

TOWN OF UNDERHILL
Regular Selectboard Meeting
Underhill Town Hall - 12 Pleasant Valley Road
In-person and remote access meeting (see below)
Thursday, February 22, 2024, 6:00 p.m.

- 6:00 p.m. **Call meeting to order/adjustments to the agenda**
- 6:00 p.m. **Opening Public Comment**
- 6:05 p.m. **Proposed pavilion in Moore Park - Development Review application**
- 6:15 p.m. **Town Highway Items - Russ Clark, Highway Supervisor**
- 2024 ADA Traffic Control contract
 - Replacement plow blades
 - Spring 2024 Mud Season posting
 - Town Garage heating service contract
- 6:35 p.m. **Highway Infrastructure & Equipment Committee – Kurt Johnson**
- FY25 VTRANS Structures Grant application (Pleasant Valley Road, Bridge 7)
 - Irish Settlement Road paving bid documents
- 6:50 p.m. **Consider Clean Water Grant application – Range Road**
- 7:00 p.m. **Continue discussion and review draft amendment to an Ordinance regarding street naming, numbering, and street addressing – Amanda Bosley, Underhill E911 Coordinator**
- 7:15 p.m. **2024 Underhill Land Contracts changes - Amanda Bosley, Assessor**
- 7:20 p.m. **April 8, 2024 Solar Eclipse discussion, discuss outside support options/Sherriff's Department & roads.**
- 7:45 p.m. **Closing Public Comment Period**
- 7:50 p.m. **Warrants & Minutes: Review/Approve warrants, review/approve the minutes from the January 18th & 25th, 2024 meetings and the February 8, 2024 regular meeting.**
- 7:55 p.m. **Member items, correspondence, announcements, schedule. The next Selectboard meeting is scheduled for February 26, 2024 which will be the 2024 Town Meeting Day Informational Hearing.**
- 8:00 p.m. **Executive Session: 1 V.S.A. Section 313(a)(3) The appointment or employment or evaluation of a public officer or employee.**
- 8:30 p.m. **Adjourn Selectboard meeting (tentative)**

Underhill Selectboard Meeting Feb 22, 2024
Feb 22, 2024, 6:00 PM
Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/212651517>
You can also dial in using your phone.
Access Code: 212-651-517
United States: +1 (571) 317-3122
Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>



LEGEND

- Flood Hazard Areas (Only FEMA-digitized)
- AE (1-percent annual chance floodplains with e)
 - A (1-percent annual chance floodplains without e)
 - AO (1-percent annual chance zone of shallow flood)
 - 0.2-percent annual chance flood hazard zone

Parcels (standardized)

- Roads
- Interstate
 - US Highway; 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)
 - Town Highway (Class 4)
 - State Forest Trail
 - National Forest Trail
 - Legal Trail
 - Private Road/Driveway
 - Proposed Roads

Town Boundary

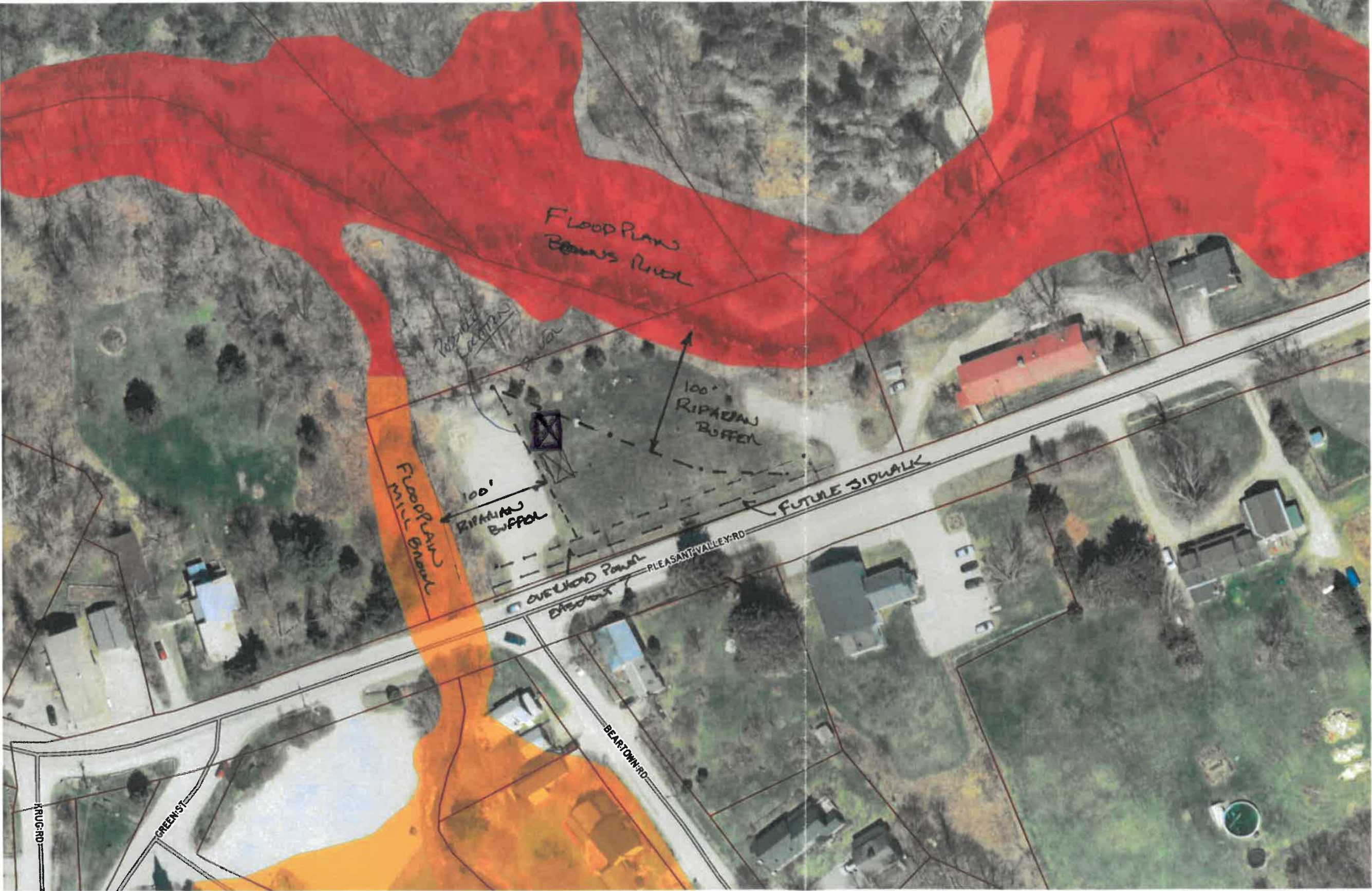
1: 977

1in = 81 ft
1cm = 10 meters



NOTES

Map created using ANR's Natural Resources Atlas



50.0 0 25.00 50.0 Meters

WGS 1984 Web Mercator Auxiliary Sphere
© Vermont Agency of Natural Resources October 16, 2023

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



16' x 24'

Canopy Single

24 Solar Panels: Room for two vehicles with enough power for the average home, year-round.



From: [Wendy Coleman](#)
To: [Brad Holden](#)
Cc: [Heather Cruickshank](#)
Subject: 2024 Contract
Date: Thursday, February 8, 2024 5:36:58 PM
Attachments: [2024 Contract - Town of Underhill.docx](#)
[2024 Exhibit A Town of Underhill.docx](#)

First and foremost, our crew here at ADA would like to wish both you and your company a Happy New Year!

Attached you will find your 2024 contract and pricing. We look forward to providing you traffic control services this year on your 2024 projects. Once you have reviewed our contract and pricing options, please circle/highlight which pricing you would prefer (i.e.; flat rate, hourly rate, inclusive rate, or what equipment you may need), sign your contract and price sheet (exhibit A) and return it to us at your earliest convenience. If you have any questions regarding our contract, please contact Heather Cruickshank at heather@adavt.com or 802-598-3906.

As always ADA is here to provide you with your traffic control needs, we value your business and continued support.

Stay safe and be well!

Heather Cruickshank
Business Manager
ADA Traffic Control, LTD
35 Clay Point Rd
Colchester, VT 05446
Cell: 802-598-3906

****Even with completion of a flagging contract, ADA does not guarantee flaggers for the job. Please call Kathi Perry at 802-891-6439 Option 1 for availability.**

Wendy Coleman
Recruiter
ADA Traffic Control, LTD
35 Clay Point Road
Colchester, VT 05446
P: (802) 891-6439 ext 1003
F: (802) 896-6216
E: wendy@adavt.com
W: www.adavt.com

A.D.A. TRAFFIC CONTROL LTD

35 Clay Point Road
Colchester, VT 05446
Phone: 888-800-4232 / Fax: 802-891-6216



Agreement between Owner and Contractor

AGREEMENT made as of the 1st day of July in the year 2023.

BETWEEN the Owner:

Town of Underhill
bholden@underhillvt.gov

and the Contractor:

A.D.A. TRAFFIC CONTROL LTD.
35 Clay Point Road
Colchester, VT 05446

for the following Project(s) and Project Site(s): All jobs

with a Commencement Date of 1-1-2024 and Expected Project Completion Date of 12-31-2024.

The Owner and Contractor agree as follows:

Article I. General Provisions

Section 1.01 Definitions.

- (a) "Traffic Control Services" consists of the services required by this Agreement as modified by any written Change Orders issued after execution of this Agreement pursuant to Article V below, including all necessary labor, supervision, equipment, and services selected and described in **Article A1.01 of Exhibit A**.
- (b) "Other Services" are non-Traffic Control Services added by written Change Order issued after execution of this Agreement pursuant to Article V below and through an agreement with terms substantially like those provided in Exhibit C to this Agreement.

Section 1.02 Owner hires Contractor to provide Traffic Control Services for the Project(s) listed above for the period between the Commencement Date and Expected Project Completion Date stated above.

Section 1.03 Owner shall provide Contractor advance written notice of the dates, number of personnel, and specific start time when Traffic Control Services or Other Services are required. Such notice shall be provided one (1) week in advance of the need for the services associated with a new assignment. For an increase of personnel on an existing assignment, such notice shall be provided two (2) days prior to the need for the increase. If the Owner fails to provide notice as required in this Section, Contractor will not be obligated to provide the Traffic Control Services or Other Services until the date and time Contractor acknowledges it has personnel available to fulfill the assignment.

Section 1.04 On or before 2:00 PM of the day preceding the date when Traffic Control Services or Other Services are needed, Owner shall confirm the number of personnel needed and the specific start time for the

following day by contacting Contractor's designated representative by telephone at (888) 800-4232. If Owner fails to provide confirmation as required in this Section, Contractor will not be obligated to provide Traffic Control Services or Other Services until the date and time Contractor acknowledges it has personnel available to fulfill the assignment.

Section 1.05 Owner may cancel any assignment of Traffic Control Services or Other Services at no cost to the Owner if Owner notifies Contractor's designated representative one day prior to the confirmed assignment start time. Any assignment cancelled for any reason less than one day prior to the confirmed assignment start time for such services, or after Contractor's personnel have already arrived at the Project Site, Owner shall compensate Contractor for four (4) hours of time for each of Contractor's personnel previously confirmed for the assignment.

Section 1.06 Owner shall provide each of Contractor's personnel including those performing flagging services with a minimum of one (1) 15-minute break for each four-hour period, plus one (1) 30-minute break approximately half-way through each work assignment. If the Owner fails to provide such breaks, the Owner shall be responsible for the Contractor's fees to provide extra personnel to cover for those needing the required breaks at the rates specified in **Article III** of this Agreement.

Section 1.07 Contractor designates the following individual as its representative who is authorized to act on the Contractor's behalf with respect to the Project(s):

____ **Patrick J. Murphy** _____ [Name]
____ **35 Clay Point Rd** _____ [Address]
____ **Colchester, VT 05446** _____
____ **802-891-6439** _____ [Phone]
____ **patrick@adavt.com** _____ [Email]

Section 1.08 Owner identifies the following representative who shall have express authority to bind the Owner for all matters requiring the Owner's approval or authorization for the Project(s):

____ [Name]
____ [Address]

____ [Phone]
____ [Email]

Section 1.09 Owner's representative designated in **Section 1.08** shall be available at the Project Sites for each day Contractor is providing Traffic Control Services or Other Services to review and approve Contractor's daily time sheets. At the end of each workday, this individual shall review and sign all approved daily time sheets submitted by the Contractor. The signature by Owner's representative constitutes Owner's acceptance of the daily time sheets as accurately representing the number of hours worked and equipment provided by Contractor for payment of Traffic Control Services or Other Services.

Section 1.10 Owner shall be solely responsible for providing, maintaining, and moving proper lighting for Contractor's performance of Traffic Control Services or Other Services other than emergency lighting selected and described in Article A1.01 of **Exhibit A**. Owner shall have all lighting properly placed and functioning prior to Contractor's personnel entering the Project Sites to perform Traffic Control Services or Other Services. Owner shall provide Contractor an opportunity to inspect all Project Sites requiring lighting prior to the performance of Traffic Control Services or Other Services.

Section 1.11 Owner shall not take into possession or use in any form or manner whatsoever Contractor's equipment without first obtaining written permission from Contractor. The Owner may rent or lease Contractor's equipment through a separate rental agreement with terms substantially like those provided in **Exhibit B** to this Agreement.

Section 1.12 Unless otherwise agreed in writing, the Owner shall not give instructions or orders directly to the Contractor's employees. Contractor shall supervise and direct Contractor's Traffic Control Services.

Article II. Safety and Hazardous Substances

Section 2.01 Owner shall be solely responsible for providing all reasonable safety precautions to prevent personal injury or property damage arising from work performed on the Project, including but not limited to all safety precautions and programs for Owner and its contractors required by law.

Section 2.02 Unless otherwise selected and described in **Article A1.01** of **Exhibit A** as Traffic Control Services provided by Contractor, Owner is solely responsible for providing, maintaining, and moving all traffic

control sign packages, cones, and emergency lights. For all traffic control sign packages, cones, and emergency lights that are the responsibility of Owner, Owner shall ensure such items are properly placed and functioning prior to Contractor's personnel entering the Project Sites to perform Traffic Control Services or Other Services. Contractor's personnel will not erect or take down traffic control sign packages, cones, or emergency lights, that are the sole responsibility of the Owner.

Section 2.03 Owner shall not locate, or direct Contractor to locate, traffic control sign packages, cones, lights, or flaggers in a manner that would create a hazard to the workers at the Project Site, the public, or property. Owner agrees Contractor has final approval of the location of traffic control sign packages, cones, lights, or flaggers. Contractor in its sole discretion may suspend the provision of Traffic Control Services or Other Services if Owner locates or instructs Contractor to locate traffic control sign packages, cones, lights, or flaggers in a manner that would create a hazard to the workers at the Project Site, the public, or property.

Section 2.04 Owner shall provide all safeguards and take any other needed actions to protect the life and health of workers at the Project Sites and safety of the public. The Owner shall be responsible for taking all required measures for the protection of the public, including but not limited to the installation and maintenance of signs, signals, lights, fences, guardrails, ramps, sidewalks, barricades, overhead protection, and other safety measures as needed, except Contractor shall be responsible for the measures selected and described in Article A1.01 of **Exhibit A**.

Section 2.05 Owner shall comply with all laws regarding the creation, transportation, use, storage and disposal of hazardous and toxic substances, materials, and wastes ("Hazardous Substances"). The Contractor shall not be responsible or liable for Hazardous Substances on the Project site not introduced to the site by Contractor or its subcontractors or vendors. The Contractor shall not be required by Change Order to perform any work involving the generation, storage, disposal, transportation, or remediation of Hazardous substances.

Section 2.06 Owner shall provide a designated Safety Officer whose duty shall be the prevention of accidents and who will be responsible for issuing directions concerning safety to all persons associated with the Project(s). This individual shall notify workers at the Project Sites of any hazards or violations of any applicable federal and state occupational health and safety acts and associated rules and regulations.

Section 2.07 Owner shall not permit any person at the Project Site to work under conditions which are unsanitary, hazardous or dangerous to his/her health or safety as determined under the construction safety and health standards promulgated by the United States Secretary of Labor, in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et. seq.).

Section 2.08 Owner shall maintain an effective accident prevention, safety, and health program for every Project and comply with all applicable federal and state occupational health and safety acts and associated rules and regulations. Such program shall include maintaining at each Project Site copies of all applicable federal and state occupational health and safety acts and associated rules and regulations.

Section 2.09 Owner shall track and record all accidents, injuries, or near miss accidents or injuries and review them with all workers at the Project Site and take corrective actions to prevent future incidents. Owner's Safety Officer shall investigate all accidents immediately to determine the cause of the accident and implement corrective action to prevent any further injuries. Near miss accidents or injuries shall be investigated as if there were an accident or injury.

Section 2.10 Owner shall report all accidents, injuries, or near miss accidents or injuries immediately by contacting Contractor's designated representative at 888-800-4232, no matter how trivial they appear. Owner shall provide Contractor written notice of all accidents, injuries, or near miss accidents or injuries within twenty-four (24) hours of any incident involving Contractor's personnel at the Project Sites. Such notice shall include copies of all accident or injury reports.

Article III. Compensation

Section 3.01 Owner shall compensate Contractor for hourly labor and cost of equipment required for the performance of Traffic Control Services or Other Services according to the rates and terms set forth in **Exhibit A**.

Section 3.02 Owner's payments for Traffic Control Services or Other Services performed by Contractor are due and payable within thirty (30) days from the date of Contractor's invoice. Owner shall notify Contractor of any errors, omissions, defects, or improprieties with Contractor's invoice. Such notice shall be provided immediately upon discovery by Owner and in no case later than ten (10) working days from Owner's receipt of the invoice. Contractor's invoice shall become binding if Owner fails to provide notice according to this section.

Section 3.03 Owner shall not withhold retainage from any amounts invoiced by Contractor.

Section 3.04 All payments shall include Contractor's invoice number and reference the Project(s) identified in this Agreement and be mailed to Contractor at P.O. Box 950, Colchester, VT 05446.

Section 3.05 Amounts unpaid thirty-one (31) calendar days after the invoice date shall bear interest at the rate of one percent (1%) per month interest plus a fee of \$100.00 per month for as long as it remains unpaid.

Section 3.06 Owner's receipt of payment from third parties is not a condition precedent for Owner's payment to Contractor.

Section 3.07 Contractor in its sole discretion may suspend performance of Traffic Control Services or Other Services if payment is not made according to this Article.

Section 3.08 Owner will not back charge Contractor for any reason whatsoever, regardless of the circumstances.

Section 3.09 Owner shall compensate Contractor at double the hourly rates specified in **Exhibit A** for all hours worked in a twenty-four (24) hour period on the following federally recognized holidays: Columbus Day, President's Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, Christmas Day, Independence Day, New Year's Day, and Memorial Day.

Section 3.10 For any Projects requiring prevailing wage rates as described in **Article IV** below, Owner shall compensate Contractor at the rates specified in **Exhibit A** as adjusted according to **Article IV** of this Agreement.

Article IV. Federal Funded Projects

Section 4.01 Owner certifies that prior to execution of this Agreement it has notified Contractor of all portions of the Project(s) that will receive federal or American Recovery and Reinvestment Act funds or otherwise be subject to prevailing wages required by law. Such notice shall include all applicable prevailing wage rates and specify any requirement for Contractor to provide certified payroll and monthly utilization reports. The notice shall also specify whether the prevailing wage falls under highway, heavy, or building classification.

Section 4.02 Owner certifies that prior to execution of this Agreement it has executed and provided Contractor with all forms required by law for approval by third parties of this Agreement and receipt of federal or American Recovery and Reinvestment Act funds.

Section 4.03 Owner shall be responsible for all costs incurred by Contractor for any failure by Owner to comply with the requirements set forth in **Sections 4.01** and **4.02** above, or for any change to a Project that will receive federal or American Recovery and Reinvestment Act funds or otherwise be subject to prevailing wages required by law, including but not limited to costs for Contractor to pay increased prevailing wages and to submit corrected certified payroll and monthly utilization reports.

Section 4.04 Contractor's rates specified in **Exhibit A** shall be adjusted to match any applicable prevailing wage rates required by law.

Article V. Change Orders

Section 5.01 Changes in the Traffic Control Services may be made after execution of this Agreement, including for the provision of rental equipment or services unrelated to Traffic Control Services, without invalidating this Agreement, by written order (a "Change Order") based upon agreement between Owner and Contractor.

Section 5.02 A Change Order is a written instrument signed by the Owner and Contractor stating their agreement upon all of the following: (1) The change in the Traffic Control Services or the rental equipment and other services provided by Contractor; (2) the rationale for the change; (3) the effect the change will have on the Project; (4) the amount of adjustment to Contractor's compensation, or addition of costs including costs to investigate the need for the change; and (5) the extent of adjustment to the time and scheduling for performance of Traffic Control Services.

Section 5.03 Contractor shall not be required to provide additional Traffic Control Services, rental equipment, or other services until the Owner and Contractor execute the Change Order adding such equipment or services.

Article VI. Indemnification and Insurance

Section 6.01 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor; Contractor's officers, directors, and employees; and Contractor's agents, from and against claims, losses, damages and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work on the Project(s), provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, its other contractors, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification shall not be limited by any limitation on the amount or type of damages or benefits payable by or for the Owner, Contractor, or a subcontractor under workers' compensation acts, disability benefit acts or similar laws.

Section 6.02 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner; Owner's officers, directors, and employees; and Owner's agents, from and against claims, losses, damages and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of Traffic Control Services on the Project(s), provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification shall not be limited by any limitation on the amount or type of damages or benefits payable by or for the Contractor, or a subcontractor under workers' compensation acts, disability benefit acts or similar laws.

Section 6.03 Contractor and its subcontractors waive all rights of subrogation against the Owner, its officers, directors, and employees, for claims paid by their insurers. Owner and its other contractors and their subcontractors waive all rights of subrogation against Contractor, its officers, directors, and employees, for claims paid by their insurers.

Section 6.04 From the Commencement Date until the Expected Completion Date, Contractor shall maintain Commercial General Liability Insurance and workers compensation and employers' liability insurance with coverage limits of at least the amounts listed in this Article.

Section 6.05 Contractor's Commercial General Liability insurance shall be written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, five million dollars (\$5,000,000) excess umbrella, and one million dollars (\$ 1,000,000) aggregate for products-completed operations hazard.

Section 6.06 Contractor's Automobile Liability insurance shall cover owned and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

Section 6.07 To the fullest extent permitted by law, Contractor's Commercial General Liability insurance shall name Owner as additional insured for claims cause in whole or in part by Contractor's negligent acts or omissions during Contractor's performance of Traffic Control Services. The additional insured coverage shall be primary and non-contributory to any of Owner's general liability insurance policies and shall apply only to ongoing operations.

Section 6.08 Upon Owner's request, Contractor shall provide a certificate evidencing coverage as specified in this Article.

Section 6.09 Prior to the Commencement Date, Owner shall secure general liability insurance for ongoing operations on or about the Project Site(s) and provide Contractor a certificate evidencing such coverage.

Article VII. Termination of contract

Section 7.01 Contractor may terminate this Agreement upon five (5) business days written notice to the Owner if the Owner fails to make payment within ten (10) working days after the date when due or substantially breaches any other obligation of this Agreement, and, in that event, the Owner shall pay the Contractor for all Traffic Control Services or Other Services provided, less amounts previously paid by the Owner under this Agreement.

Section 7.02 Upon five (5) business days written notice to Contractor, the Owner may terminate the employment of the Contractor for the Owner's convenience and without cause. The Owner shall pay Contractor for Traffic Control Services and Other Services performed and Contractor's costs attributable to the termination.

Article VIII. Non-solicitation

Section 8.01 During the term of this Agreement and for a period of twelve (12) months immediately following the completion or termination of this agreement for any reason, whether with or without cause, the Owner shall neither directly nor indirectly solicit, induce, recruit, or encourage any of Contractor's employees to leave their employment with Contractor. This shall in no way be construed to restrict or limit the employment by law or rights of any employees at will.

Section 8.02 Owner understands, accepts, and expects that Contractor incurs considerable expense in the recruitment, training, and retention of high-quality employees and the services provided by Contractor's employees are special and unique. Should Owner choose to hire an employee of Contractor, it shall pay Contractor \$3,000 as a "finder fee" to reimburse Contractor for these expenses incurred. Should litigation be required to recover this fee, the Owner shall also be responsible for the payment of Contractor's attorney's fees and expenses.

Article IX. Miscellaneous Provisions

Section 9.01 Owner and Contractor agree that in the performance of their respective responsibilities under this Agreement they will not discriminate based on race, color, national origin, or sex and will not discharge or refuse to employ any individual or otherwise discriminate against any individual based on the individual's race, color, religion, sex or national origin.

Section 9.02 Written notice shall be deemed to have been duly served if delivered in person to an officer of the entity for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if delivered by fax, provided that a copy of the notice is promptly sent by registered or certified mail. Written notice shall also be deemed to have been duly served if and when actually received by an officer of Contractor or designated representative named in **Section 1.07** or the Owner's Representative named in **Section 1.08**, regardless of the manner of delivery. Notice given solely by email shall be deemed "actually received" only if receipt by the Contractor's representative named in **Section 1.07** or the Owner's Representative named in **Section 1.08** as appropriate is shown by clear and convincing evidence, such as acknowledgment of receipt of the email notice, written response to the email notice or inclusion of the email notice in a written communication from the party receiving the notice. Email may constitute a writing for purposes of this Section.

Section 9.03 This Agreement shall be governed and interpreted in accordance with the laws of the State in which the Project is located.

Section 9.04 This Agreement is comprised of the following documents listed below:

- (a) Agreement between Owner and Contractor
- (b) **Exhibit A**, Scope and Fee Schedule
- (c) **Exhibit B**, Sample Rental Agreement
- (d) **Exhibit C**, Sample Change Order and Other Work Agreement

Section 9.05 **Dispute Resolution.**

- (a) **Negotiation.** In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach thereof, the parties agree to use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, upon written demand by either party the parties agree to convene a meeting of senior management with decision-making authority within 14 days after such demand (or such other time as may be mutually agreed) and to consult and negotiate with each other in good faith and recognizing their mutual interests, in an attempt to reach a just and equitable solution satisfactory to both parties. Nothing in this Agreement shall restrict the parties from settling a dispute by negotiation at any time during the dispute resolution process.
- (b) **Mediation.** If the dispute cannot be settled through negotiation, the parties agree the dispute shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall endeavor to resolve disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. Prior to engaging the American Arbitration Association to administer the mediation, the parties shall attempt to appoint jointly a mutually acceptable mediator who shall administer the mediation. If the parties are unable to agree to a mediator within fourteen (14) days, either party may initiate mediation through the American Arbitration Association. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and if the parties are unable to agree on a mediator, filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless otherwise agreed by the parties. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county in which the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as

settlement agreements in any court having jurisdiction unless such agreements provide a different mechanism for resolution of disputes thereunder. The parties consent to the inclusion in any mediation (by consolidation, joinder, or any other manner) of third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

- (c) Arbitration. Thereafter any such dispute that remains unresolved shall be settled by arbitration. Prior to engaging the American Arbitration Association to administer the arbitration, the parties shall attempt to appoint jointly a mutually acceptable arbitrator. If the parties are unable to agree to an arbitrator within fourteen (14) days, either party may initiate arbitration through the American Arbitration Association which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. In either event the arbitration shall be conducted in accordance with the American Arbitration Association Construction Industry Arbitration Rules in effect on the date of the Agreement. The demand for arbitration shall be filed in writing with the other party and with the person or entity administering the arbitration. Any arbitration may include, by consolidation or joinder, the Owner, its contractors or consultants, and any subcontractors or suppliers of the Contractor if such other person is substantially involved in a common question of fact or law. The arbitrator(s) shall provide a reasoned explanation of the award. The parties hereto agree that the prevailing party in any arbitration or litigation, or other proceeding brought to enforce the provisions of this Agreement (other than mediation) shall be entitled, to the extent permitted by law, to recover from the other all reasonable costs, fees (including reasonable attorney's fees and expert's fees), and other reasonable expenses incurred by the prevailing party. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. All hearings shall be conducted in the county in which the Project is located unless the parties otherwise agree.

ARBITRATION NOTICE

EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION. AFTER SIGNING THIS AGREEMENT, EACH PARTY UNDERSTANDS THAT IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

Initials: Owner: _____ Contractor: _____HJC_____

- (d) This **Section 9.05** shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be effective as of the day, month and year first written above.

Town of Underhill

A.D.A. TRAFFIC CONTROL LTD

By: _____
Name:
Title:
Phone:
Email:

By: Heather J. Cruickshank
Name: Heather J. Cruickshank
Title: Director / Business Manager
Phone: 802-598-3906
Email: Heather@adavt.com

A.D.A. TRAFFIC CONTROL LTD

35 Clay Point Road
Colchester, VT 05446
Phone: 888-800-4232 / Fax: 802-891-6216



Exhibit A, Scope and Fee Schedule

This Scope and Fee Schedule Exhibit is part of the **AGREEMENT** made as of the 1st day of January in the year 2024.

BETWEEN the Contractor:

Town of Underhill
bholden@underhillvt.gov

and the Subcontractor:

A.D.A. TRAFFIC CONTROL LTD.
35 Clay Point Road
PO BOX 950
Colchester, VT 05446

for the following Project(s) and Project Site(s): All Jobs

Article A.I. Scope

Section A1.01 Subcontractor shall provide "Traffic Control Services" selected and described below.

(Select the types of services the Subcontractor is required to provide by placing an "X" in the box(es) next to the description(s) of selected services.)

- (a) ☒ Traffic control flagging personnel certified by **ADA Traffic Control** following specific state regulations.
- (b) ☒ Roadway superintendents for supervision of Subcontractor's traffic control flaggers.
- (c) ☒ ANSI 107 Class III traffic safety vests and pants, hard hats, safety boots, and two-way radios for Subcontractor's personnel at the Project Sites.
- (d) ☒ Handheld traffic paddles meeting the U.S. Federal Highway Administration 2009 Manual on Uniform Traffic Control Devices for Streets and Highways.
- (e) ☒ Providing, maintaining, and moving all traffic control sign packages.
- (f) ☒ Providing, maintaining, and moving all traffic control cones.
- (g) ☐ Providing, maintaining, and moving all traffic control emergency lights.

Article A.II. Fee Schedule

Section A2.01 Subcontractor's rates and terms: CIRCLE OPTION 1, 2 or 3

FLAGGER / LABOROR	REGULAR	OVERTIME	NOTES	NIGHT WORK (6PM – 6AM)
1. SINGLE FLAGGER	\$38.00	\$57.00		ADD \$5.00 HR.
2. ALL INCLUSIVE SINGLE FLAGGER	\$50.00	\$75.00	INCLUDES SIGNS, MILEAGE, & DAILY PLAN	ADD \$5.00 HR.
3. MONTHLY RATE	\$15,000.00		INCLUDES 2 FLAGGERS, SIGNS, MILEAGE & DAILY PLAN FOR ENTIRE MONTH (SUNDAYS AND HOLIDAYS EXCLUDED)	ADD \$5.00 HR.
EMERGENCY CALL 24/7	\$65.00	N/A		ADD \$5.00 HR.
Item description	Day	Week	Month	One time fee
Sign Package (8 temporary Signs)	\$185.00 day			Includes set up, tear down, and daily traffic plan
Mileage (over 50 miles)	\$45.00			
Interstate Lane Closure	\$3,850.00 1st day/ \$2,850.00 2nd Plus Blue lights/UTO			\$1,250 cancelation fee if less than 24-hour notice.
Specialty Highway Lane Closure	\$2,350.00 Day Plus Blue lights/UTO			\$750.00 cancelation fee if less than 24-hour notice.
Interstate Shoulder Closure	\$2,350.00 Day Plus Blue lights/UTO			\$750.00 cancelation fee if less than 24-hour notice.
Rolling Road Block	\$4,500.00 Day Plus Blue lights/UTO			\$1,500 cancelation fee if less than 24-hour notice.
Message & Arrow Boards	\$175.00	\$400.00	\$775.00	Delivery/Pick Up fee \$100+ Ea.
Light Towers	\$150.00	\$300.00	\$750.00	Delivery/Pick Up fee \$100+ Ea.
Rack Truck Rental	\$225.00 / .25 mile	\$900.00 / .25 Mile	\$2700.00 / .25 Mile	Delivery/Pick Up fee \$200+ Ea.
Traffic Plan	Starting at \$1,000.00 – Call for Quote (PE Stamp available)			
Blue Lights/UTO	\$160.00 Hour			4 hours of billing for cancelation within 24-hour

** All overtime rates are after 8 hours of daily work. ** All rates are subject to a 3% increase yearly. **Night work is from 6:00PM to 6:00AM

A.D.A. TRAFFIC CONTROL LTD

By: _____
 Name: _____
 Title: _____
 Phone: _____
 Email: _____

By: Heather J. Cruickshank
 Name: Heather J. Cruickshank
 Title: Business Manager
 Phone: 802-598-3906
 Email: Heather@adavt.com

From: [Russell Clark](#)
To: [Brad Holden](#)
Subject: Plow Blades
Date: Tuesday, February 20, 2024 11:53:00 AM
Attachments: [pastedImage.png](#)
[pastedImage.png](#)
[OutlookEmoji-1696431940010f7a4b211-e565-4042-8f61-3d30e1c3d65f.png](#)

Brad,

We would like to order 33' of this special blade to add to our mud plows for soft road plowing. Plowing soft roads is very difficult and can also become very expensive real quick. We can purchase these from two sources.

Allegiance Trucks @ \$105.00 per ft

Eastern Wear Parts in MA @ \$89.00 per ft.

We would utilize money from our Dump Truck Maintenance Line in the budget.



THE EDGE™

BY NORDIC PLOW™

PATENTED CURVED CUTTING EDGE

THROUGH HARDENED STEEL





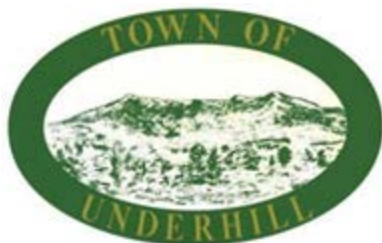
Russ Clark

Highway Supervisor

Town of Underhill

802-899-9959

rclark@Underhillvt.gov



Eastern Wear Parts
3 Azalea Drive
Plainville, MA 02762
(508) 269-7611
matt@easternwearparts.com



Estimate

ADDRESS

Underhill, VT Highway Dept
77 New Road
Underhill, VT 05489

SHIP TO

Underhill, VT Highway Dept
77 New Road
Underhill, VT 05489

ESTIMATE # 1773

DATE 02/20/2024

SHIP VIA
ROSS

PART #	DESCRIPTION	QTY	PRICE/EA	EXTENTION
CE34X36	CURVED EDGE; 3/4"X36" SHP HARDENED STEEL	3	267.00	801.00T
CE34X48	CURVED EDGE; 3/4"X48" SHP HARDENED STEEL	6	356.00	2,136.00T

Quote for (3) 11'Curve blade set-ups	SUBTOTAL	2,937.00
* In stock	TAX	0.00
** Free shipping	TOTAL	\$2,937.00

Accepted By

Accepted Date

Thank you for opportunity!
- Eastern Wear Parts

TOWN OF UNDERHILL
PO Box 120
Underhill, VT 05489
802-899-4434 Ext. 7 bholden@underhillvt.gov
802-899-9959 (Town Garage) rclark@underhillvt.gov
List of Posted Highways for Mud Season 2024

The Legislature has authorized the Selectboard and District Transportation Administrations to post seasonal restrictions on certain town roads and state highways during periods that make the highway systems especially susceptible to damage (ex: winter thaws, rainy periods, or when the frost is coming out). During this time, no load in excess of the posting is permitted, no new permits can be issued, and blanket permits are suspended.

Below is a list of all Town Highways in the Town of Underhill that have been posted effective February __, 2024. If there are Town Highways, not listed below, that are accessed from a road listed below, that road shall also be considered posted. The Expected end date is May 15, 2024, subject to change as conditions permit.

TH 1	Park Street, River Road, Pleasant Valley
TH 2	Mountain Road
TH 3	Pokerhill Road
TH 4	Sand Hill Road
TH 5	Bill Cook Road
TH 9	North Underhill Station
TH 15	Dean Road
TH 17	Corbett Road
TH 18	Daudelin Road
TH 19	Gert's Knob Road
TH 21	Repa Road
TH 22	Kelley Road
TH 24	Lower & Upper English Settlement Road
TH 27	Harvey Road
TH 30	Cilley Hill Road
TH 35	Irish Settlement Road
TH 37	Stevensville Road
TH 40	Beartown Road
TH 42	Krug Road
TH 43	Paul Cook Road
TH 44	Range Road
TH 48	Green Street
TH 52	Meadow Lane
TH 54	Maple Ridge
TH 62	Mt. Vista Road

From: [Russell Clark](#)
To: [Brad Holden](#)
Subject: Fw: Underhill Garage / Post Office & Town Office
Date: Thursday, February 8, 2024 12:32:55 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Underhill Post Office PM Proposal.pdf](#)
[Underhill Town Office PM Proposal.pdf](#)
[Signed Proposal.pdf](#)
[OutlookEmoji-16964319400101f4de5e7-6a3f-47fb-9679-61dd1b51da86.png](#)

Attached are the 2015 contract from Alliance Mechanical. As you will see on the email back to them I said we would discuss with the selectboard to see what their wishes are moving forward.

Thanks Brad

Russ Clark
Highway Supervisor
Town of Underhill
802-899-9959
rclark@Underhillvt.gov



From: Travis LaForce <travisl@agusa.com>
Sent: Thursday, February 8, 2024 8:10 AM
To: Russell Clark
Subject: RE: Underhill Garage / Post Office & Town Office

Hi Russ,

I have attached the agreements we currently have in place for the town. IF you have any questions, please feel free to let me know.

As for the contact you're looking for, please reach out to the Service Dispatcher at 802-857-5000, or Service@agusa.com.

Best,

Travis LaForce

PM Account Representative



ship: 6 David Drive | Essex Jct., VT 05452

mail: PO Box 666 | Essex Jct., VT 05453

direct: 802-662-5498 | cell: 802-829-6062 | main : 888-842-HVAC

travisl@agusa.com | www.agusa.com

Service Email service@agusa.com



From: Russell Clark <rclark@underhillvt.gov>

Sent: Thursday, February 8, 2024 6:58 AM

To: Travis LaForce <travisl@agusa.com>

Subject: Re: Underhill Garage / Post Office & Town Office

Good Morning Travis,

Thank you for your email. Shane advised me that we have a "Contract" with you folks for servicing our heaters. I am new in this position and I was looking to get a copy of the contract that the town entered with you. Please forward me a copy at your convenience and we can make a plan moving forward.

