

**Meeting of the Waterbury Select Board  
Monday November 18, 2024  
In Person: Steele Community Room  
28 North Main Street**

Join Zoom Meeting  
<https://www.zoom.us/join>  
Meeting ID: 825 8718 3385  
Passcode: 102173

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

- 7:00pm Approve Agenda
- 7:05pm Consent Agenda Items:
- a.) Minutes of Meeting November 4, 2024
  - b.) First & Third Restaurant/Bar License; (2) Second Class License; and Outside Consumption Permit (Deck 32' x 10', 20'x30' tent and 20'x40' tent on the side of the building. Permanent use as season permits from 11:00 am to 6 pm. Private functions on weekends until 10 pm) for CHCM, LLC (Cold Hollow Cider Mill) 3600 Waterbury Stowe Road Waterbury Center
  - c.) Request to Cater Permit Black Diamond Barbeque LLC 5 Pilgrim Park Road KORE Power Holiday Party (Holiday Party with full meal and dessert)
- 7:10pm Public
- 7:15pm ANR Worcester Management Plan
- 7:55pm Housing Trust Fund – Joe Camaratta
- 8:25pm Discussion of Local Options Tax Allocation
- 8:40pm FEMA Buyout – 35 N Main Street
- 8:55pm Waterbury Dog Park
- 9:10pm Amendment to Ordinance Regulating Motor Vehicle & Traffic – 15min Parking
- 9:25pm Next Meeting Agenda
- 9:35pm Executive Session – if needed
- 9:45pm Adjourn

**Next Meeting of the Select Board: Monday December 2, 2024**

**Parking Lot:**

- 3 Year Budget Plan
- Parade and Event Permits
- ACO Fee Structure
- Natural Disaster Preparedness Committee Handbook

# Waterbury Housing Trust Fund

Recommendation from Waterbury Housing Task Force

# Recommendation

- Establish an objective that the Waterbury Housing Trust Fund should expand the town's rental supply by approximately 0.5% - 1% (4 - 8 units) annually with affordable options.
- "Affordable options" mean rents at or below HUD Fair Market Rent (FMR) (consistent with the VHHP definition).
- Prioritize lessees to be households employed by an employer located in town (or, operate a business based in town).
- Fund the Waterbury Housing Trust Fund through the local option tax in an annual amount at a level of 100% of the local option tax contributed from short term rentals (as defined by AirDNA data from [HousingData.org](https://www.airdna.io))
- Create the Housing Trust Fund as a 501(c)3, or leverage an existing 501(c)3 to house the fund, and look for matching contributions through grants and philanthropy.
- Specific program recommendations and limits will be presented when funding amount is finalized.

# Next steps from 10/08 Select Board Meeting

- Confirm amount of HUD Fair Market Rent for Waterbury
  - Recommendation from the Housing Task Force defined "affordable rent" as the established HUD Fair Market Rent for the county (consistent with the definition from the VHLP program). That rate for Washington County is \$1,100 for a 1-bedroom apartment and \$1,450 for a 2-bedroom unit. However, Waterbury modify the VHLP parameters for its programs.
- Assess employer's interest
  - Outreach from RW
- Investigate non-Profit as 501(c)3 for the trust fund
  - Models to consider: Montpelier, Woodstock
  - RW offer
- Recommendation for initial programs

# Montpelier Housing Trust Fund (1)

The trust fund supports 3 programs:

- Affordable Housing Project Grants. Eligible applicants include public housing authorities and tax-exempt non-profit development organizations for grants in the amount of \$25,000 - \$150,000 per project. This program targets larger development projects.

- Montpelier Accessory Dwelling Unit (ADU) Loans. Zero percent (0%) interest loans are only available after regional Vermont Housing Improvement Program 2.0 (VHIP 2.0) funds have been depleted. This program targets individual property owners.

- Montpelier Shared Equity Down Payment Assistance Grants. This initiative provides grants to help low- and moderate-income individuals and families purchase a home or condominium in Montpelier.

Housing Trust Fund housed with city government, and funded with \$110,000 in FY2024 through line item "XFER TO HOUSING TRUST"

Guidelines are used to prioritized use of funds:

\$150,000 shall be reserved in the Fund each fiscal year and made available to provide one or more Affordable Housing Project Grants of \$25,000 to \$150,000 per project.

Any funds remaining after this reservation may be used in that fiscal year for 0% interest Montpelier Accessory Dwelling Unit Loans of \$50,000 per eligible applicant, Montpelier Shared Equity Down Payment Assistance Grants of \$20,000 to \$80,000 per housing unit, and additional Affordable Housing Project Grants.

## Montpelier Housing Trust Fund (2)

- Guidelines allow “additional revenue to the Fund includes bequests, donations, grants, gifts from public and private sources, and any other revenues dedicated to the Fund by City Council or voters”
- Funds has not discussed any strategies to solicit funds from residents, businesses or foundations
- Some businesses and the school district expressed an interest to partner on housing projects, but don't really have capital that can be used for construction
- Private residents contribute to non-profits working on housing solutions for refugees

# Woodstock's Approach

## Woodstock Economic Development Commission

### - Housing Working Group

Programs are funded by the Woodstock 1% Local Options Tax:

- ADU Workforce Rental - incentivize property owners to create and rent an ADU
- Multi-Unit Housing Rental - incentivize property owners to create and rent multi-family dwellings
- Lease to Locals - incentive short term rentals to lease to long term tenants
- Homeshare - incentivize local property owners to rent a bedroom to provide a home to local workers

## Woodstock Community Trust Fund

Private nonprofit funded through grants and private donations (from local property owners)

Local Deeds program offers down payment assistance (16% of purchase price) in exchange for a deed restriction requiring "local" workers to live in the home.

Started in January, and has already contributed to 14 housing units (\$700,000 in assistance) with reserves to support an additional 5 - 6 properties.

## RW's Offer

- Housing Trust Fund incorporates as a non-profit, and RW acts as its fiscal agent (similar arrangement that RW has with CReW).
- Housing Trust Fund could to leverage RW's 501(c) status to accept tax deductible donations, it would still require the formation of a new non-profit to govern the trust fund (with its own board, bylaws, etc.).
- All charitable donations would be to RW. Not clear if town could fold its support into existing RW budget, or if a separate line item would be needed.



# Vermont Home Improvement Program (VHIP)

Invests in rehabilitation of existing buildings, and development of new housing capacity by offering grants to landlords for up to \$50,000 per rental unit.

Based on the type of project, property owners are eligible to receive up to \$30,000 per unit for rehab of 0–2-bedroom units, or \$50,000 per unit for rehab of 3+ bedroom units, structural elements impacting multiple unit, new unit creation, or creation of Accessory Dwelling Units (ADUs).

All participants are required to provide a 20% match of the award (with an option for an in-kind match for unbilled services or owned materials)

Helped restore / build 946 units. On average, VHIP invests \$38,400 per apartment.

- Participants are required to sign a rental covenant agreeing to charge at or below HUD Fair Market Rent (FMR) (approx. \$1,100 for a 1-bedroom unit and \$1,450 for 2-bedroom unit for Washington County) for the length of the agreement (5 year grant or 10 year forgivable loan).
- The 5-year grant option comes with additional tenant selection requirements to rent to a household exiting homelessness
- Since 1/2023, there have been 8 applications from Waterbury residents of which 3 projects are in progress and a fourth is waiting legal documentation (source: Downstreet)

# Appendix

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# Initial Program Recommendation

Affordable Rentals		
VHIP 2.0	Grants and Forgivable Loans to support rental rehabilitation or ADU construction	\$50,000 per project
Lease to Locals (Woodstock)	Grants to convert existing property into a new long-term rental for the local workforce	\$9,000 per project
Affordable Housing Construction and Rehabilitation (CoRe) Loan Program (Mnooski)	Loans for constructing or substantially rehabilitating homes or rental properties for low-income community members.	\$10,000 per unit
ADU Design Assistance Program (CVRPC)	Grant to prepare concept designs and preliminary cost estimate for ADU to be used as primary residence	\$2,000 per project
Homeownership		
Twin Pines	Down payment and closing costs grants to support homeownership	\$80,000 + \$4,0000 per household
Shared Equity Program (Downstreet)	Down payment and closing costs grants to support homeownership (20% of market price)	\$92,000 per household
Local Deeds (Woodstock)	Down payment and closing costs grants to support homeownership (16% of market price)	\$73,000 per household
Amounts based off of median price for a 3 bedroom home in Waterbury (\$460,000)		

# Short term rentals contribute approx. \$100K to local option tax

	Active STR Homes	Average Monthly Revenue / Home	Local Option Tax Revenue
July 2024	180	\$5,060	\$9,108
June 2024	168	\$4,404	\$7,399
May 2024	174	\$3,437	\$5,980
April 2024	195	\$3,252	\$6,341
March 2024	162	\$4,782	\$7,747
February 2024	188	\$5,890	\$11,073
January 2024	184	\$4,803	\$8,838
December 2023	160	\$4,244	\$6,790
November 2023	161	\$3,970	\$6,392
October 2023	174	\$5,602	\$9,747
September 2023	162	\$4,248	\$6,882
August 2023	140	\$4,942	\$6,919
<b>Annual</b>			<b>\$93,216</b>
Source:	<a href="https://www.housingdata.org/profile/housing-stock/short-term-rentals">https://www.housingdata.org/profile/housing-stock/short-term-rentals</a>		

- Montpelier allocates \$110,000 (\$0.01 per \$100,000 of assessed value) annually to their fund.
- Woodstock funded the Lease to Locals program with \$60,000.



