

# TOWN OF WAITSFIELD

## SELECTBOARD MEETING

Monday, June 24, 2024

5:00 P.M.

**\*Please see note below for access\***

- I. Site Visit - 5:00**
1. Select Board will meet at 5:00 at Our Lady of the Snows parking lot for a site visit of the Fairgrounds land. This will take approximately one hour. Afterwards, there will be a short break to allow for travel back to the town office and the Select Board will reconvene at 6:30 for its regular meeting agenda. There will be no remote access for this initial part of the meeting.
- II. Call to Order: 6:30 PM**
1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
- III. Regular Business.**
1. Liquor Permit Applications: Afterthoughts LLC
  2. Appoint Becca Newhall to Planning Commission
  3. MRVAS update
  4. Wastewater update/MRVPD MOU
  5. Hiring Update
  6. Select Board priorities
  7. Capital West Capital Replacement Fund Contribution
  8. Consent Agenda:
    - a. Consider Approving the Minutes of 6/3/24
    - b. Bills Payable and Treasurer's Warrants
    - c. Acknowledge Selectboard Chair signature Municipal Energy Program mini-grant award agreement
  9. Selectboard roundtable. (10 +/- min.)
  10. General updates - July 8th Bridge Street Cleanup
  11. Executive Session
    - a. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]
    - b. Pursuant to 1 V.S.A § 313 (a) (1) find that premature general knowledge of confidential attorney- client communications made for the purpose of providing professional legal services to the public body would clearly place the public body or a person involved at a substantial disadvantage
    - c. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (1F) [Confidential attorney-client communications]
- V. Other Business.**
1. Correspondence/reports received - none
- VI. 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 \* Fred Messer \* Christine Parisi, *Chair* \* Brian Shupe, *Vice Chair* \* Larissa Ursprung  
Town Administrator: Vacant (802) 496-2218, x5 [townadmin@gmavt.net](mailto:townadmin@gmavt.net) or [waitsfieldselectboard@gmavt.net](mailto:waitsfieldselectboard@gmavt.net)

**Zimbra****csullivan@gmavt.net**

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**Fwd: FW: Planning Commission**

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**From :** Jonathan Ursprung <ursprung@gmail.com>  
**Subject :** Fwd: FW: Planning Commission  
**To :** Christine Sullivan <csullivan@gmavt.net>  
**Cc :** Waitsfield PZA <pza@gmavt.net>

Tue, Jun 18, 2024 08:27 PM  
📎 1 attachment

Christine,

The Planning Commission has voted to recommend that the Select Board appoint Becca Newhall to fill the vacant seat on the Planning Commission. I am forwarding her email below expressing interest in joining, as well as the attached resume. Becca has extensive experience in natural resource management, as well as local volunteer experience with the Waitsfield PTA, and she's attended several of our recent meetings and provided valuable insight.

We would appreciate it if the Select Board would consider Becca for appointment at the next meeting (which I believe is next Monday, the 24th). We've confirmed that she can be available by Zoom to address any questions that you may have.

Thanks,  
Jonathan

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Jonathan Peirce Ursprung  
[ursprung@gmail.com](mailto:ursprung@gmail.com)  
(617) 575-9597

----- Forwarded message -----

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**From:** Becca Newhall <[becca.newhall@gmail.com](mailto:becca.newhall@gmail.com)>  
**Sent:** Wednesday, June 5, 2024 3:34 PM  
**To:** [pza@gmavt.net](mailto:pza@gmavt.net)  
**Subject:** Planning Commission

JB -

I am writing to formally let you know that I would like to be part of the Waitsfield Planning Commission. Since starting to be here year round in 2020, I have been wanting to give back

to this community that welcomed us so graciously in the midst of a pandemic. So far I have done that through my role as Secretary for the Waitsfield PTA, Co-Director of the Ski and Skate Sale, and now I hope to utilize my professional background in Environmental Management as a member of the Planning Commission.

We are lucky to live in this beautiful town in the heart of the Green Mountains. Our natural resources make this a mecca for tourism; while families living here value the sense of peace that overlays this valley. Meanwhile we are currently facing a housing struggle that no one imagined, and businesses are struggling to attract and retain staff. I hope that I am able to help this community protect the natural resources we value, while enhancing our local economy and affordability, through smart planning.

I have attached my resume, for your consideration. Please let me know if you have any questions.

- Becca

Becca Newhall  
240-687-6235

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 **Newhall Resume 2024.docx**  
30 KB

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# REBECCA NEWHALL

becca.newhall@gmail.com  
240-687-6235 (cell)

*Strengths:* Leadership, communication, organization, team building, facilitation.

## PROFESSIONAL EXPERIENCE

**Coastal Management Specialist** National Ocean and Atmospheric Administration (NOAA), Office for Coastal Management, Gloucester, MA 10/12/2010 – 10/13/2022

Liaison to Maine, New Hampshire, and Massachusetts State Coastal Zone Management Programs, under the Coastal Zone Management Act. Connect programs to national and regional resources to address programs needs identified via management of cooperative agreements (up to \$5.6M) and program reviews. Regularly participate in program reviews and evaluations.

Project lead (including securing \$300K in funding, project plan development, coordination of partners and topic experts, contract management, project review, and outreach plan and implementation) for a state driven effort to create a uniform benthic map of the Gulf of Maine for pre-review of ocean uses proposals, including wind energy.

Co-Chair for Northeast Regional Ocean Council Habitat Classification and Ocean Mapping Subcommittee (2014-2022); represent the committee as a member of the Northeast Regional Ocean Council Executive Committee; develop committee workplans and project ideas and then lead their implementation including regional discussions on ocean mapping planning coordination, techniques for habitat classification, and emerging mapping technology.

Co-Chair of the Gulf of Maine Council Working Group (two years) and NOAA representative (2011-2022), a bi-lateral organization comprised of US and Canadian governments, non-profits and tribal representation. Streamlined processes allowing the group to focus on collaboration and cross boundary/organizational learning.

Member of the Mass Bays National Estuary Partnership Program Management Committee (2015-2022). Provide leadership and direction on program's management plans. Connecting science, management and policy work in Massachusetts to NOAA training, tools, and data.

Lead targeted collaboration between two National Marine Fisheries Offices and the Office for Coastal Management to maintain NOAA's reputation as a premier agency. Bring multiple perspectives together to share messaging, ensuring joint understanding of NOAA's positions on topics engaging shared partners. Collaborate with NMFS colleagues to develop policy that allows cross office efficiencies.

Serve as Acting New England Regional Lead, for durations of up to three months, ensuring continuous regional and national coordination to support office priorities and mandates. Lead regional engagement in annual office planning.

Brief senior NOAA Officials and develop materials for congressional members; highlighting accomplishments, hot topics, regional needs and emerging topics.

**Special Assistant to the Deputy Regional Administrator** National Oceanic Atmospheric Administration National Marine Fisheries Service, Greater Atlantic Regional Fisheries Office (GARFO), Gloucester, MA 3/2021- 9/2021

Directly staffed the Deputy Regional Assistant Administrator. Participated in weekly office leadership meetings. Facilitated peer to peer sharing with leadership in sister office, and tasked managed joint projects. Represented office leadership at focused staff meetings on diversity and inclusions, and office moral. Coordinated leadership training on meeting design, and diversity and inclusion.

Enhanced communication across the office through improvements to weekly newsletter that lead to greater cross office understanding of ongoing activities and sense of community.

Organized and participated in office culture discussions including attitudes towards inclusion, approaches to meetings, and thoughts on what makes an effective hybrid workforce – all of which have had a positive long term impact.

**Ecosystem-based Management Research and Development Coordinator** New York Department of State, Albany, NY 05/2008 – 10/2010

Collected and utilized stakeholder input into both offshore uses for wind energy planning and ecosystem based management efforts, so state policy decisions protect and enhance local economies, natural resources, and culturally significant resources and activities.