Thanks again and we look forward to hearing back from you.

Russ Clark

Highway Supervisor

Town of Underhill

802-899-9959

rclark@Underhillvt.gov



From: Travis LaForce <travisl@agusa.com>
Sent: Wednesday, February 7, 2024 11:02 AM
To: Russell Clark
Subject: Underhill Garage / Post Office & Town Office

Hi Russ,

I just spoke with Shane our Service Manager, he told me you spoke recently, and you needed some information from me regarding the current PMs, what information can I get to you in order to assist?

Best,

Travis LaForce
PM Account Representative



ship: 6 David Drive | Essex Jct., VT 05452
mail: PO Box 666 | Essex Jct., VT 05453
direct: 802-662-5498 | cell: 802-829-6062 | main : 888-842-HVAC
travisl@agusa.com | www.agusa.com
Service Email service@agusa.com



Disclaimer

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PROACTIVE MAINTENANCE AGREEMENT

This proactive maintenance agreement is prepared for:

**Town of Underhill
Underhill Garage
75 New Road
Underhill, Vermont 05489**

Service to be provided at: **75 New Road, Underhill, Vermont**

Alliance Mechanical would like to thank you for the opportunity to provide your facility with this proactive maintenance agreement. Proactive Maintenance has been proven to repay itself with increased system efficiency and correcting potential problems before larger failures occur.

At Alliance Mechanical we are dedicated to working with your facility to design and implement a proactive maintenance plan that meets all of your needs; from financial costs to minimizing down time to getting the maximum life expectancy from every piece of equipment that is regularly maintained by our trained, professional technicians.


This Proactive Maintenance Agreement will be in effect for one year from date of Agreement. It will automatically renew each year. Either party can terminate this agreement with 30 days written notice at any time. This Agreement entitles the customer to 24 hour priority emergency service, a reduced labor rate, and discounted materials as a Proactive Maintenance customer.

Labor Rate: \$85.00/hour

After Hours/Overtime: \$127.50/hour

Discounts: 10% parts and materials

This Agreement is for One Thousand Six Hundred Seventy Dollars and No Cents \$1,670.00
Payments are to be made two (2) times per year, Spring service \$590 and fall service \$1080.

	
Company: Alliance Mechanical	Company: Town of Underhill
Authorized Representative: Tim Campbell – PM Sales Representative	Authorized Representative: Brian Bigelow- Town Administrator
Date: 3/31/2015	Date: <u>13 May 2015</u>

Please sign and return this page to Alliance Mechanical either via fax at 802-857-5019 or email at tcampbell@amivt.com.



Proactive Maintenance Agreement Benefits

Proactive Maintenance Service

Proactive Maintenance Service is a must for obtaining the maximum life cycle of mechanical equipment.

Most problems can be identified and repaired before they require costly emergency or overtime repairs and ruin vital components.

Even equipment under warranty benefits from a Proactive Maintenance Plan because filter changes, lubrications, cleanings and adjustments are still necessary to keep your system operating at its designed level of efficiency, prolonging its life, and reducing your energy costs.

Proactive Maintenance Scheduling and Reporting

Alliance Mechanical takes the worry out of remembering to schedule Proactive Maintenance by scheduling it for you.

Alliance Mechanical provides the customer with a detailed service report at the completion of each service.

Customized Flexible Maintenance Plans

Alliance Mechanical works with customers to design and implement a Proactive Maintenance plan that will meet budgetary and frequency requirements.

Our trained staff of professionals will review your plan on a yearly basis to insure the plan always fits your needs.

Priority Emergency Service

Alliance Mechanical's team of professionally trained technicians is on call 24 Hours a day, seven days a week. Proactive Maintenance customers benefit from "Priority Service" which assures your call will be dispatched ahead of all non Proactive Maintenance customers.

Preferred Customer Rates

Alliance Mechanical offers a 10% discount off standard labor rates, parts and replacement equipment for all Proactive Maintenance Customers.

Covered Equipment List

<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Energy Recovery Unit (1)	RenewAire	HE2XINH	NOT AVAILABLE
Duct Heater (1)	Reznor	EEDU-75	NOT AVAILABLE
Exist. Unit Heaters (2)	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE

Lift rental two times per year is included in this proposal. For equipment service frequency refer to the equipment schedule page four.

Equipment Schedule

<u>Winter</u>			<u>Spring</u>			<u>Summer</u>			<u>Fall</u>		
December	January	February	March	April	May	June	July	August	September	October	November
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Equipment Type</u>	<u>Winter</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>
Energy Recovery Unit		X		X
Duct Heater				X
Unit Heaters				X

<u>Included</u>	<u>Services</u>	<u>Excluded</u>
X	Standard size and capacity, pleated filters	
X	Fall service includes combustion analysis on gas fired equipment	
	Change thermostat batteries one time per year	X
	Oil nozzles, filters and strainers if applicable	X
X	Thorough inspection using PM checklist (sample available upon request)	
	Evaporator coil cleanings	X
	High pressure condenser coil cleanings	X
	Replacement parts and labor	X
	Overtime, weekends and holidays	X
	Emergency Service calls	X

Terms and Conditions

Payment terms: Terms are net thirty (30) days from the invoice date. In the event said charges are not so paid when due, Customer agrees to pay a service charge of 1 1/2% per month, (18% annual percentage rate), which will be charged on the average daily balance on any account past due over thirty (30) days.

The decision as to whether to repair or replace a defective part rests exclusively with the Customer. Material and labor costs to alter existing equipment or piping to be adapted for replacement parts in the above circumstances will be borne by the Customer.

This Agreement does not cover damages and repairs necessitated by Customer abuse, fire, freezing, water, lightning or other abnormal conditions, nor does it cover required work resulting from faulty system design or installation or damage as a result of non-operation or malfunction of equipment. Alliance Mechanical will not be responsible for direct or consequential damages, illness or injury cause by delays, failures to service, unavailability of parts, labor difficulties and other conditions beyond the control of Alliance Mechanical.

Customer agrees to notify Alliance Mechanical promptly of any unusual operating conditions of the subject equipment. Customer further agrees to notify Alliance Mechanical of any suspected malfunction or defect in the equipment and to report same promptly to Alliance Mechanical at its office. The Customer understands that Alliance Mechanical has a 24-hour, 7 day-a-week answering service.

Any changes, adjustments or repairs made by anyone other than Alliance Mechanical, including the Customer, unless authorized or approved by Alliance Mechanical, shall terminate any and all warranties that may exist.

Alliance Mechanical shall be released from liability for any injury, loss or damages whatsoever which are occasioned, in whole or in part, by defective design; faulty, incomplete or erroneous plans or specifications; defective materials or parts, and/or defective operation or malfunction of any equipment. Alliance Mechanical shall be released from liability for any instructions, directions, operating guidelines or warranties contained in any book, booklet, guide, manual or warranty from any manufacturer or dealer.

Alliance Mechanical warrants that upon completion of each call under this Agreement, the equipment shall be left in proper operating condition consistent with its age if at all possible. Recommendations for repairs to achieve proper operation will be submitted to the Customer.

This Agreement does not insure equipment in any way nor does it imply any guarantee of performance of the equipment between maintenance service calls.



PROACTIVE MAINTENANCE AGREEMENT

This proactive maintenance agreement is prepared for:

**Town of Underhill
Post Office
2 Harvest Run
Underhill, Vermont 05489**

Service to be provided at: **2 Harvest Run, Underhill Vt.**


Alliance Mechanical would like to thank you for the opportunity to provide your facility with this proactive maintenance agreement. Proactive Maintenance has been proven to repay itself with increased system efficiency and correcting potential problems before larger failures occur.

At Alliance Mechanical we are dedicated to working with your facility to design and implement a proactive maintenance plan that meets all of your needs; from financial costs to minimizing down time to getting the maximum life expectancy from every piece of equipment that is regularly maintained by our trained, professional technicians.

This Proactive Maintenance Agreement will be in effect for one year from date of Agreement. It will automatically renew each year. Either party can terminate this agreement with 30 days written notice at any time. This Agreement entitles the customer to 24 hour priority emergency service, a reduced labor rate, and discounted materials as a Proactive Maintenance customer.

Labor Rate: \$99.00/hour
After Hours/Overtime: \$148.50/hour
Discounts: 10% parts and materials

This Agreement is for **Three Hundred Seventy Dollars and No Cents \$370.00**
Payments are to be made two (2) times per year, in the amount of **\$185.00** per payment.

	
Company: Alliance Mechanical	Company: Town of Underhill
Authorized Representative: Tim Campbell – PM Sales Representative	Authorized Representative: Brian Bigelow- Town Administrator
Date: 5/8/2019	Date:

Please sign and return this page to Alliance Mechanical either via fax at 802-857-5019 or email at tcampbell@agusa.com.



Proactive Maintenance Agreement Benefits

Proactive Maintenance Service

Proactive Maintenance Service is a must for obtaining the maximum life cycle of mechanical equipment.

Most problems can be identified and repaired before they require costly emergency or overtime repairs and ruin vital components.

Even equipment under warranty benefits from a Proactive Maintenance Plan because filter changes, lubrications, cleanings and adjustments are still necessary to keep your system operating at its designed level of efficiency, prolonging its life, and reducing your energy costs.

Proactive Maintenance Scheduling and Reporting

Alliance Mechanical takes the worry out of remembering to schedule Proactive Maintenance by scheduling it for you.

Alliance Mechanical provides the customer with a detailed service report at the completion of each service.

Customized Flexible Maintenance Plans

Alliance Mechanical works with customers to design and implement a Proactive Maintenance plan that will meet budgetary and frequency requirements.

Our trained staff of professionals will review your plan on a yearly basis to insure the plan always fits your needs.

Priority Emergency Service

Alliance Mechanical's team of professionally trained technicians is on call 24 Hours a day, seven days a week. Proactive Maintenance customers benefit from "Priority Service" which assures your call will be dispatched ahead of all non Proactive Maintenance customers.

Preferred Customer Rates

Alliance Mechanical offers a 10% discount off standard labor rates, parts and replacement equipment for all Proactive Maintenance Customers.

Covered Equipment List

<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Ductless Split Unit (1)	To Be Determined	To Be Determined	To Be Determined
Oil Boiler	To Be Determined	To Be Determined	To Be Determined

Equipment Schedule

<u>Winter</u>			<u>Spring</u>			<u>Summer</u>			<u>Fall</u>		
December	January	February	March	April	May	June	July	August	September	October	November
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Equipment Type</u>	<u>Winter</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>
Ductless Split Unit		X		
Oil Boiler				X

<u>Included</u>	<u>Services</u>	<u>Excluded</u>
X	Clean evaporator filters	
	Low pressure condenser coil cleanings in the spring using environmentally friendly coil cleaner	
	Change thermostat batteries one time per year	X
X	Oil nozzles, filters and strainers if applicable	
X	Thorough inspection using PM checklist	
	Evaporator coil cleanings	X
	High pressure condenser coil cleanings	X
	Replacement parts and labor	X
	Overtime, weekends and holidays	X
	Emergency Service calls	X

Terms and Conditions

Payment terms: Terms are net thirty (30) days from the invoice date. In the event said charges are not so paid when due, Customer agrees to pay a service charge of 1 1/2% per month, (18% annual percentage rate), which will be charged on the average daily balance on any account past due over thirty (30) days.

The decision as to whether to repair or replace a defective part rests exclusively with the Customer. Material and labor costs to alter existing equipment or piping to be adapted for replacement parts in the above circumstances will be borne by the Customer.

This Agreement does not cover damages and repairs necessitated by Customer abuse, fire, freezing, water, lightning or other abnormal conditions, nor does it cover required work resulting from faulty system design or installation or damage as a result of non-operation or malfunction of equipment. Alliance Mechanical will not be responsible for direct or consequential damages, illness or injury cause by delays, failures to service, unavailability of parts, labor difficulties and other conditions beyond the control of Alliance Mechanical.

Customer agrees to notify Alliance Mechanical promptly of any unusual operating conditions of the subject equipment. Customer further agrees to notify Alliance Mechanical of any suspected malfunction or defect in the equipment and to report same promptly to Alliance Mechanical at its office. The Customer understands that Alliance Mechanical has a 24-hour, 7 day-a-week answering service.

Any changes, adjustments or repairs made by anyone other than Alliance Mechanical, including the Customer, unless authorized or approved by Alliance Mechanical, shall terminate any and all warranties that may exist.

Alliance Mechanical shall be released from liability for any injury, loss or damages whatsoever which are occasioned, in whole or in part, by defective design; faulty, incomplete or erroneous plans or specifications; defective materials or parts, and/or defective operation or malfunction of any equipment. Alliance Mechanical shall be released from liability for any instructions, directions, operating guidelines or warranties contained in any book, booklet, guide, manual or warranty from any manufacturer or dealer.

Alliance Mechanical warrants that upon completion of each call under this Agreement, the equipment shall be left in proper operating condition consistent with its age if at all possible. Recommendations for repairs to achieve proper operation will be submitted to the Customer.

This Agreement does not insure equipment in any way nor does it imply any guarantee of performance of the equipment between maintenance service calls.



PROACTIVE MAINTENANCE AGREEMENT

This proactive maintenance agreement is prepared for:

**Town of Underhill
Town Hall
12 Pleasant Valley Road
Underhill, Vermont 05489**

Service to be provided at: **12 Pleasant Valley Road, Underhill Vt.**


Alliance Mechanical would like to thank you for the opportunity to provide your facility with this proactive maintenance agreement. Proactive Maintenance has been proven to repay itself with increased system efficiency and correcting potential problems before larger failures occur.

At Alliance Mechanical we are dedicated to working with your facility to design and implement a proactive maintenance plan that meets all of your needs; from financial costs to minimizing down time to getting the maximum life expectancy from every piece of equipment that is regularly maintained by our trained, professional technicians.

This Proactive Maintenance Agreement will be in effect for one year from date of Agreement. It will automatically renew each year. Either party can terminate this agreement with 30 days written notice at any time. This Agreement entitles the customer to 24 hour priority emergency service, a reduced labor rate, and discounted materials as a Proactive Maintenance customer.

Labor Rate: \$99.00/hour
After Hours/Overtime: \$148.50/hour
Discounts: 10% parts and materials

This Agreement is for **Four Hundred Sixty Dollars and No Cents \$460.00**
Payments are to be made two (2) times per year, in the amount of **\$230.00** per payment.

	
Company: Alliance Mechanical	Company: Town of Underhill
Authorized Representative: Tim Campbell – PM Sales Representative	Authorized Representative: Brian Bigelow- Town Administrator
Date: 5/8/2019	Date:

Please sign and return this page to Alliance Mechanical either via fax at 802-857-5019 or email at tcampbell@agusa.com.



Proactive Maintenance Agreement Benefits

Proactive Maintenance Service

Proactive Maintenance Service is a must for obtaining the maximum life cycle of mechanical equipment.

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Proactive Maintenance Scheduling and Reporting

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Customized Flexible Maintenance Plans

Alliance Mechanical works with customers to design and implement a Proactive Maintenance plan that will meet budgetary and frequency requirements.

Our trained staff of professionals will review your plan on a yearly basis to insure the plan always fits your needs.

Priority Emergency Service

Alliance Mechanical's team of professionally trained technicians is on call 24 Hours a day, seven days a week. Proactive Maintenance customers benefit from "Priority Service" which assures your call will be dispatched ahead of all non Proactive Maintenance customers.

Preferred Customer Rates

Alliance Mechanical offers a 10% discount off standard labor rates, parts and replacement equipment for all Proactive Maintenance Customers.

Covered Equipment List

<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
Ductless Split Units (2)	To Be Determined	To Be Determined	To Be Determined
Oil Boiler (1)	To Be Determined	To Be Determined	To Be Determined

Equipment Schedule

<u>Winter</u>			<u>Spring</u>			<u>Summer</u>			<u>Fall</u>		
December	January	February	March	April	May	June	July	August	September	October	November
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Equipment Type</u>	<u>Winter</u>	<u>Spring</u>	<u>Summer</u>	<u>Fall</u>
Ductless Split Units (2)		X		
Oil Boiler (1)				X

<u>Included</u>	<u>Services</u>	<u>Excluded</u>
X	Clean evaporator filters	
	Low pressure condenser coil cleanings in the spring using environmentally friendly coil cleaner	
	Change thermostat batteries one time per year	X
X	Oil nozzles, filters and strainers if applicable	
X	Thorough inspection using PM checklist	
	Evaporator coil cleanings	X
	High pressure condenser coil cleanings	X
	Replacement parts and labor	X
	Overtime, weekends and holidays	X
	Emergency Service calls	X

Terms and Conditions

Payment terms: Terms are net thirty (30) days from the invoice date. In the event said charges are not so paid when due, Customer agrees to pay a service charge of 1 1/2% per month, (18% annual percentage rate), which will be charged on the average daily balance on any account past due over thirty (30) days.

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Alliance Mechanical shall be released from liability for any injury, loss or damages whatsoever which are occasioned, in whole or in part, by defective design; faulty, incomplete or erroneous plans or specifications; defective materials or parts, and/or defective operation or malfunction of any equipment. Alliance Mechanical shall be released from liability for any instructions, directions, operating guidelines or warranties contained in any book, booklet, guide, manual or warranty from any manufacturer or dealer.

Alliance Mechanical warrants that upon completion of each call under this Agreement, the equipment shall be left in proper operating condition consistent with its age if at all possible. Recommendations for repairs to achieve proper operation will be submitted to the Customer.

This Agreement does not insure equipment in any way nor does it imply any guarantee of performance of the equipment between maintenance service calls.



State of Vermont
District Maintenance and Fleet Division
Maintenance District 5
P.O. Box 168
Essex Junction, VT 05453
<https://vtrans.vermont.gov/>

Agency of Transportation

[phone] 802-655-1580
[fax] 802-655-6642
[ttd] 800-253-0191

February 1, 2024

RE: FY 2025 Town Highway Grants / Bridge Inspections / Annual Town Financial Plan and Meeting / Town Road and Bridge Standards Certification of Compliance / Class 2 Centerline Line Pavement Marking Letter

Please note that the information in this packet is time sensitive!

Dear Town Official(s):

Town Highway Grant Programs

It is anticipated that the Town Highway grant program will resume this year, so applications are now being accepted. Attached is the FY 2025 Municipal Highway Grant Application. This form is to be used to apply for both the Town Highway Structures Grant program and the Town Highway Class 2 Roadway Grant program; a separate application needs to be submitted for each project. **Town highway grants applications are due back to District 5 no later than April 15, 2024.** They may be mailed or sent via email to alysha.kane@vermont.gov and jim.cota@vermont.gov. Grant awards will be made based on several factors, including, but not limited to, whether the town has received recent grants, the completeness of the submittal, and the overall condition of the existing structure(s) or roadway that the town is requesting the grant for. Other factors being equal, applications submitted by the April 15 due date will receive higher priority.

Town Bridge Inspections

REMINDER.... the town's bridge inspection reports can be found using the VTransparency website. The link is as follows: <https://vtransparency.vermont.gov/>. There will then be two selections for accessing bridge inspections – one where a search can be done by town and the other through a map.

TA 60 Annual Town Financial Plan

In accordance with Title 19 VSA Section 306(j), municipalities must complete a TA 60 Annual Financial Plan (a blank one is enclosed). The town is reminded that to qualify for any of the Agency's grant-related programs, a copy of the town's **current** Annual Financial Plan must be on file at the District 5 office. Districts will meet with town officials of each municipality within **60 days** of Town Meeting; this meeting can be held in person, virtually or over the phone. Typically, meetings are used to review the Annual Town Financial Plan, get status reports on any grant program projects previously approved or recently submitted, and review the town's plan for the maintenance and construction of town highways for the ensuing year. The town can either elect to fill the TA 60 out and submit with any town highway grant applications or wait for our annual meeting to review and complete together. **To set up a time for the annual meeting, please call Jim Cota at (802) 782-0802.**



Town Road and Bridge Standards – Certification of Compliance for Town Road and Bridge Standards

The 2019 State-approved town road and bridge standards template was rolled out in June of 2019. The adoption of this template enables towns to be eligible for higher ERAF share and the 10% “incentive” for the Town Highway Structures and Class 2 Roadway grant programs – most towns within District 5 did adopt the 2019 standards; if a town has questions about this, please feel free to reach out.

Each year towns must certify that they have road and bridge standards and that they follow them. This is an annual requirement regardless of which standards a town has adopted. Included is the annual Certification of Compliance. This needs to be signed and submitted back to the district.

Class 1 and Class 2 Centerline Pavement Marking Letter

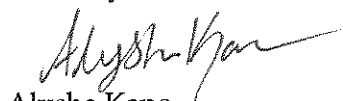
As in previous years, VTrans will be painting centerline on Class 1 and Class 2 highways. Towns should utilize the email on the attached letter with their schedule for repairing and retreatment of these town highways.

Town Contact Information

Lastly, please fill out the Town Contact Information Sheet so that we can keep our information current. It can be emailed to alysha.kane@vermont.gov and jim.cota@vermont.gov or sent via USPS.

If you have questions regarding any of the above information, please do not hesitate to call **Jim Cota at (802) 782-0802**. Thank you!

Sincerely,



Alysha Kane
District 5 Project Manager

Enclosures:

FY 2025 Municipal Highway Grant Application

TA60 Annual Town Financial Plan

Certification of Compliance for Town Road and Bridge Standards/Network Inventory

Class 2 Centerline Pavement Marking Letter

Town Contact Information Sheet



VERMONT

AGENCY OF TRANSPORTATION

FY Municipal Highway Grant Application

APPLYING FOR: ☐ Structures ☐ Class 2 Roadway ☐ Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

SAMS #: Grantee FY End Month (mm format):

DISTRICT CONTACT (name):

Phone: E-Mail:

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# ____, (Name)_____ which is a class ____ town highway.

Bridge #_____, which crosses _____

Culvert # ____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: Longitude: MM (If Available):

Problem:

Reason For Problem:

Proposed Scope of Work:

Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? YES NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
Other:	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input type="checkbox"/> YES <input type="checkbox"/> NO	

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

Note:

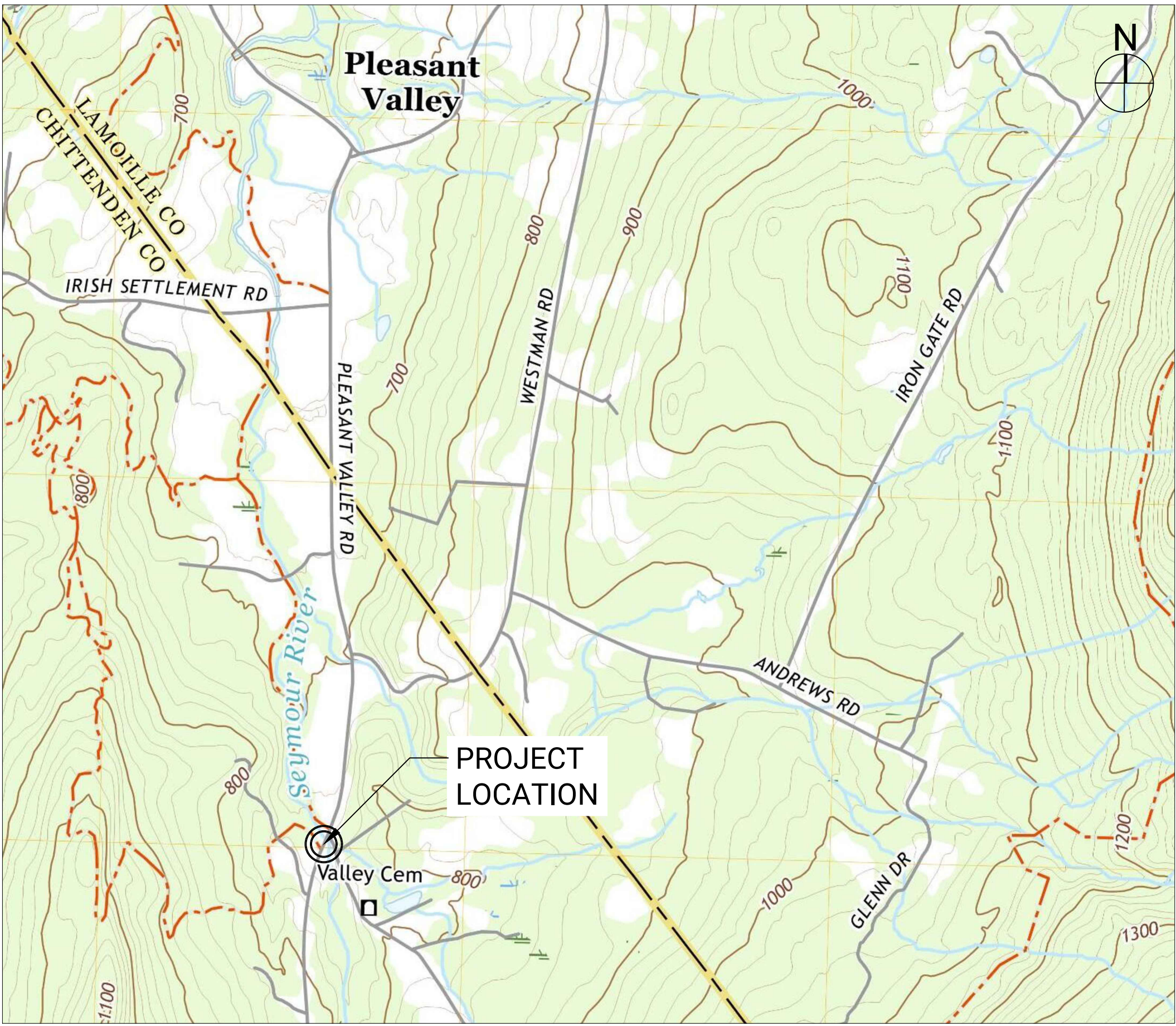
Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

BRIDGE 7 REPLACEMENT

TOWN ADMINISTRATOR
BRAD HOLDEN

TOWN HIGHWAY
NATE SULLIVAN

SELECTBOARD
DAN STEINBAUER, CHAIR
BOB STONE, VICE-CHAIR
PATRICIA RICHARDS




Sheet List Table	
Sheet	Sheet Title
G-1.0	TITLE PAGE
C-1.0	SITE PLAN
C-2.0	DETAILS
S-1	DECK & APPROACH SLAB PLANS & DETAILS
S-2	DECK & END OF BRIDGE DETAILS
S-3	ABUTMENT 1 PLAN AND DETAILS
S-4	ABUTMENT 2 PLAN AND DETAILS
S-5	WINGWALL 1 AND 2 DETAILS
S-6	WINGWALL 3 AND 4 DETAILS

VTrans Standards (under separate cover)	
Sheet	Sheet Title
T-1	TRAFFIC CONTROL GENERAL NOTES
T-42	BRIDGE NUMBER PLAQUE
S-367A	BRIDGE RAILING
S-400	BRIDGE JOINT ASPHALTIC PLUG
S-500	CONCRETE DETAILS AND NOTES
S-501	CONCRETE DETAILS AND NOTES
E-10	ROLLED EROSION, TYPE 1
E-15	SILT FENCE
G-1	STEEL BEAM GUARDRAIL DETAILS
G-1D	STEEL BEAM GUARDRAIL DETAILS

TOWN OF UNDERHILL, VERMONT
MAY 2022

 **EAST**
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OWNER:
TOWN OF
UNDERHILL
12 PLEASANT VALLEY RD
UNDERHILL, VT 05489
(802) 899-4434

PROJECT:
BRIDGE 7
REPLACEMENT

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2022-05-23

PROJ. #: 051-04

REVISIONS		
#	BY:	DATE:

TITLE SHEET

DRAWING NO:
G-1.0

GENERAL NOTES

- TO CLARIFY THE PLANS, ALL EXISTING SITE FEATURES ARE SHOWN IN lowercase LETTERS AND ALL PROPOSED IMPROVEMENTS ARE SHOWN IN CAPITAL LETTERS.
- THIS PLAN SHOWS APPROXIMATE SITE FEATURES, UTILITIES, TAX MAP BOUNDARY LINES, BUILDINGS, AND OTHER SITE FEATURES BASED ON A SURVEY COMPLETED BY EAST ENGINEERING IN 2021. ADDITIONAL DEPICTIONS ARE BASED ON INFORMATION FROM THE VERMONT GEODATA PORTAL, OWNER, AND UTILITY COMPANIES. THIS IS NOT A BOUNDARY SURVEY.
- TECHNICAL SPECIFICATIONS ACCOMPANY THE PLANS AND ARE ESSENTIAL FOR CONSTRUCTION. UNLESS OTHERWISE NOTED, THE VERMONT AGENCY OF TRANSPORTATION (VTRANS) 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL BE FOLLOWED. CONTRACTOR FIELD PERSONNEL SHALL HAVE THE PLANS, SPECIFICATIONS, AND BID DOCUMENTS IN THE FIELD DURING CONSTRUCTION.
- TYPE E STONE SHALL BE AS FOLLOWS: TYPE E1, THE LONGEST DIMENSION OF THE STONE SHALL BE AT LEAST 18", AND AT LEAST 50% OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 12", AND AT LEAST 25% OF THE PARTICLES SHALL HAVE A MAXIMUM DIMENSION OF 2" AND BE WELL GRADED MATERIAL. TYPE E2, THE LONGEST DIMENSION OF THE STONE SHALL BE AT LEAST 24", AND AT LEAST 50% OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 18", AND AT LEAST 25% OF THE PARTICLES SHALL HAVE A MAXIMUM DIMENSION OF 2" AND BE WELL GRADED MATERIAL. TYPE E3, THE LONGEST DIMENSION OF THE STONE SHALL BE AT LEAST 36", AND AT LEAST 50% OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 24", AND AT LEAST 25% OF THE PARTICLES SHALL HAVE A MAXIMUM DIMENSION OF 2" AND BE WELL GRADED MATERIAL. TYPE E4, THE LONGEST DIMENSION OF THE STONE SHALL BE AT LEAST 48", AND AT LEAST 50% OF THE VOLUME OF THE STONE IN PLACE SHALL HAVE A LEAST DIMENSION OF 36", AND AT LEAST 25% OF THE PARTICLES SHALL HAVE A MAXIMUM DIMENSION OF 2" AND BE WELL GRADED MATERIAL.

CONSTRUCTION NOTES

- ALL SITE SAFETY, SECURITY, MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL OSHA/VOSHA RULES AND REGULATIONS SHALL BE ADHERED TO AT ALL TIMES. AT THE END OF EACH WORKING DAY, CONTRACTOR SHALL SECURE ALL EQUIPMENT, MATERIALS, AND FACILITIES. ALL OPEN EXCAVATIONS SHALL BE BARRICADED, FENCED, PLATED, COVERED OR TEMPORARILY BACKFILLED.
- ALL APPLICABLE PERMITTING CONDITIONS AND REGULATIONS SHALL BE MAINTAINED BY THE CONTRACTOR.
- NO WORK OUTSIDE OF THE TOWN RIGHT-OF-WAY, OR TOWN OBTAINED EASEMENTS, UNLESS WRITTEN PERMISSION FROM THE LANDOWNER IS OBTAINED.
- TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ONE LANE DURING WORKING HOURS, TWO LANES RESTORED AT THE END OF EACH DAY.
- ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.

EROSION PREVENTION & SEDIMENT CONTROL NOTES (EPSC)

- THE PROJECT IS NOT REQUIRED TO OBTAINED COVERAGE UNDER THE STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, CONSTRUCTION GENERAL PERMIT (3-9020) FOR STORMWATER GENERATED FROM THE PROJECT. HOWEVER, BEST MANAGEMENT PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE MAINTAINED REGARDLESS.
- DISTURBED AREAS NOT UNDER ACTIVE CONSTRUCTION SHALL BE STABILIZED WITHIN 7 DAYS.
- IF TURBID WATER IS FOUND TO BE LEAVING THE PROJECT AREA, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL EROSION PREVENTION AND SEDIMENT CONTROL DEVICES TO LIMIT THE DISCHARGE. DISCHARGES SHALL BE REPORTED TO THE ENGINEER WITHIN 24 HOURS.
- EPSC MEASURES SHALL BE REMOVED FROM THE PROJECT ONCE ALL AREAS ARE STABILIZED AND GREEN AREAS HAVE OBTAINED 75% VEGETATED COVER.
- BYPASS PUMPING AND DEWATERING SHALL BE DISCHARGED TO UPLAND AREAS INTO AN APPROVED EROSION PREVENTION DEVICE, UNLESS WATER IS CLEAR AND FREE OF TURBIDITY.
- SLOPES STEEPER THAN 2:1 SHALL HAVE STONE ARMORING. SLOPES BETWEEN 2:1 AND 3:1 SHALL HAVE ROLLED EROSION MATTING. SLOPES LESS THAN 3:1 SHALL HAVE SEED AND MULCH.

