



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

SELECTBOARD AGENDA

May 19, 2021

7:00PM

MEETING WILL BE HELD REMOTELY

Due to closure of Hinesburg Town Hall

Join Zoom Meeting

<https://zoom.us/j/96726268680?pwd=S2QxOE5BeHNQRWhMdlNqRVExVmFxQT09>

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 967 2626 8680

Passcode: 443780

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

You can also view on Comcast Ch.1084

- | | |
|---|--------|
| 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 5/5/21 | 7:15PM |
| 6. Consider Appointment to the Recreation Committee – Liam Powers | 7:20PM |
| 7. Consider Appointment to the DRB – Branden Martin | 7:25PM |
| 8. Hear Water and Sewer Charge Waiver Request – Kate & Saben Littlefield | 7:30PM |
| 9. Consider Approval of Clean Water Construction Loan Application | 7:40PM |
| - Designate Town Manager as Authorized Representative for Loan and Engineering Amendment | |
| 10. CSWD Budget Presentation | 7:50PM |
| 11. Consider Approving DRB Conditional Use Approval Application | 8:00PM |
| 12. Request for Selectboard Support of Carse Property Acquisition and Conservation of HTF | 8:05PM |
| 13. Consider Approving Extension of Transport Contract w/ St. Michael's Fire and Rescue | 8:20PM |
| 14. Review Employee Personal Use of Social Media Draft Policy | 8:25PM |
| 15. Discussion of Town Plan Energy Chapter Proposed Revisions | 8:30PM |
| 16. Continued Discussion of Diversity and Inclusion Activities | 8:40PM |
| 17. Delta Dental Policy Renewal | 8:50PM |
| 18. First Class Liquor License Application – Frost Beer Works LLC | 8:55PM |
| 19. Consider Approving Warrants of 5/13/2021 | 9:00PM |
| 20. Adjourn | 9:05PM |

Questions or comments during the live broadcast? Email selectboard@hinesburg.org and those questions or comments may be read during the meeting. *All times are approximate. For meeting materials, please visit: http://www.hinesburg.org/selectboard/meeting_packet/*
Contact the Town Manager if you have questions: todit@hinesburg.org; or 482-4206

1 **SELECTBOARD MEETING DRAFT**

2 May 5, 2021

3 Attending the meeting; Phil Pouech, Merrily Lovell, Mike Loner, Maggie Gordon, Dennis Place, Joy Dubin
4 Grossman, Tod Odit, Linda Patterson, Scooter MacMillan, Chuck Reiss, Alex Weinhagen, Cynthia Hendy,
5 Erik Bailey, Amy, Chief Anthony Cambridge.

6 Meeting called to order at 7:00 p.m. via zoom.

7 Additions / Deletions / Public Comment and Seletboard Correspondence

8 There were no agenda changes or public comment.

9 Phil noted the Board has received a lot of correspondence about Al Barber and the issue of his Facebook
10 post.

11 Merrily said she likes the new Town website and cudos to Joy and others who made this new website
12 happen. Joy said a lot of thanks go to Ann Janda who did most of the work.

13 Phil said Green Up was a success and thanked the Highway Department for their help.

14 Town Manager Report

15 Todd said he was invited to the Fire Department officers meeting. Will Moran, who is the EMS services
16 chief of the Department of Health, reviewed with the FD additional information needed on their
17 application. Todd suggested to have the Fire Department attend a Selectboard meeting so they can
18 speak about this.

19 Consider Approval of "Raise the Blade" Campaign

20 Linda Patterson spoke about the "Raise the Blade" campaign. This is sponsored by several watershed
21 organizations to promote lawn care practices that help to filter and absorb stormwater, reduce run-off
22 and increase soil health.

23 Merrily asked about ticks being present in the longer grass. Linda said length of grass was looked at in
24 regards to tick population and the conclusion was 2 or 3 inches in height made no difference. Areas
25 along the edges of the lawn make more of a difference.

26 Maggie said she supports the campaign. She noted the flyer that shows pictures of the difference in the
27 look of the grass when mowed to 3 inches vs 2 inches showing a healthier lawn when mowed at 3
28 inches. She suggests doing that experiment in Town.

29 Mike moved to adopt the "Raise the Blade" program for Hinesburg. Second by Merrily and approved
30 with 5 yes votes.

31 Receipt of Town Plan Revisions – Energy Chapter

32 Alex said this is a comprehensive update of the Energy Chapter. He noted the Energy Committee, with
33 help from the Regional Planning Commission, had been working on re-writing this chapter for three
34 years. The PC is asking the Board to work with the Energy Committee to prioritize the action items.

35 Phil clarified the process to be that the Board can make minor changes prior to presenting for the two
36 public hearings. Alex confirmed that and added if the Board has significant changes to make it would be
37 best to send back to the PC to work on it in collaboration with the Energy Committee. Phil also noted
38 the request by the PC for the Board to pick three action items to be a priority. Phil asked if changes can
39 be made by the Board after the first public hearing. Alex said minor changes can be made between the
40 two hearings but need to keep in mind the 15-day notice requirement for the final public hearing.

41 Chuck Reiss, of the Energy Committee, said the committee chose 8.1.1 and 8.4.1 and 2 as their priorities.
42 This will identify how we can develop renewable energy in the Town and to improve energy efficiency in
43 our homes and businesses.

44 Phil suggested the Selectboard go over the wording of the document and then schedule the two Public
45 Hearings.

46 Merrily said she has read that wind is not a good energy source in Vermont. She asked Chuck for his
47 thoughts for the viability of wind vs solar in Hinesburg. Chuck said the RPC has maps that show areas in
48 Town with wind potential. Merrily asked Chuck if he feels there will be push back by the people in Town
49 if wind turbines are put on the ridgelines in Town. Chuck said if we present a portrait of how we can
50 achieve our goals and minimize environmental destruction due to wind it would be helpful. Chuck
51 believes wind has to be a part of this.

52 Alex pointed out they have identified areas that are appropriate and inappropriate for future energy
53 facilities.

54 Phil said solar alone will not get net zero energy so wind will need to be a piece of this. The State is
55 against large turbines and you will not achieve wind energy with small turbines. He feels for Hinesburg
56 the only option for 20 or so years is solar.

57 Merrily asked about hydro and Phil said that brings in the Federal Government for permitting.

58 Mike asked Alex if the reference to solar ready roof on all new construction includes residential. Alex
59 said that is what they are aiming for. Mike said we will need to justify what the cost difference will be if
60 this is a requirement. Alex said there is almost no additional cost.

61 Maggie recalled a discussion about the added cost to build a house to net zero energy noting the Rolf
62 Kielman did some calculations to show what the increased cost would be and how that would be
63 recovered over time.

64 Phil asked if after we complete this in the Town Plan, will we need to change zoning requirements to
65 match the Town Plan. Alex said we will need to look at land use regulations

66 Phil said while some towns use the Town Plan to help prevent solar from coming in, he does not foresee
67 this problem in Hinesburg.

68 Chuck wanted to recognize Bill Scott, past committee member, who did a large amount of the work on
69 this.

70

71 Review and Approval of FY 22 Water and Sewer Budget and Rates

72 Phil asked Erik if anything has changed or if he is still confident in the numbers proposed. Erik said there
73 was a slight change with the figures for the wastewater bond but will not affect the proposed rates.

74 Merrily moved to adopt the following rates for water and wastewater for FY 22. Water - \$99.57 per unit
75 per quarter (both metered and unmetered); \$0.044 per cubic foot per quarter usage fee (metered) and
76 \$76.53 per quarter usage fee (unmetered). This rate is unchanged since FY 19. Wastewater - \$102.78
77 per unit per quarter (both metered and unmetered); \$0.037 per cubic foot per quarter usage fee
78 (metered); and \$66.63 per quarter usage (unmetered). This is the first increase since FY 17. Second by
79 Mike.

80 Merrily amended the motion to include the budget as presented in the Selectboard packet. Mike
81 accepted the amendment.

82 Motion voted as amended and approved with 5 yes votes.

83 Approve Purchase of Police Cruisers and Approve Loan

84 Chief Cambridge said as Phil noted the purchase has been approved by the voters and is in the budget.
85 He reviewed the scheduled rotation of vehicles.

86 Todd said the revenue we will get for the used vehicles is not reflected and the Board can decide where
87 to apply that later. Regarding the loan there will be an additional \$700 interest fee for the three annual
88 payments vs monthly which is an option but most municipalities do not want the paperwork involved in
89 monthly payments.

90 Merrily moved to approve the purchase of the two police vehicles including related equipment for a
91 total estimated cost of \$90,000. Second by Maggie and approved with 5 yes votes.

92 Phil said they will have Todd make the decision of payments.

93 Merrily move to approve financing the vehicles over a three-year period at an interest rate not to
94 exceed 2%. Second by Maggie and approved with 5 yes votes.

95

96 Discussion of Diversity and Inclusion Next Steps

97 Phil asked Board members to speak about the issue.

98 Mike reminded us of the value statement of June 2020 by reading it at the meeting. He said he feels Al's
99 Facebook post violates the spirit of the value statement. The Board spoke with Al who has apologized
100 and done what was asked of him. Mike feels it is important to be clear what is expected of Al and all
101 Town employees, volunteers, board members and such moving forward. He does not feel it is needed
102 to call for Al's dismissal but can understand why some members of the community are looking for that
103 to happen.

104 Merrily agrees with Mike and feels this is an opportunity for education and unity within Town.

105 Phil said having to hold his tongue in public has been a challenge. It is unacceptable that a leader would
106 do this. Al did not intend to put the Town in this position. It is good to admit there is a problem and to
107 work on it.

108 Maggie has had conversations with individuals who did not feel comfortable stepping forward but have
109 been hurt by this. It is important to acknowledge community members who felt demeaned and
110 ridiculed. Maggie asked about the social media policy. Will Todd write this with the help of the
111 committee, how will this work? Todd said he has a draft regarding personal use of social media as a
112 Town employee. He will share it with Joy and then get it to the Board. There is also the draft of the
113 entire personnel policy which will come to the Board.

114 Phil is in favor of moving this along and noted whatever policy they put together can be changed if
115 needed.

116 Mike would like a strong statement in the policy regarding intimidation and bullying over social media as
117 well. Todd said that is included in his draft.

118 Phil said a possible action is to appoint a Town Committee to advise the Board and Town Manager on
119 issues and initiatives related to diversity, inclusion, racism, intolerance and hate. Then we need to have
120 an assessment of all Town Departments and leaders in the Town including the Selectboard, and look at
121 this through an equity lens to see where there may be problems. Based on what is found then decide
122 what actions could be taken to be sure everyone follows the desire to welcome all people and having
123 them feel comfortable.

124 Mike said regarding forming a committee, Hinesburg has a group of residents (the racial, equity
125 workgroup) that came together after the June 2020 conversation. Mike said he understands that
126 workgroup would like to remain a grass roots organization and continue to work on education and
127 addressing issues as they arise. He recommends to start advertising for residents who would like to be
128 part of a committee of this type and would be Selectboard appointed.

129 Merrily said she is nervous about appointing a committee from volunteers. This takes a lot of empathy
130 and understanding and skill to work on this. She does not think asking for volunteers is the answer.

131 Dennis also disagrees with the idea of a committee. He would like to hire someone independent. He is
132 glad we have gotten to this place acknowledging the need for training and addressing these issues.

133 Mike said a committee could bring in training.

134 Todd said he and Joy can research the charge similar committees in other town's work under so the
135 Board can see what they do. It is important, if a committee is appointed, for them to know what
136 parameters they will be working within and what authority they have. They can also see what
137 individuals might be able to help.

138 Merrily said her ideal mix on a committee would be a person to represent each group that feels not
139 included as well as someone from the Police Department.

140 Phil summarized that the Board stands behind the value statement from June 2020. They would like to
141 take more action by working on a social media policy and look at how else we might move forward by
142 reviewing Town policies and investigate what other options there are to work on this.

143 Discussion of Operating Guidelines for Orderly Conduct of Business and Possible Approval

144 The Board did a final review of the latest copy of Operating Guidelines.

145 Phil moved to adopt the Operating Guidelines for Orderly Conduct of Business as presented with some
146 slight changes as noted tonight. Second by Merrily and approved with 5 yes votes.

147 Regional Planning Commission Appointments

148 Phil moved to appoint the following for a 2 year term ending 2024.

- 149 • CCRPC Board of Directors – Mike Bissonette and Andrea Morgante as alternate.
- 150 • CCRPC Transportation Advisory Committee – Andrea Morgante / alternate vacant
- 151 • CCRPC Clean Water Advisory Committee – Merrily Lovell / alternate vacant

152 Second by Maggie and approved with 5 yes votes.

153 Consider Approving the Minutes from 4/28/21

154 Merrily moved to approve the minutes from 4/28/21 as amended, second by Mike and approved with 5
155 yes votes.

156 Consider Approving Warrants

157 Phil moved to approve the warrants signed by Merrily and himself, including payroll, as submitted by the
158 Town Treasurer.

159 Mike moved to adjourn at 9:05 p.m., second by Merrily and approved with 5 yes votes.

160 Respectfully submitted,

161 Valerie Spadaccini, clerk of the Board

162

163

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODOT, TOWN MANAGER
SUBJECT: RECREATION COMMISSION APPOINTMENT
DATE: 5/19/2021

ISSUE:

The issue is whether the Selectboard will appoint Liam Powers to the Recreation Commission for a term that expires in 2024.

DISCUSSION:

Liam has expressed an interest in serving on the Recreation Commission. Liam's application is attached to this memo. There are currently two vacancies on the board. The current members, vacancies and the respective terms are as follows:

Name	Title	Term Expires
Frank Twarog	Chairperson	1/01/22
Tom Giroux	Member	1/01/22
Henry Moreno	Member	1/01/23
Rodney Putnam	Member	1/01/21
Michael Webb	Member	1/01/24
Vacancy One		
Vacancy Two		1/01/22

As it stands now, there is one vacancy that expires in 2022 and one vacancy without a term expiration.

RECOMMENDATION:

It is recommended that the Selectboard appoint Liam Powers to the Recreation Commission for a 3-year term that expires in 2024.



Town of Hinesburg, Vermont
Application form for Town Commission, Board, and Committee Appointments

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

Name of Applicant: William (Liam) Powers Date: 4/13/2021

Mailing Address: 126 Mulligan Dr., Hinesburg

Phone Number: 802-482-4118 E-mail Address: liam@powersgroupvt.com

Name of Commission, Board, or Committee: Recreation Commission

Hinesburg Resident: Y / N (circle one)

Hinesburg Resident for how long? 13 yrs / 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.

My work experience in the trades will bring knowledge to the Recreation Commission particularly in their mission to support the maintenance of facilities and equipment. Working as a professional in the trades since 2003, I have established relationships throughout a multitude of industries. It would be a pleasure to share my knowledge and insight to assist in the upkeep and further expansion of the HRC's facilities and equipment.

- 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 Commission on which you are applying to serve.

The Bissonette fields have been an exceptional asset to this town. My family and I have benefitted greatly from them. Both my boys, aged 10 & 7, have been involved with the Hinesburg Rec. soccer and tee-ball programs and their experience has been amplified from this park. Now that the fields have been established, it's critical that they be maintained and continue to meet the town's needs going forward. My goal would be to help ensure these fields are available for future generations through maintenance and accessibility.

- 3) Review the scheduled meeting day/time of the Commission, Board, or Committee along with the length of the term of the position. Will you be able to regularly make the meetings?: Y / N Will you be able to serve for the term of the position? Y / N

Yes, I would be able to regularly make the meetings and commit to the 3 year term as stated.

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

Please see attached resume.

WILLIAM J POWERS III

126 Mulligan Dr | Hinesburg, VT | liam@powersgroupvt.com

EXPERIENCE

- 1997-2001** Lake Dunmore/ Fern Lake Association
- Executive Secretary
 - Milfoil Program Field Manager
- 2002-2003** Lisman, Webster, Kirkpatrick & Leckerling Attorneys at Law
- Paralegal
- 2003-2008** Electrician, G. Peck Electric, Middlebury
- Electrician
- 2008-2017** Co-Owner, Co-Founder, Electrical Powers Solutions, LLC
- Co-Owner/ Electrician
- 2017-Present** Owner, Founder, Powers Group, LLC
- Owner/ Operator/ Electrician

EDUCATION

- 1992-1996** Acton Boxboro Regional High School, Acton, MA
- 1998-1999** Green Mountain College, Poultney, VT
- 1999-2002** Saint Michael's College, Winooski, VT, Bachelor of Science in Business Administration
- 2003-2007** VTC Electrical Apprenticeship, Williston, VT, Certificate of Completion
- 2007** Obtained Journeyman Electrical Licensure in the State of Vermont
- 2009** Obtained Master Electrical Licensure in the State of Vermont

INTERESTS

- Spending time with family and friends
 - Water Skiing, Alpine Skiing, SCUBA Diving, Sailing, Boating
 - Photography
-

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: DRB APPOINTMENT
DATE: 4/28/2021

ISSUE:

The issue is whether the Selectboard will appoint Branden Martin as a full-time DRB member to a term that expires in 2023.

DISCUSSION:

There is currently one vacancy on the DRB. The current roster is below:

Name	Title	Term Expires
Ted Bloomhardt	Member	1/01/23
Bryan Currier	Alternate	1/01/22
Richard Jordan	Vice-Chairperson	1/01/23
John Lyman	Member	1/01/24
Branden Martin	Alternate	1/01/22
Vacancy One		1/01/23
Dennis Place	Chairperson	1/01/22
Jonathan Slason	Clerk	1/01/22
Greg Waples	Member	1/01/24

RECOMMENDATION:

It is recommended that the Selectboard, appoint Branden Martin as a full-time member to the DRB with a term that expires in 2023.

Branden saying yes to being a full time DRB member. Currently he is an alternate.

From: Branden Martin [<mailto:branden.a.martin@gmail.com>]

Sent: Thursday, April 29, 2021 4:02 PM

To: Mitchel Cypes <mcypes@hinesburg.org>

Subject: Re: DRB

Hi Mitch,

To be honest I've had reservations, hence the late response. As a parent of a young daughter I know my time will become more valuable and "spoken-for" in the future. That said, I have been able to make the schedule work to date with adequate planning, it seems like there is a good support/backup system in place, and the board appears to be understanding with regard to schedule conflicts.

That was a long winded way of saying yes, I would be interested in becoming a full member. It sure is an interesting time to be on the DRB.

Thank you,

-Branden

Branden Martin

Branden.A.Martin@gmail.com

(802) 498-4356

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: W&S CHARGE WAIVER REQUEST
DATE: 4/28/2021

ISSUE:

The issue is whether the Selectboard, acting as the Board of Water and Wastewater Commissioners, will grant an exemption to water consumption fees resulting from a defective fixture in an apartment at 429 Richmond Road.

DISCUSSION:

According to the letter attached to this memo, a running toilet in an apartment owned by Kate and Saben Littlefiled and 429 Richmond Road resulted in a much higher than usual water and sewer bill this past April. The Water Use Ordinance states the following:

“All users, at their own expense, shall maintain in good repair and protect from freezing the plumbing and fixtures within their premises...The user or owner is responsible for payment of all water consumption regardless of whether or not that consumption is the result of defective plumbing, defective fixtures, negligence, accident, or natural event. The Board may approve a onetime exception from this obligation after review of a written appeal.”

The Sewer ordinance does not contain similar language, so the board does not have the authority to waive the sewer charges that resulted from the defective fixture. Thus, the fee in question is the \$400.40 metered water use charge. The \$99.57 charge on their bill is the fixed fee that is not based on actual water used. Over 8 readings, the average water use charge is \$7.44. That means the water charge above normal is \$392.96.

The board is not obligated to waive the charge and should consider the precedent that would be set by doing so and how it would or could differentiate future requests. One could argue that the fee is really a landlord/tenant issue that should be resolved by those parties.

RECOMMENDATION:

It is recommended that the Selectboard, acting as the Board of Water and Wastewater Commissioners, deny the exception request resulting from a defective fixture. Should the board decide to grant the exception, it is recommended that the exception total no more than \$392.96 in metered water usage charges only.

One-Time Exception Appeal
ATTN: Hinesburg Select Board
March 5, 2021

Dear Hinesburg Select Board,

We are writing to request a One-Time Exception for a recent water bill we received. You may be familiar with our property located at 429 Richmond Road. Our property has an outbuilding apartment, 431 Richmond Road, which has been consistently rented for many years prior to us assuming ownership in 2018. Since that time, we have also maintained consistent tenancy of that dwelling through rental. In December 2020, a new tenant assumed residency in the outbuilding. We provided a lease, which the tenant signed. Within the lease, we clearly outlined that we need to be notified of any problems in the unit promptly.

We received a much appreciated courtesy call from the town of Hinesburg on April 14th stating the water bill was extremely high and that we were losing approximately 1 gallon of water per minute which suggests a problem with our water somewhere in the house. After consulting with a plumber and examining the house, we checked in with our tenant who reported that the toilet had been running "for a couple of days". We promptly fixed the running toilet and the Hinesburg Water Department provided us with a usage report (attached) showing that the issue had been present for close to a month.

We recognize that the resolution of the current bill will not resolve the entire usage problem and subsequent high bill because of the timing of the meter readings. We plan to assume responsibility for the bill next quarter but are hoping for an exemption for this current bill to help us offset the unexpected cost.

We have attached the usage report provided by the Town for your reference. In this document, you can see that historically our bill is around \$220-\$240 while the most recent bill is \$939.60.

Thank you for your consideration in this matter. If you need any additional information, please feel free to contact us via the information provided below.

Respectfully,

Kate & Saben Littlefield
429 Richmond Road

Kate: (802) 999-2667
Saben: (207-749-7677
Email: kateandsaben@gmail.com

05/03/21
10:30 am

Town of Hinesburg Utility Billing
Detailed transactions report : for an individual account
Transactions for dates 01/01/18 - 05/03/21

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hroberts

Account	Name	Service	Description	Date	Charge	Credit	Balance
0897-1	LITTLEFIELD, SABEN & KATH		Previous balance				0.00
	Location: 429 RICHMOND RD (APT)	WATER	WATER METERED	01/29/18	7.40		7.40
		WATER	WATER METERED	01/29/18	83.67		91.07
		SEWER	SEWER BASE	01/29/18	98.83		189.90
		SEWER	SEWER METERED	01/29/18	24.85		214.75
		WATER	CashRcpt	02/12/18		-91.07	123.68
		SEWER	CashRcpt	02/12/18		-123.68	0.00
		WATER	WATER METERED	04/13/18	83.67		83.67
		SEWER	SEWER BASE	04/13/18	98.83		182.50
		SEWER	SEWER METERED	04/13/18	14.20		196.70
		WATER	CashRcpt	04/18/18		-83.67	113.03
		SEWER	CashRcpt	04/18/18		-113.03	0.00
		WATER	WATER METERED	07/06/18	3.70		3.70
		WATER	WATER METERED	07/06/18	83.67		87.37
		SEWER	SEWER BASE	07/06/18	98.83		186.20
		SEWER	SEWER METERED	07/06/18	21.30		207.50
		WATER	CashRcpt	08/06/18		-87.37	120.13
		SEWER	CashRcpt	08/06/18		-120.13	0.00
		WATER	WATER METERED	10/15/18	4.40		4.40
		WATER	WATER METERED	10/15/18	99.57		103.97
		SEWER	SEWER BASE	10/15/18	98.83		202.80
		SEWER	SEWER METERED	10/15/18	21.30		224.10
		WATER	CashRcpt	11/09/18		-103.97	120.13
		SEWER	CashRcpt	11/09/18		-120.13	0.00
		WATER	WATER METERED	01/22/19	13.20		13.20
		WATER	WATER METERED	01/22/19	99.57		112.77
		SEWER	SEWER BASE	01/22/19	98.83		211.60
		SEWER	SEWER METERED	01/22/19	28.40		240.00
		WATER	CashRcpt	02/05/19		-112.77	127.23
		SEWER	CashRcpt	02/05/19		-127.23	0.00
		WATER	WATER METERED	04/03/19	4.40		4.40
		WATER	WATER METERED	04/03/19	99.57		103.97
		SEWER	SEWER BASE	04/03/19	98.83		202.80
		SEWER	SEWER METERED	04/03/19	21.30		224.10
		WATER	CashRcpt	05/06/19		-103.97	120.13
		SEWER	CashRcpt	05/06/19		-120.13	0.00
		WATER	WATER METERED	06/27/19	99.57		99.57
		SEWER	SEWER BASE	06/27/19	98.83		198.40
		SEWER	SEWER METERED	06/27/19	17.75		216.15
		WATER	CashRcpt	07/22/19		-99.57	116.58
		SEWER	CashRcpt	07/22/19		-116.58	0.00
		WATER	WATER METERED	10/16/19	4.40		4.40
		WATER	WATER METERED	10/16/19	99.57		103.97
		SEWER	SEWER BASE	10/16/19	98.83		202.80
		SEWER	SEWER METERED	10/16/19	21.30		224.10
		WATER	CashRcpt	11/05/19		-103.97	120.13
		SEWER	CashRcpt	11/05/19		-120.13	0.00
		WATER	WATER METERED	02/06/20	8.80		8.80
		WATER	WATER METERED	02/06/20	99.57		108.37

05/03/21
10:30 am

Town of Hinesburg Utility Billing
Detailed transactions report : for an individual account
Transactions for dates 01/01/18 - 05/03/21

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hroberts

Account	Name	Service	Description	Date	Charge	Credit	Balance
0897-1	LITTLEFIELD, SABEN & KATHERINE (continued)						
	Location: 429 RICHMOND RD (APT)	SEWER	SEWER BASE	02/06/20	98.83		207.20
		SEWER	SEWER METERED	02/06/20	24.85		232.05
		WATER	CashRcpt	02/25/20		-108.37	123.68
		SEWER	CashRcpt	02/25/20		-123.68	0.00
		WATER	WATER METERED	05/01/20	99.57		99.57
		SEWER	SEWER BASE	05/01/20	98.83		198.40
		SEWER	SEWER METERED	05/01/20	17.75		216.15
		WATER	CashRcpt	05/28/20		-99.57	116.58
		SEWER	CashRcpt	05/28/20		-116.58	0.00
		WATER	WATER METERED	07/10/20	99.57		99.57
		SEWER	SEWER BASE	07/10/20	98.83		198.40
		SEWER	SEWER METERED	07/10/20	17.75		216.15
		WATER	CashRcpt	08/07/20		-99.57	116.58
		SEWER	CashRcpt	08/07/20		-116.58	0.00
		WATER	WATER METERED	10/07/20	13.20		13.20
		WATER	WATER METERED	10/07/20	99.57		112.77
		SEWER	SEWER BASE	10/07/20	98.83		211.60
		SEWER	SEWER METERED	10/07/20	28.40		240.00
		WATER	CashRcpt	10/20/20		-112.77	127.23
		SEWER	CashRcpt	10/20/20		-127.23	0.00
		WATER	WATER METERED	01/05/21	99.57		99.57
		SEWER	SEWER BASE	01/05/21	98.83		198.40
		SEWER	SEWER METERED	01/05/21	17.75		216.15
		WATER	CashRcpt	02/05/21		-99.57	116.58
		SEWER	CashRcpt	02/05/21		-116.58	0.00
		WATER	WATER METERED	04/14/21	400.40		400.40
		WATER	WATER METERED	04/14/21	99.57		499.97
		SEWER	SEWER BASE	04/14/21	98.83		598.80
		SEWER	SEWER METERED	04/14/21	340.80		939.60
			Account Balance				939.60

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: CLEAN WATER CONSTRUCTION LOAN APPLICATION
DATE: 5/19/2021

ISSUE:

The issue is whether the Selectboard will approve applying for a Step III Clean Water Construction Loan in the amount of \$2,375,000.

DISCUSSION:

This loan will cover the construction and other related costs for phase 1, which includes sludge removal of lagoon #1 as well as subgrade improvements. The activities of Contract No.1 are listed on the attached "Total Project Cost Summary."

RECOMMENDATION:

It is recommended that the Selectboard, approve applying for a Step III Clean Water Construction Loan in the amount of \$2,375,000.

It is recommended that the Selectboard authorize the Town Manager to sign the engineering services agreement for the bid and construction phase of Contract No.1 following approval of the same by the State.

Zimbra

todithvt@gmavt.net

WWTF - Clean Water Construction Loan Application 5/12 Selectboard Meeting

From : Wayne Elliott <welliott@aeengineers.com>

Wed, May 05, 2021 01:56 PM

Subject : WWTF - Clean Water Construction Loan Application
5/12 Selectboard Meeting 2 attachments**To :** Todd Odit <todithvt@gmavt.net>, Joy Dubin Grossman
<jdubingrossman@hinesburg.org>**Cc :** Jason Booth <jbooth@aeengineers.com>, Jamesen
Haddad <jhaddad@aeengineers.com>, Merrick Gillies
<mgillies@aeengineers.com>, Bailey Erik
(ebaileyhvt@gmavt.net) <ebailey@hinesburg.org>

Todd and Joy,

The Clean Water construction loan application is attached. It is in good shape and ready for the Selectboard meeting on 5/12. We have shown Todd as the authorized representative, so this is something that the Board will want to designate. All of the financial information for the sewer budget is current from the last application as we are in the same fiscal year.

This loan amount is for \$2,375,000 and includes the Contract No. 1 – Subgrade Improvements and the Lagoon No. 1 sludge removal. This also includes all of the engineering fees incurred on the project to date. A spreadsheet is attached which shows the detailed breakdown of costs and at the bottom, the summary of the State funding sources. The estimated funding total with subsidy, grants, etc. is about \$2,350,000, so it is very likely that the loan amount when this Phase I is done will be nominal.

We have also submitted the draft engineering services agreement for the bid/construction phase of Contract No. 1 to the State for review and approval. The hope is to have the approval prior to the Board meeting so they can authorize the Town Manager to sign the engineering agreement.

Let us know if you have any questions.

