

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday October 7, 2024
6:30 P.M.

Please see note below for access

I. Call to Order: 6:30 PM (*Begin Zoom Recording*)

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

II. Regular Business.

1. Miss Mariah Liquor & Tobacco License Renewal (Tal Jestice)
2. Banner Paintings (Bette Ann Libby)
3. General Wait House Lease Renewals
4. Declaration of Inclusion Initiative & Survey
5. PACIF Values Collection & Data (due 10/15)
6. Bridge #24 Inspection Report & Updated Sign Requirements
7. ARPA Commitment & Allocation Update
8. Consent Agenda:
 - a. Halloween Closure of Old County Rd (Mary Simmons)
 - b. Tax Sale Approval
 - c. Consider approval of minutes 9/23/24
 - d. Bills Payable and Treasurer's Warrants
 - e. Liquor license warrants
 - f. Approval of amended personnel policy
 - g. China Fun Reimbursement Request
8. Selectboard Roundtable
9. Town Administrator Report
10. Executive Session:
 - a. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]
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.

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 during designated times, as indicated by the chair.

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

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

From: [Bette Ann Libby](#)
To: [Waitsfield Town Administrator](#)
Subject: 5th annual Banners for n Bridge Street Waitsfield!
Date: Thursday, September 19, 2024 4:24:55 PM
Attachments: [IMG_9670.jpg](#)
[Untitled attachment 00008.txt](#)
[IMG_9671.jpg](#)
[Untitled attachment 00011.txt](#)
[IMG_9672.jpg](#)
[Untitled attachment 00014.txt](#)
[IMG_9678.jpg](#)
[Untitled attachment 00017.txt](#)
[IMG_9679.jpg](#)
[Untitled attachment 00020.txt](#)
[IMG_9680.jpg](#)
[Untitled attachment 00023.txt](#)
[IMG_9683.jpg](#)
[Untitled attachment 00026.txt](#)
[IMG_9685.jpg](#)
[Untitled attachment 00029.txt](#)
[IMG_9688.jpg](#)
[Untitled attachment 00032.txt](#)

Hi John

Great connecting with you. Below are some photos of some of the 8 artist painted, upcycled and reused house paint. The 4th annual banners are up for another month.

Work is already underway to cut, sew and gesso the banners to get ready for next June.

They bring color and vitality to our very special Bridge Street.

Writing to ask for the approval to paint the banners again in 2025. We have had close to 30 adults and children working on these over the years.

Previous artists include:

Dave Sellers
Gary Eckhart
Keith Davidson
John Anderson
Katie Babic
Jill McManus
Macy Moulton
Carl Bates
Laurie Sigmend
Frankie Gardiner
George Schenk
Beth Kendrick
Avi Kendrick
Candy Barr
Rita Ionnodis
Gaelic McTigue
Carol Dallas
AnnMarie Harmon
Bette Ann Libby
Dotty Kyle
Eddie Merma and the Sculpture School

Please share this email with Christine Sullivan.

Sincerely
Bette Ann Libby

Declaration of Inclusion Implementation Questionnaire

We are excited to learn about the steps you have taken or are planning to take to implement your commitment to a more inclusive, diverse, and vibrant community! Please answer the following questions and return your completed questionnaire in the self-addressed stamped envelope enclosed for your convenience. Dates, pictures, and other details are welcome!

	<i>Completed</i>	<i>Working on it</i>	<i>Not started yet</i>
1. We have posted the Declaration on the town website.			
2. We have hung a copy of the Declaration in our municipal offices.			
3. We have explained to the community the reasons why our town adopted the Declaration.			
4. We have formed an inclusion committee to review the town's official policies, programs, ordinances, etc. for implicit or institutional bias.			
5. Our inclusion committee has recommended appropriate changes to correct any evidence of bias Identified in the review of official town policies, programs, ordinances, etc.			

	<i>Completed</i>	<i>Working on it</i>	<i>Not started yet</i>
6. We have engaged in work with our school board to encourage inclusive practices.			
7. We have engaged in work with our community's faith leaders to encourage inclusive practices.			
8. We have engaged in work with our fire department to encourage inclusive practices.			
9. We have engaged in work with our police department to encourage inclusive practices.			

Please add any feedback from your adoption and implementation of the Declaration of Inclusion that you would like to share.

How can we best contact you if further questions arise or to answer any questions you may have?

Thank you for sharing your actions and experiences with us! If you would like to reach out to us for further support or discussion, please email Patricia Lancaster at pmlancast@gmail.com



**DECLARATION
OF INCLUSION**

**A VERMONT DIVERSITY, EQUITY, AND INCLUSION
INITIATIVE**

**IMPLEMENTATION
GUIDE**

**PREPARED FOR
GOVERNMENT LEADERS**

Vermont's Declaration of Inclusion is a grassroots effort working with community leaders to reinforce the message that Vermont is a welcoming and safe place for all.

Our Partners

- Vermont Chamber of Commerce
- Vermont Interfaith Action
- Vermont League of Cities and Towns
- Vermont Social Equity Caucus
- National Association for the Advancement of Colored People - Vermont

Visit Our Website

vtdeclarationofinclusion.org

INTRODUCTION

It is our vision that Vermont will become known as the most inclusive state in our nation for all people, regardless of how they identify.

With that vision in mind, a small group of Vermont citizens organized in January of 2021 to develop strategies to assist the state, cities, and towns in the planning, adoption, and implementation of a Declaration of Inclusion.

Bob Harnish, Pittsford

Al Wakefield, Mendon

Norman Cohen, Rutland City

The following information is intended for use by cities and towns in Vermont for taking steps toward implementation of your Declaration of Inclusion.

QUICK & EASY

Immediately inform your residents of the wording of the DOI and the reasons behind adopting it:

- Add the Declaration to the town website or hang a framed copy in the Town Clerks office, library, fire station, and recreation facilities.
- Print the Declaration in the Town Newsletter and include reasons why the Select Board believes this is an important step forward for the town. Perhaps this is the first of a series of articles.
- Include it in the Town's Annual Report along with a discussion of the broader role that Inclusion, Diversity and Equity are playing throughout Vermont and the far-reaching implications of the 2020 Census which show that Vermont has a dwindling and aging population.

IN-DEPTH IMPLEMENTATION

Steps requiring more thought and time:

- Form a Diversity Equity and Inclusion Committee, perhaps including a high school student, with a mandate to guide the town in its effort to become more diverse and inclusive and to report back to the Select Board. An important early objective of the committee will be to review the town's official policies, programs, ordinances and procedures to be sure they are free of implicit or institutional bias.
- Task the committee with researching, gathering and overseeing the most effective ideas for creating a more welcoming community and to issue periodic reports to the Select Board and the town.
- Review economic development, recruitment and employment policies to ensure they are welcoming, supportive and reaffirming of commitment to inclusion.
- Assess the need for “implicit bias” training for city or town staff, police and fire departments.
- Brainstorm with other adopting towns for creative ways to reach out to marginalized groups, individuals and new arrivals to give them a sense of belonging and value within the community.
- Assess current work environment for town employees; do they feel safe, welcome and appreciated? Update policies to clarify how workers can have grievances heard and reviewed in a timely, fair and comfortable manner.
- Urge local schools, non-profits, corporations, etc. to adopt a statement of inclusion and offer bias training.

ON-GOING IMPLEMENTATION

Steps for engaging partners now and in the future:

- Work with school administration to bring inclusion and diversity into the classroom in art, poetry, drama, debate club, etc.
- Work with faith leaders in the community to guide their congregations to embrace diversity as the human and humane way to treat our fellow citizens of this planet.
- Engage the town's library director to arrange a speakers series, discussion groups, reading groups, film series etc. and include students in these programs and their planning.
- Create a "concierge service" to assist new people in town or those considering a move to the town, with housing options, and the many other questions that a new arrival might have.

PROFESSIONAL RESOURCES

For more specific information, guidelines, and assistance on implementation, the following are excellent resources:

State of Vermont, Office of Racial Justice

The Vermont IDEAL Program. IDEAL stands for inclusion, diversity, equity, action, and leadership. IDEAL is a coalition of Vermont municipalities dedicated to advancing racial and other forms of equity across the state through shared learning and tangible action.

For further information contact:

Xusana Davis, Executive Director of Racial Equity for the State of Vermont
xusana.davis@vermont.gov, 802-828-3322

Vermont League of Cities and Towns, Equity Resources for Vermont Municipalities

The VLCT has two initiatives designed to help cities, towns, and village leaders create and maintain welcoming communities. These are:

- The Municipal Equity Toolkit, an online ten-part resource that covers everything from creating a municipal equity committee to building a framework and action plan to listing equity-related books, podcasts, and videos.
- VLCT Welcoming and Engaging Communities Cohort, a partnership with the Abundant Sun consultancy that offers municipal leaders' participation in the firm's Ethical Performance Improvement Campaign. This is a 6-month, 8-two-hour virtual workshop on topics that include equality, equity, diversity and inclusion.

PROFESSIONAL RESOURCES CONT.

Vermont Community Foundation Grants - Equitable and Inclusive Communities

The Vermont Community Foundation awards grants of up to \$10,000/municipality from a fund of \$200,000 to support Vermont villages, towns, and cities engaged in local efforts to foster inclusion and belonging for people of all races and backgrounds.

Contact the grants and community impact team at grants@vermontcf.org or 802-388-3355 opt.6 with questions.

UPDATED MARCH 7, 2023

From: townadmin@gmavt.net
To: ["csullivan@gmavt.net"](mailto:csullivan@gmavt.net)
Cc: ["Jennifer Peterson"](#); ["Randy Brittingham"](#)
Subject: FW: VLCT PACIF 2025 Renewal Values Collection
Date: Monday, September 30, 2024 3:48:00 PM
Attachments: [PACIF Property Valuation Options 2025.docx](#)
[PACIF Renewal VC Memo 2025.docx](#)
[image001.png](#)

Hi Christine-

Can you let me know who has been functioning in the role of renewing Pacif policy on behalf of the Town? Seems like the work outlined below is (should be?) Town Administrator role?

I'm including Jen and Sandy here too...

*John

From: notifications@origamirisk.com <notifications@origamirisk.com>
Sent: Friday, September 27, 2024 5:40 PM
To: townadmin@gmavt.net
Subject: VLCT PACIF 2025 Renewal Values Collection

****VALUES COLLECTION FOR THE 2025 RENEWAL IS DUE OCTOBER 18, 2024 ****

Dear PACIF Member:

For 2025, the PACIF Underwriting Team is excited to announce a new process for completing your renewal application through a **"values collection" link located below**. This link will take you to the new Origami Risk PACIF policy system renewal values collection pages where you'll answer your renewal questions, provide requested information, and review and make updates to the various schedules. All renewals will need to be completed online using this link.

The renewal process will offer several enhancements including the ability to save your work in progress, download schedules in multiple formats (pdf, Word, or Excel), and forward the values collection link to a co-worker if needed.

Some pages will contain new questions and/or ask you to choose specific coverage limits, while others will resemble questions or information you have provided in the past. Some pages will contain "helper" links that will expand with additional text when you click the link or appear as a ToolTip ⓘ that you can hover over for additional instructions. This information should enable you to accurately complete the renewal process.

