

TOWN OF WAITSFIELD

SELECTBOARD MEETING

Monday, September 23, 2024

6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 PM

1. Agenda additions, removals, or adjustments per 1 V.S.A. § 312 (d) (3) (A).
2. Public Forum

II. Regular Business.

1. 2024 MRV Wellbeing Survey- Sam Robinson, MRVPD
2. Village Wastewater Project Update- Josh Schwartz, MRVPD
3. Approval of State ARPA Contract: Village Water & Wastewater Initiative
4. Acknowledgement & acceptance of Donaldson easement for fire hydrant
5. Von Trapp waterline installation request
6. Consent Agenda:
 - a. Consider Approving the Minutes of 6/24//24 and 7/8/24
 - b. Bills Payable and Treasurer's Warrants
 - c. Liquor license warrants
 - d. Approval of amended personnel policy, dog and animal control ordinances
5. Selectboard Roundtable
6. Town Administrator Report
7. 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]

III. Other Business.

1. Correspondence/reports received

IV. Adjourn.

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

ALL TIMES ARE APPROXIMATE

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

Chach Curtis * Fred Messer * Christine Parisi, *Chair* * Brian Shupe, *Vice Chair* * Larissa Ursprung
Town Administrator: Vacant (802) 496-2218, x5 townadmin@gmavt.net or waitsfieldselectboard@gmavt.net

Town of Waitsfield Selectboard Meeting 9.23.24
Town Administrator Notes

II. Regular Business

1. 2024 MRV Wellbeing Survey- Sam Robinson, MRVPD

Sam Robinson will be joining to present the results of the 2024 update of the [MRV Wellbeing Survey](#).

2. Village Wastewater Project Update- Josh Schwartz, MRVPD

Josh Schwartz will be joining to provide a progress update on village wastewater design. See document [here](#).

3. Approval of State ARPA Grant Agreement: Village Water & Wastewater Initiative

“The grant agreement subject matter is the Village of Waitsfield Decentralized Wastewater System pursuant to the Federal American Rescue Plan Act of 2021 and the US Department of the Coronavirus Local Fiscal Recovery Fund Award term and conditions. In consideration of the scope of the work to be performed, the State agrees to pay the subrecipient (Town of Waitsfield) \$2,508,085.” These grant funds cannot be used as a match for the purpose of obtaining additional federal funds, without prior approval from the State of VT.

Rene Miller, Grant Specialist for the State of VT Agency of Natural Resources (ANR) has provided SB Chair Parisi a Docusign copy she can return as signatory, following SB approval.

Recommendation:

SB should approve this agreement. A draft copy has been reviewed for legal opinion and includes changes requested by Zoning Administrator, JB Weir, included in this [final draft](#) presented to SB Chair for signature. Deadline for finalizing this funding agreement is September 30, 2024.

4. Acknowledgement & acceptance of Donaldson easement for fire hydrant

This finalized property easement conveys to the Town of Waitsfield a surveyed area of John Donaldson’s property, in the road right of way, for the Town of Waitsfield & Fayston Fire Department to locate and install a fire hydrant. [Easement agreement and Appendix A](#), a map that outlines the location of the waterline and hydrants, were reviewed and revised by Beriah Smith of SP&F on behalf of the Town of Waitsfield.

Recommendation:

Town of Waitsfield has been granted the easement. The signed and notarized agreement has been provided to the Town Clerk and will be recorded upon acceptance by the Selectboard. I recommend the SB accept the easement as submitted. WFFD Chief Tripp Johnson has been communicated with re: easement provision. Road Foreman, Josh Rogers, has requested that there be a meeting and agreement regarding location, specifications and construction of pull off for fire trucks to access to hydrant, to be certain it complies with local road ordinance.

5. Von Trapp waterline installation request

Sebastian Von Trapp has made a request to the SB to install a pressurized waterline across the Common Rd so he is able to fill watering tubs and floats to serve his cow herd. He has asked to be able to install the line by trenching the road, installing the line, burying it and compacting the road back to grade. Less disruptive to the current composition of the road and travel surface, would be to bore beneath the road and install a sleeve that would protect the waterline from the

possibility of being damaged or destroyed by the Town road grader. This type of install comes at far greater expense. A letter of support provided by UVM Extension Grazing Specialist, Amber Reed, provided to the Road Commissioner, Charlie Goodman, Sr. suggests that farmers in similar circumstances and in other municipalities, have worked with their local Road Foremen to create an agreeable plan for trenching, installation, burial and compaction– with satisfactory results and far less expense. Amber is happy to meet with any constituencies with concerns regarding this method of installation, including the Waitsfield SB and Road Foreman, Josh Rogers.

Recommendation:

SB should suggest that Mr. Von Trapp proceed with request for a permit to do the work within the road right away and under the guidance and specification of Road Foreman, Josh Rogers. Upon completion the work, a final inspection will be conducted by Josh and Road Commissioner Goodman. Further, it may be in the best interest of the Town to request a contractual agreement whereby Mr. Von Trapp will agree to assume liability for any future damage or required maintenance in the area of 251 Common Rd. where the water pipeline is located.

II. Consent Agenda:

Any member of the Selectboard may request that an item be removed from the consent agenda for any reason and the Chair will decide where on the regular agenda the item will be placed for further discussion and consent agenda items.

- a. Consider Approving the Minutes of 8/12/24 and 8/26/24

See copies of minutes here: 8/12 & 8/26

- b. Bills Payable and Treasurer's Warrants

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

- c. Liquor license warrants

- d. Approval of amended personnel policy, dog and animal control ordinances



FFA - STANDARD ARPA GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and Waitsfield Town Treasurer with principal place of business at 9 Bridge St, Waitsfield, VT 05673, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is the Village of Waitsfield Decentralized Wastewater System, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$2,508,085.00. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy. When bidding contracts using Federal funds, the Subrecipient must meet, at a minimum, the applicable Federal procedures for solicitation and award and required contract clauses. The basic authority for the Federal requirements, the Federal Office of Management and Budget’s “Uniform Guidance”, is 2 CFR Part 200. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
5. **Ownership and Disposition Assets:** At the end of the grant term, Subrecipient will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. **Source of Funds:** ___ General Federal ___ Other
 \$ \$2,508,085.00. Fund
7. **Grant Term:** The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the State and end on September 30, 2026.
8. **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. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
9. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. **Fiscal Year:** The Subrecipient’s fiscal year starts July 1 and ends June 30.
11. **Attachments:** This Grant consists of the following attachments that are incorporated herein:

- Attachment A – Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D – Other Grant and Contract Provisions
- Attachment E – State Fiscal Recovery Quarterly Project Report Template
- Attachment F – State Fiscal Recovery Fund Program Assurances
- Attachment G – Terms and Conditions for Federal Subrecipients

Legal Name and Unique Entity Identifier (UEI) on File with the www.sam.gov (1):

Town of Waitsfield Town Hall
 Print Legal Name

KJCLKHNSFKW8
 UEI (2)

Did this business or organization (the legal entity to which the UEI provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?*

Yes No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.	
<p>STATE OF VERMONT</p> <p>By:</p> <p>_____</p> <p>Commissioner</p> <p>Dept of Environmental Conservation</p> <p>Date: _____</p>	<p>SUBRECIPIENT</p> <p>By:</p> <p>_____</p> <p>Name: (Print) _____</p> <p>Title: _____</p> <p>Date: _____</p>

Attachment A Scope of Work to be Performed

Part or All of the Scope May be Sub-Granted

1. **Project Overview:** The proposed project is a Decentralized Wastewater System for the Subrecipient's Village Center and Neighborhood Development Area. This system will be responsible for the collection, treatment, and disposal of the community's wastewater. The proposed project area includes parcels within the State-designated Village Center and its adjacent buffer, Neighborhood Development Area, and parcels identified within the Preliminary Engineering Report (PER). The service area will comprise of a minimum of 50 service connections and/or will have a minimum design capacity of 90,000 gallons per day indirectly discharged to groundwater within the Mad River and Winooski watershed. The treatment will comprise of a tertiary treatment system.

Table 1: SFR Program Information

SFR Program	5-Infrastructure
SFR Expenditure Category	5.3-Clean Water: Decentralized Wastewater
SFR Project Name	Town of Waitsfield Wastewater System
SFR Project ID No.	ANR-6140892203-019
Primary Place of Performance	4144 Main St, Waitsfield, VT 0567
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A
Median Household Income for Service Area	\$70,000.00
Lowest Quintile Income for Service Area	\$18,561.00

2. **Statement of Need:** The Subrecipient has a State-designated Village Center for the village area of Waitsfield and Neighborhood Development Area designation for village area of Irasville. These village areas are economically stagnated due to the lack of community wastewater disposal capacity. Given the age of the individual household infrastructure, the potential of failure is likely, however there are no systems within the Village reported to have failed.
3. **Population Served:** The service area includes mixed use development including municipal and civic uses, single family and multifamily residential units, and commercial uses. Specific demographic information is difficult to obtain; however, our understanding is that there are rental units inhabited by low- and fixed-income residents, as well as higher income users, within the service area. The Town's entire population is served by the municipal, civic, and commercial uses including the Post Office, Waitsfield Fire Department, Joslin Public Library, and Irasville Country Store.
4. **Scope of Work:** Subrecipient shall ensure the following are completed as deemed necessary by the Village Water Wastewater Technical Project Manager dependent on State Revolving Fund (SRF) Project Steps to be funded with ARPA Grant dollars:
 - a. **Step 1 – Preliminary Engineering and Planning**

Project shall follow the Clean Water State Revolving Fund (CWSRF) Preliminary Engineering and Planning process. Deliverables shall follow the Step 1 process outlined on the Water Infrastructure Financing Program webpage:

<https://dec.vermont.gov/water-investment/water-financing/srf/srfstep1>

- i. Ensure the following information and reports are provided to receive Facility Plan Approval from the State. Submit the following:

- 1. Preliminary Engineering Report (PER)
- 2. Provide signed Environmental Information Document
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=198411&DVID=0>
- 3. Submittal for Vermont Division of Historic Preservation Review
- 4. Provide Project Review Sheet
- 5. Public Meeting Certification

b. Step 2 – Final Design

Project shall follow the CWSRF Final Design process. Deliverables shall follow the Step 2 process outlined on the Water Infrastructure Financing Program webpage:

<https://dec.vermont.gov/water-investment/water-financing/srf/srfstep2>

Subrecipient shall ensure the completion of the following:

- i. Hold project coordination meetings.

Submit the following:

- 1. Meeting Agenda
- 2. Submittals
- 3. Minutes
- 4. Draft Construction Documents

- ii. Design selected project.

Submit the following:

- 1. Design Plans: 30%, 60%, 90%, and Final (Stamped & Signed by a Vermont Registered Professional Engineer)
- 2. Technical Specifications: 30%, 60%, 90%, and Final (Stamped & Signed by a Vermont Registered Professional Engineer)

- iii. Prepare contract documents for bid

Submit the following:

- 1. 90% Draft EJCDC Front End Documents
- 2. Final documents ready to bid complete with dates for meetings and bids coordinated and accepted by the State Construction Engineer

- iv. Maintain Project Cost Summary (PCS).

- 1. Submit PCS for 30%, 60%, 90%, Final

- v. Obtain required State Permitting.

- 1. Submit copies of permits or;
- 2. Project Review Sheet or a determination that the permit is not required

c. Step 3 – Construction

Project shall follow the CWSRF Construction process. Deliverables following the Step 3 process outlined on the Water Infrastructure Financing Program webpage:

<https://dec.vermont.gov/water-investment/water-financing/srf/srfstep2>

Subrecipient shall ensure the completion of the following:

- i. Progress will be tracked with quarterly grant reporting and the monthly invoicing tracked as a percentage of dollars spent.

- 1. Submit quarterly reports (Attachment E)
- 2. Submit monthly invoices

- ii. Bid project through a public bidding process using Engineers Joint Contract Documents Committee (EJCDC) 2013 or 2018 front end documents, the Vermont Bid Systems, and per Vermont SRF Guidance Document 25.