**Local Option Sales and Use Tax - Waterbury Information**

<b><u>Dates Returns Processed</u></b>	<b><u>Returns Processed</u></b>	<b><u>Tax Collected</u></b>	<b><u>70% of Tax Collected</u></b>	<b><u>Minus 70% Fee (\$5.9600/rtn)</u></b>	<b><u>Town Check Amount</u></b>
08/03/2024 - 11/01/2024	4,601	\$230,024.07	\$161,016.85	\$19,195.37	\$141,821.48
	<b>4,601</b>	<b>\$230,024.07</b>	<b>\$161,016.85</b>	<b>\$19,195.37</b>	<b>\$141,821.48</b>

**Local Option Meals and Rooms Tax - Waterbury Information**

<b><u>Dates Returns Processed</u></b>	<b><u>Returns Processed</u></b>	<b><u>Tax Collected</u></b>	<b><u>70% of Tax Collected</u></b>	<b><u>Minus 70% Fee (\$5.9600/rtn)</u></b>	<b><u>Town Check Amount</u></b>
08/03/2024 - 11/01/2024	176	\$127,200.10	\$89,040.07	\$734.27	\$88,305.80
	<b>176</b>	<b>\$127,200.10</b>	<b>\$89,040.07</b>	<b>\$734.27</b>	<b>\$88,305.80</b>

<b><u>Account Type</u></b>	<b><u>Total Returns</u></b>	<b><u>Tax Collected</u></b>	<b><u>Adjusted Tax Collected</u></b>	<b><u>Minus Fees</u></b>	<b><u>Remaining Balance</u></b>
SUT	4,601	\$230,024.07	\$161,016.85	\$19,195.37	\$141,821.48
MRT	176	\$127,200.10	\$89,040.07	\$734.27	\$88,305.80
	<b>4,777</b>	<b>\$357,224.17</b>	<b>\$250,056.92</b>	<b>\$19,929.64</b>	<b>\$230,127.28</b>



Officers:

*Lauren Lande, President  
Herschell Murry, Vice-President  
Diane Mauro-Gildea, Secretary  
Tami Bass, Treasurer*

*PO Box 244, Waterbury Center, Vt. 05677  
waterburyforward@gmail.com*

**MEMORANDUM OF UNDERSTANDING  
With Friends for Waterbury Area Recreation Development  
(FORWARD)**

This Memorandum of Understanding (MOU) is made by and between the Friends For Waterbury Area Recreation Development Inc., (FORWARD) ("Sponsor") and Town of Waterbury ("Client").

**The Sponsor:** The Sponsor is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, and organized exclusively for charitable purposes. The Sponsor organization is formed to fulfill the expressed mission of promoting, supporting, and preserving diverse year-round recreation activities for people of all ages in Waterbury and surrounding towns to play, learn, build community and be good stewards of the environment, and by acting as a fiscal agent for organizations supporting that mission.

**The Client:** The Client is the Town of Waterbury, specifically in their capacity as the stewards of the Waterbury Unleashed Dog Park located at the Ice Rink park in Waterbury. The Waterbury Unleashed Dog Park is a vital resource for all residents and visitors to let their dogs run freely in a safe, well-cared-for community run environment.

**The Agreement:** The Sponsor is willing to receive tax-deductible charitable contributions for this Client on behalf of the Client. The Client, with the administrative assistance of the Sponsor, desires to use these funds to implement the Client's purposes. The Agreement Term shall be Three (3) year(s) from the effective date of execution.



By Entering into this Agreement, the parties agree to the following terms and conditions:

1. **Receipt of funds:** The Sponsor will receive all funds made on behalf of the Client, including but not limited to, event receipts, contributions, gifts and grants, and to distribute those funds as requested by the Client. The Sponsor agrees to maintain a bank account and ledger on behalf of the Client, specifically for the depositing and recording of deposits and distributions of all Client's funds. Funds on deposit of less than \$5000 dollars would be maintained in the General Fund. Funds in excess of \$5000 warrant a separate account.

The Sponsor agrees to have an account for the electronic acceptance of Client's events funds. The clients may utilize this account for the acceptance of event registrations or donations via Qgiv (a credit card payment processor) accessed via FORWARD's website (vtforward.org) or other mutually agreed method. All funds received via this electronic manner, for use by the Client, shall be deposited and held in the Sponsor's account, maintained exclusively for the Client, until disbursed.

The Sponsor is not responsible for any other electronic accounts or payment methods other than the account specified in this Agreement. Utilization of accounts other than those provided within this agreement without the Sponsors involvement, will constitute default of this agreement and cause immediate cancellation of this Agreement.

2. **Use of funds:** The Sponsor may expend Client funds as directed by the Client which do not exceed total contributions for the Client. The Client agrees to use any and all funds received from the Sponsor solely for the legitimate expenses of the Client and to submit all receipts to the Sponsor.
3. **Reporting Charitable Donations:** The Sponsor agrees that all contributions it receives for the Client will be reported as contributions to the Sponsor as required by law.
4. **Protection of Tax-exempt Status:** The Client agrees to not use the funds in any way that would jeopardize the tax-exempt status of the Sponsor. This may occur if the Client uses the funds for a non-charitable transaction or in a transaction with an organization in which the Client has a financial interest.

The Client agrees to immediately comply with any written request by Sponsor to cease its activities which, in the Sponsor's sole discretion might jeopardize the Sponsor's tax-exempt status and further agrees that the Sponsor may suspend its obligation to make funds available to the Client or terminate this Agreement with the Client. The Sponsor retains the right, if the Client breaches this Agreement, or if the Client jeopardizes the Sponsor's legal or tax status, to immediately return funds to the Client and or donors.

5. **Financial Accounting and Reporting:** The Sponsor will maintain books and financial records for the Client in accordance with generally accepted accounting principles (GAAP). The Client's revenues and expenses shall be separately recorded in the books of the Sponsor. The Sponsor will facilitate the Client with review of books and ledgers, and bank account statements, directly related to the Client, and will provide quarterly reports with May 1 being the beginning of the fiscal year.
6. **Sponsor Supervision, Control and Governance:** The Client will provide the Sponsor with copies of all grant applications, recommendations regarding grants awards and other documentation reasonably required by the Sponsor in order to fulfill its obligations as a fiscal Sponsor. The Sponsor will carry out its duties in the Sponsor's sole discretion and retain full legal control over all funds received. Programmatic activities will be managed by the Client.
7. **Fundraising:** The Client may solicit contributions that are earmarked for the activities of the Client. The Sponsor shall be responsible for the processing and acknowledgement of all monies received for the Client, which will be reported as revenue on the Sponsor's financial statements. Contribution of monetary instruments must be made out to FORWARD - Waterbury Unleashed, or other such Sponsor directed notation and sent to PO Box 244, Waterbury Center, VT 05677 to aid efficiency.

All donations must be received by the Sponsor within two weeks of the date of donation, in order to ensure the donor does not risk expiration of the charitable donation opportunity provided by the Internal Revenue Service.

8. **Remuneration to the Sponsor:** The Client agrees that in exchange for the administrative support provided by the Sponsor as a fiscal sponsor to the Client that the Sponsor is permitted to retain 5% of all funds processed by





the Sponsor. Additionally, if the Client utilizes the Sponsor's Qgiv service (a credit card payment processor) to receive funds, the Client understands that Qgiv will retain an additional 3.95% administrative fee on all such receipts. The Sponsor will deduct their 5% from the remainder of the donation. The Qgiv processing fee can be bypassed by mailing a check or cash directly to FORWARD. In this case the contribution of monetary instruments must be made out to FORWARD, or other such Sponsor directed notation and sent to PO Box 244, Waterbury Center, VT 05677. Sponsor reserves the right to restructure the fee with cause and notice to the client for such action.

9. **Right to Audit:** The Sponsor agrees to have an independent audit of all activities related to the Client every 3 years and make the audit report available to the Client upon request.

**Waiver and Acknowledgement:** The Client acknowledges that the Sponsor will devote such time to management of the Client's funds in accordance with the Client's purpose and this Agreement. The Client hereby waives and releases the Sponsor from any and all claims, loss, damage, liability, and expense, including without limitation attorney's fees and costs (collectively "Claims"), known or unknown, arising out of or in any way related to the Client or the Sponsor's activities relative to the Client, except damages arising solely from the Sponsor's gross negligence of willful misconduct. The Sponsor hereby waives and releases the Client from any and all claims, loss, damage, liability, and expense, including without limitation attorney's fees and costs (collectively "Claims"), known or unknown, arising out of or in any way related to the Client or the Sponsor's activities relative to the Sponsor, except damages arising solely from the Sponsor's gross negligence of willful misconduct.

10. **Severability:** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity and enforceability of any other provision. This Agreement shall be construed and interpreted in accordance with the laws of the State of Vermont.
11. **Terms of Agreement/Renewal:** This Agreement will remain in force and effect for Three (3) year(s) from the date of execution by both parties. It may be terminated earlier by thirty (30) days written notice from either party. Notwithstanding the foregoing the Sponsor may terminate the Agreement immediately upon giving notice to the Client if the Sponsor reasonably



determines that its continued fiscal sponsorship of the Client may jeopardize the Sponsor's tax-exempt status. If the agreement is terminated, or expired, and is not renewed, the Sponsor will immediately return any remaining funds to the Client. Since the funds were donated for charitable uses, the Client may choose to leave all or some of the remaining funds with the Sponsor.

12. **Entire Agreement:** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing, signed by all parties to this Agreement.

The undersigned hereby assert that they have the authority to bind their respective organizations to the terms of this Agreement.

\_\_\_\_\_  
Tom Leitz  
Town of Waterbury - Municipal Manager

Date \_\_\_\_\_

Lauren Lande  
Lauren Lande  
FORWARD - President

Date 10/09/24

TOWN OF WATERBURY  
ORDINANCE REGULATING MOTOR VEHICLES AND TRAFFIC

ARTICLE I. AUTHORITY

This ordinance is adopted under authority of 24 V.S.A. Chapter 59, 24 V.S.A. Chapter 61, 19 V.S.A., Chapter 3, and 23 V.S.A. Chapter 13.

ARTICLE II. ENFORCEMENT OF AND OBEDIENCE TO REGULATIONS

**Sec. 2.10** TRAFFIC CONTROL DEVICES

The Select Board may place and maintain in any street such marks, signs, signals, guides, or notices as they may deem proper for the direction or control of traffic therein, and no person shall keep, ride, drive or move any vehicle in any street contrary to such mark, sign, signal, guide, or notice.

**Sec. 2.11** AUTHORITY TO ERECT

The Select Board may, at its discretion, cause official traffic control devices to be erected within the Town of Waterbury to protect the safety and welfare of the Town's inhabitants and to effect compliance with these ordinances.

**Sec. 2.12** TEMPORARY RESTRICTIONS OF STREET TRAVEL

When in its judgment, the public good or safety so requires, the Select Board may temporarily prevent or restrict travel, by persons or vehicles, or both, in or on any town highway or street or part thereof

Any provision of this ordinance may be temporarily waived, altered, or amended by the Municipal Manager or his or her designee, due to construction; an emergency; or for any other cause where preservation of public health, safety, or welfare make such waiver, alteration, or amendment prudent. In such instance, appropriate signs shall be posted. Changes under this section shall not extend longer 60 days without approval of the Select Board

A violation of any such temporary regulation shall be punishable in the same manner as similar offenses under this article.