Managed contracts and MOUs with contract companies, government agencies, and non-profit organizations, overseeing state resources while ensuring quality of projects related to ecosystem based management and ocean planning.

Staffed the development and implementation of Mid Atlantic Regional Council on Oceans (MARCO), including support for Governor Paterson.

**Ecosystem Research Program Coordinator** ERT on contract to National Oceanic and Atmospheric Administration, Silver Spring, MD 6/2006 – 1/2007

Coordinated development of annual and out year budget, and messaging for a \$167M matrix program composed of nine component programs from three NOAA line offices.

**Coastal and Marine Conservation Specialist** RSIS and ERT on contract to National Oceanic and Atmospheric Administration Special Projects Office, Silver Spring, MD, 3/2004 – 6/2006

Coordinated NOS Gulf Coast Recovery Activities following Hurricane Katrina and Rita, and delivered NOS leadership with recommendations for preparing for and responding to future disasters.

Coordinated federal data collection for the Marine Managed Areas inventory working with National Marine Fisheries Service, National Ocean Service, Fish and Wildlife, and the Mineral Management Service.

## EDUCATION

**Master of Environmental Management**, May 2002

Nicholas School of the Environment and Earth Sciences

Duke University, Durham, NC

*Concentration:* Coastal science and policy.

**Bachelor of Arts**, May 1999

Colgate University, Hamilton, NY

*Concentration:* Geology.

*Off-Campus Experiences:* Semester in England, 1995; Sea Semester, 1997; Geology Field Course, 1998; Bahamas Field Study, 1999.

## ADDITIONAL EXPERIENCE

**Secretary**, Waitsfield Elementary School Parent Teacher Association 2022 – Present

**Co-Director**, Waitsfield Ski and Skate Sale 2024

**Corporation Member**, Camp Fleur de Lis, Fitzwilliam, NH, 2012 - 2022

**Certified Life Coach**, iPEC, 2013

Becca Newhall: becca.newhall@gmail.com, 240-687-6235

**Level 1, Field Guide,** Field Guide Association of Southern Africa 2007

**MRVAS  
10 Year Funding Needs**

**Valley Select Board  
Meetings**

June 2024



MRVAVS wants to help the Valley's Select Boards understand the challenges facing MRVAVS and what we will need to remain viable in years ahead.

### **Today's Discussion**

- Overview of MRVAVS services and operations
- Review of past decade's finances
- How we budget
- Financial needs and challenges going forward



“The mission of the Mad River Valley Ambulance Service is to provide the four Mad River Valley towns of Fayston, Moretown, Waitfield and Warren the highest quality of Emergency Medical Services utilizing dedicated volunteers, technology and community support.”

### **Coverage Boundaries**

- **North/Northwest:** Rt 100B up to Hooper Ln; Rt 100 to Harwood
- **East:** ~2.5 miles up Moretown Mtn Rd and to the top of Roxbury Mtn Rd
- **West:** Top of App Gap and top of Lincoln Gap
- **South:** ~ Route 100 to Plunkton Rd

### **Services Provided**

- EMS Response
- Motor Vehicle Extrication and Scene Control
- Search and Rescue
- Firefighter Support
- Event Coverage
- Non-Emergency Transport for Subscribers

MRVAS was founded in 1970 and currently has approximately 75 active members. We are one of only TWO remaining all-volunteer EMS providers left in Vermont (VT has 82 EMS agencies).

## **Disciplines**

- Dispatchers
- Crew Chiefs
- Medical Attendants
- Drivers
- Rescue/Search and Rescue

## **Governance**

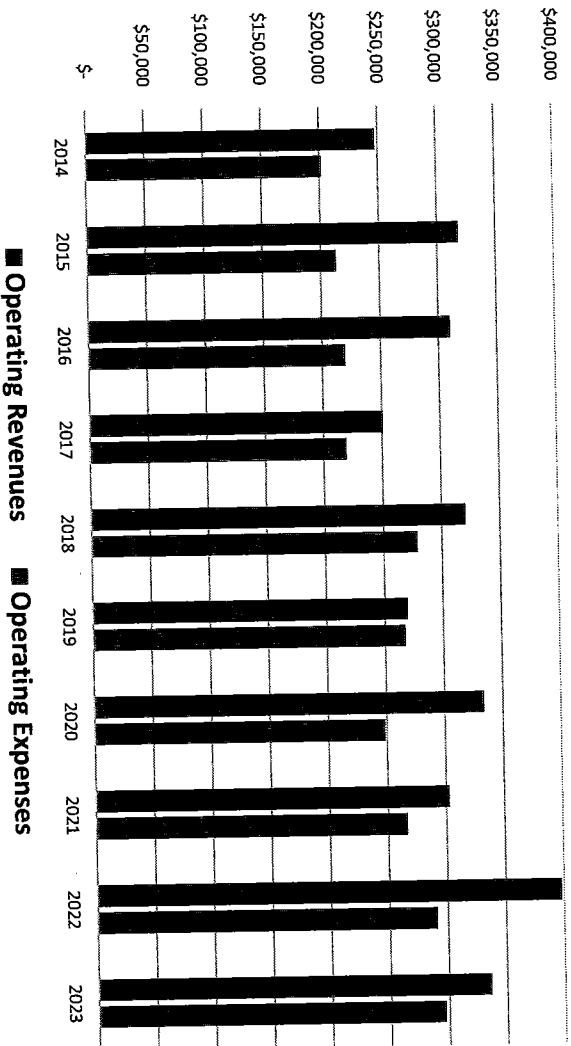
- Organized as a not-for-profit EMS agency
- Operate under the direction of CVMC medical control
- Follow all VT EMS protocols
- Run by a six-member board

## **Principal Assets**

- Station at 4177 Main St.
- Three fully equipped ambulances
- One rescue rig fully equipped with extrication tools
- One mule for backcountry operations
- 14 portable AEDs distributed to first responders

MRVAS has successfully covered its operating expenses for the past decade without relying on outside support from federal, state or local governments.

**Operating Revenue and Expenses: 2014 - 2023**



**Operating Revenue Sources:**

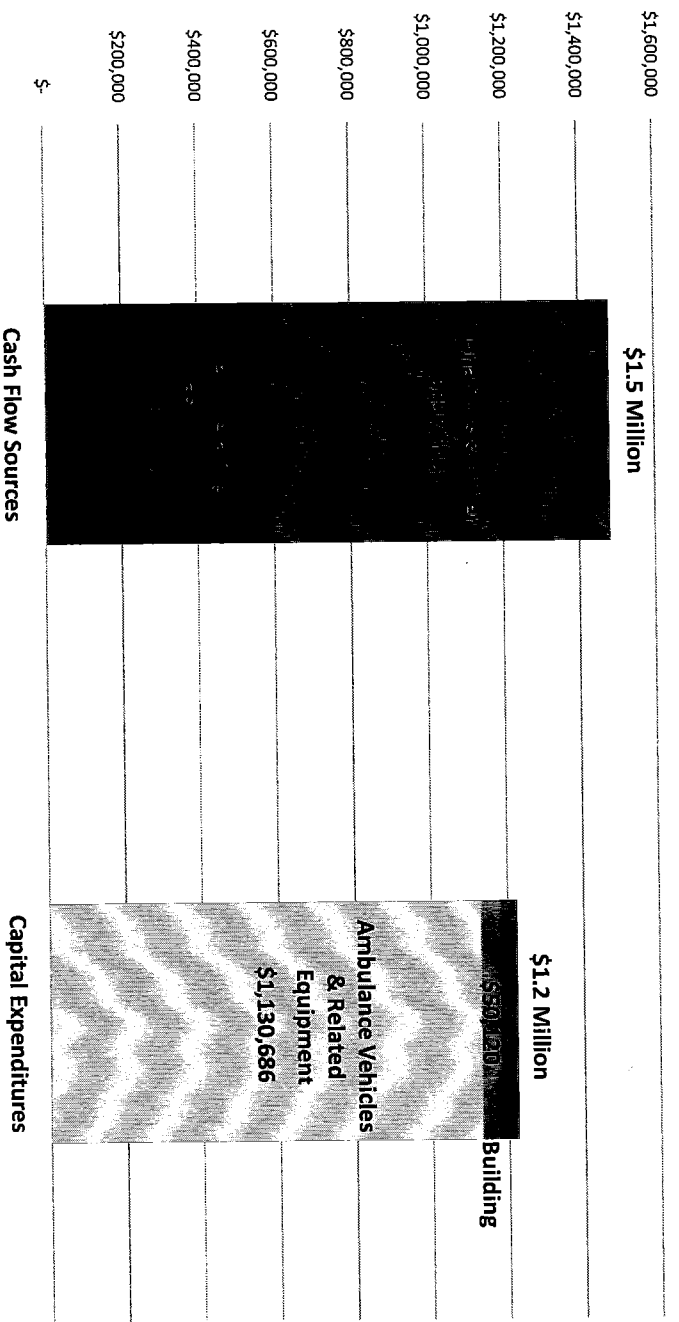
- Insurance Billings (85%)
- Private
- Medicare
- Medicaid
- Subscriptions (13%)
- Other (2%)