We are also providing **two attached documents** for further instruction and reference:

- **Annual Renewal Memo** outlines a summary of changes for 2025 and walks through basic elements of the various values collection pages.
- **Property Valuation Options** document provides details about PACIF's available valuation types pertinent to your property schedule and how those apply, as well as information on vacant buildings.

Members of the Underwriting Team are always available to answer any questions that you may have as

you work through the renewal process.

Here's the link to complete your member's PACIF 2025 Renewal Values Collection:

[Click here to go to the Values Collection](#)

The existing PACIF Policy Portal will no longer be functional as of the end of 2024 and will be replaced by a new, more robust member portal that will greatly improve the member experience and provide access to much more information. We expect that it will be functional as we get into mid-December. Updates on the new Portal and how to access it will be forthcoming later this fall.

If you have any questions, feedback or would like assistance completing the renewal process, please forward your questions to the team at underwriting@vlct.org. As noted above, all renewals must be **submitted no later than October 18, 2024**, though we would greatly appreciate any efforts to complete the process before then.

The PACIF Underwriting Team



Vermont League of Cities & Towns
89 Main St. Suite 4, Montpelier, VT 05602
802-229-9111 Main
underwriting@vlct.org
VLCT.ORG

MEMORANDUM

Date September 27, 2024

TO: VLCT PACIF Member Municipality

FROM: VLCT PACIF Underwriting Division

RE: **2025 PACIF Renewal – Updates and Values Collection Overview**

Dear PACIF Primary Contact:

In support of the 2025 PACIF renewal, this memo briefly summarizes changes that you'll see as you complete the 2025 values collection process, using Origami, our new policy system. As a new process, we understand that there may be a learning curve for some members. With that in mind, within the values collection questions and on some of the pages, there are help text links which will provide you with guidance on how to respond to a given question or complete a section. Additionally, the various pages you'll see are listed below, along with brief descriptions to provide you with some insight into what you'll see once you open the values collection link. *Note that this memo may be helpful to you as you complete the values collection process, so you may wish to print it out as a reference.*

The new renewal process includes some enhancements, such as a more user-friendly interface, the ability to save work in progress and return to it at a later date, and also the ability to edit completed work up until the point that all pages have been completed. **As always, you're encouraged to contact the underwriting team if you have questions or encounter any problems.**

All Members, except Solid Waste Districts

Other Entities

You will be asked whether your municipal coverage includes coverage for other entities, such as libraries, rescue, fire, or friends of these entities. You may need to gather information about these other entities if you do provide coverage for them. Please provide full names for these entities.

First Responders

You will be asked to answer a number of questions about first responders that fall under your coverage with PACIF. This information is used in general liability rating, so please answer the questions thoughtfully. Make note that for certified law enforcement personnel, we are looking for your estimate of *total hours worked – rather than payroll* for this section. You should be able to estimate this from

existing payroll reports. Payroll will still be required for your Worker's Compensation coverage through the payroll schedule included in a separate values collection page.

Payroll

We have provided you with the Current Estimated Payroll and the PACIF Estimated Payroll for 2025 which reflects a 3.4% increase over the 2023 audited payroll. If you agree with the PACIF Estimated Payroll in a class, you do not need to do anything. If you do not agree with the PACIF Estimated Payroll, you will need to provide your payroll estimate for the 2025 policy (calendar) year. That information should be entered into the Member Estimated Payroll field. If you have a new class code that needs to be added because of a new department or personnel change, new payroll can be added by clicking on the +New Payroll link. As a reminder, the minimum payroll for Animal Control Officers (ACO), Constables, Tree Wardens and Firefighters is \$275 per individual. The minimum payroll for Ambulance is \$300 per individual.

Libraries

There is a specific page related to libraries to help confirm whether your local libraries are or should be covered under your PACIF coverage and whether they are independent entities or a municipal library. If there is a library within your municipality please answer carefully and keep in mind the various key coverages to consider such as Worker's Compensation, Property & General Liability, Employment Practices Liability, Public Official's Liability and Crime/Fidelity Coverage. If there are questions regarding what coverages might apply and how, please contact your Underwriting Team to discuss.

Exposures

There are some questions that require the selection of coverage limits. These include limits for Data Processing System Equipment (DPSE), Portable Equipment (PE), and Uninsured/Underinsured Motorist Bodily Injury Liability (UM/UIM). To complete the first two, you may need to consult with others to estimate the value of Data Processing System Equipment and Portable Equipment the municipality owns or is required to provide coverage for. The UM/UIM coverage limit choice may come at an additional cost depending on the limit selected and number of vehicles. Help text links on the values collection page are provided to help you select limits that are appropriate for your municipality.

Crime

Crime questions remain the same as prior years to confirm what crime controls your municipality currently has in place. These questions will help determine whether your municipality will qualify for a preferred Crime rate.

Employees

Employee questions remain the same concerning headcounts of employees, elected officials, and volunteers.

Vehicles, Property and sUAS (drone) Schedules

These “grids” will be listed on separate pages, where you’ll be prompted to review your vehicle schedule, property schedule and sUAS (drone) schedule. Full vehicle, property and sUAS schedules may be downloaded and exported in various formats to suit your needs (PDF, Excel or Word). You’ll be presented with a grid that contains the currently scheduled items. Please verify that all information is correct, including the addresses. Follow the directions on the page if you need to remove scheduled items from the renewal. If you also need to request removal of an item on the current term, you will see that option after you click Yes to “Remove from Renewal”.

With regard to sUAS, you will be presented with a small unmanned aircraft system (sUAS) schedule/grid. If you don’t have any drones, a blank grid will appear. If you do have one that is not on the grid, click on the new sUAS link to add it and complete the required information. Note that adding a sUAS to coverage is subject to underwriting acceptance. If you wish to remove one from the renewal, follow the same procedure used to delete coverage for a scheduled vehicle or property.

Dams

You will need to review the Dams schedule for accuracy if any appear in the grid. If no dams are listed, you do not currently have downstream liability coverage. To add a dam, please contact underwriting. Dams must be pre-approved following review of certain aspects of the dam including the most recent state inspection.

Solid Waste Districts (SWDs)

SWD Operations

SWDs will be presented with questions about various hazardous waste activities, solid waste, and oil collection. For the first time, we are asking about the population served by the SWD. Please use your best estimate for this value.

SWD Payroll

We have provided you with the Current Estimated Payroll and the PACIF Estimated Payroll for 2025 which reflects a 3.4% increase over the 2023 audited payroll. If you agree with the PACIF Estimated Payroll in a class, you do not need to do anything. If you do not agree with the PACIF Estimated Payroll, you will need to provide your payroll estimate for the 2025 policy (calendar) year. That information should be entered into the Member Estimated Payroll field. If you have a new class code that needs to be added because of a new department or personnel change, new payroll can be added by clicking on the +New Payroll link.

SWD Property and SWD Employees

There are some questions that require the selection of coverage limits. These include limits for Data Processing System Equipment (DPSE), Portable Equipment (PE), and Uninsured/Underinsured Motorist Bodily Injury Liability (UM/UIM). To complete the first two, you may need to consult with others to estimate the value of Data Processing System Equipment and Portable Equipment the municipality owns or is required to provide coverage for. The UM/UIM coverage limit choice may come at an additional cost depending on the limit selected and number of vehicles. Help text links on the values collection page are provided to help you select limits that are appropriate for your municipality

SWD Vehicles and Property Schedules

Each of these schedules or “grids” will be listed on separate pages, where you’ll be prompted to review your current vehicle and property schedule. Full vehicle and property schedules may be downloaded and exported in various formats to suit your needs (PDF, Excel or Word). You’ll be presented with a grid that contains the currently scheduled items. For both vehicles and property, please verify that all information is correct, including the addresses. Follow the directions on the page to remove scheduled vehicles or property from the renewal. If you also need to request removal of an item on the current term, you will see that option after you click Yes to “Remove from Renewal”.

Other Important Considerations

- During the course of this year, we’ve received a number of claims for buildings and other property that **were inadvertently not listed on the property schedule**. Because of this, we urge members to *carefully review their property schedule* to make sure that all buildings, covered bridges, radio towers and related equipment, and other items are scheduled as required. If you have questions about whether something should be scheduled, please contact a member of the underwriting team at underwriting@vlct.org.
- If you have covered bridges or pedestrian footbridges, consider having them appraised. We are finding that members who have a loss to a covered bridge generally have them scheduled well below their reconstruction value. This is important because these structures are only covered using Agreed Value, so the most the member will receive is the scheduled value. Please contact a member of the underwriting team to discuss this further and obtain contact information for a qualified appraisal firm.
- Valuation Type – Please note that Guaranteed Replacement Cost (GRC) is the default valuation for most types of property unless you have a building that has been vacant for 60 consecutive days, then the valuation type must be Actual Cash Value (ACV). If you would like to discuss other *Property Valuation Options*, please call Underwriting. Note that within the renewal email notification, there is a link that describes property valuation types.

- If a property appraisal was completed in 2024, that value will be used as the 2025 scheduled value. Otherwise, property values have been adjusted using a 4% inflation factor to keep values aligned with the rising costs of reconstruction. It is important to understand that values used on the property schedule reflect the cost of reconstruction and therefore will generally be higher than grand list or “market” values.

60 DAY NOTICE

- VLCT PACIF is a member-owned organization, and our Bylaws and Member Agreements govern the terms and conditions of membership. The bylaws state that members are required to provide a 60-day written notice of their intent to withdraw from the Fund and, further, that members can only withdraw at the end of a coverage period. Therefore, members intending to go out to bid or withdraw from the Fund must notify PACIF in writing via email or by letter, postmarked by November 1, 2024.

Please complete the renewal values collection process **as soon as possible, but no later than October 18, 2024**. If you have any questions or need assistance in completing the application, contact Suzie Benoit, Kelly Knotek or Vicky Abare in our underwriting department at 800-649-7915 or email us at underwriting@vlct.org.

VLCT PACIF PROPERTY VALUATION OPTIONS

The options available under the valuation condition of the Coverage Document are listed below. **The Guaranteed Replacement Cost (GRC) option is the standard default valuation that VLCT PACIF has always offered and will be applicable to the majority of your properties; however, some types of property are only eligible for certain valuation types.** For example, Property in the Open, Covered Bridges/Pedestrian Bridges and Fine Arts are only eligible for Agreed Value, Library Books are only eligible for Actual Cash Value, and vacant buildings are only eligible for Actual Cash Value. If you have any questions, please call Underwriting at 1-800-649-7915.

Please review your property schedule carefully to determine if the proper valuation type is appropriate for each property item on the schedule.

