

Meeting of the Waterbury Select Board

Monday January 6, 2025

In Person: Steele Community Room

28 North Main Street

Join Zoom Meeting

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

Meeting ID: 873 3609 7629

Passcode: 099915

Dial by your location

1 312 626 6799 US

1 646 931 3860 US

- 7:00pm Approve Agenda
- 7:05pm Consent Agenda Items:
a.) Minutes of Special Meeting December 30, 2024
- 7:10pm Public
- 7:15pm Reorganization of Board Officers
- 7:30pm Appointment to the Recreation Committee
- 7:45pm Marsh House (51 South Main) – Sales Tax Reallocation Grant Agreement and Updates
- 8:00pm Armory updates
- 8:10pm Final Draft Budget Review
- 8:30pm Have Your Say Day presentation run-through
- 8:50pm Next Meeting Agenda
- 9:00pm Executive Session
- 9:15pm Adjourn

Next Meeting of the Select Board: Saturday January 11, 2025 and Monday January 13, 2025

Parking Lot:

- 3 Year Budget Plan
- Parade and Event Permit
- Wesley Church MOU
- Natural Disaster Preparedness Committee Handbook
- Route 2 Neighborhood Public Safety

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? 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: Alex Showerman

Date: 12/26/24

Phone Number: 603-727-8110

Email Address: AlexShowerman@gmail.com

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

Recreation

How many years have you served on this Committee? Applying to be on the committee

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

No town board or commissions, but I do serve as the Trails Director for Waterbury Area Trails Alliance, a local non-profit.

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

Katarina Lisaius encouraged me to apply.

Waterbury Resident: Y / N (circle one) I live at 124 S Main Street.

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.

For hard copies or accessibility accommodations please contact: Karen Petrovic; karen@waterburyvt.com

Dear Waterbury Select Board,

My Name is Alex Showerman. I was born and raised in Thetford, Vermont but have now chosen Waterbury, twice as my home town. My first stint living in the Waterbury area, began in 2014, when I moved from Burlington to Bolton Valley, and quickly fell in love with Waterbury, coming down off the mountain with more and more regularity.

The incredible village, and amazing access to recreation called my name. In 2016 I moved officially to Waterbury Center, and in 2017, my at the time partner and I bought a house on Blush Hill. While living in Waterbury I quickly became involved in the Waterbury Area Trails Alliance, attending my first trail night in 2015, and was voted on the board in 2016 where I served for four years, ultimately becoming the lead trail steward, heading up the relationship with VT FPR.

Like many the pandemic of 2020 served as a massive upheaval in my life, but also offered a time to explore and go gain outside perspective living in the recreation hot spots of Colorado, Utah and the PNW. While out west I became involved in ground breaking events like Red Bull Formation, Roam Fest (a women femme Mountain Bike Fest attended by 800 riders in Fruita, CO) and was a trail builder for Evergreen Mountain Bike Alliance in Washington State. My mission as a professional athlete and trail builder while living out west was to break down barriers for women and traditionally excluded folks in outdoor spaces.

In the summer of 2023, I found myself missing my Vermont community and was working on organizing and hosting a two day Women's freeride event at Killington Bike Park, and filmed an award winning short film with Vermont Tourism called [Coming Home](#). The call of Waterbury, once again brought me back, this time for good.

I am so excited to be active in the community again as the Trails Director for the Waterbury Area Trails Alliance. The perspective of my time out west showed me what world class recreation looks like, and how to go about building it. It also showed me examples of how to break down barriers and create inclusive and welcoming environments in our outdoor spaces. As a member of the recreation community, I would be excited to think about how we can break down barriers for more Waterbury residents to enjoy these outdoor sports, and conversely how can we leverage all of these visitors coming here for these sports to contribute to Waterbury's economic vitality.

I would be so excited and honored to serve on the committee and continue to find more ways to give back to my beloved hometown.