ARMY CORPS OF ENGINEERS IMPACT SUMMARY

PERMANENT (GREEN HATCH AREA): 300 S.F.
~4 C.Y. CONCRETE SUBSTRUCTURE
~50 C.Y. TYPE 3 STONE ARMOR

TEMPORARY (RED HATCH AREA): 2,300 S.F.
~80 C.Y. STREAM BYPASS MATERIALS

TREES (>3" DBH): ~8

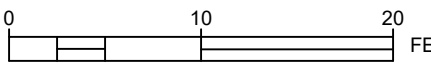
TOTAL AREA OF DISTURBANCE (BELOW OHW): 0.06 AC.

n/f clayton, daniel
ryan, christine

n/f deforge, david & brenda
scribner, stephen & nancy

SITE PLAN

SCALE: 1" = 10' (24"x36" PAPER)



EXISTING LEGEND :

- tel underground telecom
- ohw overhead wires
- w water
- ww sewer
- gas gas
- utility pole
- fence/guardrail
- sign
- trees/vegetation
- road right-of-way / tax map
- elevation contour
- edge of water
- ACOE ohw
- town easement
- control point (CTRL)

PROPOSED LEGEND :

- DETOUR
- PROPOSED CONTOUR
- STONE ARMORING
- CONCRETE
- BRIDGE SUPERSTRUCTURE
- SIGN/TYPE
- SPOT ELEVATION
- ACOE INCIDENTAL IMPACT
- ACOE TEMPORARY IMPACT
- ACOE PERMANENT IMPACT

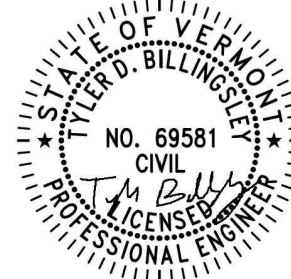
ABBREVIATIONS:

- | | |
|--------|---------------------------------------|
| HDPE | HIGH DENSITY POLYETHYLENE |
| CONC | CONCRETE |
| DI | DUCTILE IRON |
| PVC | POLYVINYL CHLORIDE |
| CMP | CORRUGATED METAL PIPE |
| VTRANS | VERMONT AGENCY OF TRANSPORTATION |
| MUTCD | MANUAL ON UN. TRAFFIC CONTROL DEVICES |
| TYP | TYPICAL |
| TEMP | TEMPORARY |
| MIN | MINIMUM |
| MAX | MAXIMUM |
| TBR | TO BE REMOVED |
| TBA | TO BE ABANDONED |
| APPROX | APPROXIMATE |
| EL | ELEVATION |
| ROW | RIGHT-OF-WAY |
| CTRL | CONTROL POINT |
| NTS | NOT TO SCALE |
| N/F | NOW OR FORMERLY |
| CTRL | CONTROL PIN |



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OWNER:
TOWN OF UNDERHILL

12 PLEASANT VALLEY RD
UNDERHILL, VT 05489
(802) 899-4434

PROJECT:
BRIDGE 7 REPLACEMENT

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2022-05-23

PROJ. #: 051-04

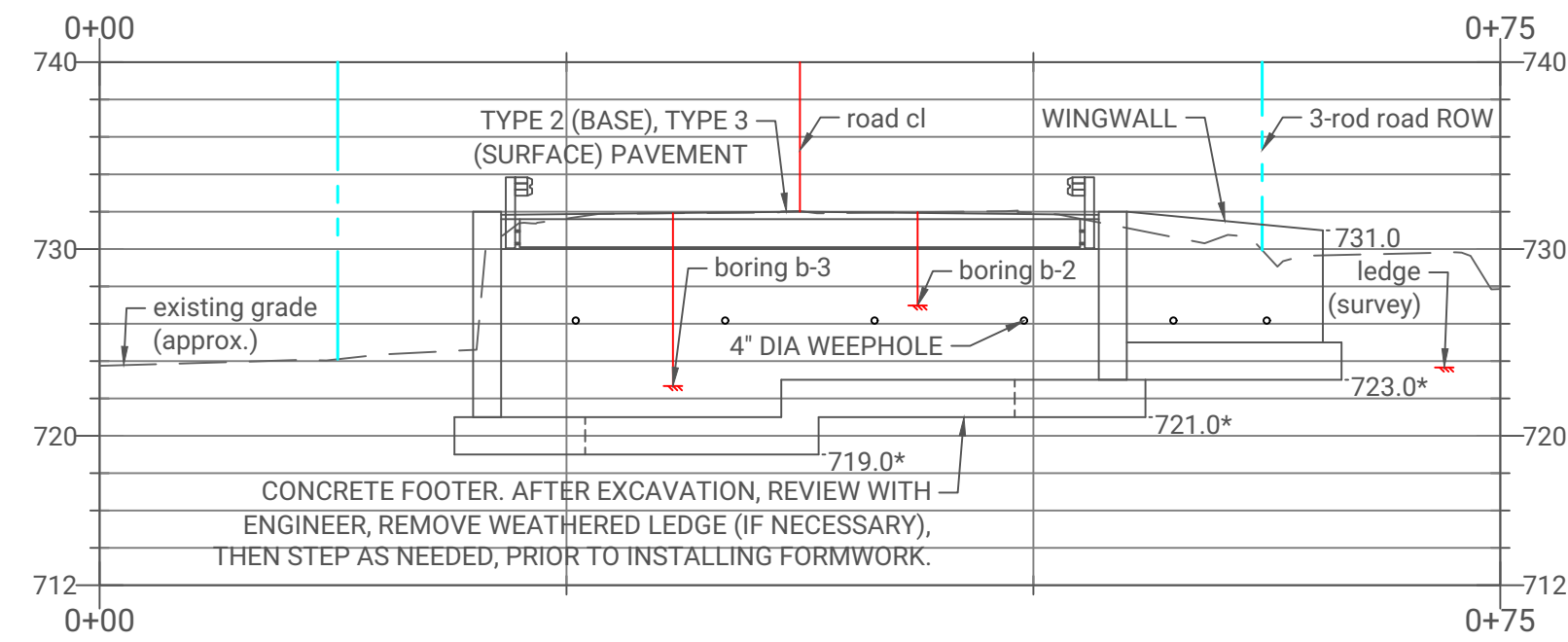
REVISIONS

#	BY:	DATE:

SITE PLAN

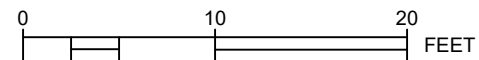
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C-1.0

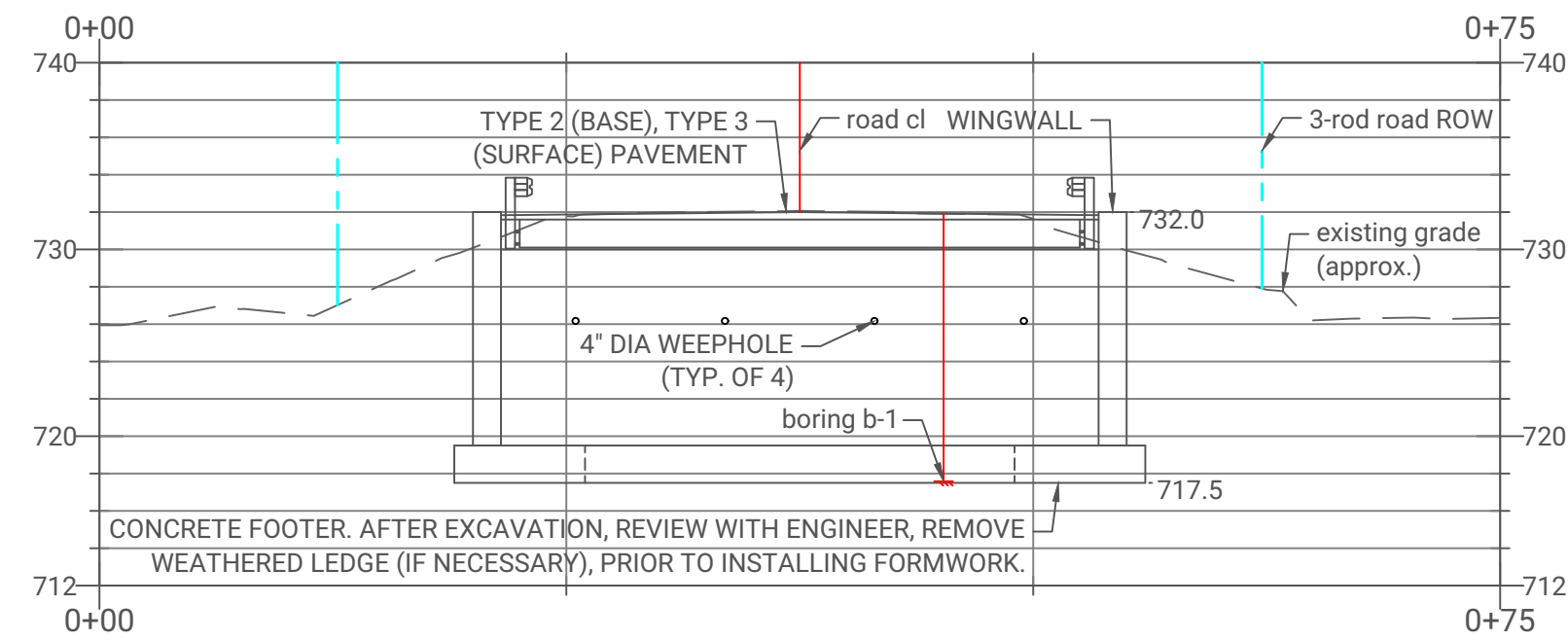


NORTH ABUTMENT ELEVATION VIEW

SCALE: 1" = 10' (24"x36" PAPER)

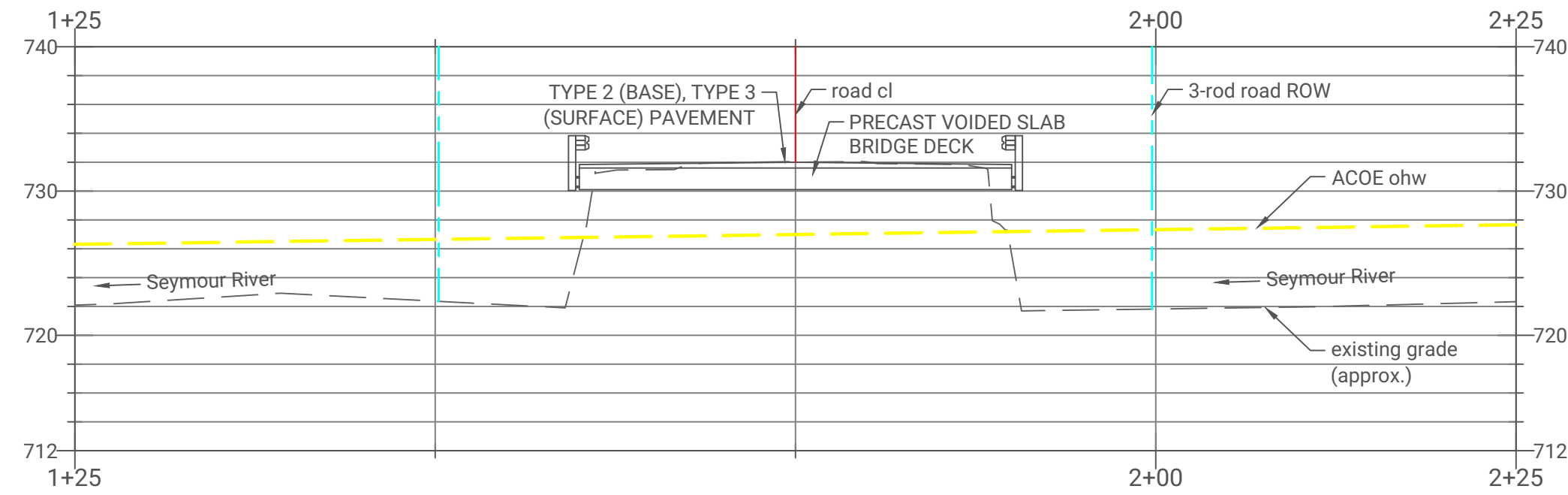
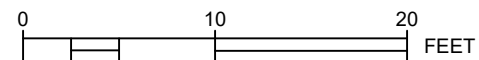


NOTE: STEP FOOTING ELEVATIONS HAVE BEEN ASSUMED BASED ON GEOTECHNICAL BORINGS AND SURVEYED LEDGE LOCATIONS. CONTRACTOR SHALL WORK WITH ENGINEER TO ADJUST STEPS AS NEEDED DURING CONSTRUCTION. ALL FOOTINGS WILL BE ANCHORED TO COMPETENT BEDROCK.



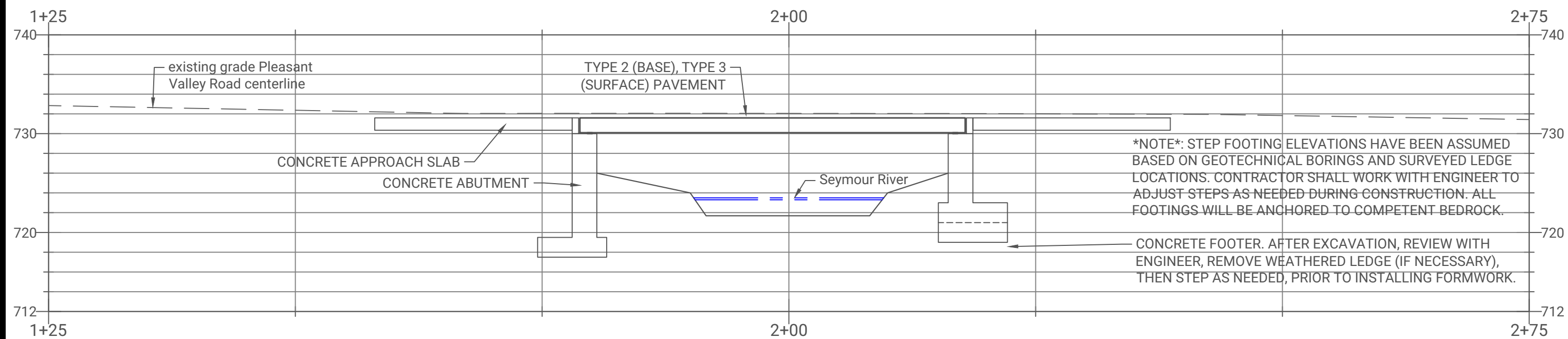
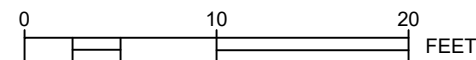
SOUTH ABUTMENT ELEVATION VIEW

SCALE: 1" = 10' (24"x36" PAPER)



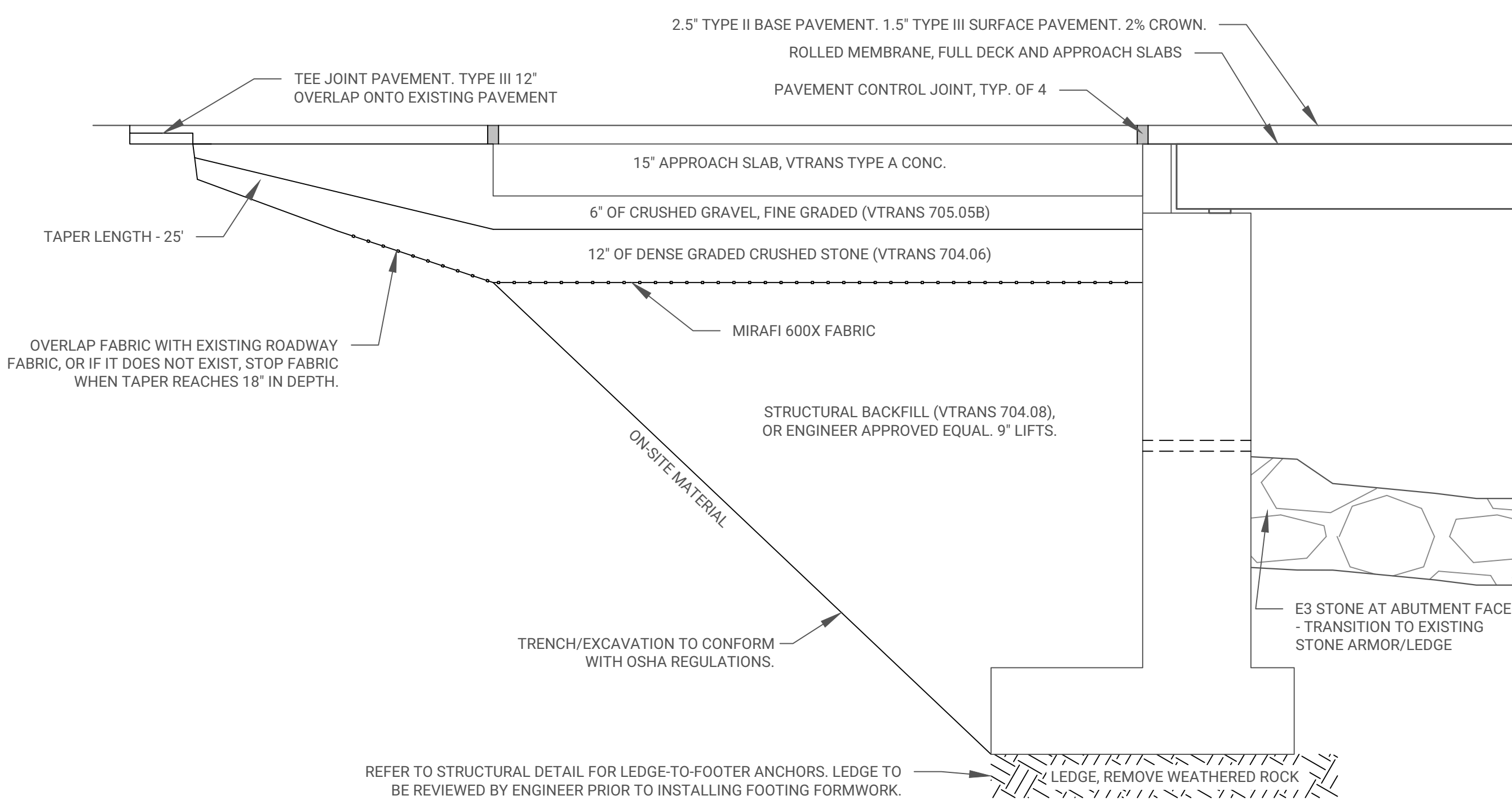
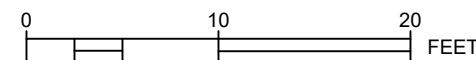
SEYMOUR RIVER PROFILE AND BRIDGE SECTION

SCALE: 1" = 10' (24"x36" PAPER)



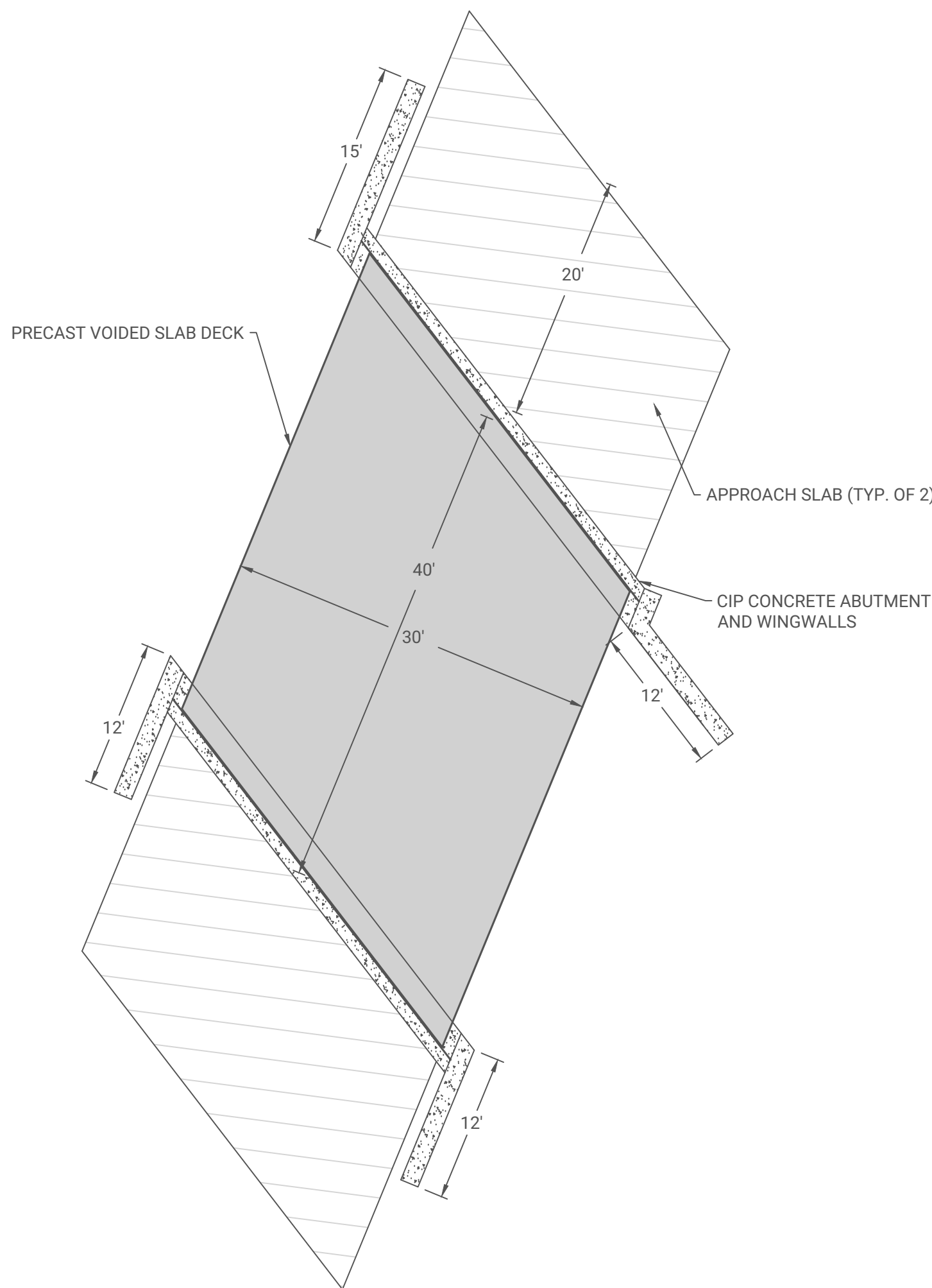
PLEASANT VALLEY ROAD AND BRIDGE 7 PROFILE

SCALE: 1" = 10' (24"x36" PAPER)



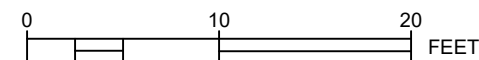
BRIDGE/ROAD BACKFILL DETAIL

NOT TO SCALE



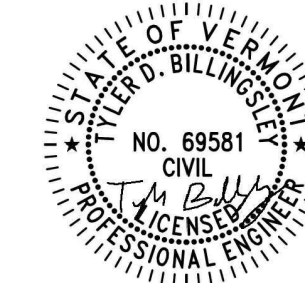
BRIDGE 7 DIMENSIONAL DETAIL

SCALE: 1" = 10' (24"x36" PAPER)



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12 PLEASANT VALLEY RD
UNDERHILL, VT 05489
(802) 899-4434

PROJECT:
BRIDGE 7 REPLACEMENT

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2022-05-23

PROJ. #: 051-04

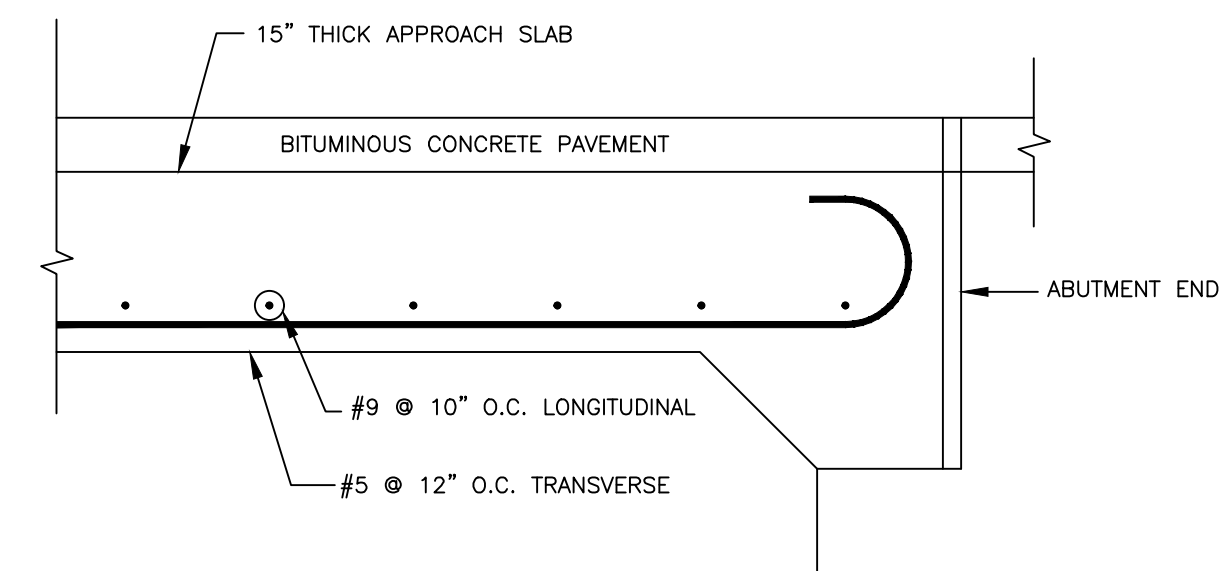
REVISIONS

#	BY:	DATE:

DETAILS

DRAWING NO:

C-2.0



PRELIMINARY – NOT
FOR CONSTRUCTION

T.R. FELLOWS NH
VT
ENGINEERING
CIVIL & STRUCTURAL

974 BROOK STREET
P.O. BOX 56
ROCHESTER, VT 05767

TEL: 802.318.7853
trfellow@trfellow.com

NO.	DATE	REVISION
△		

BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

DECK AND
APPROACH
SLAB
PLANS &
DETAILS

DRAWN BY:
K. McCUSKER

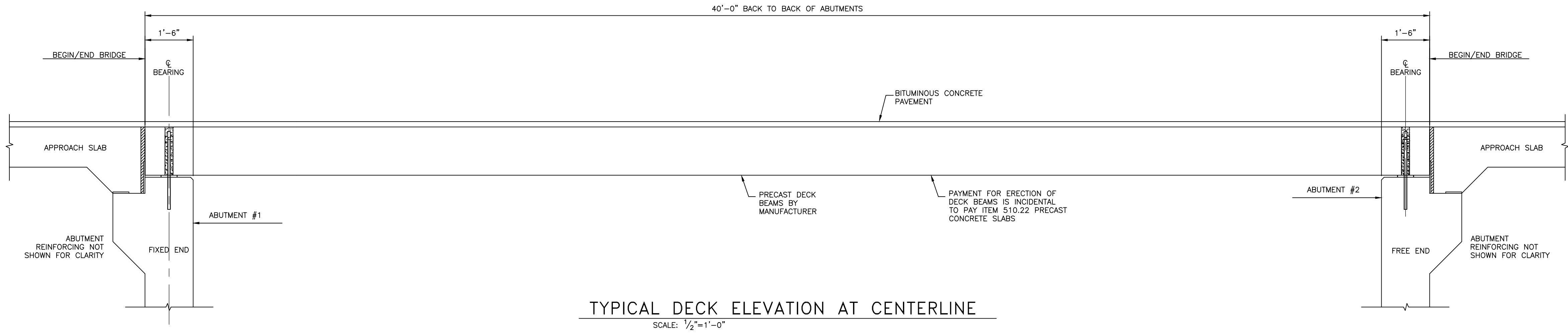
CHECKED BY:
T. FELLOWS

PROJECT:
2006

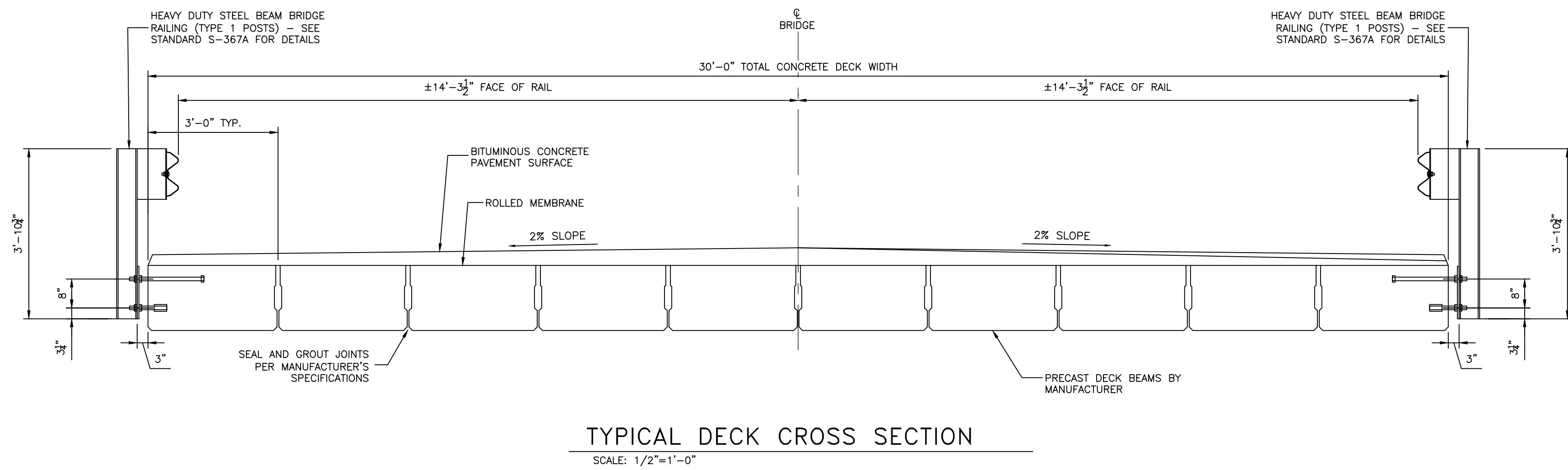
DATE:
06/13/2022

SHEET:

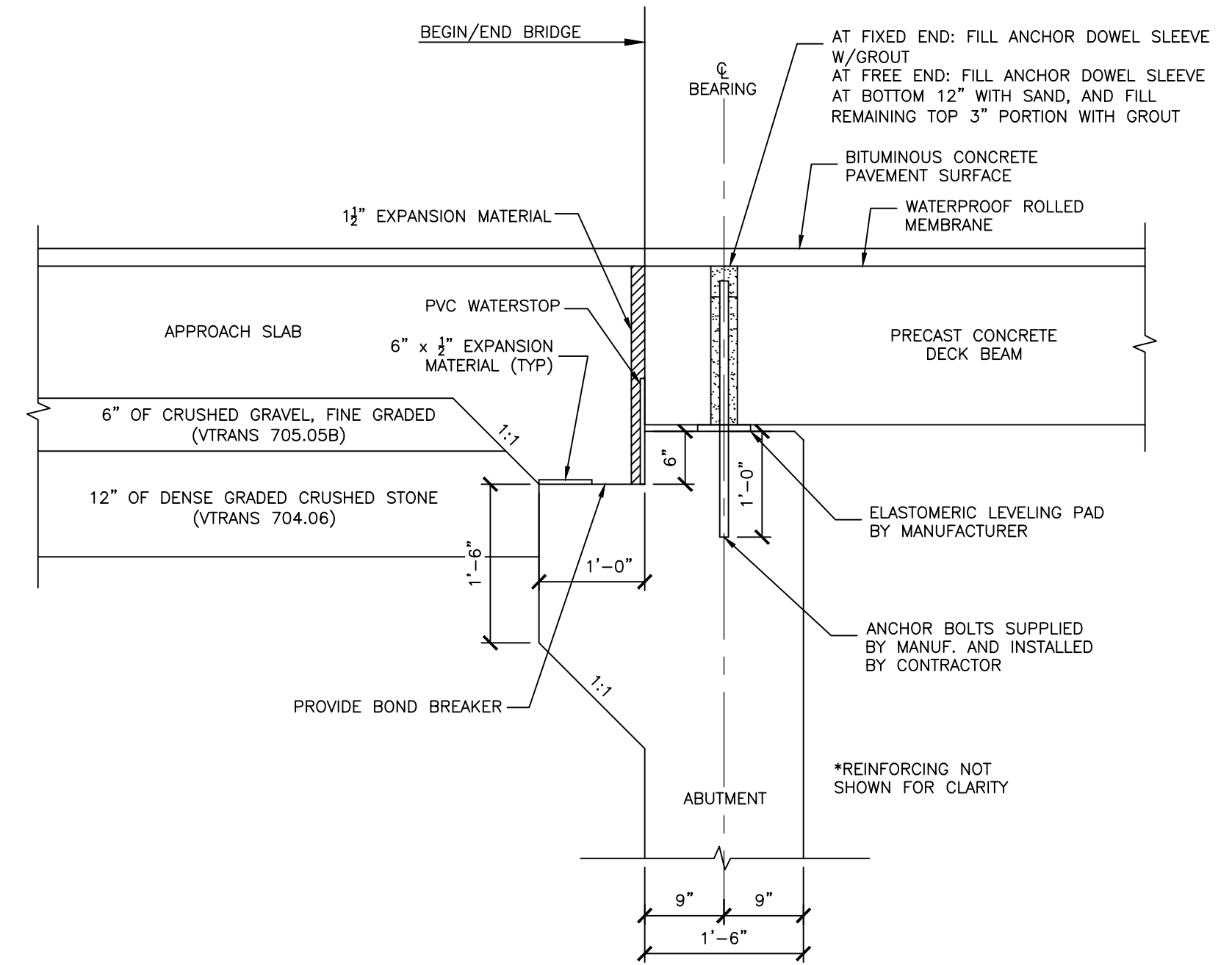
S-1



TYPICAL DECK ELEVATION AT CENTERLINE
SCALE: 1/2"=1'-0"



TYPICAL DECK CROSS SECTION
SCALE: 1/2"=1'-0"



END OF BRIDGE DETAIL
SCALE: 3/4"=1'-0"

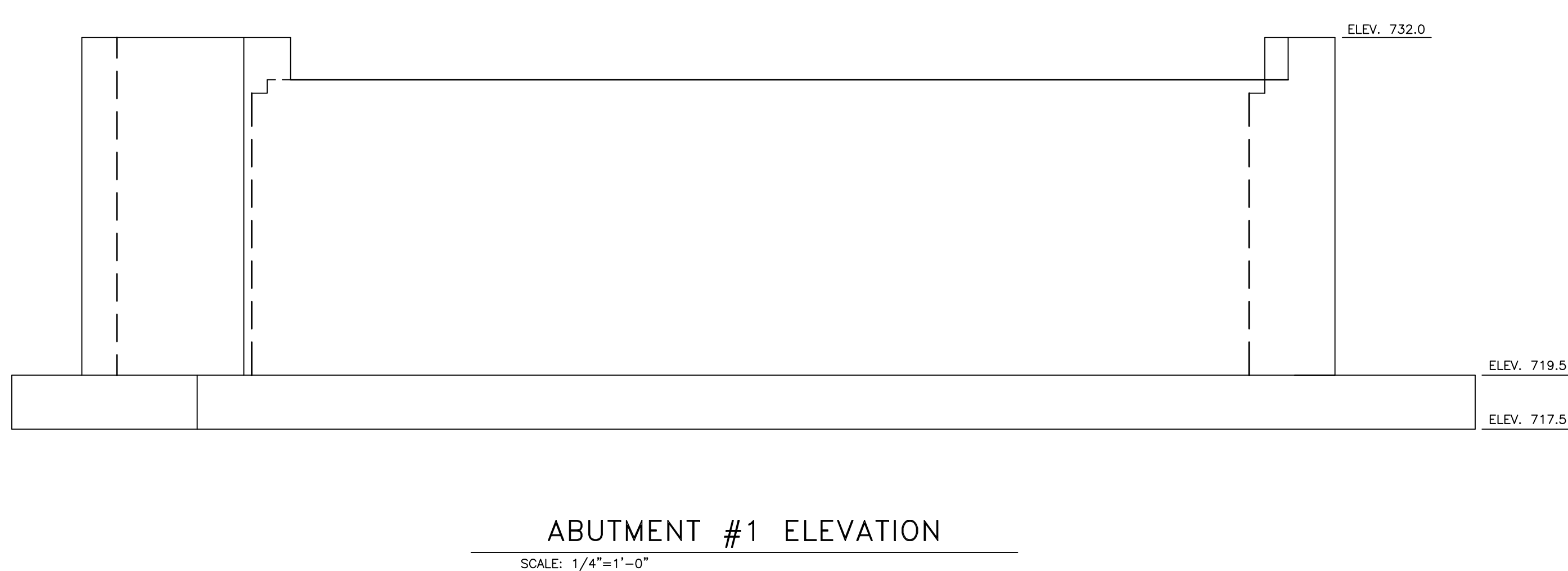
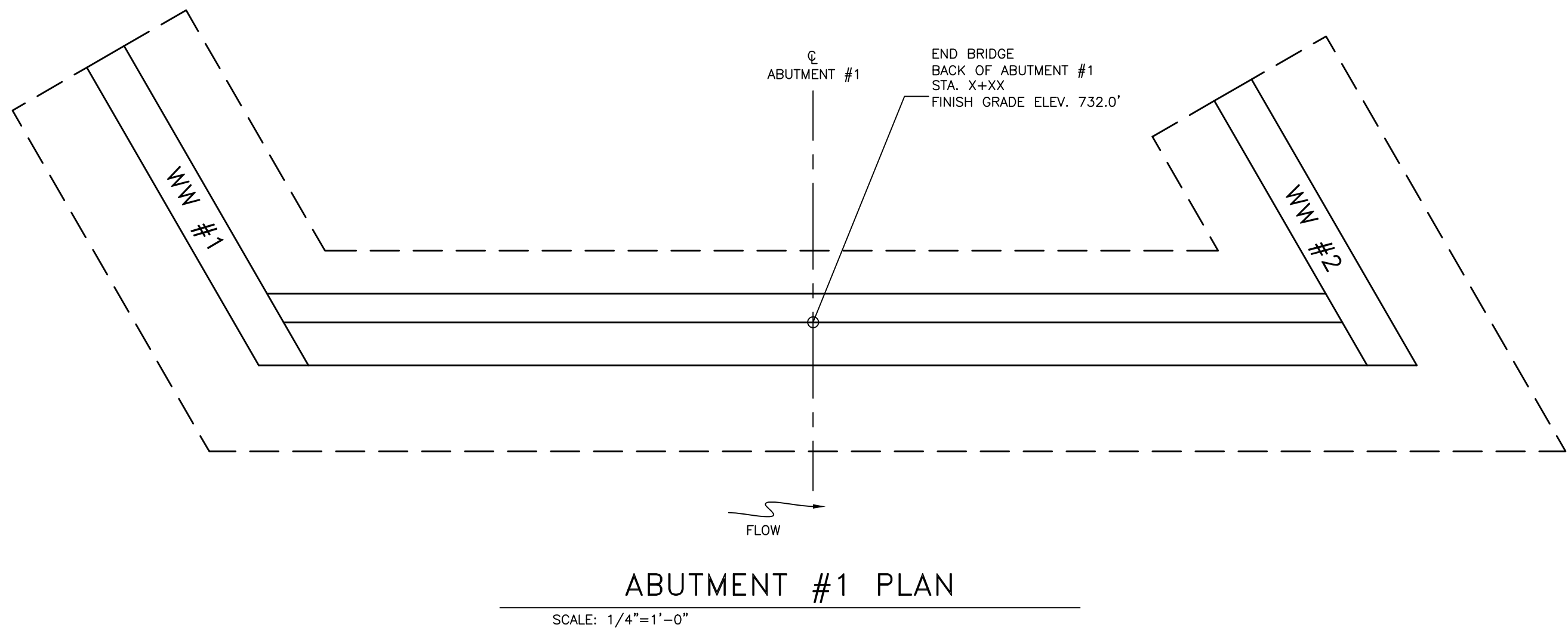
PRELIMINARY – NOT
FOR CONSTRUCTION

