

**Special Meeting of the Waterbury Select Board**

**Monday September 9, 2024**

**In Person: Steele Community Room  
28 North Main Street**

Join Zoom Meeting

<https://www.zoom.us/join>

Meeting ID: 825 4051 3192

Passcode: 672814

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US

- 7:00pm Approve Agenda
- 7:05pm Consent Agenda Items:  
a.) Minutes of August 19, 2024  
b.) Second Class License for Corbyn & Topper Hospitality (Michael's on the Hill) 4182  
Waterbury Stowe Road Waterbury
- 7:10pm Public
- 7:15pm Appointment of Library Commissioner  
Unexpired term ending March 4, 2025
- 7:25pm Natural Disaster Preparedness Committee Update
- 7:40pm After Action Report CReW
- 8:00pm Flood Expenses
- 8:10pm CReW and future floods
- 8:30pm Mitigation Update
- 8:40pm Division of Local Options Tax Allocation
- 8:50pm Town Meeting Day (second discussion)
- 9:10pm Development Project on Town Owned Land
- 9:25pm Town of Hyde Park for Kennel Services
- 9:30pm Next Meeting Agenda
- 9:35pm Executive Session – if needed
- 9:50pm Adjourn

**Next Meeting of the Select Board: Monday September 16, 2024**

**Parking Lot:**

◦3 Year Budget Plan      ◦Parade and Event Permits      ◦Natural Disaster Preparedness Handbook

◦2023 Audit

## TOWN OF WATERBURY VERMONT

Application Form for Town Commissions, Boards, and Committees Please submit your application to one of the below: In person or by mail: Board Search, Town of Waterbury, 28 N. Main St. Waterbury, VT 05676 or by email to: karen@waterburyvt.com Please supply the following information: 1) Review the scheduled meeting day/time of the Commission, Board, or Committee along with the length of the term of the position.

Will you be able to regularly make the meetings? YES

Will you be able to serve for the term of the position? YES

2) Please introduce yourself to the Selectboard by providing a one page cover letter detailing your background, experience, and interest in the board/commission/committee you are applying for. A 1-2 page resume is optional.

Name of Applicant: Christie Nold

Date: 12 June 2024

Phone Number: (802)922-8781

Email Address: [ChNold@gmail.com](mailto:ChNold@gmail.com)

Name of Commission/ Board/ Committee and term (if known): Waterbury Library Commission

How many years have you served on this Committee? 0 Years

If you serve on another Commission/Board/ Committee, please indicate which one(s): N/A

If you were referred or recommended for this position by someone, please share that reference's name and contact information. N/A

Waterbury Resident: YES

Please note, applicants are asked to attend the selectboard meeting at which volunteers will be nominated to their respective positions. If you cannot attend, please email Karen@waterburyvt.com in advance of the meeting to provide additional background information. All policies that apply to the town's Select Board also apply to all boards, commissions, and committees. Policies may be found at [www.waterburyvt.com/ordinances](http://www.waterburyvt.com/ordinances). For hard copies or accessibility accommodations please contact: Karen Petrovic; karen@waterburyvt.com

Greetings Waterbury Selectboard Members:

My name is Christie Nold and my partner Stephen Waud and I moved to Waterbury from Burlington in October 2022. Since that time, we welcomed a daughter into the world and have loved getting to know this wonderful town. It is because of our love for Waterbury, and its library, that I'm interested in filling the vacant seat on the Waterbury Library Commission.

When I'm not paddling on the reservoir, or enjoying storytime at the library with our daughter Willa, I am a social studies teacher at South Burlington High School. As an educator who teaches Global Citizenship as well as the Holocaust and Human Behaviors course, I am intimately aware of the role of literacy in our civic lives. As a public school teacher, I am dedicated to the protection and preservation of institutions that support all of our residents. I recognize that both our schools and libraries are often given the monumental task of filling many social service gaps that once existed for Vermont residents. I am deeply appreciative of the incredible workers that aim to make schools and libraries a safe place for everyone, and hope to aid their efforts!

In addition to my experience as a public school teacher, I have served as a teacher advisory council member to National Geographic and the Nellie Mae Education Foundation. I have also organized alongside the Education Justice Coalition and am an active member of the Waterbury Area Anti-Racism Coalition. I recently hosted the 4th annual Zinn Education Teach Truth Day of Action at Bridgeside Books where I had the wonderful opportunity to connect with Waterbury residents about the importance of teaching the truth and allowing access to literature that reflects the lived experiences of our students. I also hope to support HUUSD as they work to craft an equity policy during the coming school year.

My past work experience includes directing school programs at Shelburne Farms, two years of teaching in a village school in Ukraine, as well as a research and teaching assistantship at the University of Vermont where I completed my graduate work in History with a focus on Holocaust and genocide studies. I believe my experiences working in public facing roles, as well as commitment to education and our community, could be a wonderful asset to the Waterbury Library Commission.

Please know that I am open to any questions you may have, and welcome the opportunity to engage further. Thank you for your consideration of my application!

Warmly,  
Christie Nold  
[ChNold@gmail.com](mailto:ChNold@gmail.com) - (802)922-8781

**TOWN OF WATERBURY VERMONT**  
Application Form for Town Commissions, Boards, and Committees

*Please submit your application to **one** of the below:*

**In person or by mail:** Board Search, Town of Waterbury, 28 N. Main St. Waterbury, VT 05676 or by **email** to: [karen@waterburyvt.com](mailto:karen@waterburyvt.com)

**Please supply the following information:**

1) Review the scheduled meeting day/time of the Commission, Board, or Committee along with the length of the term of the position. Will you be able to regularly make the meetings? Y / N Will you be able to serve for the term of the position? Y / N

2) Please introduce yourself to the Selectboard by providing a one page cover letter detailing your background, experience, and interest in the board/commission/committee you are applying for. A 1-2 page resume is optional.

**Name of Applicant:** Erin Mooney

**Date:** June 17, 2024

**Phone Number:** 802-560-8136

**Email Address:** erin.mooney1@gmail.com

**Name of Commission/ Board/ Committee and term (if known):**

Library Commision

**How many years have you served on this Committee?** 0 Years

**If you serve on another Commission/Board/ Committee, please indicate which one(s):**

n/a

**If you were referred or recommended for this position by someone, please share that reference's name and contact information.**

Kit Walker, current library commissioner.

**Waterbury Resident:** Y / N (circle one) **Yes**

Please note, applicants are asked to attend the selectboard meeting at which volunteers will be nominated to their respective positions. If you cannot attend, please email [Karen@waterburyvt.com](mailto:Karen@waterburyvt.com) in advance of the meeting to provide additional background information.

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*For hard copies or accessibility accommodations please contact: Karen Petrovic; [karen@waterburyvt.com](mailto:karen@waterburyvt.com)*

June 20, 2024

Dear Select Board,

I am writing to express my interest in serving on the Library Commission. I understand this seat has been vacated mid-term and will expire in 2025. At that point, if I want to continue to serve on the Commission, I will need to be elected on Town Meeting Day.

I have been interested in serving on this board for some time and even attended a Library Commission meeting before COVID-19 to learn about an open position. Still, at that time I could not commit to the position. When Kit Walker, a current commissioner, friend, and former colleague reached out to let me know about this opening, I was ready to commit.

I have lived in Waterbury for 24 years and have been a library user and supporter of the Friends of Library for most of this time. I was the Adult Programs Coordinator for four years only leaving the position for my current one as a Special Educator and English teacher at U-32 Middle & High School in 2008. I brought my daughters to story times when we crowded so many children and parents into the back room of Dr. Janes' house, met life-long friends in book groups, and scooted across the parking lot from my adjacent backyard to grab something to read off the shelf. Of the many services our town offers, The Waterbury Public Library has been one of the most important to me.

Now, I am interested in helping the Waterbury Public Library serve our community. I understand the value of the library as a hub that promotes the lifelong learning of our town and surrounding towns through books, digital resources, educational programming, meeting space, and more. As a commissioner, I would attend regular meetings and be attentive to my role on the commission to carry out the mission of the Library.

