



**Town of Hinesburg  
10632 Rte. 116  
Hinesburg, VT 05461  
www.hinesburg.org  
(802) 482-2281**

## **SELECTBOARD AGENDA**

**November 15, 2021**

**7:00PM**

**MEETING WILL BE HELD IN-PERSON & REMOTELY  
FACE MASKS REQUIRED FOR IN-PERSON ATTENDANCE**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/83895117376?pwd=SVdScDEwaUIONE1WcGdpdnB2T0htQT09>

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 838 9511 7376**

**Passcode: 740581**

**Link to meeting on Media Factory: <https://www.mediafactory.org/hinesburg>**

**You can also view on Comcast Ch.1084**

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|--|--------|
| 1. Meeting Call to Order   | 7:00PM |
| 2. Agenda Additions or Deletions   | 7:00PM |
| 3. Public Comment  | 7:05PM |
| 4. Selectboard Forum   | 7:10PM |
| 5. Approve Minutes of 11/3/21 & 11/10/21   | 7:15PM |
| 6. Consider Acquiring 291 +/- acres for HTF and Conveying a Conservation Easement to the Vermont Land Trust and Vt. Housing and Conservation Board on the 1,125-acre HTF | 7:20PM |
| 7. Consider Approving the Interim Management Plan for the 291-acre Carse Property Addition   | 7:30PM |
| 8. Consider Appointment to the Trails Committee – Brian Bock   | 7:40PM |
| 9. Review of FY23 Police Dept. Budget and Discuss # of Full-time Officers for FY23   | 7:45PM |
| 10. Discuss How Budget Will Be Warned for Town Meeting Vote  | 8:00PM |
| 11. Discussion of Selectboard Goals  | 8:15PM |
| 12. Review Budget Adoption Schedule  | 8:25PM |
| 13. Consider Approval of Second-Class Liquor License Application   | 8:30PM |
| 14. Consider Approving Warrants  | 8:35PM |
| 15. Possible Executive Session Pursuant to 1 V.S.A. §313(a)(3)   | 8:40PM |
| 16. Adjourn  | 8:50PM |

Questions or comments during the live broadcast? Email [selectboard@hinesburg.org](mailto:selectboard@hinesburg.org) and those questions or comments may be read during the meeting. ***All times are approximate. For meeting materials, please visit: <https://www.hinesburg.org/select-board>*** Contact the Town Manager if you have questions: [todit@hinesburg.org](mailto:todit@hinesburg.org); or 482-4206

1 **SELECTBOARD MEETING DRAFT**

2 November 3, 2021

3

4 Attending the meeting in person; Merrily Lovell, Phil Pouech, Maggie Gordon, Joy Dubin Grossman, Todd  
5 Odit, Eric Spivak, Rob Frost, Kendall Frost,

6 Attending the meeting remotely; Mike Loner, Dennis Place, Scooter MacMillan, Mitch Cypes, Robert  
7 Hedden, Michelle Sudol, Patrice, Andrea Morgante

8

9 Meeting called to order at 7:00 p.m.

10 Agenda Additions or Deletions

11 Todd noted he added the Planning Grant item to the agenda earlier today.

12 Public Comment

13 None

14 Selectboard Forum

15 Phil mentioned at the last meeting Mike mentioning vehicle noise problems. He said he is willing to  
16 discuss this with Todd and Chief Cambridge to find out what the complaints are.

17 Phil went to Andrea's bridge to see the plaque and said it looks very nice.

18 Approve Minutes of 10/20/21

19 Phil moved to approve the minutes of 10/20/21 as amended. Seconded by Maggie and approved with 5  
20 yes votes.

21 Mojo Update and Request for Removal of Orders – Michelle Sudol

22 Michelle attended remotely to answer the remaining questions the Board had.

23 Merrily asked about use of the muzzle and shock collar in the training.

24 Michelle said they worked with the muzzle on and use of a shock collar on the first visit with the trainer  
25 and without either on following training sessions.

26 Phil thanked Michelle for her hard work and added he hoped the instructor would give an official  
27 opinion that Mojo could go on the trails without the muzzle and shock collar. Michelle said the trainer  
28 will not take on that liability and he did not feel it was necessary to write another letter.

29 Maggie asked if her sons feel comfortable walking him and does she feel comfortable with her sons  
30 doing so? Michelle said she is the only one walking him on trails. Maggie asked if she is continuing with  
31 the training. Michelle said she takes Mojo to the agility course every week and has been checking back  
32 in with the trainer.

33 Merrily moved the Selectboard remove the restrictions places on Mojo as Michelle has fulfilled all the  
34 requests made by the Board. Seconded by Maggie. Phil noted he will vote yes but is nervous because of  
35 past instances. He said it sounds like Michelle understands how serious this is.

36 Motion voted and approved with 5 yes votes.

37

38 Consider Approving FY 22 Resolution of Bylaw Modernization

39 South Boutin Road Improvement Request – Robert and Anne Frost

40 Dennis recused himself as this project is also before the DRB.

41 Todd said he met with Rob Frost and the engineers to discuss how the concern of the stormwater  
42 infrastructure within the Town right-of-way. The engineers came up with a way to relocate the  
43 stormwater that would not be within the Town right-of-way. Todd said it has also been confirmed the  
44 road is a Class 4 road.

45 Phil moved the Board approve the Frost development to a Class 4 road as shown in the drawing and  
46 upgrade as per State requirements. Seconded by Maggie. Phil amended the motion to include the  
47 upgrade to the road would not allow for stormwater infrastructure in the Town right-of-way. Maggie  
48 agreed with the amendment. Motion voted and approved with 4 yes votes and Dennis abstaining.

49 Kendall Frost asked if the process of building a driveway and locating utilities will also need Selectboard  
50 approval. Merrily said that go before the DRB.

51 The question of the road name was raised and they were advised Mitch Cypes the 911 coordinator will  
52 work with them on that.

53 Consider Warning Special Election on Whether to Adopt Ballot Voting

54 Todd said there if the Board decides to go with a vote, they will be asking two questions; 1) to adopt all  
55 budgets by ballot and 2) whether or not to vote on public questions by ballot.

56 Mike said he is in favor of taking this opportunity to put it before the voters.

57 Maggie said she feels it should be put before the voters too.

58 Phil said he did not feel good about it as he did not want to rush a decision. He now thinks to vote on  
59 the issue is important.

60 Eric Spivak said traditionally we have had questions on the ballot such as the ambulance question and to  
61 adopt a Town Manager form of government. Todd said bond votes have to be by ballot according to  
62 law. The Town Manager and ambulance question were on the ballot by Selectboard choice. Eric asked  
63 if anyone has reached out to the legislature to find out if there will be an allowance made again for  
64 2022. Why go through the vote if there is a chance there will be an exemption on again? Merrily said  
65 Missy has contacted Bill Lippert but does not know if she got a response. Joy said last year the  
66 legislature made that decision in October last year.

67 Eric said we should not lose sight of the importance of discussion and ability to make changes to the  
68 budget from the floor.

69 Phil agreed with Eric and added with each you gain or lose. With a ballot you likely have more voters  
70 and with the meeting you have more input.

71 Maggie agreed with Eric's comment and said the value is having the Selectboard and department heads  
72 and Town staff being held responsible and accountable for the budget. Maggie said it is her  
73 understanding if the Board does not hold this special election and we have Town Meeting to make the  
74 change to Australian ballot will have to voted on at Town Meeting. Todd said that is correct. Maggie  
75 added you then have the people who go to Town Meeting and like the idea of Town Meeting needing to  
76 make the change to a ballot vote.

77 Dennis said the people in Town can come to the budget meetings and he feels it is more beneficial to  
78 the Town for people to attend the meetings where the budget is being worked on.

79 Phil moved the Board warn a special election on whether to adopt ballot voting with an informational  
80 meeting on Tuesday, November 30 and the actual Australian ballot to be held on Tuesday, December 7.  
81 Seconded by Mike and approved with 5 yes votes.

82 Andrea said the most important message is that we, as citizens, have the responsibility to participate in  
83 this process whether by showing up at Town Meeting or voting by Australian ballot. We, as citizens and  
84 tax payers, set the tone of our community and what happens here by this vote of what we choose to  
85 include in the budget.

86 Phil amended his motion to include for this special warning, to warn both having Australian ballot for  
87 the budget vote and for public questions. Amendment accepted by Mike.

88 Motion voted and approved with 5 yes votes.

89 Consider Approval of Revolving Loan Fund Agreement RF1-229-3.1

90 Todd explained this is a result of the request to increase the loan amount due to the increased sludge  
91 removal costs.

92 Phil moved to approve loan RF1-229-3.1 in the amount of \$2,745,200.00 and authorize the chair and  
93 treasurer to sign the agreement. Seconded by Maggie and approved with 5 yes votes.

94

95 Town Manager Update

96 Todd will be meeting with department heads to go over their budgets.

97 Phil asked for an update on the landfill. Joy said the water test results are good on the Cardinal  
98 residence on Observatory Rd. The POET system has been installed in the Turner residence the water  
99 from that will be tested. The post closure plan has been filed.

100 The Board will meet next Wednesday at 5:00 p.m. to begin budget work and to review the Town  
101 Manager assessment form.

102 Consider Approving Warrants

103 Phil moved to approve the warrants, including payroll, as submitted by the Town Treasurer and signed  
104 by Merrily and Maggie. Seconded by Maggie and approved with 5 yes votes.

105 Adjourn

106 Phil moved to adjourn at 8:30 p.m. Seconded by Maggie and approved with 5 yes votes.

107 Respectfully submitted,

108 Valerie Spadaccini, clerk of the Board

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** HTF ACQUISITION AND EASEMENT  
**DATE:** 11/17/2021

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**ISSUE:**

The issue is whether the Selectboard will approve the acquisition of a 291-acre parcel to be added to the Hinesburg Town Forest and contribute \$20,000 toward the purchase price thereof; and whether the Selectboard will approve the conveyance of a conservation easement thereon, to the Vermont Land Trust and Vermont Housing and Conservation Board.

**DISCUSSION:**

At that May 19, 2021 Selectboard meeting, the Selectboard approved the following:

- 1) Supporting the acquisition of the 291-acre Carse parcel;
- 2) Supporting the conveyance of a conservation easement over the Hinesburg Town Forest to the Vermont Land Trust and Housing and Conservation Board;
- 3) Providing Voters with notice of the conveyance and providing them with an opportunity to submit a petition requiring a vote on the conveyance; and
- 4) Contributing \$20,000 of Town Forest funds toward the Carse acquisition.

It is now time for the Selectboard to consider final approval of the acquisition and conservation easement conveyance. Please refer to the memo Monahan, Safar, Ducham dated November 10, 2021 for an explanation of the easement. Also attached with this memo is the conservation easement and Resolution of Conveyance.

\*Updated documents with the correct dates will be provided to the Selectboard prior to the 11/17 meeting.


**COST:**

The town is contributing \$20,000 of Town Forest funds toward the acquisition of the Carse parcel.

**RECOMMENDATION:**

It is recommended that the Selectboard approve the Resolution of Conveyance of Easement to the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board and post a Notice of Conveyance of Interest in Municipal Real Estate pursuant to 24 V.S.A. §1061(a)(1) for the same.

# Memorandum

To: Todd Odit  
From: Brian Monaghan, Esq.   
Zachary J. Chen, Esq.  
Date: November 10, 2021  
Re: Conveying Conservation Easement on Hinesburg Town Forest

## Introduction

We have reviewed the Conservation Easement regarding the Hinesburg Town Forest per your request. A detailed statement of the grant's purpose is set forth within the Conservation Easement—any use of the land would have to be consistent with that purpose. In general terms, the stated purpose of the grant is to conserve natural resources in the 1,125-acre Town Forest while providing for various public, non-commercial recreational and educational uses and ensuring that the management of the Town Forest is guided by a public management planning process. In particular, the Conservation Easement expressly contemplates preventing the use or development of the Town Forest in any way that conflicts with the grant's purpose.

## Easement Limitations on Town Use

The Conservation Easement involves the Town transferring virtually all development rights to the Vermont Land Trust, Inc. ("VLT") and the Vermont Housing and Conservation Board ("VHCB"). The grant creates several limitations on the Town's right to use, develop, or even convey the land. Besides restricting development and construction, the Conservation Easement would also restrict the Town's ability from selling the land or any part of it. The Conservation Easement does allow for commercial timber harvesting and sugaring subject to strict conditions overseen by VLT and VHCB, or their successors in interest. There are particular zones of the Town Forest where restrictions would be especially stringent, the Dry Red Oak – White Pine Forest Ecological Protection Zone, and the Vernal Pool Ecological Protection Zone.

The various impositions and limitations are described fully in the easement, but are generally summarized below. Please note that what follows are summaries only; for an understanding of the details of the restrictions, you should refer to the Conservation Easement itself.

- **Comprehensive Management Plan:** The Town would be required to develop a Comprehensive Management Plan in consultation with VHCB and VLT. The plans would require public input and be subject to VLT and VHCB's review and approval. Section I(B).
- **Timber Harvesting and Sugaring/Forest Management Plan:** The Town would not be permitted to harvest timber or other commercial forest products, including maple sugaring, without a Forest Management Plan that would be subject to VLT and VHCB's approval. This plan would have to be updated every ten years, and amendments would be required for any new treatment not in the plan. Updates, amendments, and other changes would also be subject to VLT and VHCB's approval. Timber and sugaring operations would have to comply with Acceptable Management Practices for maintaining water quality developed by the Vermont Department of Forests, Parks, and Recreation.
- **Construction and development restrictions:** No residential, commercial, industrial, or mining activities would be permitted. In general, no buildings, structures, or other improvements would be allowed except for:
  - o "barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities ... provided that they are used exclusively for agricultural or forestry purposes." Construction of any such buildings would require advance written approval for VLT and VHCB. Approval could involve designating a "complex" for grouping the buildings and structures together.
  - o "permanent or temporary structures, drives, and utilities reasonably necessary to support" the permitted uses, including "modest structures to support public outdoor recreation and/or public outdoor education." Examples might be picnic shelters or toilet facilities.
  - o unpaved parking lots and associated drives and utilities, subject to advanced written approval from VLT and VHCB
  - o temporary structures and tents for special events, provided that the events are consistent with the grant's purposes and management plans
- **Restrictions on roads, rights-of-way, utility lines, and other easements:** The Town would require advanced written permission from VLT and VHCB prior to developing any new rights-of-way or other easements. There are some specific exceptions elsewhere in the easement, such as recreational trails and roads for approved timber harvesting.
- **Signage restrictions:** The only permitted signs would be signs indicating the name of the Town forest and its ownership, boundary markers, directional signs, memorial plaques, informational and interpretative signs, and signs limiting access or use.



