

TOWN OF WAITSFIELD
SELECTBOARD MEETING
Monday, December 16, 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. Liquor License Renewal - Scrag and Roe
 - 2. Appoint Caitlin Ennis (Fayston) to fill unexpired (2026) Library Trustee term until Town Meeting Day 2025
 - 3. Conservation Commission budget request for FY 2026
 - 4. Designate a Liaison to State Ethics Commission
 - 5. Budget
 - 6. Select Board Roundtable
 - 7. Consent Agenda:
 - a. Approve Warrants and Bills Payable
 - b. Approve Minutes 11/25 and 12/2
 - c. Approve Farley Park Contract(s)
 - 8. Executive Session
 - a. 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
 - b. Enter Executive Session pursuant to 1 V.S.A. § 313 (a) (3) [Personnel]
- V. Other Business.**
 - 1. Correspondence/reports received
- VI. Adjourn.**

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

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

Meeting ID: 820 5611 7089

By phone: 1 (929) 205-6099

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

ALL TIMES ARE APPROXIMATE

Christine Sullivan, Chair of the Waitsfield Select Board.

The Joslin Memorial Library Board of Trustees currently has a vacant position on the board. One of our members, Sally Reisner, is stepping down for health reasons. Her term does not expire until March, 2026.

We would like to suggest Caitlin Ennis of Fayston to complete this term. She is an active patron of the library, including bringing her children to Story Hour and other children's activities.

Please advise us of the process. Does the Select Board appoint someone to fill the vacancy?

Thank you,

Jean Joslin, Board Chair

12/12/24

RECEIVED

DEC 13 2024

TOWN OF WAITSFIELD



Waitsfield Conservation Commission Meeting

Minutes

November 18, 2024

Members Present: Bob Cook, James Donaldson, Bruno Grimaldi, Phil Huffman, Ted Joslin, Leo Laferriere, Curt Lindberg, Chris Loomis, Gail O'Keefe

Members Absent: None

Others Present: Brian Shupe (Selectboard)

The meeting was called to order by Curt at 6:30 pm. The meeting was held in person at the Town Offices and remotely via Zoom.

1. Welcome, Agenda Review:

No adjustments were made to the agenda.

2. Public Input:

No members of the public were present.

3. Review/Approve Minutes:

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

4. Fairgrounds Assessments and Updates:

Curt reported that the County forester had not yet finished his report, so his attending a CC meeting was postponed until January. Curt also noted that the ecological assessment and bird habitat study will be ready by the end of the year, and that Mead Binhammer from VLT will be at the CC's December meeting with a trail report.

Brian explained that no Selectboard actions have been taken place regarding uses of the fairgrounds portion of the newly secured Fairgrounds property, and that the Board would like to study the various assessments when they available. He outlined some of the concepts he is interested in potentially pursuing for the property.

Brian also indicated that he had conversations with Hadley Gaylord regarding preventing his cows from accessing the river; Hadley has expressed that he would need some guarantee of

continued use of the property before investing in fencing to keep the animals restricted. It was agreed that further communication with Hadley in order to secure a written agreement should be pursued; Phil offered to be part of those conversations.

5. Update on Farley Memorial Park Planning:

Brian provided some background, noting that the Friends of Virginia Farley group had raised money for park design and a stone bench installation. Proposals for the work have been provided and approved by the Selectboard; Brian apologized for not bringing this information to the CC for consideration before placing the matter on a Selectboard agenda. The CC members indicated their support for the plans and moving forward with the projects. Phil confirmed that collaboration between the CC and the Friends group is ongoing; he also suggested that a site visit be scheduled before there is snow cover, so that plans can be visualized to allow for planning to take place in the winter months.

6. Potential Path Alignment for VT 100 Corridor:

There was a discussion held as a follow up to Misha Golfman's request at the previous meeting that the CC consider allowing the use of the Austin Walk as a segment of the VT 100 Corridor Multi-Use Path which is in the planning stages. He had provided suggested wording for a recommendation to the Selectboard by the CC.

Chris made a related motion that indicated the CC express support to the Selectboard for actual improvement of the Austin Walk; others were more comfortable with supporting the completion of a study regarding the possibility of such development, and after some further discussion, Chris withdrew his motion.

MOTION: *After an original motion was made and seconded, two amendments were proposed, seconded, and approved, leading to a vote on a final motion to communicate to the Selectboard that 'the Conservation Commission supports the Active Transportation Corridor Committee's study of the feasibility of utilizing the Austin Walk to develop a trail that meets Adaptive Standards, with any associated trail development subject to local, VTrans, and other State permitting requirements.'* The motion passed unanimously.

7. Scrag Mountain Trail Update and Sinuosity Work:

James reported that Mariah (Sinuosity) has completed flagging the Phase 2 and Phase 3 trail alignments, and is working on developing an outline of probable costs (OPC) for use in grant applications. James outlined the route that the proposed trail takes, noting that near the top it runs into sugar line crossings, which is something that will either need to be worked through with Dave Gavett or adjusted to remove or minimize any interference with the lines. Chris indicated that he would be able to provide a shape file of the sugaring lease area to help in

determining that there are no taps outside the section of the Town Forest approved in the lease.

