

District 8  
Certcode 0613-0

**CERTIFICATE OF HIGHWAY MILEAGE  
YEAR ENDING FEBRUARY 10, 2023**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2023 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of SAINT ALBANS TOWN in FRANKLIN County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

**PART I - CHANGES TOTALS - Please fill in and calculate totals.**

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000			-	0.000
Class 2	20.570	<del>.609</del> <sup>0.006</sup>	<del>.042</del> <sup>0.000</sup>	<del>.567</del> <sup>20.576</sup>	0.000
Class 3	33.52	0.64		34.16	0.000
State Highway	27.033		0.042	26.991	0.000
<b>Total</b>	<b>81.123</b>	<del>.609</del> <sup>0.646</sup>	<del>.042</del> <sup>0.042</sup>	<del>.567</del> <sup>81.727</sup>	<b>0.000</b>
* Class 1 Lane	0.000			-	
* Class 4	1.27			1.27	0.000
* Legal Trail	0.00			-	

\* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

**PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.**

Adjustments to new CL3 mileages and recalculation of mileage totals by K.Alley (VTrans) on 3/27/2023

1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".

Ridgeview Avenue = ~~.21~~ <sup>0.25 mi including loop</sup> miles  
Affaire Drive = ~~.393~~ <sup>0.39 mi rounded to nearest 0.01 mi</sup>

2. DISCONTINUED: Please attach SIGNED copy of proceedings (minutes of meeting).

N/A

3. RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings (minutes of meeting).

Mileage adjustments due to improved boundary geometry and remeasurement:  
-0.042 mi Saint Albans State Highway  
+0.006 mi CL2 TH-10 (Fairfax St)

4. SCENIC HIGHWAYS: Please attach a copy of order designating/discontinuing Scenic Highways.

N/A

IF THERE ARE NO CHANGES IN MILEAGE: Place an X in the box and sign below.

**PART III - SIGNATURES - PLEASE SIGN.**

Signatures of Selectmen/ Aldermen/ Trustees:

Signature of T/C/V Clerk: *Anna Bourdon* Date Filed: 2/7/2023

Please sign ORIGINAL and return it for Transportation signature.

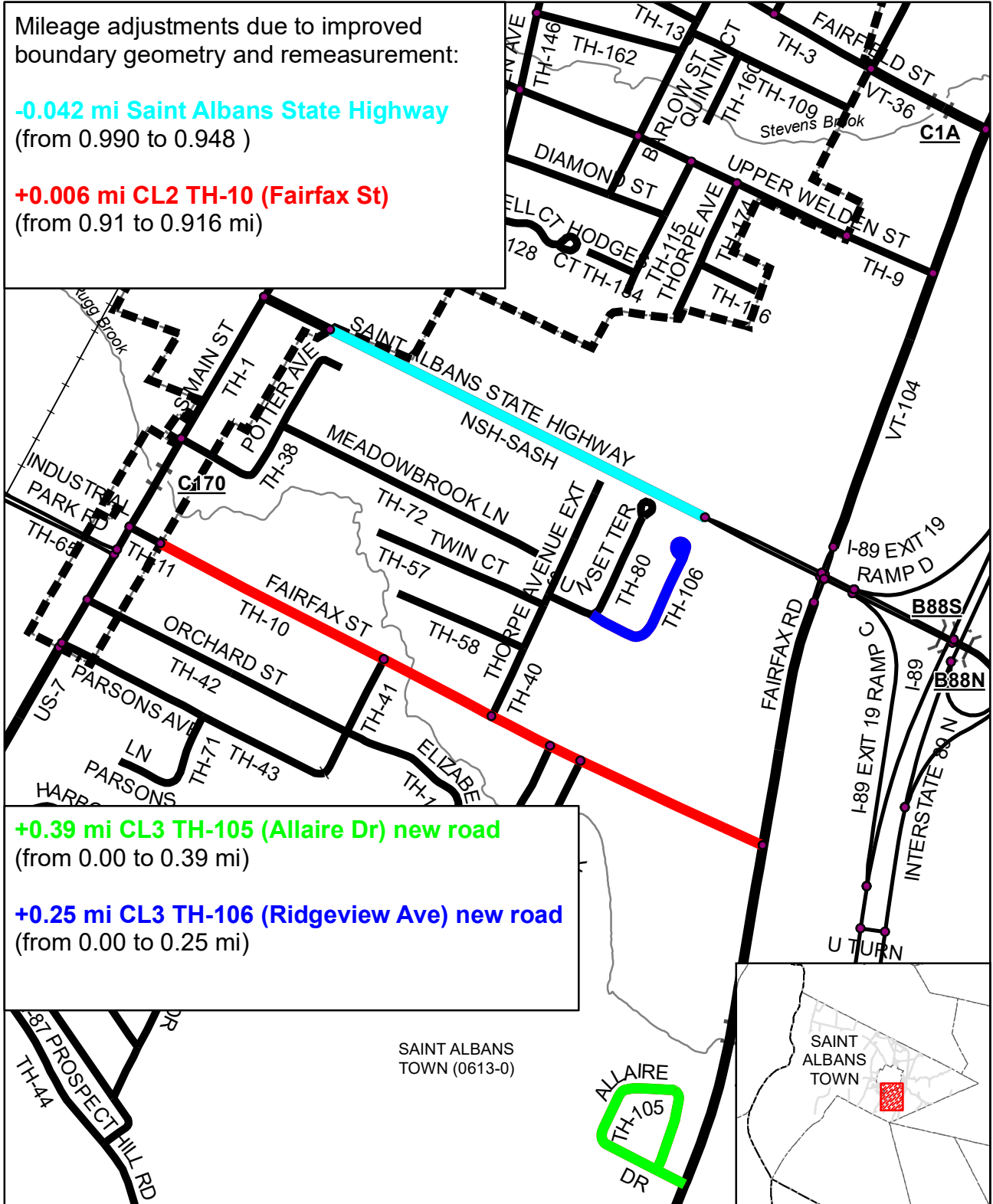
AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED:

Johnathan Croft  
881F350F309C4C9  
Representative, Agency of Transportation

DATE: 5/8/2023

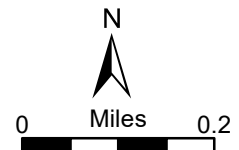
DS  
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**Mileage Certificate Changes 2023**  
**SAINT ALBANS**

Mapping Section  
 Division of Policy and Planning  
 Vermont Agency of Transportation -- May 8, 2023

(CTUA:0613-0)  
 (CERTCODE:0613-0)



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**EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS THAT, **Sunset Terrace Phase III Homeowners Association, Inc.**, a Vermont non-profit corporation of St. Albans, in the County of Franklin and State of Vermont, GRANTOR, in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by the **Town of St. Albans**, a Vermont municipality, of St. Albans, in the County of Franklin and State of Vermont, GRANTEE, by these presents, does freely give, grant, bargain and convey unto the said Grantee, **Town of St. Albans**, and its successors and assigns forever, a stormwater easement on portions of the lands situated in the Town of St. Albans, in the County of Franklin and State of Vermont, and described as follows:

The stormwater easement areas are more particularly shown and depicted on a plan entitled "Map of Subdivision, Phase III Sunset Terrace Development, Town of St. Albans, Vermont" prepared by Cross Consulting Engineers, P.C. Project #98081, dated April 5, 1999 and recorded at Map Slide #255 of the Town of St. Albans Land Records.