I thank you for considering my application. I can be reached by email and phone at the contact information below if you require more information for your decision.

Sincerely,

Erin Mooney  
7 Winooski Street  
Waterbury, VT 05676  
erin.mooney1@gmail.com  
802-560-8136

<b>Known Flood Costs to Date as of 9/6/24</b>	
<b>Project</b>	<b>Cost</b>
Laurel Rd	89,470
Stowe Street	35,765
Henry Hough	19,980
Shaw Mansion	3,015
Blush Hill	3,858
Emergency Measures	4,886
Debris Cleanup	5,294
Perry Hill	10,378
Other Road Repairs	8,035
Non-Reimbursable Expenses	15,750
<b>Expected Future Project Costs</b>	
Shaw Mansion	30,000
Gregg Hill	175,000
Other Repairs & Debris Cleanup	7,500
Non Reimbursable Expenses	10,000
<b>Total Costs</b>	<b>418,931</b>
Estimated FEMA Project Reimbursement	288,860
Estimated FEMA Administrative Reimbursement	14,443
<b>Net Town Cost</b>	<b>115,629</b>
<b>Other Considerations</b>	
Documented Town Labor Costs (Budgeted)	22,560
Documented Town Equipment Costs ( Not Budgeted)	26,575

## Background

After three major flooding events within a one-year period the Town of Waterbury has made serious efforts to reevaluate critical infrastructure, determine the future of neighborhoods, and improve its ability to respond to future floods and other natural disasters. Our efforts ultimately led to a community forum on July 29, 2024 when an array of mitigation options and strategies were discussed with the community. The Town utilized professional facilitators to lead community conversations, culminating in individuals voting on community priorities. Those priorities were used to inform the Town's hazard mitigation pre-application, along with expert advice.

The Town has hired SLR Consulting to assist with preparation of the hazard mitigation grant pre-application, and we seek to engage with this firm to complete the hydrology, design and engineering work necessary to ultimately completing capital projects that would lessen the impact of future floods.

### Project 1: Update the December 2013 Waterbury Choke Study

The Town of Waterbury is seeking a FEMA grant to update the Waterbury Flood Study (also known as the Winooski Street Bridge Restriction Study or the Waterbury Choke Study) completed in December 2013 by SLR Consulting (formerly Milone & MacBroom). Since this study was performed following flood damages from Tropical Storm Irene in 2011, data collection and hydraulic modeling tools have advanced warranting another look at flood mitigation alternatives following recent floods and expanding the model to look at other repeat damage areas.

The primary task for this project is to collect water-penetrating green LIDAR over a larger study area and then create a 2-dimensional hydraulic model to (re)evaluate flood mitigation alternatives. Some of the same alternatives from the 2013 study will be evaluated as well as new alternatives to try and reduce local flood damages for larger floods like Tropical Storm Irene, moderate floods like July 2023, and smaller floods like July 2024. The model will be expanded to include the mainstem Winooski River from upstream of the Ice Center to Farris Field (~5.8 miles), Thatcher Brook from the confluence to Kneeland Flats Road/Guptil Road (~3.4 miles), and Graves Brook to near Perry Hill Road (~0.7 miles).

This work will be coupled to ongoing buyouts in repeat damage areas, property improvements such as floodproofing, and infrastructure improvements. In addition, findings will be reviewed in the context of dam operations at both Waterbury Reservoir and Bolton Falls.

An additional task of this project is to evaluate the downtown storm drainage pipes that drain runoff from the Main Street area towards the Winooski River. We note the gravity fed storm drainage system creates challenges for areas of Waterbury's downtown, as there are areas where the storm drains are lower than the Winooski. We therefore experience flooding through the storm drain system in areas that were not inundated by river water.

Pipe network models will be run with a range of downstream backwater conditions from no backwater (i.e., free flow) to large flood levels (i.e., fully backwatered). The models will be used to evaluate alternatives to improve drainage and reduce flood risk when river water enters and backwaters the systems. If available, the models used to design the system upgrades for the Main Street Reconstruction Project will be used to evaluate alternatives. Alternatives will include modifying the drainage systems, changing outlet elevations, stopping back flow with check valves, or installing pumping systems.

The goal of this study is to identify beneficial flood reduction alternatives that reduce the risk of damage during a range of flood levels to submit FEMA Hazard Mitigation Grant applications for design and implementation.

## Approach



Modeling is only as good as the data you put into the model, and thus we propose collecting drone-based topography and imagery across the project site. This information will provide high-accuracy elevations of the river channels, floodplain, roads, and buildings. LiDAR data collection will include both traditional and topobathymetric systems to collect floodplain, channel, and below water elevation data. Data provided will include digital terrain models, digital surface models, water surface model, ground control points, and a data accuracy report. The LiDAR data collected and resulting deliverables will be state-of-the-art, providing Waterbury with an asset and tool that will be useful for this study and moving forward.

Data collection will include survey of the storm sewer system, as needed. The Town's pipe and structure network mapping will be updated with survey and television investigation, as needed. The existing and new data will be used to create or update models of the drainage systems in the project area. The models will be used to evaluate potential modifications to reduce the extent of inundation in known problem areas during flood events.

We will estimate flood flows by scaling from nearby river gauges and assemble the 2-dimensional hydraulic model. The modeling will be validated with past high water marks and USGS flow and water level records during recent floods. Model runs will include past flood events to reconstruct scenarios that the community has recently lived through as well as predicted future flood levels. A wide range of existing and new flood mitigation alternatives (described below) will be evaluated for local and downstream flood mitigation.

Results from the alternatives analysis will be shared with the project team and the public to reach consensus on a set of preferred alternatives. The selected alternatives will be advanced to concept design (30% complete) to assist with funding applications.

A FEMA Benefit-Cost Analysis (BCA) will be prepared for the selected alternatives to confirm eligibility for FEMA HMGP funding. The BCA will require estimates of project construction costs and the benefits (i.e., avoided flood damages) to determine if the selected projects will be eligible for funding.

The modeling results, recommendations, conceptual designs, construction costs, permit needs, and BCA will be summarized in a report that is the ultimate deliverable for this phase of the project. Waterbury's leadership team, in concert with SLR Consulting, will present the project findings and recommendations at a final public meeting.

#### **Specific Alternatives to be Examined:**

- (1) **Harvey Farm Area Reconnection:** The first Waterbury Flood Study indicated that floodplain reconnection at the Harvey Farm would provide up to 1.1 feet of flood reduction for larger floods. The hydraulic model shows that the constricted floodplain due to channel incision, the presence of the railroad embankment, and historic fill has created a narrow floodplain that backs up water during floods. Removal of some of the fill along the farm could lower upstream flood levels. This flood mitigation alternative will be reevaluated with the more detailed data and hydraulic modeling approach to confirm flood risk reduction benefits.
- (2) **State Owned Cornfield:** The agricultural field between the state office complex and the Winooski River has an accumulation of sediment in the middle of the field from past flooding. The Town is seeking to remove the sediment to increase flood storage and drop flood levels along Randall Street and Elm Street. This project will likely include shaping the land along the edges of the cornfield to prevent flood waters from preferentially flowing towards homes while the center of the cornfield is dry. This evaluation would include floodplain reconnection on a piece of state-owned land across the Winooski River in the Town of Duxbury, along with re-evaluation of the connected floodplain at Dascomb Rowe Field that the Town owns.
- (3) **Winooski Street Bridge Area:** The Winooski Street Bridge has been suggested to be a restriction (or choke point) on flood flows leaving downtown Waterbury. However, the original flood study did not show change in flood





levels with widening or even removing the bridge. The bridge will be evaluated again using the improved hydraulic model. The alternative will include creating local floodplain storage and allowing road overtopping.