**Sec. 2-13** AUTHORITY OF OFFICERS TO ENFORCE ORDINANCE

- (a) Enforcement officers, as defined in 23 V.S.A. Sec. 4(11)(A) are authorized and empowered by the Select Board to enforce all traffic and parking ordinances of the Town of Waterbury, including this ordinance, and all the state laws applicable to motor vehicles, bicycles, pedestrians, and related traffic in the Town of Waterbury.

All enforcement officers are designated as issuing municipal officials under this ordinance for the purpose of enforcing the same.

- (b) Enforcement officers and others authorized to enforce this ordinance are hereby specifically authorized to direct traffic by voice, hand, or signal in conformance with general traffic laws and this ordinance, provided that, in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, enforcement officers may direct traffic as conditions may require notwithstanding the provisions of the general traffic laws or this ordinance.
- (c) Officers of the fire department, when at the scene of a fire, or other emergency may direct or assist enforcement officers in directing traffic at the scene or in the immediate vicinity, as provided by the general laws of this state.
- (d) Civilian employees of the Town of Waterbury, authorized and designated by the Select Board and under the supervision of the Municipal Manager shall be empowered to enforce violations of Article X, "Parking Violations" of this ordinance and otherwise serve as an issuing municipal official under Chapter 59 of Title 24.

#### **Sec. 2-14 CIVIL ORDINANCE ENFORCEMENT GENERALLY**

In accordance with 24 V.S.A. Sections 1971 and 1974a, this ordinance shall be designated a civil ordinance and violations thereof shall be enforced according to the requirements of law. Nothing herein shall preclude the Town from pursuing any and all other civil remedies available by law at the violator's expense for the purpose of collection or for pursuing any other remedy at law or in equity, including injunctive relief and process for contempt.

#### **Sec. 2-15 OBEDIENCE TO ENFORCEMENT AND FIRE DEPARTMENT OFFICERS**

No person shall willfully fail or refuse to comply with any lawful order of an enforcement officer or fire department official.

#### **Sec. 2-16 DEFINITIONS OF WORDS AND PHRASES**

The following words and phrases when used in this ordinance shall for the purpose of this ordinance have the meanings respectively ascribed to them in this section.

- (a) **Authorized Emergency Vehicle:** Vehicles of fire departments, including volunteer members thereof, law enforcement vehicles, ambulance and medical service vehicles, and such other emergency or rescue vehicles of the Town of Waterbury or other municipal departments, the state or public utility corporations or privately owned vehicles designated as "authorized emergency vehicles" by the public body or official having jurisdiction.

- (b) **Bicycle:** Every device propelled by human power upon which any person may ride, having not more than three wheels in contact with the ground.
- (c) **Commercial Vehicle:** Any motor vehicle, except a school bus, with a gross vehicle weight of 26,000 lbs. or greater.
- (d) **Crosswalk:**
  - (1) That part of a roadway at an intersection included within the prolongation of the lateral lines of a sidewalk to the opposite side of the highway measured from the curbs or in the absence of curbs, from the edges of the traversable roadway.
  - (2) Marked crosswalk is any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the roadway surface.
- (e) **Curb:** A vertical or sloping member generally along and defining the edge of a roadway.
- (f) **Curb line:** The boundary between a roadway and a sidewalk usually marked by a curb.
- (g) **Driver:** Every person who drives or is in actual physical control of a vehicle or a bicycle.
- (h) **Hydrant Area:** A rectangular space 12 feet long and ten feet wide, one of the longer dimensions being the line of the curb, with the middle thereof at or opposite an adjacent fire hydrant.
- (i) **Intersection:**
  - (1) The area embraced within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.
  - (2) Where a highway includes two roadways (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways (30) feet or more apart,

then every crossing of two roadways of such highways shall be regarded as a separate intersection. The junction of an alley with a street or highway shall not constitute an intersection.

- (G) Motorcycle or Moped: Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.
- (k:) Motor Vehicle: Every vehicle which is propelled by a motor or an engine.
- {l} No Passing Zone: A section of highway or street designated by the public body or official having jurisdiction as one where overtaking and passing or driving to the left of the roadway would be especially hazardous and is prohibited.
- (m) Official Traffic Control Devices: All traffic signs, highway traffic signals, traffic markings, other devices erected or placed on or adjacent to a highway or street by authority of the public body or official having jurisdiction, for the purpose of regulating or guiding traffic.
- (n) Park: When prohibited means the standing of a vehicle whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers.
- (o) Parking: The stopping or standing on a street or roadway of any vehicle whether occupied or unoccupied regardless of the reason.
- (p) Municipal Parking Lot: The words "municipal parking lot" shall mean and include all areas of land owned, leased, or controlled by the Town of Waterbury, EFUD or their successors and prepared and managed for parking by the general public.
- (q) Parking Lot-Private: An area designated and owned by an individual, group of individuals, company or corporation which is designated for their use or the exclusive use of their patrons.
- (r) Parking Lot-Public Safety: An area for the regulated parking of emergency vehicles owned, used, or rented by the Town of Waterbury, the EFUD or their successors or the vehicles of employees/volunteers assigned to the public safety departments of those municipalities.
- (s) Pedestrian: Any person afoot.
- (t) Enforcement Officer: All law enforcement officers as defined in 23 V.S.A Section 4(11)(A)
- (u) Right of Way: The right of a pedestrian or a driver's vehicle to proceed in a lawful

manner in preference to another pedestrian or vehicle approaching under such circumstances of direction, speed, and proximity as to give rise to danger of collision unless one grants precedence to the other.

- (v) Roadway: The portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the beam or shoulder. In the event a highway includes two or more separate roadways, the term "roadway", as used herein, refers to any such roadway separately but not to all such roadways collectively. For the purpose of *this* ordinance the words including, but not limited to, street, highway, road, avenue, lane, etc... shall be considered roadways.
- (w) Roundabout: An intersection of two or more roadways, designed as a circle to facilitate continuing traffic flow, where vehicles entering the roundabout yield to vehicles traveling within the circle and vehicles entering and exiting the roundabout yield to pedestrians within marked crosswalks.
- (x) Public Parking Lots Owned by the EFUD or its successor or the Town of Waterbury:
  - Elm Street Parking Lot: Located adjacent to 2 Elm Street
  - Stowe Street Parking Lot: On both sides of Bidwell Lane from its intersection with Stowe Street for a distance of 95 feet in an easterly direction.
  - Upper Bidwell Parking Lot: Off the south side Bidwell Lane behind, 23 Stowe Street
  - Middle Bidwell Parking Lot: Off the north side of Bidwell Lane, adjacent to railroad tracks.
  - Lower Bidwell Parking Lot: On both sides of Bidwell Lane, behind 46 South Main Street and in front of 30 Foundry Street.
  - 51 S. Main Street Lot: Adjacent to and behind the former Municipal Office Building at 51 S. Main Street
- (y) School Zone: A distance not greater than 1,000 feet along the street, on either side of a school, where a speed limit of 25 miles per hour may be posted and enforced when a yellow traffic signal light is flashing.
- (z) Sidewalk: The portion of the street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.
- (aa) Stop: When required means complete cessation of movement.

(ab) Stop, Stopping or Standing: When prohibited means any stopping or standing of a vehicle whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a enforcement officer or a traffic control sign or signal.

(ac) Street or Highway: The entire width between the boundary lines of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular or pedestrian travel.

(ad) Traffic: Pedestrians, animals, vehicles, and other conveyances either singly or together, while using any street for purpose of travel.

(ae) Traffic Lane: A strip of roadway intended to accommodate the forward movement of a single line of vehicles.

(at) Traffic Signals-Light:

1. An official traffic control device with colored illuminated lenses used to control traffic, usually at major intersections, school zones or at public safety facilities.

2. Lens Colors:

(a) Green: While the green lens is illuminated, vehicles facing the green lens may proceed through the intersection, but shall yield the right of way to pedestrians within crosswalks or vehicles in the intersection at the time the signal was exhibited.

(b) Red: When the red lens is illuminated, vehicles facing the red lens shall stop prior to entering the crosswalk, or in the absence of a crosswalk, at the stop line or the curb line of the intersecting street. Unless otherwise prohibited by signage, vehicles intending to turn right at the intersection controlled by the red signal may do so after making a complete stop and then only if it is safe to do so.

(c) Red-Flashing: When the red lens is flashing, vehicles facing the flashing red lens shall stop prior to entering the crosswalk, or in the absence of a crosswalk, at the stop line or the curb line of the intersecting street. If the way is clear and no vehicles are approaching the intersection, which have the right of way, the vehicle may proceed through the intersection.

(d) Yellow: While the yellow lens is illuminated, waiting vehicles facing



the yellow lens shall remain standing and any vehicle facing the yellow *lens* approaching the intersection shall stop prior to entering the crosswalk, or in the absence of a crosswalk, at the stop line or the curb line of the intersecting street unless so close to that point that a stop at the required spot cannot be made safely.

- (e) Yellow-Flashing: A flashing yellow lens shall indicate the presence of a hazard or a reduced speed school zone and vehicles must proceed with caution at speeds not greater than posted.
- (ag) Trailer: A trailer is a vehicle without motive power designed to be drawn by a motor vehicle and so constructed so that no part of its weight rest upon the towing vehicle.
- (ah) Semi-Trailer: A semi-trailer is a vehicle without motive power designed to be drawn by a motor vehicle and so constructed that some part of its weight or its load rest upon or is carried by the towing vehicle.
- (ai) Vehicle: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.
- (aj) Warning Signal Emergency: A bell, siren, or horn, when sounded in conjunction with either a red, red and white, blue, or blue and white light on an emergency vehicle.
- (ak) Manual on Uniform Traffic Control Devices-MUTCD: All signs and signals to regulate traffic, movements and parking of motor vehicles, bicycles and pedestrians on all highways, roads, and streets.
- (al) Town or Municipality: all references to Town or Municipality shall mean the Town of Waterbury, Vermont, a Vermont Municipal Corporation situated in Washington County in the state of Vermont.
- (am) Manager, Municipal Manager, Town Manager: The person employed to manage the Town as specified in 24 V.S.A. Sections 1231-1243.
- (an) Manager's Designee: Person authorized by the Municipal Manager to perform duties of the manager as authorized by this ordinance

**Sec. 2-17      DISOBEYING OFFICIAL TRAFFIC CONTROL DEVICES**

It shall be unlawful for any person to disobey the direction of an official traffic control device except in response to the direction of an Enforcement Officer.