- **Waste collection:** In general, the collection or storage of waste, except for “temporary storage of trash generated on the Protected Property in receptacles” (i.e. garbage cans) would not be permitted without advanced written approval from VLT and VHCB.
- **Limitations on “surface disturbance” and topographical changes:** These restrictions would cover excavation, filling, topsoil removal, quarrying, et cetera. Some disturbance may be permitted “as reasonably necessary to carry out the uses permitted” in the town Forest, consistent with the terms of the Conservation Easement.
- **Limitations on conveyances:** The Town would be prohibited from selling or otherwise conveying the Town Forest, subdividing it, partitioning it, leasing it, mortgaging it, or otherwise encumbering any part it without advanced written approval from VLT and VHCB. VLT and VHCB could require that the land be sold for only a nominal price.
- **Restriction on recreational motor vehicle use:** Motor vehicles could not be used for recreational purposes, except as allowed by VLT and VHCB. The Town could allow snowmobiling, mountain biking, and horseback riding as long as these uses are regulated in the management plans, and are consistent with the provisions concerning the ecological protection zones.
- **Clearcutting:** Any clearcutting to establish open space, fields, orchards, pastures, habitats, et cetera would be subject to VLT’s and VHCB’s prior written approval.
- **Water sources:** While the Town would have a right to “use, maintain, establish, construct and improve” waters within the Town Forest, these activities would be subject to requirements about minimizing disruption to the waters’ natural flows.
- **Fees:** The Town would be able to charge reasonable fees, but the fees could only be collected for events or be necessary to support management of the Town Forest. There would always have to be some form of fee public access to the Town Forest, regardless of whether fees are charged for other activities.
- **Public access:** Notwithstanding limitations to protect habitat, the Town would be required to ensure that the Town Forest would be available for public uses that are non-commercial and non-mechanized.
- **General restrictions:** In addition to specific restrictions mentioned above, the Conservation Easement contains a general restriction on any activity that would be inconsistent with the grant’s stated purposes. VLT and VHCB would have the discretion to determine whether proposed, unanticipated uses are consistent with the grant’s purposes or not.



These restrictions are all typical conservation easement conditions, whether the conveyance involves lands held by a municipality, or by a private party. Meaning, they make sense in the circumstances. The Selectboard should review these requirements in detail, and if acceptable, the Selectboard should approve the proposed conveyance in the circumstances, given the long-term protection from development for these lands.

### **Logistics to Conveying Conservation Easement**

As you are aware, Vermont law requires that the Town issue a public notice pursuant to 24 V.S.A. § 1061 to put the public on notice of the terms of the proposed conveyance. The voters have the right to petition for a public vote on the terms of the conveyance. If there is no petition, the Selectboard can close on the conveyance without any further action. At its essence, the Selectboard should first resolve to convey the real property as set forth in the attached resolution, and then issue the public notice as the statute requires. Following the expiration of the notice period, the Town will be able to close on the transactions with the Carse Land Company, the Vermont Land Trust, and the Vermont Housing and Conservation Board.

### **Conclusion and Recommendations**

We advise that the Selectboard adopt the attached Resolution and authorize a member to execute the closing documents on behalf of the Town. We have proposed Selectboard Chairperson Merrily Lovell as the Selectboard's designee to sign the Resolution and the closing documents.

**December 1, 2021**  
**Hinesburg Selectboard 2021 Resolution # \_\_\_\_\_**

**RESOLUTION OF CONVEYANCE OF CONSERVATION EASEMENT TO THE**  
**VERMONT LAND TRUST, INC. AND THE VERMONT HOUSING AND**  
**CONSERVATION BOARD**

**WHEREAS**, the so-called “Town Forest” is presently an 834 acre parcel land owned by the Town and described in items 1 through 7 of “Schedule A,” attached to this Resolution and incorporated as if set forth fully herein;

**WHEREAS**, the Town of Hinesburg, Vermont, has the opportunity to enlarge the Town Forest through the proposed acquisition of a 291 acre, more or less, parcel of land lying northerly of Lincoln Hill Road and abutting the present southern and western boundaries of the Town Forest, described in item 8 of “Schedule A,” to be conveyed by warranty deed from Carse Land Company, LLC, in consideration for \$305,000.000, of which \$20,000.00 will be paid by the Town of Hinesburg;

**WHEREAS**, the Town of Hinesburg, Vermont, and the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board have proposed the conveyance from the Town of development rights, perpetual conservation easement restrictions, and public access easement for the newly-enlarged Town Forest comprising all of the property described in “Schedule A” to the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board; and

**WHEREAS**, the Selectboard will give notice of the terms of these proposed conveyances by posting a notice in at least three public places within the municipality, one of which shall be in or near the municipal clerk’s office. Notice will also be published in the *Hinesburg Citizen*, a newspaper of general circulation within the municipality. The posting and publication will occur on December 9, 2021, pursuant to the requirement in 24 V.S.A. § 1061(a) that such notice be given at least 30 days in advance of a proposed conveyance.

**NOW THEREFORE, BE IT RESOLVED**, that the Town of Hinesburg, Vermont, will take title to a 291 acre, more or less, parcel of land in the Town of Hinesburg owned by Carse Land Company, LLC, lying northerly of Lincoln Hill Road and abutting the Town Forest, as described in item 8 of “Schedule A.”

**BE IT FURTHER RESOLVED**, that upon taking title to the 291 acre parcel, more or less, presently owned by the Carse Land Company, LLC, and thereby enlarging the town Forest, the Town of Hinesburg will convey development rights, perpetual conservation easement restrictions, and public access easement for the newly-enlarged Town Forest comprising all of the property described in “Schedule A” to Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

**BE IT FURTHER RESOLVED**, that the Selectboard Chairperson Merrily Lovell, is authorized on behalf of Hinesburg to accept the Warranty Deed from Carse Land Company, LLC, and to execute and deliver a Grant of Development Rights, Perpetual Conservation Easement Restrictions, and Public Access Easement for the newly-

enlarged Town Forest, comprising all of the property described in "Schedule A," to include the parcel acquired from Carse Land Company, LLC, to Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board, and to sign and deliver any and all other documents necessary to effectuate the above-referenced transactions.

**BE IT FURTHER RESOLVED**, that the above-referenced transactions are contingent upon there being no petition bearing the signatures of 5% of legal voters of the Town of Hinesburg objecting thereto received by the Town Clerk before 4:00 p.m. on January 10, 2022, pursuant to 24 V.S.A. § 1061(a).

Dated at Hinesburg, this First Day of December, 2021.

SELECTBOARD CHAIR PERSON

\_\_\_\_\_  
Merrily Lovell

VICE CHAIRPERSON

\_\_\_\_\_  
Maggie Gordon

\_\_\_\_\_  
Phil Pouech

\_\_\_\_\_  
Mike Loner

\_\_\_\_\_  
Dennis Place

=====

**SCHEDULE A**

Being all and the same lands and premises, including farm buildings, conveyed to the Town of Hinesburg by the following:

1. Administrator's Deed of H.A. Bailey in the Estate of Felix Martin dated May 25, 1937 and recorded in Book 26 at Page 201 of the Town of Hinesburg Land Records.
2. Warranty Deed of Fred Judas dated September 27, 1937 and recorded in Book 27 at Page 20 of the Town of Hinesburg Land Records.
3. Warranty Deed of Clarence Blodgett dated April 25, 1941 and recorded in Book 27 at Page 99 of the Town of Hinesburg Land Records.
4. Warranty Deed of Daisy Verboom and Marien Verboom dated October 6, 1948 and recorded in Book 27 at Page 168 of the Town of Hinesburg Land Records.
5. Warranty Deed of Herbert H. Germain dated October 29, 1954 and recorded in Book 29 at Page 461 of the Town of Hinesburg Land Records.
6. Quit Claim Deed of Charles S. Hayden dated January 14, 1958 and recorded in Book 30 at Page 197 of the Town of Hinesburg Land Records.
7. Warranty Deed of Plant & Griffith Lumber Co. dated April 8, 1958 and recorded in Book 30 at Page 211 of the Town of Hinesburg Land Records.
8. A 291 acre, more or less, parcel of land owned lying northerly of Lincoln Hill Road and abutting the southern and western boundaries of the so-called "Town Forest" as presently described in items 1 through 7 above, to be conveyed to the Town by Warranty Deed of Carse Land Company, LLC, dated on or about even date herewith and recorded in Book \_\_\_\_ at Page \_\_\_\_ in the Town of Hinesburg Land Records.

**Excepted and excluded** from this description of the Town Forest is a one-half (0.5) acre, more or less, section in the northwest corner of the property described in item 6 above, being a one-half (0.5) acre, more or less, parcel of land located northerly of Hayden Hill Road West. The excluded section is more particularly described as being all of the lands n/f of the Town of Hinesburg located northwesterly of an "old wire fence on ground" as depicted on a survey titled "Transfer of Land to Adjoiner, R. & J. Francis, J. & R. DeVoid and N. & P. Francis, co-owners, to Nolan & Pamela Francis, Hayden Hill Road West, Hinesburg, VT" by George C. Bedard, dated February 22, 2007 and recorded in Slide 170B of the Town of Hinesburg Land Records.

Meaning and intending to include in this description of the Town Forest all of the land with the buildings and improvements thereon lying north of Town Highway #33 (also known as Lincoln Hill Road) and on both sides of Town Highway #19 (also known as Hayden Hill Road), in the Town of Hinesburg, Vermont, and generally described as containing 1,125 acres, more or less.

## **GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **TOWN OF HINESBURG**, a Vermont Municipality, on behalf of itself and its successors and assigns (hereinafter “Grantor”), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont, and the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (collectively hereinafter “Grantees”) as tenants in common, forever, the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter “Protected Property”) situated in the Town of Hinesburg, Chittenden County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights hereby conveyed are rights and interests in real property pursuant to 10 V.S.A. §§823. The perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantees consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land.

### **I. Purposes of this Grant and Management Plan**

#### **A. Statement of Purposes**

1. Grantor and Grantees acknowledge the objective of ensuring the availability of the Protected Property for public use and enjoyment, including, but not limited to, educational, recreational and other appropriate community activities and, to that end, the purposes of this Grant (hereinafter referred to as “the Purposes of this Grant”) are as follows:

- a. To conserve productive forestland, wildlife habitats, biological diversity, natural communities, riparian buffers, wetlands, soil productivity, water quality and native flora and fauna on the Protected Property and the ecological processes that sustain these natural resource values as they exist on the date of this instrument and as they may evolve in the future;
- b. To provide for non-motorized, non-commercial recreational, educational and other appropriate community uses on the Protected Property;
- c. To conserve open space values, and scenic resources associated with the Protected Property for present and future generations; and

- d. To require that management of the Protected Property be guided by a public management planning process.
2. Recognizing that conservation of productive forestland is included in the Purposes of this Grant, and that both the resource values of the Protected Property and responsible forest management standards will evolve over time, the forest management objectives of this Grant are to:
    - a. Manage forest stands for long rotations which maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantor and Grantees acknowledge that site limitations, biological factors and public uses may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs and/or maple sap.
    - b. Conduct all sugaring and/or forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using the best available management practices in order to prevent soil erosion and to protect water quality.
  3. To ensure that the Protected Property will be owned in perpetuity by the State of Vermont, a municipality, or other nonprofit corporation qualifying under 501(c)(3) of the Internal Revenue Code; or such other entity approved by the Grantees.
  4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:
    - a. \_\_\_\_\_ acres of forest available for long-term sustainable management for the production of forest products;
    - b. two occurrences of Dry Red Oak-White Pine Forest, an uncommon natural community in Vermont;
    - c. three Vernal Pools, an uncommon natural community in Vermont, that provide high-quality amphibian breeding habitat;
    - d. it can be used for numerous recreational, cultural and educational purposes by the Town, its schools, and the community;
    - e. streams, including tributaries of Hollow Brook, the Huntington River, and the LaPlatte River, that, with wooded buffers and natural flow, provide an array of ecological benefits including maintaining water quality and providing corridors for species movement;
    - f. wetlands, including open, shrub, forested, seepage, and beaver-influenced wetlands;
    - g. additional wetland, upland, and riparian habitat for wildlife;
    - h. \_\_\_\_\_ feet of frontage on Lincoln Hill Road, Hayden Hill Road East, Hayden Hill Road West, and Economou Road, public highways with scenic vistas; and,
    - i. it is in the vicinity of the Fred Johnson Wildlife Management Area owned by the Vermont Department of Fish & Wildlife.

Grantor and Grantees recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, development rights and public access easement to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantees accept such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

Grantor will, from time-to-time develop comprehensive management plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and,
2. At a minimum, the Management Plans shall include the provisions required under this Grant, and shall appropriately balance all the resource attributes of and human uses for the Protected Property. The following items shall be addressed in the Management Plans, as applicable, to ensure compliance with the conditions of this Grant:
  - a. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
  - b. provide for public access and meaningful recreational links to private and public lands;
  - c. include a forest management plan approved by Grantees in accordance with Section I(C), below, if the Grantor proposes to harvest timber or commercial non-timber forest products;
  - d. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat resources and historic and cultural features;
  - e. provide for the sustainable use of fish and wildlife resources;
  - f. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas;
  - g. provide for use by educational programs;
  - h. provide, as necessary, for any proposed use of the Ecological Protection Zones consistent with Sections V and VI below, as needed; and,
  - i. otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall, in consultation with Grantees: (a) secure appropriate public input from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees with a draft of each such Management Plan for its review and approval prior to adoption as well as a copy of each final adopted Management Plan. Grantees' approval of the Management Plans shall not be unreasonably withheld or conditioned if such Plans are consistent with the terms of this Grant.



C. Forest Management Plan.

As provided in Section III(3), below, Grantor shall not harvest timber, wood products, commercial non-timber forest products, or conduct commercial maple sugaring operation without first developing a forest management plan for the Protected Property. Said forest management plan and any updates, amendments or other changes thereto (collectively “Forest Management Plan”) shall be submitted to Grantees for their approval prior to any forest management activity listed herein. Grantees’ approval of the Forest Management Plan shall not be unreasonably withheld or conditioned, if the Forest Management Plan has been approved by a professional forester and if the Forest Management Plan is consistent with the Purposes of this Grant, and in particular, the Purposes set forth in Section I. Grantees may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantees may select to determine whether the Forest Management Plan is consistent with the Purposes of this Grant. The Forest Management Plan shall be consistent with the Purposes of this Grant and shall include at least the following elements (except that those elements of the Forest Management Plan which do not change need not be re-submitted in updates or amendments to the Forest Management Plan):

1. Grantor’s forest management objectives;
2. An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
3. Forest stand (“treatment unit”) descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules);
4. Description of any commercial sugaring operation, including how management will account for impacts on species diversity and ecosystem health, and impacts on wildlife movement and public access;
5. Plant and wildlife considerations (identification of known significant habitats and management recommendations);
6. Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places);
7. Historic and cultural resource considerations (identification of known resources and associated management recommendations); and,
8. Management practices to be applied within the Ecological Protection Zones in accordance with the goals and requirements of Sections V and VI below

The Forest Management Plan shall be updated at least once every ten (10) years (or at such other intervals as Grantor and Grantees may mutually agree) if Grantor intends to harvest timber or other wood products. Amendments to the Forest Management Plan shall be required in the event that Grantor proposes a treatment not included in the Forest Management Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forest Management Plan as approved by Grantees. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, ice, fire, or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forest Management Plan for Grantees’ approval prior to conducting any alternative

treatment.

Disapproval by Grantees of a Forest Management Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantees, however, may approve a Forest Management Plan or an amendment thereto proposing a heavy cut in its discretion if consistent with the Purposes of this Grant, including for the following purposes:

1. To release an established understory;
2. To permit the planting of different species of trees or the establishment or re-establishment of a field, orchard, or pasture;
3. For wildlife management purposes; or
4. To promote natural regeneration.

