

**Meeting of the Waterbury Select Board
Monday July 17, 2023
Steele Community Room, 28 North Main Street**

Attendees: A. Johnson, D. Kehlmann, R. Clapp, M. Bard, K. Sweeney, Select Board; T. Leitz Manager, K. Petrovic, Clerk

Public Attendees: C. Viens, H. Shepard, S. Whitney, A. Scharf, A. Lewis, G. Dillon, D. Allen, G. Peters, L. Walton, MK Monley, G. & C. Barber, J. Corrado, K. Hough, L. Scagliotti - Waterbury Roundabout, R. Muse Library Director

Attending by Zoom: M. Gulyas, A. Mondlak, ORCA Media, C. Gloor, N. Hultstrom, J. Brown, M. Culberson, Emil, M219157, S. Dalley

The meeting was called to order by R. Clapp at 7:00pm

Approve Agenda: D. Kehlmann moved to approve the agenda. A. Johnson seconded the motion. T. Leitz requested an Executive Session at the end of the meeting to discuss a legal matter. **D. Kehlmann moved to approve the amended agenda, K. Sweeney seconded the motion, a vote was held and passed unanimously.**

Consent Agenda: K. Sweeney made a motion to approve the Consent Agenda. A. Johnson seconded the motion; a vote was held and passed unanimously.

Flood Update: The Towns of Stowe, St. Albans and S. Burlington all sent staff and equipment to Waterbury to assist in clean-up efforts which hopefully can be reimbursed from FEMA. Thank you to the Waterbury Roundabout for outreach and communication. Thank you for the library where folks can go for resources. The volunteers are pivoting from large scale clean-up crews to more specific tasks. Organizers will need to continue to use the Steele Community Room. Public is encouraged to use waterburyhelp@gmail.com to communicate needs. There have now been over 1,000 responses! Volunteers have been going to neighboring communities to help there as well. Volunteer staff were able to reach Harwood Unified School Superintendent M. Lechlitter who confirmed Facilities Manager R. Daigle could loan/lend equipment and expertise the school has regarding mold mitigation. If there are hazardous waste materials in someone's basement, they are encouraged to call a professional cleaning company to assist with clean-up efforts. There is a statewide conversation regarding flooding and how to implement change to avoid future floods. The Select Board will keep informed about this as it evolves.

Public: H. Shepard who resides on Jenny Davis Road stated the culvert at Farr's Field was not upsized when the State recently did work along the Route 2 corridor. He suggests using this event as an opportunity to identify weak spots and make necessary repairs. He strongly believes the Winooski Street Bridge needs attention.

MK Monley thanked all the volunteers for their efforts.

L. Scagliotti asked why the large numbers were placed on houses? This was for Vector Trucks/volunteers/FEMA to identify homes more easily. Delays in the post office have been

noted – follow up confirmed staffing issues due to flooding and vacations. There are some folks in Moretown who need assistance and are we helping? Volunteers confirmed folks have been dispatched to other towns to help with clean-up efforts.

Permission to Apply for Grant Funds related to Implementing Portions of the Parks Study: T. Leitz reviewed some of the ways the Town could use this grant money if awarded such as an ADA accessible trail at Hope Davey Park allowing easier access to the soccer and baseball field as well as the playground. This is a matching grant with applications due in September. The matching funds could be placed in the 2024 budget for work to be completed then. **K. Sweeney made a motion to grant Municipal Manager T. Leitz permission to apply for the grant. M. Bard seconded the motion, a vote was held and passed unanimously.**

Dog Bite Hearing: A. Mondlak reviewed details regarding two incidents that took place in a neighborhood off Stowe Street involving “Chester” a 50lb 1 ½ year old mixed breed male dog. As ACO A. Mondlak does not have enforcement power so the Select Board must decide if Chester requires restrictions. The Board reviewed the details of the incidents and spoke to A. Scharf (Chester’s owner) as well as J. Corrado (neighbor) and K. Hough (owner of one victim). Chester is not muzzle trained. Owner and neighbor disagree on the fence that contains Chester in the backyard. State Law does require dogs to be licensed and wear tags even on private property. After hearing from the parties involved that wished to speak the Board tabled the discussion in order to enter Deliberative session at the end of the meeting.

MOU with Rotary: A. Lewis presented an updated MOU with minor changes to the language around the Town of Waterbury’s \$5,000 contribution to read more flexibility allowing Rotarians to request additional funds. Additionally, item #20 the Town will be responsible of maintaining a reservation calendar. **A. Johnson made a motion to approve the MOU between the Waterbury Rotary and the Town of Waterbury and authorized Municipal Manager T. Leitz to sign the amended MOU. A vote was held and passed 4-1 with M. Bard obtaining.**

Tree Care Ordinance: T. Leitz stated there was one response to the outreach which has been addressed (a typo) and the question of whether a 7-member board is appropriate. **K. Sweeney moved to adopt the Tree Care Ordinance as drafted. M. Bard seconded the motion. A. Johnson made a friendly amendment changing the Committee’s name to Tree Board which was accepted. A vote was held and passed unanimously.**

Charter: T. Leitz reviewed a memo he wrote with proposed Charter language with the Board. The Board would like to do community outreach. T. Leitz and M. Frier were asked to speak at an RW event as outreach. Consideration is being made to hold a Special Town Meeting in November 2023 to vote on the Charter in order to get it submitted to the Legislation for consideration in 2024. The Board would like public comment placed on the agenda for August 21st meeting.

Update on Crushed Stone Supply: T. Leitz attended a Forest Parks and Recreation meeting along with J. Moore from Agency of Natural Resources to discuss the hurtles Municipalities are having

sourcing materials and seek permission to explore the opportunity on Sweet Road for Base material production. The Town would prefer to lease the land opposed to a land swap.

Allocation of ARPA Funds: The Town has committed \$280,000 of ARPA money currently. T. Leitz is requesting Select Board permission to approve an accounting transaction to transfer the remaining monies to the General Account. Brief discussion regarding reappraisal, there are no updates, T. Leitz is still hoping the State will take over the responsibility. **A. Johnson made a motion to transfer ARPA funds in the amount of \$278,963.73 to the General Account to be allocated towards 2023 General Expenses. D. Kehlmann seconded the motion; a vote was held and passed unanimously.**

Next Meeting Agenda – move meeting to July 31st?: Possible Joint Meeting on July 31, 2023
The following items are scheduled to be discussed on 7/31

- Appoint Deputy Tree Warden
- Update from WASI
- Update from Housing Task Force
- Debriefing of Emergency Management Operations
- Dog Bite Hearing Conclusion

Deliberative Session regarding Dog Bite: The Board was concerned to hear Chester is out of the house without a collar or identification. T. Leitz will contact A. Scharf immediately to enforce this action. General concern about a muzzle on a dog that is not muzzle trained. D. Kehlmann will visit the property to inspect the fence. **A. Johnson made a motion to enter Deliberative Session until the Board can meet again on Monday July 31, 2023 when they will conclude the Dog Bite Hearing. K. Sweeney seconded he motion; a vote was held and passed unanimously. K. Sweeney made a motion to require Chester always wear his collar and tags. D. Kehlmann seconded the motion; a vote was held and passed unanimously.**

Executive Session: A. Johnson made a motion to find that premature general public knowledge of pending litigation would place the Town of Waterbury at a substantial disadvantage. The motion was seconded by K. Sweeney and passed unanimously. A. Johnson then made a motion to enter executive session, to include the Town Clerk and Town Manager, to consider pending litigation to which the Town is a party. The motion was seconded by K. Sweeney and passed unanimously.

A Johnson made a motion to exit Executive Session at 10:04pm seconded by D. Kehlmann; a vote was held and passed unanimously. No action was taken.

A Johnson made a motion to adjourn which was seconded by D. Kehlmann and passed unanimously.