**Sec. 2-18      TAMPERING WITH OFFICIAL TRAFFIC CONTROL DEVICES**

It shall be unlawful for any person to willfully, remove, injure, obstruct, tamper with, or deface any official traffic control device.

**Sec. 2-18A      Compliance with MUTCD Standards**

All signs and signals shall comply with MUTCD standards for size and reflectivity. The standard for installation and placement of the devices shall, as best as practicable, meet the MUTCD standard. If field conditions prohibit installation and placement in strict accordance with MUTCD standards, the devices shall be installed and placed to be as close to "in compliance" as possible.

**Sec. 2-19      LOCATION ON TRAFFIC CONTROL SIGNAL LIGHTS**

Traffic control signals are authorized by the Select Board at the following intersections:

- (a)      Main Street and Stowe Street
- (b)      South Main Street and Park Street
- (c)      Waterbury-Stowe Rd/ Rt. 100 at Stowe Street and Blush Hill Road.
- (d)      Stowe Street-At points not greater than 1,000 feet north or south of the school where lights which flash yellow have been installed to alert drivers of a school zone.
- (e)      Northbound 1-89 exit ramp at its intersection with Waterbury-Stowe Road
- (t)      Southbound 1-89 exit ramp, for left turning vehicles at its intersection with Waterbury-Stowe Road
- (g)      Waterbury-Stowe Rd/Rt. 100 at entrance to 820 Waterbury-Stowe Rd.
- (h)      Waterbury-Stowe Rd/Rt. 100 at Crossroad and Laurel Lane
- (i)      Waterbury-Stowe Rd/Rt. 100 at Guptil Road

**Sec. 2-20      MEANING OF TRAFFIC LIGHT AND BLINKER INDICATIONS**

Colors in traffic lights and blinkers shall have the meanings ascribed to them in this section 2-16.

## Sec. 2-21 PROCEEDING THROUGH INTERSECTIONS AND CROSSWALKS

It shall be unlawful for the operator of any vehicle to enter or proceed through and intersection or crosswalk without due regard to the safety of other persons, regardless of what indications may be given by traffic lights.

## Sec. 2-22 LOCATION OF CROSSWALK

Marked crosswalks shall be located at the discretion of the Select Board, and shall be clearly marked on the road surface. Signs indicating the locations of a crosswalk shall be installed at the crosswalk in compliance with MUTCD Standards.

## Sec. 2-23 RIGHTS OFWAY AT CROSSWALKS

It shall be unlawful for the operator of a vehicle to fail to yield the right of way to a pedestrian who is crossing a street in a marked crosswalk or has entered a crosswalk.

- (1) Pedestrians shall not have the right of way to cross at intersections controlled by traffic lights unless the lens facing them is green, flashing red, or flashing yellow.
- (2) Pedestrians shall not have the right of way to cross at intersections controlled by traffic signals equipped with a pedestrian crossing signal unless the signal indicates that pedestrians may cross.

**Sec. 2-24** **PASSING VEHICLES STOPPED FOR PEDESTRIANS**

Whenever a vehicle has stopped to permit a pedestrian to cross a street, it shall be unlawful for the operator of any other vehicle approaching from the rear to pass such stopped vehicle.

### ARTICLE III. MISCELLANEOUS RULES

**Sec. 3-10** PERSONS PROPELLING PUSH CARTS, BICYCLES OR RIDING ANIMALS  
TO OBEY TRAFFIC  
REGULATIONS

Every person propelling any push cart or riding an animal upon a street or highway, and every person driving any animal-drawn vehicles, and every person riding a bicycle shall be subject to the provisions of this ordinance applicable to the driver of any vehicle, except those provisions of this ordinance which by their very nature can have no application or where excepted by state statute.

**Sec. 3-11**

**AUTHORIZED EMERGENCY VEHICLES**

- (a) The driver of an authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this section, but subject to the conditions herein stated.
- (b) The driver of an authorized emergency vehicle may:
  - (1) Park or stand, irrespective of the provisions of this ordinance;
  - (2) Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation and only if the way is clear or the traffic entering the intersection has yielded the right of way.
  - (3) Exceed the prima facie speed limits so long as he does not endanger life or property;
  - (4) Disregard regulations governing direction of movement or turning in specified directions.
- (c) The exemptions herein granted to an authorized emergency vehicle shall apply only when the driver of any said vehicle while in motion sounds an audible signal by bell, siren, horn or exhaust whistle, as may be reasonably necessary, and when the vehicle is equipped with at least one lighted lamp displaying a red or blue light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle, except that an authorized emergency vehicle operated as a police or other law enforcement vehicle need not be equipped with or display a red or blue light visible from in front of the vehicle.
- (d) All emergency vehicles shall be equipped with red, blue, or blue and white lamps and or a siren;
  - (e) The foregoing provisions shall not relive the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of his reckless disregard for the safety of others. Such driver and the Town of Waterbury shall have such immunity from liability for personal injury and property damage as provided for by the general law of the state.

**Sec. 3-12**

**PARKING NEAR CURB**

No person shall park any vehicle in any street except within 12 inches of the curb or the edge of the street thereof and with the curb or street edge to the driver's right, and if the parking area is marked, wholly within the parking area. Parking, in the fashion described above is permitted, in legal parking spaces, with the curb or edge of the street to the driver's left, if the street is marked as a One-Way Street.

**Sec. 3-13**                      OBSTRUCTION OF CROSSWALKS AND INTERSECTIONS

No person shall keep any vehicle or part thereof stationary, or keep or permit any animal in his charge standing, over or upon any crosswalk, or within the intersection of streets or of driveways with streets.

**Sec. 3-14**                      OBSTRUCTION OF TRAFFIC

No person shall keep any vehicle or part thereof stationary, or keep or permit any animal in his charge standing, in any street in such manner as unreasonably to obstruct travel thereon.

**Sec. 3.15**                      OPERATION SO AS TO CREATE A NUISANCE

- (a)     It shall be unlawful to operate or park a vehicle upon a street unless such vehicle is so constructed, loaded, and covered as to prevent its contents from escaping therefrom.
- (b)     It shall be unlawful for any person violating subsection (a) hereof not to remove forthwith from the street any substance or thing so escaping from such vehicle.

**Sec. 3.16**                      PROCEEDING TO FIRE, ACCIDENT, EMERGENCY

No operator of a motor vehicle, other than one on official business relating to the suppression of fire or handling of an emergency, shall follow any fire apparatus, ambulance, or other authorized emergency vehicle traveling to an emergency closer than five hundred (500) feet, or in a manner to interfere with the suppression of a fire or the handling of the emergency, or so as to endanger the life of any occupant of the authorized emergency vehicle, or thereafter park said vehicle so as to interfere with the suppression of a fire or the handling of the emergency.

**Sec. 3.17**                      CROSSING EMERGENCY LINES

It shall be unlawful for the operator of a vehicle to drive such vehicle across or beyond any lines which may be established at or near the scene of a fire, accident, or other emergency occurrence unless directed to do so by a fire department officer or by an enforcement officer.

**Sec 3.18**                      DRIVING THROUGH PROCESSIONS

It shall be unlawful for the operator of a vehicle to interfere with or break into a funeral procession

or into any duly authorized procession unless directed by an enforcement officer.

**Sec.3.19**

**CROSSING SIDEWALK**

It shall be unlawful for the operator of a vehicle emerging from an alley driveway or building, when the view of the sidewalk and/or street is obstructed, to fail to stop such vehicle immediately prior to driving onto a sidewalk or into the sidewalk and/or street extending across said alleyway, driveway or past said building.

**Sec. 3-20**

**HYDRANT AREA**

No person shall park any vehicle in any hydrant area. If, the hydrant is located behind the sidewalk, the area on the street or road adjacent to the hydrant shall not be considered a hydrant area and parking shall be allowed in that location unless otherwise restricted.

**Sec. 3-21**

**SIRENS OR EMERGENCY LIGHTS ON VEHICLES**

No vehicle, shall be equipped with, nor shall there be used thereon, any siren or any light, whether blue, blue and white or red unless it is an authorized emergency vehicle or is permitted to display such lights by the Vermont Department of Motor Vehicles

**Sec. 3-22**

**STOPPING FOR A SCHOOL BUS**

The operator of a vehicle, approaching a school bus from either direction must stop when the flashing lights mounted on the bus are illuminated and such vehicle may not proceed or pass the bus until such lights are off. Vehicles approaching a school bus, but traveling in the opposite direction and separated from the bus by a median shall not be required to stop for such bus when its flashing lights are illuminated.

**Sec. 3-23**

**NOP ASSING ZONES**

The Select Board, at their discretion, may determine those portions of any street in the Town of Waterbury where overtaking and passing or driving on the left side of the roadway would be especially hazardous. The Select Board may, by appropriate signs, indicate the beginning and end of such zones and when the signs are in place and clearly visible, no driver shall at any time drive to the left of center of the roadway within the no passing zone, except where a vehicle is turning left into a street, alley, driveway, or private road, after yielding to oncoming traffic.

**Sec. 3-24**

**EXEMPTION TO AUTHORIZED EMERGENCY VEHICLES**

The provision of this ordinance regulating the movement of vehicles shall not apply to authorized emergency vehicles as defined in this ordinance while the driver of such vehicle is operating the same in an emergency and in the performance of public duties. This exemption shall not, however, protect the driver of any such vehicle from the consequences of reckless disregard of the safety of other.

**Sec. 3-25**            **UNNECESSARY VEHICLE NOISE: SOUND POLLUTION**

No person shall drive, run, or operate in any street any vehicle that, from faulty construction, want of repair, or improper handling, shall make unusual or unnecessary noise or disturbance.

**Sec. 3-26**            **SOUNDING HORN**

It shall be unlawful to sound the horn of a vehicle for any purpose except to give warning of the presence of such vehicle upon the street to other users of the street. Such use of a horn shall in all cases shall be limited to the extent reasonably necessary under the circumstances to give such warning.