“Heavy cut” shall mean the harvesting of wood products below the “C-Line” or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Service Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantees.

## **II. Restricted Uses of the Protected Property**

1. The Protected Property shall be used for educational, forestry, agricultural, non-motorized, non-commercial recreation, habitat conservation, natural area, and open space purposes only, except as otherwise specifically permitted under this Grant. No residential, commercial, industrial or mining activities shall be permitted. No buildings, structures, or appurtenant facility or improvements shall be constructed, created, erected or moved onto the Protected Property, except as specifically permitted in both Section III below and the Management Plans.

2. No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines, easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantees, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantees may grant such permission (with or without conditions) if in their sole discretion they determine that any such rights of way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use subject to the limitations of Section IV, below. Grantees may erect and maintain signs designating the Protected Property as land under the protection of Grantees, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantees and shall be consistent with the Purposes of this Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in

receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, subdivide, partition, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned - including the condition that the Protected Property be sold for only nominal consideration - in the Grantees' sole discretion.

7. There shall be no operation of motor vehicles on the Protected Property for recreational purposes except as approved in Grantees' sole discretion. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137. Other non-recreational uses of motor vehicles, including ATVs, for uses consistent with the Purposes of this Grant, such as agriculture, wildlife and forest management, education, trail grooming, maintenance, and for safety or emergency purposes, is permitted. Notwithstanding the foregoing, snowmobiling may be permitted at the discretion of the Grantor.

8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

### **III. Permitted Uses of the Protected Property.**

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1. The right to use the Protected Property for all types of non-commercial, non-motorized recreational purposes including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation consistent with the Purposes of this Grant and the Management Plans. Use of the Protected Property for snowmobiling, and for non-motorized, mechanized recreation such as mountain biking and by animals capable of transporting humans (including, but not limited to, horses) may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans, are consistent with the Purposes of this Grant, and are consistent with Sections V and VI, below.

2. The right to establish, maintain and use fields, orchards and pastures for agricultural uses recreational, scenic or open space purposes and/or for the purpose of maintaining or enhancing wildlife habitat, plant habitat or scenic vistas or values on the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards, pastures, wildlife habitats, plant habitats, and/or scenic vistas occurs only upon the prior written approval of Grantees, Grantees' approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant, is a component of the Management Plans, and is consistent with Sections V and VI, below.

3. The right to perform non-commercial forest management activities. Further, the right to perform commercial maple-sugaring, the harvest of timber, other wood products and commercial non-timber forest products, provided that:

- a) all such activities are conducted in accordance with an approved Forest Management Plan meeting the requirements of Section I above;
- b) all such activities are conducted under the supervision of a professional forester holding a current Vermont forester license, or a forester or other land manager whose education, experience and qualifications are otherwise approved in advance by Grantees (hereinafter "Professional Forester"); and
- c) any maple sugaring operations shall meet or exceed the standards outlined in Sugarbush Management Standards and Tapping Guidelines for Forestland in Use Value Appraisal (adopted in 2014) or successor guidelines as determined by the Grantees.

During any road construction, maintenance or harvesting and skidding of forest products, or activities associated with sugarbush management, Grantor shall employ the applicable practices recommended in the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987, revised effective August 11, 2018, and as may be amended from time to time (hereafter "AMPs"), or such successor standard approved by Grantees.

Nothing in this clause shall be interpreted to require Grantor to harvest a treatment unit (as defined in Section I(C), above), but only to require that any such harvest be conducted in accordance with the Forest Management Plan should Grantor elect to harvest.

4. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by Grantees. Grantees' approval may include designation of a "complex" (meaning an area or areas of the Protected Property within which certain structures are or shall be grouped together) surrounding the structures and shall not otherwise be unreasonably withheld or conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant. Grantor shall not deem unreasonable a condition by Grantees that certain structures must be located within a complex

which may be designated in the future as provided in this Section III.

5. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. Prior to undertaking a streambank stabilization project or placing any structure otherwise permitted under this Grant or approved by Grantees in accordance with this Grant within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantees of their intent to do so. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

In addition, the following shall be designated as water protection areas: all those areas within the forested or naturally vegetated portions of the Protected Property (a.) lying within fifty feet (50') landward of the tops of the banks of any "stream" as defined by the AMPs and (b.) all 'significant wetlands' and their buffer zones as defined by the Vermont Wetland Rules adopted February 7, 1990 and amendments adopted January 6, 2020, effective January 21, 2020, or successor document approved by the Grantees. These areas shall move with the movement of the streams and the following goals and restrictions shall apply thereto:

The principal goal for management within the water protection areas is to maintain or enhance their ecological benefits, including but not limited to water quality, soil integrity, and natural hydrology; providing important terrestrial, wetland, and aquatic habitat; and providing organic matter, nutrients, shade, and large diameter coarse woody material for the benefit of wetland, riparian, and aquatic systems.

Notwithstanding anything to the contrary contained in this Section III(5), any management or use of the water protection areas shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal above.

6. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant and Sections V and VI, below, and are provided for in the Management Plans.

7. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events; provided that such events shall not result in the clearing of any forested areas and provided further that such events are consistent with the Purposes of this Grant and the Management Plans.

8. The right to construct, maintain, repair and use unpaved parking lot(s) on the Protected Property, including associated access drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantor shall first obtain the prior written approval of Grantees for the location and size of such unpaved parking lots on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that such location and use shall be consistent with the Management Plans and the Purposes of this Grant.

9. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education); provided that such structures comply with the requirements of this Section III(9) and the number and location of such structures, drives and utilities are consistent with the Purposes of this Grant, Section III(5), and Sections V and VI, below, and the Management Plan.

10. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected only for community and public recreation, education or entertainment events on the Protected Property (including, but not limited to, children's activities, concerts, fairs and celebrations) or such fees are reasonably necessary to support Grantor's management of the Protected Property. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plan. Notwithstanding the foregoing, the Grantor must provide some form of meaningful public access on the Protected Property without charging a fee, such as dispersed pedestrian access.

11. The right to conduct and authorize temporary commercial and non-commercial uses of the Protected Property, provided that such uses (i) do not unreasonably interfere with the access of the general public to the Protected Property, (ii) do not materially detract from the Purposes of this Grant, and (iii) are detailed in an approved Management Plan described in Section IB of this Grant.

#### **IV. Public Access.**

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized dispersed recreational and educational purposes (including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

**V. Dry Red Oak – White Pine Forest Ecological Protection Zones.**

The Ecological Protection Zone comprises two state-significant areas of Dry Red Oak-White Pine Forest on south-facing ridges on the Protected Property. The Ecological Protection Zone consists of approximately 12.5 acres, more or less, distributed across these ridges in multiple patches, and is generally depicted as “Dry Red Oak - White Pine Forest EPZ” on the Hinesburg Town Forest Conservation Plan (hereafter the “Dry Oak-Pine EPZ”). The boundaries of the Dry Oak-Pine EPZ may be changed from time to time by mutual agreement of Grantor and Grantees, as established by a written agreement recorded in the Hinesburg Land Records and depicted on a new Farm Plan signed by Grantor and Grantees. Within the Dry Oak-Pine EPZ, the goals, prescriptions, and restrictions of this Section V are in addition to the provisions of Sections II and III of this Grant, and where inconsistent, the provisions of this Section shall control.

Within the Dry Oak-Pine EPZ the following shall apply:

1. Protection of the Dry Red Oak-White Pine Forest, as well as the natural communities that naturally develop in the future in the Dry Oak-Pine EPZ, and the ecological processes that sustain them, shall be Grantor’s and Grantees’ highest priority in approving and conducting all activities.
2. All management activities, including without limitation forest management, recreational management and ecological management, shall focus on the goals of a) maintaining soil integrity, natural hydrology, and water quality values, and b) maintaining the natural structure and species composition of the natural communities present or communities that may develop naturally over time, informed by the best current ecological science.
3. All forest management activities shall be conducted pursuant to a forest management plan that is consistent with the Purposes of this Grant and this Section V. Any such activities shall employ all applicable recommended practices described in the regulations entitled “Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont,” a Vermont Department of Forests, Parks and Recreation publication dated August 11, 2018, as may be amended from time to time (the “AMPs”) or such successor standard approved by Grantees. Management of the Dry Oak-Pine EPZ shall be informed by the best current ecological understanding of the unique characteristics at this site and the natural communities it supports. Silvicultural methods shall strive to mimic the natural, low-intensity disturbance regime specific to the Dry Red Oak-White Pine Forest as well as natural communities that naturally develop in the future in this physical setting.
4. Grantees’ approval of a forest management plan submitted pursuant to this Section V and Section III, above, shall not be unreasonably withheld or conditioned; provided that such plan: (i) is consistent with the Purposes of this Grant and with the provisions of this Section V; and (ii) such plan has been approved by a professional forester.
5. Limited agricultural activities consistent with the Purposes of this Grant and with the provisions of this Section V may be permitted in Grantees’ sole discretion.
6. In the context of acting under this Section V, Grantor and Grantees may confer about what constitutes the best available ecological science; provided that, Grantees’ interpretation thereof shall control.



**VI. Vernal Pool Ecological Protection Zone.**

The Vernal Pool Ecological Protection Zone consists of three vernal pools and the area around them which is described below and generally depicted as “EPZ Primary Zone” and “EPZ Secondary Zone” on the Hinesburg Town Forest Conservation Plan (together hereinafter referred to as “the Vernal Pool EPZ”). The purpose and goal of the Vernal Pool EPZ is to provide and maintain high quality amphibian habitat, including critical breeding habitat (“the Goals”), by promoting and maintaining high levels of shade and coarse woody material. The Grantees, in their sole discretion, may release from the provisions of this Section VI all or a portion of the Vernal Pool EPZ if the Grantees determine that it ceases to function in a way that meets the Goals, or if the Grantees determine that new scientific knowledge indicates that the limitations and restrictions of this Section are no longer necessary to meet the Goals.

The Vernal Pool EPZ Primary Zone shall be subject to the following limitations and restrictions which shall supersede the provisions of Sections II and III of this Grant, and where inconsistent, the provisions of this Section VI shall control.

**Vernal Pool EPZ Primary Zone:** Each vernal pool and the area within its surrounding 100-foot radius as measured from each pool’s edges is the Primary Zone of the Vernal Pool EPZ. There shall be no agricultural activity within the Primary Zone other than the collection of maple sap for maple sugaring operations which may be approved or conditioned by Grantee in its sole discretion. No new structures, land disturbance or improvements, with the exception of pedestrian trails as provided for in in this Grant, shall be permitted within the Primary Zone. Within the Primary Zone there shall be no removal of standing timber or downed wood or disturbance to the pool’s hydrology. The only forest management activities which may take place within the Primary Zone, after first receiving the written approval of the Grantees, which may be granted, conditioned or denied in Grantees’ sole discretion, shall be the control of exotic species and activities that enhance amphibian habitat. Any existing structures, roads and log landings may remain but only in their current locations and shall not be altered, expanded or improved beyond their current condition, but relocation may be permitted with the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees’ sole discretion. New roads for timber harvest may be approved within the Primary Zone by the Grantees if in their sole discretion they determine that there is no other location that can practically meet the same purpose.

In the event a total prohibition against harvesting and limitations upon forest management activities within the Primary Zone affects the eligibility of the Primary Zone for enrollment in the State of Vermont’s Use Value Appraisal program, or similar successor program, then those foregoing restrictions which affect such eligibility shall not apply and, instead, only such minimal harvesting and other forest management activities as are required to maintain such eligibility shall be permitted within the Primary Zone.

The Vernal Pool EPZ Secondary Zone shall be subject to the following additional element of the forest management plan required of this Grant:

**Vernal Pool EPZ Secondary Zone:** The Secondary Zone of the EPZ is the forested area

lying within an additional 500-foot zone outward from each Primary Zone, except, however, the western corner of the Secondary Zone, located near Town Highway #19, is less than 500 feet outward from the Primary Zone, as depicted on the Hinesburg Town Forest Conservation Plan. Within the Secondary Zone firewood may be harvested as permitted under Section III(3), above. Other timber harvesting is permitted but amphibian habitat needs, such as coarse woody debris and shade, shall be addressed in the preparation of forest management plans which shall explicitly state what prescriptions have been imposed to protect and enhance amphibian habitat.

#### **VII. Enforcement of the Covenants and Restrictions.**

Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. If Grantees, in their sole discretion, determine that the event or circumstance of non-compliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as provided in the Purposes of this Grant, then Grantees may pursue their rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantees to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantees' request, reimburse Grantees for all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If such court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including Grantees' staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that Grantees initiate litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee who commenced the court proceedings shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

Grantor is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and Grantees shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantees shall

not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantees in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantees promptly upon learning of them. Nor shall Grantees institute any enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

Grantees shall have the right, but not the obligation, to pursue all legal and equitable remedies against any third party responsible for an event or circumstance of non-compliance with this Grant and Grantor shall, at Grantees' direction, assign its right of action against such third party to Grantees, join Grantees in any suit or action against such third party, or appoint Grantees its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including but not limited to, injunctive relief, as the court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings.

No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance shall have occurred after termination of said prior owner's ownership of the Protected Property.

#### **VIII. Miscellaneous Provisions.**

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing one of the other Grantees herein or another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantor shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. When Grantees have authorized a proposed action requiring approval under this Grant, Grantees shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

2. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by Grantees collectively, or by any single Grantee individually, provided that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantees who shall be bound by the final determination.

3. It is hereby agreed that the construction of any buildings, structures or

improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Hinesburg and the State of Vermont and at Grantor's sole expense.

4. Grantees shall transfer the development rights, public access easement, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

5. In the event the development rights or conservation restrictions conveyed to Grantees herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantees using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal obtained at the direction of either Grantor or Grantees in the year of extinguishment. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, cultural, educational, scientific, forestry, and natural resources of the State through non-regulatory means.

6. Without limiting the restrictions contained in Section II(6) of this Grant, in any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, the Town of Hinesburg. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc. and Vermont Housing and Conservation Board.

8. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

9. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board and the Vermont Land Trust, Inc.

10. Grantor warrants that Grantor has no actual knowledge of a release or threatened release or hazardous substances or wastes on the Protected Property.

11. During the term of Grantor's ownership, Grantor shall hold harmless, indemnify and defend Grantees against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantees may be subjected, including, but not limited to, those arising from any

solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of said Grantor as owner or operator of the premises, or those of said Grantor's agents.

12. Grantor and Grantees recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantees; provided that Grantees determine in their sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantees, and shall be recorded in the Town of Hinesburg Land Records. Notwithstanding the foregoing, Grantor and Grantees have no right or power to agree to any amendment that would limit the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantee under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

13. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidation of any provision hereof shall not affect any other provision of this Grant.

14. It is further agreed that the Protected Property is accurately depicted and described in both the Hinesburg Town Forest Conservation Plan and a Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee Vermont Land Trust, Inc. Grantees may use the Hinesburg Town Forest Conservation Plan or BDR in enforcing this Grant, but are not limited in their use of the Hinesburg Town Forest Conservation Plan and BDR to show a change of conditions.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT HOUSING AND CONSERVATION BOARD, and VERMONT LAND TRUST, INC., their respective successors and assigns, to their own use and behoof forever, and the said Grantor, the TOWN OF HINESBURG, on behalf of itself and its successors and assigns, does covenant with the said Grantees, their successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those presently of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

I, \_\_\_\_\_, duly authorized agent of the Town of Hinesburg, has executed this Grant on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**GRANTOR  
TOWN OF HINESBURG**

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, SS.