**Note:**

1. Operating revenues do not include donations or investment income.
2. Operating expenses do not include depreciation.

MRVAS has been able to fund its capital expenditures thanks to generous donations from Valley residents, visitors and businesses and \$150,000 from our Valley towns.

**Total Cash Flows vs. Total Capital Expenditures: 2014 - 2023**



**Major Capital Expenditures:**

- 2017: MR 3 (ambulance) (\$229K)
- 2017: 3 LP 15 monitors (\$119K)
- 2019: MR 1 (\$266K)
- 2020: Rescue rig convers. (\$23K)
- 2022: MR 2 (\$303K)

MRVAS historically has set aside funds to cover planned capital expenditures.

How MRVAS Has Budgeted for Capital Expenditures for the Past 53 Years...Example of Funding an Ambulance in 10 Years

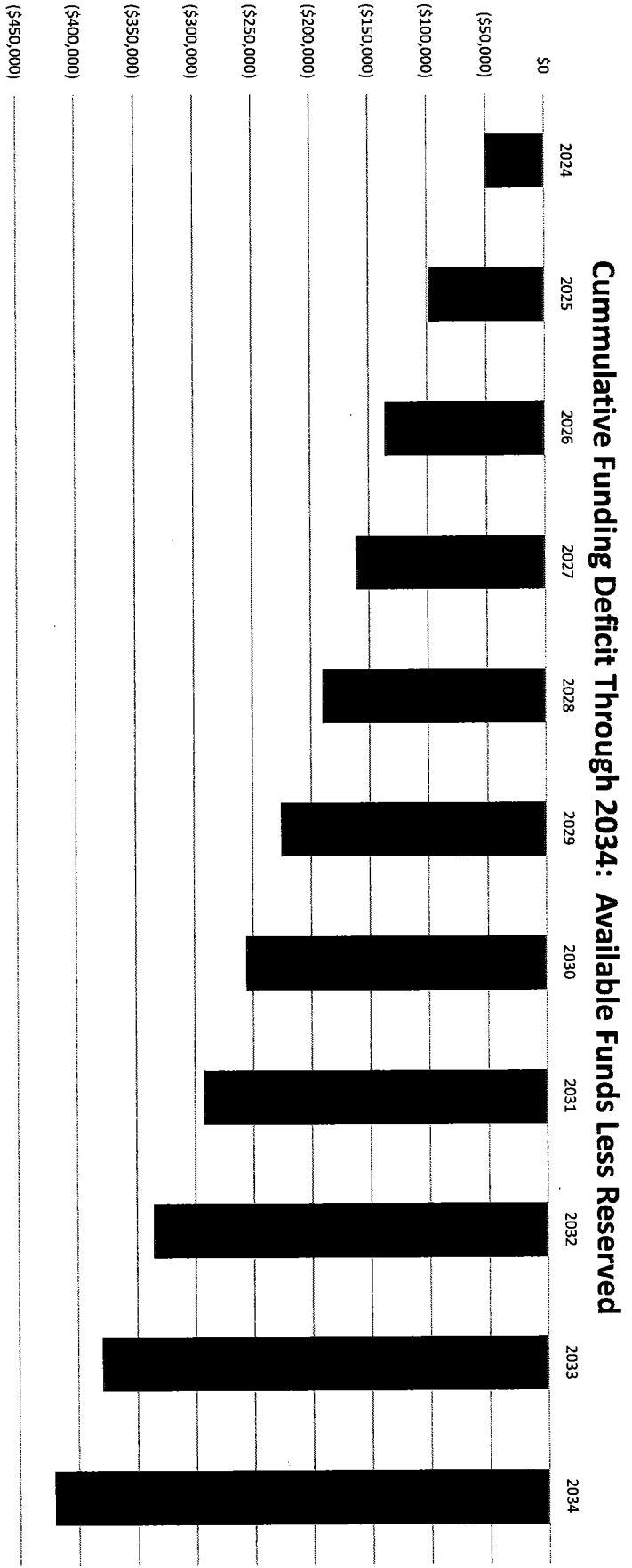
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Balance Sheet Reserve	\$ 40,000	\$ 80,000	\$ 120,000	\$ 160,000	\$ 200,000	\$ 240,000	\$ 280,000	\$ 320,000	\$ 360,000	\$ 400,000
Investment Account	\$ 40,000	\$ 80,000	\$ 120,000	\$ 160,000	\$ 200,000	\$ 240,000	\$ 280,000	\$ 320,000	\$ 360,000	\$ 400,000
Projected Surplus/(Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p><i>At any point we know if we have put enough away to cover the planned expenditure. This example shows we would be on track to have funds available in year-ten for our planned replacement.</i></p>										
<p>What Our Projections Show Going Forward</p>										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Balance Sheet Reserve	\$ 814,241	\$ 977,928	\$ 1,014,614	\$ 805,067	\$ 968,521	\$ 1,131,974	\$ 901,575	\$ 1,007,652	\$ 1,137,729	\$ 1,292,107
Investment Account	\$ 715,849	\$ 842,049	\$ 853,649	\$ 615,149	\$ 743,149	\$ 876,549	\$ 609,549	\$ 672,149	\$ 758,349	\$ 871,949
Projected Surplus/(Deficit)	\$ (98,392)	\$ (135,878)	\$ (160,965)	\$ (189,918)	\$ (225,371)	\$ (255,424)	\$ (292,025)	\$ (335,503)	\$ (379,380)	\$ (420,157)

See next page for our ten-year capital reserve calculations.

Our ten-year plan requires significant capital replacement over the next decade (and beyond) to ensure we can achieve our mission.