<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=129141&DVID=0>

1. Submit the following:
 - a. Copy of Bid Advertisement
 - b. Right-of-way (ROW) Certificate
 - c. Copy of any Addenda
 - d. Recommendation for Award
 - e. Certified Bid Tab
 - f. Updated “Vermont SRF Standard Project Cost Summary Form” with Bid Information
 - g. Notice of Award
 - h. Executed contract agreement with successful bidder
 - i. Notice to Proceed
 - j. Preconstruction Meeting and Meeting Minutes
- iii. Construct the project per the plans and specifications, as submitted and approved under Step 2.
 1. Place Clean Water Project Sign
 2. Submit the following:
 - a. Contractor’s Monthly Pay Requests
 - b. Engineer’s Monthly Pay Requests
 - c. Monthly Progress Meetings and Meeting Minutes
 - d. Updated Monthly PCS Statement
 - e. Any Change Orders
 - f. Any Small Purchases
 - g. Signed Substantial Completion Certificate and Punch List
- d. Land and Easement Acquisition**
 - i. Ensure acquisition of any necessary land and property easements for project. Submit the following documents:
 1. Copy of Executed Purchase and Sales Agreement – if land is being purchased
 2. Copy of Executed Public and Private Easement Agreements
 3. Easements and Rights of Way Certification Form
- e. Additional Services**

Additional services shall be obtained to support the completion of Steps 1, 2, and 3. Subrecipient shall ensure the completion of the following:

 - i. Obtain project coordinator services
 1. Submit the following documents:
 - a. Copy of Executed Project Coordinator Services Agreement
 - b. Copies of Paid Invoices
 - c. Communication and Outreach Plan
 - d. Meeting Minutes
 - e. Outreach Documents and Presentation
 - ii. Obtain hydrogeological services
 1. Submit the following documents:
 - a. Soil Investigation Reports
 - b. Water Quality Data (if applicable)
 - i. If required by permitting
 - iii. Obtain legal assistance
 1. Submit Copies of Paid Invoices of Attorney Fees

Table 1. Milestone and Deliverables schedule:

	#	Milestone	Deliverable	Due Date
Project Implementation: Step 1	1	Environmental Review	Submit the following: <ul style="list-style-type: none"> A. Environmental Information Document with supporting documentation B. Submittal for Vermont Division of Historic Preservation Review C. Project Review Sheet D. Public Meeting Certification 	April 15, 2025
Project Implementation: Step 2	2	Final Design	Submit the following: <ul style="list-style-type: none"> A. Meeting Agenda, Submittals, Minutes & Draft Construction Documents B. Submit all required Design Plans C. Submit Technical Specifications D. Contract Documents E. Project Cost Summaries F. Project Review Sheet or a determination that the permit is not required G. Documents associated with obtaining State permits <ul style="list-style-type: none"> 1. Submit copies of permits 2. Project Review Sheet or a determination that the permit is not required 	June 1, 2025
Project Implementation: Step 3	3	Bid Phase	Submit the following: <ul style="list-style-type: none"> A. Copy of Bid Advertisement B. Right-of-way (ROW) Certificate C. Copy of any Addenda D. Recommendation for Award E. Certified Bid Tab F. Updated “Vermont SRF Standard Project Cost Summary Form” with Bid Information G. Notice of Award H. Executed contract agreement with successful bidder I. Notice to Proceed J. Preconstruction Meeting and Meeting Minutes 	July 30, 2025

	4	Construction	<p>A. Placement of Clean Water Project Sign</p> <p>B. Submit the following:</p> <ol style="list-style-type: none"> 1. Monthly Progress Meetings and Meeting Minutes 2. Updated Monthly PCS Statement 3. Any Change Orders 4. Any Small Purchases 5. Signed Substantial Completion Certificate and Punch List 	September 30, 2026
Project Implementation: Land and Easement Acquisition	5	Land and Easement Acquisition	<p>Submit the following:</p> <ol style="list-style-type: none"> A. Copy of Executed Purchase and Sales Agreement (Land Acquisition) – if land is being purchased B. Copy of Executed Public and Private Easement Agreements C. Easements and Rights of Way Certification Form 	July 30, 2025
Project Implementation: Additional Services	6	Project Coordinator Services	<p>Submit the following:</p> <ol style="list-style-type: none"> A. Copy of Executed Project Coordinator Services Agreement B. Copies of Paid Invoices C. Communication and Outreach Plan D. Meeting Minutes E. Outreach Documents and Presentation 	August 31, 2026
	7	Hydrogeological Services	<p>Submit the following:</p> <ol style="list-style-type: none"> A. Soil Investigation Reports B. Water Quality Data - if applicable 	May 1, 2025
	8	Legal Assistance	<ol style="list-style-type: none"> A. Copies of Paid Invoices of Attorney Fees 	August 31, 2026
Project Implementation: Reporting	9	ARPA Quarterly Progress Tracking	Submit SFR Quarterly Progress Reports (Attachment E)	Due by the last day of each quarter (December 31st, March 31st, June 30th, September 30th) for the life of the agreement

	10	Monthly Invoicing	Submit Monthly Invoicing	Invoices are combined and submitted no more often than once a month
	11	Final ARPA Reporting	Submit SFR Quarterly Progress Report (Section 1 of Attachment E) and Annual Performance Measure Information (Section 3 of Attachment E).	Due with final invoice

* Due dates for interim deliverables can be extended upon written approval by the State

5. **Results:** At the completion of the project, Subrecipient installs the project in accordance with the approved plans and specifications, and any approved change orders or addenda. The mandatory quarterly performance will measure the following four performance measures:
1. Number of final (100%) designs completed.
 2. The number of services on the system.
 3. Linear feet of sewer pipe installed.
 4. Equivalent residential unit capacity created.
6. **Evaluation:** The monthly pay requests from the contractor to the Subrecipient will show the itemized costs, which include the number of services installed, and the linear feet of pipe installed.
7. **Equity Impact:** The grant award has been set to try to bring the future user cost to the lowest possible cost to ensure system affordability. The project will help to create opportunities for economic recovery in the Village through reuse and infill development for small business, jobs, and housing, including multi-family and accessory housing currently unavailable due to the lack of a community wastewater disposal system.
8. **Reporting:**
- a. Subrecipient is required to submit quarterly progress reports for the quarters ending December 31, March 31, June 30, and September 30 on a template provided by the State (Attachment E) by the last day of each quarter.
 - b. Subrecipient shall submit Final ARPA Reporting with the final invoice. The final report shall consist of SFR Quarterly Progress Report (Section 1 of Attachment E) and Annual Performance Measure Information (Section 3 of Attachment E).
9. **Other Requirements:**
- a. Subrecipient will own and operate and maintain (in good condition) the Project for its useful life (or cause it to be so operated and maintained).
 - b. Subrecipient will establish, adjust and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain (in good condition) the Project.
 - c. Subrecipient shall seek written pre-approval from the State for minor modifications to construction element locations due to variations in terrain or budget. The scope and site plans in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following State approval.
 - d. Subrecipient shall install and return a Clean Water Project Sign during construction. Vermont DEC requires the use of a Clean Water Project sign for all clean water projects:
 - i. Find guidelines for Clean Water Project Signs at:
https://dec.vermont.gov/sites/dec/files/DEC-CWIP_CleanWaterProjectSignsGuidance_FINAL.pdf

ii. Additional sign information:

<https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-09-05%20Clean-Water-Sign-Plan%20Final.pdf>

Attachment B

Payment Provisions

1. This grant is a performance-based grant with cost reimbursable payment terms. Payments made to the Subrecipient by the State are based on the submittal of invoices not more than monthly and the inclusion of a date range in which activities on this grant were undertaken. Subrecipient is required to keep documentation of all expenses reported to the State on the invoice, and are required to submit those documents with each invoice. The State reserves the right to ask for expense documentation upon request. Invoices must be submitted on the Clean Water State Revolving Fund Request for Reimbursement of Expenses Form
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

3. Risk-Based Assessment:

Risk Level: High

Risk Level	Monitoring Requirements
High	- Subrecipient is required to submit quarterly progress reports. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.

- a. These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
 - b. If you are required to have a Single Audit, you are to report to the State the audit, findings, Management Response Letter including corrective actions within 9 months after the end of your fiscal year.
4. Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.
5. The Subrecipient shall:
- Maintain a copy of all receipts on file for review upon request by the State,
- Include a copy of all receipts for costs requested for reimbursement.
- Other:

6. Other Provisions

- a. Pre-award costs starting March 3, 2021, are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
- b. All invoices must be received within 90 days after the end date of this agreement. Any invoices received after 90 days may not be honored.
- c. Subrecipient is conferred blanket approval from the State to execute any subgrant or subcontracts associated with this Agreement and related amendments according to Attachment C, #19.
- d. When applying for funds, requesting payment, and submitting financial reports, Subrecipient and all pass-through entities must certify to the following and include this language with the submission of applications/ proposals, payment requests, and financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information,

or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

7. Payment requests must be submitted on the Payment Request Form at the following link:
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
8. Submit completed forms to: anr.srfpayments@vermont.gov

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.

- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B.** With respect to State Data, Party shall:

- i.** take reasonable precautions for its protection;
 - ii.** not rent, sell, publish, share, or otherwise appropriate it; and
 - iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C.** With respect to Confidential State Data, Party shall:
- i.** strictly maintain its confidentiality;
 - ii.** not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii.** provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv.** implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i.** industry-standard firewall protection;
 - ii.** multi-factor authentication controls;
 - iii.** encryption of electronic Confidential State Data while in transit and at rest;
 - iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and
 - vi.** monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E.** No Confidential 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 United States, except with the express written permission of the State.
- F.** Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G.** State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded

products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.

- 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 \$1,000, 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 PROVISIONS

- A. For contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.
- B. For projects over \$10 million, the following is required to be reported to the State with Quarterly Project Reports, as applicable:
1. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - a. The number of employees of contractors and sub-contractors working on the project;
 - b. The number of employees on the project hired directly and hired through a third party;
 - c. The wages and benefits of workers on the project by classification; and
 - d. Whether those wages are at rates less than those prevailing.¹ Recipients must maintain sufficient records to substantiate this information upon request.
 2. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
 - a. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - b. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
 - c. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - e. Whether the project has completed a project labor agreement.
 3. Whether the project prioritizes local hires.
 4. Whether the project has a Community Benefit Agreement, with a description of any such agreement

¹ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

5. State and Local Fiscal Recovery Funds (SLFRF) funds may be used to acquire real and personal property, supplies, and equipment. Except for property, supplies, or equipment acquired using revenue loss funds, recipients must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316). During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315. After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period. Recipients are responsible for being able to substantiate their determinations on whether the use of an asset is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with their award. Recipients are not required to seek or obtain the approval of Treasury prior to changing the use within the parameters of the authorized purpose.

**ATTACHMENT E – STATE FISCAL RECOVERY (SFR) QUARTERLY PROJECT REPORT
TEMPLATE**

Name: Waitsfield Town Treasurer

Contact Completing Report: [Click or tap here to enter text.](#)

Report Date: [Click or tap here to enter text.](#)

Grant Project: [Click or tap here to enter text.](#)

Grant ID: 06140-2023-ARPA-VWWW-06

Quarter End Date: [Click or tap here to enter text.](#)

Quarterly Information Collected Every Quarter	
Projected/Actual Construction Start Date (month/year):	Click or tap here to enter text.
Projected/Actual Initiation of Operations Date (month/year):	Click or tap here to enter text.
Project Status:	Click or tap here to enter text.

Risk-Based Information High Risk: Collected Every Quarter	
Summary of progress made on deliverables within reporting timeframe.	Click or tap here to enter text.
Milestone status updates	Click or tap here to enter text.
Technical/cost/schedule issues encountered	Click or tap here to enter text.
Work planned for next period	Click or tap here to enter text.

Annual Performance Measure Information Collected Quarter ending on March 31 st	
Number of final (100%) designs completed	
The number of services on the system	
Linear feet of sewer pipe installed	
Equivalent residential unit capacity created	

ATTACHMENT F – STATE FISCAL RECOVERY FUND PROGRAM ASSURANCES

An authorized signatory of Subrecipient must attest to the following by checking the box next to the statement and signing this document.

1. I have the authority to request payment from the State of Vermont. I am requesting payment for costs incurred in connection with section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (“section 602”).
2. As required by federal law, the SFR will only be used for approved economic support or costs incurred during the period that begins on March 3, 2021 and December 31, 2024, in response to the COVID-19 public health emergency and its negative economic impacts.
3. Subrecipient will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont and will cooperate with the State of Vermont in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 602.
4. To the extent that actual expenditures or demonstrated need is less than the total award amount, Subrecipient agrees to return the balance of unspent funds to the State of Vermont. If the United States Department of the Treasury recoups funds from the State of Vermont based on a determination that these award funds were used in a manner not in compliance with section 602, Subrecipient agrees that the State of Vermont may recover funds from Subrecipient by reducing future funding in State budgets.
5. Subrecipient must repay the award or portion of the award to the Vermont Agency of Natural Resources, Department of Environmental Conservation if: any funds received were issued in error; are based on incorrect representations made to the Vermont Agency of Natural Resources, Department of Environmental Conservation; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Subrecipient. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Agency of Natural Resources, Department of Environmental Conservation.
6. Subrecipient has applied for FEMA-Public Assistance funding first for all FEMA-eligible expenses before applying to this grant. Subrecipient will only use this grant to cover expenses that are not eligible for FEMA-Public Assistance reimbursement.
7. Subrecipient shall maintain and make available to the State of Vermont and/or United States Department of the Treasury, upon request, all documents and financial records sufficient to establish compliance with section 602. Records and supporting documentation must be maintained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Records to support compliance with subsection 602 may include, but are not limited to, copies of the following:
- a. General ledger and subsidiary ledgers used to account for (a) the receipt of SFR payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - b. Budget records;
 - c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
 - d. Receipts of purchases made related to addressing the public health emergency due to COVID-19;

- e. Contracts and subcontracts entered into using SFR payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using SFR payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of SFR payments; and
- j. All investigative files and inquiry reports involving SFR payments.

