



WAITSFIELD PLANNING COMMISSION AGENDA

July 16, 2024 at 7:00 p.m.

Planning Commission
Beth Cook
Robert Cook
Emma Hanson
AnnMarie Harmon, Vice-
Chair
Becca Newhall
Alice Peal
Jonathan Ursprung, Chair

THE PLANNING 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

Planning & Zoning Administrator
J. B. Weir

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 (10 +/- min)**
4. **APPROVAL OF MINUTES – JUNE 18, 2024 (10 +/- min)**
5. **ALICE UPDATE (15 +/- min)**
 - a. CVPRC
 - b. Climate Action Plan
 - c. LHMP
6. **VILLAGE MASTER PLANNING (60 +/- min) AnnMarie/JB**
7. **WASTEWATER PLANNING PROJECT UPDATE (10 +/- min) JB/Bob**
8. **OTHER BUSINESS (10+/-min)**
9. **ADJOURNMENT**

**Waitsfield Planning and Zoning Administrators Report
Planning Commission July 16, 2024 meeting**

6. Village Master Planning (MPG)

The final contract has been submitted, reviewed and signed by Select Board Chair, Christine Sullivan, and SE Group. A copy of the executed contract is in the packet.

On Tuesday July 16, the steering committee and SE Group will have the first official meeting for the project from 10:30 – noon. Mrs. Harmon and the PZA will update the full PC that evening. Ideally, an initial preliminary schedule will be discussed, along with identifying what existing materials can be utilized by SE Group to get started pursuant to item 1(a) of the workplan.

The PZA and Mrs. Harmon met on July 12 to delineate past studies, reports, planning efforts, etc. which would be of value for SE Group to review at the outset of the project. These will be provided to SE Group in digital or hard copy form after the kickoff meeting next week.

7. Wastewater Planning Project Update

After the departure of Annie Decker Dell’Isola as project manager, Joshua Schwartz has resumed his role in that capacity, although not to the same extent as prior. Mr. Schwartz, SB member Chach Curtis and the PZA will meet every Monday as the new project team. This team will also be working on all funding matters. The makeup of the Engineering Technical Team remains unchanged.

The Town has submitted responses to DEC’s feedback on the ESA for final design. Approval is pending. Mr. Morris and the PZA have been working to get the nonbinding connection agreements back from priority parcel owners. These are necessary for submittal along with the USDA finding application.

As mentioned in the 6/18 meeting packet, the project was included on Senator Welch’s CDS list for \$2.5 million. I am please to note that the project has also been included on Senator Sanders CDS list for \$5 million. Moreover, the project team was notified that the Town was awarded \$1 million for final design from the 2024 ARPA monies! Lastly, per the draft Intended Use Plan (CWSRF), the project was included on the 2025 Pollution Control list for \$5.2 million!

The Town website page for the project has been updated and can be found [here](#).

10. Other Business

The PZA has included in the packet the 2024 work plan for discussion.

Upcoming trainings/webinars: *None at this time.*

Respectfully submitted,

J.B. Weir

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY24
TEMPLATE CONTRACT FOR PERSONAL SERVICES
TOWN OF WAITSFIELD

1. Parties: This is a contract for personal services between the Town of Waitsfield, Vermont (Town) and Sno-Engineering, Inc. d/b/a SE Group (Contractor), its principal place of business at 4609 South 2300 East, Suite 204, Salt Lake City, UT 84117. Contractor's form of business organization is a for-profit corporation.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing master planning services for the Irasville village area. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$49,990.

4. Contract Term: The period of Contractor's performance shall begin on July 1st, 2024 and end on November 30th, 2025.

5. Amendment: No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

6. Cancellation: This contract may be canceled by either party by giving written notice at least 15 days in advance.

7. Attachments: This contract consists of 11 pages including the following Attachments that are incorporated herein:

- Attachment A: Specifications of work to be performed (Work Plan in Grant)
- Attachment B: Payment Provisions (Budget in Grant)
- Attachment C: Pertinent State Grant Provisions
- Attachment D: Exclusions

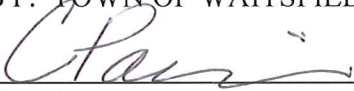
8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

9. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY: TOWN OF WAITSFIELD



Signature

Christine Parisi, Select Board Chair
Type name and title

7/8/24 - Waitsfield.
Date and place of execution

BY: SE GROUP



Signature

Mark D. Kane, Managing Director
Type name and title

7/11/2024, Burlington, VT
Date and place of execution

**Attachment A
Specifications of Work to be Performed**

This master planning process will be undertaken in multiple phases as specified below. Each phase will involve coordination with Planning and Zoning staff and a project steering committee (previously identified by the Town). All meetings are anticipated to be virtual unless otherwise indicated.

Phase 0 – Project Management

Project management activities including internal coordination, general project communications, and invoicing.

Phase 1 – Existing Conditions Analysis

Phase 1 will establish a foundation of knowledge to support the remainder of the planning process, drawing on readily-available data, plans, and studies.