Mad River Valley Ambulance Service										
10 Year Capital Expenditure and Funding Forecast: 2025 - 2034										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	1/1/2034
<b>CAPITAL RESERVE SCHEDULE</b>										
<b>Radio-Communication Equipment (Acct. 3096)</b>										
Radio Replacements	\$ 5,400	\$ 8,100	\$ 10,800	\$ 13,500	\$ 16,200	\$ 18,900	\$ 21,600	\$ 24,300	\$ 27,000	\$ 4,000
Total Radio-Communication Equipment (Acct. 3096)	\$ 5,400	\$ 8,100	\$ 10,800	\$ 13,500	\$ 16,200	\$ 18,900	\$ 21,600	\$ 24,300	\$ 27,000	\$ 4,000
<b>Ambulance Vehicles (Acct. 3160)</b>										
Replace MR 3 (purchased in 2017) (includes loader and gurney)	\$ 293,200	\$ 332,600	\$ 372,000	\$ 44,167	\$ 88,333	\$ 132,500	\$ 176,667	\$ 220,833	\$ 265,000	\$ 309,167
Replace MR 1 (purchased in 2019) (includes loader and gurney)	\$ 220,490	\$ 257,592	\$ 294,694	\$ 331,796	\$ 368,898	\$ 405,999	\$ 482,500	\$ 96,500	\$ 144,750	\$ 193,000
Replace MR 2 (purchased in 2022) (includes loader and gurney)	\$ 118,355	\$ 155,982	\$ 193,609	\$ 231,236	\$ 268,864	\$ 306,491	\$ 344,118	\$ 381,745	\$ 419,373	\$ 457,000
Replace Rescue Vehicle by Converting Retired Ambulance	\$ 22,857	\$ 30,714	\$ 38,571	\$ 46,429	\$ 54,286	\$ 62,143	\$ 70,000	\$ 8,333	\$ 16,667	\$ 25,000
Total Ambulance Vehicles (Acct. 3160)	\$ 654,901	\$ 776,888	\$ 898,874	\$ 653,628	\$ 780,381	\$ 907,134	\$ 639,035	\$ 707,412	\$ 845,789	\$ 984,167
<b>Other Equipment (Acct. 3180)</b>										
Portable AEDs - 2023	\$ 15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 50,000	\$ 7,000	\$ 14,000
LP 15 Replacemtns (3 @ \$40K) - 2027	\$ 96,000	\$ 128,000	\$ 160,000	\$ 192,000	\$ 224,000	\$ 256,000	\$ 288,000	\$ 320,000	\$ 96,000	\$ 128,000
Total Other Equipment (Acct. 3180)	\$ 111,000	\$ 148,000	\$ 185,000	\$ 212,000	\$ 259,000	\$ 296,000	\$ 333,000	\$ 370,000	\$ 103,000	\$ 142,000
<b>Major Facility Repairs (Acct. 3240)</b>										
General Building Reserve (see Bldg Comm Worksheet)	\$ 37,000	\$ 47,000	\$ 58,000	\$ 70,000	\$ 83,000	\$ 96,000	\$ 110,000	\$ 124,000	\$ 140,000	\$ 156,000
Total Major Facility Repairs (Acct. 3240)	\$ 37,000	\$ 47,000	\$ 58,000	\$ 70,000	\$ 83,000	\$ 96,000	\$ 110,000	\$ 124,000	\$ 140,000	\$ 156,000
<b>Sub-Total Other Reserve Accounts</b>										
	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940	\$ 5,940
<b>Total Reserved for Future Capital Purchases (Acct. 3050)</b>	<b>\$ 814,241</b>	<b>\$ 977,928</b>	<b>\$1,014,614</b>	<b>\$ 805,067</b>	<b>\$ 968,521</b>	<b>\$1,131,974</b>	<b>\$ 901,575</b>	<b>\$1,007,652</b>	<b>\$1,137,729</b>	<b>\$ 1,292,107</b>

By 2034, we are projecting a \$400,000+ gap between required reserves and available resources.



6/12/2024

MRVAS's operating environment has grown more challenging.

### **Why a Funding Gap Now:**

- Accelerating cost of capital equipment, medical supplies and medications
- Limited ability to raise operating revenue due to lagging Medicare and Medicaid reimbursement rates
- New protocols increase standard of care without offsetting revenue sources
- Increasing percentage of “no-transport” calls



Our current financial position could erode rapidly without help.

## **Challenges Ahead:**

- Heavy reliance on volunteers:
  - MRVAS volunteers donated more than 29,000 hours in 2023 (valued at \$871.7K)
  - Aging squad, particularly among crew chiefs, with a limited pipeline of replacements
  - Moving to a paid model would swell our current operating costs by \$1.1 million per year!
- Risk of donor fatigue with higher cost of living and taxes: Current plan projects \$750K in general donations over next ten years
- No clear accountability for provision of EMS services in the state

What we're looking for:

- **Annual Donation:** To close projected funding gap
- **Flexibility:** We update our ten-year capital plan annually in December and changes in our operating environment and level of outside support can impact our financial condition
- **Engagement:** We would like to meet annually to review our status and the state of EMS in Vermont

## Current Estimate of What's Needed to Close Funding Gap

Area	Population Covered	Share of Total Pop.	Annual Share to Close 10 Yr. Deficit
Fayston/North Fayston	1,364	22.5%	\$ 9,000
Moretown	876	14.5%	\$ 6,000
Waitfield	1,844	30.4%	\$ 13,000
Warren	1,977	32.6%	\$ 14,000
<b>Total</b>	<b>6,061</b>	<b>100.0%</b>	<b>\$ 42,000</b>

**Note:**

1. Population based on 2020 census. Moretown population is 50% of census total as some northern and eastern areas are covered by other EMS agencies.
2. Moretown has budgeted for \$16

6/12/2024

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## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE TOWN OF WAITSFIELD AND THE MAD RIVER VALLEY PLANNING DISTRICT FOR THE WAITSFIELD WASTEWATER PLANNING PROJECT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Waitsfield (hereinafter referred to as "Waitsfield"), whose address 4144 Main Street, Waitsfield, VT 05673, and the Mad River Valley Planning District (hereinafter referred to as "MRVPD"), whose address is 4061 Main Street, Waitsfield, VT 05673.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Waitsfield Wastewater Planning Project will operate and function. The collaboration between Waitsfield and MRVPD is seen as mutually beneficial for the stated goals of both the Waitsfield Town Plan and the MRVPD created MRV Vision Statement.
3. **Terms.** This MOU is effective on the date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective state and municipalities shall remain in full force and effect until June 30, 2025. This MOU may be terminated by Waitsfield or MRVPD in the event that either is negligent in their stated responsibilities, or if deemed in the best interest of both parties. The MOU may also be extended by written agreement if signed by the duly authorized representatives of the parties.
4. **Responsibilities of Waitsfield.** The Waitsfield Selectboard assumes responsibility for providing sufficient oversight, expectations, and direction to MRVPD for successful accomplishment of the Waitsfield Wastewater Planning Project. The Waitsfield Selectboard appoints its Town Administrator to act as its agent for this project. The teams, boards, and individuals tasked here within are responsible for providing adequate and timely information and communications to MRVPD. Unambiguous timelines and deliverables for various components of the project will be provided by Waitsfield. There will be no monetary exchange for any component of this project between Waitsfield and MRVPD. Waitsfield asserts the annual monetary contribution made by the Town to MRVPD and the goodwill of the organization to complete this project in good faith on behalf of the Mad River Valley are sufficient for MRVPD's effort on this project.
5. **Responsibilities of Mad River Valley Planning District.** The MRVPD assumes responsibility for the Project Coordination Team Lead and Funding Team Lead, and Public Outreach Team support. These delineations of the planning support structure are made clear in Attachment I. MRVPD will participate in scheduled meetings, meet forecasted deadlines for deliverables, and communicate any recommendations or projected shortcomings of the organization. The project timeline in Attachment 1 illustrates the intended accomplishment of the various tasks related to this project. MRVPD is responsible for understanding the stated timelines and completing all associated tasks. There will be no monetary exchange for any component of this project between Waitsfield and MRVPD.
6. **General Provisions**
  - A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Vermont. The courts of the State of Vermont shall have jurisdiction over any action arising out of this MOU.

**C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**7. Attachments:** The attachments listed here and included here within the MOU are integral components of the agreement and are as binding as the MOU.