8. To the best of my knowledge, neither Subrecipient nor Subrecipient '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.

9. Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether a Single Audit is required for the prior fiscal year. If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Vermont within 9 months. 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.

10. Subrecipient will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Agency of Natural Resources, Department of Environmental Conservation.

11. The Vermont Agency of Natural Resources, Department of Environmental Conservation may share the information on this federal award with other Vermont state agencies, and other Vermont agencies can share information with Vermont Agency of Natural Resources, Department of Environmental Conservation for the purpose of verifying Subrecipient's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.

12. Subrecipient authorizes the State of Vermont to share data relevant to this award with the U.S. Department of Treasury, including but not limited to previously submitted W-9 data that is related to this award.

13. All of Subrecipient's tax returns are completed and filed through the date of application filing.

14. Subrecipient complies with local, state and federal labor laws.

15. Subrecipient is in good standing with the Vermont Secretary of State.

16. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this federal award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

17. Subrecipient understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

18. Subrecipient certifies that for contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.

19. Subrecipient certifies that that they will require any subcontractors or subgrantees to also certify that for contracts awarded over \$200,000 for maintenance, construction, or improvement project shall provide that all construction employees working on the project shall be paid not less than mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey.

Printed Name:

Authorized Signature:

Title:

Organization Name:

Date:

**ATTACHMENT G - TERMS AND CONDITIONS FOR FEDERAL SUBRECIPIENTS -
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND AWARD**

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 602 of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Conflicts of Interest. Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Participants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
5. Compliance with Applicable Law and Regulations
 - a. Participant agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602 of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all

lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Participant Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
6. Remedial Actions. In the event of Participant's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602 of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602 of the Act.
7. Hatch Act. Participant agrees to comply, as applicable, with requirements of the Hatch Act (U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
8. False Statements. Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number SLFRP4407 awarded to State of Vermont by the U.S. Department of the Treasury.”
10. Debts Owed the Federal Government.
- a. Any funds paid to Participant (1) in excess of the amount to which Participant is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 602 of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
11. Disclaimer
- a. The United States expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Participant does not in any way establish an agency relationship between the IFA, United States and Participant.
12. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Build America, Buy America Act. This Act shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. The Act requires the following Buy America preference:
 - a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
 - b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT, DANA B. DONALDSON and JOHN B. DONALDSON, Co-Trustees of the DANA B. DONALDSON REVOCABLE TRUST u/t/a dated March 28, 2008, of the Town of Waitsfield, County of Washington and State of Vermont, Grantors, in consideration of Ten and More Dollars (\$10.00) and other valuable consideration paid to their full satisfaction by the **TOWN OF WAITSFIELD**, a Vermont municipality located in the County of Washington and State of Vermont, Grantee, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **TOWN OF WAITSFIELD**, and its successors and assigns, certain easements and rights for a water line and fire hydrant over, upon and through certain lands and premises in the Town of Waitsfield, County of Washington and State of Vermont, more particularly described as follows, viz:

Being an easement and right-of-way twenty feet (20') in width for the purposes of construction, operation, maintenance, repair, replacement and improvement of a three hundred-foot (300'), more or less, long water pipeline, fire hydrant, and all appurtenances thereto (including but not limited to a restrainer and gate valve), running southerly from a pond on the Grantors' land to the town highway known as Rolston Road, all to be installed by Grantee. The centerline of said easement and right-of-way shall be fixed on the water pipeline as installed; however, for reference purposes said water pipeline and fire hydrant are shown on the plan attached hereto as "Exhibit A" (the "Plan").

Being also an easement to pump and remove the water from the pond on the Grantors' land via the water pipeline and hydrant for the purposes of supplying water for fire extinguishment and other emergency services needs, including but not limited to firefighter training.

Together with the right to enter on the lands of the within Grantors, their heirs and assigns, for installation, maintenance, repair, replacement and improvement of said water pipe line, fire hydrant and appurtenances thereto, and for the pumping, and removal of water provided that such entry shall be reasonably necessary to the purposes hereof and that any premises of the Grantors disturbed or affected by Grantee's exercise of its rights granted hereunder shall be restored as near as reasonably practicable to their condition prior to such entry at Grantee's own cost and within a reasonable time.

The within Grantors, their heirs and assigns, shall have the right to make use of the surface of the easement areas and right-of-way such as shall not be inconsistent with the Grantee's use of said easement and right-of-way, but shall place no structures, landscaping or other improvements within said easement and right-of-way which prevent or interfere with the Grantee's ability to use said easement and right-of-way.

Being a portion of the same lands and premises conveyed to the Grantors by the Warranty Deed of Seth Hanselmann and Serena Fox, dated June 25, 2018, and recorded in Book 167, Page 324 in the Town of Waitsfield Land Records.

Reference is hereby made to the above-mentioned deeds, instruments, the records thereof, and the references therein made, all in further aid of this description.

TO HAVE AND TO HOLD the above granted rights and privileges over, upon and through said premises unto the Grantee, **TOWN OF WAITSFIELD**, its successors and assigns forever; and the said Grantors, **DANA B. DONALDSON and JOHN B. DONALDSON**, Co-Trustees of the **DANA B. DONALDSON REVOCABLE TRUST** u/t/a dated March 28, 2008, do for themselves and their heirs, successors-in-trust and assigns covenant with the Grantee and its successors and assigns, that they are lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances, that the Grantors have good right and title to sell and convey the rights as aforesaid and that the Grantors and their heirs and assigns shall **WARRANT** and **DEFEND** the same to the Grantee and its successors and assigns forever against the lawful claims and demands of all persons.

TRUSTEES CERTIFICATION

Grantors, **DANA B. DONALDSON and JOHN B. DONALDSON**, Co-Trustees of the **DANA B. DONALDSON REVOCABLE TRUST** u/t/a dated March 28, 2008, hereby certify:

1. That they have been properly appointed as the Co-Trustees under the Trust Agreement and are currently serving as Co-Trustee; and
2. That they have in all things observed the direction of law and the Trust Agreement in their execution of this Easement Deed; and
3. That they are fully vested with the title, estate, rights, powers, duties and obligations of Co-Trustees under the Trust Agreement, including the power to accept and agree to this Easement Deed without the consent of any other persons; and

4. That the Trust Agreement has neither been revoked nor amended in any way that would impair their ability to execute this Easement Deed as provided for herein.

IN WITNESS WHEREOF, Grantors hereunto sets their hands and seals this ____ day of _____, 2024.

Dana B. Donaldson, Co-Trustee
of the Dana B. Donaldson Revocable
Trust u/t/a dated March 28, 2024

John B. Donaldson, Co-Trustee
of the Dana B. Donaldson Revocable
Trust u/t/a dated March 28, 2024

**STATE OF VERMONT
WASHINGTON COUNTY, SS.**

At Waitsfield, in said County, this ____ day of _____, 2024, personally appeared **DANA B. DONALDSON and JOHN B. DONALDSON**, Co-Trustees of the **DANA B. DONALDSON REVOCABLE TRUST** u/t/a dated March 28, 2024, and they acknowledged this instrument, by them signed, to be their free act and deed and their free act and deed as Co-Trustees of the Dana B. Donaldson Revocable Trust u/t/a dated March 28, 2024.

Before me,

Notary Public
My Commission Expires: 1/31/2025
My Commission #:



The University of Vermont

Charlie Goodman Sr
Road Commissioner
Waitsfield, VT

September 17, 2024

RE: In support of von Trapp waterline installation

Dear Mr. Goodman,

I have been working with Sebastian von Trapp for the last year to improve the grazing and conservation practices for his grazing dairy herd. Because most of his pasture is across the road with no water access, we have worked hard with both NRCS and the VT Agency of Agriculture to create a productive grazing system that is good for his animals and improves water quality. Part of that system includes putting a waterline across the road so that we can have a pressurized pipeline with water tubs and floats to service the cows. Because milk is mostly water, it is incredibly important for milk production, herd health, and animal welfare to provide clean, cool water on demand. Hauling water in totes or tanks is time consuming and not a system that we encourage among our progressive grazers.

Since I work closely with the Agency of Agriculture on many livestock projects across the state, we have actually had a number of other farms who needed to trench waterlines across dirt roads. In those cases, qualified contractors worked with road foreman to create a plan to install waterlines and restore the road to its original state. Those projects have been completed with compactors and excavators to the satisfaction of everyone. Projects that include boring under the road are easily double the cost of digging and not something we want to force on farmers already strapped for cash. We can find out if other towns shouldered the difference in price on those projects.

Regardless, I am happy to stop by and meet in person with you or the Waitsfield selectboard along with NRCS, Conservation District, or Agency of Agriculture employees to express our support for Sebastian's project. We are saddened to watch as Vermont's dairies have dwindled over the years, and we want to do everything we can to support working farms with solid business plans for the future. Nothing keeps money in the state better than farmers who spend it locally and continue to shoulder the burden of keeping Vermont looking like Vermont for those tourism dollars. Thank you for your time. Please call if I can help in any way.

Sincerely,

Amber Reed

Grazing Specialist | University of Vermont Extension
2742 US Rt. 5 South, Barnet, VT 05821
amber.reed@uvm.edu | (802) 535-2262

1 **TOWN OF WAITSFIELD, VERMONT**

2 **Selectboard Meeting Minutes**

3 **Monday, August 26, 2024**

4 **Draft**

5
6 **Members Present:** Chach Curtis, Fred Messer, Brian Shupe, Christine Parisi, Larissa Ursprung

7 **Others Present:** Maryanne Greeley, AnnMarie Harmon (Wait House Commission), MRVTV, Alice
8 Peal (Planning Commission), Aaron Shea, Lani Wharton

9
10 **I. Call to Order:** The meeting was called to order at 6:31 pm by Christine Parisi. The meeting
11 was held in person at the Waitsfield Town Office and remotely via Zoom.

12
13 **1. Review agenda for addition, removal, or adjustment of any items per 1 VSA 312(d)(3)(A).**

14 No changes to the agenda were needed.

15
16 **2. Public Forum.**

17 Lani Wharton asked that the Town consider posting signs at local swim holes explaining the
18 reasons for caution when entering the river following high water events. Alice Peal indicated
19 that the VT Department of Public Health is developing templates/sample signage along these
20 lines. Board members noted that Town liability and signage language would need to be vetted
21 by the Town's attorney, but that it is likely prudent to install some type of warning information
22 if possible. Maryanne Greeley explained that she was there to support the concept.

23
24 **II. Regular Business.**

25
26 **1. Town Gravel Pit/Workforce Housing proposal/discussion.**

27 Aaron Shea had provided the Board with some maps and drawings, which he explained were
28 conceptual, proposing development of town homes or duplexes on Town-owned land to the
29 west of Route 100 across from Trembley Road. He indicated that he is already in the process of
30 developing a suitable community wastewater system adjacent to the property, and that if the
31 Town is able to provide the land at little or no cost, he would be able to develop some work
32 force housing at a cost of under 120% of annual median income levels. Mr. Shea explained that
33 he is also open to purchasing the land, but if so, he would need to recoup the expense through
34 selling some of the homes at closer to market value. He noted that he is able to move quickly
35 on having the homes built if the Board is interested in seeing the property developed in this
36 way.

37
38 Mr. Shupe suggested that the Board schedule their intended road trip, and include this site on
39 the itinerary.

