



GEORGIA VERMONT

Selectboard Regular Meeting Monday, December 11, 2023 Chris Letourneau Meeting Room and via Zoom Agenda

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
1. PLEDGE OF ALLEGIANCE
2. CHAIR UPDATE
3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
4. SELECTBOARD MINUTES AND WARRANTS
 - A. Approval of Selectboard Regular Meeting Minutes for 11.27.2023
 - B. Approval of Warrants #31 and #32
5. 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.
6. CORRESPONDENCE
7. UNFINISHED BUSINESS
8. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)
 - A. Catherine Dimitruk - overview/annual report NWRPC
 - B. Justin Holmes Fairbanks Property
 - C. Bill Hinman Greenbacker - Action
 - D. Selectboard meeting on 12/25 - Action
 - E. Furnace Contract - Action
 - F. Animal Ordinance -Action
 - G. Legal Trail #4 Fill
 - H. Zoning Fee Schedule - Action

- I. DEI update
- J. Highway Truck Purchase - Action
- K. Computer Purchase Public Works - Action
- L. Transportation Grant - Signatures
- M. Falls Trail South Gully Repair - Signatures
- N. Safety items purchase - Action
- O. Brookfield Service of Generator - Action
- P. Generator Purchase - Action
- Q. re-adoption of ordinances

9. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS

- A. Town Administrator - Action items
 - Junk ordinance
 - Trail 4 ordinance
 - Traffic ordinance
- B. Treasurer
- C. Buildings
- D. Budget and Finance
- E. Personnel
- F. Public Works/Grounds/Recreation
- G. Committees at the direction of the chair

10. OTHER

11. PLAN NEXT MEETING AGENDA

- A. TBD

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

- A. Personnel -
- B. Amcare Negotiations

13. 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: Cheryl Letourneau, Town Administrator

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



SELECTBOARD REGULAR MEETING

Monday, November 27, 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)

1. CALL TO ORDER

- a. **Selectboard Present:** Devon Thomas Chair, Shannon Jenkins Vice-Chair, Jamie Comstock, Carl Rosenquist, Nicholas Martin
- b. **Staff Present:** Cheryl Letourneau, Dawn Penney, April Edwards, Doug Bergstrom, Bill Hinman
- c. **Public Present:** Marty Jansen, Bette Dunsmore, Heather Dunsmore, Heather Grimm, Fred Grimm, Terry Cleveland, Marc Price, Jason Chagnon, Tony Heinlein
- d. **Public Zoom:** Chris Taylor, Jana Theusen, Karen Badger, Frank Gore, Kristina Senna

2. PLEDGE OF ALLEGIANCE

3. CHAIR UPDATE

4. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

- C. Rosenquist makes a motion to have two separate Executive Sessions with one early in the meeting to respect B. Hinman’s time, N. Martin seconds. All in favor, motion carried.
- C. Rosenquist makes a motion to have this added to the agenda, N. Martin seconds. All in favor, motion carried.

5. SELECTBOARD MINUTES AND WARRANTS

A. Approval of Selectboard Regular Meeting Minutes for 11.13.2023

- C. Rosenquist makes a motion to approve the minutes from 11.13.2023 with corrections, S. Jenkins seconds.
 - Line 105 is a fragmented sentence.
 - Line 156 corrects the spelling of the word too.
 - J. Comstock makes a motion to have Thomas added to line 58.
- All in favor, motion carried.

B. Approval of Warrant #30

- S. Jenkins makes a motion to approve Warrant #30 with corrections, J. Comstock seconds.

- 32 • J. Comstock questions the audit, A. Edwards says it is not finished. N. Martin clarifies
- 33 that they are still on budget, A. Edwards confirms they are.
- 34 • J. Comstock questions \$9296 for sand. N. Martin assumes it is the sand for the year.
- 35 • All in favor, motion carried.
- 36 • D. Penney clarified the motion was for corrections and there are no corrections on the
- 37 warrant. D. Thomas confirms.

38 C. 11.22.2023 Executive Personal Committee Meeting Minutes

- 39 • C. Rosenquist makes a motion to accept 11.22.2023 minutes, J. Comstock seconds. All
- 40 in favor, motion carried.

41 **6. PUBLIC COMMENT (For items not on agenda)**

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

- 44 ▪ B. Dunsmore states that she is fearful of the direction that Georgia is heading. Her opinion
- 45 has nothing to do with anything online as she does not go there.

46 **7. CORRESPONDENCE**

47 **8. UNFINISHED BUSINESS**

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

- 49 ▪ C. Rosenquist makes a motion for Executive Session where prior information may put the
- 50 town or people at risk, N. Martin seconds. All in favor motion carried.
- 51 ▪ C. Rosenquist makes a motion to go into Executive Session with the board, C. Letourneau,
- 52 and B. Hinman to discuss Greenbacker Contract issues.
- 53 ▪ There were no motions made from Executive Session.

54 **A. Bill Hinman – Errors and Omissions**

- 55 ▪ B. Hinman explains what Errors and Omissions are and how they are mandated by the state.
- 56 He requests approval from the board to update: Paya and Lane, Wimble & Sons, Comcast
- 57 Broad Band, John Rhodes Revocable Trust, and the Veteran’s Exemption list.
- 58 ▪ B. Hinman explains that individuals need to apply directly to the state each year for their
- 59 Veteran’s Exemption.
- 60 ▪ C. Rosenquist makes a motion to approve the four Errors and Omissions leaving out the
- 61 Veterans to deal with later, N. Martin seconds. All in favor, motion carried.

62 **B. Historical Society Request**

- 63 ▪ C. Rosenquist says the request came from the Historical Society at the budget meeting. They
- 64 are requesting \$5,227.30. C. Letourneau says she will put it in the next budget meeting.
- 65 ▪ C. Rosenquist says there was a request to have an exchange of dehumidifiers between the
- 66 town office and the Historical Society. C. Letourneau confirms there was an agreement
- 67 made earlier today.

68 **C. Furnace Quotes**

- 69 ▪ C. Letourneau presented the board with the two quotes that T. Cadieux received and
- 70 submitted to her. C. Letourneau says their quotes are not clear and says she has not heard
- 71 from T. Cadieux but is waiting in hopes he can help.
- 72 ▪ C. Rosenquist asks if there was a recommendation. C. Letourneau says no.
- 73 ▪ The board asks C. Letourneau to ask T. Cadieux for a breakdown of the quotes via email.

74 ❖ C. Rosenquist makes a motion to move items E and F ahead of D for the sake of time efficacy, N.
75 Martin seconds. D. Thomas abstains, S. Jenkins, J. Comstock, C. Rosenquist, and N. Martin vote
76 yes, motion carried.

77 **D. Hidden Woods and Forest Glen – Engineer**

- 78 ▪ C. Letourneau asks the board which part of the Purchasing Policy they would like her to
- 79 follow.
- 80 ▪ S. Jenkins says it is good practice to get three bids.
- 81 ▪ N. Martin asks how long the estimates are good for.
- 82 ▪ F. Grimm asks if the estimates would have any teeth at all.
- 83 ▪ C. Letourneau asks if she is asking for bids or estimates. S. Jenkins says estimates.

84 **E. Extended Office Hours**

- 85 ▪ D. Thomas asks for thoughts.
- 86 ▪ N. Martin says it has been tried before saying it did not work. N. Martin says he can see it
- 87 both ways.
- 88 ▪ C. Letourneau says she tried it for a couple of months, and no one came. She says the clerk’s
- 89 office usually is open early and everyone is willing to stay later if anyone needs anything.
- 90 Discussion was had on the wording of a statement.
- 91 ▪ B. Dunsmore says maybe the word ‘accommodate’ could be added to the statement.
- 92 ▪ F. Grimm says you may want to say, ‘may accommodate’.

93 **F. DEI invitation to Aaron Kindsvatter**

- 94 ▪ D. Thomas asked the DEI Committee not to invite Kindsvatter to the town of Georgia.
- 95 ▪ D. Thomas reads aloud a letter to the board from some members of the DEI Committee. He
- 96 asks if this is a resignation. H. Grimm says it is not.

97 Devon & Selectboard Members,

98
99
100 We are writing in response to the request from Devon to put a hold on the invite to Dr. Aaron
101 Kindsvatter to speak with the DEI Committee.

102
103 We feel that the board has sent us mixed messages on how we are to operate as a committee. We were
104 formed and tasked with looking into what a DEI statement would mean for our community. We were
105 also told that as long as it could be tied to the charge that you would allow the committee to decide how
106 to approach our research and decisions.

107
108 We knew that the board wanted the founders of the Vermont Declaration on Inclusion to come to the
109 committee to make a presentation before the committee was even in place. We decided that we should
110 look at all viewpoints on accepting a DEI statement and what the pros and cons would look like. This
111 means that we would need to look at multiple viewpoints to be fair in our conclusions.

112
113 Our first attempt at finding a counter claim was an interview by John Stossell of Dr Erec Smith who was
114 a former DEI trainer, this was turned down by the board as it was deemed to be from social media
115 sources and would not allow a question and answer opportunity from committee members and the
116 public. Our argument was that videos are posted to YouTube because it is a platform for videos on the
117 internet and it is a platform that our own town uses to post their meeting videos. But we moved on and
118 looked for another viewpoint that would allow for a question and answer period.

119
120 Countless hours have been put into researching other speakers and how we could meet the charge and
121 find a speaker who could give some time. Dr. Aaron Kindsvatter was found and his presentation “How

122 DEI Fails Children and Families” seemed to fit what we are working on. This presentation is well
123 worded and very respectful. Dr. Kindsvatter is a founding member of Free Black Thought and a chapter
124 leader for the Foundation Against Intolerance and Racism (FAIR) We decided to move forward and see
125 if he would be willing to attend via zoom or if he could meet in person since he is also from Vermont.
126 Dr Kindsvatter agreed to meet with us and we set a date of 12/4/2023 at our committee meeting. Some
127 of us knew that as soon as a name was put out, there would be community members that would try to
128 find a reason to have this shut down as they do not want opposing views to be seen or heard. We were
129 shocked to hear that Devon’s plans were to continue with censorship and prohibit us from going forward
130 with this guest speaker. We were given the reasons as follows:

- 131
- 132 • “Aaron’s message is more focused on a discussion of racial identity and not the municipal
- 133 impact of a DEI statement.”
- 134 • “I find it concerning that he has a history of using violent language and has even encouraged acts
- 135 of violence against students at UVM”
- 136 • “it seems like an incendiary invitation which is the type of action the Selectboard asked the
- 137 committee to avoid making in pursuing its charge”
- 138

139 We do not agree with these statements, and ask the board to give us more information on how you came
140 to these conclusions. We feel that we cannot come to a clear understanding on how this would affect our
141 community without being able to explore all viewpoints. Does the select board have any
142 recommendations on an acceptable opposing viewpoints or is this just a tactic of smoke and mirrors?
143 Due to the divisiveness and backlash to having an opposing view and the personal attacks online and in
144 person to our committee members as well as community members, individuals are scared to attend and
145 or speak up to say they don’t agree. The insinuation that our committee cannot view information and
146 make an informed decision of facts without the influence of the select board is quite offensive. Our
147 diverse backgrounds should be respected and allowed to explore the charge as stated by the select board.
148 If the select board wanted to lay out a predetermined plan as to how, what, where and why we were to
149 investigate this subject, it should have been done in advance with clear guidelines and a list of
150 appropriate resources.

151

152 At this time we feel that we cannot move forward as the select board continues to intervene and stop the
153 forward action of the committee.

154

155

156 Respectfully submitted,
157 Heather Grimm, Martha Jansen, Linda Kirker, Bob Stebbins

- 158
- 159 ▪ S. Jenkins says H. Grimm, M. Jansen, L. Kirker, and B. Stebbins can welcome him
- 160 personally; she just does not agree with it.
- 161 ▪ C. Rosenquist makes a motion to enter into discussion about the DEI Committee, N. Martins
- 162 seconds.
- 163 ▪ J. Thuesen wants it known that she is not any part of the letter. She goes on to state her
- 164 reasons.
- 165 ▪ C. Rosenquist says he went through all of the links that were sent to him and he did not see
- 166 any mention of the violence that is being referred to.
- 167 ▪ J. Chagnon says that there are 4,565 signatures calling for the resignation of Kindsvatter.
- 168 ▪ D. Thomas says the issue is not what he says but what it will do to the town conversation.
- 169 He says to google his name and read the controversy.