James also spoke of a proposed spur to the beaver pond, explaining that foot traffic to the pond in a new location would likely cause degradation such as exists at the spot where people currently tend to approach the pond. It was agreed that a better plan would be to direct hikers to a lookout point above the pond where a view of the water and beaver lodge could be accessed. Bob suggested that a viewing platform at the currently used access point might be part of the solution.

James then outlined that the grant cycle for the Recreation Trails Program (RTP) is opening, and that Mariah had also pointed him to a reimbursement program of the Land Water Conservation Fund (LWCF). He noted that he was not optimistic about receiving much funding from either program, as it appears that the RTP program has only \$150K allocated for non-motorized use and there will likely be many groups applying, and there are multiple requirements involved in qualifying for the LWCF monies. However, he confirmed that he will move forward with an application to RTP for the lower portion of the trail, and will look more closely at what is needed to apply for the LWCF program. He noted that the OPC information from Mariah will be useful in this process.

8. Tri-Town Conservation Commission Meeting Highlights:

This item was postponed.

9. UN Convention on Biological Diversity Meeting:

This item was postponed.

10. Financial Matters and 2025/2026 Budget Planning:

Bruno outlined the status of the operating budget, noting that there are funds available which should be spent by the end of the fiscal year in June. He reported on expected tap lease receipts, which are increasing over time as the number of taps increases; Chris explained that tap lease amounts are outlined in the lease agreement, and requested a couple of years' worth of data to verify that numbers are correct.

Bruno proposed that the CC's budget amounts for the coming year replicate those for the current year; the rest of the members were in agreement.

MOTION: *Bruno made a motion to recommend to the Selectboard that the CC budget for the 25-26 fiscal year consist of \$5K for the CC general fund, \$40K for the Conservation fund, and \$10K for invasive species control. The motion was seconded by Ted, and passed unanimously.*

10. Other business:

- Next meeting: The next meeting will be held on December 16, 2024.
- December meeting – Review of Wu/Fairgrounds Trail Network with Mead Binhammer
- Native tree planting and terrestrial invasives survey

Phil noted that a 3-month extension on the VOREC grant deadline has been approved, which allows for further dialog with the Community Recreation Visioning group. The next forum is planned for January 8, 2025.

During the meeting, Leo inquired about minutes being posted to the web site, and where the minutes are permanently stored. Brian noted that he will look into this matter.

Also earlier in the meeting, Leo announced that he has spoken with Brandon Benedict, who is interested in deciphering the notations on the large elm tree cross section by the Town Office entryway, which will be developed into a display. Leo pointed out that the tree began growing in 1609.

11. Executive Session

A motion to enter Executive Session for the purpose of discussing real estate per 1 V.S.A. §313(a)(2) passed unanimously.

The meeting entered Executive Session at 8:08 pm and returned to open session at 8:21 pm.

12. Adjournment

The meeting adjourned at 8:21 pm.

Respectfully submitted,
Carol Chamberlin, Recording Secretary

From: [Christine Parisi](#)
To: [Waitsfield PZA](#)
Subject: Fwd: Vermont State Ethics Commission
Date: Monday, December 16, 2024 11:51:40 AM

And this email...

From: "Delaney, Peggy" <Peggy.Delaney@vermont.gov>
To: "Delaney, Peggy" <Peggy.Delaney@vermont.gov>
Cc: "Sivret, Christina" <Christina.Sivret@vermont.gov>
Sent: Monday, December 2, 2024 2:11:15 PM
Subject: Vermont State Ethics Commission

Greetings from the Vermont State Ethics Commission,

We are reaching with a reminder that, pursuant to [Act 171](#), municipalities are required to appoint an Ethics Liaison to serve as a point of contact with the Ethics Commission. Section 24 V.S.A 1995(e) states, "Each municipality, acting through its legislative body, shall designate an employee as its liaison to the State Ethics Commission. If a municipality does not have any employees, the legislative body shall designate one of its members as its liaison to the State Ethics Commission." The requirement goes into effect until January 1, 2025.

If you are municipality that has already appointed an Ethics Liaison, please reach out to Peggy Delaney at this email address (ethicscommission@vermont.gov) with their name and contact information. We will add them to our list for future communications from the Ethics Commission.