Next Meeting schedule Monday July 31, 2023

Town of Waterbury, Vermont
Special Event Permit Application

1. Name of Event: Vermont Antique & Classic Car Meet sponsored by the Vermont Automobile Enthusiasts, (VAE)

2. Date(s) of Event: Friday, August 11 to Sunday, August 13, 2023

3. Location of Event:

- Farr's Field, 1901 U.S. Route 2 – between 7:00 am Friday, August 11 through 4:00 pm on Sunday, August 13, 2023
- Waterbury Train Station, Rotarian Place – Saturday, August 12, 4:00-5:30 pm
- Parade Route (see attached route description) – Saturday, August 12, 2023 3:30-5:30 pm

4. Property Owner:

- Farr's Field – John Farr (contract attached)
- Waterbury Train Station – Block Cop Castle (letter attached)
- Parade Route – Town of Waterbury (attached)

5. Hours of Event:

- Farr's Field
 - Friday August 11, 2023 7:00 am - 6:00 pm
 - Saturday August 12, 2023 7:00 am to 6:00 pm
 - Sunday August 13, 2023 7:00 am to 4:00 pm
- Parade
 - Saturday August 12, 2023 3:30 p.m. to 5:30 pm
- Street Dance - Stowe Street Waterbury Village
 - Saturday, August 12, 2023 6:00 pm to 10:00 pm

6. Event Organizer:

Bob Chase, Vermont Automobile Enthusiasts,
P.O. Box 187, Stowe, Vermont 05672
802-253-4579
802-279-5765
rcwv@stoweaccess.com

Duane Leach, Vermont Automobile Enthusiasts,
1241 Main Street, Fairfax, VT 05454-9530
802-849-6174
802-316-1028 (cell)
dmleachs@gmail.com

7. If the Event Organizer will not be on-site the day of the event, name & phone number for contact person for the day of the event:

Bob Chase, Vermont Automobile Enthusiasts,
P.O. Box 187, Stowe, Vermont 05672

802-253-4579
802-279-5765
rccwrn@stoweaccess.com

Duane Leach, Vermont Automobile Enthusiasts,
1241 Main Street, Fairfax, VT 05454-9530
802-849-6174
802-316-1028 (cell)
dmlach@9mail.com

8. Event Sponsor (organization putting on event): Vermont Automobile Enthusiasts,

- Parade - VAE,
- Street Dance - WDEV, VAE,

9. Event Description: The EVENT is anticipated to include the following:

- Antique & Classic Car Meet with approximately 800 vehicles, including 40 race cars
- Expected guests: 20,000-25,000 over the 3-day event
- Flea Market auto vendors: 500 with vehicles
- 25 organizers in temporary campers throughout three days
- Saturday afternoon: Parade starting at 3:30 pm, 4 miles along Route 2/Route 100-Main Street Waterbury. Reviewing stand located at Train Station
- Saturday evening: Street Dance *Stowe Street Waterbury Village*
----- DJ provided by WDEV
dancing in the street, antique cars parked *on Stowe Street*

(Please attach any promotional information - schedule, poster, flyer etc.)

10. Use of Town Owned Property/Streets Requested:

- Parade Route: Route 2, roundabout, Main Street, Park Row, Rotarian Place, Park Street, South Main Street to roundabout. (see attached map)
Proposed road closures:
 - Route 2
 - North/South Main Streets (from *Winwick St* to Park Street)
 - Park Row
 - Rotarian Place (3:00 - *5:30 pm*)
 - Park Street
- Street Dance:
Proposed road closure: *Stowe Street from Union St* (beginning at 3:30 from parade)

11. Anticipated Attendance:

- Farr's Field - 20,000-25,000 attendees, 800 vehicles on display, 500 vendors and auto flea market.
- Parade - 300+ cars in parade
- Street Dance - 300 attendees

12. Traffic Control, Security. VAE has 65 years of experience managing the Vermont Antique and Classic Car Meet.

- Farr's Field - There are two entrances to the field from Route 2 and each will have two certified flag persons for traffic control on the state highway. Attendee entrance and ticketing will take

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place approximately 300 feet onto the field, ensuring that no vehicles will be backed up onto Route 2. In addition, volunteers will direct parking in the field parking lots.

- Parade - VAE will provide traffic control/safety at four intersections of the parade route:
 1. - Farr's Field, entrance of parade onto Route 2
 2. - *Winooski Street - managing traffic using River Rd./Winooski Street detour turning left around corner from rotary*
 3. Union Street/Stowe Street intersection - stopping traffic from proceeding
 4. - Park Street/South Main St. intersection - stopping traffic coming from South Main Street

13. Law Enforcement, *Vermont State Police August 16 12 8AM-4PM August 17 8AM-2PM*

- Farr's Field: VAE contracts with Drown Security Services to provide continuous on field security from Friday, August 14 at 9AM to Sunday, August 17 at 2pm.
- Parade: VAE will hire Lamoille County Sheriffs to manage traffic during the parade.
- Street Dance: *Q* will provide security for the street dance as needed.

14. Sanitation. VAE has contracted with P&P Septic Services to provide a sufficient number of portable toilets that will be located in various places around the Event area, the parking areas and the camping areas. VAE (or their contractor) will regularly inspect and maintain the toilets and will have them pumped out when necessary to insure the public's health is not compromised. VAE has contracted with the Waterbury Snowmobile Club and Casella Waste Management to manage the trash and recycling during the Event. VAE will pick up trash and other waste material generated at the EVENT site that is blown from or otherwise leaves the site.

15. VAE shall provide to the Office of Town Clerk a copy of the Public Assembly Permit that is required by the State of Vermont, Department of Public Safety if attendance at an EVENT exceeds 2,000 persons.

16. Number of Staff/Volunteers that will be in attendance: at Farr's Field - 50+

17. If food and/or beverage is to be provided, please describe: *No alcohol is sold at this event. There are anticipated to be 6-8 food vendors, managed by North Country Specialty Foods. Anticipated 500 flea market vendors on site (automobile related).*

18. Please contact Waterbury Fire Department, Chief, Gary Dillon, (802) 371-7515 and EMS Director *Maggie Burke from Waterburyambulance.org, (802) 244-5003* to as notification and to determine adequate coverage by their departments of the event. Provide letters of their availability and ability to support the event if needed. *(letters enclosed)*

19. Attach site plan indicating event location/layout, state and local highways, entrances/exits, traffic flow patterns, parking and surrounding land uses.

- Farr's Field site plan attached
- Parade route map attached

20. Will there be any form of amplified entertainment (i.e. music) at the event?

- Farr's Field - We install a speaker system throughout the site for event announcements. This consists of seven bullhorn speakers around the field, angled downwards to minimize noise pollution.
- Parade - we have a reviewing stand set up at the Waterbury Train Station/Rotarian Place. As cars pass by, an announcer will announce the make/model/owner of the car.
- Street Dance - WDEV will provide amplified DJ music for the street dance. Sound levels will be managed so that they are acceptable.

21. The Selectboard must approve all signage for Special Events. Please include all proposed signage with this application. No off-site signage will be allowed except for directional signage. Attach a map that includes location of all proposed directional signage.

- Farr's Field - directional signage is planned to direct traffic to the Car Meet on Route 2. Signage will not be put up before Friday, August 11, and will be removed by Sunday afternoon, August 13. Signage will not be in the public right of way.
- Parade - Cars in the parade will be given route maps so that minimal directional signage will be needed.

22. A Certificate of Liability Insurance demonstrating \$1 million of general liability insurance per occurrence, \$2 million aggregate must be provided to the Town. If the event is held on Town Property the Certificate must name the Town of Waterbury as additional insured. Certificate of Insurance must be filed with the Town at least ten (10) days prior to the event.
- Certificate of Insurance filed and attached.