- 170 ▪ C. Rosenquist makes a motion to have the DEI Committee be allowed to invite Kindsvatter
- 171 to present opposing viewpoints, N. Martin seconds.
- 172 ▪ H. Grimm says you have formed an opinion before meeting with the person. She says they
- 173 are shutting down the conversation.
- 174 ▪ J. Chagnon says he would love to hear from him.
- 175 ▪ M. Jansen says it was a temporary agreement and she was waiting to hear from the
- 176 selectboard to see what they were thinking.
- 177 ▪ D. Thomas wants to bring the information to the community.
- 178 ▪ B. Dunsmore clarifies that they were instructed not to look online and now they don't want to
- 179 allow a person to be physically present to answer questions.
- 180 ▪ D. Thomas says the speaker was reported to encourage violence. Discussion continued.
- 181 ▪ J. Comstock says this committee is at the Direction of the Chair so if that is what he wants he
- 182 does not understand why it is this much of a conversation.
- 183 ▪ T. Cleveland asks who it will harm.
- 184 ▪ H. Grimm says they have not decided, they want to hear both sides before they do that.
- 185 ▪ J. Chagnon says the board was voted in to do this, why don't they just do it. S. Jenkins says
- 186 they wanted to.
- 187 ▪ D. Thomas says they work on behalf of the board, they work for us.
- 188 ▪ J. Chagnon says democracy is the board deciding; they could have signed it.
- 189 ▪ F. Grimm says true democracy is putting it on a ballot. He encourages everyone to be critical
- 190 thinkers and validate sources.
- 191 ▪ M. Price says it does not make sense to have both sides of an argument, you could invite a
- 192 KKK member.
- 193 ▪ D. Thomas calls for a vote.
- 194 ▪ C. Rosenquist votes yes, D. Thoams votes no, S. Jenkins, J. Comstock and N. Martin abstain.
- 195 Motion fails.
- 196 ▪ N. Martin says he sees both sides. He is not sure that is what the board represents.
- 197 ▪ M. Jansen says when reviewing the videos, she heard someone talking about a second phase.
- 198 She knows that she is part of the first phase but has not been asked about a second. She says
- 199 she has invested hours and hours into this.
- 200 ▪ M. Jansen resigns from the DEI Committee.
- 201 ▪ J. Theusen reads C. Rosenquist's quote from the newspaper. She says 'should there be a
- 202 second phase' is what was said.
- 203 ▪ B. Dunsmore says the newspaper is not unbiased news.
- 204 ▪ C. Rosenquist says it is not proper for the selectboard to become political. He says this is
- 205 getting worse.
- 206 ▪ H. Grimm clarifies that they cannot have Kindsvatter as a speaker. D. Thomas says not as a
- 207 committee. N. Martin says they can collect information. H. Grimm says after the first
- 208 meeting they were told people had to come in to bring information.
- 209 ▪ D. Thomas says they can reach out and get information on their own.
- 210 ▪ H. Grimm says it is hard to get people to come and speak. People do not want to be seen as
- 211 racist and put their businesses at risk.
- 212 ▪ C. Letourneau asks the board if they have a recommendation of a person to come and speak
- 213 with the committee. Nothing is offered.
- 214 ▪ H. Grimm is being asked to read a statement out loud via her phone from Bob Stebbins (DEI
- 215 Committee), he says he wants to resign as it is not productive.

216 **10. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES**
 217 **REPORTS**

- 218 A. Town Administrator
- 219 B. Treasurer
- 220 C. Buildings
- 221 D. Budget and Finance
- 222 E. Personnel

- 223
 - Personnel Policy will have a planned meeting.

- 224 G. Public Works/Grounds/Recreation

- 225
 - T. Heinlein reports that he got together with T. Cadieux and wants a copy of the survey that
 - 226 Perrigo had done. He was hoping to have it last week but still has not seen it. He will get
 - 227 information and meet with T. Cadieux and C. Rosenquist.

- 228 G. Committees at the direction of the chair

229 **11. OTHER**

- 230
 - T. Cleveland asks where the board is with the Conflict-of-Interest Policy. D. Thomas says
 - 231 they are currently working through to see what positions conflict with each other and what
 - 232 ones they can double up on. N. Martin says many of these are volunteer positions.
 - 233
 - C. Rosenquist says he thought they were going through the recommendations from the
 - 234 committee versus the recommendations from legal.
 - 235
 - D. Thomas says they are going through the process.

236 **12. PLAN NEXT MEETING AGENDA**

- 237 A. 12.11.2023 Regular Meeting

- 238 B. 11.29.2023 Budget Meeting

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

- 240
 - At 8:17 pm - C. Rosenquist makes motion to move into Executive Session where premature
 - 241 knowledge may put the town or its members at risk, N. Martin seconds. All in favor, motion
 - 242 carried.
 - 243
 - C. Rosenquist makes a motion to invite C. Letourneau, the board, and D. Bergstrom to
 - 244 Executive Session to discuss an employee’s grievance, N. Martin seconds. All in favor,
 - 245 motion carried.
 - 246
 - C. Rosenquist makes a motion to come out of executive session, N. Martin seconds. All in
 - 247 favor, motion carried.
 - 248
 - N. Martin makes a motion that the board will review and submit a letter on behalf of the
 - 249 board to a member of the Community, S. Jenkins seconds. All in favor, motion carried.

250 **14. ADJOURN**

- 251
 - At 8:46 C. Rosenquist makes a motion to adjourn the meeting, N. Martin seconds. All in
 - 252 favor, motion carried.

253 **TABLED ITEMS:**

254

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

257 **Signed: Cheryl Letourneau, Town Administrator**

DRAFT

12/01/23
09:30 am

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 31 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 11/30/23

Section 4. Item #B.
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
APPLE	APPLE INC	11/23 EXTRA 11/23 extra for Todd's p	0.99	0.00			--/--/--
FOLKMANIS	FOLKMANIS, INC	11/23 Puppets	276.93	0.00			--/--/--
MY PARK	MY PARKING SIGN	11/28 SIGNS Signs for Russell Greene	108.85	0.00			--/--/--
NEDENT	NORTHEAST DELTA DENTAL	12/23 DENTAL 12/23 dental	484.34	0.00			--/--/--
PAYCHEX	PAYCHEX	4328644 11/23 kiosks	75.00	0.00			--/--/--
Report Total			946.11	0.00	0.00		

To the Treasurer of Town of Georgia, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****946.11 Let this be your order for the payments of these amounts.

Devon Thomas (Chair)

Shannon Jenkins (Vice-Chair)

Jamie Comstock

Carl Rosenquist

Nicholas Martin

12/07/23
10:03 am

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 32 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 12/11/23

Section 4. Item #B.
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ACE	ST ALBANS ACE HARDWARE LLC	1054223 Therma	42.99	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202510201 Valve	75.44	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202500901 snow plow lamp LED heate	298.00	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202510401 Connector	207.54	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202482802 Tee QC	8.78	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202497901 Belts	123.46	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202529701 Tension, pulley	1584.42	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X40103047501 Belt, pulley	330.59	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202523501 Belt,hose, clamp	456.88	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202524401 HVAC filter	35.26	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202529601 Snow plow lamp lens	445.72	0.00			
ALLEGIANC	ALLEGIANCE TRUCKS	X12202525601 Adjuster belt	72.46	0.00			
AMAZON	AMAZON CAPITAL SERVICES	1Q37H4VM6JXC Chicken wire	79.59	0.00			
AMCARE	AMCARE AMBULANCE SYSTEMS INC	1400 12/23 ambo svcs	5885.23	0.00			
AVENU	AVENU INSIGHTS & ANALYTICS	INVB-049372 11/23Land records	890.00	0.00			
BLACKDOG	BLACK DOG ELECTRICAL SERVICE L	7135 Annual fire alarm inspec	195.00	0.00			
CANON	CANON FINANCIAL SERVICES, INC	31529087 Meter usage	320.92	0.00			
CARGIL	CARGILL, INCORPORATED	2908865470 Deicer salt	2044.77	0.00			
CARGIL	CARGILL, INCORPORATED	2908860297 Deicere salt	2014.74	0.00			
CDBPLLC	CLARKE, DEMAS & BAKER, PLLC	11/17/2023 Over paid recording fee	15.00	0.00			
COMCAST	COMCAST	12/23 TOWN 12/23 town offices	270.47	0.00			
COMCAST	COMCAST	12/23 LIB 12/23 lib	50.01	0.00			
COMCAST	COMCAST	12/23FD 12/23 FD	280.36	0.00			
COMCAST	COMCAST	12/23TOWN 12/23 town modem 2	14.95	0.00			
COMCASTB	COMCAST BUSINESS	188999790 12/23 comcast	786.76	0.00			
EYE MED	FIDELITY SECURITY LIFE INSURAN	166054693 12/23	57.67	0.00			
FIDIUM	CONSOLIDATED COMMUNICATIONS	11/18/23 12/23 wifi at beach	96.48	0.00			
GAP	GEORGIA AUTO PARTS	73463 HD RED EXT LIFE	35.98	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23 MUSEUM 12/23 museum	4.06	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23TOWNCLE 12/23 town clerk	284.96	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23ST LTS 12/23 st lts	251.49	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23 GARAGE 12/23 65 Plains Rd	430.77	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23 LIB WE 12/23 Lib well	28.61	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23LIB 12/23 Lib	807.69	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23FD 12/23 FD	516.01	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23 PATTEE 12/23 Pattee Hill	144.69	0.00			
GMP	GREEN MOUNTAIN POWER CORPORATI	12/23SALT SH 12/23 salt shed	26.97	0.00			
J&L	J & L HARDWARE, INC.	501531 4 mil clear plast	59.98	0.00			
JENKINS	JENKINS TREE & STUMP REMOVAL	1067 Tree removal	1200.00	0.00			
MILTONACE	MILTON ACE HARDWARE	42356/4 Mouse traps	28.97	0.00			
MILTT	TOWN OF MILTON	453 11/23 Milton PD	2200.00	0.00			
MRS	MILTON RENTAL & SALES INC	1-647394 Detector, metal	20.00	0.00			
MYERS	MYERS CONTAINER SERVICE CORP	11/23 TRASH 11/23 trash removal	174.76	0.00			
MYERS	MYERS CONTAINER SERVICE CORP	11/23 BEACH 11/23 beach trash	71.60	0.00			
NEMRC	NEW ENGLAND MUN RESOURCE CTR L	54051 2023Annual disaster reco	879.01	0.00			
NWSWD	NW VT SOLID WASTE MGT DISTRICT	23722 Tire collection	40.00	0.00			
NWSWD	NW VT SOLID WASTE MGT DISTRICT	23721 Tire collection	140.00	0.00			
OMG	O'ROURKE MEDIA GROUP	368328 11/7/23 DRB	90.00	0.00			
OREILLY	O'REILLY AUTO PARTS	5680-396167 Rust prevent/ fluid film	819.96	0.00			
PEOPLE	PEOPLES TRUST COMPANY	12/23GARAGE 12/23 Garage loan	52565.15	0.00			

12/07/23
10:03 am

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 32 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 12/11/23

bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
PESTPRO	PEST PRO, INC.	169914 11/14 check	75.00	0.00			
REYNOL	REYNOLDS AND SON INC	3431893 Charger cradle	262.00	0.00			
ROWLEY	ROWLEY FUELS PROPANE LLC	9550 Gas	830.85	0.00			
ROWLEY	ROWLEY FUELS PROPANE LLC	11239 Diesel	5261.32	0.00			
UNIFIR	UNIFIRST CORPORATION	1080182479 11/29 uniforms	74.02	0.00			
UNIFIR	UNIFIRST CORPORATION	1080181283 11/22 uniforms	74.02	0.00			
UNIFIR	UNIFIRST CORPORATION	1080179888 11/15 uniforms	74.02	0.00			
UNION DUE	LABORERS' INTERNATIONAL OF NO.	11/23 UNION 11/23 union dues	123.00	0.00			
UNITEDCF	UNITED CONSTRUCTION & FORESTY	10319480 Grader	356.50	0.00			
VGS	VERMONT GAS SYSTEMS INC	11/23 83 PLA 83 Plains Rd	802.25	0.00			
VGS	VERMONT GAS SYSTEMS INC	12/23 PLAINS 12/23 65 Plains rd	166.96	0.00			
VGS	VERMONT GAS SYSTEMS INC	12/23 TOWN C 12/23 town clerk	189.03	0.00			
VGS	VERMONT GAS SYSTEMS INC	12/23 FD 12/23 FD	543.43	0.00			
VT EMS	VERMONT EMS DISTRICT 1, INC.	2023 105 Yrly dues	150.00	0.00			
WATERSHED	ST ALBANS AREA WATERSHED ASSN	2023 DONATIO GCC given to SAAWA	2000.00	0.00			
Report Total			88,486.55	0.00	0.00		

To the Treasurer of Town of Georgia, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****88,486.55 Let this be your order for the payments of these amounts.

Devon Thomas (Chair)

Shannon Jenkins (Vice-Chair)

Jamie Comstock

Carl Rosenquist

Nicholas Martin



1 Green Tree Drive
So. Burlington, VT 05403
802-865-9900

Preventative Maintenance Proposal

Submitted to: Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Regarding inspection and preventative maintenance at:

Location: Georgia Town Clerks Office
47 Town Common Road
Georgia , Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

Proposal Date: 11/7/2023

Based Upon:
1 Air Handling Unit

Preventative Maintenance Agreement

Avonda Air Systems, Inc. Duties:

1. Provide a planned Preventive Maintenance program tailored specifically to Georgia Town Clerks Office's Heating, and Air Conditioning Equipment. This program is outlined in the Preventative Maintenance Summary portion of this agreement.
2. All labor shall be performed with qualified, trained personnel directly employed / supervised by Avonda Air Systems, Inc.
3. Avonda shall take all reasonable precautions to avoid personal injury or property damage while performing work in connection with this agreement. The work shall be performed in a manner consistent with governing safety standards.
4. Avonda shall inspect and service all equipment listed on the front page of this proposal during normal business hours, Monday through Friday, 7:00 AM to 3:30 PM, in accordance with the Maintenance Schedule (subject to the conditions stated below).
5. Furnish a completed copy of the Service Technician's Diagnostic Inspection Report if requested by the Owner.
6. Where requested, Avonda shall instruct Owner's personnel in the proper operation of HVAC equipment to provide for the greatest operational efficiency.
7. Abide by all Environmental Regulations as dictated by the Clean Air Act of 1990, Section 608, which prohibits the intentional venting of Class I (CFC), Class II (HCFC) refrigerants.

Georgia Town /Georgia Town Clerks Office agrees to:

1. Operate the equipment listed on the front page of this proposal as recommended by Avonda Air Systems, and the manufacturer of the equipment. Misuse of the equipment can lead to failure to improper operation.
2. Allow our personnel to use building maintenance equipment not typically brought to maintenance visits by Avonda personnel, like ladders, dumpsters, lights, & trash cans. Filters & other refuse from the maintenance work shall be disposed of on site. Owner shall make a dumpster or other trash receptacle reasonably available or owner may be charged a disposal fee.
3. Owner shall provide free, safe and convenient access to the equipment. If lifts or other equipment is necessary to obtain access, Avonda may bill extra charges for the work and equipment unless otherwise specified in this Agreement.