NO.	DATE	REVISION
1		
2		
3		

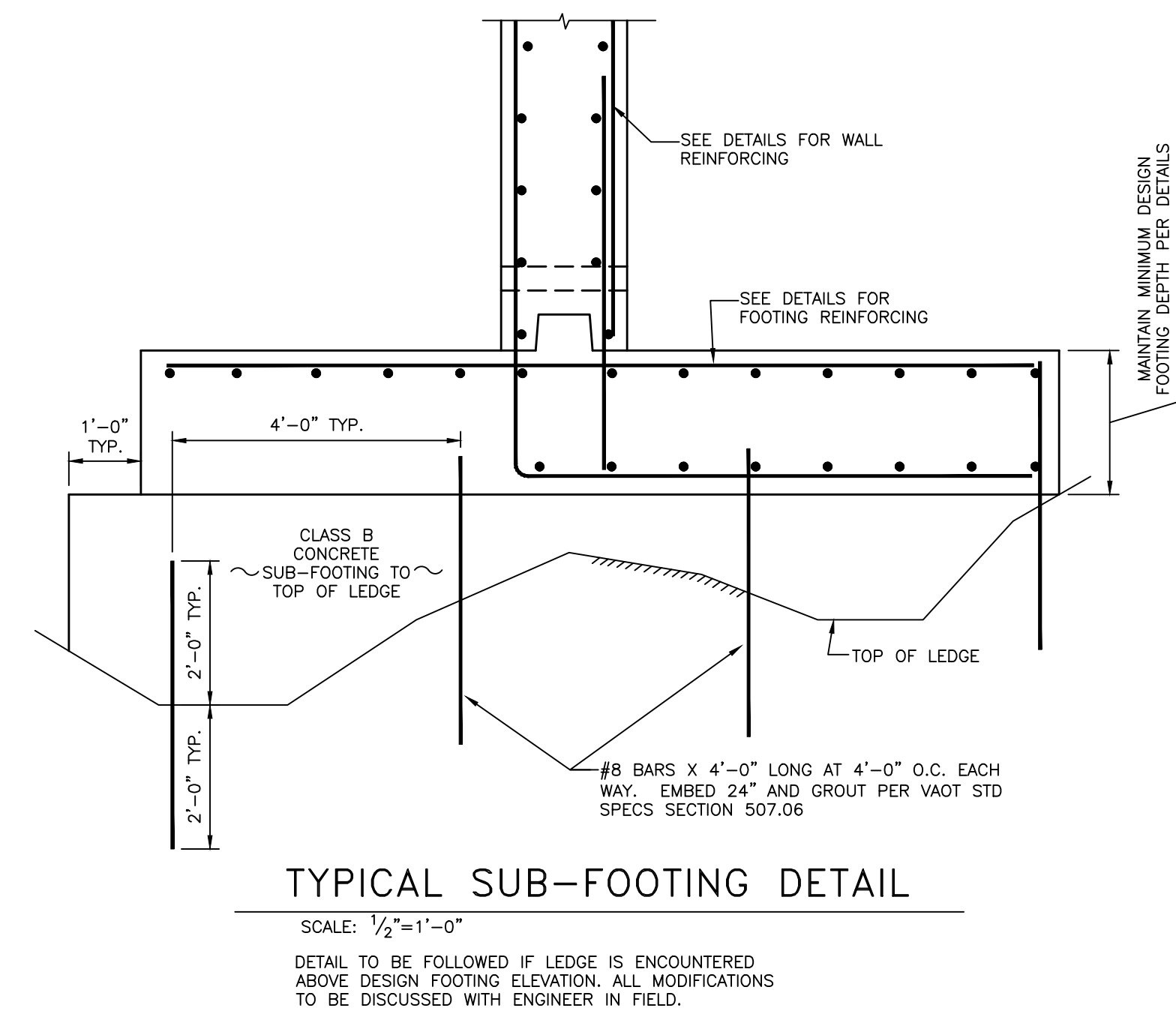
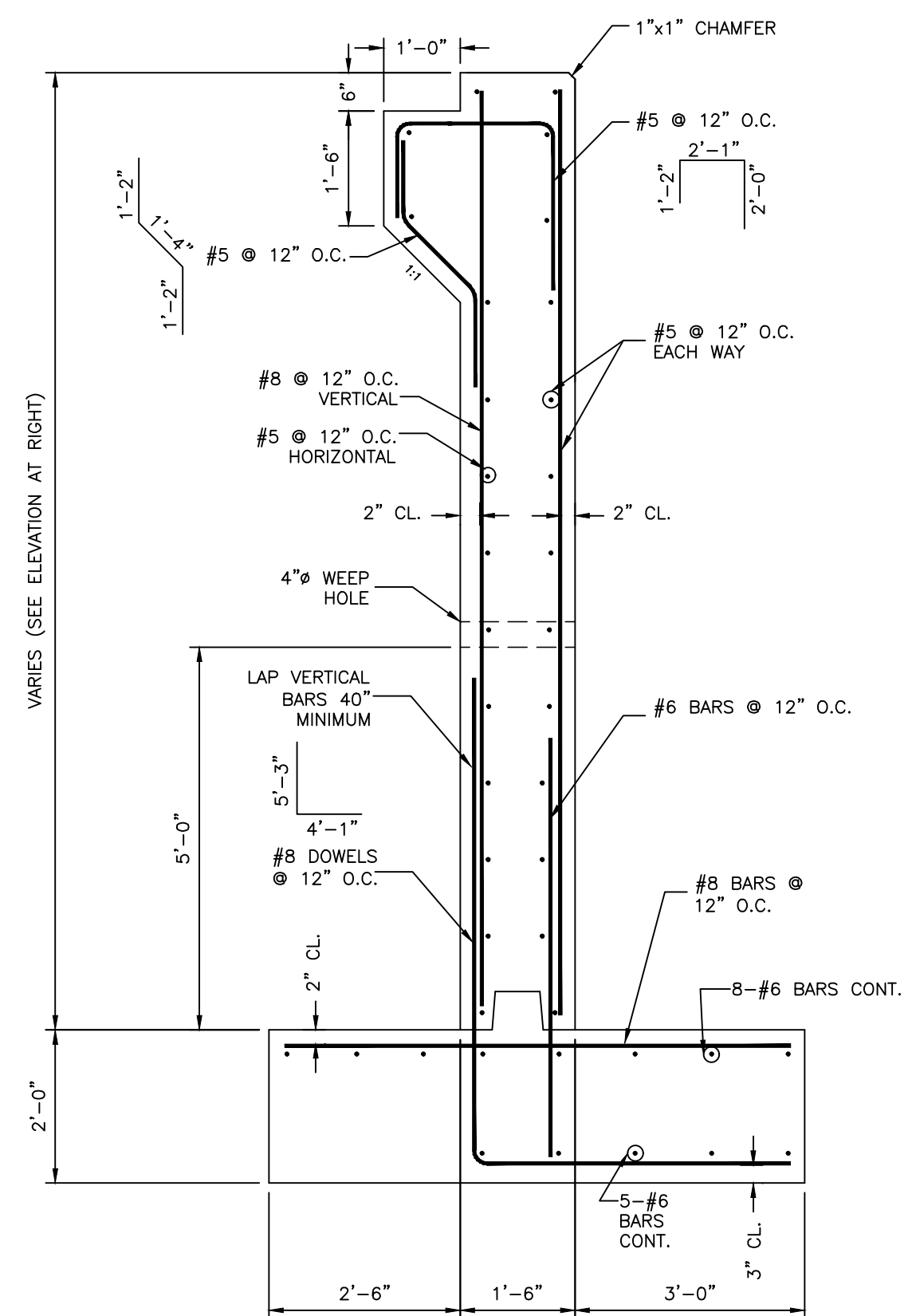
BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL,
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

DECK AND
END OF
BRIDGE
DETAILS

DRAWN BY:
K. McCUSKER
CHECKED BY:
T. FELLOWS
PROJECT:
2006
DATE:
06/13/2022
SHEET:



PRELIMINARY — NOT
FOR CONSTRUCTION



T.R. FELLOWS
NH
VT
ENGINEERING
CIVIL & STRUCTURAL

974 BROOK STREET
P.O. BOX 96
ROCHESTER, VT 05677
TEL: 802.318.7853
trf@trfengineers.com

NO.	DATE	REVISION
1		
2		
3		

BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL,
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

ABUTMENT #1
PLAN AND
DETAILS

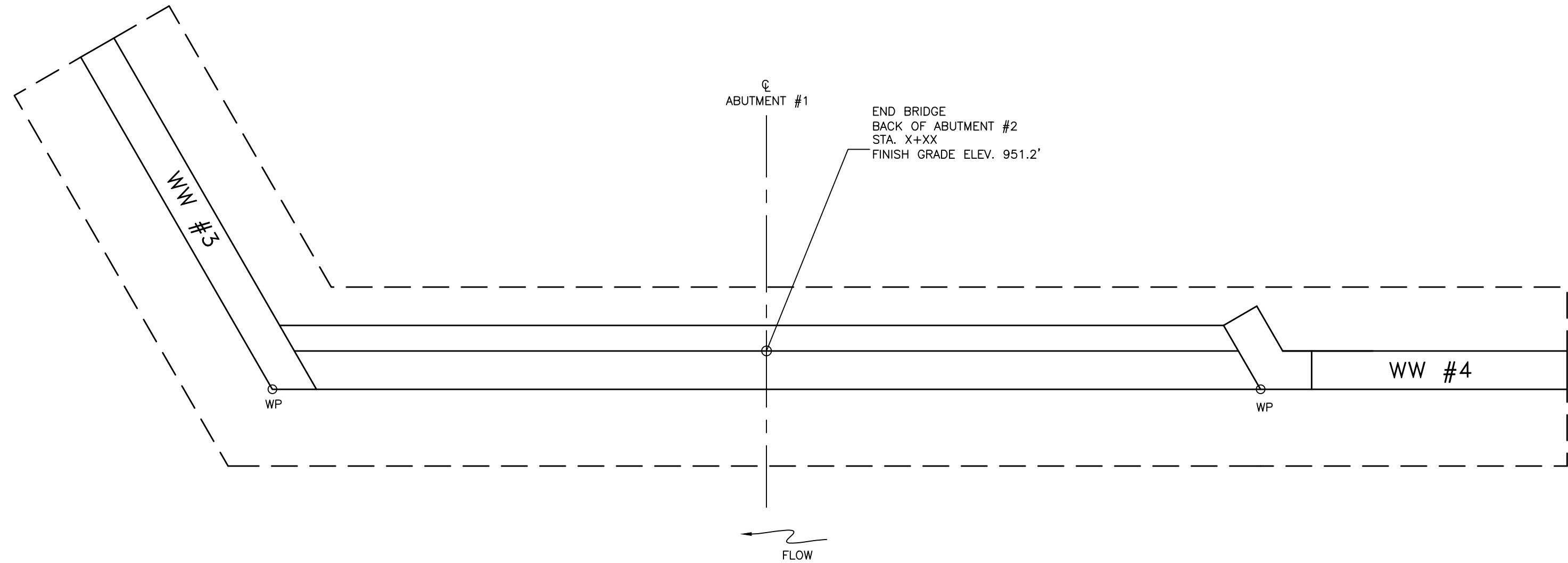
DRAWN BY:
K. McCUSKER

CHECKED BY:
T. FELLOWS

PROJECT:
2006

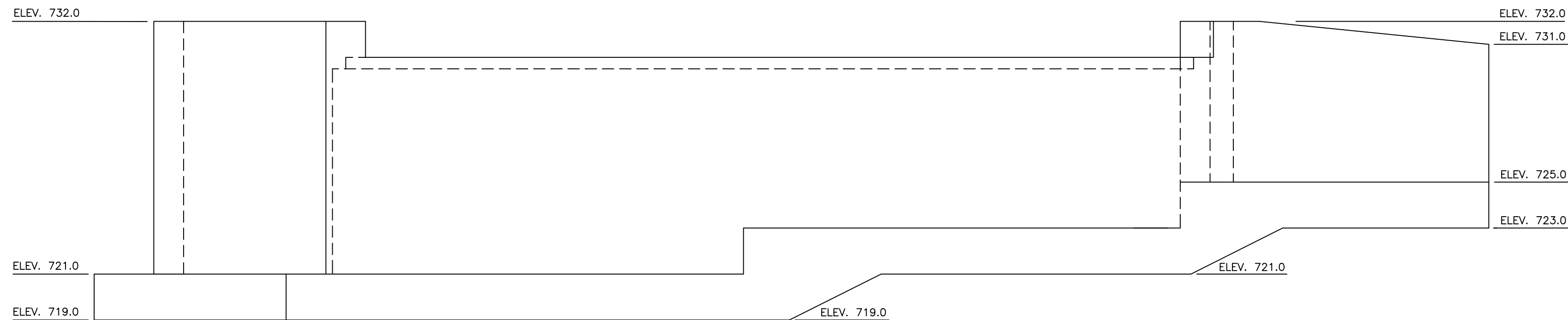
DATE:
06/13/2022

SHEET:
S-3



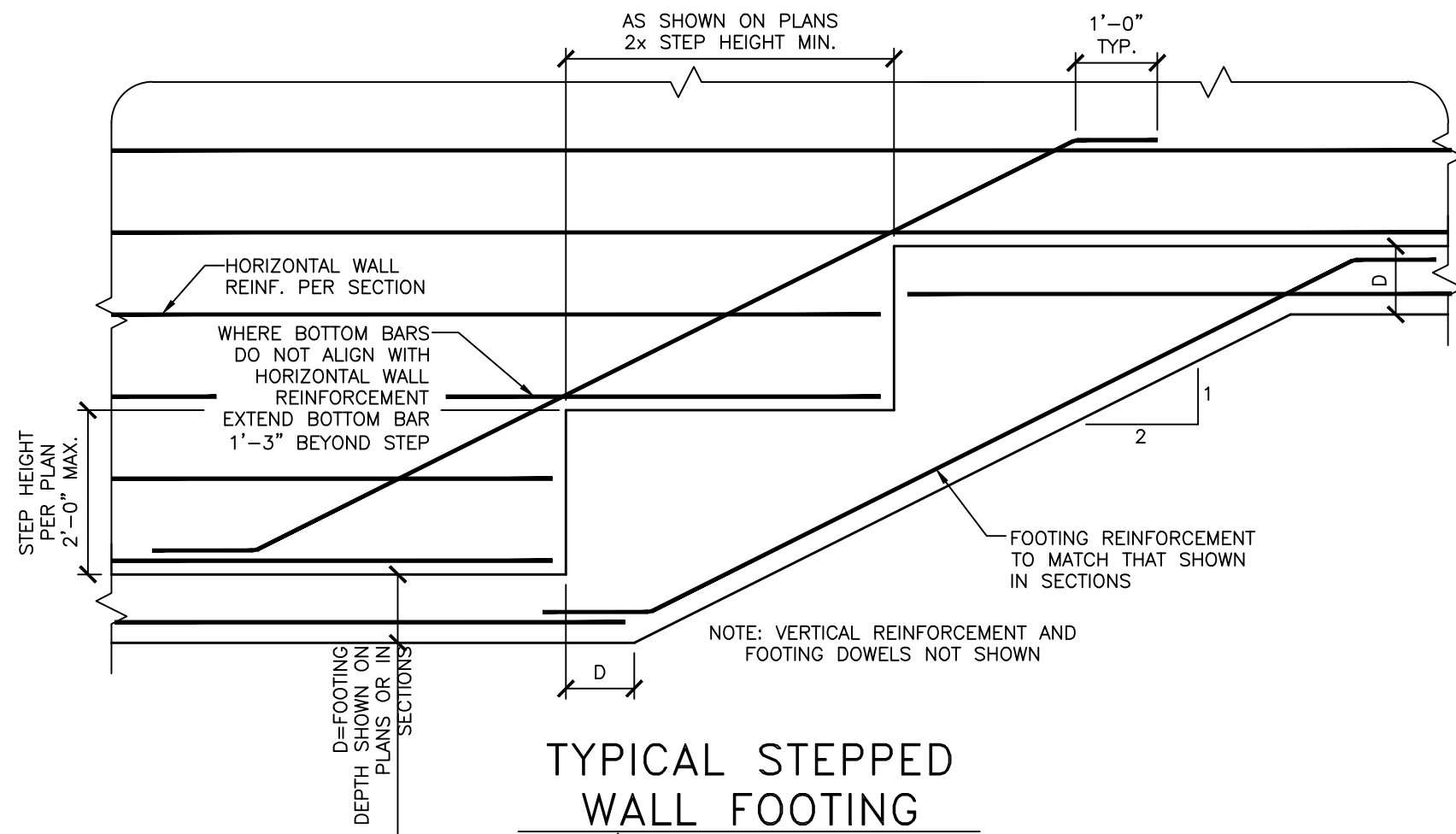
ABUTMENT #2 PLAN

SCALE: 1/4"=1'-0"



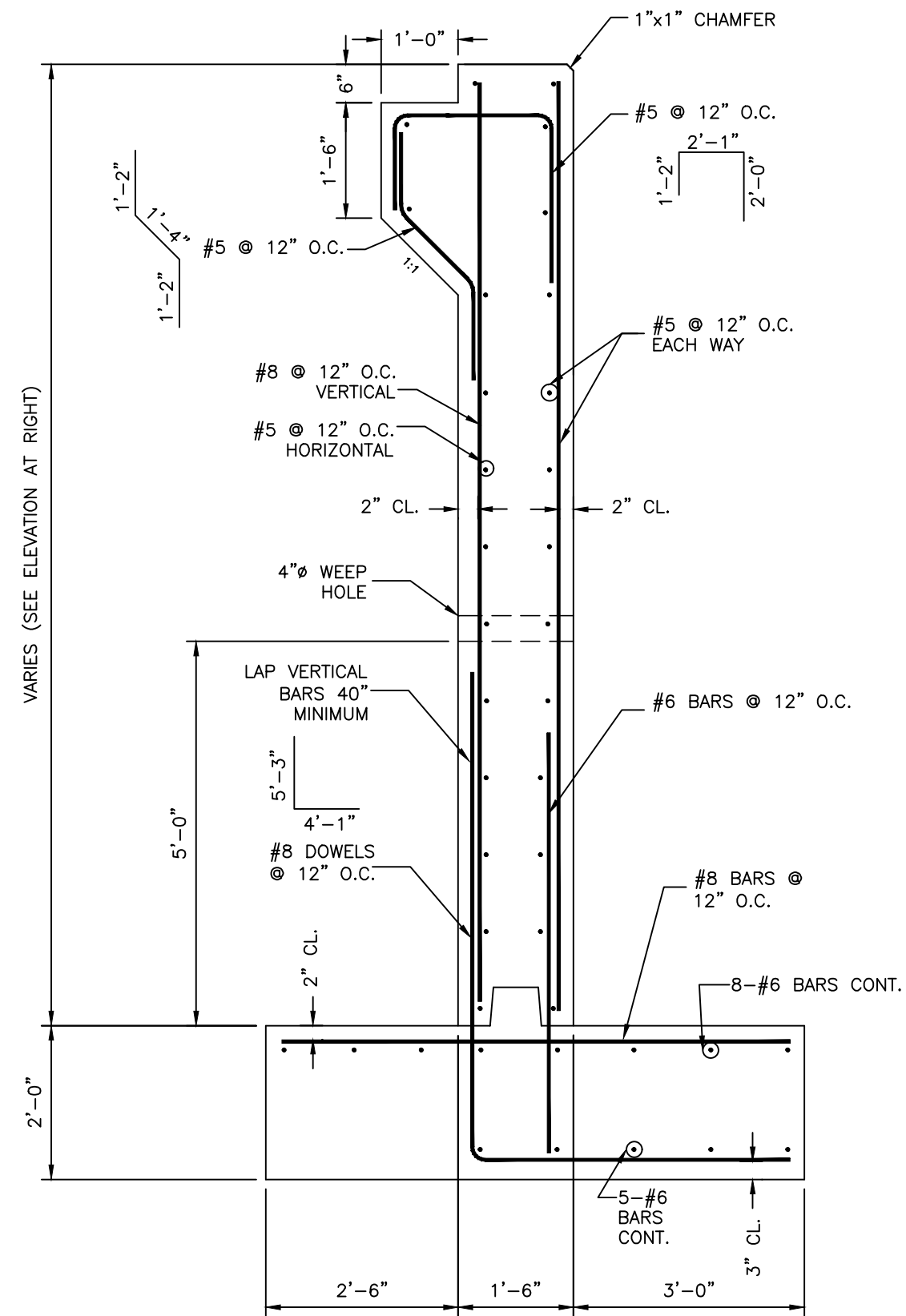
ABUTMENT #2 ELEVATION

SCALE: 1/4"=1'-0"



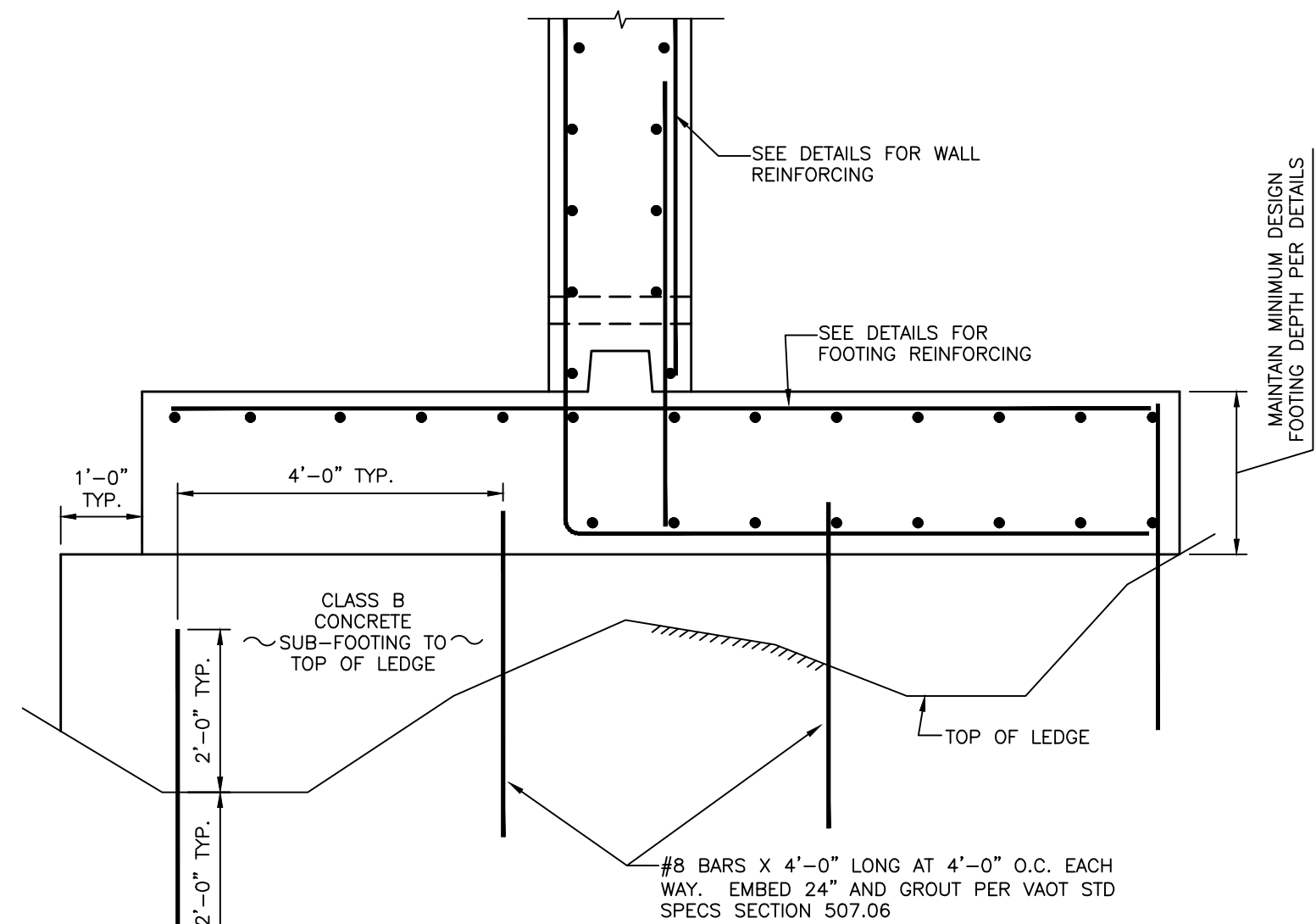
TYPICAL STEPPED WALL FOOTING

SCALE: 1/2"=1'-0"



ABUTMENT #2 CROSS SECTION

SCALE: 1/2"=1'-0"



TYPICAL SUB-FOOTING DETAIL

SCALE: 1/2"=1'-0"

DETAIL TO BE FOLLOWED IF LEDGE IS ENCOUNTERED ABOVE DESIGN FOOTING ELEVATION. ALL MODIFICATIONS TO BE DISCUSSED WITH ENGINEER IN FIELD.

PRELIMINARY — NOT
FOR CONSTRUCTION

REVISION

DATE

NO.

BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL,
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

ABUTMENT #2
PLAN AND
DETAILS

DRAWN BY:

K. MCCUSKER

CHECKED BY:

T. FELLOWS

PROJECT:

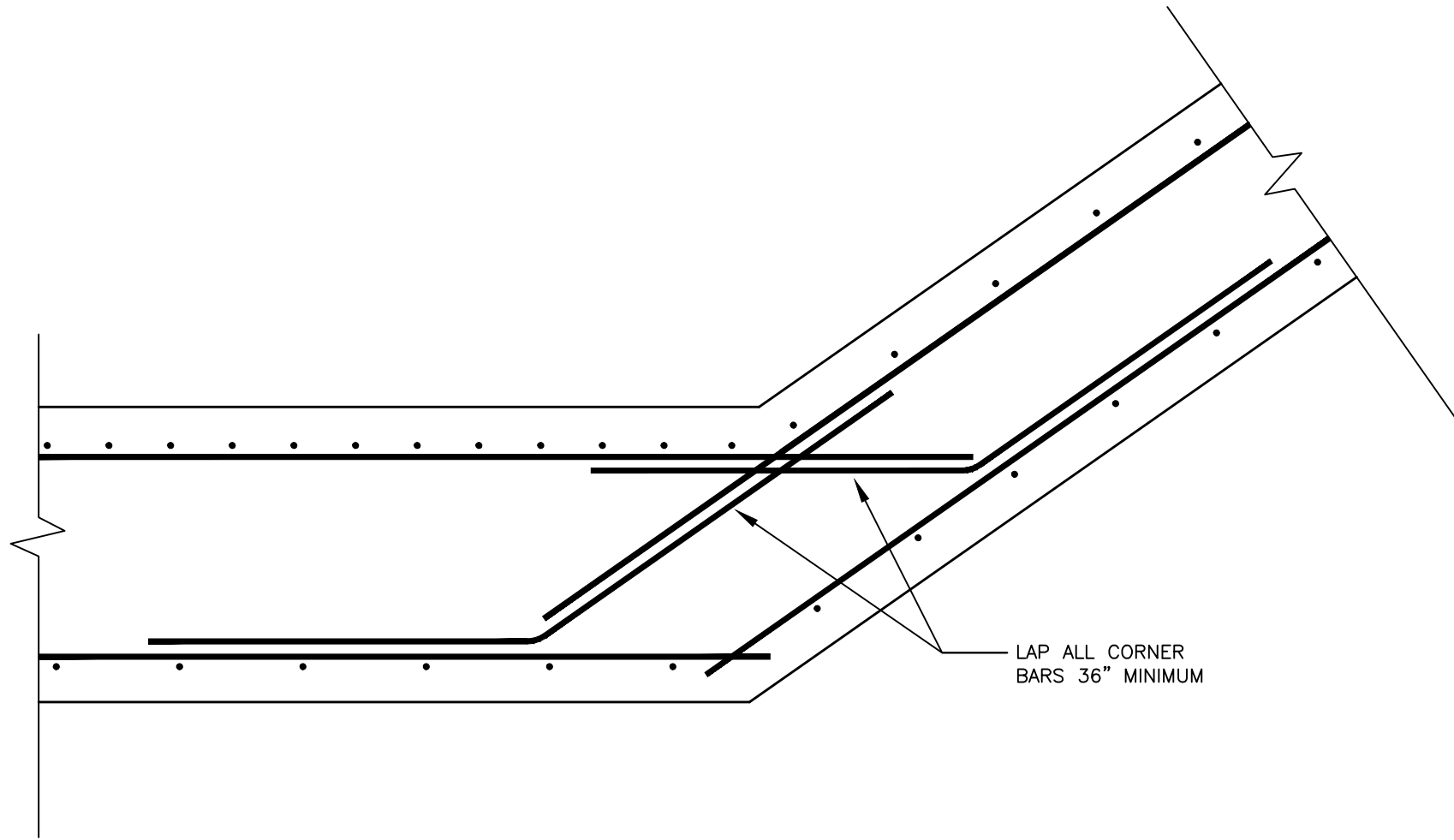
2006

DATE:

06/13/2022

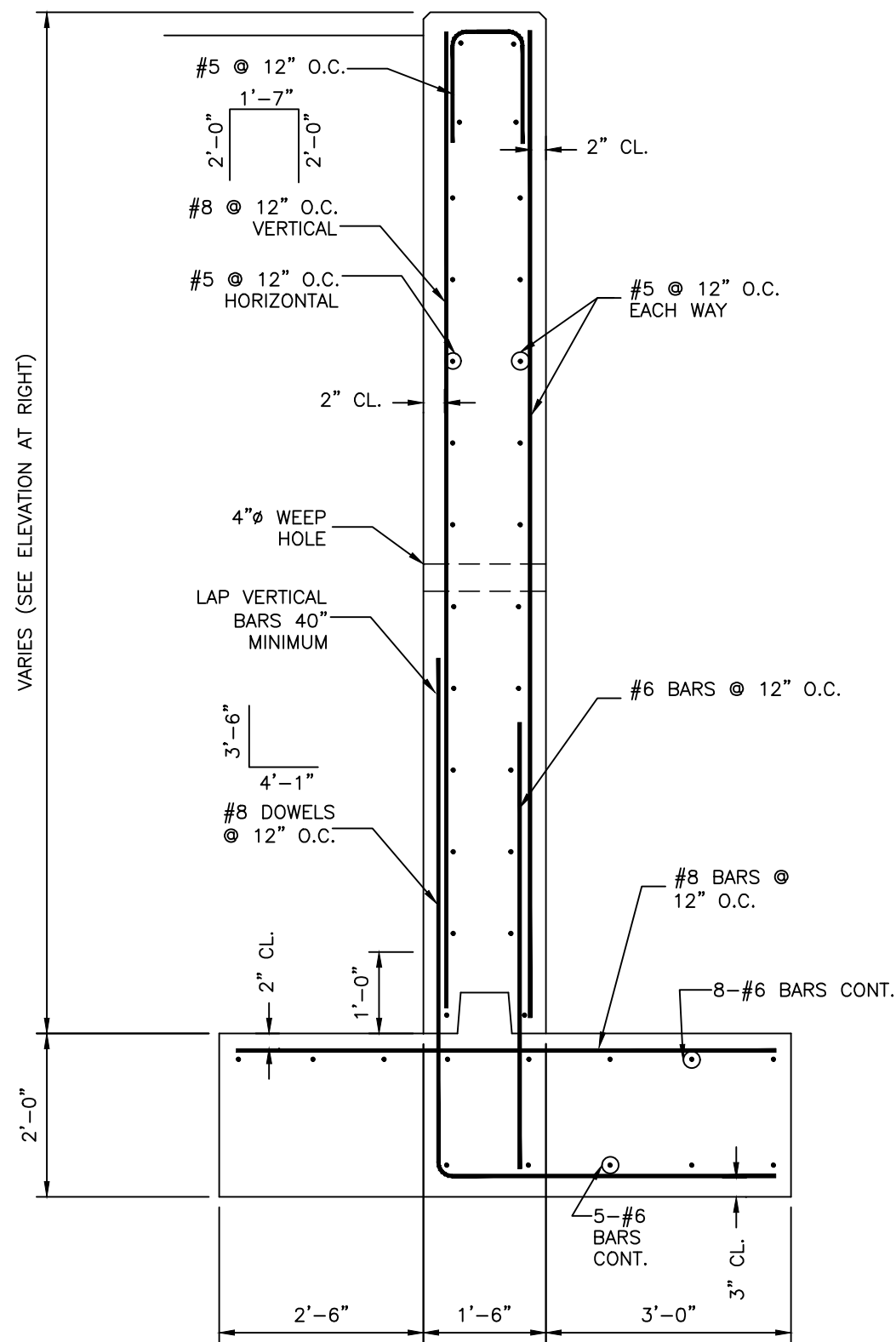
SHEET:

S-4



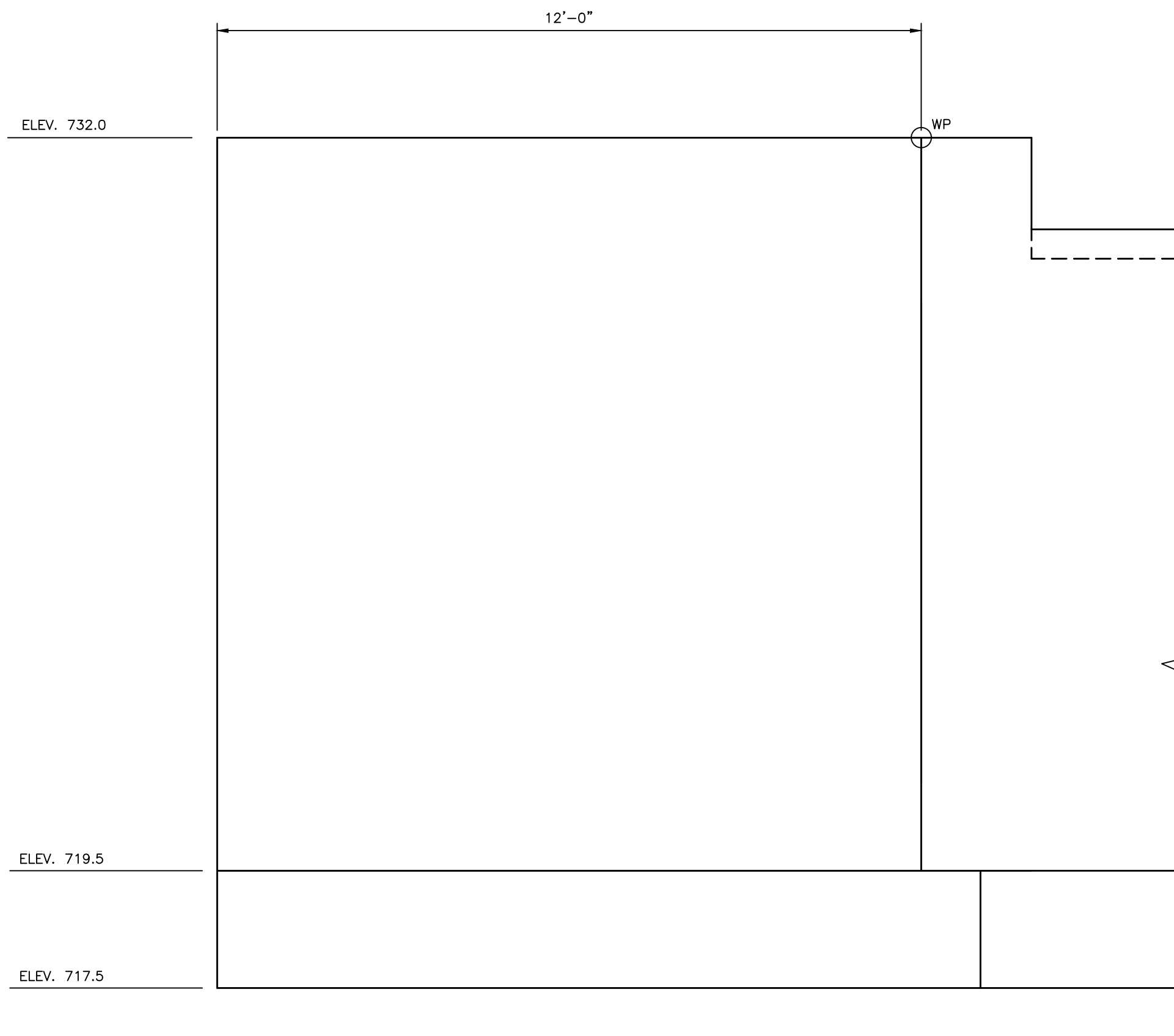
TYPICAL CORNER DETAIL

SCALE: 3/4"=1'-0"



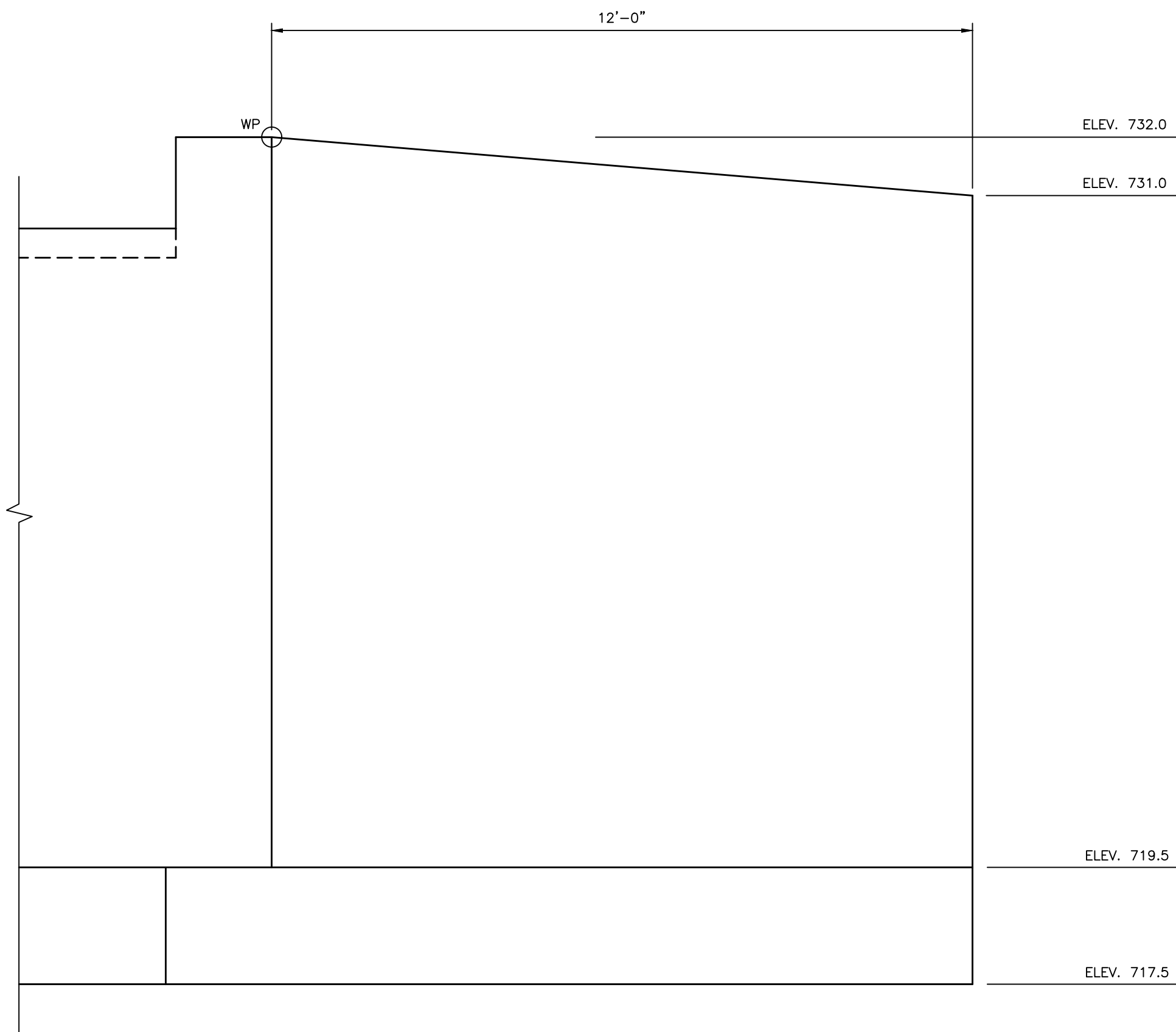
TYPICAL WINGWALL CROSS SECTION

SCALE: 1/2"=1'-0"



WINGWALL #1 ELEVATION

SCALE: 1/2"=1'-0"



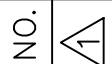
WINGWALL #2 ELEVATION

SCALE: 1/2"=1'-0"

PRELIMINARY – NOT
FOR CONSTRUCTION

REVISION

NO. DATE



BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL,
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