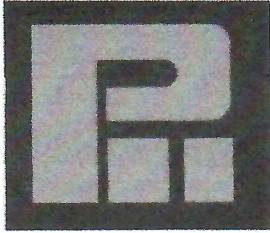
Christina Sivret
Executive Director
Vermont State Ethics Commission
(802) 828-7187
<https://ethicscommission.vermont.gov>

**Draft Waitsfield Road/Public Works Budget
12/16/2024**

Item	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY26 Budget	Change (FY25 to FY26)	% Change	Notes:
<u>Labor</u>								
Salaries	\$ 176,770.00	\$ 231,257	\$ 209,573.92	\$ 245,858				
Overtime	\$ 23,831.25	\$ 22,984	\$ 26,200.05	\$ 30,732				
Sub-total	\$ 200,601.25	\$ 254,241	\$ 235,773.97	\$ 276,590				
<u>Equipment Operations/Repairs</u>								
Road Department Insurance	\$ 9,100.50	\$ 9,500	\$ 10,221.75	\$ 10,673	\$ 10,673	\$ (0)		Need to check this number
Gas	\$ -	\$ 3,000	\$ 4,236.26	\$ 3,000	\$ 3,500	\$ 500	16.7%	
Oil, Grease, and Filters	\$ 11,281.98	\$ 5,000	\$ 6,065.01	\$ 5,000	\$ 6,000	\$ 1,000	20.0%	
Diesel	\$ 38,530.11	\$ 30,000	\$ 31,811.74	\$ 32,000	\$ 35,000	\$ 3,000	9.4%	
2020 International Dump Truck	\$ 1,674.66	\$ 1,500	\$ 2,813.71	\$ 1,500	\$ 1,500	\$ -		
2021 Tandem (Dump Truck)	\$ 628.55	\$ 1,500	\$ 1,283.30	\$ 1,500	\$ 1,500	\$ -		
2021 GMC 3500	\$ 4,057.67	\$ 1,500	\$ 590.85	\$ 2,000	\$ 2,000	\$ -		
2010 Low Pro Truck	\$ -	\$ -	\$ 420.00	\$ -	\$ -	\$ -		Shows as fy2024 actual but not on budget
2009 John Deere Loader	\$ 4,866.14	\$ 3,000	\$ 2,118.83	\$ 3,500	\$ 3,500	\$ -		
Ford Chloride Truck	\$ 489.10	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -		
2021 John Deere Grader	\$ 420.73	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ -		
2021 Cat Backhoe	\$ -	\$ 500	\$ 2,640.02	\$ 1,000	\$ 4,500	\$ 3,500	350.0%	Needs new tires @ \$3,500
2018 HV Truck (Low-Pro)	\$ 1,290.89	\$ 2,500	\$ 3,445.55	\$ 2,500	\$ 2,500	\$ -		
Ventrac	\$ -	\$ -	\$ 399.07	\$ 1,000	\$ 1,000	\$ -		
Roadside Mower	\$ 4,607.42	\$ 3,000	\$ 3,500.28	\$ 3,000	\$ 3,000	\$ -		
Steel Pole Saw/Chainsaw	\$ 102.15	\$ 300	\$ 413.96	\$ 1,200	\$ 1,200	\$ -		
Garage Repairs	\$ 3,090.58	\$ 2,500	\$ 2,335.63	\$ 2,500	\$ 2,500	\$ -		
Garage Trash Removal	\$ 2,071.00	\$ 2,040	\$ 1,896.00	\$ 2,244	\$ 3,000	\$ 756	33.7%	
Uniforms Services	\$ 6,812.20	\$ 5,400	\$ 8,980.81	\$ 3,500	\$ 3,500	\$ -		Split into two lines last year for uniform service (contract) and boots/sweatshirts (purchase)
Uniforms Materials	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ -		See above
Heat	\$ 4,060.95	\$ 4,000	\$ 3,985.43	\$ 4,000	\$ 4,000	\$ -		
Telephone	\$ 2,217.74	\$ 2,600	\$ 2,600.64	\$ 2,600	\$ 2,600	\$ -		
Electricity	\$ 1,750.98	\$ 1,900	\$ 229.44	\$ 1,900	\$ 1,900	\$ -		
Garage Supplies/Hardware	\$ 4,178.90	\$ 4,500	\$ 4,970.22	\$ 4,500	\$ 4,500	\$ -		
Chipper/Rake	\$ 1,293.72	\$ 1,000	\$ 798.86	\$ 2,500	\$ 2,500	\$ -		
Alarm System	\$ 377.00	\$ 1,000	\$ 252.00	\$ 1,000	\$ 1,000	\$ -		
Water Service	\$ 592.87	\$ 630	\$ 590.00	\$ 630	\$ 630	\$ -		
Plow Blades and Shoes.	\$ 5,863.25	\$ 8,500	\$ 9,082.86	\$ 8,500	\$ 10,500	\$ 2,000	23.5%	Cost has gone up/need several new blades
Tire Chains [New]	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000		New line item
Sub-total	\$ 109,359.09	\$ 98,370	\$ 105,682.22	\$ 107,247	\$ 118,003	\$ 10,756	10.0%	
<u>Hired Equipment and Labor</u>								
Grading	\$ -	\$ 300	\$ 460.00	\$ 300	\$ 300	\$ -		
Contract Services	\$ 150.00	\$ 12,000	\$ 9,675.00	\$ 12,000	\$ 12,000	\$ -		
Sub-total	\$ 150.00	\$ 12,300	\$ 10,135.00	\$ 12,300	\$ 12,300	\$ -	0.0%	
<u>Materials</u>								
Salt	\$ 45,587.74	\$ 50,000	\$ 31,356.35	\$ 50,000	\$ 50,000	\$ -		
Sand	\$ 45,447.12	\$ 56,000	\$ 65,278.00	\$ 68,000	\$ 75,000	\$ 7,000	10.3%	Cost increases have been anticipated in past years due to Bolton pit closure
Chloride	\$ 14,791.08	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	\$ -		