*Attachment I: Waitsfield Wastewater Project Planning Structure and Timeline*

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**MAD RIVER VALLEY PLANNING DISTRICT**

\_\_\_\_\_  
Brian Shupe, Mad River Valley Planning District  
(Chair)

\_\_\_\_\_  
Date

**TOWN OF WAITSFIELD**

\_\_\_\_\_  
Christine Sullivan, Waitsfield Selectboard  
(Chair)

\_\_\_\_\_  
Date

## **Attachment I: *Waitsfield Wastewater Project Planning Structure and Timeline***

### **Project Teams**

- **Project Coordination Team (PCT)** - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
  - Members
    - Josh Schwartz, MRVPD (lead)
    - Chach Curtis, Waitsfield Selectboard
    - Town Administrator, Town of Waitsfield (support)
    - JB Weir, Town of Waitsfield (support)
  - Meets weekly (1 hour)
- **Engineering / Technical Team (ETT)** - Liaise with respective boards, work directly with Dubois & King on the PER and future engineering/design,
  - Members
    - Bob Cook, PC
    - Chach Curtis, SB
    - Robin Morris, WC
    - Jon Ashley, D&K
    - Josh, MRVPD (support)
    - Town Project Manager (TBD)
  - Meets bi-weekly (1.5 hours) and as needed
- **Funding Team (FT)** - Takes the lead on preparing funding applications, grant administration, and pursuing funding sources
  - Members
    - Josh Schwartz (lead, pursue funding sources)
    - Chach Curtis (pursue funding sources)
    - JB Weir (grant application support)
    - Treasurer, Town of Waitsfield (grant admin support)
    - Jon Ashley (grant application assistance)
  - Meets bi-weekly (1.5 hours) and as needed
- **Public Outreach Team (POT)**
  - Members
    - Town Administrator (lead)
    - Josh Schwartz (support)
    - Chach Curtis (represent the project at meetings, make presentations)
    - Sam Robinson, MRVPD (support)
  - Meets bi-weekly (1.5 hours) and as needed, especially before events

## **Project Timeline**

**Duration:** July 2024 - June 2025

- **Final Project Design (July 2024 - June 2025) - Start date contingent upon state release of IUP**
  - **Project Management Team**
    - Check-in meetings with Selectboard
      - Timeline updates
      - Engineering updates
      - Project Cost updates
      - Funding updates
    - Coordinate with Irasville Master Planning efforts
  - **Engineering / Technical Team**
    - Ongoing Tasks
      - Meeting Frequency: Bi-Weekly and as needed
      - Share weekly summaries (meeting & work) to PCT via GDoc form (for further distribution)
    - Finalize Project Design contract (ETT, SB/AD)
    - Work with D&K on design including answering questions they have (ETT)
    - Work on acquiring potential easements and landowner permissions as needed (SB, ETT, PCT)
  - **Funding Team**
    - Submit funding applications for Final Design Work (Step 2 CWSRF)
    - Follow up on funding applications and secure grant and loan funding (VT DEC , USDA RD, Congressional Direct Spending, other (FT)
    - Outreach, meetings, and coordination with funding agencies
  - **Public Outreach Team**
    - Website updates / VR articles / FPF / other print media (POT)
    - Community Meetings – as needed to provide project status updates



- Meet with stakeholder groups, engage in dialogue to understand and address concerns (POT)
- Prepare presentation for SB budget meetings and Town Meeting '25 (POT)

**MRVPD Role (*in detail, as included above*)**

- Project Coordination Team Lead
  - Oversee big picture planning and ensure tasks assigned to each project team are completed on time
  - Provide monthly updates to project teams, SB and MRVPD
  - Prepare and participate in project presentations to SB, MRVPD
- Funding Team Lead
  - Coordinate efforts of Funding Team to secure grants and loans
  - Coordinate and communicate with various funding agencies
- Public Outreach Team support
  - Support team's efforts to keep community informed on project progress, critical milestones, etc.
  - Assist in preparation of presentations to community

**2023 Waitfield Selectboard Work Plan**  
 (August 28, 2023 SB Meeting)  
[September 11, 2023 SB Meeting Timeline Here](#)

Notes & Tasks

Recommended Priority	Project	Notes & Tasks	Task Start Date	Task End Date
1	Town Operations			
2	High (1) Review all contracts and (2) put projects/contracts out to bid that are set to expire	Amie & Randy have begun to pull together all of the Town's current contracts and make a more organized process for tracking, renewing and putting out to bid. Compiling and reviewing all current contracts will be a part of the FY25 budgeting process.	Sep-23	Jan-24
3	High Address cybersecurity needs for Town Office by updating Town Website with Ecopixel, and updating emails addresses using the new town domain name	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. Amie & Randy have been meeting with Ecopixel biweekly to work on the website update. The anticipated new website launch date is October/November 2023.	May-23	Oct-23
4	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.		
5	High Hire fourth road crew member	As approved as part of the FY24 budget, hire a new road crew member to start in October 2024 to assist with the Town taking over sidewalk plowing and mowing of town properties, and to provide additional support to our existing road crew.	Aug-23	Oct-23
6	Town Meeting preparation	This includes preparing the Town Report, budget presentations, and presentations related to any other Articles on the ballot.	Dec-23	Mar-24
7	<b>Budget &amp; Financial Planning</b>			
8	High Further refine the town's capital improvement planning to account for vehicles & equipment but also town properties (town office, wait house, town garage), as well as public infrastructure such as sidewalks and parking lots	Amie & Randy attended the VT Bond Bank's Capital Planning conference in May 2023 and will be working on further refining the Town's CIP over FY24. Staff will begin working on a more detailed CIP for FY25 early in the budgeting process.	Sep-23	Jan-24
9	High Work on annual budgeting process to prepare for town meeting 2024	The budget process typically kicks off in September with a visioning exercise. Then staff will meet with department heads and Board/Committee chairs to understand budget needs and begin a fiscal year draft. The Selectboard will begin to review the draft budget in October/November, with meetings every Monday in January until approved for voter adoption at town meeting.	Sep-23	Jan-24
10	High Put banking service out to bid	Staff recommends that the Town put out banking services out to bid and select a new bank before the end of the calendar year (2023)	Sep-23	Oct-23
11	High Work with Cemetery Trust to update investment policies	Amie & Christine met with Randy to update him on the status of the project and identified a few outstanding questions that the Town's attorney will weigh in on. Further updates to be shared with the Selectboard and Cemetery Trustees as soon as they're available.	Sep-22	Dec-23
12	<b>Property Maintenance</b>			
13	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.		
14	High 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. Town staff will put out an RFP for extractor installation, engineering, and a maintenance contract in September.	Jun-23	Dec-23
15	High Highway Garage: 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	The Board approved a Town Garage Design RFP at their meeting on June 26th which will be posted in the next week. The Board authorized allocating ~\$50,000 of the unassigned fund balance at the end of FY23 toward this project as well. A Design RFP was approved on June 26, 2023 and has been posted and published. The original deadline of August 21st has been extended to September due to a lack of response. Staff hopes to have an architect assigned by the end of the calendar year.	May-23	Nov-23
16	High 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. As of June 5th, the Board is keeping this as a standing agenda item moving forward. At their meeting on August 11th, the Selectboard proposed including the GWH as part of the more detailed capital improvement planning for FY25, and preparing a presentation at Town Meeting 2024 to ask the voters how they would like to address the building needs and form a committee for that purpose.	Sep-23	Feb-24
17	Medium Confirm compliance with any necessary pond permits and consider maintenance plan	<i>Old records still need to be found.</i>		