**Sec. 3-27**            **ALLOWING UNOBSTRUCTED PASSAGE OF VEHICLES SOUNDING A SIREN OR DISPLAYING BLUE, BLUE AND WHITE, OR RED LIGHTS**

Upon the signal of any authorized emergency vehicle approaching in a street, a person driving or operating any vehicle in such street, or being therein with the same, shall immediately move such vehicle as near as may be to the curb at his right, so as to give such authorized emergency vehicle free and unobstructed passage, and thereafter no such vehicle shall proceed in said street until such authorized emergency vehicle has passed by.

**Sec. 3-28**                            **DRIVING OR PARKING ON SIDEWALKS**

No person shall ride, drive, wheel, draw, or push any vehicle upon a sidewalk, except wheelbarrows, children's scooters, tricycles, baby carriages and sleds, and children's sleds, carts and bicycles drawn or pushed by hand, or permit an animal, except dogs, under his/her care to go upon a sidewalk, except to cross the same at places specially built or designated as crossings, and to go into or out of any adjoining enclosure; and no person shall unnecessarily occupy, obstruct, or encumber a sidewalk so as to interfere with the convenient use of the same by the public. Areas suffered by the owner to be used by the public, and commonly used by the public, as a sidewalk shall not be regarded as an enclosure within the meaning of this section. Legally permitted vending carts may be exempted from certain provisions of this Section.

**Sec. 3-29**                            **VEHICLES ON SIDEWALKS**

It shall be unlawful for the operator of a vehicle to operate such vehicle wholly or in part on any sidewalk or on any area designated exclusively for pedestrian traffic except while crossing it traveling on a driveway.

**Sec. 3-30**            **USE OF SLEDS, SLEIGHS, SNOWMOBILES, ETC. IN THE STREET**

No person shall coast, course, or slide on a sled, sleigh, cart, or operate a snowmobile, or other such vehicle made especially for travel on snow and ice, in a street, except in such streets (other than such part thereof as is used for a sidewalk) as shall be designated therefore, and under such regulations as shall be prescribed by the Select Board, or as allowed by state law.

**Sec.3-31**

**RACING IN STREET**

No person shall engage in any race or trial of speed by the riding or driving of animals, or by the drawing or propulsion of vehicles of any kind, in any street or highway.

**Sec. 3-32**

**REPAIRS IN STREET**

No person shall assemble or dismantle any vehicle while parked on a street or municipal lot, or perform repairs thereon except minor emergency repairs or providing such vehicle with water, fuel, or motor oil.

**Sec. 3-33**

**DANGEROUS DRIVING**

No person shall ride, drive, or lead an animal, or move any vehicle in any street or highway in a manner tending to endanger or unreasonably to interfere with or incommode any person in such street or highway.

**Sec. 3-34**

**BOARD VEHICLE IN MOTION**

No person shall take hold of, or board any vehicle while the same is passing in a street or highway.

**Sec. 3-35**

**DRIVING OVER FIRE HOSE**

No person, without the permission of the Chief of the Fire Department, or of an officer or member of the Fire Department in charge of any hose or other fire apparatus in any street, shall ride, drive or lead any animal, or draw, push or propel any vehicle over or upon any such hose or other fire apparatus.

**Sec. 3-37      DESTRUCTION OF PROPERTY IN THE PUBLIC RIGHT OF WAY**

No person shall injure, deface, destroy, or remove a guide-post, guide-board, pole, post, lamp, light, sign, awning, fence, plant, shrub, tree, greensward, building, or other thing lawfully being in or upon a street, public place, common or park, without the consent of the owner thereof and the Select Board.

**Sec. 3-38**

**Parades**

- (a) The streets, highways, sidewalks, and other thoroughfares of the Town of Waterbury are provided and maintained primarily for use as a public means of transportation, transit, communication and travel, such use being an essential government function mandated by law. Under appropriate and proper circumstances, these highways, streets, and sidewalks may be used for parades and processions subject to reasonable regulation and control. The Select Board hereby recognizes and finds that, subject to the paramount government interests to keep highways, streets and sidewalks open for public



transportation, there is a right of all citizens to use the public ways for parades and processions. Accordingly, this ordinance shall be applied, construed, interpreted, and enforced to regulate and control parades and processions to the end that the welfare of the Town of Waterbury be protected.

- (b) As used herein, a parade is defined as a band or company of musicians, drum corps, a procession or like body, including those runners or bikers participating in road races, proceeding on foot or by vehicle in an organized manner, from place to place on, along, or across any public highway, street, sidewalk, or thoroughfare.
- (c) No parade, as so defined, shall proceed on the aforementioned public ways unless a permit for said parade is issued by the Municipal Manager or his or her authorized designee. Said permit must be issued no less than 7 days prior to the parade.
- (d) Applications for a parade shall be filled out on forms provided by Municipal Manager and said application shall be processed by the Municipal Manager or his or her authorized designee, within five days of its receipt.
- (e) No application fee is required, but the applicant may be charged for public safety services provided by the town during the event at the discretion of the Municipal Manager. The costs of such services will be negotiated between the applicant and the Municipal Manager prior to the issuance of said permit.

#### **Sec. 3-39 STOP WHERE TRAFFIC OBSTRUCTED**

No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle, he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic-control signal indication to proceed.

#### **Sec. 3-40 RAILROAD TRAINS NOT TO BLOCK STREETS**

It shall be unlawful for the directing officer or the operator of any railroad train to direct the operation of or to operate the same in such manner as to prevent the use of any street for purposes of travel for a period of time longer than five minutes, except that this provision shall not apply to trains or cars in motion other than those engaged in switching.

#### **Sec. 3-41 • DUTY TO MOVE STANDING VEHICLE WHEN DIRECTED BY OFFICER**

No person shall leave any vehicle standing in any public highway after being directed to remove it by a police officer.

#### **Sec. 3-42 PARKING IN FIRE LANES PROHIBITED**

No motor vehicle shall be parked within designated fire lanes of any building.

## ARTICLE IV.

## SPEED REGULATIONS

### **Sec. 4-10**

### SPEED LIMITS

On the basis of an engineering and traffic investigation dated March 15, 1996 conducted for the former Village of Waterbury and ordinances and amendments related thereto, adopted by the Waterbury Village trustees up to and through June 29, 2016, all of which has been reviewed and ratified by the Select Board of the Town of Waterbury, the Select Board hereby adopts, restates and reestablishes the following speed limits on Waterbury Streets listed below:

North Main Street .....	25 miles per hour (mph)
South Main Street.....	25 mph
Kennedy Drive.....	25 mph
Blush Hill Road from Route 100 to Kennedy Drive.....	25 mph
Wallace Street .....	25 mph
Intervale Avenue .....	25 mph
Prospect Street .....	25 mph
Butler Street.....	25 mph
Winooski Street.....	25 mph
Union Street.....	25 mph
Stowe St northbound and southbound from Main St to Hillcrest Terrace.....	25 mph
Stowe St northbound and southbound from Hillcrest Terrace to Route 100.....	25 mph
Hillcrest Terrace.....	25 mph
Ellinwood Avenue .....	25 mph
Armory Avenue .....	25 mph
High Street.....	25 mph
Hill Street.....	25 mph
Railroad Street. ....	25 mph
Bidwell Lane .....	25 mph
Foundry Street.....	25 mph
Park Row.....	25 mph
Park Row Extension.....	25 mph
Park Street.....	25 mph
Batchelder Street.....	25 mph
Randall Street. ....	25 mph
River Road .....	25 mph
East Street.....	25 mph
Roundabout.....	25 mph

Pursuant to an ordinance dated August 29, 1988 and amendments thereto dated October 1, 1990; July 6, 1999; November 5, 2001; and August 21, 2006, previously adopted by the Town of Waterbury, the Select Board restates and establishes the speed limits on the following Waterbury roadways:

Perry Lea Road.....	25 miles per hour (mph)
Spruce Haven Road .....	25 mph

**Gregg Hill Road**

In both directions between its southerly intersection with Rt 100 to a point, in a general northerly direction, 1.5 miles from aforesaid intersection .....25 mph

In both directions from that point 1.5 miles in a general northerly direction from its southerly intersection with RT 100 for a distance of approximately 2.4 miles in a general northerly direction to its northerly intersection with Rt 100 .....35 mph

**Guptil Road**

In both directions, from its intersection with Rt 100 to a point .20 miles south of its intersection with Thatcher Brook Road.....40 mph

In both directions, from that point .20 miles south of its intersection with Thatcher Brook Road to a point .20 miles north of Thatcher Brook Road .....30 mph

In both directions, from that point .20 miles north of Thatcher Brook Road to its intersection with Howard Avenue .....25 mph

**Maple Street**

In both directions, from its intersection with Guptil Rd to its intersection with Loomis Hill Rd....25 mph

In both directions, from its intersection Loomis Hill Rd north to Barnes Hill Road.....30 mph

**Howard Avenue**

In both directions, from its intersection with Rt 100 to its intersection with Maple Street .....25 mph

**Hollow Road**

In both directions, from its intersection with Rt 100 to its intersection with Howard Avenue.....25 mph

**Barnes Hill Road**

In both directions, from Guild Hill Road to the Stowe town line.....35 mph

**Guild Hill Road**

In both directions for its entire length from Guptil Rd to Rt 100 .....35 mph

**Loomis Hill Road**

In both directions, from its intersection with Maple Street to the bridge over Thatcher Brook .....30 mph

In both directions, from the bridge over Thatcher Brook to its intersection with Ripley Rd .....35 mph

**Sweet Farm Road**

In both directions, from its intersection with Ripley Road for the full length of the Class III section of that town highway .....35 mph

**Kneeland Flats Road**

In both directions, from its intersection with Guptil Rd to the end of the pavement. ....40 mph

**Ripley Road**

In both directions, for its full length from its intersection with Loomis Hill Rd to its intersection with Kneeland Flats Rd .....35 mph

**Valley View Road**

In both directions, for its full length from its intersection with Loomis Hill Rd to its intersection with Shaw Mansion Rd .....35 mph

**Shaw Mansion Road**

In both directions, for its full length from its intersection with Loomis Hill Rd to its intersection with Kneeland Flats Rd.....35 mph

**Perry Hill Road**

In both directions, for its length from its intersection with Kneeland Flats Rd to Lincoln St. 35 mph

**Blush Hill Road**

In both directions, from its intersection with Rt 100 to the end of the pavement. ....35 mph

In both directions, from that location where the pavement ends to the terminus of the road at the cul-de-sac at the reservoir .....25 mph

**Lonesome Trail**

In both directions, for its full length from its intersection with Blush Hill Rd to the terminus of the public highway at Pinnacle Ridge Road ..... 30 mph

**Crossroad**

In both directions, for its full length from its intersection with Rt 100 to its intersection with Blush Hill Rd ..... 25 mph

**Henry Hough Road**

In both directions, for its full length from its intersection with Perry Hill Rd to its terminus ....25 mph

**MaggiesWay**

In both directions, for its full length from its intersection with Guild Hill Rd to its terminus..25 mph

**Twin Peaks Road**

In both directions, for its length from its intersection with Kneeland Flats Rd to its tenninus.25 mph

**Perry Lea Road**

In both directions, for its full length from its intersection with Perry Hill Rd to its tenninus... 35 mph

**Kneeland Flats Trailer Park**

In both directions, on all public roads within the park. .... 25 mph

**East Wind Drive (formerly Lea Haven Trailer Park Rd)**

In both directions, from its intersection with Rt 100 to the termini of all public portions of East Wind Drive ..... 25 mph

ARTICLE V.