Being easements and rights of way for the benefit of the Town of St. Albans for access and for the installation, construction, maintenance, repair and replacement of components of a stormwater system, all as more particularly shown on the above-referenced plan.

Reference is made to the "Sunset Terrace Development Phase Three Declaration of Covenants, Restrictions and Conditions," dated March 25, 2005, and recorded in Volume 198, Page 96 of the Town of St. Albans Land Records

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, unto said Grantee, **Town of St. Albans**, and its successors and assigns, to Grantee's own use and behoof forever; and the said Grantor, **Sunset Terrace Phase III Homeowners Association, Inc.**, for itself and its successors and assigns, does covenant with the said Grantee, **Anna's Court Homeowners Association, Inc.**, and its successors and assigns, that until the ensealing of these presents she is well seized of the premises, as a good indefeasible estate in fee simple, and has good

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right to grant and convey the said permanent and temporary rights and easements in manner and form as above written, and that the land described is free from every encumbrance that would interfere with the permanent and temporary rights conveyed herein.

AND FURTHERMORE, the said Grantor, **Sunset Terrace Phase III Homeowners Association, Inc.**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above permanent and easements rights to the said Grantee, **Town of St. Albans**, and its successors and assigns, against all claims and demands whatsoever.

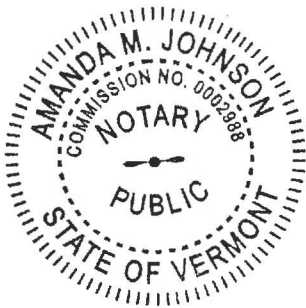
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and acknowledged this 8<sup>th</sup> day of NOVEMBER, 2022.

**Sunset Terrace Phase III Homeowners Association, Inc.**

By: Francis P. Colomo  
Its Duly Authorized Agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At St. Albans Town in said County and State, this 8<sup>th</sup> day of NOVEMBER, 2022, personally appeared Frank Colomo, duly authorized agent of **Sunset Terrace Phase III Homeowners Association, Inc.**, and he/she acknowledged this instrument.



Before me, A. Johnson  
Notary Public  
My Commission Expires: 1/31/2023

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD / DISCHARGE  
at November 10 o'clock 10 minutes 10 A.D. 2022  
and recorded in Book 386 Pages 278-279  
Attest: R. B. [Signature] Asst. Town Clerk

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WARRANTY DEED

**KNOW ALL PERSONS BY THESE PRESENTS**, That **Sunset Terrace Phase III Homeowners Association, Inc.**, a Vermont non-profit corporation of St. Albans, in the County of Franklin and State of Vermont, GRANTOR (whether singular or otherwise, hereinafter referred to as "Grantor"), in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by **Town of St. Albans**, a Vermont municipality, of St. Albans, in the County of Franklin and State of Vermont, GRANTEE (whether singular or otherwise, hereinafter referred to as "Grantee"), by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **Town of St. Albans**, and Grantee's heirs and assigns forever, a certain piece of land in the Town of St. Albans, in the County of Franklin and State of Vermont, described as follows, viz:

Being all of that roadway known as "Ridgeview Avenue" located in the planned unit development known as Phase III Sunset Terrace Development and being more particularly depicted on a plan entitled "Map of Subdivision, Phase III Sunset Terrace Development, Town of St. Albans, Vermont" prepared by Cross Consulting Engineers, P.C> Project #98081, dated April 5, 1999 and recorded at Map Slide #255 of the Town of St. Albans Land Records.

Reference is hereby made to the above-mentioned deeds, the records thereof and to the deeds and records therein contained, all in further aid of this description.

**TO HAVE AND TO HOLD** all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Town of St. Albans**, and Grantee's successors and assigns, to Grantee's own use and behoof forever;

And the said Grantor, **Sunset Terrace Phase III Homeowners Association, Inc.**, for Grantor and Grantor's heirs, executors and administrators, does covenant with the said Grantee, and Grantee's heirs and assigns, that until the enscaling of these presents Grantor is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and except for all utility easements as may appear of record, provided that such exception shall not reinstate any such utility easements previously

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extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7; and Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and acknowledged this 8<sup>th</sup> day of November, 2022.

Sunset Terrace Phase III Homeowners Association, Inc.,

By: Francis J. Colan  
Duly Authorized Agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS

At St. Albans Town, Vermont, this 8<sup>th</sup> day of November, 2022 ~~19~~  
Frank Colan, duly authorized agent of **Sunset Terrace Phase III Homeowners Association, Inc.**, personally appeared and acknowledged this instrument.



Before me, A. Johnson  
Notary Public  
My commission expires: 2/10/2019 ~~19~~  
11/31/2023

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD / DISCHARGE  
November 10, 2022  
at 3 o'clock 10 minutes A.D. 2022  
and recorded in Book 386 Pages 280-281  
Attest: [Signature] Asst. Town Clerk

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STORMWATER SYSTEM MS4 PERMIT COVERAGE AGREEMENT

This Stormwater System MS4 Permit Coverage Agreement, effective this 8 day of November, 2022, (the "Agreement") is by and between **SUNSET TERRACE PHASE III HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as "the Association," and the **TOWN OF ST. ALBANS**, a Vermont municipality in the County of Franklin and State of Vermont, hereinafter referred to as "Town".