- (4) The Waterbury Wastewater Treatment Plant (WWTP) sits on a 39-acre parcel with open fields located between the lagoons and the Winooski River. The lower field overtopped during Tropical Storm Irene with shallow flooding. The previous hydraulic study indicated limited upstream flood reduction benefits with lowering the field, yet this floodplain reconnection alternative will be explored in the new model to understand potential flood mitigation benefits.

The berm around the WWTP is armored with either light riprap or Type II heavy stone fill based on past design plans. The hydraulics model will be used to understand if this armor is adequate to protect the WWTP from erosion damages, and if some level of floodplain reconnection in the area is possible that could reduce local or upstream flood levels.

- (5) Ice Center Lands: The Ice Center of Washington West, surrounding fields, and the access road are located in the Winooski River floodplain. The Ice Center was damaged during Tropical Storm Irene, yet was not damaged in July 2023 and July 2024 floods. The past hydraulic study explored limited field lowering to create flood storage, and now the Town would like to explore larger floodplain reconnection and possibly road relocation to maximize flood storage in the area to reduce risks to the Ice Center and downstream areas.

- (6) Route 2 Drainage: Homes in the low-lying areas between Little River Road and Jenny Davis Road on the north side of the Vermont Route 2 and the south side of Interstate 89 have experienced flooding prior to their neighbors across the road that are closer to the river. Local topography and drainage around the interstate appear to be creating increased local flood risk. The Town proposed to work with the Vermont Agency of Transportation to determine if culvert upsizing and other drainage improvements could reduce or eliminate repeat damages in the area. A drainage analysis will be performed to map runoff paths and estimate the amount of runoff making it to this location during a range of precipitation events to identify the preferred alternative. The updated hydraulic model of the Winooski River would be used in conjunction with the drainage analysis to guide design.

- (7) Thatcher Brook and Graves Brook Bridges, Culverts, Dam, and Floodplain

Flooding took place along Thatcher Brook and Graves Brook during July and December 2023 floods. The hydraulic study will be extended upstream to include the area where the brook flooded and damaged property and infrastructure to evaluate flood mitigation alternatives.

On Thatcher Brook, the updated model will be used to evaluate the bridges at Armory Drive and Main Street to reduce risks to nearby properties on Union Street, O'Hear Court, Huntington Place, and North Main Street. Floodplain reconnection along Thatcher Brook near Guptil Road would be evaluated to increase local storage. Finally, removal of the failing dam located just downstream of Laurel Road would be analyzed for local flood mitigation benefits, in addition to eliminating a downstream risk associated with a dam breach.

Further downstream, there are several large parcels along Thatcher Brook, in between Stowe Street and Armory Drive, that are undeveloped. While one is privately owned, the others are owned by the State of Vermont and the Edward Farrar Utility District. There are also several adjacent properties on Union Street (36, 38, 40 & 42 Union) which have pending buyout applications through FEMA. These properties collectively total ~ 16 acres. The updated



hydraulic model will be used to evaluate floodplain restoration in the area.

On Graves Brook the culvert at Lincoln Street would be evaluated to reduce flood risk from overtopping damages to the road and nearby houses.

The Town has an ongoing HMGP application with FEMA to create a flood bench and armor sewer infrastructure on lower Thatcher Brook along Stowe Street. This improved hydraulic model will support final design of this flood mitigation alternative.

Other Projects: Note that each one is a separate application.

### **(1) Protect Town Hall Basement & Heating/Cooling Systems**

Waterbury Town Hall was built in 2015 and utilities were placed above the flood plain, consistent with guidelines at the time. We now believe that utilities in the Town Offices should be elevated about the current predicted 500-year flood level. Current heating and cooling infrastructure sits on pedestals that are at 421.0'. The pedestals are 2' tall, placing final elevation at 423.0 feet.

Beginning with Hurricane Irene, the recent crests on the Winooski, as measured by the guage at Route 2, were as follows:

- 430.00 on 8/9/2011
- 426.03 on 7/10/2023
- 424.39 on 12/19/23
- 424.91 on 7/11/24

Water reached the base of the pedestals for our systems on 7/10/23. Despite the lower level of the Winooski River, it also reached the base of the pedestals on 7/11/24. We speculate that was due to a greater volume of water that came from Thatcher Brook, which passes close to Town Hall. While we recognize that heights at the guage location vs. Town Hall can be different, it seems likely that another storm approaching Irene's magnitude would inundate our systems; we therefore are requesting funding to raise the systems several feet.

We also do not have fully flood proof doors in the basement of Town Hall, and would like to remedy that situation.

When Hurricane Irene occurred town hall was in a different location, and the building was impacted to the point where a later demolition occurred. During the three latest floods town hall was not impacted, and served the community as the center of emergency operations. We believe it is vital to protect this community asset and ensure it remains available to serve the community in the event of with future emergencies.

### **(2) Manhole Infiltration Catch Pans**

The Town would like to install catch pans under manhole covers that are in the floodplain. Many manholes were completely submerged by flood waters in 2023, and the catch pans could help to limit the amount of water entering the sewer system. We estimate that, on the day of the July 2023 flood and the 4 following days, we experienced total inflows of at least 7 million gallons. Normal inflows during that period would total 1.0 to 1.2 million gallons; with the difference resulting from groundwater infiltration in an array of places. We believe the catch pans would substantially reduce inflows, allowing for the plant to remain fully operational, and to discharge fully treated effluent, for far longer.

We have determined a total of 100 manholes lie in the flood plain. We have reached out to vendors and the cost to



purchase the catch pans is \$9,485.60. We have the capacity to complete the installation using in-house labor.

### **(3) Trash Pump for Wastewater Plant**

During the three recent floods the Town had to employ trash pumps and siphon hoses to ensure the high flows at the wastewater plant did not overwhelm our infrastructure. Specifically, we were most concerned about the lagoon walls. Our plant is rated for 510,000 gallons per day, while normal flows are normally half of that amount. During the flood of July of 2023, we estimated total plant inflows at 7 million gallons over a 5-day period. We were fortunate to be able to borrow a large pump from the Town of Stowe several times over the past year, and we were able to rent a pump for the flood in July of 2024. But we believe that relying on rental equipment and our neighboring towns is not the best preparation for a future flood.

To ensure we are better prepared for the future we are seeking to purchase a 1,000 gallon/minute, 6" trash pump. We have priced a suitable model, including hoses, at approximately \$25,000. There may be additional shipping costs, but we believe this estimate is reasonable.





Come Join Us

# Citizens Have Your Say Day

January 13<sup>th</sup> - Crossett Brook Middle School

## Starting at 8:30

Pie for Breakfast – Bring a pie and the Duxbury Historical Society will serve it up in small slices so you can mix and match pieces for a serving and have a cup of coffee as well. They will do the work and provide the rest so a donation plate will be available.

Our legislative representatives will be available during that time to introduce themselves and you can talk to them one on one with your questions.

## 9:00

We will begin with a 15 minute question and answer period with our legislators. Once that has concluded we will have a moderated meeting to discuss the budget and town financials and ask the Selectboard general questions. Once that discussion is complete, candidates can introduce themselves to the voters and circulate their petitions.

## Presentations available through the day

Cemetery Commission

Duxbury Historical Society

Duxbury Land Trust

CV Fiber

Waterbury Public Library

WASI – Waterbury Ambulance

Duxbury Energy Committee

Elections Information

## Karen Petrovic

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**From:** Waterbury Roundabout <waterburyroundabout@gmail.com>  
**Sent:** Wednesday, August 21, 2024 2:11 PM  
**To:** Thomas Leitz; Karen Petrovic; Roger Clapp; Alyssa Johnson; Kane Sweeney; Michael Bard; Ian Shea  
**Subject:** Background on Duxbury Have Your Say Day  
**Attachments:** Say Day Outline 1-2-24.pdf; Duxbury Dec 2023 email to community.png; Duxbury March 5th Warning (1).pdf

Here you go Tom, Karen and select board members - (no need to reply)  
Here's some info for you about the Duxbury Town Meeting change that they set in motion in the fall of 2022.