Wayne

Wayne A. Elliott, PE, PresidentAldrich + Elliott, PC
WATER RESOURCE ENGINEERS**P** | 802.879.7733 x103**C** | 802.922.2649

20+

**TOWN OF HINESBURG
WASTEWATER TREATMENT FACILITY UPGRADE
CONTRACT NO. 1 - SUBGRADE IMPROVEMENTS
TOTAL PROJECT COST SUMMARY
May-21**

ITEM DESCRIPTION	SMALL PURCHASE NO. 1 SLUDGE REMOVAL	CONTRACT NO. 1 SUBGRADE IMPROVEMENTS	TOTAL ESTIMATED COST
WWTF			
Contract No. 1 - Subgrade Improvements ⁽¹⁾		\$ 1,520,000	\$ 1,520,000
Small Purchase No. 1 - Lagoon No. 1 Sludge Removal	\$ 250,000		\$ 250,000
CONSTRUCTION SUBTOTAL % OF TOTAL	\$ 250,000	\$ 1,520,000	\$ 1,770,000 0.0%
CONSTRUCTION CONTINGENCY			
Construction Contingency (10%)	\$ 25,000	\$ 152,000	\$ 177,000
CONSTRUCTION CONTINGENCY SUBTOTAL	\$ 25,000	\$ 152,000	\$ 177,000
STEP I - PRELIMINARY ENGINEERING⁽²⁾			
Preliminary Engineering Report	\$ -	\$ 57,000	\$ 57,000
Geotechnical Investigation	\$ -	\$ 18,000	\$ 18,000
Pre-design Services	\$ -	\$ 23,800	\$ 23,800
STEP I SUBTOTAL	\$ -	\$ 98,800	\$ 98,800
STEP II - FINAL DESIGN⁽²⁾			
Basic Services - Final Design		\$ 74,500	\$ 74,500
Special Services		\$ 17,000	\$ 17,000
STEP II SUBTOTAL	\$ -	\$ 91,500	\$ 91,500
STEP III - CONSTRUCTION SERVICES⁽³⁾			
Bid Phase Services	\$ -	\$ 8,700	\$ 8,700
Construction Administration	\$ -	\$ 79,800	\$ 79,800
Resident Project Representative	\$ -	\$ 106,900	\$ 106,900
Special Services	\$ -	\$ 9,200	\$ 9,200
STEP III SUBTOTAL	\$ -	\$ 204,600	\$ 204,600
POST CONSTRUCTION MONITORING			
Basic Services ⁽⁴⁾	\$ -	\$ 20,000	\$ 20,000
SUBTOTAL	\$ -	\$ 20,000	\$ 20,000
OTHER COSTS			
Administrative/Permit Fees	\$ -	\$ 250	\$ 250
Bond Vote/ Funding Assistance	\$ -	\$ 5,900	\$ 5,900
Easements	\$ -	\$ -	\$ -
Legal & Fiscal	\$ -	\$ 2,500	\$ 2,500
Short Term Interest	\$ -	\$ 5,000	\$ 5,000
OTHER SUBTOTAL	\$ -	\$ 13,650	\$ 13,650
ESTIMATED TOTAL PROJECT COST USE	\$ 275,000	\$ 2,100,550	\$ 2,375,550
FUNDING SOURCES			
CWSRF ENGINEERING SUBSIDY (50%)			\$ 98,100
STATE POLLUTION CONTROL GRANT (estimated 16%)			\$ 380,000
CWSRF ADDITIONAL CONSTRUCTION SUBSIDY FOR SMALL COMMUNITIES (40%)			\$ 871,520
CWSRF ADDITIONAL SUBSIDY - FY 22 AND 23			\$ 1,000,000
AVAILABLE FUNDING ESTIMATE			\$ 2,349,620

Notes:

1. Construction cost based on ENR 11890 (June 2021).
2. Based on executed agreement.
3. Based on Draft Step III ESA, and includes the materials and installation of the piezometers.
4. An allowance is budgeted for post construction monitoring.

Water Infrastructure

FINANCING PROGRAMS



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

State Revolving Loan Programs

FUNDING APPLICATION

IMPORTANT: Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form. This form **MUST** be completed electronically, handwritten applications will not be accepted.

Select the Type of Entity this application is for:

- Municipality, Fire District, or other similar entity
- Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

LOAN TYPE

This section may be completed by engineer or applicant

Please submit a draft Engineering Services Agreement with this application if applicable

This loan will be used for (select all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Step I Drinking Water Loan (Feasibility & Planning) | <input type="checkbox"/> Step I Clean Water Loan (Feasibility & Planning) |
| <input type="checkbox"/> Step II Drinking Water Loan (Final Design) | <input type="checkbox"/> Step II Clean Water Loan (Final Design) |
| <input type="checkbox"/> Step III Drinking Water Loan (Construction) | <input checked="" type="checkbox"/> Step III Clean Water Loan (Construction) |
| <input type="checkbox"/> Drinking Water Loan Amendment | <input type="checkbox"/> Clean Water Loan Amendment |
| <input type="checkbox"/> Municipal Source Water Protection Loan | <input checked="" type="checkbox"/> Pollution Control Grant |
| <input type="checkbox"/> Planning Advance (uncommon; requires State legislative approval) | <input type="checkbox"/> CWSRF Interim Financing |

APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT		DATE OF APPLICATION	
Town of Hinesburg		May 12, 2021	
SYSTEM NAME	WSID NUMBER	WASTEWATER PERMIT NUMBER	
Hinesburg WW System	N/A	3-1172	
MAILING ADDRESS	TOWN	STATE	ZIP
10632 VT Route 16	Hinesburg	VT	05461
PHONE	CELL PHONE	TAX ID	DUNS NUMBER
(802) 482-2281		03-6000511	6 0 2 1 4 7 7 5 8

CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

CONTACT NAME	TITLE		
Todd Odit	Town Manager		
MAILING ADDRESS	TOWN	STATE	ZIP
10632 VT Route 116	Hinesburg	VT	05461

PHONE

(802) 482-4207

CELL PHONE

EMAIL ADDRESS

todithvt@gmavt.net

ALTERNATE AUTHORIZED REPRESENTATIVE(S)

This section may be completed by engineer or applicant

AUTHORIZED REPRESENTATIVE NAME

Joy Dubin Grossman

TITLE

Interim Town Manager

MAILING ADDRESS

10632 VT Route 116

TOWN

Hinesburg

STATE

VT

ZIP

05461

PHONE

(802)482-4207

CELL PHONE

EMAIL ADDRESS

jdubingrossman@hinesburg.org

Add Alternate Representative

ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

This section may be completed by engineer or applicant

FIRM NAME

Aldrich + Elliott PC

CONTACT NAME

Wayne Elliott

MAILING ADDRESS

6 Marketplace, Suite 2

TOWN

Essex

STATE

VT

ZIP

05452

PHONE

(802) 879-7733 X103

CELL PHONE

(802) 922-2649

EMAIL ADDRESS

welliott@aeengineers.com

LOAN REQUEST

This section may be completed by engineer or applicant

Project Title: Wastewater Treatment Facility Upgrade and Expansion Contract No. 1

Total amount requested for this loan: \$ 2,375,000

Total projected project cost: \$ 11,700,000

Please describe the source(s) of the additional funding needed to cover the difference between the amount requested for this loan and the total projected project cost:

This application is for the Step III for Contract No. 1 Subgrade Improvements (\$2,100,000) and Small Purchase No. 1 Lagoon No. 1 Sludge removal (\$275,000). The total amount requested for this loan is to be State Clean Water funded.

Please describe the history of the project:

Upgrade of the treatment facility is required to meet the new permit limits for total phosphorus and ammonia specified in the latest Discharge Permit. The existing aerated lagoon facility can not meet these lower limits without significant upgrades. A new treatment facility is planned and the Town passed a bond vote on November 3, 2020. This application is for the Step III for the Phase I subgrade improvements under Contract No. 1.

Please describe who will benefit from the proposed project:

The sewer customers for the Town.

Do current and potential customers have alternative sources of water and is the proposed project the best and most cost-effective alternative?

N/A

Please provide a description of the project as it relates to this loan. Include specifications and materials used, water sources, and treatment facilities (attach sheets if necessary):

This application is for the Contract No. 1 Subgrade Improvements.

Please include estimated or actual project cost summary/estimate of probable project costs.

Is the Applicant interested in sponsoring a Water Infrastructure Sponsorship Program (WISPr) project?

Yes No

SITE INFORMATION

This section may be completed by engineer or applicant

An attorney's legal opinion may be required regarding the site or sites where the project will be located. The Facilities Engineering Division's Construction Section will make this determination for the project.

Do you own all land or possess all the easements or rights-of-ways for project sites?

Yes No

ESTIMATED PROJECT SCHEDULE

This section should be completed by the engineer

Estimated Project Initiation Date:

Estimated Project Completion Date:

ESTIMATED SPENDING SCHEDULE OF LOAN PROCEEDS

This section may be completed by engineer or applicant

Quarter	Year	Amount
April - June	2021	\$200,000
July - September	2021	\$400,000
October - December	2021	\$1,700,000
January - March	2022	\$75,000
<input type="button" value="Add Another Quarter"/>		
TOTAL -->		\$2,375,000

FISCAL SUSTAINABILITY PLAN

This section should be completed by the applicant

Does the applicant currently have, maintain, and implement a Fiscal Sustainability Plan (FSP) or its equivalent (See the [FED website for FSP information](#))?

Yes No

If no, please note that the loan recipient must complete the Fiscal Sustainability Plan Certification as required by Section 603(d)(1)(E) of the Federal Water Pollution Control Act (FWPCA). By acceptance of this Agreement, the loan recipient agrees to complete the Fiscal Sustainability Plan Certification on or before 90% disbursement of project funds and send to the Vermont Facilities Engineering Division.

REVENUES

This section should be completed by the applicant

What is the Applicant's fiscal year?

User Rate Revenue Table

	Current FY - 2	Current FY - 1	Current FY (estimated)	Current FY + 1 (estimated)	Current FY + 2 (estimated)
Amount Billed	\$408,883	\$387,228			
Amount Collected	\$381,031	\$429,103			
Amount Uncollected/Outstanding	\$128,647	\$119,282	\$123,435		
Estimated Amount of Commercial Revenue					

Does the system use tax revenue to support any utility related activities, including capital projects?

Yes No

EXPENDITURES / SYSTEM OPERATION & MAINTENANCE EXPENSES

This section should be completed by the applicant

Current Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

Post Project Fiscal Year O&M Costs (exclusive of debt and reserve fund payments):

Please attach a copy of your actual YTD revenue and expenses, and projected budget.

EXPENDITURES / SYSTEM DEBT

This section should be completed by the applicant

What is the applicant's total long-term outstanding debt?

What is the applicant's total annual long-term debt payment?

Direct Debt

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4	Current FY + 5
Total Payment	\$49,328	\$49,328	\$49,328	\$49,328	\$49,328	\$49,328

Long-Term Debt Schedule

Purpose of Long-Term Debt	Direct or Self-Supporting	Year of Maturity	\$ Amount Outstanding
Wastewater Upgrade	Self-Supporting	2031	\$464,824
Wastewater Upgrade	Self-Supporting	2031	\$17,942
Vehicle Loan (F-350)	Self-Supporting	2022	\$4,800
Total As of ->		6/30/2021	\$487,566

Does the system have any authorized but unissued debt (excluding the debt requested in this application)?

Yes No

Does the Applicant have any future borrowing plans over the next 5 years?

Yes No

Are there other capital projects in the near term (5 years)?

Yes No

Does the Applicant have an annual or cumulative deficit?

Yes No

Does the Applicant anticipate an increase in revenues as a result of these improvements?

Yes No

Please explain the increase in revenues you anticipate will result from these improvements.

Yes, new sewer connections will be made from new development and allocation fees will be increased from new development

Does the Applicant anticipate a reduction in operating expenses as a result of these improvements?

Yes No

What are the economic trends in your service area - jobs, population increases/decreases, housing starts, property values, etc.? For Mobile Home Parks, please provide an occupancy history for the past five (5) years.

Growth is anticipated for both residential and non residential development.

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

None

SYSTEM RESERVE FUNDS

This section should be completed by the applicant

Does the Applicant have any reserve funds?

Yes No

Is the Applicant actively contributing to reserve funds in accordance with a short-term Asset Replacement Table (START)?

Yes No

What does the Applicant do with surpluses, if any?

Reserve Funds

	Current FY	Current FY + 1	Current FY + 2	Current FY + 3	Current FY + 4
Amount Available	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Financial Documentation & Controls

This section should be completed by the applicant

Please submit 3 years audit financial statements. If not available, submit:

- 3 years statement of revenue and expenditure, AND;
- 3 years year-ending cash balance (checking, savings, and investment accounts)

Has anything occurred since the date of your last annual financial report or financial statement that would have a significantly negative effect on your revenues, expenditures, or ability to pay future debt service?

Yes No

Did the Applicant have more than one budget defeat in the last two years?

Yes No

Does the Applicant have any pending litigation in excess of \$10,000 on the system and/or the municipality?

Yes No

Does the Applicant offer a retirement plan to its employees (including VMERS)?

Yes No

Please describe your plan, your estimated proportionate share of unfunded pension liability:

If the Applicant has its own retirement plan separate from VMERS, does it have any unfunded pension liabilities?

Yes No

Describe the Applicant's budget control system. Does the Applicant use multi-year forecasting or interim (quarterly or monthly) financial reports to monitor your status?

Monthly budget report updates

Are all account records currently maintained for:

Checkbook Yes No Don't Know

By Whom:

Comments:

[Empty input field]

Receipts Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Disbursements Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Deposit Slips Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Are bank statements reconciled on a regular basis?

Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Are bank accounts and ledger balances reconciled on a monthly basis?

Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Are financial records maintained in a computerized system?

Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Are any financial records maintained in manual form?

Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Does the applicant maintain separate reporting for this utility?

Yes No Don't Know By Whom:

Comments:

[Empty comment box]

Does someone other than the treasurer receive unopened bank statements and review bank reconciliations?

Yes No Don't Know By Whom:

Comments:

Does the same individual open the mail and deposit checks?

Yes No Don't Know By Whom:

Comments:

Does the organization receive payments in cash?

Yes No Don't Know By Whom:

Comments:

Does the Applicant have pre-numbered receipt books for cash payments?

Yes No Don't Know By Whom:

Comments:

Are checks always written to specified payees and not to cash?

Yes No Don't Know By Whom:

Comments:

Are pre-numbered checks used for all bank accounts?

Yes No Don't Know By Whom:

Comments:

Are checks written by the same individual who approves payments?

Yes No Don't Know By Whom:

Comments:

[Empty text box]

Have there been any changes in authorized signatures during the fiscal year?

Yes No Don't Know By Whom: [Empty text box]

Comments:

[Empty text box]

Has a signature stamp ever been used for any account?

Yes No Don't Know By Whom: [Treasurer]

Comments:

[Empty text box]

Is the organization professionally audited by a CPA?

Yes No Don't Know By Whom: [Fothergill, Segale & Valley]

Comments:

[Empty text box]

Does the Authorized Representative assist in the audit planning process?

Yes No Don't Know By Whom: [Town Administrator]

Comments:

[Empty text box]

Is a specific individual responsible for correcting audit findings?

Yes No Don't Know By Whom: [Treasurer]

Comments:

[Empty text box]

Are regular financial reports prepared for the board?

Yes No Don't Know By Whom: [Treasurer]

Comments:

[Empty text box]

Are budget to actual reports prepared for each department?

Yes No Don't Know By Whom: [Treasurer]

Comments:

[Empty text box]

Has the Authorized Representative borrowed money from the utility?

Yes No Don't Know By Whom:

Comments:

Has the organization had a theft, embezzlement or wire fraud in the last 5 years?

Yes No Don't Know By Whom:

Comments:

Has the Treasurer or CFO participated in any business which does business with the system/utility?

Yes No Don't Know By Whom:

Comments:

Does the Applicant loan money to employees?

Yes No Don't Know By Whom:

Comments:

Have board members attended financial trainings?

Yes No Don't Know By Whom:

Comments:

Has the Treasurer/CFO attended trainings on recordkeeping?

Yes No Don't Know By Whom:

Comments:

Does the Applicant have written financial policies and procedures?

Yes No Don't Know By Whom:

Comments:

Does each employee have copies of these policies and procedures?

Yes No Don't Know By Whom:

Comments:

KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc. Failure to include all key personnel will result in the application considered incomplete.

NAME

POSITION (select from the list or enter another value)

Todd Oditt

Town Manager/Administrator

QUALIFICATIONS:

NAME

POSITION (select from the list or enter another value)

Phil Pouch

Governing Body Chair

QUALIFICATIONS:

Add Another Key Person

ADDITIONAL COMMENTS

Provide any additional comments for your application here:

Certification

The Applicant certifies that it possesses the legal authority to apply for the SRF loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's Legislative Body authorizing the filing of the application. A resolution, motion, or similar action has been duly adopted or passed authorizing the person identified herein as the authorized representative of the Applicant in connection with the project for the purpose of furnishing information, data and documents pertaining to the project as required by the State of Vermont.

Authorization Date:

REPRESENTATIVE SIGNATURE Phil Pouech
PRINT NAME

REPRESENTATIVE SIGNATURE Merrily Lovell
PRINT NAME

REPRESENTATIVE SIGNATURE Jeff French
PRINT NAME

REPRESENTATIVE SIGNATURE Mike Loner
PRINT NAME

REPRESENTATIVE SIGNATURE Maggie Gordon
PRINT NAME

Clerk Certification

Clerk Signature Date:

SIGNATURE OF CLERK Missy Ross
PRINT NAME

Authorized Representative Certification

Authorized Representative Signature Date:

SIGNATURE OF AUTHORIZED REPRESENTATIVE Todd Odit
PRINT NAME

Submit completed application and all attachments via email to:



Tom Brown, CWSRF Project Lead
[phone] 802-622-4205 [email] thomas.brown@vermont.gov
Department of Environmental Conservation
Facilities Engineering Division



This is **EXHIBIT K**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 17, 2018**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

The Effective Date of this Amendment is: May 17, 2021

Background Data

Effective Date of Owner-Engineer Agreement: September 17, 2018

Owner: Town of Hinesburg

Engineer: Aldrich + Elliott PC

Project: Hinesburg Wastewater Treatment Facility – Subgrade Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services

Description of Modifications:

INTRODUCTION

For this amendment, the scope of services includes the Step III Bid Phase, Construction Administration, Resident Project Representative Services, and Special Services for the Phase I – Subgrade Improvements.

SCOPE OF SERVICES

The ENGINEER will provide the following scope of services:

BID PHASE SERVICES

Bid Phase Services are added by this amendment in accordance with Section *A1.04 Bidding and Negotiating Phase* in the original agreement. This phase includes the Disadvantage Business Enterprise procurement process per the State of Vermont Revolving Loan fund and EPA requirements. Total duration of this phase is 60 calendar days (30 days for DBE solicitation and 30 days for the bid period).

Bid Phase Services Total Fee: \$8,700.00 – Lump Sum

CONSTRUCTION PHASE SERVICES

Construction Phase Services are added by this amendment in accordance with Section *A1.05 Construction Phase* in the original agreement. This phase includes both Construction Administration and Resident Project Representative services.

The Construction Administration portion of this phase includes geotechnical services provide through a subconsultant specifically related to improvement of the subgrade to include but not be limited to: observation of the lagoon subgrade, working pad and drainage layer, initial wick drain installation, piezometer set-up, installation, calibration & stabilization readings, and data monitoring).

The Resident Project Representative (RPR) portion of this phase includes full-time on-site observation of all active construction while the contractor is on-site (refer to original agreement). The RPR effort in this scope of services is limited to 840 man-hours.

The Construction Phase Services are based on a 150 calendar day duration.

Construction Administration Total Fee: \$79,800.00 – Lump Sum

Resident Project Representative Total Fee: \$106,900.00 – Not-to-Exceed.

SPECIAL SERVICES

Special Services are added by this amendment in accordance with Section *A1.06 Post Construction Phase* in the original agreement. This phase is limited to preparation of Record Drawings, Davis Bacon Act (Certified Payroll review and management) and Administration of the American Iron and Steel provisions of the SRF program.

Special Services Total Fee: \$9,200.00 – Lump Sum

Amendment No. 5 Summary of Fees

Bid Phase Services	\$ 8,700	Lump Sum
Construction Phase Services		
Construction Administration	\$ 79,800	Lump sum
Resident Project Representative	\$ 106,900	Not-to-Exceed
Special Services	\$ <u>9,200</u>	Lump Sum
Total	\$ 204,600	

Agreement Summary:

Original agreement amount:	\$ <u>59,900</u>
Net change for prior amendments:	\$ <u>136,300</u>
This amendment amount:	\$ <u>204,600</u>
Adjusted Agreement amount:	\$ <u>400,800</u>

Change in time for services (days or date, as applicable): This phase of work is expected to begin in May of 2021 and extend to December 2021.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of Hinesburg _____

Aldrich + Elliott PC _____

By: _____
Print name: _____

By: Jason R. Booth, PE _____
Print name: _____

Title: _____

Title: Vice-President _____

Date Signed: _____

Date Signed: 5/13/2021 _____

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Wastewater Treatment Facility Upgrade Subgrade Improvements
 PROJECT LOCATION: Hinesburg, Vermont
 APPLICANT & LOAN/GRANT NUMBER: TBD

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	DWSRF Fee Amount	CWSRF Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study			LS/NTE
2. Step I – Preliminary Engineering			
a. Preliminary Engineering Report Services		\$98,800	LS
b. Environmental Information Document Services			
3. Step II – Final Design			
a. Basic Services – Final Design		\$74,500	LS
b. Subsurface Investigation			
c. Special Services		\$17,000	NTE
4. Step III			
a. Bid Phase Services		\$8,700	LS
b. Construction Phase Services		\$79,800	LS
c. Resident Project Representative Services		\$106,900	NTE
d. Special Services		\$ 9,200	LS
e. Post Construction Monitoring		\$20,000	LS
5. Total Engineering Costs		\$414,900	
6. Construction Costs			
a. Contract 1		\$1,520,000	
b. Small Purchase		\$250,000	

c. Contingency (10%)		\$177,000	
7. Administrative/Permit Fees		\$250	
8. Bond Vote/Funding Assistance		\$5,900	
9. Legal & Fiscal		\$2,500	
10. Short Term Interest		\$5,000	
11. Total Project Cost		\$2,375,550	
12. Total Bond Amount		\$11,700,000	

SCOPE OF SERVICES

The scope of services can be found in the original agreement. Sections are identified in the amendment document.

PROGRESS MEETING AND DELIVERABLES

~~DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step _____ deliverables and meetings:~~

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final		

~~Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.~~

ALDRICH + ELLIOTT PC

Engineer Date

A+E Engineers, PC
 Town of Hinesburg, Vermont

Owner Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19



Chittenden Solid Waste District

ADMINISTRATIVE OFFICE
1021 Redmond Road
Williston, VT 05495

EMAIL info@cswd.net
TEL (802) 872-8100

www.cswd.net

May 3, 2021

Joy Dubin Grossman
Town of Hinesburg
10632 VT Route 116
Hinesburg, VT 05461

Dear Joy:

Attached please find copies of the Chittenden Solid Waste District Proposed FY 22 Budget. **CSWD is scheduled to meet with the Town of Hinesburg on Wednesday, May 19, 2021 at 7:00 p.m. or later.** Please forward the attached copies to your Selectboard for their review.

On April 28, 2021 CSWD's Board of Commissioners approved sending the Proposed FY 22 Budget to member towns for their approval. Below is Section 4. (b) of the Chittenden Solid Waste District Charter.

Within 45 days of the approval of the budget by the Board of Commissioners, the legislative body of each member municipality shall act to approve or disapprove the budget.

The budget shall be approved if approved by the legislative bodies of a majority of the member municipalities. (For such purposes, each member municipality shall be entitled to one vote.) A legislative body that disapproves the budget must file with the Board of Commissioners a written statement of objections to the budget identifying those specific items to be changed, and failure to file such statement of objections within the forty-five (45) day period shall constitute approval by such municipality. A legislative body that fails to act to approve or disapprove the budget within the forty-five (45) day period shall likewise be deemed to have approved the budget.

As stated above, each member municipality may choose to approve or disapprove the budget prior to June 11, 2021. Please feel free to contact me should you have any questions. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Amy Jewell'.

Amy Jewell
Director, Administration

Cc: Doug Taff – Rep.

To See The budget detail go
to www.cswd.net

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: APPROVE WASTE WATER DRB APPLICATION
DATE: 4/28/2021

ISSUE:

The issue is whether the Selectboard will approve submitting a conditional use approval application to the DRB for Phase 1 of the Waste Water Improvement project.

DISCUSSION:

The Planning and Zoning office has determined that a portion of the phase 1 work (subgrade improvements and wick drain installation) requires conditional use approval due to land development in the FEMA special flood hazard area. The hearing date will be June 15, 2020. Given the 30 day appeal period following a DRB decision and the fact that the project will be done this fall, the application materials needed to be submitted prior to the Selectboard approving the application.

RECOMMENDATION:

It is recommended that the Selectboard, approve submitting a conditionaul use approval application to the DRB for Phase 1 of the Waste Water Improvement project.

Zimbra

todithvt@gmavt.net

RE: Hinesburg Wastewater Upgrade and Expansion

From : Alex Weinhagen <aweinhagen@hinesburg.org>

Mon, May 10, 2021 04:31 PM

Subject : RE: Hinesburg Wastewater Upgrade and Expansion 3 attachments**To :** 'Erik Bailey' <ebailey@hinesburg.org>, 'Todd Odit' <todithvt@gmavt.net>**Cc :** 'jdubingrossman' <jdubingrossman@hinesburg.org>, 'Jim Jarvis' <jjarvis@hinesburg.org>**Reply To :** aweinhagen@hinesburg.org

Todd,
Erik's phone call was super helpful! I just spoke with Mitch.

Two scheduling options:

- **June 15 DRB mtg** – Would need to keep it simple – i.e., just Phase 1 review. Would need a couple items in the next few days – e.g., 1) a project narrative; 2) a site map that shows both the site and the FEMA flood hazard delineation. We are required to send application materials to the State floodplain manager for review 30-days ahead of a DRB hearing – i.e., by the end of the this week. Hence the need for application materials right away. Ahead of the meeting, Mitch also recommends a letter from the project engineer stating that the project will not be vulnerable to nor have any impact on floodwaters based on the FEMA flood elevation and the existing berm height).
- **July 20 DRB mtg** – Could review just Phase 1 or the overall project. Would need above materials for Phase 1, and substantially more for review of the next phase. I recommend permitting just Phase 1 this year.

Note – There is a 30-day appeal period following any DRB approval.

Let me know who I should be working with to get the permit application materials together. Concurrent with getting DRB application materials together, I would like to talk to the project engineer (Wayne Elliott) about the possibility of submitting a LOMA application to FEMA.

Alex Weinhagen
Director of Planning & Zoning, Town of Hinesburg
aweinhagen@hinesburg.org
www.hinesburg.org - Planning/Zoning page
802-482-4209
10632 Route 116, Hinesburg, VT 05461



HINESBURG WASTEWATER TREATMENT PLANT HINESBURG, VERMONT

DRB APPLICATION MATERIALS FOR PHASE I SUBGRADE IMPROVMENTS

May 12, 2021

1) Project Narrative

The Town of Hinesburg operates a 250,000 gpd wastewater treatment facility (WWTF) regulated under a State of Vermont Discharge Permit. As a condition of the Lake Champlain TMDL, the annual effluent phosphorus limits have been significantly reduced and are reflected in the most recent permit for the facility. Additionally, under the Vermont water quality standards for the LaPlatte River, the WWTF must meet new total ammonia nitrogen requirements. During the last 2008 upgrade, the design capacity of the plant was increased to 0.308 mgd but was not formalized in a Discharge Permit amendment. The project takes into account the reasonable growth of the existing sewer collection system and treatment capacity of the WWTF, so the proposed upgrades will increase the permitted capacity 30% from 250,000 to 325,000 gpd. The majority of the construction is proposed in Lagoon No. 1 to minimize environmental concerns.

The proposed project will be conducted in two phases. Phase I will consist of subgrade improvements at the site. Wick drains will be installed in a portion of Lagoon No. 1 and the area will be preloaded with fill to accelerate consolidation.

This application does not include Phase II, but Phase II will consist of upgrades to both the WWTF and the Main Pump Station as follows:

- New headworks with screening
- Abandon and regrade existing Lagoons #2 and #3 while restoring to flood plain.
- Two (2) new cast-in-place concrete SBR reactor tanks with pre- and post-equalization tanks.
- Flocculation tank and tertiary cloth media filtration.
- Ultraviolet disinfection system.
- Sludge storage tanks.
- Control building for operator office, laboratory, electrical/controls, workshop and appurtenant equipment.

Upgrades to the Main Pump Station are internal to the existing structure and are as follows:

- Replacement of existing pumps with three new centrifugal pumps.
- New triplex pump control panel.

2) Site Map

The site map for the proposed Phase I improvements can be found in the Phase I plan set already received by the DRB. See Attachment A for Figure 1, depicting the project area and existing environmental conditions.



3) Project Review Sheet

An update on required State permitting for the project is provided below. A project review sheet was not provided by the district office as it was determined that Phase I would require the submission of an Act 250 permit.

Act 250

The application for the phase I project was submitted to the district office on 4/7/2021, and supplemental Information was distributed on 4/26/2021. The application was deemed complete on 4/27/2021. Under this application, a number of criteria are being evaluated for Phase II as a Master Permit to expedite the process with application materials submitted for the second phase of the project.

A prehearing site visit and conference for the project is scheduled for Friday, May 14, 2021.

Stormwater General Permit

This project was classified as low risk and a Notice of Intent was submitted to the State. The permit is administratively complete and is in a public comment period.

Archeological

An archeological resource assessment was completed, and a signoff for the project was received on 4-20-21. It was determined that the project will have no effect on historic resources.

