



GEORGIA VERMONT

Selectboard Regular Meeting Monday, February 10, 2025 at 6:00 PM Chris Letourneau Meeting Room and via Zoom Agenda

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWVLzVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CHAIR UPDATE
4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
5. SELECTBOARD MINUTES AND WARRANTS

[A.](#) Approval of Selectboard Regular Meeting Minutes for January 27, 2025

[B.](#) Approval of Warrants #2504

6. PUBLIC COMMENT (For items not on agenda)

All participants must clearly state their names. Appropriate actions will be considered once the Selectboard has reviewed the information provided and necessary subsequent research.

[A.](#) AGE WELL Letter of Appreciation-Informational Letter From Age Well for the donation given.

7. CORRESPONDENCE

8. UNFINISHED BUSINESS

[A.](#) Bridge #28 Mill River Road--Update from Tyler Billingsley Project Engineer from East Engineering PLC.

[B.](#) Personnel Policy-Revisions In Process By Town Administrator

[C.](#) Sherwood Forest 3 Acre Rule

[D.](#) Town Electronic Signage--Information Update by Town Administrator--Logan Grimm stopped by my office on Wednesday, gave an update on his Electronic School Sign and the wonderful progress he has made with the project. The mockup sign will be ordered in the next week, he is going to contact me so he can show me exactly what the school sign will look like. The sign is a digital Electronic sign, is 3' x 7', depth of 4 inches, and is controlled via WIFI. Logan has

already reached his fund-raising goals for the schools' sign, cost of the sign is \$16,000. I asked Logan if he was willing to share and present the sign to the selectboard, if he isn't able to, I will get pictures/video of the mockup sign for the board.

- E. Ethics Policy-Revisions in process
- F. Roadside Acres LLC--Informational update--Doug Bergstrom spoke with landowner and attorney, landowner is going to give us an easement, there is new mylar, new deed in process and landowner is paying the \$500 escrow for expenses. All will go off to our lawyer for review once received from landowner.

9. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)

- A. Robert Fletcher of VBB-Winter Bond Pool-Sign Bond Resolution
- B. Sam Carlson of Oncore Renewable Energy-Present Information on Solar Panel Project for Mill River Road.
 - 1. Permit approval
 - 2. plan for project
 - 3. Corporate donation discussion

- C. GCC-Ken Minck-Falls Trail Discussion & Alysia Catalfamo-Purchase Funds Reimbursement Policies

Ken Minck --to discuss Falls Trail (ordinance passed at 10/23/23 meeting) (see attached minutes) Signage and placement, discuss boulders requested by Ken for Trail, Todd from public works had reservations and concerns regarding boulders.

Alysia Catalfamo-Purchase Funds Reimbursement Policies

- D. Vermont Rockets Softball Tournament-Action to waive rental fees for use of the Softball field and pavilion at Georgia Beach for date to include June 20-22 and August 1-3 2025. Board questions from the January 27 2025 meeting were followed up on and answered, Rockets also provided a letter of consideration to waive the fees. Letter and questions attached.

- E. Camp Rainbow-Action to approve use of Georgia Beach Pavilion and waive rental fees for dates of July 7-11 2025

Camp Rainbow is a program of Northwestern Counseling and Support Services and was designed to meet the specialized needs of individuals with Intellectual and Developmental Disabilities to enhance their socialization for a normal day camp experience. Camp is in its 16th year and has been located at Georgia beach for the past 10+ years. Typical day at camp will bring 25-35 campers. In the past the town of Georgia has been generous enough to allow camp to be held at the beach while using the pavilion.

We appreciate the consideration of application to use the beach, should you have any other questions please feel free to reach out ☐

Tina Cross

NCSS

130 Fisher Pond Road

St.Albans, VT 05478

802-370-1140

tcross@ncssinc.org

E. Animal Control Ordinance-Action to Approve

G. Impact Fee Ordinance-Action to Approve

H. Bridge #10 - Review Addendum 1 dated February 4 2025 - to be included in Bid contract documents &

Action to open Bids for Bridge #10 Project

10. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS

A. Town Administrator

B. Treasurer

11. OTHER

12. PLAN NEXT MEETING AGENDA

A. February 24, 2025 @ 6:00pm

13. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)

I would entertain a motion to enter into executive session to discuss _____ which premature disclosure or discussion may be detrimental to the board in itself and/or individuals involved.

I move that we enter into executive session to discuss _____ with (state names of attendees) under the provisions of Title 1, Section 313(a)(1)(A) of the Vermont Statutes. (State Time.)

A. Personnel Policy--Zoning & ACO New Hire Information

14. ADJOURN

TABLED ITEMS:

Posted to the Town website, four designated places within the Town of Georgia (Town Clerk's Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.

Signed: Stacy Katon, Town Administrator

Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com



GEORGIA VERMONT

Selectboard Regular Meeting Monday, January 27, 2025 at 6:00 PM Chris Letourneau Meeting Room and via Zoom Minutes

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | Passcode: 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. **CALL TO ORDER**, C. Rosenquist called the meeting to order at 6:00pm
- SELECTBOARD PRESENT**
Carl Rosenquist, Kristina Senna, Brian Dunsmore (Via Zoom)
- SELECTBOARD ABSENT**
Paul Jansen
- STAFF PRESENT**
Todd Cadieux, Lori Hobart, Stacy Katon
2. **PLEDGE OF ALLEGIANCE**
3. **CHAIR UPDATE**
4. **ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**
 - L. Hobart requested to add Warrant #2503 to the Agenda.
 - K. Senna requested to add Postcards for the 3/1/2025 Informational Meeting to the Agenda.
 - L. Hobart requested Mill River Bridge and the Bond Bank discussion to be added to the Agenda.
 - S. Katon requested NRPC Letter of Support signatures, approval of 1/23/2025 minutes and approval of conference room copier to the Agenda.

Motion made to add all of the above to the Agenda.
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

39 **5. SELECTBOARD MINUTES AND WARRANTS**

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A. Approval of Selectboard Regular Meeting Minutes for 12/23/24 & 01/13/25

Motion to approve the 12/23/2024 minutes with changes.
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

Motion to approve the 1/13/2025 minutes with changes.
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

B. Approval of Warrants # 2502

Motion to approve Warrant # 2502 in the amount of \$112,336.37.
Motion made by K. Senna, Seconded by B. Dunsmore
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

Motion to Approve Warrant # 2503 in the amount of \$100.00.
Motion made by K. Senna, Seconded by C. Rosenquist
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

6. UNFINISHED BUSINESS

Motion to approve the 1/23/2025 minutes with no changes.
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

- K. Senna proposed a postcard be sent out to Georgia residents for the 3/1/2025 informational meeting on the Town budget and articles. The meeting will be held from 9-10am at the Georgia Fire Station Community room.

Motion to approve postcard made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

A. Bridge #28

B. Personnel Policy-Revisions In Process by Town Administrator

C. Sherwood Forest 3 Acre Rule

- S. Katon presented the Northwest Regional Planning Commission 3 Acre Rule Grant for signature. Signatures are needed by February 5th. K. Senna confirmed the motion to approve the grant occurred in December, 2024. C. Rosenquist signed the document.

D. Town Electronic Sign

E. Ethics Policy-Revisions to include new Act 171 guidelines--In Process by Town Administrator

F. Roadside Acres LLC

7. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)

Public Works/ Grounds/Recreation

- T. Cadieux gave a report on the incidents at the Town garage. Waste disposal and insurance were discussed. Town garage staff have been busy moving desks for the Town offices and library.

A. Bridge #10 (HIGHBRIDGE) - General Notice on Bid ad, Plan, Contract Documents

- K. Senna questioned if the bridge would be shut down, estimated time was three weeks. Concerns about fire and rescue in case of emergency.
- T. Cadieux will work with Georgia Fire Chief Baker on an emergency plan of action.
- The Town will need to communicate with Milton, Fairfax Rescue and local residents regarding the bridge/road closure.
- B. Dunsmore recommended hanging signs a month before road closure.
- S. Katon will follow up with Tyler regarding communication plan.
- Bridge work will begin approximately June 17th.

B. Vermont Rockets Request to Waive Fees--Action to Approve--Use of Softball Field and Pavilion at Georgia Beach for dates to include June 20 - 22 and August 1-3, 2025. 25th Annual Tournament.

- The Rockets requested the \$200/day fee for renting the Town Beach and Pavilion be waived for the event (\$1200). They are a 501(c)3 nonprofit organization.
- If permitted, the Town of Georgia will absorb the costs of clean-up. The Town will also be losing revenue by not renting to another individual/organization. Increased trash disposal and increased electricity usage.
- If there is an increased amount of people at the beach, a portable restroom facility is necessary. Discussion on portable restroom for the season.
- S. Katon will ask additional questions about Little League, snack bar and portable restroom rentals. Tabled for next meeting after additional information gathered.

C. NCSS Adult Camp Rainbow Request to Waive Fees--Action to Approve--Use of the beach for the Adult Camp Rainbow the week of July 7-11, 2025

- S. Katon will reach out to NCSS for additional information before the next Selectboard meeting.

8. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS

Town Administrator Report:

- Agreement for the conference room copier. All Town employees, board and committee members should have access to the bigger main copier in the Town Clerk's office. L. Hobart explained researchers use the main copier to make copies and print items by the vault.
- S. Katon will have a conversation with Town Clerk regarding access to the main printer.
- The smaller conference room copier was included in the budget. Selectboard Chair C. Rosenquist signed the contract for the printer.
- Discussion regarding keys and access. The Town Administrator should have access to all the buildings in the Town in case of emergency.

Town Treasurer Report:

- Bond Issue: L. Hobart had a conversation with the Vermont Bond Bank and Tyler last week regarding the Winter Bond disbursed in March.
- Summer Bond is disbursed in August, not November.
- The Bond will go into a US Bank money market account and earn interest until it is used.
- Discussion on the timing and the Archaeological study by the Army Corps of Engineers.
- C. Rosenquist recommends March disbursement, as the funds will gain interest in the money market until such time as it is needed.

K. Senna made the motion to pull the Bond funds in the Winter/March to put into a US Bank money market account to earn interest until the time it is needed.

Motion made by K. Senna, Seconded by B. Dunsmore.

Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

A. Personnel--2025 Holiday Schedule- Action to Approve

- K. Senna questioned Indigenous Peoples Day, October 13th. This date will be observed on November 28th for the Town Offices, and the Highway Department will observe on October 13th, per their union contract.
- New Years Eve is a half day for both Town and Garage workers.
- Conversation over Thursday, June 19th, "Juneteenth" and if it should be observed as a holiday on the Town schedule. This is currently observed as a State and Federal holiday.

Motion to approve 2025 Holiday Schedule, with clarification on Indigenous Peoples Day observance days by Town employees and the Highway Department; and declining observance of Juneteenth as a Town of Georgia holiday.

Motion made by K. Senna, Seconded by B. Dunsmore.

Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

9. PLAN NEXT MEETING AGENDA

A. February 10, 2025 at 6:00 pm

10. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)

C. Rosenquist would entertain a motion to enter into executive session to discuss personnel matters listed below, which premature disclosure or discussion may be detrimental to the board in itself and/or individuals involved.

A. Personnel-ACO Position

B. Personnel – Assessor

I move that we enter into executive session to discuss such personnel matters with Selectboard members and Town Administrator under the provisions of Title 1, Section 313(a)(1)(A) of the Vermont Statutes.

Motion made at 7:13pm by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

Motion to invite S. Keaton to the Executive Session to discuss personnel matters.
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

Motion to exit Executive Session at 7:48pm
Motion made by K. Senna, Seconded by B. Dunsmore.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

No action taken following exit of Executive Session.

11. ADJOURN

Motion to adjourn the meeting at 7:49 pm
Motion made by B. Dunsmore, Seconded by K. Senna.
Voting Yea: B. Dunsmore, C. Rosenquist, K. Senna

Posted to the Town website.
Signed: Stacey Katon, Town Administrator
Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ABOVE PAR ABOVE PAR CLEANING LLC	5165-1453	town office & library	832.00	0.00	832.00	4156	02/10/25
MOSHER AL MOSHER	01.29.25	DOG refund dog lic overpay	10.00	0.00	10.00	4157	02/10/25
ALLEGIANC ALLEGIANCE TRUCKS	122035754:01	parts	575.94	0.00	575.94	4158	02/10/25
ALLEGIANC ALLEGIANCE TRUCKS	122036062:02	adjuster brk slack	110.50	0.00	110.50	4158	02/10/25
					Check Total	686.44	
AMAZON AMAZON CAPITAL SERVICES	13JWLNJ3CXNR	organizers	132.74	0.00	132.74	4159	02/10/25
AMAZON AMAZON CAPITAL SERVICES	19HRJF6CH7HN	conf room equip	174.87	0.00	174.87	4159	02/10/25
AMAZON AMAZON CAPITAL SERVICES	1JKYDTGP1JYF	reader cleaning supplies	34.99	0.00	34.99	4159	02/10/25
AMAZON AMAZON CAPITAL SERVICES	1RKMY64Y14VN	desk supplies	69.97	0.00	69.97	4159	02/10/25
AMAZON AMAZON CAPITAL SERVICES	1YKGTK11YGQD	library supplies	19.26	0.00	19.26	4159	02/10/25
					Check Total	431.83	
BGS ST SU BGS ST SURPLUS PRPRTY	250100172	office desks	240.00	0.00	240.00	4160	02/10/25
BGS ST SU BGS ST SURPLUS PRPRTY	250100175	office supplies	10.00	0.00	10.00	4160	02/10/25
					Check Total	250.00	
BLUECR BLUE CROSS & BLUE SHIELD OF VT	198772563	monthly premium	21332.44	0.00	21332.44	4161	02/10/25
CARGIL CARGILL, INCORPORATED	2910506912	deicer	2969.76	0.00	2969.76	4162	02/10/25
CARGIL CARGILL, INCORPORATED	2910516017	deicer	2898.00	0.00	2898.00	4162	02/10/25
CARGIL CARGILL, INCORPORATED	2910550497	deicer	2034.12	0.00	2034.12	4162	02/10/25
CARGIL CARGILL, INCORPORATED	2910562328	deicer	2927.44	0.00	2927.44	4162	02/10/25
					Check Total	10829.32	
COMCASTB COMCAST BUSINESS	1227-0126	GFD iPads	120.00	0.00	120.00	4163	02/10/25
FIDIUM CONSOLIDATED COMMUNICATIONS	-3032 011825	broadband	86.53	0.00	86.53	4164	02/10/25
PTCC CREDIT CARD SERVICES	-0055 012525	SAM.gov renewal	600.00	0.00	600.00	4165	02/10/25
D&M D & M FIRE SAFETY	INV-63204	extinguisher inspection	1050.00	0.00	1050.00	4166	02/10/25
TAXES ESTATE OF NYE ERIC & PAULINE	104380000	2024 tax overpayment	310.75	0.00	310.75	4167	02/10/25
EXIT18 EXIT 18 EQUIPMENT	93932	base air cleaner	53.92	0.00	53.92	4168	02/10/25
EXIT18 EXIT 18 EQUIPMENT	93949	knob air cleaner	7.47	0.00	7.47	4168	02/10/25
EXIT18 EXIT 18 EQUIPMENT	93950	filter a/c, 22" blade	57.15	0.00	57.15	4168	02/10/25
					Check Total	118.54	
WEBBFW F W WEBB COMPANY	89137246	parts	181.32	0.00	181.32	4169	02/10/25
FASTENAL FASTENAL	VTSTA89538	parts	155.60	0.00	155.60	4170	02/10/25

02/06/25
02:45 pm

Town of Georgia, Vermont Accounts Payable

Check Warrant Report # 2504 Current Prior Next FY Invoices

For checks For Check Acct 01(General Fund) 02/10/25 To 02/10/25

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
EYE MED	FIDELITY SECURITY LIFE INSURAN	166663794 monthly premium	57.67	0.00	57.67	4171	02/10/25
FISHER	FISHER AUTO PARTS, INC.	308-210407 filters	953.64	0.00	953.64	4172	02/10/25
GAP	GEORGIA AUTO PARTS	16843 oil	58.50	0.00	58.50	4173	02/10/25
GAP	GEORGIA AUTO PARTS	16900 3 air filters	149.69	0.00	149.69	4173	02/10/25
GAP	GEORGIA AUTO PARTS	17216 parts	66.60	0.00	66.60	4173	02/10/25
GAP	GEORGIA AUTO PARTS	17226 plug	9.42	0.00	9.42	4173	02/10/25
					Check Total	284.21	
GMP	GREEN MOUNTAIN POWER CORPORATI	-0000 012725 old garage	313.66	0.00	313.66	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0001 012725 library well	31.72	0.00	31.72	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0002 012725 library	437.32	0.00	437.32	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0005 012725 town office	339.59	0.00	339.59	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0006 012725 fire station	645.26	0.00	645.26	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-0009 012725 street lights	256.51	0.00	256.51	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-2626 012725 new garage	538.18	0.00	538.18	4174	02/10/25
GMP	GREEN MOUNTAIN POWER CORPORATI	-4295 012725 salt shed	28.14	0.00	28.14	4174	02/10/25
					Check Total	2590.38	
J&L	J & L HARDWARE, INC.	526788 propane torch kit	110.95	0.00	110.95	4175	02/10/25
J&L	J & L HARDWARE, INC.	526841 paint & parts	147.55	0.00	147.55	4175	02/10/25
J&L	J & L HARDWARE, INC.	527054 wood glue	7.82	0.00	7.82	4175	02/10/25
					Check Total	266.32	
HOOPLA	MIDWEST TAPE LLC	506555105 digital materials	244.14	0.00	244.14	4176	02/10/25
MILTONACE	MILTON ACE HARDWARE	46329/4 u post	9.99	0.00	9.99	4177	02/10/25
MILTONACE	MILTON ACE HARDWARE	46357/4 key copies	22.95	0.00	22.95	4177	02/10/25
					Check Total	32.94	
MINUTEMAN	MINUTEMAN PRESS	59687 postcards- info mtg	591.75	0.00	591.75	4178	02/10/25
MYERS	MYERS CONTAINER SERVICE CORP	22569 012725 trash collection	186.99	0.00	186.99	4179	02/10/25
MYERS	MYERS CONTAINER SERVICE CORP	22661 012725 extra trash	7.50	0.00	7.50	4179	02/10/25
					Check Total	194.49	
NEDENT	NORTHEAST DELTA DENTAL	FEB 25 monthly premium	547.64	0.00	547.64	4180	02/10/25
OMG	O'ROURKE MEDIA GROUP, LLC	401327 DRB notice	163.60	0.00	163.60	4181	02/10/25
R.R.CHARL	R R CHARLEBOIS INC	IE63438 filters	234.57	0.00	234.57	4182	02/10/25
R.R.CHARL	R R CHARLEBOIS INC	IE63589 brake chamber	55.98	0.00	55.98	4182	02/10/25
					Check Total	290.55	

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
11239	ROWLEY	522447	#2 diesel	653.01	0.00	653.01	4183 02/10/25
11239	ROWLEY	522621	#2 diesel	164.48	0.00	164.48	4183 02/10/25
					Check Total	817.49	
9550	ROWLEY	01.27.25	unleaded gasoline	197.98	0.00	197.98	4184 02/10/25
SHELBU	SHELBURNE LIMESTONE CORPORATIO	5960	1/2" stone	370.62	0.00	370.62	4185 02/10/25
STITZEL	SP&F ATTORNEYS, P.C.	89778	legal fees	210.00	0.00	210.00	4186 02/10/25
American Tower							
Mill River Bridge							
Rhodeside Acres							
STICKS	STICKS & STUFF	288842	supplies	347.47	0.00	347.47	4187 02/10/25
STICKS	STICKS & STUFF	288843	CO detector	57.99	0.00	57.99	4187 02/10/25
					Check Total	405.46	
THERAD	THE RADIO NORTH GROUP INC	24146818	ext speaker	75.00	0.00	75.00	4188 02/10/25
THERAD	THE RADIO NORTH GROUP INC	24146829	install radio base	1016.50	0.00	1016.50	4188 02/10/25
					Check Total	1091.50	
UNIFIR	UNIFIRST CORPORATION	1080251013	floor mats	41.68	0.00	41.68	4189 02/10/25
UNIFIR	UNIFIRST CORPORATION	1080255032	uniforms & supplies	267.94	0.00	267.94	4189 02/10/25
UNIFIR	UNIFIRST CORPORATION	1080256146	office mats	52.39	0.00	52.39	4189 02/10/25
UNIFIR	UNIFIRST CORPORATION	1080256149	library floor mats	41.68	0.00	41.68	4189 02/10/25
UNIFIR	UNIFIRST CORPORATION	1080256502	uniforms	109.56	0.00	109.56	4189 02/10/25
UNIFIR	UNIFIRST CORPORATION	1080257510	uniforms	109.56	0.00	109.56	4189 02/10/25
					Check Total	622.81	
VGS	VERMONT GAS SYSTEMS INC	-5441 013025	fire station	1042.39	0.00	1042.39	4190 02/10/25
VGS	VERMONT GAS SYSTEMS INC	-5994 013025	new garage	1583.47	0.00	1583.47	4190 02/10/25
VGS	VERMONT GAS SYSTEMS INC	-7845 013025	town offices	270.99	0.00	270.99	4190 02/10/25
VGS	VERMONT GAS SYSTEMS INC	-8090 013025	old garage	780.92	0.00	780.92	4190 02/10/25
					Check Total	3677.77	
VIKING	VIKING -CIVES USA	4539604	parts	5833.30	0.00	5833.30	4191 02/10/25
VMERSDB	VMERS	JAN 2025	Jan 2025 contribution	16178.85	0.00	16178.85	4192 02/10/25
VTSAFETY	VT DEPT OF PUBLIC SAFETY #7381	91094	law enforcement	1303.46	0.00	1303.46	4193 02/10/25
Original check 4030 was made out to the incorrect vendor.							
WBMASON	W.B. MASON CO., INC.	251972894	water	83.72	0.00	83.72	4194 02/10/25
WBMASON	W.B. MASON CO., INC.	CM3429641	water deposit refund	-24.00	0.00	-24.00	4194 02/10/25
					Check Total	59.72	

02/06/25
02:45 pm

Town of Georgia, Vermont Accounts Payable

Check Warrant Report # 2504 Current Prior Next FY Invoices

For checks For Check Acct 01(General Fund) 02/10/25 To 02/10/25

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
WORKSAFE WORKSAFE	36246	street signs	1155.60	0.00	1155.60	4195	02/10/25
WORKSAFE WORKSAFE	36247	sign posts	16491.00	0.00	16491.00	4195	02/10/25
					Check Total	17646.60	
APPLE APPLE INC	JAN 25	cell phone storage	0.99	0.00	0.99 E	21001	02/10/25
COMCAST COMCAST	-2588 012825	modem #2	14.95	0.00	14.95 E	21002	02/10/25
COMCAST COMCAST	-3288 012425	town office	216.97	0.00	216.97 E	21003	02/10/25
COMCAST COMCAST	-4377 012425	fire station	203.07	0.00	203.07 E	21004	02/10/25
COMCAST COMCAST	-7269 012425	new garage	209.17	0.00	209.17 E	21005	02/10/25
MINUTEMAN MINUTEMAN PRESS	02.03.25	postcard postage - info	875.83	0.00	875.83 E	21006	02/10/25
OFF PROF OFFICE OF PROFESSIONAL REGULAT	L-632875	S Katon notary renewal	130.00	0.00	130.00 E	21007	02/10/25
Report Total			93,278.64	0.00	93,278.64		

To the Treasurer of Town of Georgia, We Eereby 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 \$ ****93,278.64 Let this be your order for the payments of these amounts.