Thank you for your consideration,

-Alex Showerman

ALEX SHOWERMAN

Contact

alexshowerman@gmail.com
www.alexshowerman.com
603-727-8110

Address

6 N Main Street
Waterbury, VT
05676

BRAND EXPERIENCE

PROFESSIONAL ATHLETE

2015 - present • Self

- Named Outside Business Journal's "Top 20 Most Influential People" in 2022.
- Creator, Foundation Women's Freeride Progression Session sponsored by Red Bull and Woodward Killington
- Director, Producer, Athlete - Coming Home Film Official selection of mountain film, winner of Best Storytelling and Film of the Year Nominee at IF3, Winner of Most Inspiring at No Man's Land
- Builder, Red Bull Formation, built Cami Nogueira and Louise Ferguson's lines in 2022, organized business discussion with Michelle Parker and athletes
- Designed Collab products with Weston Snowboards and Skida

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DIRECTOR - JEDI + NON-PROFIT PARTNERSHIPS

2020 - 2021

• Athletic Brewing

- Worked Directly with Co-Founders and C-suite on community and values driven strategy + initiatives.
- Managed 1.5 million dollar annual charitable giving budget including:
 - created a one million dollar annual trail grant for outdoor recreation infrastructure projects
 - \$500,000 annual social impact fund supporting traditionally excluded communities, in brewing and the outdoors
 - Spearheaded Values Driven product collabs including Rainbow Wall in collaboration with world champion climber Alex Johnson supporting LGBTQ+ organizations, and Trail Blazer supporting women in brewing
- Athletic Brewing grew to be one of the largest craft breweries in the country and rated one of Fast Companies most innovative companies



LEADERSHIP

- WATA Trails Director, 2024
- Trail Builder, Evergreen Mountain Bike Association 2022
- Board Member and Lead Trail Steward, Waterbury Area Trails Alliance 2015-2020
- Board Member, Vermont Mountain Bike Association 2017-2018
- East Coast Event and Athlete Coordination, Protect Our Winters 2013-2014

RELEVANT SKILLS

- Brand and Marketing Strategy
- Community building/management
- Product Collabs
- Event Production
- Video and Media Production
- Athlete Management
- Athlete Progression/Talent Development
- PR and Earned Media
- Adobe Suite
- AIARE Level 2 Certified
- Can operate Snowmobile in Backcountry, Expert Freeride Snowboarder, Professional Mountain biker

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ALEX SHOWERMAN

BRAND MANAGER

2017-2021 • Weston Snowboards

- Drove brand strategy helping Weston grow to second largest back-country snowboard manufacturer in North America
- - Developed annual mission series board ideas including Pow Slayer Series, benefiting National Forest Foundation and artist collab with Brooklyn Bell to support Backcountry Babes Scholarship funding more women getting AIARE avalanche education
- - Landed impactful product driven press hits including Outside Gear of the Year, Editors Choice, Backcountry Magazine, TWSNOW Good Wood

ACCOUNT MANAGER

2017-2020 • Press Forward

- Clients included Mountain Hardwear, 1% For the Planet, VMBA, Thule, Weston
- Landed meaningful brand and product media placements across endemic and non-endemic media
- Worked with Director level and C-Suite on guiding brand strategy and budget development to hit growth goals and KPIs

MEMBERSHIP MANAGER

2015-2016 • Protect Our Winters

- Organized DC Lobby Day in partnership with NRDC, Ben & Jerry's, New Belgium Brewing and Burton Snowboards. Stops included Congress, the EPA and White House
- Grew our email list/membership from 10,000 to 100,000

SOCIAL MEDIA MANAGER

2012-2015 • Democracy For America

- Managed Facebook and Twitter accounts for a Million Member grassroots advocacy organization
- Organized online campaigns ranging from Get Out the Vote efforts to student loan reform to racial justice.

STAFF ASSISTANT

2011-2012 • Office of Congresswoman Jan Schakowsky



GRANT AGREEMENT

1. **Parties:** This Grant Agreement dated _____, 2025 is made by and between the Town of Waterbury, Vermont (hereinafter called the “**Town**”), and Downstreet Housing and Community Development, Inc. with principal place of business in the City of Barre, VT (hereinafter called the “**Grantee**”).
2. **Grant Award: Authority:** The Town hereby grants to the Grantee \$127,225.00 in reallocated state sales taxes (the “**Grant Award**”) for the use(s) described in Section 3 hereof. The Grant Award was allocated under the authority granted to the Vermont Downtown Board under 32 V.S.A. Chapter 151.
3. **Subject Matter: Use of Proceeds:** The subject matter of this Grant Agreement is the construction of a twenty-six unit residential development at 51 South Main Street, Waterbury Vermont by the Grantee and/or its affiliates (the “**Project**”). The Grant Award proceeds shall be used to pay for infrastructure improvements associated with the Project.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the Town and Grantee.
5. **Attachments:** The Grant Agreement includes the following attachments, which are incorporated herein by reference:
 Attachment A – Scope of Work to be Performed
 Attachment B - Payment Provisions
 Attachment C – General Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

GRANTOR:

TOWN OF WATERBURY

By: _____
Thomas Leitz, Municipal Manager

Grantor Address:

28 North Main Street
Waterbury, VT 05676

GRANTEE:

DOWNSTREET HOUSING AND
COMMUNITY DEVELOPMENT, INC.