23. I hereby represent that to the best of my knowledge the information provided in this application is true and correct:

Robert C. Chas. / [Signature] Robert C. Chas. / [Signature] 7-7-23
 Signature Printed Name of Applicant Date

Final 9/25/17

File application with the Municipal Managers Office at least thirty (30) days prior to the event accompanied by a \$25.00 application fee. Each event will require a separate permit.

For Office Use Only

Fee Received: \$25.00 Certificate of Insurance Received: ✓

Police & EMS Forms Received: ✓

Selectboard Review on 07/17/2023

Application has been: Approved Denied Conditional Approval

[Signature] 7/21/23
 Tom Leitz, Municipal Manager Date

Dani Yehlmann, vice chair - selectboard

The applicant shall provide information for a complete file on the following items:

- Letter from Waterbury Fire Chief, coverage and availability
- Letter from Waterbury Ambulance EMS, coverage and availability
- Copy of Public Assembly Permit from VT Dept. of Public Safety
- Traffic control and law enforcement security details
- Sanitation provisions (toilets and trash, etc.) details
- Liquor License
- Other



WATERBURY MUNICIPAL OFFICE
802.244.7033 OR 802.244.5858
FAX: 802.244.1014
28 NORTH MAIN ST., SUITE 1
WATERBURY, VT 05676
WATERBURYVT.COM

Memo

Date: July 16, 2023
To: Selectboard
From: Tom Leitz
Re: Grant Opportunity

The Vermont Department of Buildings and General Services recently announced the availability of \$900,000 in grant funds through the Building Communities Grants Program.

I am seeking permission to apply for a Recreational Facilities grant to build the accessible paths at Hope Davey that were identified as a high priority in our Draft Parks Study. For reference I have included in your packet grants awarded from last year, along with the relevant section of the Draft Parks Study.

I believe adding accessible paths at Hope Davey would have an excellent chance of receiving a grant award. The recent parks study strengthens our application as it provides demonstrable proof of community support for this work. Further, we can identify a deliberate and professional process that resulted in the implementation plan that identifies these paths as our highest priority.

Unfortunately, I don't yet have a formal cost estimate for the paths (understandably, Bill Woodruff was a bit busy last week), but informally the amount would be consistent with those grants awarded in prior years. I would seek permission to apply for the full estimated cost. Grant applications are due September 10th, and awards are announced in October. That would give the Town adequate time to develop the 2024 budget with a goal of completing the paths, while recognizing the grant may not pay for 100% of the project cost.

Department of Buildings and General Services
Office of the Commissioner
133 State Street, 5th Floor
Montpelier, VT 05633-5801

[phone] 802-828-3519
[fax] 802-828-3533

June 16, 2023

RE: 2023 FY2024 Building Communities Grants Funded

On behalf of Governor Phil Scott, the 2023 General Assembly, and the Department of Buildings and General Services (BGS), it is my great pleasure to notify you that the Building Communities Grants Program has been funded for FY2024. This program, administered by BGS, includes the following:

- 1) \$300,000.00 – Recreational Facilities Grant Program
- 2) \$300,000.00 – Regional Economic Development Grant Program
- 3) \$150,000.00 – Human Services Facilities Grant Program
- 4) \$150,000.00 – Educational Facilities Grant Program

These grants are for construction and capital improvements to support and strengthen Vermont towns and regions. Descriptions, the application criteria, and the deadline for all four of these grant programs are available on the BGS website. For more information on these and other grant opportunities, please visit our website at the following address: [Building Communities Grants Programs | Buildings and General Services \(vermont.gov\)](#).

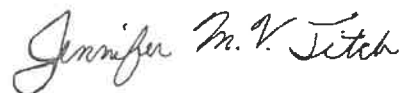
Applicants including municipalities, nonprofit organizations, and regional economic development organizations, are all encouraged to apply for these opportunities to fund construction, infrastructure support, and needed projects.

Although the award of the grants is competitive, the application process has been designed to be simple and straightforward. Grant applicants will be awarded funding as determined by a special committee comprised of Vermonters, legislative branch members, and executive branch administrative staff appointed by the Governor. Grants recipients will be awarded in October of 2023.

Please disseminate this information to organizations you believe would be good candidates for these awards. The deadline to submit applications for the Building Communities Grants is September 10th each year.

Thank you for your support of this valuable community building effort.

Sincerely,



Jennifer M.V. Fitch, P.E.
Commissioner



		2022 FY2023 Recreational Grants						
#	County	Organization	Amount Requesting	Project Description	Total Project Cost	Board Approval		
1	Addison	Monkton Community Coffeehouse, dba Monkton Community Dog Park	\$1,700.00	For building materials to construct a shade structure at the dog park	\$4,163.15	\$1,700.00		
2	Addison	Vergennes Partnership	\$19,200.00	To install 24 concrete piers on the existing slab for building a pavilion to provide year-round multi-use recreational space	\$45,200.00	\$0.00		
3	Addison	Lake Champlain Maritime Museum	\$25,000.00	To purchase and install Flexi-Pave porous pavement materials on their pathways for increased accessibility	\$78,500.00	\$10,000.00		
4	Bennington	Town of Shaftsbury	\$25,000.00	To correct a number of stormwater issues; adding new drainage and a drainage swale	\$60,000.00	\$25,000.00		
5	Bennington	Prospect Mountain Association, Inc.	\$20,000.00	To install spray foam insulation in their lodge building	\$47,404.53	\$10,000.00		
6	Bennington	Paran Recreations, Inc.	\$3,356.14	Reconstruction of their stairwells leading to their beach and refinishing their volleyball court	\$6,712.27	\$3,356.00		
7	Chittenden	Richmond Mountain Trails	\$25,000.00	To hire trail builders to complete an uphill to the top of the Driving Range property and two downhill to the bottom of the property for bike trails	\$50,000.00	\$16,126.24		
8	Chittenden	Mount Mansfield Unified Union School District; Richmond Elementary School	\$25,000.00	Reconstruction of their playground so it is ADA approved and inclusive	\$101,606.79	\$25,000.00		
9	Chittenden	City of Burlington - Department of Parks, Recreation and Waterfront	\$25,000.00	For construction of the Oakledge for All Universal Playground	\$918,514.00	\$25,000.00		
10	Chittenden	Town of Milton Recreation Department	\$23,800.00	Resurfacing of tennis courts at Bombardier Park East and the conversion of one tennis court into four designated pickleball courts	\$64,700.00	\$20,000.00		
11	Chittenden	Lake Champlain Community Sailing Center	\$25,000.00	To purchase and replace kayaks, sails, and boat racks	\$50,324.16	\$10,000.00		
12	Franklin	Town of Highgate Recreation Department	\$25,000.00	For electrical upgrades to bring the snack bar, lobby, and bathrooms up to code and improvements to their ballfields	\$25,000.00	\$18,000.00		
13	Grand Isle	Healthy Islands and Community Support, Inc.	\$6,005.24	To convert an existing shed into a heated and plumbed space for housing the Zamboni and skate library	\$12,010.84	\$6,005.00		