WINGWALL #1
AND
WINGWALL #2
DETAILS

DRAWN BY:
K. MCCUSKER

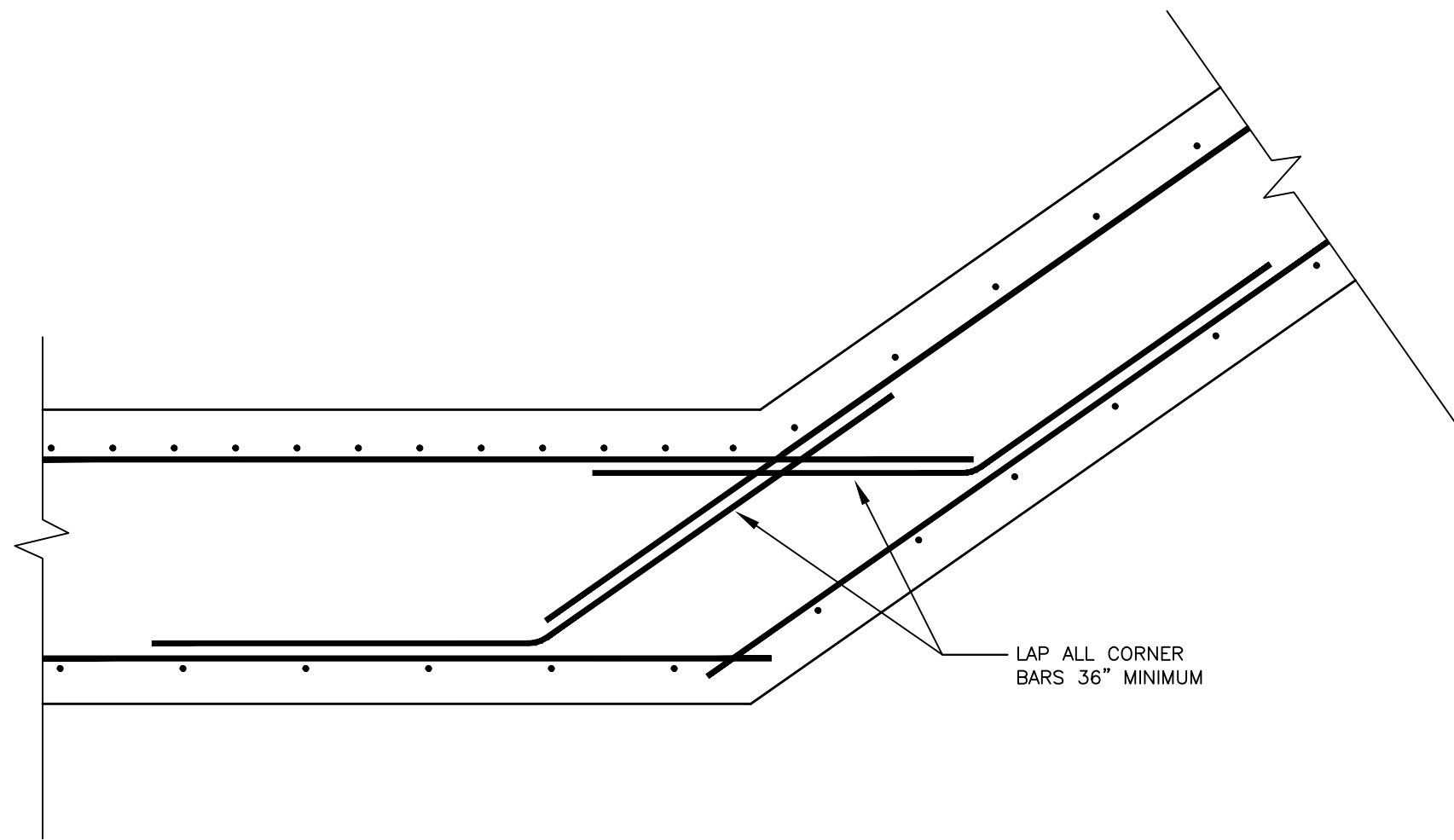
CHECKED BY:
T. FELLOWS

PROJECT:
2006

DATE:
06/13/2022

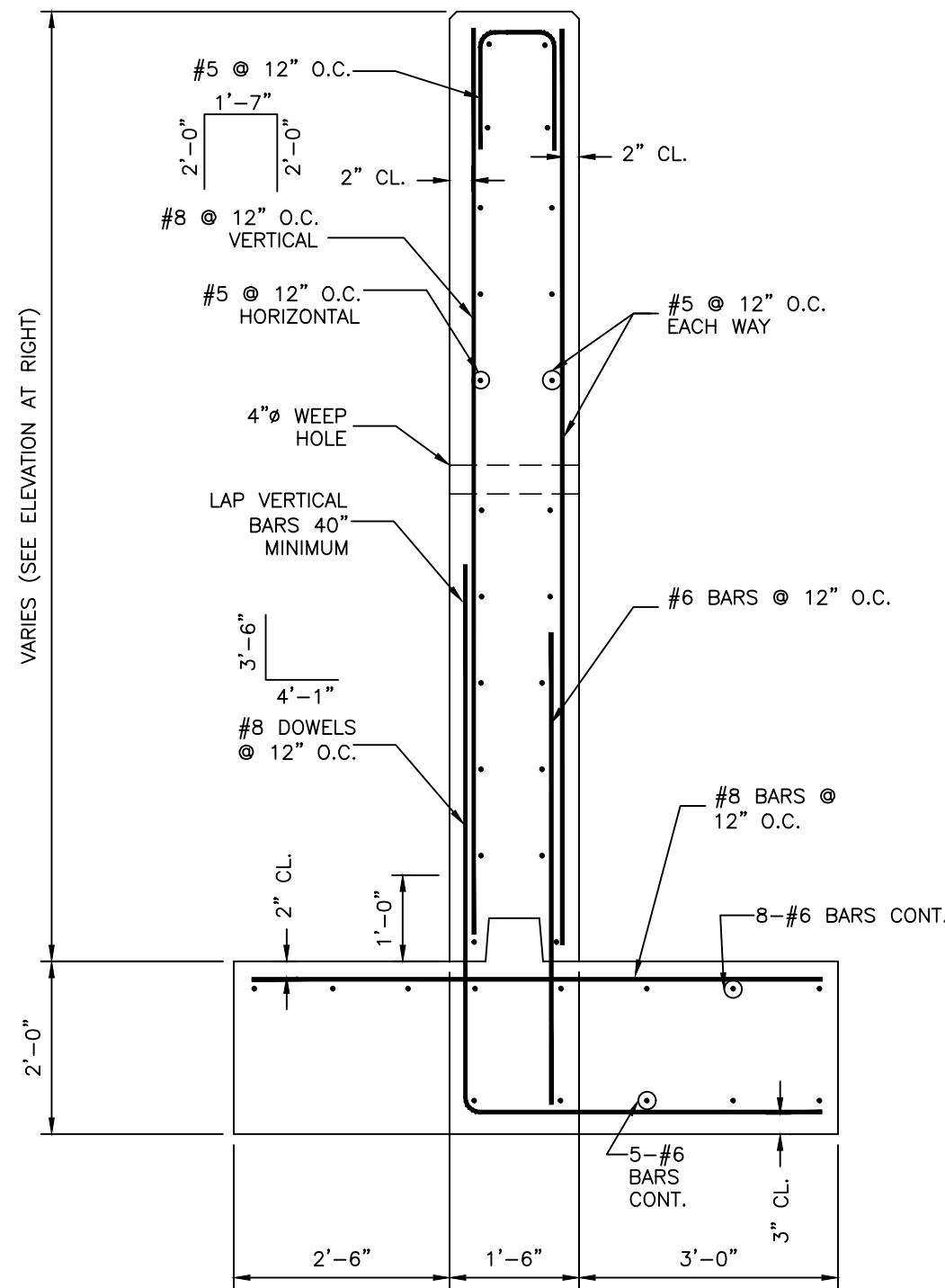
SHEET:

S-5



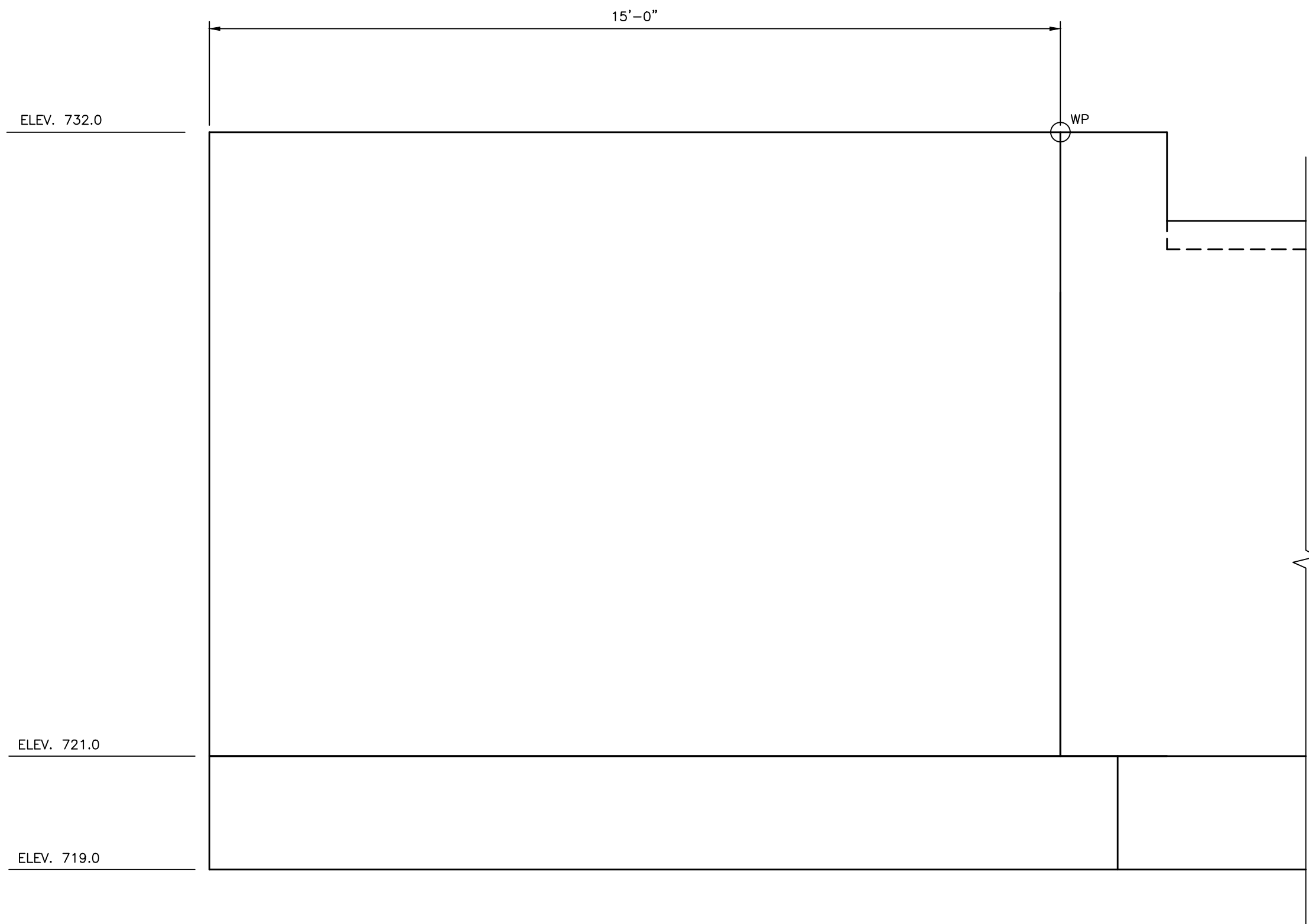
TYPICAL CORNER DETAIL

SCALE: 3/4"=1'-0"



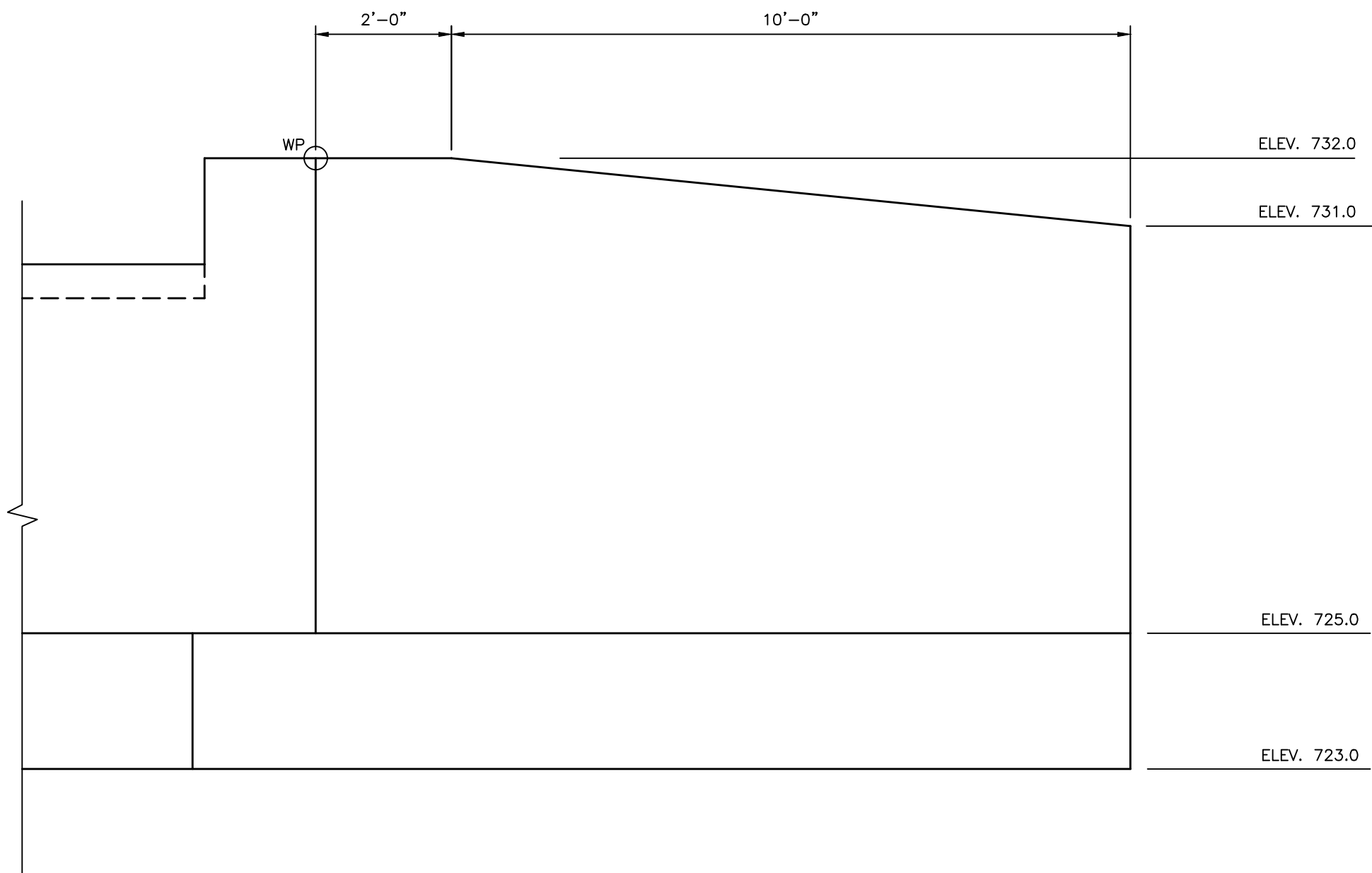
TYPICAL WINGWALL CROSS SECTION

SCALE: 1/2"=1'-0"



WINGWALL #3 ELEVATION

SCALE: 1/2"=1'-0"



WINGWALL #4 ELEVATION

SCALE: 1/2"=1'-0"

PRELIMINARY – NOT
FOR CONSTRUCTION

REVISION

DATE

NO.

BRIDGE 7 REPLACEMENT
PLEASANT VALLEY ROAD (TH1)
UNDERHILL, VT
OWNER/CONTACT: TOWN OF UNDERHILL,
12 PLEASANT VALLEY ROAD
UNDERHILL, VT 05489
802-899-4434

WINGWALL #3
AND
WINGWALL #4
DETAILS

DRAWN BY:
K. McCUSKER

CHECKED BY:
T. FELLOWS

PROJECT:
2006

DATE:
06/13/2022

SHEET:

S-6

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					
PROJECT: Bridge 7 on Pleasant Valley Road					
LOCATION: Underhill, VT					
ENGINEER: T.R. FELLOWS ENGINEERING					
DATE PREPARED: 03/03/2023					
ESTIMATOR: KFM CHECKED BY: TRF					
CONSTRUCTION			COST		
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT	EXTENDED
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$50,000	\$50,000
2	STREAM BYPASS/DEWATER	1	LS	\$25,000	\$25,000
3	SITE EXCAVATION/PREPARATION	800	CY	\$25	\$20,000
4	REINFORCING STEEL, LEVEL 1	29000	LBS	\$2	\$58,000
5	CIP CONCRETE - CLASS B (FOOTINGS)	75	CY	\$1,000	\$75,000
6	CIP CONCRETE - CLASS A (WALLS)	150	CY	\$1,300	\$195,000
7	PRECAST SUPERSTRUCTURE	1	LS	\$122,000	\$122,000
8	BEARING DEVICE ASSEMBLY	20	EA	\$300	\$6,000
9	SUPERSTRUCTURE SET/ERECTION	1	LS	\$50,000	\$50,000
10	STRUCTURAL BACKFILL AND ROAD BASE MATERIAL	400	CY	\$35	\$14,000
11	APPROACH SLABS	50	CY	\$1,000	\$50,000
12	BRIDGE RAIL	100	LF	\$300	\$30,000
13	GUARDRAIL	200	LF	\$50	\$10,000
14	MEMBRANE - TORCH APPLIED	300	SY	\$30	\$9,000
15	PAVING	120	TN	\$150	\$18,000
16	STONE ARMOR	100	CY	\$70	\$7,000
17	SITE RESTORATION	1	LS	\$15,000	\$15,000
CONSTRUCTION SUBTOTAL					\$754,000
CONSTRUCTION INSPECTION, ADMIN, TESTING, PROJECT MANAGEMENT					
1	LEGAL/EASEMENTS (TOWN ATTORNEY)	1	Est.	\$2,000	\$2,000
2	INSPECTION & TESTING (~2% CONSTRUCTION)	1	LS	\$15,000	\$15,000
3	CONSTRUCTION ADMIN/MANAGEMENT (~2% CONSTRUCTION)	1	LS	\$15,000	\$15,000
CONSTRUCTION ENGINEERING SUBTOTAL					\$32,000
CONSTRUCTION + ENGINEERING (2024 dollars)					\$786,000

- Notes
1. Unit costs based on VTrans Average Price List, supplier quotes, and bid information from previous projects.
 2. Engineering design and permitting costs covered under a previous funding source.
 3. As of the date of this estimate, bid pricing in Vermont has been unpredictable and high. Likely causes are limited workforce/contractors, many projects on the market, fuel and material cost escalation. Projections beyond 2024 may vary significantly.









**Certification of Compliance
for
Town Road and Bridge Standards
and
Network Inventory**

We, the Legislative Body of the Municipality of _____ certify
that we have reviewed, understand and comply with the Town Road and Bridge
Standards / Public Works Specifications and Standards passed and adopted by the
Selectboard / City Council / Village Board of Trustees on _____, 20____.

We further certify that our adopted standards do do not meet or exceed the
minimum requirements included in the June 5, 2019 State-approved template.

We further certify that we do do not have an up-to-date highway network
inventory which identifies location, size, deficiencies/condition of roads, bridges,
causeways, culverts and highway-related retaining walls on class 1, 2, and 3 town
highways, and estimated cost of repair.

_____ Date: _____

(Duly Authorized Administrator)

For a summary of your community's road and bridge information
please visit: tinyurl.com/rdsinfo

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS
19 V.S.A. § 306(j)

TA-60

_____ of _____ Fiscal Year _____ Begin _____ End _____

INCOME

DESCRIPTION	ESTIMATED
State Funds - 19 V.S.A. Section 306(a):	
Class 1	\$
Class 2	\$
Class 3	\$
Town Tax Funds – 19 V.S.A. Section 307	\$
Special Funds (e.g., bonds or earmarks):	
a.	\$
b.	\$
c.	\$
TOTAL	\$

EXPENSES

DESCRIPTION	ESTIMATED
Winter Maintenance	\$
Non-Winter Maintenance	\$
Major Construction Projects	
a.	\$
b.	\$
c.	\$
TOTAL	\$

Comments:

This form shall be signed by the appropriate town officials and forwarded to the District Transportation Administrator.

TA-60 Rev 09-13

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS

TA-60

19 V.S.A. § 306(j)

(page 2)

We, the Legislative Body of the Municipality of _____ certify
that funds raised by municipal taxes are equivalent to or greater than a sum of at least **\$300.00**
per mile for each mile of Class 1, 2, and 3 Town Highway in the municipality. (19 V.S.A. 307)

_____ Date:_____

(Duly Authorized Representatives)

The submitted Town Plan meets the requirements of Title 19, Section 306(j).

_____ Date:_____

District Transportation Administrator

INVITATION TO BIDDERS

Sealed bids for paving and associated work in the Town of Underhill will be received at the Town Clerk's Office, 12 Pleasant Valley Road, Underhill Center (mailing address is Town of Underhill, P.O. Box 120, Underhill, VT 05489) until **2:00 P.M. prevailing time on Monday Apr 8, 2024.** Bid opening scheduled at that time. Bids will be forwarded to the Underhill Highway Infrastructure and Equipment Committee for review at their April 15 meeting. Their recommendation will be made to the Selectboard on Thursday April 18.

All bids shall be submitted in a sealed envelope addressed to the Town in care of the Selectboard and marked on the outside with the words "**2024 Underhill Paving Bid**". All bids shall be delivered to the Town Clerk's Office prior to the announced time for opening of bids. Submitted bids shall be on forms provided by the Town. The Bidder shall make every effort to visit the project location and become familiar with the site before the Bid Opening.

The quantities noted for the bid items are approximate only, being given as a basis for the comparison of bids. The Selectboard reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with the Bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial responsibility of any Bidder to determine his or her ability to assure service throughout the term of the contract.

The Bidder shall submit with his or her bid a signed copy of the Town's Hold Harmless Agreement and Bidders Qualification form. Copies of each are provided with this bid package.

Work shall conform to the latest versions of The Vermont Agency of Transportation Standard Specifications for Construction and the Town of Underhill Road Driveway and Trail Ordinance. The successful Bidder will provide satisfactory evidence of insurance prior to award, including:

1. Contractor's Liability Insurance and Worker's Compensation in compliance with Vermont statutory limits.
2. Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Sub-Contractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than \$2,000,000 aggregate

for any such damages sustained by two or more persons in any one accident with the Town of Underhill named as additional insured.

Insurance shall be written with a limit of liability of not less than \$200,000 for all property damages sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

The selected Bidder (Contractor) shall be responsible for providing adequate traffic control and adequate safety/warning signs as required for the project. Failure to provide adequate traffic control, as determined by the Town, may result in the forfeiture of up to 3% of the bid amount. Bidders need to include the cost of traffic control in the bid price.

Bid selection will be awarded by the Selectboard on the basis of the nine (9) criteria enumerated within the municipal Purchasing Policy quoted below.

1. *Total Price and Price per Ton.*
2. *Bidder's ability to perform within the specified time limits.*
3. *Bidder's experience and reputation, including past performance for the Town.*
4. *Quality of the materials and services specified in the bid.*
5. *Bidder's ability to meet other terms and conditions, including insurance and bond requirements.*
6. *Bidder's financial responsibility.*
7. *Bidder's availability to provide future service, maintenance, and support.*
8. *Nature and size of Bidder.*
9. *Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.*

If the award of the contract aggrieves any Bidder, they may appeal in writing to the Town of Underhill Selectboard, P.O. Box 120, Underhill, VT 05489. The appeal must be post-marked within fourteen (14) calendar days following the date of written notice to award the contract. Any decision of the Town of Underhill Selectboard is final.

All questions related to this Invitation to Bid shall be directed to the Town Administrator, Brad Holden, P.O. Box 120, Underhill, VT 05489. Phone (802) 899-4434 ext 7, or email at bholden@underhillvt.gov. For other than routine questions, the Town Administrator will answer in writing and distribute to all prospective contractors that announce their intention to bid.

2024 PAVING PROJECT : Irish Settlement Road

Apply 0.75" Type IV Shim and 1.5" Type III Overlay from the paving joint at Pleasant Valley Road to the end of the existing pavement. The estimated length is 6070 feet and width is up to 24 feet. After paving center and edge lines are to be painted.

Work Included:

The Contractor shall provide adequate traffic control during paving operations, and maintain at least one lane open to vehicular traffic at all times. Prior to paving operations, the Contractor shall review each driveway apron with the Town Road Foreman to address potential drainage conflicts and discuss solutions to mitigate storm water runoff both from the road into each driveway and from individual driveways. All paving intersections will require milling in a fashion to provide a smooth transition over several feet.

The Town of Underhill will provide shoulder gravel from the Town Garage yard. Contractors will provide shoulder machine to apply shoulder material 1.5 feet in width. Contractors will supply trucks to haul material and manage traffic control. The Town of Underhill will load trucks in their yard with the Town loader.

After paving is completed center and edge lines are to be painted.

After the project award the Contractor will coordinate with the Kurt Johnson and the Town Administrator Brad Holden to determine the full extent of the 2024 Underhill paving project to insure the project stays within the Town budget.

All paving bids will follow the VTRANS Asphalt Price Adjustment index. The April 2024 index (Tbd at bid acceptance) will be used as the start point for this year.

Timeframe for paving :

Work may commence after July 1 with completion by October 15. It is also an option to perform this work on a weekend by coordinating an appropriate date with the Town. Contractor must notify Kurt Johnson (802-760-0769) or Brad Holden (802-899-4434 ext 7) two weeks prior to when work is planned to commence.

Quotation for 2024 Paving Project:

Item Description	Unit	Unit Price	Quantity	Total \$
Irish Settlement	Ton		2025	
Center Double Line Striping	LF		12,140	
Edge lines	LF		12,140	
Gravel Shoulders	LF		12,140	

Total price for 2024 Underhill Paving Project based on estimated quantities:

\$ _____

In Words:

SUMMARY OF PAVING BASE BID

Project No.

Road Name

Bid Amount

2024-P1

Underhill Paving Project

\$ _____

Bid Submitted By:

_____ Signature of Principal	_____ Name of Firm
_____ Name of Principal (PRINT)	_____ Mailing Address
_____ Date	_____ City, State, Zip
_____ Phone Number (office)	_____ Fax Number
_____ Phone Number (cell)	_____ Email Address

Bid Acceptance by Underhill Selectboard at their meeting of April 18, 2024.

For the Underhill Selectboard,

_____ Dan Steinbauer, Chair

LIABILITY HOLD-HARMLESS AGREEMENT

for use with
Sole Proprietors and Owner Partners of Unincorporated
Businesses

In consideration of the agreement of the Town of Underhill, VT to engage my company and me to perform certain services for the Town,

_____ (company) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Underhill, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the Town of Underhill, Vermont.

☐ Valid, current, certificate of insurance is attached.

Authorized Representative of Firm:

Print Name: _____

Sign Name: _____

Date: _____

CERTIFICATION OF BIDDERS QUALIFICATIONS
AND USE OF SUBCONTRACTED SERVICES

The data must be included in and made part of the submittal bid documents. Failure to comply may be regarded as justification for rejecting the Bidders proposal. Additional pages may be added as necessary by the Bidder.

The names and residences of all person and parties interested in their proposal as principals are as follows: (Note: Give the first and last names in full. If a corporation, give names of all officers and directors. If a partnership, give name of all partners).

The undersigned agrees that all work to be performed by sub-contractors and the approximate amount to be paid the sub-contractors, is as listed bellow. All sub-contractors must be listed and all sub-contractors must be approved by the Town of Underhill.

Description of Sub-contract	Name and Address of Sub-Contract	Approximate Amount of Sub-Contract
-----------------------------	----------------------------------	------------------------------------

The Undersigned submits the following information to enable the Town of Underhill to judge his or her experience and ability to perform the proposed work.

1. Name(s) of resident supervisor(s) who will be assigned to this Project. State any of their special qualifications.

2. How many years has your organization been in business under the name in which you propose to execute this Contract? _____
3. What projects has your present organization completed of character similar to the proposed? (Give the information indicated by the following tabulation).

Name/Address of Owner for Whom Work Was Done	Work Done as Contractor or Sub-Contractor	Description of Work	Approx. Amount of Contract	Approx. Date Work Completed
--	---	---------------------	----------------------------	-----------------------------

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

CERTIFICATION IS SUBMITTED BY:

Name of Contractor

Authorized Signature

Title

Business Address

Date

FOURTH CALL FOR APPLICATIONS FOR CLEAN WATER PROJECTS IN THE LAMOILLE BASIN

ISSUED FEBRUARY 7, 2024

PROPOSALS DUE MARCH 14, 2023 @ 5:00 PM

A. Introduction

The Northwest Regional Planning Commission (NRPC), in its role as the Clean Water Service (CWSP) Provider for Basin 7 (Lamoille watershed), is again accepting applications for funding for projects that improve water quality. Projects must be in keeping with the vision set forth by Act 76, the Clean Water Service Delivery Act, and policies and guidance set forth by [the Vermont Department of Environmental Conservation](#) to implement the Act. **The CWSP has ample funding available to carry out eligible projects in the basin.**

B. Eligible Projects

Projects eligible for funding must be best management practices or other programs designed to improve water quality. Projects must not be required by a permit (10 VSA, Chapter 47), or subject to the requirements of Vermont Agricultural Water Quality statutes (6 V.S.A, Chapter 215). Funding may be available for the portion of projects that exceed requirements set forth in the statutes above. Project eligibility shall be determined by the Clean Water Initiative Program [FY23 funding policy](#) issued December 2022.

• Eligible Project Types

Agricultural Pollution Prevention – Project Identification
Agricultural Pollution Prevention – Engineering Design
Agricultural Pollution Prevention – Implementation
Road Erosion Inventory - Project Identification
Road Project – Preliminary Engineering Design
Road Project – Final Engineering Design
Road Project – Implementation
Stormwater/Road Equipment
Stormwater – Illicit Discharge Detection and Elimination (IDDE)
Stormwater Master Plan - Project Identification
Stormwater – Preliminary Engineering Design
Stormwater – Final Engineering Design
Operational Stormwater Permit Obtainment
Stormwater – Implementation
Roads/Stormwater Gully - Design
Roads/Stormwater Gully - Implementation
Forest Road Erosion Inventory - Project Identification
Forestry – Design
Forestry – Implementation
Forestry – Equipment
Lake Wise Assessments - Project Identification
Lake Watershed Action Planning (LWAP) - Project Identification
Lake Shoreland – Preliminary Engineering Design
Lake Shoreland – Final Engineering Design
Lake Shoreland – Implementation
Stream Geomorphic Assessment Phase 1 - Project Identification
Stream Geomorphic Assessment Phase 2 (River Corridor Plan) - Project Identification
Dam Removal- Project Identification
Dam Removal – Preliminary Engineering Design
Dam Removal – Final Engineering Design
Dam Removal – Implementation
Floodplain/Stream Restoration – Preliminary Engineering Design
Floodplain/Stream Restoration – Final Engineering Design
Floodplain/Stream Restoration – Implementation
River Corridor and Wetland Easement – Design
River Corridor and Wetland Easement – Implementation
Riparian Buffer Planting
Wetland Restoration – Project Identification
Wetland Restoration – Preliminary Engineering Design
Wetland Restoration – Final Engineering Design
Wetland Restoration – Implementation
Project Development
Block Grants
Work Crew Block Grants
Operations and Maintenance

- **Currently Eligible Project Phases**

- i. Assessments / Identification
- ii. Development
- iii. Design
 - 30% AKA Preliminary
 - 100% AKA Final
- iv. Implementation ¹

For details relating to the eligible project types and phases , see the [FY23 funding policy](#).

C. Eligible Entities

The CWSP is authorized to provide grant funding to qualified non-profit watershed organizations, natural resource conservation districts, regional planning commissions, other non-profit organizations, and municipalities. Projects not sponsored by one of these entities may still be eligible for funding via contracted services. Ineligible entities include Private citizens, individuals; Private for-profit businesses and industries; Private for-profit colleges and universities; Federal agencies.

D. Evaluation Process

All design and/or implementation projects will be evaluated using the CWSP's prioritization system. This system emphasizes phosphorus reduction benefits (estimated using DEC's [Interim Phosphorus Reduction Calculator Tool v1](#) and other DEC approved methods) and phosphorus reduction cost effectiveness. The model also considers project life span, operation and maintenance costs, conformance with applicable Tactical Basin Plan, and Co-benefits identified in the application materials.

A list or lists of eligible projects will be presented to the CWSPs Basin Water Quality Council ([BWQC](#)). The BWQC will meet quarterly to evaluate projects and recommend qualified projects for advancement.

E. Awards Process

Determination of project awards will take place at or following the quarterly BWQC meetings. Once the BWQC finalizes a list or lists of projects for funding and the CWSP confirms the project's eligibility, they will take one of the two paths below.

1. For projects with a sponsor that is an eligible prequalified entity, the CWSP will determine if the entity has the experience and financial and staffing capacity to carry out the project. If so, the CWSP will develop a subgrant or contract with the sponsoring entity, depending on the nature of the work. If not, the project will follow the second path.
2. For projects lacking an eligible prequalified sponsor, or if the sponsor does not have the capacity to manage the project, the CWSP will either manage the project or identify another entity to manage the project following the CWSPs procurement process.

¹ Although the Funding Policy authorizes use of CWSP funds for Operation and Maintenance activities, those activities will be the subject of a Call for Applications issued in the next few months.

F. Application

- To apply, please fill out the new project application form for this funding round.
<https://app.smartsheet.com/b/form/89d3b8fd56dc4f8a9ccea2bb2e916f35>
- In addition to answering the questions in the form, you will need to upload the following documents:
 - Indication of Landowner support (if applicable);
 - Completed [DEC screening form](#);
 - Completed DEC [Interim Phosphorus Reduction Calculator Tool v1.0](#) (if applicable);
 - Project budget;
 - Map of Project Area;
 - Project Schedule.
- If applicable, you also need to supply a [Vermont Division for Historic Preservation Project Review Form](#)

G. How this call for projects compares with the first

- This call for projects will resemble the first in most respects. One difference may be that at the time of prioritization construction/implementation projects are prioritized separately from design projects. (A final decision has not been made.)

H. Additional Information

For additional information, or if you have any questions, please contact

Dean Pierce dpierce@nrpcvt.com 802-524-5958

Also please visit the CWSP Projects & Funding page at

<https://www.nrpcvt.com/services-programs/water-resources/cwsp-projects-funding/>

and NRPC's RFQ page at

<https://www.nrpcvt.com/about-nrpc/rfp-rfq/>

for any updates relating to the application process.

GOSS, JACQUELINE
TO
UNDERHILL, TOWN OF

DISCHARGE EASEMENT
Rights required from Jacqueline R. Goss

Underhill Town Highway Project
Range Road Drainage Project
Town Highway #44

Being a part of the same land and premises conveyed to Jacqueline R. Goss by Richard & Ardelle Villeneuve by Warranty Deed dated December 1, 1975 and recorded in Volume 45, pages 200 and 201 of the Town of Underhill Land Records, and being more particularly described as follows:

Being a portion of land, shown as Lot 9 on a Richard Villeneuve Survey entitled *Plat of Survey Land for Richard & Ardelle Villeneuve*, dated August, 1975. Said plat is recorded in the Underhill Land Records as Hanging File #13A. See also Land Use Permit #EC4-0081

In connection with the above parcel the following easements and/or rights are conveyed:

An easement to continue discharging water through, and maintaining, the existing 24" concrete culvert located approximately 0.17 miles south of the Range Road and Main Street intersection, and thereby the right to discharge water through said culvert onto the land of the Grantor.

A temporary easement for the period of construction, to enter upon lands of Jacqueline R. Goss for construction purposes relative to the relocation of the drainage pattern. Limited tree removal is allowed only as necessary for relocation.

Witnesses:

Nancy C. Bradford
Brian B. [Signature]

Grantors:

Jacqueline R. Goss

Before Me,

Nancy C. Bradford
Notary Public

Received for record December 13, 1995 at 8:00 A.M.

ATTEST: Nancy C. Bradford, Town Clerk

T. J. McGUIRE

B.M. = 2.8

S.I.R. 18" M

817.98

Pasture

2-Ditch

3' Ditch

537°17'W

1000 1000 1000 1000 1000

Iron Fe

Remove
Item 10

Gare

Gate

Sta 141+71 Pt
Const Approach

PC 141+821

CATHOLIC CEMETERY

PC 14
Sta 142+71 R+
Const. Approach

Sta 143+75 Rt.
Const. Approach

P. L. MYRTLE M. CASEY

SOUTH
HILL
DRIVE

2.8
Sta 43+49.5-
24" RCP 44' Long (OS
Const Outlet Ditch
See Sheet 5-28
Pasture

143-528

$$\Delta 6^{\circ}50' R+$$
$$D 2^{\circ}$$

PT 1454230





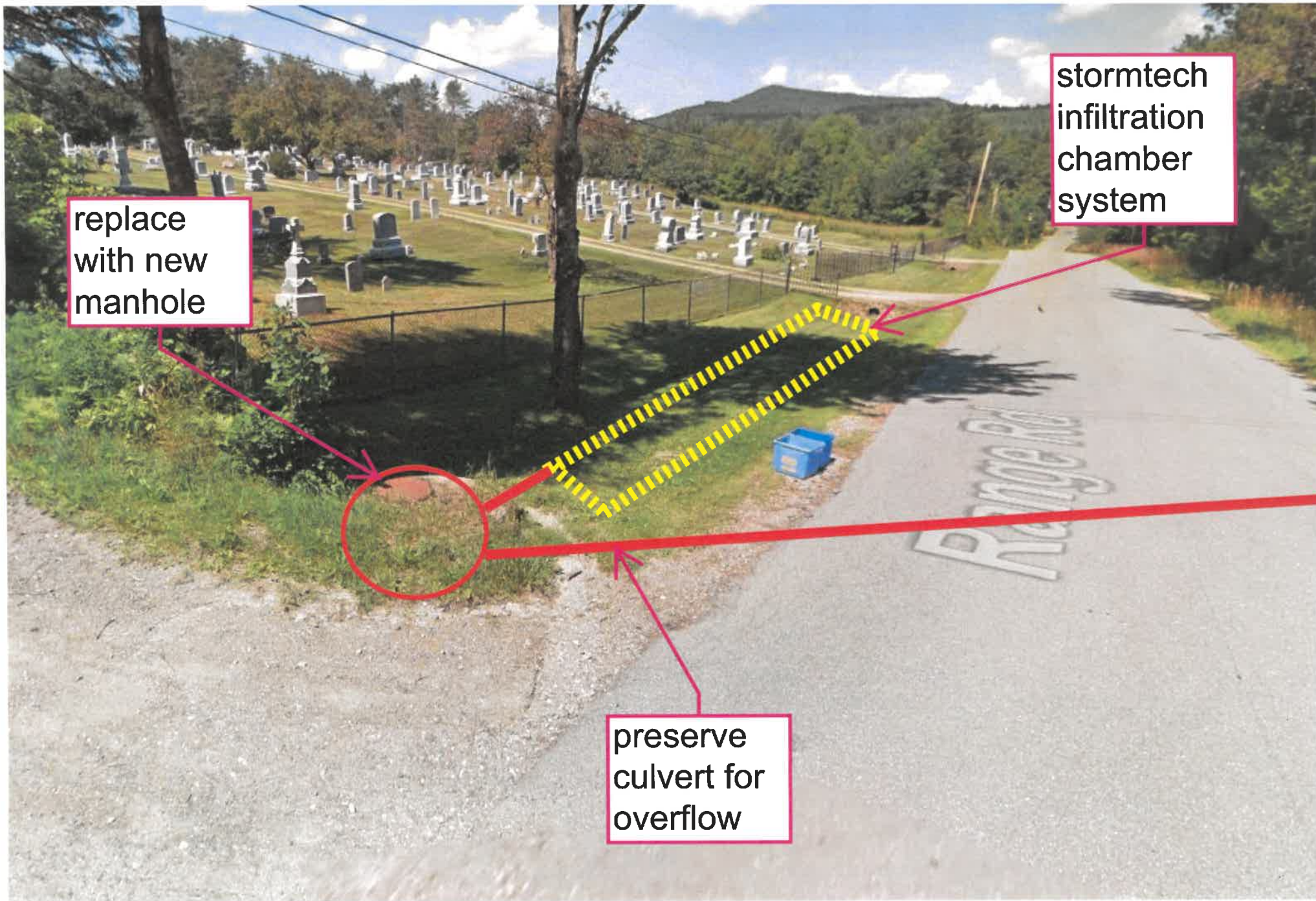
DRIVEWAY

Brookland
Wetland

EROSION

Wash
out





replace
with new
manhole

stormtech
infiltration
chamber
system

preserve
culvert for
overflow

StormTech® SC-740 Chamber

Designed to meet the most stringent industry performance standards for superior structural integrity while providing designers with a cost-effective method to save valuable land and protect water resources. The StormTech system is designed primarily to be used under parking lots, thus maximizing land usage for private (commercial) and public applications. StormTech chambers can also be used in conjunction with Green Infrastructure, thus enhancing the performance and extending the service life of these practices.