By: _____
Angela Harbin, Executive Director

Grantee Address:

22 Keith Avenue
City of Barre, VT 05641

Attachment A
Scope of Work To Be Performed

1. **Project Overview:** The Grantee will cause the development of a 26-unit residential housing building at 51 South Main Street, Waterbury, Vermont by Marsh House Apartments Limited Partnership, a Vermont limited partnership (the “Partnership”). The Grantee, acting through its wholly owned subsidiary CVCLT Ventures, Inc., is the co-general partner of the Partnership. The Partnership’s other general partner, EN 2021, Inc., is an affiliate of Evernorth, Inc. The Project will consist of twenty-six (26) general occupancy housing units, twenty (20) of which will be affordable housing units and five (5) of which will be set aside for homeless households.
2. **Scope of Work:** The Grant Award proceeds shall be used by the Grantee and/or the Partnership to pay for the following infrastructure improvements constructed in connection with the Project:
 - Moving a Utility Transformer located in the future driveway
 - Clearing the site and removing the existing sidewalk
 - Creating a curb cut and prepping the site hook ups for water service, sewer servi, and a portion of the storm water treatment and conveyance.
3. **Grant Term:** The term of this Grant Agreement shall terminate on September 26, 2026.
4. **Return/Reduction of Grant Award:** The Grant Award amount is made based on representations made in the application for the Grant Award proceeds that the Scope of Work will meet or exceed the amounts indicated, and that the Project otherwise meets the requirements of the sales tax reallocation program. If the actual construction expenditures of the Scope of Work are less than indicated in the budget, the Grant Award amount shall be reduced accordingly. If the Project has not incurred expenses for the Scope of Work in an amount that equals or exceeds the Grant Award amount on or prior to September 26, 2026, then the Grantee shall return to the Town the amount by which the Grant Award amount exceeds said incurred expenses. The Grantee’s obligation to return said excess Grant Award funds shall survive the expiration of the term of this Grant Agreement.
5. **Notification; Application for Extension:** The Grantee shall inform the Town in writing as soon as problems, delays, or adverse conditions become known that may reasonably prevent the Grantee from completing the Project by the expiration of the term of the Grant Agreement. In the event that it is anticipated that the Project will not be completed prior to the expiration of the term, the Town and the Grantee shall work in good faith to apply for an extension of up to two (2) more years for project completion, as permitted under the Program guidance.
6. **Indemnification:** The Grantee shall indemnify and defend the Town from and against any liabilities, penalties, fees, expenses and costs (including reasonable attorneys’ fees) in the event that the award is recaptured by the State due to:
 - a. Failure to complete the Project prior to September 26, 2026 (or, if the deadline is extended pursuant to Section 5, prior to such extended deadline).
 - b. Sale or transfer of the Project by the Partnership prior to completion of the Project.
 - c. A substantial change in the scope of the Project. A “substantial change” may include, but is not limited to, changes in use, project size or project design.

The Grantee’s indemnification obligations hereunder shall survive the termination or expiration of this Grant Agreement.
7. **Termination of Agreement:** If the Grantee does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Grant Agreement, then the Town shall notify the Grantee of the breach, may establish a period of at least thirty (30) calendar days, or such additional amount of time as may reasonably be necessary, to correct such breach, and may cease payment of any portion of Grant Award proceeds, until the breach is cured. If the Grantee does not cure the breach at the completion of the correction period, then the Town: (1) may require the Grantee to immediately reimburse to the Town any portions of Grant Award

proceeds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Grant Agreement; and/or (2) may immediately terminate this Grant Agreement by giving written notice to the Grantee, specifying the effective date thereof.