40
41 **2. LHMP Follow-up**

42 Alice reported that the LHMP package has been forwarded to Vermont Emergency
43 Management for review. She also spoke of follow up steps with North Fayston Road residents
44 and prior studies completed for the Shepard Brook watershed. In 2017 there was both a flood
45 study and a mitigation study completed, these were completed by Dubois & King and CVRPC.
46 The major conclusion reached was that driveway culverts should be replaced with 'spanning
47 structures,' which are essentially bridges, and that the cost would be between \$50M and
48 \$400M to complete the work necessary to make this change at the affected properties. With

49 residents unable to afford the required matching funds, this solution was not pursued; Ms. Peal
50 indicated that the related language in the LHMP will be revised to reflect this additional
51 knowledge. At this point, assistance is being provided to those residents in the form of
52 ensuring that they are aware of all potential funding opportunities available, and Ms. Peal has
53 been communicating with DEC's Stacey Pomeroy and Jaron Borg regarding their providing a
54 webinar to help educate landowners on the issues related to the Shepard Brook watershed.
55

56 Ms. Peal then spoke of four areas along Route 100 which have been identified for potential
57 reconnection to the floodplain, with berms that might be removed in most cases and a flood
58 chute near Trembley Road which might be restored. She, Brian Voigt, and Keith Cubbon are
59 willing to put together a proposal if the Town is interested in pursuing this work, as there are
60 Clean Water Fund monies which may be available for both completing a study of the sites and
61 subsequently completing the remediation work. Board members agreed that compiling such a
62 proposal would be worthwhile.
63

64 Ms. Peal also brought up the slide between Bragg Hill Road and the Mill Brook, explaining that
65 the first step towards mitigation of this issue is having river scientists complete an updated
66 review of the area. The Board decided to add this site to their upcoming road trip.
67

68 **3. Wait House Lease and User Agreement Review.**

69 AnnMarie Harmon presented a draft of an update lease agreement for those renting space at
70 the building, including the Commission's proposal for a rent increase. She explained that the
71 suggested rental rates are based upon covering direct expenses, which including some newer
72 items such as pest control and updated cleaning charges, were calculated to be approximately
73 \$19K annually. Currently the Town receives \$12K annually in rental income from the property.
74 Ms. Harmon raised the possibility of establishing step increases, so that there is not a sudden
75 jump in rates for current tenants.
76

77 The following aspects of the changes were brought forward:

- 78 • It would be best to have one public internet account for the entire building
- 79 • It should be clarified who will serve as the contact person for the tenants
 - 80 ○ Currently there has been rotating attendance at Commission meetings
- 81 • It was proposed that the Historical Society retain the use of their three current spaces,
82 with initialization of rent for the office space but the other two areas remaining rent-
83 free
 - 84 ○ There was a discussion regarding the contributions the Society has made to the
85 building over the years, and whether it is appropriate to begin charging them
86 rent
- 87 • The initial deposit can be waived for current tenants
- 88 • Clarification is needed regarding keys to the building
- 89 • It should be specified what the security deposit covers
- 90 • The increase should begin in full, with no graduated plan to be established

91
92 Board members agreed to each review both the lease and the use agreement, noting in
93 particular that permission for dogs on site, insurance information, and necessary permitting
94 should all be outlined as necessary. Feedback will be provided, and Mr. Messer will send
95 updated copies of both documents out to Board members. It was agreed that notification

96 should be provided to tenants that the changes to be agreed upon will go into effect on January
97 1, 2025 and copies of the final documents provided when they are available.

98

99 **4. Letter of Support for Downstreet Housing project.**

100 One clarifying edit was agreed upon.

101

102 **MOTION:** *Mr. Shupe made a motion to approve the Letter of Support, including the correction*
103 *made at the meeting. The motion was seconded by Mr. Messer, and passed unanimously.*

104

105 **5. Authorize select board chair to sign ESA agreement for Wastewater engineering services.**

106 Mr. Curtis outlined that this amendment to the Agreement is for Dubois & King’s completion of
107 the design work for the wastewater system, noting that there is a clause in the agreement that
108 provides for halting/pausing the work if anticipated funding is not awarded.

109

110 **MOTION:** *Mr. Curtis made a motion to authorize the Board Chair to sign the amended ESA*
111 *Agreement. The motion was seconded by Ms. Ursprung, and passed unanimously.*

112

113 Mr. Curtis also reported that neither Senator’s office had awarded the requested Congressional
114 discretionary funding, likely because most awards are for smaller amounts than what was
115 requested. He noted, however, that the Town had moved up in ranking on the State’s IUP list,
116 and has been awarded \$5M through that program, due to the State’s having discretion for
117 projects that are ‘construction ready.’

118

119 **6. Follow up on Policies and Ordinance updates.**

120 Ms. Parisi noted that she had updated the Personnel Policy according to the input provided by
121 Board members, and that she had also edited the Dog and Animal Control Ordinances, using a
122 VLCT template as a guide. Some of the details of the Dog and Animal Control language will also
123 be impacted through consultation with an Animal Control Officer (ACO), once that position is
124 filled. The related job description will also possibly need updating based upon statutory
125 changes, and the intent is to work on that document with an ACO as well. Mr. Messer
126 confirmed that the Town Health Officer would no longer be involved in animal control issues
127 unless a bite or other injury needs to be addressed. He also explained some of the challenges
128 involved in the issuing of tickets by a town official, although it was acknowledged that tickets
129 are a strategy to reinforce the seriousness with which the Town approaches these matters.

130

131 Regarding details of the ordinance language, it was agreed that a 20-minute time frame should
132 be set for barking complaints and that three violations would trigger the beginning of a process
133 to have a dog removed from a residence.

134

135 Ms. Parisi will complete final drafts based upon this input, and the documents will be ready for
136 approval at the next Board meeting.

137

138 **7. Consent Agenda.**

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

140

- 141 • Approval of Minutes of 8/12/24
- 142 • Bills Payable and Treasurer’s Warrants
- 143 • Liquor License Warrants

- 144 • Approve Klimek Tree Planting expenses
145

146 **8. Selectboard Roundtable.**

147 Mr. Messer reported that he had met with a FEMA representative at the Meadow Road bridge,
148 and that he continues to have concerns about the bridge’s ability to handle corn harvesting
149 trucks and equipment, fire trucks, etc. He indicated that he will continue to reach out to CVRPC
150 and appropriate State agencies, including asking VTrans to perform an inspection as soon as
151 possible. Possible sources of grant funding for repairing/replacing the bridge were mentioned.
152

153 Ms. Parisi provided an update on the installation of the RRFB (flashing crosswalk beacon) at the
154 crosswalk near the Elementary School; strategies for moving the radar feedback sign (which
155 must be relocated before the RRFB can be installed) were discussed. Ms. Parisi will follow up
156 on this matter.
157

158 Ms. Parisi noted that she had been in touch with VTrans regarding road sweeping and cleanout
159 of stormwater drains, but had not received any definitive information regarding if or when this
160 work would be completed.
161

162 In response to a question from Ms. Ursprung, Ms. Parisi explained that, in the absence of a
163 Town Administrator, the Board’s Resolution for applying remaining ARPA funds had not been
164 uncovered during the year-end closing of books. Sandy Gallup will consult with the auditors
165 regarding this oversight, and the matter will be addressed as necessary. She also noted that
166 invoices are needed from the groups who were granted ARPA funds, to ensure they have been
167 spent appropriately and to recoup any amounts that were not used.
168

169 **9. Executive Session.**

170
171 **MOTION:** *A motion to enter Executive Session pursuant 1 V.S.A. § 313 (a) (3) [Personnel] passed*
172 *unanimously.*

173 The meeting entered Executive Session at 8:30 pm and returned to open session at 9:00 pm.
174

175 **V. Other Business**

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

177 **VI. Adjourn**

178 The meeting adjourned at 9:00 pm.

179 Respectfully submitted,

180 Carol Chamberlin, Recording Secretary

Town: Waitsfield
Route: VT 100
Mile Marker: 3.95
Log Station: 208+56 LT & RT

VERMONT AGENCY OF TRANSPORTATION
State Highway Access and Work Permit

Owner's/Applicant's Name, Address, E-mail & Phone No. Town of Waitsfield, 4144 Main St.
Waitsfield VT 05673, Annie Decker-Bellisola, Townadmin@9mavt.net
Co-Applicant's Name, Address, E-mail & Phone No. (if different from above) 802-496-2218 ext. 5

The location of work (town, highway route, distance to nearest mile marker or intersection & which side)
VT Route 100 crosswalk, Waitsfield VT @ intersection w/ old county road
Description of work to be performed in the highway right-of-way (attach plan)
Install 2 new rectangular rapid flashing beacons sign on either side of crosswalk

Applicant to Complete

Property Deed Reference Book: Page: (only required for Permit Application for access)

Fee \$ (fees do not apply for residential or agricultural purposes)

Is a Zoning Permit required? Yes No [X] If Yes, #

Is a 30 VSA § 248 permit required? Yes No [X] If Yes, #

Is an Act 250 permit required? Yes No [X] If Yes, # (TBD)

Other permit(s) required? Yes No [X] If Yes, name and # of each

Date applicant expects work to begin JUN 20 22

Owner/Applicant: Annie Decker-Bellisola Position Title: Town Administrator

Sign in Shaded area: [Signature] Date: 5/11/22

Co-Applicant: Position Title: (Print name above)

Sign in Shaded area: Date:

INSTRUCTIONS: -Contact the Development Review and Permitting Services Section (802.636.0037) or your local area Transportation Maintenance District Office to determine your issuing authority.
- Original signatures are required on an original form. The Owner/Applicant and Co-Applicant (if applicable) declares under the pains and penalty of perjury that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.
FEE: -See Fee Schedule for applicable administrative processing and application review fee.

PERMIT APPROVAL

INSTALL TWO RECTANGULAR RAPID FLASHING BEACONS AT AN EXISTING CROSSWALK

The work is subject to the restrictions and conditions on the reverse page, plus the Special Conditions stated on the attached page(s).
Date work is to be completed DECEMBER 1, 2022 Date work accepted:

By [Signature] Issued Date DTA or Designee
Authorized Representative for Secretary of Transportation

NOTICE: This permit covers only the Vermont Agency of Transportation's jurisdiction over this highway under Vermont Statutes Annotated, Title 19, Section 1111. It does not release the petitioner from the requirements of any other statutes, ordinances, rules or regulations. This permit addresses only access to, work within, and drainage affecting the state highway. It does not address other possible transportation issues, such as access to town highways, use of private roads, and use of railroad crossings. If relevant to the proposed development, such issues must be addressed separately.

No work shall be done under this permit until the owner/applicant has contacted the District Transportation Office at:

(802) 793-9461

RESTRICTIONS AND CONDITIONS

DEFINITIONS:

"Agency" means the Vermont Agency of Transportation (a/k/a VTTrans).

"Engineer" means the authorized agent of the Secretary of Transportation.

"Owner/Applicant" means the party(s) to whom the permit is to be issued.

"Co-Applicant" means the party who performs the work, if other than Owner/Applicant or a secondary Owner/Applicant under a joint permit application.

"Permit Holder" means the party who currently owns the lands abutting the highway that are the subject of the permit.

GENERAL:

By accepting this permit, or doing any work hereunder, the Owner/Applicant agrees to comply with all of the restrictions and conditions and any imposed special conditions. If the Owner/Applicant is aggrieved by the restrictions and conditions or special conditions of the permit, they shall submit a written request for consideration to the Engineer within 30-days of permit issuance and prior to starting any work. No work will be authorized by the Agency, or performed under the permit, until the dispute is fully resolved.

Vermont Statutes Annotated, Title 30, Chapter 86 ("Dig Safe") requires notice to Dig Safe before starting excavation activities. The Permit Holder or his/her contractor must telephone Dig Safe at 811 at least 48 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, please note that the Agency and many municipalities are not members of Dig Safe and will need to have their utility facilities investigated with due diligence prior to starting excavation activities in or on the State Highway right-of-way.

The Permit Holder is to have a supervisory representative present any time work is being done in or on the State Highway right-of-way. A copy of this permit and Special Conditions must be in the possession of the individual performing this work for the Permit Holder.

Except with the specific, written permission of the District Transportation Administrator, all work in the State Highway right-of-way shall be performed during normal daylight hours and shall cease on Sunday, on all holidays (which shall include the day before and the day following), during or after severe storms, and between December 1 and April 15. These limitations will not apply for the purposes of maintenance, emergency repairs, or proper protections of the work which includes, but not limited to, the curing of concrete and the repairing and servicing of equipment.

The Owner/Applicant shall be responsible for all damages to persons or property resulting from any work done under this permit, even if the Applicant's Contractor performs the work. All references to the Owner/Applicant also pertain to the Co-Applicant.

The Owner/Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways. In the event of a conflict, the more restrictive provision shall apply.

The Owner/Applicant must, in every case where there is a possibility of injury to persons or property from blasting, use a pre-approved Blasting Plan. All existing utility facilities shall be protected from damage or injury.

The Owner/Applicant shall erect and maintain barriers needed to protect the traveling public. The barriers shall be properly lighted at night and must be MUTCD (Manual on Uniform Traffic Control Devices) compliant.

All temporary and permanent traffic control measures and devices shall be MUTCD compliant.

The Owner/Applicant shall not do any work or place any structures or obstacles within the State Highway right-of-way, except as authorized by this permit.

The Owner/Applicant may pay the entire cost of the salary, subsistence and traveling expenses of any inspector appointed by the Engineer to supervise such work.

The Engineer may modify or revoke the permit at any time for safety-related reasons, without rendering the Agency or the State of Vermont liable in any way.

In addition to any other enforcement powers that may be provided for by the law, the Engineer may suspend this permit until compliance is obtained. If there is continued use or activity after suspension, the Engineer may physically close the work area and take corrective action to protect the safety of the highway users.

The Permit Holder shall be responsible to rebuild, repair, restore and make good all injuries or damage to any portion of the highway right-of-way that has been brought about by the execution of the permitted work, for a minimum period of eighteen (18) months after final inspection by the District.

Any approved variance from the permitted plans is to be recorded on "as-builts" with copies provided to both the Chief of Permitting Services and the District Transportation Administrator.