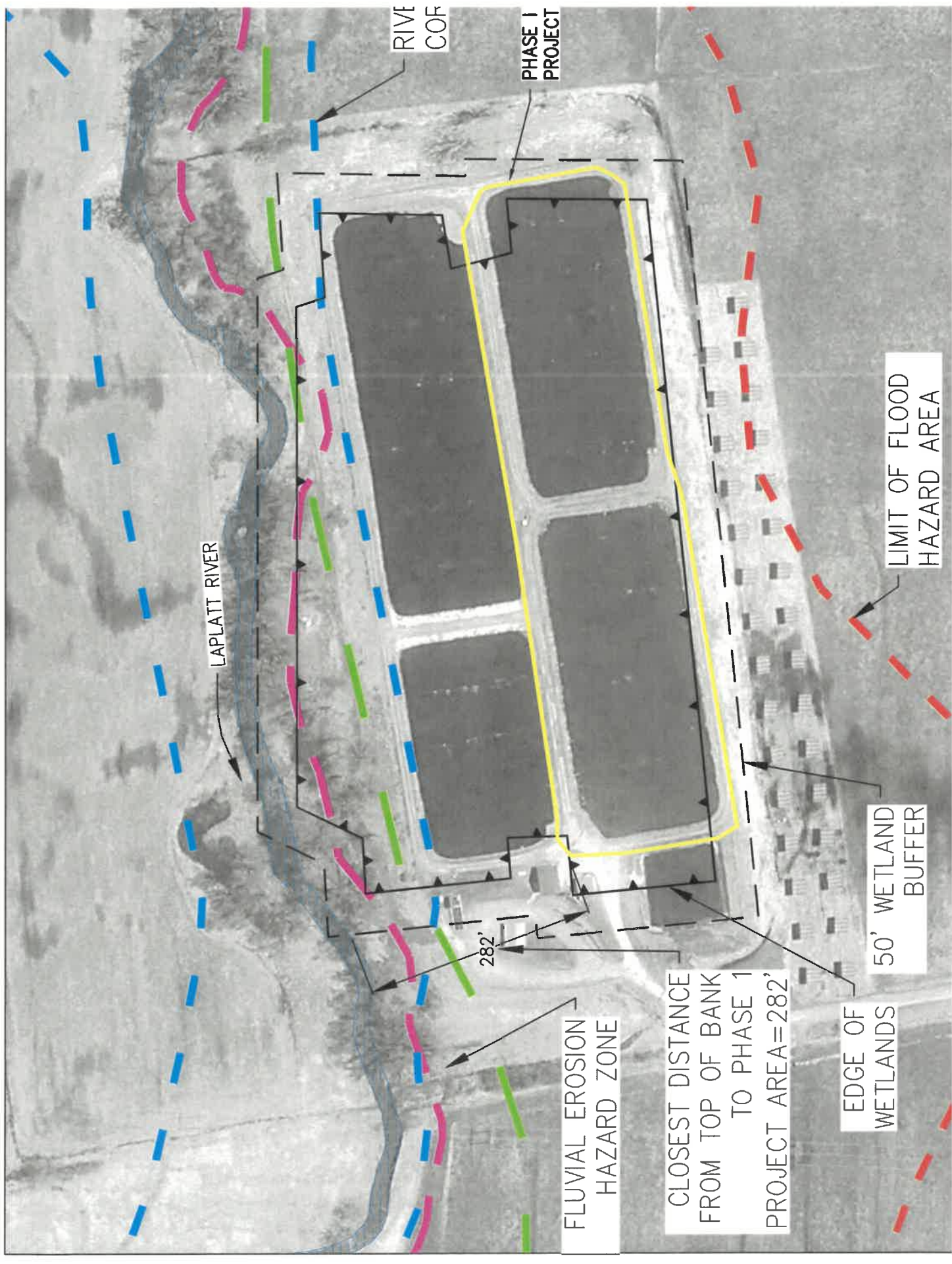
4) Floodway Narrative

The project area for Phase I will be within the mapped flood hazard area for the LaPlatte River. The Zone AE flood hazard area for the project has a base flood elevation (BFE) ranging between 323' and 324'. However, all work under Phase I will be conducted within the footprint of existing lagoon 1. The existing top of berm of this lagoon is located at elevations much higher than the BFE. Therefore, the proposed work will be occurring within an area above the BFE. The grading of the existing lagoons is shown on the plans that have been received by the DRB.

Aldrich and Elliott will be submitting a Letter of Map Amendment (LOMA) to FEMA for the project area. The facility is elevated above the FEMA base flood elevation, so this process is expected to be relatively straight forward. The hope is to have the mapping amended prior to the submission of the Phase II project materials.

ATTACHMENT A

**ENVIRONMENTAL CONDITIONS
MAP**



FLUVIAL EROSION
HAZARD ZONE

CLOSEST DISTANCE
FROM TOP OF BANK
TO PHASE 1
PROJECT AREA=282'

EDGE OF
WETLANDS

50' WETLAND
BUFFER

LIMIT OF FLOOD
HAZARD AREA

LAPLATT RIVER

RIVER
COF

PHASE I
PROJECT

282'

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: CARSE PROPERTY AND TOWN FOREST CONSERVATION
DATE: 5/19/2021

ISSUE:

The issue is whether the Selectboard will support the acquisition of the 291+/- acre Carse property, conservation of that parcel and the HTF with an easement held by VLT and the Vermont Housing and Conservation Board, and contribute \$20,000 in town funds toward the overall project.

DISCUSSION:

Refer to the attached email and project information sheet for general project information. Bob Heiser from the Vermont Land Trust and Paul Wieczorek from the Hinesburg Land Trust will attend the meeting explain the project and answer any questions. There are a few asks that VLT and HLT have and they are as follows:

- 1) Does the Selectboard support the acquisition of the Carse property?
- 2) If acquired, does the Selectboard support conserving the Carse Property and Hinesburg Town Forest through a conservation easement held by the Vermont Land Trust and Vermont Housing and Conservation Board?
- 3) If the Selectboard decides to pursue conservation of the parcels, would the Selectboard put that to a town wide vote, or would they utilize the section of law that allows them to make that decision but allows voters an opportunity to petition for a vote on that decision?
- 4) Would the Selectboard contribute \$20,000 of town funds toward the project?

For project funding, it is my understanding that the Town Forest Committee had discussed using their funds for the project. If that is the case, they have a little over \$23,000 in their Town Forest Projects fund.

RECOMMENDATION:

It is recommended that the Selectboard, approve submitting a conditionaul use approval application to the DRB for Phase 1 of the Waste Water Improvement project.



March 29, 2021

Joy Dubin Grossman, Interim Town Manager (via email)
Pat Mainer, Hinesburg Town Forest Committee Chair (via email)
Phil Pouech, Selectboard Chair (via email)
Town of Hinesburg
10632 VT Route 116
Hinesburg, VT 05461

Dear Phil, Pat, and Joy:

We are writing to request to be on the agenda for the Selectboard meeting on Wednesday, April 7 and the Hinesburg Town Forest Committee Meeting on Thursday, April 8 to introduce an opportunity for the Town to acquire land as an addition to the Hinesburg Town Forest. The Carse Land Company is selling their land holdings north and south of Lincoln Hill Road. A town purchase of the 291-acre portion north of Lincoln Hill Road, abutting the Hinesburg Town Forest, would secure an important recreational and landscape connection. This portion of the Carse land provides important public access to the Hinesburg Town Forest from the south. We are not seeking any action from the Selectboard at this meeting, but rather we are looking to inform the Selectboard about this opportunity and to outline a potential timeline for the Town's consideration of moving forward. Vermont Land Trust (VLT) and Hinesburg Land Trust (HLT) are excited to work with the Town as it considers this opportunity and to assist with the acquisition and conservation process if the community is supportive.

In order to use the Selectboard's and Town Forest Committee's time most efficiently, we will provide in this letter a detailed description and context of the opportunity and a potential path forward if the Town is interested in pursuing it. We then look forward to hearing your initial thoughts and answering any questions you have at your upcoming meetings.

Background

The opportunity for the Town to consider is the purchase of approximately 291 acres of land being sold by the Carse Land Company (CLC) north of Lincoln Hill Road and abutting the Hinesburg Town Forest on two sides. The land is a beautiful stretch of forestland that has multiple public trails that cross uninterrupted into, and out of, the Town Forest. Town acquisition and conservation would secure this continuous forested landscape, frontage and access to Lincoln Hill Road for the Town Forest, and the connection to the popular 10 miles of trails on the southern Carse property. HLT and VLT would raise the majority of the funding for the Town to acquire the land if it is interested. Funding sources helping the Town to acquire this strategic parcel would want to ensure that their public and private dollars are protected by a conservation easement on the additional land and on the existing Town Forest, ensuring that neither property could be sold, developed, or closed to the public in the future.

The land south of Lincoln Hill Road is being sold by the CLC to a Carse family member, and the 291-acres abutting the Hinesburg Town Forest is to be sold out of the family. Given this northern parcel's connection with the Town Forest and the access it provides to this community land, the Carse family has graciously agreed to work with VLT, HLT, and the Town of Hinesburg to give the Town the first opportunity to purchase this land. VLT has entered into a purchase and sale agreement with the CLC to

secure the property while the Town considers the opportunity. A Town purchase would likely be a longer process than the family would otherwise face, so we are thankful to the family for enabling the Town to consider an acquisition before they list the land for sale on the open market, which could threaten the public use of the land, existing trails, access to the Hinesburg Town Forest from the south, and a critical connection to a popular public trail network on the southern Carse land.

The Dragon's Tail Trail and the Back Door Trail cross uninterrupted between the Carse property and the Hinesburg Town Forest. The Carse property includes a trailhead on Lincoln Hill Road that provides Town Forest users with an access point from the South and a connection to the ten miles of public trails on the Carse lands south of Lincoln Hill Road. The land has multiple areas of frontage on Lincoln Hill Road, with one small field along the road that has been used as a log landing.

The property is also very important from an ecological perspective and as part of a connected forested landscape. The land consists of two ridges on the east and west with a forested "bowl" in the middle of the property. The land is dominated by red oak and northern hardwoods, and includes headwater streams, a beaver pond and an associated wetland. The Carse property and the Hinesburg Town Forest are in an area identified as a Priority Interior Forest Block and a Priority Connectivity Block by the Vermont Conservation Design, a statewide plan to sustain Vermont's valued natural areas, forests, waters, wildlife, and plants.

Purchase and Sale Agreement

Vermont Land Trust has entered into a purchase and sale agreement with the CLC to secure the property and to give the Town the opportunity to consider a purchase of the land as an addition to the Hinesburg Town Forest. Key provisions of the purchase and sale agreement include:

- ***Assignable to the Town.*** If the Town is interested in purchasing the property, the contract can ultimately be assigned to the Town once all the pieces are in place for the purchase, and the Town can then take VLT's position in the contract and purchase the property directly. VLT's interest in maintaining the Purchase and Sale Agreement on the property is dependent upon the Town's interest in ownership, as VLT is not in a position to own the land.
- ***Purchase Price.*** The purchase price is \$305,000 based on an appraisal of the property by Peter Nault of McManus & Nault Appraisal Company. The appraisal is currently in the form of a "restricted use report," which provided a value to negotiate a purchase price, and the report will need to be upgraded to a full report to meet funding requirements. The full budget to complete the project, including associated costs, is presented further below.
- ***Closing date.*** The closing of a purchase must occur by February 28, 2022. If the Hinesburg Selectboard decides that it will require a town vote at Town Meeting 2022, VLT can pay an additional deposit to extend the closing deadline to June 30, 2022.
- ***Interim progress / performance dates.*** The family is open to giving the Town, VLT and HLT sufficient time to complete the purchase, but they do not want to unnecessarily delay the CLC's sale of the property. Accordingly, we seek to achieve the following progress by June 30, 2021:
 - ***Funding of at least \$200,000 secured.*** VLT is prepared to submit an application to the Vermont Housing & Conservation Board (VHCB), a major funder of conservation projects throughout Vermont, on April 20, 2021 seeking \$225,000 toward the purchase. The VHCB board will meet on June 23, 2021 to consider the application.
 - ***Selectboard Vote of Support.*** A Selectboard vote of support for pursuing this opportunity will be important for the consideration of the VHCB application and other funding requests. Given the June 23 VHCB meeting date, we are seeking a Selectboard vote at (or before) its early June meeting. We understand that the Selectboard may

choose to make this vote of support contingent upon an affirmative vote at Town Meeting 2022.

Conservation Easement

To help the Town acquire this land, VLT and HLT will raise the majority of the funds to cover the total budget (see budget section below). The major funders we will be approaching to help the Town add this critical land to the Hinesburg Town Forest will want to know that their investment is protected, and that the Town couldn't then turn around in one year, ten years, or a hundred years and sell or develop the Carse land or the existing Town Forest. A condition of the funding will require a conservation easement held by VLT and VHCB on the Carse land and the existing Town Forest, protecting the combined, larger town resource as a town forest, forever open to the public.

Enclosed is an overview of the standard conservation easement we use when receiving VHCB funding to help towns acquire land for their town forests. The conservation easement essentially protects the land as a town forest—protecting its important natural resources and the public's involvement in the management of the property and access for recreation and outdoor education. VLT has experience working with the Hinesburg Town Forest Committee with a conservation easement on the LaPlatte Headwaters Town Forest.

The current Hinesburg Town Forest Plan has an objective of considering legal conservation of the Town Forest, and we understand that the Town Forest Committee has been setting aside funds from timber harvests to help cover the costs of a potential conservation easement. The costs of conserving the Carse addition and the existing town forest are included in the budget below.

Project Budget

The total project budget includes the acquisition costs and the conservation costs for the Carse Addition and the Hinesburg Town Forest. It also includes a \$50,000 contribution toward a Town Forest Management Fund to be held by the Town. Where we are able, when we assist communities in acquiring land for public ownership, we try to incorporate these management funds for likely costs of owning and managing new lands, such as trail work, water quality improvements (bridges, boardwalks), parking improvements, signage, or other needs. The budget also covers a VLT conservation easement stewardship endowment, which is set aside with the Vermont Community Foundation to ensure that VLT always has the financial resources to uphold the conservation easement.

Expenses

\$ 305,000	Acquisition
\$ 38,809	VLT Project Costs (Title, appraisal, legal, mapping & documentation, staff time)
\$ 25,000	VLT Conservation Easement Stewardship Endowment
\$ 50,000	Hinesburg Town Forest Management Fund
<u>\$ 418,809</u>	Total Project Costs

Income

\$ 225,000	Vermont Housing & Conservation Board
\$ 173,809	Grants and Private Fundraising (HLT and VLT)
\$ 20,000	Town of Hinesburg
<u>\$ 418,809</u>	

Not included in this budget are any costs for the Town to have its attorney review documents related to the purchase and conservation project or any title insurance on the new land that the Town may wish to purchase. Any expense associated with these items would be the responsibility of the Town.

Community members are often interested in knowing the likely impacts to property taxes as a result of any town purchase of land. The 291-acre property is not currently taxed as a separate parcel from the remaining CLC land and does not have its own listed value. If we apply the appraised value of \$305,000 to the 291-acre parcel, our estimate is that the parcel's contribution to Hinesburg municipal taxes would be approximately \$1,660. If purchased by the Town, the Town will no longer collect these municipal taxes from this property. The owner of a "typical" property in Hinesburg (\$285,000 listed value) would see an increase of about \$0.75 per year in their municipal tax bill to absorb this foregone revenue. The impact of foregone school taxes to the state Education Fund (an estimated \$4,637) would be spread across tax payers at the state level, not just Hinesburg tax payers.

Timing

Some of the key dates surrounding the opportunity are listed below should the Town wish to pursue it. These dates represent important "framing" dates in the near future and at the far end of the process, and VLT and HLT would need to fill in dates in the middle to achieve the field work, legal work, fundraising, and community input necessary to complete the acquisition and conservation project.

April 20, 2021	VHCB application deadline
April – May (TBD)	Public information session about opportunity
June 2, 2021	Selectboard Meeting, potential vote of support for project and VCHB application
June 23, 2021	VHCB meeting to consider applications
June 30, 2021	Date for at least \$200,000 in funding committed
February 28, 2022	Contract expires
March 1, 2022	Town Meeting (if needed)
June 30, 2022	Potential contract extension date if Town Meeting vote is desired

We look forward to having an initial conversation with you about this exciting opportunity. We are well aware of how much of a treasured resource the Hinesburg Town Forest is to the community. We also know how having multiple points of access to public land can facilitate use by community members and spread out uses and impacts on the landscape. The pandemic has magnified an already growing interest in outdoor recreation and a desire to access nature for our general well-being. Given these factors and the potential for the Carse land to add to an already beloved resource in Hinesburg, HLT and VLT are committed to doing what we can to help make this opportunity available to the community.

Sincerely,


Paul Wieczorek
Hinesburg Land Trust
mgcpw@gmavt.net
802-343-8642

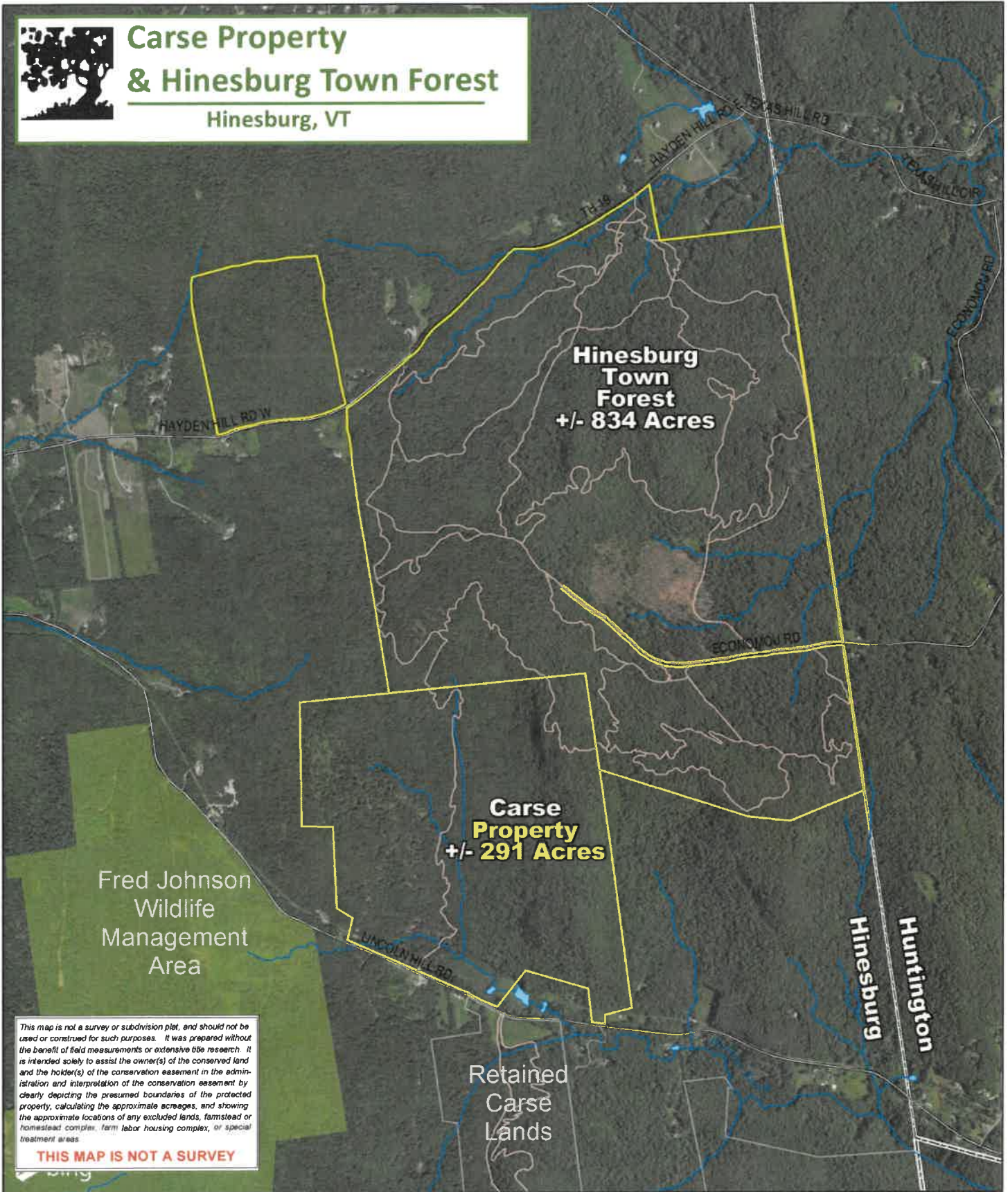

Bob Heiser
Vermont Land Trust
bheiser@vlt.org
802-861-6404

Enclosures: Project Map, Photos, Conservation Easement Overview, Purchase and Sale Agreement






Carse Property & Hinesburg Town Forest

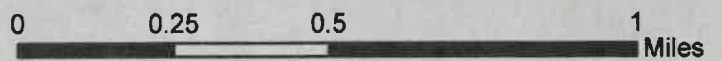
Hinesburg, VT



This map is not a survey or subdivision plot, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements or extensive title research. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, calculating the approximate acreages, and showing the approximate locations of any excluded lands, farmstead or homestead complex, farm labor housing complex, or special treatment areas.

THIS MAP IS NOT A SURVEY

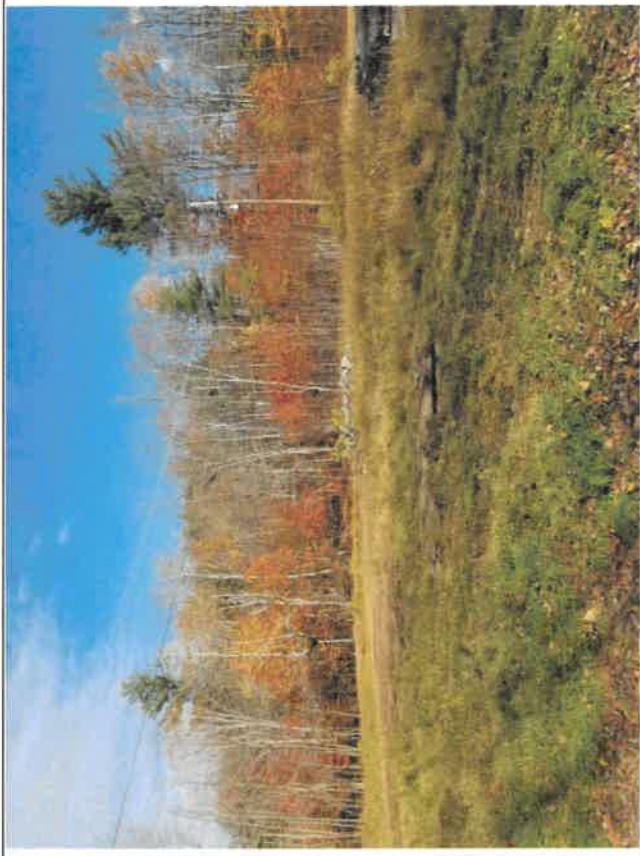
-  Carse Property & Hinesburg Town Forest
-  Carse Retained Land
-  Multi-use Trails



Carse ♦ Hinesburg



Woods road on Carse Property.



Grassy field / log landing and frontage on Lincoln Hill Road.



Dragon's Tail Trail on Carse Property near Hinesburg Town Forest.



Looking east from one ridge to another on Carse property.

Carse ♦ Hinesburg



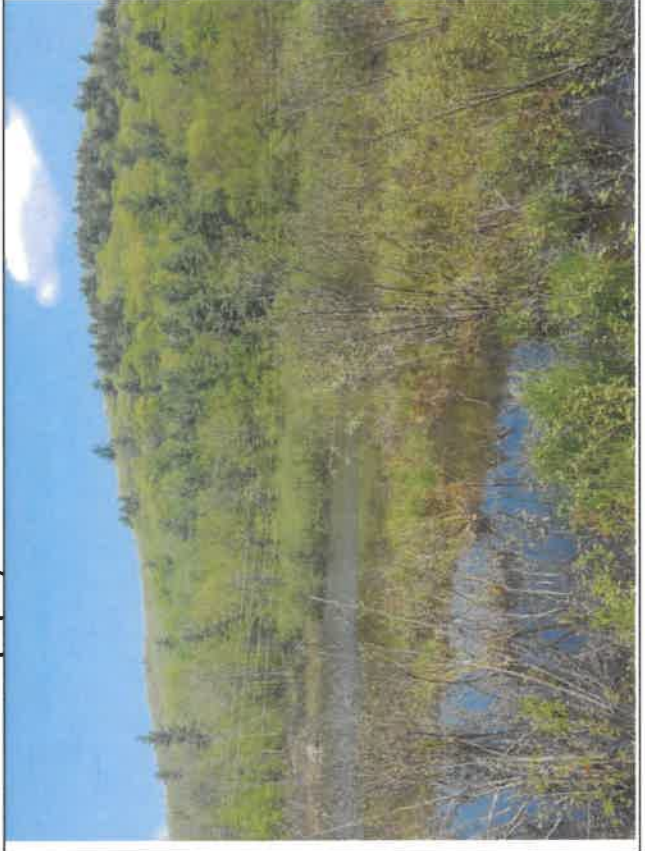
Trail sign on Hinesburg Town Forest to Carse property.



Stream on Carse property.



Boundary marker between Carse and Hinesburg Town Forest.



Beaver pond and hillside near Lincoln Hill Road.

Town Forest Conservation Easement Summary

Vermont Land Trust (VLT) has assisted many communities create and protect town forests that are some of their most treasured places. Conservation easements held by VLT on town forests are tailored to the particular property, yet they often have similar basic structures and primary components. Outlined below are typical components of a town forest conservation easement.

Statement of Purposes

The conservation easement begins with a statement of purposes that governs the entire document. A town forest easement typically includes purposes of protecting wildlife habitat and natural features, productive forestland, public recreation and education, open space and scenic values, and access for the general public for non-commercial, non-motorized uses.

Restricted Uses

Town forest conservation easements outline uses that will be restricted or prohibited because of their likely impacts on the property's resources and the public's use of the property.

- In general, town forest easements limit uses on the property to educational, forestry, non-motorized, non-commercial recreation, habitat conservation, natural area, and open space purposes. Notwithstanding the limitations on commercial recreation, the easement typically allows fees to be charged to cover reasonable costs of providing recreation opportunities, such as groomed cross-country skiing or mountain biking.
- Residential, industrial, or mining activities are generally not permitted.
- Disturbing the surface, such as excavation or removal of topsoil, is generally not allowed (unless reasonably required for an allowed use under the easement).
- Motorized vehicles are generally prohibited, except for uses such as forestry, recreation management, agriculture, emergencies, or for people with mobility disabilities.
- Streams and other water courses on the property cannot be manipulated, except as reasonably necessary to further purposes of the easement (such as trail crossings).
- Maintaining trash dumps on the property is prohibited.
- Commercial advertisement signs or billboards are prohibited.
- Any sale of the land or rights of way would need approval by VLT.

Permitted Uses

The easement outlines allowed uses on the property, provided they are conducted in a manner that does not unreasonably impact other resources. Certain uses (such as new parking areas or structures) may need approval for location and scale. Permitted uses typically include:

- Non-motorized, non-commercial recreational uses such as (but not limited to) bird-watching, skiing, snowshoeing, swimming, fishing, hiking, hunting, and trapping.



Permitted Uses (Continued)

- Snowmobiling and “mechanized” recreation such as mountain biking or horseback riding may be permitted by the Town if addressed in the Management Plan (see below).
- Maintaining existing fields, orchards and pastures is allowed. Any conversion of forestland to create open land would need to be approved by VLT.
- Forest management for timber and wood products is allowed if conducted under a forest management plan approved by VLT. Maple sugaring is also allowed on the property.
- The easement allows maintenance of existing trails and the right to build new trails.
- Events and entertainment for the public are allowed on the property.
- Unpaved parking lots to reasonably accommodate the public are allowed.
- The maintenance and construction of structures reasonably necessary to carry out the purposes of the conservation easement is allowed with VLT approval.

Important Natural Features, Riparian Areas, Wetlands, and Vernal Pools

The easement will identify special zones around uncommon or sensitive natural areas where any management will need to be directed toward the protection of those natural features. For example, easements typically include 50-foot buffer areas around streams and wetlands, within which management must be limited and focused on water quality and aquatic habitat.

Public Access

The conservation easement requires that the property be open to the general public for all types of non-commercial, non-motorized, non-mechanized, dispersed recreational and educational uses, including bird-watching, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation. However, the community may limit or restrict public access to assure compliance with the easement requirements, to protect natural habitats, or to protect public health or safety (including the right to permit, regulate or prohibit fishing, hunting and trapping). Snowmobiling and non-motorized, “mechanized” recreation such as mountain biking or horseback riding may be allowed at the discretion of the Town.

Management Plan

The conservation easement requires that the Town develop a Management Plan for the property with a significant public process and community input. The Management Plan identifies actions and management needs to balance all the resources and human uses, including items such as:

- recreational uses that may need special management focus;
- public access and meaningful recreational links;
- forest management;
- signage;
- identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas;
- educational uses and programs; and
- improvements and structures to further the easement purposes.



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into upon the dates below by and between **CARSE LAND COMPANY, LLC** ("Seller") and the **VERMONT LAND TRUST, INC.**, a nonprofit conservation organization with offices in Montpelier, Vermont ("Buyer").

1. **Description of Property.** The property which is the subject of this Agreement consists of 291 acres, more or less, of land located northerly of Lincoln Hill Road in Hinesburg, Vermont ("Property"). The Property consists of a portion of all and the same lands and premises conveyed to Seller by Warranty Deed from Henry H. Carse to Carse Land Company, a Vermont limited partnership (which was later converted to Carse Land Company, LLC), dated December 21, 1976 and recorded at Book 40 Page 1 of the Hinesburg Land Records. The Property is generally depicted on the map attached to this Agreement as Exhibit A and incorporated herein.

2. **Sale.** The Seller hereby agrees to sell the Property to the Buyer, and the Buyer hereby agrees to buy the Property from the Seller.

3. **Purchase Price.** The purchase price shall be Three Hundred Five Thousand Dollars (\$305,000.00), to be paid by check or wire transfer at closing.