#	County	Organization	Amount Requesting	Project Description	Total Project Cost	Board Approval
14	Lamoille	Town of Johnson	\$15,052.00	To add a concrete half pipe to the existing concrete bowl in their Skate Park and Bike Track	\$46,398.00	\$10,000.00
15	Lamoille	Town of Morrisstown	\$3,300.00	To install security cameras at Oxbow Park	\$6,600.00	\$0.00
16	Orleans	Town of Jay	\$3,202.50	To install a welcome kiosk and an informational interpretive tabletop style sign	\$6,405.00	\$3,200.00
17	Orleans	City of Newport	\$21,407.00	To refurbish the outdoor hockey rink at Gardner Park	\$42,814.00	\$21,400.00
18	Rutland	City of Rutland Recreation and Parks Department	\$25,000.00	To replace the play structure, new fencing, pavilion replacement with ADA compliance, upgrades to the walking path and new wood chips	\$119,721.00	\$20,000.00
19	Rutland	Town of West Rutland	\$15,000.00	To partner with the Carving Studio and Sculpture Center to design and construct a Sculpture Trail	\$30,000.00	\$0.00
20	Rutland	Town of Pittsfield	\$12,217.70	To resurface the Town's basketball court, to add net equipment, and to make the court multi-functional for use in pickleball and tennis, and replacement of the fencing	\$24,435.40	\$12,217.00
21	Rutland	Town of Pittsford Recreation Department	\$10,000.00	To replace their dock	\$20,000.00	\$10,000.00
22	Washington	Town of Warren	\$14,182.00	For a pressure treated gazebo, electrical work, and landscaping	\$28,363.00	\$0.00
23	Washington	Barre Youth Sports Association, Inc.	\$9,330.00	Rehabilitation of the dry swale on the Bond Ballfield on Prospect Street	\$18,680.00	\$9,330.00
24	Washington	Town of Marshfield	\$25,000.00	For construction of a 24'x36' pavilion	\$50,000.00	\$18,000.00
25	Washington	North Branch Nature Center	\$15,950.00	To repair two foundation walls and install footing drainage	\$31,900.00	\$10,000.00
26	Washington	Mad River Path Association	\$3,924.00	To cover 1/2 of the cost to design and manufacture signs	\$7,848.00	\$3,924.00
27	Windham	Brattleboro Tennis Club	\$19,282.25	To improve the insulation (spray foam) and energy efficiency of its indoor tennis building	\$38,564.49	\$14,000.00
28	Windham	Brattleboro Racquetsports, Inc.	\$25,000.00	To upgrade their HVAC system; replace their 40+ heating system with an air source heat pump	\$60,497.00	\$0.00

#	County	Organization	Amount Requesting	Project Description	Total Project Cost	Board Approval
29	Windham	Brattleboro Housing Opportunities, Inc. for Brattleboro Housing Partnerships	\$20,000.00	To install a playground outdoor activity resource at Ledgewood Heights	\$40,000.00	\$0.00
30	Windham	Town of Vernon Recreation Department	\$2,199.27	To increase pool accessibility by providing an additional ADA complaint stairs	\$4,398.55	\$2,199.00
31	Windham	Guilford Community Park	\$25,000.00	For site work and construction of a 24'x48' pavilion	\$90,161.00	\$0.00
32	Windsor	Town of Bethel	\$2,973.55	For improvement to the pool area including: purchasing two ladders, three plastic benches and a bike rack	\$5,947.11	\$2,973.00
			\$517,081.65		\$2,136,868.29	\$307,430.24
				FY2022 Funds Available		
				Franklin County Senior Center - Unspent Funds		\$3,832.24
				2020 FY2021 Grant Not Accepted		
				2021 FY2022 Returned Grant - Town of Readsboro		\$3,598.00
				FY2023 New Appropriation		\$300,000.00
				Total Funds Available		\$307,430.24
				Balance Available		\$0.00

HOPE DAVEY PARK - PHASING AND IMPLEMENTATION

Park improvements and design were identified through the public visioning process, site analysis and investigation for natural and cultural resources, and an understanding of regulatory constraints. Below, park improvements are described, along with considerations for their phasing and prioritization.

8-ACRE SPORTS FIELD AREA

All of the projects identified below could be implemented independently. Projects with accessibility and safety should be prioritized.

- Accessible Paths. Accessible connections to the pavilion, playground, and southern ball field should be prioritized.
- Playground Improvements. Infill with additional play equipment would provide additional play opportunities, while other improvements would improve accessibility and safety.
- Skatepark Renovation. Given the deteriorating condition of the existing skatepark, demolition should be considered an initial step if the condition presents serious safety concerns. Fundraising for improvements here could be done in conjunction for the proposed skatepark project at the Ice Center.
- Parking Expansion at the Fire Station. This relatively modest project would create a more sustainable and attractive condition.
- Wooden Enclosures for Portable Toilets. These enhancements would provide an improved aesthetic at the gateways to the park.

20-ACRE WOODED AREA

The two main focuses of improvement in this area of the park (protecting the river corridor area and adding a nature loop trail) could be implemented independently, while the final designs for the restructured disc golf and nature trail should be considered together, with safety being of paramount concern.

- Disc Golf Restructuring. Given community concern for minimizing environmental impacts and reducing conflicts with neighboring properties, this could be considered a higher priority project. Project components include:
 - Relocation of tees and baskets where appropriate (work could likely be completed by Center Chains)
 - Path improvements (path alignment changes, new wooden steps, wetland boardwalk crossings, bark mulch, wayfinding)
 - Vegetative buffers and fences along key neighboring properties
- Nature Trail. This work could potentially be done with volunteer support. Project components include:
 - Required tree and brush removal

Data Sources: Wetlands delineated 09/22 by Anowood Environmental; Disc golf course and parcel boundary survey provided by Center Chains; Adjacent parcels from VSGI Tax Map; FEMA Flood Map; VHD Streams; VCGI 2019 Orthophoto