**WITNESSETH:**

**WHEREAS** the ASSOCIATION is a neighborhood which includes the owners of single-family houses in the Sunset Terrace Phase 3 subdivision, which is located southerly of the St. Albans State Highway and easterly of Sunset Terrace, along Ridgeview Avenue in the Town of St. Albans, County of Franklin and State of Vermont; and

**WHEREAS**, the Vermont Agency of Natural Resources (the "Agency" herein) issued Discharge Permit No. 1-1442 and 3108-9050 (the "Permit" herein) to the ASSOCIATION, authorizing a discharge of stormwater runoff from the impervious surfaces of the Property to Rugg Brook, which Permit required construction and maintenance of certain improvements within the Property to manage the discharge of stormwater; and

**WHEREAS**, the 1-1442 Permit expired on or about September 30, 2005; and the 3108-9050 Permit shall expire on January 19, 2027.

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**WHEREAS**, the ASSOCIATION does not desire to apply for and renew the Permit from the Agency and instead seeks to obtain State stormwater permit coverage from the Town; and

**WHEREAS**, the Town adopted an ordinance entitled, “Town of St. Albans Stormwater Utility Ordinance,” dated September 21, 2020, as amended, (the “Ordinance” herein), which regulates the discharge of stormwater in the Town and establishes the Town’s regulations for the acquisition of stormwater systems in the Town; and

**WHEREAS**, the Town is willing to accept responsibility for providing permit coverage and maintaining stormwater systems for properties in the Town that discharge into stormwater impaired waterways pursuant to the Town’s General Permit for Small Municipal Separate Storm Sewer Systems No. 7073-9014.ARA (the “MS4 Permit”), provided the ASSOCIATION complies with the Ordinance, as amended; and

**WHEREAS**, if the Town accepts responsibility for covering the ASSOCIATION discharge from the Stormwater System under the MS4 Permit, it is willing to accept such responsibility subject to certain terms and conditions; and

**WHEREAS**, the ASSOCIATION desires to have the Town assume responsibility for covering the ASSOCIATION discharge from the Stormwater System under the MS4 Permit.



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**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the ASSOCIATION, acting by and through its duly authorized agent, and the Town, acting through its Town Selectboard, covenant and agree as follows:

1. The ASSOCIATION hereby appoints the Town to take any and all actions which the Town, in the reasonable exercise of its discretion, deems as appropriate to construct, operate, maintain, repair, replace, improve and upgrade the ASSOCIATION Stormwater System in accordance with the MS4 Permit.
2. The Town hereby accepts said appointment.
3. Once constructed and accepted, the Town will operate and perform Routine Maintenance (as that term is defined in the Stormwater System Maintenance Agreement between the parties), to the ASSOCIATION Stormwater System, and will perform any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit.
4. The Town agrees that for a period of twenty (20) years from the date of this Agreement, the Town will not seek to recover from the ASSOCIATION any costs incurred by the Town for operating and performing Routine Maintenance to the Stormwater System or for performing any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit, other than the fee

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generally assessed to owners of property with impervious surfaces in the Town or as otherwise set forth in the Ordinance, except in the following circumstances:

- A. The Agency's issuance and/or renewal of the MS4 Permit for the Stormwater System and other similar systems in the Town requires a capital improvement, installation or upgrade of the Stormwater System, including but not limited to, changes to requirements for stormwater discharges, that does not result from the Town's improvement, upgrade or expansion of the Stormwater System to treat additional stormwater;
  - B. In the event of a need to remedy damage caused by the ASSOCIATION or its tenants and their invitees; or
  - C. In a catastrophic event or failure that requires extraordinary repair and reconstruction measures unique to the Stormwater System.
5. The ASSOCIATION shall pay any such assessment or surcharge imposed pursuant to Paragraphs 4(A)-(C), above, within thirty (30) days of the Town's delivery to the ASSOCIATION of an invoice for such assessment or surcharge. If the ASSOCIATION fails to pay said invoice in full within thirty (30) days, any unpaid assessments or surcharges shall be collectable pursuant to the Ordinance September 21, 2020, as amended.
  6. In the event that any adjoining property owner desires to utilize or expand the Stormwater System onto their property, the ASSOCIATION will not

object to or otherwise oppose such utilization or expansion of the Stormwater System, provided that: (a) such utilization does not substantially impact the ASSOCIATION existing or intended use of the Property; and (b) does not result in the ASSOCIATION being out of compliance with any state or local permits issued for the Property; and (c) no additional easement(s) burdening the Property is required from the ASSOCIATION.

7. By its provision of coverage for the Stormwater System under the MS4 Permit, the Town expressly disavows responsibility for, and the ASSOCIATION agrees that the ASSOCIATION will be solely responsible for, the installation, maintenance, operation, repair and replacement of the following and all costs and fees related thereto, all as shown on the Plan:
  - A. Any vegetation, paving or landscaping located outside the Easement;
  - B. Building and recreation-related structures, retaining walls or other structures (excluding the Stormwater System), such as pools, fences, mailboxes, decks or stairs, that may be affected by the Town's use of the Easement; and
  - C. The stormwater components on the ASSOCIATION property that are outside of the Easement, including but not limited to ditches or swales, roof, floor, foundation, footing and yard drainage pipes, to the point where said pipes and appurtenances either connect

to the catch basins within either the Easement or the Town's road rights-of-way (collectively, the "the ASSOCIATION Stormwater Improvements").

8. This Agreement shall be held in escrow until such time as the Agency formally transfers responsibility for permit coverage of the Stormwater System to the Town, at which time, the Town shall record this Agreement in the Town of St. Albans Land Records.
9. The Town and the ASSOCIATION shall reasonably cooperate to ensure compliance with the MS4 Permit. In the event the Stormwater System does not comply with any new or amended MS4 Permit requirements and the ASSOCIATION will not allow the Town to take such actions it deems necessary to comply with the MS4 Permit, as determined in its sole discretion, the Town may provide sixty (60) days' advanced written notice by certified mail to the ASSOCIATION of its intent to terminate this Agreement. If said sixty (60) day period passes without a cure of the Stormwater System's noncompliance with the MS4 Permit, the Town may terminate this Agreement by mailing a written notice of termination to the ASSOCIATION and recording a copy thereof in the Town of St. Albans Land Records.
10. Notwithstanding Paragraph 9, above, this Agreement may terminate on or after the twentieth (20<sup>th</sup>) anniversary of the date hereof. Thereafter, the obligations of the Town and the ASSOCIATION regarding the Stormwater

System shall be those imposed by law. In the event of such termination, and unless otherwise required by law, the Town shall forthwith reconvey the Stormwater System and the Easement to the ASSOCIATION and take the action necessary to transfer the Permit to the ASSOCIATION. Upon transfer of the Permit to the ASSOCIATION, the Town shall pay its pro-rata share of the Permit's annual operating fee, based on the respective impervious surface area owned by the Town and the ASSOCIATION, if the Agency does not waive and assesses said operating fee.