4. **Deposit.** Upon the execution of this Agreement, the Buyer shall pay to Gravel & Shea, PC (the "Escrow Agent") the sum of Ten Thousand Dollars (\$10,000.00) as earnest money (the "Deposit"). The Escrow Agent shall hold the Deposit in a non-interest bearing account in a bank insured by the Federal Deposit Insurance Corporation with offices in Chittenden County, Vermont. The Deposit shall be applied to the purchase price at the time of closing, or shall be returned to the Buyer in the event Seller is unable to give marketable title, or as otherwise provided herein. In the event a town-wide vote is required in order to complete the transaction, as provided in Section 5(e) below, Buyer may elect to pay an additional Five Thousand Dollars (\$5,000) Deposit to extend the closing date as outlined in Section 8 below, thereby increasing the total Deposit to Fifteen Thousand Dollars (\$15,000.00). The Escrow Agent's responsibility shall be limited to discharging the obligations described in this instrument. Excepting with respect to intentional or grossly negligent acts or omissions by the agent in derogation of the requirements of this instrument, all parties to this Agreement will defend, indemnify and hold harmless the Escrow Agent, from all losses, damage, liabilities, claims and expenses, including reasonable attorneys' fees, which may arise or be asserted against it arising from any acts, omissions, neglect, or fault of agent or the parties to this Agreement, as the case may be, or their respective agents, servants, employees, licensees, customers, or invitees. Buyer and Seller acknowledge that the Escrow Agent represents the Seller and nothing herein shall prevent or bar the Escrow Agent from representing the Seller in any future transaction, proceeding or dispute with the Buyer.

5. **Contingencies.** The sale is subject to the following contingencies:

- a) Seller shall, by Vermont Warranty Deed, deliver good, clear, record, insurable and marketable title to the Buyer, free of all liens, tenancies, lease land, glebe land, security interests and other encumbrances (including discharge or release of outstanding mortgages), sufficient for the Buyer to secure title insurance at the Buyer's sole expense. The Buyer agrees to accept title subject to (i) customary utility distribution easements, (ii) water rights subject to the Public Trust Doctrine, (iii) rights of the public to use roads laid out by municipalities, the state or federal government, (iv) rights of way and other easements that do not, in the Buyer's option, materially impair beneficial use of the Property or its eligibility for conservation, and (v) Vermont Use Value Appraisal lien. The state of title to the Property shall be determined by a title examination paid for by the Buyer on or before June 30, 2021 (the "Title Due Diligence Date"). In the event that

Seller cannot deliver good, clear, record, insurable and marketable title to the Buyer, Buyer may elect to terminate this Agreement as set forth below and the Deposit shall be returned to the Buyer.

- b) Buyer shall cause title to the Property to be examined on or before the Title Due Diligence Date and shall notify Seller in writing ten (10) days before the expiration of said period of any encumbrances or defects in the title which render the Property unmarketable ("Buyer's Title Objections"). Within five (5) days after the date that Seller receives Buyer's Title Objections, Seller shall provide Buyer with written notice of its plan to address and/or resolve Buyer's Title Objections ("Seller's Title Plan"). Seller agrees to use reasonable efforts to deliver marketable title as set forth in Paragraph (a), above. Seller's use of reasonable efforts to so deliver title includes the expenditure of up to \$1,000.00, including attorney's fees, to remove title defects and encumbrances (excepting payment of the principal, interest and penalties due under any liens and mortgages which are Seller's obligation and shall not be included in the \$1,000.00 expenditure cap) identified by the Buyer. If Seller's Title Plan is not acceptable to Buyer, Buyer may terminate this Agreement by providing Seller with its notice of termination within fifteen (15) days of receiving Seller's Title Plan, whereupon this Agreement shall be terminated and of no further force or effect and the Deposit shall be returned to the Buyer. If, however, Buyer does not object to Seller's Title Plan and fails to provide notice of termination, as described above, Seller shall deliver at the Closing, and Buyer shall accept at the Closing, such title as Seller is able to convey under Seller's Title Plan and pay the purchase price without reduction. This Section shall not be construed to be a waiver of a claim against marketability by Buyer for any defect arising between the date of Buyer's Title Objections and the Closing Date, which defect(s) in that event shall be removed or corrected by Seller prior to the Closing.
- c) Approval of this transaction by the Board of Trustees of the Vermont Land Trust no later than June 30, 2021.
- d) Buyer's securing no later than thirty (30) days prior to closing a legally enforceable commitment from the Town of Hinesburg to accept title to the Property, subject to a perpetual conservation easement on terms acceptable to the Buyer, contemporaneous with the closing on the sale of the Property by Seller to the Buyer.
- e) Buyer's securing by no later than June 30, 2021 a Hinesburg Selectboard vote in support of the Town of Hinesburg's acquisition of the Property, which vote of support may be conditioned on a positive town-wide vote of Hinesburg voters at a later date. If such vote of support by the Hinesburg Selectboard is conditioned upon a positive town-wide vote of the Hinesburg voters, the approval of the Hinesburg voters must be obtained no later than March 1, 2022.
- f) Buyer's securing by no later than June 30, 2021 a Hinesburg Town Forest Committee vote in support of the Town of Hinesburg's acquisition of the Property.
- g) Buyer's receipt of a professional inspection report no later than June 30, 2021 showing the Property to be free of any hazardous materials as provided in Section 11 of this Agreement, which report shall be secured at Buyer's sole expense.

- h) The approval and receipt by Buyer of funds in the form of grants, donations and/or contributions totaling not less than \$305,000.00, plus reasonable costs incurred or to be incurred by the Buyer no later than February 1, 2022, or June 1, 2022 if the closing date is extended as described in Section 8 below.
- i) Buyer's informing Seller no later than June 30, 2021 that it has secured \$200,000 in commitments toward the purchase price.
- j) If required by a funder, an update to the Appraisal Report of Peter I. Nault, with an effective date of June 2, 2020, indicating that the value of the Property is not less than the purchase price. Such updated appraisal report, if needed, shall be completed on or before December 31, 2021.
- k) Within two (2) weeks of the execution of this Agreement, Seller shall provide Buyer with a certificate of good standing issued by the Vermont Secretary of State, together with a consent of managers or consent of members, depending on how it is organized, authorizing the conveyance of the Property, ratifying and confirming all actions taken by the authorized agent prior to the signing of the authority document and indicating who is authorized to sign documents on behalf of the Seller.

If one or more of the above contingencies are not fulfilled by the dates noted above, the Buyer may terminate this Agreement by providing written notice to the Seller. In the alternative, the parties may, by mutual written agreement, extend the time for fulfillment of the contingency(ies). For any contingencies listed as items c) through k) above, the failure to terminate the Agreement or extend the time for fulfillment of the contingency(ies), as described above, within five (5) days from the original contingency date(s) shall be deemed a waiver of the satisfaction of such contingency(ies). If the contingencies set forth as items c), d), e), f), h) or i) in this Section 5 are the cause for termination of the Agreement, the Deposit money shall be retained by the Seller. If the contingencies set forth as items a), b), g), j) or k) in this Section 5 are the cause for termination of the Agreement, the Deposit money shall be returned to the Buyer. Upon termination of this Agreement and disbursement of the Deposit, as described above, all rights and obligations of the parties shall cease and terminate and this Agreement shall be of no further force or effect.

6. **Property Disturbances.** No timber shall be harvested from the Property, nor shall Seller physically alter the Property during the pendency of this Agreement, without the prior written consent of Buyer. In the event standing timber is substantially damaged or destroyed by fire, storm or other cause, Buyer may in its discretion elect either to (a) terminate this Agreement and Buyer's escrow payment shall be refunded to the Buyer, or (b) negotiate in good faith with Seller on the value of lost timber, and a corresponding abatement of the purchase price. "Substantial damage" as used in this clause shall mean loss of 25% or more of the value of standing timber.

7. **Entry onto the Property.** Upon reasonable notice to the Seller, the Buyer shall have the right to enter upon the Property from time to time for the purposes of:

- a) Preparing for the purchase, protection and disposition of the Property, including but not limited to conducting inspections, surveys, preparing appraisals, conducting soils tests or engineering studies, and obtaining other information about the Property; and
- b) Conducting non-intrusive tours of the Property reasonably necessary to secure

private and public contributions and/or financing in support of the Buyer's purchase and perpetual conservation of the Property, as well as for the purposes of marketing the Property, including the right of an approved assignee to access the Property for the same purposes as the Buyer.

The Buyer's entry onto the Property, and its activities on the Property as permitted herein shall occur at the sole risk of Buyer. The Buyer shall indemnify, hold Seller harmless and defend Seller from and against any and all claims, liens, damages, losses and causes of action which may be asserted by the Buyer or the Buyer's employees and agents or any third party as a result of any such entry. The Buyer's entry onto or testing of the Property shall be conducted in a manner that minimizes any disturbance to the land and to the use and enjoyment of the Property by Seller or any tenants in possession. Subsequent to completing said inspections, surveys and tests, the Buyer shall, at its sole expense, return the Property as nearly as is practicable to its presently existing state.

8. **Closing and Possession.** Closing shall be on or before February 28, 2022 at a time and a location mutually determined by the parties. Seller shall deliver possession of the Property to Buyer on the date of the closing, free of all leases, tenancies and tenants in possession. In the event that a town-wide vote of the Hinesburg voters is required by the Hinesburg Selectboard in order to complete the transaction, as described in Section 5(e) above, Buyer may extend said date by which closing shall occur from February 28, 2022 to June 30, 2022 by paying Seller an additional Deposit of Five Thousand Dollars (\$5,000.00) as outlined in Section 4 of this Agreement.

9. **Charitable Contribution.** Seller may commission an appraisal which may reveal that the Property has a value in excess of the Purchase Price. Buyer recognizes that it is the intent of the Seller to make a charitable contribution to Buyer of the difference between the fair market value and the Purchase Price. Buyer shall cooperate with the Seller in the preparation of Tax Form 8283, as required by the Internal Revenue Service, to substantiate the occurrence of the closing on the sale of the Property and that a charitable contribution occurred to a qualified organization, but Seller shall be solely responsible for the calculation and substantiation of the amount and other details of the charitable contribution. Seller acknowledges that in order to claim a charitable contribution Seller will have to comply with the IRS substantiation requirements, a summary of which is attached as Exhibit C. This provision shall survive closing of the sale of the Property.

10. **Risk of Loss.** During the period between the date of this Agreement and the transfer of title, the risk of loss shall be on the Seller, and Seller shall continue to carry such liability insurance on the Property that may be currently in force.

11. **Hazardous Waste.** The Seller warrants and represents to the Buyer that, to the best of Seller's knowledge, they are not aware of any hazardous waste having been dumped or placed upon the Property. The Seller agrees that the Buyer may, at Buyer's expense, perform any and all tests and/or inspections necessary to confirm this warranty and representation on or before June 30, 2021, as provided in Section 5(g) above. In the event that the Buyer discovers that hazardous wastes have been dumped or placed upon the Property, Buyer may at Buyer's option notify Seller in writing of Buyer's election to terminate this Agreement in accordance with Section 5 above. Said declaration shall become final unless, within ten (10) days of their receipt of said notice, Seller elects, in their discretion, to remedy the hazardous materials condition and Seller so notifies Buyer in writing, which notice shall describe the steps that will be taken, and schedule for such remediation.

12. **Costs and Taxes.** The Buyer shall pay all costs incidental to the search of title and recording of the deed. While Vermont property transfer tax and/or land gains tax might ordinarily apply to the sale of the Property, conveyance of the Property to the Buyer as an Internal Revenue Code Section 501(c)(3) organization for farm and forest land conservation purposes may render this transaction exempt in whole or in part from property transfer and land gains taxation. Buyer shall pay any property transfer tax due and Seller shall pay any land gains tax due. The following, if applicable, shall be apportioned and pro-rated as of the date of closing measured from the beginning of the current taxable periods established by each taxing authority: all property taxes (including statewide and local share educational property taxes), water, fire, school, sewer or other municipal or governmental charges imposed upon the Property. Should any tax, charge or assessment be undetermined on the date of closing, the last determined tax, charge or rate shall be used for purposes of apportionment. The net amount of the above adjustments shall be added to or deducted from the amount due Seller at closing. If Seller is not a resident of Vermont, the Buyer shall withhold Two and One-Half Percent (2.5%) of the purchase price and shall pay that sum to the Vermont Department of Taxes, unless the Seller first secures a certificate from the Vermont Tax Commissioner directing otherwise

13. **Non-Foreign Affidavit.** Seller warrants and represents that (i) Seller is not a foreign person as defined by Section 1445 of the Internal Revenue Code of 1986, as amended; (ii) Seller is either a United States citizen or a domestic trust; (iii) Seller's federal tax identification number will be as set forth on the Vermont Property Transfer Tax Return to be executed at the closing; and (iv) Seller is a Vermont resident as defined by the State of Vermont.

14. **Default.** If Buyer fails to complete the purchase as required herein, or is otherwise in default under this Agreement, Seller may terminate this Agreement and retain all the Deposit as liquidated damages. If Seller fails to complete the sale as required in this Agreement or is otherwise in default, Buyer may pursue all remedies available at law or equity, including without limitation compelling Seller's performance or terminating this Agreement, in which such event Buyer shall receive back the Deposit as liquidated damages. In the event that a legal action is instituted which arises out of a breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

15. **Assignment.** Buyer may, in its sole discretion, assign this Agreement to the Town of Hinesburg, or with Seller's written approval, another third party to be identified by Buyer, subject to the condition that the assignee shall be bound by applicable terms and conditions of this Agreement.

16. **Notices and Electronic Signatures.** Any notice required under this Agreement shall be deemed given either upon hand delivery of a writing to the party entitled to notice, or upon mailing same to the party entitled to notice by certified mail, return receipt requested, to the following addresses:

Seller: Carse Land Company, LLC
Rebecca H. Pellett, Manager
PO Box 121
Hinesburg, VT 05461
rebeccahpellettclc@gmail.com

with a copy to:

Timothy M. Eustace, Esq.
Gravel & Shea, PC
76 St. Paul Street
PO Box 369
Burlington, VT 05402-0369
teustace@gravelshea.com

Buyer: Vermont Land Trust, Inc.
8 Bailey Ave.
Montpelier, VT 05602

This Agreement and any notice required hereunder may be executed by facsimile and/or by an electronically transmitted signature and/or in any number of counterparts, each of which shall be deemed and agreed to be an original but all of which, taken together or with appended counterpart signature pages, shall constitute one and the same instrument. It shall be sufficient that the signature of each party appears on one or more such counterparts or counterpart signature pages.

17. **Binding Effect.** This Agreement contains the entire understanding between Seller and Buyer. No amendment or modification shall be effective unless it is in writing and signed by both parties. Except as provided in paragraph 15, above, no transfer or assignment of this Agreement to any third party shall be effective without the prior written consent of both parties. The Property, or any interest therein, shall not be sold, conveyed, encumbered, leased or otherwise transferred without the prior written consent of Buyer. This Agreement shall be binding upon and enforceable by the undersigned parties and their respective successors, heirs, and assigns. The terms of this Agreement shall be interpreted in accordance with the laws of the State of Vermont. Either party may record a memorandum of the existence of this Agreement in the Hinesburg Land Records, but this Agreement shall not be recorded.

18. **Commissions and Fees.** The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto. Each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through or under such party. This indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

20. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the other provisions of this Agreement, on their respective successors and assigns.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

23. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

24. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3/26/2021

Date

SELLER
CARSE LAND COMPANY, LLC

Rebecca H. Pellett

Its Duly Authorized Agent

3/25/2021

Date

BUYER
VERMONT LAND TRUST, INC.

By Christine McShea

Its Duly Authorized Agent

GRAVEL & SHEA, PC

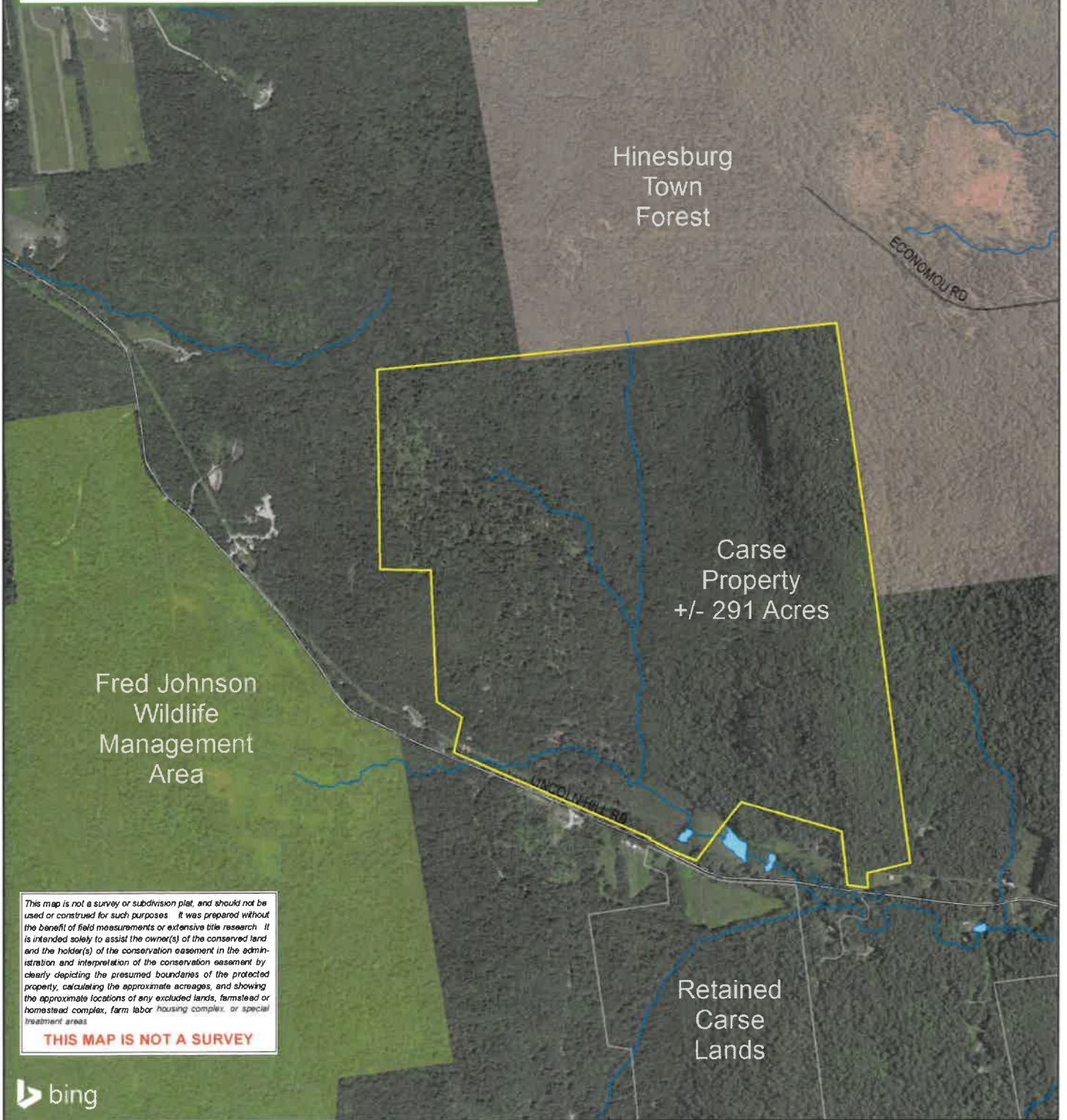
Accepted by Escrow Agent: Tim Eustace
Timothy M. Eustace, Esq.



Carse Property

Hinesburg, VT



Exhibit A



This map is not a survey or subdivision plat, and should not be used or construed for such purposes. It was prepared without the benefit of field measurements or extensive title research. It is intended solely to assist the owner(s) of the conserved land and the holder(s) of the conservation easement in the administration and interpretation of the conservation easement by clearly depicting the presumed boundaries of the protected property, calculating the approximate acreages, and showing the approximate locations of any excluded lands, farmstead or homestead complex, farm labor housing complex, or special treatment areas.

THIS MAP IS NOT A SURVEY



-  Carse Property
-  Carse Retained Land



0 500 1,000 2,000
Feet



Trails Committee

Town of Hinesburg

10632 Route 116 Hinesburg VT 05461

802.482.2281 | www.hinesburg.org

April 30, 2021

Hinesburg Select Board

Phil Pouech, Chair; Maggie Gordon; Mike Loner; Merrily Lovell; Dennis Place

Dear Phil, et al.

The Hinesburg Trails Committee strongly and unanimously supports the town acquiring the 291-acre Carse Land Company property on Lincoln Hill Road and annexing it to the adjacent Town Forest. As such, we urge the Select Board to vote to move forward with the purchase of this land.

As you know, "The mission of the Hinesburg Trails Committee is to support the development, maintenance, and enjoyment of an interconnected set of sidewalks, trails, and unpaved roads for recreational and non-motorized transportation uses." From the Trails Committee's perspective, the greatest value of this acquisition would be that it would allow the permanent incorporation into the town's trail system of two important trails that run in and out of the Town Forest on this land. One of these trails, named "Back Door," provides the only access from the south as well as connectivity to Lincoln Hill Road and the additional ten miles of trails on private land just across that road. The other trail, "Dragon's Tail," follows the length of the ridge at the top of the forest and a section in the middle of the trail goes through this land. Both of these trails are maintained by the Fellowship of the Wheel and local volunteers and do not require town resources to keep them accessible. Should this 291-acre parcel be acquired by private interests who could close these trails or otherwise limit the public's access, it would be a major set-back to our goal of town-wide interconnectivity of trails and unpaved roads for recreational use.

From a broader perspective, the annexation of this land to the Town Forest would have important ecological and aesthetic benefits. It is a wildlife corridor, and contains headwater streams, a beaver pond, wetlands, and extensive hardwood forest. This land and the adjacent Town Forest are incorporated in a greater local area that has been identified as a Priority Interior Forest Block and a priority Connectivity Block by the Vermont Conservation Design. Acquisition by the town would help sustain a valuable natural area with forest, waters, wildlife, and plants that need protection.

Finally, the terms and costs of the town's acquisition of this valuable property, as proposed by the Hinesburg Land Trust and the Vermont Land Trust, appear to be stunningly favorable to the town and we believe this is a unique opportunity that should be seized as soon as possible.

Sincerely,

Oren Guttman, Chair, Hinesburg Trails Committee

cc: Town Manager - Todd Odit
Town Forest Committee Chair - Pat Mainer
Trails Committee Member - Peter Modley

HINESBURG TOWN FOREST CARSE ADDITION & CONSERVATION PROJECT



Opportunity and Background

The Town of Hinesburg has the opportunity to acquire 291 acres as an addition to the Hinesburg Town Forest (HTF) to secure an important recreational and landscape connection. The Carse family is giving the Town the first opportunity to buy the land rather than listing it on the open market first. The land borders the HTF on two sides, has existing trails that cross uninterrupted into the HTF, and provides access from the south from Lincoln Hill Road. The land also provides an important landscape and recreational connection to more forestland and trails to the south. With the help of Hinesburg Land Trust and Vermont Land Trust, the Town has the opportunity to acquire this land and to permanently conserve the HTF as a community asset.

Public Conservation Values

Outdoor Recreation. The 291-acre Carse property connects the 15 miles of trails on the HTF to 10 miles of trails on the land to be retained by the Carse family south of Lincoln Hill Road. The Carse Addition has multiple trails managed seamlessly across the boundary into the HTF and provides southern access to the HTF.

Wildlife Habitat and Natural Features. The Carse forestland and the HTF are in an area identified as a Priority Interior Forest Block and a Priority Connectivity Block by the Vermont Conservation Design, a statewide plan to sustain Vermont's valued natural areas, forests, waters, wildlife, and plants. The land includes headwater streams, wetlands, vernal pools, and areas of a Dry Red Oak – White Pine Forest, an uncommon natural community in Vermont.



Community Asset. The HTF is a treasured community asset that is listed on the National Register of Historic Places. The HTF is used for recreation, access to nature, outdoor education, demonstration forestry, protection of natural features and wildlife habitat, and scientific study. Multiple times in its long history there have been proposals to sell the HTF. Although these proposals were voted down, permanent conservation of the HTF will ensure the land forever remains a community asset.

Potential Outcomes

If the community decides to pursue this opportunity, the Town would acquire the 291-acre Carse property and protect the resulting 1,025-acre Hinesburg Town Forest with a conservation easement. The conservation easement would permanently protect the land, and the public's access to it, and would be held by VLT and the Vermont Housing & Conservation Board (VHCB), a provider of major grants for conservation and affordable housing projects in Vermont. Within the broad limitations of the conservation easement, the management decisions for the HTF would continue to be determined by the community through the Hinesburg Town Forest Management Plan.



Financial Overview

The purchase price for the Carse land is \$305,000, and the total anticipated budget for the acquisition and conservation of the land is approximately \$420,000. HLT and VLT will seek grants and conduct a fundraising campaign to access the majority of the funding required for the project, requesting a contribution of \$20,000 toward the total budget from the Town of Hinesburg. The total budget includes \$50,000 toward a Town Forest Management Fund for the Town to use for management costs on the HTF, such as trail work, water quality improvements (bridges, boardwalks), signage, or other needs. The impact of removing this land from the Town's tax rolls is expected to increase the annual municipal tax bill for a typical Hinesburg property (\$285,000) by approximately \$0.75 per year.

Timeline and Next Steps

The closing of a purchase of the Carse property and conservation of the HTF would likely occur in the first half of 2022. VLT has submitted an application to the Vermont Housing & Conservation Board for more than half the project budget, and the grant will be decided in June, 2021, if the Town of Hinesburg wishes to pursue the opportunity. A Selectboard vote in support of the project is being sought prior to the June VHCB meeting date to make the application viable.



For more information:

Paul Wieczoreck, Hinesburg Land Trust, 802-343-8642, mgcpw@gmavt.net
Bob Heiser, Vermont Land Trust, 802-861-6404, bheiser@vlt.org
Pat Mainer, Hinesburg Town Forest Committee, 802-482-3134, mainers@gmavt.net



Zimbra

todithvt@gmavt.net

HINESBURG TOWN FOREST CARSE ADDITION & CONSERVATION PROJECT

From : Pat Mainer <mainers@gmavt.net>
Subject : HINESBURG TOWN FOREST CARSE ADDITION & CONSERVATION PROJECT
To : todit@hinesburg.org
Cc : Joy Grossman <jdubingrossman@hinesburg.org>, Andrea Morgante <andeahinesburg@gmail.com>, Bob Heiser <BHeiser@vlt.org>, Paul Wiczoreck <mgcpw@gmavt.net>

Thu, Apr 29, 2021 01:17 PM

 2 attachments

Todd,

It was nice to meet you this morning. Thanks to you and Joy for your time. I know you are both rather busy!

I've attached two items to help you learn about the project we talked about this morning. One is the letter Bob Heiser sent to the Selectboard in March. That document includes a helpful map. The second attachment is a draft of a flyer about the project. It's not quite a final draft. The final draft will, in the fourth line of the Financial Overview paragraph, change the word "include" to "provide for"- or some wording that makes it clear this is not an additional town expense for the project.

After you've looked this over, please ask any questions you have. I'd be happy to take a walk (Sorry, I'm not a mountain biker) on the new land with you and/or Joy so you can see what a great addition the Carse property will be to the HTF and its value as a conserved parcel on the eastern edge of Hinesburg. I'm glad you've seen it as part of Del's Ride!

The posting for the informational meeting on May 6 will be in the next FPF.

Again, welcome to the Hinesburg community.

With best wishes,

Pat Mainer

 **Carse-HTF Selectboard Letter 3-29-21.pdf**
5 MB

 **HTF-Carse Info 4-25-21.pdf**
537 KB

HINESBURG TOWN FOREST CARSE ADDITION & CONSERVATION PROJECT



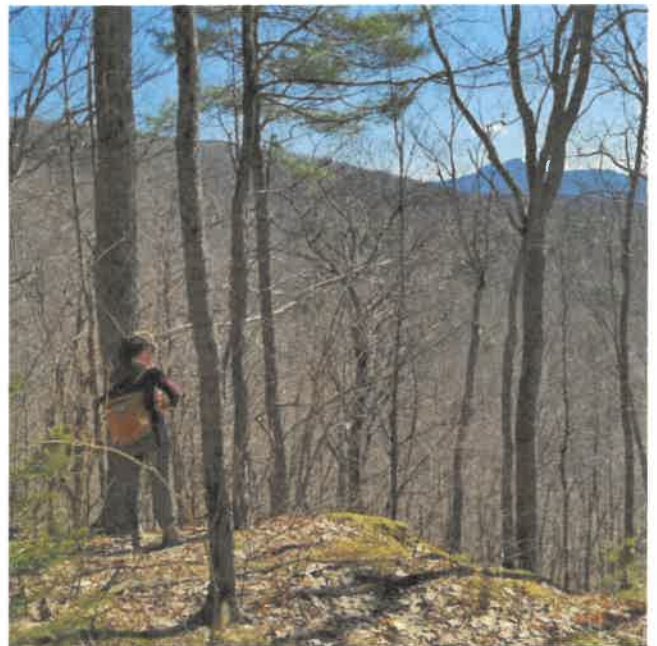
Opportunity and Background

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Public Conservation Values

Outdoor Recreation. The 291-acre Carse property connects the 15 miles of trails on the HTF to 10 miles of trails on the land to be retained by the Carse family south of Lincoln Hill Road. The Carse Addition has multiple trails managed seamlessly across the boundary into the HTF and provides southern access to the HTF.

Wildlife Habitat and Natural Features. The Carse forestland and the HTF are in an area identified as a Priority Interior Forest Block and a Priority Connectivity Block by the Vermont Conservation Design, a statewide plan to sustain Vermont's valued natural areas, forests, waters, wildlife, and plants. The land includes headwater streams, wetlands, vernal pools, and areas of a Dry Red Oak – White Pine Forest, an uncommon natural community in Vermont.



Community Asset. The HTF is a treasured community asset that is listed on the National Register of Historic Places. The HTF is used for recreation, access to nature, outdoor education, demonstration forestry, protection of natural features and wildlife habitat, and scientific study. Multiple times in its long history there have been proposals to sell the HTF. Although these proposals were voted down, permanent conservation of the HTF will ensure the land forever remains a community asset.