Nominal Chamber Specifications (not to scale)

Size (L x W x H)
85.4" x 51" x 30"
2,170 mm x 1,295 mm x 762 mm

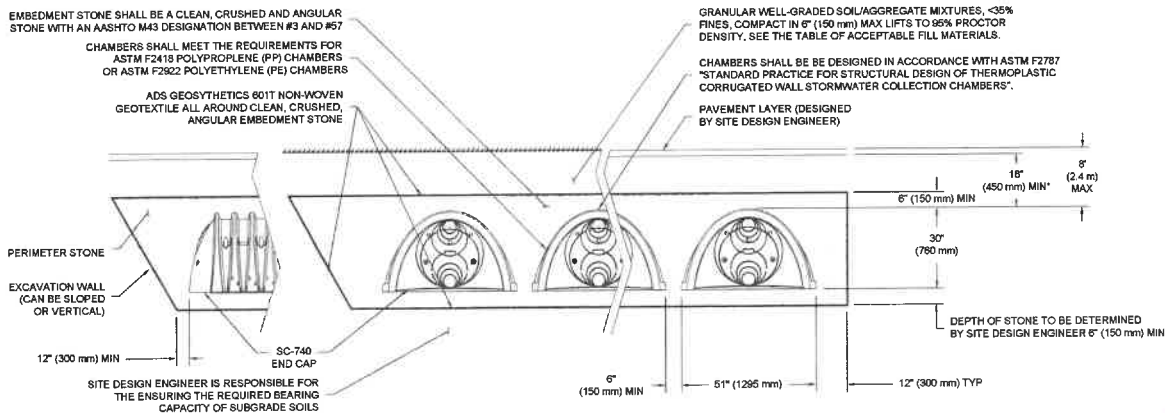
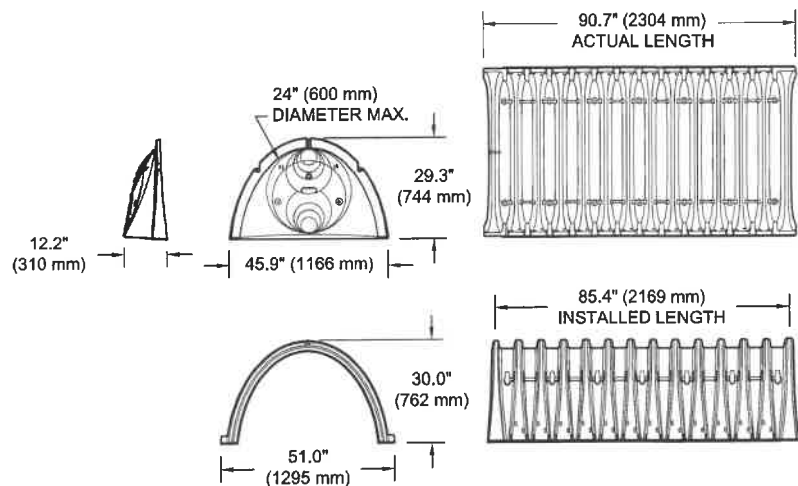
Chamber Storage
45.9 ft³ (1.30 m³)

Min. Installed Storage*
74.9 ft³ (2.12 m³)

Weight
74.0 lbs (33.6 kg)

Shipping
30 chambers/pallet
60 end caps/pallet
12 pallets/truck

*Assumes 6" (150 mm) stone above, below and between chambers and 40% stone porosity.



*MINIMUM COVER TO BOTTOM OF FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING FROM VEHICLES MAY OCCUR, INCREASE COVER TO 24" (600 mm).

StormTech SC-740 Specifications

Cumulative Storage Volumes Per Chamber

Assumes 40% Stone Porosity. Calculations are Based Upon a 6" (150 mm) Stone Base Under Chambers.

Depth of Water in System Inches (mm)	Cumulative Chamber Storage ft ³ (m ³)	Total System Cumulative Storage ft ³ (m ³)
42 (1067)	45.90 (1.300)	74.90 (2.121)
41 (1041)	45.90 (1.300)	73.77 (2.089)
40 (1016)	45.90 (1.300)	72.64 (2.057)
39 (991)	45.90 (1.300)	71.52 (2.025)
38 (965)	45.90 (1.300)	70.39 (1.993)
37 (940)	45.90 (1.300)	69.26 (1.961)
36 (914)	45.90 (1.300)	68.14 (1.929)
35 (889)	45.85 (1.298)	66.98 (1.897)
34 (864)	45.69 (1.294)	65.75 (1.862)
33 (838)	45.41 (1.286)	64.46 (1.825)
32 (813)	44.81 (1.269)	62.97 (1.783)
31 (787)	44.01 (1.246)	61.36 (1.737)
30 (762)	43.06 (1.219)	59.66 (1.689)
29 (737)	41.98 (1.189)	57.89 (1.639)
28 (711)	40.80 (1.155)	56.05 (1.587)
27 (686)	39.54 (1.120)	54.17 (1.534)
26 (660)	38.18 (1.081)	52.23 (1.479)
25 (635)	36.74 (1.040)	50.23 (1.422)
24 (610)	35.22 (0.977)	48.19 (1.365)
23 (584)	33.64 (0.953)	46.11 (1.306)
22 (559)	31.99 (0.906)	44.00 (1.246)
21 (533)	30.29 (0.858)	1.85 (1.185)
20 (508)	28.54 (0.808)	39.67 (1.123)
19 (483)	26.74 (0.757)	37.47 (1.061)
18 (457)	24.89 (0.705)	35.23 (0.997)
17 (432)	23.00 (0.651)	32.96 (0.939)
16 (406)	21.06 (0.596)	30.68 (0.869)
15 (381)	19.09 (0.541)	28.36 (0.803)
14 (356)	17.08 (0.484)	26.03 (0.737)
13 (330)	15.04 (0.426)	23.68 (0.670)
12 (305)	12.97 (0.367)	21.31 (0.608)
11 (279)	10.87 (0.309)	18.92 (0.535)
10 (254)	8.74 (0.247)	16.51 (0.468)
9 (229)	6.58 (0.186)	14.09 (0.399)
8 (203)	4.41 (0.125)	11.66 (0.330)
7 (178)	2.21 (0.063)	9.21 (0.264)
6 (152)	0 (0)	6.76 (0.191)
5 (127)	0 (0)	5.63 (0.160)
4 (102)	0 (0)	4.51 (0.128)
3 (76)	0 (0)	3.38 (0.096)
2 (51)	0 (0)	2.25 (0.064)
1 (25)	0 (0)	1.13 (0.032)

Note: Add 1.13 ft³ (0.032 m³) of storage for each additional inch (25 mm) of stone foundation.

ADS StormTech products, manufactured in accordance with ASTM F2418 or ASTM F2922, comply with all requirements in the Build America, Buy America (BABA) Act.

Working on a project?

Visit us at adspipe.com/stormtech and utilize the Design Tool



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 StormTech is a registered trademark of StormTech, Inc.
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Storage Volume Per Chamber ft³ (m³)

	Bare Chamber Storage ft ³ (m ³)	Chamber and Stone Foundation Depth in. (mm)		
		6 (150)	12 (300)	18 (450)
SC-740 Chamber	45.9 (1.3)	74.9 (2.1)	81.7 (2.3)	88.4 (2.5)

Note: Assumes 6" (150 mm) stone above chambers, 6" (150 mm) row spacing and 40% stone porosity.

Amount of Stone Per Chamber

English Tons (yds ³)	Stone Foundation Depth		
	6"	12"	18"
SC-740	3.8 (2.8)	4.6 (3.3)	5.5 (3.9)
Metric Kilograms (m ³)	150 mm	300 mm	450 mm
SC-740	3,450 (2.1)	4,170 (2.5)	4,490 (3.0)

Note: Assumes 6" (150 mm) of stone above and between chambers.

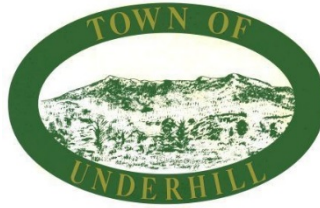
Volume Excavation Per Chamber yd³ (m³)

	Stone Foundation Depth		
	6 (150)	12 (300)	18 (450)
SC-740	5.5 (4.2)	6.2 (4.7)	6.8 (5.2)

Note: Assumes 6" (150 mm) of row separation and 18" (450 mm) of cover. The volume of excavation will vary as depth of cover increases.

adspipe.com

800-821-6710



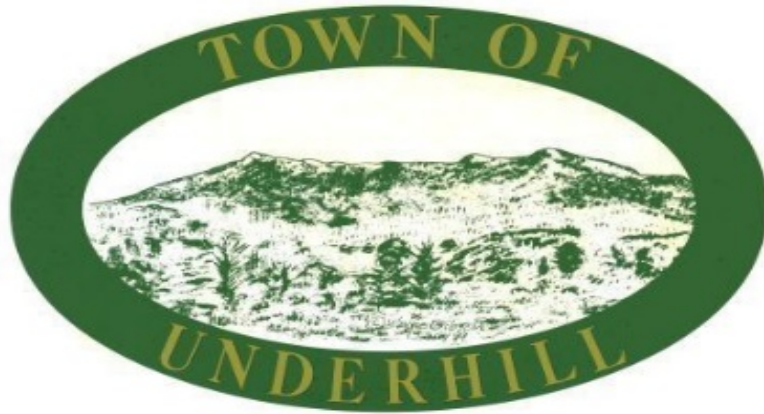
Assessor's Office
PO Box 120
Underhill VT 05489
abosley@underhillvt.gov
802-899-4434 ext. 3

Hello again Selectboard!

Here is the un-marked up copy of the Street Naming, Numbering, Addressing ordinance that we talked about last meeting. Bob, I think you had to leave during the conversation last meeting so let me know if you have any other comments.

Thanks!

Amanda



An Ordinance Regarding Street Naming, Street Numbering and Street Addressing

Adopted October 14, 1996

Amended _____, 2024

Section I – Purpose

In accordance with 24 VSA §2291(16) and 24 VSA §4421 the Selectboard of the Town of Underhill hereby establishes the following ordinance regarding: Street Naming, Street Numbering and Street Addressing. The purpose for this ordinance is to establish a more uniform street naming and street addressing system throughout the Town of Underhill and easily locatable addresses that will have a number of beneficial results

- a. It will enable emergency services to arrive at a scene faster and provide the basis for Enhanced 911 Emergency response system.
- b. Delivery addresses will be easier to find.
- c. Visitors to Underhill will be able to find an address and know where they are in case of emergency.

Section II – Street Naming

1. Every street and road, both public and private, shall be named. For the purposes of this ordinance, a private street shall consist of any means of access, maintained year round including shared driveways on which are located three (3) or more dwellings or other addressable locations. And addressable location shall consist of any dwelling, apartment, mobile home, place of business or any other location described in the E911 Addressing Standards approved on August 30, 2022.
2. In the future, any new development must meet the guidelines of this ordinance and the E911 Addressing Standards.
3. All road names must be a separate and distinct name. No two roads shall have the same or similar sounding names. No new road shall have any currently used name in the Town of Underhill or other town serviced by the UJFD. Furthermore, the Underhill Selectboard may change the names of the streets both public and private, (after a duly warned public hearing) within the Town when necessary to promote public welfare and safety.

Section III – Administration

1. A uniform system of numbering properties and principal buildings as shown on property tax maps which are maintained by the E911 Coordinator is hereby adopted for use in the Town of Underhill.
2. The E911 Coordinator shall number parcels as necessary and update the property tax maps annually according to the method of numbering set forth in Section IV. Existing numbering of

parcels not in conformity with this chapter shall be changed to conform to the system herein adopted to maintain the integrity of the overall system and to protect public safety.

3. Prior to the issuance of any building permit, the developer of any subdivision or other construction resulting in additional streets or roads or additional addressable locations shall furnish a plan proposing the street names assigned in accordance with this ordinance to the Town Planner/Zoning Officer, who, with the E911 Coordinator, will certify its conformity with the requirements and principles of the Ordinance and update appropriate Town Records.

4. Upon the issuance of any building permit, the E911 Coordinator shall assign a street number to any new addressable location, whether in any subdivision or not, in accordance with the principles of this Ordinance.

5. In instances in which a third dwelling or other addressable location is permitted to be constructed on a private road not previously named by reason of having fewer than three such locations, the Town E911 Coordinator shall oversee a process of naming such road in a manner consistent with this Ordinance. Such name shall not be final until accepted by the Selectboard.

Section IV – General Numbering Guidelines

1. All existing roads will be measured along their centerlines in segments of one hundred (100) feet from a designated starting point. Such starting point shall be the intersection of the centerline of the road with that of another road, usually the intersection of a larger road. Odd numbers shall be assigned to the LEFT side of the road and even numbers to the RIGHT side of the road.

2. All new roads, as per the E911 addressing standards, will use a 1/1000th of a mile (5.28ft) addressing system. The addresses must be assigned based on the distance from the beginning of the road to the driveway access of the structure. Odd numbers shall be assigned to the LEFT side of the road and even numbers to the RIGHT side of the road.

3. All numbers shall be properly affixed on or near the front entrance or in some other manner visible from the street. If a number when affixed to the house is not visible from the road, all numbers shall be located at the outlet of the driveway, and , if more than one dwelling uses the driveway (shared driveway), numbers shall be located on the left and right sides of the driveway in a manner corresponding to the relationship between the dwellings.

4. Numbers must be easily legible figures not less than four inches (4") high and are required to use green address signs with white reflective numbers. Numbers are available at the Underhill Jericho Fire Department for a fee.

Section V – Street Signs

1. All signs shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) current edition. Signs must be green with a white border and High Intensity Prismatic (HIP) vinyl. Signs must be 12" in height with 8" letters mounted a minimum of 7ft above the roads surface. Signs that are less than 36" in width will be double faced with one 2" breakaway post. Signs greater than 36" in width will be two single faced signs mounted on two 2" breakaway posts. Additionally, in conformance with Vermont Agency of Transportation (VAOT) regulations, all signs designating private roads shall display the prefix "PVT" after the road name.
2. The Town of Underhill's Highway department will purchase, install and maintain all road signs to the highest degree possible.
3. There will be a \$500.00 fine for any vandalism (stealing, defacing or destroying) of public signs within the Town of Underhill.
4. Vanity road signs are not permitted. All driveways that are not subject to town issued road names shall not install any sign that is similar or gives the appearance of being an officially named road. The Town of Underhill Highway Department is authorized to remove any vanity signs that impact the safety and wellbeing of the community.

Section VI – Public Notice and Implementation

1. Public Notice: The Town of Underhill Selectboard shall make reasonable efforts to ensure that the public is notified of the existence of this Ordinance: Street Naming, Street Numbering and Street Addressing.
2. The Town of Underhill shall ensure, through cooperative efforts with the United States Post Office, that each property owner is notified of this Ordinance
3. This Ordinance: Street Naming, Street Numbering and Street Addressing shall be: 1) entered into the Selectboard minutes and 2) posted in at least five (5) conspicuous places within the Town of Underhill, and 3) The full text of the Ordinance or a concise summary of it published in the Burlington Free Press not more than fourteen (14) days following the date specified below when this Ordinance is adopted
4. This Ordinance is hereby adopted by the Selectboard of the Town of Underhill on this ____ day of _____, 2024 and shall, unless a petition is filed as provided by law, become effective upon the expiration of sixty (60) days after said date
5. Citizens have the right to petition for a vote on this ordinance at an annual or special town meeting as provided in 24 VSA §1973.

Section VII - Severability

If any portion of the Ordinance and Amendments is held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance and Amendments shall not be affected.

X

Daniel Steinbaur
Selectboard Chair

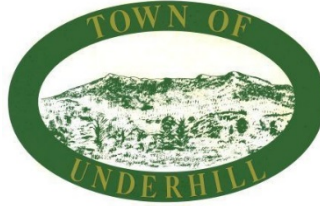
X

Robert Stone
Selectboard Vice Chair

X

Patricia Richards
Selectboard Member

Effective date _____



Assessor's Office
PO Box 120
Underhill VT 05489
abosley@underhillvt.gov
802-899-4434 ext. 3

Hello Selectboard!

02/20/2024

The Weir Property at 178 Poker Hill Rd has been sold. They were in a Town Contract which is set to expire on March 31, 2024. The property was split up between 3 new owners. The two new owners that needed to transfer the contract have signed. The third owner is a relative and not required to transfer. I have attached the contracts for your signature.

Thanks

Amanda

**TOWN OF UNDERHILL
TAX STABILIZATION AGREEMENT
FOR
FARM, FOREST AND OPEN SPACE LANDS**

This Agreement is made and entered into this 26th day of January, 2024 by and between the **Town of Underhill**, a municipality of the State of Vermont ("**Town**"); and **DYLAN HADDEN** and **TORY WILDER** (individually and jointly "**Owner**"). The property subject to the Agreement is generally described as Tax **Parcel PH178**, containing approximately 50 acres and located at 178 Poker Hill Road and is shown on the plan attached hereto (the "**Property**").

1. Purpose and Authority: Pursuant to the authority set forth in 24 V.S.A §2741 and consistent with the Town's duly adopted Town Plan and supported by the Town's voters at annual meetings of the Town, the Town has adopted a policy permitting the Selectboard to negotiate and provide tax abatement to certain farm, forest and open space lands as a means of reducing the pressure to subdivide and/or develop such lands, and to encourage the preservation of the farms, forest and open spaces which characterize the Town's landscape.
2. Definitions: "Farm land" means land actively and exclusively devoted to farming and accepted agricultural uses, and operated by a farmer or leased by a farmer. "Forest land" means land under active forest management for the purpose of growing and harvesting forest crops or products, or for other accepted silvicultural purposes. "Open Space land" means those lands which are not farm or forest lands, but are vacant lands not used for commercial or industrial purposes, and do not have any structures thereon. To the extent there is any question about whether lands qualify as farm, forest or open space lands, reference shall be made to the comparable definitions used the "Current Use Program" under 32 V.S.A Ch. 124.
3. Eligibility of Property: In order to be eligible for tax stabilization the Property must meet all of the following criteria. By executing this Agreement, the Owner represents that the Property meets the following criteria, and the Owner acknowledges the Agreement may be terminated by the Town in the event that it is determined the Property does not meet the criteria at the time of the Agreement or at any time during the term of the Agreement.
 - a. The Property is farm, forest or open space land, as defined in the Agreement;
 - b. The Property is not already enrolled in the so-called "Current Use Program" under 32 V.S.A Ch. 124, or enrolled in, or have the benefit of, any other program of the State of Vermont, or any other governmental agency, which grants to Owner tax relief by subsidy or other payment which directly or indirectly reduces the real estate taxes assessed on the property, not including tax relief personal to the landowner, *e.g.*, income sensitivity and veterans' exemptions;
 - c. The Property is not already restricted in its development potential by means of restrictive covenants, grants of development rights, Town Zoning regulations, or other

restriction which reasonably limit the potential for subdivision or development potential of the property;

- d. The Property contains more than 10 acres; and
 - e. The Property consists of an entire lot, or tract of land, deeded of record, and portions of a lot or tract shall not be eligible.
4. Calculation of Tax Abatement: The Town Listers shall, as of April 1st of each year throughout the term of this Agreement, establish the assessed value of the property based upon the following:
- a. One Hundred percent (100%) of the assessed value of all buildings and improvements on the Property;
 - b. One hundred percent (100%) of the assessed value of the first ten acres of the Property; and
 - c. Fifty percent (50%) of what would without this Agreement be the assessed value of any land of the Property in excess of 10 acres.

It is the intent of the Town that all of the buildings and improvements and the “first” ten acres of the Property (which “first” ten acres shall include the location of any house and surrounding accessory structures) shall not be included in any reduction of assessment or tax abatement.

5. Term: The term of this Agreement shall be for ten (10) years, effective April 1, 2014, and terminating on March 31, 2024. The taxes based upon the abated assessment shall take effect on July 1, 2014.
6. Addition to the Property: If during the Term, the Owner owns or acquires additional land contiguous to the Property, and which meet the criteria for eligibility set forth in this Agreement, the Owner may request the Town to amend this Agreement to add such additional land to the Property. The Town may agree to amend this Agreement in its sole discretion, and upon any terms that it may impose, provided the Term of this Agreement shall not be extended. If an Amendment is approved the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for the additional land shall become effective on April 1 following the date of the Amendment and taxes based upon the abated assessment shall become effective the following July 1.
7. Removal of Portion of Property: Generally, the removal of any portion of the Property by subdivision, sale, lease for non-qualified uses, conveyance or other transfer shall terminate the Agreement, and shall trigger the payment of penalties as set forth herein. However, the Owner may request the Town to amend this Agreement, and to waive any penalties in one of the following two situations:
- a. If during the term of the Agreement, the Owner seeks to convey the Owner’s child, grandchild, or parent a single lot which is part of the Property and (i) is less than one hundred fifty percent (150%) of the minimum lot size required to meet all government regulations, and (ii) is to be used as a homestead by the child, grandchild, or parent, and (iii) the remainder of the Property continues to meet the eligibility criteria set forth in

this Agreement. This conveyance can be done only one time in the lifetime of the contract. The town may agree to amend such an Agreement in its sole discretion, and upon any terms that it may impose, provided the Term of this Agreement shall not be extended, and provided the Agreement may not be amended for this purpose more than once during the term of the Agreement. If an Amendment is approved, the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for additional land shall become effective on April 1 following the date of the Amendment, and taxes based upon the abated assessment shall become effective the following July 1; or

- b. If during the term of the Agreement, the Owner seeks to enter into a boundary line agreement with an adjoining property Owner, and to convey a part of the Property, the Owner may request the Town to amend this Agreement to remove such additional land from the Property. The Town may agree to amend this Agreement in its sole discretion, and upon any terms that it may impose, provided the adjoining property to which the removed portion is to be attached is either enrolled in the "Current Use Program" under 32 V.S.A Ch. 124 or is subject to an Agreement with the Town similar to this Agreement and the remainder of the Property continues to meet the eligibility criteria set forth in the Agreement. If an Amendment is approved the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for the additional land shall become effective on April 1 following the date of the Amendment, and taxes based upon the abated assessment shall become effective the following July 1.
8. Termination; Repayment of Abated Taxes and Interest: The Agreement shall terminate in the event any portion of the Property fails to meet the criteria for eligibility set forth in the Agreement.

In the event this Agreement is terminated, the Owner shall promptly pay to the Town:

- a. The "abated taxes" for the past five tax years (or such lesser portion of the 5 year period as has run from the date of this Agreement). The abated taxes are the sum of the taxes not paid each year as a result of this; such amount being equal to the difference between the amount of taxes which would have been paid to the Town of Underhill, but for this Agreement;
- b. Interest at eight percent (8%) per annum on the abated taxes from the date taxes would have been paid each year until the date actually paid following termination; and
- c. The Town shall have a lien to the same extent as a lien for unpaid taxes upon the Property for all amounts of abated taxes and interest.


Notwithstanding the foregoing, the abated taxes and interest under Sections 8.a and 8.b above shall not be imposed in the event of a termination resulting from one of the following events, unless it is determined by the Town that is undertaken as a plan or means to develop or subdivide the Property:

- i. The State of Vermont enacts or amends its laws so as to eliminate fair market value as the basis for taxation of real property within the State;
- ii. The Property becomes enrolled in the so-called "Current Use Program" under 32 V.S.A Ch. 124 or enrolled in, or have the benefit of, any other program of the State of Vermont, or any other governmental agency, which grants to Owner tax relief by subsidy or other payment which directly or indirectly reduced the real estate taxes assessed on the property; and
- iii. The property becomes restricted in its development potential by means of restrictive covenants, grants of development rights or other restrictions which reasonable limit the potential for subdivision or development potential of the property.

9. Binding Effect: This Agreement shall be binding upon the Town, the Owner and their respective heirs, administrators, executors, successors and assigns.

10. Recording: this Agreement shall be recorded in the Land Records of the Town of Underhill.

By signing below Owner represent and states under penalty of perjury that the Property meets all eligibility requirements of Section 3 of this Agreement and acknowledges and accepts the lien on the Property as imposed by this Agreement.



 Witness as to Owner(s)

OWNER(S):



 DYLAN HADDEN



 TORY WILDER

Accepted:

Witness as to Town

TOWN OF UNDERHILL

By: _____

Underhill Selectboard or Duly Authorized
 Agent by resolution of the Underhill
 Selectboard on _____, 20____.

TOWN OF UNDERHILL
TAX STABILIZATION AGREEMENT
FOR
FARM, FOREST AND OPEN SPACE LANDS

This Agreement is made and entered into this 2nd day of February 2024, by and between the Town of Underhill, a municipality of the State of Vermont ("Town"); and Jordan & Rachel Wyckoff (individually and jointly "Owner"). The property subject to the Agreement is generally described as Tax Parcel 91178 (formerly) containing approximately 48.9 acres and located at 304 Packer Hill Rd. and is shown on the plan attached hereto (the "Property").

1. **Purpose and Authority:** Pursuant to the authority set forth in 24 V.S.A §2741 and consistent with the Town's duly adopted Town Plan and supported by the Town's voters at annual meetings of the Town, the Town has adopted a policy permitting the Selectboard to negotiate and provide tax abatement to certain farm, forest and open space lands as a means of reducing the pressure to subdivide and/or develop such lands, and to encourage the preservation of the farms, forest and open spaces which characterize the Town's landscape.
2. **Definitions:** "Farm land" means land actively and exclusively devoted to farming and accepted agricultural uses, and operated by a farmer or leased by a farmer. "Forest land" means land under active forest management for the purpose of growing and harvesting forest crops or products, or for other accepted silvicultural purposes. "Open Space land" means those lands which are not farm or forest lands, but are vacant lands not used for commercial or industrial purposes, and do not have any structures thereon. To the extent there is any question about whether lands qualify as farm, forest or open space lands, reference shall be made to the comparable definitions used in the "Current Use Program" under 32 V.S.A Ch. 124.
3. **Eligibility of Property:** In order to be eligible for tax stabilization the Property must meet all of the following criteria. By executing this Agreement, the Owner represents that the Property meets the following criteria, and the Owner acknowledges the Agreement may be terminated by the Town in the event that it is determined the Property does not meet the criteria at the time of the Agreement or at any time during the term of the Agreement.
 - a. The Property is farm, forest or open space land, as defined in the Agreement;
 - b. The Property is not already enrolled in the so-called "Current Use Program" under 32 V.S.A Ch. 124, or enrolled in, or have the benefit of, any other program of the State of Vermont, or any other governmental agency, which grants to Owner tax relief by subsidy or other payment which directly or indirectly reduces the real estate taxes assessed on the property, not including tax relief personal to the landowner, *e.g.*, income sensitivity and veterans' exemptions;
 - c. The Property is not already restricted in its development potential by means of restrictive covenants, grants of development rights, Town Zoning regulations, or other

restriction which reasonably limit the potential for subdivision or development potential of the property;

- d. The Property contains more than 10 acres; and
- e. The Property consists of an entire lot, or tract of land, deeded of record, and portions of a lot or tract shall not be eligible.

4. Calculation of Tax Abatement: The Town Listers shall, as of April 1st of each year throughout the term of this Agreement, establish the assessed value of the property based upon the following:
- a. One Hundred percent (100%) of the assessed value of all buildings and improvements on the Property;
 - b. One hundred percent (100%) of the assessed value of the first ten acres of the Property; and
 - c. Fifty percent (50%) of what would without this Agreement be the assessed value of any land of the Property in excess of 10 acres.

It is the intent of the Town that all of the buildings and improvements and the "first" ten acres of the Property (which "first" ten acres shall include the location of any house and surrounding accessory structures) shall not be included in any reduction of assessment or tax abatement.

5. Term: The term of this Agreement shall be for ten (10) years, effective April 1, 2014, and terminating on March 31, 2024. The taxes based upon the abated assessment shall take effect on July 1, 2014.
6. Addition to the Property: If during the Term, the Owner owns or acquires additional land contiguous to the Property, and which meet the criteria for eligibility set forth in this Agreement, the Owner may request the Town to amend this Agreement to add such additional land to the Property. The Town may agree to amend this Agreement in its sole discretion, and upon any terms that it may impose, provided the Term of this Agreement shall not be extended. If an Amendment is approved the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for the additional land shall become effective on April 1 following the date of the Amendment and taxes based upon the abated assessment shall become effective the following July 1.
7. Removal of Portion of Property: Generally, the removal of any portion of the Property by subdivision, sale, lease for non-qualified uses, conveyance or other transfer shall terminate the Agreement, and shall trigger the payment of penalties as set forth herein. However, the Owner may request the Town to amend this Agreement, and to waive any penalties in one of the following two situations:
- a. If during the term of the Agreement, the Owner seeks to convey the Owner's child, grandchild, or parent a single lot which is part of the Property and (i) is less than one hundred fifty percent (150%) of the minimum lot size required to meet all government regulations, and (ii) is to be used as a homestead by the child, grandchild, or parent, and (iii) the remainder of the Property continues to meet the eligibility criteria set forth in

this Agreement. This conveyance can be done only one time in the lifetime of the contract. The town may agree to amend such an Agreement it is sole discretion, and upon any terms that it may impose, provided the Term of this Agreement shall not be extended, and provided the Agreement may not be amended for this purpose more than once during the term of the Agreement. If an Amendment is approved, the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for additional land shall become effective on April 1 following the date of the Amendment, and taxes based upon the abated assessment shall become effective the following July 1; or

- b. If during the term of the Agreement, the Owner seeks to enter into a boundary line agreement with an adjoining property Owner, and to convey a part of the Property, the Owner may request the Town to amend this Agreement to remove such additional land from the Property. The Town may agree to amend this Agreement in its sole discretion, and upon any terms that it may impose, provided the adjoining property to which the removed portion is to be attach is either enrolled in the "Current Use Program" under 32 V.S.A Ch. 124 or is subject to an Agreement with the Town similar to this Agreement and the remainder of the Property continues to meet the eligibility criteria set forth in the Agreement. If an Amendment is approved the description and plan of the Property shall be adjusted to reflect the additional property. The change in assessment for the additional land shall become effective on April 1 following the date of the Amendment, and taxes based upon the abated assessment shall become effective the following July 1.

8. Termination; Repayment of Abated Taxes and Interest: The Agreement shall terminate in the event any portion of the Property fails to meet the criteria for eligibility set forth in the Agreement.

In the event this Agreement is terminated, the Owner shall promptly pay to the Town:

- a. The "abated taxes" for the past five tax years (or such lesser portion of the 5 year period as has run from the date of this Agreement). The abated taxes are the sum of the taxes not paid each year as a result of this; such amount being equal to the difference between the amount of taxes which would have been paid to the Town of Underhill, but for this Agreement;
- b. Interest at eight percent (8%) per annum on the abated taxes from the date taxes would have been paid each year until the date actually paid following termination; and
- c. The Town shall have a lien to the same extent as a lien for unpaid taxes upon the Property for all amounts of abated taxes and interest.


Notwithstanding the foregoing, the abated taxes and interest under Sections 8.a and 8.b above shall not be imposed in the event of a termination resulting from one of the following events, unless it is determined by the Town that is undertaken as a plan or means to develop or subdivide the Property:

- i. The State of Vermont enacts or amends its laws so as to eliminate fair market value as the basis for taxation of real property within the State;
- ii. The Property becomes enrolled in the so-called "Current Use Program" under 32 V.S.A Ch. 124 or enrolled in, or have the benefit of, any other program of the State of Vermont, or any other governmental agency, which grants to Owner tax relief by subsidy or other payment which directly or indirectly reduced the real estate taxes assessed on the property; and
- iii. The property becomes restricted in its development potential by means of restrictive covenants, grants of development rights or other restrictions which reasonable limit the potential for subdivision or development potential of the property.

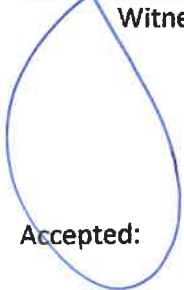
9. Binding Effect: This Agreement shall be binding upon the Town, the Owner and their respective heirs, administrators, executors, successors and assigns.

10. Recording: this Agreement shall be recorded in the Land Records of the Town of Underhill.

By signing below Owner represent and states under penalty of perjury that the Property meets all eligibility requirements of Section 3 of this Agreement and acknowledges and accepts the lien on the Property as imposed by this Agreement.



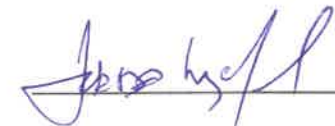
 Witness as to Owner(s)

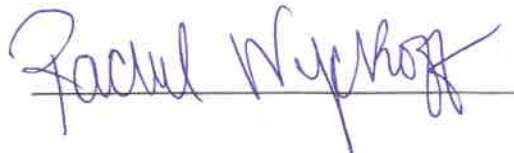


 Accepted:

 Witness as to Town

OWNER(S):





TOWN OF UNDERHILL

By: _____

Underhill Selectboard or Duly Authorized
 Agent by resolution of the Underhill
 Selectboard on _____, 20____.

02/12/24
11:15 am

Town of Underhill Payroll
Check Warrant Report #19186
Check date 02/15/24 to 02/15/24

Page 1 of 1
JSilpe-Katz

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BLOK	BLODGETT, KENNETH W.	E	3976	02/15/24	0.00	1723.26
BOS01	BOSLEY, AMANDA B.	E	3977	02/15/24	0.00	1796.32
HO1	HOLDEN, BRADFORD L.	E	3979	02/15/24	0.00	2262.65
MO1	MORIN, SHERRI	E	3981	02/15/24	0.00	1962.58
NO1	NORWAY, DWAYNE T.	E	3982	02/15/24	0.00	1814.61
RWC	CLARK, RUSSELL W.	E	3978	02/15/24	0.00	3362.88
SI2	SILPE-KATZ, JENNIFER	E	3983	02/15/24	0.00	2639.99
SK1	KILPECK, SCOTT A.	E	3980	02/15/24	0.00	1815.51
					0.00	17377.80
					=====	=====

To the Treasurer of Town of Underhill
we hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ **17,377.80
Let this be your order for the payments of these amounts.