11. This Agreement shall be recorded in the Town of St. Albans Land Records.
12. This Agreement may only be amended by written agreement of the parties.
13. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
14. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.

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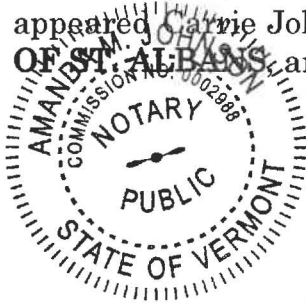
DATED this 8 day of November, 2022.

TOWN OF ST. ALBANS

By: Carrie Johnson  
Carrie Johnson, Town Manager  
And Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At St. Albans, Vermont, this 8<sup>th</sup> day of November, 2022, personally appeared Carrie Johnson, Town Manager and Duly Authorized Agent of the **TOWN OF ST. ALBANS**, and she acknowledged this instrument.



Before me,

A. Johnson  
Notary Public  
My commission expires: 1/31/2023

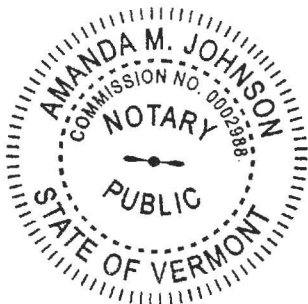
DATED this 8<sup>th</sup> day of November, 2022.

SUNSET TERRACE PHASE III  
HOMEOWNERS ASSOCIATION,  
INC.

By: Francis A. Calvo  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At St. Albans Town, Vermont, this 8<sup>th</sup> day of November, 2022, personally appeared Frank Calvo, Duly Authorized Agent of **SUNSET TERRACE PHASE III HOMEOWNERS ASSOCIATION, INC.**, and he/she acknowledged this instrument.



Before me,

A. Johnson  
Notary Public  
My commission expires: 1/31/2023

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD / DISCHARGE  
November 10 A.D. 2022  
at 3 o'clock 00 minutes P M  
and recorded in Book 386 Pages 282-289  
Attest: [Signature] Asst. Town Clerk

**WARRANTY DEED 387 550**

**KNOW ALL PERSONS BY THESE PRESENTS, That Pine View Estates**

**Homeowner's Association, Inc.** a Vermont non-profit corporation, GRANTOR (whether singular or otherwise, hereinafter referred to as "Grantor"), in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by **Town of St. Albans**, a Vermont municipality, of St. Albans, in the County of Franklin and State of Vermont, GRANTEE (whether singular or otherwise, hereinafter referred to as "Grantee"), by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **Town of St. Albans**, and Grantee's heirs and assigns forever, a certain piece of land in the Town of St. Albans, in the County of Franklin and State of Vermont, described as follows, viz:

Being a portion of the lands and premises conveyed to Pine View Estates Homeowner's Association Inc. Quit Claim Deed of Pine View Development, LLC dated December 14, 2022, of record at Volume ~~387~~ Page ~~102~~ of the Town of St. Albans Land Records.

Being a 60' wide right of way known as "Allaire Drive", as depicted on and plan entitled, "Subdivision Plat, Pine View Estates', Route 104, St. Albans, Vermont", prepared by Button Professional Land Surveyors, PC, dated 5/04/2004, recorded on Map Slides 370-371 of the Town of St. Albans Land Records (hereinafter the "Plat").

The herein conveyed roadway is conveyed with the appurtenant interests set forth in, and is subject to, and has the benefit of the terms and conditions of the Declaration of Pine View Estates Planned Community dated July 12, 2004, and recorded in Volume 170, pages 427-440 of the Town of St. Albans Land Records, as amended by First Amendment dated November 23, 2005, of record at Volume 190, Page 480 of the Town of St. Albans Land Records, and by Second Amendment dated September 25, 2006, of record at Volume 201, Page 192 of the Town of St. Albans Land Records, and as may be further amended from time to time (hereinafter the "Declaration").

Said lands and premises are subject to the terms and conditions of the following: (1) Declaration of Pine View Estates Planned Community dated July 12, 2004, and recorded in Volume 170, Pages 427-440 of the Town of St. Albans Land Records, as amended; (2) State Land Use Permit #6F0562, as amended; (3) State Wastewater Permit #WW-6-0769, as amended; (4) State Discharge Permit #1-1563 dated May 10, 2003; (5) Town of St. Albans Final Plat Approval dated September 12, 2002, as modified by the "Stipulated Judgment Order" of the Vermont Environmental Court, Docket No. 233-10-02 Vtec, entered January 28, 2003.

Grantor and Grantee acknowledge and agree that Grantor shall remain solely responsible for the maintenance, repair, replacement and snow removal of the sidewalks within the Pine View Estates Planned Community, whether or not the sidewalks are located within the 60' right of way conveyed herein.

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Reference is hereby made to the above-mentioned deeds, the records thereof and to the deeds and records therein contained, all in further aid of this description.

**TO HAVE AND TO HOLD** all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Town of St. Albans**, and Grantee's successors and assigns, to Grantee's own use and behoof forever;

And the said Grantor, **Pine View Estates Homeowner's Association, Inc.**, for Grantor and Grantor's heirs, executors and administrators, does covenant with the said Grantee, and Grantee's heirs and assigns, that until the ensealing of these presents Grantor is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and except for all utility easements as may appear of record, provided that such exception shall not reinstate any such utility easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7; and Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed and acknowledged this 20<sup>th</sup> day of January, 2023.

**Pine View Estates Homeowner's Association, Inc.**

By: Anna Roberts  
Duly Authorized Agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS

At St. Albans, Vermont, this 20<sup>th</sup> day of January, 2023,  
Anna Roberts, duly authorized agent of **Pine View Estates Homeowner's Association, Inc.**, personally appeared and acknowledged this instrument

Before me, [Signature] 157.0014892  
Notary Public

My commission expires: 1/31/2023  
1/31/2020

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD/DISCHARGE  
January 23 A.D. 2023  
at 10 o'clock 10 minutes 10 A.M.  
and recorded in Book 387 Pages 50-51  
Attest: [Signature] Asst. Town Clerk



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**EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS THAT, **Pine View Estates Homeowner's Association, Inc.**, a Vermont non-profit corporation, GRANTOR, in the consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by the **Town of St. Albans**, a Vermont municipality, of St. Albans, in the County of Franklin and State of Vermont, GRANTEE, by these presents, does freely give, grant, bargain and convey unto the said Grantee, **Town of St. Albans**, and its successors and assigns forever, stormwater easements on portions of the lands situated in the Town of St. Albans, in the County of Franklin and State of Vermont, and described as follows:

Being easements and rights of way for the benefit of the Town of St. Albans for access and for the installation, construction, maintenance, repair and replacement of components of a stormwater system on Common Lots A, B, all as more particularly shown and depicted on a plan entitled "Easement Plan, Pine View Estates, VT Route 104 Town of St. Albans, Vermont" prepared by Mumley Engineering, Inc. dated September 14, 2022 and to be and recorded in the Town of St. Albans Land Records.