Carl Rosenquist(Chair)

(Vice Chair)

Brian Dunsmore

Paul Jansen

Kristina Senna

02/06/25
02:29 pm

Town of Georgia, Vermont Accounts Payable
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Section 5. Item #B.

GeorgiaTreasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
ABOVE PAR ABOVE PAR CLEANING LLC	5165-1453		01/31/25	02/28/25	01 town office & library			
	1-7-05-28-45.60		Janitorial Supply/Svs.			832.00	0.00	0.00
MOSHER AL MOSHER	01.29.25		DOG	01/29/25	01/29/25 01 refund dog lic overpay			
	1-7-05-10-50.00		Dog Licenses			10.00	0.00	0.00
ALLEGIANC ALLEGIANCE TRUCKS	122035754:01			01/20/25	02/19/25 01 parts			
	1-7-10-30-62.60		2020 Tandem Repairs			575.94	0.00	0.00
	122036062:02			01/29/25	02/28/25 01 adjuster brk slack			
	1-7-10-30-62.75		2013 International Repair			110.50	0.00	0.00
Total For ALLEGIANC TRUCKS						686.44	0.00	0.00
AMAZON AMAZON CAPITAL SERVICES	13JWLNJ3CXNR			01/16/25	02/15/25 01 organizers			
	1-7-05-36-22.00		Fire & Rescue Supplies			132.74	0.00	0.00
	19HRJF6CH7HN			01/28/25	02/27/25 01 conf room equip			
	1-7-02-20-52.10		Admin Prchse-Impact Fees			174.87	0.00	0.00
	1JKYDTGP1JYF			01/29/25	02/28/25 01 reader cleaning supplies			
	1-7-05-20-22.00		Admin Office Supplies			34.99	0.00	0.00
	1RMY64Y14VN			01/29/25	02/28/25 01 desk supplies			
	1-7-05-20-22.00		Admin Office Supplies			69.97	0.00	0.00
	1YKGTX11YGQD			01/22/25	02/21/25 01 library supplies			
	1-7-05-70-22.00		Library Supplies			19.26	0.00	0.00
Total For AMAZON CAPITAL SERVICES						431.83	0.00	0.00
APPLE APPLE INC	JAN 25			02/28/25	02/28/25 01 cell phone storage			
direct pay	1-7-05-28-30.70		New Hwy Garage Utilities			0.99	0.00	0.00
BGS ST SU BGS ST SURPLUS PRPRTY	250100172			01/28/25	01/28/25 01 office desks			
	1-7-02-20-52.10		Admin Prchse-Impact Fees			240.00	0.00	0.00
	250100175			01/29/25	01/29/25 01 office supplies			
	1-7-05-20-22.00		Admin Office Supplies			10.00	0.00	0.00
Total For BGS ST SURPLUS PRPRTY						250.00	0.00	0.00
BLUECR BLUE CROSS & BLUE SHIELD	198772563			02/03/25	02/26/25 01 monthly premium			
	1-2-00-05-10.36		Health Withholding			1,668.55	0.00	0.00
	1-7-05-05-10.23		Gen Gov Insurance Benefit			3,034.94	0.00	0.00
	1-7-05-10-10.18		Clerks Office Ins Bene			2,084.51	0.00	0.00
	1-7-05-28-10.04		Public Works Insurance Be			3,034.94	0.00	0.00

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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	1-7-05-36-10.17		Fire & Rescue Ins. Benefi			2,160.09	0.00	0.00
	1-7-05-70-14.00		Library Health Insurance			1,994.34	0.00	0.00
	1-7-10-05-10.13		Highway Ins. Benefits			7,355.07	0.00	0.00
Invoice 198772563 Total						21,332.44	0.00	0.00
CARGIL	CARGILL, INCORPORATED	2910506912	01/15/25	02/14/25	01 daicer			
		1-7-10-20-55.00	Winter Sand/Salt			2,969.76	0.00	0.00
		2910516017	01/16/25	02/15/25	01 daicer			
		1-7-10-20-55.00	Winter Sand/Salt			2,898.00	0.00	0.00
		2910550497	01/22/25	02/21/25	01 daicer			
		1-7-10-20-55.00	Winter Sand/Salt			2,034.12	0.00	0.00
		2910562328	01/24/25	02/23/25	01 daicer			
		1-7-10-20-55.00	Winter Sand/Salt			2,927.44	0.00	0.00
Total For CARGILL, INCORPORATED						10,829.32	0.00	0.00
COMCAST	COMCAST	-2588 012825	01/28/25	02/23/25	01 modem #2			
		1-7-05-28-30.50	Town Hall Utilities			14.95	0.00	0.00
		-3288 012425	01/24/25	02/19/25	01 town office			
		1-7-05-28-30.50	Town Hall Utilities			216.97	0.00	0.00
		-4377 012425	01/24/25	02/19/25	01 fire station			
		1-7-05-28-30.25	Fire & Rescue Utilities			203.07	0.00	0.00
		-7269 012425	01/24/25	02/19/25	01 new garage			
		1-7-05-28-30.70	New Hwy Garage Utilities			209.17	0.00	0.00
Total For COMCAST						644.16	0.00	0.00
direct pay								
COMCASTB	COMCAST BUSINESS	1227-0126	01/26/25	02/16/25	01 GFD iPads			
		1-7-05-36-52.40	GFD Computer/Office Suppl			120.00	0.00	0.00
FIDIUM	CONSOLIDATED COMMUNICATIO	-3032 011825	01/18/25	02/18/25	01 broadband			
		1-7-05-28-30.20	Town Beach Utilities			86.53	0.00	0.00
PTCC	CREDIT CARD SERVICES	-0055 012525	01/25/25	02/22/25	01 SAM.gov renewal			
		1-7-05-60-49.15	Other Dues			600.00	0.00	0.00
D&M	D & M FIRE SAFETY	INV-63204	01/17/25	02/16/25	01 extinguisher inspection			
		1-7-05-28-45.30	Library Building Maint.			125.00	0.00	0.00
		1-7-05-28-45.70	New Hwy Bldg. Maint.			210.00	0.00	0.00
		1-7-05-28-45.25	Fire & Rescue Bldg Maint.			440.00	0.00	0.00
		1-7-05-28-45.30	Library Building Maint.			200.00	0.00	0.00

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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	1-7-05-28-45.70	New Hwy Bldg. Maint.				75.00	0.00	0.00
Invoice INV-63204 Total						1,050.00	0.00	0.00
TAXES	ESTATE OF NYE ERIC & PAUL 104380000		01/02/25	01/02/25	01	2024 tax overpayment		
	1-2-00-10-00.05	Due To Taxpayers				310.75	0.00	0.00
EXIT18	EXIT 18 EQUIPMENT							
	93932		01/22/25	02/21/25	01	base air cleaner		
	1-7-10-30-62.00	Hwy Parts & Supplies				53.92	0.00	0.00
	93949		01/24/25	02/23/25	01	knob air cleaner		
	1-7-10-30-62.00	Hwy Parts & Supplies				7.47	0.00	0.00
	93950		01/24/25	02/23/25	01	filter a/c, 22" blade		
	1-7-10-30-62.00	Hwy Parts & Supplies				57.15	0.00	0.00
Total For EXIT 18 EQUIPMENT						118.54	0.00	0.00
WEBBFW	F W WEBB COMPANY							
	89137246		01/16/25	02/15/25	01	parts		
	1-7-05-28-45.50	Town Hall Building Maint.				181.32	0.00	0.00
FASTENAL	FASTENAL							
	VTSTA89538		01/17/25	02/16/25	01	parts		
	1-7-10-30-62.00	Hwy Parts & Supplies				155.60	0.00	0.00
EYE MED	FIDELITY SECURITY LIFE IN							
	166663794		02/01/25	02/01/25	01	monthly premium		
	1-2-00-05-10.37	Vision Withholding				57.67	0.00	0.00
FISHER	FISHER AUTO PARTS, INC.							
	308-210407		01/27/25	02/26/25	01	filters		
	1-7-05-36-63.05	GFD Truck/App Repairs				953.64	0.00	0.00
GAP	GEORGIA AUTO PARTS							
	16843		01/16/25	02/15/25	01	oil		
	1-7-10-30-62.00	Hwy Parts & Supplies				58.50	0.00	0.00
	16900		01/17/25	02/16/25	01	3 air filters		
	1-7-10-30-62.00	Hwy Parts & Supplies				149.69	0.00	0.00
	17216		01/24/25	02/23/25	01	parts		
	1-7-10-30-62.00	Hwy Parts & Supplies				66.60	0.00	0.00
	17226		01/24/25	02/23/25	01	plug		
	1-7-10-30-62.00	Hwy Parts & Supplies				9.42	0.00	0.00
Total For GEORGIA AUTO PARTS						284.21	0.00	0.00
GMP	GREEN MOUNTAIN POWER CORP							
	-0000 012725		01/27/25	02/23/25	01	old garage		
	1-7-05-28-30.35	Old Hwy Garage Utilities				313.66	0.00	0.00
	-0001 012725		01/27/25	02/23/25	01	library well		
	1-7-05-28-30.30	Library Utilities				31.72	0.00	0.00

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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
	-0002 012725		01/27/25	02/23/25	01 library			
	1-7-05-28-30.30		Library Utilities			437.32	0.00	0.00
	-0005 012725		01/27/25	02/23/25	01 town office			
	1-7-05-28-30.50		Town Hall Utilities			339.59	0.00	0.00
	-0006 012725		01/27/25	02/23/25	01 fire station			
	1-7-05-28-30.25		Fire & Rescue Utilities			645.26	0.00	0.00
	-0009 012725		01/27/25	02/23/25	01 street lights			
	1-7-05-28-30.75		Streetlight Electricity			256.51	0.00	0.00
	-2626 012725		01/27/25	02/23/25	01 new garage			
	1-7-05-28-30.70		New Hwy Garage Utilities			538.18	0.00	0.00
	-4295 012725		01/27/25	02/23/25	01 salt shed			
	1-7-05-28-30.35		Old Hwy Garage Utilities			28.14	0.00	0.00
Total For GREEN MOUNTAIN POWER CORPORATION						2,590.38	0.00	0.00
J&L	J & L HARDWARE, INC.	526788	01/22/25	02/21/25	01 propane torch kit			
	1-7-05-36-63.00		GFD Equiup Prshe/Repair			110.95	0.00	0.00
	526841		01/23/25	01/31/25	01 paint & parts			
	1-7-10-30-62.00		Hwy Parts & Supplies			147.55	0.00	0.00
	527054		01/28/25	01/31/25	01 wood glue			
	1-7-10-30-62.00		Hwy Parts & Supplies			7.82	0.00	0.00
Total For J & L HARDWARE, INC.						266.32	0.00	0.00
HOOPLA	MIDWEST TAPE LLC	506555105	12/31/24	01/30/25	01 digital materials			
	1-7-05-70-22.35		Library Online/Electronic			244.14	0.00	0.00
MILTONACE	MILTON ACE HARDWARE	46329/4	01/24/25	01/31/25	01 u post			
	1-7-05-80-52.00		GCC Prchse - Current Yr			9.99	0.00	0.00
	46357/4		01/28/25	02/27/25	01 key copies			
	1-7-05-28-55.50		Town Hall Building Supply			22.95	0.00	0.00
Total For MILTON ACE HARDWARE						32.94	0.00	0.00
MINUTEMAN	MINUTEMAN PRESS	02.03.25	02/03/25	02/03/25	01 postcard postage - info			
	1-7-05-20-21.00		Admin Postage			875.83	0.00	0.00
	59687		02/04/25	02/04/25	01 postcards- info mtg			
	1-7-05-20-25.00		Printing/Publishing			591.75	0.00	0.00

direct pay

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GeorgiaTreasurer

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
Total For MINUTEMAN PRESS						1,467.58	0.00	0.00
MYERS	MYERS CONTAINER SERVICE C	22569 012725	01/27/25	02/26/25	01 trash collection			
		1-7-05-28-30.30	Library Utilities			46.74	0.00	0.00
		1-7-05-28-30.25	Fire & Rescue Utilities			46.75	0.00	0.00
		1-7-05-28-30.50	Town Hall Utilities			46.75	0.00	0.00
		1-7-05-28-30.70	New Hwy Garage Utilities			46.75	0.00	0.00
Invoice 22569 012725 Total						186.99	0.00	0.00
		22661 012725	01/27/25	02/26/25	01 extra trash			
		1-7-05-28-30.30	Library Utilities			7.50	0.00	0.00
Total For MYERS CONTAINER SERVICE CORP						194.49	0.00	0.00
NEDENT	NORTHEAST DELTA DENTAL	FEB 25	01/15/25	02/01/25	01 monthly premium			
		1-7-05-05-10.25	Gen Gov Insurance Dental			37.87	0.00	0.00
		1-7-10-05-10.14	Highway Ins Dental			110.41	0.00	0.00
		1-7-05-28-10.06	Public Works Ins. Dental			29.31	0.00	0.00
		1-7-05-10-10.20	Clerks Office Ins. Dental			34.67	0.00	0.00
		1-7-05-36-10.19	Fire & Rescue Ins. Dental			37.87	0.00	0.00
		1-7-05-70-16.00	Library Dental Insurance			29.31	0.00	0.00
		1-2-00-05-10.35	Dental Withholding			268.20	0.00	0.00
Invoice FEB 25 Total						547.64	0.00	0.00
OMG	O'ROURKE MEDIA GROUP, LLC	401327	01/31/25	02/20/25	01 DRB notice			
		1-7-05-20-25.00	Printing/Publishing			163.60	0.00	0.00
OFF PROF	OFFICE OF PROFESSIONAL RE	L-632875	02/05/25	02/05/25	01 S Katon notary renewal			
		1-7-05-20-22.00	Admin Office Supplies			130.00	0.00	0.00
<i>direct pay</i>								
R.R.CHARL	R R CHARLEBOIS INC	IE63438	01/27/25	02/26/25	01 filters			
		1-7-05-36-63.05	GFD Truck/App Repairs			234.57	0.00	0.00
		IE63589	01/29/25	01/31/25	01 brake chamber			
		1-7-10-30-62.40	2017 Tandam Repairs			55.98	0.00	0.00
Total For R R CHARLEBOIS INC						290.55	0.00	0.00
11239	ROWLEY	522447	02/04/25	02/09/25	01 #2 diesel			
		1-7-10-30-51.00	Fuels And Oils			653.01	0.00	0.00
		522621	02/04/25	02/09/25	01 #2 diesel			
		1-7-10-30-51.00	Fuels And Oils			164.48	0.00	0.00
Total For ROWLEY						817.49	0.00	0.00

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9550 ROWLEY	01.27.25		01/27/25	02/26/25	01			
	1-7-10-30-51.00	Fuels And Oils				197.98	0.00	0.00
5960			01/18/25	02/17/25	01			
SHELBURN SHELBU	5960		01/18/25	02/17/25	01			
	1-7-10-20-55.00	Winter Sand/Salt				370.62	0.00	0.00
89778			01/29/25	02/28/25	01			
STITZEL SP&F ATTORNEYS, P.C.	89778		01/29/25	02/28/25	01			
	1-7-05-05-43.00	Legal Expenses				21.00	0.00	0.00
	N-7-05-20-00.20	Mill River Bridge				84.00	0.00	0.00
	1-7-05-05-43.00	Legal Expenses				105.00	0.00	0.00
Invoice 89778 Total						210.00	0.00	0.00
288842			01/10/25	02/28/25	01			
STICKS STICKS & STUFF	288842		01/10/25	02/28/25	01			
	1-7-05-28-45.70	New Hwy Bldg. Maint.				347.47	0.00	0.00
288843			01/10/25	02/28/25	01			
	1-7-05-28-45.30	Library Building Maint.				57.99	0.00	0.00
Total For STICKS & STUFF						405.46	0.00	0.00
24146818			01/17/25	02/16/25	01			
THERAD THE RADIO NORTH GROUP INC	24146818		01/17/25	02/16/25	01			
	1-7-05-28-45.70	New Hwy Bldg. Maint.				75.00	0.00	0.00
24146829			01/14/25	02/13/25	01			
	1-7-05-28-45.70	New Hwy Bldg. Maint.				1,016.50	0.00	0.00
Total For THE RADIO NORTH GROUP INC						1,091.50	0.00	0.00
1080251013			12/24/24	01/23/25	01			
UNIFIR UNIFIRST CORPORATION	1080251013		12/24/24	01/23/25	01			
	1-7-05-28-45.30	Library Building Maint.				41.68	0.00	0.00
1080255032			01/15/25	02/14/25	01			
	1-7-10-40-18.00	Highway Uniforms/Boots				109.30	0.00	0.00
	1-7-05-28-45.60	Janitorial Supply/Svs.				158.64	0.00	0.00
Invoice 1080255032 Total						267.94	0.00	0.00
1080256146			01/21/25	02/20/25	01			
	1-7-05-28-45.50	Town Hall Building Maint.				52.39	0.00	0.00
1080256149			01/21/25	02/20/25	01			
	1-7-05-28-45.30	Library Building Maint.				41.68	0.00	0.00
1080256502			01/22/25	02/21/25	01			
	1-7-10-40-18.00	Highway Uniforms/Boots				109.56	0.00	0.00
1080257510			01/29/25	02/28/25	01			
	1-7-10-40-18.00	Highway Uniforms/Boots				109.56	0.00	0.00

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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
Total For UNIFIRST CORPORATION						622.81	0.00	0.00
VGS	VERMONT GAS SYSTEMS INC	-5441 013025	01/30/25	02/24/25	01 fire station			
		1-7-05-28-30.25	Fire & Rescue Utilities			1,042.39	0.00	0.00
		-5994 013025	01/30/25	02/24/25	01 new garage			
		1-7-05-28-30.70	New Hwy Garage Utilities			1,583.47	0.00	0.00
		-7845 013025	01/30/25	02/24/25	01 town offices			
		1-7-05-28-30.50	Town Hall Utilities			270.99	0.00	0.00
		-8090 013025	01/30/25	02/24/25	01 old garage			
		1-7-05-28-30.35	Old Hwy Garage Utilities			780.92	0.00	0.00
Total For VERMONT GAS SYSTEMS INC						3,677.77	0.00	0.00
VIKING	VIKING -CIVES USA	4539604	01/20/25	02/19/25	01 parts			
		1-7-10-30-62.00	Hwy Parts & Supplies			5,833.30	0.00	0.00
VMERSDB	VMERS	JAN 2025	01/31/25	02/11/25	01 Jan 2025 contribution			
		1-2-00-05-10.25	Retirement Withholding			16,178.85	0.00	0.00
VTSAFETY	VT DEPT OF PUBLIC SAFETY	91094	11/30/24	11/30/24	01 law enforcement			
		1-7-05-30-45.05	Law Enforcement			1,303.46	0.00	0.00
WEMASON	W.B. MASON CO., INC.	251972894	01/28/25	02/27/25	01 water			
		1-7-10-30-55.10	Hwy Office Supplies			41.86	0.00	0.00
		1-7-05-20-22.00	Admin Office Supplies			41.86	0.00	0.00
Invoice 251972894 Total						83.72	0.00	0.00
		CM3429641	01/28/25	01/28/25	01 water deposit refund			
		1-7-10-30-55.10	Hwy Office Supplies			-12.00	0.00	0.00
		1-7-05-20-22.00	Admin Office Supplies			-12.00	0.00	0.00
Invoice CM3429641 Total						-24.00	0.00	0.00
Total For W.B. MASON CO., INC.						59.72	0.00	0.00
WORKSAFE	WORKSAFE	36246	01/23/25	02/22/25	01 street signs			
		1-7-02-80-52.20	Hwy Dept Grant Expenditur			1,155.60	0.00	0.00
		36247	01/23/25	02/22/25	01 sign posts			
		1-7-02-80-52.20	Hwy Dept Grant Expenditur			16,491.00	0.00	0.00
Total For WORKSAFE						17,646.60	0.00	0.00

02/06/25
02:29 pm

Town of Georgia, Vermont Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 02/28/25

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
Report Grand Total						93,278.64	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
1	93,194.64	0.00
N	84.00	0.00
	93,278.64	0.00



agewellvt.org
Helpline: 1-800-642-5119
P 802-865-0360
F 802-865-0363
875 Roosevelt Hwy, Ste. 210
Colchester, VT 05446



Section 6. Item #A.