18	Roads & Transportation					
19	High	Work on compliance with the Municipal Road General Permit	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. The SR23 Grants in Aid award to the Town of Watfield (\$16,500) is going toward Brook Road Improvements to bring segments along that road into compliance. Work was supposed to be completed by September 2023 but VTrans granted an extension to Sep. '24 due to wet weather	May-23	Oct-23	
20	High	Complete the E. Warren Road culvert project	Blow & Cote have been working on the culvert replacement since early July 2023 and wrap should be completed by early September 2023. The wet weather this summer has significantly delayed the work but the contractor has communicated these issues to the Town clearly and is working to wrap up the project as soon as they can. Final reporting on the grant award (\$175,000) is due by December 31, 2023.	Jun-23	Sep-23	
21	Medium	Plan for E. Warren Road Phase I Paving Grant	The Town was notified on May 3rd that our East Warren Phase I paving project grant request has been recommended for approval. The town has been awarded a total of \$182,590 for this phase of the project, which will be part of the FY25 CIP conversations. The project should be put out to bid in early winter 2024.			
22		Continue review and analysis of Class 4 (and some Class 3) Road segments to potentially reclassify	This has been an ongoing need and the Selectboard should consider the timing of this conversation soon.			
23		Downtown Transportation Fund Grant for RRFBS at the WGS 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 include this work in the 2024 work plan.			
24		Coordinate with VTrans on the Route 100/V Intersection project	McFarland Johnson, the firm selected by Vtrans to complete the Preliminary Report, has submitted their final report as of June 2023. Vtrans will contact us with next steps.	Apr-22	TBD	
25	Medium	Provide support to the VOREC project as a team member	The majority of Town staff time spent on this project to date has been related to path connections and associated crosswalks over Route 100. Annie & Mishra (MNP) are meeting with VTrans staff on August 22nd to complete a site visit of all proposed crosswalk locations and discuss the process for applying for those crosswalk connections.			
26		<b>Grant Administration</b>				
27	Ongoing	Administer the expenditure and reporting of grant funds received by the Town. In most cases, project management is also required as part of grant administration as is the preparation of applications as new grant opportunities arise.	A spreadsheet is attached that summarizes all of the different grants that town staff are currently administering. Randy is the lead on Grant Administration, with support from Annie, especially related to making new applications and managing projects.	Ongoing	Ongoing	
28	Medium	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 has established agreements with all of the parties who received ARPA allocations and some of those payments have been issued as of the date of this update. The August 28th Selectboard packet will include detail on funds both allocated and spent to date. The administration of the Town's ARPA award will be an ongoing project through the end of the funding term (all money to be spent by December 31, 2026).	Feb-23	Dec-26	
29		<b>Planning Projects</b>				
30	High	Watfield Wastewater Planning Project	The Selectboard approved an MOU in March 2023 for project coordination between the Town and MR/VD, with MR/VD 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. The Wastewater Project Planning teams have been meeting regularly, weekly, and even bi-weekly, to keep the project moving. This work has taken a good deal of staff time in 2023 and regular updates are being provided to the Selectboard.	May-22	Dec-24	
31	High	Zoning Bylaw Modernization	The Watfield Planning Commission received a grant award to pursue updates to the Watfield 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. The Planning Commission will have a draft for the Selectboard to review by September 25th, with a public hearing anticipated with the Selectboard in December 2023, and hopeful adoption by the new year.	Sep-23	Jan-24	
32		Irasville Master Planning	Master Planning of Irasville is identified as a priority task in the Watfield Town Plan. Upon completion of the Bylaw Modernization Project, pursuing Irasville Master Planning is staff's recommended next step.			

33	High	Waitsfield Town Plan updates	The Planning Commission have been working on updates to the Waitsfield Town Plan for a number of years (since it's last adoption in 2018). The updated areas include the Energy Chapter, Housing Chapter, Natural Resource Chapter, and Land Use Chapter. A number of changes are necessary to bring the plan into compliance with newly adopted State Statute. The Planning Commission recommended the plan for approval and the Selectboard held a hearing on May 8th the consider the draft. The Selectboard was supportive of the proposed draft but recommended additional edits to Chapter 13 (implementation) to reflect the updated plan chapters. The Selectboard plans to send their proposed Chapter 13 edits to the Planning Commission at their meeting on August 28th, for the PC to review at their meeting on September 5th, with an anticipated final hearing on September 25th and adoption by October 2023.	May-23	Oct-23
34		<b>Ordinances, Resolutions, and Policies</b>			
35	Medium	Develop a schedule for reviewing & updating Town Ordinances, Resolutions, and Policies (some specific ordinance/policies/resolutions identified below)	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).	Feb-24	May-24
36		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			
37		Update the Personnel Policy	Update in 2023 to reflect new staff hours and review policies to ensure they are up to date and in line with other communities.		
38	High	Review & update the Procurement Policy	Review as part of the FY25 budget drafting / review of existing contracts	Nov-23	Jan-24
39		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		
40		Revisit 2021 Tax Stabilization Policy draft	This was included on the 2021 Work Plan and has not been addressed to date		
41		<b>Public Safety / Enforcement</b>			
42	Medium	Update Local Hazard Mitigation Plan (currently expired)	The Town has received a FEMA grant award to update the Town's Local Hazard Mitigation Plan which requires putting the project out to bid. A team including the Town's EMD and EMC, as well as Planning Commission Chair and staff will be working to update the LHMIP	Aug-23	Sep-25
43	High	Purchase AED for Town Office	The Town received an Emergency Management Grant award for the purchase and installation of an AED machine at the Town office. The equipment has been ordered and will be installed in the next few weeks	Jun-23	Sep-23
44		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		
45		<b>Fire Department</b>			
46		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 WFPD is seeking clarity from other sources on the detail that should be included specific to their duties.		
47	High	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	Sep-23	Jan-24
48		<b>Conservation, Climate, and Natural Resources</b>			
49		Continue to assess the Town's energy use and determine where energy efficiency and/or renewables may be appropriate as projects arise			
50		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 has been funded in both FY23 and FY24.		
51		Support the Conservation Commission in their work to address Japanese Knotweed	The Conservation Commission has been working again this summer on their knotweed programing, including the hiring of interns. The Selectboard approved the use of almost all of the newly created Invasive Species Management Fund toward the project in FY23 and about 3/4 of the funding for the program in FY24.		
52	High	Charging stations at Waitsfield Town Office - EV Charging Station Grant (DHCD/GMP)	At their meeting on August 14th, he Selectboard authorized staff with support from the Energy Coordinator (Chris Budge) to explore this opportunity for funding to install an EV Charging station at the Waitsfield Town Office. Step one is submittal for a pre-application and scheduling a phone call with the funding agency to determine eligibility, etc.)	Sep-23	Aug-23
53	Medium	Tardy parcel improvements & Farley Riverside Park creation	Support the conservation commission in their work to improve the Tardy parcel and develop the Farley Riverside Park		
54		<b>Water Commission</b>			
55	Medium	Source Protection Overlay to protect town's water supply	The Water Commission along with staff support have been exploring the opportunities available to create an overlay for the protection of the Town's source water supply		
56	Medium	Exploration to determine if the existing well yield can be increased	The Water Commission has hired a consultant to assist with preliminary analysis, as approved by the Selectboard on June 5th.		