A. Real Property:

- (1) **Replacement Cost (RC)** – The lesser of the following: (a) the cost to repair or replace with new property of comparable material and quality at the time of loss and used for the same purpose without deduction for depreciation or, (b) the Building Value limit shown on the Property Schedule.
- (2) **Guaranteed Replacement Cost (GRC)** – Replacement Cost without regard to the Building Value limit shown on the Property Schedule, where the cost to repair or replace the structure is no more than \$8,000,000. Where the cost to repair or replace a structure exceeds \$8,000,000, Replacement Cost without regard to the Building Value limit shown on the Property Schedule only applies to the first \$8,000,000 of loss. For any repair or replacement costs above \$8,000,000, the most the Fund will pay is the difference between 150% of the Building Value limit shown on the property Schedule and \$8,000,000.
- (3) **Historical Reconstruction Cost (HRC)** – The least of the following: (a) the cost to repair or replace the damaged building or specific building attribute with the same materials, workmanship and architectural features that existed at the time of loss or damage provided they are reasonably available and used for the same purpose without deduction for depreciation. In the event that such materials, workmanship and architectural features are not reasonably available, Historical Reconstruction Cost means the cost to repair or replace with reasonably available materials, workmanship and architectural features that most closely resemble those that existed at the time of loss or damage or; (b) the Building Value limit shown on the Property Schedule applicable to the damaged building or specific building attribute; or (c) Replacement Cost if the Named Member does not contract for repairs or replacement to restore the damaged building or specific building attribute for the same occupancy and use, within 180 days of the damage, [unless a time extension has been granted by the Fund].
- (4) **Agreed Value (AV)** – The least of: (a) the cost to repair or replace the property or, (b) the Building Value shown on the Property Schedule or, (c) the Actual Cash Value of the property.

(5) **Actual Cash Value (ACV)** – Replacement Cost less depreciation, but in any event for not more than the financial interest of the Named Member.

- B. With respect to **Vacant Buildings** – Unless written authorization has been granted by the Fund, after a building has been vacant for (60) consecutive days, it is no longer covered for Guaranteed Replacement Cost, Replacement Cost, Historical Reconstruction Cost, or Agreed Value. Instead, it is covered only for Actual Cash Value.
- C. With respect to all valuation methods above, it is a requirement hereunder that the Named Member repair or replace the damaged or destroyed Building in order to collect on a Replacement Cost, Guaranteed Replacement Cost, Historical Reconstruction Cost or Agreed Value basis for loss or damage covered by this Coverage. Any loss of real or personal property, which is not contracted for repair or replacement within (180) days, unless a time extension has been granted by the Fund, will be settled on an Actual Cash Value basis. If the Member chooses to replace the destroyed or damaged property on another site, whether required by Ordinance or Law or not, the cost of such site and site preparation work is not included hereunder. With the exception of Guaranteed Replacement Cost (GRC), in no case will the Fund pay more than the scheduled amount.

State of Vermont
Agency of Transportation - Highway Division
Bureau of Asset Management - Bridge Inspection
219 North Main Street | Suite 201
Barre, VT 05641
<https://vtrans.vermont.gov/docs/bridge-inspections>

September 30, 2024

Mrs. Christine Parisi, Selectboard Chair
Town of Waitsfield
c/o Mrs. Jennifer Peterson, Town Clerk
4144 Main Street
Waitsfield, VT 05673

RE: Waitsfield, bridge #24 on TH #8 (Class 3) over Mad River

Dear Mrs. Parisi:

The Federal National Bridge Inspection Standards require inspection of all publicly owned bridges over 20 feet in length on a 24 month cycle. A two-member team performs the inspection, with at least one member specially trained for this work. The Agency of Transportation provides this inspection in the interest of public safety and as a service to the municipalities with the cost shared between the Federal government and the State.

The above referenced structure is a single span rolled through beam bridge spanning Mad River. During a recent inspection the following problems were noted which need attention.

- The ends of Floorbeams exhibit advanced and accelerated corrosion with varying sized perforations and thinning steel sections present on both the upstream and downstream sides. Perforations are present along Floorbeams #0 and #9 on the upstream side and floorbeams #1 and #3 through #9 on the downstream side. Largest perforation is present on the upstream side in floorbeam #9 with ~8" in length and ~2" in height with an overall corroded area measuring ~12" of perforations

Based on these findings it is recommended that the floor beams be repaired or replaced and, until such time, the bridge be legally posted (in accordance with the MUTCD) for a maximum gross weight limit of 8 tons.

Due to the extent and progressive nature of the deterioration it is anticipated that unless action is taken soon, the next inspection of this bridge could result in a recommendation for closure.

This structure is owned by the town and as such is the responsibility of the town. **Failure to comply with the recommendations may compromise public safety, result in additional damage, and/or substantially reduce the service life of the structure.**



To: Town of Waitsfield
RE: **Waitsfield, bridge #24 on TH #8 (Class 3) over Mad River**
Date: July 30, 2024
Page 2



*all photos taken during 2024 inspection

To: Town of Waitsfield
RE: Waitsfield, bridge #24 on TH #8 (Class 3) over Mad River
Date: July 30, 2024
Page 2

Even though a bridge is recommended for repair due to deterioration, impact damage, or scour by the State, the decision to properly respond to the recommendations is the responsibility of municipal officials. However, it is in the best interest of the municipality to address these recommendations. A failure to address potential bridge hazards may result in tort liability claims.

Please send WRITTEN notification of your intent to comply with, your compliance with, or reasons for non-compliance with these recommendations within 60 days from receipt of this letter. We are required by the Federal Highway Administration to report to them when the recommended posting, closure, and/or safety repairs have been implemented. A response form has been provided for your use.

If you have any questions concerning the matter, please contact your local District Transportation Administrator DTA Kevin Gadapee 461-8764 or me at 498-8263. A representative from Bridge Inspection would be willing to meet with you at the site to discuss the contents of this letter.

Sincerely,



Spencer Howard
Bridge Inspection and Budget Program Manager

PMT: xyz
cc: Kevin Gadapee, DTA District #6
NBIS Inspection Files via SMP



State of Vermont
Agency of Transportation - Highway Division
Bureau of Asset Management - Bridge Inspection
219 North Main Street | Suite 201
Barre, VT 05641

RE: Waitsfield, bridge #24 on TH #8 (Class 3) over Mad River

The Selectboard of Waitsfield ...

WILL properly repair or replace the floor beams. Anticipated date of completion of this repair is _____ (date). *Waitsfield WILL notify the State in writing when work is complete.

WILL, rather than repair or replace the floor beams, properly post the bridge, within 30 days, for a gross legal weight limit of 8 tons. Anticipated date of posting /weight restriction is _____ (date). *Waitsfield WILL notify the State in writing when work is complete.