Payment and Other Terms

1. Owner agrees to pay all amounts due under this agreement within 30 days of billing. In the event that prompt payment is not made, Avonda shall be entitled to interest at a rate of 1.5% per month (an annual percentage rate of 18%), on all overdue accounts. Where owner has not made prompt payment under the terms of this agreement, Avonda Air Systems may in its sole discretion terminate this agreement.
2. If Avonda shall be entitled to all costs of collection on overdue charges, including court costs, interest and reasonable attorneys' fees. Any claims or lawsuits under this Agreement shall exclusively be filed in Chittenden County, Vermont.
3. Only the materials and labor specified under this Agreement shall be provided. All other materials and labor will be billed as an additional charge.
4. Owner agrees to pay any applicable taxes or governmental charges on goods or services provided by Avonda in connection with this Agreement.
5. It is understood that this proposal sets forth the entire Agreement between Avonda and the Owner. The Agreement sets forth all work to be performed for the charges identified herein.

Limitations and Exclusions

1. Avonda Air Systems, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not limited to: obsolescence, delays in transportation, fire, theft, explosions, vandalism, work stoppage, floods, or acts of God.
2. Avonda Air Systems, Inc. shall not be liable for repair or replacement of parts as a result of incidental or consequential damages resulting from misuse.
3. Avonda shall not be responsible for any consequential damages in the event of a failure to properly perform work under the terms of this Agreement. Any damages recoverable by Owner in litigation against Avonda for work performed under or related to this Agreement shall be limited to the amounts paid to or charged by Avonda for the defective work.
4. Avonda Air Systems, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
5. Chemical treatment of system(s) is not included in this contract. Glycol is extra.
6. Avonda's maintenance scheduled may be altered where necessary. Months listed on last page, indicate when a work order is generated. All maintenance work schedules are subject to change due to weather or high volume of service calls. Avonda shall make good faith attempts to comply with the maintenance schedule.

Preventative Maintenance Agreement Summary

Submitted By: Avonda Air Systems, Inc.
1 Green Tree Drive
South Burlington, VT 05403

For: Georgia Town Clerks Office
47 Town Common Road
Georgia , Vt 05468

Bill To Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

(2) Diagnostic Equipment Inspections per year with filter changes; May and November.
Includes annual belts replacement during spring inspection when required.

*This is a Preventive Maintenance Agreement only for equipment listed on the first page of this contract. **Chemical coil cleanings are excluded** . Belts and filters (MERV 8) to be replaced as detailed above.*

Complete inspections as per proposed diagnostic services, during Fall and Spring visits. Work not covered by this agreement will be billed as follows: During regular working hours (Monday through Friday, 7:00 AM to 3:30 PM), at our current labor rate at time of service, with a \$25.00 trip charge. Overtime work will be billed at time and a half to include weekends. Holidays are billed at double time."

The above service will be furnished at an annual price of \$487.00: Billed \$243.50 - Twice Per Year. This quote includes the cost of filters and belts as required.

ACCEPTANCE

For: Georgia Town

Name: Todd Cadieux

Title: _____

Date: _____

For: Avonda Air Systems, Inc.


Name: Bob Avonda

Title: President

Date: 11/07/2023



1 Green Tree Drive
So. Burlington, VT 05403
802-865-9900

Preventative Maintenance Proposal

Submitted to: Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Regarding inspection and preventative maintenance at:

Location: Georgia Fire and Rescue
4134 Ethan Allen Highway
Georgia , Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

Proposal Date: 11/7/2023

Based Upon:

- 2 Unit Heaters
- 2 Fan Coil Units
- 1 Water Heater

Preventative Maintenance Agreement

Avonda Air Systems, Inc. Duties:

1. Provide a planned Preventive Maintenance program tailored specifically to Georgia Fire and Rescue's Heating, and Air Conditioning Equipment. This program is outlined in the Preventative Maintenance Summary portion of this agreement.
2. All labor shall be performed with qualified, trained personnel directly employed / supervised by Avonda Air Systems, Inc.
3. Avonda shall take all reasonable precautions to avoid personal injury or property damage while performing work in connection with this agreement. The work shall be performed in a manner consistent with governing safety standards.
4. Avonda shall inspect and service all equipment listed on the front page of this proposal during normal business hours, Monday through Friday, 7:00 AM to 3:30 PM, in accordance with the Maintenance Schedule (subject to the conditions stated below).
5. Furnish a completed copy of the Service Technician's Diagnostic Inspection Report if requested by the Owner.
6. Where requested, Avonda shall instruct Owner's personnel in the proper operation of HVAC equipment to provide for the greatest operational efficiency.
7. Abide by all Environmental Regulations as dictated by the Clean Air Act of 1990, Section 608, which prohibits the intentional venting of Class I (CFC), Class II (HCFC) refrigerants.

Georgia Town /Georgia Fire and Rescue agrees to:

1. Operate the equipment listed on the front page of this proposal as recommended by Avonda Air Systems, and the manufacturer of the equipment. Misuse of the equipment can lead to failure to improper operation.
2. Allow our personnel to use building maintenance equipment not typically brought to maintenance visits by Avonda personnel, like ladders, dumpsters, lights, & trash cans. Filters & other refuse from the maintenance work shall be disposed of on site. Owner shall make a dumpster or other trash receptacle reasonably available or owner may be charged a disposal fee.
3. Owner shall provide free, safe and convenient access to the equipment. If lifts or other equipment is necessary to obtain access, Avonda may bill extra charges for the work and equipment unless otherwise specified in this Agreement.

Payment and Other Terms

1. Owner agrees to pay all amounts due under this agreement within 30 days of billing. In the event that prompt payment is not made, Avonda shall be entitled to interest at a rate of 1.5% per month (an annual percentage rate of 18%), on all overdue accounts. Where owner has not made prompt payment under the terms of this agreement, Avonda Air Systems may in its sole discretion terminate this agreement.
2. If Avonda shall be entitled to all costs of collection on overdue charges, including court costs, interest and reasonable attorneys' fees. Any claims or lawsuits under this Agreement shall exclusively be filed in Chittenden County, Vermont.
3. Only the materials and labor specified under this Agreement shall be provided. All other materials and labor will be billed as an additional charge.
4. Owner agrees to pay any applicable taxes or governmental charges on goods or services provided by Avonda in connection with this Agreement.
5. It is understood that this proposal sets forth the entire Agreement between Avonda and the Owner. The Agreement sets forth all work to be performed for the charges identified herein.

Limitations and Exclusions

1. Avonda Air Systems, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not limited to: obsolescence, delays in transportation, fire, theft, explosions, vandalism, work stoppage, floods, or acts of God.
2. Avonda Air Systems, Inc. shall not be liable for repair or replacement of parts as a result of incidental or consequential damages resulting from misuse.
3. Avonda shall not be responsible for any consequential damages in the event of a failure to properly perform work under the terms of this Agreement. Any damages recoverable by Owner in litigation against Avonda for work performed under or related to this Agreement shall be limited to the amounts paid to or charged by Avonda for the defective work.
4. Avonda Air Systems, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
5. Chemical treatment of system(s) is not included in this contract. Glycol is extra.
6. Avonda's maintenance scheduled may be altered where necessary. Months listed on last page, indicate when a work order is generated. All maintenance work schedules are subject to change due to weather or high volume of service calls. Avonda shall make good faith attempts to comply with the maintenance schedule.

Preventative Maintenance Agreement Summary

Submitted By: Avonda Air Systems, Inc.
1 Green Tree Drive
South Burlington, VT 05403

For: Georgia Fire and Rescue
4134 Ethan Allen Highway
Georgia, Vt 05468

Bill To Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

(2) Diagnostic Equipment Inspections per year with filter changes; May and November.
Includes annual belts replacement during spring inspection when required.

*This is a Preventive Maintenance Agreement only for equipment listed on the first page of this contract. **Chemical coil cleanings are excluded**. Belts and filters (MERV 8) to be replaced as detailed above.*

Complete inspections as per proposed diagnostic services, during Fall and Spring visits. Work not covered by this agreement will be billed as follows: During regular working hours (Monday through Friday, 7:00 AM to 3:30 PM), at our current labor rate at time of service, with a \$25.00 trip charge. Overtime work will be billed at time and a half to include weekends. Holidays are billed at double time."

The above service will be furnished at an annual price of \$1,462.00: Billed \$731.00 - Twice Per Year, This quote includes the cost of filters and belts as required.

ACCEPTANCE

For: Georgia Town

Name: Todd Cadieux

Title: _____

Date: _____

For: Avonda Air Systems, Inc.



Name: Bob Avonda

Title: President

Date: 11/07/2023



Preventative Maintenance Proposal

Submitted to: Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Regarding inspection and preventative maintenance at:

Location: Old Town Garage
Plains Road
Georgia , Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

Proposal Date: 11/7/2023

Based Upon:
4 Unit Heaters

Preventative Maintenance Agreement

Avonda Air Systems, Inc. Duties:

1. Provide a planned Preventive Maintenance program tailored specifically to Old Town Garage's Heating, and Air Conditioning Equipment. This program is outlined in the Preventative Maintenance Summary portion of this agreement.
2. All labor shall be performed with qualified, trained personnel directly employed / supervised by Avonda Air Systems, Inc.
3. Avonda shall take all reasonable precautions to avoid personal injury or property damage while performing work in connection with this agreement. The work shall be performed in a manner consistent with governing safety standards.
4. Avonda shall inspect and service all equipment listed on the front page of this proposal during normal business hours, Monday through Friday, 7:00 AM to 3:30 PM, in accordance with the Maintenance Schedule (subject to the conditions stated below).
5. Furnish a completed copy of the Service Technician's Diagnostic Inspection Report if requested by the Owner.
6. Where requested, Avonda shall instruct Owner's personnel in the proper operation of HVAC equipment to provide for the greatest operational efficiency.
7. Abide by all Environmental Regulations as dictated by the Clean Air Act of 1990, Section 60B, which prohibits the intentional venting of Class I (CFC), Class II (HCFC) refrigerants.

Georgia Town /Old Town Garage agrees to:

1. Operate the equipment listed on the front page of this proposal as recommended by Avonda Air Systems, and the manufacturer of the equipment. Misuse of the equipment can lead to failure to improper operation.
2. Allow our personnel to use building maintenance equipment not typically brought to maintenance visits by Avonda personnel, like ladders, dumpsters, lights, & trash cans. Filters & other refuse from the maintenance work shall be disposed of on site. Owner shall make a dumpster or other trash receptacle reasonably available or owner may be charged a disposal fee.
3. Owner shall provide free, safe and convenient access to the equipment. If lifts or other equipment is necessary to obtain access, Avonda may bill extra charges for the work and equipment unless otherwise specified in this Agreement.

Payment and Other Terms

1. Owner agrees to pay all amounts due under this agreement within 30 days of billing. In the event that prompt payment is not made, Avonda shall be entitled to interest at a rate of 1.5% per month (an annual percentage rate of 18%), on all overdue accounts. Where owner has not made prompt payment under the terms of this agreement, Avonda Air Systems may in its sole discretion terminate this agreement.
2. If Avonda shall be entitled to all costs of collection on overdue charges, including court costs, interest and reasonable attorneys' fees. Any claims or lawsuits under this Agreement shall exclusively be filed in Chittenden County, Vermont.
3. Only the materials and labor specified under this Agreement shall be provided. All other materials and labor will be billed as an additional charge.
4. Owner agrees to pay any applicable taxes or governmental charges on goods or services provided by Avonda in connection with this Agreement.
5. It is understood that this proposal sets forth the entire Agreement between Avonda and the Owner. The Agreement sets forth all work to be performed for the charges identified herein.

Limitations and Exclusions

1. Avonda Air Systems, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not limited to: obsolescence, delays in transportation, fire, theft, explosions, vandalism, work stoppage, floods, or acts of God.
2. Avonda Air Systems, Inc. shall not be liable for repair or replacement of parts as a result of incidental or consequential damages resulting from misuse.
3. Avonda shall not be responsible for any consequential damages in the event of a failure to properly perform work under the terms of this Agreement. Any damages recoverable by Owner in litigation against Avonda for work performed under or related to this Agreement shall be limited to the amounts paid to or charged by Avonda for the defective work.
4. Avonda Air Systems, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
5. Chemical treatment of system(s) is not included in this contract. Glycol is extra.
6. Avonda's maintenance scheduled may be altered where necessary. Months listed on last page, indicate when a work order is generated. All maintenance work schedules are subject to change due to weather or high volume of service calls. Avonda shall make good faith attempts to comply with the maintenance schedule.

Preventative Maintenance Agreement Summary

Submitted By: Avonda Air Systems, Inc.
1 Green Tree Drive
South Burlington, VT 05403

For: Old Town Garage
Plains Road
Georgia, Vt 05468

Bill To Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

(1) Diagnostic Equipment Inspections per year with filter changes; November 2024.
Includes annual belts replacement during spring inspection when required.

*This is a Preventive Maintenance Agreement only for equipment listed on the first page of this contract. **Chemical coil cleanings are excluded**. Belts and filters (MERV 8) to be replaced as detailed above.*

Complete inspections as per proposed diagnostic services, during Fall and Spring visits. Work not covered by this agreement will be billed as follows: During regular working hours (Monday through Friday, 7:00 AM to 3:30 PM), at our current labor rate at time of service, with a \$25.00 trip charge. Overtime work will be billed at time and a half to include weekends. Holidays are billed at double time."

The above service will be furnished at an annual price of \$650.00: Billed \$650.00 - Once Per Year. This quote includes the cost of filters and belts as required.

ACCEPTANCE

For: Georgia Town

Name: Todd Cadieux

Title: _____

Date: _____

For: Avonda Air Systems, Inc.