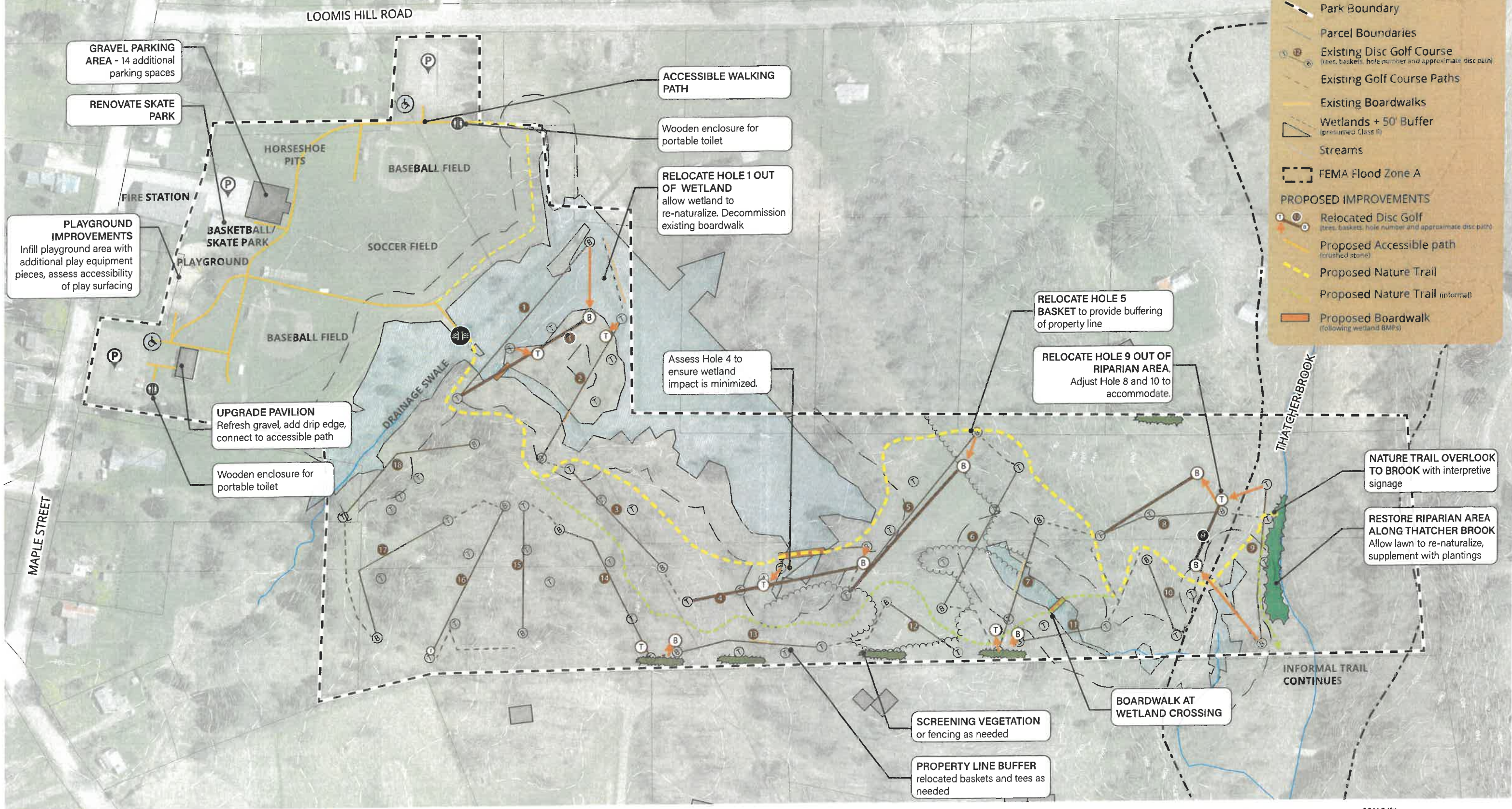
HOPE DAVEY PARK Preferred Concept

EXISTING CONDITIONS

- Park Boundary
- Parcel Boundaries
- Existing Disc Golf Course (tees, baskets, hole number and approximate disc path)
- Existing Golf Course Paths
- Existing Boardwalks
- Wetlands + 50' Buffer (presumed Class II)
- Streams
- FEMA Flood Zone A

PROPOSED IMPROVEMENTS

- Relocated Disc Golf (tees, baskets, hole number and approximate disc path)
- Proposed Accessible path (crushed stone)
- Proposed Nature Trail
- Proposed Nature Trail (informal)
- Proposed Boardwalk (following wetland BMPs)



GRAVEL PARKING AREA - 14 additional parking spaces

RENOVATE SKATE PARK

PLAYGROUND IMPROVEMENTS
Infill playground area with additional play equipment pieces, assess accessibility of play surfacing

UPGRADE PAVILION
Refresh gravel, add drip edge, connect to accessible path

Wooden enclosure for portable toilet

ACCESSIBLE WALKING PATH

Wooden enclosure for portable toilet

RELOCATE HOLE 1 OUT OF WETLAND
allow wetland to re-naturalize. Decommission existing boardwalk

Assess Hole 4 to ensure wetland impact is minimized.

RELOCATE HOLE 5 BASKET to provide buffering of property line

RELOCATE HOLE 9 OUT OF RIPARIAN AREA.
Adjust Hole 8 and 10 to accommodate.

NATURE TRAIL OVERLOOK TO BROOK with interpretive signage

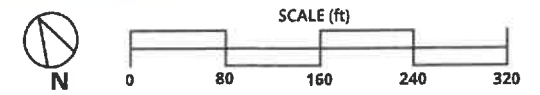
RESTORE RIPARIAN AREA ALONG THATCHER BROOK
Allow lawn to re-naturalize, supplement with plantings

BOARDWALK AT WETLAND CROSSING

SCREENING VEGETATION or fencing as needed

PROPERTY LINE BUFFER relocated baskets and tees as needed

HOPE DAVEY PARK CONCEPT PLAN



Animal Control Officer Report
Notes for Hearing on 7/13/23

Overview & Introduction

Two incidents were reported of a dog that bit two other dogs. The first incident took place on April 21 but was not reported in hopes that this was a one-time occurrence. The second incident was on June 26, after which both were reported. All involved parties are neighbors and both incidents occurred near their houses by the intersection of Stowe Street and Union Street.

Plaintiffs:

- Jordan Corrdao, property owner
- Kim Hough & dog Buck
- George Barber & dog Buddy

Defendant:

- Amy Scharf & dog Chester Drawers

First Incident

The first incident happened on April 21 and involved Kim and Buck. While there are some discrepancies around how the meeting was initiated, the core fact is that it was a meeting gone awry. Both dogs were unleashed but within a fenced-in area. During the incident, Buck received a long and deep laceration as well as four puncture wounds. He required emergency veterinary service including 12 stitches, antibiotics, pain meds, and an overnight vet stay. Amy paid the vet bill (approximately \$385) and confirmed that Chester was up to date on all vaccines.

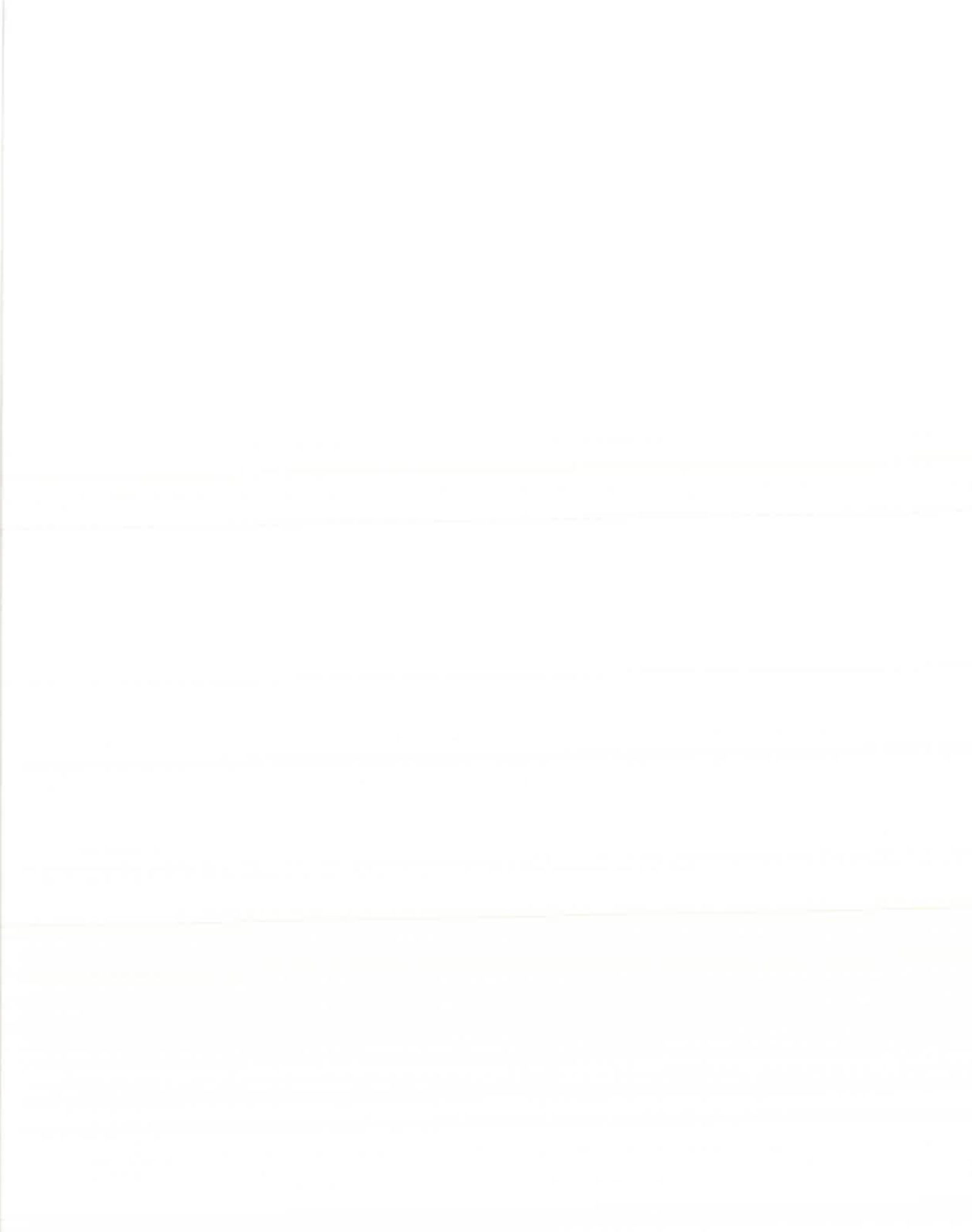
Second Incident

The second incident happened on June 26 and involved George and Buddy. Chester was outside in a fenced-in area, but the gate was not properly secured and he left the fence to attack Buddy, who was walking on a leash on the sidewalk with guardian George. Buddy received lacerations on his ear, including the inner ear and the posterior site where the ear meets the head. All wounds were treated with ointment at home.