**TURNING & MOVEMENT REGULATIONS**

**Sec. 5-10**

**PASSING MOTOR VEHICLES**

No person shall drive propel or operate any vehicle on any public street so as to cause such vehicle to overtake or overtake and pass another vehicle proceeding in the same direction, provided that proper signs have been erected and maintained on said streets giving notice to the operators of vehicles that passing within the areas designated by said signs is unlawful.

**Sec.5-11**

**U-TURNS**

The driver of any vehicle shall not tum such vehicle so as to proceed in the opposite direction upon any street or highway where signs are maintained prohibiting such vehicular operation.

**Sec. 5-12**

**OBEDIENCE TO NO-TURN SIGNS**

Whenever authorized traffic signs are erected by authority of the Select Board indicating that no right tum or left tum or U-tums are permitted, it shall be unlawful for a driver of a vehicle to disobey the direction on any such sign. The following turns are prohibited:

- Union Street at North Main Street-No left tum from Union Street onto North Main Street.
- South Main Street at Park Street-No tum from South Main Street onto Park Street.
- Driveway from Anderson Recreation Complex at Butler Street-No left tum from the driveway onto Butler Street.
- Hill Street at Railroad Street-No left tum from Hill Street onto Railroad Street.

- Railroad Street at Hill Street-No right turn from Railroad Street onto Hill Street.
- Mill Road at Waterbury-Stowe Road (Rt. 100)-No left turn from Mill Road onto Waterbury-Stowe Road.

#### Sec. 5-13

#### OBEDIENCE TO NO ENTRY SIGNS

Whenever authorized traffic signs are erected by authority of the Select Board indicating that no entry by vehicle is permitted, it shall be unlawful for a driver of a vehicle to disobey the direction on any such sign.

#### ARTICLE VI.

#### ONE-WAY STREETS AND ALLEYS

#### Sec. 6-10

#### AUTHORITY TO PLACE ONE-WAY STREET SIGNS

The Select Board may designate streets on which traffic may proceed only in one direction whenever they deem such a designation to be in the public's interest. Whenever the Select Board designates a one-way street, signs shall be placed and maintained giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

#### Sec. 6-11

#### ONE-WAY STREETS

In accordance with Sec. 6-10 of this Article, when properly posted, all vehicular traffic shall pass on the following streets only in the direction indicated and not otherwise.

1. Park Street: Traffic shall travel only in a southerly direction from its intersection with Moody Court to its intersection with Main Street.

#### ARTICLE VII.

#### STOPS SIGNS

#### Sec. 7-10

#### VEHICLES TO STOP AT STOP SIGNS

When stop signs are erected as authorized by the Select Board, every driver of a vehicle shall stop before entering the crosswalk on the near side of the intersection. In the event there is no crosswalk, driver shall stop at a clearly marked stop line, but if none, then at the point nearest the intersecting roadway before the driver has view of approaching traffic on the intersecting roadway, before entering the intersection except when directed to proceed by an enforcement officer or traffic-control signal and then shall proceed so as not to interfere with traffic. Stop signs shall be placed in the following locations:

- a) Kennedy Drive at its intersection with Blush Hill Road
- b) Lincoln Street with its intersection with Stowe Street

- c) Lincoln Street Extension with its intersection with Lincoln St and Perry Hill
- d) Union Street at its intersection with Stowe Street
- e) Union Street at its intersection with North Main Street
- f) Foundry Street at its intersection with S. Main Street
- g) Park Row at its intersection with Randall Street
- h) Railroad Street at its intersection with Stowe Street
- i) Driveway at Best Western Hotel (Blush Hill Rd) at its intersection with Blush Hill Rd.
- j) High Street at its intersection with Stowe Street
- k) Butler Street at its intersection with N. Main Street
- l) Wallace Street at its intersection with N. Main Street
- m) Winooski Street at its intersection with N. Main Street
- n) Bidwell Lane at its intersection with Stowe Street.
- o) Railroad Street at its intersection with Park Row Extension
- p) Randall Street at its intersection with Park Row
- q) Elm Street at its Intersection with S. Main Street
- r) East Street at its intersection with Stowe Street
- s) Hillcrest Terrace at its intersection with Stowe Street
- t) Armory Drive at its intersection with Union Street
- u) Armory Avenue at its intersection with High Street
- v) Adams Court at its intersection with Winooski Street
- w) Swasey Court at its intersection with Stowe Street
- x) Park Street at its intersection with S. Main Street
- y) Demeritt Place at its intersection with S. Main Street
- z) Batchelder Street at its intersection with S. Main Street.
- aa) Ashford Lane at its intersection with Acorn Drive
- ab) Mill Rd at its intersection with Rt 100.
- ac) Hill Street at its intersection with Railroad Street
- ad) River Road at its intersection with S. Main Street
- ae) Railroad Street, while proceeding in a southerly direction, at its intersection with Hill Street.
- at) Railroad Street, while proceeding in a northerly direction, at its intersection with Hill Street.
- ag) Hill Street at its intersection with Railroad Street
- ah) Pilgrim Park Road at its intersection with Railroad Street and Park Row
- ai) State Drive at its intersection with Randall Street and Park Row
- aj) State Drive at its intersection with South Main Street
- ak) South end of Horseshoe Drive at its intersection with South Main Street.
- al) O'Hear Court at its intersection with Armory Drive
- am) Mill Road at its intersection with Rt.100
- an) Crossroad at its intersection with Rt.100
- ao) Perry Hill Rd at its intersection with Lincoln St. and Lincoln St. Ext.
- ap) North Street at its northerly intersection with Stowe Street
- aq) North Street at its southerly intersection with Stowe Street
- ar) Ashford Lane at its intersection (with its own loop) at Ashford Lane
- as) Crossroad at its intersection with Blush Hill Rd.
- at) Lonesome Trail at its intersection with Blush Hill Rd.

- au) Driveway from Ben & Jerry's at its intersection with RT 100
- av) Guptil Rd at its intersection with Rt 100
- aw) Stowebury Rd. with its intersection with Rt 100
- ax) East Wind Dr. at its intersection with Rt 100
- ay) Mc Neil Rd at its intersection with Rt 100
- az) Howard Ave at its intersection with Rt 100
- al) *Intentionally left blank*
- a2) Reservoir Rd at its intersection with Rt 100
- a3) Lakeview Terrace at its intersection with Rt 100
- a4) Hollow Rd at its intersection with Rt 100
- a5) Sunset Dr. at its intersection with Rt 100
- a6) Suss Dr. at its intersection with Rt 100
- a7) Gregg Hill at its southern terminus with Rt 100
- a8) Gregg Hill at its northern terminus with Rt 100
- a9) Guild Hill Rd. at its intersection with Rt 100
- alO) Beaver Pond Rd at its intersection with Rt 100
- al 1) Spruce Haven Rd at its intersection with Rt 100
- al2) Ruby Raymond Rd at its intersection with Rt 100
- al3) Russell Rd at its intersection with Rt 100
- al4) Maggies Way at its intersection with Guild Hill Rd
- al 5) Guild Hill Rd at its intersection with Maple Street
- al 6) Mountain View Dr. at its intersection with Barnes Hill Rd
- al 7) Loomis Hill Rd at its intersection with Maple Street
- al8) Howard Ave at its intersection with Maple Street
- al 9) Howard Ave at its intersection with Hollow Rd and Guptil Rd-4 Way Stop
- a20) Guptil Rd at its intersection with Howard Ave and Hollow Rd-4 Way Stop
- a2 1) Hollow Rd at its intersection with Howard Ave and Guptil Rd-4 Way Stop
- a22) Maple Street at its intersection with Guptil Rd.
- a23) Metayer Ct at its intersection with Howard Ave
- a24) Kneeland Flats Rd at its intersection with Guptil Rd
- a25) Huntington Place at its intersection with Kneeland Flats Rd.
- a26) Twin Peaks Rd at its intersection with Kneeland Flats Rd
- a27) Kneeland Flats Trailer Park Rd at its intersection with Kneeland Flats Rd,
- a28) Perry Hill Rd at its intersection with Kneeland Flats Rd.
- a29) Shaw Mansion Rd at its intersection with Kneeland Flats Rd.
- a30) Kneeland Flats Trailer Park Rd at its intersection (with its own loop) with Kneeland Flats Trailer Park Rd
- a31) Shaw Heights at its intersection with Shaw Mansion Rd.
- a32) George's Way at its intersection with Shaw Mansion Rd.
- a33) Woodland Acres Rd. at its intersection with Perry Hill Rd.
- a34) Henry Hough Rd. at its intersection with Perry Hill Rd.
- a35) Perry Lea Rd. at its intersection with Perry Hill Rd.
- a37) Upland Mowing Rd. at its intersection with Perry Hill Rd.
- a38) Stewart Lane at its intersection with Perry Hill Rd.
- a39) Perry Hill Rd at its intersection with Lincoln Street and Lincoln Street Extension
- a41) Shaw Mansion Rd with its Intersection with Loomis Hill Rd

- a42) Perry Hill Rd at its intersection with Lincoln Street  
a43) Valley View Rd at its intersection with Loomis Hill Rd.  
a44) Ripley Rd. at its intersection with Loomis Hill Rd. and Sweet Rd.  
a45) Perry Hill at the intersection of Henry Hough Rd.