OTHER *Reason(s) for non-compliance _____

Printed Name and _____

Signatures: _____

Town of _____

Waitsfield _____

Selectboard _____

DATE: _____



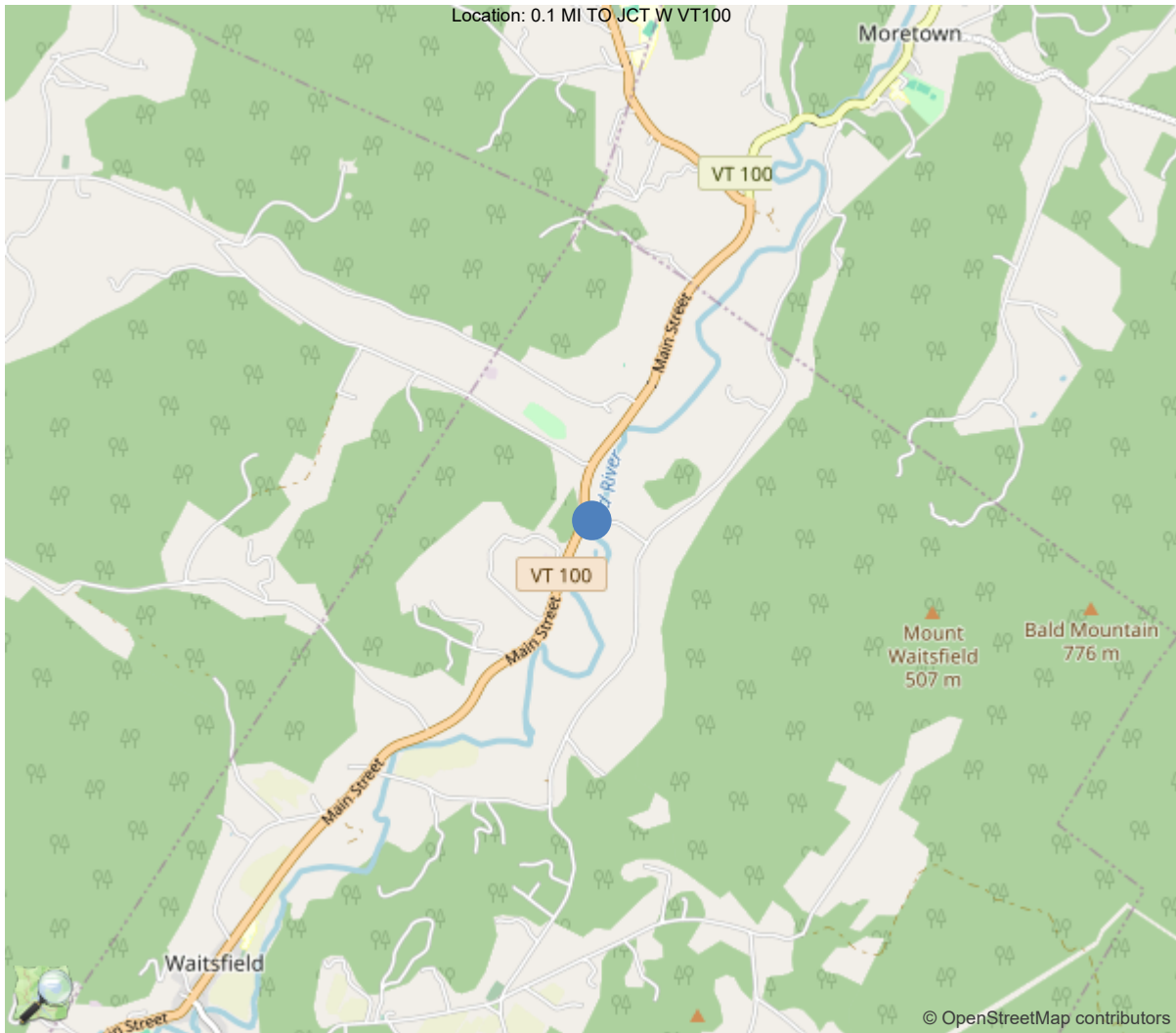


Town: 235 - WAITSFIELD

District 6, 23 - WASHINGTON County

Owner: 3 - Town or Township Highway Agency

Maintenance Responsibility: 3 - Town or Township Highway Agency



44.22023, -72.78909

IDENTIFICATION	
(1) State Names	50 - Vermont
(8) Structure Number	101216002412161
(5) Inventory Route	1
(2) Highway Agency District	6 - District 6
(3) County Code	23 - WASHINGTON
(4) Place Code	75325
(6) Features Intersected	MAD RIVER
(7) Facility Carried	C3008
(9) Location	0.1 MI TO JCT W VT100
(11) Mile Point	0 mi
(12) Base Highway Network	No
(13) LRS Inventory Rte & Subrte	
(16) Latitude	44.2202333333333
(17) Longitude	-72.7890916666667
(98) Border Bridge State Code	
(99) Border Bridge Structure No.	
STRUCTURE TYPE AND MATERIAL	
(43) Main Structure Type	33
Material	3 - Steel
Type	3 - Girder and floorbeam system
(44) Approach Structure Type	00
Material	0 - Other
Type	0 - Other
(45) No. of Spans in Main Unit	1
(46) No. of Approach Spans	0
(107) Deck Structure Type	1 - Concrete Cast-in-Place
(108) Wearing Surface/Protective System	
Type of Wearing Surface	0 - None (no additional concrete thickne
Type of Membrane	0 - None
Type of Deck Protection	0 - None
AGE AND SERVICE	
(27) Year Built	1955
(106) Year Reconstructed	0
(42) Type of Service	15
On	1 - Highway
Under	5 - Waterway
(28) Lane	
On	1
Under	0
(29) Average Daily Traffic	300
(30) Year of ADT	2019
(109) Truck ADT	2 %
(19) Bypass, Detour Length	4 mi
GEOMETRIC DATA	
(48) Length of Maximum Span	78 ft
(49) Structure Length	83 ft
(50) Curb or Sidewalk Width	
Left	0.3 ft
Right	0.5 ft
(51) Bridge Roadway Width Curb to Curb	13 ft
(52) Deck Width Out to Out	13 ft
(32) Approach Roadway Width (W/Shoulders)	21 ft
(33) Bridge Median	0 - No median
(34) Skew	3 Deg
(35) Structure Flared	0 - No flare
(10) Inventory Route Min Vert Clear	99.99 ft
(47) Inventory Route Total Horiz Clear	13 ft
(53) Min Vert Clear Over Bridge Rdwy	99.99 ft
(54) Min Vert Underclear	0 ft
Ref:	
(55) Min Lat Underclear RT	0 ft
Ref:	
(56) Min Lat Underclear LT	0 ft
NAVIGATION DATA	
(38) Navigation Control	0 - No navigation control on w
(111) Pier Protection	
(39) Navigation Vertical Clearance	0 ft
(116) Vert-Lift Bridge Nav Min Vert Clear	0 ft
(40) Navigation Horizontal Clearance	0 ft

CLASSIFICATION	
(112) NBIS Bridge Length	Y
(104) Highway System	0
(26) Functional Class	9 - Rural Local
(100) Defense Highway	0 - The inventory route is not
(101) Parallel Structure	N - No parallel structure exis
(102) Direction of Traffic	3 - One lane bridge for 2 - way traffic
(103) Temporary Structure	
(105) Federal Lands Highways	0 - N/A
(110) Designated National Network	0 - The inventory route is not
(20) Toll	3 - On free road. The structu
(21) Maintain	3 - Town or Township Highway A
(22) Owner	3 - Town or Township Highway A
(37) Historical Significance	5 - Bridge is not eligible for
CONDITION	
(58) Deck	5
(59) Superstructure	4
(60) Substructure	6
(61) Channel & Channel Protection	5
(62) Culverts	N
LOAD RATING AND POSTING	
(31) Design Load	0 - Other or Unknown
(63) Operating Rating Method	1
(64) Operating Rating	
Type	1 - Load Factor(LF)
Rating	25
(65) Inventory Rating Method	1 - Load Factor(LF)
(66) Inventory Rating	
Type	
Rating	15
(70) Bridge Posting	5 - Equal to or above legal loads
(41) Structure Open/Posted/Closed	P - Posted for load (may inclu
APPRAISAL	
(67) Structural Evaluation	4
(68) Deck Geometry	2
(69) Clearances, Vertical/Horizontal	N
(71) Waterway Adequacy	7
(72) Approach Roadway Alignment	6
(36A) Bridge Railings	0 - Inspected feature does not meet
(36B) Transitions	0 - Inspected feature does not meet
(36C) Approach Guardrail	0 - Inspected feature does not meet
(36D) Approach Guardrail Ends	0 - Inspected feature does not meet
(113) Scour Critical Bridges	8 - Bridge foundations determined t
PROPOSED IMPROVEMENTS	
(75) Type of Work	31 - Replacement of bridge or
(76) Length of Structure Improvement	108 ft
(94) Bridge Improvement Cost (Multiply value by 1000)	\$ 470
(95) Roadway Improvement Cost (Multiply value by 1000)	\$ 150
(96) Total Project Cost (Multiply value by 1000)	\$ 620
(97) Year of Improvement Cost Estimate	2020
(114) Future ADT	315
(115) Year of Future ADT	2029

INSPECTIONS *			
(90) Inspection Date			07/30/2024
(91) Frequency			12
(92) Critical Feature Inspection	Done	Freq. (Mon)	Date
A: Fracture Critical Detail	Yes	12	07/30/2024
B: Underwater Inspection	No		
C: Other Special Inspection			
* The inspection date and frequency information in this box contains the current NBI date and frequency information. Please refer to the report header for the date this inspection was conducted.			

Maintenance Needs

Date Reported: 07/15/2022

Priority: 4 - Maintenance Finding - Next Inspection Cycle

Status: Open

Type of Work: 23 - Superstructure - Beam repair

Component: Superstructure

Deficiency Description

Superstructure corrosion continues to progress with heavy rust scaling and pitting present along the lower portions of webs and flanges of rolled beams. Heavy sediment build up is present along the interior lower flange and ends of the floor beams. Two (2) beam system has heavy swaying in the downstream direction with ~3-3/4" of sway measuring off a straight line from end to end. Upstream beam has ~3/4" of beam rotation with the top flange rotating downstream. Beams should be considered for replacement or have repairs completed.

Remarks



~3/4" of Twist on the Upstream End



~3-3/4" of Downstream Sway in Upstream Beam #1

Team Lead: Stephen Piro, Inspection Date: 07/30/2024

Maintenance Needs

Date Reported: 07/30/2024

Priority: 4 - Maintenance Finding - Next Inspection Cycle

Status: Open

Type of Work: 23 - Superstructure - Beam repair

Component: Superstructure

Deficiency Description

Floorbeams continue to corrode with section loss present along the flanges and webs at the ends of each floorbeam with as much as $\sim 1/16"$ where pitting and heavy rust scaling is present. Perforations have formed in floorbeams #0 and #9 on the upstream side and in beams #1 and #3 through #9 on the downstream side with perforations varying in size. Largest perforation is present on the upstream side in floorbeam #9 with $\sim 8"$ in length and $\sim 2"$ in height with an overall corroded area measuring $\sim 12"$ of perforations. Floorbeams need repairs or to be fully replaced in near future.

Remarks



Floorbeam #0 Upstream Perforation



Floorbeam #9 on Upstream Side

Maintenance Needs

Date Reported: 07/30/2024

Priority: 4 - Maintenance Finding - Next Inspection Cycle

Status: Open

Type of Work: 55 - Substructure - Undermining repair

Component: Substructure

Deficiency Description

The downstream side of abutment #1 for ~2/3 total length of the abutment stem has undermining / scouring present with as much as ~2'-6"+ of penetration and ~4 to 6" in depth and no protection present. Scouring and undermining along abutment #1 needs to be repaired to ensure adequate foundation support and prevent further loss of material below structure.

Remarks



~2'-6" of Penetration below Abutment #1



~2'-6" of Penetration below Abutment #1

Deck

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
12	Reinforced Concrete Deck	SF	1079	479	350	250	0
1080	Delamination/Spall/Patched Area	SF	150	0	50	100	0
1120	Efflorescence/Rust Staining	SF	450	0	300	150	0
330	Metal Bridge Railing	LF	166	166	0	0	0
804	Concrete Fascia	LF	166	166	0	0	0

58 - Deck (5 - FAIR CONDITION - all primary structural elements are sound but may have minor section loss, cracking, spalling or scour.)

Reinforced concrete deck is in fair condition nearing poor condition with cracking with efflorescence leakage scattered throughout. Deck underside has fairly large areas of saturation with heavy rust staining present along the underside and a few smaller rust stains scattered around. Top surface of deck has no wearing surface with areas of deep spalling / scaling that are up to 2" in depth with some of these areas having exposed the transverse steel reinforcing. Small unsound asphalt patches have been installed in multiple areas along the top surface spalling with heavy deterioration present.

200 - Existing Wearing Surface Depth (0)

A21 - Deck Wearing Surface Condition

Bare concrete deck has multiple locations with spalling and scaling along the top surface with some as deep as 2". Asphalt patches are scattered across top surface to cover spalling and are in unsound condition with sections missing and are delaminating.

A24 - Deck Curb Condition (Satisfactory)

Concrete curbing is in okay condition having light scrapes and gouges along the roadway surface face. Curbing at ends of structure both upstream and downstream have been broken off and pushed out away from structure.

A38 - Deck Drain Condition (Poor)

Nine (9) steel spout pipe drains are present both upstream and downstream of structure being in poor condition having heavy section loss along the lower sections. Drain #9 near abutment #2 on the upstream side is about to rust off at soffit of deck. Multiple other drains are starting to show signs of sections loss along the upper portions with perforations forming.

A39 - Deck Fascia Condition (Satisfactory)

Concrete fascia is in satisfactory condition having some small cracks and areas of wearing.

B.C.05 Bridge Railing Condition Rating (POOR - Widespread moderate or isolated major defects; strength and/or performance of the component is affected.)

Steel pipe rail that is welded together throughout is in poor condition. Steel pipe is welded to the top flange of the thru rolled beams are in poor condition. Upstream rail is damaged between posts #5 through #10 with heavy bends, broken welds and severed posts.

B.C.08 Bridge Joints Condition Rating (NOT APPLICABLE - Bridge does not have deck joints.)

No joints are present at structure.

APPROACH

72 - Approach Roadway Alignment (6 - Equal to present minimum criteria)

Roadway alignment has slight curve past abutment #1 and has sharp turns past the abutment #2 end.

A13 - Approach Rail Condition (Fair)

Galvanized steel beam rail is in fair condition having a few small scrapes and dents along the face of rail. Upstream side of abutment #2 has heavy bend and rail is pushed out.

A16 - Approach Post Condition (Fair)

Galvanized steel posts with no offsets are in fair condition with every other post missing along the length of the rail. Posts are bent and twisted throughout.

B.C.06 Bridge Railing Transitions Condition Rating (NOT APPLICABLE - Component does not exist.)

No transition rail is present.

Superstructure

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
107	Steel Open Girder/Beam	LF	166	0	106	60	0
1000	Corrosion	LF	166	0	106	60	0
515	Steel Protective Coating	SF	1341	891	0	100	350
3440	Effectiveness (Steel Protective Coatings)	LF	450	0	0	100	350
152	Steel Floor Beam	LF	135	20	75	29	11
1000	Corrosion	LF	115	0	75	29	11
515	Steel Protective Coating	SF	450	300	0	50	100
3440	Effectiveness (Steel Protective Coatings)	LF	150	0	0	50	100
311	Movable Bearing	EA	2	0	2	0	0
1000	Corrosion	EA	2	0	2	0	0
313	Fixed Bearing	EA	2	0	2	0	0
1000	Corrosion	EA	2	0	2	0	0

59 - Superstructure (4 - POOR CONDITION - advanced section loss, deterioration, spalling or scour.)