Name: Bob Avonda

Title: President

Date: 11/07/2023



Preventative Maintenance Proposal

Submitted to: Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Regarding inspection and preventative maintenance at:

Location: Georgia Town Library
1697 Ethan Allen Highway
Georgia , Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

Proposal Date: 11/7/2023

Based Upon:

- 3 Ductless Split Systems
- 1 Water Heater
- 1 Boiler

Preventative Maintenance Agreement

Avonda Air Systems, Inc. Duties:

1. Provide a planned Preventive Maintenance program tailored specifically to Georgia Town Library's Heating, and Air Conditioning Equipment. This program is outlined in the Preventative Maintenance Summary portion of this agreement.
2. All labor shall be performed with qualified, trained personnel directly employed / supervised by Avonda Air Systems, Inc.
3. Avonda shall take all reasonable precautions to avoid personal injury or property damage while performing work in connection with this agreement. The work shall be performed in a manner consistent with governing safety standards.
4. Avonda shall inspect and service all equipment listed on the front page of this proposal during normal business hours, Monday through Friday, 7:00 AM to 3:30 PM, in accordance with the Maintenance Schedule (subject to the conditions stated below).
5. Furnish a completed copy of the Service Technician's Diagnostic Inspection Report if requested by the Owner.
6. Where requested, Avonda shall instruct Owner's personnel in the proper operation of HVAC equipment to provide for the greatest operational efficiency.
7. Abide by all Environmental Regulations as dictated by the Clean Air Act of 1990, Section 608, which prohibits the intentional venting of Class I (CFC), Class II (HCFC) refrigerants.

Georgia Town /Georgia Town Library agrees to:

1. Operate the equipment listed on the front page of this proposal as recommended by Avonda Air Systems, and the manufacturer of the equipment. Misuse of the equipment can lead to failure to improper operation.
2. Allow our personnel to use building maintenance equipment not typically brought to maintenance visits by Avonda personnel, like ladders, dumpsters, lights, & trash cans. Filters & other refuse from the maintenance work shall be disposed of on site. Owner shall make a dumpster or other trash receptacle reasonably available or owner may be charged a disposal fee.
3. Owner shall provide free, safe and convenient access to the equipment. If lifts or other equipment is necessary to obtain access, Avonda may bill extra charges for the work and equipment unless otherwise specified in this Agreement.

Payment and Other Terms

1. Owner agrees to pay all amounts due under this agreement within 30 days of billing. In the event that prompt payment is not made, Avonda shall be entitled to interest at a rate of 1.5% per month (an annual percentage rate of 18%), on all overdue accounts. Where owner has not made prompt payment under the terms of this agreement, Avonda Air Systems may in its sole discretion terminate this agreement.
2. If Avonda shall be entitled to all costs of collection on overdue charges, including court costs, interest and reasonable attorneys' fees. Any claims or lawsuits under this Agreement shall exclusively be filed in Chittenden County, Vermont.
3. Only the materials and labor specified under this Agreement shall be provided. All other materials and labor will be billed as an additional charge.
4. Owner agrees to pay any applicable taxes or governmental charges on goods or services provided by Avonda in connection with this Agreement.
5. It is understood that this proposal sets forth the entire Agreement between Avonda and the Owner. The Agreement sets forth all work to be performed for the charges identified herein.

Limitations and Exclusions

1. Avonda Air Systems, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not limited to: obsolescence, delays in transportation, fire, theft, explosions, vandalism, work stoppage, floods, or acts of God.
2. Avonda Air Systems, Inc. shall not be liable for repair or replacement of parts as a result of incidental or consequential damages resulting from misuse.
3. Avonda shall not be responsible for any consequential damages in the event of a failure to properly perform work under the terms of this Agreement. Any damages recoverable by Owner in litigation against Avonda for work performed under or related to this Agreement shall be limited to the amounts paid to or charged by Avonda for the defective work.
4. Avonda Air Systems, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
5. Chemical treatment of system(s) is not included in this contract. Glycol is extra.
6. Avonda's maintenance scheduled may be altered where necessary. Months listed on last page, indicate when a work order is generated. All maintenance work schedules are subject to change due to weather or high volume of service calls. Avonda shall make good faith attempts to comply with the maintenance schedule.

Preventative Maintenance Agreement Summary

Submitted By: Avonda Air Systems, Inc.
1 Green Tree Drive
South Burlington, VT 05403

For: Georgia Town Library
1697 Ethan Allen Highway
Georgia, Vt 05468

Bill To Georgia Town
Attention: Todd Cadieux
47 Town Common Road
Georgia, Vt 05468

Agreement Term: January 01, 2024 through December 31, 2024

(2) Diagnostic Equipment Inspections per year with filter changes; May and November.
Includes annual belts replacement during spring inspection when required.

*This is a Preventive Maintenance Agreement only for equipment listed on the first page of this contract. **Chemical coil cleanings are excluded.** Belts and filters (MERV 8) to be replaced as detailed above.*

Complete inspections as per proposed diagnostic services, during Fall and Spring visits. Work not covered by this agreement will be billed as follows: During regular working hours (Monday through Friday, 7:00 AM to 3:30 PM), at our current labor rate at time of service, with a \$25.00 trip charge. Overtime work will be billed at time and a half to include weekends. Holidays are billed at double time."

The above service will be furnished at an annual price of \$1,300.00: Billed \$650.00 - Twice Per Year.
This quote includes the cost of filters and belts as required.

ACCEPTANCE

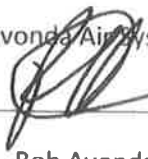
For: Georgia Town

Name: Todd Cadieux

Title: _____

Date: _____

For: Avonda Air Systems, Inc.



Name: Bob Avonda

Title: President

Date: 11/07/2023



1 Green Tree Drive
So. Burlington, VT 05403
802-865-9900

Preventative Maintenance Proposal

Submitted to: Town of Georgia
Attention: Todd Cadieux
47 Town Common Rd North
St. Albans, VT 05478

Regarding inspection and preventative maintenance at:

Location: Georgia Town Garage
83 Plains Road
Georgia, VT 05478

Agreement Term: October 01, 2023 through September 30, 2024

Proposal Date: 9/12/2023

Based Upon:

- 1 Boiler
- 1 Cabinet Unit Heater
- 2 Circulator Pumps
- 4 Exhaust Fans
- 1 Water Heater
- 1 Furnace
- 1 Condensing Unit
- 6 Macurco Gas Sensors

Preventative Maintenance Agreement

Avonda Air Systems, Inc. Duties:

1. Provide a planned Preventive Maintenance program tailored specifically to Georgia Town Garage's Heating, and Air Conditioning Equipment. This program is outlined in the Preventative Maintenance Summary portion of this agreement.
2. All labor shall be performed with qualified, trained personnel directly employed / supervised by Avonda Air Systems, Inc.
3. Avonda shall take all reasonable precautions to avoid personal injury or property damage while performing work in connection with this agreement. The work shall be performed in a manner consistent with governing safety standards.
4. Avonda shall inspect and service all equipment listed on the front page of this proposal during normal business hours, Monday through Friday, 7:00 AM to 3:30 PM, in accordance with the Maintenance Schedule (subject to the conditions stated below).
5. Furnish a completed copy of the Service Technician's Diagnostic Inspection Report if requested by the Owner.
6. Where requested, Avonda shall instruct Owner's personnel in the proper operation of HVAC equipment to provide for the greatest operational efficiency.
7. Abide by all Environmental Regulations as dictated by the Clean Air Act of 1990, Section 608, which prohibits the intentional venting of Class I (CFC), Class II (HCFC) refrigerants.

Town of Georgia/Georgia Town Garage agrees to:

1. Operate the equipment listed on the front page of this proposal as recommended by Avonda Air Systems, and the manufacturer of the equipment. Misuse of the equipment can lead to failure to improper operation.
2. Allow our personnel to use building maintenance equipment not typically brought to maintenance visits by Avonda personnel, like ladders, dumpsters, lights, & trash cans. Filters & other refuse from the maintenance work shall be disposed of on site. Owner shall make a dumpster or other trash receptacle reasonably available or owner may be charged a disposal fee.
3. Owner shall provide free, safe and convenient access to the equipment. If lifts or other equipment is necessary to obtain access, Avonda may bill extra charges for the work and equipment unless otherwise specified in this Agreement.

Payment and Other Terms

1. Owner agrees to pay all amounts due under this agreement within 30 days of billing. In the event that prompt payment is not made, Avonda shall be entitled to interest at a rate of 1.5% per month (an annual percentage rate of 18%), on all overdue accounts. Where owner has not made prompt payment under the terms of this agreement, Avonda Air Systems may in its sole discretion terminate this agreement.
2. If Avonda shall be entitled to all costs of collection on overdue charges, including court costs, interest and reasonable attorneys' fees. Any claims or lawsuits under this Agreement shall exclusively be filed in Chittenden County, Vermont.
3. Only the materials and labor specified under this Agreement shall be provided. All other materials and labor will be billed as an additional charge.
4. Owner agrees to pay any applicable taxes or governmental charges on goods or services provided by Avonda in connection with this Agreement.
5. It is understood that this proposal sets forth the entire Agreement between Avonda and the Owner. The Agreement sets forth all work to be performed for the charges identified herein.
6. The Preventative Maintenance schedule and agreement will renew automatically at the end of the current period (3% annual increase) unless terminated in accordance with this agreement by either You or Company.

Limitations and Exclusions

1. Avonda Air Systems, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not limited to: obsolescence, delays in transportation, fire, theft, explosions, vandalism, work stoppage, floods, or acts of God.
2. Avonda Air Systems, Inc. shall not be liable for repair or replacement of parts as a result of incidental or consequential damages resulting from misuse.
3. Avonda shall not be responsible for any consequential damages in the event of a failure to properly perform work under the terms of this Agreement. Any damages recoverable by Owner in litigation against Avonda for work performed under or related to this Agreement shall be limited to the amounts paid to or charged by Avonda for the defective work.
4. Avonda Air Systems, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
5. Chemical treatment of system(s) is not included in this contract. Glycol is extra.
6. Avonda's maintenance scheduled may be altered where necessary. Months listed on last page, indicate when a work order is generated. All maintenance work schedules are subject to change due to weather or high volume of service calls. Avonda shall make good faith attempts to comply with the maintenance schedule.

Preventative Maintenance Agreement Summary

Submitted By: Avonda Air Systems, Inc.
1 Green Tree Drive
South Burlington, VT 05403

For: Georgia Town Garage
83 Plains Road
Georgia, VT 05478

Bill To Town of Georgia
Attention: Todd Cadieux
47 Town Common Rd North
St. Albans, VT 05478

Agreement Term: October 01, 2023 through September 30, 2024

(2) Diagnostic equipment inspections per year with filter changes; November 2023 and May 2024.
Includes annual belts replacement during spring inspection when required.

*This is a Preventive Maintenance Agreement only for equipment listed on the first page of this contract.
Chemical coil cleanings are excluded . Belts and filters (MERV 8) to be replaced as detailed above.*

Complete inspections as per proposed diagnostic services, during Fall and Spring visits. Work not covered by this agreement will be billed as follows: During regular working hours (Monday through Friday, 7:00 AM to 3:30 PM), at our current labor rate at time of service, with a \$25.00 trip charge. Overtime work will be billed at time and a half to include weekends. Holidays are billed at double time.

The above service will be furnished at an annual price of \$4,017.00: Billed \$2,008.50 - Twice Per Year. This quote includes the cost of filters and belts.

ACCEPTANCE

For: Town of Georgia

Name: Todd Cadieux

Title: _____

Date: _____

For: Avonda Air Systems, Inc.

—  _____

Name: Bob Avonda

Title: President

Date: 09/12/2023

HVAC Maintenance Agreement

Customer: Town of Georgia

Proposal Date 10/23/2023

Services will be provided to the following location.

Georgia Town Highway Department New and Old Buildings at 65 Plains RD

802 Mechanical will provide the services outlined in the Maintenance Program description on the equipment listed on the attached equipment schedule. 802 Mechanical will preform the inspections as follow:

Two (2) Major Inspections twice a year (spring and fall)

Agreement coverage is for one visit in the spring being in April and a second visit in the fall being in September. The Agreement price is \$2,700 payable in two instalments of \$800 (spring) and \$1900 (fall)

Note: MERV 8 pleated filters, belts, and condenser coil cleaner are included in this proposal. Hepa/ Final filters are any equipment is excluded. Lift to access equipment is also excluded from this proposal and will be the responsibility of the town to supply if needed.

This proposal is proprietary property of 802 Mechanical LLC and is provided for the customers use only. 802 Mechanical LLC guarantees the prices stated in this agreement for thirty (30) days from proposal date above. This proposal will become an agreement after acceptance by the customer as well as 802 Mechanical LLC with their signatures below.



Curtis Boudreau
Owner



Authorized Customer Rep
Customer

Date: 10/23/23

Date:

HVAC Maintenance Agreement

Customer: Town of Georgia

Proposal Date 10/23/2023

Services will be provided to the following location.

Georgia Town Office at 47 Town Common RD

802 Mechanical will provide the services outlined in the Maintenance Program description on the equipment listed on the attached equipment schedule. 802 Mechanical will preform the inspections as follow:

Two (2) Major Inspections twice a year (spring and fall)

Agreement coverage is for one visit in the spring being in April and a second visit in the fall being in September. The Agreement price is \$800 payable in two instalments of \$400 (spring) and \$400 (fall)

Note: MERV 8 pleated filters, belts, and condenser coil cleaner are included in this proposal. Hepa/ Final filters are any equipment is excluded. Lift to access equipment is also excluded from this proposal and will be the responsibility of the town to supply if needed.

This proposal is proprietary property of 802 Mechanical LLC and is provided for the customers use only. 802 Mechanical LLC guarantees the prices stated in this agreement for thirty (30) days from proposal date above. This proposal will become an agreement after acceptance by the customer as well as 802 Mechanical LLC with their signatures below.

X 

Curtis Boudreau
Owner

X

Authorized Customer Rep
Customer

Date: 10/23/23

Date:

HVAC Maintenance Agreement

Customer: Town of Georgia

Proposal Date 10/23/2023

Services will be provided to the following location.

Georgia Fire and Rescue building located at 4134 Ethan Allen Hwy

802 Mechanical will provide the services outlined in the Maintenance Program description on the equipment listed on the attached equipment schedule. 802 Mechanical will preform the inspections as follow:

Two (2) Major Inspections twice a year (spring and fall)

Agreement coverage is for one visit in the spring being in April and a second visit in the fall being in September. The Agreement price is \$2,100 payable in two instalments of \$1,000 (spring) and \$1,100 (fall)

Note: MERV 8 pleated filters, belts, and condenser coil cleaner are included in this proposal. Hepa/ Final filters are any equipment is excluded. Lift to access equipment is also excluded from this proposal and will be the responsibility of the town to supply if needed.