## Sec. 7-11 EMERGING FROM ALLEY, DRIVEWAY OR BUILDING

The driver of a vehicle within a business or residence district emerging from an alley, driveway, or building shall stop such vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending across any alleyway or driveway, yielding the right of way to any pedestrian as may be necessary to avoid collision, and upon entering the roadway shall yield the right of way to all vehicles approaching on said roadway.

**Sec. 7-12** **YIELD SIGN**

Yield signs are erected as authorized by the Select Board. All vehicles, upon approaching such a sign, shall do so at a reasonable and safe speed. Prior to entering such a posted intersection, each operator shall yield the right-of-way to any vehicle approaching the intersection or already within the intersection, unless directed otherwise by an enforcement officer. Yield signs shall be placed in the following locations:

- a) Roundabout at intersection of Rt. 2 and Rt. 100: Vehicles entering the roundabout yield to vehicles traveling within the circle and vehicles entering and exiting the roundabout yield to pedestrians within marked crosswalks.
- b) At the intersection of the southbound offramp from I-89 and Rt. 100: Vehicles from the off-ramp yield to vehicles traveling south on Rt. 100.
- c) Hubbard Farm Rd at its intersection with Loomis Hill Rd: Vehicles on Hubbard Farm Rd. entering Loomis Hill Rd. must yield to vehicles traveling on Loomis Hill Road.

Sec. 7-13 TRAFFIC CONTROL SIGNAL

All vehicle operators shall obey directions given by traffic control devices that are legally authorized and properly erected. Official traffic control signals of the various colors and arrows of direction, and posted signs indicating directions and traffic control shall be obeyed unless directed otherwise by an enforcement officer.

## ARTICLE VIII.            PARKING AND PARKING ZONES

## Sec.8-10 PARKING TRAILERS AND SEMI-TRAILERS

No person shall leave or park a trailer or semi-trailer upon any street in the Village while such trailer



is not attached to a motor vehicle in running condition having sufficient motive power to draw said trailer or semi-trailer.

**Sec. 8-11**

**MOTOR VEHICLE OWNER, LIABILITY**

A person who is the registered owner(s) of a motor vehicle which is parked in contravention of the sections of this Ordinance, shall be subject to and liable for the penalties of Section 10-17 and 10-18 of this Code.

**ARTICLE IX.**

**PARKING OF VEHICLES**

**Section 9-10**

The Select Board for the Town of Waterbury shall cause signs to be erected and maintained and pavement and curbing to be painted indicating areas where parking is regulated, controlled, or prohibited.

**ARTICLE X.**

**PARKING VIOLATIONS**

**Sec.10-10 No motor vehicle shall be parked at any time on any street or municipal lot within the Town of Waterbury when:**

1. Within six feet either side of a fire hydrant if the hydrant is located in the street, curb line or sidewalk. Parking is not prohibited if the hydrant is located behind the sidewalk.
2. In front of the Main Street Fire Station located on South Main Street from the driveway at #29 S. Main Street for a distance of 135 feet in an easterly direction.
3. Within 15 feet of the curb line of another street unless otherwise posted.
4. On the Stowe Street railroad overpass or the approaches to the overpass.
5. On the east side of Park Row, from its intersection with South Main Street north, for a distance of 50 feet.
6. On the east side of Park Row, from the north end of Rusty Parker Park, south for a distance of 50 feet.
7. On the north side of Union Street from a point 20 feet west of the driveway at 23 Union Street, west to its intersection with North Main Street.
8. On the east side of Stowe Street, from its intersection with High Street, north to the

driveway of the Brookside Primary School.

9. On the west side of Stowe Street beginning at the south end of the turnout at the Newton Baker Mini-Park, south to a point across from the driveway of the Thatcher Brook Primary School.
10. On the west side of Park Row, from a point 75 feet south of its intersection with South Main Street, in a southerly direction to Randall Street.
11. On the east side of Park Row from between South Main Street and Randall Street.
12. On the east side of Park Street between Moody Court and South Main Street.
13. Except on the right-hand side of the street in the direction in which said vehicle is headed. Such vehicle shall park or stand within 12 inches of said right hand curb or street edge. Parking, in the fashion described above is permitted, in legal parking spaces, with the curb or edge of the street to the driver's left, if the street is marked as a One-Way Street.
14. On any sidewalk.
15. On any crosswalk.
16. In front of a public or private driveway.
17. Abreast of another vehicle.
18. Along the side or opposite any street excavations or obstructions.
19. On the east side of Hill Street from Railroad Street to the intersection of High Street.
20. On the north side of High Street from a point 20 feet easterly of its intersection with Stowe Street for a distance of 195 feet in an easterly direction to the steps at the High Street entrance to the school AND on the north side of High Street from a point 20 feet westerly of its intersection with Amory Avenue for a distance of 90 feet in a westerly direction, except as provided hereunder:
21. On the south side of High Street from its intersection with Stowe Street to its intersection with Hill Street except as provided hereunder:
  - (a) Vehicles displaying a permit for resident/guest parking issued for such purpose by the Town of Waterbury may park in this described area provided they comply with all other sections of this ordinance.)

22. On the south side of North Main Street from its intersection with Moran Lane in an easterly direction to a point 45 feet east of the entrance to the Dascomb P. Rowe Recreation Field.
23. On the North side of North Main Street, from its intersection with Stowe Street to the west side of the driveway at #17 North Main Street.
24. Within a parking space designated as handicapped parking by the international symbol of access and/or the words "Handicapped Parking Only" unless the vehicle is displaying a special handicapped plate or card from any state, as provided in 18 VSA 1324.
  - a) This shall include handicapped spaces in any parking facility open to and used by the general public.
25. Said vehicle is not properly registered.
26. At any point on a street, including a designated parking space, when the presence of such vehicle in conjunction with any other condition then existing will obstruct the free passage of other vehicles upon the street.
27. On either side of Demeritt Place from South Main Street to the railroad tracks.
28. On the south both sides of Randall Street from its intersection with Park Row for a distance of 150 feet in a westerly direction to a point five (5) feet west of the driveway at 40 Randall Street.
29. On the east side of Butler Street from its intersection with N. Main Street for a distance of 110 feet in a northerly direction.
30. On the west side of Butler Street from its intersection with N. Main Street for a distance of 75 feet in a northerly direction.
31. On the south side of S. Main Street from its intersection with the State Drive for a distance of 60 feet in an easterly direction.
32. On the west side of Batchelder Street from its intersection with Main Street to the railroad tracks.
33. On the south side of Union Street from the west side of the driveway at 16 Union Street west to the westerly side of the driveway at 34 Union Street.

34. On the south side of North Main Street from the east side of the driveway at 6 North Main Street in an easterly direction to the east side of the driveway at 1 South Main Street.
35. On the west side of Stowe Street at its intersection with Swasey Court for a distance of 20 feet in a northerly direction.
36. On the north side of High Street from its intersection with Armory Avenue in an easterly direction to its intersection with Hill Street.
- 36 a) On the west side of Armory Avenue for its entire length between High Street and Hillcrest Terrace.
37. On the north side of Pilgrim Park Road
38. On the south side of Pilgrim Park Road from the railroad tracks for a distance of 160 feet in an easterly direction.
39. On the north side of High Street from its intersection with Stowe Street in an easterly direction for a distance of 20 feet.
40. On the south side of Mill Street.
41. On the south side of East Street from the corner of Stowe Street in an easterly direction for 435 feet.
42. On the south side of South Main Street from the east side of the driveway at 47 S. Main Street for a distance of 60 feet in an easterly direction to the west side of the driveway at 51 S. Main Street when signage is present restricting these spaces for the parking of buses-otherwise no restrictions.
43. On either side of Reservoir Road from its intersection with Rt. 100 to its terminus.
44. **For not more than two hours at a time, between the hours of 8:00 am - 6:00 pm in the following locations:**
  - a) On either side of South Main Street between Foundry Street and its intersection with Stowe Street.
  - b) On south side of North Main Street from the east side of the driveway at 8 North Main Street (Congregational Church) for a distance of 60 feet in an easterly direction to the west side of the driveway at 6 North Main Street. This space is reserved for passenger cars only.

- b) On either side of Stowe Street from its intersection with Main Street to the approach of the railroad overpass, except for the space in front of 5 Stowe Street, which is designated as a 15 minute space.
  - c) On east side of Elm Street from its intersection with South Main Street for a distance of two hundred (200) feet in a southerly direction.
  - d) On the west side of Elm Street from its intersection with South Main Street for a distance of one hundred feet (100) in a southerly direction.
  - e) In the Stowe Street Parking lot
45. **For not more than 15 minutes, between the hours of 8:00 am - 6:00 pm, when designated by 15 minute signs, designated with Town of Waterbury insignia, in the following locations:**
- a) On the west side of Elm Street in the two spaces in front of 3 Elm Street.
  - b) On the north side of South Main Street in the space at 34 South Main Street immediately north of the driveway at 34 South Main Street.
  - c) On the west side of Stowe Street at 5 Stowe Street.
  - d) On the south side of South Main Street, in the space in front of 27 South Main Street Main Street.
  - d) On the south side of South Main Street, in the space in front of 29 South Main Street.
46. **Bus Parking:** When marked by signs buses may park for up to 15 minutes to load or discharge passengers in the spaces on the south side of South Main Street from the east side of the driveway at 47 S. Main Street for a distance of 60 feet in an easterly direction to the west side of the driveway at 51 S. Main Street,
47. A vehicle shall be deemed continuously parked unless it has been withdrawn from the parking space for at least five (5) minutes.

#### Sec.10-11

#### PAINTED SPACES

Where lines are painted outlining parking spaces and when said lines are visible, vehicles shall be parked wholly within the boundaries of said lines.

**Sec.10-12****REPAIRS**

It shall be unlawful to assemble or dismantle any vehicle while parked on a street or municipal lot, or to perform repairs thereon except emergency minor repairs or the securing of such vehicle with gasoline or oil or water.

**Sec.10-13****SPACES DELINEATED, VIOLATION**

The Select Board may have lines or markings painted or placed upon the curb and/or upon the street adjacent to each parking space for the purposes of designating the parking space to be used and each vehicle parking adjacent to or next to any parking meter shall park within the lines of markings so established. It shall be unlawful and violation of this ordinance to park any vehicle across any such line or making or to park said vehicle in such position that the same shall not be entirely within the area so designated by such lines or marking.