January 2, 2025

Town of Georgia
Attn: Cheryl Letourneau
47 Town Common Rd N
St. Albans, VT 05478



Dear Cheryl,

Thank you for your allocation of \$550.00 to Age Well received on January 2, 2025 in support of services provided to the Town of Georgia residents.

BECAUSE OF YOU... older Vermonters are receiving nutritious meals, in-home care and case management services, wellness programs and much more to keep them healthy, safe, and at home – where they want to be.

BECAUSE OF YOU... we are making a real difference in the lives of those we serve and ensuring that our older neighbors are taken care of and supported. Social isolation, hunger, and housing emergencies are among some of the greatest challenges that we are seeing. This quiet crisis impacts thousands of seniors every day

BECAUSE OF YOU... we continue to find the resources and provide the necessary support for those who need us most. Thank you for ensuring our community receives the support they need and deserve to age well.

Sincerely,

Sara Wool
Chief Advancement Officer
802-662-5229
swool@agewellvt.org

Thank you for your Continued Support.

BOARD OF DIRECTORS:

Dr. Allan Ramsay
(Board President)

George Beato

Patrick Brown

Meagan Buckley

John Davis

Liz Gamache

John Hammer

Joan Lenes

Dan McLean

Glenn McRae

Sarah Russell

Sarah Gentry Tischler

Dr. Lynda Ulrich

Ruth Wallman

Leah Zeigler

Wed 2/5/2025 4:44 PM

Good afternoon Todd and Stacy,

Paul sent me a text earlier today asking for a quick summary on Mill River Road. Here you go:

- The design has been completed.
- During the permitting process, Army Corps flagged the project and is requiring an archaeological/historical evaluation of the bridge. They will not issue the permit without it.
- UVM-Consulting Archaeology Program has been contacted - they can complete this investigation, but cannot start until clear ground (no snow, no frost).
- Once UVM-CAP reviews the site, Army Corps can proceed with issuance of the permit (assuming no significant findings by UVMCAP).
- It is a good idea to wait until permits are "in hand" prior to going out to bid.
- Because of the permitting delay, unfortunately this may require bidding the project in fall of 2025 for a 2026 construction season.
- It is my understanding that the Town is able to pull the bond this March, then put it into a money market account to offset any interest payments (sounds like this is not an issue as long as it's less than 3 years). Lori and I were on the call with the bond bank, so she can probably speak to this option better than me. Once permitting clears, you can pull the money out for construction.

Please share with the Selectboard and let me know if you have any questions.

--

Tyler Billingsley, P.E.

Engineer / Owner

tyler@eastengineeringplc.com

802-989-6686

RESOLUTION AND CERTIFICATE
(General Obligation)

WHEREAS, at a meeting of the Selectboard of the Town of Georgia (herein called the "Municipality") at which all or a majority of the members were present and voting, which meeting was duly noticed, called and held January 29, 2024, as appears of record, it was found and determined that the public interest and necessity required certain capital improvements to be made, to wit, the removal and construction of a replacement bridge on Mill River Road (S.A. 6) over the Rugg Brook (the "Bridge"), herein described by reference to Exhibit A attached, and it was further found and determined that the cost of making such capital improvements, after application of available funds and grants-in-aid from the United States of America or the State of Vermont, would be too great to be paid out of the presently available funds and the expected operating revenues of the Municipality (generally "Funds"), and that a proposal for making such improvements and the issuance of a general obligation indebtedness of the Municipality to pay for the cost of the same should be submitted to the legal voters at the Municipality's Annual Meeting on March 5, 2024, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, the proposition of undertaking the Bridge project and issuing general obligation indebtedness in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to be repaid over a term not to exceed twenty (20) years was warned and held at the place and time appointed therefor, submitting articles of business to be voted upon by ballot between the hours stated in the Warning, all as appears by reference to Exhibit A attached hereto; and

WHEREAS, the said Warning was duly recorded, published, and posted, and said meeting was duly convened and conducted, or was subsequently validated in the manner provided by law, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth in Exhibit A hereto were declared by the Moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements pursuing the same diligently to completion; and

WHEREAS, pursuant to powers vested in them by law, the Selectboard is about to enter into a Loan Agreement (Exhibit B) on behalf of the Municipality with the Vermont Municipal Bond Bank (the "Bank") respecting a Loan from the Bank in an amount not to exceed \$1,500,000.00, repayable, with interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--------------------	-------------------------	----------------------

As per Exhibit C attached

AND WHEREAS, the Bond to be delivered by the Municipality to the Bank at the time of receiving the proceeds of said Loan (the "Bond") shall be substantially in the form incorporated into Exhibit C attached hereto;

THEREFORE, be it resolved that the Selectboard proceed forthwith to cause the Bond to be executed and delivered to the Bank for the not to exceed amount shown thereon and on the terms stated therein and in the Loan Agreement; and

BE IT FURTHER RESOLVED that the Bond, when issued and delivered pursuant to law and this Resolution, shall be the valid and binding general obligation of the Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of all taxable property of said Municipality as established, assessed, apportioned, and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, after taking into account all funds available to pay the Bond, or any Bond or Bonds issued to refund or replace the same, and the interest thereon, annually there shall be assessed and collected in the manner provided by law until the Bond, or any Bond or Bonds issued to refund or replace the same, and the interest thereon, is fully paid, a tax, user fee, charge or assessment sufficient to pay the interest on the Bond or Bonds and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED that execution of the above-referenced Loan Agreement between the Municipality and the Bank is hereby authorized, and the Chair of the Selectboard of the Municipality is hereby directed to execute the Loan Agreement on behalf of the Municipality and the Selectboard thereof; and

BE IT FURTHER RESOLVED that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in the Loan Agreement, execution and delivery of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Loan Agreement is incorporated herein by reference; and

BE IT FURTHER RESOLVED that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Selectboard in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond to the Bank, execution and delivery of the Bond, this Resolution and Certificate, the Loan Agreement, and the documents attached to and incorporated into the Loan Agreement, all of which are attached hereto, are authorized; and

BE IT FURTHER RESOLVED that SP&F Attorneys, P.C., Bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the

Selectboard or its designated officers; and to acknowledge receipt of the proceeds of the Bond on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that to the extent proceeds derived from the sale of the Bond will be used to reimburse the Municipality for capital expenditures previously made described in Exhibit A, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a re-publication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital expenditures.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond dated as of March 6, 2025, payable as aforesaid, and reciting that it is issued under and pursuant to the vote hereinabove mentioned.

And we, the officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We represent that all information the Municipality has provided in connection with the Loan, the Bond, the Loan Agreement, and all certifications, statements, representations, and records identified or referred to therein are true, accurate and complete to the best of our knowledge. We further represent that the Municipality has disclosed to the Bank and others all information material to the Loan and has not failed to disclose any information it deems material for such purposes.

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, and public procurement, bid and solicitation statutes.

Dated: February __, 2025

ATTEST:

GEORGIA SELECTBOARD

Clerk

By:

Carl Rosenquist, Chair

(Seal)

Brian Dunsmore

Paul Jansen

Kristina Senna

VACANT

All or a Majority of the Selectboard

And By:

Its Treasurer

EXHIBIT A

CLERK'S CERTIFICATE OF POSTING, PUBLICATION AND VOTE AND RELATED SUPPORTING DOCUMENTS

CERTIFICATE OF POSTING, PUBLICATION AND VOTE

The undersigned, being the duly elected Clerk of the Town of Georgia, Vermont ("Municipality"), does certify and confirm that:

- (1) The attached Necessity Resolution (Exhibit A) was properly adopted at a duly warned meeting of the Selectboard ("Selectboard") of the Municipality held on January 29, 2024.
- (2) The attached Warning (Exhibit B) was approved and properly adopted at a duly warned meeting of the Selectboard of the Municipality, held on January 29, 2024.
- (3) The attached Warning (Exhibit B) was published in "St. Albans Messenger" a newspaper published in St. Albans, Vermont, and generally circulating in the County of ~~Chittenden~~ Franklin including in the Municipality, and said Warning appeared in said newspaper on 2/6, 2/13 and 2/20, 2024.
- (4) The attached Necessity Resolution (Exhibit A) and Warning (Exhibit B) were received for record and recorded on February 1, 2024, in the official records of the Municipality.
- (5) The attached Warning (Exhibit B) was posted as of January 30, 2024, in publicly accessible and municipal buildings in the Municipality, specifically:
 - (a) Town Clerk's Office
 - (b) Maplefield's
 - (c) Georgia Market
 - (d) Georgia Public Library
 - (e) Georgia Auto Parts
 - (f) People's Trust Company
 - (g) Face book (Town of Georgia)
 - (h)
 - (i)

- (6) The attached Warning (Exhibit B) was posted on the Municipality's website beginning January 31, 2024 and remained posted there until March 11, 2024.
- (7) A public informational meeting with respect to Article B on the Ballot for the Municipality was held on February 28, 2024, beginning at 6:00 PM and notice thereof was given as required by law.
- (8) The vote by Australian ballot on Article B on the Ballot for the Municipality and the proposition stated therein was:

ARTICLE

IN FAVOR	<u>626</u>
OPPOSED	<u>504</u>
BLANK	<u>10</u>
SPOILED	<u>0</u>
TOTAL VOTES	<u>1130</u>

- (9) No petition has been filed seeking reconsideration or rescission of the actions taken individually or collectively at the March 5, 2024 Annual Town Meeting of the Municipality nor is there any litigation now pending or threatened in any state or federal court contesting or challenging either the proceedings set forth in Paragraphs (1) through (8) of this Certificate, the works of improvement so authorized or the issuance of bonds of the Municipality to finance the same.

DATED: August 21, 2024

Cheryl Letourneau
Town Clerk

VOL: 400 PG: 20
INST: 00105640

RECEIVED & RECORDED
Feb 01, 2024 01:32P
DOCUMENT TYPE: RESOLUTION
DOCUMENT NUMBER: 00105640
CHERYL LETOURNEAU, TOWN CLERK
GEORGIA, VT

NECESSITY RESOLUTION
Replacement of Mill River Road Bridge #28

RESOLVED at a regular meeting of the Selectboard of the Town of Georgia ("Town"), duly noticed for and held on January 29, 2024, it was determined by the Selectboard that public interest and necessity demand that the Town replace an existing bridge on Mill River Road (S.A. 6) over the Rugg Brook that has reached or is expected to soon reach the end of its useful service life with a new bridge, and that the Town pay not more than One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for that purpose (the "Project"); and

BE IT FURTHER RESOLVED that the costs of the Project are too great to be paid out of the ordinary annual income, revenue, and available resources of the Town; and

BE IT FURTHER RESOLVED that a proposal for the issuance of general obligation indebtedness of the Town in an aggregate amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to be repaid over a term not to exceed twenty (20) years to fund the Project should be submitted to the legal voters of the Town to be voted by Australian ballot at a meeting duly warned and held Tuesday, March 5, 2024; and

BE IT FURTHER RESOLVED that the Selectboard will hold a public informational hearing on the Project and bond issue proposition and all other Australian ballot articles on Wednesday, February 28, 2024, commencing at six o'clock in the afternoon (6:00 p.m.) at the Eric Nye II Georgia Fire Department, 4134 Ethan Allen Highway, Georgia, VT; and

BE IT FURTHER RESOLVED that all acts relating to the proposition of incurring indebtedness and the issuance of general obligation debt for the purpose of the Project be in accordance with the provisions of Chapter 53 of Title 24, Vermont Statutes Annotated; and

BE IT FURTHER RESOLVED that the attached Warning and form of Ballot are specifically adopted for use in connection with consideration of the proposition of undertaking the identified capital equipment acquisition project and incurring indebtedness therefor.

[Intentionally Left Blank. Signature Page Follows.]

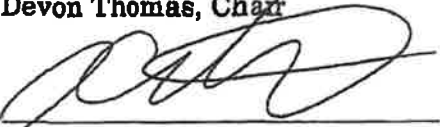
VOL: 400 PG: 21
INST: 00105640

Adopted this 29th day of January 2024.

GEORGIA SELECTBOARD

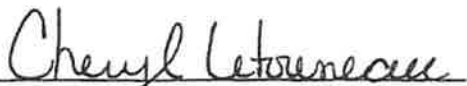

Devon Thomas, Chair


Shannon Jenkins, Vice Chair


Jamie Comstock


Nicholas Martin


Carl Rosenquist

ATTEST: 
Cheryl Letourneau, Town Clerk



VOL: 400 PG: 22
INST: 00105640

2024 Town Meeting Warning

TOWN OF GEORGIA ANNUAL TOWN MEETING MARCH 5, 2024

The legal voters of the Town of Georgia, Vermont, are hereby notified and warned to meet in-person at the Georgia Elementary School & Middle School, 4416 Ethan Allen Highway, in the Town of Georgia on Tuesday, March 5th, 2024, at ten o'clock in the forenoon (10:00 A.M.) to transact the following business not involving voting by Australian ballot (Articles 1-6), and to meet in-person at the Georgia Elementary School & Middle School, 4416 Ethan Allen Highway, in the Town of Georgia to vote on the articles set forth below by Australian ballot (Articles 7-8) beginning at seven o'clock in the forenoon (7:00 A.M.), at which time the polls will open, until seven o'clock in the afternoon (7:00 P.M.), at which time the polls will close.

The legal voters of the Town of Georgia, Vermont, are further notified and warned that an In-person Public Information Hearing will be held on Wednesday, February 28, 2024, at 6:00 p.m. at the Georgia Eric Nye II Fire Department, 4134 Ethan Allen Highway, Georgia, VT, to discuss the articles that will be voted on by Australian ballot (Articles 7-8). Voters may visit www.townofgeorgia.com for additional details.

ARTICLES TO BE VOTED FROM THE FLOOR ON MARCH 5, 2024

- ARTICLE 1: To hear and act upon reports submitted by the Town officers.
- ARTICLE 2: Shall the voters authorize payment of real and personal property taxes on Tuesday, October 15, 2024, by delivery to the Georgia Town Hall and postmarked on or before that date?
- ARTICLE 3: Shall the voters authorize total fund expenditures for operating expenses of \$3,320,588.88 of which \$2,921,732.29 shall be raised by taxes and \$398,856.59 by non-tax revenues?
- ARTICLE 4: Shall the voters elect one Director to the Georgia Industrial Development Corporation, for a period of three years?
- ARTICLE 5: Shall the Town of Georgia vote on all public questions by Australian ballot?
- ARTICLE 6: To transact any other business which may legally come before the meeting.

ARTICLES TO BE VOTED BY AUSTRALIAN BALLOT ON MARCH 5, 2024

- ARTICLE 7: To elect all Town Officers for the ensuing year as required by law:
- 1 Town Moderator for one year*
 - 1 Selectboard member for three years*
 - 2 Selectboard members for one year*
 - 1 First Constable for one year*
 - 1 Second Constable for one year*
 - 1 Library Trustee for three years*
 - 3 Library Trustees for one year*
 - 1 Planning Commissioners for four years*
 - 1 Planning Commissioners for three years of a four-year term*
 - 1 Planning Commissioners for one year left of a four-year term*
- ARTICLE 8: Shall the voters authorize the issuance of general obligation bonds of the Town in an amount not to exceed One Million Five Hundred Thousand, and 00/100 Dollars (\$1,500,000.00), having a maximum term of twenty (20) years, to pay the cost of replacing the current bridge and for construction of a new bridge on Mill River Rd (S.A. 6) over the Rugg Brook, which is located +/-1.1 miles westerly of Mill River Road's intersection with U.S. Route 77

VOL: 400 PG: 23
INST: 00105640

The legal voters of the Town of Georgia are further notified that voter qualification, registration, and absentee voting relative to said Annual Meeting shall be as provided in Chapters 43, 51 & 55 of Title 17, Vermont Statutes Annotated.

Adopted and approved at a meeting of the Selectboard of the Town of Georgia duly called, noticed, and held on January 29, 2024.

Georgia Selectboard:

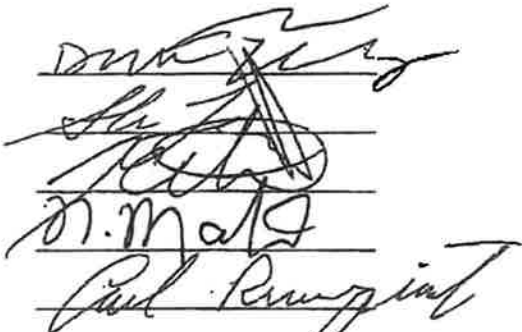
Devon Thomas, Chair

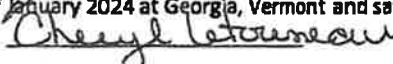
Shannon Jenkins, Vice-Chair

Jamie Comstock

Nicolas Martin

Carl Rosenquist



Received by the Georgia Town Clerk's Office for record this 29th day of January 2024 at Georgia, Vermont and same is recorded in the posted records. Attest: Cheryl Letourneau, Town Clerk 

VALIDATION RESOLUTION

WHEREAS the warning and ballot for the March 5, 2024, Annual Town Meeting of the Town of Georgia (the "Town") included Article 8 calling for a vote to authorize issuance of general obligation bonds or notes of the Town in an amount not to exceed \$1,500,000 to fund the costs to replace an existing bridge on Mill River Road (S.A. 6) over the Rugg Brook;

WHEREAS notice of the Annual Town Meeting was given, in part, by publication of the Warning in the St. Albans Messenger each week for three consecutive weeks; and

WHEREAS the last date upon which the Warning was published in the St. Albans Messenger was Tuesday, February 20, 2024, fourteen (14) days prior to the date of the vote; and

WHEREAS the date of final publication of the Warning did not comply with the requirements of 24 V.S.A. § 1756(a)(1), which requires the final publication of a warning calling for a vote on whether to incur bonded indebtedness be no more than ten (10) days prior to the vote (and no less than five (5) days);

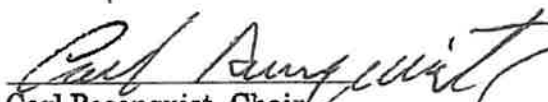
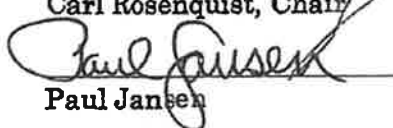
WHEREAS, at the March 5, 2024, Annual Town Meeting the voters approved incurring bonded indebtedness for the Project by a vote of 626 to 504;

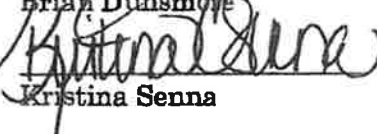
NOW THEREFORE, the Selectboard hereby finds that, notwithstanding the failure to comply with all the statutory requirements incident to notice and warning of said Town annual meeting, the required length of notice of and the purposes for said meeting, including to vote on the incurrence of bonded indebtedness, were met; accordingly,

BE IT RESOLVED that non-compliance with the requirements for publication of the warning was the result of oversight, inadvertence, or mistake of law or fact and not an intentional effort to subvert the statutory requirements; and

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the Selectboard hereby ratifies, confirms, and validates all action taken by the voters on Article 8 at the Annual Town Meeting held March 5, 2024.