ACCESS:

This permit (if for access) does not become effective until the owner/applicant records in the office of the appropriate municipal clerk, the attached "Notice of Permit Action"

As development occurs on land abutting the highways, the Agency may revoke a permit for access and require the construction of other access improvements such as the combination of access points by adjoining owners.

Under Vermont Statutes Annotated, Title 19, Section 1111, no deed purporting to subdivide land abutting a state highway can be recorded unless all the abutting lots so created are in accordance with the standards of Section 1111.

The Permit Holder acknowledges and agrees that neither this permit nor any prior pattern of use creates an ownership interest or other form of right in a particular configuration or number of accesses to or through the highway right-of-way, and that the right of access consists merely of a right to reasonable access the general system of streets, and is not a right to the most convenient access or any specific configuration of access.

DRAINAGE:

The Owner/Applicant shall install catch basins and outlets as may be necessary, in the opinion of the Engineer, to preclude interference with the drainage of the state highway. Direct connections shall not be allowed without written approval.

UTILITY WORK; CUTTING AND TRIMMING TREES:

The Owner/Applicant shall obtain the written consent of the adjoining owners or occupants or, in the alternative, an order from the State Transportation Board in accordance with, Vermont Statutes Annotated, Title 30, Section 2506, regarding cutting of or injury to trees.

In general, all utilities shall be located adjacent to the State Highway right-of-way boundary line and shall be installed without damaging the highway or the highway right-of-way. No pole, push-brace, guy wire or other aboveground facilities shall be placed closer than 10 feet to the edge of traveled-way. If the proposed utility facilities are in conflict with the above, each location is subject to the approval of the Engineer.

Poles and appurtenances shall be located out of conflict with intersection sight distance, guardrail, ditches, signs, culverts, etc.

Where the cutting or trimming of trees is authorized by permit, all debris resulting from such cutting and trimming shall be removed from the State Highway right-of-way.

Open cut excavation for highway crossings is NOT the option of the Applicant, and may be utilized only where attempted jacking, drilling, or tunneling methods fail or are impractical. The Owner/Applicant shall obtain an appropriate modification of the highway permit from the Engineer before making an open cut.

JOINT PERMITS:

A joint permit application is required when more than one party will be involved with the construction, maintenance, and/or operation of the facility being constructed under this permit. Examples include, but are not limited to, joint ownership or occupancy of a utility pole line and construction of a municipal utility line by a contractor. Both utility companies, and in the second case, the municipality and the contractor, must be joint applicants.

Figure 6 - Solar-powered RRFB top pole spec sheet

Solar-powered RRFB Top Pole




20W/44AH SIDE-OF-THE-POLE CABINET	
Housing	NEMA 3R type aluminum
Power	20 watt
Battery	12v, up to 44Ah
Battery Options	3 to 5 years, field replaceable
Mounting Options	Round poles: 2 3/4" up to 4 1/2"; Square Posts: 1 1/2" up to 2 1/2"
Mounting Hardware	Stainless steel hardware
Warranty	3-year limited battery warranty 5-year limited system warranty 10-year limited solar panel warranty





Note: Specifications are approximate and subject to change. Some parts shown may be for illustration purposes only.

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Solar-powered RRFB Top Pole



RECTANGULAR RAPID FLASHING BEACON	
Light Bar Housing	Black powder-coated aluminum
Vehicle Modules	7" W x 3 1/4" H; 2 arrays of 8 amber LEDs spaced 7" apart, 5A/2.35S class 1 certified (required on both sides of street in accordance with Interim Approval 2)
Pedestrian LED Modules	0.5" W x 1.75" H side-viewable, flash simultaneously with vehicle LED (optional, one or both sides)
Dimming	Variable based on photocell sensor input
Flash Pattern	Interim Approval 21 compliant WW + S
Flash Rate	Interim Approval 21 compliant, 50 milliseconds
Mounting Hardware	Universal mounting bracket
Wind Load Rating	Up to 120 mph*
Operating Temperature Range	-40°F to 122°F (-40°C to 50°C)

*Dependent upon pole size and system arrangement

BLINKERBEAM® WIRELESS COMMUNICATION	
Frequency	900 MHz FHSS (Frequency Hopping Spread Spectrum)
Range	900 feet (radio site survey recommended)
Connectivity	Crosswalk and optional advanced warning LEDs activate concurrently

ACTIVATIONS	
Push Button Activation	ADA push button, typical (<100 milliseconds)
User-Actuated Push Button	XAV2-LED or Bulldog
Passive Detection	Wireless bollards
Autonomy	22-day minimum

OPTIONAL PROGRAMMING	
BlinkLink	Optional cloud software with cellular modem**

**Dependent upon system configuration

Note: Specifications are approximate and subject to change. Some parts shown may be for illustration purposes only.









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Appendix A –

**Guidance on Installation of
Rectangular Rapid Flashing Beacons (RRFBs)**

In 2008, the FHWA originally granted Interim Approval for the optional use of the RRFB to supplement standard pedestrian crossing or school crossing signs at crosswalks across uncontrolled approaches. Due to an issue with product patents, FHWA rescinded its original approval of RRFBs in December 2017. In March of 2018, a new Interim Approval of RRFBs was issued by FHWA. There were some minor technical changes but in general, the guidance is the same. RRFBs shall not be used for other purposes or inconsistent with the FHWA guidance. Use of RRFBs should be strategic so that they don't become so commonplace that they are ineffective.

A. RRFB Location

In the guidance from FHWA on use of RRFBs, the following is included:

1. An RRFB shall only be installed to function as a “pedestrian-actuated conspicuity enhancement”.
2. An RRFB shall only be used to supplement a post-mounted or overhead W11-2 (Pedestrian), W11-15 (Trail) or S1-1 (School) crossing warning sign with a diagonal downward arrow (W16-7p) plaque, located at or immediately adjacent to an uncontrolled marked crosswalk.
3. An RRFB shall not be used for crosswalks across approaches controlled by YIELD signs, STOP signs, pedestrian hybrid beacons (aka “HAWK” signals) or traffic control signals. This prohibition is not applicable to a crosswalk across the approach to and/or egress from a roundabout.
4. In the event sight distance approaching the crosswalk at which RRFBs are used is restricted, an additional RRFB may be installed on that approach in advance of the crosswalk, to supplement a W11-2 (Pedestrian), W11-15 (Trail) or S1-1 (School) crossing warning sign with an AHEAD: (W16-9p) or distance (W16-2) plaque. This additional RRFB shall be supplemental to and not a replacement for RRFBs at the crosswalk itself.

Note: There always should be at least adequate stopping sight distance at an uncontrolled crosswalk. In some cases, there are horizontal or vertical curves or other features that limit advance visibility of crosswalks. These conditions may warrant the use of advance RRFBs.

RRFBs are most appropriate when used at crosswalks with high volumes of school-aged or elderly pedestrians or at crosswalks that have a crash history that indicates that a higher degree of visibility would likely reduce crashes.

Where RRFBs are used, they shall be installed on both sides of the crosswalk with the ped or school signs and down arrows back to back on both sides (this type of installation is called “gate-posting.”) The flashing beacons themselves shall face both directions on both ends of the crosswalk.

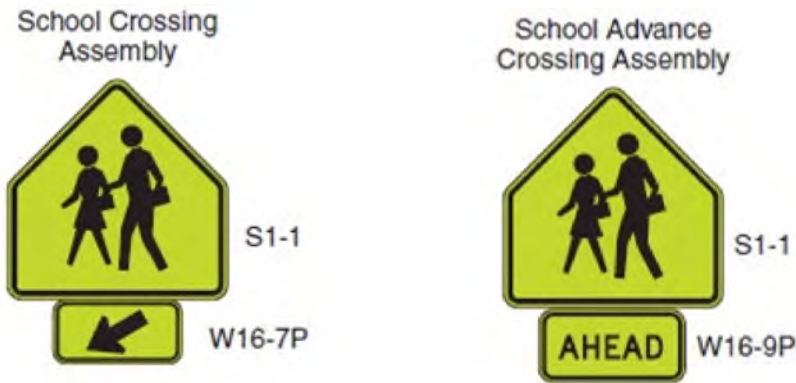


Figure 1 - Gate-posted RRFB installation at a school crosswalk

There is other specific information about the size of the beacon, flash rate, etc. that all can be found in the full 2018 FHWA Interim Approval memo (Appendix B). The beacons should be set to flash for at least the minimum clearance time for a pedestrian signal, which would be the curb to curb distance divided by 3.5 feet/second assumed walking speed.

B. RRFBs at School Crosswalks

Note that if the crosswalk has a school crossing assembly, the MUTCD requires that the School Crossing Assembly be preceded by the School Advance Crossing Assembly (there are a couple of exceptions – See Part 7 of the MUTCD for the details). All school-related signs are required to have a fluorescent yellow-green background.



A normal pedestrian crossing assembly is not required to have the advance assembly. Engineering judgement is required to determine if there are conditions that warrant the advance assembly for standard pedestrian crossings.

C. Pedestrian Pushbuttons

It is required that RRFBs be pedestrian actuated. While there is technology available for passive detection, such as pressure sensitive plates or video or radar detection, the most common activation will be using a standard pedestrian pushbutton. When a pushbutton is used, a pedestrian instruction sign (R10-25) shall be mounted adjacent to or integral with the pushbutton.



R10-25

There are accessibility considerations regarding the design and location of the pushbutton.

To be easily usable by all levels of ability, the button should be a minimum 2 inches in diameter and should require no greater than 5 pounds of force to activate.

Some, but not all, of the accessible pedestrian signal features may be used at RRFB locations. For example, it would be inappropriate to have a vibrotactile arrow or an audible walk interval message (rapid ticks or a speech walk message) since pedestrian signals are not present and a walk interval is never displayed to pedestrians. To provide information for people with vision disabilities, an audible message when the RRFB is flashing may be used at RRFB locations. If an audible message is used, it shall repeat twice at the beginning of the flashing period, and shall say, "Yellow lights are flashing." If an audible message is used, a pushbutton locator tone must also be provided.

Another consideration of pedestrian pushbuttons is how easily it can be reached. For a side reach, the button face can be no more than 10 inches off the edge of the existing sidewalk, because any grass or other non-traversable material that is there would be considered an obstruction. The forward reach to a pushbutton shall have no obstructions. The height of the push button should be between 42 and 48 inches above the sidewalk. The excerpt below is from the US Access Board Public Rights of Way guidelines, which are considered to be the best practice for providing accessibility in the sidewalk environment. The MUTCD refers back to Access Board standards for pushbutton reach range.

R406 Reach Ranges

R406.1 General. Reach ranges shall comply with R406.

R406.2 Unobstructed Forward Reach. Where a forward reach is unobstructed, the high forward reach shall be 1220 mm (4.0 ft) maximum and the low forward reach shall be 380 mm (1.25 ft) minimum above the finish surface. Forward reach over an obstruction is not permitted.

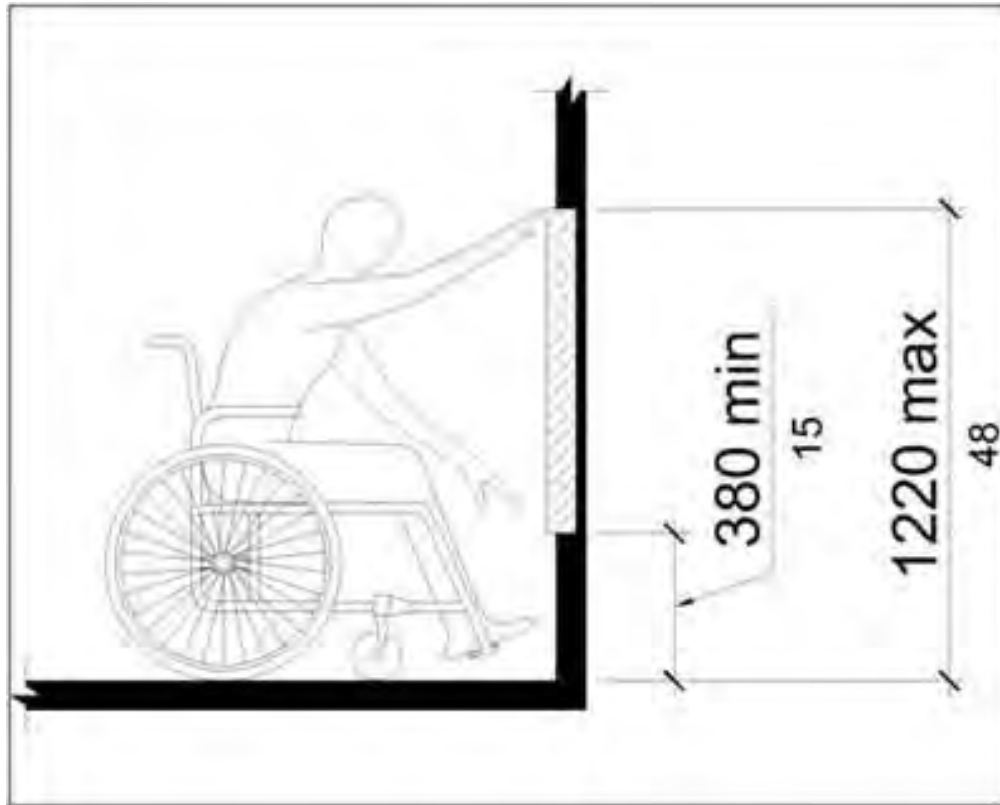


Figure 2 - Unobstructed Forward Reach

R406.3 Unobstructed Side Reach. Where a clear space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 1220 mm (4.0 ft) maximum and the low side reach shall be 380 mm (1.25 ft) minimum above the finish surface. An obstruction shall be permitted between the clear space and the element where the depth of the obstruction is 255 mm (10 in) maximum.