This proposal is proprietary property of 802 Mechanical LLC and is provided for the customers use only. 802 Mechanical LLC guarantees the prices stated in this agreement for thirty (30) days from proposal date above. This proposal will become an agreement after acceptance by the customer as well as 802 Mechanical LLC with their signatures below.



Curtis Boudreau
Owner



Authorized Customer Rep
Customer

Date: 10/23/23

Date:

HVAC Maintenance Agreement

Customer: Town of Georgia

Proposal Date 10/23/2023

Services will be provided to the following location.

Georgia Town Library at 1697 Ethan Allen Hwy

802 Mechanical will provide the services outlined in the Maintenance Program description on the equipment listed on the attached equipment schedule. 802 Mechanical will preform the inspections as follow:

Two (2) Major Inspections twice a year (spring and fall)

Agreement coverage is for one visit in the spring being in April and a second visit in the fall being in September. The Agreement price is \$1,600 payable in two instalments of \$700 (spring) and \$900 (fall)

Note: MERV 8 pleated filters, belts, and condenser coil cleaner are included in this proposal. Hepa/ Final filters are any equipment is excluded. Lift to access equipment is also excluded from this proposal and will be the responsibility of the town to supply if needed.

This proposal is proprietary property of 802 Mechanical LLC and is provided for the customers use only. 802 Mechanical LLC guarantees the prices stated in this agreement for thirty (30) days from proposal date above. This proposal will become an agreement after acceptance by the customer as well as 802 Mechanical LLC with their signatures below.

X 

Curtis Boudreau
Owner

X

Authorized Customer Rep
Customer

Date: 10/23/23

Date:

HVAC Maintenance Agreement

Customer: Town of Georgia

Proposal Date 10/23/2023

Services will be provided to the following locations.

Georgia Town Library at 1697 Ethan Allen Hwy

Georgia Fire and Rescue building at 4134 Ethan Allen Hwy

Georgia Town Office at 47 Town Common Rd

Georgia Town Highway Garage (old and new) at 65 Plains Rd

802 Mechanical will provide the services outlined in the Maintenance Program description on the equipment listed on the attached equipment schedule. 802 Mechanical will preform the inspections as follow:

Two (2) Major Inspections twice a year (spring and fall)

Agreement coverage is for one visit in the spring being in April and a second visit in the fall being in September. The Agreement price is \$6,400 payable in two instalments of \$2,500 (spring) and \$3,900 (fall)

Note: MERV 8 pleated filters, belts, and condenser coil cleaner are included in this proposal. Hepa/ Final filters are any equipment is excluded. Lift to access equipment is also excluded from this proposal and will be the responsibility of the town to supply if needed.

This proposal is proprietary property of 802 Mechanical LLC and is provided for the customers use only. 802 Mechanical LLC guarantees the prices stated in this agreement for thirty (30) days from proposal date above. This proposal will become an agreement after acceptance by the customer as well as 802 Mechanical LLC with their signatures below.

802 Mechanical LLC

Section 8. Item #E.

X  X

Curtis Boudreau
Owner

Authorized Customer Rep
Customer

Date: 10/23/23

Date:

HVAC Maintenance Program

802 Mechanical will perform the following services on customer equipment outlined in the service agreement.

Major inspections: Equipment will thoroughly evaluated and the following will be recorded,

- voltage
- coil condition
- temp drop / rise across coils and exchangers
- filter washed or changed
- belts changed (fall only)
- bearings greased

The following will also be inspected, condition of blower wheels, sheaves and pulleys, condition of contactors, water leaks, drain operation, motor operation.

Minor inspections: Equipment will be visually inspected and filters will be changed or washed as needed. The following will be checked on these inspections.

- Coil condition
- Bearings condition
- Belt condition
- Electrical components condition
- Leaks or backed up drains

Any issues found during the maintenance will be presented to the customer in the reports they receive after completion of the maintenance.

Location	Equipment	Spring	Summer	Fall	Winter
Fire Station	AHU-1	X		X	
Fire Station	AHU-2	X		X	
Fire Station	CU-1	X			
Fire Station	CU-2	X			
Fire Station	EF-1	X		X	
Fire Station	EF-2	X		X	
Fire Station	P-1	X		X	
Fire Station	P-2	X		X	
Fire Station	UH-1			X	
Fire Station	UH-2			X	
Fire Station	WH-1	X		X	
Town Office	AHU-1	X		X	
Town Office	CU-1	X			
Old Town Garage	UH-1			X	
Old Town Garage	UH-2			X	
Old Town Garage	UH-3			X	
Old Town Garage	UH-4			X	
New Town Garage	AHU-1	X		X	
New Town Garage	B-1			X	
New Town Garage	CU-1	X			
New Town Garage	CUH-1			X	
New Town Garage	EF-1	X		X	
New Town Garage	EF-2	X		X	
New Town Garage	EF-3	X		X	
New Town Garage	EF-4	X		X	
New Town Garage	EF-5	X		X	
New Town Garage	P-1			X	
New Town Garage	P-2			X	
New Town Garage	P-3			X	
New Town Garage	P-4			X	
New Town Garage	P-5			X	
New Town Garage	WH-1	X		X	
Library	B-1			X	
Library	DS-1	X		X	
Library	DS-2	X		X	
Library	DS-3	X		X	
Library	P-1			X	
Library	P-2			X	
Library	P-3			X	
Library	P-4			X	
Library	WH-1	X		X	

Legal Trail #4 replacement stone

Todd has rough estimates at what it will cost to put stone and dirt on the existing trail #4.

\$26,000.00 for the stone (this if for approximately 2,050 tons of stone)

\$ 9,000.00 for the dirt

\$35,000.00 is the rough estimate currently.



GEORGIA VERMONT

PERMIT FEE SCHEDULE

Approved by the Georgia Selectboard on December 11, 2023

Recording Fee for all Zoning Permits.....\$15 / page – Max of \$60
 (Includes Cert. of Occupancy, Cert of Compliance, RBES, DRB Decisions & is in addition to the permit fee)
Recording for Mylars..... \$25.00

New Construction

(Includes rebuilding, replacement, relocation of structures on a lot.)

Residential - Includes Occupancy Permit Fee	\$750	Current - \$500
Impact Fee (required for each new dwelling unit)	\$4,500	
Multi-Family - Includes Occupancy Permit Fee	\$500 / Unit	Current - \$250
Impact Fee (required for each new dwelling unit)	\$4,500 per unit	
Commercial & Industrial	\$500 + .25ft ²	
Accessory Dwelling Unit (ADU) / Accessory Apartment	\$300 / Unit	Current - \$150
Impact Fee (required for each new accessory apartment)	\$1,100	
Renewal or amendment of zoning permits	50% of the original fee	
Zoning Permits after the fact	Twice the original permit fee	
Review Residential Building Energy Standards (RBES) & VTrans	\$15.00	

Accessory Permits:

(Includes residential garages, carports, residential greenhouses, sheds, storage buildings and similar structures)

100 Square feet or less	No Permit Required ¹	
More than 100 square feet	\$100	Current - \$150 over 200ft
Pools, decks, porches, fences, etc.	\$100	
Fences less than five (5) feet in height	No Permit Required ²	
Home Occupations / Industry Permits	\$100	
Sign	\$100	
Certificate of Occupancy (Required after completion of all permits)	\$50	Current - \$75 for all
Certificate of Occupancy (Residential, Commercial and Developments)	\$150	
Certificate of Occupancy (More than one year after completion)	Twice the original	
Certificate of Compliance	\$50 (doubled if required < 2 business days)	

Additions/Alterations:

Residential	\$100
Commercial/Industrial	\$250 + .25/ft ²
Seasonal Conversion	\$250
Impact Fee required for seasonal conversions	\$1,165
Agricultural Structures	No Permit Required ³

Road Permits:

Driveway/Access Permit	\$150
Road Inspections	\$50/hr min 1 hour + Engineer Hourly

Current cost for a DRB meeting

Development Review Board (Price includes abutter letters and public notices) Approx. \$300 with public notice

Variance & Waivers	\$400	Current - \$250
Appeals	\$400	Current - \$200
Conditional Use Residential	\$400	Current - \$300
Conditional Use Commercial/Industrial	\$500	Current - \$400
Concept Plan / Sketch Plan Minor (2-3 lots) (Price includes first lot/unit)	\$350 + \$50/lot or unit	Current - \$200
Sketch Plan Major (4 or more) (Price includes first lot/unit)	\$450 + \$50/lot or unit	Current - \$300
Final Plat Hearing Minor (2-3 lots)	\$600 + \$50/lot or unit	Current - \$550
Preliminary and Final Major (one charge inc. both)	\$900 + \$50/lot or unit	Current - \$850
Site Plan Review	\$500	Current - \$450
Boundary Line Adjustment (BLA) / Lot Line Adjustment	\$300	Current - \$200
Amendment or Renewal of above plans	50% of Original Fee paid.	
Review of Mylars (each)	\$25	
Legal Review	\$500 escrow	
DRB Continuance	\$300	Current - \$75

All Building permits, Certificates, DRB Decisions, RBES, HUD, VTrans, and VT Wastewater documents require recording fees in addition to permit fees. Certificate of Occupancy required to close out any building permit per 24 V.S.A. § 4449
 Certificate of Occupancy and Impact Fees are paid for at the time of permit being issued.

¹ Unless located in a Flood Hazard Zone District. See Town of Georgia Development Regulation (05.02.22)

² Unless located in a Flood Hazard Zone District. See Town of Georgia Development Regulation (05.02.22) Fences do not require setbacks, except that no fence shall be constructed in a Town or State highway right-of-way without the property-owner first obtaining a right-of-way permit from the Georgia Selectboard (see 19 V.S.A. Section 1111) or Vermont Agency of Transportation, respectively.

³ (barns, sheds, silos, sugarhouses, and similar structures directly utilized in the operation of a farm "Farm" is defined by VT Agency of Agriculture, Food & Markets (VAAF) See definitions at agriculture.vermont.gov. Prior to construction of farm structures, the farmer must notify the Zoning Administrator and the Town Clerk of the town in which the farm structure is proposed, in writing, of the proposed structure activity. The notification must contain a sketch of the proposed structure including the setback distances from adjoining property lines, road rights-of-way, and adjacent surface water. Note: You are not required to notify VAAF of construction of a farm structure if it is approved by the town. However, if your farm structure cannot conform to the town or state setbacks, you can apply to VAAF for approval alternative reasonable setbacks for that structure. Fill out the Farm Structure Variance Form to apply for a variance.

Independent Engineering Consultation/Reviews/Inspection Services are paid by the applicant if required by the Planning Commission, Development Review Board, or Selectboard as part of the permit approval or acceptance of utilities, facilities, improvements.

Williston has a 2016 International 6-wheeler with 35,000 miles they are selling for between \$60,000 and \$65,000. This truck will be available for new ownership as of January 2024.

They also have a 2017 Freightliner with roughly 35,000 miles and can be purchased for \$85,000. This will not be available until later next year.

To purchase a new truck right now it would cost roughly \$200,000 and would take 2 years to get.

Todd figures we can purchase one of Williston's trucks this year with the extra money in his budget. We will also be trading in or selling the 2014 International that we have, and this will also offset the cost of the purchase.

Georgia Town Administrator

From: Georgia Road Foreman
Sent: Thursday, December 7, 2023 9:53 AM
To: Georgia Town Administrator
Subject: Fwd: New Laptop and Printer Budget Information

Get Outlook for iOS

From: Matthew Bouchard <matthew@bouchardservices.com>
Sent: Tuesday, August 15, 2023 8:37 PM
To: Georgia Road Foreman <roadforeman@townofgeorgia.com>
Subject: New Laptop and Printer Budget Information

Good Evening Todd,

As discussed, the following would be my recommendation and estimated budgeting for replacement of your existing laptop (9 Years old in October 2023). I would say your laptop is already 3-4 years past its useful life and is absolutely in need of replacement. I have used this setup in other municipal offices and they find it very conducive to moving between office and remote work as needed. This setup is designed to allow you a “desktop” like workstation when in the office through the use of a dock and monitors, but also allow you to easily take your laptop to work remotely. A single cord connection is all that is need to connect/disconnect from the office. Typically, the users are coming from a desktop situation and already have existing monitors that we re-use, so in your case, not having monitors already, that would be an added cost.

I also think you could benefit from a business class multifunction laser printer in your office to replace the existing consumer grade inkjet printer. I have included that at the bottom, separate from the computer budget.

All pricing is an estimate only and a formal quote would be required for exact pricing/hardware availability options at time of purchase.