**waitsfieldclerk@gmavt.net**

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**From:** Christine Sullivan <csullivan@gmavt.net>  
**Sent:** Friday, June 21, 2024 11:58 AM  
**To:** Jennifer Peterson  
**Subject:** Fwd: Waitsfield Fayston FD/ Simulcast project

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**From:** "Craig Snell" <snelldawg@hotmail.com>  
**To:** csullivan@gmavt.net  
**Cc:** "Merrill H. Johnson" <mjohnson@corp.wcvt.com>  
**Sent:** Friday, June 21, 2024 7:37:30 AM  
**Subject:** Fw: Waitsfield Fayston FD/ Simulcast project

Hello Christine,

Please see below and let me know your thoughts. Thx/Craig

---

**From:** Scott Bagg <cfmasscott@gmail.com>  
**Sent:** Thursday, June 20, 2024 10:49 PM  
**To:** Craig Snell <snelldawg@hotmail.com>; Aldsworth, Joseph <Joseph.Aldsworth@vermont.gov>; Jeff Campbell <jcampbell@warrenvt.org>; cfmaspaul <cfmaspaul@gmail.com>  
**Cc:** sbagg@montpelier-vt.org <sbagg@montpelier-vt.org>; Johnson, Merrill H. <mjohnson@corp.wcvt.com>  
**Subject:** Re: Waitsfield Fayston FD/ Simulcast project

Craig and Tripp,

I have included Joseph Aldsworth, President of CFMAS, and Jeff Campbell/Paul Cerutti, who are both members of the CFMAS Communications Committee.

Capital Fire Mutual Aid System agreed to establish a Capital Replacement fund. This 10-year plan has been discussed extensively at multiple CFMAS meetings. Each agency contributes based on their equalized grand list. These funds are being invested annually to best capitalize the interest. Their purpose is to allow the system to have approximately one million in reserve to replace communications equipment in the future. I have emails where Tripp and Joseph Aldsworth worked on the agreement with Waitsfield, along with all other CFMAS agencies.

The radio project was not funded by state funds, but has now been allocated at the federal level. CFMAS received a presentation from Senator Welch's office and learned that the project has made it out of committee and is now waiting for federal budget approval. The "Capital Region Communications System" application for Congressionally Directed Spending was approved for \$3.8M. Upon federal appropriations bill approval by the House and Senate, our project will receive funding.

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, June 3, 2024**

4 **Draft**

5  
6 **I. Call to Order:** The meeting was called to order at 6:00 pm by Christine Sullivan. The meeting  
7 was held in person at the Waitsfield Town Office and remotely via Zoom.

8 **Members Present:** Chach Curtis, Fred Messer, Brian Shupe, Christine Sullivan, Larissa Ursprung

9 **Staff Present:** Annie Decker-Dell'Isola (Wastewater Project Manager), JB Weir (Zoning  
10 Administrator)

11 **Others Present:** Doug Bergstein (Valley Players), Anthony Italiano (MRTV), Robin Morris (Water  
12 Commission), Sam Robinson (MRVPD), Aaron Shea, Jonathan Ursprung (Planning Commission)

13  
14 **II. Wastewater Project Information Meeting**

15 Ms. Sullivan opened the Informational Meeting.

16 Ms. Decker-Dell'Isola presented information about the project, including the reasons behind  
17 the proposal, the history of the project, and the phases of work completed so far. Mr. Curtis  
18 then provided some details about the system itself and the financial aspects of the project,  
19 including grants received and applied for, the bond vote, and the portion of the work to be  
20 covered by a \$1.7M loan. It was noted that the anticipated timeline leads to completion of the  
21 system installation by the end of 2026.

22 No questions were raised by those present.

23 **III. Adjourn Information Meeting and Proceed to Regular Select Board Meeting**

24 The Informational Meeting was closed by Ms. Sullivan.

25 **IV. Regular Business.**

26  
27 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

28 Consideration of an amendment to Lawson's Liquor License was added to the Agenda; approval  
29 of the LEMP and Washington County Sheriff's Office contract were added to the Consent  
30 Agenda.

31  
32 **2. Public Forum.**

33 Nobody requested time to address the Board.

34  
35 **3. Liquor Permit Applications: Afterthoughts, Cold Spring Spirits, LLC, Mad River Inn, LLC,  
36 Riders Outpost, LLC.**

37 The following License renewal applications had been received, all for those within their initial  
38 three years of holding a license. Representatives for each enterprise were present at the  
39 meeting.

- 40
- 41 • Cold Spring Spirits, LLC – 1<sup>st</sup> and 3<sup>rd</sup> Class
  - 42 • Mad River Inn – 1<sup>st</sup> Class and Outdoor Consumption
  - Riders Outpost – 1<sup>st</sup> Class, 3<sup>rd</sup> Class, and Outdoor Consumption

43 Aaron Shea was present, representing Afterthoughts, for which an initial 1<sup>st</sup> Class and Outdoor  
44 Consumption License Application had been submitted. He noted that the location was licensed  
45 previously; this is where Sage Restaurant was located.

46  
47 The representative present confirmed that all required training had been completed, and no  
48 changes in licensing or use from the previous year were noted.

49  
50 **MOTION:** *Mr. Curtis made a motion to approve the four Liquor License applications as outlined.*  
51 *The motion was seconded by Mr. Messer. All voted in favor.*

52  
53 **4. Mad Marathon Festival Application.**

54 An email had been received from Dori Ingalls, explaining that the event logistics will generally  
55 be the same as the previous year.

56  
57 **MOTION:** *Mr. Messer made a motion to approve the Mad Marathon Festival Application as*  
58 *presented. The motion was seconded by Mr. Shupe. All voted in favor.*

59  
60 **5. Valley Players re: Sidewalk.**

61 Doug Bergstein provided an explanation of the configuration of the sidewalk drain in relation to  
62 the low point along the sidewalk directly in front of the Oddfellows Hall, noting that he had  
63 brought attention to this during sidewalk construction but that the grooving that was put in  
64 place at that point is not directing the water to the drain, as there continues to be a height  
65 difference. Ms. Sullivan noted that she had looked at the site, and the drain also appears to be  
66 clogged to some degree. She indicated that she will speak with Charlie Goodman, Road  
67 Commissioner, regarding the issue.

68  
69 **6. Appoint Jennifer Peterson as Treasurer.**

70  
71 **MOTION:** *Mr. Curtis made a motion to appoint Jennifer Peterson as Town Treasurer. The*  
72 *motion was seconded by Ms. Ursprung. All voted in favor.*

73  
74 **7. Town Treasurer Hiring update.**

75 Mr. Shupe reported that VLCT has confirmed that they do not provide assistance with the  
76 recruitment of Treasurers. The currently active and previous postings were discussed, and it  
77 was agreed that the two applications received previously will be reviewed before recruitment  
78 postings are updated/reactivated.

79  
80 **7A. Consider approval of Liquor License amendment for Lawson's.**

81 Ms. Sullivan explained that Lawson's intends to expand their outdoor seating/consumption  
82 area; the proposal will need DRB approval, and will require an amendment to their current  
83 License.

84  
85 **MOTION:** *Mr. Messer made a motion to approve the Liquor License Amendment for Lawson's,*  
86 *contingent upon DRB approval of the expanded outdoor space. The motion was seconded by*  
87 *Mr. Shupe. All voted in favor.*

88  
89 **8. Consent Agenda.**

90 **APPROVAL:** *The Consent Agenda was approved with no objections or concerns raised.*

- 91
- 92       • Approve Minutes of 5/13/2024
- 93       • Bills Payable and Treasurer's Warrants
- 94       • Liquor License warrants
- 95       • Approve Conservation Commission Contracts for Knotweed projects
- 96       • Approve Local Emergency Management Plan
- 97       • Approve contract with Washington County Sheriffs' Department for the same number of
- 98       hours as the previous year
- 99

100 **9. Selectboard Roundtable.**

101 Mr. Shupe provided some information regarding Hadley Gaylord's continued use of the

102 property for pasturing and haying, and the associated need for fencing to be put in place. A site

103 visit to the parcel was scheduled for June 24, prior to the Selectboard meeting taking place on

104 that date.

105

106 Mr. Messer encouraged Board members to read the full LEMP, and highlighted some important

107 sections and outlined some of the changes incorporated.

108

109 Mr. Shupe provided an update on VLCT's progress in the Town Administrator recruitment

110 process.