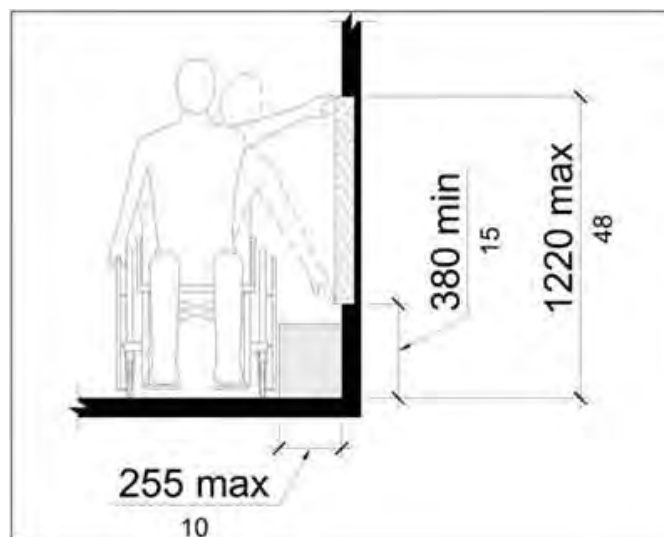


Figure 3 - Unobstructed Side Reach

With either forward or side reach, the pushbutton must be accessed from a level, accessible surface. You should think about someone using a wheelchair and how they will be able to reach the button. They should not have to maneuver around obstacles or stop on steep slopes.



Figure 4 – Accessible surface for wheelchair users.

D. Pushbutton Location

Regarding the pushbutton location relative to the curb and crosswalk, there is guidance in the MUTCD for standard ped pushbuttons, as would be used for a pedestrian signal. The following diagram from the MUTCD summarizes the guidance.

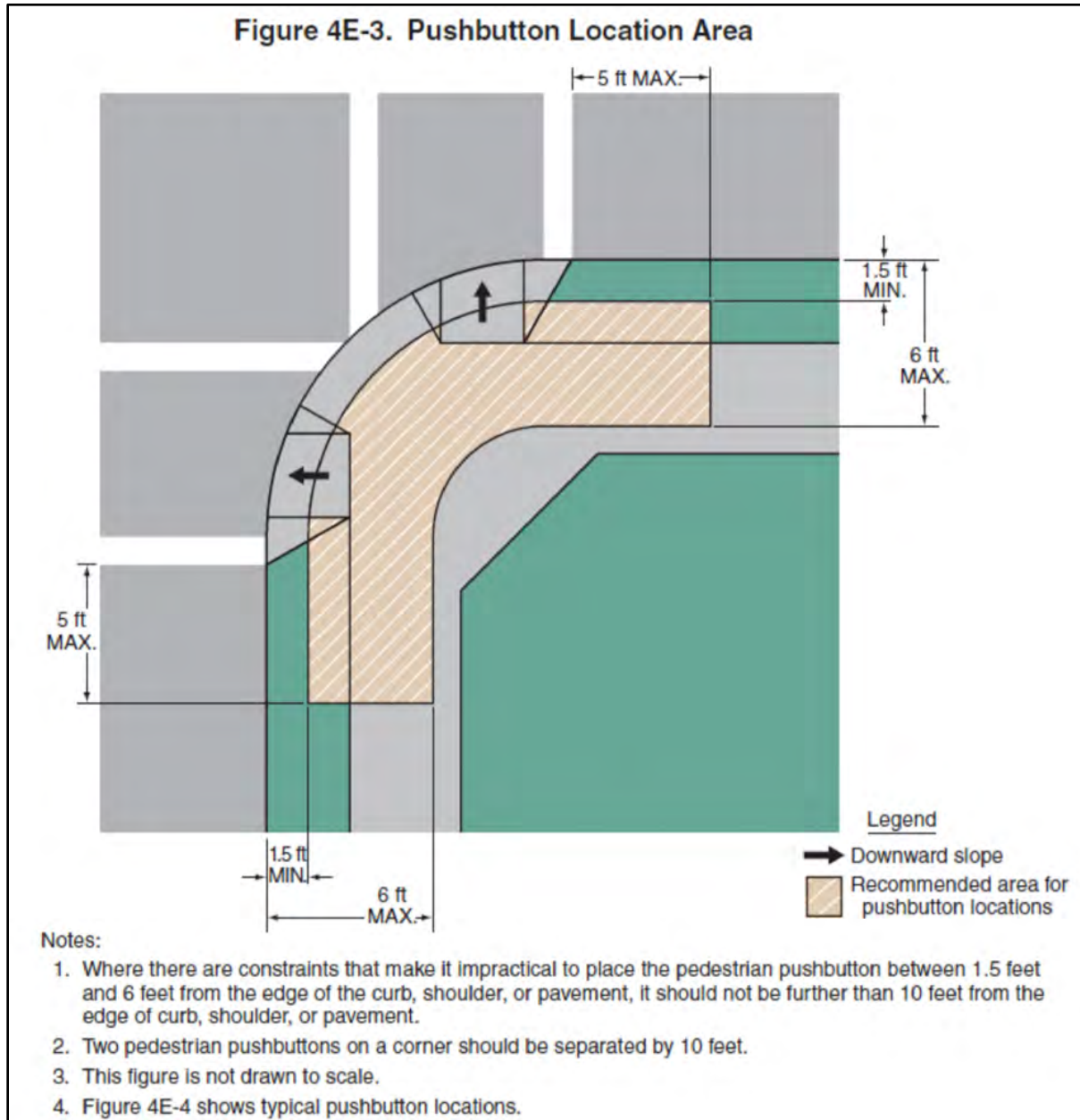


Figure 5 – MUTCD Diagram on Pushbutton Location

The following photos illustrate the key concepts from the MUTCD illustration and the important accessibility consideration that the face of the pushbutton should be parallel with the crosswalk it is serving:

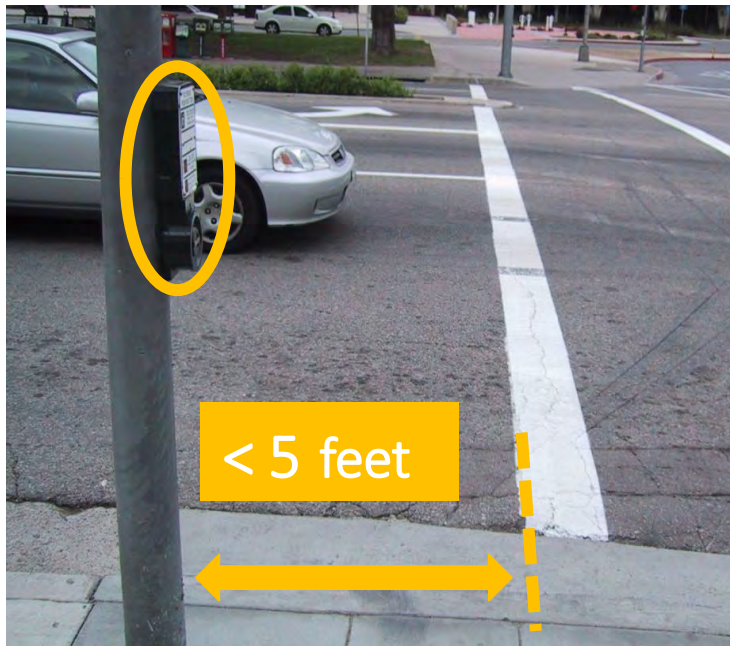


Figure 6 – Pushbutton location relative to the crosswalk – no more than 5 feet from the xwalk line and pushbutton face parallel to crosswalk served

The pushbutton should be located between 1.5 and 6 feet back from the curb face.



Figure 7 – Pushbutton relative to curb face

From a highway clear zone perspective (mitigation of roadside hazards), where there is curb present, objects should be no closer than 1.5 feet from the face of curb (this would apply to the supporting pole for the RRFB assemblies).

E. FHWA Approval Process

The entire 2018 Interim Approval memo from FHWA is included in this guidance. Note that in the guidance there is discussion about receiving either local or statewide approval for the use of RRFBs. VTrans received statewide approval in April 2018 that covers our own installations as well as those of municipalities. As part of that approval, VTrans agreed to maintain a list of all RRFB locations. Municipalities should notify VTrans of local installations so that the overall list can be updated and maintained.

Appendix B –

March 2018 FHWA Interim Approval of RRFBs



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Correction issued 3/21/2018

Subject: **INFORMATION:** MUTCD – Interim Approval
for Optional Use of Pedestrian-Actuated
Rectangular Rapid-Flashing Beacons at
Uncontrolled Marked Crosswalks (IA-21)

Date: MAR 20 2018

From: Martin C. Knopp 
Associate Administrator for Operations

In Reply Refer To:
HOTO-1

To: Federal Lands Highway Division Directors
Division Administrators

Purpose: The purpose of this memorandum is to issue an Interim Approval for the optional use of Rectangular Rapid-Flashing Beacons (RRFB) as pedestrian-actuated conspicuity enhancements for pedestrian and school crossing warning signs under certain limited conditions. Interim Approval allows interim use, pending official rulemaking, of a new traffic control device, a revision to the application or manner of use of an existing traffic control device, or a provision not specifically described in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD). State and local agencies must request and receive permission to use this new Interim Approval, designated IA-21, from the Federal Highway Administration (FHWA) in accordance with the provisions of Section 1A.10 of the MUTCD before they can use the RRFB, even if prior approval had been given for Interim Approval 11 (IA-11), now terminated. The issuance of this new Interim Approval does not reinstate IA-11 either in whole or in part.

Background: The Florida Department of Transportation has requested that the FHWA issue an Interim Approval to allow the use of RRFBs as pedestrian-actuated conspicuity enhancements to supplement standard pedestrian and school crossing warning signs at uncontrolled marked crosswalks. The RRFB does not meet the current standards for flashing warning beacons as contained in the 2009 edition of the MUTCD, Chapter 4L, which requires a warning beacon to be circular in shape and either 8 or 12 inches in diameter, to flash at a rate of approximately once per second, and to be located no less than 12 inches outside the nearest edge of the warning sign it supplements. The RRFB uses rectangular-shaped high-intensity light-emitting-diode (LED)-based indications, flashes rapidly in a combination wig-wag and simultaneous flash pattern, and may be mounted immediately adjacent to the crossing sign.

Research on the RRFB: The City of St. Petersburg, Florida, experimented with the RRFB at 18 pedestrian crosswalks across uncontrolled approaches and submitted its final report in 2008. In addition to “before” data, the city collected “after” data at intervals for one year at all 18 sites and for two years at the first two implemented sites. For the first two sites, the city collected data for overhead and ground-mounted pedestrian crossing signs supplemented with standard circular yellow flashing warning beacons, for comparison purposes, before the RRFBs were installed. The data showed higher motorist yielding rates at crosswalks where the RRFBs had been installed in comparison to lower rates for standard warning beacons. The higher yielding rates were sustained even after two years of operation, and no identifiable negative effects were found. The St. Petersburg data also showed that drivers exhibit yielding behavior much farther in advance of crosswalks with RRFBs than with standard circular yellow flashing warning beacons.

In addition to the St. Petersburg locations, experimentation with RRFBs was also conducted at other uncontrolled marked crosswalks in Florida and other States. Data from locations other than St. Petersburg was limited, but did show results similar to those found in St. Petersburg.

The Texas Transportation Institute (TTI) conducted a Federally funded research project¹ that developed and tested a new flash pattern for the RRFB that was shown to be at least as effective as the flash pattern that was initially tested in St. Petersburg, Florida, and that showed that mounting the RRFB unit above the sign was at least as effective as mounting the RRFB unit below the sign. In this project, the results were generally favorable, however there was a wide range of yielding rates, with some as low as 19 percent. This broad range indicates that there might be certain factors or characteristics of locations at which the RRFB might not be effective.

A separate project² conducted by TTI examined data from multiple projects to determine various factors that influenced driver yielding rates at RRFB locations. In this project, the researchers found that intersection configuration, presence of a median refuge, crossing distance, approach to the crossing, and one-way vs. two-way traffic significantly affected the rate of driver yielding. Additional factors including posted speed limit, mounting of the beacons (overhead or roadside), and the type of crossing and sign—Pedestrian (W11-2) or School (S1-1) sign compared with the Trail Crossing (W11-15) sign—were also significant.