Selectboard

Dan Steinbauer

Robert Stone

Patricia Richards

02/05/24

11:54 am

Town of Underhill Accounts Payable
Check Warrant Report # Current Prior Next FY Invoices
For checks For Check Acct 01(General) 02/08/24 To 02/08/24

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JSilpe-Katz

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
MGI	AIRGAS USA, LLC	5504291007 Annual Lease Renewal	775.00	0.00	775.00	23351	02/08/24
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	CRX122026231 returned wiper blades	-54.30	0.00	-54.30	23352	02/08/24
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	R122003685 2018 Truck	1089.07	0.00	1089.07	23352	02/08/24
		Engine repair/tensioner/belt fan - tensioner seized.					
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	X122026577 2022 - Plow shoes	294.00	0.00	294.00	23352	02/08/24
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	X122026906 2018 Truck -Work Lamps	134.66	0.00	134.66	23352	02/08/24
		2 truck/ 4 stock					
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	X122027165 Safety Jacket - Scott	75.00	0.00	75.00	23352	02/08/24
CTC	ALLEGIANCE TRUCKS C/O CORPORAT	X12206787 DEF Bulk	233.75	0.00	233.75	23352	02/08/24
		Check Total			1772.18		
ANYBUT	ANYTHING BUT LLC	JAN24 January Cleaning	400.00	0.00	400.00	23353	02/08/24
BMRX	BLUE MEDICARE RX	MAR24 March 2024	38.95	0.00	38.95	23354	02/08/24
CSE	CARGILL, INCORPORATED	2909028731 Salt (88.00)	1990.56	0.00	1990.56	23355	02/08/24
CSE	CARGILL, INCORPORATED	2909035017 Salt (88.00)	2015.20	0.00	2015.20	23355	02/08/24
CSE	CARGILL, INCORPORATED	2929051337 Salt (88.00)	3889.60	0.00	3889.60	23355	02/08/24
		Check Total			7895.36		
CVE	CHAMPLAIN VALLEY EQUIPMENT	CB49330 Chipper Belt	124.26	0.00	124.26	23356	02/08/24
CVE	CHAMPLAIN VALLEY EQUIPMENT	CB49601 Return hos/belt	-83.66	0.00	-83.66	23356	02/08/24
CVE	CHAMPLAIN VALLEY EQUIPMENT	CM98792 Chipper parts	191.80	0.00	191.80	23356	02/08/24
		Check Total			232.40		
CBG	CHARLEBOIS TRUCK PARTS	IT67010 2018 Truck	523.29	0.00	523.29	23357	02/08/24
		PTO Pump Shaft					
CCSH	CHITTENDEN COUNTY SHERIFF'S	U1223-DEC23 December 2023 Sheriff	2275.00	0.00	2275.00	23358	02/08/24
CB001	CLARENCE BROWN	410505 Diesel (3.35/GA)	2303.54	0.00	2303.54	23359	02/08/24
CB001	CLARENCE BROWN	411558 Diesel (3.34/GA)	1627.73	0.00	1627.73	23359	02/08/24
		Check Total			3931.27		
CC	CONSOLIDATED COMMUNICATIONS	012724-4434 TH Phone	498.24	0.00	498.24	23360	02/08/24
CC	CONSOLIDATED COMMUNICATIONS	012724-9959 HWY-telephone	264.36	0.00	264.36	23360	02/08/24
		Check Total			762.60		
NO1	DWAYNE NORWAY	FY24CA FY24 - DN Clothing Allow	70.96	0.00	70.96	23361	02/08/24
FAST	FASTENAL COMPANY	CR324500 credit	-47.08	0.00	-47.08	23362	02/08/24
FAST	FASTENAL COMPANY	VTBUR325317 grease gun adapter	26.19	0.00	26.19	23362	02/08/24
FAST	FASTENAL COMPANY	VTBUR325322 nuts n bolts	14.44	0.00	14.44	23362	02/08/24
FAST	FASTENAL COMPANY	VTBUR325553 Chain Hooks/nuts	130.98	0.00	130.98	23362	02/08/24
		Check Total			124.53		

02/05/24

11:54 am

Town of Underhill Accounts Payable
 Check Warrant Report # Current Prior Next FY Invoices
 For checks For Check Acct 01(General) 02/08/24 To 02/08/24

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JSilpe-Katz

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
FAP	FISHER AUTO PARTS	293-451254 supplies	89.53	0.00	89.53	23363	02/08/24
GORWILL	GORDON WILLIAMSON	012524 Storm Cleanup	2307.50	0.00	2307.50	23364	02/08/24
		Historic Windstorm - FVR Roadside Tree Removal					
GTR	GOT THAT RENTAL	122032 Sharpen Chipper Knives	180.00	0.00	180.00	23365	02/08/24
GMP	GREEN MOUNTAIN POWER	012424-0000 TH - Electricity	209.61	0.00	209.61	23366	02/08/24
JEN	JENNIFER SILPE-KATZ	013024JSK N.Bradford-Birthday	25.00	0.00	25.00	23367	02/08/24
JHH	JERI-HILL ACE HARDWARE	243676 chainsaw rack	27.95	0.00	27.95	23368	02/08/24
JHH	JERI-HILL ACE HARDWARE	243732 TH-Heat Gun purchase	49.99	0.00	49.99	23368	02/08/24
JHH	JERI-HILL ACE HARDWARE	24831 See Detail	85.96	0.00	85.96	23368	02/08/24
					Check Total	163.90	
LE4	LEHOUIER JOAN I	MAR24 March 2024	43.68	0.00	43.68	23369	02/08/24
MILT	MILTON MCMULLEN RD SOLAR, LLC	775 TH - Electric	39.25	0.00	39.25	23370	02/08/24
NETR	NEW ENGLAND TRUCK TIRE CENTERS	23-0153193 RECAP ALL TIRES	5011.00	0.00	5011.00	23371	02/08/24
		Approved after the fact SB 1/22/24					
NETR	NEW ENGLAND TRUCK TIRE CENTERS	23-0153285 13 Truck Rims	455.00	0.00	455.00	23371	02/08/24
					Check Total	5466.00	
OPS	OP SOLAR LLC	100 11/15-12/15/23	62.79	0.00	62.79	23372	02/08/24
OPS	OP SOLAR LLC	101 12/15/23-1/15/24	60.91	0.00	60.91	23372	02/08/24
					Check Total	123.70	
SPF	STITZEL PAGE & FLETCHER, PC	80504 December 2023 Legal	1560.00	0.00	1560.00	23373	02/08/24
TEC	TECH GROUP, INC.	203801 February Contract	1098.30	0.00	1098.30	23374	02/08/24
UNF	UNIFIRST U1ST	1080191579 Supplies	63.60	0.00	63.60	23375	02/08/24
UHIC	UNITED HEALTH CARE INSURANCE C	MAR24 March 2024	64.19	0.00	64.19	23376	02/08/24
VEC	VERMONT ELECTRIC COOPERATIVE	012124-1201 HWY Electric	324.44	0.00	324.44	23377	02/08/24
CUVES	VIKING-CIVES USA	4530535 2018 Truck/Other	1102.88	0.00	1102.88	23378	02/08/24
		New plow parts - approved by SB 12/21/23					
VMR	VMERS DB	PR-01/04/24 Payroll Transfer	4663.10	0.00	4663.10	23379	02/08/24
VMR	VMERS DB	PR-01/18/24 Payroll Transfer	6081.90	0.00	6081.90	23379	02/08/24
					Check Total	10745.00	

02/05/24

11:54 am

Town of Underhill Accounts Payable
 Check Warrant Report # Current Prior Next FY Invoices
 For checks For Check Acct 01 (General) 02/08/24 To 02/08/24

Page 3
 JSilpe-Katz

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
WBM	W. B. MASON CO. INC.	244074316 Office supplies	155.98	0.00	155.98	23380	02/08/24
WARD	WARD ELECTRIC LLC	3087 Installation Generator	352.74	0.00	352.74	23381	02/08/24
Report Total			42,916.84	0.00	42,916.84		

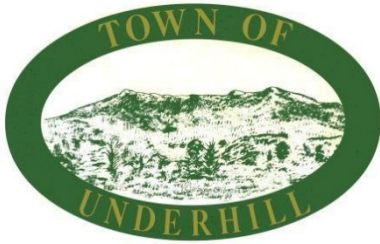
Selectboard

To the Treasurer of Town of Underhill, We Hereby certify
 that there is due to the several persons whose names are
 listed hereon the sum against each name and that there
 are good and sufficient vouchers supporting the payments
 aggregating \$ ****42,916.84
 Let this be your order for the payments of these amounts.

 Dan Steinbauer

 Robert Stone

 Patricia Richards



Town of Underhill
P.O Box 120, Underhill, VT 05489
underhillvt.gov
Phone: (802) 899-4434
Fax: (802) 899-2137

SELECTBOARD MEETING MINUTES
Thursday, January 18, 2024, 6:00 P.M.
Underhill Town Hall

Present:

Selectboard Members: Dan Steinbauer, Bob Stone, Patricia Richards

Town Staff: Brad Holden, Russ Clark, Jennifer Silpe-Katz, Sherri Morin

Others: Amanda Bosley (remote), Michael (remote)

Note: All votes taken are unanimous unless otherwise noted.

1. *Call Meeting to Order / Adjustments to Agenda*

Dan called the meeting to order at 6:00. No changes to the agenda were needed.

2. *Opening Public Comment (6:00)*

No members of the public wished to comment.

3. *Review and Consider Accepting a Final FY25 Budget – Version 5 (6:01)*

Jennifer said there is \$282K of unassigned surplus from FY23. We have a policy of maintaining 15% of the budget as a contingency fund, separate from reserves. That means we need to have at least 15% of the budget in our unassigned fund balance. If we have more than that, we have a surplus and if we have less we have a deficit. If we have a deficit, statute requires us to make it up. There are several ways to do that. The simplest is to add it to the budget we are working on. According to her calculations we are \$165K in deficit. She had added a line to the budget for that. But then today she questioned whether we really need to ask the voters to pay that much. In FY24 the voters voted to put \$100K into highway contingency reserve. That is \$100K of the \$165K. We have the \$100K so we don't need to put the whole \$165K in the budget. If we do add the whole \$165K that results in a budget that is about a 3% increase. If we only add \$75K, the increase is a lot less. If we add the whole \$165K into the budget as an expense we are basically adding an extra \$100K and she believes that is unnecessary. Brad said the \$100K will not show in the FY23 audited fund balance because it was not added to the reserve fund until FY24.

Jennifer said we didn't get our final audit report until this week. In it are several things that affect the fund balance. We had a \$350K short term loan. Usually when we get a loan the money is considered revenue on our balance sheet. But our auditor's boss said that is not how you handle a short term note. They said we can't count it as income so we pulled it out. Before that we thought we had a surplus, not a deficit. She recommends adding \$75K to the FY25 budget as an expense due to the deficit.

Another change to the budget is that \$10K was added for Veteran's Park upgrades. Brad said he followed up on Bob's recommendation about doing maintenance on the Veteran's Park fountain. He spoke to Alan Morse and Randy Clark, Sr. The consensus is to repair the fountain structure but the more important thing is that the sidewalk that goes to and around the fountain is not in good condition. Alan Morse got a rough price of \$4K for new sidewalk. Brad talked to Russ about getting rid of the old sidewalk and prepping the surface. Then we could get the fountain fixed, maybe get the water district to set a tap and curb stop, and pour new sidewalk at the end. He thinks \$10K is a good number to pay for all of that.

Dan asked how much of the park is in Jericho. Brad said a little of it is in Jericho but the fountain is all in Underhill. Maybe we could get some in-kind contribution from Jericho.

Jennifer said we got a letter about Chittenden County Court tax. There was a small change. She doesn't remember if it went up or down.

Russ said he talked to the owner of Radio North yesterday and got a quote today. It doesn't include a total because he didn't know how many radios we would need. The quote includes a repeater system. We would have to find a location for it. We need handheld radios and a few new radios for some pieces of equipment.

Bob said his understanding is that if we changed to UHF we could use a repeater on Mt. Mansfield and communicate almost anywhere in the state. That would take away the need for a repeater and antennas. We might want to see what it would cost to rent licenses for our trucks and portables and save the price of installing antennas. He wonders if we could get another quote and have a special meeting. He is assuming the cost for the Mt. Mansfield option would be lower. In the quote Russ got, the repeater alone costs almost \$13K.

Russ asked what the fire department does. Do they have UHF? Bob said no. They struggle with communications in some parts of town. They have multiple antennas but they still struggle. Antennas and repeaters cost money. It would cost us to switch from VHF to UHF but the equipment is already there on the mountain.

Dan asked why the fire department doesn't use the Mt. Mansfield repeater. Bob said he thinks the technology has come about relatively recently. He also doesn't know if the antenna would be available for emergency communications. It is mostly used by businesses. Dan asked who owns the antenna. Bob said he doesn't know. He thinks Radio North could probably tell us and also tell us how much it would cost to use it.

Bob suggested an email with the price information could go out by noon Monday and board members could respond by 6:00 saying which option they want to go with. He and Russ can try to get the price information and get it out to the board.

Patty said she tallied up the prices Russ got and the total is close to \$23K. Do we put a placeholder of \$25K in the budget for radio equipment? Brad said the warning has to be signed next Thursday and it has to include the budget number. He likes the sound of what Patty is suggesting.

Russ asked, if we went to UHF, what would that do to our other communications, like with the bus garage? Bob said he doesn't think we would get rid of what we have. This would be in addition to that.

Jennifer said she can send out a new budget draft on Monday with the radio cost estimate and any other changes we want to consider. The warning can be written according to that budget and the board can adjust it on Thursday if necessary. Dan asked if Monday gives enough time. Brad said Tuesday would probably be more realistic.

Jennifer said if she changes the \$165K to \$75K and adds \$25K for radios then the budget results in a 1.1% increase to the tax rate, less than a penny increase. That is without any changes to payroll and benefits.

Brad said he was asked to look into the post office. The floor is sagging in the middle. The walls have been spray foamed and they are just open foam. There are joists sagging. He met with Pete Czaja today and he

thought it would be a day's work and materials to address the sagging floor. Pete suggested a cost of around \$1200. Brad doesn't know what can be done with the foam.

Bob said when it comes to vapor barrier over foam you have to get the product that goes with the specific foam product. The first step is to try to identify the foam product used. We could put plywood or drywall over it or we could put ceramic or paint over it but we have to make sure the paint is appropriate for the type of foam. Brad said it would be difficult to build a wall in there. You can't stand up. Bob said they make a rated plastic we could consider as well to go over the foam. Trying to identify the foam is the first step.

Jennifer asked if we should we put money for repairs and maintenance at the post office in the budget. Bob said he thinks we should at least put in a couple thousand dollars for the floor.

Dan said this budget starts July 1. We want to do the post office work before that. Brad said we might not be able to get anyone to work on it before that. Jennifer said if we put it in the budget then we are waiting until July.

Russ asked, when the foam was installed was it not required to have a barrier over the foam? Bob said it was.

Jennifer said there was \$1000 budgeted for the post office this year that was not spent. She proposes using that for the floor joist work and increasing the amount in the FY25 budget from \$1000 to \$2500 for the other work.

Bob asked if any additional funding is needed to deal with expansion of the parking area at Casey's Hill. Russ said he got a quote for culverts after it was discussed at a previous meeting and the highway crew started stockpiling clean fill. Jennifer asked how much she should add to the budget for culverts for the Casey's Hill project. Brad said he would find the quote.

Bob said he was asked about streetlights on Park Street. It is very dark there. Brad said he thinks we should hold off on that given other things that are happening. Jennifer and Dan agreed.

Brad said the cost Russ got for culverts needed for Casey's Hill is \$3484. It was agreed to add \$4K to the budget.

4. *Receive Voter Petition Regarding Increasing the Number of Selectboard Members from 3 to 5 (6:58)*

Sherri said we received a voter backed petition for adding 2 new members to the selectboard. It meets the requirement to have signatures from 5% of voters.

Bob moved and Patty seconded to accept the petition regarding increasing the number of selectboard members from three to five as presented.

Sherri said this is a binding article. It will be a ballot question because Underhill votes all public questions by ballot.

Dan asked Sherri to explain why the selectboard has the right to reject some petitions but not others. Sherri said binding articles are those concerning matters that the statute gives voters authority over. All others are advisory. The selectboard does not have to accept articles regarding things we have no control over but if it is about something the voters can control then we have to accept it.

Sherri said if this article passes we would have to have a special election. If it passes the board will immediately fill the 2 vacancies by appointing people until the next election. There has to be a special election at some point. It could be in August or November when we already have elections happening. The terms for the new positions would be one year initially.

Brad asked if there is a time limit for having the special election. Sherri said no. Brad asked why the appointments can't go until the next town meeting then. Sherri said there has to be a special meeting. We could have a special town meeting and the state primary at the same time in August. Dan asked if the voters could circulate a petition to have a special meeting earlier than that. Sherri said yes. Dan said if the article passes the selectboard will probably announce quickly when the special election will be and if someone disagrees with that they could circulate a petition. Brad asked if the percentage of signatures needed for a petition for a special town meeting is higher. Sherri said no; it is still 5%

The motion was passed.

5. *Executive Session (7:06)*

Dan moved to enter executive session under 1 V.S.A. Section 313(a)(3) for the appointment or employment or evaluation of a public officer or employee, with Jennifer invited as finance officer to remain initially, Patty seconded and the motion was passed at 7:07.

The board exited executive session at 8:39.

Bob said the board is authorizing the chair to make the finance officer aware of compensation increases the board agreed on for several positions that will be included in future drafts of the FY25 budget. Dan said the board is also authorizing the finance officer to develop policies around some items discussed.

6. *Adjourn (8:40)*

Bob moved to adjourn, Patty seconded and the motion was passed at 8:40.

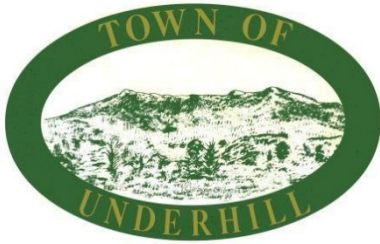
Minutes submitted by Donna Griffiths

Read and approved as submitted/amended:

Dan Steinbauer, Chair

Date Signed

Date Approved



Town of Underhill
P.O Box 120, Underhill, VT 05489
underhillvt.gov
Phone: (802) 899-4434
Fax: (802) 899-2137

SELECTBOARD MEETING MINUTES
Thursday, January 25, 2024, 6:00 P.M.
Underhill Town Hall

Present:

Selectboard Members: Dan Steinbauer, Bob Stone, Patricia Richards

Town Staff: Brad Holden, Russ Clark, Jennifer Silpe-Katz, Amanda Bosley, Sherri Morin

Committee Members: Kurt Johnson

Others: Cathy Weymouth

Note: All votes taken are unanimous unless otherwise noted.

1. *Call Meeting to Order / Adjustments to Agenda*

Dan called the meeting to order at 6:00. No changes to the agenda were needed.

2. *Opening Public Comment (6:01)*

No members of the public wished to comment.

3. *Dump Truck Tire Purchase (6:02)*

Russ said the highway department recently had some tires for the dump trucks recapped. The purchase was budgeted but the total was over \$1000 so he should have come to the board first. The invoice was included in the board packet. Having tires recapped is cheaper than buying new tires. Bob asked if our employees put the tires on. Russ said yes. Bob said we had previously discussed having someone come in to put tires on. Did we budget for that? Russ said he doesn't think anything was added to the budget specifically for that but it doesn't cost very much to have a tire company dismount and mount tires. It is minimal when you think about the amount of time it takes our employees.

Bob moved to approve purchase of recapped dump truck tires as presented, Patty seconded and the motion was passed.

4. *Radio Update (6:07)*

Russ said at the last meeting we talked about UHF vs. VHF radios. Radio North doesn't do much with UHF radios. Russ got some information from Andy Forsberg. The FleetWave program Burlington Communications offers is an economical way for us to get radios we could use to communicate throughout the town. The cost would be considerably less than the quote we got that included a repeater. Getting a repeater would also mean finding a location for it and getting power to it. Burlington Communications owns a tower on Mount Mansfield. We could lease use of the tower for \$21 per month per radio. Jennifer said she added that expense to the most recent budget version. Bob said for portable radios we should probably stay with VHF rather than UHF because with the number of watts those radios have UHF radios would probably have a hard time hitting the repeater. VHF radios would allow the crew to continue to monitor other agencies' radio communications. He thinks radios in the trucks or other equipment or at the garage should be UHF. For now, we can continue to use the VHF radios already in the trucks along with the UHF radios. As we replace vehicles we can get new radios that can use both UHF and VHF. He thinks FleetWave is good idea vs. leasing land for a repeater. It would give better communication with the road crew. He thinks we should have enough VHF portable radios for the road crew as well as a couple of spares at the garage and one or two at the town hall. Russ said the consensus of the road crew was to get VHF portables as well.

He doesn't know if it costs more to get a separate frequency that could be used for traffic control. Bob said there is something called a private line that is a channel at the end of the frequency.

Bob suggested getting 9 portables. Brad asked if road crew members will need portables if they have radios in their vehicles. Russ said with a portable someone could call for help if they were out of their truck and got hurt. Bob said if we had a weather event it might be handy for someone like Brad to have a portable radio. Maybe next year we can add more radios. Patty said she thinks with weather events becoming more common we should do it sooner rather than later.

Dan asked if this is a one-time purchase or if the technology needs to be upgraded now and then. Bob said he thinks these will last us at least a decade.

Dan asked if these radios will provide a guaranteed signal. Bob said the radios in the trucks, yes, but it could be difficult communicating over a large distance with the portable radios. Russ said in an emergency situation he imagines we could use the fire department channel.

Bob suggested we could budget for 5 portable radios and maybe get more next year. Brad said 5 radios would cost \$2385. The price for the UHF radios and lease of the tower is \$16,632. Bob suggested budgeting a total of \$20K for radios.

5. *Storm Cleanup Update (6:22)*

Russ said there is still a lot of mess from the recent storms. He hired Gordon Williamson with his log truck to help with cleanup on Irish Settlement and Pleasant Valley Roads. Brad said doesn't know if this will be declared a FEMA event. It may, but it is always best not to count on being reimbursed. Russ said he thinks the next area to work on will be Paul Cook Road. Then the crew will start working on other side roads as time allows.

Jennifer said she thinks property owners should do some cleanup on their own properties if they can.

Russ expressed appreciation for the help the road crew got from Brad and town office staff, Jed Abair, Wade Bosley, Gordon Williamson, John Angelino and the fire department. Bob asked if we paid these people. Russ said Jed was part of the crew that week anyway because Dwayne was gone. We paid others but not Wade. Amanda said Wade volunteered his time.

6. *Beaver Dam – Corbett Road (6:30)*

Brad said the board packet included an invoice from Skip Lisle and some correspondence between Kurt Johnson and Tyler Brown from state Fish and Wildlife. Kurt said Skip feels we should fix the dam now. Others feel we could wait until spring. Skip is concerned that high water in spring could damage the Beaver Deceiver device he put in.

Bob said he hasn't been out there yet to see it. He would like to see it. Patty said she took a look at it. She is concerned about the rock that has been put in. She feels we should not be putting material into the wetland. We are working in a waterway and adding rock requires permission from the state.

Kurt said we are trying to rebuild the dam to the way it was functioning. The dam was taken down so Skip could put his device in place and then we rebuilt it. We did as good a job as we could, but we could not do it as well as beavers do.

Patty said she thinks Skip is missing the major point that we have to be in compliance with the state. Dan said he would like us to schedule a look at it. We could involve the state at some point but we do not

necessarily need to wait until they are available. Brad said he agrees with Patty. He has a good rapport with the state and he would hate to see us lose that good rapport.

Cathy Weymouth asked what Patty would propose to put there instead of rock. Patty said she is not an engineer but dumping rock there is not correct. She thinks we could get fined by the state. Bob said he thinks we need to look at it and engage people who are qualified to answer our questions. Some of the stakeholders are from the state. We may need to involve an engineer.

7. Consider Text Messaging Add On From CivicPlus (6:42)

Amanda said for a small fee we can have mass communication texting. She was thinking we could have several types of communications people could sign up for – general office reminders, general road crew updates and maybe emergency notifications. People could sign up for one or all. Jennifer said she thinks it would be a good idea. It is not expensive. Amanda said there would be a link on the website for people to sign up. It would cost \$550 per year for 20,000 texts. The prorated cost for the rest of this year would be \$262.32.

Bob said he wants the selectboard to approve the rules for using the text messaging.

Patty moved to approve adding the texting feature from CivicPlus for \$262.32 with protocol for using it to be approved by the selectboard, Dan seconded and the motion was passed.

8. Review/Accept FY 2025 Final Budget – Version 6 (6:49)

Jennifer reviewed the differences from the last version. She said we are going to recoup some of the deficit from 2023. We don't have to budget for the whole amount because it is correcting itself in FY 2024 with the \$100K the voters approved to go into the highway reserve, which will be increasing our unassigned fund balance. She has moved that to a different line since the last version.

This version includes the cost of the Microsoft 365 cloud-based email program: \$10,500 for setup and \$898 per month.

She added money for post office maintenance.

We have had \$30K on and off in our capital budget for town hall work. We took it out the last 2 years but for FY2025 we budgeted to take \$30K from reserve for the project and the corresponding expense is also in the budget.

She added in the fee for using the Mt. Mansfield repeater for radio communications and added expense for culverts for Casey's Hill.

Russ said the lease proposal for the truck we are going to be leasing expired. The interest rate went up a little so the new amount is \$13,952.40. It was agreed to budget \$14K.

Russ said we had talked about permitting for the work on the fuel tank building. Brad said if it is less than 200 sq. ft. it doesn't need a permit from the town. Russ said it is 24 ft. x 12 ft. Bob said he would guess the state construction permit would be \$50. Jennifer asked if we want to add anything to building and grounds maintenance for FY 2025 for this building. Brad said he doesn't think anything needs to be added.

Brad said the budget figure on the warning needs to be updated because we are rounding the amount budgeted for radios up to \$20K (an increase of \$3368) and we are rounding the truck lease amount up to \$14K (a \$300 increase.)

Bob moved to accept the Version 6 budget with the changes discussed as the final budget to present at town meeting, Patty seconded and the motion was passed.

Jennifer said with the changes the tax rate will be .5655, which is .0170 (3.09%) higher than FY 2024. That is equivalent to about \$65 on a \$500K house for a year. There are some articles on the town meeting warning that will add some expense if they pass.

9. Review, Edit as Necessary and Sign 2024 Town Meeting Day Official Warning (7:10)

Jennifer said Article 4 now says “Shall the voters approve total highway fund expenditures of \$1,691,639, of which \$1,576,639 shall be raised by taxes, \$115,000 by non-tax revenue pursuant to 24 V.S.A. §2664?”

Bob said he thought we were going to have an article about new members of the board (if the board is expanded from 3 to 5) getting the same stipend as the current board members. Brad said no, we can't have an article like that. Bob asked how those positions will get funded. Dan said the money would get added to the budget afterwards. Their stipend would be the stipend already approved for selectboard members. Bob said there is \$15K in there now, \$5K per person. Are we saying if there are 5 people on the board each person gets \$3K? Dan said if the article passes the additional \$10K would be added to the budget. Patty asked if the article needs to state the budget implications. Brad said no. The stipend was set at town meeting last year.

Bob said he doesn't know if people realize the vote will cost \$10K. Brad said it can be brought up during discussion. Patty asked why Article 13 wouldn't include the price tag. Brad said he asked Sherri that and she said we couldn't even entertain it for some reason. He called Sherri to ask her about it. He stepped into the next room to speak to her. Bob said he felt the questions should be asked on the record as part of the public meeting. Brad came back and said Sherri said the wording of the article cannot be changed because that is what was on the petition.

Sherri joined the meeting by phone at 6:53. She said the money will be added to the budget if the article is approved. It can't be added now because the two seats are not available. Patty said the question is about the wording for Article 13. It has no clarification that it has an impact to the budget. Sherri said it can't. Patty said the vast majority of articles have a price tag. Can Article 13 include reference to the cost of \$10K? The average person doesn't know that the article will have an impact on the budget. Sherri said we can't change the wording because that is how the petition came in. Brad asked if there could be an additional article saying, “If Article 13 passes . . .” Sherri said she thinks that would be possible. Patty said she thinks that is muddy. She thinks we will have to educate people outside the articles. Dan said that is what the hearing is for. Sherri said she will bring up at the hearing that if this article passes it will add \$10K to the budget and she can craft something for Front Porch Forum. She suggested she and Patty could work on the wording together and Patty agreed. Sherri left at 7:30.

Dan read the entire warning. **Patty moved and Dan seconded to approve the official town meeting warning with Articles 1 through 13 as read by Dan Steinbauer. The motion was passed with Bob opposed.**

Brad said he thinks the board should be united in approving the warning and if Bob has issues with it they should be worked out. Patty asked if his opposition is about having no price tag on Article 13. Bob said that has a lot to do with it. He believes there should be some workaround. Brad said he believes Sherri is right that the article can't differ too much from the petition. Bob said he feels voters have a right to know the budget implications. Patty said she agrees it would be better but the petition doesn't include that. Jennifer said we can have discussions about all the articles. She thinks people will be confused about some of the

others also. Bob said he doesn't understand why we can't have a footnote on the impact of passing the article.

Patty said in the future articles should have a price tag. Jennifer said she doesn't know if town officials can tell citizens what to put on their petitions. Bob said we could have a policy that if there is a budget implication it has to be on the petition.

It was agreed to move on to the next agenda item while waiting to speak to Sherri again.

10. Schedule Public Kickoff Meeting for the Underhill Sidewalk Scoping Study (7:46)

Brad said the scoping study will have a kickoff meeting to get input from the public. The board discussed potential dates and agreed on February 22.

11. April 8, 2024 Solar Eclipse Discussion (7:51)

Bob said there will be a total solar eclipse on April 8. State emergency management has been having meetings to discuss it. A large number of people are expected in our area to witness it. The state is trying to determine where they will all go. There is only so much capacity. They are talking about opening state parks early. He is concerned about the effects if the park in Underhill is opened. There is usually a lot of snow up there at that time of year. He thinks we should close the road at the bottom of the hill to all but local traffic. He thinks we should purchase signs and educate residents about what we are planning to do to limit out of town traffic on the road.

Dan said he thinks we should not make a decision on our own until we hear what the state wants to do. Maybe we could have someone from the state come in or call in to a meeting. He would want to do something in concert with the state. Bob said he is concerned about the lead time to order signs. Brad said they can make signs quickly in Barre.

Brad noted that the winter ban on parking on town roads will still be in effect at that time. Bob said he will continue to update the board on this and we can ask a representative from Forests, Parks and Recreation to join us and tell us their plans for opening the state park in Underhill. Patty asked if we can discourage them from opening the park. Brad said he can talk to his state contacts. Patty said if all the state parks are open people will want to go up there and there will be snow on top. It is a safety issue.

12. Closing Public Comment Period (8:00)

No members of the public wished to comment.

13. Warrants and Minutes (8:00)

Dan moved to approve the payroll warrant for January 18, 2024, Patty seconded and the motion was passed with Bob opposed.

Dan moved to approve AP warrants for January 25, 2024, Patty seconded and the motion was passed with Bob opposed.

Dan moved to approve the minutes of January 11, 2024, Bob seconded and the motion was passed with Patty abstaining.

Dan moved to approve the minutes of January 4, 2024, Patty seconded and the motion was passed with Bob opposed.

Dan moved to approve the minutes of the joint meeting with the Jericho selectboard on January 4, 2024, Patty seconded and the motion was passed 3-0.

14. Review, Edit as Necessary and Sign 2024 Town Meeting Day Official Warning (8:04)

Sherri joined the meeting in person. Dan explained that there was a difference of opinion about approving the warning. Bob said he understands that we can't make modifications to the wording on the petition, but can we have a letter from the selectboard on the next page after the warning in the town report stating what the financial implications are of moving from 3 to 5 selectboard members? Sherri asked, why not put that information in the selectboard report? Bob said he thinks it would be more meaningful right after the warning. Brad asked, there can't be a separate note with this information on the warning? Sherri said no. Sherri said she doesn't see why we can't do as Bob suggests. There was discussion about the wording to use.

Patty moved to rescind the previous action on the official warning for town meeting day, Dan seconded and the motion was passed with Bob abstaining.

Patty moved and Dan seconded to approve the official town meeting warning with Articles 1 through 13 as read by Dan Steinbauer. Bob said he agrees as long as the letter explaining the financial implications of Article 13 is in the town report. **The motion was passed 3-0.**

15. Member Items, Correspondence, Announcement, Schedule, Dates for Special Meeting (8:17)

Brad said correspondence from a family with a camp on Deane Road was included in the packet. It was a response to the Class 4 road study committee recommendations.

Patty said the Class 4 road committee made a recommendation to discontinue several roads. Does that mean delisting them as Class 4 roads? Brad said their report with recommendations is non-binding. There are a couple of ways roads can be discontinued – by petition or by motion of the selectboard. Then there is a procedure under statute that must be followed. Patty said she wants to understand what “discontinued” means. Brad said it would mean relinquishing all public interest. The public would no longer have the right to be on the road.

The next regular meeting is February 8. Board members discussed what days they would be available for a special meeting.

16. Adjourn (8:23)

Dan moved to adjourn, Patty seconded and the motion was passed at 8:23.

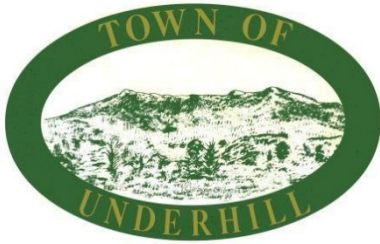
Minutes submitted by Donna Griffiths

Read and approved as submitted/amended:

Dan Steinbauer, Chair

Date Signed

Date Approved



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SELECTBOARD MEETING MINUTES
Thursday, February 8, 2024, 6:00 P.M.
Underhill Town Hall

Present:

Selectboard Members: Dan Steinbauer, Bob Stone, Patricia Richards

Town Staff: Brad Holden, Russ Clark, Jennifer Silpe-Katz, Sherri Morin, Amanda Bosley

Note: All votes taken are unanimous unless otherwise noted.

1. *Call Meeting to Order / Adjustments to Agenda*

Dan called the meeting to order at 6:00. Bob added discussion on posting roads. Brad added an item related to a grant for Harvest Crossing and an invoice from Beaver Deceiver that he wants to discuss under warrants. Bob asked to move warrants and minutes to come after the executive session and Dan agreed.

2. *Opening Public Comment (6:01)*

No members of the public were present.

3. *Consider and Approve 2023 Dump Truck Lease Finance Option (6:02)*

Russ said hopefully in the next week we should be able to take possession of the 2021 dump truck we want to lease. We have proposals from KS State Bank and Municipal Leasing Consultants. They are very close, with only a \$375 difference in cost over 3 years. The Municipal Leasing Consultants proposal is the lower one. There will be 3 annual payments and then a balloon payment at the end of the lease period. Prior to that time we can decide whether to purchase the truck or stick with the original plan not to purchase it. Jennifer said the balloon payment is about \$40K. If we intended to purchase it we would have to plan a year ahead and ask the voters.

Dan asked, if we don't want to purchase it, can we apply the equity to something else? Jennifer said no.

Dan asked what the advantage of the lease purchase arrangement is. Russ said it is a way to move from the "old school" truck we have to a newer truck without having to order it and then wait. Dan asked how much more it costs us than buying a truck outright. Jen said if we purchase a truck it usually costs a couple hundred thousand dollars. Payments would be about \$40K a year as opposed to \$13K. Bob said, this is replacing a truck that is beginning to cost a lot for repairs, right? Russ said yes. Bob said his understanding is that the intention is to try out this truck and see how it works. Then we can decide if we want to try to buy it. It probably takes more than a year to get a new truck after ordering it because of supply chain issues. Jennifer said this purchase is not one of the ones already included in the 10-year outlook. There is one planned for next year.

Bob moved and Dan seconded to enter into an agreement with Municipal Leasing Consultants for lease of a 2021 dump truck as presented. Patty said if we want to buy it the voters will have a say in that, so we are not sidestepping the voters. Jennifer agreed. Patty asked if Municipal Leasing Consultants is a Vermont company. Sherri said yes. **The motion was passed.**

4. *Consider Two New Accessory Attachments for the 2024 Case Excavator (6:11)*

Russ said we have possession of the new excavator and everyone is very happy with it. The original plan was to purchase 2 buckets, a stump tooth puller and a mulcher head. We cannot get one of the buckets we

wanted to get because it is too large for our machine. We have one bucket and are ready to order the ripper tooth for pulling stumps. He wants to get a 41-inch mulching head that can handle trees 4 inches and smaller. We have a new cleanup bucket the town purchased 3 or 4 years ago and never used. We need to get a piece of steel to put on the bottom of the bucket. He has two prices for that: \$821 from Capitol Steel and \$1000 from Queen City Steel. He would like to buy it from Capitol Steel. He would like to get cleats that can clamp onto the tracks to give extra traction on a slippery road. Twelve per track are needed, for a total cost of \$2640. Patty asked if they will damage the road. Russ said no. We would only use them on dirt roads, not blacktop. They can be taken off when not needed. The radio removed from the old machine is even older than they thought and not in good shape. He would like to purchase a new radio for \$1210. That price includes installation and an antenna. We planned to spend \$331K for the excavator, trailer and attachments. With everything he has bought or plans to buy we are \$39,697.30 under our budgeted amount. He doesn't foresee needing anything else for the excavator.

Bob said if we are going to be getting UHF radios he would get a UHF radio for this excavator now while we are setting it up. Russ said there is a risk that the budget that includes money for UHF radios may not pass. If we get a UHF radio we will have to get two radios because the UHF is going to be just for highway department communication. To speak to the fire department or rescue, a VHF radio is also needed. Bob said if a UHF radio is put in the excavator now there will be no one to talk to on it because the other UHF radios will come after July. Brad said when we budgeted for UHF radios, that included one for the excavators. Bob said as long as we have money allocated for the excavator and accessories for it, why not use some of it for the radio? Patty said she thinks that makes sense.

Jennifer said she thinks in the future when we are asking the voters for something we need to be clearer. All the article said was that we would borrow for an excavator and trailer. It didn't mention implements and attachments. Next time we want to be more careful so we can be totally transparent.

5. *Revisit Innovative Solutions Chloride Agreement (6:11)*

Russ said the way he and the rest of the crew understood it, the Innovative Solutions contract amount included the tank and spray unit and we would own this equipment after 3 years. But he didn't see in the contract where that was stated and when he asked about it he was told that we will not own the equipment after 3 years. They will supply it as part of the contract. While we have a contract with them, if the equipment fails it is their responsibility to replace it. Their representative told Russ that the chances of them wanting the equipment back are slim but it is not in the contract that we own it in the end. He still thinks it is a good deal. The town doesn't have to purchase the equipment.

Patty said under the contract we have to commit to buy 20,000 gallons per year at fair market value. Is this what most towns do – lease equipment and sole source the liquid purchase? Russ said he knows this company supplies most towns around us. He believes Cambridge does the same thing. Dan said we are not leasing equipment. They provide it if we buy material from them. Patty said the agreement refers to a lease. Patty asked if Russ is worried about sole sourcing purchase of liquid from this company for 3 years. Russ said no. Patty asked who we usually buy from. Jennifer said from this company. Brad said the price for what we were buying from them was about the same as what we are paying now. Russ said their representative felt bad for the misunderstanding and will give us an extra spray bar for the unit for pre-treating blacktop in winter at no charge.

Patty asked if the address on the contract should be the town hall rather than the garage. Sherri said yes.

Patty moved to enter into a 3-year contract with Innovative Solutions with the address changed on the contract as discussed, Bob seconded and the motion was passed.

6. Storm Cleanup Update (6:37)

Russ said Gordon was unavailable this week but the town crew went out with a chipper and did what cleanup they could. Scott has really stepped up with running the grader. He is doing a superb job.

7. FY24 6-Month Budget Review (6:38)

Jennifer reviewed the budget status report for the first 6 months of the current fiscal year. Insurance costs (property, liability, workers' comp) continue to skyrocket for reasons that are out of our control. We have a 12.5% increase.

Regarding selectboard contingency, she thinks when we add items that are not in the budget we need to be more cognizant of where the money is coming from.

Technical expenses are at 91% of budget already. That includes the fee for the NEMRC software, our new website, and The Tech Group. For next year we built in the cost of Microsoft 365.

We have about \$800 left for the post office. We have talked about working on the floor of the post office.

The ARPA expense for the generators is under capital expenses. They have been ordered and once they are purchased and installed we will transfer money from the ARPA accounts to the capital accounts.