Two (2) painted steel rolled beams are in fair condition and nearing poor condition having areas of heavy rust scaling along the lower portions of webs and lower flanges. Light pitting is present along the top flange and upper portions of webs where surface corrosion is present. Significant sway in beams is present towards the downstream side with ~3-3/4" of downstream sway in both beams with measurement taken off straight line at midspan. Upstream beam has ~3/4" twist with top flange rotating downstream and bottom flange kicking upstream. Superstructure has protective layer failure along the lower portions where severe build up of sediment / debris is present along the inner lower flanges and lower sections of web with remaining protective layer having widespread peeling, flaking and bubbling causing the initial corrosion of the steel. Lower flanges and lower sections of the webs where sediment and debris build up is present have as much as ~1/16"+ of section loss with the heaviest near the ends of the superstructure over the abutments.

A56 - Floor Beams Condition (Poor)

Ten (10) (Floorbeams #0 through #9) painted steel rolled beam floor beams are now in poor condition having multiple small perforations varying in size from ~1" up to ~8" with heavy rust scaling and deep pitting in surrounding areas along the lower portions of webs that are present in floorbeams #0 and #9 on the upstream side and floorbeams #1, #3 through #9 on the downstream side. Beam #9 on the upstream side has the largest perforation ~8" in length and ~2" in height with an overall corroded area measuring ~12" of perforations. Areas surrounding the perforations and on the beam ends have heavy rust scaling and deep pitting with as much as ~1/16"+ of section loss present due to build up of sediment and continues leakage to structure below.

B.C.07 Bridge Bearings Condition Rating (SATISFACTORY - Widespread minor or isolated moderate defects.)

Sliding steel bearings are present over both abutments with bearings having minor to moderate rust scaling and pitting present. Bearings have severe debris / sediment build and cannot be seen unless cleared off. Interior anchor bolt along the upstream side is severed and no longer in contact.

Substructure

ELEMENTS	DESCRIPTION	UNITS	TOTAL	CS1	CS2	CS3	CS4
215	Reinforced Concrete Abutment	LF	22	14	8	0	0
1120	Efflorescence/Rust Staining	LF	4	0	4	0	0
1130	Cracking (RC and Other)	LF	4	0	4	0	0
218	Other Abutment	LF	19	14	5	0	0
1120	Efflorescence/Rust Staining	LF	5	0	5	0	0
800	Reinforced Concrete Wing/Retaining Wall	EA	2	2	0	0	0
805	Other Wing/Retaining Wall	EA	2	2	0	0	0

60 - Substructure (6 - SATISFACTORY CONDITION - structural elements show some minor deterioration.)

Abutment #1 is in fairly good condition having some light wear and honeycombing along stem. Undermining is present along the downstream portion (~2/3) of stem ~8'+ in length and ~4-6" in depth and penetrates as much ~2'-6"+ below the abutment.

Abutment #2 is in satisfactory condition having some minor cracking and wearing along the downstream portion of stem and concrete bridge seat. Upstream portion of abutment stem is laid up stone with a few stones have shear cracks. A few small stones are used for chinking. Abutments is set and poured on top of ledge.

A71 - Abutment End Walls Condition (Satisfactory)

Reinforced concrete backwalls are in satisfactory condition having some light honeycombing and saturation present.

A77 - Retaining/Wingwall Condition (Satisfactory)

Concrete wingwalls along the abutment #1 side only are in fairly good condition having some light wearing with a few light cracks. Abutment #2 side has laid up stones that are in okay condition having some fairly large voids between stones.

A78 - Abutment Footings Condition (Satisfactory)

Abutment #1 footing is exposed for ~2/3 on the downstream side with scouring and undermining along the front side. Undermining penetrates as deep as ~2'-6" and varies in height of up to ~4-6" in locations. Footing has light surface wearing present.

CHANNEL

61 - Channel Condition (5 - Bank protection is being eroded. River control devices and/or embankment have major damage. Trees and brush restrict the channel.)

Mad River flows straight through structure flowing over gravel, small stone and ledge outcroppings. Minor to moderate undermining along the downstream portion of abutment #1 with ~4 to 6" in height at center of ~10' length of undermining that goes as deep as ~2'-6"+. Small build up of stones are across channel on upstream side of structure due to lower water level. Channel banks are lined with riprap and vegetation and tree growth.

B.C.10 Channel Protection Condition Rating (SATISFACTORY - Widespread minor or isolated moderate defects.)

Abutment #2 is set / poured on ledge and sits out of channel. Abutment #1 has very little protection with some small stone riprap and silt on the upstream side. Downstream side of abutment #1 has scouring / undermining present with no protection present.

B.C.11 Scour Condition Rating (Moderate scour; strength and stability of the bridge are not affected.)

Abutment #1 has minor to moderate scouring along the front face for ~2/3 section of the downstream end. Scouring penetrates as much as ~2'-6"+ in locations with depths as much as ~4-6" varying throughout.

GENERAL OBSERVATION

Team Lead: Stephen Piro, **Inspection Date:** 07/30/2024

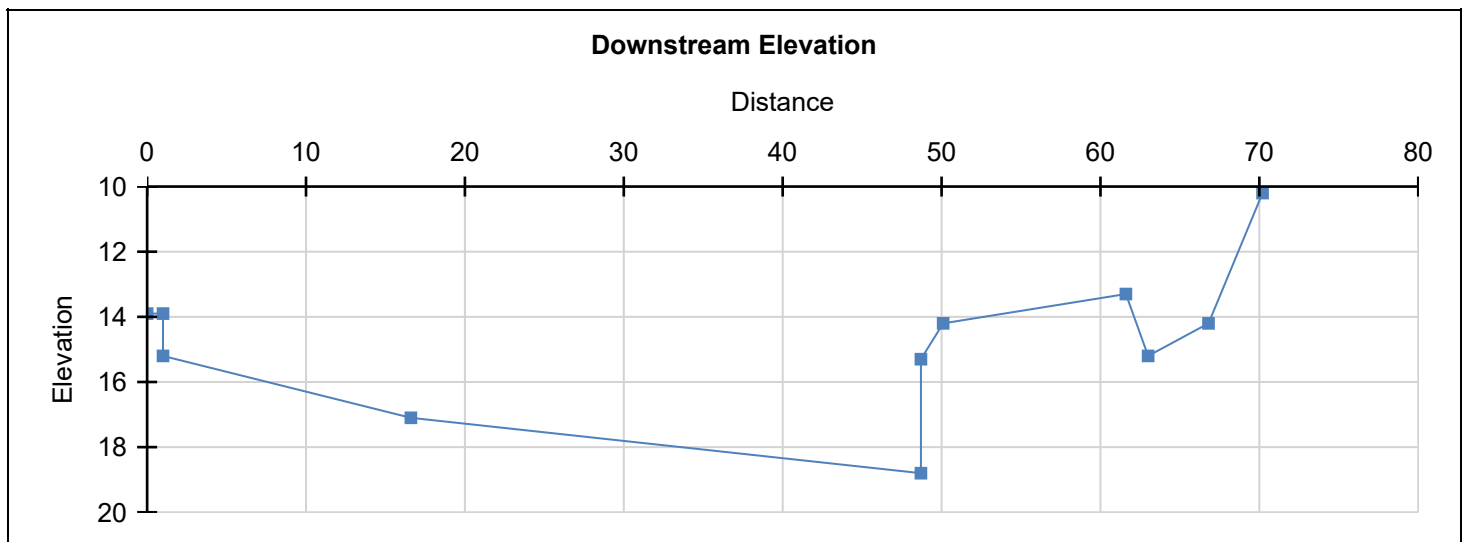
Superstructure corrosion continues to progress with perforations and section loss progressing at the ends of each floor beam on both the upstream and downstream sides. Superstructure is now rated in poor condition. The lower portions along the webs of floorbeams #1, #3, #4, #5, #6, #7, #8 and #9 on the downstream side have perforations present along with floorbeams #0 and #9 on the upstream side. The largest perforation in the web along the steel floorbeams is at beam #9 that continues to corrode and is ~8" in length and ~2" in height along the upstream side with overall size of deteriorated area measuring ~12" in length. Section loss along the lower flanges and floorbeams is ~1/16" + along all surfaces at the ends of the floorbeams. Thru rolled beams have ~3-3/4" sway in beams towards the downstream direction and should be braced to prevent further rotation. Upstream beam has ~3/4" of downstream rotation /twist is present with the upper flange rotating downstream and bottom flange being upstream at midspan. Superstructure needs to have repairs completed or be fully replaced in near future. Undermining along abutment #1 should be filled in to prevent further undermining (see abutment footing for further details).

Team Lead: Stephen Piro, Inspection Date: 07/30/2024

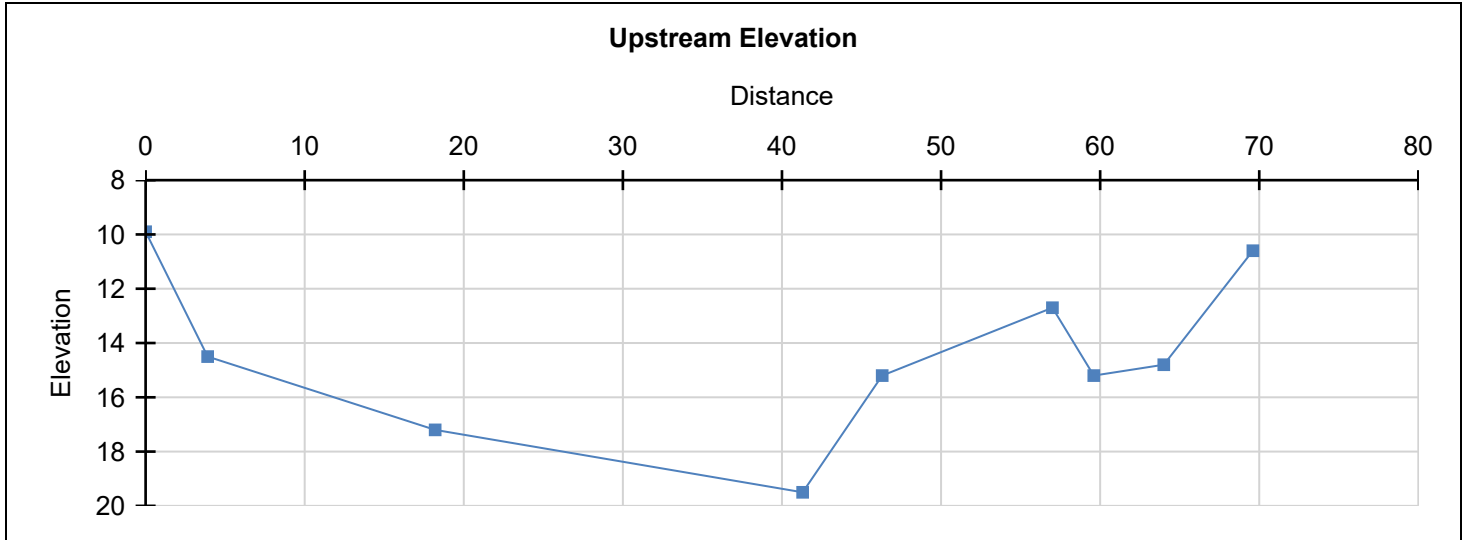
Channel Profile

Waterway Flow: Left to Right (With Stationing)	Top of Water:
Origin: Bottom of Beams (Abutment #1 Stem)	Bottom of Beam:

Station	Distance	Downstream	Upstream
Abutment #1	0	13.9	9.9
Top of Footing	1	13.9	
Bottom of Footing	1	15.2	
Channel Edge	3.9		14.5
Channel Low	16.6	17.1	
Channel Low	18.2		17.2
Channel Low	41.3		19.5
Channel Edge	46.3		15.2
Channel Low	48.7	18.8	
Channel Edge	48.7	15.3	
Top of Ledge	50.1	14.2	
Top of Ledge	57		12.7
Bottom of Ledge	59.6		15.2
Top of Ledge	61.6	13.3	
Bottom of Ledge	63	15.2	
Bottom of Ledge	64		14.8
Bottom of Ledge	66.8	14.2	
Abutment #2	69.6		10.6
Abutment #2 Downstream	70.2	10.2	



Team Lead: Stephen Piro, Inspection Date: 07/30/2024





Truck on Structure



Top Surface of Deck from Abutment #1



Spalling on Top Surface of Deck



Upstream Bridge Rail Post #5 to Post #10



~3-3/4" of Downstream Sway in Downstream
Beam #2



Abutment #1 Scouring / Undermining



Superstructure from Abutment #1



Deck from Abutment #1



Floorbeam #0 Upstream Perforation



Beam #2 from Abutment #1 with Debris Build Up



Beam #1 from Abutment #1 with Debris Build Up



Floorbeam #0 on Downstream Side



Floorbeam #1 on Downstream Side



Floorbeam #3 on Downstream Side



Floorbeam #6 on Downstream Side



Floorbeam #6 on Downstream Side



Floorbeam #6 on Downstream Side



Floorbeam #7 on Downstream Side



Floorbeam #8 on Downstream Side



Floorbeam #8 on Downstream Side



Beam #1 Lower Flange Build up of Material near Abutment #2



Beam #2 Lower Flange Build up of Material near Abutment #2



Beam #2 Lower Flange Build up of Material looking at Abutment #1



Beam #1 Lower Flange Build up of Material looking at Abutment #1



Floorbeam #9 on Upstream Side



Floorbeam #9 on Downstream Side



Downstream of abutment 2



Upstream of abutment 2



Upstream of Abutment 1



Downstream of abutment 1



Downstream elevation



Downstream



Upstream



Upstream fascia



Upstream side of abutment 2



Downstream stream side of abutment 2



Soffit & superstructure facing abutment 2



Abutment 2



Downstream ends of floor beams 4 thru 6



Soffit & superstructure facing abutment 1



Abutment 1



Beam 1 (upstream)



Downstream end of floor beam 7



Beam 2 (downstream)



Upstream elevation



Downstream



Upstream



Abutment 2 approach



Upstream curb at abutment 2



Downstream curb at abutment 2



Downstream approach rail to abutment 2



Upstream approach rail to abutment 2



Wearing surface from abutment 2



Downstream beam & rail from abutment 2



Upstream beam & rail from abutment 2



Upstream rail damage



Upstream rail damage



Upstream beam & rail from abutment 1



Downstream rail from abutment 1



Downstream beam & rail from abutment 1



Upstream curb at abutment 1



Downstream curb at abutment 1



Exposed rebar in deck pot holes



Wearing surface from abutment 1



Downstream approach rail to abutment 1



Abutment 1 approach

From: townadmin@gmavt.net
To: "csullivan@gmavt.net"; "[Brian Shupe](#)"
Subject: FW: Halloween on Old County Rd.
Date: Monday, September 30, 2024 3:59:00 PM

Is this agenda worthy? Seems like it happens annually.

Put in consent agenda for 10/7. Any need to invite Mary to hear more?

*John

From: Mary Simmons <bear@gmavt.net>
Sent: Thursday, September 26, 2024 2:28 PM
To: Waitsfield Town Administrator <townadmin@gmavt.net>
Subject: Halloween on Old County Rd.

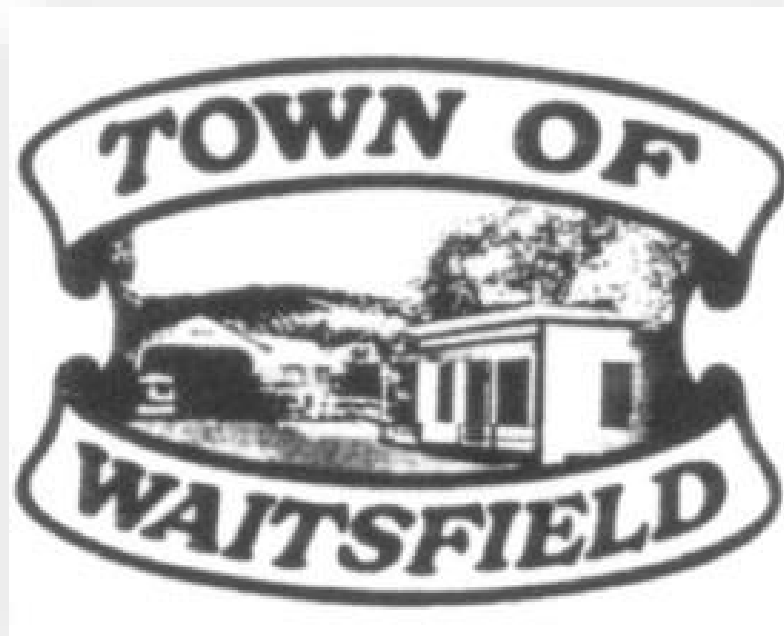
Hi Annie,

I would like to get on the Select Board agenda for an upcoming meeting to request our annual road closure of Old County Rd. from 5:00 - 7:00 on Halloween, Thursday October 31st, 2024.

Thanks!

Mary Simmons
802-522-7761

Property Owner	Property Description	Physical Address	Amount Due	Years Delinquent
Gannon, Marjorie Becker, Estate	3.7 acres	0 Dana Hill Road	\$ 1,510.60	2024



TOWN OF WAITSFIELD, VERMONT PERSONNEL POLICY

(as amended and adopted 7/16/24)

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TOWN OF WAITSFIELD PERSONNEL POLICIES

- I. **PURPOSE:** The following Personnel Policies have been developed in the interest of assuring efficient Town operations, clarifying rules for employee conduct, outlining employee benefits and their implementation, fostering fairness, and promoting high employee morale.

- II. **APPLICABILITY:** These Personnel Policies shall apply to all full- and regular parttime employees of the Town. These policies are not intended to apply to other paid or volunteer, appointed, or elected officials. The Selectboard, which adopts these policies, retains the responsibility for their administration and interpretation.

- III. **STATEMENT OF NON-DISCRIMINATION:** It is the policy of the Town of Waitsfield that no eligible person be excluded from participation in or be denied the benefits of employment with the Town on the basis of race, color, creed, national origin, sex, sexual preference, age, disability, political affiliation or belief. The Town of Waitsfield is an equal opportunity employer and complies with the Americans with Disabilities Act.

- IV. **APPOINTMENT AT WILL:** Employment with the Town of Waitsfield is considered “at will,” and not for any definite period or succession of periods unless otherwise specified by the Selectboard and codified in a contract or other formal work agreement. Employment with the Town may be terminated either by the employee or by the Town at any time without notice except as otherwise provided in these personnel policies, state or federal law, or other contract or employment agreement. Wages or salary and any accrued and unused vacation leave allowable under these Personnel Policies shall be due to the employee only to the day and hour of termination.

- V. **TERMS OF EMPLOYMENT:**
 - a. **Hiring Process** – The Selectboard shall be responsible for all recruitment and hiring. The Selectboard shall be solely responsible for decisions regarding recruitment, internal promotion, advertising, application forms, interview process, and selection.

 - b. **New Hires** – New employees are required to complete form W-4 for payroll tax withholdings and Form I-9 for verification of United States citizenship or proper work authorization prior to starting work, in conformance with federal law.

 - c. **Probationary Period** – All new employees shall be subject to a six-month probationary period, followed by an evaluation by the employee’s supervisor.

444 The probationary period may be extended for an additional period of as much
445 as three (3) months at the request of a supervisor and with approval of the
446 Selectboard. At the conclusion of the probationary period, the Selectboard
447 may choose to extend as described above or terminate at its discretion.
448 Probationary employees are eligible to use earned leave time with the
449 approval of the supervisor or Selectboard.

450

451 **d. Employee Evaluations** – Evaluations shall be done annually, or upon request
452 of an employee or the Selectboard, in a format established by the Selectboard.
453 An evaluation requested by an employee shall be performed no later than 60
454 days after the request is made. The Selectboard may delegate evaluations to an
455 employee’s supervisor.

456

457 **e. Termination Notice** – Employees who voluntarily separate from employment
458 with the Town shall give a minimum two (2) weeks of notice in advance of
459 termination.

460

461 **f. Hours of Work** – Regular work schedules shall be established by the
462 Selectboard. Road Department personnel are required to be on-call and
463 available for winter road work and year-round emergencies. Paid leave,
464 including holidays, sick, and vacation days, shall be counted toward the 40-
465 hour threshold for overtime for non-exempt employees. Paid leave, including
466 holidays, sick, and vacation days, shall be counted as hours of work for the
467 purposes of calculating compensatory time for exempt employees (see Section
468 V.i.). The employee’s hours may be distributed across five workdays or in any
469 combination deemed necessary by the Selectboard or supervisor.

470

471 **g. Overtime** – Non-exempt hourly employees shall be paid overtime at the rate
472 of 1.5 times (“time-and-a-half”) the regular hourly rate for hours of work
473 performed in excess of 40 hours in a one-week pay period.

474

475 **h. Holiday Pay** – In the event an employee is called in to work on a holiday, the
476 rate of pay for actual holiday hours worked shall be equal to 1.5 times the
477 employee’s regular hourly rate, regardless of whether or not the total hours
478 worked in the week exceeds 40 hours.

479

480 **i. Compensatory Time** –For exempt employees, compensatory time will be
481 provided on an hour-for-hour basis for actual hours worked in excess of the
482 employee’s standard work week, provided that an employee’s standard work
483 week is 20 hours or greater.

484

485 **j. Pay** – Pay periods run Sunday to Saturday. Payday will be on Wednesdays on
486 a weekly basis by direct deposit. Time sheets shall be due to the employee
487 processing payroll no later than the close of business on Monday. An
488 employee failing to submit a time sheet may be paid at a rate and amount
489 equivalent to the employee’s normal work week, with any variations deducted

490 from or added to a paycheck(s) to follow. Initial payroll for employees will be
491 staggered by one week.