DATED: Sept 11, 2024


Carl Rosenquist, Chair

Paul Jansen


Brian Dunsmore

Kristina Senna

Devon Thomas

I hereby certify that the foregoing was approved and adopted by an affirmative vote of at least two-thirds of the members of the Selectboard of the Town of Georgia at a meeting thereof held on 9/11, 2024.

DATED: 9/11/2024

ATTEST:

Cheryl Letourneau
Cheryl Letourneau
Town Clerk

EXHIBIT B

SAMPLE LOAN AGREEMENT WITH EXHIBITS

LOAN AGREEMENT
(General Obligation)

This LOAN AGREEMENT, dated March 6, 2025 (the "Closing Date"), is between the VERMONT BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont (the "State") exercising public and essential governmental functions (hereinafter referred to as the "Bond Bank"), created pursuant to the provisions of 24 V.S.A., Chapter 119 (hereinafter referred to as the "Act"), having its principal place of business at Burlington, Vermont, and the TOWN OF GEORGIA (hereinafter referred to as the "Borrower"):

WITNESSETH:

WHEREAS, pursuant to the Act, the Bond Bank is authorized to make loans of money (hereinafter referred to as the "Loan") to Governmental Units (as defined in the Act); and

WHEREAS, the Borrower is a Governmental Unit, and pursuant to the Act is authorized to accept a Loan from the Bond Bank, to be evidenced by its Borrower Bond (defined below) purchased by the Bond Bank, and the proceeds of which will be held for the benefit of the Borrower by U.S. Bank Trust Company, National Association, as disbursing agent (the "Disbursing Agent") subject to requisition as set forth herein; and

WHEREAS, the Borrower has applied to and has requested of the Bond Bank a Loan as described herein and on the terms set forth in Exhibit A, the Borrower will apply the proceeds of the Loan to pay the costs (the "Project Costs") of financing or refinancing certain capital improvements (the "Project"), as described herein, and the Borrower has duly authorized the issuance of a bond (the "Borrower Bond") to be purchased by the Bond Bank as evidence of the Loan in accordance with this Agreement, which Borrower Bond shall be in substantially the form appended hereto by the Borrower as Exhibit B and include the form of Assignment of the Borrower Bond included in Exhibit B; and

WHEREAS, to provide for the issuance of bonds of the Bond Bank (the "Bond Bank Bonds") in order to obtain from time to time monies with which to make the Loan and other loans to governmental units, the Bond Bank has adopted the General Bond Resolution on May 3, 1988, as amended (herein referred to as the "Bond Resolution") and will adopt a series resolution authorizing the issuance of the Bond Bank Bonds, the making of such Loan, *inter alia*, to the Borrower and the purchase of the Borrower Bond;

NOW, THEREFORE, the parties agree:

1. The Bond Bank hereby makes the Loan and the Borrower accepts the Loan. As evidence of the Loan, the Borrower hereby sells to the Bond Bank the Borrower Bond in the principal amount and at the price set forth in Exhibit A. The Borrower Bond shall bear interest from the date of its delivery to the Bond Bank at the rates per annum set forth in Exhibit A, subject upon default to the rate set forth in the Act. Notwithstanding the foregoing, the Borrower

Bond shall bear interest at such rate or rates as shall be required for the Borrower Bond to comply with Section 601(2) of the Bond Resolution.

2. The Borrower hereby acknowledges that the Bond Bank has entered into a disbursing agent agreement with the Disbursing Agent providing for, in part, the deposit and disbursement of the proceeds of the Loan. Pending their disbursement, the proceeds of the Loan shall be held by the Disbursing Agent. From time to time the Borrower shall requisition from the Disbursing Agent portions of the Loan proceeds necessary to pay Project Costs. Such requisitions shall be made in the form attached hereto as Exhibit C. The Borrower shall certify to the Disbursing Agent the name(s) and the title(s) of the person(s) authorized to execute and submit such requisitions. Proceeds of the Loan held by the Disbursing Agent shall be invested by the Disbursing Agent at the direction of the Borrower consistent with the provision of this Loan Agreement. The Borrower shall proceed with due diligence to complete the Project. Completion of the Project shall be evidenced by a certificate in the form of Exhibit D signed by the Borrower delivered to the Disbursing Agent and the Bond Bank.

3. The Borrower has duly adopted and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Borrower Bond to the Bond Bank.

4. The Borrower shall make funds sufficient to pay interest as the same becomes due available to the Bond Bank on each May 1 and November 1 as set forth in Exhibit A. The Borrower shall make funds sufficient to pay the principal as the same matures on each November 1 set forth in Exhibit A. **All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank.**

5. The Borrower is obligated to pay fees and charges to the Bond Bank within thirty (30) days of demand by the Bond Bank, as provided in the Act and the Bond Resolution.

6. The Bond Bank shall not sell and the Borrower shall not redeem any part of the Borrower Bond prior to the date on which all Bond Bank Bonds associated with the Loan are redeemable, and in the event of any sale or redemption prior to maturity of the Borrower Bond thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount, interest accrued to the redemption date and redemption premium, if any, needed to redeem a sufficient amount of Bond Bank Bonds to assure Bond Bank compliance with Section 601(2) of the Bond Resolution and (ii) the costs and expenses of the Bond Bank in effecting the redemption of the Bond Bank Bond so to be redeemed, less the amount of monies available in the applicable sub-account or sub-accounts in the redemption account established by the Bond Resolution and available for withdrawal from the Reserve Fund (as defined in the Bond Resolution) and for application to the redemption of Bond Bank Bonds so to be redeemed in accordance with the terms and provisions of the Bond Resolution, as determined by the Bond Bank. In no event shall any such sale or redemption of the Borrower Bond be effected without the written agreement and consent of both parties hereto, which agreement shall specify the dollar amount to be paid by the Borrower.

7. Simultaneously with the delivery of the Borrower Bond to the Bond Bank, the Borrower shall furnish to the Bond Bank (i) an unqualified opinion of bond counsel to the Borrower satisfactory to the Bond Bank in the form of Exhibit E, (ii) a receipt in the form of Exhibit F, (iii) a certificate regarding ongoing financial reporting in the form of Exhibit G, and (iv) copies of such resolutions and certificates and related information, prepared by bond counsel to the Borrower evidencing the valid authorization, execution and delivery of the Borrower Bond.

8. The Borrower shall provide, at least sixty (60) days prior to each interest payment date or principal payment date for the Borrower Bond, to the Bond Bank and to U.S. Bank Trust Company, National Association, as trustee under the Bond Resolution, the name(s) and the title(s) of the person(s) at the Borrower to whom invoices for the payment of interest and principal should be addressed.

9. Notwithstanding Section 12 hereof, prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Borrower Bond to the Bond Bank or its designee, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Borrower to the Bond Bank in connection with its application for Bond Bank assistance shall be incorrect or incomplete in any material respect.

(b) The Borrower has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

10. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

13. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

14. The Borrower acknowledges that interest on the Bond Bank Bonds will not be included in the gross income of holders of such bonds for federal income tax purposes. Accordingly, the use of the proceeds of the Bond Bank Bonds, including the Loan, are subject to certain requirements pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). In connection therewith, the Borrower makes the following representations and covenants, which are provided as part of the record of proceedings with respect to the issuance of the Bond Bank Bonds:

(a) The undersigned officer(s) of the Borrower is/are duly charged and responsible for issuing the Borrower Bond.

(b) The Borrower is a political subdivision of the State and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures.

(c) The proceeds of the Loan will be used to provide funds for the Project. No other amounts have a sufficiently direct nexus (within the meaning of Regulations Section 1.148-1(c)) to the Loan or the Project to conclude that the amounts would have been used to finance the Project in the absence of the proceeds of the Loan.

(d) No proceeds of the Loan will be applied to retire existing obligations ("Prior Obligations") unless such Prior Obligations were used to finance Project costs on a "new money" basis, including timely reimbursement of costs of the Project advanced under a duly adopted notice of official intent, or as a part of a chain of exclusively current refundings of obligations issued on a "new money" basis ("Original Obligations"). No proceeds of the Loan will be used to retire any Prior Obligations more than 90 days after the Closing Date. Proceeds, if any, invested during such 90-day period, pending application to retire Prior Obligations, may be invested without regard to yield.

(e) Any reimbursement of an expenditure made prior to the issue date of the Borrower Bond or any Original Obligations is pursuant to a declaration of official intent. In addition, any declaration of official intent of the Borrower to reimburse itself out of such proceeds for Project expenditures incurred before the Closing Date or the date of issuance of any Original Obligations, was adopted not later than 60 days after the date such expenditures were made. No expenditure has been or will be so reimbursed (a) more than 18 months after the later of the date the expenditure was made or the Project component to which it relates was placed in service and (b) more than three years after such expenditure was made.

(f) The Borrower reasonably expects that at least 85% of the proceeds of the Loan will have been expended within three years from the earlier of the Closing Date or the date of issuance of any Original Obligations. The Borrower has or will have incurred a binding obligation to a third party to expend on the Project at least 5% of the proceeds of the Loan and, if

applicable, of the proceeds of each issue of Original Obligations within six months after the respective issue date(s) thereof. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. There are no unspent proceeds of any Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Bond Bank Bonds.

(g) The Project is and will be owned by the Borrower and will not be leased to any person which is not a state or local government unit, or an instrumentality thereof. In addition, the Borrower will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which any persons have any right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without consent of the Bond Bank, which consent may be conditioned on the Bond Bank receiving an opinion of nationally recognized Bond Counsel that such use will not have an adverse effect on the tax-exempt status of interest on the Bond Bank Bonds.

(h) No portion of the Project will be sold or otherwise disposed of in whole or in part, except due to normal wear and tear and obsolescence, while the Loan is outstanding. Public use of the Project will continue for so long as the Loan remains outstanding. The Borrower will notify the Bond Bank immediately in the event of any change in use or disposition of the Project. In such event, the Borrower will cooperate with the Bond Bank to undertake remediation measures under Treasury Regulations Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Bond Bank Bonds.

(i) No portion of the proceeds of the Loan will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Loan proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bona fide debt service fund. No portion of the proceeds of the Loan will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will contribute to or result in the Bond Bank Bonds being classified as "hedge bonds" under Section 149(g) of the Code.

(j) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bond Bank Bonds under Section 103(a) of the Code.

(k) The Borrower agrees to provide to the Bond Bank such information and detailed records as is required, and not otherwise available from the Disbursing Agent, for the calculation by the Bond Bank of the rebate requirement imposed by Section 148 of the Code which, in part, will require a determination of the difference between the actual aggregate earnings of the investment of the proceeds of an issue of Bond Bank Bonds (including proceeds of the Borrower Bond) and the amount of such earnings assuming a rate of return equal to the yield on such issue of Bond Bank Bonds.

(l) In the event the proceeds of the Borrower Bond are no longer expected to be expended for the purpose(s) for which they were issued, the Borrower shall endeavor to find an alternate expenditure of such proceeds that complies with the requirements of the Code and the other tax covenants contained in this Agreement for lawful purposes which may be financed by tax-exempt bonds. Any such proposed substitute expenditure shall be reported promptly to the Bond Bank before it is made and shall be accompanied by a Counsel's Opinion (as defined in the Bond Resolution) certifying to the legality of such substitute expenditure and to the effect that the substitution shall not have an adverse effect on the continuing exclusion of interest paid and to be paid on the related Bond Bank Bonds from income for federal income tax purposes.

(m) There are and will be no other obligations of the Borrower (i) sold within fifteen (15) days of the date of sale of the Bond Bank Bonds, (ii) sold pursuant to a common plan of financing as was employed in the sale of the Bond Bank Bonds; and (iii) expected to be paid from substantially the same source of funds.

(n) The Borrower shall retain all records of expenditures for a period of not less than three (3) years after the payment of the Bond Bank Bond and furnish the Bond Bank with any and all documents necessary upon its request in order to show the compliance of the Borrower Bond with the provisions of the Code and applicable regulations and agrees to implement procedures with respect to the Loan that provide the following:

- (i) Assignment of tax-exempt compliance responsibilities to appropriate departments, officers, or employees.
- (ii) Establishment and maintenance of books and records all obligations of the Borrower financed by a particular issue of Bond Bank Bonds.
- (iii) Establishment of Code Section 148 compliant procedures for the investment of gross proceeds for all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (iv) Maintenance of records relating to all allocations of expenditures of proceeds of all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (v) Periodic monitoring of use of proceeds of each issue of the Borrower's obligations financed by a particular issue of Bond Bank Bonds, the investment and reinvestment of proceeds from the temporary investments thereof and the use of property acquired or financed by the proceeds of such obligations.

(o) Notwithstanding anything in this Loan Agreement to the contrary, the obligation of the Borrower to comply with all tax covenants contained or referenced in this Loan Agreement shall survive the defeasance or payment in full of the Borrower Bond.

15. The Borrower agrees to provide to the Bond Bank upon request such information as the Bond Bank may reasonably request in order for the Bond Bank to verify at any time the representations, expectations, procedures and covenants set forth in the Bond Bank's Tax Certificate executed coincident with the delivery of the Bond Bank Bonds to the purchaser(s) thereof.

16. The Borrower shall provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor's report on the financial statements of the Borrower. In addition, within thirty (30) days following a request by the Bond Bank, or such shorter period as prescribed under Securities and Exchange Commission Rule 15c2-12, the Borrower agrees to furnish the Bond Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bond Bank may request. In addition, the Borrower agrees to notify the Bond Bank within ten (10) days of the occurrence of any notice event which has or may have an effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in this Loan Agreement or the Borrower Bond. As used in this paragraph, a notice event is any one of the following:

(a) Actual or anticipated delinquency or default of payment of principal of or interest on the Borrower Bond or any other debt obligation of the Borrower;

(b) Any actual or anticipated default or breach on the part of the Borrower with respect to any term or provision of this Loan Agreement or like agreement to which the Borrower is a party;

(c) Unscheduled draws on debt service reserves which reflect financial difficulties for the Borrower;

(d) Unscheduled draws on any letter of credit, guarantee or similar credit enhancement which reflects financial difficulties for the Borrower;

(e) Substitution of any entity furnishing the Borrower with credit or liquidity enhancement, or the failure of such entity to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Borrower Bond, or other material events affecting the tax status of the Borrower Bond;

(g) Material modifications of the rights of any person owning a legal or beneficial interest in the Borrower Bond;

(h) The actual or contemplated call, redemption, refunding or defeasance of the

Borrower Bond, or the sale, release or substitution of the improvements financed by the Borrower Bond;

- (i) Any change in the credit rating of the Borrower;
- (j) Tender offers with respect to the Borrower Bond;
- (k) Bankruptcy, insolvency, receivership or similar event of the Borrower;
- (l) The merger, consolidation or acquisition of the Borrower;
- (m) The sale or transfer of all or substantially all of the assets of the Borrower, whether absolute or pursuant to a management or operating agreement, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (n) The sale or disposition of assets financed by the Borrower Bond, or a change of use thereof constituting “deliberate action” as defined in the Code;
- (o) A change in the identity or name of the Borrower Bond trustee, or the appointment of a successor or additional trustee, if material;
- (p) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; or
- (q) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties.

For the purposes of the event identified in clause (k), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower. For purposes of the events identified in clauses (p) and (q), the term “financial obligation” means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security of a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii).

17. The Borrower acknowledges that information it has furnished the Bond Bank and others will be relied upon in the public offering of Bond Bank Bonds for sale. The Borrower represents that all information it has provided in connection with the Loan, the Borrower Bond, this Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of the knowledge of the Borrower and its officers. The Borrower further represents that it has disclosed to the Bond Bank and others all information material to the Loan, and the public offering of Bond Bank Bonds, and has not failed to disclose any information it deems material for such purpose.

18. The Borrower acknowledges that pursuant to the Act, the State Treasurer may intercept State funding to the Borrower in the event of a payment default on the Borrower Bond.

19. The Borrower agrees that it will not purchase (and shall not permit any related party to the Borrower to purchase) any Bond Bank Bonds.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VERMONT BOND BANK

By: _____
Executive Director

(SEAL)

Attest:

TOWN OF GEORGIA

Town Clerk

By: _____
Carl Rosenquist, Selectboard Chair

(SEAL)

EXHIBIT A

LOAN SCHEDULE AND PRICE

[Final copy to be provided by, or on behalf of the Bond Bank on February 20, 2025, the date of sale of the Bond Bank 2025 Series 1 Bonds]

EXHIBIT B

No. R-1	UNITED STATES OF AMERICA STATE OF VERMONT TOWN OF GEORGIA GENERAL OBLIGATION BOND	\$1,500,000.00
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REGISTERED OWNER: Vermont Bond Bank

BOND DATE: March 6, 2025

The Town of Georgia (hereinafter called the “Borrower”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank (the “Bond Bank”), or registered assigns, the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) in installments on November 1 of each year as set forth in Exhibit A (“Exhibit A”) to the Loan Agreement dated March 6, 2025 (the “Loan Agreement”), by and between in the Borrower and the Bond Bank, with interest on each installment at the rate per annum set forth in Exhibit A opposite the year in which the installment becomes due.

The interest rate of each installment shall run from the Bond Date to the Registered Owner and payment therefor and until payment of each installment and such interest shall be payable semi-annually on November 1 and May 1 of each year in the amounts set forth in Exhibit A. Both principal and interest on this Bond are payable in lawful money of the United States at U.S. Bank Trust Company, National Association, in Boston, Massachusetts, or at its successor as Trustee under the General Bond Resolution of the Bond Bank. All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond is issued by the Borrower for the purpose of financing the Project defined in the Loan Agreement under and by virtue of Title 24, Chapter 53 of Vermont Statutes Annotated, the vote of its legal voters duly passed on March 5, 2024 and resolutions duly adopted by its Selectboard, including a Validation Resolution duly adopted on September 11, 2024.

This Bond is transferable only upon presentation to the Treasurer of the Borrower with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Borrower kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the

Borrower are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be signed by its Selectboard and its Treasurer and its seal (if it has a seal) to be affixed hereto as of March 6, 2025.

TOWN OF GEORGIA, VT

Carl Rosenquist, Chair

Brian Dunsmore

Paul Jansen

Kristina Senna

VACANT

And by:

Its Treasurer

Town of Georgia
\$1,500,000 GENERAL OBLIGATION BOND
DATED MARCH 6, 2025

CERTIFICATE OF REGISTRATION

It is hereby certified that this bond is a registered bond, the principal and interest due thereon payable only to the holder of record as appears in the office of the Treasurer of the issuing Borrower. This bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Borrower at the office of the Treasurer of the Borrower who shall record such transfer in the records of the Borrower and on the bond. The name and address of the original registered owner of this bond is Vermont Bond Bank, 100 Bank Street, Suite 401, Burlington, Vermont 05401.

Treasurer

ASSIGNMENT SEPARATE FROM BOND

FOR VALUE RECEIVED, the Vermont Bond Bank (the “Bond Bank”) hereby pledges, assigns and transfers unto U.S. Bank Trust Company, National Association, Boston, Massachusetts, as Trustee for the benefit of holders of bonds of the Bond Bank issued under the Bank’s General Bond Resolution adopted May 3, 1988, as amended, the general obligation bond of the

TOWN OF GEORGIA

in the principal amount of \$1,500,000, No. R-1 herewith, outstanding in the name of the Bond Bank on the books of said Borrower.

Dated: March 6, 2025

By: _____
Executive Director

EXHIBIT C

FORM OF REQUISITION

Vermont Bond Bank Loan Requisition Form

Requisition and Certificate for Payment:

Name of Governmental Unit

Bond Series Number:

Requisition Number: _____

Requisition Amount: \$ _____

Requisitioned Items:

Attached is a list of certain obligations totaling \$ _____ requisitioned for reimbursement and/or advance from the Paying Agent. Copies of invoices and other disbursement documentation are attached hereto.

Representations:

The terms used herein shall have the same meaning ascribed to them in the Loan Agreement and in the Paying Agent Agreement.