Task Name	Task Description	Estimated Time Frame
1a. Summarize Conditions	Drawing from recent Vibrant Villages project, summarize relevant plans, reports, and data to describe current conditions in Irasville.	July – August 2024
1b. Base Map	Prepare base mapping of existing facilities, buildings, wetlands and other natural features using readily-available GIS data.	July – August 2024
1c. Wetlands Evaluation	The Master Plan will strive to identify area-wide planning strategies for infill development that can be achieved without impacting overall wetland function. Using existing conditions information and previously completed mapping, we will identify wetlands constraints to inform infill development opportunities that avoid wetland impacts. We will also perform a high-level review for any potential wetland enhancement opportunities in the project study area, informed by conversations with ANR and using readily-available data, that could be the subject of a future detailed wetlands study, with the understanding that such opportunities may not exist or be readily identifiable using available project resources.	July – September 2024
1d. Present Findings	Share findings to Planning Commission, Steering Committee, Project Website, & Public Meeting Presentation.	September 2024

Phase 2 – Community Development Goals

Phase 2 will articulate community development goals for the Irasville area prior to the start of

any design work.

Task Name	Task Description	Estimated Time Frame
2a. Identify Goals	Based on Phase 1 outcomes, coordinate with Steering Committee, PC, & SB to identify specific community development goals for Irasville (consultant & staff).	October – November 2024
2b. Articulate Goals	Share goals and hear feedback from PC/SC and post to Project Website.	November 2024

Phase 3 – Community Engagement

Phase 3 will cover engagement activities with key boards, committees, and general public.

Task Name	Task Description	Estimated Time Frame
3a. Steering Committee	Facilitate a project steering committee consisting of Planning Commission, Selectboard representative, PZA, and local Stakeholders (previously identified by Town).	Duration of project
3b. Project Website	Develop an informative and engaging project website that tells the context and story of prior planning efforts (including wastewater plans, flood resilience efforts, bylaw modernization).	Initial website launch in August 2024; updated through end of project.
3c. Community Event	Informed by existing conditions opportunities and constraints, community development goals, and initial design work, host a design charrette or other community event to identify village design ideas and priorities for Irasville.	Winter 2024/2025
3d. Post-Event Survey	Once a refined concept design is prepared following the community event, we will develop a basic online survey for residents to provide feedback on the design	Winter 2025

Phase 4 – Design

Phase 4 will cover conceptual design activities that will articulate a development vision for Irasville.

Task Name	Task Description	Estimated Time Frame
4a. Conceptual Design	In conjunction with the community event, we will prepare a conceptual design that will be refined based on feedback from the community even and post-event survey (anticipated as	Spring 2025

	one overhead concept and one perspective concept).	
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Phase 5 – Strategic Recommendations

Phase 5 will take the development vision and identify strategic recommendations for how the Town can move forward. The result will be a public-facing Master Plan that articulates the development vision and presents a clear roadmap with short-term and long-term actions.

Task Name	Task Description	Estimated Time Frame
5a. Master Plan	Prepare recommendations for advancing and implementing design vision in Irasville, such as bylaw changes, circulation, stormwater, wetlands, and wayfinding. Develop a concise, graphically-rich planning document.	Spring / Summer 2025

I. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the GIS Data Submission Online Intake Form as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

II. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

Attachment B
Payment Provisions

1. Budget: \$49,990

2. Invoice procedure: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge", which is the greater of twenty (\$20.00) dollars, or one and one-half (1½%) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

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

This contract/subcontract is being made using funds of the State of Vermont. The following provisions **must be included** in all sub-agreements made using State funds. These provisions are those made pertinent via Clause 19 of Attachment C: Standard State Provisions for Contracts and Grants.

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

2024 Waitsfield Planning Commission Work Plan			
	Tasks	Project	Timeline
		VILLAGE MASTER PLANNING	
1	Irasville Master Planning	This project will incorporate the updated wetland maps and include a review of the history of planning in Irasville. Segue from the By-Laws Modernization Grant work and Wastewater project.	Begins May 8
		Zoning and By-Laws	
1	GPOD	Groundwater Protection Overlay District to be adopted to protect certain land radii around the Town aquifer off Reed Road. This is being done at the behest of the Water Commission. The PZA has drafted the ordinance for the overlay and it is currently under review by the Town attorneys.	Summer 2024 - in process
2	Cannabis Land Use	Land use regulation related to Act 164 (Cannabis Tax & Regulation). Cannabis cultivation, testing, warehousing, and distribution which are NOT opt-in and are also not regulated by the state as agriculture. Become familiar with the Cannabis Control Board regulations and how they affect towns.	<i>PZA recommends holding off</i>
3	Limited Business District	Reviewing standards and purpose. Numerous people have approached the PZA with regard to developing housing in this area. As it stands, residential development is deterred in this area. However, given the proximity to the Town's future disposal field, future phasing of the wastewater system could allow for	
4	Additional Zoning Bylaws Amendments	These should be guided by the most recent legislative updates as well as topics that have come up over the past few months that staff has been tracking (temporary ADUs, updates to the sign standards, definition of story, etc.). Short term rentals should be a part of this discussion. Tasks in Chapter 4 of Town Plan - Housing	
		Town Plan	
1	Establish Framework for next Plan update	What must be updated for next iteration? What should be updated? Do we hire a planning consultant?	
2	Childcare	Satisfy statutory requirements with regard to support of childcare	
3	Energy Plan	Satisfy requirements of updated Energy Plan standards	