At \_\_\_\_\_, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, duly authorized agent of the Town of Hinesburg, and acknowledged this instrument, by said person sealed and subscribed, to be said person's free act and deed, and the free act and deed of the Town of Hinesburg, before me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Vermont  
Commission No. \_\_\_\_\_  
My Commission Expires: 01/31/2023

**Approved by the VERMONT LAND TRUST, INC.:**

\_\_\_\_\_  
By: \_\_\_\_\_

Date

Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, SS.

At \_\_\_\_\_, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, duly authorized agent of the Vermont Land Trust, Inc., and acknowledged this instrument, by said person sealed and subscribed, to be said person's free act and deed, and the free act and deed of the Vermont Land Trust, Inc., before me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Vermont  
Commission No. \_\_\_\_\_  
My Commission Expires: 01/31/2023

**Approved by the VERMONT HOUSING AND CONSERVATION BOARD:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

At Montpelier, Vermont, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Lawrence W. Mires, duly authorized agent of the Vermont Housing and Conservation Board and acknowledged this instrument, by said person sealed and subscribed, to be said person's free act and deed, and the free act and deed of the Vermont Housing and Conservation Board, before me.

\_\_\_\_\_  
Print Name: Elizabeth M. Egan  
Notary Public, State of Vermont  
Commission No. 157.0002746  
My Commission Expires: 01/31/2023

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**SCHEDULE A  
PROTECTED PROPERTY**

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by the following:

1. Administrator's Deed of H.A. Bailey in the Estate of Felix Martin dated May 25, 1937 and recorded in Book 26 at Page 201 of the Town of Hinesburg Land Records.
2. Warranty Deed of Fred Judas dated September 27, 1937 and recorded in Book 27 at Page 20 of the Town of Hinesburg Land Records.
3. Warranty Deed of Clarence Blodgett dated April 25, 1941 and recorded in Book 27 at Page 99 of the Town of Hinesburg Land Records.
4. Warranty Deed of Daisy Verboom and Marien Verboom dated October 6, 1948 and recorded in Book 27 at Page 168 of the Town of Hinesburg Land Records.
5. Warranty Deed of Herbert H. Germain dated October 29, 1954 and recorded in Book 29 at Page 461 of the Town of Hinesburg Land Records.
6. Quit Claim Deed of Charles S. Hayden dated January 14, 1958 and recorded in Book 30 at Page 197 of the Town of Hinesburg Land Records.
7. Warranty Deed of Plant & Griffith Lumber Co. dated April 8, 1958 and recorded in Book 30 at Page 211 of the Town of Hinesburg Land Records.
8. Warranty Deed of Carse Land Company, LLC, dated on or about even date herewith and recorded in Book \_\_\_ at Page \_\_\_ in the Town of Hinesburg Land Records.

**Excepted and excluded** from this description of the Protected Property is a 0.5 acre parcel of land located \_\_\_ and more particularly described as follows, all bearings referenced to "Grid North":

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying north of Town Highway #33 (also known as Lincoln Hill Road) and on both sides of Town Highway #19 (also known as Hayden Hill Road), in the Town of Hinesburg, Vermont, and generally described as containing 1,125 acres, more or less.

**NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat.** The Grantor and Grantees have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Hinesburg Town Forest Property, Town of Hinesburg, Chittenden Co.,



VT, \_\_\_\_\_ 202\_\_” signed by the Grantor and Grantees (referred to throughout this Grant and its Schedules as “Hinesburg Town Forest Conservation Plan”). The Hinesburg Town Forest Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantees at the time of the Plan’s preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Hinesburg Town Forest Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Hinesburg Town Forest Conservation Plan is kept by the Vermont Land Trust, Inc. in its Stewardship Office. **The Hinesburg Town Forest Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

Grantor and Grantees do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantees shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

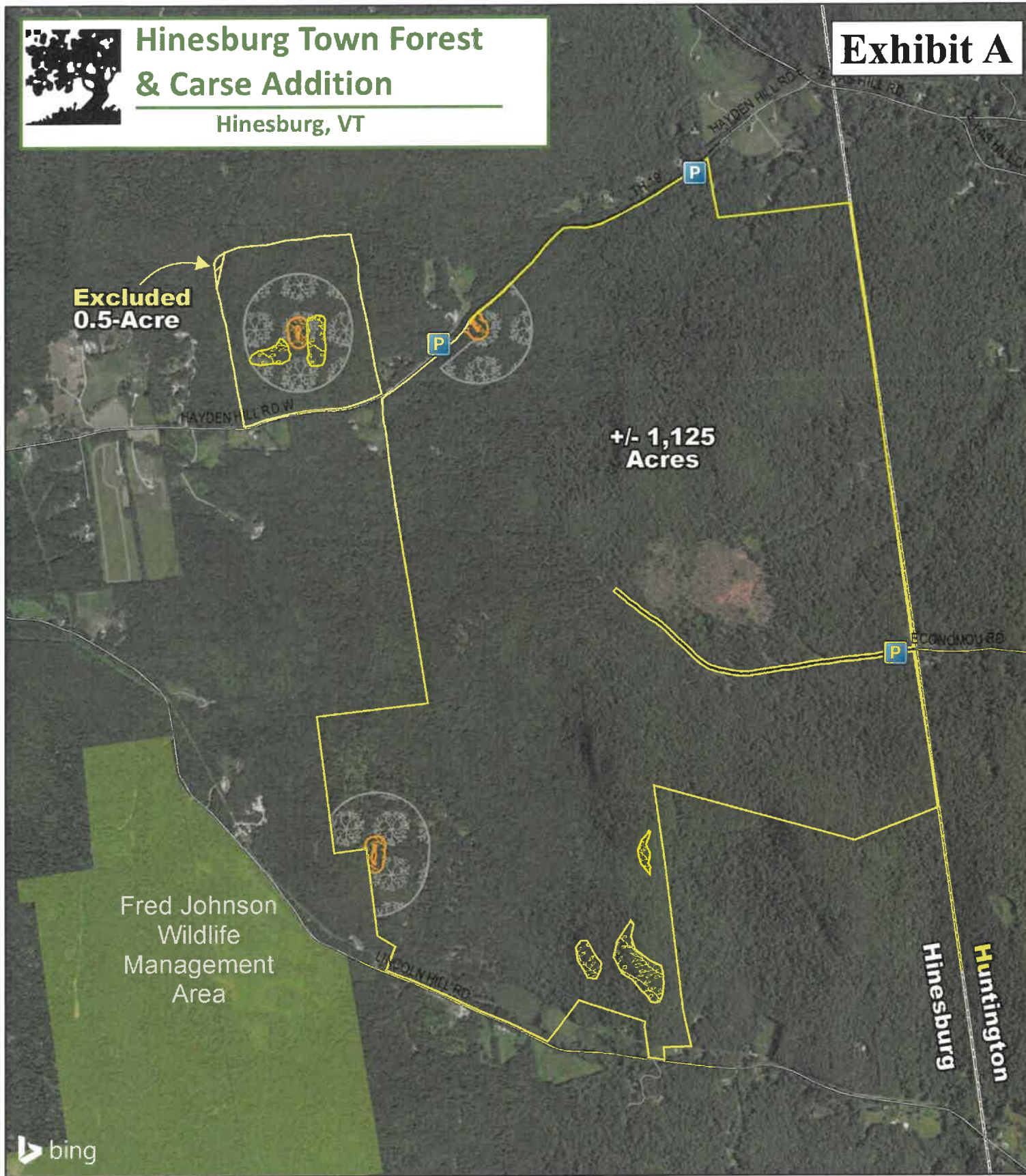
Reference may be made to the above described deed and record, and to the deeds and records referred to therein, in further aid of this description.









# Hinesburg Town Forest & Carse Addition

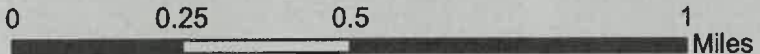
Hinesburg, VT

## Exhibit A



-  Hinesburg Town Forest & Carse
-  Excluded Land
-  Red Oak-White Pine Protection Zone
-  Vernal Pool Protection Zone
-  Vernal Pool Secondary Zone

-  Parking



**DECEMBER 9, 2021**  
**TOWN OF HINESBURG**  
**NOTICE OF CONVEYANCE OF INTEREST IN MUNICIPAL REAL ESTATE**

**NOTICE IS HEREBY GIVEN TO THE LEGAL VOTERS OF THE TOWN OF HINESBURG**, in accordance with 24 V.S.A. § 1061(a)(1), that the Town of Hinesburg (the “Town”) proposes to convey to Vermont Land Trust, Inc., and the Vermont Housing and Conservation Board in consideration of \$10.00 and other valuable consideration, the development rights, perpetual conservation easement restrictions, and a public access easement to, on and over property commonly known as the “Town Forest” and certain property to be acquired from Carse Land Company, LLC by Warranty Deed in consideration of \$305,000.00, of which the Town of Hinesburg will pay \$20,000.00. The lands subject to the conveyance are more particularly described as follows:

All and the same lands and premises, including farm buildings, lying on both sides of Hayden Hill Road, conveyed to the Town by the following: 1) Administrator’s Deed of H.A. Bailey in the Estate of Felix Martin dated May 25, 1937 and recorded in Book 26 at Page 201 of the Town of Hinesburg Land Records; 2) Warranty Deed of Fred Judas dated September 27, 1937 and recorded in Book 27 at Page 20 of the Town of Hinesburg Land Records; 3) Warranty Deed of Clarence Blodgett dated April 25, 1941 and recorded in Book 27 at Page 99 of the Town of Hinesburg Land Records; 4) Warranty Deed of Daisy Verboom and Marien Verboom dated October 6, 1948 and recorded in Book 27 at Page 168 of the Town of Hinesburg Land Records; 5) Warranty Deed of Herbert H. Germain dated October 29, 1954 and recorded in Book 29 at Page 461 of the Town of Hinesburg Land Records; 6) Quit Claim Deed of Charles S. Hayden dated January 14, 1958 and recorded in Book 30 at Page 197 of the Town of Hinesburg Land Records; 7) Warranty Deed of Plant & Griffith Lumber Co. dated April 8, 1958 and recorded in Book 30 at Page 211 of the Town of Hinesburg Land Records; as well as 8) 291 acres, more or less, lying northerly of Lincoln Hill Road and abutting the present southern and western boundaries of the Town Forest, to be acquired by Warranty Deed from Carse Land Company, LLC to the Town of Hinesburg, and recorded in the Town of Hinesburg Land Records;

Excepted and excluded from this description is a .5 acre section, more or less, in the northwest corner of the land conveyed to the Town by Quit Claim Deed of Charles S. Hayden dated January 14, 1958 and being a one-half (0.5) acre parcel of land located northerly of Hayden Hill Road West. The excluded section is more particularly described as being all of the lands n/f of the Town of Hinesburg located northwesterly of an “old wire fence on ground” as depicted on a survey titled, “Transfer of Land to Adjoiner, R. & J. Francis, J. & R. DeVoid and N. & P. Francis, co-owners, to Nolan & Pamela Francis, Hayden Hill Road West, Hinesburg, VT” by George C. Bedard, dated February 22, 2007 and recorded in Slide 170B of the Town of Hinesburg Land Records.

The amount of land subject to the proposed conveyance to Vermont Land Trust, Inc. and the Vermont Housing and Conservation Boards is 1,125 acres, more or less.

Pursuant to 24 V.S.A. § 1061, this notice is posted at three regular posting places in the Town of Hinesburg and published in the *Hinesburg Citizen*, a newspaper of general circulation within the Town of Hinesburg on December 9, 2021.

If a petition signed by 5% of the legal voters of the Town of Hinesburg objecting to this conveyance is presented to the Town Clerk within 30 days of the date of the posting and publication of this notice, then the Town will cause the question of whether to sell the property as set forth above at a special or annual meeting called for that purpose.

The Selectboard has authorized the Selectboard Chair to effectuate the conveyances, unless a petition in accordance with 24 V.S.A. § 1061 (a) is presented to the Town Clerk by 4:00 PM on January 10, 2022.

**THIS IS NOT A SOLICITATION FOR BIDS, NOR AN OFFER TO SELL THIS REAL ESTATE TO ANY PERSON ON ANY PARTICULAR TERMS OR CONDITIONS.**

Dated at Hinesburg, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By:

\_\_\_\_\_  
Merrily Lovell  
Selectboard Chairperson

171 towns or through assessed per capita fees or through property tax dollars, though she did note  
172 that CSWD does receive grants from the state.

173

174 She outlined the Fiscal Year 2022 budget, noting that CSWD is anticipating revenue of  
175 \$12,954,793, which they believe is a conservative amount, and expenditures of \$12,323,072.  
176 She noted that the gap between revenue and expenditures will be divided among reserve  
177 funds and that they are proposing only minor fee increases. She said that they are anticipating  
178 robust sales for compost and recycling, due to high demand for cardboard and residents'  
179 increased interest in home gardening. She noted that Hinesburg has \$3,000 available in  
180 funding to spend on community clean-up activities and events and will be receiving another  
181 \$1,000 in July for any project in town that is solid waste related (like tire cleanup and waste  
182 reduction).

183

184 Mike moved that the Selectboard approve the Chittenden Solid Waste District budget for  
185 Fiscal Year 2022 as presented, seconded by Merrily and approved with 5 yes votes.

186

#### 187 **Consider Approving DRB Conditional Use Approval Application**

188

189 Todd noted that this would be for work on the wastewater treatment plant that would  
190 commence this fall.

191

192 Phil moved that the Selectboard approve submitting a conditional use approval application to  
193 the Development Review Board for Phase I of the Wastewater Improvement Project, seconded  
194 by Mike and approved with 5 yes votes.

195

#### 196 **Request for Selectboard Support of Carse Property Acquisition and Conservation of HTF**

197

198 Todd provided an overview about the incorporation of the Carse property into the Town of  
199 Hinesburg. He noted that the Town will acquire the property and it will become part of the  
200 Town Forest. He also noted that there has been significant conversation on how to fund this  
201 purchase. He said that some of the funding (around \$20,000) could come from the  
202 Conservation Fund as well as a proposal that it could come from the Hinesburg Forest  
203 Committee. He further noted that the Town has received feedback from the Hinesburg Land  
204 Trust, Forest Committee, Conservation Committee, and Trails Committee, and that they are all  
205 in favor of moving forward with the purchase.

206

207 Merrily moved that the Selectboard support the acquisition of the Carse Property, seconded  
208 by Mike and approved with 5 yes votes.

209

210 Phil asked about the oversight of the property to ensure proper conservation. Bob Heiser of  
211 the Vermont Land Trust replied that conservation easement would conserve the town forest  
212 and the new land as a town forest, and protect key resources (such as areas around streams  
213 and uncommon natural communities) and public access. He said that it would require a  
214 management with community input.

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Merrily asked if logging is allowed. Bob replied yes, at the discretion of the community through an approved forest management plan. Merrily asked about recreation. Bob said that for pedestrian uses, the land will be open, but for activities such as mountain biking and snowmobiling, access could be at the community's discretion.