Estimated Replacement for Workstation

- 1 x Dell Latitude 5540 15.6" Laptop w/ Windows 11 Pro, 13th Gen Intel Core i5 Processor, 16GB RAM, 256GB SSD and 4-Year Next Business Day ProSupport Plus (Includes Accidental Damage) Warranty - \$1650
- 2 x Dell P2422H 24" LCD Monitors w/ 3 Year Advanced Exchange Warranty and Soundbar - \$530
- 1 x Dell WD19S 180W Dock w/ 3-Year Advanced Exchange Warranty - \$300
- 1 x Dell Wired Keyboard/Mouse (for permanent attachment to the office dock when working in the office) - \$40
- 1 x Dell Wireless Mobile Mouse MS2330W (for use when working mobile) - \$30
- 1 x Case Logic 15" Laptop Briefcase (for use when working mobile) - \$45
- 1 x Estimated Labor - \$300

Total Estimated Replacement for Workstation (Hardware/Labor) - \$2895



VERMONT

TA 65

AGENCY OF TRANSPORTATION

Request for Reimbursement

MUNICIPALITY	DISTRICT NO.	EA & Contract NO.	TOWN NO.
Georgia	8	THS80024-305	TH60

CHOOSE ONE BELOW:		% of Work Completed:	Amount Previously Paid Town:
<input checked="" type="checkbox"/> Final Claim	<input type="checkbox"/> Partial Claim	100 %	\$ 0.00

Name and address of claimant: Town of Georgia 47 Town Common Rd No St. Albans VT 05478	Emergency Fund Grant <input type="checkbox"/> Structures Grant <input checked="" type="checkbox"/> Class 2 Roadway Grant <input type="checkbox"/> Other (specify) <input type="checkbox"/>
--	---

<p>I (WE) SWEAR TO THE CORRECTNESS OF THE STATEMENTS MADE IN THIS CLAIM AND THAT:</p> <ol style="list-style-type: none"> THE WORK IS COMPLETE AND HAS BEEN ACCEPTED BY THE MUNICIPALITY. THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE GRANT AGREEMENT WITH THE VERMONT AGENCY OF TRANSPORTATION FOR THIS PROJECT. THE TOWN HAS PAID FOR THE EXPENSES SHOWN HEREON (LABOR, EQUIPMENT, AND MATERIALS). <p>_____ (sign)</p> <p>_____ (sign)</p> <p>_____ (sign)</p> <p>_____ (sign)</p> <p>_____ (sign)</p> <p>TA 65 Rev. 11-2015</p>	<p>Original Award Amount: \$ 200,000.00</p> <p>Amended Award Amount: \$</p> <p>Total state funds awarded: \$ 200,000.00</p> <hr/> <p>PROJECT COSTS:</p> <p>Total project costs to date: \$ 166,331.38</p> <p>Minus previous payments: \$</p> <p>Minus municipality portion: \$ 16,633.13</p> <p>Amount of payment: \$ 149,698.25</p> <p>_____ Authorized District Representative (sign)</p> <p>Approved Date _____</p>
---	---



VERMONT

TA 66

AGENCY OF TRANSPORTATION

REPORT OF EXPENDITURE FOR MONEY USED ON HIGHWAY WORK

Instructions: This form is to be used for the Town Highway, Bridge and culvert Grant work. Return this account to your District Transportation Administrator. Attach invoices, receipts and proof of payments.

Municipality : GEORGIA	Highway Class: Class 3
Highway Number: TH60	Bridge/Culvert Number:
Grant Number: BC2263	Est. Project Costs: \$ 200,000.00

DISTRICT CONTACT (name): JOHN WILKINS

Phone: (802) 524-7001 E-Mail: **JOHN.WILKIN@VERMONT.GOV**

Force Account Work:

Total Force Account Labor:	\$ <u>19,065.86</u>
Total Force Account Equipment:	\$ <u>42,732.52</u>
Total Force Account Work:	\$ <u>61,798.38</u>

Contracted Work:

Contractor Name:

1. <u>EAST ENGINEERING</u>	Total: \$ <u>7,000.00</u>
2. <u>JIMMY P'S</u>	Total: \$ <u>27,680.00</u>
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Contracted Work: \$ <u>34,680.00</u>	

Materials:

Vendor Name:

1. <u>SEE ATTACHED LIST</u>	Total: \$ <u>69,853.00</u>
2. _____	Total: \$ _____
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Material Cost: \$ <u>69,853.00</u>	

Totals:

Total Force Account:	\$ <u>61,798.38</u>
Total Contracted:	\$ <u>34,680.00</u>
Total Material:	\$ <u>69,853.00</u>
Project Total:	\$ <u>166,331.38</u>

<p>I CERTIFY THAT THIS IS A CORRECT ACCOUNT OF THE EXPENSE OF THE WORK DESCRIBED.</p> <p>Date..... Name.....</p> <p>Title.....</p>	<p>REVIEWED:</p> <p>District Office:</p> <p>Date:</p>
--	--



TA 65

Request for Reimbursement

MUNICIPALITY	DISTRICT NO.	EA & Contract NO.	TOWN NO.
Georgia	8	THS80024-305	TH60

CHOOSE ONE BELOW:		% of Work Completed:	Amount Previously Paid Town:
<input checked="" type="checkbox"/> Final Claim	<input type="checkbox"/> Partial Claim	100 %	\$ 0.00

Name and address of claimant:
 Town of Georgia
 47 Town Common Rd No
 St. Albans VT 05478

- Emergency Fund Grant
- Structures Grant
- Class 2 Roadway Grant
- Other (specify)

I (WE) SWEAR TO THE CORRECTNESS OF THE STATEMENTS MADE IN THIS CLAIM AND THAT:

1. THE WORK IS COMPLETE AND HAS BEEN ACCEPTED BY THE MUNICIPALITY.
2. THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE GRANT AGREEMENT WITH THE VERMONT AGENCY OF TRANSPORTATION FOR THIS PROJECT.
3. THE TOWN HAS PAID FOR THE EXPENSES SHOWN HEREON (LABOR, EQUIPMENT, AND MATERIALS).

(sign)

(sign)

(sign)

(sign)

(sign)

TA 65 Rev. 11-2015

Original Award Amount: \$ 200,000.00

Amended Award Amount: \$

Total state funds awarded: \$ 200,000.00

PROJECT COSTS:

Total project costs to date: \$ 166,331.38

Minus previous payments: \$

Minus municipality portion: \$ 16,633.13

Amount of payment: \$ 149,698.25

Authorized District Representative (sign)

Approved Date _____



VERMONT

TA 66

AGENCY OF TRANSPORTATION

REPORT OF EXPENDITURE FOR MONEY USED ON HIGHWAY WORK

Instructions: This form is to be used for the Town Highway, Bridge and culvert Grant work. Return this account to your District Transportation Administrator. Attach invoices, receipts and proof of payments.

Municipality : GEORGIA	Highway Class: Class 3
Highway Number: TH60	Bridge/Culvert Number:
Grant Number: BC2263	Est. Project Costs: \$ 200,000.00

DISTRICT CONTACT (name): **JOHN WILKINS**

Phone: **(802) 524-7001** E-Mail: **JOHN.WILKIN@VERMONT.GOV**

Force Account Work:

Total Force Account Labor:	\$ <u>19,065.86</u>
Total Force Account Equipment:	\$ <u>42,732.52</u>
Total Force Account Work:	\$ <u>61,798.38</u>

Contracted Work:

Contractor Name:	
1. <u>EAST ENGINEERING</u>	Total: \$ <u>7,000.00</u>
2. <u>JIMMY P'S</u>	Total: \$ <u>27,680.00</u>
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Contracted Work: \$ <u>34,680.00</u>	

Materials:

Vendor Name:	
1. <u>SEE ATTACHED LIST</u>	Total: \$ <u>69,853.00</u>
2. _____	Total: \$ _____
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Material Cost: \$ <u>69,853.00</u>	

Totals:

Total Force Account:	\$ <u>61,798.38</u>
Total Contracted:	\$ <u>34,680.00</u>
Total Material:	\$ <u>69,853.00</u>
Project Total:	\$ <u>166,331.38</u>

I CERTIFY THAT THIS IS A CORRECT ACCOUNT OF THE EXPENSE OF THE WORK DESCRIBED.
 Date..... Name.....
 Title.....

REVIEWED:
 District Office:
 Date:

Town of Georgia-Industrial park Structures Grant						
Product	Vendor	# Hours	Unit Cost	Total Cost		
Town Owned Equipment						
One Ton		93.92	\$56.59	\$5,314.93		
3/4 Ton		26.45	\$51.27	\$1,356.09		
13 Single Axle Truck		40.15	\$115.68	\$4,644.55		
20 Single Axel Truck		47.24	\$115.68	\$5,464.72		
20 Tandem Truck		92.17	\$129.12	\$11,900.99		\$42,732.52
17 Tandem Truck		95.4	\$129.12	\$12,318.05		\$19,065.86
Loader		19.15	\$55.97	\$1,071.83		\$104,533
24k Trailer		21.94	\$6.17	\$135.37	Total	\$166,331.38
7k Trailer		85.25	\$6.17	\$525.99		
Backhoe		0	\$39.33	\$0.00		
				\$42,732.52		
Town Employees						
Employee 1		143.7	\$51.47	\$7,396.24		
Employee 2		92.42	\$35.51	\$3,281.83		
Employee 3		93.66	\$43.52	\$4,076.08		
Employee 4		111.5	\$38.67	\$4,311.71		
				\$19,065.86		
Other Expenses						
Engineering	East Engineering			\$7,000		
Excavating	Jimmy P's			\$27,680		
Traffic Barriers	Camp Precast			\$6,975		
Traffic lights/hay shredder	Johnson Rental			\$3,572		
rollers/pumps/misc supplies	Got That Rental			\$6,658.44		
message board/misc supplies	Milton Rental			\$1,001		
Supplies	J&L Hardware			\$1,322.77		
Culverts	Lane Enterprises			\$33,321.92		
Gravel	Harrison Concrete			\$1,475.01		
Mulch hay	Roger Parent			\$70		
Calcium chloride	Oliver Seed Co			\$101.96		
Gravel	McCullough Crushing			\$7,355		
Paving	Premier Paving			\$8,000		
				\$104,533		



SERVICES AGREEMENT

Section 8. Item #M.

SWCA, Incorporated
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tax I.D. Number 860483317

This Services Agreement ("Agreement") is entered into effective as of the 8 day of November, 2023 by and between SWCA, Incorporated, an Arizona corporation doing business as SWCA Environmental Consultants ("SWCA"), and the client identified below ("Client") (or each entity individually "Party" and collectively "Parties"). SWCA and Client agree as follows:

BASIC TERMS

Client Information

Client (complete legal name): Watershed Consulting Associates LLC

Client's State of Incorporation/Organization: Vermont

Street Address: 208 Flynn Avenue Suite 2H

City: Burlington

State: Vermont

Zip Code: 05401

Main Client Contact Name: Andres Torizzo

Email: andres@watershedca.com

Phone:

Fax:

Send Invoices to Main Address / Billing Contact:

Send Invoices via Email:

Send Invoices to Alternate Billing Address (below)

Billing Contact:

Street Address:

City:

State:

Zip Code:

Phone:

Email:

Basic Project Information

Project Title: Falls Trail

Project Number: 85531

Project County: Franklin

Project Manager: Donta

Project City: Georgia

Project State: Vermont

Scope of Services

The services to be provided by SWCA hereunder (the "Services") are described as follows or in a document attached to this Agreement and referred to as the "Statement of Work" or "SOW" (which may be labeled as Exhibit A). As used herein, the term "Agreement" refers to this Agreement and any related SOWs, together with the attached Services Agreement General Terms, each incorporated herein by this reference.

Work Schedule

Estimated Start Date: The estimated date by which SWCA is expected to begin performing the Services ("Estimated Start Date") is as follows (check applicable box): as described in SOW or , 20 .

Estimated Completion Date: The estimated date by which SWCA is expected to complete the Services ("Estimated Completion Date") is as follows (check applicable box): as described in SOW or , 20 .

SWCA's Fees

The fees payable for the Services shall be as follows (check applicable box):

\$2250 "Fixed Fee" basis for the Services described in the Statement of Work.

\$ "Time and Materials, Not-To-Exceed", at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

\$ "Time and Materials" (estimated contract value; no ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

- \$ N/A "Time and Materials On-Call" at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit, not to exceed \$ total contract value "Unit Fee Max" (eg: per day; with contract ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit "Unit Fee On-Call" (eg: per day; estimated contract value; no ceiling).

Sales Tax (check applicable box)

- Sales Taxes are NOT included in the contract value specified above, if any (i.e., Sales Taxes will be billed to Client in addition to the specified contract value).
- Sales Taxes are included in the contract value specified above, if any.
- Sales Taxes not applicable.

Invoicing and Payment

Deposit: Client agrees to provide SWCA with a deposit of \$0.00 promptly upon Client's execution of this Agreement as an advance deposit towards payment of fees and any reimbursable expenses payable under this Agreement. If Client does not provide such deposit, SWCA may delay beginning work until such deposit is received or may terminate this Agreement by written notice to Client. The deposit may be applied to amounts currently due to SWCA and unpaid or SWCA may hold the deposit and apply it to the final invoice(s).

Reimbursement of Expenses: Client shall reimburse SWCA for expenses as described in the SOW and in SWCA's Rate Schedule which may be labeled as Exhibit B as referenced above.

Payment Terms: SWCA shall invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

Manner of Payment: Unless a different manner of payment is requested by SWCA, payments are to be remitted as follows:

- *Preferred Payment Method:* ACH/EFT: Routing number – 071922777; Account number – 7811583501; Account Type – Business Checking; Bank Name – First American Bank; Location: - Carol Stream, Illinois. Submit remittance advice to payment@swca.com.
- *Alternate Payment Method:* Via check mailed to: P.O. Box 7217, Carol Stream, IL 60197-7217.

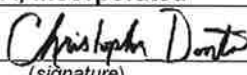
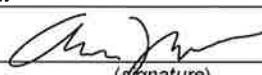
Acceptance

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may rescind this Agreement by written notice to Client. This Agreement may be signed in counterparts and may be signed or delivered electronically.

Special Terms

In addition to the Basic Terms set forth above, and General Terms set forth below, the Parties agree to the terms set forth in the following Special Terms (none if blank). In case of a conflict, the Special Terms shall take precedence.

n/a

SWCA, Incorporated	Client: Watershed Consulting
By:  <small>(signature)</small>	By:  <small>(signature)</small>
Name: Christopher Donta	Name: Andres Torizzo
Title: Senior Cultural Reosurces Team Lead	Title: Principal
Date: 11/7/2023	Date: 11-11-23

SERVICES AGREEMENT GENERAL TERMS

The following General Terms apply to that certain Services Agreement between SWCA, Incorporated ("SWCA") and the client identified in said Services Agreement ("Client"). References to the "Basic Terms" mean the terms set forth above the signature line in such Services Agreement. References to the "General Terms" mean the terms set forth below. References to this "Agreement" mean the Basic Terms together with the General Terms, including any "Special Terms" above the signature line, together with any SOW executed by the Parties in connection with the Basic Terms. To the extent an SOW contains terms that are in addition to or different than these General Terms, the terms of the SOW shall govern.