¹ Fitzpatrick, K., R. Avelar, M. Pratt, M. Brewer, J. Robertson, T. Lindheimer, and J. Miles. *Evaluation of Pedestrian Hybrid Beacons and Rapid Flashing Beacons*. Report No. FHWA-HRT-16-040, pp. 88-106. Texas Transportation Institute, College Station, Texas. July 2016.
<https://www.fhwa.dot.gov/publications/research/safety/16040/index.cfm>

² Fitzpatrick, K., M. Brewer, R. Avelar, and T. Lindheimer. *Will You Stop for Me? Roadway Design and Traffic Control Device Influences on Drivers Yielding to Pedestrians in a Crosswalk with a Rectangular Rapid-Flashing Beacon*. Report No. TTI-CTS-0010. Texas A&M Transportation Institute, College Station, Texas. June 2016.
~~<https://www.fhwa.dot.gov/publications/research/safety/16040/index.cfm>~~
<https://static.tti.tamu.edu/tti.tamu.edu/documents/TTI-CTS-0010.pdf>

FHWA Evaluation of Results: The Office of Transportation Operations reviewed the available data in 2008 and considered the RRFB to be highly successful for the applications tested (uncontrolled marked crosswalks). The RRFB offers significant potential safety and cost benefits because it achieves high rates of compliance at a low relative cost in comparison to other more restrictive devices that provide comparable results, such as full midblock signalization or pedestrian hybrid beacons.

The FHWA granted interim approval status to the RRFB on July 16, 2008, and designated that action as Interim Approval 11 (IA-11).

The FHWA was later informed that the concept of the RRFB had been patented by a private company. Because patented traffic control devices are not allowed to be included in the MUTCD, are not allowed to be given interim approval status, and are not allowed to be a part of an official experiment, the FHWA terminated Interim Approval 11 on December 21, 2017.

The FHWA has confirmed that the patents on the RRFB device that was the subject of Interim Approval 11 have been expressly abandoned and the concept of the RRFB is now in the public domain. Because of this action, the RRFB is once again eligible for interim approval status and the FHWA is issuing this new Interim Approval for the RRFB.

Interim Approval 11 (IA-11) remains terminated. Agencies that previously had been approved to use RRFBs under IA-11 are not covered by this new Interim Approval to install new RRFBs. If agencies that had approval under IA-11 wish to continue to install new RRFBs, then they must submit a new request to the FHWA and agree to comply with the terms and conditions of IA-21.

This Interim Approval does not create a new mandate compelling installation of RRFBs, but will allow agencies to install this traffic control device, pending official MUTCD rulemaking, to provide a degree of enhanced pedestrian safety at uncontrolled marked crosswalks.

Conditions of Interim Approval: The FHWA will grant Interim Approval for the optional use of the RRFB as a pedestrian-actuated conspicuity enhancement to supplement standard pedestrian crossing or school crossing signs at uncontrolled marked crosswalks to any jurisdiction that submits a written request to the Office of Transportation Operations. A State may request Interim Approval for all jurisdictions in that State. Jurisdictions using RRFBs under this Interim Approval must agree to the following:

- Comply with the Technical Conditions detailed in this memorandum;
- Maintain an inventory list of all locations at which the RRFB is installed; and
- Comply with all the conditions as listed in Paragraph 18 of Section 1A.10 of the MUTCD.

In addition, any agency that receives this approval must acknowledge agreement with the following:

- That an agency will furnish its list of locations where implemented if requested by FHWA;
- That FHWA has the right to rescind this Interim Approval at any time; and
- That issuance of this Interim Approval does not guarantee that the provisions, either in whole or part, will be adopted into the MUTCD.

1. General Conditions:

- a. Each RRFB unit shall consist of two rapidly flashed rectangular-shaped yellow indications with an LED-array-based light source, and shall be designed, located, and operated in accordance with the detailed requirements specified below.
- b. The use of RRFBs is optional. However, if an agency opts to use an RRFB under this Interim Approval, the following design and operational requirements shall apply, and shall take precedence over any conflicting provisions of the MUTCD for the approach on which RRFBs are used:

2. Allowable Uses:

- a. An RRFB shall only be installed to function as a pedestrian-actuated conspicuity enhancement.
- b. An RRFB shall only be used to supplement a post-mounted W11-2 (Pedestrian), S1-1 (School), or W11-15 (Trail) crossing warning sign with a diagonal downward arrow (W16-7P) plaque, or an overhead-mounted W11-2, S1-1, or W11-15 crossing warning sign, located at or immediately adjacent to an uncontrolled marked crosswalk.
- c. Except for crosswalks across the approach to or egress from a roundabout, an RRFB shall not be used for crosswalks across approaches controlled by YIELD signs, STOP signs, traffic control signals, or pedestrian hybrid beacons.
- d. In the event sight distance approaching the crosswalk at which RRFBs are used is less than deemed necessary by the engineer, an additional RRFB may be installed on that approach in advance of the crosswalk, as a pedestrian-actuated conspicuity enhancement to supplement a W11-2 (Pedestrian), S1-1 (School), or W11-15 (Trail) crossing warning sign with an AHEAD (W16-9P) or distance (W16-2P or W16-2aP) plaque. If an additional RRFB is installed on the approach in advance of the crosswalk, it shall be supplemental to and not a replacement for the RRFBs at the crosswalk itself.

3. Sign/Beacon Assembly Locations:

- a. For any approach on which RRFBs are used to supplement post-mounted signs,

at least two W11-2, S1-1, or W11-15 crossing warning signs (each with an RRFB unit and a W16-7P plaque) shall be installed at the crosswalk, one on the right-hand side of the roadway and one on the left-hand side of the roadway. On a divided highway, the left-hand side assembly should be installed on the median, if practical, rather than on the far left-hand side of the highway.

- b. An RRFB unit shall not be installed independent of the crossing warning signs for the approach that the RRFB faces. If the RRFB unit is supplementing a post-mounted sign, the RRFB unit shall be installed on the same support as the associated W11-2, S1-1, or W11-15 crossing warning sign and plaque. If the RRFB unit is supplementing an overhead-mounted sign, the RRFB unit shall be mounted directly below the bottom of the sign.

4. Beacon Dimensions and Placement in the Sign Assembly:

- a. Each RRFB shall consist of two rectangular-shaped yellow indications, each with an LED-array-based light source. The size of each RRFB indication shall be at least 5 inches wide by at least 2 inches high.
- b. The two RRFB indications for each RRFB unit shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of at least 7 inches, measured from the nearest edge of one indication to the nearest edge of the other indication.
- c. The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2, S1-1, or W11-15 sign that it supplements.
- d. As a specific exception to Paragraph 5 of Section 4L.01 of the 2009 MUTCD, the RRFB unit associated with a post-mounted sign and plaque may be located between and immediately adjacent to the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque (or, in the case of a supplemental advance sign, the AHEAD or distance plaque) or within 12 inches above the crossing warning sign, rather than the recommended minimum of 12 inches above or below the sign assembly. (See the example photo that is shown below.)

5. Beacon Flashing Requirements:

- a. When actuated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence.
- b. As a specific exception to the requirements for the flash rate of beacons provided in Paragraph 3 of Section 4L.01, RRFBs shall use a much faster flash rate and shall provide 75 flashing sequences per minute. Except as provided in Condition 5f below, during each 800-millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

Both RRFB indications shall be illuminated for approximately 50 milliseconds.

Both RRFB indications shall be dark for approximately 50 milliseconds.

3/21/2018

Both RRFB indications

~~**The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.**~~

Both RRFB indications shall be dark for approximately 250 milliseconds.

- c. The flash rate of each individual RRFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.
- d. The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.
- e. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.
- f. Existing RRFB units that use the flashing sequence that was specified in the Interim Approval 11 memorandum and a subsequent interpretation (the RRFB indication on the left-hand side emits two slow pulses of light after which the RRFB indication on the right-hand side emits four rapid pulses of light followed by one long pulse of light) should be reprogrammed to the flash pattern specified above in Condition 5b as part of a systematic upgrading process, such as when the units are serviced or when the existing signs are replaced.

6. Beacon Operation:

- a. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
- b. All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
- c. If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a PUSH BUTTON TO TURN ON WARNING LIGHTS (R10-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector.
- d. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
- e. The predetermined flash period shall be immediately initiated each and every time that a pedestrian is detected either through passive detection or as a result of a pedestrian pressing a pushbutton detector, including when pedestrians are detected while the RRFBs are already flashing and when pedestrians are detected immediately after the RRFBs have ceased flashing.
- f. A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

7. Accessible Pedestrian Features:

- a. If a speech pushbutton information message is used in conjunction with an RRFB, a locator tone shall be provided.
- b. If a speech pushbutton information message is used in conjunction with an RRFB, the audible information device shall not use vibrotactile indications or percussive indications.
- c. If a speech pushbutton information message is used in conjunction with an RRFB, the message should say, "Yellow lights are flashing." The message should be spoken twice.

Any questions concerning this Interim Approval should be directed to Mr. Duane Thomas at duane.thomas@dot.gov.



Figure 1. Example of an RRFB dark (left) and illuminated during the flash period (center and right) mounted with W11-2 sign and W16-7P plaque at an uncontrolled marked crosswalk.



Figure 2. View of pilot light to pedestrian at shared-use path crossing with median refuge. Enlargement of pilot light at right.



Figure 3. Example of pedestrian pushbutton and R10-25 sign with pilot light for pedestrian actuation.

cc:
Associate Administrators
Chief Counsel
Chief Financial Officer
Directors of Field Services
Director of Technical Services

Google



Image capture: Oct 2018 © 2022 Google

Street View - Oct 2018





DOG CONTROL ORDINANCE

ORDINANCE REGULATING DOGS AND WOLF-HYBRIDS

Town of Waitsfield

SECTION 1. AUTHORITY. This ordinance is adopted by the Town of Waitsfield under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10), (14), and (15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. The purpose of this ordinance is to regulate the keeping of dogs and wolf hybrids and to provide for their leashing, muzzling, restraint, impoundment, and destruction, to protect the public health and safety of the Town and preserve the quiet enjoyment of its residents' homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and phrases shall apply:

- A. "Dog" means any member of the canine species. For purposes of this ordinance, this term shall also include "wolf-hybrids" and "working farm dogs" except as otherwise stated.
- B. "Domestic animal" means cattle, sheep, goats, equines, deer, American bison, swine, poultry, pheasant, Chukar partridge, Coturnix quail, psittacine birds, ferrets, camelids, ratites (ostriches, rheas, and emus), and water buffalo. The term shall include cultured fish propagated by commercial fish farms.
- C. "Domestic pet" or "pet" means any domestic dog, domestic cat, or ferret.
- D. "Enforcement Officer" means any Town Constable, Police Officer, Animal Control Officer, Humane Officer, or any other person designated as an Enforcement Officer by the Selectboard.
- E. "Impoundment" means being held by the Town at a place designated by the Selectboard. Such a place may or may not be operated by the Town and may or may not be within Town limits.
- F. "Owner" means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- G. "Potentially vicious dog" means a dog that, while running at large: inflicts minor injuries on a person not necessitating medical attention; chases, worries, threatens to attack or attacks another domestic pet or domestic animal; causes damage to personal or real property; chases a person; or causes any person to reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog was protecting or defending itself, its offspring,

35 another domestic pet or animal or a person from attack or assault or the person attacked or
36 threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or
37 otherwise provoking the dog.

38 H. "Premises" means the home and real property of the dog owner.

39 I. "Running at large" means that a dog is not:

- 40 a. on a leash; or
- 41 b. in a vehicle; or
- 42 c. on the owner's premises;
- 43 d. on the premises of another person with that person's permission; or
- 44 e. clearly under the verbal or non-verbal control of its owner.

45 J. "Wolf hybrid" means an animal that:

- 46 a. is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*); or
- 47 b. is advertised or otherwise described or represented to be a wolf hybrid; or
- 48 c. exhibits primary physical and/or behavioral wolf characteristics.

49 K. "Working farm dog" means a dog that:

- 50 a. is bred or trained to herd or protect livestock or poultry or to protect crops; and
- 51 b. is used for those purposes; and
- 52 c. is registered as a working farm dog pursuant to State law.

53 SECTION 4. NUISANCES.

54 A. Prohibitions. An owner of a dog shall not allow, permit, or suffer such dog to create a nuisance. The
55 following activities shall be deemed nuisances:

56 Nuisance One: Lack of current license and/or rabies tag

57 A dog without a collar or harness with a current license and/or valid rabies tag securely attached.

59 Nuisance Two: Running at large

60 A dog running at large in the Town.

61 Nuisance Three: Failure to remove waste

62 A dog that defecates in any public area or on the private premises of another person and whose
63 owner does not immediately remove the fecal material and dispose of it in a sanitary manner.