Peter voiced strong support for this acquisition, as it would widen the trail network around town and it would support good conservation of wild lands and areas.

Merrily moved that the Selectboard supports conserving the Carse Property in Hinesburg Town Forest through a conservation easement held by the Vermont Land Trust and the Vermont Housing and Conservation Board, seconded by Mike and approved with 5 yes votes.

Merrily moved that the Selectboard utilize the section of law that allows it to make the decision to acquire the Carse Property but allows the voters an opportunity to petition for a vote on that decision, seconded by Phil and the motion was withdrawn.

Todd clarified that the Selectboard would not be signing an easement tonight, but provide direction once it is signed as to who ultimately approves it—the Selectboard itself or the voters, through a notice that they have a certain amount of time to submit a petition regarding that easement.

Phil moved that the Selectboard would make the decision to grant the easements for this property with the understanding that the Town has the opportunity to petition that decision, seconded by Merrily and approved with 5 yes votes.

Merrily moved that the Selectboard contribute \$20,000 of Town Forest funds toward this project, seconded by Phil and approved with 5 yes votes.

#### **Consider Approving Extension of Transport Contract w/ St. Michael's Fire and Rescue**

Phil said that the St. Michael's College Fire and Rescue is contracting its service area, which put Hinesburg in need of finding alternative ambulance transport services. He said that the Town will move forward with its own ambulance transportation service, but that it is not ready yet and does not want there to be a gap in services. He noted that the agreement with St. Michael's is an extension of an existing contract to provide those services, and will continue at the cost of \$3,000 per quarter.

Phil moved that the Selectboard approve a contract extension with St. Michael's College Fire and Rescue, Inc., for EMS transport services for the period beginning July 1, 2021 and ending September 30, 2021, and authorize Todd Odit to execute the extension on behalf of the Selectboard, seconded by Mike and approved with 5 yes votes.

#### **Review Employee Personal Use of Social Media Draft Policy**

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** HTF INTERIM MANAGEMENT PLAN  
**DATE:** 11/17/2021

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**ISSUE:**

The issue is whether the Selectboard will approve the Interim Management Plan which covers the Carse addition to the Town Forest.

**DISCUSSION:**

A management plan is required to cover the 291-acre Carse parcel addition to the Town Forest. The Town Forest Committee held a public hearing on the plan on November 11, 2021. The Committee is now recommending Selectboard adoption of the plan.

**COST:**

N/A

**RECOMMENDATION:**

It is recommended that the Selectboard approve the Interim Management Plan which covers the Carse addition to the Town Forest.

Hinesburg, Vermont

**Interim Management Plan for the Carse Addition to  
the Hinesburg Town Forest**



Revision: First Draft

This Plan has been approved by:

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Selectboard Chair

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Vermont Lant Trust

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Date

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Date



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# 1. Overview & Summary

## *a. Introduction*

Since the mid 1900s, Henry Carse owned and oversaw the management of a 1,000 acre forested parcel on Lincoln Hill Road in Hinesburg. Upon Henry's death the land became jointly owned by his descendants who in 2020 decided to sell the property. One of the current owners purchased approximately two thirds of the parcel that is located on the south side of Lincoln Hill Road. The Carse family offered to sell the remaining 291 acres on the north side of the road to the Town of Hinesburg rather than listing it on the open market. The land borders the 837 acre Hinesburg Town Forest (HTF) on two sides and has existing trails that cross uninterrupted into that forest. The Town expressed its interest in acquiring the land and combining it with the existing Town Forest. In this document the 291 acre parcel will be hereafter referred to as the Carse Addition (to the HTF). Funding the purchase requires conserving the Carse Addition and the existing HTF. With the leadership of the Vermont and Hinesburg Land Trusts, the Town pursued that opportunity and together the organizations put together the necessary funding to complete the purchase and conservation effort. The Town is grateful to the Hinesburg Land Trust (HLT), Vermont Land Trust (VLT) and Vermont Housing & Conservation Board (VHCB) and all those who worked on and donated to this project.

The Carse Addition connects the HTF to the 1,172 acre Fred Johnson Wildlife Management Area, and the 700+ acre parcel retained by the Carse family. Conservation of the HTF and Carse Addition and their connection to existing conserved land fulfill a significant need to retain valued natural areas to sustain wildlife habitat, water quality, and natural plant and forest communities. The conservation effort aligns with the State's Conservation Design Plan to protect Priority Interior Forest Blocks and Priority Connectivity Blocks.

The Carse Addition maintains outdoor recreation opportunities by retaining connectivity between the 15 miles of existing recreation trails in the Town Forest and 10 miles of trails on the parcel still owned by the Carse family.

## *b. Vision*

The Town's vision for the Carse Addition is that it be used by the public as a place for recreation, quiet solitude, demonstration of sustainable forestry, water quality protection, carbon storage, and public education.

## *c. Natural Resources*

The HTF and Carse Addition include over 3.5 miles of headwater streams, several vernal pools, wetlands, and areas of Dry Red Oak - White Pine Forest, an uncommon natural community in Vermont.

## *d. Management Goals*

- The land will be managed in compliance with the Conservation Easement.
- Natural processes will be allowed to govern the ecosystems function on the parcel. To the extent possible, active management will be modeled on these processes.
- Access will be provided to the public for non-motorized, non-commercial recreational opportunities.

## 2. Vision, Process, and Responsibilities

### a. Overall Vision for Community Lands

The purpose of this Interim Management Plan for the Carse Addition is to provide guidance for the stewardship and use of the Carse Addition from the date of its acquisition until the approval of an updated Management Plan for the entire Hinesburg Town Forest in 2023 (the “Interim Management Plan Period”). Until that time the Interim Management Plan will be an addendum to the 2012 Hinesburg Town Forest Management Plan.

The Carse Addition has diverse and functioning natural communities and wildlife habitat that include headwater streams, wetlands, vernal pools, and areas of Dry Oak-White Pine Forest, an uncommon natural community in Vermont. There are three existing trails on the property. The Town’s vision for the Addition is that it be used by the public as a place for recreation, quiet solitude, demonstration of sustainable forestry, water quality protection, carbon storage, and public education. The land will be managed in compliance with the Conservation Easement and in such a way to provide stewardship of the natural resources and non-motorized, non-commercial recreational opportunities.

### b. Development Process for the Management Plan

This Interim Management Plan was written by the Hinesburg Town Forest Committee with consideration given to the Conservation Easement held jointly by the Vermont Housing and Conservation Board (VHCB) and the Vermont Land Trust (VLT).

Within the last year the public had several opportunities to learn about the acquisition and conservation project including an article in *The Record*, Hinesburg’s local newspaper, that is mailed to every resident, public meetings in August and November 2021, two warned Selectboard meetings, and multiple warned Town Forest Committee meetings. The Interim Management Plan will serve as the management plan for the Carse Addition until 2023 when a new version of the Hinesburg Town Forest Management Plan will be written and approved that includes the Addition. The Town Forest Committee held a warned Public Hearing on this Interim Management Plan before submitting it to the Selectboard for review and approval. HLT, VLT and the VHCB had an opportunity to review and recommend changes to the plan.

### c. Responsibilities

The Selectboard has given the Town Forest Committee the mission of providing stewardship, in consultation with the Chittenden County Forester, of the Hinesburg Town Forest, including the Carse Addition. The Town Forest Committee is charged with implementing the approved HTF Management Plan.

The Town Forest Committee values its partnerships with the Hinesburg Trails Committee and the Fellowship of the Wheel (FOTW) who build and maintain trails and help communicate with the public. The Town website, Front Porch Forum, and *The Hinesburg Record* are important media for communication, along with the kiosks at trailheads.

## 3. Property Description

The property is located on the north side of Lincoln Hill Road in Hinesburg, VT. It adjoins and has become part of the Hinesburg Town Forest. The property is a south facing forested bowl with ridges on the east, north and west and a beaver influenced wetland on most of the southern boundary by Lincoln Hill Road. Access is via the HTF or Lincoln Hill Road.

The most notable features of the property are noted under Natural Resources, Public Access, and Recreation sections below.

The boundaries of the addition have not been painted, but an immediate Management Plan Goal is to locate and paint the boundaries.

In the interest of good neighborly relations the Town Forest Committee will connect with adjoining landowners to hear any concerns they might have.

#### *a. Property history*

Pre-European settlement the land was used by Indigenous people passing through the area for hunting and gathering.

A few settlers moved to Hinesburg before the Revolutionary War. The Town's population grew rapidly after the Revolutionary War. The area was farmed and grazed and used for timber through the 19<sup>th</sup> and early 20<sup>th</sup> centuries, as evidenced by old stone walls.

More recently, it has been used for timber and recreation.

It would be interesting to learn more specifics about the history and culture of the area.

One particular question of note is discussed in section 5. h. of this Interim Management Plan.

The Carse Land Company (CLC) sold its land on Lincoln Hill Road in Hinesburg, with the southern 700 acres being sold to a family member and the northern 291 acres being sold out of the family to the Town of Hinesburg. The Carse land had been managed according to a Forest Management Plan under Current Use enrollment. The land has been used recently for forestry and for recreation, including hunting. The former owners gave FOTW permission to build trails.

-Because it has remained undeveloped, the property has contributed to water quality protection and provided wildlife habitat.

#### *b. Current Uses of the Property*

The land is currently used for recreation, mountain biking, hiking, snowshoeing, skiing, bird watching, wildlife viewing and hunting. A VAST trail cuts through a corner of the property.

There has, within the last year, apparently been a bit of motorized dirt bike riding on the property. The Town Forest Committee will take steps to address and prevent this use which is out of compliance with the conservation easement.

Other than the trails there are no physical improvements on the property.

The land is located in the Rural Residential 2 zoning district, the purpose of which is: "To promote sustainable forest-based land uses (e.g., timber & fuel wood production, recreation, sugaring, biodiversity & wildlife habitat protection, etc.) on land so suited, and allow for low density rural development that preserves important natural and cultural resources. Forests, dynamic topography, and large blocks of conserved public land (e.g., Town Forest, Fred Johnson Wildlife Management Area) dominate this district, and help define a critical aspect of Hinesburg's rural character."

## 4. Natural Resources

The Carse Addition and HTF represent over eleven hundred acres of contiguous forestland in Chittenden County and in a Priority Interior Forest Block identified in the Vermont Conservation Design plan. The combined land includes over 3.5 miles of headwater streams, several vernal pools,

wetlands, and areas of Dry Red Oak - White Pine Forest, an uncommon natural community in Vermont.

## 5. Management Goals and Objectives

The goals for the management of the Carse Addition to the Hinesburg Town Forest (HTF) are to manage the Addition in such a way to provide stewardship of the natural resources and non-motorized, non-commercial recreational opportunities. These goals are consistent with the Conservation Easement and the current management goals of the HTF Management Plan. All of the goals are of equal importance, and therefore, do not represent any priority in the order they are presented.

- Use the forest as a model and example of the value of forests to the community, including promotion of educational and community uses that are compatible with other management goals.
- Protect water quality.
- Maintain and enhance ecological connections between the Carse Addition and the larger landscape.
- Monitor and respond to changes.
- Allow natural processes to govern the Carse Addition ecosystems and model any active management on these processes to the extent possible.
- Maintain the forest in at least its present parcel size and configuration.
- Demonstrate sustainable forestry practices that protect and enhance the ecosystem function and health.
- Protect and promote the natural and human made elements of historic and environmental significance for educational and cultural purposes.
- Protect and/or enhance habitat for native species, including game and non-gamewildlife.
- Manage the allowed uses of the forest in such a way that they appropriately minimize the adverse effect on the rural residential nature of the neighborhood.
- Manage non-commercial, recreational opportunities that are not incompatible with the other management plan goals.

### *a. Public Access and Recreation*

#### *Access*

The land has popular, multi-use trails for non-motorized non-commercial recreation. These trails connect to trails in the rest of the Town Forest, privately owned land to the south on the retained Carse lands (10 miles of trails), and to privately owned land to the north at the Sleepy Hollow Bike and Ski Center (20 miles of trails). The trails on the HTF and Carse Addition are the core connection in this statewide significant recreational destination of approximately 45 miles of connected trails. The Hinesburg Town Forest has access points on Economou Road and Hayden Hill Road, and the Carse Addition provides access on Lincoln Hill Road.

There is also a VAST trail on the property, connecting to the VAST network.

Hunting is allowed on the property according to State Regulations. An immediate Management Plan Goal is to establish Safety Zones around the residences on adjacent property. For the last few years the Town Forest Committee, in an attempt to use hunters as a management tool to prevent overbrowsing by deer, has closed the forest to non-hunting uses for portions of the deer hunting seasons. The Committee may continue to do so in attempt to maintain the ecological integrity of the forest.

Parking has been available on small pull offs on Lincoln Hill Road. At this time, the Forest Committee does not plan to develop a parking area.

A second immediate Management Goal is to build and install signs or small kiosks to identify the land as part of the Hinesburg Town Forest and indicate the trails and the permitted and prohibited uses.

### Trails

There are three existing trails as indicated on the Parcel and Trail map in [Appendix E](#). Two, Dragon's Tail and Back Door are built and maintained by FOTW. A third, CPR, is in fact a well built trail, which the Town will formalize, maintain, and include on its Hinesburg Area Recreation Trail (HART) maps. The Town Forest Committee in collaboration with FOTW and the Trails Committee takes responsibility for managing any user conflicts, based on the uses that are permitted and prohibited in the Conservation Easement and Management Plan. Trails will only be added with permission of the Town Forest Committee. No new trails on the Carse Addition will be permitted under this Interim Management Plan. Any informal "social" trails will be assessed and the Town Forest Committee will decide whether to formalize them either as they are or in a modified form or decommission them.

As mentioned above, there is also a VAST trail that crosses the southeast corner of the property.

### Allowed activities during the Interim Management Plan period

Non-motorized, non-commercial uses such as mountain biking, hiking, snowshoeing, skiing, bird watching, wildlife viewing and hunting are allowed.

Snowmobiling on the VAST trail is also allowed.

The Town and other groups, with the permission of the Town Forest Committee may conduct periodic, temporary, non-commercial, community, and public gatherings and events in the HTF.

### Restricted activities during the Interim Management Plan period

Dogs may be walked if they are under the immediate physical or verbal control of their handlers (maximum of three dogs per handler). Sled dogs that are harnessed to a sled or wagon have no maximum number per handler. Dog owners must be responsible for picking up and safely disposing of their dog's feces in parking areas and trails.

### Prohibited activities during the Interim Management Plan period

Motorized and/or commercial recreation is prohibited. Overnight camping and campfires are prohibited. Horseback riding is prohibited.

## *b. Timber & Other Forest Products*

It is a high priority goal of the Forest Committee to hire a licensed forester to conduct an inventory and assessment of the Carse Addition. An Inventory and Assessment was approved in 2018 for the then 837 acre configuration of the HTF. Any inventory and assessment for the Carse Addition will be reviewed by the Chittenden County Forester and our conservation partners prior to review by the

general public and approval by the Selectboard. Until an approved inventory assessment exists, no timber harvesting will take place on the Carse Addition.