Attached is the PDF of the 2024 Duxbury Citizens Have Your Say Day document that's on their town website's [Town Clerk page](#).

Also attached is the PDF of the 2024 town meeting day warning so you see how their articles are done. They don't vote on every charitable contribution separately as Waterbury does. They just list them in their budget.

### **Here are links to a few Roundabout stories:**

Story about Duxbury's special Nov 2022 town meeting to discuss possible changes to town meeting

<https://www.waterburyroundabout.org/news-archive/duxbury>

Jan 2023 story from first Have Your Say Day

<https://www.waterburyroundabout.org/news-archive/zshck4zetu30rx0pu70oupmua9nrab>

March 2023 story about how town meeting day went with Australian ballot voting for everything - photos here too showing their drive through setup.

<https://www.waterburyroundabout.org/news-archive/pqx2jbtp3y0perayko8wul4gcm9hvj>

Interestingly, attendance at the Nov 2022 meeting to change town meeting was around 110-120. Attendance at the Jan 2023 first Say Day meeting was about the same.

This year, I counted fewer than 100 people at the January meeting - around 90. There seemed to be less communication about this than the year before. I did a story beforehand and the selectboard there mentioned it in an email that went out to community members in December and was posted on the town website ahead of time. **(screenshot attached to this email too)** They said they would send another one, but I think they forgot. I don't see another message closer to the meeting date. Granted, the messages they were sending out in early January had to do with emergency road issues due to the thaw and mud conditions.

They have a Mailchimp account that they for about 2 years now have been using to communicate with local residents who sign up for it. They have right around 400 people subscribed now. You can see the page on their website where people can sign up and they have an archive of past messages that you can look at as well as the google drive folder where they keep the messages for public record purposes.

On both occasions of the January meetings, the time window was from 8:30 when people arrived to get pie and coffee and settle in and chat, until about noon when everyone filed out after helping pick up all of the chairs. (This took place in the cafeteria at Crossett Brook MS).

The portion from the legislators talking through the budget discussion and candidate information and other announcements was a little over 2

hours from 9 until a little after 11. There were a handful of other announcements from some of the groups with tables there (like get your covid tests, and WASI has 911 address signs you can order, and enter the contest to name the dump truck) People milled around a bit afterward.

I'm sure Duxbury Selectboard Chair Richard Charland and Town Clerk Maureen Harvey can answer more questions.

The issue of whether suggestions at the Jan meeting get incorporated into the budget being "legally binding" did not come up in the two meetings they have held so far. The board just generally asked for questions and suggestions. Nothing amounted to revising the drafts they were reviewing. I don't know how they would have handled a suggestion that the board or others in the room disagreed with.

Karen asked about what ballots with all of the articles on them look like. I don't have sample ballot files from 2023 or 2024 Duxbury but Waterbury did that in 2021 and 2022 when there was no in-person town meeting during the height of COVID. Those would be good examples of what an all-Australian ballot vote would look like in Waterbury.

Hope this is helpful!

Lisa

Lisa Scagliotti

*editor*

[WaterburyRoundabout.org](http://WaterburyRoundabout.org)

802-373-5878 mobile

**WARNING FOR THE ANNUAL MEETING OF  
THE TOWN OF WATERBURY  
TO BE HELD MARCH 1<sup>st</sup>, 2022**

**The inhabitants of the Town of Waterbury who are legal voters in Town Meetings are hereby notified and warned to conduct business by Australian ballot at Brookside Primary School Gym at 47 Stowe Street from 7:00 o'clock in the forenoon to 7:00 o'clock in the afternoon on March 1<sup>st</sup>, 2022 to act on Articles 1 through 34 listed below.**

A public informational meeting will be held in the Steele Community Room at 28 North Main Street and will be available by ZOOM, to allow for questions and discussions on these matters, on Tuesday February 22, 2022 at 7:00 p.m. Information on the meeting will be located on the Town's website at <https://www.waterburyvt.com/boards/selectboard> under Select Board agendas.

**ARTICLE 1:** To elect by Australian ballot a Moderator to preside at the meetings of the Town whose term of office shall be for the ensuing year.

**ARTICLE 2:** To elect by Australian ballot the following offices: Clerk for a 1-year term; Treasurer for a 1-year term; one Select Board member for a 3-year term and two Select Board members for a 1-year term each; Lister for a 3-year term; Library Commissioner for a 5-year term; Cemetery Commissioner for an unexpired 2-year term; Cemetery Commissioner for a 5-year term, and Cemetery Commissioner for an unexpired 2-year term.

**ARTICLE 3:** To elect by Australian ballot for the Harwood Unified Union School District one School Director for a 3-year term each and one School Director for an unexpired 2-year term.

**ARTICLE 4:** Shall the Town of Waterbury tax warrant on real property be dated July 1, 2022, and that taxes be due in two installments, with the first installment due and payable on August 12, 2022, and the second installment be due and payable on November 4, 2022, that each installment be paid in hand at the Municipal Office by 4:30pm on the due date, without discount and that interest be charged at the maximum allowed by statute, not to exceed one and one-half percent per month or portion thereof on each installment, and a late penalty of eight percent be charged as allowed by statute on taxes not paid when due?

**ARTICLE 5:** Shall the Town of Waterbury authorize the expenditure of \$1,698,455 for purchases of vehicles, capital improvements, building operations and the payments of debt identified in the town's capital improvement and building fund budgets?

**ARTICLE 6:** Shall the Town of Waterbury approve sums of money for the interest of its inhabitants and for the prosecution and defense of the common rights, for laying out and repairing highways and other necessary expenses: for general expenses \$3,982,415 plus for highway expenses \$1,959,365 plus for library expenses \$540,845; plus any additional monies voted affirmatively by Australian ballot on March 1, 2022: plus for expenditures and transfers of designated reserve and special purpose funds, estimated at \$152,230 for which no additional taxes are necessary; and that the Select Board be authorized set a tax rate up to \$.53/\$100 on the Grand List for these municipal expenses and to issue bills for collection of the necessary property taxes.



**ARTICLE 7:** Shall the Town of Waterbury vote to appropriate \$100,000 to the Ice Center of Washington West to allow for necessary capital improvements to the facility, at no cost to the property tax payer, using American Rescue Plan Act (ARPA) Funds provided by the U.S. Federal Government?

**ARTICLE 8:** Shall the Town of Waterbury authorize the select board to spend up to \$50,000 to engage a consultant to develop a Master Plan for Recreation Facilities at Hope Davey Park and on land used for recreation activities on 40 acres of land owned by the Edward Farrar Utility District on River Road, near the Ice Center of Washington West?

**ARTICLE 9:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of Central Vermont Adult Basic Education?

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**ARTICLE 20:** Shall the Town of Waterbury vote to appropriate \$200 for support of Mosaic (fka Sexual Assault Crisis Team)?

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**ARTICLE 22:** Shall the Town of Waterbury vote to appropriate \$500 for support of the Vermont Association for the Blind and Visually impaired?

**ARTICLE 23:** Shall the Town of Waterbury vote to appropriate \$1,500 for support of Washington County Youth Service Bureau, Inc.?

**ARTICLE 24:** Shall the Town of Waterbury vote to appropriate \$1,000 for support of Family Center of Washington County?

**ARTICLE 25:** Shall the Town of Waterbury appropriate \$2,500 for support of Waterbury LEAP (Local Energy Action Partnership)?

**ARTICLE 26:** Shall the Town of Waterbury appropriate \$20,000 for the Waterbury Area Senior Association in addition to the amount included in the General Fund Budget for such purpose?

**ARTICLE 27:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of the American Red Cross?

**ARTICLE 28:** Shall the Town of Waterbury vote to appropriate \$250 for support of OUR House of Central Vermont?

**ARTICLE 29:** Shall the Town of Waterbury vote to appropriate \$100 for support of Central Vermont State Police Advisory Board?

**ARTICLE 30:** Shall the Town of Waterbury vote to appropriate \$500 for support of Community Harvest of Central Vermont?