**Draft Waitsfield Road/Public Works Budget
12/16/2024**

Crushed Gravel	\$ -	\$ 30,000	\$ 27,538.50	\$ -	\$ -	\$ -		Town created a reserve fund with a \$15,000 allocation last year, crushing is anticipated in fy2027
Stone	\$ 8,043.70	\$ 10,000	\$ 9,860.00	\$ 12,000	\$ 15,000	\$ 3,000	25.0%	
Culverts	\$ 10,230.03	\$ 10,000	\$ 9,986.54	\$ 10,000	\$ 15,000	\$ 5,000	50.0%	
Guardrails	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 1,000	\$ (500)	-33.3%	
Tools	\$ 2,752.67	\$ 6,500	\$ 5,521.45	\$ 4,000	\$ 5,000	\$ 1,000	25.0%	
Signs	\$ 644.50	\$ 2,000	\$ 1,186.38	\$ 1,500	\$ 1,500	\$ -		
Fabric	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -		
Cold Patch, Hay, and Seed	\$ 4,400.04	\$ 8,000	\$ 2,346.99	\$ 8,000	\$ 8,000	\$ -		
Waste Blocks	\$ -	\$ 1,000	\$ 990.00	\$ 1,000	\$ 1,500	\$ 500	50.0%	
Sub-total	\$ 131,896.88	\$ 192,000	\$ 154,064.21	\$ 173,000	\$ 189,000	\$ 16,000	9.2%	
Miscellaneous								
Fayston Winter Agreement	\$ 11,174.00	\$ 12,595	\$ 12,595.65	\$ 11,848	\$ 12,500	\$ 652	5.5%	
Sidewalk Maintenance/Repairs	\$ -	\$ 2,500	\$ 61.82	\$ 2,500	\$ -	\$ (2,500)	-100.0%	Nothing is anticipated; should discuss sidewalk maintenance
Tree Cutting	\$ -	\$ 1,000	\$ -	\$ 500	\$ -	\$ (500)	-100.0%	Insignificant amount/delete line?
Bridge Repairs	\$ 206.22	\$ 4,000	\$ 3,616.64	\$ 1,000	\$ 1,000	\$ -		
Gravel Pit Management	\$ 160.00	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -		
Pavement Sealing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Ineffective/delete line?
Culvert and Road Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Delete?
Line Painting	\$ 3,323.00	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ -		
North Road Culvert	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Delete
Street Lights	\$ 5,518.34	\$ 5,000	\$ 5,722.82	\$ 5,700	\$ 5,700	\$ -		
Bridge Lights	\$ 189.14	\$ 800	\$ 309.91	\$ 800	\$ 800	\$ -		
Radios	\$ -	\$ 500	\$ 335.58	\$ 350	\$ 2,000	\$ 1,650	471.4%	Several replacements needed
Training	\$ 30.01	\$ 250	\$ 40.00	\$ -	\$ 500	\$ 500		
MRGP/State Roads Permit	\$ 1,765.00	\$ 1,800	\$ 1,350.00	\$ 1,850	\$ 1,850	\$ -		Anticipate CDL for 4th crew member
Sub-total	\$ 22,365.71	\$ 33,445	\$ 24,032.42	\$ 29,548	\$ 29,350	\$ (198)	-0.7%	
Section TOTAL	\$ 464,372.93	\$ 590,356	\$ 529,687.82	\$ 598,686				Update personnel line for total



PIKE INDUSTRIES, INC.

249 Granger Rd., Barre, VT 05641
AN EQUAL OPPORTUNITY EMPLOYER

Phone: 802/223-3002
Fax: 802/223-3175

ESTABLISHED 1872

To: Town Of Waitsfield, VT	Contact: Charles Goodman III
Address: 4144 Maine Street Waitsfield, VT 05673	Phone:
	Fax:
Project Name: Waitsfield, Town Of 2025	Bid Number:
Project Location: Bridge Street And East Warren Road, Waitsfield, VT	Bid Date: 11/26/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. Reclaim, Pav Base & Top; Bridge To Joslin Hill Intersection					
1A	Full Depth Reclaim - Starting At Joslin Hill Intersection And Ending At The Covered Bridge 27' Wide X 1750' Long	5,250.00	SY	\$3.45	\$18,112.50
1B	Machine Pave - Starting At Joslin Hill Intersection And Ending At The Bridge, 27' Wide X 1750' Long. 2.5" Base Course (750 Ton, Type II), 1.5" Wearing Course (440 Ton, Type III).	1,190.00	TON	\$91.60	\$109,004.00
Total Price for above 1. Reclaim, Pav Base & Top; Bridge To Joslin Hill Intersection Items:					\$127,116.50
2. Pav Shim/Wearing Course; Joslin Hill Intersection : Town Line					
2	Machine Pave - Starting At Joslin Hill Intersection And Ending On East Warren Road At The Town Line. (23' Wide X 3.5 Miles). 1/2" Leveling Shim Course (1350 Ton, Type IV), And 1.5" Wearing Course (4000 Ton, Type III).	5,350.00	TON	\$90.82	\$485,887.00
Total Price for above 2. Pav Shim/Wearing Course; Joslin Hill Intersection : Town Line Items:					\$485,887.00