492
493 **k. Lateness or Absence** – Employees shall notify their supervisor or appropriate
494 colleagues prior to, or as soon as reasonably possible, if they will be late or
495 absent from work. Repeated unexcused lateness or absence from work is
496 grounds for disciplinary action and/or termination.

497
498 **l. Training and Professional Development** – The Town expects that all
499 employees will take advantage of training opportunities approved by the
500 Selectboard or supervisor. Employees will be paid for such time and
501 reimbursed for mileage, meals, etc., when approved in advance by the
502 Selectboard or supervisor.

503
504 **VI. EMPLOYEE BENEFITS:**

505
506 **a. Health Care Benefits** – The Town makes health insurance coverage available
507 to all full-time employees and their families. For the purposes of this section,
508 full-time is defined as an employee with a regular work schedule of 30 hours
509 per week or greater. The Selectboard shall annually determine the amount of
510 the Town’s contribution to health insurance costs, particularly premiums.
511 More information on the health insurance offerings and premium allocations
512 can be found in Appendix C.

513
514 Employees may also elect a waiver of insurance upon demonstration of
515 coverage from another source, and be entitled to a health insurance buy-out.
516 Details on the health insurance wavier and buyout can be found in Appendix
517 C.

518
519 Retiring employees may continue to obtain their health insurance through the
520 Town under a “retiree section” of the Town’s group health insurance, if
521 applicable and available, until they reach the age of Medicare eligibility. An
522 employee who has retired will be expected to pay the full premium and all
523 other costs for this insurance; the Town will provide access only.

524
525 **b. Retirement** – The Town participates in the Vermont Municipal Employees
526 Retirement System, Group B. Participation begins at the start of employment.
527 Currently, employees contribute 5.625% of wages as a payroll deduction and
528 the
529 Town contributes 6.25% of wages (these rates are subject to change by the
530 VMERS Board of Trustees). Details concerning the system are available from
531 VMERS or the Town Treasurer and at vermonttreasurer.gov/vmers

532
533 **c. Deferred Compensation Plan** – The Town offers participation in a deferred
534 compensation plan. This plan is a voluntary retirement savings program,
535 created under federal and state law, enabling government employees to
536 contribute as much as \$23,000 (the allowable amount is determined annually

537 under federal IRS rules) of compensation free from current federal and state
538 income taxes to an investment savings plan. The amount saved accumulates
539 tax-deferred until the plan amounts are distributed (generally after retirement).
540 The plan is regulated by the Internal Revenue Code Section 457 and state law.
541 Details concerning the program the Town offers are available from the Town
542 Treasurer.

543
544 **d. Life and Long-Term Disability Insurance** – The Town offers participation
545 to qualified employees (as determined by the insurer’s application process) in
546 a \$25,000 life insurance program and a 60% disability income program.
547 Details about the program the Town offers are available from the Town
548 Treasurer.

549
550 **e. Uniforms** – Road Department employees are provided with uniforms on a
551 weekly basis.

552
553 **f. Commercial Drivers Licenses** – Road Department personnel shall be
554 responsible for maintaining a valid Commercial Drivers License in accordance
555 with state law. After three years of employment with the Town, the Town will
556 pay for license renewals necessary for operation of Town equipment, less
557 standard operator’s license charges.

558
559 **g. Benefit Distribution for New Employees** – Coverage under the benefits
560 described in this section may not apply immediately. The Town’s health
561 insurance buyout may not be issued until an employee has successfully
562 completed his or her probationary period.

563
564 **VII. EMPLOYEE LEAVE:**

565
566 **a. Sick Leave** – An employee may accrue as many as 48 hours (six days) of sick
567 leave each fiscal year. For the purposes of this policy, a standard day of sick
568 leave is the equivalent of eight hours and a standard work week 40 hours. For
569 exempt employees whose regular work week consists of less than 40 hours on
570 average, but is greater than 20 hours per week on average, the total number of
571 sick leave hours accrued shall be prorated based upon the average percentage
572 of hours worked in a standard work week. For example:

- 573
574 1. If an employee works 34 hours per week on average, the accrual rate
575 would be calculated this way: $34.0/40.0 = 0.85$.
576 2. The prorated number of sick leave hours would be calculated this way:
577 $48 \text{ hours} \times 0.85 = 40.8 \text{ hours}$ (or 5.1 days) of sick leave per year. For
578 ease of administration, numbers should be rounded up or down to the
579 nearest whole number. In the example, 40.8 hours would become 41
580 hours.

581
582 The table provides examples based on common and/or current work
583 schedules.

<u>Average Hours per Week</u>	<u>Accrual Rate</u>	<u>Sick Hours</u>	<u>Sick Hours Accrued</u>
40.0	1.00	48.0	48.0
34.0	0.85	40.8	41.0
30.0	0.75	36.0	36.0
20.0	0.50	24.0	24.0

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An employee may use sick leave for an illness or injury that prevents the employee from performing the employee's job duties. An employee may also use sick leave to attend the following appointments that cannot be held outside normal working hours:

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- A medical appointment
- An appointment eligible for short-term family leave under the provisions of the Vermont Parental and Family Leave Act (21 V.S.A. § 472a).
- A funeral not eligible under the bereavement leave section of this policy.
- Any other appointments authorized in advance by the employee's supervisor.

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Upon separation from employment, an employee will not be compensated for unused, accrued sick leave.

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If an employee is sick, but has no accumulated sick leave, vacation time may be applied; if no sick or vacation time is available, unpaid leave may be taken. No more than 30 days of sick leave may be carried over into a new year. As of January 1st of each year, any accumulated sick leave over 30 days shall be transferred to vacation days at a rate of 50%, with the remaining 50% portion forfeited.

606

- b. Vacation** – For the purposes of this policy, a standard day of vacation leave is the equivalent of eight hours. For exempt employees whose regular work week consists of less than 40 hours on average, but is greater than 20 hours per week on average, the total number of vacation leave hours accrued shall be prorated based upon the average percentage of hours worked in a standard work week.

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For example:

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1. If an employee works 34 hours per week on average, the accrual rate would be calculated this way: $34.0/40.0 = 0.85$.
2. The prorated number of vacation leave hours would be calculated this way for an employee working 34 hours per week in the first year of employment: $80 \text{ hours} \times 0.85 = 68 \text{ hours}$ (or two weeks) of vacation leave per year. For ease of administration, numbers will be rounded up to the nearest whole number.

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The table provides examples based on common and/or current work schedules:

		Hours accrued per year or years of service¹				
Average Hours/Week	Accrual Rate	1st (80 hours)	2nd (104 hours)	3rd & 4th (120 hours)	5th to 10th (144 hours)	11th+ (160 hours)
40.0	1.00	80 hours	104 hours	120 hours	144 hours	160 hours
34.0	0.85	68 hours	89 hours	102 hours	123 hours	136 hours
30.0	0.75	60 hours	78 hours	90 hours	108 hours	120 hours
20.0	0.50	40 hours	52 hours	60 hours	72 hours	80 hours

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Vacation leave shall accumulate by the month, in proportion to the number of hours in the employees' regular work week. Employees beginning work on or before the 15th of the month shall be credited with a full month of service for the purposes of this section. Employees terminating on or after the 16th of the month shall be credited a full month of service for the purposes of this section. No vacation time may be taken during an employee's probationary period without approval of the Selectboard or the employee's supervisor. No more than 30 days of vacation leave may be accumulated, without the advance approval of the Selectboard.

All vacation leaves must be approved in advance by the employee's supervisor. Use of accrued vacation leave by employees of the Road Department during the winter maintenance season from November 15 to April 15, may be denied or limited depending upon expected weather conditions, and may be subject to conditions such as being subject to call-in, restriction from travelling out of state during such leave, or restriction from taking multiple consecutive days off.

¹ The hours listed in the column header are the base number of hours per year. An employee whose work week is 40 hours and is in his or her 5th year of employment with the Town would be eligible to accrue 144 hours, or 18 eight hour days, of vacation leave per year. This could be added to the vacation time accrued and carried from year to year up to the maximum of 240 hours, or 30 days, per year as outlined in this section.

655 Upon termination of employment an employee will be entitled to be paid for
656 all accumulated vacation time at the rate of pay the employee is receiving at
657 the time of termination. Unused vacation leave will only be paid at the
658 termination of employment.

659
660 **c. Compensatory Time** – Compensatory time shall be available to salaried,
661 exempt employees at a rate described in V.i. Compensatory time leave may be
662 taken during an employee’s probationary period subject to approval from the
663 employee’s supervisor. Employees are strongly encouraged to use
664 compensatory time within the same quarter in which it is earned. No more
665 than 40 hours of compensatory time may be carried over from one fiscal year
666 into the next. Unused compensatory time shall not be paid to an employee
667 upon termination of employment.

668
669 Non-exempt employees: Compensatory time is not offered to non-exempt
670 employees in lieu of overtime pay for overtime hours worked. However, an
671 employee may take time off within the same workweek in order to avoid
672 incurring an overtime obligation, following approval of a supervisor.

673
674 **d. Holidays** – There are 11 paid holidays per year. The paid holidays are as
675 follows: 1) New Year’s Day (January 1st); 2) Martin Luther King Day (3rd
676 Monday in January);
677 3) President’s Day (3rd Monday in February); 4) Memorial Day (last Monday
678 in
679 May); 5) Independence Day (July 4th); 6) Juneteenth (June 19th); 7) Labor Day
680 (1st Monday in September); 8) Columbus Day (2nd Monday in October); 9)
681 Veteran’s Day (11th of November); 10) Thanksgiving Day (4th Thursday in
682 November); and 11) Christmas Day (December 25th).

683
684 **e. Unpaid Leave** –Requests for leaves of absence without pay for any reason
685 other than those covered by federal or state law must be submitted in writing
686 to the Selectboard or an employee’s supervisor and must set forth the purpose
687 for which the leave is requested. All leave requests must be for a definite
688 period of time and include a specified date of return. If a leave of absence
689 without pay is granted, the employee may, at the Town’s sole discretion,
690 continue the employee’s health plan coverage by paying the required premium
691 in accordance with the payment schedule established by the Town. Other
692 employee benefits (e.g. sick leave, vacation, seniority, etc.) will not accrue
693 during an unpaid leave period that exceeds 30 days.

694
695 **f. Short-term Leave** – An employee is eligible for short-term leave if s/he has
696 been employed by the Town for at least one (1) year for an average of at least
697 30 hours per week. In accordance with 21 V.S.A. § 472a, eligible employees
698 may be entitled to take unpaid leave not to exceed four (4) hours in any 30-
699 day period and not to exceed 24 hours in any 12-month period for any of the
700 following purposes:

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- 702 • To participate in preschool or school activities directly related to
703 the academic educational advancement (such as a parent-teacher
704 conference) of the employee's child, stepchild, foster child, or ward who
705 lives with the employee;
- 706 • To attend or accompany the employee's child, stepchild, foster
707 child, or ward who lives with the employee or the employee's parent,
708 spouse or parent-in-law to routine medical or dental appointments;
- 709 • To accompany the employee's parent, spouse or parent-in-law to
710 other appointments for professional services related to their care and well-
711 being; • To respond to a medical emergency of the employee's child,
712 stepchild, foster child, or ward who lives with the employee or the
713 employee's parent, spouse or parent-in-law.

