent to the tenant's email.

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Room Designation	Square footage	Price per Square foot	Total room price
Parlor #103	236	Gifted	0.00
#101	150		
#102	250		
Totals	636		

Previous Leases/Agreements

All previous leases are hereby superseded. Any and all agreements, memorandums of understanding, and such, ~~whether~~ written or verbal, are null and void.

Security Deposit A security deposit of \$500 is due at the signing of the lease. Existing tenants occupying office space prior to the start of the initial lease term will be exempted from this requirement.

Termination

The Tenant may terminate this lease at any time with two (2) months prior written notification to the landlord.

Utilities & Taxes - The landlord agrees to pay for ~~all utilities and~~ property taxes, internet connectivity, and all utilities except for telephone service ~~except for~~

~~telephone service~~. Landlord shall pay for snow removal and lawn and grounds upkeep.

Commented [LU3]: Internet isn't considered a utility for some reason, so it's probably worth mentioning separately to avoid confusion.

ALTERATIONS

Alterations and upgrades of any kind and or hardware component of the leased property is not allowed without prior written permission from the Landlord.

INDEMNIFICATION

The Landlord will not be liable for any expense, damage, or loss to any person or Tenant's property.

The Landlord will not be liable for theft.

The Landlord will not be liable for any injury, illness, or damage to other persons

INSPECTION, REPAIRS, MAINTENANCE

Major maintenance and repairs ~~or issues with~~ of the leased property will be handled by the Landlord. The Landlord has the right to perform an inspection of the leased property provided that the given date and time are shared with the Tenant with reasonable notice.

SUBLETTING

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

OTHER RULES

Number of People - The leased property should only be used by the specified number of people when this agreement was signed. Overcrowding of the leased property can lead to a warning or eviction.

Smoking - Smoking is not allowed in the vicinity of the leased property. Written consent from the Landlord is needed.

Pets - Pets are allowed if they will be limited, and the Tenant will be responsible for handling them. A separated document policy will be provided and needs to be signed prior to pets being allowed on the property. Also, written consent from the Landlord is required. If there is an issue of any kind, the dog will not be permitted on the premises. Dogs must have a current registration and must have up to date ~~d~~ vaccinations.

Commented [LU4]: What is intention here? Needs clarification

Additional Costs - The tenant shall not purchase any product or service which will ~~require~~ confer a financial obligation to the Landlord. If doing so, the tenant assumes full financial responsibility.

Commented [LU5]: Ambiguous language, not sure what is intended here.

Laws - Tenant will abide by the laws of the State of Vermont, local ordinances/directives and zoning regulations.

Garbage - Garbage disposal should be done appropriately in accordance with the local law and internal agreement between the landlord and the tenant. Recycling products is required.

Respect - The Tenant should respect the property, neighbors, landlord, and any personnel in the vicinity of the property.

Visitors - Visitors are permitted to visit the rental property and common areas.

Other Activities - The Tenant agrees not to perform any illegal or unlawful activities on these premises. Activities other than normal office space usage requires a written request for, and the approval by, the General Wait House Commission, two (2) weeks in advance.

Common Areas - Common areas are not storage areas. As such, they are to be kept clear of all items and materials at all times.

Air Conditioning Units - No window mounted AC units are to be used. Freestanding units within the office space only.

Barns & Shed - ~~The barn, sheds exterior grounds and any and all parts thereof shall not be used for storage of any type by the Tenant.~~ Usage of these spaces requires a four (4) week advance written request and the approval of the Landlord. The GWH Commission shall provide a standardized request form and procedure for approval. Proof of liability insurance shall accompany the request for any activities proposed to be conducted anywhere on these premises. The barn, sheds exterior grounds and any and all parts thereof shall not be used for storage of any type by the Tenant.

Basement - The basement shall not be used for storage.

Physical Security - A key will be provided to the tenant at the time of the execution of this lease. Lost keys require lock set replacement to ensure continued security. A fee of \$100 will be imposed for a new lock set and its installation. One key will be secured at the municipal building by the Town Clerk.

INSURANCE

The Landlord will be responsible for the insurance of the leased property including the building structure and the elements that are pre-built or pre-installed prior to the tenant.

The Tenant will be responsible for the insurance of his/her personal belongings, consumables, or anything that belongs to him/her.

The Tenant shall provide Proof of Liability insurance to the Landlord in advance of any activities that they are expecting to conduct on the GWH property beyond standard office use.

DEFAULT

The Tenant is not allowed to assign the ownership, responsibilities, or commitment of the leased property. The Tenant is not allowed to sublet the leased property.

SAFETY

The Landlord and Tenant will be responsible for making sure the leased property is safe prior to or before the Tenant occupies it. Safety compliance should be implemented to make sure that the property is safe which includes Building structure safety, electrical safety, gas safety, water safety, smoke detectors, and furnishings. If the tenant observes a possible safety hazard they are to immediately notify the landlord.

Commented [LU6]: Moved the first sentence to the end of this paragraph to eliminate any ambiguity about approved uses of the barns & shed

Commented [LU7]: May be worth specifying reasons that key would be used? Just imagining objections from tenants about indiscriminate access to spaces, and hoping we can head those off

Commented [LU8]: Specify how? There are no telephone numbers or email addresses included in any of the landlord/GWH Commission contact info

AMENDMENT

No modification or change of this Office Lease Agreement shall be considered valid unless made in writing and agreed upon by the involved parties.

GOVERNING LAW

This Office Lease Agreement shall be governed under the laws of the State of Vermont.

SIGNATURE

By signing below, you agreed to the terms and conditions, payments, and all the content of this Office Lease Agreement.

TENANT SIGNATURE

LANDLORD SIGNATURE

DATE

DATE