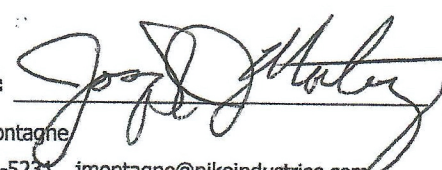
Notes:

- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website:
<http://www.reob.com>
- Bid Price valid for 15 days.

Payment Terms:

Net 30 days

615

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Pike Industries, Inc. VT</p> <p>Authorized Signature: </p> <p>Estimator: Joseph Montagne (802) 249-5231 jmontagne@pikeindustries.com</p>
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Contact:

Tyler Whitcomb
603-548-8729 CELL

Fax #
802-655-0320



QUOTE

Date:	11/13/2024
Job/Project:	Town of Waitsfield - 2025 Paving

Quote Sent To: Town of Waitsfield, VT
4144 Main Street, Waitsfield, VT 05673

Contact Phone: 802-349-6084

Contact: Charlie Goodman

Email or Fax: ceg3@goodmanconstructionvt.com

Frank W. Whitcomb Construction Corporation shall provide the following material and services at stated prices:

Item No.	Description	Quantity	Unit	Unit Price	Extension																									
4.000	PAVING	7,145	TON	\$98.22	\$701,781.90																									
10.000	RECLAIMING	4,580	SY	\$1.15	\$5,267.00																									
TOTAL					\$707,048.90																									
<p style="text-align: center;"><i>Shim</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 15%;">3/4" - 1" Avg.</td> <td style="width: 15%;">Base 1.5"</td> <td style="width: 15%;">Top 1.5"</td> <td style="width: 25%;"></td> </tr> <tr> <td>LOCATION:</td> <td>TYPE IV</td> <td>Type II</td> <td>Type III</td> <td>TONS</td> </tr> <tr> <td>BRIDGE STREET (1,650 x 27)</td> <td></td> <td>425</td> <td>420</td> <td>845</td> </tr> <tr> <td>EAST WARREN ROAD (18,550 x 24)</td> <td>2,150</td> <td></td> <td>4150</td> <td>6,300</td> </tr> <tr> <td colspan="4"></td> <td style="border: 1px solid black;">7,145</td> </tr> </table>							3/4" - 1" Avg.	Base 1.5"	Top 1.5"		LOCATION:	TYPE IV	Type II	Type III	TONS	BRIDGE STREET (1,650 x 27)		425	420	845	EAST WARREN ROAD (18,550 x 24)	2,150		4150	6,300					7,145
	3/4" - 1" Avg.	Base 1.5"	Top 1.5"																											
LOCATION:	TYPE IV	Type II	Type III	TONS																										
BRIDGE STREET (1,650 x 27)		425	420	845																										
EAST WARREN ROAD (18,550 x 24)	2,150		4150	6,300																										
				7,145																										

Additional Comments:

MOBILIZATION AND DEMOBILIZATION
 RS-1 EMULSION INCLUDED BETWEEN EXISTING PAVEMENT
 BUTT JOINTS AND SWEEP PRIOR TO PAVING
 TRAFFIC CONTROL AND FLAGGING INCLUDED
 RECLAIMING INCLUDES ROADWAY RECLAIM AND ROLLING OF RECLAIMED MATERIAL
 GRADING BEHIND RECLAIMER PERFORMED BY THE TOWN
 FINAL ROLLING OF GRAVEL WILL BE PERFORMED BY FWWCC PRIOR TO PAVING BASE COURSE
 TRANSITIONAL GRINDING OF PAVEMENT INCLUDED WHEREVER NEW PAVEMENT TIES INTO EXISTING

714.

**ALL PRICING SUBJECT TO VTRANS ASPHALT PRICE ADJUSTMENT SPECIFICATION
 PRICING BASED OFF NOVEMBER 2024 INDEX OF \$593/ TON**

EXCLUSIONS:

SHOULDER GRAVEL AFTER PAVING
 EXCAVATION OF PAVEMENTS OR GRAVELS PRIOR TO PAVING
 TOWING OF VEHICLES PARKED ON SIDE OF ROADWAY
 LINE STRIPING
 FINE GRADING OF RECLAIMED PORTION OF BRIDGE STREET
 ROADWAY MAINTENANCE OF BRIDGE STREET BETWEEN RECLAIMING AND PAVING
 CENTERLINE STAKES OR MARKOUT PRIOR TO PAVING ON BRIDGE STREET

Any applicable sales tax will be added to quoted price. The above quotations shall not be binding unless this contract is accepted by purchaser by signing and delivering the same to Frank W. Whitcomb Construction Corporation within 30 days. If by no fault of this Corporation, this contract is not performed within the construction year April - November 2025, the Corporation reserves the right to adjust this quotation.