111

112 **10. Executive Session.**

113

114 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (3) [Personnel] passed*

115 *unanimously.*

116 The meeting entered Executive Session at 7:06 pm and returned to open session at 7:38 pm.

117

118 **MOTION:** *Mr. Shupe made a motion to approve the compensation agreement with Jennifer*

119 *Peterson for her work as Town Treasurer in addition to her Town Clerk work, as discussed. The*

120 *motion was seconded by Ms. Ursprung. All voted in favor.*

121

122 **MOTION:** *Mr. Messer made a motion to provide a Resolution that the Selectboard recognizes*

123 *Anthony Italiano for his 20-plus years of service to MRVT, providing a faithful and dutiful service*

124 *for the Town. The motion was seconded by Mr. Shupe. All voted in favor.*

125

126 **V. Other Business**

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

128 **VI. Adjourn**

129 The meeting adjourned at 7:40 pm.

130 Respectfully submitted,

131 Carol Chamberlin, Recording Secretary



STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

<sup>1</sup> Grant #: 01155_A172_5673_T_WAITSFIELD_M		<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
<sup>3</sup> Grant Title: ACT 172 COMMUNITY CAPACITY BUILDING MINI-GRANT			
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$4,000.00	
<sup>6</sup> Total Award Amount: \$4,000.00			
<sup>7</sup> Award Start Date: 05/23/2024		<sup>8</sup> Award End Date: 12/31/2026	
<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
<sup>10</sup> Vendor #: 0000040590		<sup>11</sup> Grantee Name: Town of Waitsfield	
<sup>12</sup> Grantee Address: 4144 Main St.			
<sup>13</sup> City: Waitsfield		<sup>14</sup> State: VT	
		<sup>15</sup> Zip Code: 05673	
<sup>16</sup> State Granting Agency: DEPARTMENT OF BUILDINGS AND GENERAL SERVICES			<sup>17</sup> Business Unit: 01155
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$0.00 Description:	
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund		\$4,000.00	\$4,000.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<b>Total Awarded - All Funds</b>		<b>\$0.00</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>			

SECTION IV - CONTACT INFORMATION

<sup>41</sup> STATE GRANTING AGENCY		<sup>42</sup> GRANTEE	
NAME: Brian Sewell		NAME: Randy Brittingham	
TITLE: State Energy Program Manager		TITLE: Treasurer/Grant Administrator	
PHONE: (802) 622-4291		PHONE: (802) 496-2798	
EMAIL: Brian.Sewell@vermont.gov		EMAIL: waitsfld@gmavt.net	

State of Vermont  
Standard Grant Agreement

Agreement # 01155\_A172\_5673\_T\_WAITSFIELD\_M

## Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement between State of Vermont Department of Buildings and General Services (BGS), (hereinafter called “State”) And Municipality of Waitsfield with principal place of business at **4144 Main St. Waitsfield, Vermont 05673** (hereinafter called “Grantee”). It is the grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-Capacity Building Mini-Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. **Term and Effective Date:** This agreement shall become effective from the date of signing by both parties and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee’s reporting requirements to the State have been satisfied, unless superseded by a future agreement which may better reflect the timeline of monitoring and reporting required by the State.
6. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
7. **Attachments:** This Grant consists of 12 pages including the following attachments that are incorporated herein:
  - Grant Agreement-Part 1 – Grant Award Detail
  - Grant Agreement Part 2 – Grant Agreement
  - Attachment A – Scope of Work To Be Performed
  - Attachment B – Payment Provisions
  - Attachment C – Customary State Grant Provisions
  - Attachment D – Other Provisions
8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
  - 1) Grant Agreement Part 1 and Part 2
  - 2) Attachment C
  - 3) Attachment D
  - 4) Attachment A
  - 5) Attachment B



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

By the State of Vermont:

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

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

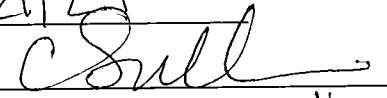
Name: \_\_\_\_\_

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

Department of Buildings and General Services

By the Grantee:

Date: 6/21/24

Signature: 

Name: Christine Sullivan

Title: Select Board Chair



## ATTACHMENT A: SCOPE OF WORK

### Grant Timeline:

- Ongoing: Grantee coordination and communication period begins with their Regional Planning Commissions (RPC) regarding program outreach and education. RPCs will contact towns to gather information and assist in grant applications.
- March 7, 2023: Applications open. Grantee may receive application assistance from their RPC.
- December 31, 2024: All grant awards must be obligated by BGS to grantees.
- December 31, 2026: All grant awards must be expended by BGS to grantees.
- Fiscal Year End (ongoing): Report due for funds spent by the Grantee. If funds are spent over multiple fiscal years, reports will be submitted annually.

The Grantee shall,

Facilitate community meetings and communication about municipal energy resilience.

Community meetings and communication. Grantee may use the funding to hold community meetings and send various forms of communication about their energy resilience plan, both project-specific for this funding opportunity, as well as for municipal operations. Examples include holding community gatherings and forums, creating a webpage, social media, or mailings to support the grantee's energy resilience goals and objectives, and/or forming an Energy Committee.

Identify qualified local project(s). Grantee may use the funding to incentivize a community volunteer or group to lead a project or provide capacity to municipal officials leading the project. The funding may also be used to hire a consultant to assist the covered municipality in identifying candidate project(s) for future energy resilience assessments and projects.

Grant application assistance. Grantee may use the funding to hire a consultant to assist with the drafting of the grant applications for the energy resilience assessment(s) and projects(s).

Communication, coordination, and technical assistance. Grantee is strongly encouraged to work with their Regional Planning Commissions (RPCs) on all elements of the MERP including the up to \$4,000 community education grants. The RPCs have received funding as part of this program and are required to aid with education and outreach, planning, grants applications, and technical assistance to their respective covered municipalities.

Reporting. Grantee shall deliver a report that includes the efforts made with use of these funds, once concluded, by June 30<sup>th</sup>, 2024. If the efforts are ongoing (i.e. last more than one year, for example if funding a municipal energy committee), then this report will be completed annually for the expenses incurred during that fiscal year.

## **ATTACHMENT B: PAYMENT PROVISIONS**

In accordance with Act 172 Sec. 3(c)(1)(B), BGS shall administer the Municipal Energy Resilience Program and award grants for the following: "(B) not more than \$4,000.00 to each covered municipality to facilitate community meetings and communication about municipal energy resilience".

Grantee shall be awarded their entire grant amount within 30 days of the execution of this agreement, assuming that Covered Municipality has taken all necessary steps to receive the award as required by the State of Vermont Agency of Administration- Financial Services Division (FSD). Upon completion of this agreement Grantee will receive a Grant Number to be utilized in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the Grantee and State, the Grantee shall receive a copy of the fully executed agreement, at which point FSD will begin the process of delivering funds.

Grantee commits to submitting a report detailing a narrative summary along with funds spent at the end of the respective fiscal year. If community capacity building efforts are ongoing, a report will be submitted for each fiscal year that funds are spent.

No additional expenses may be sought by the Grantee from the State beyond the funding provided under this grant agreement.

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an

agent of the Party in connection with the performance of this Agreement.

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

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

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

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

notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
15. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
16. **Taxes Due to the State:**
  - A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all



taxes due the State of Vermont.

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

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

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

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

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

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

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

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

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

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

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners)

are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
  - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
  - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
  - C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

**A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## ATTACHMENT D: OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Use of Funds:** The Grantee shall use these funds solely for the purpose of this Grant Agreement.
3. **Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this Agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement.
  - a. Name: Chris Badger
  - b. Title: Energy Coordinator
  - c. Phone: 802-279-5441
  - d. Email: csbadger@gmail.com
4. **Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
6. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State.
7. **Special Conditions:** Under this heading the granting agency will specify special conditions imposed by the Federal Granting Agency.