Being a portion of the lands and premises conveyed to Pine View Estates Homeowner's Association Inc. Quit Claim Deed of Pine View Development, LLC dated December 14, 2022, of record at Volume ~~387~~ Page ~~102~~ of the Town of St. Albans Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, unto said Grantee, **Town of St. Albans**, and its successors and assigns, to Grantee's own use and behoof forever; and the said Grantor, **Pine View Estates Homeowner's Association, Inc.**, for itself and its successors and assigns, does covenant with the said Grantee, **Town of St. Albans**, and its successors and assigns, that until the ensealing of these presents she is well seized of the premises, as a good indefeasible estate in fee simple, and has good right to grant and convey the said permanent and temporary rights and easements in manner and form as above written, and that the land described

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is free from every encumbrance that would interfere with the permanent and temporary rights conveyed herein.

AND FURTHERMORE, the said Grantor, **Pine View Estates Homeowner's Association, Inc.**, does by these presents bind itself and its successors and assigns, forever, to WARRANT and DEFEND the above permanent and easements rights to the said Grantee, **Town of St. Albans**, and its successors and assigns, against all claims and demands whatsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and acknowledged this 20<sup>th</sup> day of January, 2023.

**Pine View Estates Homeowner's Association, Inc.**

By: Anna Roberts  
Its Duly Authorized Agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At St. Albans in said County and State, this 20<sup>th</sup> day of January, 2023, personally appeared Anna Roberts, duly authorized agent of **Pine View Estates Homeowner's Association, Inc.**, and acknowledged this instrument.

Before me, Megan A. Leclerc 157.0014892  
Notary Public  
My Commission Expires: 1/31/2025

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD / DISCHARGE  
January 23 A.D. 2023  
at 10 o'clock 00 minutes A M  
and recorded in Book 381 Pages 552-553  
Attest: [Signature] Asst. Town Clerk

387 554

STORMWATER SYSTEM MS4 PERMIT COVERAGE AGREEMENT

This Stormwater System MS4 Permit Coverage Agreement, effective this 18 day of January, 2023 (the "Agreement") is by and between **PINE VIEW ESTATES HOMEOWNERS' ASSOCIATION, INC**, hereinafter collectively referred to as "PINE VIEW," and the **TOWN OF ST. ALBANS**, a Vermont municipality in the County of Franklin and State of Vermont, hereinafter referred to as "Town".

**WITNESSETH:**

**WHEREAS**, PINE VIEW consists of the residential properties located along Allaire Drive and Marie Lane. PINE VIEW is composed of approximately forty-one and fifty-five hundredths of an acre of land (41.55 A±), located westerly of Fairfax Road and southerly of Fairfax Street in the Town (the "Property" herein); and

**WHEREAS**, the Vermont Agency of Natural Resources (the "Agency" herein) issued Discharge Permit No. 8444-9050 which replaced Discharge Permit No. 1-1563 (the "Permit" herein) to PINE VIEW, authorizing a discharge of stormwater runoff from three and ninety-five hundredth acres (3.95 acres) of impervious surfaces of the Property to Rugg Brook, which Permit required construction and maintenance of certain improvements within the Property to manage the discharge of stormwater; and

**WHEREAS**, the Permit will expire on or about April 6, 2027; and

**WHEREAS**, PINE VIEW does not desire to apply for and renew the Permit from the Agency and instead seeks to obtain State stormwater permit coverage from the Town; and

## 387 555

**WHEREAS**, the Town adopted an ordinance entitled, “Town of St. Albans Stormwater Utility Ordinance,” dated September 21, 2020, (the “Ordinance” herein), which regulates the discharge of stormwater in the Town and establishes the Town’s regulations for the acquisition of stormwater systems in the Town; and

**WHEREAS**, the Town is willing to accept responsibility for providing permit coverage and maintaining stormwater systems for properties in the Town that discharge into stormwater impaired waterways pursuant to the Town’s General Permit for Small Municipal Separate Storm Sewer Systems No. 7073-9014.ARA (the “MS4 Permit”), provided PINE VIEW complies with the Ordinance, as amended, and provided further that PINE VIEW has formed a Homeowners’ Association and

**WHEREAS**, if the Town accepts responsibility for covering PINE VIEW discharge from the Stormwater System under the MS4 Permit, it is willing to accept such responsibility subject to certain terms and conditions; and

**WHEREAS**, PINE VIEW desires to have the Town assume responsibility for covering PINE VIEW discharge from the Stormwater System under the MS4 Permit.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, PINE VIEW, acting by and through its duly authorized agent, and the Town, acting through its Town Selectboard, covenant and agree as follows:

1. PINE VIEW hereby appoints the Town to take any and all actions which the Town, in the reasonable exercise of its discretion, deems as appropriate

## 387 556

to design, construct, operate, maintain, repair, replace, improve and upgrade PINE VIEW Stormwater System in accordance with the MS4 Permit.