Purchaser shall make interim payments for materials furnished or work performed in accordance with estimates or billings. Final payments shall be made within 30 days after completion of the work or delivery of the materials covered by this contract.

A MONTHLY FINANCE CHARGE OF 11/2% per month on a balance of \$500.00 or less (which results in an ANNUAL PERCENTAGE RATE OF 18%); or A MONTHLY FINANCE CHARGE OF 1% on a balance over \$500.00 (which results in an ANNUAL PERCENTAGE RATE OF 12%) will be charged on all past due balances. If the purchaser is in default under any of the terms of this contract, the purchaser shall be liable, in addition to all other sums, for the cost of collection including reasonable attorney's fees.

PURCHASER
BY: _____

SIGNATURE: _____

FRANK W. WHITCOMB CONST. CORP
BY: TYLER WHITCOMB

SIGNATURE:

TALL GRASS LLC - VIRGINIA FARLEY RIVERSIDE PARK PROJECT CONTRACT

This Contract ("Agreement") was made and entered into on December 9th, 2024 by and between the Town of Waitsfield Conservation Commission ("Client") and Tall Grass LLC ("Artist"), collectively referred to as "Parties."

1. Scope of Work:

This scope is for the design and installation plan for a stone bench at the Virginia Farley Riverside Park in Waitsfield, VT. The park was established as a tribute to Virginia's lifelong pursuit of saving land, cherishing the natural world and inspiring conservation leadership. The park land along the Mad River was one of numerous land parcels Virginia helped conserve during her time at the Vermont Land Trust. Virginia's family and friends who helped fund this project envisioned the park including a stone bench somewhere on the site and that would mimic a famous Irish stonework called the Poul nabrone Dolmen found in the Burren, County Clare, which was a favorite gathering spot for an exchange group of U.S. and Irish land conservation professionals that Virginia co-organized.

Objectives for the bench design and composition include:

- Serve as a place for visitors to pause and enjoy, contemplate, engage with its natural and cultural surroundings.
- Encourage curiosity and wonderment about the relationship between humans and nature.
- Mimic the Poul nabrone Dolmen found in the Burren, County Clare, Ireland.
- Connect with a theme of the overall park design relating to the children's book "Miss Rumphius."
- Thoughtful placement of a commemoration of Virginia's life work.
- Location that meets setback and floodplain delineations.
- Natural character and materials with minimal maintenance needs and that will be resilient in the event of flooding of the site.
- Coordinate design and installation plan for bench with overall master plan for the park developed by Knauf Landscape Architecture.

Material Selection: to mimic the stone of the Poul nabrone Dolmen, we will use weathered limestone, or the closest visual match that is available from local Vermont sources.

Design & Build: this will be a mortarless, drystone construction. Artist does not usually use saws to cut stone unless absolutely necessary, and instead shape our stone with hand tools. Artist prefers using hand tools as much as possible because it reduces dust and noise.

Total cost estimate: \$7,000 - \$10,000

2. Services:

- a. Artist agrees to build stonework for Client at the following location:

Virginia Farley Riverside Park, Waitsfield, Vermont

- b. Artist will provide the labor, services, equipment, materials, and other items required to complete the Work. The Work is described in the Contract Supplement, which is attached hereto and made a part of this Agreement by reference.

- c. Artist agrees to complete the Work in accordance with any applicable plans and specifications as contained herein, as the same may be modified in accordance with the terms of this agreement, and in a workmanlike manner, meeting all local and state building codes, as applicable.

- 3. Timeframe:** The work under this agreement is expected to commence and be completed during the summer of 2025, in alignment with the park's dedication scheduled for Fall 2025. The exact timeline will be contingent upon the final plan as determined by the Client.

The Artist agrees to provide the Client with regular updates on project progress to ensure alignment with the agreed schedule and facilitate timely completion.

4. Artistic Control:

- a. Artist agrees to develop and create the stonework in consultation with the Client. The Artist agrees to create the Work in conformity with the final design agreed-upon by Client. However, Parties agree that in creating the Work, the Artist shall have the sole discretion to embody the final design in any manner the Artist considers artistically necessary.
- b. Plans, Drawings, Specifications and copies prepared for use in construction under this agreement are the property of Artist. Artist retains all common Law and statutory rights to these Plans, Drawings and Specifications. Client agrees that these documents will not be used on any other project.

5. Change Orders:

- a. Any changes to the scope of work must be agreed upon by both Parties in writing. No change to this Agreement shall be made without mutual agreement and a written Change Order signed by the Artist and Client identifying the change, the cost of the change, and the effect on the project schedule. Any additional work will be charged at an agreed upon rate and will be added to the total cost of the project.
- b. The Client shall not give instructions or orders directly to the Artist's employees or to Subcontractors or material suppliers.