**ATTACHMENT B
PAYMENT PROVISIONS**

1. **Grant Award Amount:** In accordance with the approved application for the Project, the Town awards the sum not to exceed \$127,225.00. The Grantee shall secure funding for the balance of Project costs. Unforeseen cost overages shall not modify the Grant Award.
2. **Payment Terms and Conditions.**
 - a. The Grantee understands and agrees that Grant Award proceeds may only be used for eligible expenses to complete the Scope of Work.
 - b. The Grantee further understands and agrees that any and all work performed for which the Grant Award proceeds are used and the receipt of any Grant Award proceeds under this Grant Agreement is conditioned upon the Grantee's compliance with the terms and provisions of this Agreement.
 - c. The Grant Award proceeds will be requested by the Town from the State of Vermont, Division of Community Planning and Revitalization (the "State"), as follows:
 - i. The Grant Award funds through the sales tax reallocation program will typically be allocated in two installments as described below. A single reimbursement request may also be requested.
 - ii. The first 50% payment shall be requested by letter to the State, signed by both the Grantee and the Town certifying that the qualified project is 50% complete, and requesting 50% of the amount awarded.
 1. The letter shall include:
 - a. A statement that the municipal project has begun construction.
 - b. A summary of the qualified development project costs to date.
 - iii. The final 50% payment shall be made when both the qualified and municipal projects are complete and a final report is submitted to and accepted by the State.
 1. The final report should be submitted electronically and shall include:
 - a. Labeled photographs of both the completed qualified project and the completed municipal project.
 - b. A description of the municipal project as completed.
 - c. A summary of the expenses of the municipal project.
 - d. A certification from the owner of the qualified project indicating the total amount of sales taxes paid on construction materials for the project.

ATTACHMENT C: GENERAL PROVISIONS

Governing Law, Jurisdiction and Venue: This Grant Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit.

Reliance by the Town on Representations: All payments by the Town under this Grant Agreement will be made in reliance upon the accuracy of all representations made by the Grantee in accordance with this Grant Agreement.

Insurance: During the term of this Grant Agreement, the Grantee, at its expense, shall maintain in full force and effect the following insurance coverages:

General Liability and Property Damage: With respect to all operations performed under the Grant Agreement, the Grantee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Personal Injury Liability
- d. Contractual Liability
- e. The policy shall be on an occurrence form and limits shall not be less than:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$1,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal & Advertising Injury
- f. If the performance of the Agreement involves construction, then:
 - i. a “per project” aggregate endorsement is required; and
 - ii. completed operations coverage must be carried for three years post project completion.

Automotive Liability: If motor vehicles will be or are used in connection with the Grant Agreement, the Grantee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Grant Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. For contracts involving construction or when performance under the contract would require a commercial or other specialized driver’s license, limits shall not be less than \$1,000,000.

Umbrella or Excess Liability: For contracts involving construction, or when performance under the contract would require a commercial or other specialized driver’s license, the Grantee shall carry umbrella or excess liability insurance covering over the underlying general and automotive liability policies. Coverage shall be on an occurrence form and limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 general aggregate. This requirement need not be met if the Grantee’s applicable underlying coverages meet or exceed \$2,000,000.

Workers Compensation: With respect to all operations performed, the Grantee shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

Notice of Cancellation or Change: With respect to all required coverage, there shall be no cancellation, change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without thirty (30) days prior written notice to the Town.

Records Available for Audit: The Grantee shall maintain all records pertaining to performance under this Grant Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Grantee in the performance of this Grant Agreement. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the Town. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Certification Regarding Debarment: The Grantee under pains and penalties of perjury that, as of the date that this Grant Agreement is signed, the Grantee is not presently debarred, suspended, nor named on the State's debarment list.

Force Majeure: Neither the Town nor the Grantee shall be liable to the other for any failure or delay of performance of any obligations under this Grant Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Grant Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

Memo

Date: 1/3/25

From: Tom Leitz

To: Selectboard

Re: 51 South Main Street project

In June of 2023 the selectboard authorized the Town, in partnership with Downstreet Housing and Community Development, Inc. to apply for a sales tax reallocation grant to further the development project at 51 South Main Street. We were fortunate to have been awarded a significant grant.

The grant agreement before you reflects an award of \$127,225. As identified in the scope of work, these funds will be used to pay for some of the preliminary site work. Functionally, the Town is the conduit for the funds; we will not incur a financial liability. I am seeking your permission to sign the grant agreement.

Downstreet will close on the property on January 9th, and preliminary work will begin this winter. There is a planned celebratory event for February, although details are still being finalized.