**ARTICLE 31:** Shall the Town of Waterbury vote to appropriate \$500 for support of Everybody Wins! Vermont?

**ARTICLE 32:** Shall the Town of Waterbury appropriate \$3,000 for support of Washington County Mental Health?

**ARTICLE 33:** Shall the Town of Waterbury appropriate \$2,500 for the support of the Waterbury Area MakerSphere Cooperative to support the creative community for residents of the Town?

**ARTICLE 34:** Shall the Town of Waterbury appropriate \$1,000 for the support of The Friends of the Waterbury Reservoir to help protect and promote the use of the Reservoir for the residents of the Town of Waterbury?

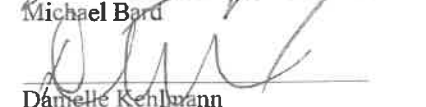
Dated at Waterbury, Vermont the 24<sup>th</sup> day of January, 2023.

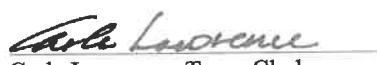
  
Mark Fier, Chair

  
Chris Viens

  
Michael Bard

\_\_\_\_\_  
Katlyn Martin

  
Danelle Kenlbmann

  
Carla Lawrence, Town Clerk

Received and recorded this 25<sup>th</sup> day of January 2022.

**OFFICIAL BALLOT  
ANNUAL TOWN MEETING  
WATERBURY, VERMONT  
MARCH 1, 2022**

BALLOT 1 OF 2

**INSTRUCTIONS TO VOTERS**

- A. TO VOTE, completely fill in the OVAL to the RIGHT of your choice(s) like this:
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name on the line provided and completely fill in the OVAL.

**FOR TOWN MODERATOR**

FOR 1 YEAR Vote for not  
more than One

**JEFFREY P. KILGORE**

(Write-in)

**FOR TOWN CLERK**

FOR 1 YEAR Vote for not  
more than One

**CARLA LAWRENCE**

(Write-in)

**FOR TOWN TREASURER**

FOR 1 YEAR Vote for not  
more than One

**CARLA LAWRENCE**

(Write-in)

**FOR SELECTBOARD**

FOR 3 YEARS Vote for not  
more than One

**MICHAEL BARD**

(Write-in)

**FOR SELECTBOARD**

FOR 1 YEAR Vote for not  
more than Two

**MATTHEW ABAIR**

**ALYSSA JOHNSON**

**FLORA SCOTT**

**ELISABETH 'LISA' WALTON**

(Write-in)

(Write-in)

**FOR HARWOOD UNIFIED  
UNION SCHOOL  
DISTRICT DIRECTOR**

FOR 3 YEARS Vote for not  
more than One

**VICTORIA TARAVELLA**

(Write-in)

**FOR HARWOOD UNIFIED  
UNION SCHOOL  
DISTRICT DIRECTOR**

FOR A 2 YEAR  
UNEXPIRED TERM Vote for not  
more than One

(Write-in)

**FOR LISTER**

FOR 3 YEARS Vote for not  
more than One

**ALEC G. TUSCANY**

(Write-in)

**FOR CEMETERY  
COMMISSIONER**

FOR 5 YEARS Vote for not  
more than One

**BARBARA WALTON**

(Write-in)

**FOR CEMETERY  
COMMISSIONER**

FOR A 2 YEAR  
UNEXPIRED TERM Vote for not  
more than One

**AMY L. KINSELL**

(Write-in)

**FOR LIBRARY  
COMMISSIONER**

FOR 5 YEARS Vote for not  
more than One

**MARGARET MORELAND**

(Write-in)

**FOR LIBRARY  
COMMISSIONER**

FOR A 2 YEAR  
UNEXPIRED TERM Vote for not  
more than One

(Write-in)

**ARTICLES**

**ARTICLE 4.** Shall the Town of Waterbury tax warrant on real property be dated July 1, 2022, and that taxes be due in two installments, with the first installment due and payable on August 12, 2022, and the second installment be due and payable on November 4, 2022, that each installment be paid in hand at the Municipal Office by 4:30 pm on the due date, without discount and that interest be charged at the maximum allowed by statute, not to exceed one and one-half percent per month or portion thereof on each installment, and a late penalty of eight percent be charged as allowed by statute on taxes not paid when due?

**YES**

**NO**

**TURN BALLOT OVER AND CONTINUE VOTING**

**ARTICLES CONTINUED**

**ARTICLE 5.** Shall the Town of Waterbury authorize the expenditure of \$1,698,455 for purchases of vehicles, capital improvements, building operations and the payments of debt identified in the town's capital improvement and building fund budget? **YES**  **NO**

**ARTICLE 6.** Shall the Town of Waterbury approve sums of money for the interest of its inhabitants and for the prosecution and defense of the common rights, for laying out and repairing highways and other necessary expenses: for general expenses \$3,982,415 plus for highway expenses \$1,959,365 plus for library expenses \$540,845; plus any additional monies voted affirmatively by Australian ballot on March 1, 2022: plus for expenditures and transfers of designated reserve and special purpose funds, estimated at \$152,230 for which no additional taxes are necessary; and that the Select Board be authorized set a tax rate up to \$.53/\$100 on the Grand List for these municipal expenses and to issue bills for collection of the necessary property taxes. **YES**  **NO**

**ARTICLE 7.** Shall the Town of Waterbury vote to appropriate \$100,000 to the Ice Center of Washington West to allow for necessary capital improvements to the facility, at no cost to the property tax payer, using American Rescue Plan Act (ARPA) Funds provided by the U.S. Federal Government? **YES**  **NO**

**ARTICLE 8.** Shall the Town of Waterbury authorize the select board to spend up to \$50,000 to engage a consultant to develop a Master Plan for Recreation Facilities at Hope Davey Park and on land used for recreation activities on 40 acres of land owned by the Edward Farrar Utility District on River Road, near the Ice Center of Washington West? **YES**  **NO**

**ARTICLE 9.** Shall the Town of Waterbury vote to appropriate \$2,000 for support of Central Vermont Adult Basic Education? **YES**  **NO**

**ARTICLE 10.** Shall the Town of Waterbury vote to appropriate \$800 for support of the Waterbury Community Band? **YES**  **NO**

**ARTICLE 11.** Shall the Town of Waterbury vote to appropriate \$1,000 for support of Capstone Community Action? **YES**  **NO**

**ARTICLE 12.** Shall the Town of Waterbury vote to appropriate \$1,250 for support of Central Vermont Council on Aging? **YES**  **NO**

**ARTICLE 13.** Shall the Town of Waterbury vote to appropriate \$1,500 for support of Downstreet Housing and Community Development? **YES**  **NO**

**ARTICLE 14.** Shall the Town of Waterbury appropriate \$4,000 for support of the Early Education Resource Center of Waterbury ("Children's Room")? **YES**  **NO**

**ARTICLE 15.** Shall the Town of Waterbury vote to appropriate \$600 for support of the Vermont Center for Independent Living? **YES**  **NO**

**ARTICLE 16.** Shall the Town of Waterbury appropriate \$7,323 for support of Green Mountain Transit Agency? **YES**  **NO**

**ARTICLE 17.** Shall the Town of Waterbury vote to appropriate \$500 for support of Good Beginnings of Central Vermont? **YES**  **NO**

**ARTICLE 18.** Shall the Town of Waterbury vote to appropriate \$1,000 for support of People's Health and Wellness Clinic? **YES**  **NO**

**ARTICLE 19.** Shall the Town of Waterbury vote to appropriate \$1,000 for support of the Retired Senior Volunteer Program (R.S.V.P.)? **YES**  **NO**

**GO TO THE NEXT BALLOT AND CONTINUE VOTING**

**OFFICIAL BALLOT  
ANNUAL TOWN MEETING  
WATERBURY, VERMONT  
MARCH 1, 2022**

BALLOT 2 OF 2

**ARTICLES CONTINUED**

**ARTICLE 20.** Shall the Town of Waterbury vote to appropriate \$200 for support of Mosaic (fka Sexual Assault Crisis Team)? **YES**   
**NO**