6. Client's Responsibilities:

- a. Client affirms that Client has the right to enter into this Agreement and has the right to contract for the project contemplated herein.
- b. Client shall not interfere with or permit others to interfere with, stop, hinder, or delay the completion of the Work except as provided under this Agreement.
- c. Client shall neither hire nor retain separate artists or contractors, subcontractors, employees or agents to perform the Work contemplated hereunder or to work upon the job site while the work is being performed by the Artist.

7. Payment: In exchange for the services herein above described:

- a. Artist has provided Client with a Firm Bid for the Work. Client will pay to Artist the Contract Price in installments consisting of an initial payment and a final payment.
- b. Initial Payment: a deposit of \$4,000 will be paid to the Artist upon signing of this contract.
- c. Final Payment: Upon completion of the Work, Artist will submit to the Client an application for final payment, at which time Client will remit to Artist the entire unpaid balance of the contract amount.
 - i. Making of final payment constitutes waiver of all Claims by Client against Artist except those Claims previously made in writing and delivered to Artist and those obligations otherwise provided by this agreement or by operation of Law.
 - ii. The acceptance of final payment by Artist shall constitute a release by Artist of known Claims against Client arising out of this contract except those Claims

which (1) Have been made in writing and identified by Artist as not having been settled at that time, or (2) Are based on fraud or misconduct by Client.

- iii. Artist agrees to provide lien waivers, if requested, upon receipt of final payment of all sums due to Artist.
 - iv. If completion of the Work is delayed unreasonably at no fault of Artist, Artist shall be entitled to final payment for all Work completed (including Retainage) without prejudice to the right of Artist to complete the Project at a later date and without prejudice to the right of Client to make Claims against Artist for Defects in Work completed
- d. Interest: Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at an annual rate of 10 percent.
- i. Interest will begin to accrue 7 days after payment is due.
 - ii. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.
 - iii. Payment of interest does not abrogate or replace any other rights Artist may have under this agreement.
 - iv. Any interest which remains unpaid at the end of any 30-Calendar Day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

8. Indemnification: Client shall indemnify and hold Artist from and against liability, claims, damages, losses, costs and expenses, including but not limited to court costs and attorney's fees, (whether or not litigation is commenced) arising out of or resulting from performance of the Artist's work under this contract, including, but not limited to claims, damages, losses or expenses attributable to bodily injury, illness or death, or injury to or destruction of tangible property, to the extent caused by the acts or omissions of the Artist, its agents, representatives and anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnity shall not be applicable to the extent such injury, damage or other claim results solely from the negligent act or omission of Artist.

9. Unforeseen Conditions and Acts of God:

- a. Artist shall not be held responsible for reasonable delays or reasonable additional, unexpected costs caused by an existing, concealed condition that may be revealed during construction.
- b. This agreement is subject to Force Majeure, including, without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, acts of military or civil authority, national emergencies, riot, wars, or other delays beyond the reasonable control of the parties. Artist shall not be held responsible for reasonable delays caused by such events, but agrees to resume work in a timely manner upon removal of the cause of such delay.

10. Field Conditions:

- a. If any concealed structure, water, power, waste, drain or gas line is uncovered or revealed during construction which is not as indicated in the Contract Documents or is inconsistent with information provided by Client, Artist shall promptly, and before any such structure or line is disturbed or damaged (except in an Emergency), notify Client.

Artist shall submit a Claim for a Change Order which covers the additional cost incurred as a result of such structure, water, power, waste, drain, or gas line uncovered or revealed during construction.

- b. Differing site Conditions
 - i. Artist shall promptly, and before the conditions are disturbed, give a written notice to Client on encountering unforeseeable conditions adversely affecting the Work. Client shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to Artist or the time required for performing any part of the Work and were not reasonably foreseeable by an experienced Artist, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
 - ii. If concealed or unanticipated conditions require a change in the Plans or Specifications, Client will issue a Change Order modifying the Contract Documents, Contract Price and Contract Completion Date, if any.
 - iii. Anything in this contract notwithstanding, Artist is entitled to rely on express or implied representations concerning site conditions made by Client and those employed by Client regardless of whether those representations are made in Contract Documents or otherwise.

11. Warranties and Guarantees: Artist warrants that all work performed will be free from defects due to faulty material or workmanship.

12. Default:

- a. The occurrence of any of the following shall constitute a material default under this agreement:
 - i. The failure of Artist to commence the work as herein provided;
 - ii. The failure of Artist to deliver the Services in the time and manner provided for in this agreement;
 - iii. The failure of Artist to perform any of its obligations under the Documents which form a part of this contract;
 - iv. The insolvency, bankruptcy, assignment for the benefit of creditors of either party;
 - v. The failure to make payment when due.
- b. Remedies on Default:
 - i. In addition to any and another rights available according to law, if either party defaults by failing to substantially perform any material provision, term, or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this agreement if the default is not cured within seven days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.
 - ii. If the Artist persistently or repeatedly fails or neglects to carry out the Services in accordance with the contract Documents or otherwise to perform in accordance with this contract and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Client may, without prejudice to any other remedy the Client may have, terminate the Artist and finish the Artist's Work by whatever method the Client may deem expedient. If the unpaid balance of the contract Sum exceeds

the expense of finishing the Artist's Work and other damages incurred by the Client and not expressly waived, such excess shall be paid to the Artist.