TOWN OF WAITSFIELD, VERMONT
Planning Commission Meeting Minutes
Tuesday, June 18, 2024
Draft

Members Present: Beth Cook, Bob Cook, AnnMarie Harmon, Alice Peal, Jonathan Ursprung
Members Absent: Emma Hanson
Staff Present: JB Weir, Planning and Zoning Administrator
Others Present: Becca Newhall

II. Regular Business.

1. Call to Order

The meeting was called to order at 7:03 pm by Jonathan Ursprung. The meeting was held in person at the Town Offices and remotely via Zoom.

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

The order of items to be addressed was rearranged.

3. Public Forum.

Nobody requested time to address the PC.

4. Approval of Minutes

The minutes of May 21, 2024 were amended and approved.

The minutes of June 4, 2024 were amended and approved.

AnnMarie Harmon requested that JB Weir follow up with Brian Voigt regarding his providing the information from his May 21 presentation.

5. Village Master Planning

AnnMarie reported on the Steering Committee meeting held earlier in the day with JB and Mac Rood. She explained that the contract is awaiting review by SE Group, and should be ready for PC review at their next meeting.

Ann Marie indicated that the Committee has agreed that the purpose/vision/mission of the project should be solidified, and that they will propose some language for review by the full PC at their next meeting. She noted that it must also be decided what the physical boundaries of the project are; there was some discussion of including Fiddler's Green, but noted that there is little potential for development there. The Fairgrounds parcel was also discussed. PC members pointed out the legal and environmental restrictions at that site, and AnnMarie indicated that she would consult with Brian Shupe regarding the property. JB explained that he is taking a look at the Irasville area and determining where the recent changes to the Land Use Regulations may provide for increased density/new development while also avoiding wetland impacts; the project deliverables will include approaching landowners and determining their interest in pursuing further development of their property. The Committee also discussed the Skatium and their current capital campaign, agreeing that representatives should be invited to be part of relevant Steering Committee conversations.

AnnMarie raised the potential idea of planning for/construction of the Route 100 Byway in conjunction with the construction of the Wastewater System as part of the Master Planning effort. JB explained that the Byway might potentially be part of conceptual planning, but that it is highly unlikely that the different phases of work needed for both projects would align timewise.

The Steering Committee is scheduled to meet with Alex of SE Group on June 25 to discuss the terms of the contract.

6. Updates from Alice

Alice Peal provided the following updates:

Climate Action Plan – Work on the four-year update to the Plan is beginning, there has been an informational meeting to gather ideas and feedback. Subcommittees were formed; Alice’s group has a work plan in place and will be drafting their document in September. Points Alice noted about the informational meeting included:

- There is an aggressive schedule for reducing emissions, utilizing EVs and renewables
- There are still data collection needs
- There will be effort on disseminating information to a broader group of residents
- Hazard mitigation work to include better communication between the State and local community organizations

CVRPC –

- Work on the Regional Plan now has a work plan and timeline; a consultant continues to be sought for this update.
- Green Mountain Transit and VTrans have both had their budgets reduced, meaning that any further consideration of the Route 17/100 intersection will likely not take place until 2027 or later.

7. Groundwater Protection Overlay

JB indicated that the meeting packet contained an updated draft of the Overlay language, noting that the Water Commission does not have great urgency in getting this adopted, so there is time for the PC to review. It was agreed that the draft document should be provided to DRB members for review, and that the PC will focus on this matter at the end of the summer/beginning of fall in order to have the work completed by the end of 2024.

8. Wastewater Planning Project Update

JB reported that the Project has been included on the potential funding lists of both Senators Welch and Sanders. He also noted that a draft ESA is being prepared for Selectboard review, that Annie Decker-Dell’Isola will no longer be serving as project manager, and that connection agreements are currently being sent to priority parcels.

9. Other Business

LHMP Update – Jonathan and JB reported that the matrix to be completed has been modified and that there will be less work to be undertaken by PC members.

PC Vacancy – Becca Newhall had provided the information necessary for the Selectboard to consider her appointment to the PC.

MOITON: *Alice made a motion to recommend to the Selectboard that Becca be appointed to the PC. The motion was seconded by Bob, and passed unanimously.*

Meeting Schedule – It was agreed to not meet on July 2.

10. Adjournment

The meeting adjourned at 8:23 pm.

Respectfully submitted,
Carol Chamberlin, Recording Secretary