



Town of Underhill

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SELECTBOARD SPECIAL MEETING MINUTES

Friday July 31, 2020, 7:45 A.M.

Underhill Town Hall - Remote Meeting

Selectboard: Dan Steinbauer, Bob Stone, and Peter Duval

Town Staff: Jim Beebe-Woodard, Town Administrator; Patricia Sabalis, Town Agent; Kurt Johnson, Highway Infrastructure Committee Chair

Public: None

7:45 A.M. Call to order, adjustments to agenda. Meeting called to order by Chair Dan Steinbauer. Selectboard and Town staff all identified themselves for the record.

7:46 A.M. Public Comment Period. With no public present, Dan Steinbauer stated we would move right into the agenda.

7:47 A.M. Corbett Bridge contract signing. Dan Steinbauer stated that prior to making a motion on this item he had a question for Pat Sabalis, Town Agent, with respect to whether two separate motions were necessary to approve the contract and then also to authorize him to sign it. Pat Sabalis stated that she believed that it could be covered with one motion. Dan Steinbauer moved to accept the contract for the Corbett Road bridge with Tremblay Construction, and authorize the Chair of the Selectboard to sign the contract so they can begin work on Monday, August 3. Dan asked if there was any discussion. Kurt Johnson said he liked the contract and feels that it's very thorough and clear, and suggested that we should use this contract as a template for future projects as well. Pat Sabalis asked whether Tremblay Construction had approved it. Kurt stated that he will meet with Tremblay Construction on Monday onsite where they will have proof of insurance and bond for Kurt. Kurt will get the contract countersigned, and then return it to the Town Administrator later that day. Pat Sabalis stated that she had sent one to Cricket, the engineer. Kurt said his sense is that Tremblay is good with it and that he is familiar with these kinds of contracts. Kurt stated that his only question pertained to section 15, where it discusses written notice for any project changes and references "by the Town or its duly authorized agent." Kurt asked if there is a dollar amount under which he may be allowed to act as an authorized agent and approve additional expenses, or if he would need to go through the Town Administrator and convene a special meeting of the Selectboard for approval. Dan Steinbauer stated that he thinks the frame of the contract is tight enough that it can allow for that kind of flexibility, and asked what others felt. Dan stated that minor adjustments may need to be made. Pat Sabalis stated that the second paragraph of section 15 reads "any and all questions or disputes arising between the parties...and any claim for additional time or compensation not

covered by this Agreement shall be in writing and referred to the Chair of the town's Highway, Infrastructure and Equipment Committee, who will bring the issue to the attention of the town's Selectboard." Kurt stated that he read that as pertaining to disputes, and asked if it was Pat's understanding that it applied to more. Pat Sabalis repeated that additional time and compensation was covered by this paragraph. Kurt asked whether all adjustments to the cost needed to come to the attention of the Selectboard, even if they are very small. Pat Sabalis stated that she thinks that the Selectboard could make a motion to authorize the Chair of the Highway Committee to approve additional cost under a certain amount. Kurt stated that he thinks that fits under the contract, and repeated his request to the Selectboard whether they would be comfortable with that agreement. Referencing Kurt's proposal, Bob Stone stated it would be his preference to do it this way. Pat Sabalis added that these small adjustments to compensation should still, at some point, be brought to the Selectboard's attention. Dan Steinbauer agreed but clarified this would be a separate motion. Dan asked if there were further comments before voting. Peter Duval stated that he was looking at two documents: General Conditions, and the contract. Peter asked if the General Conditions were standard, and inquired as to from where they originated. Kurt Johnson stated that they were provided by Krickit [Kristen McCusker, P.E.], the engineer. Pat Sabalis stated that the Town's attorney confirmed that these are General Conditions that are part of every deal or contract; some of the provisions apply, but many do not because this project does not include federal money. The Town's attorney did not advise any revisions to the General Conditions because he felt that everything was covered in the contract agreement. Kurt Johnson and Dan Steinbauer agreed that the General Conditions appeared to be "pretty standard." Dan Steinbauer repeated the motion to approve the contract and authorize the Chair to sign the contract. The motion passed, 3-0. Dan Steinbauer made another motion stating: for minor adjustments under \$500, not to exceed \$500, to authorize the Chair of the Highway Infrastructure Committee to keep the ball rolling on construction and informing the Selectboard of the authorization. Bob Stone seconded. In discussion, Bob Stone clarified that it would be for \$500 total, not \$500 per item. Kurt Johnson stated that the Selectboard didn't really need to do that because he couldn't imagine a contractor on a \$200k job would bother for \$500. Kurt said he was thinking more in the few-thousand dollar level but added that he was sensing a sensitivity from the Selectboard with respect to going to that level. Dan Steinbauer stated that he appreciated the effort to avoid special Selectboard meetings for small dollar amounts; he asked whether Bob Stone or Peter Duval would be in favor of revising the motion to increase the threshold from \$500 to \$2500. Pat Sabalis asked to add the point that this contract that is a unit price or quantitative contract, not a guaranteed price. The bid is based on the engineer's estimates for materials and the bidders used those estimates to calculate costs. Therefore, there may be times where the engineer underestimated the amount of materials and the contract will need to put in for more materials. Bob Stone stated that the Selectboard is only a phone call away and these concerns can be addressed as they arise. Bob stated he was ready to move on. Dan called the question again with the threshold still at \$500 and the motion passed 3-0.

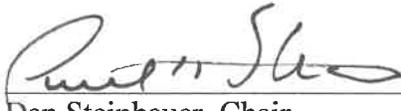
7:58 A.M. Signing of the estoppel certificate for Green Lantern Solar. Dan Steinbauer briefly explained the purpose of the estoppel certificate, which is a pro forma document required for Green Lantern Solar needs to close financing with their lenders. Dan moved to accept the wording and authorize the Chairman of the Selectboard to sign the certificate. Bob Stone seconded. Discussion: Peter Duval restates his concern about the project relying upon statements by the Town and the restraint on the Town's ability to protect itself created by this estoppel

certificate. Pat Sabalis asked what those concerns are. Peter stated that the principal concern is that “the Town has made statements about the condition of the soil under the array and Green Lantern has not, apparently, accepted the risk of instability and, most importantly, subsidence.” Pat Sabalis stated that the estoppel certificate doesn’t really address any of those issues. Peter Duval stated that he just wanted to make that note. Dan Steinbauer stated to Pat Sabalis that he appreciated her minor edit to the document to include the phrase “to the past of the Landlord’s knowledge” in section 6, and further stated he had no problems with the rest of the document. Dan called the question and the motion passed 3-0.

8:02 P.M. Adjournment. On a motion made by Dan and seconded by Bob the Selectboard voted 3-0 to adjourn.

Submitted by Jim Beebe-Woodard, Town Administrator

Read and Approved as submitted/amended.



Dan Steinbauer, Chair

8/4/2020
Date Approved

8/5/2020
Date Signed