### c. *Wildlife*

- Take opportunities to protect and enhance forest songbird habitat. Use *Silviculture with Birds in Mind: Options for Vermont Foresters in Northern Hardwood Forests* (Vermont Department of Forests, Parks, and Recreation and Audubon Vermont, 2011) as a guide and refer to 2009 Audubon habitat assessment.
- In northern goshawk nesting areas, follow management guidelines to protect and enhance habitat for this species found in *Focus Species Forestry: A Guide to Integrating Timber and Biodiversity Management in Maine* (Bryan, 2004).
- Consider all management activities within the surrounding landscape context (2500 acres). Work to create and/or maintain a forested landscape capable of supporting viable populations of species associated with a variety of forest types, successional stages, and patch sizes (horizontal diversity). Pay special attention to ensuring habitat for species whose life-history requirements include large areas of contiguous forest.
- Enhance vertical structure of forest stands where it is lacking to ensure nesting and foraging habitat for a diversity of breeding forest birds and other wildlife.
- Protect and enhance long-term hard and soft mast production in hardwood stands with significant beech, oak, hickory, cherry and/or apple densities.
- Maintain and regenerate inclusions of softwood cover in predominantly hardwood stands and inclusions of hardwood cover in predominantly softwood stands.
- Manage existing and potential deer wintering areas according to the Vermont Fish and Wildlife Department guidelines.
- Retain a high percentage of trees >24" dbh (diameter at breast height) and at least 1 snag/acre >18" dbh where present. Plan for the recruitment of these sizes, types, and densities of trees into the future.
- Manage for coarse woody debris by retaining material that currently exists and allowing its accumulation where it is currently missing.
- Manage areas around vernal pools consistent with the requirements of the conservation easement.

### d. *Rare Plants, Animals and Natural Communities*

The Dry Oak-White Pine natural communities and the three identified vernal pools will be protected as described in the conservation easement. Any forest management activities planned for these areas will require review and pre-approval by our conservation partners. If there is any uncertainty, the Forest Committee will contact VLT.

### e. *Water Features*

Streams will be protected per the guidelines in the Conservation Easement. As a Management Goal the Town Forest Committee will seek permission to build a bridge or puncheon over the southern end of Back Door trail to reduce erosion and habitat damage to the stream/wetland caused by pedestrian and bicycle traffic.

#### f. Invasive Species

A stipulation of the contract agreement with a licensed forester to conduct an inventory and assessment will be that the assessment include documentation of invasive species found on the property. Invasive plant species have not been noted on the property, but the Town Forest Committee will remain vigilant by continuing to monitor for their presence.

#### g. Education

The HTF, including the Carse Addition, will continue to be used for educational pursuits that include elementary students, high school students, college students, graduate students, and community members. Demonstration forestry in the HTF also provides education to community members and to landowners interested in sustainable management on their own properties.

#### h. Historic and Cultural Resources

At this time there is no known record of significant historic and/or cultural features on the Carse Addition. Given the property's location on Lincoln Hill Road, the history of settlement in that area, and its proximity to the existing HTF, the history of human settlement on the Carse Addition is likely similar to that of the HTF. Significant information of historic and cultural features for the HTF can be found in the Cultural History section of the Landscape Inventory and Assessment, Hinesburg Town Forest 2006 document found on the Hinesburg.org website.

[https://www.hinesburg.org/sites/g/files/vyhlf6691/f/uploads/lia\\_htf.pdf](https://www.hinesburg.org/sites/g/files/vyhlf6691/f/uploads/lia_htf.pdf).

The Forest Committee will discuss making a similar assessment of the Carse Addition a Management Plan goal.

According to Elise Guyette, in *Discovering Black Vermont: African American Farmers in Hinesburgh, 1790-1890* land on Lincoln Hill was partially cleared and settled by free blacks from southern New England in the 1790's. Several families, "... their children and grandchildren, their in-laws and friends, lived, farmed, loved and died in this remote place in northern New England. Here they learned to new ways of living for themselves and their descendants as members of a new class of people – free blacks. Although there were free people of color earlier in the eighteenth century, free blacks as a class had been unheard of in New England before the American Revolution."<sup>1</sup> The Town Forest Committee will contact Elise Guyette to see if she knows if the black settlers owned any of the land that is part of the Carse Addition.

There could be more work to engage with the Abenaki and describe their history in the region as well.

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<sup>1</sup> GUYETTE, ELISE A. *Discovering Black Vermont; African American Farmers in Hinesburgh, 1790-1890*. VERMONT HISTORICAL SOCIETY, 2020.



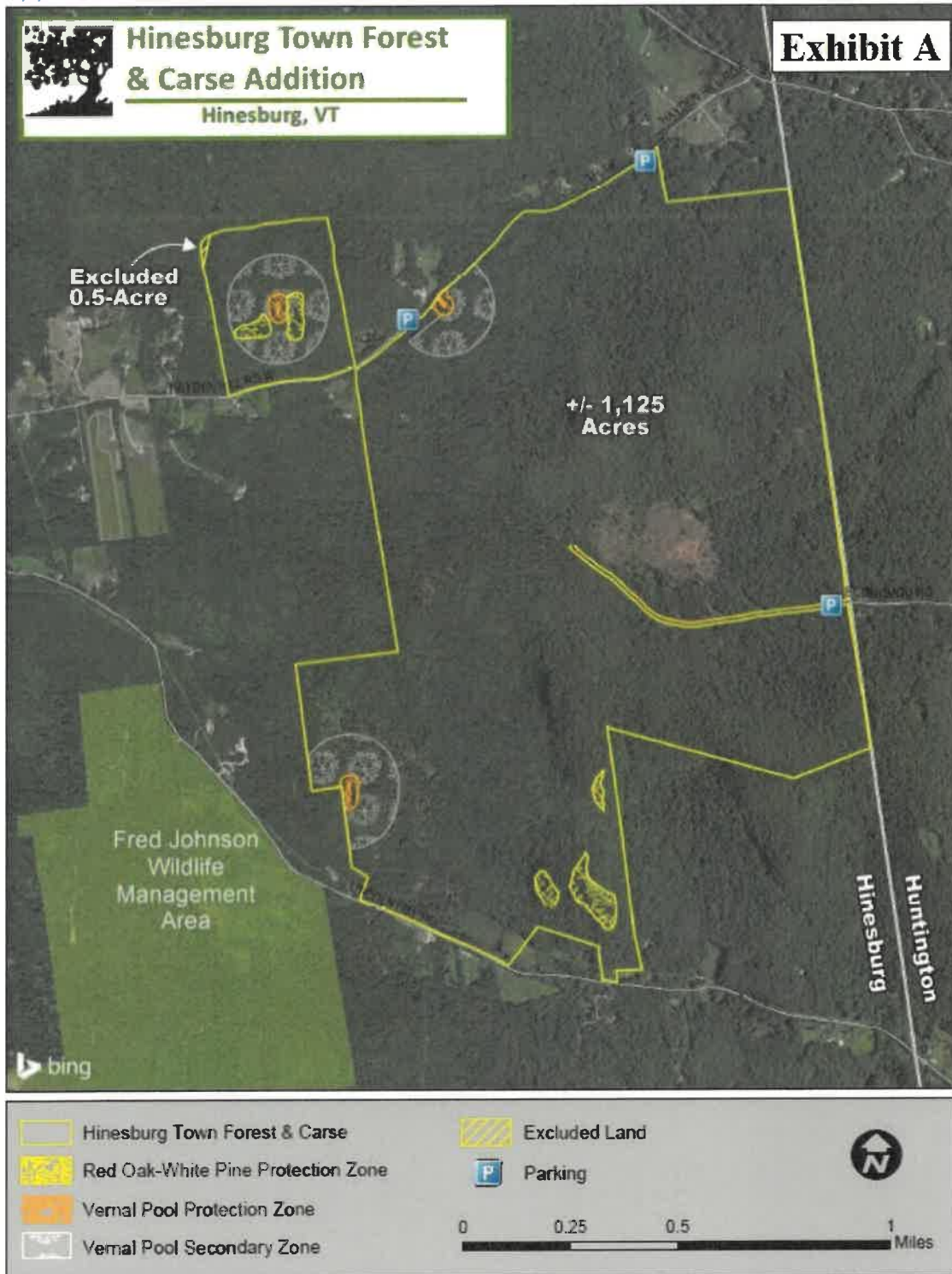
*i. Action Items*

<b>Public Access &amp; Recreation</b>	<b>Target Date</b>	<b>Partners/Funders</b>	<b>Cost</b>
Kiosks or other signage at Lincoln Hill Road	ASAP	Town Forest Committee, volunteers	Approximately \$500
Safety Zones	ASAP	Town Forest Committee	
Take steps to eliminate unauthorized (not snowmobile) motorized recreational use	ASAP	Town Forest Committee	
Assessment of informal trails	Spring 2022	Town Forest Committee	
<b>Timber Management</b>			
Hire a licensed forester to conduct an inventory and assessment of the Carse Addition	2022-2023	Contracted	\$4-5,000
<b>Wildlife</b>			
Identified as part of an inventory and assessment	2022-2023	See Timber Management above	
<b>Water Features</b>			
Consider constructing a bridge or puncheon over the stream near the southern end of the Back Door Trail	2022-2023	Town Forest Committee, Trails Committee, FOTW	\$1-2,000?
<b>Invasive Species</b>			
Identified as part of an inventory and assessment	2022-2023	See Timber Management above	
<b>Education</b>			
Kiosks or signs mentioned under Public Access and Recreation above			
Document the historic and cultural history of the Carse Addition	2024-2025	UVM Natrual Resources class project	\$0
Contact Elise Guyette to learn if this parcel was part of the Black settlement on Lincoln Hill	2022-23	Town Forest Committee	\$0
<b>Boundary Marking</b>			
Boundaries of the Carse Addition will be painted.	2022-2023	Town Forest Committee, volunteers	\$100
Contact adjoining landowners to hear concerns	2022-23	Town Forest Committee	\$0

# Appendices

Appendix A: Conservation Easement

Appendix B: Conservation Easement Map



Appendix C: Baseline Document Report, Vermont Land Trust

Appendix D: Ecological Assessment

Appendix E: Parcel and Trail Map



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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODOT, TOWN MANAGER  
**SUBJECT:** TRAILS COMMITTEE INTERVIEW  
**DATE:** 11/17/2021

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**ISSUE:**

The issue is whether the Selectboard will appoint Brian Bock to the Trails Committee.

**DISCUSSION:**

See the attached application and letter from Brian Bock. There are currently two vacancies on the Trails Committee. Those vacancies have terms that expire in 2023 and 2024

**COST:**

N/A

**RECOMMENDATION:**

It is recommended that the Selectboard consider appointing Brian Bock to the Trails Committee for a term that either expires in 2023 or 2024.

Brian Bock  
10732 Route 116  
Hinesburg, VT 05461

November 9, 2021

Hinesburg Select Board  
10632 VT Route 116  
Hinesburg, VT 05461

Dear Hinesburg Select Board,

I am submitting my application to join the Trail Committee. I would be open to either of the current open seats however I would prefer the one with the longer term ending 1/1/2024.

Attached you will find my replies to the questions asked in the Application. I will add I have been a small business owner in Vermont for the past 25 years. I believe I can bring these skills to benefit the Committee; helping to set objectives, prioritize limited resources, implement plans, problem-solve options, create buy-in, etc.. In addition, my business is focused on web based software development, so I can also help with any website updates, email communications or any other technically related tasks.

As for my past community related efforts, I served on the Shelburne Library Board of Trustees in 2014 and 2015. We worked on plans for the new library in addition to various routine tasks. I also learned how to comply with the Vermont Open Meeting Law.

Also in Shelburne, my daughter and I successfully petitioned the Town Manager and Select Board to start a Farmer's Market. We drafted bylaws and created an action plan; providing the seed for what others, most notably the Shelburne Business & Professional Association, have created on the Town green.

In terms of my current community commitments, I am involved with the Charlotte Senior Center and Project Independence in Middlebury. I have given various talks to both groups and I perform some support tasks such as helping on occasion with the lunch dishes and scheduling dishwashers. These activities take about 2 hours per week of my time and should not interfere with my duties on the Trail Committee if I am selected to participate.

Thanks for your consideration of my application and I would be happy to answer any questions you may have in person or in writing at your convenience.

Sincerely,

A handwritten signature in black ink that reads "B. C. Bock". The signature is written in a cursive style with a large, stylized "B" and "C".

Brian C. Bock

Brian Bock Application for Trails Committee

- 1. Review the Mission Statement of the Commission, Board, or Committee you are applying to serve on and explain how you will aid the group achieve said Mission.**

As a frequent walker of the Town trails, I believe I could support the Committee's mission through my experiences with how the trails have been used in the past and are being used now by residents and visitors to Hinesburg. I've also helped to implement improvements to the trail system over the years, from the bridge near the softball field on the Russell farm to the turnpike on the Perimeter trail. I would like to be involved with planning as well as implementing the growth and enhancements to the trail system in the future. As a small business owner, I also believe I can provide assistance with budgets, fundraising or contracts as well as negotiations with land owners or community outreach.

- 2. Please share your thoughts about implementation of at least one of the Top Priority Actions on Page 7 in the Current Town Plan (adopted 9/25/17), as it relates to the Commission, Board or Committee on which you are applying to serve.**

I'm not seeing any priorities where the Trail Committee has been given the lead, but most appear to have ways the Committee could play a supporting role. For example, providing greater access to the Bissonette fields or helping support plans for storm water management or inclusion of connectivity considerations into development design standards. As I live near Lantman's, I also have a personal interest in any improvements to the Route 116, Charlotte Road intersection. Most notably, as the Town has a goal to protect the night sky resource and reduce light pollution, I would like to see an effort to reduce noise pollution. I believe noise reduction would enhance the Village area and help maintain the Town's rural character; two pillars of the Town's Vision Statement.

- 3. Review the scheduled meeting day/time of the Commission, Board or Committee along with the length of the term of the position. High School students may apply for a one-year term. Will you be able to make the regularly scheduled meetings? Y/N Will you be able to serve for the term of the position? Y / N**

Yes, I will be able to attend the regularly scheduled meetings on the third Wednesday of each month as well as serve for the term of the position if I am selected for either the vacancy ending 1/1/2023 or 1/1/2024.



Town of Hinesburg

Application for Town Commission, Board and Committee Appointments

Please provide answers to the following. The Town will provide access to a computer and printer for the purpose of completing this form.

Name of Applicant: Brian Bock Date: 11-9-21

Mailing Address: 10732 Route 116

Phone Number: 802-363-5899 E-mail Address: brian@bock.com

Name of Commission Board or Committee: Trails Committee

Hinesburg Resident: Y / N (circle one) Hinesburg Resident for how long? 9 years / NA

- 1) Review the Mission Statement of the Commission, Board, or Committee you are applying to serve on and explain how you will aid the group achieve said Mission.

*See attached*

- 2) Please share your thoughts about implementation of at least one of the Top Priority Actions on Page 7 in the Current Town Plan (adopted 9/25/17), as it relates to the Commission, Board or Committee on which you are applying to serve.

*See attached*

- 3) Review the scheduled meeting day/time of the Commission, Board or Committee along with the length of the term of the position. High School students may apply for a one-year term. Will you be able to make the regularly scheduled meetings? Y / N Will you be able to serve for the term of the position? Y / N

*See attached*

- 4) Please introduce yourself to the Selectboard by providing a short cover letter and/or resume.