She thinks we need to keep an eye on highway spending. Her biggest concerns are capital items and large expenses. The Highways, Infrastructure and Equipment Committee was established to look at the big picture and our 10-year plan. Before equipment is purchased we need to consider how it will affect the 10-year outlook.

Small equipment went over budget because of the channel post driver, but that was paid for with extra income we took in from sale of the trailer.

Bridges, culverts and guardrails is way over budget. But we have a lot of culverts in stock that can be used for projects.

Traffic control materials is right at the edge of the budgeted amount now. We bought some new signs.

The other budget areas are on target.

8. Review Draft RFP for Financial Audit Services (6:50)

Jennifer said we have been using the same auditing firm for over 7 years. It is fairly typical for towns to put out an RFP at some point to see if other firms are out there. She put together an RFP and she will send it out to 4 or 5 governmental audit firms.

Patty asked about the reference in the RFP to financial statement audit vs. single audit. Jennifer said if we get grant funds over a certain amount it triggers a requirement for a single audit. It is very expensive. We don't have to do a single audit every year. Sherri said we have never had to have one. Jennifer said we need to know what they would charge for that if we did have to have one. In talking to other people in her position she has learned that there are only 2 firms that are generally doing business for cities and towns in Vermont other than the one we are using. The other main company is in Maine and everything they do is through a portal. The work involved in having to scan and upload documents for the audit might possibly require us to hire someone to scan things. She doesn't know how efficient it would be to work with the Maine firm. She emphasized that we are not putting out the RFP because we are in any way dissatisfied with the current company. We just need to make sure we are doing due diligence.

Patty noticed a typo in a date on the RFP.

Bob moved to authorize Jennifer to move forward with issuing the RFP for financial audit services as presented with the changes mentioned, Patty seconded and the motion was passed.

9. *Review/Discuss Draft Amendment to Ordinance Regarding Street Naming, Numbering and Addressing (6:56)*

Amanda said town staff found an old ordinance regarding road naming, numbering and signage from 1996. They felt it needed an update. A proposed updated version was included in the board packet.

Bob said it says we don't want roads with similar names in Underhill and Jericho. He thinks we should add other communities like West Bolton and Cambridge. It was suggested that it could refer to towns that are serviced by the Underhill Jericho Fire Department. Amanda said she will modify that section.

Amanda said we number properties on new roads according to the new system based on thousandths of a mile. She is not sure if we should keep a reference to how we number on existing roads. Bob said he would prefer to have all numbering done the same way after a certain date. Brad said 911 grandfathered us. Our system is not based on the mile. It is based on 1000 ft. and we only go to hundredths. When trying to infill a new number we can't just ditch the old system and use the new one. With new roads we use the new standard. At some point we will inevitably have to change all the addresses that use the old numbering system.

Bob said the proposed ordinance says vanity road signs are not permitted. Maybe instead we should allow them but say they have to be a different color from official road signs. Dan and Patty said that makes sense. (Bob left at 7:05.) Amanda said she is thinking of talking to a couple of property owners about changing vanity signs to official road signs. Russ said even if the signs are a different color, if they are the same size as official signs they can still cause confusion. Amanda suggested saying it has to be a different color and a different size. Jennifer suggested maybe we should not allow them to be reflective. Brad said maybe they should have to say that they are not official road signs. Amanda says the proposed ordinance says the town has the authority to take down vanity road signs.

Brad suggested making changes to the draft and putting it on the agenda again. To adopt it we will have to have a public hearing. Patty suggested inviting the fire department to the hearing to testify about their experiences.

10. *April 8, 2024 Solar Eclipse Discussion (7:12)*

Brad said Bob asked him to reach out to the sheriff's department to see if they would be available the day of the eclipse. They said the City of Burlington tried to hire the entire sheriff's department for that day and they refused. They are going to close Route 127 and the airport. There will be bands and \$100 tickets. The sheriff has the impression that a lot of people will be in that area. Vermont State Police have agreed they will not ticket people who pull off the interstate. The sheriff can ask the deputy who usually patrols in Underhill if he can be around on that day.

Dan asked what the purpose is. Jennifer said she thinks the concern is that April can be icy or muddy and if people want to go see the eclipse from the highest place, that is our state park and our roads can't handle that kind of traffic even when they are in good shape. The concern is that there could be an influx of people heading up those roads.

Dan asked what the Green Mountain Club is doing. Brad said he called GMC yesterday and today and didn't get a response. He also sent an email. Dan said he wonders what Stowe is doing. There is easier access to the mountain there. He suggested the Rec Committee might want to plan something. Jennifer said

we don't have parking or infrastructure. Brad said Forests, Parks and Recreation has no plans to promote Mount Mansfield at all. Dan said VLCT is having planning check-in meetings. Maybe Bob could attend the next one as emergency management director. Brad said he will check with Stowe about their plans.

11. Review and Sign 2024 VTrans Mileage Certificate (7:21)

Brad said every year we have to certify our mileage. That is how we get paid our state aid to highways. This time there are no changes. However, Brad noticed that Town Highway 20 is shown as a Class 3 road but it is not. It is 0.14 miles long. If a road does not meet Class 3 standards we can reclassify it as a provisional Class 3 highway if we expect it to meet the standards within 5 years. He does not suggest doing that. Another thing we can do is make a note on the mileage certificate that the road is not up to standard. Then we will not get state aid for that 0.14 mile. We will get about \$250 less.

In the long run he suggests going through the hearing process to reclassify the road as a Class 4 highway. There is a short section on Stevensville Road that we improved using a Better Back Roads grant. That still shows as Class 4, but we could have another reclassification hearing at the same time to upgrade that to Class 3. The length involved is about the same as T.H. 20.

Patty moved to approve the Certificate of Highway Mileage for the year ending February 10, 2024 with no changes except to note that Town Highway 20 has a new name and is not up to standard, Dan seconded and the motion was passed.

12. Review and Sign Municipal Energy Resilience Program (MERP) MOU (7:27)

Brad said the Energy Committee wanted to apply for a grant for an energy audit through the Municipal Energy Resilience Program and we received the grant. It will provide assessments for the town hall and the town garage. **Patty moved to authorize Dan to sign the Memorandum of Agreement between The Vermont Department of Buildings and General Services and the Town of Underhill for the Provision of Municipal Energy Assessment Services Under the Municipal Energy Resilience Program, Dan seconded and the motion was passed.**

13. Energy Committee Appointment (7:29)

Brad said the Energy Committee voted to accept Lori Demaine as a member. Amanda said she has signed the conflict of interest document. **Dan moved to appoint Lori Demaine to a 3-year term on the Energy Committee, Patty seconded and the motion was passed.**

14. Confirm/Announce February 26, 2024 Town Meeting Informational Hearing (7:30)

Brad said he wanted to confirm that Monday, February 26 will be the informational hearing for Australian ballot questions. There had been discussion about having the reorganizational meeting on March 7 and having the sidewalk grant public hearing the same night but the consultant couldn't make it that night. He and Sherri thought the board could reorganize on March 14 and have the sidewalk hearing that night. Dan and Patty agreed to that.

15. Harvest Crossing Implementation Grant (7:33)

Brad said the town supported the United Church of Underhill with a planning grant. Now they would like to start the steps for an implementation grant for construction. The selectboard would need to give Brad authority to open up a folder in the portal for compiling information in anticipation of preparing an application which the selectboard would review before it was submitted. The board would not be committing to anything, just authorizing Brad to open up a folder to compile information. **Patty moved to authorize Brad to open an application folder in the state GEARS portal in preparation for an implementation grant for the Harvest Crossing affordable housing project, Dan seconded and the motion was passed.**

16. Road Posting for Mud Season (7:38)

Brad said one year we posted Pleasant Valley, which is simpler because we don't have to post all the side roads. In 2022 we didn't post Pleasant Valley and had to post all the side roads. Last year the board had to have an emergency meeting to post roads early. Russ thought it might be good to put this on the agenda to

get approval to do it when he feels it is needed. Russ said his plan is not to post Pleasant Valley but to post all the side roads. We have all the signs for the side roads already. He doesn't think it will hurt Pleasant Valley to have heavy vehicles on it. The majority of trucks that travel these roads are exempt anyway. The board agreed to have road posting on the agenda for the next meeting.

17. Closing Public Comment Period (7:44)

No members of the public were present.

18. Member Items, Correspondence, Announcement, Schedule, Dates for Special Meeting (7:45)

Brad said the correspondence in the packet about the sidewalk hearing can be disregarded as it will not happen on that date.

The next regular meeting is February 22. Dan will not be there. Bob may be remote for the February 26 meeting.

19. Executive Session (7:47)

Dan moved to go into executive session under 1 V.S.A. Section 313(a)(1)(A) to discuss a potential contract agreement that may affect the town and that premature public knowledge of said contract may put the public body at a disadvantage, inviting Brad to participate, and then to go into a second executive session under 1 V.S.A. Section 313(a)(3) for the appointment or employment or evaluation of a public officer or employee, inviting Russ to participate, Patty seconded and the motion was passed at 7:48.

Bob returned during the executive session.

Dan moved to come out of executive session at 9:56, Bob seconded and the motion was passed.

Dan said the board has no action to take regarding the contract. The board talked about relating personnel matters.

20. Warrants and Minutes (9:56)

Dan moved to approve AP warrants for February 8, 2024, Bob seconded and the motion was passed.

Dan moved to approve regular monthly AP warrants for December 22, 2023 to February 5, 2024, Patty seconded and the motion was passed.

Dan moved to approve payroll warrants for February 1, 2024, Bob seconded and the motion was passed.

Brad said a decision was not made on the Beaver Deceiver invoice that was included in the packet last time. Kurt Johnson reached out to state wetland ecologist Tina Heath, state river scientist Staci Pomeroy and Chris Brunelle of the state River Management Program. The consensus was to leave it alone until spring. Skip did what we asked him to do. It is not his fault the beavers are gone. We have the outstanding invoice. He reduced it by 10% and he will come back in the spring to make sure the pipe is functioning properly.

Dan said we authorized it and we need to pay our bills. Patty said she will vote to approve it, though she is disappointed in the process. She doesn't feel we got a good performance on Skip's part. She understands we contributed to his challenges by removing the beaver dam but we had to remove it because of flood issues.

Patty moved and Bob seconded to approve paying the Beaver Deceiver invoice. Bob asked where the money will come from. Brad said we would have to look back at what the board decided when the estimate was approved. **The motion was passed.**

Dan moved and Patty seconded to approve the vacation time payout and rollover for two employees as detailed in the document received by the board. Patty said she wants to recognize Brad, who is doing two jobs. She is worried about him being burned out and hoping we can get resolution soon on filling the zoning position. Brad said it is getting tough and he feels he is neglecting some things he should be doing as town administrator. Patty said it is important for him to be able to take time off. The fact that he is unable to take time off amplifies how much of his own time he is using for the town. **The motion was passed.**

21. Adjourn (10:05)
Bob moved to adjourn, Patty seconded and the motion was passed at 10:05.

Minutes submitted by Donna Griffiths

Read and approved as submitted/amended:

Dan Steinbauer, Chair

Date Signed

Date Approved

STATE OF VERMONT
DEPARTMENT OF PUBLIC SAFETY
VERMONT STATE POLICE



Williston Barracks
3294 St. George Road
Williston, VT 05494
802-878-7111

February 7, 2024

Dear Town Manager and Affiliates,

On behalf of the Vermont State Police and as the Station Commander of the Williston Barracks, I'd like to provide you with our 2023 Annual Report. This report will provide information regarding the work your Troopers assigned to the Williston Barracks performed throughout the year.

It is the mission of the Vermont State Police to serve and protect by providing the highest quality of professional law enforcement services to the citizens and visitors of our State. Troopers assigned to the Williston Barracks work closely with various stakeholders to provide the best services possible for both Chittenden and Lamoille Counties to reduce, prevent and deter criminal acts as well as protect those who travel on our roadways through motor vehicle enforcement.

The area of responsibility for the Williston Barracks include:

Chittenden County Towns:

- Jericho
- Underhill
- Westford
- Bolton
- Buel's Gore
- Charlotte
- Huntington
- St. George
- Interstate I-89 from mile marker 67.85 to 104.6
- I-89

Lamoille County Towns:

- Belvidere
- Cambridge
- Eden
- Elmore
- Waterville

"Your Safety Is Our Business"

Below is a report of the 2023 statistics of interest for the Williston Barracks:

2023 Annual Statistics ~ Williston Barracks

Total Cases: 5,036 (Not including Traffic Stops)

Total Arrests: 352

Total Fatal Crashes: 2

Total Injury Crashes: 110

Total Property Damage Crashes: 659

Total Impairment Operation Arrests: 118

Total Burglaries Investigated: 18

Total Vandalisms: 33

Total Alarms: 220

Local Community Report for 2023: Jericho

Total Cases: 443 (Not including Traffic Stops)

Total Arrests: 28

Total Fatal Crashes: 0

Total Injury Crashes: 7

Total Property Damage Crashes: 38

Total Impairment Operation Arrests: 9

Total Burglaries Investigated: 1

Total Vandalisms: 9

Total Alarms: 35

Local Community Report for 2023: Underhill

Total Cases: 221 (Not including Traffic Stops)

Total Arrests: 22

Total Fatal Crashes: 0

Total Injury Crashes: 0

Total Property Damage Crashes: 16

Total Impairment Operation Arrests: 3

Total Burglaries Investigated: 3

Total Vandalisms: 1

Total Alarms: 9

Local Community Report for 2023: Westford

Total Cases: 180 (Not including Traffic Stops)

Total Arrests: 4

Total Fatal Crashes: 0

Total Injury Crashes: 5

Total Property Damage Crashes: 28

Total Impairment Operation Arrests: 2

Total Burglaries Investigated: 1

Total Vandalisms: 3

Total Alarms: 13

Local Community Report for 2023: Bolton

Total Cases: 271 (Not including Traffic Stops)

Total Arrests: 9

Total Fatal Crashes: 0

Total Injury Crashes: 9

Total Property Damage Crashes: 44

Total Impairment Operation Arrests: 5

Total Burglaries Investigated: 1

Total Vandalisms: 1

Total Alarms: 18

Local Community Report for 2023: Buel's Gore

Total Cases: 19 (Not including Traffic Stops)

Total Arrests: 0

Total Fatal Crashes: 0

Total Injury Crashes: 2

Total Property Damage Crashes: 6

Total Impairment Operation Arrests: 0

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 0

Local Community Report for 2023: Charlotte

Total Cases: 362 (Not including Traffic Stops)

Total Arrests: 22

Total Fatal Crashes: 1

Total Injury Crashes: 10

Total Property Damage Crashes: 40

Total Impairment Operation Arrests: 9

Total Burglaries Investigated: 1

Total Vandalisms: 3

Total Alarms: 43

Local Community Report for 2023: Huntington

Total Cases: 125 (Not including Traffic Stops)

Total Arrests: 8

Total Fatal Crashes: 0

Total Injury Crashes: 2

Total Property Damage Crashes: 10

Total Impairment Operation Arrests: 4

Total Burglaries Investigated: 1

Total Vandalisms: 0

Total Alarms: 20

Local Community Report for 2023: St. George

Total Cases: 105 (Not including Traffic Stops)

Total Arrests: 9

Total Fatal Crashes: 0

Total Injury Crashes: 3

Total Property Damage Crashes: 17

Total Impairment Operation Arrests: 2

Total Burglaries Investigated: 2

Total Vandalisms: 2

Total Alarms: 2

Local Community Report for 2023: Interstate 89 from mile marker 67.85 to 104.6

Total Cases: 1,237 (Not including Traffic Stops)

Total Arrests: 57

Total Fatal Crashes: 1

Total Injury Crashes: 44

Total Property Damage Crashes: 309

Total Impairment Operation Arrests: 30

Total Burglaries Investigated: 0

Total Vandalisms: 1

Total Alarms: 0

Local Community Report for 2023: Interstate 189

Total Cases: 117 (Not including Traffic Stops)

Total Arrests: 2

Total Fatal Crashes: 0

Total Injury Crashes: 3

Total Property Damage Crashes: 33

Total Impairment Operation Arrests: 2

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 0

Local Community Report for 2023: Belvidere

Total Cases: 54 (Not including Traffic Stops)

Total Arrests: 3

Total Fatal Crashes: 0

Total Injury Crashes: 2

Total Property Damage Crashes: 5

Total Impairment Operation Arrests: 1

Total Burglaries Investigated: 1

Total Vandalisms: 0

Total Alarms: 1

Local Community Report for 2023: Cambridge

Total Cases: 718 (Not including Traffic Stops)

Total Arrests: 53

Total Fatal Crashes: 0

Total Injury Crashes: 19

Total Property Damage Crashes: 74

Total Impairment Operation Arrests: 14

Total Burglaries Investigated: 4

Total Vandalisms: 5

Total Alarms: 40

Local Community Report for 2023: Eden

Total Cases: 271 (Not including Traffic Stops)

Total Arrests: 24

Total Fatal Crashes: 0

Total Injury Crashes: 3

Total Property Damage Crashes: 15

Total Impairment Operation Arrests: 7

Total Burglaries Investigated: 4

Total Vandalisms: 3

Total Alarms: 1

Local Community Report for 2023: Elmore

Total Cases: 81 (Not including Traffic Stops)

Total Arrests: 7

Total Fatal Crashes: 0

Total Injury Crashes: 0

Total Property Damage Crashes: 12

Total Impairment Operation Arrests: 3

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 9

Local Community Report for 2023: Waterville

Total Cases: 47 (Not including Traffic Stops)

Total Arrests: 6

Total Fatal Crashes: 0

Total Injury Crashes: 0

Total Property Damage Crashes: 3

Total Impairment Operation Arrests: 2

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 0

Local Town Contract Report for 2023: Jericho

Total Cases: 19 (Not including Traffic Stops)

Total Arrests: 1

Total Fatal Crashes: 0

Total Injury Crashes: 0

Total Property Damage Crashes: 2

Total Impairment Operation Arrests: 0

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 0

Local Town Contract Report for 2023: Huntington

Total Cases: 1 (Not including Traffic Stops)

Total Arrests: 1

Total Fatal Crashes: 0

Total Injury Crashes: 0

Total Property Damage Crashes: 0

Total Impairment Operation Arrests: 0

Total Burglaries Investigated: 0

Total Vandalisms: 0

Total Alarms: 0

Local Town Contract Report for 2023: Cambridge

Total Cases: 85 (Not including Traffic Stops)

Total Arrests: 8

Total Fatal Crashes: 0

Total Injury Crashes: 2

Total Property Damage Crashes: 9

Total Impairment Operation Arrests: 1

Total Burglaries Investigated: 0

Total Vandalisms: 1

Total Alarms: 2

Many Troopers assigned to the Williston Barracks are also members of special teams. Through these special teams, they become experts through training, knowledge, and experience in areas of expertise. These special teams are in addition to their primary responsibilities as Troopers. These skills are utilized throughout the State. These specialized trained Troopers are experts in the following areas:

- Drug Recognition Expert (DRE)
- DUI Instructor
- Tactical Services Unit (TSU)
- Critical Action Team (CAT)
- Search and Rescue Team (SAR)
- Crisis Negotiation Unit (CNU)
- Bomb Squad (EOD)
- Crash Reconstruction Team (CRT)
- Crime Scene Search Team (CSST)
- Arson Investigator
- Field Training Officers
- Firearms Instructor
- K-9 Unit

We will continue to make our communities safer through enforcement and education. It has been our privilege to serve the citizens of your community and this State, and we look forward to another productive year in 2024.

Respectfully,

A handwritten signature in black ink, appearing to read 'CJ', with a long horizontal stroke extending to the right.

Lieutenant Cory Lozier
Vermont State Police
Williston Station commander

fy 2023 annual report



Chittenden Solid Waste District

a message from cswd's board chair and executive director

FY 2023 WAS A GREAT YEAR FOR CSWD

We welcomed the City of Essex Junction as a new member community! Their addition brings our District to an impressive strength of 19 towns.

Financials at the District continue to remain strong, despite a small dip in revenue this year. The District's FY23 total operating expenses were \$13,171,211 and operating revenues were \$13,179,141.

According to our waste diversion study for calendar year 2022, the residents, businesses, and institutions from our 19 member towns and cities diverted 55% of their municipal solid waste (MSW) from the landfill. This is a historic high for CSWD and by comparison, significantly more than the 32% US diversion rate for MSW reported by the Environmental Protection Agency (EPA) in 2018, the most recent data available. The data also shows that organics continue to be our biggest opportunity when it comes to diversion making up almost 30% of the material going to the landfill. This will continue to be a key focus for our services and education and outreach.

A FOCUS ON FACILITIES

Voters Approve a New Materials Recycling Facility

The biggest news from FY2023 is the overwhelming support we received from the communities we serve to build a new Materials Recycling Facility (MRF). We know Vermonters have a passion for recycling and last November they voted to make it a priority. More than 80% of Chittenden County voters authorized CSWD to issue general obligation bonds to fund construction of the new MRF. A heartfelt thank you for the support we received for this important project. The new modern MRF will be more efficient and effective,

providing meaningful environmental benefits and reduce Vermont's carbon footprint and designed with the ability to adapt to future changes in recyclable materials, some of which are still on the drawing board or even ones we can't imagine just yet.

CSWD will supplement the \$22 million in approved general obligation bonds and notes with funds from reserves and grants. We have already received a \$250,000 grant from the Recycling Partnership that will allow us to purchase optical sorting equipment for plastic containers, which is a great example of the modern technology that will be featured at the new facility. The loans will be repaid from MRF operating revenue. We are currently in the design and permitting process. Our goal is to break ground next year and be up and running in 2025.

Improvements at Organics Recycling Facility

Significant improvements were made at CSWD Organics Recycling Facility (ORF) including site work to reconfigure the operations and traffic flow, relocation of the commercial scale and renovation of an existing building to house the main office. The site was reconfigured for increased efficiency in operations, to improve traffic safety entering and exiting the facility, and to accommodate the addition of natural wood waste drop-off for the public. The scale, utilized by commercial haulers for food scrap drop-off, is now conveniently located at the new entrance to the facility next to the new ORF office providing a much-improved eagle's nest view of the area for our team.

New Digs for the Admin Team

We are excited to finally have an updated and modern 'home base'. We moved into our new administrative office on Gregory Drive in South Burlington in March. We'd been in our former location on Redmond Road in Williston for over

25 years, and while it had always felt like home (and was a retrofitted raised ranch!), we simply outgrew the space. The original plan was to construct a new Administrative Office building on Redmond Road, but the cost of construction was prohibitive. Instead, we entered into a long-term lease with the City of South Burlington to rent space in one of their municipal buildings. Our new space, co-located with the South Burlington Police, was retrofitted to include 18 offices, one large conference room, a small conference

room, drop-in stations, a welcome area, working kitchen and plenty of natural light. It has been wonderful to be able to collaborate and communicate safely with one another in such a beautiful space. The new conference rooms mean that we no longer need to utilize space at the Williston Town Offices for our monthly meetings. We want to thank the Town of Williston for being such a wonderful host for so many years!

CELEBRATING OUR PEOPLE

Employees

CSWD is proud to employ 55 Vermonters who are passionate about reducing waste and committed to helping others do the same. We take great pride in our people and want to celebrate their impressive milestones as District employees:

32 years Jennifer Holliday, Director of Public Policy and Communications

32 years Gary Winnie, Hazardous Waste Supervisor

31 years Amy Jewell, Director of Administration

30 years J. Todd Dutil, DOC Operator Class 1

Board of Commissioners

The District is overseen by a dedicated Board of Commissioners who are appointed by local leaders to represent their member towns and cities. These individuals are deeply committed to CSWD's mission to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective and economical manner. Their volunteer service is not only impressive, but truly appreciated. New Board members include:


Andrew French – Richmond
Rachel Kennedy (Alternate) – Winooski
Matt Lawless (Alternate) - Shelburne
Jaymi Cleland – St. George

Thank you to the following for your years of service, we wish you well:

Logan Hegg - Richmond
Dr. Ron Stotyn - Winooski

Our Board and our team are focused on the future and continuing to challenge ourselves and each other to create innovative and economical solutions to reducing and managing waste.




Paul Ruess
Chair, Board of Commissioners




Sarah Reeves
Executive Director

who we are

We are a municipal district created in 1987 to oversee and manage solid waste in Chittenden County.

CSWD serves about a quarter of the population of Vermont (169,301 residents and 8,092 businesses)* with facilities, programs, and expertise developed over our 34-year history.

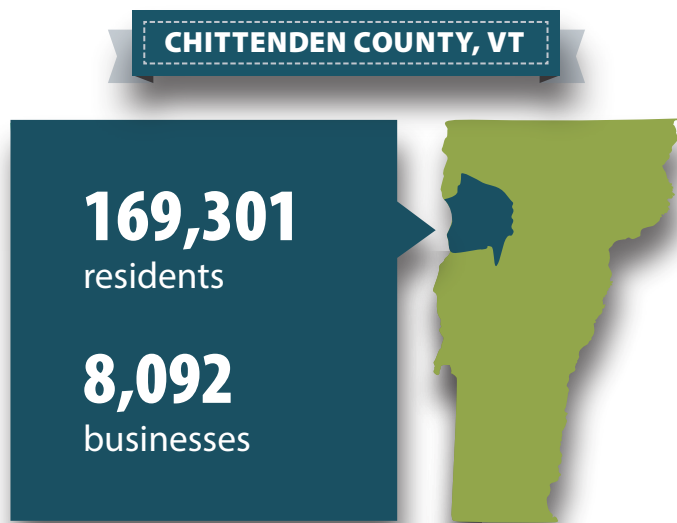
**2022 data. Sources: U.S. Census and VT Dept. Of Labor*

OUR MISSION

The Chittenden Solid Waste District's mission is to reduce and manage the solid waste generated within Chittenden County in an environmentally sound, efficient, effective and economical manner.

OUR VISION

Products are designed to be reused or recycled and our community fully participates in minimizing disposal and maximizing reuse and recycling.



2022 data. Sources: U.S. Census and VT Dept. of Labor

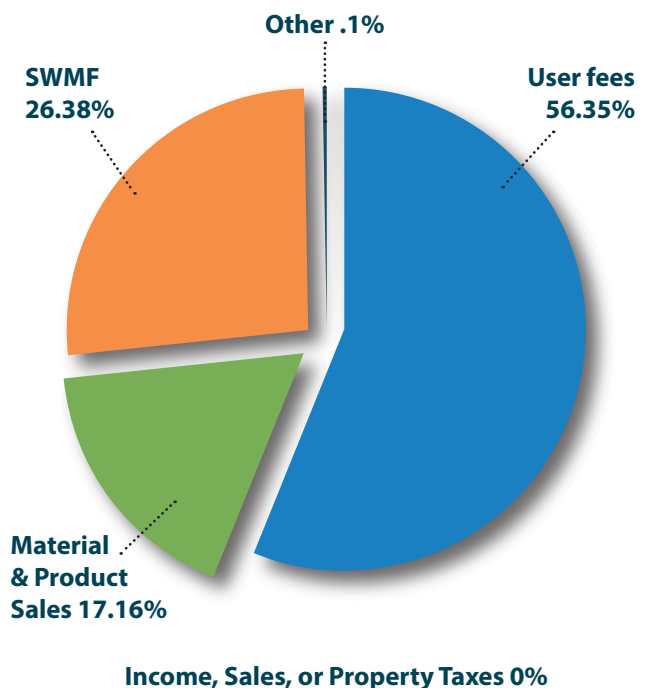
HOW WE'RE FUNDED

Our revenue comes from three primary sources:

- **User fees** on incoming material at our facilities;
- **The Solid Waste Management Fee (SWMF)**, a per-ton fee on material sent to the landfill;
- **Material and product sales** from material we collect and process at our facilities and sell;
- A small, variable percentage of our funding comes from **State grants for hazardous waste and other materials management**.

We are not funded by Income, Sales, or Property tax dollars.

FY23 REVENUE \$13.2M (unaudited)



what we do

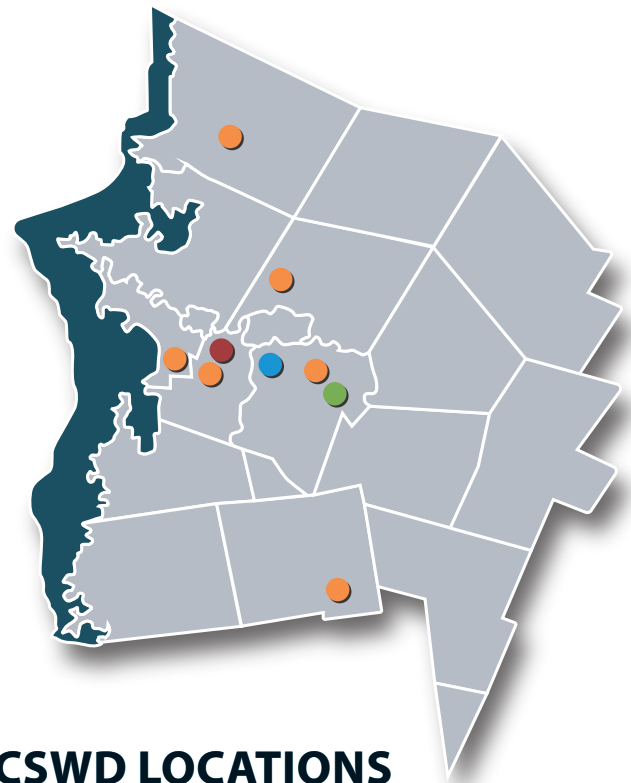
REDUCE WASTE

- › **Educate residents, businesses, schools, and event leaders** on waste prevention and diversion
- › **Promote community reuse options**
- › **Process leftover paint** from residents and businesses into Local Color Paint
- › **Maintain and enforce our Ordinance**, which includes waste prevention and diversion requirements
- › **Help our members** comply with federal and state solid waste laws
- › **Provide facilities and tools** to help members prevent waste and maximize diversion from the landfill to recycling, composting, and other resource recovery
- › **Advocate for state-wide policies** that will reduce waste

MANAGE MATERIALS

Our facilities:

- › **The only municipally owned Materials Recycling Facility** (blue-bin recyclables sorting center) in Vermont
- › **Six regional Drop-Off Centers** for household trash, recycling, organics, and special materials
- › **A comprehensive hazardous waste program for households and small businesses** that includes a permanent year-round collection facility *and* a seasonal mobile collection unit
- › **The state's largest Organics Diversion Facility** (home of Green Mountain Compost) turning food scraps and yard trimmings into compost and soil blends supporting local soils



CSWD LOCATIONS

- **Drop-Off Centers**
- **Environmental Depot**
- **Materials Recycling Facility**
- **Organics Recycling Facility** (Green Mountain Compost)

SUPPORT OUR MEMBERS

- › **Technical expertise and support** for waste-related RFPs and studies
- › **Grant funding**
 - › Community Cleanup Fund for all member towns
 - › Waste Reduction Container and Project Grants
- › **Brokering and investigation** of beneficial use options for biosolids
- › **Green Up Vermont donation** on behalf of all member towns;
- › **Outreach and education**

how we're doing

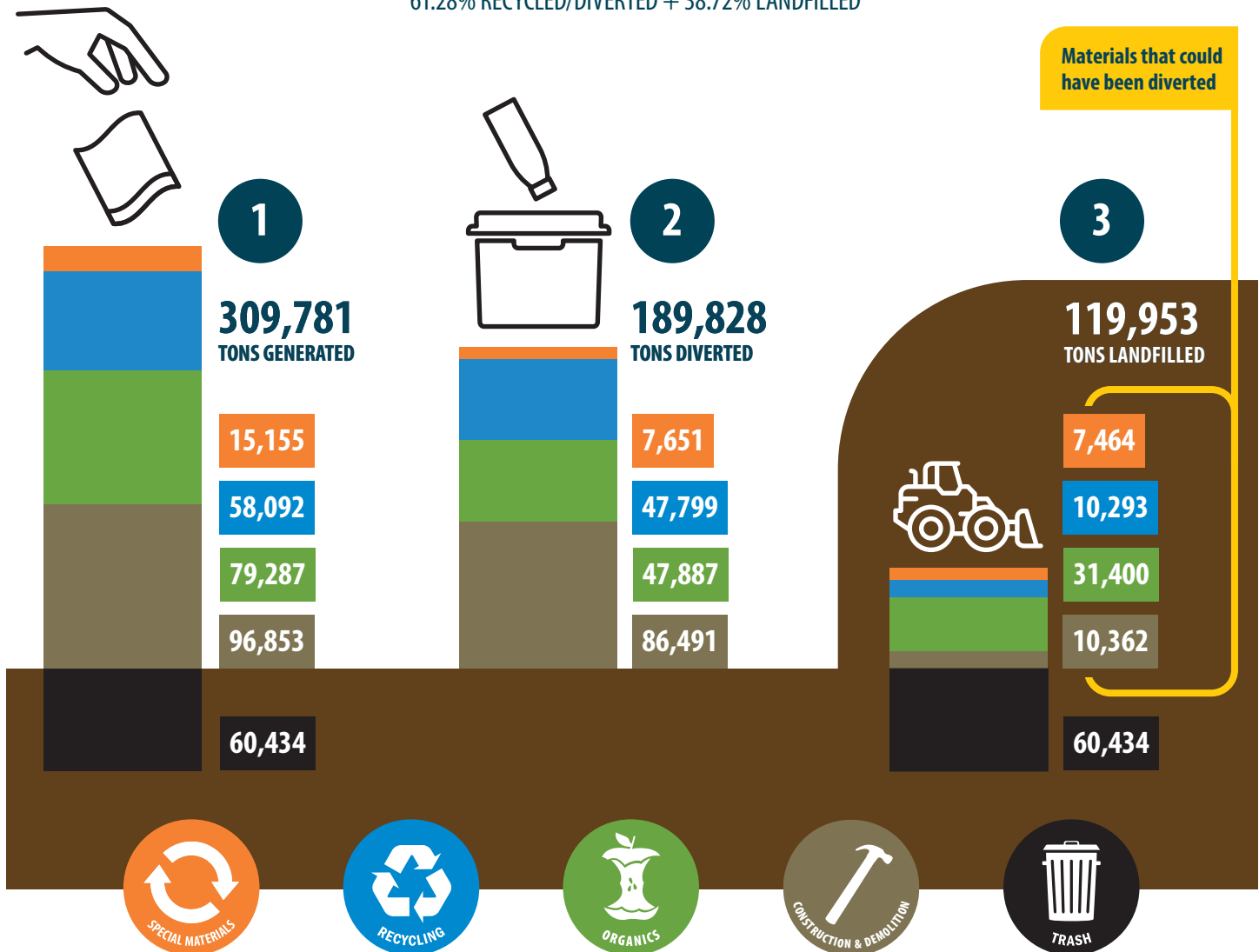
This graphic shows three key measurements of all the materials that individuals and businesses in Chittenden County, VT generated in 2022:

1. An estimate of how much "stuff" we all generated and needed to manage as solid waste in 2022.
2. Which stream all that stuff went to via recycling or composting.
3. How much recoverable material our community chose to send to the landfill instead of keeping it out of the trash by using a currently available program or facility.

Full details are available in the 2022 CSWD Diversion Report.

100% MATERIALS GENERATED (309,781 tons)

61.28% RECYCLED/DIVERTED + 38.72% LANDFILLED



financial reports

Statement on Net Position DRAFT

	FY2023	FY2022
ASSETS		
Current Assets		
Cash & Cash Equivalents	\$9,885,005.67	\$15,316,427.68
Investments	4,270,487.54	54,591.96
Receivables (Net of Allowance)	2,130,671.44	1,962,949.71
Inventories	209,650.83	404,233.63
Prepaid Expenses	112,248.07	78,325.08
Total Current Assets	\$16,608,063.55	\$17,816,528.06
Noncurrent Assets		
Capital Assets		
Land	5,290,800.82	5,290,800.82
Assets in Progress	2,599,861.49	313,939.62
Other Capital Assets Net of Accumulated Depreciation	7,784,048.44	8,103,261.49
Total Noncurrent Assets	15,674,710.75	13,708,001.93
Total Assets	\$32,282,774.30	\$31,524,529.99
LIABILITIES		
Current Liabilities		
Accounts Payable	790,123.64	536,531.48
Accrued Payroll & Benefits Payable	76,114.72	61,376.02
Unearned Revenue	110,082.84	98,060.84
Security Deposits Payable	7,350.00	7,350.00
Accrued Compensated Time	286,167.00	16,180.53
Post Closure Costs Payable (current)	138,300.58	138,300.58
Other Accrued Expenses	41,405.17	40,947.28
Total Current Liabilities	1,449,543.95	898,746.73
Noncurrent Liabilities		
Compensated Absences Payable	-	319,099.14
Post Closure Costs Payable (noncurrent)	378,379.37	378,379.37
Total Noncurrent Liabilities	378,379.37	697,478.51
Total Liabilities	1,827,923.32	1,596,225.24
Net Position		
Net Investment in Capital Assets	13,074,849.26	13,394,062.31
Restricted	1,004,593.08	830,792.04
Unrestricted	16,375,408.64	15,703,450.40
Total Net Position	\$ 30,454,850.98	\$ 29,928,304.75

financial reports

Statement of Revenue, Expenses and Changes in Net Position DRAFT

Operating Revenues	
Tipping Fees	7,425,861
Solid Waste Management Fees	3,476,118
Sale of Materials	2,261,553
License Fees	15,423
Miscellaneous	187
	<hr/>
Total Operating Revenues	13,179,141
Operating Expenses	
Administration	1,505,412
Biosolids Program	1,186,719
Community Support	32,346
Drop Off Centers	2,936,165
Enforcement	175,088
Finance	543,143
Hazardous Waste	822,488
Materials Recycling Facility	3,095,149
Operating Administration	122,056
Organics Recycling Facility	981,646
Property Management	74,953
Waste Reduction	366,032
Change in Estimated Future Landfill Post Closure Costs	310,752
Depreciation	1,019,262
	<hr/>
Total Operating Expenses	13,171,211
Operating Income	7,930
Non-Operating Revenue/Expenses Rental Income	73,500
Investment Income	172,202
Interest Expenses	-
Grant Income	106,850
Other Income	171,502
Net Gain (Loss) on Disposal of Assets	(5,437)
	<hr/>
Total Non-Operating Revenue/Expenses	518,617
Change in Net Position	526,547
Net Positions Beginning of Year	29,928,305
Net Position End of Year	30,454,851

Chittenden Solid Waste District

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www.cswd.net



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*This Annual Report is available at
www.cswd.net.*



Chittenden Solid Waste District