1. Services

- 1.1 Scope of Services. Pursuant to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement ("Services") as set forth in the Basic Terms and in any applicable SOW. Any reports and similar materials that SWCA is required to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. References in this Agreement to the "Project" mean the project to which the Services relate.
- 1.2 Subcontractors/Subconsultants. Use of subcontractors or other subconsultants by SWCA to perform the Services are subject to Client's written approval. SWCA's obligations under this Agreement with respect to performance of the Services shall apply to any portions of the Services subcontracted by SWCA.

2. Work Schedule

- 2.1 Start of Work. Unless otherwise directed by Client, SWCA may start work before the Estimated Start Date where necessary or helpful for the prompt completion of the Services but an early start shall not change any Estimated Completion Date unless otherwise mutually agreed in writing.
- 2.2 Completion of Work. It is acknowledged that the Estimated Completion Date is an estimate and that SWCA shall not be responsible for delays caused by circumstances beyond SWCA's reasonable control. Client agrees to provide reasonable cooperation as necessary to enable the completion of Services.
- 2.3 Work Delays. It is acknowledged that this Agreement constitutes a commitment by SWCA to perform the Services and a commitment by Client to pay SWCA for the Services according to this Agreement, subject to the terms of this Agreement including terms allowing termination of this Agreement. Consequently, if Client directs SWCA not to start work or to suspend work or otherwise gives directions that restrict SWCA's performance of the Services, SWCA's following of such directions shall not limit SWCA's rights under this Agreement. Any Estimated Completion Date shall be extended to the extent of any delays caused by Client (e.g., delays due to requests by Client not to start work or to suspend work or due to Client's breach of this Agreement). In the event of cumulative delays in starting or continuing work of over 180 days that are caused by Client or otherwise due to circumstances beyond SWCA's reasonable control, SWCA may elect to terminate this Agreement by written notice to Client.

3. Changes in Scope of Services

- 3.1 Additional Services. Any services provided by SWCA for Client that are outside the scope of the Services under this Agreement (as defined in Section 1.1) shall constitute "Additional Services" under this Agreement (unless such services are the subject of a separate agreement executed by SWCA and Client in which event such services shall be governed by such other agreement). Additional Services provided by SWCA with Client's written approval shall constitute "Approved Additional Services" and shall be part of the Services under this Agreement.
- 3.2 Payment for Additional Services. SWCA shall be entitled to additional compensation for Approved Additional Services on such terms as are agreed on in writing by SWCA and Client. The following terms shall apply to Approved Additional Services unless otherwise agreed in writing by SWCA and Client: (i) SWCA shall be entitled to additional compensation for Approved Additional Services on an hourly basis at SWCA's then-current hourly rates for the services at issue, (ii) such additional compensation shall not count towards any not-to-exceed amount established as part as of the original pricing and payment terms, and (iii) SWCA shall be entitled to expense reimbursement from Client with respect to the Approved Additional Services on terms consistent with expense reimbursement terms applicable to the Services.
- 3.3 Reduction in Services. If Client desires to reduce the scope of the Services, Client shall provide written notice to SWCA of the proposed changes in the scope of the Services and of any corresponding changes proposed by Client with respect to SWCA's compensation and related terms. If SWCA gives Client written notice that SWCA accepts such proposal, the terms of this Agreement shall be deemed amended in accordance with the accepted proposal.

3.4 Subpoena Related Additional Services. In the event that SWCA is required to spend time in response to a subpoena or similar legal requirement ("Subpoena") arising out of a dispute or legal action or investigation involving Client or the Project, the expenditure of such time shall constitute "Additional Services" hereunder. These terms do not apply to the extent that a dispute or legal action includes claims asserted against SWCA and the Subpoena is in furtherance of those claims. SWCA shall be entitled to reimbursement from Client with respect to expenses incurred in connection with Additional Services involving a Subpoena.

4. Standard of Service, Project Information and Deliverables

- 4.1 Standard of Service. SWCA shall perform the Services in a good and workmanlike manner, in compliance with applicable law, and in accordance with the level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA's obligations with respect to the quality of the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all undisputed amounts due to SWCA with respect to the Services at issue. SWCA shall not be responsible for the quality of any partially completed Services in the event SWCA is prevented from completing the Services due to Client's breach or other circumstances beyond SWCA's reasonable control. EXCEPT AS TO THE WARRANTIES SET FORTH HEREIN, CONTRACTOR AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THE SERVICES AND DELIVERABLES "AS IS, WITH ALL FAULTS," AND MAKE NO REPRESENTATIONS OR WARRANTIES OF KIND, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES DERIVING FROM, RELATED TO, OR ARISING OUT OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2 Project Information. SWCA shall be responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service. SWCA shall not be responsible for the accuracy of materials that were not prepared by SWCA (e.g., government records, materials provided by Client, third-Party maps and reports) except to the extent SWCA agrees in the SOW to be responsible for verifying the accuracy of those materials.
- 4.3 Deliverables. SWCA may withhold Deliverables contingent on payment for work relating to such Deliverables. Client's right to use any Deliverable is conditioned on Client's payment of all amounts due to SWCA.
- 4.4 Confidentiality. SWCA and Client shall use reasonable efforts to maintain the confidentiality of any non-public information relating to the other Party or the Project, including the terms of this Agreement and any SOW.
- 4.5 Data Security. SWCA acknowledges that it has reasonable information and cybersecurity policies and procedures in place that are designed and functioning in a manner to protect client/customer information. SWCA acknowledges and agrees that any client/customer information provided to SWCA by or on behalf of Client will be subject to such policies and procedures.
- 4.6 Non-Interference with Employees. Each party agrees not to hire or solicit, directly or indirectly, any employee or former employee of the other party for a period of the greater of a. one (1) year after the date of this agreement, or b. for a period of one (1) year after the expiration or termination of any future contract the parties may enter into, without the other party's prior written consent provided, however, that the foregoing restriction shall not apply with respect to former employees of such other party who have not been employed by such other party for the six (6) months prior to such hire or solicitation. However, notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

5. Payment-Related Terms

- 5.1 General Payment Terms. General payment terms are set forth in the Basic Terms. Except as expressly agreed by SWCA in writing, payment to SWCA shall in no event be withheld by reason of Client not receiving payment from a third-Party.
- 5.2 Fixed Fee and Not-To-Exceed Terms. Except where a fixed fee or a not-to-exceed amount is mutually agreed in writing, any fee quotes are non-binding estimates. If SWCA agrees to a fixed fee or a not-to-exceed amount based on inaccurate or incomplete information provided by Client or other circumstances that are not SWCA's fault and,

as a result, the assumptions relied upon by SWCA for the originally agreed upon fee limit are materially affected, the Parties shall negotiate in good faith to determine appropriate modifications in pricing and related terms.

- 5.3 **Late Payment.** In the event Client fails to pay any undisputed amounts to SWCA when due, SWCA shall have the right to stop work after giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any undisputed amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment ("Payment Default"), SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives payment for all overdue and undisputed amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable law. In the event SWCA and Client are Parties to more than one agreement under which SWCA is obligated to provide services and Client fails to pay any amounts to SWCA when due under one services agreement, SWCA may treat that as a failure to pay under other services agreements. Undisputed overdue amounts bear interest at the rate of 1.5% per month until paid. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any commissions payable to collection agencies) in connection with efforts to collect overdue amounts payable under this Agreement (including efforts to collect such attorneys' fees, court costs and other expenses).
- 5.4 **Reimbursable Expenses.** SWCA may, with Client's prior written approval, use subcontractors to complete the Services. Client shall reimburse SWCA for costs incurred in connection with the Services as provided in this Agreement. Subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.
- 5.5 **Work Performed in Puerto Rico.** All SWCA labor physically performed in Puerto Rico shall be subject to Puerto Rico's then-current sales and use tax (currently 11.5%). However, if Client submits either 1) a 'Certificate for Exempt Purchases and for Services Subject to the 4% Special-SUT,' or 2) A 'Merchant Registration Certificate,' SWCA will charge a 4% sales and use tax on SWCA labor physically performed in Puerto Rico.

6. Term and Termination

- 6.1 **Term of Agreement.** Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall remain in effect until the Services that are the subject of this Agreement are completed. Upon completion of the Services, this Agreement shall automatically terminate subject to survival of specified terms as described below.
- 6.2 **Termination for Breach.** In the event either Party materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice the Party may terminate this Agreement by giving five (5) business days advance written notice of termination.
- 6.3 **Termination for Convenience.** Either Party may terminate this agreement upon thirty (30) days written notice.
- 6.4 **Payment Upon Termination.** If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: In the event of termination of this Agreement where the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated by SWCA. In the event of termination of this Agreement where the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement and incurred prior to the effective time of termination.
- 6.5 **General Termination Provisions.** The termination rights provided in this Section 6 are in addition and without prejudice to other termination rights provided under this Agreement. In the event of termination of this Agreement, Client shall immediately deliver to SWCA all SWCA property that Client has possession or control of including any Deliverables that are not fully paid for. Upon termination of this Agreement, all provisions of this Agreement that expressly or by their nature continue in effect (e.g., payment terms, confidentiality provisions, liability limitations, indemnification obligations, and general terms) shall survive termination.

7. Remedies

- 7.1 Attorneys Fees. In the event of any litigation or dispute arising out of, or relating to the subject matter of, this Agreement, the non-prevailing Party shall reimburse the prevailing Party for its reasonable attorneys' fees and court costs incurred in connection with such litigation or dispute.
- 7.2 Consequential Damages. Neither Party shall be liable for any consequential, incidental, liquidated, or special (including multiple or punitive) damages of the other Party arising out of or in connection with this Agreement.
- 7.3 Indemnification. Each Party shall indemnify the other Party against any losses (including amounts reasonably paid for attorneys' fees) to the extent incurred as a result of the indemnifying Party's breach of this Agreement or as a result of any negligent acts or omissions attributable to the indemnifying Party. These indemnification rights and obligations do not limit any indemnification rights and obligations provided under applicable laws. However, in no event shall any indemnification rights and obligations impair any liability limitations provided under this Agreement.
- 7.4 Limitations. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client. In addition, to the fullest extent permitted by law, and notwithstanding anything in this Agreement or an SOW to the contrary, SWCA's aggregate liability for any claims arising under or in connection with this Agreement or any related SOW shall not exceed the sum of all fees paid by Client to SWCA under the related SOW in the twelve (12) month period preceding the act or omission giving rise to such claim(s).

8. Insurance

- 8.1 SWCA shall provide, pay for, and maintain in force at all times during the performance of the Services insurance to protect itself from claims arising under Worker's Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional services.
- 8.2 SWCA shall provide, pay for, and maintain in force at all times during the performance of the services hereunder, insurance in compliance with the insurance coverage listed below.
 - A. Workers' Compensation Insurance as may be required by all state and federal worker's compensation acts.
 - B. Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000).
 - C. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - D. Umbrella Excess Liability Insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, combined single limit.
 - E. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) per occurrence coverage for both bodily injury and property damage.
 - F. Professional Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) each claim/annual aggregate.

9. Additional Terms

- 9.1 Entire Agreement. This Agreement, including all applicable Statement(s) of Work, reflects the entire agreement of the Parties with respect to its subject matter. Any other documents and communications preceding or contemporaneous with execution of this Agreement (including any proposals and other preliminary documents) are hereby superseded and shall have no binding effect except to the extent the terms of such documents and communications are expressly designated by SWCA and Client in writing as constituting part of this Agreement. SWCA shall have no obligations under the terms of any other contracts (e.g., contracts between Client and a third-Party who has engaged the services of Client where Client is engaging the services of SWCA as a subcontractor/subconsultant), except to the extent SWCA has been provided a copy of those contract terms and SWCA has expressly agreed in writing to be bound by those terms, in which event only those terms that are applicable to the Services to be performed by SWCA shall apply.
- 9.2 Amendment; Waiver; Severability. No amendment to this Agreement or any waiver may be enforced against a Party unless the amendment or waiver is agreed to in writing by that Party. If a provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable.

- 9.3 Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or otherwise transferred without the written consent of the other Party, which consent shall not be unreasonably withheld. In the event Client does not pay any amounts payable to SWCA when due, SWCA may assign its payment rights and related rights under this Agreement to a collection agency or other third-Party.
- 9.4 Interpretation. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. When used in this Agreement, the term "include" or "including" and similar terms shall be construed to mean "including but not limited to".
- 9.5 Governing Law. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the state or territory in which the project is located, without regard to choice of law rules, or such laws as are otherwise identified as governing by mutual written agreement of the Parties.
- 9.6 Notices. Notices and communications relating to the subject matter of this Agreement may be given and made by any reasonable means not inconsistent with this Agreement, including facsimile or email if reasonable in the circumstances.
- 9.7 Relationship. The relationship between Client and SWCA shall be that of independent contractors and not that of partners, joint venturers or otherwise.
- 9.8 Execution. This Agreement may be executed in counterparts and delivered by any reasonable means including electronically. An executed Agreement delivered electronically shall be deemed an original for all purposes, but the Parties shall provide a duly executed original promptly upon request from the other Party. This Agreement and any related SOWs may be executed electronically, including via DocuSign.

EXHIBIT A – STATEMENT OF WORK

Section 8. Item #M.



2136

Sound Science. Creative Solutions.®

Amherst Office
15 Research Drive
Amherst, Massachusetts 01002
Tel 413.256.0202 Fax 413.256.1092

November 2, 2023

Andres Torizzo, Principal
Watershed Consulting
208 Flynn Avenue Suite 2H Burlington, VT 05401
By email to: andres@watershedca.com

RE: Proposal for Archaeological Resource Assessment – Falls Road Trail Gully Restoration Final Design in Georgia, VT #: P85531

Dear Andres Torizzo:

SWCA Environmental Consultants (SWCA) is pleased to provide you with this scope and cost estimate to provide cultural resources consulting services for the proposed Falls Road Trail Gully Restoration Project in Georgia, Vermont.