**ARTICLE 21.** Shall the Town of Waterbury vote to appropriate \$1,375 for support of Circle? **YES**   
**NO**

**ARTICLE 22.** Shall the Town of Waterbury vote to appropriate \$500 for support of the Vermont Association for the Blind and Visually impaired? **YES**   
**NO**

**ARTICLE 23.** Shall the Town of Waterbury vote to appropriate \$1,500 for support of Washington County Youth Service Bureau, Inc.? **YES**   
**NO**

**ARTICLE 24.** Shall the Town of Waterbury vote to appropriate \$1,000 for support of Family Center of Washington County? **YES**   
**NO**

**ARTICLE 25.** Shall the Town of Waterbury appropriate \$2,500 for support of Waterbury LEAP (Local Energy Action Partnership)? **YES**   
**NO**

**ARTICLE 26.** Shall the Town of Waterbury appropriate \$20,000 for the Waterbury Area Senior Association in addition to the amount included in the General Fund Budget for such purpose? **YES**   
**NO**

**ARTICLE 27.** Shall the Town of Waterbury vote to appropriate \$2,000 for support of the American Red Cross? **YES**   
**NO**

**ARTICLE 28.** Shall the Town of Waterbury vote to appropriate \$250 for support of OUR House of Central Vermont? **YES**   
**NO**

**ARTICLE 29.** Shall the Town of Waterbury vote to appropriate \$100 for support of Central Vermont State Police Advisory Board? **YES**   
**NO**

**ARTICLE 30.** Shall the Town of Waterbury vote to appropriate \$500 for support of Community Harvest of Central Vermont? **YES**   
**NO**

**ARTICLE 31.** Shall the Town of Waterbury vote to appropriate \$500 for support of Everybody Wins! Vermont? **YES**   
**NO**

**ARTICLE 32.** Shall the Town of Waterbury appropriate \$3,000 for support of Washington County Mental Health? **YES**   
**NO**

**ARTICLE 33.** Shall the Town of Waterbury appropriate \$2,500 for the support of the Waterbury Area MakerSphere Cooperative to support the creative community for residents of the Town? **YES**   
**NO**

**ARTICLE 34.** Shall the Town of Waterbury appropriate \$1,000 for the support of The Friends of the Waterbury Reservoir to help protect and promote the use of the Reservoir for the residents of the Town of Waterbury? **YES**   
**NO**

**YOU HAVE NOW COMPLETED VOTING THIS BALLOT**

**WARNING FOR THE ANNUAL MEETING OF  
THE TOWN OF WATERBURY  
TO BE HELD MARCH 1<sup>st</sup>, 2022**

**RESULTS OF ARTICLES 4 – 34**

**ARTICLE 4:** Shall the Town of Waterbury tax warrant on real property be dated July 1, 2022, and that taxes be due in two installments, with the first installment due and payable on August 12, 2022, and the second installment be due and payable on November 4, 2022, that each installment be paid in hand at the Municipal Office by 4:30pm on the due date, without discount and that interest be charged at the maximum allowed by statute, not to exceed one and one-half percent per month or portion thereof on each installment, and a late penalty of eight percent be charged as allowed by statute on taxes not paid when due?

YES 675  
NO 54

**ARTICLE 5:** Shall the Town of Waterbury authorize the expenditure of \$1,698,455 for purchases of vehicles, capital improvements, building operations and the payments of debt identified in the town's capital improvement and building fund budgets?

YES 889  
NO 136

**ARTICLE 6:** Shall the Town of Waterbury approve sums of money for the interest of its inhabitants and for the prosecution and defense of the common rights, for laying out and repairing highways and other necessary expenses: for general expenses \$3,982,415 plus for highway expenses \$1,959,365 plus for library expenses \$540,845; plus any additional monies voted affirmatively by Australian ballot on March 1, 2022: plus for expenditures and transfers of designated reserve and special purpose funds, estimated at \$149,730 for which no additional taxes are necessary; and that the Select Board be authorized set a tax rate up to \$.53/\$100 on the Grand List for these municipal expenses and to issue bills for collection of the necessary property taxes.

YES 887  
NO 137

**Article 7:** Shall the Town of Waterbury vote to appropriate \$100,000 to the Ice Center of Washington West to allow for necessary capital improvements to the facility, at no cost to the property tax payer, using American Rescue Plan Act (ARPA) Funds provided by the U.S. Federal Government?

YES 871  
NO 174

**Article 8:** Shall the Town of Waterbury authorize the select board to spend up to \$50,000 to engage a consultant to develop a Master Plan for Recreation Facilities at Hope Davey Park and on land used for recreation activities on 40 acres of land owned by the Edward Farrar Utility District on River Road, near the Ice Center of Washington West?

YES 747  
NO 271

**ARTICLE 9:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of Central Vermont Adult Basic Education?

YES 889  
NO 131

**ARTICLE 10:** Shall the Town of Waterbury vote to appropriate \$800 for support of the Waterbury Community Band?

YES 876  
NO 150

**ARTICLE 11:** Shall the Town of Waterbury vote to appropriate \$1,000 for support of Capstone Community Action?

YES 791  
NO 208

**ARTICLE 12:** Shall the Town of Waterbury vote to appropriate \$1,250 for support of Central Vermont Council on Aging?

YES 933  
NO 98

**ARTICLE 13:** Shall the Town of Waterbury vote to appropriate \$1,500 for support of Downstreet Housing and Community Development?

YES 815  
NO 197

**ARTICLE 14:** Shall the Town of Waterbury appropriate \$4,000 for support of the Early Education Resource Center of Waterbury (“Children’s Room”)?

YES 862  
NO 165

**ARTICLE 15:** Shall the Town of Waterbury vote to appropriate \$600 for support of the Vermont Center for Independent Living?

YES 899  
NO 121

**ARTICLE 16:** Shall the Town of Waterbury appropriate \$7,323 for support of Green Mountain Transit Agency?

YES 845  
NO 178

**ARTICLE 17:** Shall the Town of Waterbury vote to appropriate \$500 for support of Good Beginnings of Central Vermont?

YES 796  
NO 211

**ARTICLE 18:** Shall the Town of Waterbury vote to appropriate \$1,000 for support of People’s Health and Wellness Clinic?

YES 840  
NO 179

**ARTICLE 19:** Shall the Town of Waterbury vote to appropriate \$1,000 for support of the Retired Senior Volunteer Program (R.S.V.P.)?

YES 918  
NO 105

**ARTICLE 20:** Shall the Town of Waterbury vote to appropriate \$200 for support of Mosaic (fka Sexual Assault Crisis Team)?

YES 882  
NO 160

**ARTICLE 21:** Shall the Town of Waterbury vote to appropriate \$1,375 for support of Circle?

YES 624  
NO 328

**ARTICLE 22:** Shall the Town of Waterbury vote to appropriate \$500 for support of the Vermont Association for the Blind and Visually impaired?

YES 951  
NO 96

**ARTICLE 23:** Shall the Town of Waterbury vote to appropriate \$1,500 for support of Washington County Youth Service Bureau, Inc.?

YES 859  
NO 167

**ARTICLE 24:** Shall the Town of Waterbury vote to appropriate \$1,000 for support of Family Center of Washington County?

YES 845  
NO 179

**ARTICLE 25:** Shall the Town of Waterbury appropriate \$2,500 for support of Waterbury LEAP (Local Energy Action Partnership)?

YES 768  
NO 250

**ARTICLE 26:** Shall the Town of Waterbury appropriate \$20,000 for the Waterbury Area Senior Association in addition to the amount included in the General Fund Budget for such purpose?

YES 851  
NO 169

**ARTICLE 27:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of the American Red Cross?

YES 832  
NO 189

**ARTICLE 28:** Shall the Town of Waterbury vote to appropriate \$250 for support of OUR House of Central Vermont?

YES 746  
NO 241

**ARTICLE 29:** Shall the Town of Waterbury vote to appropriate \$100 for support of Central Vermont State Police Advisory Board?