65 Nuisance Four: Unconfined dog in heat

66 A female dog in heat not confined to a building or other secured enclosure, except while under
67 the direct control of the owner.

68 Nuisance Five: Disturbing the Peace

69 A dog that disturbs the quiet, comfort and repose of others by barking, whining, calling, or
70 howling for 20 or more minutes.

71 Nuisance Six: Potentially vicious dog

72 A dog that while running at large: inflicts minor injuries on a person not necessitating medical
73 attention; chases, worries, threatens to attack or attacks another domestic pet or domestic
74 animal; causes damage to personal or real property; chases a person; or causes any person to

75 reasonably fear attack or bodily injury from such dog. This definition shall not apply if the dog
76 was protecting or defending itself, its offspring, another domestic pet or animal or a person from
77 attack or assault or the person attacked or threatened by the dog was engaged in teasing,
78 tormenting, battering, assaulting, injuring or otherwise provoking the dog.

- 79 B. Exemptions for Working Dogs. The provisions of the sections pertaining to running at large
80 and disturbing the peace shall not apply to working farm dogs if the working farm dog is:
81 1. barking to herd or protect livestock or poultry or to protect crops; or
82 2. running at large to herd or protect livestock or poultry or to protect crops.

83 SECTION 5. COLLAR AND LICENSE. Each dog shall be licensed according to the laws of this State
84 and shall wear a collar or harness with the current license attached. A dog that is visiting from out of
85 state must wear a collar or harness with a current license from its home state attached. A dog found
86 without a collar or harness and license shall be in violation of this Ordinance and may be immediately
87 impounded.

88 SECTION 6. ENFORCEMENT. A violation of this Ordinance shall be a civil matter which may be
89 enforced in the Vermont Judicial Bureau or in the Washington County Superior Court, at the election of
90 the Select Board.
91

92 Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§
93 1974a and 1977 et seq. For purposes of enforcement in the Judicial Bureau, any Enforcement Officer
94 shall have authority to issue tickets and represent the Town at any hearing.
95

96 Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil
97 Procedure. The Town may pursue all appropriate injunctive relief.
98

99 SECTION 7. PENALTIES AND COSTS.

100
101 A. The Enforcement Officer is authorized to recover civil penalties for violations of this Ordinance in
102 the following amounts for each violation:

103	Failure to remove waste	
104	1st Offense: warning or \$25 fine	Waiver Fee: \$10
105	2nd Offense: \$50 fine	Waiver Fee: \$25
106	3rd & Subsequent Offense: \$200 fine	Waiver Fee: \$100

107	Disturbing the peace	
108	1st Offense: warning or \$25 fine	Waiver Fee: \$10
109	2nd Offense: \$50 fine	Waiver Fee: \$25
110	3rd & Subsequent Offense: impoundment and/or \$75 fine	Waiver Fee: \$50
111	Unconfined Dog in Heat	
112	1st Offense: \$25 fine	Waiver Fee: \$10
113	2nd Offense: \$50 fine	Waiver Fee: \$25
114	3rd & Subsequent Offense: \$200 fine	Waiver Fee: \$100
115	Lack of current license and/or rabies tag	
116	1st Offense: warning or impoundment and/or \$25 fine	Waiver Fee:\$10
117	2nd Offense: impoundment and/or \$50 fine	Waiver Fee:\$25
118	3rd & Subsequent Offense: impoundment/or and \$200 fine.	Waiver Fee:\$100
119		
120	Running at large	
121	1st Offense: warning or impoundment and/or \$25 fine	Waiver Fee:\$10
122	2nd Offense: impoundment and/or \$50 fine	Waiver Fee: \$25
123	3rd & Subsequent Offense: impoundment and/or \$200 fine	Waiver Fee:\$100
124		
125	Potentially vicious dog	
126	1st Offense: warning or impoundment and/or \$100 fine	Waiver Fee: \$50
127	2nd Offense: impoundment and/or \$250 fine	Waiver Fee: \$100
128	3rd Offense: impoundment and/or \$500 fine	Waiver Fee: \$250

- 130 B. The Enforcement Officer is authorized to recover a waiver fee in lieu of a civil penalty, in the
131 stated amount, for any person who declines to contest a municipal complaint and pays the waiver
132 fee.
- 133 C. Determining the sequences of offenses for violations of this Ordinance shall be as follows: a
134 subsequent violation that is identical to, and that occurs within 12 months of, a previous violation
135 shall be considered a higher offense (i.e., second, third, or subsequent offense). Any subsequent
136 identical violation that occurs after 12 months of a previous identical violation shall be considered
137 a new first offense.
138
- 139 D. Reckless Dog Owner. Any owner who has violated this Ordinance three(3) times, whether the
140 offenses are identical or not shall provide proof to the Enforcement Officer of successful completion
141 of a behavior modification program, pre-approved by the Selectboard, and designed to improve the
142 owner's understanding of dog ownership responsibilities, within 6 months from the date of
143 notification. The Enforcement Officer shall issue a notification of this requirement, in writing by
144 regular mail, postage prepaid, to the owner's last known address. Failure to provide such
145 certification within the time allotted shall subject the offending dog(s) to immediate seizure and
146 impoundment.

147 E. For purposes of calculating the sequence of offenses, offenses shall be counted against the owner.

148 F. A warning shall not be counted towards the calculation of the number of offenses under this
149 Ordinance.

150
151 SECTION 8. IMPOUNDMENT.

- 152
153 A. Grounds for Impoundment. Any dog may be immediately impounded if the dog:
- 154 1. has been determined by an Enforcement Officer to be a "potentially vicious dog," which presents
 - 155 an imminent danger to people or other animals;
 - 156 2. has reportedly bitten a person off [insert "or on" if the ordinance will apply to all dog bites,
 - 157 regardless of location] the premises of its owner;
 - 158 3. is in violation of State licensing law;
 - 159 4. has an unknown rabies vaccination history or is suspected of having been exposed to rabies;
 - 160 5. is running at large;
 - 161 6. is an unconfined dog in heat; or
 - 162 7. is found without a collar or harness and license.

- 163
164 B. Notice of Impoundment. The officer who impounds a dog shall, within twenty-four (24) hours,
- 165 give notice to the owner thereof either personally, by telephone call, or by regular mail postage
- 166 prepaid at the owner's last known address. Such notice shall inform the owner of the nature of the
- 167 violations, the dog's location, and the necessary steps to have it returned to the owner.

168
169 If the owner of the dog is unknown, the officer who impounds a dog shall, within twenty-four (24)

170 hours of impoundment, post a public notice. Notification shall be posted in the town clerk's office

171 and other usual places for public notice for a ten (10) calendar day period. The public notice shall

172 include a description of the dog, including any significant marks of identification, and when and

173 where it was impounded or found by the person placing the dog in the town's custody. The public

174 notice must also declare that, unless the owner 1) claims the dog, 2) pays all expenses incurred by

175 the town for treatment, boarding and care of the dog, and any applicable penalties, and 3) takes all

176 necessary remedial action within ten (10) calendar days following posting, the town may place the

177 dog in an adoptive home or transfer it to a humane society or rescue organization. If the dog cannot

178 be placed in an adoptive home or transferred to a humane society or rescue organization, it may be

179 destroyed in a humane way.

- 180
181 C. Release from Impoundment. Impounded dogs shall be released to the owner only after payment of
- 182 all penalties and impoundment fees (including, but not limited to, boarding, food, and veterinary
- 183 expenses), the final disposition of a potentially vicious dog or vicious dog hearing if applicable, and
- 184 after all necessary remedial action, as determined by the enforcement officer in consideration of the
- 185 violation committed, is taken by the owner. Remedial action shall include, but is not limited to, such
- 186 actions as providing a collar and current license; verification of certification of current vaccination
- 187 against rabies; payment of all applicable fines or waiver fees; and proof of satisfactory successful

188 completion of a program designed to improve the owner's understanding and execution of dog
189 ownership responsibilities.

190 If the owner of a dog impounded under the provisions of this ordinance refuses to take the remedial
191 action necessary to secure the dog's release within ten (10) calendar days following notice of
192 impoundment or gives notice either personally, by telephone call, or in writing to the town of
193 forfeiture of ownership before that time, the dog may be placed in an adoptive home, transferred to a
194 humane society or rescue organization; or, if the town is unable to transfer the dog, it may be
195 humanely destroyed. The owner of a dog transferred or humanely destroyed shall remain liable for
196 all expenses incurred by the Town for treatment, boarding and care of the dog for the duration of its
197 impoundment, and any expenses associated with its transfer or humane disposal.

- 198
199 D. Rabies Suspect. The procedures provided in this section shall only apply if the dog is not a
200 rabies suspect. If an official designated by the Selectboard to enforce the provisions of this
201 ordinance determines that the dog is a rabies suspect, the Selectboard shall immediately notify
202 the Town Health Officer who shall proceed in accordance with the Vermont Department of
203 Health's rules.

204 SECTION 9. INVESTIGATION OF VICIOUS DOGS.

- 205 A. Complaint. When a dog has bitten a person while the dog is off the premises of its owner or
206 keeper, and the person bitten requires medical attention for the attack, such person may file a
207 written complaint with the Selectboard of the municipality. The complaint shall contain the
208 time, date, and place where the attack occurred, the name and address of the victim or
209 victims, and any other facts that may assist the Selectboard in conducting its investigation.

- 210 B. Investigation and Hearing. The Selectboard, within seven (7) calendar days from receipt of the
211 complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the
212 dog which is the subject of the complaint can be ascertained with due diligence, said owner
213 shall be provided with a written notice of the time, date, and place of hearing and a copy of
214 the complaint.

- 215 C. Protective Order. If, after a hearing on the matter, the dog is found to have bitten the victim
216 without provocation, the Selectboard shall make such order for the protection of persons as
217 the facts and circumstances of the case may require, including, without limitation, that the
218 dog is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent
219 by certified mail, return receipt requested, to the owner. A person who, after receiving
220 notice, fails to comply with the terms of the order shall be subject to the penalties provided
221 in 20 V.S.A. § 3550.

- 222 D. Rabies suspect. The procedures provided in this section shall only apply if the dog is not a
223 rabies suspect. If a member of the Selectboard or an Enforcement Officer determines that
224 the dog is a rabies suspect, the Selectboard shall immediately notify the Town Health Officer
225 who shall proceed in accordance with the Vermont Department of Health's rules. If the dog

226 is deemed healthy, the terms and conditions set forth in the Selectboard's order shall be
227 enforced.

228 SECTION 10. POTENTIALLY VICIOUS DOGS.

229 A person claiming a dog is a "potentially vicious dog" may file a written complaint with the
230 Selectboard. The complaint shall contain the time, date, and place where the alleged behavior occurred,
231 an identification of the domestic pet or animal threatened or attacked, the name and address of any
232 victim or victims, and any other facts that may assist the Selectboard in conducting its hearing. Upon
233 receipt of a "potentially vicious dog" complaint, the Selectboard shall proceed as in the case of a
234 "vicious dog" complaint using Section 9 B.-D. above, with the exception that if the Selectboard
235 determines that the behavior classifies the dog as "potentially vicious" the Selectboard may order any
236 protective measures be taken absent the dog being humanely destroyed.
237
238

239 SECTION 11. OTHER LAWS. This ordinance is in addition to all other ordinances of the Town of
240 Waitsfield and all applicable laws of the State of Vermont. All ordinances or parts of
241 ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this
242 ordinance are hereby repealed to the extent of such inconsistency.
243

244 SECTION 12. SEVERABILITY. If any section of this ordinance is held by a court of competent
245 jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.
246

247 SECTION 13. EFFECTIVE DATE. This ordinance shall become effective 60 days after its adoption by
248 the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect
249 of this ordinance.
250

251
252 Adopted this _____ day of _____, 20__.

253 SIGNATURES:

254 _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____
262 _____

263 **APPENDIX A**

264

265 Appendix A is written to clarify procedures related to the release of impounded dogs as established in
266 Section 7, subsection 4 of the Waitsfield Dog ordinance as amended May 18, 2020.

267

268 The facility at which a dog is impounded may, at its discretion, release a dog from impoundment under the
269 following circumstances:

270

271 1) If the dog warden or other designated enforcement officer is not available, and the Town Offices
272 are not open, the impounded dog may be released to its owner upon payment of impoundment fees
273 and with the recommendation that the dog owner contact the Town Offices and license the dog as
274 soon as possible (if licensure is an issue).

275 2) In a situation where employee safety and well-being at the facility are the overriding concerns.

276

277 The dog warden or other enforcement officer will be notified of release as soon as practicable.

278

279

280 Adoption History

281 1. Agenda item at regular Selectboard meeting held on _____.

282 2. Read and approved at regular/special Selectboard meeting on _____ and entered in the
283 minutes of that meeting which were approved on _____.

284 3. Posted in public places on _____.

285 4. Notice of adoption published in the _____ newspaper on _____ with a notice
286 of the right to petition.

287 5. Other actions [petitions, etc.]