In making this request for disbursement, the Governmental Unit hereby certifies that:

- (i) After giving effect to the payment of this Requisition, the use of all funds disbursed from the Municipal Bond proceeds complies with the limitations, representations and covenants in its Tax Certificate executed incident to the delivery of the Municipal Bond;
- (ii) Such payment or reimbursement are of Project Costs and the obligations have not been the basis for a prior requisition which have been paid;
- (iii) No event of default and no event or condition which, after notice or lapse of time or both, would become an event of default under the Loan Agreement exists and the representations and warranties of the Municipality contained in the Loan Agreement are true and correct as of the date of this Requisition;
- (iv) The payment or reimbursement requested by this Requisition is due for work actually performed or materials or property actually supplied to the Project prior to the date of this Requisition, or for deposits on equipment not yet supplied to the Project;
- (v) All contractors, subcontractors and suppliers of materials, property or labor for the Project have been paid for their share of work, materials or property through the date of any prior Requisition;
- (vi) The payment or reimbursement requested by this Requisition will be disbursed in payment of, or is reimbursement for the Municipality's prior payment of, work performed or completed on, or materials or property supplied for the Project by the contractors, subcontractors or suppliers listed in this Requisition;
- (vii) All amounts previously requisitioned and disbursed from the Municipal Bond proceeds for payment of contractors, subcontractors and suppliers of materials and labor have been so applied; and
- (viii) All work and all materials, equipment or other property included in this Requisition have been performed or supplied in accordance with the Terms of the Loan Agreement.

Governmental Unit: _____

Signature: _____

Date: _____

Title: _____

Name of Governmental Unit (GU):

Bond Series Number:

Requisition for Reimbursement and/or Advance

Requisition Number:

Payment Request

Summary Page Number	Summary Page Total
1	
Total Payment Request	\$0.00

Please pay vendors using the wiring instructions included on their invoice.

If payment by wire, instructions for the Paying Agent:

ABA Number:

Bank Name:

Account Number:

Name of Account:

EXHIBIT D

PROJECT COMPLETION CERTIFICATE

Pursuant to paragraph 2 of the Loan Agreement dated March 6, 2025 (the “Loan Agreement”) between the Town of Georgia (the “Borrower”) and the Vermont Bond Bank, the undersigned, on behalf of the Borrower, hereby certifies that the Project (as defined in the Loan Agreement) was substantially complete on _____.

Dated _____ 20____

TOWN OF GEORGIA

By: _____
Duly Authorized

EXHIBIT E

FORM OF LOCAL BOND COUNSEL OPINION

March 6, 2025

Vermont Bond Bank
100 Bank Street, Suite 401
Burlington, Vermont 05401

Re: \$ _____ [Name of Borrower] General Obligation Bond dated March 6, 2025

We have acted as bond counsel to [Name of Borrower] (the "Borrower") in connection with the issuance by the Borrower of the above-referenced bond (the "Bond"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion, including the Loan Agreement dated the date hereof between the Vermont Bond Bank and the Borrower (the "Loan Agreement").

As to questions of fact material to our opinion, we have relied upon representations and covenants of the Borrower contained in the Loan Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Loan Agreement has been duly authorized, executed and delivered by the Borrower in accordance with Chapter 53 of Vermont Statutes Annotated [revise, as applicable], and, assuming that the Loan Agreement has been duly authorized, executed and delivered by the Bond Bank, constitutes a valid and binding obligation of the Borrower enforceable upon the Borrower in accordance with its terms.

2. The Bond has been duly authorized, executed and delivered by the Borrower in accordance with the Loan Agreement and applicable law and is a valid and binding general obligation of the Borrower enforceable upon the Borrower in accordance with its terms and, except to the extent they are paid from other sources, the principal of and interest on the Bond are payable from unlimited ad valorem taxes on the grand list of all taxable property within the Borrower as established, assessed and apportioned by law.

The rights of owners of the Bond and the enforceability of the Bond are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

EXHIBIT F

RECEIPT

Received of the Vermont Bond Bank the sum of \$1,500,000 being in full payment for the Borrower Bond of the below-referenced Borrower dated the date hereof and sold and delivered to said Bond Bank.

Dated March 6, 2025

TOWN OF GEORGIA

By: _____
Duly Authorized

EXHIBIT G

TREASURER’S CERTIFICATE

The undersigned Treasurer of the Town of Georgia (the “Borrower”) hereby certifies, on behalf of the Borrower, that the Borrower is obligated under the Loan Agreement, dated as of March 6, 2025 between the Borrower and the Vermont Bond Bank (the “Bond Bank”) to provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor’s report on the financial statements of the Borrower.

TOWN OF GEORGIA

Treasurer

Dated: March 6, 2025

EXHIBIT H

APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

I, _____, a duly authorized official of _____
(Name of Authorizing Official) (Name of Governmental Unit)

do hereby certify that, on the date hereof, the following person(s) have been authorized as representative(s) and are authorized to act on behalf of the above Governmental Unit in matters relating to its loan from the Vermont Bond Bank that closed on February 20, 2025.

I also certify that the following signatures opposite their names are the true signatures of such individual(s).

Name	Title	Specimen Signature

Witness my signature on this _____ day of _____, 2025.

Signature

EXHIBIT C

SAMPLE BOND FORM WITH DEBT SERVICE SCHEDULE

LOAN SCHEDULE AND PRICE

[Final copy to be provided by, or on behalf of the Bond Bank on February 20, 2025, the date of sale of the Bond Bank 2025 Series 1 Bonds]

No. R-1

UNITED STATES OF AMERICA
STATE OF VERMONT
TOWN OF GEORGIA
GENERAL OBLIGATION BOND

\$1,500,000.00

REGISTERED OWNER: Vermont Bond Bank

BOND DATE: March 6, 2025

The Town of Georgia (hereinafter called the “Borrower”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank (the “Bond Bank”), or registered assigns, the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) in installments on November 1 of each year as set forth in Exhibit A (“Exhibit A”) to the Loan Agreement dated March 6, 2025 (the “Loan Agreement”), by and between in the Borrower and the Bond Bank, with interest on each installment at the rate per annum set forth in Exhibit A opposite the year in which the installment becomes due.

The interest rate of each installment shall run from the Bond Date to the Registered Owner and payment therefor and until payment of each installment and such interest shall be payable semi-annually on November 1 and May 1 of each year in the amounts set forth in Exhibit A. Both principal and interest on this Bond are payable in lawful money of the United States at U.S. Bank Trust Company, National Association, in Boston, Massachusetts, or at its successor as Trustee under the General Bond Resolution of the Bond Bank. All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond is issued by the Borrower for the purpose of financing the Project defined in the Loan Agreement under and by virtue of Title 24, Chapter 53 of Vermont Statutes Annotated, the vote of its legal voters duly passed on March 5, 2024 and resolutions duly adopted by its Selectboard, including a Validation Resolution duly adopted on September 11, 2024.

This Bond is transferable only upon presentation to the Treasurer of the Borrower with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Borrower kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Borrower are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be signed by its Selectboard and its Treasurer and its seal (if it has a seal) to be affixed hereto as of March 6, 2025.

TOWN OF GEORGIA, VT

Carl Rosenquist, Chair

Brian Dunsmore

Paul Jansen

Kristina Senna

VACANT

And by:

Its Treasurer

LOAN AGREEMENT
(General Obligation)

This LOAN AGREEMENT, dated March 6, 2025 (the “Closing Date”), is between the VERMONT BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont (the “State”) exercising public and essential governmental functions (hereinafter referred to as the “Bond Bank”), created pursuant to the provisions of 24 V.S.A., Chapter 119 (hereinafter referred to as the “Act”), having its principal place of business at Burlington, Vermont, and the TOWN OF GEORGIA (hereinafter referred to as the “Borrower”):

WITNESSETH:

WHEREAS, pursuant to the Act, the Bond Bank is authorized to make loans of money (hereinafter referred to as the “Loan”) to Governmental Units (as defined in the Act); and

WHEREAS, the Borrower is a Governmental Unit, and pursuant to the Act is authorized to accept a Loan from the Bond Bank, to be evidenced by its Borrower Bond (defined below) purchased by the Bond Bank, and the proceeds of which will be held for the benefit of the Borrower by U.S. Bank Trust Company, National Association, as disbursing agent (the “Disbursing Agent”) subject to requisition as set forth herein; and

WHEREAS, the Borrower has applied to and has requested of the Bond Bank a Loan as described herein and on the terms set forth in Exhibit A, the Borrower will apply the proceeds of the Loan to pay the costs (the “Project Costs”) of financing or refinancing certain capital improvements (the “Project”), as described herein, and the Borrower has duly authorized the issuance of a bond (the “Borrower Bond”) to be purchased by the Bond Bank as evidence of the Loan in accordance with this Agreement, which Borrower Bond shall be in substantially the form appended hereto by the Borrower as Exhibit B and include the form of Assignment of the Borrower Bond included in Exhibit B; and

WHEREAS, to provide for the issuance of bonds of the Bond Bank (the “Bond Bank Bonds”) in order to obtain from time to time monies with which to make the Loan and other loans to governmental units, the Bond Bank has adopted the General Bond Resolution on May 3, 1988, as amended (herein referred to as the “Bond Resolution”) and will adopt a series resolution authorizing the issuance of the Bond Bank Bonds, the making of such Loan, *inter alia*, to the Borrower and the purchase of the Borrower Bond;

NOW, THEREFORE, the parties agree:

1. The Bond Bank hereby makes the Loan and the Borrower accepts the Loan. As evidence of the Loan, the Borrower hereby sells to the Bond Bank the Borrower Bond in the principal amount and at the price set forth in Exhibit A. The Borrower Bond shall bear interest from the date of its delivery to the Bond Bank at the rates per annum set forth in Exhibit A, subject upon default to the rate set forth in the Act. Notwithstanding the foregoing, the Borrower

Bond shall bear interest at such rate or rates as shall be required for the Borrower Bond to comply with Section 601(2) of the Bond Resolution.

2. The Borrower hereby acknowledges that the Bond Bank has entered into a disbursing agent agreement with the Disbursing Agent providing for, in part, the deposit and disbursement of the proceeds of the Loan. Pending their disbursement, the proceeds of the Loan shall be held by the Disbursing Agent. From time to time the Borrower shall requisition from the Disbursing Agent portions of the Loan proceeds necessary to pay Project Costs. Such requisitions shall be made in the form attached hereto as Exhibit C. The Borrower shall certify to the Disbursing Agent the name(s) and the title(s) of the person(s) authorized to execute and submit such requisitions. Proceeds of the Loan held by the Disbursing Agent shall be invested by the Disbursing Agent at the direction of the Borrower consistent with the provision of this Loan Agreement. The Borrower shall proceed with due diligence to complete the Project. Completion of the Project shall be evidenced by a certificate in the form of Exhibit D signed by the Borrower delivered to the Disbursing Agent and the Bond Bank.

3. The Borrower has duly adopted and has taken all proceedings required by law to enable it to enter into this Loan Agreement and issue its Borrower Bond to the Bond Bank.

4. The Borrower shall make funds sufficient to pay interest as the same becomes due available to the Bond Bank on each May 1 and November 1 as set forth in Exhibit A. The Borrower shall make funds sufficient to pay the principal as the same matures on each November 1 set forth in Exhibit A. **All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank.**

5. The Borrower is obligated to pay fees and charges to the Bond Bank within thirty (30) days of demand by the Bond Bank, as provided in the Act and the Bond Resolution.

6. The Bond Bank shall not sell and the Borrower shall not redeem any part of the Borrower Bond prior to the date on which all Bond Bank Bonds associated with the Loan are redeemable, and in the event of any sale or redemption prior to maturity of the Borrower Bond thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount, interest accrued to the redemption date and redemption premium, if any, needed to redeem a sufficient amount of Bond Bank Bonds to assure Bond Bank compliance with Section 601(2) of the Bond Resolution and (ii) the costs and expenses of the Bond Bank in effecting the redemption of the Bond Bank Bond so to be redeemed, less the amount of monies available in the applicable sub-account or sub-accounts in the redemption account established by the Bond Resolution and available for withdrawal from the Reserve Fund (as defined in the Bond Resolution) and for application to the redemption of Bond Bank Bonds so to be redeemed in accordance with the terms and provisions of the Bond Resolution, as determined by the Bond Bank. In no event shall any such sale or redemption of the Borrower Bond be effected without the written agreement and consent of both parties hereto, which agreement shall specify the dollar amount to be paid by the Borrower.

7. Simultaneously with the delivery of the Borrower Bond to the Bond Bank, the Borrower shall furnish to the Bond Bank (i) an unqualified opinion of bond counsel to the Borrower satisfactory to the Bond Bank in the form of Exhibit E, (ii) a receipt in the form of Exhibit F, (iii) a certificate regarding ongoing financial reporting in the form of Exhibit G, and (iv) copies of such resolutions and certificates and related information, prepared by bond counsel to the Borrower evidencing the valid authorization, execution and delivery of the Borrower Bond.

8. The Borrower shall provide, at least sixty (60) days prior to each interest payment date or principal payment date for the Borrower Bond, to the Bond Bank and to U.S. Bank Trust Company, National Association, as trustee under the Bond Resolution, the name(s) and the title(s) of the person(s) at the Borrower to whom invoices for the payment of interest and principal should be addressed.

9. Notwithstanding Section 12 hereof, prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Borrower Bond to the Bond Bank or its designee, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Borrower to the Bond Bank in connection with its application for Bond Bank assistance shall be incorrect or incomplete in any material respect.

(b) The Borrower has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

10. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

13. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

14. The Borrower acknowledges that interest on the Bond Bank Bonds will not be included in the gross income of holders of such bonds for federal income tax purposes. Accordingly, the use of the proceeds of the Bond Bank Bonds, including the Loan, are subject to certain requirements pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). In connection therewith, the Borrower makes the following representations and covenants, which are provided as part of the record of proceedings with respect to the issuance of the Bond Bank Bonds:

(a) The undersigned officer(s) of the Borrower is/are duly charged and responsible for issuing the Borrower Bond.

(b) The Borrower is a political subdivision of the State and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures.

(c) The proceeds of the Loan will be used to provide funds for the Project. No other amounts have a sufficiently direct nexus (within the meaning of Regulations Section 1.148-1(c)) to the Loan or the Project to conclude that the amounts would have been used to finance the Project in the absence of the proceeds of the Loan.

(d) No proceeds of the Loan will be applied to retire existing obligations ("Prior Obligations") unless such Prior Obligations were used to finance Project costs on a "new money" basis, including timely reimbursement of costs of the Project advanced under a duly adopted notice of official intent, or as a part of a chain of exclusively current refundings of obligations issued on a "new money" basis ("Original Obligations"). No proceeds of the Loan will be used to retire any Prior Obligations more than 90 days after the Closing Date. Proceeds, if any, invested during such 90-day period, pending application to retire Prior Obligations, may be invested without regard to yield.

(e) Any reimbursement of an expenditure made prior to the issue date of the Borrower Bond or any Original Obligations is pursuant to a declaration of official intent. In addition, any declaration of official intent of the Borrower to reimburse itself out of such proceeds for Project expenditures incurred before the Closing Date or the date of issuance of any Original Obligations, was adopted not later than 60 days after the date such expenditures were made. No expenditure has been or will be so reimbursed (a) more than 18 months after the later of the date the expenditure was made or the Project component to which it relates was placed in service and (b) more than three years after such expenditure was made.

(f) The Borrower reasonably expects that at least 85% of the proceeds of the Loan will have been expended within three years from the earlier of the Closing Date or the date of issuance of any Original Obligations. The Borrower has or will have incurred a binding obligation to a third party to expend on the Project at least 5% of the proceeds of the Loan and, if

applicable, of the proceeds of each issue of Original Obligations within six months after the respective issue date(s) thereof. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. There are no unspent proceeds of any Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Bond Bank Bonds.

(g) The Project is and will be owned by the Borrower and will not be leased to any person which is not a state or local government unit, or an instrumentality thereof. In addition, the Borrower will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which any persons have any right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without consent of the Bond Bank, which consent may be conditioned on the Bond Bank receiving an opinion of nationally recognized Bond Counsel that such use will not have an adverse effect on the tax-exempt status of interest on the Bond Bank Bonds.

(h) No portion of the Project will be sold or otherwise disposed of in whole or in part, except due to normal wear and tear and obsolescence, while the Loan is outstanding. Public use of the Project will continue for so long as the Loan remains outstanding. The Borrower will notify the Bond Bank immediately in the event of any change in use or disposition of the Project. In such event, the Borrower will cooperate with the Bond Bank to undertake remediation measures under Treasury Regulations Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Bond Bank Bonds.

(i) No portion of the proceeds of the Loan will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Loan proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bona fide debt service fund. No portion of the proceeds of the Loan will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will contribute to or result in the Bond Bank Bonds being classified as "hedge bonds" under Section 149(g) of the Code.

(j) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bond Bank Bonds under Section 103(a) of the Code.

(k) The Borrower agrees to provide to the Bond Bank such information and detailed records as is required, and not otherwise available from the Disbursing Agent, for the calculation by the Bond Bank of the rebate requirement imposed by Section 148 of the Code which, in part, will require a determination of the difference between the actual aggregate earnings of the investment of the proceeds of an issue of Bond Bank Bonds (including proceeds of the Borrower Bond) and the amount of such earnings assuming a rate of return equal to the yield on such issue of Bond Bank Bonds.

(l) In the event the proceeds of the Borrower Bond are no longer expected to be expended for the purpose(s) for which they were issued, the Borrower shall endeavor to find an alternate expenditure of such proceeds that complies with the requirements of the Code and the other tax covenants contained in this Agreement for lawful purposes which may be financed by tax-exempt bonds. Any such proposed substitute expenditure shall be reported promptly to the Bond Bank before it is made and shall be accompanied by a Counsel's Opinion (as defined in the Bond Resolution) certifying to the legality of such substitute expenditure and to the effect that the substitution shall not have an adverse effect on the continuing exclusion of interest paid and to be paid on the related Bond Bank Bonds from income for federal income tax purposes.

(m) There are and will be no other obligations of the Borrower (i) sold within fifteen (15) days of the date of sale of the Bond Bank Bonds, (ii) sold pursuant to a common plan of financing as was employed in the sale of the Bond Bank Bonds; and (iii) expected to be paid from substantially the same source of funds.

(n) The Borrower shall retain all records of expenditures for a period of not less than three (3) years after the payment of the Bond Bank Bond and furnish the Bond Bank with any and all documents necessary upon its request in order to show the compliance of the Borrower Bond with the provisions of the Code and applicable regulations and agrees to implement procedures with respect to the Loan that provide the following:

- (i) Assignment of tax-exempt compliance responsibilities to appropriate departments, officers, or employees.
- (ii) Establishment and maintenance of books and records all obligations of the Borrower financed by a particular issue of Bond Bank Bonds.
- (iii) Establishment of Code Section 148 compliant procedures for the investment of gross proceeds for all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (iv) Maintenance of records relating to all allocations of expenditures of proceeds of all of the Borrower's obligations financed by a particular issue of Bond Bank Bonds.
- (v) Periodic monitoring of use of proceeds of each issue of the Borrower's obligations financed by a particular issue of Bond Bank Bonds, the investment and reinvestment of proceeds from the temporary investments thereof and the use of property acquired or financed by the proceeds of such obligations.

(o) Notwithstanding anything in this Loan Agreement to the contrary, the obligation of the Borrower to comply with all tax covenants contained or referenced in this Loan Agreement shall survive the defeasance or payment in full of the Borrower Bond.

15. The Borrower agrees to provide to the Bond Bank upon request such information as the Bond Bank may reasonably request in order for the Bond Bank to verify at any time the representations, expectations, procedures and covenants set forth in the Bond Bank's Tax Certificate executed coincident with the delivery of the Bond Bank Bonds to the purchaser(s) thereof.

16. The Borrower shall provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor's report on the financial statements of the Borrower. In addition, within thirty (30) days following a request by the Bond Bank, or such shorter period as prescribed under Securities and Exchange Commission Rule 15c2-12, the Borrower agrees to furnish the Bond Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bond Bank may request. In addition, the Borrower agrees to notify the Bond Bank within ten (10) days of the occurrence of any notice event which has or may have an effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in this Loan Agreement or the Borrower Bond. As used in this paragraph, a notice event is any one of the following:

(a) Actual or anticipated delinquency or default of payment of principal of or interest on the Borrower Bond or any other debt obligation of the Borrower;

(b) Any actual or anticipated default or breach on the part of the Borrower with respect to any term or provision of this Loan Agreement or like agreement to which the Borrower is a party;

(c) Unscheduled draws on debt service reserves which reflect financial difficulties for the Borrower;

(d) Unscheduled draws on any letter of credit, guarantee or similar credit enhancement which reflects financial difficulties for the Borrower;

(e) Substitution of any entity furnishing the Borrower with credit or liquidity enhancement, or the failure of such entity to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Borrower Bond, or other material events affecting the tax status of the Borrower Bond;

(g) Material modifications of the rights of any person owning a legal or beneficial interest in the Borrower Bond;

(h) The actual or contemplated call, redemption, refunding or defeasance of the

Borrower Bond, or the sale, release or substitution of the improvements financed by the Borrower Bond;

- (i) Any change in the credit rating of the Borrower;
- (j) Tender offers with respect to the Borrower Bond;
- (k) Bankruptcy, insolvency, receivership or similar event of the Borrower;
- (l) The merger, consolidation or acquisition of the Borrower;
- (m) The sale or transfer of all or substantially all of the assets of the Borrower, whether absolute or pursuant to a management or operating agreement, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (n) The sale or disposition of assets financed by the Borrower Bond, or a change of use thereof constituting “deliberate action” as defined in the Code;
- (o) A change in the identity or name of the Borrower Bond trustee, or the appointment of a successor or additional trustee, if material;
- (p) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; or
- (q) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties.