YES 770  
NO 244



**ARTICLE 30:** Shall the Town of Waterbury vote to appropriate \$500 for support of Community Harvest of Central Vermont?

YES 774  
NO 241

**ARTICLE 31:** Shall the Town of Waterbury vote to appropriate \$500 for support of Everybody Wins! Vermont?

YES 651  
NO 328

**ARTICLE 32:** Shall the Town of Waterbury appropriate \$3,000 for support of Washington County Mental Health?

YES 934  
NO 111

**ARTICLE 33:** Shall the Town of Waterbury appropriate \$2,500 for the support of the Waterbury Area MakerSphere Cooperative to support the creative community for residents of the Town?

YES 718  
NO 300

**ARTICLE 34:** Shall the Town of Waterbury appropriate \$1,000 for the support of The Friends of the Waterbury Reservoir to help protect and promote the use of the Reservoir for the residents of the Town of Waterbury?

YES 919  
NO 139





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: September 6, 2024  
From: Tom Leitz  
To: Selectboard  
Re: Development of Town Owned Land

The Town Zoning Administrator performed a review of town owned land and noted the parcel of land near the Elementary School was underutilized and could be a potential site for housing. Prior to this observation I had not reviewed potential future uses for the site; but after some review and planning work I believe the land could be suitable for a housing development.

The parcel is 4.67 acres in total and has some development constraints, to wit:

- A portion of the nearby land is permanently conserved for recreation, which was part of a land swap agreement that was necessary to build town hall and the library.
- The Town has a parking agreement with the school, which would be honored. While the lot can be reconfigured, the general size of the parking lot must remain.
- The land is not served by EFUD sewer, so a new line would need to be built. This would likely run on the edge of the lot, and connect a short distance down High Street, which would need to be excavated and rebuilt.
- The existing storage building would be demolished, and a new one would be built at the bottom of the lot. The existing building has an asbestos shingle roof. In my judgment, eliminating this liability would be a major positive outcome of this development.

We are actively working to understand the issues above and estimate our potential costs, but our initial estimates suggest the gain from a sale of the lots could feasibly meet or exceed our costs. The proposed 8 lot subdivision is an initial concept for the land. Staff recognize this proposal is at the beginning stage, and any final proposal would need substantial public input and review.

**INTERLOCAL AGREEMENT  
REGARDING ANIMAL SHELTER SERVICES  
BETWEEN THE TOWNS OF HYDE PARK AND \*\*\*\*\***

This Inter-local Agreement (“Agreement”) regarding Animal Shelter Services is made and is effective as of the date the last party signs below, by and between the Town of Hyde Park, a Vermont municipality located in Lamoille County, State of Vermont (hereinafter “Hyde Park”), and the Town of \*\*\*\*\* , a Vermont municipality in Lamoille County, State of Vermont (hereinafter “\*\*\*\*\*”).

**WHEREAS,** \*\*\*\*\* regulates animals pursuant to its Town Policy / Ordinance; and

**WHEREAS,** \*\*\*\*\* does not have facilities to shelter, care for, and dispose of animals as specified in its Town Policy / Ordinance; and

**WHEREAS,** Section 3381 of Title 20 of Vermont Statutes Annotated requires each town to maintain as many good and sufficient pounds as it may need for the impounding of animals liable to be impounded and allows a town to keep a pound in an adjacent town if the adjacent town consents and it further allows the pound keeper to be a resident of an adjacent town; and

**WHEREAS,** Hyde Park is agreeable to consenting to \*\*\*\*\* using Hyde Park’s Animal Shelter as \*\*\*\*\* ’s pound and to rendering kenneling services on the terms and conditions set forth below.

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**I. SCOPE OF SERVICES**

A. Hyde Park shall provide the services described herein for Animals, defined below, that are found or living in \*\*\*\*\* and that are held in the Hyde Park Animal

Shelter. In consideration of Hyde Park providing such services, \*\*\*\*\* agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement, the term “Animals” shall refer to any domestic canine or wolf-hybrid. Hyde Park and \*\*\*\*\* will request assistance from the Agency of Natural Resources, Vermont Fish & Wildlife Department, to deal with other classes of animals such as reptile, amphibian, bird, or other non-human mammals.

C. Hyde Park Animal Shelter Services shall include:

1. Receiving, sheltering, and holding stray and owner-surrendered Animals at facilities operated by Hyde Park. \*\*\*\*\* will have three (3) dedicated kennel spaces. Any beyond that, \*\*\*\*\*'s ACO will need to check with Hyde Park ACO if sufficient capacity is available to receive, shelter and hold said Animals at the time of delivery. Sheltering will include daily care, feeding and extensive human contact/interaction.
2. Releasing Animals to their owners, making reasonable efforts to collect impound, relinquishment, or other fees or fines as established by Hyde Park and \*\*\*\*\*.
3. Hyde Park has no obligation to release an Animal to its owner until all fees associated with the Animal have been paid. Regardless of the foregoing language, Hyde Park, may, in its sole discretion, release an Animal to its owner upon accepting less than the full amount of fees owed to \*\*\*\*\* or Hyde Park based on the financial hardship of the Animal owner, if it is in the best interest of the Animal and the operations of the Animal Shelter. If Hyde Park intends to accept less than the full amount of such fees, it will endeavor to provide \*\*\*\*\* with notice of such intent prior to accepting less than such a full amount.

D. \*\*\*\*\* agrees to furnish Hyde Park copies of all provisions of its Town Policy/ Ordinance and regulations affecting Animals in \*\*\*\*\* and Hyde Park's performance under this Agreement. \*\*\*\*\* shall notify Hyde Park in writing at least thirty (30) days prior to the effective date of any amendment or revision.

E. Hyde Park shall have the authority to adopt out, or transfer to outside rescue organizations or humane societies, any Animal that has been impounded for more than a seven-day period. After the seven days (7) have run from the date of an

Animal's impoundment or kenneling in Hyde Park and if Animal has not been claimed within the aforesaid seven-day period, Hyde Park reserves the right to seek all reasonable and humane alternatives to euthanasia, if practicable.

F. If euthanasia is warranted, Hyde Park Animal Shelter will follow all protocols as stated per 13 V.S.A. § 371.

1. *For medical euthanasia* , Hyde Park will require an in-shelter exam and/or vet history that confirms terminal condition or diagnosis.
2. *For behavioral euthanasia*, Hyde Park will require either a written referral recommending euthanasia from a veterinarian or dog behaviorist or a final unappealed judgment order from a court or local quasi-judicial body with jurisdiction over the matter.

G. Hyde Park or \*\*\*\*\* shall not sell or donate any Animal for the purpose of scientific research or testing.

## **II. ANIMAL CONTROL OFFICER (“ACO”) RULES AND RESPONSIBILITIES**

A. In advance of presenting an Animal for impoundments at the Hyde Park Animal Shelter, the \*\*\*\*\* ACO will notify and confer with Hyde Park's ACO to determine whether there is sufficient space available at the Hyde Park Animal Shelter to impound the Animal. \*\*\*\*\* will have three (3) dedicated kennel spaces. Any beyond that, \*\*\*\*\* ACO will need to check with Hyde Park ACO if sufficient capacity is available to receive, shelter and hold said Animals at the time of delivery.

B. Only the ACOs of Hyde Park and \*\*\*\*\* along with Hyde Park Animal Shelter Personnel are permitted in the Hyde Park Animal Shelter.

C. The ACOs of Hyde Park and \*\*\*\*\* along with the Hyde Park Animal Shelter Personnel shall follow all applicable provisions of ordinances duly adopted by Hyde Park and \*\*\*\*\* . If a \*\*\*\*\* ordinance provision conflicts with a Hyde Park ordinance provision, the ordinance of the Town which the Animal in question was impounded for violating shall control.