*See attached*



Draft Budget  
Memorandum

Hinesburg  
Police  
Department

FY 2023

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<b>Community Police</b>							
Police Salaries	\$363,222	\$404,424	\$470,621	\$474,902			\$4,281
FICA	\$27,786	\$31,049	\$36,003	\$36,330			\$327
Supplies	\$3,500	\$3,624	\$4,000	\$4,500			\$500
Police Equipment	\$4,910	\$7,792	\$9,500	\$10,500			\$1,000
Evidence Collection	\$0	\$65	\$250	\$250			\$0
Public Relations	\$616	\$884	\$900	\$1,100			\$200
Community Outreach	\$0	\$3,576	\$7,365	\$14,000			\$6,635
Uniforms	\$4,271	\$3,712	\$4,500	\$5,000			\$500
Postage	\$77	\$55	\$300	\$300			\$0
Prof. Services	\$110	\$0	\$2,000	\$2,000			\$0
Dispatch Services	\$33,750	\$45,000	\$45,000	\$45,000			\$0
Computer/Copier	\$2,845	\$2,541	\$3,500	\$3,500			\$0
CAD	\$3,260	\$2,933	\$4,500	\$4,500			\$0
Vehicle Repair/Maint	\$5,746	\$8,448	\$8,000	\$8,000			\$0
Mileage	\$0	\$0	\$750	\$750			\$0
Telephone	\$3,364	\$3,779	\$3,800	\$4,700			\$900
Mobile Data	\$1,760	\$2,140	\$3,360	\$5,400			\$2,040
Vehicle Fuel	\$7,294	\$7,698	\$10,000	\$10,000			\$0
Professional Development	\$2,596	\$3,802	\$4,500	\$4,500			\$0
Station - Prof Service	\$4,218	\$8,562	\$9,680	\$9,680			\$0
Station - R&M	\$2,017	\$4,942	\$2,500	\$12,000			\$9,500
Station - Utilities	\$6,386	\$7,700	\$7,000	\$7,000			\$0
CUSI	\$8,274	\$8,510	\$8,479	\$8,479			\$0
Dog Control	\$0	\$0	\$462	\$2,500			\$2,038
Major Case Expense	\$100	\$0	\$0	\$0			\$0
Capital Transfer	\$31,732	\$36,231	\$40,000	\$40,000			\$0
<b>TOTAL</b>	<b>\$517,834</b>	<b>\$597,466</b>	<b>\$686,970</b>	<b>\$714,891</b>			<b>\$27,921</b>

## Police Salaries

Item	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
POLICE SALARIES	363,222.00	404,424.00	470,621.00	474,902.00	4,281

## Police Salaries

The police salary increase is based on a pay scales utilized in previous years. The increases maintain a 3% raise per year and an additional 2% after every 5 years of service. This remains in place of any COLA increase.

Keeping our officer pay competitive is vital because we are in competition with our area departments who offer a pay scale as well as:

- Shift differential
- Extra life insurance
- Laundry for uniforms
- Take home cars
- 100% Insurance paid for by the town
- Double the amount of CTO/sick time we offer
- FTO pay
- Instructor pay
- Promotions
- Special Assignments (drug task force, detective, K9)
- Education pay (a percentage raise based on obtaining a degree)

Although we will continue to look for cost effective incentives as we move into the future, most incentives such as promotion are only available to larger departments. The hiring and retention of officers has become fiercely competitive and as such it is necessary to periodically reevaluate all aspects hiring and retention as other department do. Included in the final total in a credit received from the COPS grant.

			Week	Year
Cambridge	40	\$38.42	\$1,536.80	\$79,913.60
Casco	40	\$35.60	\$1,424.00	\$74,048.00
Hulshof	40	\$26.90	\$1,076.00	\$55,952.00
Bryan	40	\$24.61	\$984.40	\$51,188.80
Lindemuth	40	\$29.38	\$1,175.20	\$61,110.40
Fox	40	\$29.96	\$1,198.40	\$62,316.80
Part-Time	40	\$25.75	\$1,030.00	\$53,560.00
Admin	25	\$20.00	\$500.00	\$26,000.00
			\$8,924.80	\$464,089.60
Overtime				\$20,230.80
On Call				\$10,000.00
<i>On Call is a fixed amount</i>				
Holidays				\$20,582.24
<i>Holidays amount based on two officers working each holiday at double time and all officers working July 4th</i>				
<i>Average Hourly Double Time Salary</i>			\$55.93	
<i>12 Holidays, 3 shifts = 288 hours</i>				
<i>July 4, t officers = 80 hours</i>				
<i>368 holiday hours at double time</i>				
				\$514,902.64
COPS Grant Funding				-40,000
			Total	474,902.64

## Supplies

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Supplies</b>	3,500.00	3,624.00	4,000.00	4,500.00	500.00

## Supplies

The department makes supply purchases for the needs of officers, the needs of the office and for supplies associated with training including ammunition and taser cartridges.

## Police Equipment

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Police Equipment</b>	4,910.00	7,792.00	9,500.00	10,500.00	1,000.00

## Police Equipment

Police equipment covers basic longer lasting items such as flashlights and handcuffs but our most recent cost increases are associated with items that have a high rate of replacement such as bullet proof vests and body cameras. This increase is directly attributed to the need for more body cameras.

## Public Relations

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Public Relations</b>	611.00	884.00	900.00	1,110.00	200.00

### Public relations

The department purchases items that are used for the purposes of community policing and public relations. The items include HPD pencils, badges, wrist bands and bears etc. The need and cost of these items has increased over time. As our officers interact with the public especially our youngest residents, we find ourselves quickly running out of these items.

### Community Outreach

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
Community Outreach	0	3,576.00	7,365.00	14,000.00	7,000.00

### Community Outreach

The 2021 Howard Center outreach cost of 7,365.00 only covered the first 6 months of the year. As we continue our partnership the cost will increase to a steady rate of approximately 14,000.

**Uniforms**

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Uniforms</b>	4,271.00	3,712.00	4,500.00	5,000.00	500.00

**Uniforms**

The increase in our uniforms is due to both an increase of officers and the cost of uniforms.



## Telephone

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Telephone</b>	3,364.00	3,779.00	3,800.00	4,700.00	900.00

## Telephone

The cost of our telephone and internet will increase with the addition of service necessary to sustain upgrades to our alarm and cameras systems.

## MDT

	FY 20 Actual	FY 21 Actual	Budget FY 22	<u>FY23</u>	Change FY22-23
<b>Mobile Data</b>	1,760.00	2,140.00	3,360.00	5,400.00	2040.00

### Mobile Data

The police department has switched from 8 desktop computers and four laptop computers to nearly all tablets. The switch has added connectivity and reduced the overall cost of computer/laptop purchases and maintenance. Although we have seen a reduction in maintenance, we have seen a rise in data connectivity charges and a cost associated with the addition of cellular phones.

## Station – Repairs and Maintenance

Item	Budget -Actual Expenditures	Budget Approved	Proposed Budget FY 21	<u>+/- (FY21 request to FY 20 approved)</u>	Change
Station R &M	2,017.00	4,942.00	2,500.00	12,000.00	9,500.00

The construction of our building was started in October of 2013 and was first occupied in early 2014. Although our building is still new we have now reached a point where things are beginning to break and must be fixed. The front door to the building has a door lock being repaired that will cost 1,500 for the lock plus additional cost for labor. The building also requires maintenance not previously needed on a new building such as painting, a pipe leak in the processing room, bathroom floor tile repair, a leak in our air conditioning system, roof repairs as well as other issues.

Draft

	<u>Item</u>	<u>FY20 Actual</u>	<u>FY21 Actual</u>	<u>FY22 Budget</u>	<u>FY23 Dept</u>	<u>FY23 Manager</u>	<u>FY23 Board</u>	<u>FY22 to FY23 Change</u>
59								
60	<b>Assessor</b>							
61	Supplies	\$113	\$6	\$250	\$250	\$250		\$0
62	Ads & Notices	\$128	\$145	\$0	\$0	\$0		\$0
63	Professional Development	\$265	\$215	\$0	\$0	\$0		\$0
64	Prof SVC Tax Maps	\$2,483	\$0	\$2,500	\$2,500	\$2,500		\$0
65	Professional Service	\$31,285	\$31,343	\$35,000	\$35,000	\$35,000		\$0
66	<b>TOTAL</b>	<b>\$34,274</b>	<b>\$31,709</b>	<b>\$37,750</b>	<b>\$37,750</b>	<b>\$37,750</b>		\$0
67								
68	<b>Buildings &amp; Facilities</b>							
69	Salary/Wages	\$25,679	\$24,331	\$27,053	\$27,099	\$27,099		\$46
70	FICA	\$1,964	\$1,861	\$2,070	\$2,073	\$2,073		\$3
71	Supplies	\$2,384	\$880	\$1,300	\$1,100	\$1,100		-\$200
72	Bldg Fixtures	\$837	\$2,596	\$1,000	\$800	\$800		-\$200
73	Professional Service	\$25,024	\$26,221	\$26,000	\$26,000	\$26,000		\$0
74	Building R&M	\$6,171	\$2,710	\$6,000	\$6,000	\$6,000		\$0
75	Green Up Day	\$33	\$0	\$350	\$350	\$350		\$0
76	Sidewalks	\$695	\$2,065	\$0	\$0	\$0		\$0
77	Bldg Utilities	\$6,955	\$6,962	\$7,600	\$7,600	\$7,600		\$0
78	Vehicle Fuel	\$3,052	\$3,638	\$3,000	\$3,000	\$3,000		\$0
79	Equipment R&M	\$6,562	\$5,705	\$7,000	\$7,000	\$7,000		\$0
80	Stormwater	\$0	\$16,122	\$0	\$0	\$0		\$0
81	Streetlights	\$5,372	\$5,508	\$5,000	\$5,000	\$5,500		\$500
82	Solar O&M	\$3,425	\$2,783	\$3,400	\$4,200	\$3,800		\$400
82	<b>TOTAL</b>	<b>\$88,153</b>	<b>\$101,383</b>	<b>\$89,773</b>	<b>\$90,222</b>	<b>\$90,322</b>		\$549
83								
84	<b>Community Police</b>							
85	Police Salaries	\$363,222	\$404,424	\$470,621	\$514,902	\$495,953		\$25,332
86	FICA	\$27,786	\$31,049	\$36,003	\$39,390	\$37,940		\$1,937
87	Supplies	\$3,500	\$3,624	\$4,000	\$4,500	\$4,000		\$0
88	Police Equipment	\$4,910	\$7,792	\$9,500	\$10,500	\$10,500		\$1,000
89	Evidence Collection	\$0	\$65	\$250	\$250	\$250		\$0
90	Public Relations	\$616	\$884	\$900	\$1,100	\$1,100		\$200
91	Community Outreach	\$0	\$3,576	\$7,365	\$14,000	\$8,000		\$635
92	Uniforms	\$4,271	\$3,712	\$4,500	\$5,000	\$4,500		\$0
93	Postage	\$77	\$55	\$300	\$300	\$300		\$0
94	Prof. Services	\$110	\$0	\$2,000	\$2,000	\$1,500		-\$500
95	Dispatch Services	\$33,750	\$56,250	\$45,000	\$45,000	\$45,000		\$0
96	Computer/Copier	\$2,845	\$2,541	\$3,500	\$3,500	\$3,500		\$0
97	CAD	\$3,260	\$2,933	\$4,500	\$4,500	\$4,000		-\$500
98	Vehicle Repair/Maint	\$5,746	\$8,448	\$8,000	\$8,000	\$8,000		\$0
99	Mileage	\$0	\$0	\$750	\$750	\$750		\$0
100	Telephone	\$3,364	\$3,779	\$3,800	\$4,700	\$4,700		\$900
101	MDT Maint	\$1,760	\$2,140	\$3,360	\$5,400	\$5,400		\$2,040
102	Vehicle Fuel	\$7,294	\$7,698	\$10,000	\$10,000	\$14,000		\$4,000
103	Professional Development	\$2,596	\$3,802	\$4,500	\$4,500	\$4,500		\$0
104	Station - Prof Service	\$4,218	\$8,562	\$9,680	\$9,680	\$9,500		-\$180
105	Station - R&M	\$2,017	\$4,942	\$2,500	\$12,000	\$3,000		\$500
106	Station - Utilities	\$6,386	\$7,700	\$7,000	\$7,000	\$7,000		\$0
107	CUSI	\$8,274	\$8,510	\$8,479	\$8,479	\$8,479		\$0
108	Dog Control	\$0	\$0	\$462	\$2,500	\$2,500		\$2,038
109	Grant Work	\$100	\$18,297	\$0	\$0	\$0		\$0
110	<b>TOTAL</b>	<b>\$486,102</b>	<b>\$590,782</b>	<b>\$646,970</b>	<b>\$717,951</b>	<b>\$684,372</b>		\$37,402
111								
112								
113	Fire Warden	\$0	\$0	\$350	\$350	\$350		\$350
114	<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350</b>	<b>\$350</b>	<b>\$350</b>		<b>\$350</b>
115								
116	<b>Fire &amp; Rescue</b>							
117	Call Reimbursable	\$39,627	\$37,297	\$32,000	\$35,000	\$35,000		\$3,000
118	Chief Pay	\$9,000	\$12,000	\$12,000	\$0	\$0		-\$12,000
119	FT/PT Salaries	\$0	\$0	\$50,000	\$167,347	\$154,337		\$104,337
120	Employee Benefits/FICA	\$3,720	\$3,771	\$7,191	\$15,480	\$11,806		\$4,615
121	Hose & Fittings	\$0	\$0	\$1,000	\$10,000	\$6,000		\$5,000

### **Historical Way of Voting on the Budget (Option 1)**

**ARTICLE 4:** Shall the Town approve a General Government budget of \$1,945,830 with the estimated sum of \$1,510,404 appropriated from property taxes to defray the general government expenses of the Town?

**ARTICLE 5:** Shall the Town approve a Highway Department budget of \$974,902 with the estimated sum of \$836,902 appropriated from property taxes to defray the highway expenditures of the Town?

**ARTICLE 6:** Shall the Town approve the Hinesburg Community Police Department budget of \$686,970 with the estimated sum of \$576,970 appropriated from property taxes to defray the police expenditures of the Town?

**ARTICLE 7:** Shall the Town approve the Hinesburg Fire Department budget of \$375,945 with the estimated sum of \$335,945 appropriated from property taxes to defray the fire expenditures of the Town?

**ARTICLE 8:** Shall the Town approve a new ambulance transport service budget of \$169,649 with the estimated sum of \$97,260 appropriated from property taxes to defray the ambulance transport service of the Town?

**ARTICLE 9:** Shall the Town approve the Carpenter-Carse Library allocation from the Town of Hinesburg of \$225,487 with the estimated sum of \$225,487 appropriated from property taxes to defray the library allocation from the Town?

**ARTICLE 10:** Shall the Town appropriate the sum of \$37,700 with the estimated sum of \$37,700 appropriated from property taxes, to be distributed as specifically designated to the following agencies and organizations?

Hinesburg Community Resource Center	\$23,100
UVM Home Care & Hospice (VNA)	\$6,500
Agency on Aging (CVAA)	\$2,000
VT Family Network	\$1000
American Red Cross	\$400
Hinesburg Senior Meal Site	\$650
Vermont Center for Independent Living	\$200
Steps to End Domestic Violence	\$2,350
Prevent Child Abuse Vermont	\$500
COTS	\$1,000

### **Revised Way of Voting on the Budget (Option 2)**

**ARTICLE I:** Shall the voters approve an FY23 operating budget of \$3,609,160, of which, \$2,732,846 shall be raised by taxes?