2. The Town hereby accepts said appointment.
3. Once designed, PINE VIEW will convey and the Town will accept an easement deed from PINE VIEW for access to and ownership of the stormwater system improvements. The parties agree that the easements provided by the design may be modified upon final completion of the Contract based on "As Built" plans. PINE VIEW agrees to execute revised easements that are consistent with the "As Built" plans, if necessary; and
4. Once accepted, the Town will operate and perform Routine Maintenance (as that term is defined in the Stormwater System Maintenance Agreement between the parties), to the PINE VIEW Stormwater System, and will perform any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit.
5. The Town agrees that for a period of twenty (20) years from the date of this Agreement, the Town will not seek to recover from PINE VIEW any costs incurred by the Town for operating and performing Routine Maintenance to the Stormwater System or for performing any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit, other than the fee generally

## 387 557

assessed to owners of property with impervious surfaces in the Town or as otherwise set forth in the Ordinance, except in the following circumstances:

- A. The Agency's issuance and/or renewal of the MS4 Permit for the Stormwater System and other similar systems in the Town requires a capital improvement or upgrade of the Stormwater System, including but not limited to, changes to requirements for stormwater discharges, that does not result from the Town's improvement, upgrade or expansion of the Stormwater System to treat additional stormwater;
  - B. In the event of a need to remedy damage caused by PINE VIEW or its tenants and their invitees; or
  - C. In a catastrophic event or failure that requires extraordinary repair and reconstruction measures unique to the Stormwater System.
6. PINE VIEW shall pay any such assessment or surcharge imposed pursuant to Paragraphs 4(A)-(C), above, within thirty (30) days of the Town's delivery to PINE VIEW of an invoice for such assessment or surcharge. If PINE VIEW fails to pay said invoice in full within thirty (30) days, any unpaid assessments or surcharges shall be collectable pursuant to Ordinance September 21, 2020, as amended.
7. In the event that any adjoining property owner desires to utilize or expand the Stormwater System onto their property, PINE VIEW will not object to or otherwise oppose such utilization or expansion of the Stormwater

## 387 558

System, provided that: (a) such utilization does not substantially impact PINE VIEW existing or intended use of the Property; and (b) does not result in PINE VIEW being out of compliance with any state or local permits issued for the Property; and (c) no additional easement(s) burdening the Property is required from PINE VIEW.

8. By its provision of coverage for the Stormwater System under the MS4 Permit, the Town expressly disavows responsibility for, and PINE VIEW agrees that PINE VIEW will be solely responsible for, the installation, maintenance, operation, repair and replacement of the following and all costs and fees related thereto, all as shown on the Plan:

- A. Any vegetation, paving or landscaping located outside the Easement;
- B. Building and recreation-related structures, retaining walls or other structures (excluding the Stormwater System), such as pools, fences, mailboxes, decks or stairs, that may be affected by the Town's use of the Easement; and
- C. The stormwater components on PINE VIEW property that are outside of the Easement, including but not limited to ditches or swales, roof, floor, foundation, footing and yard drainage pipes, to the point where said pipes and appurtenances either connect to the catch basins within either the Easement or the Town's road

387 559

rights-of-way (collectively, the "PINE VIEW Stormwater Improvements").

9. This Agreement shall be held in escrow until such time as the Agency formally transfers responsibility for permit coverage of the Stormwater System to the Town, at which time, the Town shall record this Agreement in the Town of St. Albans Land Records.
10. The Town and PINE VIEW shall reasonably cooperate to ensure compliance with the MS4 Permit. In the event the Stormwater System does not comply with any new or amended MS4 Permit requirements and PINE VIEW will not allow the Town to take such actions it deems necessary to comply with the MS4 Permit, as determined in its sole discretion, the Town may provide sixty (60) days' advanced written notice by certified mail to PINE VIEW of its intent to terminate this Agreement. If said sixty (60) day period passes without a cure of the Stormwater System's noncompliance with the MS4 Permit, the Town may terminate this Agreement by mailing a written notice of termination to PINE VIEW and recording a copy thereof in the Town of St. Albans Land Records.
11. Notwithstanding Paragraph 9, above, this Agreement may terminate on or after the twentieth (20<sup>th</sup>) anniversary of the date hereof. Thereafter, the obligations of the Town and PINE VIEW regarding the Stormwater System shall be those imposed by law. In the event of such termination, and unless otherwise required by law, the Town shall forthwith reconvey the



## 387 560

Stormwater System and the Easement to PINE VIEW and take the action necessary to transfer the Permit to PINE VIEW. Upon transfer of the Permit to PINE VIEW, the Town shall pay its pro-rata share of the Permit's annual operating fee, based on the respective impervious surface area owned by the Town and PINE VIEW, if the Agency does not waive and assesses said operating fee.

12. This Agreement shall be recorded in the Town of St. Albans Land Records.
13. This Agreement may only be amended by written agreement of the parties.
14. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.

*(signature page follows)*

387 561

DATED this 20 day of January, 2023

IN PRESENCE OF:

TOWN OF ST. ALBANS

[Signature]  
WITNESS

By: [Signature]  
Carrie Johnson, Town Manager  
And Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At St. Albans, Vermont, this 20<sup>th</sup> day of January, 2023 personally appeared Carrie Johnson, Town Manager and Duly Authorized Agent of the TOWN OF ST. ALBANS, and she acknowledged this instrument, by her subscribed, to be her free act and deed, and the free act and deed of the TOWN OF ST. ALBANS.

Before me, [Signature] 157.0014892  
Notary Public  
My commission expires: 11/31/2025

DATED this 20<sup>th</sup> day of January, 2023

IN PRESENCE OF: PINE VIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

[Signature]  
WITNESS

By: [Signature] President  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At St. Albans Vermont, this 20<sup>th</sup> day of January, 2023 personally appeared Anna Roberts, Duly Authorized Agent of PINE VIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and they acknowledged this instrument, by them subscribed, to be their free act and deed, and the free act and deed of PINE VIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Before me, [Signature] 157.00 14892  
Notary Public  
My commission expires: 11/31/2025

ST. ALBANS TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD / DISCHARGE  
January 23 A.D. 2023  
at 10 o'clock 12 minutes 1A M  
and recorded in Book 38 Pages 554-561  
Attest: [Signature] Asst. Town Clerk

**Town of St. Albans  
Selectboard Meeting Minutes  
Wednesday, January 18<sup>th</sup>, 2023  
6:30 p.m.**

On Wednesday, January 18<sup>th</sup>, 2023 at 6:30 p.m., the Town of St. Albans Selectboard met at Town Hall.

**Officials and Staff:** Chair Jonathan Giroux, Vice Chair Bryan DesLauriers, Brendan Deso, Jack Brigham, Jeff Sanders, Town Manager Carrie Johnson, and Town Clerk Anna Bourdon.

**Staff Participation via Zoom:** Director of Community Development Megan Sherlund and Executive Asst. Jenn Gray.

**Public in Attendance:** David Bray, Paul and Sally Lerner, Stan Dukas, Anne Pomeroy, Anna Roberts (HOA President – Allaire Drive), Connie Mahoney, and Derick Read of Allaire Drive, Ed and Sally Groff, Harold Cross, and St. Albans Messenger Report Josh Ellerbrock.

**Public Participation via Zoom:** None.

J. Giroux called the Selectboard meeting to order at 6:36 p.m.

The Pledge of Allegiance was recited.