For the purposes of the event identified in clause (k), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower. For purposes of the events identified in clauses (p) and (q), the term “financial obligation” means (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security of a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii).

17. The Borrower acknowledges that information it has furnished the Bond Bank and others will be relied upon in the public offering of Bond Bank Bonds for sale. The Borrower represents that all information it has provided in connection with the Loan, the Borrower Bond, this Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of the knowledge of the Borrower and its officers. The Borrower further represents that it has disclosed to the Bond Bank and others all information material to the Loan, and the public offering of Bond Bank Bonds, and has not failed to disclose any information it deems material for such purpose.

18. The Borrower acknowledges that pursuant to the Act, the State Treasurer may intercept State funding to the Borrower in the event of a payment default on the Borrower Bond.

19. The Borrower agrees that it will not purchase (and shall not permit any related party to the Borrower to purchase) any Bond Bank Bonds.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VERMONT BOND BANK

By: _____
Executive Director

(SEAL)

Attest:

TOWN OF GEORGIA

Town Clerk
(SEAL)

By: _____
Carl Rosenquist, Selectboard Chair

FORM OF REQUISITION

Vermont Bond Bank Loan Requisition Form

Requisition and Certificate for Payment: _____
Name of Governmental Unit

Bond Series Number:

Requisition Number: _____ Requisition Amount: \$ _____

Requisitioned Items:

Attached is a list of certain obligations totaling \$ _____ requisitioned for reimbursement and/or advance from the Paying Agent. Copies of invoices and other disbursement documentation are attached hereto.

Representations:

The terms used herein shall have the same meaning ascribed to them in the Loan Agreement and in the Paying Agent Agreement.

In making this request for disbursement, the Governmental Unit hereby certifies that:

- (i) After giving effect to the payment of this Requisition, the use of all funds disbursed from the Municipal Bond proceeds complies with the limitations, representations and covenants in its Tax Certificate executed incident to the delivery of the Municipal Bond;
- (ii) Such payment or reimbursement are of Project Costs and the obligations have not been the basis for a prior requisition which have been paid;
- (iii) No event of default and no event or condition which, after notice or lapse of time or both, would become an event of default under the Loan Agreement exists and the representations and warranties of the Municipality contained in the Loan Agreement are true and correct as of the date of this Requisition;
- (iv) The payment or reimbursement requested by this Requisition is due for work actually performed or materials or property actually supplied to the Project prior to the date of this Requisition, or for deposits on equipment not yet supplied to the Project;
- (v) All contractors, subcontractors and suppliers of materials, property or labor for the Project have been paid for their share of work, materials or property through the date of any prior Requisition;
- (vi) The payment or reimbursement requested by this Requisition will be disbursed in payment of, or is reimbursement for the Municipality's prior payment of, work performed or completed on, or materials or property supplied for the Project by the contractors, subcontractors or suppliers listed in this Requisition;
- (vii) All amounts previously requisitioned and disbursed from the Municipal Bond proceeds for payment of contractors, subcontractors and suppliers of materials and labor have been so applied; and
- (viii) All work and all materials, equipment or other property included in this Requisition have been performed or supplied in accordance with the Terms of the Loan Agreement.

Governmental Unit: _____

Signature: _____

Date: _____

Title: _____

Name of Governmental Unit (GU):

Bond Series Number:

Requisition for Reimbursement and/or Advance

Requisition Number:

Payment Request:

Summary Page Number	Summary Page Total
1	
Total Payment Request	\$0.00

Please pay vendors using the wiring instructions included on their invoice.

If payment by wire, instructions for the Paying Agent:

ABA Number: _____

Bank Name: _____

Account Number: _____

Name of Account: _____

PROJECT COMPLETION CERTIFICATE

Pursuant to paragraph 2 of the Loan Agreement dated March 6, 2025 (the “Loan Agreement”) between the Town of Georgia (the “Borrower”) and the Vermont Bond Bank, the undersigned, on behalf of the Borrower, hereby certifies that the Project (as defined in the Loan Agreement) was substantially complete on _____.

Dated _____ 20 _____

TOWN OF GEORGIA

By: _____
Duly Authorized

FORM OF LOCAL BOND COUNSEL OPINION

March 6, 2025

Vermont Bond Bank
100 Bank Street, Suite 401
Burlington, Vermont 05401

Re: \$ _____ [Name of Borrower] General Obligation Bond dated March 6, 2025

We have acted as bond counsel to [Name of Borrower] (the “Borrower”) in connection with the issuance by the Borrower of the above-referenced bond (the “Bond”). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion, including the Loan Agreement dated the date hereof between the Vermont Bond Bank and the Borrower (the “Loan Agreement”).

As to questions of fact material to our opinion, we have relied upon representations and covenants of the Borrower contained in the Loan Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Loan Agreement has been duly authorized, executed and delivered by the Borrower in accordance with Chapter 53 of Vermont Statutes Annotated [revise, as applicable], and, assuming that the Loan Agreement has been duly authorized, executed and delivered by the Bond Bank, constitutes a valid and binding obligation of the Borrower enforceable upon the Borrower in accordance with its terms.

2. The Bond has been duly authorized, executed and delivered by the Borrower in accordance with the Loan Agreement and applicable law and is a valid and binding general obligation of the Borrower enforceable upon the Borrower in accordance with its terms and, except to the extent they are paid from other sources, the principal of and interest on the Bond are payable from unlimited ad valorem taxes on the grand list of all taxable property within the Borrower as established, assessed and apportioned by law.

The rights of owners of the Bond and the enforceability of the Bond are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

RECEIPT

Received of the Vermont Bond Bank the sum of \$1,500,000 being in full payment for the Borrower Bond of the below-referenced Borrower dated the date hereof and sold and delivered to said Bond Bank.

Dated March 6, 2025

TOWN OF GEORGIA

By: _____
Duly Authorized

TREASURER’S CERTIFICATE

The undersigned Treasurer of the Town of Georgia (the “Borrower”) hereby certifies, on behalf of the Borrower, that the Borrower is obligated under the Loan Agreement, dated as of March 6, 2025 between the Borrower and the Vermont Bond Bank (the “Bond Bank”) to provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor’s report on the financial statements of the Borrower.

TOWN OF GEORGIA

Treasurer

Dated: March 6, 2025

APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

I, _____, a duly authorized official of _____
(Name of Authorizing Official) (Name of Governmental Unit)

do hereby certify that, on the date hereof, the following person(s) have been authorized as representative(s) and are authorized to act on behalf of the above Governmental Unit in matters relating to its loan from the Vermont Bond Bank that closed on February 20, 2025.

I also certify that the following signatures opposite their names are the true signatures of such individual(s).

Name	Title	Specimen Signature

Witness my signature on this _____ day of _____, 2025.

Signature

LOAN SCHEDULE AND PRICE

[Final copy to be provided by, or on behalf of the Bond Bank on February 20, 2025, the date of sale of the Bond Bank 2025 Series 1 Bonds]



SELECTBOARD REGULAR MEETING

Monday, October 23, 2023 at 6:00 PM

Chris Letourneau Meeting Room and via Zoom

MINUTES

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | **Passcode:** 5243524

Dial by your Location: 1 929 205 6099 (New York)

Selectboard Present: Carl Rosenquist, Devon Thomas, Nick Martin, Jamie Comstock, and Shannon Jenkins

Staff Present: Cheryl Letourneau

Public Present: Heather Grimm, Fred Grimm, Martha Jansen, Heather Dunsmore, Ken Minck, and Brian Dunsmore

Zoom Present: Dawn Penney, Karen Heinlein-Grenier, John Chagnon, Jana Thuesen, and Frank Gore

1. CALL TO ORDER at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. CHAIR UPDATE

4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

- Motion to include Covid on the agenda by N. Martin, seconded by S. Jenkins. All in favor.

5. SELECTBOARD MINUTES AND WARRANTS

A. Approval of Selectboard Regular Meeting Minutes for 10.9.2023

- C. Rosenquist makes a motion to approve the 10.9.2023 minutes with changes, J. Comstock seconds. C Rosenquist asks about line 48 and if we need to clean up the language.
- K. Minck says that the agenda for today says 10.29.2023 and it should say 10.23.2023. S. Jenkins makes a motion to have the agenda for today corrected, N. Martin seconds. All in favor, motion carries.
- C. Rosenquist questions line 65 but it seems like it was clarified later. He questions line 88. He then speaks of Line 181 - 182, K. Minck asks about DEI going into Executive Session.
- J. Comstock says line 31 and 73 C. Branagan, and D. Thomas needs to have their names spelled correctly.
- C. Letourneau asks the board about an email from T. Cleveland.
- There is a discussion on how to show a conversation that was had in an open meeting. The board would like to have the names of the people listed who were invited into Executive Session.
- All in favor, motion carried.

78

79 **8. UNFINISHED BUSINESS**80 **A. Trail Ordinance – Action**

- 81 • C. Rosenquist says that K. Minck and he were not able to get together. K. Minck says he thinks
 82 it is fine how it is. C. Rosenquist says they wanted clarity, and they had issues. He said that is
 83 why he wanted to approve one trail at a time.
- 84 • K. Minck believes the way the policy is written now gives the landowner permission to use the
 85 trail. If they need something in the deed it is between the board and the owner.
- 86 • J. Comstock asks about them driving on it and changing the classification of the road. D.
 87 Thomas says that was discussed at the last meeting. He says everyone was supposed to come to
 88 this meeting ready for action and they are not.
- 89 • C. Rosenquist says he still thinks it is fine to move this to the public.
- 90 • B. Dunsmore brings up the issue of firearms. D. Thomas says that state laws trump town law.
- 91 • C. Rosenquist makes a motion to approve the trails policy for #1, #3, #4 and #5 with the
 92 understanding that it is going through the approval process, N. Martin seconds.
- 93 • H. Dunsmore asks about hunting and says you may need to talk about that with the town lawyer.
- 94 • B. Dunsmore says if you implement this then you will have to enforce this. How are we getting
 95 the police to come to answer these calls if we cannot get them here now. S. Jenkins says they
 96 can say no. C. Letourneau questions liability. D. Thomas says they can see what happens. K.
 97 Minck says yes it could be difficult.
- 98 • D. Thomas, S. Jenkins, C. Rosenquist voted yes, J. Comstock abstains, motion carried.

99

100 **B. St. Albans Watershed Association - Appropriation – Action**

- 101 • S. Jenkins makes a motion to pay Saint Albans what is budgeted, J. Comstock seconds.
- 102 • D. Thomas says they requested \$2,500 for work that has already been completed when they only
 103 budgeted \$1,500.
- 104 • J. Comstock says they just did the work. They did not give us the heads up. S. Jenkins says it is
 105 difficult to have a delineation to where Georgia is versus Saint Albans in the water. Kids are
 106 getting sick; we have a lot of houses along the shore. D. Thomas says we did not budget the full
 107 amount.
- 108 • N. Martin thanks them, and we will do what we can to budget more in the future.
- 109 • K. Minck says that the Conservation Commission may be able to talk about this to help. D.
 110 Thomas asks if they want to make a payment then they can do it as a gift.
- 111 • All in favor, motion carried.

112

113 **C. Bovat Rd. update**

- 114 • C. Letourneau says she spoke with the people involved and they have decided not to move
 115 forward.

116

117 **D. ARPA Funds update**

- 118 • C. Rosenquist says they have a meeting next week. He thinks they will have a budget meeting
 119 and then see. These will all be warned meetings.

120



Vermont Rockets Fastpitch Softball Club

September 23, 2024

The Rockets took the field for their 30th season this summer, providing an opportunity for softball players from Vermont to participate in a highly competitive atmosphere against the best teams in the northeast. The original Rockets team competed at the 18 and under level, and in 2002 the Rockets added a second team made up of players 16 and under. The Rockets expanded in 2016 adding a team at the 14 and under level and also added a 12 and under team in 2020. In 2024 we expanded to 7 total teams!

In the summer of 2025, our 7 teams will travel to tournaments throughout New England and will be hosting our own tournaments in the St. Albans, VT area in June and July.

The Rockets were founded in 1995 by St. Michaels' pitching coach Ralph Halbach. Ralph donates countless hours tutoring pitchers from all around the state, and even in northern New York State. In fact, Ralph was honored for his efforts in 2005 by the Vermont Lake Monsters, being elected to the Lake Monsters' Vermont Sports Community Hall of Fame – one of the first eight inductees to be so honored!

Players on the teams have come from throughout Vermont. They have come from as far as Derby, St Johnsbury and Barre, but most of the players are from Franklin and Chittenden counties. Many of our players have moved on to play in colleges. Rocket players and alumni have played for many college programs – Division I programs Georgia Southern and UVM, many DII and DIII programs – Kutztown University, St. Michaels (two players are in the St. Michaels hall of fame), Wesleyan, Merrimack, Castleton St., Johnson St., Bentley, Bryant, Norwich, RIT, Russell Sage, Endicott, Thomas, UNE and St. Lawrence as well as various Club teams at the college level.

The Rockets players are traditionally selected by invitation only – an open tryout was held for 2024 due to another organization dissolving and players needing a place to play. We believe it is an honor to play for the Rockets and we expect the best behavior from our players, parents, fans and coaches, both on and off the field. The Rockets provide rooms and meals for players and coaches while traveling to tournaments – we do this to instill camaraderie and to break down any school “prejudices” that may exist between players from rival high schools. We believe this teaches athletes how to compete at a high level while still respecting their opponents.

As you might imagine, the cost of putting teams and coaches on the field with the proper equipment, proper certifications, required insurance, etc. has grown significantly over the past 30 years – and the costs of hotels, tournament registration fees, insurance, etc. have certainly all kept pace as well. The Rockets total budget remains over \$40,000. There are no paid employees, and all coaches and administrators are volunteers. We do provide the coaches' team shirts and hats, as well as pay for a portion of their hotel rooms at travel tournaments. However all other expenditures go directly to defraying the cost of registration fees for the players, which we have been able to maintain at a maximum of \$550.

If your business is in a position - and is generously willing - to donate to our group, it would be greatly appreciated. If you should have any questions, or require any further information, please feel free to contact me by one of the means listed below. The Rockets are a 501(c)(3) non-profit organization, registered with the IRS and the state of Vermont (a copy can be supplied).

Thank you very much for taking time from your busy schedule to generously consider a donation.

Sincerely,

Connie Sheets - Vermont Rockets Treasurer
20 Point of Tongue,
Alburgh, VT 05440
802-578-7868 (Cell)
vermontrockets@gmail.com



Re: Georgia Beach use by Vermont Rockets

From Vermont Rockets <vermontrockets@gmail.com>

Date Thu 1/30/2025 8:37 AM

To Georgia Town Administrator <administrator@townofgeorgia.com>

Cc Tom Moore <tmoore@kamik.com>

📎 1 attachment (119 KB)

VermontRockets_DonorLetter.pdf;

You don't often get email from vermontrockets@gmail.com. [Learn why this is important](#)

Good morning Stacy,

Thank you for getting back to me and appreciate you getting this on the agenda.

I have attached a copy of our current 'donor/sponsor' communication in hopes that it is similar. Please let me know if there is any further information I can provide.

I have also provided answers to the questions you posed below.

1. What are the proceeds raised used towards? **ROCKETS: The money raised during the tournament weekends goes towards defraying the cost of registration fees for the Rocket families.**
2. Are other city/ towns waiving fees? **ROCKETS: Although the initial communication did not specifically request waiving of fees for the tournament weekends, any consideration is greatly appreciated. We also utilize the St. Albans Bay Park fields as well as the softball field at Collins Perley and both do charge a minimal fee for field use.**
3. Are any little league games displaced for this tournament? **ROCKETS: We continue to work hand in hand with Little League to avoid conflicts during our tournament weekends so do not anticipate any issues.**
4. Would you require access to the snack bar? **ROCKETS: We do request access to the snack bar.**
5. You would provide porta potties at your cost for the event, as our bathroom facilities can't sustain proper operation for large groups/events? **ROCKETS: We have obtained porta potties in past years and are absolutely able to accommodate this request.**
6. Anticipated crowd for these events is? **ROCKETS: Attendance can change throughout the day but we estimate between 100-125 at any given time.**

Thank you,
Connie Sheets - Vermont Rockets

On Tue, Jan 28, 2025 at 3:43 PM Georgia Town Administrator <administrator@townofgeorgia.com> wrote:



Town of Georgia

Animal Control Ordinance

Approved DD MONTH YYYY

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1 Preamble

- 1.1.1 The Selectmen of the Town of Georgia, being mindful of the fact that there are numerous dogs and domestic pets and livestock running at large in the Town and that these animals represent not only a danger to young children and all Georgia residents, but may be a source of annoyance and concern to many citizens, hereby declare that it is in the best interest of the health and safety of all citizens that the keeping of the animals within the Town limits be controlled as hereinafter set forth.
- 1.1.2 The Town of Georgia pursuant to Titles 24 Section 1971 and 20 Section 3549 Vermont Statutes Annotated and any other such provisions as may be material hereto, the Selectboard hereby orders that the following Ordinance be adopted:

2 Definitions

- 2.1.1 **“Animal Control Officer”** (ACO) shall mean any police officer of the Town of Georgia, State Police officer, Deputy Sheriff or any other person appointed “Animal Control Officer” by the Selectmen and authorized to enforce this Ordinance.
- 2.1.2 An **“Appropriate Complaint”** shall be deemed to have been made under this Ordinance when a person gives the Selectboard or the ACO a full description of the domestic pet, livestock, including breed, size, color and other distinguishing features, which description must be sufficient for a proper identification. The person who makes such a complaint shall do so in writing and include his or her name, address, phone number, the names and addresses of all witnesses to the violation, and the circumstances under which the domestic pet/livestock was believed to be in violation of this Ordinance.
- 2.1.3 **“At large”** shall mean a domestic pet/livestock that is off the premises of the owner or keeper, and not under the control of the owner or keeper, a member of his or her immediate family, or an agent of the owner, either by leash, cord, chain, fence or other reasonable means of restraint, and not lawfully engaged in hunting with the owner or keeper, so that at all times the domestic pet/livestock may be prevented from causing damage, disturbance or annoyance.
- 2.1.4 **“Basic Care”** shall mean adequate food, water, shelter, rest, sanitation, and medical care.
- 2.1.5 **“Domestic Pet”** For the purposes of this Ordinance, domestic pets shall include domestic dogs and “wolf hybrids” or similar animal of both sexes.
- 2.1.6 **“Excessive Noise”** shall mean any noise that is created by a domestic pet, audible to an individual in a location where he or she is lawfully permitted to be, that is of such volume, duration, or frequency that a reasonable person would find it disturbing or irritating.
- 2.1.6.1 “Livestock” shall mean cattle, horses, sheep, goats, swine, Cervidae(deer), ratites (large birds) and camelids (llama, alpaca).
- 2.1.7 **“Nuisance Animal”** shall mean any domestic pet/livestock that:
- 2.1.7.1 Makes excessive noise,
 - 2.1.7.2 Causes damage to public or private property,
 - 2.1.7.3 Scatters trash,
 - 2.1.7.4 Molests or threatens passers-by or passing vehicles on public roads or property,
 - 2.1.7.5 Attacks other animals,

- 2.1.7.6 Obstructs traffic, and/or
- 2.1.7.7 Otherwise acts to create a nuisance or disturbance.
- 2.1.8 **“Town Pound”** shall mean a pound or facility designated by the Selectmen for the confinement and disposition of domestic pets/livestock in violation of any provision of this Ordinance whereby the ACO is authorized to impound such animal, whether operated by the Town and whether within the Town limits.
- 2.1.9 **“Owner”** shall mean any person owning, keeping, or harboring a domestic pet/livestock or who has actual or constructive possession of the pet/livestock or wolf hybrid. The term includes those who provide feed and shelter to a domestic pet/livestock or wolf hybrid but does not apply to feral animals that take up residence in buildings other than the person’s home.
- 2.1.10 **“Vicious Animal”** shall mean any domestic pet/livestock that causes any person to suffer or reasonably fear bodily injury by attack or threat of attack, except that a domestic pet/livestock shall not be deemed “vicious” as the result of an attack or threat upon a person in the act of trespassing upon the private property of the owner or keeper of the domestic pet/livestock.
- 2.1.11 **“Wolf Hybrid”** shall mean an animal which is the progeny of descendent of a wolf and a domestic dog or which is advertised, licensed, described, or represented as a wolf hybrid by its owner, or which exhibits primary physical and behavioral wolf characteristics. Any provision of this Ordinance applying to domestic pets shall also apply to wolf hybrids.