**ARTICLE II:** Shall the voters approve an FY23 capital funds transfer of \$558,984, of which, \$558,984 shall be raised by taxes?

**ARTICLE III:** Shall the voters approve the Carpenter-Carse Library allocation from the Town of Hinesburg of \$225,487 with the estimated sum of \$225,487 to be raised by taxes?

**ARTICLE IV:** Shall the Town appropriate the sum of \$37,700 with the estimated sum of \$37,700 appropriated from property taxes, to be distributed as specifically designated to the following agencies and organizations?

Hinesburg Community Resource Center	\$23,100
UVM Home Care & Hospice (VNA)	\$6,500
Agency on Aging (CVAA)	\$2,000
VT Family Network	\$1000
American Red Cross	\$400
Hinesburg Senior Meal Site	\$650
Vermont Center for Independent Living	\$200
Steps to End Domestic Violence	\$2,350
Prevent Child Abuse Vermont	\$500
COTS	\$1,000

### **Revised Way of Voting on the Budget (Option 3)**

This way is a hybrid of options 1 and 2. It keeps some of the departments separate, but consolidates the agencies and Carpenter-Carse Library into the General Government budget but also has the capital transfers separate.

**ARTICLE 4:** Shall the Town approve a General Government budget of \$2,209,017 with the estimated sum of \$1,773,591 appropriated from property taxes to defray the general government expenses of the Town?

**ARTICLE 5:** Shall the Town approve a Highway Department budget of \$XXX,XXX with the estimated sum of \$XXX,XXX appropriated from property taxes to defray the highway expenditures of the Town?

**ARTICLE 6:** Shall the Town approve the Hinesburg Community Police Department budget of \$XXX,XXX with the estimated sum of \$XXX,XXX appropriated from property taxes to defray the police expenditures of the Town?

**ARTICLE 7:** Shall the Town approve the Hinesburg Fire Department budget of \$XXX,XXX with the estimated sum of \$XXX,XXX appropriated from property taxes to defray the fire expenditures of the Town?

**ARTICLE 8:** Shall the Town approve capital funds transfer of \$XXX,XXX of which, \$XXX,XXX shall be raised by taxes?

## ARTICLES - (AUSTRALIAN BALLOT ARTICLES BEGIN WITH ARTICLE 3)

<b>ARTICLE 3:</b> "Shall the Town of Hinesburg adopt the town manager form of governance in accordance with the provisions of chapter 37 of Title 24 of the Vermont Statutes Annotated?" (Amended 2019, No. 67 Section 21.)	<b>YES</b> 598 <b>NO</b> 290																														
<b>ARTICLE 4:</b> Shall the Town approve a General Government budget of \$1,946,828 with the estimated sum of \$1,411,403 appropriated from property taxes to defray the general government expenses of the Town?	<b>YES</b> 715 <b>NO</b> 181																														
<b>ARTICLE 5:</b> Shall the Town approve a Highway Department budget of \$979,902 with the estimated sum of \$841,902 appropriated from property taxes to defray the highway expenditures of the Town?	<b>YES</b> 751 <b>NO</b> 150																														
<b>ARTICLE 6:</b> Shall the Town approve the Hinesburg Community Police Department budget of \$686,970 with the estimated sum of \$596,470 appropriated from property taxes to defray the police expenditures of the Town?	<b>YES</b> 606 <b>NO</b> 292																														
<b>ARTICLE 7:</b> Shall the Town approve the Hinesburg Fire Department budget of \$376,295 with the estimated sum of \$336,295 appropriated from property taxes to defray the fire expenditures of the Town?	<b>YES</b> 760 <b>NO</b> 139																														
<b>ARTICLE 8:</b> Shall the Town approve a new ambulance transport service budget of \$178,149 with the estimated sum of \$105,760 appropriated from property taxes to defray the ambulance transport service of the Town?	<b>YES</b> 529 <b>NO</b> 373																														
<b>ARTICLE 9:</b> Shall the Town approve the Carpenter-Carse Library allocation from the Town of Hinesburg of \$225,487 with the estimated sum of \$225,487 appropriated from property taxes to defray the library allocation from the Town?	<b>YES</b> 791 <b>NO</b> 109																														
<b>ARTICLE 10:</b> Shall the Town appropriate the sum of \$37,700 with the estimated sum of \$37,700 appropriated from property taxes, to be distributed as specifically designated to the following agencies and organizations?																															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Hinesburg Community Resource Center</td> <td style="width: 20%; text-align: right;">\$23,100</td> <td style="width: 40%;"></td> </tr> <tr> <td>UVM Home Care &amp; Hospice (VNA)</td> <td style="text-align: right;">\$6,500</td> <td></td> </tr> <tr> <td>Agency on Aging (CVAA)</td> <td style="text-align: right;">\$2,000</td> <td></td> </tr> <tr> <td>VT Family Network</td> <td style="text-align: right;">\$1,000</td> <td></td> </tr> <tr> <td>American Red Cross</td> <td style="text-align: right;">\$400</td> <td></td> </tr> <tr> <td>Hinesburg Senior Meal Site</td> <td style="text-align: right;">\$650</td> <td></td> </tr> <tr> <td>Vermont Center for Independent Living</td> <td style="text-align: right;">\$200</td> <td></td> </tr> <tr> <td>Steps to End Domestic Violence</td> <td style="text-align: right;">\$2,350</td> <td></td> </tr> <tr> <td>Prevent Child Abuse Vermont</td> <td style="text-align: right;">\$500</td> <td></td> </tr> <tr> <td>COTS</td> <td style="text-align: right;">\$1,000</td> <td></td> </tr> </table>	Hinesburg Community Resource Center	\$23,100		UVM Home Care & Hospice (VNA)	\$6,500		Agency on Aging (CVAA)	\$2,000		VT Family Network	\$1,000		American Red Cross	\$400		Hinesburg Senior Meal Site	\$650		Vermont Center for Independent Living	\$200		Steps to End Domestic Violence	\$2,350		Prevent Child Abuse Vermont	\$500		COTS	\$1,000		<b>YES</b> 795 <b>NO</b> 110
Hinesburg Community Resource Center	\$23,100																														
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<b>ARTICLE 11:</b> Shall voters authorize the payment of real and personal property taxes for the fiscal year ending June 30, 2022, payable in full to the Town of Hinesburg in one (1) installment, with the due date being November 15, 2021 and to be collected by the Town Treasurer? Any and all payments received in the Town Treasurer's Office later than midnight on November 15, 2021 will be considered delinquent and will be subject to the collection of interest at the rate of 1% per month or fraction thereof for the first three (3) months and thereafter at the rate of 1.5% per month or fraction thereof.	<b>YES</b> 806 <b>NO</b> 82																														

**VOTE BOTH SIDES OF BALLOT**

## Selectboard Goals

Based on 10/6/2021 Retreat

### Manager Proposed Goals:

- 1) Improve functioning of town departments
- 2) Provide Community Communication Channels
- 3) Develop diversity, equity and inclusion efforts
- 4) Affordable Housing
- 5) Route 116
- 6) Aging Infrastructure
- 7) Sustainability
- 8) Development





## FY23 Budget Development Schedule

Event	Date
1 Town Manager Distributes Budget Worksheets to Department Heads for Development	September 9
2 Initial Selectboard Discussion on Budget Goals	October 6
3 Annual/Budget Meetings with Boards, Committees, and Commissions	Scheduled with Related Dept
4 Development of Draft Capital Improvement Program and Budget	September - October
5 Budget Meetings with Department Heads	September - October
6 Department Presentations to the Selectboard	PD 11/17, FD 12/1
7 Selectboard Budget Worksession and Warn Capital Budget Public Hearing	December 8
8 Hold Capital Budget Public Hearing	January 5
9 Selectboard Budget Worksession if needed	January 12
10 Selectboard Warns Town Meeting	January 26

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**TOWN OF HINESBURG**

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**TO:** SELECTBOARD  
**FROM:** TODD ODIT, TOWN MANAGER  
**SUBJECT:** SECOND CLASS LIQUOR LICENSE  
**DATE:** 11/17/2021

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**ISSUE:**

The issue is whether the Selectboard, acting as the Local Liquor Control Board, will approve a Second-Class Liquor License to Bushel Market, INC. dba Bushel Market.

**DISCUSSION:**

This is a new application for a market that will be located in the former Hinesburg General Store at 14312 Route 116.

**COST:**

N/A

**RECOMMENDATION:**

It is recommended that the Selectboard, acting as the Local Liquor Control Board, approve a Second-Class Liquor License to Bushel Market, INC. dba Bushel Market

**FIRST/SECOND/THIRD CLASS LIQUOR LICENSE AND TOBACCO APPLICATION**

(License year is May 1<sup>ST</sup> through April 30<sup>TH</sup> of the following year)

**BUSHEL MARKET INC.**

Print Name of Person, Partnership, Corp., Club or LLC

**BUSHEL MARKET**

Doing Business as – Trade Name

**14312 ROUTE 116 HINESBURG** v  
Street

**HINESBURG VERMONT 05461**  
Town or City & Zip Code

**802-355-3133**  
Telephone Number

Mailing Address (if different from above)

Email address: **BUSHELMARKET@GMAIL.COM**

APPLICATION FEES:

FIRST CLASS LICENSE - \$115.00 to DLC **and** \$115.00 to Town/City

SECOND CLASS LICENSE- \$70.00 to DLC **and** \$70.00 to Town/City

SECOND CLASS RETAIL DELIVERY PERMIT - \$100.00 to DLC

THIRD CLASS LICENSE - \$1,095 for a full year to DLC  
\$550 for 6 or fewer months to DLC

TOBACCO LICENSE- (there is no application fee for tobacco if applying for second class)

TOBACCO ENDORSEMENT PERMIT - \$50.00 to DLC

*\*If applying for Tobacco only license, please use the Tobacco Only form.*

**Please check appropriate categories**

FIRST CLASS

SECOND CLASS

THIRD CLASS

TOBACCO

Retail Delivery Permit

Tobacco Endorsement

Restaurant

Hotel

Club

Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)

**TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF HINESBURG**

Application is hereby made for a license to sell malt and vinous beverages under and in accordance with Title 7, Vermont Statutes Annotated, as amended, and certify that all statements, information and answers to questions herein contained are true; and in consideration of such license being granted do promise and agree to comply with all local and state laws; and to comply with all regulations made and promulgated by the Board of Liquor and Lottery. Upon hearing, the Board of Liquor and Lottery may, in its discretion, suspend or revoke such license whenever it may determine that the law or any regulations of the Board of Liquor and Lottery have been violated, or that any statement, information or answers herein contained are false.

**MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING.**

If this premise was previously licensed, please indicate name HINESBURG GENERAL STORE

I/we are applying as (please check one):

INDIVIDUAL

LIMITED LIABILITY COMPANY

PARTNERSHIP

CORPORATION

Please fill in name and address of individual, partners, directors or members.

LEGAL NAME

STREET/CITY/STATE

CRISTOPHER PECK, 14312 ROUTE 116, HINESBURG VERMONT 05461

Are all of the above **citizens** or **lawful permanent residents** of the UNITED STATES?  Yes  No

If naturalized citizen or lawful permanent resident of the United States, please provide a copy of the naturalization or lawful permanent resident documentation.

**CORPORATE INFORMATION:**

If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary).

LEGAL NAME

STREET/CITY/STATE

BUSHEL MARKET INC., 14312 ROUTE 116, HINESBURG VERMONT 05461

Date of incorporation 5-19-2021

Is corporate charter now valid? Yes  No

Corporate Federal Identification Number 86-3863283

Have you registered your corporation and/or trade name with the Town/City Clerk? Y  N  and/or Secretary of State? Y  N   
(as required by VSA Title 11 § 1621, 1623 & 1625).

**ALL APPLICANTS**

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO ANY CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME?  YES  NO

If yes, please complete the following information: (attached sheet if necessary)

Name	Court/Traffic Bureau	Offense	Date

Do any of the applicants hold any elective or appointive state, county, city, village/town office in Vermont? (See VSA, T.7, Ch. 9, §223)  
If yes, please complete the following information:

Name	Office	Jurisdiction

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3:

Name: CRISTOPHER PECK  
 Title: OWNER  
 Date: FROM 1999-2017.

If you have not attended an Education Seminar prior to making application, please visit [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and click on Seminar Schedule for a list of Seminars in your area.

**FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)**

Description of the premises to be licensed: BUSHEL MARKET IS A CONVENIENCE STORE WITH 4500SQFT RETAIL AREA

Does applicant own the premises described? YES  NO  If not owned, does applicant lease the premises? YES  NO

If leased, name and address of lessor who holds title to property: BUSHEL MARKET LEASES THE SPACE FROM MY REAL ESTATE COMPANY  
CNE PROPERTY SERVICES LLC, 14312 ROUTE 116, HINESBURG VT 05461

Are you making this application for the benefit of any other party? YES  NO

**FIRST CLASS APPLICANTS ONLY:** No first-class license may be issued without the following information.

**HEALTH LICENSE #:** Food \_\_\_\_\_ Lodging (if licensed as a Hotel) \_\_\_\_\_

**VERMONT TAX DEPARTMENT:** Meals & Rooms Certificate/Business Account# \_\_\_\_\_

**Business is devoted primarily to (please check one):**

- FOOD (restaurant)**     **HOTEL**     **CLUB**     **COMMERCIAL CATERING**

If you are considering **Outside Consumption** service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at [www.liquorcontrol.vermont.gov](http://www.liquorcontrol.vermont.gov) and then click on licensing and then forms.

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW


The applicant(s) understands and agrees that the Board of Liquor and Lottery may obtain criminal history record information from State and Federal repositories prior to acting on this application.

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, §3113).

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

**If applicant is applying as an individual:** I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795).

Dated at 11/03/2021 in the County of CHITTENDEN and State of VERMONT,  
this 11TH day of NOVEMBER, 2021

**Corporations/Clubs:** Signature of Authorized Agent  
  
\_\_\_\_\_  
\_\_\_\_\_

**Individuals/Partners:** (All partners must sign)  
\_\_\_\_\_  
\_\_\_\_\_



**Personal Information Form  
To Accompany License Applications**

Complete for all Owners, Partners, or Corporate Officers

Legal Name: CRISTOPHER PECK

Telephone: 802-355-3133 Email: BUSHELMARKET@GMAIL.COM

Address: 14312 ROUTE 116 HINESBURG VERMONT 05461  
*Street City/Town State Zip Code*

Date of Birth: 06/20/1973 Place of Birth: DANBURY, CONN Gender: M

Drivers License #: 41609591 State: VERMONT

Legal Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street City/Town State Zip Code*

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street City/Town State Zip Code*

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

*Use additional forms if necessary.*

Send completed form with application to:

Vermont Department of Liquor and Lottery  
Division of Liquor Control  
Attention: Licensing  
13 Green Mountain Drive  
Montpelier, VT 05602

Phone (802) 828-2345  
FAX (802) 828-1031  
Email [DLC.EnfLic@vermont.gov](mailto:DLC.EnfLic@vermont.gov)