D. The ACO (or their duly authorized assistant) under whose authority the Animal was impounded must be present to release any Animal.

- E. A log sheet must be filled out for all Animal intakes and releases regardless of the amount of time the Animal is impounded, which shall include at least the following information:
1. Shelter PIN (Personal Identification Number);
  2. Description of Animal (breed, coloring, approximate age; identifiable characteristics)
  3. Date, time, and place the Animal was found and apprehended and the reason for impoundment.
  4. Date and time of Animal's arrival at Hyde Park Animal Shelter
  5. Whether food and water were given to the Animal on arrival.
  6. Name of the individual who presented the Animal to the Hyde Park Animal Shelter.
  7. The suspected name of the Animal's owner (if known).
  8. The itemized total of all applicable costs and fees due prior to release of the Animal.
  9. The amount paid prior to release of the Animal with documentation confirming payment.
  10. The time and date of the release.
  11. To whom the Animal was released.
- F. If any Hyde Park Animal Shelter personnel or the \*\*\*\*\* ACO notice a sick or injured Animal in the Hyde Park Animal Shelter, \*\*\*\*\* ACO shall report such instance to the Hyde Park ACO.
- G. ACOs shall report all instances of a sick or injured Animal in the Hyde Park Animal Shelter to the Hyde Park Town Administrator who shall advise the Hyde Park Selectboard of the situation. The Hyde Park ACO shall confer with a veterinarian regarding a practical and humane course of action to address the injured or sick Animal. If the injured or sick Animal was presented to the Hyde Park Animal Shelter through the \*\*\*\*\* ACO, the Hyde Park ACO shall keep \*\*\*\*\* apprised of the veterinarian's recommendations and anticipated costs of the veterinarian recommended care. If \*\*\*\*\* ACO can be contacted within a

reasonable time under the circumstances, \*\*\*\*\* shall decide whether to follow the veterinarian's recommended course of care for Animals impounded by the \*\*\*\*\* ACO. If the \*\*\*\*\* ACO cannot be reached for consultation within a reasonable time under the circumstances, Hyde Park shall allow the veterinarian to provide the practical minimum stabilizing care or euthanasia as recommended by the veterinarian. The costs of such care shall be the responsibility of the Animal owner and part of the fees that are assessed prior to release of any Animal. If no Animal owner pays such fees, they shall be the responsibility of \*\*\*\*\* from which the Animal resided prior to impoundment in the Hyde Park Animal Shelter.

- H. Prior to the release of any Animal, the ACO responsible for impounding the Animal shall confirm that all applicable fees have been paid in full prior to release. Copies of documents confirming the payment of all applicable fees must be attached to the log sheet for record-keeping purposes.
- I. When an Animal owner comes to redeem and pickup an Animal from the Hyde Park Animal Shelter, they shall wait outside of the fence of the Shelter for the ACO that impounded the Animal (or their duly authorized representative or assistant) to bring the Animal out of the Animal Shelter to the Animal's owner.
- J. While not intended to list all the forms of behavior that are considered unacceptable between Hyde Park and \*\*\*\*\*, the following are examples of infractions or misconduct not including violations of Hyde Park and \*\*\*\*\* respective personnel policies:
  1. Any inhumane treatment, inhumane harm or inhumane death caused by Hyde Park or \*\*\*\*\* personnel to a sheltered Animal.
  2. Theft or inappropriate removal or possession of Hyde Park Animal Shelter property.
  3. Working under the influence of alcohol or illegal drugs, including non-prescription cannabis or tetrahydrocannabinol.
  4. Fighting or threatening violence.
  5. Negligence or improper conduct leading to damage of the Hyde Park Shelter.
  6. Unauthorized disclosure of confidential information.



### III. FEES, COSTS

- A. **TERM:** The term of this Agreement shall begin on the \_\_\_\_\_ day of September 2024 and shall continue for a period of one (1) year. This Agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein. Hyde Park may change the rate of compensation by providing one hundred and eighty (180) days' advanced written notice to the \*\*\*\*\* Selectboard of a change in the rate of compensation. Either party may terminate this Agreement as provided in Section IV, "Termination", herein.
- B. \*\*\*\*\* agrees to pay Hyde Park an annual fee of Five Thousand Dollars (\$5,000.00) for access to and use of the Hyde Park Animal Shelter.
- C. In addition to the annual fee, \*\*\*\*\* shall pay to Hyde Park daily shelter fees in the amount of Twenty-Five Dollars (\$25.00 ) per day that each Animal from \*\*\*\*\* impounded at the Hyde Park Animal Shelter that are not paid by Animal owners. Daily shelter fees cover the scope of services outlined in Subsection (I)(C)(1) above.
- D. \*\*\*\*\* agrees that Hyde Park will send out quarterly invoices for unpaid shelter fees that are due on or before:

1st Quarter – September 30, 2024

2nd Quarter – December 31, 2024

3rd Quarter – March 31, 2025

4th Quarter – July 30, 2025

Late payments shall be subject to a one percent (1 %) per month administrative fee.

- E. **Veterinarian and Other Costs:** If Hyde Park determines that an Animal impounded at the Hyde Park Animal Shelter by the \*\*\*\*\* ACO has been injured or otherwise requires veterinary attention, other than normal and routine examinations given to animals, then Hyde Park shall send the invoice for such costs to \*\*\*\*\* . If payment is not made by the Animal owner and Hyde Park is required to make payment to the veterinarian or animal hospital, Hyde Park shall add said costs to the next quarterly invoice sent to the \*\*\*\*\* .

#### **IV. TERMINATION**

This Agreement may be terminated, without cause and for convenience, by any party to this Agreement by serving written notice of termination upon the other parties hereto one-hundred eighty (180) days prior to the anticipated date of termination.

#### **V. INDEMNIFICATION**

To the extent provided by law, \*\*\*\*\*, its officers, board members, employees, and agents, agrees to indemnify, save, defend and hold harmless Hyde Park, its officers, board members, employees, and agents, for any liability for personal injury, property damage, or death arising in any manner whatsoever in connection with this Agreement or arising out of Hyde Park's care or release of an Animal from \*\*\*\*\* impounded at the Hyde Park Animal Shelter, except for claims arising out of Hyde Park personnel's gross negligence or willful acts.

#### **VI. OTHER PROVISIONS**

Hyde Park Animal Shelter shall not undertake any additional services except those set out herein above unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved by both parties' respective Town Selectboards.

- A. No oral Agreement shall be valid, and this written Agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this Agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.
- B. \*\*\*\*\* and Hyde Park agree that this Agreement is a result of a fair and good faith negotiation between the parties, that each party had an opportunity to review the Agreement with its legal counsel, and that any ambiguities shall not be interpreted against the party responsible for drafting this Agreement.

- C. Prior Agreements: This Agreement shall supersede any existing inter-local Agreements between Hyde Park and \*\*\*\*\* regarding the same subject matter and any such existing Agreements shall hereby be deemed terminated.
- D. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Electronic, .pdf and facsimiled signatures shall be treated as originals.
- E. The provisions of this Agreement are severable. If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, that provision shall be stricken, and the Parties shall thereafter work cooperatively and in good faith to reform the Agreement to reflect the original intent of the stricken provision

**VII. EXECUTION OF THIS AGREEMENT**

This Agreement shall not take effect nor be binding on either party unless this Agreement is approved by the respective Selectboard's of Hyde Park and \*\*\*\*\*

**IN WITNESS WHEREOF, the Town of Hyde Park and the Town of \*\*\*\*\* have executed this Agreement on the day and year first above written.**

By signing this Agreement, each signatory represents that he or she is duly authorized by the Selectboard of the Town for which the signatory is executing this Agreement.

**TOWN OF HYDE PARK:**

\_\_\_\_\_ Date  
 Town Administrator of Hyde Park \_\_\_\_\_, 2024

**TOWN OF \*\*\*\*\***

\_\_\_\_\_ Date  
 Town Manager of \*\*\*\*\* \_\_\_\_\_, 2024