714
715 At the option of the employee, accrued paid leave may be used. Before taking
716 leave under this section an employee shall make a reasonable attempt to
717 schedule appointments outside of regular work hours. An employee shall
718 attempt to provide the Town with the earliest possible notice of the intent to
719 take short-term family leave.

720
721 **g. Bereavement Leave** – Employees may take up to two days off in the event of
722 the death of a member of their immediate family (parent, spouse, children),
723 three hours off for a local funeral, and up to one day off for a non-local funeral
724 of a member of their extended family, with pay. Such leaves are subject to
725 approval by the Selectboard.

726
727 **h. Jury Duty** – Employees will be given paid leave and receive their base salary
728 for any time served on jury duty.

729 730 **VIII. EMPLOYEE DISCIPLINE AND GRIEVANCES:**

731
732 **a. Reasons for Disciplinary Actions** – The Town may take personnel action for
733 the following reasons:

- 734
735 1. Unsatisfactory work performance;
736 2. Misuse of funds, supplies or equipment;
737 3. Refusal or failure to abide by policies or instructions of a supervisor or
738 the Selectboard;
739 4. Other conduct which is inconsistent with the normal expectations of
740 public service.

741
742 **b. Disciplinary Action** – Any or all of the following disciplinary actions may be
743 taken by the Selectboard, depending upon the severity of the circumstances
744 involved:

- 745
746 1. Verbal or written reprimand;
747 2. Placement on probationary employment status; 3. Suspension with or
748 without pay;

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4. Termination.

- c. **Procedure for Disciplinary Action** – Any disciplinary action may be initiated by the Selectboard or supervisor. Notice of the action and the reasons therefore shall be in writing, and shall be given to the employee involved.
- d. **Response to Disciplinary Action** – Employees who are subject to disciplinary action may request a hearing before the Selectboard. Such requests should be in writing and presented to the Selectboard Chair within 10 working days after notice of the action.
The Selectboard shall hear the employee’s grievance within 30 days of receipt. Action of the Selectboard shall be final.

IX. EMPLOYEE RECORDS: Personnel files for each employee shall be kept by the Town Clerk. Personnel files are open to the Selectboard but not to the general public. An employee may review his/her file in the presence of a member of the Selectboard or its designee. It is the responsibility of the Selectboard to maintain the files, determine what kinds of information should be included therein, and for how long.

X. EMPLOYEE CONDUCT:

- a. **General Obligations.** Every employee shall fulfill to the best of his or her ability the duties and responsibilities of the employee’s position. The employees shall, during their hours of duty, be subject to such other laws, rules, and regulations that pertain thereto, and devote their full attention and efforts to their office and employment.
- b. **Political Activity.** An employee shall not use his or her official authority for the purpose of interfering with or affecting the nominations or election of any candidate for public office in the Town of Waitsfield. This rule is not to be construed to prevent a town employee from becoming or continuing to be a member of any political party or from attending political meetings or signing petitions for a candidate for public office.
- c. **Contracts.** No elective or appointive officer or employee of the Town of Waitsfield shall be beneficially interested directly or indirectly in any contract with the Town, regardless of amount; or furnish any material, or perform any labor, except in the discharge of his or her official duties, unless such contract shall have been awarded upon bids advertised for by publication or by discretion of the Selectboard. No officer or employee of the Town shall take part in any decision concerning the business of the Town in which he or she has a direct or indirect financial interest, aside from his or her salary as an officer or employee, greater than any other citizen or taxpayer in the Town. This section shall not apply in the event of an emergency where immediate action shall be deemed more important to the Town than the receipt of formal bids.

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- d. Health and Safety.** The Town of Waitsfield recognizes that its employees are among its most important assets. As such, the Town strives to provide a safe and healthy workplace for all employees.

Employees are responsible for following all safety procedures associated with their duties. If an employee is unsure of how to do a particular task safely, he or she should seek further instruction from his or her supervisor. Each employee is also obligated to report all unsafe or unhealthy working conditions to his or her supervisor. It is the responsibility of each supervisor to monitor and assist employees in the safe performance of duties. An employee who sustains a work-related injury or illness should report it immediately to his or her supervisor. A “First Report of Injury” form will be completed by the supervisor or employee and a copy given to the employee.

Safe and healthy behaviors at work are an expected part of each employee’s job performance. Employees and their dependants are encouraged to participate in health promotion activities and to avail themselves of the services provided through the Employee Assistance Program (1-800-287-1273).

- e. Substance Abuse.** Working under the influence of alcohol or controlled substances in the workplace may endanger the public, co-workers, and the employee and result in poor or inaccurate job performance and will not be tolerated. Employees who experience alcohol or drug abuse problems are expected and encouraged to seek assistance in the treatment of their problems. Such employees may, without fear of reprisal, seek guidance from supervisors, the Town Administrator, or the Employee Assistance Program.

Employees shall not manufacture, possess, distribute, or use controlled substances in the workplace. Employees shall not report to work or work under the influence of alcohol or controlled substances unless the drug is prescribed by a duly licensed physician or dentist.

An employee who manufactures, possesses, or distributes a controlled substance in the workplace shall be subject to disciplinary action such as, but not limited to, oral reprimand, written reprimand, suspension, required participation in a drug abuse assistance or rehabilitation program, or dismissal. An employee who reports for work under the influence of alcohol or controlled substances, or who consumes or uses such substances while at work, may be dismissed immediately. As a condition of employment, employees must abide by the terms of this policy. An employee who is convicted of a drug statute crime occurring at the workplace shall inform the Town in writing within five calendar days of such conviction. The Town Administrator or the Town Clerk will notify any federal agency in writing with which the Town has a grant on which the convicted employee was working within 10 calendar days of receiving such notice from the affected

843 employee, including the employee's title and identification number(s) of each
844 affected grant. The Town will take appropriate personnel action, as proscribed
845 above, within 30 days of receiving notice of a conviction from an employee.
846 Page

847

848 **f. Smoking and Tobacco Use.** It is the policy of the Town of Waitsfield that the
849 use of tobacco products in the workplace is prohibited except in designated
850 areas and in accordance with the Smoking and Tobacco policy in Appendix A.

851

852 **g. Prohibition of Harassment.** The Town of Waitsfield will not tolerate
853 unlawful harassment, including insulting, degrading, or exploitative treatment
854 of another employee or a non-employee on the basis of their race, gender,
855 religion, national origin, age, disability, color, ancestry, place of birth, or
856 sexual orientation, or any other protected status defined by law.

857

858 The Town of Waitsfield will address complaints regarding harassment committed in
859 the workplace by employees against non-employees and by non-employees (such as
860 vendors, customers, board members, and other workplace visitors) against employees
861 to the fullest extent possible. Harassment involves behaviors that are viewed as
862 offensive or harassing. Examples include the following: insulting comments of a
863 sexual, racial, or religious nature or references to an individual's age, sexual
864 orientation or disability; aggressive bullying behaviors; unwelcome sexual advances;
865 requests for sexual acts or favors; inappropriate physical contact or gestures; physical
866 assaults or contact that substantially interferes with an individual's work performance
867 or creates an intimidating, hostile or offensive working environment; retaliation
868 against an employee for complaining about the behaviors described above or for
869 participating in an investigation of a complaint of harassment; and/or other verbal or
870 physical conduct of harassing nature. Retaliation against an employee for making a
871 complaint of harassment or for cooperating with an investigation of harassment is
872 unlawful and will not be tolerated.

873

874 An employee subject to harassment is encouraged to report it before it becomes
875 severe or pervasive. Any employee who has a complaint of sexual harassment at
876 work by anyone, including supervisors, co-workers, or visitors, must bring the
877 problem to the attention of his or her immediate supervisor or the Selectboard or their
878 authorized representative. If the complaint involves someone in the employee's direct
879 line of command, the employee may go directly to the Selectboard with the
880 complaint. A prompt, thorough, and impartial investigation will be conducted and
881 employee confidentiality will be protected to the fullest extent possible. The
882 determination of whether or not a particular action constitutes harassment shall be
883 made from the facts on a case-by-case basis. In determining whether alleged conduct
884 constitutes harassment, the supervisor or Selectboard shall look at the record as a
885 whole and at the totality of the circumstances, such as the nature of the behavior and
886 the context in which the alleged incidents occurred. If harassment is found to exist,
887 prompt corrective action shall be taken. Employees who violate this policy will be
888 subject to disciplinary action up to and including discharge. See also Appendix B.

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XI. ADOPTION: These Personnel Policies were revised by the Selectboard on July 22, 2024 and replace the policies approved on June 2, 2023.

Appendices:

- A. Smoking and Tobacco Policy
- B. Sexual Harassment Policy
- C. Position listing – exempt/non-exempt, salaried/hourly, etc.
- D. Health Insurance



**TOWN OF WAITSFIELD
EMORANDUM**

TO: Waitsfield Selectboard
FROM: Sandra Gallup, Assistant Town Treasurer
DATE: October 3, 2024
SUBJECT: Refund and Down Payment Return for China Fun Waste Water Loan

During the FY24 Audit it was found that China Fun Waste Water Loan was paid off in August of 2023. This early payoff was caused by their prepayments of \$30,000 on their principal balance in 2020 and 2021. We continued to receive their \$225.06 monthly payment for 13 months after the loan was paid in full. Therefore we need to refund China Fun \$2,925.78 for this overpayment on their loan.

Also, because the loan is paid in full we need to return their \$2,700.72 down payment which they paid in 2017.

These refund amounts have been provided by our auditors and we need to clear up this overpayment on the China Fun loan.

Please approve the payment of \$5,626.50 (\$2,925.78 + \$2,700.72 to China Fun which is included in this week's Warrant.

Let me know if you have questions or require additional information.



Congratulations on being one of the first Vermont towns to adopt the Declaration of Inclusion! By adopting the Declaration, you have taken the first step toward an even more inclusive and welcoming community.

I am Patti Lancaster, the newest member of the citizen group that began this effort in 2020. My role is to follow the progress each town has made in implementing their Declaration.

As you know, one goal of adopting the Declaration is to encourage economic growth in our communities by welcoming new residents to replenish Vermont's aging workforce, to bring the creativity and energy of new ideas and voices to our communities and, just maybe, to induce our children and grandchildren to continue to make Vermont their permanent home.

Enclosed is a very brief survey which includes examples of steps some towns have taken to implement their commitment to Inclusion and Diversity. We would very much appreciate if you would take a few moments to fill it out. A stamped addressed envelope is enclosed for your convenience.

For a look at a way in which Vermont is using the adoption and implementation of the Declaration of Inclusion by so many towns in its recruitment efforts, you can visit the Think Vermont GROW initiative of the Department of Tourism website. It is designed to encourage people thinking about moving from another state to Vermont.

<https://thinkvermont.com/?s=declaration+of+inclusion>

Thank you for your good work!

Patti Lancaster
For the Declaration of Inclusion Initiative