- iii. If the Client fails to perform its obligations under this contract, Artist may give Client notice of said failure. The notice shall describe with sufficient detail the nature of the default. If Client does not cure the default within seven (7) days after receipt of said notice, Artist may terminate this agreement and receive payment for all work properly performed by Artist under the terms of this agreement.
- iv. Upon receipt of written notice of termination, the Artist shall:
 1. Cease operations as directed by the Client in the notice;
 2. Take actions necessary, or that the Client may direct, for the protection and preservation of the Work

13. Right to Photograph and Video the Work: Client shall permit Artist, without compensation or consideration to Client, to take photographs and video at the project site of both completed work and work in progress, for purposes including, but not limited to, publications in newspapers, magazines, and other print media, use in broadcast media, publication online, and use in marketing materials used by Artist. Such photographs, videos, and any accompanying descriptions shall not identify Client or the property address of the project without the express written consent of Client.

14. Entire Agreement: This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

15. Waiver: No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Amendment: This Agreement may be modified or amended only if made in writing and signed by both parties

18. Applicable Law: This Agreement shall be governed by the laws of the State of Vermont.

19. Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. Binding Effect: This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Client

Signature: _____ Date: _____

Print Name: _____

Artist (Tall Grass LLC)

Signature: _____ Date: _____

Print Name: _____

ENGAGEMENT LETTER

Brian Shupe
c/o Waitsfield Selectboard
Waitsfield, VT
RE: Tardy Parcel, Route 100

Dear Brian,

I. THE PARTIES. This Engagement Letter ("Letter"), dated on December 16, 2024, confirms requested by:

Client: Town of Waitsfield, Vermont with a mailing address of Route 100, Waitsfield 05674, ("Client") and agrees to hire

Service Provider: Knauf Landscape Architecture with a mailing address of 38 Eastwood Drive, Suite 301, S. Burlington, VT 05403 ("Service Provider").

II. SERVICES PROVIDED. The Service Provider is required to provide the following:

Landscape Architecture for Phases 1-3 as outlined in the Proposal dated November 11, 2024

Hereinafter known as the "Services."

III. FEES. For the Services, the Client shall pay the Service Provider: (check one)

- \$150 / Hour.
- \$9460 as a total amount for the Services.
- Other: \$80/hour for computer drafting. Total cost for drafting services is included in the line above.

In addition, the Client may be charged for any administrative fees, filings, or any other costs directly or indirectly related to the Services.

IV. RETAINER. As part of this Letter, the Client agrees: (check one)

- A Retainer Payment is **Required**. The amount shall be \$ due and payable at the time of signature. The Retainer Payment shall be: (check one)
 - Refundable
 - Non-Refundable
- A Retainer Payment is **Not Required**.

V. PRIMARY CONTACT (CLIENT). The primary contact for the Client regarding the Services mentioned in this Letter shall be:



Individual's Name:
Phone:
E-Mail:

VI. TERMINATION. The Services shall terminate: (check one)

- Upon completion of the Services.
- On the end date of , 20
- Written notice by either party of day(s).
- Other.

VII. ADDITIONAL TERMS.

The Client shall be required to provide accurate information to the Service Provider in a timely manner. If any information produced by the Client is not accurate the Service Provider shall be held harmless from any legal, financial, or other liability as a result of such information.

IN WITNESS WHEREOF, the Client and Service Provider agree to the terms and conditions contained in this Letter.

Client's Signature Date

Service Provider's Signature Date





11/22/24
Mad River Valley Planning District
P.O. Box 471, Waitsfield VT
05673

To: Dr. Sunny Eappen, President and CEO, University of Vermont Health Network
Dr. Stephen Leffler, President and COO, University of Vermont Medical Center

The Selectboards of the Towns of Fayston, Waitsfield and Warren, and the Mad River Valley Planning District, are writing to express our deepest concerns regarding the recent decision to close the Central Vermont Medical Center (CVMC) Family Medicine branch located at the Mad River Valley Health Center in Waitsfield. This clinic provides essential services to the Mad River Valley communities and is a critical resource for Valley residents.

The sudden and unexpected announcement to close the facility has resulted in a great deal of public anxiety and uncertainty and raises important questions about our community's future access to healthcare. With no public transportation options available to take Valley residents to Waterbury, closing the MRV Health Center will be especially hard on our most vulnerable residents and potentially undermine public health and safety in Valley towns.

We respectfully request further details about the factors that informed this decision and would appreciate the opportunity to participate in any discussions regarding the status of this facility.

Thank you for your attention to this matter.

Sincerely,

Town of Warren

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Town of Fayston

Town of Waitsfield

Mad River Valley Planning District



Cc: Governor Phil Scott
Senator Ann Watson
Senator Andrew Perchlik
Senator Ann Cummings
Representative Dara Torre
Representative Candace White
Owen Foster, Chair, Green Mountain Care Board
Susan Barret, Executive Director, Green Mountain Care Board