To complete the scope, SWCA will assemble a package to submit to the Vermont Division for Historic Preservation (VDHP) that will consist of an Archaeological Resource Assessment (ARA) identifying areas of archaeological sensitivity and/or existing sites, providing details about the project areas cultural context, maps showing the location and parcel limits, and a few representative photographs obtained during the field visit.

If you have any questions or require additional information, please do not hesitate to contact us at our office.

Sincerely,

A handwritten signature in black ink that reads "Christopher Donta". The signature is written in a cursive style.

Christopher Donta, Ph.D.
Senior Cultural Resources Team Lead
Christopher.donta@swca.com
413.992.7593

PROJECT UNDERSTANDING

Watershed Consulting is working with the Chittenden County Regional Planning Commission (CCRPC) and the Town of Georgia, VT to conduct a stormwater restoration project on the Falls Road Trail Gully in Georgia, VT. The proposed project includes the design, development, and implementation of a new stormwater runoff management system, as well as the restoration of the gully itself. A Section 106 Project Review Form was submitted previously to the VDHP for Clean Water Projects funded by the DEC Clean Water Initiative Program. Following which, the VDHP issued a request for an ARA due to the potential for archaeological historic properties to be affected. SWCA will complete this ARA report on the Area of Potential Effect for this project location.

KEY PERSONNEL

The designated SWCA point of contact meets all professional qualifications including, but not limited to, the Secretary of the Interior's Professional Qualifications Standards for Archeology (36 Code of Federal Regulations [CFR] 61; RSA, Title 19: Public Recreation/ Chapter 227C: Historic Preservation RSA 227-C:9; and the Archeological Resource Protection Act standards for undertaking archaeological investigations 943 CFR 7.8 and 7.9).

Christopher Donta, Ph.D., Cultural Resources Team Lead and Project Manager. Christopher Donta is the New England Cultural Resources Team Lead and point of contact proposed for this agreement. He is a trained anthropologist specializing in archaeology. He brings more than 30 years of experience in cultural resources compliance under Sections 106 and 110 of the National Historic Preservation Act (NHPA) and state-level reviews in New England. He has successfully worked with agencies across the Northeast, at the local (municipal town-wide surveys, schools, cemeteries, airports), state (Vermont Division for Historic Preservation, Massachusetts Department of Conservation and Recreation, New Hampshire Division of Forests and Lands, Rhode Island Department of Transportation), and federal (U.S. Army Corps of Engineers, Federal Energy Regulatory Commission, Federal Aviation Administration, Federal Communications Commission, Veterans Affairs, and military units) levels. He has extensive experience working across both northern and southern New England, having worked for Archaeological Services at the University of Massachusetts for 20 years. He has completed over 500 archaeological and historical projects across the Northeast over the last 30 years.

Christopher Donta has worked in all roles within the field of cultural resources management, from lab analyst to field technician, to field director, to principal investigator and project manager. He therefore understands all aspects of the discipline. He is adept at working with project teams and stakeholders and coordinating with SHPOs and THPOs. He is a leading expert in New England on tribal consultation, with more than 20 years of experience in building connections with federally recognized tribes and other tribes in the region.

Zachary Nason, B.A., Assistant Project Archaeologist. Mr. Nason is an assistant project archaeologist for SWCA's Amherst office. He holds a B.A. in Anthropology with an archaeology concentration from Mercyhurst University. He directs fieldwork, conducts laboratory analysis, performs archival and background research, authors technical reports, assists in the development of research design, and instructs CR technicians in field and laboratory methodologies. Mr. Nason has over 7 years of experience in archaeological field survey and excavation, cultural resource management, and cultural material analysis, over 5 of which have been spent focused in the Northeast. With experience across New England, as well as in Ohio, Pennsylvania, Delaware, West Virginia, New York, Florida, New Mexico, Illinois, Louisiana, Indiana, Oklahoma, Arizona, Texas, Montana, Michigan, Iowa. Mr. Nason has experience collaborating closely with clients/monitors/land agents/state officials and other groups in both the private and public sectors. His focus is on Historical Archaeology, specifically sites of the Colonial and Federal Periods. Mr. Nason also has additional experience in field methodologies, public history, historic archaeological resources, research design, technical writing, artifact curation, team development, and GPS data collection.

Steve Anderson, M.A., GIS and Cultural Resources Specialist. Steve Anderson has over five years of experience in cultural resources management, with a focus on geographic information systems in Massachusetts, Connecticut, New Hampshire, Rhode Island, New York, and California. He holds a B.A. in Anthropology and a certificate of Native American Indian Studies from the University of Massachusetts, Amherst, and a Master of Arts degree in Historical Archaeology from the University of Massachusetts, Boston. In conjunction with his graduate studies, he served as a laboratory assistant for the New England Indigenous Archaeology Lab analyzing and curating material culture from archaeological excavations in North Stonington, Connecticut, and maintained, managed, and supported the laboratory's GIS database. Steve Anderson has also conducted ground penetrating radar, engaged with communities to promote and preserve local history, and presented research to his peers in a conference setting. He processes field global positioning system (GPS) data collection in ArcGIS, and is responsible for GIS-based archaeological predictive modeling and geospatial data management. He has previously been involved in presenting GIS data for archaeological projects in over 20 towns in Vermont in the past year.

SCOPE OF WORK

The following identifies the general tasks anticipated to be necessary during the course of this Project. If additional tasks not listed below are determined to be necessary for the success of the Project, SWCA will provide a schedule and cost estimate for these services to Watershed Consulting for written approval.

TASK 1 ARCHAEOLOGICAL RESOURCE ASSEMENT

SWCA will assemble a package to satisfy the VDHP's request for an Archaeological Resource Assessment. The submittal package will consist of:

- An Archaeological Resource Assessment Report providing basic background, project, and geographical information, previously recorded and/or visible archaeological or historic sites, a completed archaeological sensitivity model for the APE, soils and topographic data, and a statement on the areas sensitivity or lack thereof.
- Mapping of the project area and other relevant annotated maps.
- Site photograph(s) and brief methodology of field visit. SWCA will access the project location for review.
- Recommendations

The submittal package will be provided to Watershed Consulting for review prior to submission to the VDHP.

Assumptions:

- Recommendations for additional survey from VDHP or other consulting parties, such as a site identification survey, would require a change in scope.

SCHEDULE

SWCA can assemble the submittal package and conduct the site visit within 15 days of notice to proceed after contracting is completed, given appropriate weather conditions. SWCA can send the submittal package to VDHP within three days of receiving comments and completing any necessary revisions.

EXHIBIT B – RATE SCHEDULE

Section 8. Item #M.

COST SUMMARY

Costs will be billed as a fixed fee price of \$2,250. This is based on an hourly rate of \$117 for the archaeologist (Nason), \$140 for the GIS specialist (Anderson), and \$197 for the project manager (Donta).



c/o Chittenden County RPC
 110 West Canal Street, Suite 202
 Winooski, VT 05404

www.ccrpcvt.org/northern-lake-champlain-cwsp/

 802-861-0133

MEMORANDUM *update to prior 9/21/23 memo*

TO: Forest Cohen
FROM: Dan Albrecht
DATE: November 20, 2023
RE: Falls Trail South Gully Repair – Final Design subgrant to Town of Georgia TOA 200.1 - Amendment 1

Description of Changes

Amendment 1 addresses a change to the original Task Order with the Town of Georgia to implement a budget increase of ~~\$2,751~~ **\$3,000** (three thousand dollars) to cover ~~\$2001~~ **\$2,250** for the Archeological Resource Assessment (ARA) plus \$750 to cover the concomitant increased staff time for WCA to supervise ~~Crown Consulting Archeology~~ **SWCA Environmental Consultants** as described in the attached. This will change the budget with the Town as follows:

Budget Amendment: November 2023, \$3,000 increase to Engineering Design Services

	Amount/Category
Project Management/Completion: staff expenses, salary and fringe benefits or ad employees	\$852.00
Mileage Charges (at 65.5 cents/mile)	
Engineering/Design Services for 30% Design or Final Design	\$22,613 \$25,613
Other eligible costs (see 2023 CWIP Funding Policy)	
Indirect	
TOTAL	\$23,645 \$26,645

Note: Could you also correct my prior incorrect naming of this Task Order which I just noticed now to read **CWSP 2023-Georgia** instead of CWSP 2023-FNLC

Reason for Change

The VT Dept. of Historic Preservation is requiring the subgrantees to have the ARA conducted. The Basin 5 Water Quality Council at its meeting today approved the overall budget increase.

Approval of Change

11-20-2023

Dan Albrecht
 Basin 5 CWSP Manager

Date

CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
IN ITS CAPACITY AS BASIN 5 CLEAN WATER SERVICE PROVIDER
TASK ORDER TO
TOWN OF GEORGIA
CWSP TOA - 01
Falls Trail South Gully Repair – Final Design Georgia
Amendment #1

It is hereby agreed by and between the Chittenden County Regional Planning Commission, hereinafter referred to as the CCRPC, and the Town of Georgia, hereinafter referred to as the SUBGRANTEE, that the Agreement dated March 20, 2023, shall be modified as follows:

1. Paragraph 2, Subject Matter: Attachment A of the original agreement is hereby amended as detailed in the November 20, 2023 Memorandum attached here as Addendum A.
2. Paragraph 3, Maximum Amount: is hereby increased from the previous amount of \$23,645 to the new amount of \$26,645.

Note that is amendment also corrects a typo in the original TOA, incorrectly titled *CWSP 2023-FNLC*, it is hereby corrected to **CWSP 2023-Georgia**.

Except as modified by this Amendment, and any preceding and subsequent Amendments, all other provisions of the original Agreement shall remain in full force and effect.

Dated _____

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

TOWN OF GEORGIA

AUTHORIZED SIGNER

AUTHORIZED SIGNER

"Empty Cart" will remove all items in your cart.

[Empty Cart](#)

[Forward](#)

[Add Product by Model #](#)

ex: H-101

Error Qty

[Add to Cart](#)

Model #	Description	Qty	Price	Total	Remove
H-1564M-Y	Standard Flammable Storage Cabinet - Manual Doors, Yellow, 45 Gallon	<input type="text" value="1"/>	\$1260.00/EA	\$1,260.00	<input type="checkbox"/>
H-4037	Spill Containment Workstation - 4 Drum	<input type="text" value="3"/>	\$270.00/EA	\$810.00	<input type="checkbox"/>
H-7504	Uline Industrial Pallet Truck - 48 x 27", Blue	<input type="text" value="1"/>	\$405.00/EA	\$405.00	<input type="checkbox"/>
H-6470	Uline ANSI Approved First Aid Kit - Class B, 50 Person	<input type="text" value="4"/>	\$150.00/EA	\$600.00	<input type="checkbox"/>
H-6469	Uline ANSI Approved First Aid Kit - Class A, 25 Person	<input type="text" value="2"/>	\$65.00/EA	\$130.00	<input type="checkbox"/>
H-2504GR	Uline Utility Cart - 45 x 25 x 33", Gray	<input type="text" value="2"/>	\$145.00/EA	\$290.00	<input type="checkbox"/>
SUBTOTAL =				\$3,495.00	

[Shipping](#) |

[Sale Code:](#)

| [Questions?](#)

\$300+ orders are eligible for a [free item](#).

12/05/2023 01:02:32 PM; USWEB26 -273780867-6/3495.00-1- 0000000-0000-0000-0000-000000000000

[Help](#) [Contact Us](#) [Careers](#) [Shipping](#) [Boxes](#) [Plastic Bags](#) [Catalog](#) [Request Uline.ca](#) / [Uline.mx](#) [Privacy](#) / [Terms](#) [Enable Accessibility](#)

[close](#)

*Safety.
All buildings for First-Aide kits.*



P.O. Box 47 • Northfield, VT 05663 • Toll Free: 866-769-3797 • (802)485-6567 • Fax: (802)485-6690
Email: info@brookfieldservice.com • www.brookfieldservice.com

Town of Georgia
Town Administrator
47 Town Common Rd N
Saint Albans, VT 05478-6089

Customer Agreement #
C-0009891

PREVENTATIVE MAINTENANCE AGREEMENT
Contractual Year 2024

Below please find the two preventative maintenance programs available for your standby generator. Prices quoted apply to the following: **Georgia FD-St Albans, VT**

Manufacturer/Model#/Serial#

Engine: IVECO #794942
Equipment Driven: Winpower DR13014-DAS*J
Switch/Controls: ASCO

Please indicate your acceptance of this agreement and terms by circling program you are selecting and signing below.
PLEASE RETURN (1) COPY TO BROOK FIELD SERVICE.

PROGRAM #1 – **COMPLETE ANNUAL MAJOR SERVICE** \$617 **OR \$586 If Prepaid By: November 1, 2023**
Parts, labor and mileage included
See reverse side for details

→ PROGRAM #2 – **TWO VISITS A YEAR** \$1007 **OR \$957 If Prepaid By: November 1, 2023**
(1) Major & (1) Minor Svc.
Operational checkout service/analysis
See reverse side for details

Please Note: If you opt for Plan 1, the cost of the state inspection is NOT included. The additional cost is \$130.00 Per Unit

Date _____

DATE: October 1, 2023

Authorized Signature

Jim Brochhausen
James Brochhausen, Brook Field Service

Credit Card Number: _____

Expiration Date: _____ Security Code: _____ Zip Code for Card: _____

You may give our office a call with payment information if you prefer, 802-485-6567.

EMAIL: _____ PHONE#: _____

CUSTOMER PREFERENCE: (check on) No appointment needed Coordinate appointment

Duraattach, Com

New Baumalight

QC 80 KW

\$19,570

No picture

Park Newton

Georgia Resident

80 KW used

No Picture

\$6000 sold

\$4000 possible for another coming in

Generator for all location usage.

Due to family emergency and covid I missed the deadline for posting the notice of the ordinances in the paper. I spoke to VLCT, and they said to just re-adopt the ordinances at the next meeting and then post the notices. I have the notices all set and ready to go with the new date and can send them out once approved.