**Sec. 10-14****PARALLEL PARKING SCHEME**

When a parking space in any parking zone is parallel with the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked such a manner that the foremost part of such vehicle faces in the direction of the line of vehicular travel upon such street; and said vehicle shall be parked within 12 inches of the curb or curb line.

**Sec.10-15****COMMERCIAL TRUCK LOADING AND/OR UNLOADING**

Commercial trucks may park in the parking zones to load or to unload merchandise for a period not to exceed thirty (30) minutes. Should any truck or delivery car be so parked longer than thirty (30) minutes, it will be classed as a violation of this ordinance.

**Sec. 10-16****NIGHT PARKING DURING WINTER**

Parking of motor vehicles or any other conveyance on the streets of the Town of Waterbury between the hours of 12:00 Midnight and 6:00 A.M. is hereby prohibited between November 15 and April 15, inclusive.

Parking of motor vehicles or any other conveyance in public parking lots owned by the Town or EFUD, between the hours of 2:00 A.M. and 6:00 A.M. is hereby prohibited between November 15 and April 15, inclusive.

The Municipal Manager or his or her designee may, by executive order, prohibit night parking at any other times of the year, if emergency road conditions exist.

**Sec.10-17****REMOVAL OF VEHICLES PARKED IN VIOLATION**

Any motor vehicle, trailer or other conveyance parked on the streets, parking lots and public property of the Town, in violation of any sections of Article X of this ordinance may be removed, when the Municipal Manager or his or her designee or any enforcement officer or officer of the fire department determines that public safety demands; or may be removed when the Municipal Manager or Public Works Director or their designees determines the proper plowing, maintenance or repair of said street or water or sewer mains or pipes under said street requires its immediate removal. All costs of said removal and any expense incurred in securing such removal may be charged against the owner of the vehicle at the time removal is ordered and said vehicle shall not be released to the owner, or person responsible for it at the time removal was ordered, until all such cost have been made.

**Sec. 10-18     REMOVAL OF VEHICLES PARKED WITHOUT AUTHORIZATION**

Whenever any vehicle shall impede access to any public or private property within the Town of Waterbury, or be parked thereon without authorization of the owner or other person entitled to the use or possession thereof, any enforcement officer may order its removal. The owner of such vehicle shall pay any reasonable towing and storage charges to the extent permitted by law, which charges shall be a lien on said vehicle, prior to reclaiming the towed vehicle.

**Sec.10-19****REMOVAL OF UNREGISTERED VEHICLES**

It shall be unlawful for any person to park or leave standing any motor vehicle or conveyance that is not a legally registered motor vehicle in any jurisdiction upon a public street within the geographical boundaries of the Town of Waterbury.

Any vehicle found contrary to the above prohibition shall be removed immediately by the owner. Should the owner fail to remove the vehicle, the municipal manager or his or her designee or any enforcement officer may cause the vehicle to be removed at the expense of the owner. A reasonable attempt will be made to locate the owner to locate the owner prior to having the vehicle removed.

**Sec.10-20****REMOVAL OF VEHICLES CONSIDERED ABANDONED**

Any vehicle or conveyance found in a public parking lot or on any town street for 48 consecutive hours or parked contrary to the provisions of this ordinance for 48 hours shall be deemed abandoned.

Should the owner fail to remove the vehicle, then an enforcement officer shall cause the vehicle to be removed at the expense of the owner.

The enforcement officer will make any reasonable attempt to locate the owner prior to having the vehicle removed.

**Sec.10-21****TOW-AWAY ZONES**

The Select Board may determine from time to time to create tow-away zones. Any area designated as a tow-away zone shall be adequately posted as such. Any vehicle or conveyance parked contrary to any parking ordinance, and within a tow-away zone, may be removed upon the order of a police officer. The following areas have been designated as tow-away zones:

**Sec.10-22****SPECIAL HANDICAPPED PARKING**

- (a) The Select Board may, at its discretion, establish certain selected parking spaces for those handicapped persons whose vehicles shall display a distinguishing decal, placard, or a registration plate approved and issued by the State Department of Motor Vehicles in accordance with Title 18, Section 1325 of the Vermont Statutes Annotated.
- (b) No person shall park a motor vehicle **in** a space designated as parking for the handicapped without displaying a special handicapped plate or card issued by the Vermont Department of Motor Vehicles, or as otherwise provided by law of the state in which the vehicle is registered. Any person found in violation of this section shall be fined per the prevailing state statute and be subject to costs for the vehicle's removal under all applicable sections of Article 10 of this ordinance. For purposes of this subsection "space designated as parking for the handicapped" means any space designated as handicapped parking under either 18 V.S.A. 1324 (a) or subsection (a) of this section.

The following spaces are designated for Special Handicapped Parking Areas:

- a) On the west side of Stowe Street, in the space immediately south of the driveway at 14 Stowe street.
- b) On the south side of Bidwell Lane, in the westerly most space of the Stowe Street Parking Lot.
- c) In the space marked for handicapped parking by line striping and signs in the Upper Bidwell Parking Lot.
- d) In the space marked for handicapped parking by line striping and signs in the Middle Bidwell Parking Lot.
- e) In the space marked for handicapped parking by line striping and signs in the Lower Bidwell Parking Lot



f) In the space marked for handicapped parking by line striping and signs in the Elm Street Parking Lot.

g) In the space marked for handicapped parking by line striping and signs in the Congregational Church Parking Lot.

Sec. 10-23

PARKING VIOLATION WAIVER

Any person violating any section of Article X of this ordinance may, within three business days from the date of such violation, admit the violation and waive the issuance of any further process or hearing, by voluntarily paying to the Town the waiver penalty for the violation as listed in Section 10-24a hereunder,

Sec. 10-24

WAIYER PENALTIES

a. The following penalties shall be imposed for violations of the ordinance.

1. Overtime Parking.....	\$25.00
2. Crosswalk.....	\$25.00
3. Curb of Left.....	\$25.00
4. Prohibited (Pro) Parked (all other) .....	\$25.00
5. Hydrant .....	\$25.00
6. Winter Night Parking 12:00 midnight-6:00 a.m .....	\$25.00
7. Winter Night Parking in Village lots, 2:00 a.m. -6:00 a.m .....	\$25.00
8. Handicap Parking .....	according to statute
9. All penalties for speeding and other moving violations shall be in accordance with state statute.	

b. The waiver penalty for a violation of any section of Article X of this ordinance must be paid to the Town within three business days from the date of such violation. If not paid within the specified time, the applicable penalty will be increased by multiplying the waiver penalty by 1.5. After thirty (30) days from the date of the violation, the applicable waiver penalty shall be increased by multiplying the original waiver penalty by 2.0. The late penalties listed above for untimely payment do not apply to Handicapped Parking or Obstructed Crosswalk violations.

c. In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant name in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

**Sec.10-25      REMOVAL OF VEHICLES**

Vehicles parked in violation of the ordinance regarding parking at hydrants or at the fire station, in front of a public or private drive, unregistered, all-night parking, abandoned vehicles, or in any manner as to cause a public nuisance or who's presence condition, or manner of parking create a hazard, shall be subject to removal and storage at the owner's expense by the order of any enforcement officer.

**Sec. 10-26      EXEMPTIONS TO AUTHORIZED EMERGENCY VEHICLES**

The provisions of these ordinances shall not apply to authorized emergency vehicles when parking is necessary in an emergency and in the performance of their official duties.

This exemption shall not, however, protect the operator of any such vehicle from the consequences of their reckless disregard of the safety of others.

Nothing in this Ordinance shall be construed to make unlawful vehicle stops in obedience to a signal by an enforcement officer, stops to clear the way for emergency vehicles, or stops made necessary by causes beyond the control of the operator.

**ARTICLE XI    REGULATING COMMERCIAL VEHICLES ON WATERBURY STREETS**

The Select Board may regulate the passage of commercial vehicles, except school buses, on streets, but must ensure that deliveries to residences and businesses on such designated streets can be made. Signs must be posted at all entrances to such designated streets which clearly indicate the prohibition of commercial vehicles

**Sec. 11-10      Streets on Which Commercial Vehicles are not Permitted**

Commercial vehicles may not pass on the following streets except to make deliveries to residents or businesses located on those streets:

- a) Union Street
- b) Winooski Street
- c) Batchelder Street
- d) Railroad Street
- f) Hillcrest Terrace from its intersection with Ellinwood Avenue to its intersection with Stowe Street
- g) Randall Street

ARTICLE XII

PENALTIES FOR VIOLATIONS

Any person violating any section of this ordinance, except one or more sections of Article X, may within twenty (20) days from the date of such violation, admit the violation and waive the issuance of further process and or hearing, by voluntarily paying to the Town the waiver penalty for the violation as referenced in Section 12-10.

12-10

PENALTIES

The penalties for violations of this ordinance, except for municipal parking violations as specified in Section 10-24, shall be consistent with applicable Vermont Law and the Judicial Bureau Waiver Penalty Schedule.

ARTICLE XIII

INCONSISTENT ORDINANCES REPEALED

Ordinances or parts thereof in force at the time this ordinance takes effect and inconsistent herewith are hereby repealed as of the date of the effect of this ordinance.

ARTICLE XIV

EFFECTIVE DATE

This ordinance shall be effective at midnight the 61st day after the date of adoption by the Select Board.

**Amended on this 5th Day of August, 2024, by all or a majority of the Select Board whose signatures appear below,**

**Roger Clapp, Chair**

**Alyssa Johnson, Vice Chair**

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**Michael Bard**

**Kane Sweeney**

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**Ian Shea**

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**Meeting of the Waterbury Select Board  
Monday December 2, 2024  
In Person: Steele Community Room  
28 North Main Street**

Join Zoom Meeting  
<https://www.zoom.us/join>  
Meeting ID: 833 9654 3260  
Passcode: 215444

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 Meeting November 18, 2024  
7:10pm Public  
7:15pm Woody Avenue Outreach  
\_\_\_\_\_pm 1<sup>st</sup> Review of 2025 Budget

8:35pm Next Meeting Agenda  
8:45pm Executive Session – if needed  
9:00pm Adjourn

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

**Parking Lot:**

·3 Year Budget Plan ·Parade and Event Permits ·ACO Fee Structure  
·Natural Disaster Preparedness Committee Handbook