Additional Information & Recommendation

I've had several conversations with the involved parties about what transpired and their major concerns for the future. The plaintiffs are concerned that there have now been two incidents with this dog and, in their opinion, insufficient responses from the defendant. To address concerns, the defendant has made efforts to reinforce or fix Chester's fenced-in area, ensure that he is supervised at all times when outside, and begin training.

While I believe that the defendant's actions are good and those steps should continue, I agree with the plaintiffs that it is not sufficient for this situation. My personal recommendation is that Chester be muzzled and/or restrained at all times when outside. I feel that this solution is the best compromise to give the plaintiffs a sense of security while providing the defendant a clear course of action to protect against further incidents.







A blank sheet of white paper with horizontal ruling lines, positioned to the right of the photograph. The lines are evenly spaced and extend across the width of the page.

Thomas Leitz

From: Al Lewis <rallynlewis@gmail.com>
Sent: Sunday, July 16, 2023 4:38 PM
To: Thomas Leitz; Ariel Mondlak; Gwenna
Subject: Re: Rotary MOU - Rusty Parker Park

Tom.....I read over your concerns and suggestions and offer the following suggested edits to address them:

"First, the MOU does not mention scheduling of events, or simply scheduling use of the gazebo. Obviously, the rotary schedules the concerts in the park, but the Town also schedules use of the park and the gazebo."

My explanation.....In recent years, the Town Recreation Department has handled the reservation calendar for the use of all of the Town's park facilities, including the Rusty Parker Memorial Park (RPP) which was owned by EFUD. The RPP reservation was usually for all the RPP facilities, not just a building like the gazebo or bandstand with restrooms. The Rotary and others filed a written request giving a description of the event(s), the dates, and the name, address, contact phone or cell number of the responsible person. In the past, a review was done by EFUD or the Recreation Director to determine if the event was appropriate for the public space

For example: On Thursdays during the warmer months, the Farmer's Market reserves the park for vendors to set up beginning before 4 PM and break-down around 7 PM. They use the area of the park for vendors that is located between the gazebo and So. Main Street including adjacent parking on the streets. However, during their reserved time they and their customers use the bandstand restrooms, RPP grounds and sometimes the gazebo or bandstand. When their reservation is made, their responsible person gives assurance that the RPP facilities will be left after their event the same as they found it at the start of their event. On that same Thursday each week in warmer weather, Rotary reserves the use of the RPP for Concerts in the Park. They open the Bandstand building around 4 PM to allow the bands to set up before 6PM when the concerts start. Since the concerts are over around 8:30 PM, the Rotary is responsible for closing up (and locking the doors) the bandstand and restrooms and therefore Rotary (not the Farmers Market) is responsible for leaving the park in the same condition as they found it. (picking up incidental litter, relocating some picnic tables, emptying the restroom waste baskets and leaving it clean for the next reserved event).

Regarding the MOU.....I suggest under Section 3. Town Responsibilities, adding a # 20. Managing the RPP event reservation request and approval and posting the approved events on the Town website calendar.

Second, I don't like reference to the \$5,000 as an agreed upon amount. I believe it should be \$5,000, or a greater amount if agreed upon by the Town.

Regarding the MOU, Section 3. #19.....I suggest inserting after the\$5,000 .or a greater amount if agreed upon by the Town and to reimburse Rotary for annual maintenance, seasonal upkeep, and Concerts in the Park.

Tom.....if the edits suggested above are agreeable, I can make the changes and resend MOU to you and you can resend to MOU to your Select Board members, Bill and Kate before the meeting Monday night....Al

On Sun, Jul 16, 2023 at 2:31 PM Thomas Leitz <tleitz@waterburyvt.com> wrote:

All:

Attached is the proposed MOU between the Rotary and the Town pertaining to maintenance and management of Rusty Parker Park.

I don't profess to know the exhaustive list of work the Rotary does at the park, but I believe the MOU is an attempt to memorialize the status quo. There was some trepidation on their part because they had concern about having sufficient volunteers to continue to maintain the park. That is a credit to all the work the rotary currently does at Rusty Parker.

I do suggest a few minor modifications that I don't believe will be controversial.

First, the MOU does not mention scheduling of events, or simply scheduling use of the gazebo. Obviously, the rotary schedules the concerts in the park, but the Town also schedules use of the park and the gazebo.

Second, I don't like reference to the \$5,000 as an agreed upon amount. I believe it should be \$5,000, or a greater amount if agreed upon by the Town.

I've added in Ariel, who I believe is the current President of the Rotary, along with a few other prominent rotarians.

My educated guess is, without the Rotary, our parks budget would increase by \$20 to \$30k annually.

Regards,

Tom Leitz, Municipal Manager

Town of Waterbury

28 North Main St., Waterbury VT 05676

(802) 244-4300

he/him/his



593

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Memorandum of Understanding Between ROTARY Club of Waterbury and TOWN of Waterbury

Section 1. Purpose

This agreement is made by and between the ROTARY Club of Waterbury, P.O. Box 586, Waterbury, VT 05676 (hereafter "the ROTARY") and the TOWN of Waterbury, 28 North Main Street, Suite 1, Waterbury, VT 05676 (hereafter "the TOWN"). It is written for the purpose of governing the maintenance and funding agreement between the ROTARY and the TOWN regarding the Rusty Parker Memorial Park (hereafter "the RPP") and the Cultural Arts Program (hereafter "the Concerts in the Park").

Section 2. ROTARY Responsibilities *(Please see Attachment A for an historical compilation of ROTARY's contributions regarding RPP prior to this agreement.)*

The ROTARY agrees to the following routine seasonal and annual maintenance services:

1. Spring commissioning and fall winterization of restrooms and exterior watering system
2. Locking down all benches and patio picnic tables in spring and unlock them in the fall
3. Mulching around trees, shrubs and flower gardens in the spring
4. Trimming trees and shrubs as needed
5. Planting and maintaining garden areas around the gazebo, patio, clock and kiosk
6. Cleaning restrooms, stage, gazebo and RPP grounds before and after Concerts in the Park
7. Purchasing and restocking restroom supplies
8. Repairing, replacing, painting, and cleaning RPP assets as needed throughout the year
9. Cleaning and pressure washing picnic tables and park benches when necessary
10. Identifying maintenance issues that require expertise and expense beyond the scope of ROTARY
11. Providing access to bandstand building for Concerts in the Park and other ROTARY events; insure facility is locked after ROTARY events
12. Scheduling, advertising and payment of performers for the Concert in the Park series
13. Providing to the TOWN, at least annually, a statement of expenses incurred in the maintenance and seasonal upkeep of RPP and the Concerts in the Park, up to \$ 5,000 or a greater amount if agreed upon by the Town

Section 3. TOWN Responsibilities

The TOWN agrees to the following with regard to its relationship with the ROTARY concerning RPP:

1. Retaining ownership of the RPP and all its facilities
2. Providing trash and recycle containers (6 sets of each)

3. Providing at least weekly and more often as-needed trash and recyclables removal and disposal
4. Seasonal lawn mowing and trimming
5. Removing and disposal of fall leaves
6. Providing off-site disposal area for tree and shrub trimmings, weeds, and plant cuttings
7. Placing park benches on concrete pads in the spring; removing park benches in the fall and placing in storage
8. Installing picnic tables in the spring; refurbishing, removing and storing picnic tables in the fall (approximately 10)
9. Providing mulch supply for placement around trees, shrubs and gardens
10. Turning potable water service to the bandstand on in the spring and off in the fall
11. Line stripe the parallel, diagonal and handicap parking areas adjacent to RPP; maintain granite curbing around RPP
12. Providing and erecting RPP Rules signs and other seasonal signage
13. Removing trees or other large garden elements beyond their prime
14. Provide routine police surveillance as necessary to deter misuse of the RPP
15. Communicating with ROTARY any planned improvements for RPP
16. Maintaining RPP lamp posts, luminaires, bulbs and other lighting bulbs when burned out
17. Providing for major repairs or improvements necessary to maintain public enjoyment of RPP (e.g., gazebo roof; park pathways; pump house/bandstand building repairs, etc.)
18. Sharing expenses with ROTARY for annual maintenance, seasonal upkeep and the ROTARY Concert in the Park series
19. Providing payment, upon receipt of at least an annual statement from ROTARY, of up to \$5,000 or a greater amount if agreed upon by the Town and to reimburse ROTARY for annual maintenance, seasonal upkeep, and Concerts in the Park
20. Managing the RPP event reservation requests and approval and posting the approved events on the Town website calendar

Section 4. Agreements

1. Whereas the TOWN desires to continue an ongoing relationship with the ROTARY for the maintenance and improvements to RPP; and,
2. Whereas the ROTARY, having received approval by its Board of Directors and membership at large, accepts responsibility for providing annual services and financial resources identified but not limited to those contained in Section 2, above; and,
3. Whereas the TOWN accepts responsibility for providing annual services and financial resources identified but not limited to those contained in Section 3, above

NOW THEREFORE BE IT THEREFORE RESOLVED that this Memorandum of Understanding shall hereafter serve as the mutual agreement between the TOWN and ROTARY regarding the use, maintenance, services provided, and financial resources necessary to ensure that the RPP and the annual Concert in the Park series continue to be properly maintained, funded, and made available to ROTARY, residents of the TOWN of Waterbury and the general public into the future.

Section 5. Effective Date, Termination and Amendments

This Memorandum of Understanding is effective May 1, 2023 and remains in full force and effect unless terminated by either party. The TOWN or ROTARY may terminate this agreement by giving 60 days written notice to the other party. This Memorandum of Understanding represents the complete agreement between the TOWN and ROTARY and may be amended only in writing by agreement of the parties.

TOWN OF WATERBURY
28 North Main Street, Suite 1
Waterbury, VT 05676



Authorized Signature Title

Municipal Manager

7/18/23 hertz@waterburyvt.com (862) 244-4300
Date E-mail/Phone Number

ROTARY CLUB OF WATERBURY
P.O. Box 586
Waterbury, VT 05676



Authorized Signature Title

President

7/18/23 arisher@gmail.com (406) 446-0398
Date E-mail/Phone Number

Attachment A

The ROTARY raised funds to construct and renovate RPP; it invested its own membership service and has provided 40 years of park stewardship and free seasonal concerts which have become known as ROTARY Concerts in the Park. This concert series has grown in popularity over the past years, and is now believed to be the longest continuous community concert series held in Vermont. The following improvements were made by ROTARY to the RPP:

1. Gazebo with 3 surrounding garden planting areas with irrigation system
2. Asphalt walkways
3. Events kiosk
4. Planted ten hearty maple trees and relocated two mature evergreen trees in the park
5. Four lamp posts with vintage globe LED luminaires in the park
6. Two Rotarian Way street lights (in conjunction with Revitalizing Waterbury)
7. Drinking water fountain
8. Underground electrical service for gazebo, lampposts and flagpole light
9. Children's play area with equipment
10. Hexagonal wood picnic table in the gazebo
11. Twelve Catamount cast iron and teak wood park benches of various sizes 4 - 8 ft
12. Seven cast aluminum and teak wood park benches – size 5 ft.
13. Circular pervious brick paved patio w/ surrounding steel fenced-in gardens
14. Converted brick water pump house to a performance stage w/ four large wood doors
15. Extended stage area concrete slab with wood raised platform and canopy
16. Public address system with three exterior speakers, stage and canopy lights
17. Annual flowers and planters
18. Two ADA accessible unheated public restrooms for event use only
19. Vintage style free-standing exterior clock
20. "Rusty Parker Memorial Park" granite sign
21. Three buried time capsules (below granite sign and small bench, and in the patio center)
22. Lighted cupola on the bandstand building and gazebo

WATERBURY TOWN CLERK'S OFFICE
 RECEIVED FOR RECORD
 July 18, A.D. 2023
 AT 11 O'CLOCK 00 MINUTES A M
 AND RECORDED IN BOOK 520 PAGE 46-49
 RECORDS OF Deeds
 ATTEST Brian Jones
 ASST TOWN CLERK

Town of Waterbury Tree Care Ordinance

I. Definitions

American National Standards Institute: ANSI A300 standards present performance criteria and direction for the care and management of trees, shrubs, and other woody plants.

Certified Arborist: A person certified by the International Society of Arboriculture as having specialized knowledge, experience, and training related to arboriculture.

Diseased Tree: Any tree or shrub with a combination of structural defects and/or a health condition, which makes it subject to a high probability of failure.

Hazardous Tree: Any tree or shrub, public or private, with visibly defined structural defects likely to cause failure of all or part of the tree, and be a danger to public safety.

Public Place: Any property, including a municipal park, a recreation area, or a municipal building.

Public way: Any right-of-way held by a municipality, including a town highway. Right of way is measured from the center line of any road within the Town. Distance out from centerline will vary depending on individual streets. This information is available from the Department of Public Works.

Shade tree: a shade or ornamental tree planted by the municipality located in whole or in part within the limits of a public way or place. In rural areas, a shade tree within rights of way shall be defined as a tree that is greater than or equal to 6 inches in diameter at chest height.

Any designated shade tree outlined in the municipal **Shade Tree Preservation Plan** pursuant to section 24 V.S.A § 2502 of this title is included.

II. Purpose

The purpose of the ordinance is to promote, protect, and enhance public health, safety, and general welfare by providing an ordinance governing the planting, maintenance, protection, and removal of shade trees within public ways and public places within the Town of Waterbury. In addition, this ordinance shall serve as the **Shade Tree Preservation Plan**.

III. Authority

In accordance with 24 V.S.A § 871, the Select Board shall appoint a Tree Warden who need not be a resident of the municipality. Through its Tree Warden, the Town shall have control of shade trees and shall have the authority to plant, maintain, protect, and remove such trees. The Tree Warden shall serve on the Waterbury Tree Board.

The Select Board may appoint a Deputy Tree Warden under 24 V.S.A § 2505 who shall serve under the direction of the Tree Warden and shall have the same duties and authority as the Tree Warden.

Waterbury Tree Board

The Select Board shall appoint a Tree Board for specific purposes outlined in the Tree Care Ordinance. The Waterbury Tree Board is an advisory group that works in conjunction with the tree warden to promote the improvement and preservation of a healthy environment of the town as it relates to shade trees. The Tree Board shall consist of seven Waterbury residents and may include a municipal staff person, all whom shall be elected by the Select Board. Members will serve staggered terms of three years and will serve without compensation.

The Waterbury Tree Board shall be responsible for the following activities:

- Develop an annual plan for tree planting, maintenance, protection and removal of shade trees;
- Maintain an accurate shade tree inventory;
- Assess and implement the planting, maintenance, protection and removal of shade trees;
- Seek grant funds to support the Tree Inventory and Shade Tree Preservation Plan, and for the planting, maintenance, protection and removal of shade trees;
- Educate the Waterbury Community about the benefits, care, and risks to the health of trees;
- Organize an annual Waterbury Arbor Day Tree celebration.

IV. Public Tree Planting, Maintenance, Protection, and Removal

The Town is supportive of planting and maintaining shade trees in public ways and places pursuant to 24 V.S.A. § 2501a. as well as on other Town and private property. The benefits of trees are well documented, and this ordinance is consistent with and recognizes those benefits.