Potential Outcomes

If the community decides to pursue this opportunity, the Town would acquire the 291-acre Carse property and protect the resulting 1,025-acre Hinesburg Town Forest with a conservation easement. The conservation easement would permanently protect the land, and the public's access to it, and would be held by VLT and the Vermont Housing & Conservation Board (VHCB), a provider of major grants for conservation and affordable housing projects in Vermont. Within the broad limitations of the conservation easement, the management decisions for the HTF would continue to be determined by the community through the Hinesburg Town Forest Management Plan.



Financial Overview

The purchase price for the Carse land is \$305,000, and the total anticipated budget for the acquisition and conservation of the land is approximately \$420,000. HLT and VLT will seek grants and conduct a fundraising campaign to access the majority of the funding required for the project, requesting a contribution of \$20,000 toward the total budget from the Town of Hinesburg. The total budget provides for \$50,000 toward a Town Forest Management Fund for the Town to use for management costs on the HTF, such as trail work, water quality improvements (bridges, boardwalks), signage, or other needs. The impact of removing this land from the Town's tax rolls is expected to increase the annual municipal tax bill for a typical Hinesburg property (\$285,000) by approximately \$0.75 per year.

Timeline and Next Steps

The closing of a purchase of the Carse property and conservation of the HTF would likely occur in the first half of 2022. VLT has submitted an application to the Vermont Housing & Conservation Board for more than half the project budget, and the grant will be decided in June, 2021, if the Town of Hinesburg wishes to pursue the opportunity. A Selectboard vote in support of the project is being sought prior to the June VHCB meeting date to make the application viable.



Virtual Public Information Session – Please Join Us!

Thursday, May 6 at 7:00 PM

Join Zoom Meeting:

<https://us02web.zoom.us/j/84111240040?from=addon>

Meeting ID: 841 1124 0040, One tap mobile:

+16465588656,,84111240040# US (New York)

Dial by your location: +1 646 558 8656 US (New York)

For more information:

Paul Wieczoreck, Hinesburg Land Trust, 802-343-8642, [mgcpw@gmavt.net](mailto:mgcpcw@gmavt.net)

Bob Heiser, Vermont Land Trust, 802-861-6404, bheiser@vlt.org

Pat Mainer, Hinesburg Town Forest Committee, 802-482-3134, mainers@gmavt.net



TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: ST. MICHAELS RESCUE CONTRACT EXTENSION
DATE: 5/19/2021

ISSUE:

The issue is whether the Selectboard will 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.

DISCUSSION:

The current contract with St. Michael's Rescue ends June 30, 2021. The HFD ambulance transportation service will not be running by then. The current estimate is September or October. Therefore, the agreement with St. Michael's needs to be extended so there is ambulance service during that time.

COST:

The cost of the existing contract is \$3,000 per quarter.

RECOMMENDATION:

It is recommended 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.

2021 Transport Letter of Agreement

As per EMS Rules Section 3, Subsection 3.427, this agreement is entered into on this _____ Day of _____ effective July 1, 2021 through September 30th, 2021 between Saint Michael's College Fire and Rescue Inc. (hereinafter "Transporter") and the Hinesburg Fire Department ("HFD"). This agreement may be cancelled by either party upon a 60 day notice.

Purpose

This agreement is entered into by the Transporter and HFD for the purpose of providing emergency ambulance transport service in the regions where HFD provides primary first response services, specifically the towns of Hinesburg and St. George. The resident population of this service area is approximately 4500 citizens.

Dispatching

- I. Dispatching for HFD will be done by Shelburne Emergency Dispatch Center ("Shelburne Dispatch") in Shelburne, VT.
2. When Shelburne Dispatch receives a call requiring emergency ambulance service in the areas covered by HFD, they will dispatch HFD and immediately notify the primary Transporter to be dispatched to the call. If the request for emergency ambulance service goes directly to the Transporter, the Transporter will immediately notify Shelburne Dispatch by calling 482-2941.
 - a. Calls requiring emergency ambulance service include, but are not limited to, medical emergencies, calls for a "lift assist", motor vehicle crashes and structure fires. In general automatic fire alarms and calls for CO alarms with "everyone out of residence and no ill-effects" will not require Transporter to respond.
 - b. In all cases where HFD is dispatched for emergency medical first response services, an ambulance will be dispatched as well, other than as described in "a" above.
 - c. On calls that are initially dispatched to HFD as "lift assist" calls, the Transporter will respond Code 2 unless, during the response, it is determined that HFD has not responded, at which time the Transporter will upgrade to Code 3.
 - d. On lift-assist calls HFD will endeavor to cancel the Transporter after HFD EMS personnel are on scene and if said EMS determine there are no injuries or other need for ambulance transport. HFD may also request an upgrade to Code 3 if circumstances warrant.
 - e. An HFD pager will be located at the primary Transporter's dispatch office to facilitate timely notification of emergency calls.

3. In cases where the primary Transporter is unavailable, the Transporter's dispatcher will notify Shelburne Dispatch of their unavailability and Shelburne Dispatch will be responsible to find the next due available ambulance following the EMS District 3 response matrix.
4. Communications will be done on the HFD repeater frequency, TX 158.730 PL 114.8, RX 154.145 PL 114.8 It is expected that the Transporter's ambulance will advise Shelburne Dispatch when they are responding and arriving on scene, and available for updates and instructions, on this frequency.
5. Any requests for additional assistance for the incident, including requests for police or additional ambulances, will be made to Shelburne Dispatch using the HFD operating frequency. This will be the case whether HFD or the Transporter is making the request. In the event the HFD repeater is unavailable then Dispatch frequency may be used with the prefix "calling party on-dispatch frequency".

Patient Care and Incident Command

1. HFD will establish Incident Command and/or EMS Control and direct patient care upon arrival at the scene.
2. Incident Command/EMS Control reserves the authority based on his/her judgment, licensing, and Vermont EMS regulations to downgrade or cancel the responding Transporter when conditions warrant this or request additional ambulances as required. In all cases, cancellation requests will only be made by licensed EMS providers.
3. When the Transporter arrives and a verbal exchange of patient care takes place between the Transporter and HFD on the scene, care may be transferred to the Transporter. If requested by Transport Crew Chief, HFD personnel may accompany the Transporter to the receiving hospital.
4. In cases where patient care is started at an ALS level, HFD may transfer patient care to the Transporter only if a crew member from the Transporter is licensed at an Advanced EMT or a higher level. In cases where a crew member certified at the advanced level is not available, an Advanced EMT from HFD will accompany the patient during transport to the receiving hospital.
5. When patient care is transferred, HFD will make best efforts to provide the Transporter with a patient care report as well as any documentation provided by family or caretakers including medication lists, DNR or COLST forms and, in the case of stroke and per UVMMC requirements, the patients driver's license or other photo-ID, also stroke-team contact information for the patient's family or caretakers.
6. In the event that HFD terminates a CODE under TOR Protocols (8.15) and prior to the Transporter's arrival then HFD will make the required SIREN report and send to UVMMC.

Availability and Crew Assignments

1. The Transporter will make every effort to maintain satisfactory staffing and ambulance availability as per EMS District 3 policies and State of Vermont EMS rules.
2. The Transporter's ambulance will make every effort to provide staffing by a crew of at least 3 members (including the driver) and that at least one of those members (not the driver) will be certified at the Advanced EMT level or higher.
3. Should HFD be unable to field a response to an incident that Shelburne Dispatch will notify the Transporter as early as practical during the initial response.
4. Should EMS Control identify the need for ALS intervention, and an Advanced EMT is not available, timely notification of this need shall be made to the responding transporter.
5. When the Transporter will be unavailable for an extended period of time the Transporter will notify Shelburne Dispatch of this status. This includes out of service status caused by mechanical issues, staffing shortages, or extended duration incidents. When the Transporter has returned to service a follow-up notification will be made to Shelburne Dispatch.

Financial Issues

- I. When dispatched to areas covered by HFD, the Transporter is providing emergency ambulance transportation services to the patient.
- 2. The Transporter is authorized to bill and collect reimbursement from the patient according to the Transporter's own policies, such reimbursement to the property of the Transporter.
- 3. Crew members serving with the Transporter who respond to emergency calls in HFD's coverage area shall not be deemed employees of the Towns of Hinesburg or St. George.
- 4. A fee of \$3,000 will be assessed during the period of this agreement to assist the Transporter with rising costs, equipment requirements and the cost of uncollectable transport fees.

Acknowledgement

Transporter: Saint Michael's College Fire & Rescue

John Keating
Representative (print)

Rescue Chief
Title

Representative (signature)

Date

Hinesburg Fire Department

Alton J. Barber
Representative (print)

Chief
Title

Representative (signature)

Date

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: PERSONAL USE OF SOCIAL MEDIA POLICY DRAFT
DATE: 4/28/2021

ISSUE:

The issue is providing the Selectboard with a draft Personal Use of Social Media Policy for review.

DISCUSSION:

The attached draft focuses on an employee's use of social media outside of work activities and not directly related to their employment position. The intent is to recognize that employees have qualified first Amendment rights. According to the VLCT model policy, "As public employees, speech, during work hours or when off-duty, made pursuant to official duties is not protected speech under the First Amendment."

The purpose of the policy is to establish the types of personal social media use that could result in disciplinary action. In general terms, the policy establishes that: "Personal use of social media technologies by town employees that adversely affects that employee's job performance, the performance of fellow employees, or otherwise adversely affects vendors, people who work on behalf of the Town, or damages or calls into question the reputation of the town (as a whole, or department or individual official) may result in disciplinary action, up to and including termination."

In addition, the policy provides that: "At all times, including off-duty hours, employees are prohibited from using social media to violate any Town policies, procedures, and practices including but not limited to:

- the Town's Non-Harassment and Anti-Discrimination Policy;
- the Town's Sexual Harassment Policy;
- the Town's Use of Town Computer System Policy;
- pertinent state and federal laws, rules, and policies; and
- the Town's other policies pertaining to employee conduct. "

The bulk of the policy is based on the South Dakota Bureau of Human Resources policy on the same matter. <https://bhr.sd.gov/policies-forms/FinalSocialMediaPolicy06182019.pdf>

1 **Social Media Policy**

2 The Town recognizes that the Internet provides unique opportunities to participate in interactive
3 discussions and share information on topics using a wide variety of social media, such as
4 Facebook, Twitter, Front Porch Forum, blogs, and similar outlets. However, use of social media
5 also presents certain risks and carries with it certain responsibilities.

6 To minimize business and legal risks, to avoid loss of productivity and distraction from
7 employees' job performance, to ensure that the resources and communications systems of the
8 Town are used appropriately and to maintain the public's trust in their public officials, the Town
9 expects its employees to adhere to the following procedures, guidelines, and rules regarding use
10 of social media.

11 The purpose of this policy is to educate Town employees that their personal off-duty use of
12 social media technologies may be the proper subject of Town review and corrective action where
13 there is a nexus between the personal use and the workplace.

14 **Compliance with Related Policies and Agreements**

15 The same principles and guidelines found in the Town's policies and employee handbook apply
16 to employee activities online. Ultimately, employees are responsible for what they post online.
17 Before creating online content, employees should consider the potential risks and rewards. The
18 Town recognizes that Town employees may use social media technology off the job and that
19 such use is subject to certain constitutional and statutory protections. Personal use of social
20 media technologies by town employees that adversely affects that employee's job performance,
21 the performance of fellow employees, or otherwise adversely affects vendors, people who work
22 on behalf of the Town, or damages or calls into question the reputation of the town (as a whole,
23 or department or individual official) may result in disciplinary action, up to and including
24 termination. At all times, including off-duty hours, employees are prohibited from using social
25 media to violate any Town policies, procedures, and practices including but not limited to:

- 26 - the Town's Non-Harassment and Anti-Discrimination Policy;
27 - the Town's Sexual Harassment Policy;
28 - the Town's Use of Town Computer System Policy;
29 - pertinent state and federal laws, rules, and policies; and
30 - the Town's other policies pertaining to employee conduct.

31 **Personal Use of Social Media**

32 Employees should refrain from using social media during work hours or on town-owned
33 equipment unless such use is work-related or authorized by the employee's supervisor or Town
34 Manager (and is consistent with the Town's Technology Use Policy.) Employees shall not use
35 their town email address for personal use of social media. Under no circumstances may personal
36 use of social media interfere with job duties or performance. If an employee does disclose in
37 social media that he or she is an employee of the Town, the employee shall include a disclaimer
38 that his or her views do not represent those of the Town. For example, employees should

39 consider using language such as “the views in this post do not represent the views of the Town of
40 Hinesburg Vermont.”

41 Employees have no expectation of privacy in their use of social media while using any system or
42 device provided by the Town or any system or device the cost of which is reimbursed by the
43 Town. The Town retains the right to monitor, search, access, inspect and read all information
44 contained on any device provided or reimbursed by the Town.

45 **Be Respectful, Honest, and Accurate**

46 Always be fair and courteous to members of the public, fellow employees, vendors, or
47 individuals who work on behalf of the Town. Employees should keep in mind that work-related
48 complaints are most likely to be resolved by speaking directly to their co-workers or other
49 individuals to address misunderstandings or conflicts. Posting such work-related complaints to a
50 social media outlet is less likely to resolve conflicts or concerns and may be a violation of town
51 policies.

52 If an employee posts complaints or criticism that is related to their position as a town employee
53 or official, he or she must avoid using statements, photographs, and video or audio that could
54 reasonably be viewed as malicious, defamatory, obscene, threatening, or intimidating towards
55 employees, vendors, the public, or individuals who work on behalf of the Town, or that may
56 constitute harassment or bullying. In addition, the employee must refrain from disclosing
57 confidential or legally protected information in any social media post. Examples of such conduct
58 might include, but are not limited to, offensive posts meant to intentionally harm someone’s
59 reputation or posts that could contribute to a hostile work environment based on race, color,
60 religion, sex, familial status, national origin, disability, age, genetic information, military or
61 veteran status or any other status protected by applicable law or that could result in a loss of the
62 public’s faith or trust in a town employee/official/department. Inappropriate postings or
63 reposting’s such as discriminatory remarks, harassment, bullying, and threats of violence or
64 similar inappropriate or unlawful conduct will not be tolerated and will subject employees to
65 disciplinary action up to and including termination.

66 Employees are prohibited from establishing anonymous and/or false identities for social media
67 accounts for any purpose related to their work for the Town, and are prohibited from
68 commenting anonymously or under false identities on social media on any aspect of municipal
69 operations or Town government. Employees must exercise professional judgement to ensure that
70 their conduct is beyond reproach in all social media interactions

71 The Town expects the same level of professionalism and honesty in social media as it requires in
72 all communications. Employees should use good judgment about the content of posts and
73 remember that anything they say can reflect on the Town even if they include a disclaimer.
74 Employees should always strive to be accurate in every communication about the Town and
75 should keep in mind that their statements could have the potential to result in liability for
76 themselves or the Town.

77



Town of Hinesburg
Planning & Zoning Department
10632 Route 116, Hinesburg, VT 05461
802-482-2281 (ph) 802-482-5404 (fax)
www.hinesburg.org

MEMORANDUM

TO: Selectboard & Town Administrator
CC: Energy Committee
FROM: Alex Weinhagen, Director of Planning & Zoning
DATE: January 27, 2021
RE: Town Plan Revision (Energy Chapter) – Planning Commission Proposal

At their November 25, 2020 meeting, the Planning Commission (PC) voted to forward a Town Plan revision proposal to the Selectboard. Revisions are proposed to the energy chapter of the plan (chapter eight) – i.e., complete re-write of this chapter, and a series of nine new supporting maps. There are corresponding changes to the table of action items in the implementation chapter (chapter 10), and minor changes to the introduction and top priority action list.

Our Town Energy Committee worked cooperatively with Chittenden County Regional Planning Commission (CCRPC) staff in 2018-2019 on these updates, in order to better align Hinesburg's energy goals with the State Comprehensive Energy Plan. The Planning Commission reviewed this in 2020, held a formal public hearing on November 11, and made some minor adjustments. All resulting in the proposal now before you.

I am providing Joy Dubin Grossman with digital versions of this memo, the proposed plan, and the nine new maps. These materials are also available on the via Dropbox from a link on the Town Plan webpage - <https://www.hinesburg.org/townplan/index.html>.

I encourage the Selectboard to begin its review of the plan soon, and to strive to complete this review as expeditiously as possible so that the required public hearings can be held in early spring – e.g., April/May. See below for the procedural steps from here. The sooner we adopt the new plan, the sooner we can garner “enhanced energy plan” status from the CCRPC, which will give our Town Plan more weight when new utility facilities are reviewed by the State Public Utility Commission.

One final “to-do” item is the identification of one or more top priority action items from the energy chapter. The Planning Commission felt the Select Board and the Energy Committee should collaborate on selecting which actions items should be elevated as top priorities. I’m copying the Energy Committee on this memo, so that they are in the loop, and can make a recommendation on this front.

Here are the remaining steps in the process – see Title 24, Chapter 117, Section 4385 for details:

1. Review the plan and decide if you want to make any further changes. I will attend Selectboard meetings to work with you.

2. Make any changes and then schedule two public hearings approximately one month apart. These hearings should be more than 15 days apart to allow for changes (and additional public notice) between the first and second hearing.
 - a. Public notice/warning must be 15 days prior to a hearing.
 - b. There are special warning requirements (Title 24, Chapter 117, Section 4444).
 - c. Any changed proposal must be filed with the Town Clerk and PC.
 - d. You may make minor changes to the Town Plan revisions between the two hearings. However, if you make “substantial changes in the concept, meaning or extent” of the proposed Town Plan, then you have to start the two hearing process over again.
3. Hold the two public hearings.
4. Decide if further changes are needed.
 - a. After the second hearing, if you make ANY further changes (except for grammar, punctuation, numbering, etc.), then you must warn another public hearing.
 - b. If you make no changes, then you can proceed with adoption.
5. Adopt the Town Plan*.

*** Note – if the new Town Plan is not approved by 11/11/2021, it is considered rejected.**

Citizens cannot appeal or petition for a town-wide vote on the Town Plan revisions. The power to adopt Town Plan revisions rests with the Selectboard, unless/until the community elects (at a Town Meeting) to move to Australian Ballot adoption. This is why two Selectboard hearings are required, along with all the related public notice.

ENERGY PLAN REVISION

1/21/2021

PLANNING COMMISSION PROPOSAL

- Complete rewrite of Chapter 8 (Energy)
- Nine new energy maps
- Corresponding updates to Chapter 10 action items (Implementation)
- Will require corresponding updates to plan revision history in Chapter 1 (to be drafted) and Top Priority Actions section (to be drafted)

Hinesburg Town Plan

Hinesburg | Vermont | 2017



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Town Plan Appendices - available separately:

- Appendix A: Early Town History
- Appendix B: Land Use History
- Appendix C: Zoning Districts
- Appendix D: Economic Development Detailed Goals & Actions

Town Plan Maps - available separately:

- Map 1: Base Map
- Map 2: Current Zoning
- Map 3: Future Land Use
- Map 4: Building Locations
- Map 5: Agricultural Soils
- Map 6: Current Land Cover
- Map 7: Wetlands and Floodplains
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Nine new energy maps:

- Existing Renewable & Preferred Sites
- Hydro-Electric Energy Resource Locations
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- Known State Constraints
- Known Town Constraints
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- Possible Town Constraints
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Top Priority Actions

To be updated based on new/revised top priority action item from Chapter 8 (Energy)

Each chapter of this plan includes topic-specific goals and actions. The following subset are action items with the highest priority because they: 1) address critical issues; 2) require a timely response; 3) are readily achievable given existing/expected resources (personnel, cost, etc.). Note – each action item description is abbreviated. See relevant chapter for complete action item descriptions.

- **Facilitate public/private partnerships for new housing (affordable, senior, reasonably priced) and for rehabilitation of existing housing. Support affordable and reasonably priced housing townwide with emphasis on higher densities in the village area.**
Action 2.1.2 & 2.1.4; Time Horizon: ongoing
Lead: Affordable Housing Committee, Selectboard
- **Refine Hinesburg’s regulations and other municipal tools to implement the Village Growth Area vision with sensitivity to infrastructure limits.**
Action 3.1.2; Time Horizon: ongoing
Lead: Planning Commission, Selectboard
- **Create more specific development design standards (site and building) to more clearly articulate the community’s expectations.**
Action 3.3.1; Time Horizon: 3-5 years
Lead: Planning Commission, Village Steering Committee
- **Guide development to minimize agricultural and forestry impacts.**
Action 3.4.2; Time Horizon: ongoing
Lead: Development Review Board
- **Direct development to minimize impacts on natural systems in Chapter 5, with emphasis on wildlife habitat and connectivity.**
Action 3.4.5, 3.4.6, 5.11.3, 5.11.4; Time Horizon: ongoing & 3-5 years
Lead: Development Review Board & Conservation Commission
- **Encourage the voluntary protection of existing and potentially productive agricultural and forest land.**
Action 5.3.3; Time Horizon: ongoing
Lead: Conservation Commission
- **Create a stormwater management plan for Town roads.**
Action 5.6.4; Time Horizon: 1-2 years
Lead: Selectboard
- **Construct the Bissonette Recreation Area.**
Action 6.4.1; Time Horizon: 1-2 years
Lead: Recreation Commission, Selectboard
- **Prioritize improvements to the Route 116, Charlotte Road intersection. Discourage a new traffic light at the Route 116, Mechanicsville Road intersection.**
Action 7.1.2; Time Horizon: 1-2 years
Lead: Selectboard
- **Maximize energy efficiency in Town buildings and vehicles.**
Action 8.4.1; Time Horizon: ongoing
Lead: Energy Committee

Introduction

Energy planning has come to the forefront in Vermont in the 21st century. In addition to energy generation, distribution, and use, energy planning and policy are tied to economic development, land use, transportation, community, and Vermont's landscape. Sound energy policy not only recognizes the challenges posed by climate change, but also seeks to implement mitigation measures and chart a course to adapt to new realities. In 2016 Vermont adopted a Comprehensive Energy Plan (CEP) with specific goals for energy consumption, renewable energy and greenhouse gas emission reductions and, with Act 174, established an "enhanced energy planning process" aimed at helping regions and towns meet their share of the CEP goals. This Energy Chapter, as well as portions of Chapter 3 (Land Use: smart growth vision) and Chapter 7 (Transportation), have been written to be compliant with Vermont's new municipal energy planning standards. This will benefit our ongoing energy planning efforts and provide Hinesburg with a greater voice in any energy siting proceedings before the Vermont Public Utilities Commission. Specifically, compliance with the State's enhanced energy planning requirements ensures that Town Plan recommendations will be given "substantial deference" by the Public Utilities Commission in their review of energy projects.

Underlying the new municipal planning standards is an acceptance of the goal of transforming the energy profile of Hinesburg's residents, businesses and Town government in ways consistent with our State's Comprehensive Energy Plan, which calls for greater energy efficiency, reduced reliance on fossil fuels and increased local generation of renewable energy, all leading to a major reduction in greenhouse gas emissions by 2050. This Chapter presents a quantification of one specific pathway to achieve this goal, recognizing that there are many possible pathways and that long-term success will require support from federal and state policies and continued gains in technology. The quantified targets were developed by the Chittenden County Regional Planning Commission using available regional and local data and a state-wide analysis performed by the Vermont Energy Investment Corp. (VEIC) using the Long-Range Energy Alternatives Planning System (LEAP), a widely-used software tool for energy and climate policy analysis. Acceptance of these goals will satisfy the State's enhanced energy planning requirements and will enable Hinesburg to receive "substantial deference" in energy siting hearings from the Public Utilities Commission. In the future Hinesburg will be free to develop new pathways with a different mix of quantitative objectives and will maintain "substantial deference" as long as the overall State goals are met.

Goal 8.1 *Adopt the State enhanced energy planning goals for Hinesburg and develop strategies and shorter-term objectives to achieve them.*

Actions:

- 8.1.1 Identify long-term strategies and shorter-term objectives for the Town to meet efficiency and renewable energy goals for:
- Electrical Energy Use and Efficiency (see Table 2)
 - Commercial and Thermal Energy Use, Weatherization, and Conversion to Renewable Technologies (see Table 5)
 - Residential Thermal Energy Use, Weatherization, and Conversion to Renewable Technologies (see Table 6)
 - Transportation Energy Use and Conversion to Electric Vehicles (See Table 8)

- Reducing per capita energy use by 2050 (see Tables 9 and 10)
- 8.1.2 Develop programs with specific measurable objectives to make progress toward each efficiency and renewable energy goal.
 - 8.1.3 Use life cycle cost when evaluating energy-related Town capital expenditures, including vehicle acquisition.
 - 8.1.4 Use benchmarking of municipal, institutional and commercial buildings to educate the owners of their buildings' energy performance relative to other buildings or past performance.
 - 8.1.5 Work with the Energy Action Network, State and County agencies and other organizations to improve local data available from the Community Energy Dashboard, the Architecture 2030 Challenge for Planning and other sources and tools to better monitor and educate the community on Town progress.

Goal 8.2 *Support the development of alternative renewable energy sources and business opportunities and site an additional 13,517 to 23,594 MWh of annual generation in Hinesburg to contribute to Vermont's goal of obtaining 90% of energy from renewable sources by 2050.*

Actions:

- 8.2.1 Identify strategies to increase renewable energy generation within Hinesburg and meet electricity generation targets consistent with Town land use policies and values (see Table 12).
- 8.2.2 Encourage the use of renewable energy systems for onsite electricity generation and thermal energy. Analyze and realize the potential for renewable energy generation (particularly solar and wind) on municipal property for municipal and/or community use.
- 8.2.3 Encourage farmers to use renewable energy in the production of their goods.
- 8.2.4 Promote smart grid and micro grid systems.
- 8.2.5 Consistent with the Public Utilities Commission process, designate additional preferred sites for renewable energy generation on a case-by-case basis via the joint letter process with the CCRPC.
- 8.2.6 Periodically update Energy Maps including Existing Renewable and Preferred Sites, Known Constraints, Area Without Constraints, Potential Solar Resource Areas, Potential Wind Resource Areas, and Hydro-Electric Resource Locations to facilitate development of renewable energy by land owners and energy developers consistent with constraints and Town preferences.
- 8.2.7 Encourage owners to install rooftop solar and trackers on existing buildings and land.
- 8.2.8 Work with electric utilities to modernize the grid to facilitate development of renewable energy in Hinesburg.
- 8.2.9 Encourage energy storage facilities as a component of new renewable energy developments when appropriate.
- 8.2.10 Analyze the potential for community solar projects based on current State and Federal policy and financing options.

Goal 8.3 Preserve any existing or potential renewable energy resource.

Actions:

- 8.3.1 Strengthen zoning and subdivision regulations to require that all buildings be designed to maximize passive and active solar gain. Ensure that larger buildings with expansive roofs are adequately designed such that their roofs can support future solar installations. Consider changing existing language from advisory (e.g., “should”) to required (e.g., “shall”) in section 5.26.2(5) of the Zoning Regulations and sections 5.1.12 and 6.12.4(6) of the Subdivision Regulations. Consider a town-wide requirement (ordinance or zoning regulation) for solar ready roofs on all new construction. Explore amending zoning and subdivision regulations to include design standards to preserve the southern exposure of buildings for passive and active solar gain. Balance this with other siting and design factors, especially in the Village Growth Area where compact development is more common and street trees are necessary.
- 8.3.2 Encourage plantings that maximize solar heating in the winter and provide shade in the summer.
- 8.3.3 Encourage ongoing sustainable forest management to maintain a local source of fuel wood (biomass).
- 8.3.4 Preserve open areas suitable for solar energy generation (e.g., southern aspect) that are situated close to the Village Growth Area. Such areas could be useful in the future for providing renewable energy to concentrated portions of Hinesburg Village.

Goal 8.4 Improve energy efficiency, reduce building energy demand, and work towards 100% of businesses and homes being weatherized by 2050.

Actions:

- 8.4.1 Maximize the energy efficiency in Town-owned buildings and vehicles.
- 8.4.2 Encourage homeowners and businesses to seek thermal efficiency upgrades and then invest in efficient renewable energy technologies.
- 8.4.3 Promote the use of energy efficient lighting, appliances, automatic setback thermostats and motion detecting light controls to save energy.
- 8.4.4 Promote the energy efficiency and weatherization services of Efficiency Vermont, Vermont Gas Systems, NeighborWorks, and the energy transformation programs of Vermont Electric Cooperative and Green Mountain Power (“Tier III”) and other efficiency programs. Keep track of how many homes are weatherized, with a goal of 60 homes per year in order to reach the 100% goal by 2050.
- 8.4.5 Promote cost-effective energy efficiency in future residential and commercial buildings by adopting Vermont’s stretch code for all development and major renovations in Hinesburg.
- 8.4.6 Work with Efficiency Vermont and other partners to develop a manual to educate homeowners on how to choose and complete the next step towards a net zero home. Highlight local success stories, including examples of net zero homes – both via new construction and via renovation of existing housing stock.
- 8.4.7 Consider future adoption of net zero ready requirements for new buildings to meet the State’s comprehensive energy plan goal of all new buildings being net zero by 2030. Assess how such requirements could impact initial purchase price of new homes, and whether this adversely impacts housing affordability, particularly for low to moderate income households.

- 8.4.8 Leverage and promote State and utility programs (e.g., energy audits, rebates, incentives) that make energy efficiency measures more attractive and affordable. Consider creating a related Town fund to provide assistance to low and moderate income home buyers and existing homeowners, possibly utilizing the Town's existing revolving loan fund for housing and economic development.

Goal 8.5 Reduce transportation related energy demand and switch transportation fuels to renewable electricity and renewable biofuel.