3 License Required

- 3.1.1 The Owner of any domestic pet which is kept within the Town and is more than six months old shall annually cause it to be registered, described, numbered and licensed with the Clerk of the municipality on or before April 1st of each year in accordance with the provisions of Title 20, Chapter 193 of the Vermont Statutes Annotated, as the same are now in effect of may be amended from time to time. No person shall refuse to exhibit the license of his dog or a receipt therefore to any ACO when requested to do so.
- 3.1.2 The Selectboard of the Town shall adopt a schedule of fees, in accordance with statutory requirements, for the licensing of domestic pets. Such fee schedule may include license surcharges to help offset the cost of administering this Ordinance.
- 3.1.3 Prior to being entitled to obtain a license as a neutered/spayed domestic pet or wolf hybrid, the owner shall provide to the Clerk a copy of a certificate from a licensed veterinarian stating that the domestic pet has been sterilized.
- 3.1.4 All domestic pet owners shall submit a certificate or certified copy of a certificate signed by a licensed veterinarian stating that the pet has received a current pre-exposure rabies vaccination with a vaccine approved by the Commissioner and the person shall certify that the animal described in the certificate is the animal to be licensed. The certificate shall be kept by the owner and displayed to a proper municipal or state official upon request.

4 Collar Required

- 4.1.1 An owner or person otherwise in control of a domestic pet within the Town limits shall cause such domestic pet to wear a collar or harness, fastened securely, and to have attached to same the license tag issued by the Town. It shall be unlawful for any person other than the owner or his agent or any ACO to remove a license tag from a domestic pet.

5 Failure to License

- 5.1.1 All domestic pets must be licensed and display license tags in accordance with the provisions of Section 2 and 3 of this ordinance. All unlicensed domestic pets found within the limits of the Town shall be impounded.
- 5.1.2 At the discretion of the Selectboard and or ACO, any unlicensed dogs may be humanely destroyed after issuance of a warrant to destroy by the Selectboard in accordance with the provisions of 20 VSA Ch. 193 subchapter 2.

6 Basic Care

- 6.1.1 A person who owns, possesses, or acts as an agent for a domestic pet shall provide basic care to the domestic pet.
- 6.1.2 Livestock provided basic care

7 Disturbances and Nuisances

- 7.1.1 Any owner or owner's agent shall not allow a domestic pet/livestock to run or be at large within the Town. "Livestock running at large" means any livestock found or being on any public land or public way, or land belonging to a person other than the owner of the livestock, without the landowner's permission."
- 7.1.2 The owner of a domestic pet(s) shall not allow the domestic pet to be a vicious animal. The owners of a domestic pet(s) shall not allow the domestic pet/livestock to be a nuisance animal.
- 7.1.3 The owner of a domestic pet shall not allow waste from any domestic pets to accumulate so that either a health or an odor problem results.
- 7.1.4 The owner of a domestic pet shall remove immediately and properly dispose of any waste created by the domestic pet when the domestic pet is not on the private property of the owner.

8 Impounding of Domestic Pets

- 8.1.1 It shall be the duty of any ACO to apprehend any domestic pet running at large and to confine such domestic pet in the Town Pound. At the discretion of the Selectboard and or ACO, domestic pets may be impounded for any violation of this Ordinance.
- 8.1.2 Upon impounding of any domestic pet, the ACO shall make and keep a record of the breed, color, and sex of such domestic pet, where the domestic pet was caught and whether it was licensed. The record of the impounding officer shall be filed with the Selectboard at regular intervals.
- 8.1.3 The impounding ACO shall, within twenty-four (24) hours, if possible, give notice to the owner of person having care of such domestic pet (if known), either in person, by telephone, by written notice left at his dwelling-house, or by written notice mailed to the last known address of the owner, of the impoundment of such domestic pet. If the owner or address is not known, the ACO may, but shall be obligated to, post a notice at the Town Clerk's Office for one week (7 days).

- 8.1.4 Any person finding a domestic pet upon his property to his injury or annoyance may hold the same in his possession, giving immediate notice to the ACO or Town Clerk that he/she is holding such domestic pet, and giving description of the domestic pet as well as the name of the owner, if known. The ACO shall impound such a domestic pet as soon as possible.

9 Redemption of Impounded Domestic Pets

- 9.1.1 The owner of an impounded domestic pet, or his agent carrying written authorization, may reclaim such domestic pet upon payment of the penalties and charges set forth below. It shall be the duty of the ACO to ensure that all penalties and charges have been paid to the Clerk of the Municipality before authorizing the release of an impounded domestic pet.
- 9.1.2 If not claimed after one week (7 days), the ACO shall be authorized to sell, give away, or dispose of it in a humane manner. The owner of any domestic pet which has been impounded shall pay the daily boarding fees, as established by the Selectboard, prior to having a domestic pet released into their custody.
- 9.1.3 If any impounded domestic pet is unlicensed the ACO may, at his/her discretion, release the impounded domestic pet into the custody of the owner or agent, after payment of \$50.00 deposit, solely for the purpose of obtaining required immunizations and to license such pet as required by paragraph two of this ordinance.
- 9.1.4 If the ACO has reasonable cause to believe that the owner or agent will fail to immunize and license said pet, he/she may refuse to release said pet into the custody of the owner agent and may dispose of the pet in accordance with the provisions of this ordinance for unlicensed pets.
- 9.1.5 If the owner or agent, who has been granted custody as above, fails to license the pet within 5 business days of release into their custody, the deposit shall be forfeited and the ACO shall assess additional fines as herein allowed and re-impound and humanely destroy the subject pet.

10 Rabies Control

- 10.1.1 Any owner of a domestic pet which has contracted rabies, or which has been exposed to rabies or which is suspected of having rabies or which has bitten any person, shall, upon demand of any law enforcement office, the health officer, selectmen, or the ACO, surrender such domestic pet to be held for observation and treatment, the total cost of which shall be the responsibility of the owner.
- 10.1.2 If, in the opinion of the above town officials, the domestic pet can be responsibly confined and observed at the owner's home and in the owner's care, the town officials may authorize such confinement as an alternative to impoundment.
- 10.1.3 All domestic pets suspected of being exposed to rabies shall be managed in accordance with the provisions as set forth in Title 20 Ch. 193, subchapter 5 and such rules and protocols as may be established by the Department of Agriculture and the Department of Health. Said rules and protocols shall supersede any provisions of this Ordinance if they are more restrictive than the provisions of this Ordinance.
- 10.1.4 It shall be the duty of every owner of a domestic pet which has been attacked or bitten by another domestic pet or animal showing the symptoms of rabies to notify a law enforcement officer, health officer, selectmen, or ACO immediately that such person has a domestic pet or other animal in his possession.

- 10.1.5 Whenever a domestic pet is impounded after having bitten a person, the domestic pet shall be held and observed for a sufficient length of time to meet the requirements of Section 9 (A) above (not less than ten days). If the health officer or ACO determines at any time that the domestic pet is rabid, or a licensed veterinarian determines that there is a reasonable likelihood that the pet is rabid, the domestic pet shall be destroyed in accordance with the rabies control protocol. The owner shall be held liable for all disposal, pick-up, and confinement charges as approved by the Selectmen.
- 10.1.6 It shall be unlawful for the owner when notified that his domestic pet has bitten any person, to sell or give away such domestic pet, or permit it to be taken beyond the limits of the Town except under the care of a licensed veterinarian without the prior permission of the health officer or ACO.

11 Appropriate Complaints

- 11.1.1 It shall be the duty of the ACO to investigate appropriate complaints filed by residents for alleged violations of this Ordinance. If the ACO finds there has been a violation involving failure to license, a vicious or nuisance animal, or a second violation for running at large, he/she shall take all measures necessary to cure and abate the violation in accordance with this Ordinance.
- 11.1.2 For all other violations the ACO may exercise reasonable discretion in issuing tickets and orders to prevent future violations from occurring for all domestic pets and livestock.

12 Investigation of Vicious Domestic Pets/Livestock

- 12.1.1 When a domestic pet has bitten a person, while off the premises of the owner or keeper of the domestic pet, and that person required medical attention because of the attack, such person may file a written complaint with the Selectboard. The written complaint must contain the time, date, place and circumstances of the attack, the name and address of the victim or victims, the name and address of the domestic pet's owner (if known), names of witnesses (if any) and any other information that would aid the investigation of the complaint.
- 12.1.2 The Selectboard and or ACO shall investigate a written complaint within 7 days of receipt and the Selectboard shall hold a hearing on the matter. If the owner can be ascertained with due diligence, the Selectboard shall provide the owner with written notice of the time, date, and place of hearing and the facts of the complaint.
- 12.1.3 If, after hearing on the case, the Selectboard concludes that the attack was unprovoked, then they shall make an order for the protection of persons as the facts and circumstances of the case may require, including, without limitations that the domestic pet is disposed of in a humane way, muzzled, chained, or confined. This order shall be sent by certified mail, return receipt requested. A person who fails to comply with the order may be fined in accordance with the provisions of this Ordinance.
- 12.1.4 It shall be unlawful for the owner or person having custody of any domestic pet after receipt of notice by the ACO that the domestic pet has bitten any person to sell or give away such domestic pet or permit it to be taken beyond the limits of the Town without having first obtained permission of the Selectmen.

13 Prohibition of Domestic Pets in Town Cemeteries and Recreation Area

- 13.1.1 No owner or person in control of any domestic pet shall allow the same to enter any cemetery located within the town, whether such domestic pet may be on a leash or under other restraint or control.
- 13.1.2 No owner or person in control of any domestic pet shall allow the same to enter the Georgia Municipal Recreation Area located on the Georgia Shore Road within the Town, whether or not such domestic pet may be on a leash or under other restraint or control.
- 13.1.3 Exceptions to this restriction are:
 - 13.1.3.1 If the animal is maintained in control on a leash or restraint at all times, is within the designated boat launch parking lot at the Recreation area, and is being directly transferred without delay from a motor vehicle to a boat or from a boat directly to a motor vehicle which is being immediately launched or retrieved from the Recreation area boat access ramp and is then immediately transported away from the area.
 - 13.1.3.2 Authorized service animals for persons with disabilities.

14 Enforcement & Penalties before the Judicial Bureau

- 14.1.1 Violations. Any violation of this Ordinance or of any requirement of any order issued by the Selectboard under provisions of this Ordinance shall be subject to penalties set forth below. Violations of this Ordinance shall be a civil matter enforced in accordance with the provisions of 24 VSA Section 1974a and 1977 et seq. Any ACO may act as an issuing Municipal Official and issue and pursue before the Judicial Bureau a municipal complaint for any violation of this Ordinance. Each day a violation exists shall constitute a separate offense.
- 14.1.2 Penalties. A violation of Sections 2, 3, 4, 5, 6, 9 and 11 of this ordinance is subject to a civil penalty of up to \$100 a day for the first offense, \$150.00 for a second offense within six months from the first offense, and \$200.00 for each subsequent offense within six months from the first offense. A waiver fee shall be set at \$50.00 for the first offense, \$75.00 for a second offense within six months from the first offense and \$100.00 for each subsequent offense within six months from the first offense. Each day the violation continues shall constitute a new offense.

Cattle, Horses, Sheep, Goats, or Swine. A person knowingly permits cattle, horses, sheep, goats, or swine to run at large in a public highway or yard belonging to a public building without the consent of the selectboard shall be fined by law enforcement officer or by a municipal officer or employee not more than \$100.00 nor less than \$50.00 for each animal running at large.

Bulls, Th owner or keeper of a bull may be fined by a law enforcement officer or by a municipal officer or employee not more than \$100.00 nor less than \$50.00 if such bull is more than nine months old and found unattended outside the premises owned or occupied by the owner or keeper of such bull and shall be liable to a party damaged by such bull while outside the premises of such owner or keeper. The damages may be recovered in a civil action.
- 14.1.3 A violation of Sections 12 of this ordinance is subject to a civil penalty of up to \$50 a day for the first offense, \$75.00 for a second offense six months from the first offense, and \$100.00 for each subsequent offense within six months from the first offense. A waiver fee shall be set at \$25.00 for the first offense, \$35.00 for a second offense within six months from the first offense and \$50.00 for each subsequent offense within six months from the first offense. Each day the violation continues shall constitute a new offense.

14.1.4 Appeals. Appeals may be taken in the manner set forth in 24 VSA Section 1974a and 1977 et seq.

15 Separability

15.1.1 If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

16 Ordinance Repealed

16.1.1 All ordinances and part of ordinances in conflict with the provisions of this ordinance are hereby repealed.

17 Section Eighteen: Effective Date

17.1.1 This ordinance shall become effective sixty (60) days after its adoption by the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Amended this ___ day of _____, 20__.

SIGNATURES OF GOVERNING BODY

Carl Rosenquist – Chair

Paul Jansen – Board Member

Brian Dunsmore – Board Member

Kristina Senna – Board Member

17.2 Adoption History

17.2.1 Agenda item at regular selectboard meeting held on _____, 20__.

17.2.2 Read and approved at selectboard meeting on _____, 20__ and entered in the minutes of that meeting which were approved on _____.

17.2.3 Posted in public places on _____, 20__.

17.2.4 Notice of adoption published in the _____ newspaper on _____, 20__ with a notice of the right to petition.

17.2.5 Other actions [petitions, etc.]



Town of Georgia

Impact Fee Ordinance

Approved 10 February 2025

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1 Section One: Legislative Findings

1.1.1 The Selectboard of the Town of Georgia finds, determines and declares that:

- 1.1.1.1 The Town must expand its capital projects in each of six cost centers: Fire and Public Safety, Road Department, General Government and Administration, Library, Parks and Recreation Department, and the Town School District in order to maintain the current services standards for each cost center if new development is to be accommodated without decreasing the current service standards for each cost center. This must be done in order to promote and protect the public health, safety and welfare;
- 1.1.1.2 The imposition of impact fees is one of the preferred methods ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;
- 1.1.1.3 Each of the types of land development described in Section Seven hereof will create demand for the acquisition of equipment, the expansion of related capital facilities and the construction of capital facilities for each of the cost centers;
- 1.1.1.4 The fees established by Section Seven are derived from, are based upon, and do not exceed the costs of providing the proportionate share of the cost of equipment, the expansion of related facilities and the construction of additional capital projects necessitated by the new land developments for which the fees are levied;
- 1.1.1.5 The report entitled, "Capital Program & Budget 2025-2030", dated January 13, 2025, sets forth a reasonable methodology and analyses for the determination of the impact of new development on the need for and costs of additional equipment and facilities for each of the cost centers in the Town.

2 Section Two: Short Title, Authority and Applicability

- 2.1.1 This ordinance shall be known and may be cited as the "Town of Georgia Impact Fee Ordinance."
- 2.1.2 This ordinance is enacted pursuant to the specific authority granted municipalities to establish impact fees contained in 24 V.S.A. Chapters 117 and 131, and the authority granted to municipalities to enact ordinances in 24 V.S.A. Chapter 59. This ordinance is designated as a civil ordinance under 24 V.S.A. § 1971(b).

3 Section Three: Intents and Purposes

- 3.1.1 This ordinance is intended to assist in the implementation of the "Town of Georgia: January 6, 2025, Town Plan" and the "Town of Georgia: Capital Budget and Program 2025-2030" and the "Georgia School Five-Year Spending Plan for Impact Fees."
- 3.1.2 It is the intent of this chapter to enable municipalities to require the beneficiaries of new development to pay their proportionate share of the cost of municipal and school capital projects which benefit them and to require them to pay for or mitigate the negative effects of construction." 24 V.S.A. § 5200.

4 Section Four: Definitions

- 4.1.1 "Capital Project" means any physical betterment or improvement including furnishings, machinery, apparatus or equipment for such physical betterment or improvement; any preliminary studies and surveys relating to any physical betterment or improvement; land or rights in land; or any combination of these." 24 V.S.A. § 5201(2).
- 4.1.2 A "Dwelling Unit (DU)" is any structure utilized for or designed for or intended to be utilized for human habitation whether seasonal or year-round, including ADU's, accessory apartments, lodging establishments, nursing homes, residential lodging and tourist homes as those terms are defined or applied in the Town Zoning Bylaws and Subdivisions Regulations or as those terms are used and commonly applied in practice in the Town.
- 4.1.3 A "Feepayer" is a person applying for the issuance of a Municipal Land Use Permit
- 4.1.4 "Impact Fee" means a fee levied as a condition of issuance of a zoning or subdivision permit which will be used to cover any portion of these costs of an existing or planned capital project that will benefit or it attributable to the users of the development or to compensate the Town for any expenses it incurs as a result of construction. The fee may be levied for recoupment of costs for previously expended capital outlay for a capital project that will benefit the users of the development.
- 4.1.5 "Mission Specific Equipment" is equipment necessary to the ability of each of the cost centers to provide those public services for which they are responsible including, but not limited to: "Fire Protection" meaning the prevention and extinguishment of fire, the protection of life and property from fire, and the enforcement of town, county and state fire codes; "Rescue" meaning what commonly is called "rescue", a service which generally includes the provision of basic life support, and the extrication of accident victims from entrapment; the meaning shall extend to support assistance in service in other agencies or authorities engaged in "rescue", but excludes maintenance and operations; "Road Equipment" meaning the acquisition of equipment including, but not limited to: equipment for plowing roads; equipment for sanding roads; equipment for grading roads; equipment for maintaining ditches, culverts, and drainage facilities; equipment for mowing; and equipment for maintaining easements, medians, shoulders, curbing and rights-of-way, but excludes maintenance and operations; "General Government Equipment" meaning, computers and related equipment and software; copiers, ledgers, binding and storage for municipal records, and other necessary office equipment, but excludes maintenance and operations; "Educational Equipment" meaning furnishing, fixtures, computers, related computer equipment, software, tele-communications equipment, audio and visual assistance equipment, copiers and other office equipment but excludes maintenance and operations; "Library Equipment" meaning books in the traditional form as bound 'volumes', and in modern terms as provided for by a variety of media such as auditory books, microfilm, and audio-visual tape media, and the equipment necessary to store, retrieve and 'read' books in any form, but excludes maintenance and operations; "Park and Recreation Equipment" meaning docks, shelters, athletic fields, beaches, picnic facilities, bike paths, playground equipment, and equipment required for maintaining park and recreation facilities and equipment, but excludes maintenance and operations.
- 4.1.6 "Municipal Land Use Permit" means a zoning, subdivision, site plan, or building permit or approval, any of which relate to land development that has received final approval from the applicable board, commission, or officer of the Town; final official minutes of a meeting that relate to a permit or approval described in this section that serve as the sole evidence of that permit or approval; and a certificate of occupancy, certificate of compliance, or similar certificate that relates to the permits or approvals described this section.

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- 4.1.7 A "Seasonal Dwelling Unit" is any structure, as defined in Section S(C) above, which is not occupied for more than seven (7) months in a calendar year and listed as a seasonal dwelling in the land records.

5 Section Five: Imposition of impact Fees

- 5.1.1 Any person who, after the effective date of this Ordinance, seeks to develop land within the Town by applying for: a Municipal Land Use Permit; or an improvement to land or building which may reasonably be expected to increase the demand for the public services provided by the cost centers is hereby required to pay impact fees for each cost center in the manner and amount set forth in this ordinance.
- 5.1.2 No new Municipal Land Use Permit for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be issued unless and until all impact fees hereby required have been paid.
- 5.1.3 No extension of a Municipal Land Use Permit issued prior to the effective date of this ordinance for any activity requiring payment of an impact fee pursuant to Section Seven of this ordinance shall be granted unless and until all impact fees hereby required have been paid.

6 Section Six: Computation of the Amount of the Impact Fee for Each of the Cost Centers

- 6.1.1 The amount of the impact fee for each cost center shall be determined by the following fee schedule.