**General Warrant**

**MOTION: J. Brigham made a motion to approve the general warrant dated January 18<sup>th</sup>, 2023 in the amount of \$75,883.99. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

**Industrial Park Warrant**

**MOTION: B. Deso made a motion to approve the Industrial Park warrant dated January 18<sup>th</sup>, 2023 in the amount of \$552.25. Seconded by J. Brigham. All in favor, none opposed, motion carried.**

**Payroll**

**MOTION: B. DesLauriers made a motion to approve the payroll warrants dated January 6<sup>th</sup>, 2023 in the amount of \$55,003.59 and January 13<sup>th</sup>, 2023 in the amount of \$19,437.43. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

**Minutes**

**MOTION: J. Sanders made a motion to approve the Selectboard meeting minutes from Wednesday, January 4<sup>th</sup>, 2023 and from the Selectboard Budget work session on Monday, January 9<sup>th</sup>, 2023. Seconded by J. Brigham. All in favor, none opposed, motion carried.**

**Warrants & Minutes = 2 mins.**

**Public Comment**

Town resident Harold Cross came before the Board to ask why the gate is locked at the Department of Public Works garage. J. Giroux stated that it was his understanding that H. Cross had already had this discussion with C. Johnson and that he was informed as to why the gate at DPW is locked. J. Giroux continued by saying this would not be discussed further.

H. Cross asked the Town's organizational chart. He stated that we don't have a Director of Public Safety on the chart and as the Public Safety Administrator, he's not on the chart at all. He pointed out that on the chart, there is a Director of Public Works and a Director of Community Development, there isn't a Director of Public Safety.

Regarding the budget, H. Cross wanted to know why the new Town Hall didn't have its own separate line for building maintenance and why it's included in the Department of Public Works (DPW) maintenance line in the budget. H. Cross also wanted to know why \$35,000 was in the budget for the maintenance of both DPW and the new Town Hall. C. Johnson explained that this had been discussed and maintenance expenses will be separated out by department with the fiscal year 2024 budget. She also stated that originally when Gerry Myer's was the Town manager, he put \$25,000 in the Town Hall maintenance budget line to pay for repointing of the old Town Hall building. The new Town Hall and Department of Public Works buildings won't require as much in the maintenance budget going forward.

Town resident Stan Dukas came before the Board to ask about the Stormwater Utility budget and wanted to see that it be more transparent, he wanted to know how the money is being spent. Mr. Dukas also requested that the print font be larger in the Town Report for this budget.

**Public Comment = 9 mins.**

#### **Mail-In Ballot Discussion**

B. Deso stated that we have the authority to do mail-in ballots again this year as long as H.42 passes in the Senate. He went on to say that the turnout for Town Meeting Day voting had increased when ballots were mailed to residents. Town's ability to do this must be authorized by the State.

B. Deso made a motion to provide mail-in ballots again this year, as long as H.42 passes. Seconded by J. Sanders. Motion was opened to discussion.

**MOTION: B. Deso made a motion to mail out ballots to registered Town voters as long as H.42 passes. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

**Ballots = 10 mins.**

#### **Fiscal Year 2024 Budget and Town Meeting Day Articles**

B. Deso suggested adding \$20,000 to the Town Manager "Health Insurance" line in case the new Town Manager takes health insurance and needs a family plan. Currently both Carrie Johnson and Jenn Gray take the Payment in Lieu of Health Insurance, each in the amount of \$5,000. The Board was in consensus. This line will be increased to \$30,400.

C. Johnson suggested going through the articles. This year, we only have three. Town Agent and Grand Juror are no longer needed and have been removed from Article 1 on the warning.

B. Cross suggested adding an additional of \$50,000 to the existing \$125,000 fire department reserve fund for every year for 5 years to the ballot as a question. B. Deso stated that \$50,000 was already included in the reserve fund in the draft budget. A lengthy discussion ensued.

B. DesLauriers recommended the following language: "Shall the legal voters of the Town of St. Albans direct the Selectboard to raise \$175,000 for the Fire Department Reserve fund". After further discussion, the following motion was made:

**MOTION: B. DesLauriers made the motion to add an article to the ballot that reads, "shall the legal voters of the Town of St. Albans direct the Selectboard to add an addition \$50,000 to the existing \$125,000 for the Fire Department Reserve fund each year for a period of 5 years. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

The Board will recess this evening's meeting to 8:30 am on Monday, January 23<sup>rd</sup>.

**FY'24 Budget = 20 min.**

#### **Town Manager's Report Stone House Roof Repairs**

C. Johnson explained that at the previous meeting, there was a lengthy discussion regarding roof repairs for the stone house. The funding would come from the Stone House account and the Local Option Tax (LOT).

**MOTION: B. Deso made a motion authorizing the Town Manager to spend \$100,000 from Stone House account and in addition up to \$75,000 of Local Option Tax funds to fund the repairs to the Stone House roof. Seconded by B. DesLauriers. All in favor none opposed, motion carried.**

**Stone House = 4 mins.**

#### **Sidewalk Project Funding**

C. Johnson explained that it was previously discussed to accept the recommendation of the Planning Commission and spend \$125,000 a year for sidewalk projects. The three sidewalk projects that the Planning Commission made a top priority are:

1. St. Albans Bay Area (St. Albans Bay Marina to the new Town Hall)
2. Route 7 South: Phase 1 (Harbor View Dr. to City/Town Line)
3. Route 7 South: Phase 2 (Harbor View Dr. to Prospect Hill Rd.)

**MOTION: B. Deso made a motion to authorize the Town Manager to spend \$125,000 of LOT for sidewalk fund for a period of 5 years for 3 specific sidewalk projects. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**Sidewalks = 5 mins.**

**Road Acceptance – Allaire Drive (Pineview Estates HOA)**

C. Johnson explained that language was updated per the discussion at the previous Selectboard meeting.

**MOTION: B. Deso made a motion to accept Allaire Drive as a public Town Road. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**Allaire Dr. = 1 min.**

**Schedule**

The next regular Selectboard meetings are Monday, February 6<sup>th</sup> and Monday, February 27<sup>th</sup> at 6:30 p.m. A special joint meeting with the St. Albans City Council will be held on Thursday, January 26<sup>th</sup> at 6:30 p.m. The public informational hearing on the FY 2024 budget and ballot questions will be held on Monday, February 27<sup>th</sup> at 6:30 p.m. Tonight's meeting will be continued to January 23<sup>rd</sup> at 8:30 a.m. for the Selectboard to sign the Town Meeting Day warning.