Actions:

- 8.5.1 Promote cost-effective energy efficiency in future transportation planning.
- 8.5.2 Consider regulation or ordinance changes to require that new developments incorporate electric charging stations, and if possible, power these by solar photovoltaic systems.
- 8.5.3 Encourage the Town and the Champlain Valley School District to install electric charging stations, and to seek higher fuel efficiency and vehicles with alternative fuel types (e.g., biofuels, electric) when purchasing or leasing new vehicles.
- 8.5.4 Consider bicycle paths and lanes, pedestrian walkways, and mass transportation access in the review of all development proposals in the Village Growth Area. Support and promote bicycle and pedestrian use along existing roadways, including on-road bicycle lanes, and encourage these forms of transportation to neighboring town infrastructure.
- 8.5.5 Support efforts to increase public transit ridership (e.g., GMT, ACTR).
- 8.5.6 Promote more awareness of the State's Governor connecting commuters carpool/rideshare program. Go Vermont is a free resource for travelers who want to reduce the cost and environmental impact of driving. Encourage residents to register at www.ConnectingCommuters.org.
- 8.5.7 Investigate why more school children don't ride the school bus, and explore ways to increase ridership.

Goal 8.6 Encourage a balanced approach between the placement of utility services and the character of the rural and village areas.

Actions:

- 8.6.1 Continue to require new utility lines serving end users be underground, barring site limitations that make underground lines impossible. Seek to relocate existing above ground lines underground within the village core, especially along the "main street" portion of Route 116 from Mechanicsville Road to Friendship Lane.
- 8.6.2 Encourage cooperation between the town and Green Mountain Power to find a suitable site for a substation or other improvements that would increase power supply and reliability so that adequate electric power is available for both new development and three phase service for the Industrial 1 zone in South Hinesburg.

Goal 8.7 Continue to define the role of the Hinesburg Energy Committee.

Actions:

- 8.7.1 The Energy Committee should take the lead in the execution of Town Plan energy goals and recommendations.
 - 8.7.2 Help property owners understand State energy efficiency building codes (Residential Building Energy Standards, RBES; Commercial Building Energy Standards, CBES) for new development and renovations – e.g., outreach when building permits are issued.
 - 8.7.3 Identify utility, federal and state incentives to support energy conservation efforts and efficiency improvements. Educate the public about potential incentives for energy conservation and efficiency improvements (e.g., workshops, published information, etc.).
 - 8.7.4 Participate in the public review processes of new utility facilities and municipal facilities and major residential and commercial developments. Review these projects for conformance with the Town Plan. Create an objective set of criteria to enable consistency in such reviews. Seek to preserve the Town’s rural character while recognizing the important function these projects serve.
-

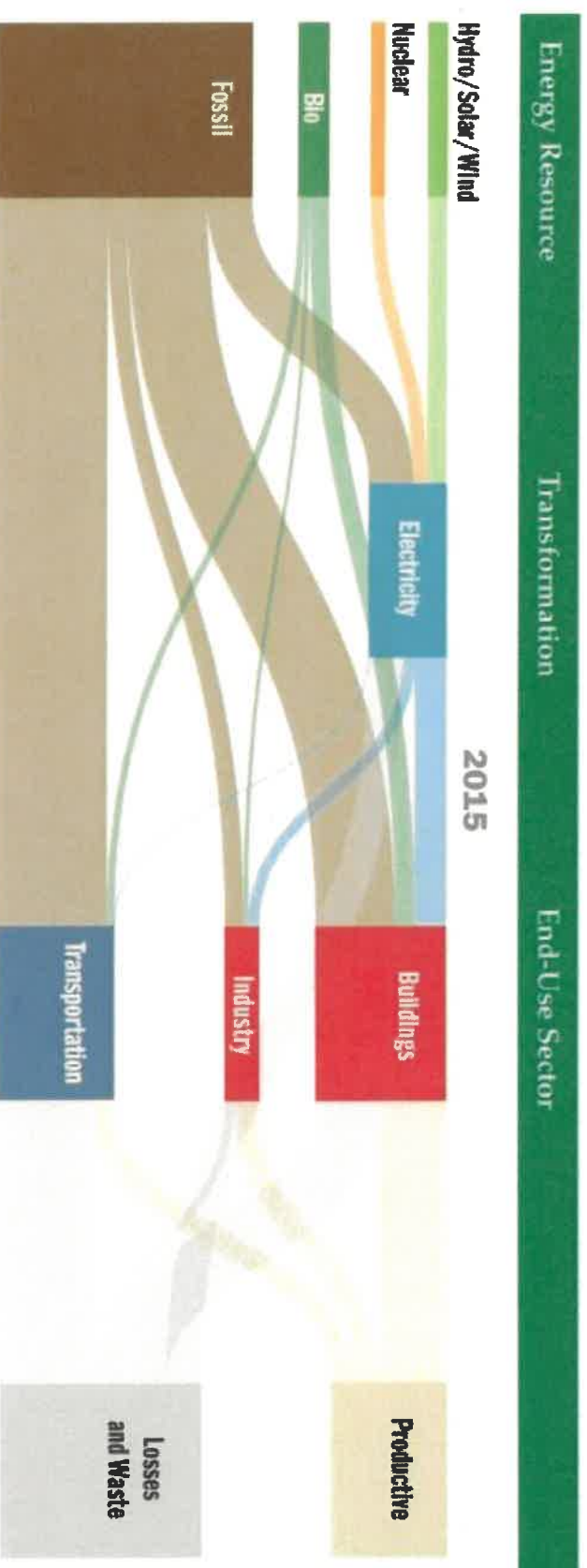
Enhanced Energy Planning

The foundation of enhanced energy planning is the goals established in the 2016 Vermont Comprehensive Energy Plan (CEP) - https://publicservice.vermont.gov/publications-resources/publications/energy_plan:

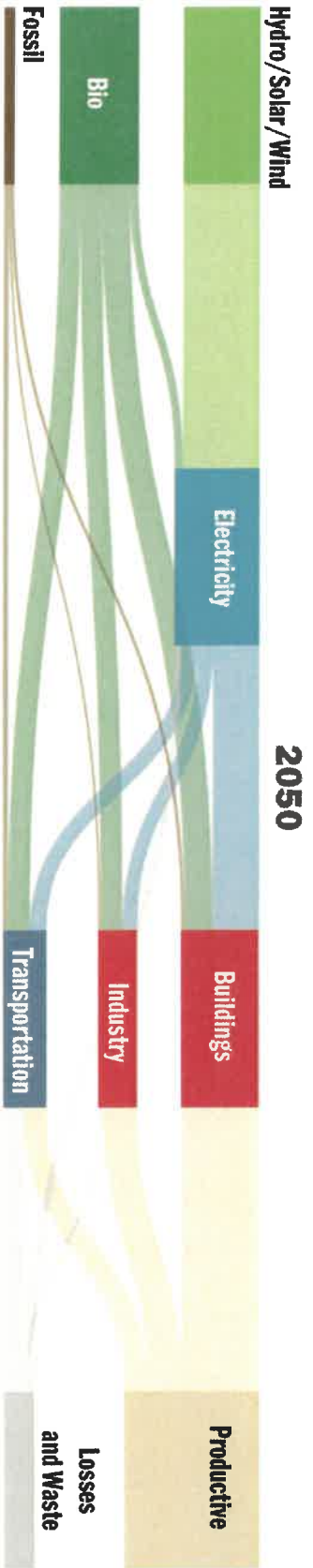
- Reduce total energy consumption per capita by 15% by 2025, and by more than one third by 2050.
- Meet 25% of remaining energy needs from renewable source by 2025, 40% by 2035, and 90% by 2050.
- Three end-use sector goals by 2025: 10% renewable transportation, 30% renewable buildings, and 67 % renewable electric power.
- Reduce greenhouse gas emissions from energy use by 40% below 1990 levels by 2030 and 80% to 95% by 2050.
- All new buildings to be net zero by 2030.

The effects of achieving these goals on the energy system in Vermont is illustrated by the following two exhibits from the 2016 CEP for the years 2015 and 2050. These show graphically how a mix of primary energy resources, including fossil fuels and renewables, provide heat, light and power to end-users, as well as how much energy is transformed into electricity in the process and how much energy is ultimately productive or lost and wasted. From 2015 to 2050 the heavy reliance on fossil fuels (plus Vermont Yankee nuclear power) is replaced by renewable hydro/solar/wind power and bio-fuels. More energy resources are transformed into electricity and end-use of fossil fuels in buildings, industry and transportation is reduced to very low levels. Total energy use is also reduced by improved thermal efficiency in buildings and industry and greater efficiency of building equipment and lighting, industrial processes and vehicles. By 2050 light-duty vehicles are primarily EV’s and heavy-duty vehicles and trucks are heavily reliant on bio-fuels.

Vermont Energy Flows (2015)



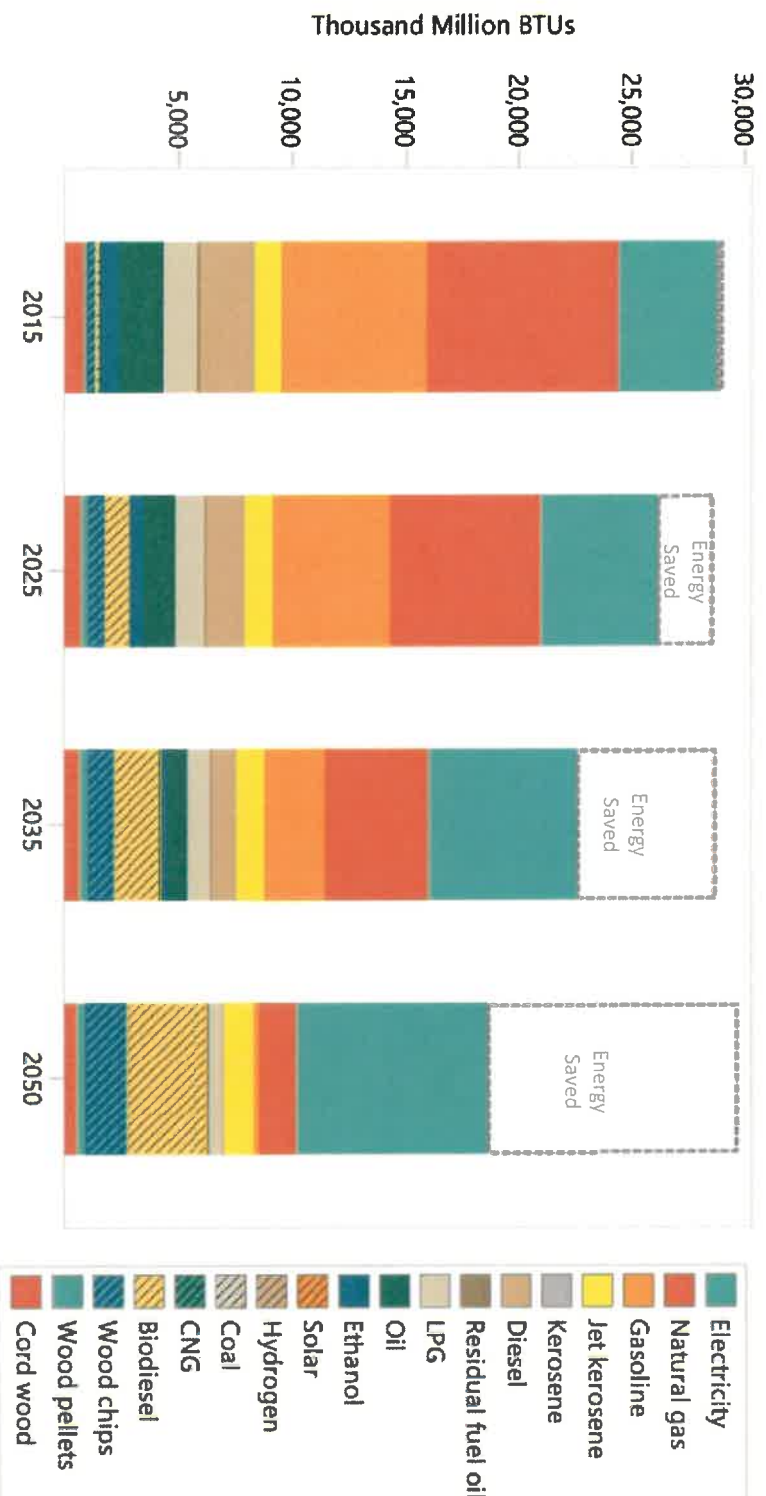
Source: Vermont Comprehensive Energy Plan 2016



How the transformation described above would affect the profile of energy use in Chittenden County is illustrated in the graphic below prepared by the CCRPC. This shows the LEAP model's estimated change in energy use by fuel type for Chittenden County as well as energy saved across all sectors between

2015 and 2050. While the current mix of fuels for Hinesburg differs from that of the County as a whole, particularly in County's heavier reliance on natural gas, the overall pattern of increased Energy Saved and Electricity end use and the substitution of renewables for fossil fuels for Hinesburg would be similar.

Chittenden County Energy Use by Fuel Source & Energy Saved Compared to "Business as Usual," 2015-2050



Act 174 aims to facilitate this energy transformation through an enhanced energy planning process integrated with land use planning that establishes a new set of municipal and regional energy planning standards and goals, which if met would be consistent with the state-wide CEP goals. Enhanced energy planning is voluntary, but if the Hinesburg Town Plan is certified by the Chittenden County Regional Planning Commission as being in compliance our preferences on issues such as land use planning and siting of energy projects will receive "substantial deference" rather than "due consideration" in actions before the Vermont Public Utilities Commission. "Substantial deference" as defined in Act 174 means that "a land conservation measure or specific policy shall be applied in accordance with its terms unless there is a clear and convincing demonstration that other factors affecting the general good of the State outweigh the application of the measure or policy." This gives considerably more weight to Hinesburg's preferences in PUC proceedings than is provided by simple "due consideration."

In order to be certified as in compliance with enhanced energy standards, this Town Plan must first be approved by the Chittenden County Regional Planning Commission (CCRPC) as consistent with the standards laid out in 24 VSA §4352. These standards include consistency with the state climate and energy goals and compatibility with the approved Regional Plan. The CCRPC has provided Hinesburg with planning standards and quantitative pathways for future action, that if adopted would meet these standards, enabling Hinesburg to receive the formal “determination of energy compliance” that provides “substantial deference.” This Energy Chapter adopts the CCRPC suggested pathway but recognizes that there are many ways to meet energy and climate goals land that Hinesburg may adopt other pathways in the future as our plans and circumstances progress.

The standards and data provided by the CCRPC are the most current and detailed available. Unfortunately, data on energy consumption and end-use energy equipment at the town level is currently limited. For example, data on electrical consumption for Hinesburg is available but data on home or vehicle fuel consumption is not. Where actual town data is not available, allocations of State or regional data or estimates based on surveys are used. Efforts are being made to improve the data available for regional and town planning and as better information becomes available, Hinesburg may revise its energy planning accordingly.

State statute (24 V.S.A. section 4382) requires that municipal plans include an energy plan including, “an analysis of energy resources, needs, scarcities, costs and problems within the municipality, a statement of policy on the conservation of energy...” This chapter addresses these issues and includes policy on the development of renewable energy, which has seen tremendous growth in Vermont. Related land use policies to help conserve energy (e.g., smart growth) are discussed more fully in Chapter 3. Related transportation policies are discussed in Chapter 7.

Enhanced Energy Planning Targets

The targets provided in the tables below are provided by the CCRPC and, taken as a whole, satisfy the requirements necessary for Hinesburg to receive a “determination of energy compliance” and receive “substantial deference” in hearings before the PUC.

They are developed with data from the Long-Range Energy Alternatives Planning (LEAP) model¹ to estimate one possible scenario to reach these goals. This scenario includes the following goals for Hinesburg for 2050 with interim targets for 2025 and 2035 as shown in the individual tables:

- Weatherization and Efficiency Upgrades: 28% of commercial and industrial establishments and 100% of residences will be weatherized. 84% of both commercial and industrial establishments and residences will have increased electric efficiency. Weatherization typically involves air sealing, but may include a wide variety of other measures. Weatherization options are evaluated and implemented based on efficacy and cost effectiveness. Note – the scenarios only include weatherization of 28% of commercial and industrial establishments as that is the goal in the statewide CEP. As noted in goal 8.4, the Town’s goal is to strive for weatherization of 100% of commercial/industrial establishments and residences by 2050.

¹ For more information on the Long-Range Energy Alternatives Program and the work conducted by the Vermont Energy Investment Corporation, see the 2018 Chittenden County ECOS Plan, Appendix 6: http://www.ecosproject.com/wp/wp-content/uploads/2017/09/ECOSPlan_ProcessSupplement6_EnergyData_Methodology_Final20180615.pdf

- Total Energy Use per Capita: Total energy use per capita will be 45% lower than it was in 2015, as measured by aggregated community-wide data – actual or modeling equivalent to our better than the LEAP model.
- Transportation Fuels: Electric vehicles will increase to 89% of the light duty vehicle fleet, and 96% of energy used by heavy duty vehicles will come from biodiesel.
- Increased Generation: Additional renewable energy generation of 13,517 - 23,594 MWh annually will be sited in Hinesburg.

Electricity

The power supply for Vermont’s electric utilities comes from many sources including Hydro Quebec, Seabrook, NH nuclear plant, small hydro, the New England power grid (predominately natural gas generation plants), biomass, wind, and solar. Hinesburg-based energy generation currently produces 1,458 MWh of electricity annually from renewable sources including building and ground-mounted photovoltaics on various properties, a small wind turbine on the north side of the village area (NRG Systems property). Electricity is also produced by diesel generators at Clifford Lumber and Hinesburg Sand and Gravel in the Industrial 1 district (necessitated by the lack of three phase power). Currently, Hinesburg’s local electric distribution is provided by Green Mountain Power and the Vermont Electric Cooperative. (See the “Renewables” section below for more information on generation in Hinesburg.) 2015 electric use in Hinesburg can be seen in Table 1 below.

Table 1. Electrical Energy Use, 2015 (MWh)

Residential	13,586
Commercial and Industrial	8,212
Total	21,797

Sources: *Efficiency Vermont, October 2017*

The Vermont Electric Power Company (VELCO) also maintains a high voltage (115kV) transmission line running north/south on the western side of the town. This line is part of VELCO’s statewide network of transmission lines that serve to bring electrical power into the state and to distribute it. The Town has a stake in future improvements to the VELCO line, especially given that much of the transmission line is located in the rural agricultural portion of Hinesburg. VELCO upgraded the transmission power poles on the high voltage lines extending through Hinesburg in 2014. Though energy use per capita must decrease to meet Vermont’s 2050 energy goals, the use of electricity will actually increase. Electricity from renewable sources will power things like vehicles and heat pumps, switching those sectors away from fossil fuels. See Table 2 below for the LEAP model’s projected electricity use between 2015-2050 to meet the State’s 2050 energy goals.

Table 2. LEAP Model Estimated Future Electrical Energy Use in Hinesburg, 2015-2050

	2015**	2025	2035	2050
Without Industrial (MWh)	14,480	17,446	22,236	28,816
Industrial Only (MWh)	3,990	5,661	7,320	9,825
Total (MWh)	18,470	23,106	29,555	38,641
Total Electric Energy Saved (MWh)	248	2,953	5,962	11,150
Residences that have increased their Electric Efficiency	3%	30%	58%	98%

Commercial and Industrial Establishments that have Increased Their Electric Efficiency 3% 30% 58% 98%

Source: LEAP Model

*Please note that industrial electricity use is recognized as the most difficult element to project in the LEAP model, because of regional discrepancies in data from the commercial and industrial sector. Therefore, projected electricity use and total energy use are reported two ways: with industrial electricity use included and excluded.

**2015 numbers are derived from the LEAP model and may vary from the actual measurements reported by utilities.

Thermal Energy Use

Natural Gas, Fuel Oil, Propane, Kerosene

"Most of the energy used in Vermont comes from non-renewable sources. Natural gas and petroleum products account for 62% of Vermont's total energy usage... Vermont consumed 15.3 million barrels of petroleum and 9.6 billion cubic feet of natural gas in 2013, the most recent year for which data are available. Although they are the state's biggest drivers of climate change and air pollution, fossil fuels continue to account for our majority share of energy consumption because of their relatively low price, well-established distribution system, compatibility with existing infrastructure and equipment, and on-demand characteristics" (from VT CEP, pg. 389). Fuel oil, propane and kerosene are widely used to heat homes in much of Hinesburg, with the exception of the village area where natural gas is available. Exact usage of natural gas is reported annually by Vermont Gas (see Table 4) but there are no other exact counts of home heating fuel use for Hinesburg. However, estimates from the US Census Bureau are shown in Table 3.

Table 3. 2017 Home Heating Estimates

Utility gas	18% of homes
Fuel oil, Kerosene	35% of homes
Propane	27% of homes
Wood	12% of homes

Please note that these are estimates with a relatively high margin of error and should be used with caution.

Sources: American Community Survey 2013-2017 5-Year Estimate, Table B25040: House Heating Fuel

Vermont Gas brought natural gas to Hinesburg in 2009. Pipes were laid to serve most of the greater village area. Approximately 500 homeowners and businesses have the option to use natural gas. As of 2014, the conversion to natural gas has been 78% of the residential and non-residential buildings able to connect to the system. This includes the majority of the municipal, commercial, and institutional buildings in Town. Natural gas usage in Hinesburg as of 2015 is shown in Table 4 below.

Table 4. Current Thermal Energy Use from Natural Gas, 2015

Total Residential Natural Gas Consumption (MMBtu)	24,483 (52% of total)
Total Commercial/Industrial Natural Gas Consumption (MMBtu)	22,388 (48% of total)

Total Municipal Natural Gas Consumption (MMBtu) 46,872

Sources: Vermont Gas

In 2014 Vermont Gas Systems became one of Vermont’s [energy efficiency utilities](#) and has been actively assisting home and building owners to conserve natural gas. The programs help owners identify, contract and pay for a portion of gas energy improvements for the more efficient use of this fuel. Meeting Vermont’s 2050 energy goals will require customers to switch away from natural gas to a renewable fuel. As of this writing, the town is debating a measure to prohibit additional pipeline expansions within Hinesburg.

Commercial Energy Use & Efficiency Services

There are approximately 87 commercial, industrial and institutional buildings and facilities in Hinesburg. Commercial/Institutional/Industrial (CII) buildings are defined as where people are not living on a permanent basis. CII buildings consume approximately one half of the total building energy in Hinesburg. Much room for improvement remains, even though many gains have been made over the years through high efficiency equipment, shell retrofit, above-code new construction and improved processes. Energy efficiency and recapture are also possible in commercial agricultural operations – e.g., reverse osmosis in sugaring operations, dairy farm methane digesters, etc. CII entities are typically focused on return on investment for reduced energy dollar expenditures instead of greenhouse gas emissions. The Energy Committee can help building owners understand that economically attractive energy efficiency projects will have ecological benefits as well. The Energy Committee plans to assist CII owners to conform to the updated and more stringent building code CBES 2015. Additionally, the committee will advise the Planning Commission and Selectboard on possible adoption of a Stretch Energy code. The LEAP model’s projected changes in commercial energy use to meet the State’s 2050 energy goals are shown in Table 5 below.

Table 5. LEAP Model Estimated Future Commercial Thermal Energy Use in Hinesburg, 2015-2050

	2015	2025	2035	2050
Total Commercial Thermal Energy Use (MMBtu)	49,770	48,708	46,394	41,036
Percent of Commercial Establishments Weatherized by Target Year	8%	15%	16%	28%
Energy Saved by Weatherization by Target Year (MMBtu)	1,195	2,618	3,630	8,749
Commercial Establishments Using Heat Pumps (%)	0%	16%	25%	28%
Commercial Thermal Energy Use by Heat Pumps (MMBtu)	92	3,950	7,807	11,665
Commercial Establishments Using Wood Heating (%)	5%	7%	8%	8%
Commercial Thermal Energy Use Attributable to Wood Heating (MMBtu)	3,697	5,894	8,118	11,885

Sources: LEAP Model, Department of Public Service, Department of Labor

Residential Energy Use & Efficiency Services

The residential sector of Hinesburg housing stock accounts for a significant proportion of energy use and Hinesburg’s carbon release to the atmosphere. Hinesburg’s housing stock varies significantly with regard to energy efficiency and the use of renewable energy. The LEAP model’s projected changes to residential heating to meet the 2050 goals can be seen in Table 6 below.

Table 6. LEAP Model Estimated Future Residential Thermal Energy Use in Hinesburg, 2015-2050				
	2015	2025	2035	2050
Total Residential Thermal Energy Use (MMBtu)	173,852	155,857	132,149	91,494
Percent of Residences Weatherized by Target Year	1%	14%	36%	100%
Energy Saved by Weatherization by Target Year (MMBtu)	618	7,275	19,872	62,199
Percent of Residences Using Heat Pumps	3%	18%	37%	60%
Residential Thermal Energy Use from Heat Pumps (MMBtu)	1,739	10,102	20,783	30,470
Residences Using Wood Heating (%)*	14%	14%	14%	14%
Residential Thermal Energy Use from Wood Heating (MMBtu)	27,214	28,621	28,649	25,171

The LEAP model estimates a future scenario that shows one way for Chittenden County's communities to meet the state's 2050 energy goals. However, actually meeting these goals may take a different path than modeled. In Hinesburg, it may be more effective for residents to switch to wood heating systems rather than heat pumps, or to use wood heating as a backup system for heat pumps. Future iterations of this plan will examine new models to show an increased adoption of wood heating. This may also serve to reduce the small amount of natural gas energy that the LEAP model assumes will still be used in Hinesburg and other Chittenden County municipalities by 2050.

Sources: LEAP Model, Department of Public Service

To move toward the goal of 90% renewable energy by 2050 and all new homes at net zero energy by 2030, the following are recommended:

- All new homes built are recommended to be net zero energy by the year 2030. Between 2015 and 2020 25% of the energy required to electrify and heat new homes will be supplied from renewable energy. Between 2020 and 2025 50% of the energy required to electrify and heat new homes will be supplied from renewable energy. Between 2025 and 2030 75% of the energy required to electrify and heat new homes will be supplied from renewable energy.
- New homes should be encouraged to include photovoltaics to charge an electric vehicle as well as ready connections to charge an electric vehicle. Work on developing requirements for electric vehicle charging capacity in large residential developments and multifamily dwellings.
- Reaching 90% energy use from renewables by 2050 will require changes to existing homes. Hinesburg should encourage residents to improve energy efficiency of existing homes (e.g., weatherization), and shift to non-fossil fuel thermal sources of energy.
- Homeowners should be encouraged to take advantage of the energy audit services of the various state agencies that sponsor and/or offer these services. These audits should be comprehensive in nature, looking at ways to reduce energy use as a first measure and then look to supply renewable energy.
- Building permits being issued for changes to existing homes should include information as to how a home can achieve net zero energy.

- Those homes that do not have a reasonable site to capture renewable energy should consider community sources of renewable energy.
- Wood combustion appliances should meet the state requirements for allowable particulates released in to the atmosphere. Wood combustion should be a secondary source of thermal energy to a cleaner primary source whenever possible.
- Energy efficient lighting and appliances should be encouraged in all new homes.
- Hinesburg should consider requiring new construction to achieve a higher level of efficiency above energy code (RBES).
- Hinesburg should promote weatherization and fuel switching opportunities from Efficiency Vermont and utilities working towards their Renewable Energy Standard Tier III requirements,² and have an inventory of other financing options for homeowners wishing to pursue energy efficiency measures and renewable energy. Between 2015 and 2017, customers in Hinesburg saved a total of \$275,910 on electric and thermal energy bills due to energy efficiency measures. The Hinesburg Energy Committee would be the logical group for organizing and dissemination this information. Recent projects coordinated in Hinesburg by Efficiency Vermont can be found in Table 7 below. Other weatherization projects that were not affiliated with Efficiency Vermont have probably also taken place, but are not measured here.

Higher energy efficiency measures enhance housing affordability in the long run by reducing monthly costs for heating and electricity. Savings will be substantial over the course of a typical 30-year mortgage, and will continue to accrue beyond that. With that said, further study of the cost of the highest efficiency measures (e.g., net-zero homes) is warranted to determine the potential impact on initial purchase price, particularly as it relates to affordability for low and moderate income households. The trend toward more energy efficient home construction is largely dictated by statewide energy efficiency building codes that are upgraded every three years. With that said, low to moderate income households should not be priced out of the new home market. Should it be determined that higher energy efficiency measures result in substantially higher purchase prices, both the Town and the State should initiate programs to assist low and moderate income households.

Table 7. Recent Residential Energy Efficiency Projects

	2014	2015	2016	2017
Home Performance with ENERGY STAR® Projects	14	18	21	26
Total Residential Projects (includes Home Performance with ENERGY STAR® projects)	37	86	111	265

Source: Efficiency Vermont, November 2018

² Visit the Vermont Public Utility Commission's website for more information about renewable energy standards for Vermont electric distribution utilities: <https://puc.vermont.gov/electric/renewable-energy-standard>

Transportation

Transportation accounts for a large part of the state's overall energy usage, and is the leading producer of greenhouse gases in Vermont and Hinesburg. Gasoline continues to be the principal fuel for transportation.

In order to implement Vermont's Comprehensive Energy Plan, effort must be made on the local level to reduce both the vehicle miles traveled and the reliance on fossil fuels used in transportation. Successes on this front include the Hinesburg Rides program formed in 2008, the introduction of a Burlington-Hinesburg-Middlebury bus route in 2012, the introduction of a local bus service throughout Hinesburg in 2018, and the installation of EV chargers, as discussed in the Transportation section of this plan.

New sidewalks and crosswalks in the village area have promoted more walking in the town as an alternative to vehicle use. Continuing to build more sidewalk systems, as well as adding bike lanes to town roads and in new developments will encourage more local economic development at the same time as residents are using less fossil fuel to get around and staying more physically fit.

The need for a much higher use of renewable energy in transportation will be a challenge in Hinesburg and the state. In 2017, the DMV reported 3,155 fossil fuel burning light duty vehicles registered in Hinesburg, compared to only 12 electric vehicles. Hybrid vehicles meet that goal to some extent, but Hinesburg needs to plan to accommodate the use of plug-in electric vehicles by our residents and other drivers passing through our town. Electric charging stations, powered by photovoltaic arrays and from the grid, will be an important addition to the region's transportation infrastructure and should be considered as part of all new dwelling construction. Another way for Hinesburg to meet the goals of Vermont's Comprehensive Energy Plan is to promote the use of biofuel as a replacement for petroleum-based fuel for heavy duty vehicles. Oil seed crops, such as sunflowers, grown on what are now unproductive fields, could be an economic boost to local farmers and oil seed processors. The LEAP model's projected changes in transportation energy to meet the 2050 energy goals are shown in Table 8 below.