6.2 FEE SCHEDULE DWELLING UNITS

LAND USE TYPE (UNIT)	RATE	TOTAL FEE
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>FIRE AND PUBLIC SAFETY</u>		
SINGLE FAMILY DWELLING	\$ 1,377.00	\$ 1,377.00
MULTI-FAMILY DWELLING	\$ 1,377.00	\$ 1,377.00 *#DUs
MOBILE HOME DWELLING	\$ 1,377.00	\$ 1,377.00
<u>COHABITATIONAL AND</u>		
<u>INSTITUTIONAL DWELLINGS</u>		
(NURSING HOME, YOUTH HOME, ETC.)	\$ 375.92	\$ 375.92 *ZAO
TOURIST DWELLING, BED & BREAKFAST, ETC.)	\$ 375.92	\$ 375.92 *ZAO
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>ROAD/HWY DEPARTMENT</u>		
SINGLE FAMILY DWELLING	\$ 1,381.00	\$ 1,381.00
MULTI-FAMILY DWELLING	\$ 1,381.00	\$ 1,381.00 *#DUs
MOBILE HOME DWELLING	\$ 1,381.00	\$ 1,381.00
<u>COHABITATIONAL AND</u>		
<u>INSTITUTIONAL DWELLINGS</u>		
(NURSING HOME, YOUTH HOME, ETC.)	\$ 377.01	\$ 377.01 *ZAO
TOURIST DWELLING BED & BREAKFAST, ETC.)	\$ 377.01	\$ 377.01 *ZAO

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LAND USE TYPE (UNIT)	RATE	TOTAL FEE
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>PUBLIC ADMINISTRATION AND GENERAL GOVERNMENT FACILITIES</u>		
RESIDENTIAL PER DWELLING UNIT		
SINGLE FAMILY DWELLING	\$ 602.00	\$ 602.00
MULTI-FAMILY DWELLING	\$ 602.00	\$ 602.00 *#DUs
MOBILE HOME DWELLING	\$ 602.00	\$ 602.00
<u>COHABITATIONAL AND</u>		
<u>INSTITUTIONAL DWELLINGS</u>		
(NURSING HOME, YOUTH HOME, ETC.)	\$ 164.35	\$ 164.35*ZAO
TOURIST DWELLING ,		
BED & BREAKFAST, ETC.)	\$ 164.35	\$ 164.35*ZAO
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>LIBRARY</u>		
SINGLE FAMILY DWELLING	\$ 544.00	\$544.00
MULTI-FAMILY DWELLING	\$ 544.00	\$544.00 *#DUs
MOBILE HOME DWELLING	\$ 544.00	\$544.00
<u>COHABITATIONAL AND</u>		
<u>INSTITUTIONAL DWELLINGS</u>		
(NURSING HOME, YOUTH HOME, ETC.)	\$148.51	\$148.51 *ZAO
TOURIST DWELLING		
BED & BREAKFAST, ETC.)	\$148.51	\$148.51 *ZAO
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>PARKS AND RECREATION</u>		
SINGLE FAMILY DWELLING	\$ 208.00	\$ 208.00
MULTI-FAMILY DWELLING	\$ 208.00	\$ 208.00 *#DUs
MOBILE HOME DWELLING	\$ 208.00	\$ 208.00
<u>COHABITATIONAL AND</u>		
<u>INSTITUTIONAL DWELLINGS</u>		
(NURSING HOME, YOUTH HOME, ETC.)	\$ 56.78	\$ 56.78 *ZAO
TOURIST DWELLING		
BED & BREAKFAST, ETC.)	\$ 56.78	\$ 56.78 *ZAO

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LAND USE TYPE (UNIT)	RATE	TOTAL FEE
<u>RESIDENTIAL PER DWELLING UNIT</u>		
<u>EDUCATION</u>		
SINGLE FAMILY DWELLING	\$1,100.00	\$1,100.00
MULTI-FAMILY DWELLING	\$1,100.00	\$1,100.00 *#DUs
MOBILE HOME DWELLING	\$1,100.00	\$1,100.00
<u>COHABITATIONAL AND</u>		
INSTITUTIONAL DWELLINGS (YOUTH HOME, ETC.)	\$ 300.30	\$ 300.30*ZAO
TOURIST DWELLING BED & BREAKFAST, ETC.)	\$ 300.30	\$ 300.30 *ZAO

NOTES:

DUs = Dwelling Units

ZAO = Zoning Allowable Occupants

* = Multiply

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- 6.2.1 If a Municipal Land Use Permit is requested for mixed uses, then the fee shall be determined through using the applicable schedule by apportioning the space committed to uses specified on the applicable schedule.
- 6.2.2 For applications for an extension of a Municipal Land Use Permit or an extension of a Municipal Land
- 6.2.3 Use Permit, the amount of the fee is the difference between that fee then applicable and any amount already paid pursuant to previous impact fee ordinances and/or decisions.
- 6.2.4 If the type of development activity that a Municipal Land Use Permit is applied for is not specified on the applicable fee schedule, the Town's Administrator shall use the fee applicable to the most nearly comparable type of land use on the fee schedule. If the Town's Administrator determines that there is no comparable type of land use on the applicable fee schedule then the Town's Administrator shall determine the fee by applying the appropriate formula set forth in Section Seven (C) hereof.
- 6.2.5 In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a Municipal Land Use Permit, the impact fee shall be based upon the net positive increase of the impact of the new use as compared to the previous use.
- 6.2.6 Upon acceptance of an independent fee calculation study, the following formula shall be used by the Town's Administrator as appropriate to determine the impact fee per use of development:

[Number of Occupants Allowable by Zoning Ordinance per Living Unit] * [Per Capita Fee]

Or

[Number of Dwelling Units] * [Fee Per Dwelling Unit] Note: A * means multiply.

7 Section Seven: Payment of Fee

- 7.1.1 The feepayer shall pay all of the impact fees required by this ordinance to the Town Zoning Administrator prior to the issuance of a Municipal Land Use Permit. No Municipal Land Use Permit will be issued without first receiving proof of payment of any required associated impact fee(s) from the Town Zoning Administrator. Payment shall be in two checks: one payable to the town impact fees and one payable to the School District for school impact fees.
- 7.1.2 All town impact fees collected shall be properly identified as impact fees and promptly transferred for deposit in the appropriate Impact Fee Trust Fund to be accounted for separately for each cost center as determined in Section Nine of this ordinance and used solely for the purposes specified in this ordinance.
- 7.1.3 All impact fees intended for the Town School District will go to the Town School District directly to avoid conflict with 16 V.S.A. §4029(b).

8 Section Eight: Impact Fee Trust Funds Established for Town Impact Fees

- 8.1.1 There is hereby established an Impact Fee Trust Fund for Town Impact Fees.
- 8.1.2 There are hereby established five (5) separate accounts within the Impact Fee Trust Fund, one account for each of the town's cost centers as identified in Section One of this Ordinance.

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- 8.1.3 At least once each fiscal year the Town's Administrator and/or Treasurer shall report to the Capital Budget Committee and/or the Selectboard the fund balance for each of the accounts in the Impact Fee Trust Fund, including any accrued interest.
- 8.1.4 Funds withdrawn from these accounts must be used in accordance with the provisions of Section Ten of this Ordinance.
- 8.1.5 Impact fees collected pursuant to this ordinance shall be placed by the Town Treasurer in separate interest-bearing accounts for each type of impact fee established.
- 8.1.6 The Town Treasurer shall maintain a register for each account indicating the date of payment of each fee, the amount paid, and the name of the fee payer.
- 8.1.7 The Town Treasurer shall prepare an annual accounting of all fees paid into and withdrawn from each account, showing the source and amounts collected, and the amounts expended and the projects for which such expenditures were made.

9 Section Nine: Use of Funds

- 9.1.1 The Selectboard hereby agrees to ensure proper use of the funds collected pursuant to this ordinance.
- 9.1.2 At least once each fiscal period each of the cost centers, through the Capital Budget Committee and/or the Town's Administrator, shall present to the Selectboard proposed capital improvements for the cost center, assigning funds, including any accrued interest, from the appropriate account within the Impact Fee Trust Fund for specific capital improvement projects. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the appropriate account in the Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.
- 9.1.3 Impact fees collected for each of the cost centers shall be used solely for the purpose of acquiring and/or making capital improvements to capital projects owned and/or controlled by the Town.
- 9.1.4 Funds shall be used exclusively for acquisitions, expansions, or capital improvements as defined in Section Five for each of the respective cost centers, identified in Section One, for which the funds were collected. Funds shall be expended in the order in which they are collected.
- 9.1.5 In the event that bonds or similar debt instruments are or have been issued for advanced provision of capital facilities or equipment for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in paragraphs C and D above.
- 9.1.6 Funds may be used to provide refunds as described in Section Eleven.

10 Section Ten: Refund of Fees Paid

- 10.1.1 If a Municipal Land Use Permit expires without commencement of construction, then the feepayer shall be entitled to a refund without interest, of the impact fee paid as a condition for its issuance. Any accrued interest will be retained by the Town to offset administrative costs. The feepayer must apply for such a refund with a receipt for payment of impact fees to the Town Administrator and Treasurer of the Town within thirty (30) days of the expiration of the permit. A feepayer who receives a refund under this provision shall not commence construction of the land development for which the refund was made without having again paying the required impact fee and obtaining a new Municipal Land Use Permit.

- 10.1.2 If the Town does not expend an impact fee within six (6) years of the date it is paid then the owner of the property at the expiration of the six-year (6) period for which the fee was paid may receive a refund of the fee with any interest that has accrued and minus any associated administrative costs, provided that such application is made to the Treasurer of the Town within one (1) year of the expiration of the six year period.
- 10.1.3 A refund shall be granted under Section (A) or Section (B) above upon written request. The original receipt issued by the Town for the fees paid shall be presumptive proof of entitlement to the refund under the above provisions.

11 Section Eleven: Exemptions, Credits and Discounts

11.1 Exemptions

- 11.1.1 The following shall be exempted from payment of one or all impact fees as appropriate:
- 11.1.1.1 Alterations or expansion of an existing building where no additional residential units are created and where the use is not changed.
- 11.1.1.2 The replacement of a destroyed or partially destroyed building or structure, as defined by this ordinance, with a new building or structure of the same size, and same footprint of existing structure and use so long as such improvement takes place within twelve (12) months of its destruction, abandonment, or disuse.
- 11.1.1.3 The installation of a replacement mobile home on a lot or other such site when impact fees for such mobile home site has previously been paid pursuant to this ordinance or where a mobile home legally existed on such a site on or prior to the effective date of this ordinance.
- 11.1.1.4 The construction of any non-residential building or structure or the installation of a non-residential mobile home.
- 11.1.2 Any claim of exemption must be made no later than the time of application for a Municipal Land Use Permit. Any claim not so made shall be deemed waived.
- 11.1.3 Multi-tenant housing for elderly person(s)-exempt from school impact fees.

11.2 Credits

- 11.2.1 Land and/or capital improvements for any cost center may be offered by the feepayer as total or partial payment of the required impact fee for that cost center. The offer must specifically request or provide for an impact fee credit for each and every cost center for which the feepayer proposes to provide improvements. If the Town's Administrator receives such offers and the offer(s) is (are) approved by the Selectboard such offer(s) whether the acceptance is before or after the effective date of this ordinance, the credit shall be determined and provided in the following manner:
- 11.2.1.1 Credit for the dedication of land shall be valued at: (i) 100% of the most recent assessed value by the Town Assessor or Listers, or (ii) by such other appropriate method as the Selectboard of the Town may have accepted prior to the effective date of this ordinance for the particular cost center(s) in question(s), or (iii) by fair market value established by private appraisers acceptable to the Town. Credit for the dedication of land shall be provided when the property has been conveyed at no charge to, and accepted by, the Town in a manner satisfactory to the Selectboard of the Town.
- 11.2.1.2 Applicants for credit for construction of facilities or improvements to existing facilities for a cost center shall submit acceptable engineering drawings and specifications, and construction cost estimates to the Town's Administrator. The Town's Administrator shall determine credit for construction based upon either these costs estimates or upon alternative engineering criteria and construction cost estimates if the Town's Administrator determines that such estimates submitted by the applicants are either unreliable or inaccurate. The Town's Administrator shall upon the approval of the Selectboard provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letters or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the Town's Administrator before credit will be given. The failures of the applicant to sign, date, and return such document within sixty (60) days shall nullify the credit.
- 11.2.1.3 Applicants for credit for non-site-related equipment and/or associated facilities and improvements to facilities shall provide model specifications, cost estimates and any other identifying information to the Town's Administrator. The Town's Administrator shall determine credit for each cost center's equipment and/or associated facilities and improvements to facilities based upon either these cost estimates or upon alternative cost estimates if the Town's Administrator determines that such estimates submitted by the applicant are either unreliable or inaccurate. The Town's Administrator shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, reasons for the credit, and the legal description or other adequate description of the equipment or facilities. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the Town's Administrator before credit will be given. The failure of the applicant to sign, date and return such document within sixty (60) days shall nullify the credit.

- 11.2.1.4 Except as provided in subparagraph (e), credit against impact fees otherwise due will not be provided until: (i) the construction is completed and accepted by the Town, or (ii) a title, deed, or other appropriate document of ownership is properly conveyed to the Town, or (iii) a suitable maintenance and warranty bond is received and approved by the Selectboard when applicable.
- 11.2.1.5 Credit may be provided before completion of specified capital project if adequate assurances are given by the applicant that the standards set out in Subparagraph (c) will be met and if the feepayer security as provided below for the costs of such capital project. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the Clerk of the Courts of Franklin County in an amount determined by the Town's Administrator. If the capital project will not be constructed within one year of the acceptance of the offer by the Town's Administrator, the amount of security shall be increased by ten percent (10 %) compounded, for each year of the life of the security. The security shall be reviewed and approved by the Selectboard prior to acceptance of the security by the Clerk. If the capital project is not to be completed within the year of the date of the feepayer's offer, the Selectboard must approve the capital project and its scheduled completion date prior to the acceptance of the offer by the Town's Administrator.
- 11.2.2 Any claim for credit must be made no later than the time of application for a Municipal Land Use Permit. Any claims not so made shall be deemed waived.
- 11.2.3 Credits shall not be transferable from one project or development to another without the approval of the Selectboard.
- 11.2.4 There shall be no credit given for improvements or construction outside of the Town against fees due hereunder.

11.3 Discounts

- 11.3.1 Special Provision Permitting the Discounting of Impact Fees for Affordable Housing:
- 11.3.1.1 Special Provision Permitting The Discounting of Impact Fees For Affordable Housing: (1) Pursuant to 24 V.S.A. § 4302(b)(1) and 24 V.S.A. § 5205, the Selectboard may grant a partial or total discount of the impact fee(s) to a new development provided the developer:
- 11.3.1.2 makes a specific request for such a discount subject to the provisions contained in Subsection B, Paragraphs 2, 3, and 4 of this Section.
- 11.3.1.3 Provides evidence that new development shall not exceed the eligibility criteria established by the Vermont Housing Finance Agency for affordability of housing in Franklin County.
- 11.3.1.4 Provides a written guarantee that any and all new development granted a discount of the impact fees shall be offered in the market such that it meets all eligibility criteria established by the Vermont Housing Finance Agency for affordability of housing in Franklin County.

12 Section Twelve: Conversions and Accessory Dwelling Units

- 12.1.1 The impact fee for a dwelling unit upon conversion from seasonal to year-round shall be imposed in the amount of the difference between the year-round dwelling fee and the seasonal dwelling unit fee.
- 12.1.2 The impact fee for an accessory dwelling unit shall be imposed in the amount of the year-round dwelling unit fee.

13 Section Thirteen: Appeals

- 13.1.1 Any individual or entity required to pay an impact fee under this ordinance may challenge the imposition of such fee, or the amount of the fee, by filing a written notice of appeal with the Town Clerk, which appeal shall not be filed later than thirty (30) days after written notification of the impact fee imposed on the development. Said notice of appeal shall state the basis of the appellant's challenge to the fee. Within sixty (60) days of the filing of a notice of appeal, the Selectboard shall hold a public hearing to receive oral and written evidence and argument from the appellant and Town representatives. Within forty- five (45) days after the conclusion of the hearing, the Selectboard shall notify the appellant of its decision in writing.

14 Section Fourteen: Violations

- 14.1.1 A violation of this ordinance shall be a civil matter enforced in the Vermont Judicial Bureau or in the Vermont Superior Court by the Town's Administrator in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977, et seq.
- 14.1.2 A civil penalty of not more than \$800.00 per violation may be imposed for violation of this ordinance. Each day that the violation continues shall constitute a separate violation of this ordinance.
- 14.1.3 Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977, et seq. For purposes of enforcement in the Judicial Bureau, the Town's Administrator shall be the designated enforcement officer(s). The Town's Administrator shall issue tickets and may be the appearing officer at any hearing.
- 14.1.4 Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Town may pursue all appropriate injunctive relief.

15 Section Fifteen: Severability

- 15.1.1 If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

16 Section Sixteen: Other Laws

- 16.1.1 This ordinance is in addition to all other ordinances of the Town and all applicable laws of the State of Vermont. The ordinance adopted herein replaces all prior ordinances and/or decisions relating to impact fees adopted or imposed by the Town or other growth regulations as of the effective date per Section Nineteen.

17 Section Seventeen: Effective Date

- 17.1.1 This ordinance shall become effective sixty (60) days after its adoption by the Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Amended this ____ day of _____, 20__.

Approved 10 February 2025

SIGNATURES OF GOVERNING BODY

Carl Rosenquist – Chair

Brian Dunsmore-Board Member

Kristina Senna– Board Member

Paul Jansen – Board Member

17.2 Adoption History

- 17.2.1 Agenda item at regular selectboard meeting held on **February 10, 2025.**
- 17.2.2 Read and approved at selectboard meeting **on February 10, 2025** and entered in the minutes of that meeting which were approved on **February 24, 2025.**
- 17.2.3 Posted in public places on **February 14, 2025.**
- 17.2.4 Notice of adoption published in the St. Albans Messenger newspaper on **February 14, 2025** with a notice of the right to petition.
- 17.2.5 Other actions [petitions, etc.]

February 4, 2025

ADDENDUM 1

To the Contract Documents for:

Town of Georgia
Bridge 10

The following are changes to, additions to, or deletions to the Contract Documents. This complete Addendum, including all attachments, shall be included with the Contract Documents and shall take precedence in the case of any discrepancy. **This addendum must be acknowledged on the Bid Form.**

1. Pre-Bid Meeting Notes:

- a. Summary: The site was reviewed by all parties and the scope of work was discussed. Pre-bid sign-in is attached. Specific items of note:
 - i. Scope includes detour, excavate approach, remove backwall and broken concrete on wingwalls, new half of expansion joint, recast backwall, roadway reconstruction, epoxy overlay, and misc. improvements.
 - ii. The Bid Form is a combination of lump sum and unit price items. Unit prices will be paid to the quantity installed.
 - iii. Bid (5%), Payment & Performance Bonds (100%) are required.
 - iv. No permitting. Stay off State Highway ROW for staging/storage/laydown.
 - v. Bids are due February 10, 2025 at 4:00 p.m. at the Town Office. Bids opened and reviewed by Selectboard at 6:00 on February 10.
 - vi. Insurance requirements are listed in the Contract Documents.
 - vii. Davis Bacon wage rates do not apply.
 - viii. Work to be completed June 17 – August 20 to avoid impacts to bus route.

2. Additional Clarifications:

- a. Detour – Contractor is responsible for all detour signage/tripods/sandbags/posts. Detour route shall be closely coordinated with Town of Georgia. Notices to all services (ambulance, fire, sheriff, school, post, etc.) shall be provided a minimum of 7 days prior to closure. Detour shall be signed in both directions (clockwise and counter-

clockwise) and signs shall be clearly marked with "Detour" and arrow in the correct direction and the wording "Highbridge – Arrow Head Lake Road" in reflective lettering. Route to be Arrow Head Lake Road – North Road – Main Street – Route 7 – Route 104A. Maximum duration of detour is 30 days. Portable variable message boards (two total) shall be setup 7 days prior to closure.

- b. Access to Georgia Mountain Road must be maintained at all times.
- c. Contractor to field measure expansion joint in field with Engineer prior to ordering new components to ensure fit/compatibility.

3. Questions/Answers: Contractor questions in lower case, Engineer answer in ***CAPS AND ITALICS***.

- a. Can we complete the work before/after the dates provided? ***NO. JUNE 17 TO AUGUST 20 IS FIXED. 30 DAY CLOSURE/DETOUR MAXIMUM DURATION.***
- b. Do you have the old bridge plans? ***YES. SENT AS A SEPARATE DOCUMENT DUE TO SIZE.***
- c. What is the spacing between expansion joint bars? ***SIZING WILL BE TEMPERATURE (BEAM) DEPENDENT AND FIELD ADJUSTED DURING FORMING OF THE BACKWALL. 2" (FACE BAR TO FACE BAR) AT 45 DEGREES. 1-3/4" AT 60 DEGREES. 1-3/8" AT 80 DEGREES.***

END OF ADDENDUM 1



PRE-BID MEETING SIGN IN - JANUARY 27, 2025

OWNER: TOWN OF GEORGIA

PROJECT: BRIDGE 10 (HIGHBRIDGE)

Company	Name	Phone	Email
ECI	Cody Marsh	802-557-8829	Cmarsh@eci.vt.com
JP Skard	Travis Clark	802-673-057	George@JPskard.com
SD Ireland	Kurt Harrins	802-404-0298	KHarrins@SDIreland.com
Blay & Lette Inc	Marc Lick	802-888-7067	marc@blayandcste.com
Letourneau Civil	Riley Huston	802-585-8905	Alto@letourneau1cc@gmail.com