

**Meeting of the Waterbury Select Board**  
**Monday January 20, 2025**  
**In Person: Steele Community Room**  
**28 North Main Street**

Join Zoom Meeting  
<https://www.zoom.us/join>  
Meeting ID: 868 3408 2571  
Passcode: 891113

Dial by your location  
1 929 205 6099  
1 301 715 8592

- 7:00pm Approve Agenda
- 7:05pm Consent Agenda Items:  
a.) Minutes of Special Meetings January 11, 2025 and January 13, 2025
- 7:10pm Public
- 7:15pm Planning Commission Town Plan Update
- 7:45 pm Review Draft Warning for Town Meeting
- 8:30 pm Wesley United Methodist Church Parking Agreement
- 8:40pm Municipal Ethics per Act 171
- 8:50pm Board, Committee and Manager Updates
- 9:05pm Next Meeting Agenda
- 9:10pm Executive Session re: labor relations agreements with employees per 1V.S.A §313(a)(1) – Requires a specific finding that premature general public knowledge would clearly place the public body involved at a substantial disadvantage
- 9:40pm Adjourn

**Next Meeting of the Select Board:** Monday February 3, 2025

**Parking Lot:**

·3 Year Budget Plan ·Parade and Event Permit ·Route 2 Neighborhood Public Safety

**WARNING FOR THE ANNUAL MEETING OF THE  
TOWN OF WATERBURY  
TO BE HELD MARCH 4, 2025**

The inhabitants of the Town of Waterbury who are legal voters in Town Meetings are hereby notified and warned to conduct business to meet in the Brookside Primary School Gym at 47 Stowe Street at 9:00 o'clock in the forenoon on March 4th, 2025 to act on the following matters:

**Article 1:** To elect 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 3-year; Treasurer for 3-year; one Select Board member for 3-year term and two Select Board members for 1-year term each; Lister for a 3-year term; Library Commissioner for a 5-year term and one Library Commissioner to fill an unexpired term for 1 year and one Library Commissioner to fill an unexpired term for 2 years; and Cemetery Commissioner for a 5-year term.

**Article 3:** To elect by Australian ballot for the Harwood Unified Union School District two School Directors for a 3-year term.

Note: The polls for voting by Australian ballot on Articles 2 and 3 will be open from seven o'clock in the forenoon to seven o'clock in the afternoon at Brookside Primary School at 47 Stowe Street.

**Article 4:** Shall the Town of Waterbury adopt all budget articles by Australian ballot pursuant to 17 V.S.A. §2680(c)?

**Article 5:** Shall the Town of Waterbury vote on all public questions by Australian ballot pursuant 17 V.S.A. §2680(d)?

**Article 6:** To act upon the reports of the several Town Officers with the exception of claims for fees or compensation during 2024.

**Article 7:** To act with respect to claims of Town Officers for their services during 2024.

**Article 8:** To see what action the Town will take with reference to fixing the date of the tax warrant and to set a date or dates when taxes on such property shall become due and payable and to specify the time of acceptable, the method of delivery, and to see whether the same shall be paid with or without discount and to provide for interest and penalty on such taxes as are not paid when due?

**Article 9:** To vote sums of money for necessary general government, highway, and library expenses, with the same to be expressed either in specific dollar amounts or as a rate or tax on the grand list.

**Article 10:** To see if the voters will authorize the selectboard to transfer up to \$380,000 from the Town's tax stabilization fund for the purchased of a fire vehicle, with the funds transferred back from Local Option Tax revenues, over a period not to exceed 3-years.

**Article 11:** To see if the voters will authorize the selectboard to transfer up to \$310,000 from the Town's tax stabilization fund for the purchased of a public works vehicle, with the funds transferred back from Local Option Tax revenues, over a period not to exceed 3-years.

**Article 12:** To see if the voters will authorize a sum of money to be expended from the capital funds for capital projects.

**Article 13:** To see if the voters of the Town will, during 2025, appropriate from Local Option Tax revenues:

- \$150,000 for gravel road materials and repairs
- \$25,000 towards highway capital fund needs
- \$17,500 towards development of conceptual plans and cost estimates for a new recreational facility at Anderson Field
- \$75,000 to capitalize the Town's housing trust fund
- \$25,000 towards a security system for the municipal building
- \$55,000 towards resurfacing the shallow end of the pool
- \$50,000 towards consulting services to assist the Planning and Conservation Commissions with Town Plan updates.