Table 8. LEAP Model Estimated Future Transportation Energy Use in Hinesburg, 2015-2050

	2015	2025	2035	2050
Total Light Duty Transportation Energy Use (MMBtu)	223,050	185,821	117,705	51,301
Electricity Used for Light Duty Transportation (MMBtu)	177	2,478	17,081	36,049
Light Duty Electric Vehicles (% of Vehicle Fleet)	0%	6%	41%	89%
Biofuel Blended* Energy Used for Light Duty Transportation (MMBtu)	222,873	183,343	100,625	15,252
Biofuel Blend*Light Duty Vehicles (% of Vehicle Fleet)	100%	94%	59%	11%
Heavy-Duty Transportation Energy Use from Biodiesel (Percent of Total)	94%	33%	58%	96%
Heavy-Duty Transportation Energy Use from Fossil Fuels (Percent of Total)	6%	67%	42%	4%

*This measures biofuels blended with fossil fuels. A common example is gasoline with ethanol mixed in.

Sources: VTrans, LEAP Model

Total Energy Use

Making these changes to meet the Vermont state energy goals will result a large decrease in per-capita energy use, as shown in Tables 9 and 10 below. Future projects are shown with and without industrial energy use, as the sector is not well represented by the LEAP model and the projections for this energy type may not be reliable.

Table 9. LEAP Model Estimated Future Total Energy Use Per Capita (Including Industrial Electricity Use*) in Hinesburg, 2015-2050

	2015	2025	2035	2050
Total Energy Use (MMBtu)	509,692	469,224	397,090	315,675
Population	4,489	4,682	4,794	5,016
Total Energy Use Per Capita (MMBtu)	114	100	83	63
Reduction in Total Energy Use Per Capita since 2015	--	12%	27%	45%

Source: LEAP Model

**Please note that industrial electricity use is recognized as the most difficult element to project in the LEAP model, because of regional discrepancies in data from the commercial and industrial sector.*

Therefore, projected electricity use and total energy use are reported two ways: with industrial electricity use included and excluded.

Table 10. LEAP Model Estimated Future Total Energy Use Per Capita (Excluding Industrial Electricity Use) in Hinesburg, 2015-2050

	2015	2025	2035	2050
Total Energy Use (MMBtu)	496,077	449,909	372,116	282,152
Population	4489	4682	4794	5016
Total Energy Use Per Capita (MMBtu)	111	96	78	56
Reduction in Total Energy Use Per Capita since 2015	--	13%	30%	49%

Source: LEAP Model

**Please note that industrial electricity use is recognized as the most difficult element to project in the LEAP model, because of regional discrepancies in data from the commercial and industrial sector.*

Therefore, projected electricity use and total energy use are reported two ways: with industrial electricity use included and excluded.

Public Energy Education

The town has already identified the need to create programs, processes and systems to foster sustainable procurement and use of energy. In 2014 the Selectboard initiated a Hinesburg Energy Committee to formally promote the responsible use of energy. The committee consists of up to seven members of the community each serving three-year terms. This committee acts in an advisory capacity for the other boards and commissions in town. The energy committee has helped the town's overall effort to promote sustainability through several initiatives:

- The committee has advised town officials on how several potential developments under review could orient buildings on the plans to take advantage of passive solar gains and how the developments could incorporate renewable energy.
- The committee submitted a motion to have the town adopt the Energy Code Plus building standards instead of the Residential Building Energy Code.
- The committee presents an annual Efficiency Vermont Button Up workshop for the community each fall. The purpose of the presentation was to educate residents on the importance of making energy efficiency upgrades on homes and shows homeowners how they can properly install efficiency upgrades on their own homes.
- The committee held a four-meeting Net Zero Energy and Healthy Homes workshop series in 2018.

Renewable Energy Generation

In addition to reducing energy consumption, meeting Vermont’s renewable energy goals will require a significant increase in renewable energy generation in Hinesburg. Renewable energy resources are defined in State statute (24 V.S.A. §4303) as, “energy available for collection or conversion from direct sunlight, wind, running water, organically derived fuels, wood and agricultural sources, waste heat, and geothermal sources.” Achieving the State CEP goal of supplying 90% of our energy needs from renewables by 2050, requires an average increase in renewables of approximately 2.57% per year. The Town must promote this goal and work aggressively to achieve it. The Town has installed limited renewables on municipal property – e.g., solar trackers next to the wastewater treatment facility; solar powered lights for the Town Office park and ride. Residents and businesses have also increased usage of solar, wind, and biomass heat (e.g., wood pellets). As of May 2019, the Vermont Energy Dashboard (<http://www.vtenergydashboard.org/my-community/hinesburg/statistics>) showed 235 renewable energy sites in Hinesburg, as shown in Table 11 below.

Table 11. Existing Renewable Electricity Generation

	Sites	Power (MW)	Energy (MWh)
Solar	231	3.07	3,771
Wind	2	.012	29
Biomass (Wood)	2	Unknown	Unknown
Total	235	3.09	3,800

Source: *Community Energy Dashboard, May 2019*

Increasing the use of renewable energy sources will require concerted efforts by the entire community, such as:

- Additional renewables on municipal properties and facilities, particularly roof-mounted solar (e.g., Town Highway garage, etc.) and ground-mounted solar.
- Use of electric vehicles for light or medium duty municipal vehicles, and use of biofuel vehicles for heavy duty municipal vehicles to the extent possible. Provision of one or more public electric vehicle charging stations – e.g., Town Office, Police Station, Carpenter-Carse Library, etc.

- Ensure that new construction makes use of renewables to a far greater extent than currently mandated. Revise land use regulations to clarify and prioritize maximizing solar gain, such that any new construction must get as much direct sunlight as possible, while balancing the need to create vibrant streetscapes in the village growth area that necessarily include trees and variable building orientation.

In Hinesburg, these generation goals mean that annual generation capacity in Hinesburg must be increased by between 13,517 MWh and 23,594 MWh, as shown in Table 12 below.

Table 12. New Renewable Electricity Generation Targets

Generation Targets – Any Technology (MWh)	2025		2035		2050	
	Low	High	Low	High	Low	High
	3,862	6,741	7,724	13,482	13,517	23,594

Sources: LEAP Model and CCRPC Modeling

These targets are in addition to the 1,458 MWh generated annually in the municipality as of July 2017
Chittenden County Regional Planning Commission has set high and low generation targets for the county and each municipality (see Supplement 6 of the 2018 ECOS Plan for the methodology). Any amount of generation within this range means that the town is producing its share of renewable energy generation for the county.

The Town of Hinesburg has more than enough land area to meet these goals with current renewable energy technology. The graphics below show the amount of land needed to produce the generation targets with solar or wind. These hypothetical scenarios show that Hinesburg’s high generation goal could be met with as little as 0.6% of the Town’s total land area. Estimates of Hinesburg’s total generation capacity for various technologies can be found in Tables 13 and 14 below.

Figure 1. Land area needed to meet Hinesburg's generation targets with 100% solar

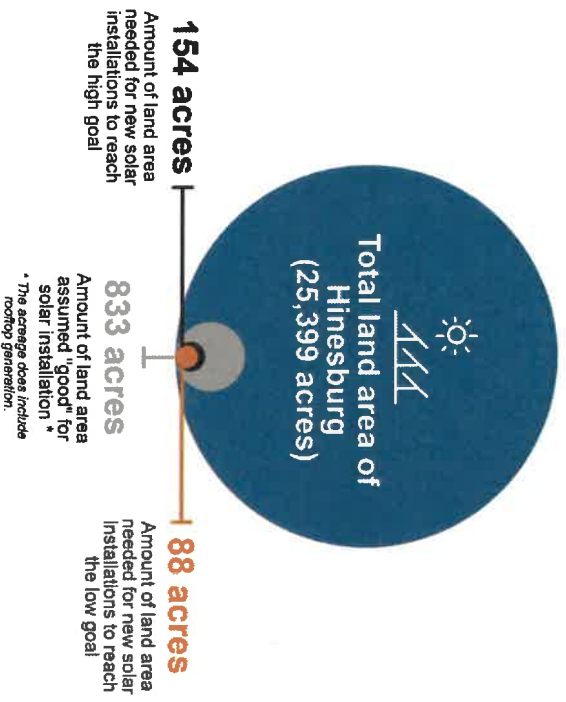


Figure 2. Land area needed to meet Hinesburg's generation targets with 100% wind



Table 13. Land Available for Wind and Solar Generation

	Prime Potential	Base Potential
Solar	833 acres (3% of town)	5,237 acres (21% of town)
Wind	1,110 acres (4% of town)	10,824 acres (43% of town)

Source: CCRPC and the Department of Public Service, Vermont Center for Geographic Information

Table 14. Projected Renewable Electricity Generation Potential

	Power (MW)	Energy (MWh)
Rooftop Solar*	4	4,463
Ground-Mounted Solar* – Prime	104	127,684
Ground-Mounted Solar* – Base	87	107,049
Wind – Prime	44	136,080
Wind – Base	433	1,327,422
Hydro	Future hydroelectric capacity may be available at existing small dams	
Biomass	See Map 6 for forested areas	

Source: CCRPC and the Department of Public Service

*Rooftop solar potential is calculated by assuming that a certain percentage of rooftops can hold solar systems. Ground-mounted solar potential reports how much land could be developed with solar based on its aspect and elevation, and does not remove space taken up by impervious surfaces like roofs. Therefore, rooftop solar potential cannot be added to ground-mounted solar potential, as this would lead to some generation potential being double counted.

Energy Siting & Screening Policies

Local Policies

Hinesburg encourages the development of renewable energy generation and storage facilities (e.g., solar, wind, etc.), but the scale, context and impacts of a project must be considered. Visual screening from public roads and neighboring residences is an important consideration for any ground-mounted facility over 15kw, and is particularly sensitive for facilities over 150kw. Such screening need not hide such facilities, rather it should be used to ensure the facilities blend with the surroundings. State statute (24 V.S.A. §4413b) prohibits municipal land use regulations from regulating energy generation and transmission facilities. Such facilities are instead reviewed by the VT Public Utility Commission (PUC) pursuant to 30 V.S.A. §248. Section 248 does require that ground-mounted solar generation facilities comply with municipal screening requirements as long as the PUC finds that compliance would not have the effect of prohibiting or interfering with the functional use of the facility. Hinesburg’s Zoning Regulations were revised in 2016 to include screening requirements for such facilities. Although important, screening is only a tool to help blend or hide development after a site has been selected. More importantly, such development must be properly sited in the first place.

This Town Plan provides clear guidance as to the sensitive natural and cultural features that shall inform site selection for any development. The policies in this plan shall be applied to energy generation facilities over 15kw and to transmission facilities, to ensure that such facilities will not unduly interfere with orderly development. **Because this plan is an “enhanced energy plan,” the following policies will be given “substantial deference” in proceedings before the Public Utilities Commission.**

- Primary resource areas are inappropriate for siting of energy generation facilities and shall be avoided. Primary resource areas are:
 - Class 1 and 2 wetlands (Vermont Significant Wetland Inventory and advisory layers) and associated buffers (Map 7)
 - Flood hazard areas (Map 7);
 - Steep slopes 25% or greater (Map 9)
 - Surface waters and setback areas (Map 7)
 - Rare, threatened, and endangered species locations and significant natural communities (Map 9)
- Secondary resource areas shall also be considered, and impacts to such areas shall be minimized. Secondary resources areas are:
 - Moderately steep slopes 15-25% (Map 9)
 - Prime and statewide agricultural soils (Map 5);
 - Core wildlife habitat (Map 14)
 - Wildlife corridors (Map 14)
 - Deer wintering areas (Map 9)
- Particularly in the most rural portions of town (i.e., AG & RR2 zoning districts) forest clearing and impacts to prime agricultural soils shall be minimized to protect the working landscape. Context is important. For example, it’s reasonable for a working farm to use a portion of its prime agricultural soils for ground-mounted solar if it supports the continuation of the larger agricultural land use. However, the wholesale conversion of forest and/or prime agricultural soils so as to exclude concurrent farm and/or forestry use of a particular property is unacceptable. Important natural features are discussed in depth in Chapter 5, and are depicted on the maps that support this plan.
- Development potential within the village growth area should also be respected. As Hinesburg’s sole growth center, land intensive energy generation and transmission facilities shall be avoided, unless incorporated into a preferred location as noted below. The intent is not to prohibit such facilities entirely in the village growth area. However, energy generation and transmission facilities in this area must preserve the following: buildout objectives as noted throughout this plan (e.g., affordable housing, senior housing, commercial/industrial, etc.), vibrant streetscapes, visual character of the village, ability to have actively used and interconnected greenspaces.
- Town-wide, preferred locations for energy generation facilities include already developed areas. For example: on structures (e.g., roof-mounted), in parking lots, within a grouping of structures and infrastructure (e.g., farm building complex, industrial campus/park, residential dwelling

ACT 174 AND SUBSTANTIAL DEFERENCE

In 2016, Act 174 established a process for “enhanced energy planning,” which encourages municipalities to write plans that are “energy compliant.” This plan meets the standards for energy planning established by Act 174 and outlined in 24 V.S.A. §4352. Therefore, the policies of this plan will receive substantial deference in §248 proceedings. The Public Utility Commission shall apply the land conservation measures or specific policies in accordance with their terms unless there is a clear and convincing demonstration that other factors affecting the general good of the State outweigh the application of the measure or policy. This is a higher standard of review than “due consideration,” which the municipal plan’s policies would otherwise receive.

cluster), on the old Town landfill site, in non-productive portions of gravel pits that have been through site reclamation. Many of these areas are already defined as preferred sites in the Vermont Net Metering Rules. Projects sited on preferred site benefit from larger generation limits and higher net metering rates. Preferred sites are not limited solely to already developed areas. Hinesburg plans to identify other preferred sites on a case-by-case basis based on evaluations of site context, site constraints, and other factors. As sites are suggested in the future, there are two ways they can be formally defined as preferred sites: through an amendment to this plan or through a joint letter from Hinesburg's Planning Commission, Selectboard and the Chittenden County Regional Planning Commission.

- The Town's Subdivision Regulations require underground utility lines for new service to subdivisions. Although substantially more expensive to install, underground utility lines make sense given the community's interest in maintaining the Town's rural character and aesthetics. Although large scale transmission lines are difficult to place underground, energy generation facilities should utilize underground lines both within the project and to feed the facility.

State Policies

The policies above are not the only policies that apply to energy facility siting in Hinesburg. The State of Vermont has defined certain resources as known and possible constraints, some of which are the same as Hinesburg's primary and secondary resources and some of which are not. These areas are protected by the ECOS Regional Plan and state agency review during the Public Utility Commission review process. State defined known constraints are areas in which the State of Vermont finds that development, including renewable energy generation, is not appropriate. These resources are shown on the map of Known State Constraints. State constraints not covered by the local constraints listed above include:

- Department of Environmental Conservation River Corridors
- National Wilderness Areas
- Vernal Pools (confirmed and unconfirmed)

State defined possible constraints are areas in which the State of Vermont finds that the effects of development, including renewable energy generation, may need to be mitigated. These resources are shown on the map of Possible State Constraints. State possible constraints not covered by the local constraints listed above include:

- Hydric Soils
- Act 250 Agricultural Soil Mitigation Areas
- Vermont Conservation Design Highest Priority Forest Blocks (Forest Blocks – Connectivity, Forest Blocks – Interior, Forest Blocks - Physical Land Division)
- Highest Priority Wildlife Crossings
- Protected Lands (State fee lands and private conservation lands)

Implementation

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Chapter 10

Introduction

There are many tools and techniques to help implement the Town Plan vision. This chapter begins by describing some of the most common implementation avenues, and concludes with a table that details the lead responsibility, completion time horizon, and resources necessary for every action item in the plan.

Town plans are meant to be aspirational, visionary documents. Not all of the proposed action items may be accomplished within the next five to 10 years. Some action items may prove to be politically or financially infeasible. When an action item identifies the need for funding, it does not mean that funding has been vetted by the Selectboard or approved by voters. The timing of such action items will be determined by annual work programs and adequate funding via the annual Town budget.



Before (2010)



After (2013)



**New
Police
Station
(2014)**

**To achieve great things, two things are needed;
a plan, and not quite enough time.**

- Leonard Bernstein 1918-1990

Land Use Regulations

- The most commonly used bylaw for controlling development at the local level are zoning and subdivision regulations. Zoning and subdivision regulations control the use of land and structures, and the density, height and bulk of development. 24 VSA Chapter 117 spells out specific requirements and limitations of any municipal land development regulations. The statutes also provide multiple optional tools that communities enact under zoning and subdivision, including:
- Establishment of zoning and overlay districts
 - Site plan and conditional use standards
 - Performance standards
 - Form Based Code inspired standards
 - Inclusionary zoning
 - Waivers
 - Planned unit development
 - Transfer of development rights

Hinesburg has utilized these regulatory tools for decades, and will continue to improve and refine these regulations to better implement the Town Plan vision.

Official Map

The official map is a local bylaw enabled by State legislation which reserves land for streets, recreation paths, drainage, parks, schools and other public facilities. Hinesburg adopted its first Official Map (covering the village growth area) in 2009. The Official Map needs to be updated to address changes since 2009, and on a regular basis as plans for community facilities evolve.

Municipal Ordinances

Multiple municipal ordinances are used by the Town to implement the plan, and deal with a variety of issues: dog control, outdoor fires, municipal water and sewer, impact

fees, speed limits. Ordinances used in other municipalities, but not currently in Hinesburg cover a wide range of issues, such as: noise, backyard farm animals, peddlers/solicitation, food trucks, street trees, signs, outdoor lighting, etc.

Municipal demonstration projects

Leading by example is an excellent way for the Town to both solve specific issues while demonstrating best practices. There are many opportunities, from energy efficient building construction to the installation of stormwater treatment infrastructure to nicely maintained and landscaped public spaces to the use of renewable energy technologies.

Land Acquisition

The acquisition of land will likely be required in order to implement several goals and recommendations contained in the plan such as the construction of future community facilities. Land may be acquired through fee simple acquisition, conditions of subdivision approval, or donations.

Hinesburg has a long history of funding a Land Preservation Fund to help with costs related to land acquisition for conservation purposes – e.g., survey work, legal language drafting, matching funds for grants. With that said, contributions to this fund from the annual Town budget has been a relatively small fixed amount (\$1,500 - \$7,500) rather than a percentage of the tax rate as is done in some other communities. Furthermore, no dedicated fund exists for acquisition of non-conservation lands – e.g., sidewalks, recreation paths, economic revitalization, etc.

Capital Budget & Annual Budget

The Town has adopted a capital budget and program in accordance with 24 VSA Section 4426. The capital budget,

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the principal guide for public spending, describes the capital projects to be undertaken during the next 5+ years, including the estimated costs and method of financing. The capital budget helps inform the annual operating budget. Each year, substantial time and effort is put into crafting a budget for the next fiscal year, which is voted on at Town Meeting. Many, if not most, of the action items in the Town Plan ultimately rely on funding in the annual budget – e.g., staffing, special projects, ongoing maintenance, etc.

Impact Fees

The Town has adopted an impact fee program in accordance with 24 VSA Chapter 131. Impact fees are a means by which developments are required to pay for their “fair share” of public capital expenditures needed as a result of their development. Impact fees may be levied for all improvements meeting this criteria, upon adoption by the municipality. At present, impact fees are only collected and used for fire and police capital needs.

Special Assessment Districts

Special assessment districts are designated areas in which property owners are charged to cover the costs of installing capital improvements from which the property owners will exclusively benefit. Typical improvements funded by special assessment include water and sewer service, stormwater infrastructure, sidewalk construction and street improvements.

Public & Private Coordination

The Town should continue to cooperate with regional, State and Federal entities and agencies as necessary to further the goals and policies of this plan. Regional partners include the Chittenden County Regional Planning Commission, Chittenden Solid Waste District, Champlain Housing Trust, Greater Burlington Industrial Corporation,

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Lake Champlain Chamber of Commerce, and Green Mountain Transit. Private partnerships are also extremely important, both with the non-profit sector (e.g., Hinesburg Community Resource Center, Hinesburg Land Trust, Hinesburg Historical Society, Champlain Housing Trust, Housing Vermont, etc.) and for-profit businesses and developers.

Ongoing Planning and Studies

The Town will continue to update the Comprehensive Plan as required by 24 VSA Section 4387. This Plan includes within it recommendation for future action and studies to be undertaken to help implement its overall goals.

Implementation Table (following pages)

Note – wording of some goals and action items truncated to save space.

Lead Responsibility Groups:

- SB Selectboard
- PC Planning Commission
- DRB Development Review Board
- AHC Affordable Housing Committee
- VSC Village Steering Committee
- TC Trails Committee
- CC Conservation Commission
- RC Recreation Commission
- TFC Town Forest Committee
- EC Energy Committee
- EDC Economic Development Committee
- RLC Revolving Loan Fund Committee

Time Horizon:

- ongoing continual process
- short 1-2 years
- medium 3-5 years
- long 5+ years

Goal	Action	Lead	Time Horizon	Necessary Resources			
				Staff, Volunteer	Annual Budget	Capital Budget	Grant, Other
	7.6.5 Minimize speeding through speed enforcement and road design, and seek lower speed limits in densely settled areas.	Police, DRB	ongoing	✓	✓		
8.1 Adopt the State enhanced energy planning goals for Hinesburg and develop strategies and shorter-term objectives to achieve them.	8.1.1 Identify long-term strategies and shorter-term objectives for the Town to meet efficiency and renewable energy goals.	EC	medium	✓			
	8.1.2 Develop programs with specific measurable objectives to make progress toward each efficiency and renewable energy goal.	EC, SB	ongoing	✓			
	8.1.3 Use life cycle cost when evaluating energy-related Town capital expenditures, including vehicle acquisition.	SB	ongoing	✓			
	8.1.4 Use benchmarking of municipal, institutional and commercial buildings to educate the owners of their buildings' energy performance relative to other buildings or past performance.	EC	long	✓			
	8.1.5 Work with the Energy Action Network, State and County agencies and other organizations to improve local data available from the Community Energy Dashboard, the Architecture 2030 Challenge for Planning and other sources and tools to better monitor and educate the community on Town progress.	EC	long	✓			
8.2 Support the development of alternative renewable energy sources ... to contribute to Vermont's goal of obtaining 90% of energy from renewable sources by 2050.	8.2.1 Identify strategies to increase renewable energy generation within Hinesburg and meet electricity generation targets consistent with Town land use policies and values (see Table 12).	EC	long	✓			
	8.2.2 Encourage the use of renewable energy systems for onsite electricity generation and thermal energy. Analyze and realize the potential for renewable energy generation (particularly solar and wind) on municipal property for municipal and/or community use.	EC	long	✓		✓	
	8.2.3 Encourage farmers to use renewable energy in the production of their goods.	CC, EC	ongoing	✓			
	8.2.4 Promote smart grid and micro grid systems	EC	ongoing	✓			
	8.2.5 Consistent with the Public Utilities Commission process, designate additional preferred sites for renewable energy generation on a case-by-case basis via the joint letter process with the CCRPC.	EC, PC, SB	ongoing	✓			

Goal	Action	Lead	Time Horizon	Necessary Resources			
				Staff, Volunteer	Annual Budget	Capital Budget	Grant, Other
	8.2.6 Periodically update Energy Maps to facilitate development of renewable energy by land owners and energy developers consistent with constraints and Town Preferences.	EC	long	✓			
	8.2.7 Encourage owners to install rooftop solar and trackers on existing buildings and land.	EC	ongoing	✓			
	8.2.8 Work with electric utilities to modernize the grid to facilitate development of renewable energy in Hinesburg.	EC	long	✓			
	8.2.9 Encourage energy storage facilities as a component of new renewable energy developments when appropriate.	EC	ongoing	✓			
	8.2.10 Analyze the potential for community solar projects based on current State and Federal policy and financing options.	EC	short	✓			
8.3 Preserve existing or potential renewable energy resource	8.3.1 Strengthen zoning and subdivision regulations to require that all buildings be designed to maximize passive and active solar gain. Ensure that larger buildings with expansive roofs are adequately designed such that their roofs can support future solar installations. Consider changing existing language from advisory (e.g., "should") to required (e.g., "shall") in section 5.26.2(5) of the Zoning Regulations and sections 5.1.12 and 6.12.4(6) of the Subdivision Regulations. Consider a town-wide requirement (ordinance or zoning regulation) for solar ready roofs on all new construction. Explore amending zoning and subdivision regulations to include design standards to preserve the southern exposure of buildings for passive and active solar gain. Balance this with other siting and design factors, especially in the Village Growth Area where compact development is more common and street trees are necessary.	PC	long	✓			
	8.3.2 Encourage plantings that maximize solar heating in the winter and provide shade in the summer.	EC, DRB	ongoing	✓			
	8.3.3 Encourage ongoing sustainable forest management to maintain a local source of fuel wood (biomass).	CC	ongoing	✓			
	8.3.4 Preserve open areas suitable for solar energy generation (e.g., southern aspect) that are situated close to the Village Growth Area. Such areas could be useful in the future for providing renewable energy to concentrated portions of Hinesburg Village.	PC	long	✓			
8.4 Improve energy efficiency, reduce building energy demand, and work towards 100% of businesses and homes being weatherized by 2050.	8.4.1 Maximize the energy efficiency in town owned buildings and vehicles.	EC, SB	ongoing	✓			

Goal	Action	Lead	Time Horizon	Necessary Resources			
				Staff, Volunteer	Annual Budget	Capital Budget	Grant, Other
	8.4.2 Encourage homeowners and businesses to seek thermal efficiency upgrades and then invest in efficient renewable energy technologies.	EC	ongoing	✓			
	8.4.3 Promote the use of energy efficient lighting, appliances, automatic setback thermostats and motion detecting light controls to save energy.	EC	ongoing	✓			
	8.4.4 Promote the energy efficiency and weatherization services of Efficiency Vermont, Vermont Gas Systems, NeighborWorks, and the energy transformation programs of Vermont Electric Cooperative and Green Mountain Power ("Tier III") and other efficiency programs. Keep track of how many homes are weatherized, with a goal of 60 homes per year in order to reach the 100% goal by 2050.	EC	ongoing	✓			
	8.4.5 Promote cost-effective energy efficiency in future residential and commercial buildings by adopting Vermont's stretch code for all development and major renovations in Hinesburg.	PC, SB	medium	✓			
	8.4.6 Work with Efficiency Vermont and other partners to develop a manual to educate homeowners on how to choose and complete the next step towards a net zero home. Highlight local success stories, including examples of net zero homes – both via new construction and via renovation of existing housing stock.	EC	short	✓	✓		
	8.4.7 Consider future adoption of net zero ready requirements for new buildings to meet the State's comprehensive energy plan goal of all new buildings being net zero by 2030. Assess how such requirements could impact initial purchase price of new homes, and whether this adversely impacts housing affordability, particularly for low to moderate income households.	EC, PC	long	✓			
	8.4.8 Leverage and promote State and utility programs that make energy efficiency measures more attractive and affordable. Consider creating a related Town fund to provide assistance to low and moderate income home buyers and existing homeowners, possibly utilizing the Town's existing revolving loan fund for housing and economic development.	EC, SB	long	✓			
	8.5.1 Promote cost-effective energy efficiency in future transportation planning.	EC, PC	ongoing	✓			
	8.5.2 Consider regulation or ordinance changes to require that new developments incorporate electric charging stations, and if possible, power these by solar photovoltaic systems.	PC	medium	✓			
	8.5.3 Encourage the Town and the Champlain Valley School District to install electric charging stations, and to seek higher fuel efficiency and vehicles with alternative fuel types (e.g., biofuels, electric) when purchasing or leasing new vehicles.	EC, SB	ongoing	✓			

Goal	Action	Lead	Time Horizon	Necessary Resources			
				Staff, Volunteer	Annual Budget	Capital Budget	Grant, Other
	8.5.4 Consider bicycle paths, pedestrian walkways, and mass transportation access in the review of all development proposals in the Village Growth Area. Support and promote bicycle and pedestrian use along existing roadways and encourage these forms of transportation to neighboring town infrastructure.	VSC, DRB	ongoing	✓			
	8.5.5 Support efforts to increase public transit ridership (e.g., GMT, ACTR).	EC, SB	ongoing	✓			
	8.5.6 Promote more awareness of the State's Governorment connecting commuters carpool/rideshare program.	EC	ongoing	✓			
	8.5.7 Investigate why more school children don't ride the school bus, and explore ways to increase ridership.	EC, PC	long	✓			
8.6 Encourage a balanced approach between the placement of utility services and the character of the rural and village areas.	8.6.1 Continue to require new utility lines serving end users be underground, barring site limitations that make underground lines impossible. Seek to relocate existing above ground lines underground within the village core, especially along the "main street" portion of Route 116 from Mechanicsville Road to Friendship Lane. 8.6.2 Encourage cooperation between the town and Green Mountain Power to find a suitable site for a substation or other improvements that would increase power supply and reliability so that adequate electric power is available for both new development and three phase service for the Industrial 1 zone in South Hinesburg.	PC, SB	long	✓			
8.7 Continue to define the role of the Hinesburg Energy Committee.	8.7.1 The Energy Committee shall take the lead in the execution of Town Plan energy goals and recommendations.	EC	ongoing	✓			
	8.7.2 Help property owners understand State energy efficiency building codes for new development – e.g., outreach when building permits are issued.	EC	medium	✓			
	8.7.3 Identify utility, federal and state incentives to support energy conservation efforts and efficiency improvements. Educate the public about potential incentives for energy conservation and efficiency improvements (e.g., workshops, published information, etc.).	EC	ongoing	✓			
	8.7.4 Participate in the public review processes of new utility facilities and municipal facilities and major residential and commercial developments. Review these projects for conformance with the Town Plan. Create an objective set of criteria to enable consistency in such reviews. Seek to preserve the Town's rural character while recognizing the important function these projects serve.	PC, SB	ongoing	✓			

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODOT, TOWN MANAGER
SUBJECT: DIVERSITY AND INCLUSION UPDATE
DATE: 5/19/2021

Joy has a few meetings early next week on this topic so she will give a verbal update at the meeting.

TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: DELTA DENTAL RENEWAL
DATE: 5/19/2021

ISSUE:

The issue is whether the Selectboard will approve adding an orthodontic rider to the Town's dental plan.

DISCUSSION:

The Town's current dental plan does not provide an orthodontic benefit. It is common for Vermont municipalities to provide some level of orthodontic coverage. There are 4 orthodontic rider options. Three options do not cover adults and the lifetime maximums (per patient) are \$1,000, \$1,250 and \$1,500.

There is one orthodontic rider option that covers adults and it has a maximum benefit of \$1,250 (per patient).

The FY22 budgeted dental expense is \$18,400. Looking at the FY22 budget and accounting for all positions budgeted for dental coverage, the estimated FY22 expense for the four orthodontic rider options are as follows:

- \$1,000 benefit = \$17,697
- \$1,250 benefit = \$17,875
- \$1,500 benefit = \$18,044
- \$1,250 benefit = \$17,990 (adults covered)

All of the above options would fall within the FY22 budgeted expense. The first three plans would only provide a benefit to dependents of employees. The last plan would provide a benefit to the employee, their spouse if applicable and children. For reference, the cost of a routine 18-month orthodontic treatment for a child is \$6,500 - \$7,000.

Northeast Delta Dental MONTHLY RATES for VLCT — Group #925

Effective July 1, 2021
to June 30, 2023

Subscriber eligibility note: Coverage begins the first of the month following completion of any waiting period determined by the employer.



Northeast Delta Dental

BENEFIT PLAN #		1	2	3	4	5	7
MONTHLY PREMIUMS	1 Person	\$49.85	\$35.98	\$32.88	\$26.00	\$19.43	\$35.98
	2 Persons	\$93.99	\$67.73	\$61.99	\$48.96	\$36.62	\$67.76
	3 or More Persons	\$168.09	\$119.73	\$111.08	\$98.18	\$74.41	\$120.44
COVERAGE See "Outline of Coverage" (benefit chart)	A*	100%					
	B*	100%	80%		60%		80%
	C* (implants included)	50%		0%		50%	
DEDUCTIBLE	Coverage A	None		N/A		None	
	Coverage B and C per Person per contract year	\$25		\$0		\$50	
	B and C per family per contract year	\$75		\$0		\$150	
MAXIMUM per person per contract year		\$1,500	\$750	\$1,000	\$750	\$2,000	
ORTHODONTIC OPTIONS See table and notes below		By rider only			N/A		By rider only

* **Benefit Plan Note:** Benefit percentages shown are based on the actual charge submitted up to the Maximum Allowable Charge for participating dentists or Delta Dental's allowance for nonparticipating dentists.

FUNDING METHOD

THE EMPLOYER CONTRIBUTES THE FULL COST FOR ALL EMPLOYEES: All eligible employees are covered by this program without payroll deductions.

Employees have the option to cover their dependents; HOWEVER, at least 65% of those employees with eligible dependents, not covered elsewhere, agree to enroll their dependents.

Employees agree to payroll deductions for dependents for the term of the agreement. However, the employer can choose to pay for all or a portion of dependent costs as well if they wish.

ORTHODONTIC RIDER OPTIONS		A	B	C	D
MONTHLY PREMIUMS	1 Person	\$0			\$0.34
	2 Persons	\$0.66	\$0.82	\$0.96	\$1.45
	3 or More Persons	\$7.93	\$9.71	\$11.40	\$10.38
ORTHODONTICS COVERAGE		50%			
LIFETIME MAXIMUM		\$1,000	\$1,250	\$1,500	\$1,250
ADULTS COVERED		No			Yes

Orthodontic Rider Notes:

1. Orthodontic coverage is available as a rider to municipalities using plans 1, 2, 3 or 7 and is **only** available to those with five or more enrolled employees.
2. The orthodontic rider is a monthly rate added to the plan premium.
3. If a municipality elects an orthodontic rider, everyone must take the rider.
4. The lifetime maximum is per patient.



FIRST/SECOND/THIRD CLASS LIQUOR LICENSE AND TOBACCO APPLICATION
(License year is May 1ST through April 30TH of the following year)

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

Doing Business as – Trade Name

Street

Town or City & Zip Code

Telephone Number

Mailing Address (if different from above)

Email address:

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

<input checked="" type="checkbox"/> FIRST CLASS	<input type="checkbox"/> Retail Delivery Permit
<input type="checkbox"/> SECOND CLASS	<input type="checkbox"/> Tobacco Endorsement
<input type="checkbox"/> THIRD CLASS	<input type="checkbox"/> Restaurant
<input type="checkbox"/> TOBACCO	<input type="checkbox"/> Hotel
	<input type="checkbox"/> Club
	<input type="checkbox"/> Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)

TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF

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 N/A

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

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> INDIVIDUAL | <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> CORPORATION |

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

LEGAL NAME	STREET/CITY/STATE
<u>Garin Frost</u>	<u>2353 Prindle Road, Charlotte, VT 05445</u>
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

Date of incorporation _____ Is corporate charter now valid? Yes No

Corporate Federal Identification Number _____

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
Garin Frost	Moriah Town Court/Port Henry, NY	Speeding	7/23/20

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:

Title:

Date:

If you have not attended an Education Seminar prior to making application, please visit 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:

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: _____

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.
N/A per Jennifer Norton-Magnan, DLC as of 7/1/2021. No Health License needed if no food will be served but 1st class can be issued to pour pints.

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 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 in the County of and State of
this day of , 20

Corporations/Clubs: Signature of Authorized Agent

Individuals/Partners: (All partners must sign)



TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the applications and transmit both copies to the Board of Liquor and Lottery for suitable action thereon, before any license may be granted. For the information of the Board of Liquor and Lottery, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

_____ Vermont, _____
 Town/City Date

APPROVED

DISAPPROVED

Please check one: Approved Disapproved
 by the Board of Control Commissioners of the City or Town of _____

Total Membership _____ Members present _____

Attest, _____
 City or Town Clerk

TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DIVISION OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second-class application shall be considered binding except as taken or made at an open public meeting. VSA Title 1 §312.

SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:

**THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB)
 DEPARTMENT OF THE TREASURY
 550 MAIN STREET, CINCINNATI, OH 45202
 (513) 684-2979**

NOTICE: All new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Board of Liquor and Lottery. Please note that this process can take anywhere from 2 weeks to 6 weeks to complete once Liquor Control receives the application.

**Personal Information Form
To Accompany License Applications**

Complete for all Owners, Partners, or Corporate Officers

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: _____

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

05/13/21
02:24 pm

Town of Kinesburg Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/13/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
ADDISON	ADDISON INDEPENDENT	118366	05/11/21	05/11/21	04	HWY MAINTAINER ADVERT		
		440-3000-30.00	SELECTBOARD ADS, NOTICES			93.00	0.00	0.00
AIRGAS	AIRGAS USA LLC	9979137674	05/12/21	05/12/21	04	HWY GASSES		
		440-5100-23.00	GEN HIGHWAY TOOLS/EQUIP			35.27	0.00	0.00
ALDRICH	ALDRICH & ELLIOT PC, INC.	79836	05/11/21	05/11/21	03	WWTF UPGRADE PLANNING		
		330-5489-00.02	WW UPGRADE- ENGINEERING			30,154.98	0.00	0.00
ATT	AT&T MOBILITY	04122021	05/11/21	05/11/21	04	FIRE TRUCK CONNECTIVITY		
		440-4500-77.00	F/R TELEPHONE			1,032.28	0.00	0.00
AUBUCHON	AUBUCHON HARDWARE	SUB#2 4/21	05/11/21	05/11/21	03	WATER SUPPLIES		
		330-5000-22.00	REPAIR & MTCE. SUPPLIES			51.41	0.00	0.00
		SUB#3 4/21	05/11/21	05/11/21	03	SEWER SUPPLIES		
		330-5480-22.00	REPAIR & MTCE. SUPPLIES			65.97	0.00	0.00
		SUB#4 4/21	05/11/21	05/11/21	04	POLICE DEPT MISC		
		440-4151-68.00	POLICE VEHICLE RPR/MTCE			19.98	0.00	0.00
		440-4151-80.68	HPD STATION REPAIRS/MAIN			84.58	0.00	0.00
Invoice SUB#4 4/21 Total						104.56	0.00	0.00
		SUB#6 4/21	05/11/21	05/11/21	04	FIRE STATION MAINT		
		440-4500-69.00	F/R STATION REPAIRS/MAINT			83.09	0.00	0.00
		TOWN 4/21	05/10/21	05/10/21	04	TOWN CHARGES		
		440-5600-80.00	REC FACILITIES MAINT			107.80	0.00	0.00
		440-3710-68.00	BLDG & FACIL REPAIR/MAINT			77.96	0.00	0.00
		440-3710-96.02	EQUIP REPAIR/MAINT			35.71	0.00	0.00
Invoice TOWN 4/21 Total						221.47	0.00	0.00
Total For AUBUCHON HARDWARE						526.50	0.00	0.00
BASIC	BASIC	40-510718	05/13/21	05/13/21	04	COBRA ADMIN		
		440-9705-00.00	HEALTH INSURANCE			30.00	0.00	0.00
CASELLA	CASELLA WASTE MANANGEMENT	3158719	05/11/21	05/11/21	04	OLD CULVERT DISPOSAL		
		601-4500-00.02	CULVERT REPLACEMENTS			2,086.29	0.00	0.00
CONTACT	CONTACT COMMUNICATIONS	JUNE 2021	05/10/21	05/10/21	03	PAGER SERVICE		
		330-5331-77.00	TELEPHONE			41.50	0.00	0.00
ENDYNE	ENDYNE INC	369569	05/11/21	05/11/21	03	TESTING		
		330-5480-60.00	TESTING			20.00	0.00	0.00
		370771	05/13/21	05/13/21	03	WASTEWATER TESTING		
		330-5480-60.00	TESTING			185.00	0.00	0.00

Town of Hinesburg Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/13/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
Total For BNDYNE INC						205.00	0.00	0.00
GIROUX	GIROUX BODY SHOP INC	123917	05/13/21	05/13/21	04	GRADER ROLLER LIFT ARM		
		440-5330-68.03	2008 JOHN DEERE GRADER			143.98	0.00	0.00
GORMAN	GORMAN GROUP LLC	11011670	05/11/21	05/11/21	04	SUMMER DUST CONTROL		
		440-5110-21.05	SMR HGWY DUST CONTROL			6,475.30	0.00	0.00
H&MENERGY	HART & MEAD ENERGY LLC	27869	05/11/21	05/11/21	04	ON ROAD DIESEL		
		440-5330-78.00	HWY VEHICLE FUEL			1,398.36	0.00	0.00
		27968	05/11/21	05/11/21	04	ON ROAD DIESEL HWY		
		440-5330-78.00	HWY VEHICLE FUEL			735.30	0.00	0.00
		28097	05/11/21	05/11/21	04	HWY ON ROAD DIESEL		
		440-5330-78.00	HWY VEHICLE FUEL			753.36	0.00	0.00
		28219	05/11/21	05/11/21	04	HWY ON ROAD DIESEL		
		440-5330-78.00	HWY VEHICLE FUEL			717.24	0.00	0.00
		28339	05/11/21	05/11/21	04	HWY ON ROAD DIESEL		
		440-5330-78.00	HWY VEHICLE FUEL			380.29	0.00	0.00
		28365	05/11/21	05/11/21	04	OLD FIRE STATION KEROSENE		
		440-4500-70.00	F/R UTILITIES			103.97	0.00	0.00
Total For HART & MEAD ENERGY LLC						4,088.52	0.00	0.00
HART&MEAD	HART & MEAD INC	11335	4/21	05/10/21	05/10/21	04	POLICE VEH FUEL	
		440-4151-78.00	POLICE VEHICLE FUEL			249.51	0.00	0.00
HAUN	HAUN WELDING SUPPLY INC	7564419	05/11/21	05/11/21	04	FIRE DEPT OXYGEN		
		440-4500-24.02	F/R OXYGEN REFILLS			91.28	0.00	0.00
HOWARD CT	HOWARD CENTER	219363	05/11/21	05/11/21	04	FY21 QTR#4 APR-JUN 21		
		440-4151-23.03	COMMUNITY OUTREACH			1,787.75	0.00	0.00
KEY CHEVY	KEY CHEVROLET BUICK GMC	430591	05/11/21	05/11/21	04	PLATE#AAAT791		
		440-4151-68.15	17 CHEVY TAHOE CAR#2			1,746.97	0.00	0.00
KINNEY	KINNEY DRUGS INC	APRIL 2021	05/11/21	05/11/21	04	FIRE STATION SUPPLIES		
		440-4500-69.00	F/R STATION REPAIRS/MAINT			36.39	0.00	0.00
KONICA	KONICA MINOLTA PREMIER FI	442673844	05/10/21	05/10/21	04	POLICE STATION COPIER		
		440-5360-68.01	COPIER REPAIRS / MAINT			224.88	0.00	0.00
LANTMANS	LANTMAN'S MARKET	#1013	4/21	05/10/21	05/10/21	04	MISC SUPPLIES	
		440-3000-79.00	SELECTBOARD MISC			6.81	0.00	0.00

Town of Hinesburg Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/13/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discanc. Amount	Discount Amount
MILTONREN MILTON RENTAL & SALES CEN	1-611929		05/13/21	05/13/21	03 WW SUPPLIES			
	330-5480-22.00	REPAIR & MTCE. SUPPLIES				78.59	0.00	0.00
NETS LLC NORTHEAST EMERGENCY TRAIN	713		05/11/21	05/11/21	04 EMT COURSE X 2 MEMBERS			
	440-4500-79.00	F/R PROFESSIONAL DEV				2,000.00	0.00	0.00
QUILL QUILL CORP	16319131		05/10/21	05/10/21	04 CASH RECEIPT BOOKS			
	440-3400-20.00	C/T OFFICE SUPPLIES				97.95	0.00	0.00
SEVENDAYS SEVEN DAYS	211328		05/10/21	05/10/21	04 ACT 250 NOTICE			
	440-3000-30.00	SELECTBOARD ADS, NOTICES				369.72	0.00	0.00
STAPLES STAPLES ADVANTAGE	8062098232		05/10/21	05/10/21	04 OFFICE SUPPLIES			
	440-3710-22.00	BLDG& FAC FURN AND FIXTRS				128.99	0.00	0.00
	440-5360-68.01	COPIER REPAIRS / MAINT				89.97	0.00	0.00
	440-3000-79.00	SELECTBOARD MISC				50.99	0.00	0.00
	440-3200-20.00	TOWN ADMIN OFFICE SUPPLY				32.38	0.00	0.00
Invoice 8062098232 Total						302.33	0.00	0.00
STARKLAW STARK LAW	5/6/21REFUND		05/11/21	05/11/21	04 RECORDING FEES REFUND			
	440-2310-00.00	RECORDING FEES				88.00	0.00	0.00
	440-2310-01.00	REC. RESTORATION FEE				32.00	0.00	0.00
Invoice 5/6/21REFUND Total						120.00	0.00	0.00
TECHGROUP THE TECH GROUP, INC	91661		05/13/21	05/13/21	04 SONICWALL SUBSCRIPTION			
	440-5360-23.00	COMPUTER SOFTWARE				750.00	0.00	0.00
WATER/WW TOWN OF HINESBURG	1701 3/21		05/11/21	05/11/21	04 TOWN HALL			
	440-3710-76.00	BLDG & FACILITIES UTILITI				217.27	0.00	0.00
	1703 3/21		05/11/21	05/11/21	04 POLICE STATION			
	440-4151-80.76	HPD STATION UTILITIES				232.05	0.00	0.00
	1704 3/21		05/11/21	05/11/21	04 FIRE STATION			
	440-4500-70.00	F/R UTILITIES				319.90	0.00	0.00
Total For TOWN OF HINESBURG						769.22	0.00	0.00
=====						=====	=====	=====
WATERPERM TREASURER, STATE OF VERMO	63670		05/11/21	05/11/21	03 VT0005070 JAN-MAR 2021			
	330-5000-72.00	WATER PERMIT FEES				554.55	0.00	0.00
	63938		05/11/21	05/11/21	03 VT0020000 JAN-MAR 2021			
	330-5000-72.00	WATER PERMIT FEES				38.70	0.00	0.00
Total For TREASURER, STATE OF VERMONT						593.25	0.00	0.00
=====						=====	=====	=====

05/13/21
03:00 pm

Town of Hinesburg Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/13/21

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
UNIFIRST UNIFIRST CORPORATION	1080017779		05/13/21	05/13/21	04 HWY UNIFORMS			
	440-5100-76.00	GEN HGWY UNIFORMS				41.14	0.00	0.00
	1080019062		05/12/21	05/12/21	04 HWY UNIFORMS			
	440-5100-76.00	GEN HGWY UNIFORMS				31.60	0.00	0.00
Total For UNIFIRST CORPORATION						72.74	0.00	0.00
VERMONT VERMONT STATE TREASURER	DOGS MAY 21		05/13/21	05/13/21	04 JUL 20-APR 21 DOGS			
	440-2120-02.00	DOG FEES (STATE)				2,523.00	0.00	0.00
** User Request New Check **	MARR MAY 21		05/13/21	05/13/21	04 MARRIAGES JUL 20-MAY 21			
	440-2123-02.00	CIVIL MARRIAGE STATE FEE				1,000.00	0.00	0.00
Total For VERMONT STATE TREASURER						3,523.00	0.00	0.00
Report Grand Total						57,733.01	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
440	24,456.02	0.00
330	31,190.70	0.00
601	2,086.29	0.00
	57,733.01	0.00

For checks For Check Acct 04 (GENERAL FUND) 37972 To 37997 05/13/2021 To 05/13/2021

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ADDISON	ADDISON INDEPENDENT	118366 HWY MAINTAINER ADVERT	93.00	0.00	93.00	37972	05/13/21
AIRGAS	AIRGAS USA LLC	9979137674 HWY GASSES	35.27	0.00	35.27	37973	05/13/21
ATT	AT&T MOBILITY	04122021 FIRE TRUCK CONNECTIVITY	1032.28	0.00	1032.28	37974	05/13/21
AUBUCHON	AUBUCHON HARDWARE	SUB#4 4/21 POLICE DEPT MISC	104.56	0.00	104.56	37975	05/13/21
AUBUCHON	AUBUCHON HARDWARE	SUB#6 4/21 FIRE STATION MAINT	83.09	0.00	83.09	37975	05/13/21
AUBUCHON	AUBUCHON HARDWARE	TOWN 4/21 TOWN CHARGES	221.47	0.00	221.47	37975	05/13/21

					Check Total	409.12	
BASIC	BASIC	40-510718 COBRA ADMIN	30.00	0.00	30.00	37976	05/13/21
CASELLA	CASELLA WASTE MANANGEMENT	3158719 OLD CULVERT DISPOSAL	2086.29	0.00	2086.29	37977	05/13/21
GIROUX	GIROUX BODY SHOP INC	123917 GRADER ROLLER LIFT ARM	143.98	0.00	143.98	37978	05/13/21
GORMAN	GORMAN GROUP LLC	11011670 SUMMER DUST CONTROL	6475.30	0.00	6475.30	37979	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	27869 ON ROAD DIESEL	1398.36	0.00	1398.36	37980	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	27968 ON ROAD DIESEL HWY	735.30	0.00	735.30	37980	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	28097 HWY ON ROAD DIESEL	753.36	0.00	753.36	37980	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	28219 HWY ON ROAD DIESEL	717.24	0.00	717.24	37980	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	28339 HWY ON ROAD DIESEL	380.29	0.00	380.29	37980	05/13/21
H&MENERGY	HART & MEAD ENERGY LLC	28365 OLD FIRE STATION KEROSEN	103.97	0.00	103.97	37980	05/13/21

					Check Total	4088.52	
HART&MEAD	HART & MEAD INC	11335 4/21 POLICE VEH FUEL	249.51	0.00	249.51	37981	05/13/21
HAUN	HAUN WELDING SUPPLY INC	7564419 FIRE DEPT OXYGEN	91.28	0.00	91.28	37982	05/13/21
HOWARD CT	HOWARD CENTER	219363 FY21 QTR#4 APR-JUN 21	1787.75	0.00	1787.75	37983	05/13/21
KEY CHEVY	KEY CHEVYROLET BUICK GMC	430591 PLATE#AAT791	1746.97	0.00	1746.97	37984	05/13/21
KINNEY	KINNEY DRUGS INC	APRIL 2021 FIRE STATION SUPPLIES	36.39	0.00	36.39	37985	05/13/21
KONICA	KONICA MINOLTA PREMIER FINANCE	442673844 POLICE STATION COPIER	224.88	0.00	224.88	37986	05/13/21
LANTMANS	LANTMAN'S MARKET	#1013 4/21 MISC SUPPLIES	6.81	0.00	6.81	37987	05/13/21
NETS LLC	NORTHEAST EMERGENCY TRAINING	713 EMT COURSE X 2 MEMBERS	2000.00	0.00	2000.00	37988	05/13/21
QUILL	QUILL CORP	16319131 CASH RECEIPT BOOKS	97.95	0.00	97.95	37989	05/13/21
SEVENDAYS	SEVEN DAYS	211328 ACT 250 NOTICE	369.72	0.00	369.72	37990	05/13/21
STAPLES	STAPLES ADVANTAGE	8062098232 OFFICE SUPPLIES	302.33	0.00	302.33	37991	05/13/21

05/13/21
03:47 pm

Town of Hinesburg Accounts Payable
Check Warrant Report # 43026 Current Prior Next FY Invoices
For checks For Check Acct 04(GENERAL FUND) 37972 To 37997 05/13/2021 To 05/13/2021

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
STARKLAW STARK LAW	5/6/21	REFUND RECORDING FEES REFUND	120.00	0.00	120.00	37992	05/13/21
TECHGROUP THE TECH GROUP, INC	91661	SONICWALL SUBSCRIPTION	750.00	0.00	750.00	37993	05/13/21
WATER/WW TOWN OF HINESBURG	1701 3/21	TOWN HALL	217.27	0.00	217.27	37994	05/13/21
WATER/WW TOWN OF HINESBURG	1703 3/21	POLICE STATION	232.05	0.00	232.05	37994	05/13/21
WATER/WW TOWN OF HINESBURG	1704 3/21	FIRE STATION	319.90	0.00	319.90	37994	05/13/21
					Check Total		769.22
UNIFIRST UNIFIRST CORPORATION	1080017779	HWY UNIFORMS	41.14	0.00	41.14	37995	05/13/21
UNIFIRST UNIFIRST CORPORATION	1080019062	HWY UNIFORMS	31.60	0.00	31.60	37995	05/13/21
					Check Total		72.74
VERMONT VERMONT STATE TREASURER	DOGS MAY 21	JUL 20-APR 21 DOGS	2523.00	0.00	2523.00	37996	05/13/21
VERMONT VERMONT STATE TREASURER	MARR MAY 21	MARRIAGES JUL 20-MAY 21	1000.00	0.00	1000.00	37997	05/13/21
Report Total			26,542.31	0.00	26,542.31		

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****26,542.31
Let this be your order for the payments of these amounts.

05/13/21
03:46 pm

Town of Hinesburg Accounts Payable
 Check Warrant Report # 43025 Current Prior Next FY Invoices
 For checks For Check Acct 03 (SEWER & WATER) 13623 To 13628 05/13/21 To 05/13/21

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ALDRICH	ALDRICH & ELLIOT PC, INC.	79836	WWTF UPGRADE PLANNING	30154.98	0.00	30154.98	13623 05/13/21
AUBUCHON	AUBUCHON HARDWARE	SUB#2 4/21	WATER SUPPLIES	51.41	0.00	51.41	13624 05/13/21
AUBUCHON	AUBUCHON HARDWARE	SUB#3 4/21	SEWER SUPPLIES	65.97	0.00	65.97	13624 05/13/21

					Check Total	117.38	
CONTACT	CONTACT COMMUNICATIONS	JUNE 2021	PAGER SERVICE	41.50	0.00	41.50	13625 05/13/21
ENDYNE	ENDYNE INC	369569	TESTING	20.00	0.00	20.00	13626 05/13/21
ENDYNE	ENDYNE INC	370771	WASTEWATER TESTING	185.00	0.00	185.00	13626 05/13/21

					Check Total	205.00	
MILTONREN	MILTON RENTAL & SALES CKNTER I	1-611929	WW SUPPLIES	78.59	0.00	78.59	13627 05/13/21
WATERPERM	TREASURER, STATE OF VERMONT	63670	VT0005070 JAN-MAR 2021	554.55	0.00	554.55	13628 05/13/21
WATERPERM	TREASURER, STATE OF VERMONT	63938	VT0020000 JAN-MAR 2021	38.70	0.00	38.70	13628 05/13/21

					Check Total	593.25	

Report Total					31,190.70	0.00	31,190.70

To the Treasurer of Hinesburg, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ****31,190.70
 Let this be your order for the payments of these amounts.

Town of Hinesburg Payroll
Check Warrant Report #15442
Check date 05/13/21 to 05/13/21

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
ALEXANDER, JOHN C., JR	1405.88	0.00	0.00	137.83	87.16	20.39	41.75	0.00	0.00	212.04	0.00	906.71	E 14293
ANTHONY, MICHAEL W.	1542.84	0.00	0.00	189.38	95.66	22.37	67.77	0.00	0.00	82.93	0.00	1084.73	E 14294
BAILEY, ERIK B.	1546.80	0.00	0.00	171.31	95.90	22.43	51.18	0.00	0.00	288.70	0.00	917.28	E 14295
BRYAN, FRANK M.	1081.10	0.00	0.00	108.39	67.03	15.68	32.31	0.00	0.00	76.22	0.00	781.47	E 14296
BUDD, LENORE F.	284.55	0.00	0.00	21.20	17.64	4.13	7.49	0.00	0.00	0.00	0.00	234.09	E 14297
CAMBRIDGE, ANTHONY S.	1448.40	0.00	0.00	75.04	89.80	21.00	25.60	0.00	0.00	128.73	0.00	1104.23	E 14298
CASCO, CALEB M.	1342.00	0.00	0.00	104.58	83.20	19.46	33.05	0.00	0.00	208.34	0.00	893.37	E 14299
COONRADT, AMY A.	80.00	0.00	0.00	0.00	4.96	1.16	0.00	0.00	0.00	0.00	0.00	73.88	E 14300
CYPES, MITCHEL S.	1144.16	0.00	0.00	94.11	70.94	16.59	30.13	0.00	0.00	61.50	0.00	870.89	E 14301
GIROUX, TOM	129.78	0.00	0.00	0.00	8.05	1.88	0.00	0.00	0.00	0.00	0.00	119.85	E 14303
DUBIN GROSSMAN, JOY	1701.76	0.00	179.00	147.50	105.51	24.68	45.86	0.00	0.00	91.47	0.00	1465.74	E 14302
HULSHOF, JEREMY B.	1052.44	0.00	0.00	73.77	65.25	15.26	24.39	0.00	0.00	107.45	0.00	766.32	E 14304
JANDA, ANN	180.00	0.00	0.00	0.00	11.16	2.61	0.00	0.00	0.00	0.00	0.00	166.23	E 14305
JARVIS, JAMES L.	451.50	0.00	0.00	0.00	27.99	6.55	8.99	0.00	0.00	0.00	0.00	407.97	E 14306
LINDEMUTH, BRETT A.	1075.60	0.00	0.00	89.35	66.69	15.60	27.96	0.00	0.00	108.69	0.00	767.31	E 14307
MCCUIN, JENNIFER	683.70	0.00	0.00	31.63	42.39	9.91	12.32	0.00	0.00	132.75	0.00	454.70	E 14308
MUSUMECI, DOMINIC	1081.20	0.00	0.00	126.61	67.03	15.68	37.90	0.00	0.00	95.43	0.00	738.55	E 14309
ODIT, TODD R.	2307.76	0.00	0.00	245.71	143.08	33.46	109.29	0.00	0.00	124.04	0.00	1652.18	E 14310
ROBERTS, HEATHER J.	920.00	0.00	0.00	38.89	57.04	13.34	23.03	0.00	0.00	100.33	0.00	687.37	E 14311
ROSS, MELISSA B.	1417.21	0.00	11.50	236.56	87.87	20.55	73.89	0.00	0.00	94.29	0.00	915.55	E 14312
SHERMAN, BART	997.60	0.00	0.00	91.01	61.85	14.47	27.09	0.00	0.00	90.94	0.00	712.24	E 14313
SMITH, FRANCIS T.	896.16	0.00	0.00	88.82	55.56	12.99	26.36	0.00	0.00	48.17	0.00	664.26	E 14314
SPADACCINI, VALERIE	194.00	0.00	0.00	25.00	12.03	2.81	5.00	0.00	0.00	0.00	0.00	149.16	E 14315
WAGER, WILLIAM H.	190.48	0.00	0.00	0.00	11.81	2.76	0.00	0.00	0.00	0.00	0.00	175.91	E 14316
WEINHAGEN, ALEXANDER C.	1405.60	0.00	0.00	172.14	87.15	20.38	51.56	0.00	0.00	210.50	0.00	863.87	E 14317
	24560.52	0.00	190.50	2272.83	1522.75	356.14	762.92	0.00	0.00	2262.52	0.00	17573.86	

05/13/21
01:15 pm

Town of Hinesburg Payroll
Check Warrant Report #15442
Check date 05/13/21 to 05/13/21

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gross

Employee

Gross	Fringes Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
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To the Treasurer of Hinesburg

SELECT BOARD

we hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
here are good and sufficient vouchers supporting the
payments

aggregating \$ **17,573.86

Let this be your order for the payments of these amounts.