The Town shall have the right to plant, maintain, protect, and remove shade trees in public ways and places as may be necessary to ensure public safety, or to preserve or enhance the symmetry and beauty of public ways and places as set forth in the following guidelines.

1) Planting Specifications

- a. Shade trees to be planted within public ways and places should be appropriate for the site, meet the intended planting functions and increase the overall tree species diversity of the town. To help assure that appropriate trees are selected, trees shall be chosen by a licensed landscape architect, Certified Arborist, or other appropriate professional staff with concurrence of the Tree Committee and the Tree Warden.

- b. The quality of shade trees to be planted must conform to the most current version of the American Standard for Nursery Stock for landscape trees.
- c. All shade trees shall be planted in accordance with the most current version of ANSI A300 Standards for Tree Care Operations.
- d. Shade trees should be sited based on above and below ground site conditions.

Minimum offsets from the tree trunk for intrusion elements should be as follows:

Light standard: 18 feet
Utility pole: 10 – 18 feet depending on cross arm size
Hydrant: 15 feet
Driveway: 10 feet
Cross walk: 5 feet
Transformer/connection box: 6 feet
Underground utility connection: 15 feet
Street sign: 6 feet

Exceptions may be granted only by approval of the Tree Warden. DigSafe shall be called prior to digging to identify potential conflicting underground utilities.

2) Maintenance

- a. The care of all shade trees shall be in accordance with the current version of ANSI A300 Standards for Tree Care Operations.
- b. All contractors who work on shade trees shall have a Certified Arborist on staff.

3) Protection:

In accordance with 24 V.S.A § 2508 & 2509, cutting of shade trees is prohibited. No shade tree shall be pruned, removed, or harmed in any way without the permission of the Tree Warden or Deputy Tree Warden. Furthermore, no person shall plant any tree within public ways and places without permission from the Tree Warden or Deputy Tree Warden.

Penalties for such actions may apply. In accordance with 24 V.S.A. § 2510, whoever shall willfully mar or deface a shade tree without permission from the Tree Warden or Select Board of the municipality be fined.

Any person who willfully and critically injures or cuts down a shade tree without written permission of the tree warden or Select Board shall be fined pursuant to 13 V.S.A. § 3602 for each tree so injured or cut, payable to the municipality.

4) Removal: Cutting shade trees; notice and hearing.

In accordance with 24 V.S.A. § 2509 the Tree Warden or Deputy Tree Warden shall post public notice of the intent to cut or remove a shade tree. The notice shall be posted a minimum of 15 days prior to cutting or removing the tree. If the cutting or removal is appealed the Select Board of the municipality shall hold a public hearing. This does not apply to the cutting or removal of a shade tree or trees that:

- Are infested with or infected by, or at risk to become infested with or infected by, a tree pest and are located in an infestation are designated by the Agency of Agriculture, Food and Markets and Department of Forests, Parks, and Recreation.
- Are a hazard to public safety, or;
- Must be removed for the municipality to comply with State or Federal law permitting requirements.
- Removal of infected ash trees shall be in accordance with the Town Emerald Ash Borer preparedness plan.

Control of Hazardous Trees & Trees Infested with a Pest or Pathogen

The Town, in consultation with the Tree Warden, may remove or cause to be removed any shade tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to the town infrastructure or other public improvements, or is affected with any injurious disease, insect, or other pest, in accordance with 24 V.S.A. § 2511:

Obstruction of Streets and Sidewalks

It shall be the responsibility of each property owner of any tree overhanging any public way or place to ensure the trees and shrubs on that property are maintained in a manner that will not obstruct: street lights from illuminating street level; the passage or visibility of vehicles or pedestrians; vision of traffic signs and signals; or the view of any intersection. If said owners fail to comply, the Town shall have the right to prune any tree or shrub on private property.

July 10, 2023

Memo

Date: July 16, 2023
To: Selectboard
From: Thomas Leitz
Re: Town Charter

Please find below proposed language for a Town Charter with a focus on the items previously discussed. The language below was reviewed and discussed with legal staff from VLCT, along with attorney James Barlow. Mr. Barlow has a practice devoted to local government and his guidance was useful in developing this language.

Local Option Tax

For the local option tax there are three separate categories upon which the tax can be levied: sales, meals and alcoholic beverages, and rooms. The proposed article combines those categories into one question, rather than having separate articles for each category.

For context I had previously estimated the local option tax would yield \$600,000 in annual revenue for the Town. If the questions were to be asked separately, I estimate the following figures for each category:

- Sales: \$360,000
- Meals & Rooms: \$210,000
- Alcoholic Beverages: \$30,000

Proposed Article:

“The Town Selectboard shall be authorized to levy a one-percent tax on sales, meals and alcoholic beverages, and rooms.”

Manager's Authority

There are numerous town charters which outline the manager's authority, specifically in regards to hiring. I believe the language below generally reflects the Town's current practices. In a previous meeting we had discussed the process by which the selectboard approves department head positions. I have modified that language because, upon reflection, I believe the new language is less cumbersome.

Proposed Article

“The Municipal Manager shall hire, appoint, discipline, and remove all Town employees, subject to the provisions of personnel rules approved by the selectboard.

The Municipal Manager shall fix the compensation and benefits of all Town employees in accordance with the compensation ranges and schedule of benefits approved by the Selectboard.

The Municipal Manager may authorize a department head to hire, appoint, discipline, or remove an employee, subject to the Manager’s discretion and supervision.

The Municipal Manager’s appointment of a department head shall be approved by the Selectboard.”

Memo

Date: July 16, 2023
From: Thomas Leitz
To: Selectboard
Re: Remaining ARPA funds

We have previously had several conversations related to unspent ARPA funds. Currently ARPA funds are classified as "unearned revenue." As a technical matter an unearned revenue is classified as a liability.

If the selectboard agrees to reclassify the ARPA funds as outlined below, the unspent funds would simply become a part of the Town's undesignated general fund balance. From an accounting perspective this would improve our financial position, which could have the practical result of making us a more attractive borrower.

It is important to note this adjustment does not reduce or limit our ability to spend ARPA funds. A primary benefit of this adjustment is our ARPA funds, from an accounting perspective, would be considered spent. The entry below is based on the ARPA rule that funds may be utilized for the provision of government services. The \$268,412.73 pertains to unspent or pledged ARPA funds.

The following accounts should be debited and credited:

Debit: 87-7-10-6-950.00 Transfer Out in the amount of \$278,963.73
Credit: 11-6-00-9-003.00 Transfer In ARPA Eligible Uses in the Amount of \$278,963.73

This will reimburse the Town's general fund for the following expenses in 2023:

11-7-10-1-110.00 General Government Regular Pay:	\$198,963.73
11-7-21-1-116.00 Fire Department Regular Pay:	\$40,000.00
11-7-10-1-115.02 General Government Clerk Pay:	\$40,000.00

ARPA Funds as of July 2023	Amounts	Notes
Total Funds Received	1,540,963.73	
Expenditures		
Ice Center	100,000.00	Spent
Highway Department	95,000.00	Spent
CV Fiber	50,000.00	Spent
EFUD	150,000.00	Spent
Senior Center	10,551.00	Spent July 2023
ARPA Bridges	10,503.00	Start of Armory Drive Bridge
Subtotal	416,054.00	
Unspent/Pledged Balance		
WASI Pledge	76,000.00	Approved in 2023.
Senior Center	15,449.00	\$26,000 approved by Selectboard
Town Bridges	424,497.00	Invoice will arrive shortly for Armory Drive Bridge
Gravel Road Initiative	30,000.00	Work will be performed later in the summer.
Reappraisal	200,000.00	
Downstreet Housing	100,000.00	
Subtotal	845,946.00	
Unspent/Unpledged	278,963.73	