**Article 14:** To see if the voters of the Town will, during 2025, appropriate:

- \$1,000 for support of the Capstone Community Action
- \$1,375 for support of Circle
- \$500 for support of Community Harvest of Central Vermont
- \$1,500 for support of Downstreet Housing and Community Development
- \$500 for support of Everybody Wins! Vermont
- \$1,000 for the support of the Family Center of Washington County
- \$1,000 for support of The Friends of the Waterbury Reservoir
- \$500 for support of Good Beginnings of Central Vermont
- \$250 for support of OUR House of Central Vermont
- \$1,000 for support of the People's Health and Wellness Clinic
- \$1,000 for the support of the Retired Senior Volunteer Program (R.S.V.P.)
- \$500 for support of the Vermont Association for the Blind and Visually Impaired
- \$600 for support of the Vermont Center for Independent Living
- \$1,500 for support of the Washington County Youth Bureau, Inc.
- \$800 for the support of the Waterbury Community Band

**Article 15:** Shall the Town of Waterbury vote to appropriate \$975 for support of Mosaic?

**Article 16:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of Central Vermont Adult Basic Education?

**Article 17:** Shall the Town of Waterbury vote to appropriate \$4,000 for support of the Early Education Resource Center of Waterbury ("Children's Room")?

**Article 18:** Shall the Town of Waterbury vote to appropriate \$2,383 for support of the Green Mountain Transit Agency?

**Article 19:** Shall the Town of Waterbury vote to appropriate \$2,500 for support of Waterbury LEAP (Local Energy Action Partnership)?

**Article 20:** Shall the Town of Waterbury vote to appropriate \$6,500 for the Waterbury Area Senior Association in addition to the amount included in the General Fund Budget for such purpose?

**Article 21:** Shall the Town of Waterbury vote to appropriate \$2,000 for support of the American Red Cross?

**Article 22:** Shall the Town of Waterbury vote to appropriate \$3,000 for the support of Washington County Mental health?

**Article 23:** Shall the Town of Waterbury vote to appropriate \$2,500 for the support of the Waterbury Area MakerSphere Cooperative?

**Article 24:** Shall the Town of Waterbury vote to appropriate \$4,125 for the support of the Waterbury American Legion?

**Article 25:** Shall the Town of Waterbury vote to appropriate \$2,250 for the support of Central Vermont Council on Aging and AmeriCorps Senior RSVP?

Dated at Waterbury, Vermont the 20<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Aylssa Johnson, Chair

\_\_\_\_\_  
Kane Sweeney, Vice Chair

\_\_\_\_\_  
Mike Bard

\_\_\_\_\_  
Roger Clapp

\_\_\_\_\_  
Ian Shea

\_\_\_\_\_  
Karen Petrovic, Town Clerk

Recorded and received this 20<sup>th</sup> day of  
January, 2025

PARKING AGREEMENT

56 South Main Street, Waterbury, Vermont

This Parking Agreement (the "Agreement") is made \_\_\_\_\_, 2025 by and between the **TOWN OF WATERBURY**, a Vermont municipal corporation with its principal place of business at 28 North Main Street Suite 1, Waterbury, Vermont 05676 (the "Town") and **WESLEY METHODIST CHURCH OF WATERBURY, VERMONT INC.**, a Vermont non-profit corporation with a principal place of business 56 South Main Street, Waterbury, Vermont, 05676 (the "Church"). Each of the Town and the Church are referred to in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, the Church is the owner of property located at 56 South Main Street, Waterbury, Vermont (the "Property"), and

WHEREAS, the Property includes an existing parking lot for approximately \_\_ vehicles (the "Parking Lot") and

WHEREAS, the Parties desire to make the Parking Lot available for use by the public under mutually agreeable terms.

NOW THEREFORE, in consideration of the foregoing and the additional covenants and agreements herein contained, the Parties agree as follows:

1. **AGREEMENT TO ALLOW PUBLIC PARKING.** Subject to the terms and conditions of this Agreement, the Church grants the Town the right to use the Parking Lot for public parking, seven (7) days a week, from 6:00 am to 12:00 am.
2. **RESERVATION OF USE.** Notwithstanding the above, the Church retains the right to close the Parking Lot to public parking for its own events, including but not limited to Easter and Christmas worship services, other religious holidays, weddings, and funerals. The Church shall not be required to notify the Town or the public before closing the Parking Lot to public parking.
3. **TERM.** The term of this Agreement will commence on January \_\_, 2025, and terminate on October 1, 2035, unless sooner terminated, as provided herein.
4. **SIGNAGE.** The Town will install and maintain signage designating public parking hours. The Town may post signage designating a handicapped parking space or spaces at its discretion. The Town shall not install any other signs, equipment, or fixtures or make any alterations to the Parking Lot without the Church's prior written consent.
5. **MAINTENANCE AND REPAIRS.** The Town shall be responsible for ordinary maintenance of the Parking Lot, including plowing, salting, and sanding the Parking Lot as part of the Town's normal snow clearing operations.
6. **PAVING.** The Town will pave and stripe the Parking Lot by the end of the summer 2026 paving season. Prior to paving the Parking Lot, the Town will cooperatively work with the Church to repair and upgrade

the storm drains as needed. The Town's Public Works Director shall have the final say regarding the necessity and extent of such repairs and upgrades.

7. **TERMINATION.** Either Party may terminate this Agreement before the end of the Term by providing the other Party with one hundred eighty (180) days prior written notice of such election. Notwithstanding the foregoing, if the Church shall terminate this Agreement within 5 years following completion of the paving and striping described in Section 6, the Church shall reimburse the Town one-half of the Town's expense for paving and striping the Parking Lot and repairing and upgrading the storm drains, as described in Section 6.

8. **NOTICE.** All notices required under this Agreement shall be in writing and shall be transmitted by first class mail, postage prepaid, as follows:

To the Town at:

Town of Waterbury  
Attn: Town Manager  
28 North Main Street Suite 1  
Waterbury, Vermont 05676

To the Church at:

Wesley Methodist Church of Waterbury, Vermont Inc.  
Attn: President  
P.O. Box 214  
Waterbury, Vermont 05676

9. **MUTUAL INDEMNIFICATION.**

The Town agrees, to the extent permitted by law, to indemnify and hold harmless the Church and its officers and employees from all claims and liability due to activities of itself, its agents, or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Town or any person employed by the Town. The Town shall also hold harmless the Church from any and all expenses, including, but not limited to, attorneys fees which may be incurred by the Church in litigation or otherwise resisting said claims or liabilities which may be imposed on the Church as a result of such activities by the Town, its agents, or employees. This indemnity shall not include claims based upon or arising out of the negligent or willful misconduct of the Church, its officers, agents, or employees.

The Church agrees, to the extent permitted by law, to indemnify and hold harmless the Town and its officers and employees from all claims and liability due to activities of itself, its agents, or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Church or any person employed by the Church. The Church shall also hold harmless the Town from any and all expenses, including, but not limited to, attorneys fees which may be incurred by the Town in litigation or otherwise resisting said claims or liabilities which may be imposed on the Town as a result of such activities by the Church, its agents, or employees. This indemnity shall not include claims based upon or arising out of the negligent or willful misconduct of the Town, its officers, agents, or employees.

10. **INSURANCE.**

The Town will, at its own cost and expense, maintain comprehensive general liability coverage with minimum coverage limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

The Church is included as additional insured for the Town's use of the Parking Lot outlined in the Parking Agreement.

11. **DEFAULT.** If at any time during the term of this Agreement, either Party shall be in default of the performance of any of the agreements herein contained, and such default shall continue for thirty (30) days after notice thereof in writing has been tendered by the non-defaulting Party to the defaulting Party, it shall be lawful for the non-defaulting Party at its election at or after the expiration of said thirty (30) days to declare the Agreement terminated.

12. **ASSIGNMENT.** The Town may not assign the Agreement without the written consent of the Church.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement, or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of this Agreement, and, to this end, the provisions of this Agreement are severable.

14. **APPLICABLE LAW AND VENUE.** This Agreement will be construed in accordance with Vermont law. Venue for any action arising hereunder will be in Washington County, Vermont.

15. **NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

16. **NO WAIVER OF IMMUNITIES.** Nothing in this Agreement shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law or in equity to either Party. Neither the Church nor the Town waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Vermont and of the United States.

17. **AMENDMENT.** This Agreement may not be amended or modified except in writing, executed by both the Church and the Town, and authorized by their respective governing bodies.

Town of Waterbury

Signature: \_\_\_\_\_

Thomas Leitz, Municipal Manager

Date: \_\_\_\_\_

Wesley Methodist Church of Waterbury,  
Vermont Inc.

Signature: \_\_\_\_\_

P. Howard Flanders, President

Date: \_\_\_\_\_