**Schedule = 2 mins.**

**Other Business**

None.

**Executive Session**

**MOTION: J. Brigham made a motion to go into executive session at 7:35 p.m. to discuss a contractual matter where premature general public knowledge of the subject matter would place the Town (or person involved) at a substantial disadvantage. It was further moved to enter into executive session to discuss a contractual matter under the provisions of Title 1, section 313(a)(1) of Vermont Statutes and to invite in Town Manager Carrie Johnson. Seconded by B. DesLauriers All in favor, none opposed, motion carried.**

**MOTION: J. Sanders made a motion to come out of executive session at 9:18 p.m. Seconded by . All in favor, none opposed, motion carried.**

There were no motions made coming out of executive session.

**Recess**

**MOTION: B. Deso made a motion to continue the Selectboard meeting to 8:30 a.m. on Monday, January 23<sup>rd</sup>, 2023. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

Respectfully submitted,  
Jenn Gray Executive Assistant

**Town of St. Albans  
Selectboard Meeting Minutes  
Monday, November 7<sup>th</sup>, 2022  
6:30 p.m.**

On Monday, November 7<sup>th</sup>, 2022 at 6:30 p.m., the Town of St. Albans Selectboard met at Town Hall.

**Officials and Staff:** Chair Jonathan Giroux, Vice Chair Bryan DesLauriers, Brendan Deso, Jack Brigham, Jeff Sanders, Town Manager Carrie Johnson, Interim Director of Operations Al Voegelé, Director of Public Works Dave Allerton, and Facilities Manager John Montagne.

**Public in Attendance:** Paul and Sarah Lerner, Frank Calano & Paul O. from Ridgeview Ave., and Corey Parent & Alex Brigham with Forty Four Seven Strategies.

**Public Participation via Zoom:** Amanda Giroux.

**Staff Participation via Zoom:** Executive Assistant Jenn Gray.

Chair J. Giroux called the meeting to order at 6:30pm. The Pledge of Allegiance was recited.

**General Warrant**

**MOTION: J. Brigham made a motion to approve the general warrant dated November 7<sup>th</sup>, 2022 in the amount of \$197,408.92. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

**Stormwater Utility Warrant**

**MOTION: B. Deso made a motion to approve the Stormwater Utility Warrant dated November 7<sup>th</sup>, 2022 in the amount of \$5,028.67. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**Infrastructure Development Warrant**

**MOTION: B. Deso made a motion to approve the Infrastructure Development warrant dated November 7<sup>th</sup>, 2022 in the amount of \$91,863.96. Seconded by J. Brigham. All in favor, none opposed, motion carried.**

**Payroll**

**MOTION: B. DesLauriers made a motion to approve the payroll warrants dated October 21<sup>st</sup>, 2022 in the amount of \$17,409.60, October 28<sup>th</sup>, 2022 in the amount of \$29,483.79, and November 4<sup>th</sup>, 2022 in the amount of \$20,522.77. Seconded by J. Sanders. All in favor, none opposed, motion carried.**

**Minutes**

**MOTION: J. Brigham made a motion to approve the regular Selectboard meeting minutes of Monday, October 17<sup>th</sup>, 2022 and the special Selectboard meeting budget work session of Wednesday, October 26<sup>th</sup>, 2022 as presented. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**Warrants & Minutes = 6 mins.**

**Public Comment**

None.

**Ridgeview Avenue Request Public Road Acceptance**

There were no questions or concerns.

**MOTION: B. Deso made a motion to approve the request to accept Ridgeview Avenue as a public road. Seconded by J. Brigham. All in favor, none opposed, motion carried.**

**Ridgeview = 2 mins.**

**Town Manager's Report**

**Director of Public Works Introduction – David Allerton**

C. Johnson introduced the new Director of Public Works, David Allerton. Foreman Corey Gratton and Facilities Manager John Montagne have been assisting D. Allerton with his transition into the department. D. Allerton provided a brief update to the Board. He covered the St. Albans Health Path, a stormwater project at Clyde Allen Drive, the Bay Park water supply, the North End sewer pump station, and the contamination monitoring wells at the former

Department of Public Works (DPW) property. He stated that the monitoring wells at the old garage property are being shut down.

D. Allerton mentioned he met with EIV; the stormwater consultants hired to do some of the stormwater work.

C. Johnson explained that D. Allerton will be working on a written winter maintenance plan as well.

D. Allerton provides weekly reports to C. Johnson and the Selectboard. The Board prefers this instead of quarterly reports.

**DPW = 12 mins.**

### **Town Hall Update Budget & Move-in Schedule**

C. Johnson explained an updated construction budget will be provided at the next Selectboard meeting. A majority of the room signs have been installed. We anticipate moving the week after Thanksgiving. The movers will be here on Monday, November 28<sup>th</sup>. The Division of Fire Safety inspection is scheduled for next week. Both Town Halls will be closed the week of November 28<sup>th</sup> through December 2<sup>nd</sup>. Monday, December 5<sup>th</sup> should be the first official day the new Town Hall will be open to the public.

### **Heating of Old Town Hall**

C. Johnson explained we spend \$6,000 – \$7,000 per year heating the current Town Hall. The Board was asked what they wanted to do for heating the Town Hall this winter. J. Giroux suggested setting the thermostats to 60 degrees through the winter. C. Johnson suggested speaking to someone at Historical Preservation to make sure the temperature would not damage the building. She will get an estimate on winterizing the building as well as asking a commercial HVAC person about it.

**TH Update = 14 mins.**

### **Inclusion, Diversity, Equity, Action, Leadership (IDEAL) Vermont Initiative**

C. Johnson explained that Al Voegele has suggested the Town join the IDEAL initiative and would like to be appointed to the committee representing the Town. A. Voegele explained that IDEAL is a state initiative inviting municipalities to work with both the state and other municipalities making Vermont a more open and inclusive state. Being a part of this initiative would be beneficial to the Town making more federal and state grants available. He went on to say the initiative will help the Town address issues in our community, such as reviewing the bylaws to ensure they do not discriminate against a certain group of people. After further discussion, the Board agreed to join.

**MOTION: B. Deso made a motion to have the Town join the IDEAL Vermont Initiative and appoint Al Voegele to represent the Town. Seconded by J. Brigham. All in favor, none opposed, motion carried.**

**IDEAL = 21 mins.**

### **Personnel Policy Update**

C. Johnson explained the personnel policy was reviewed by a human resources expert at VLCT. The expert suggested the policy be reviewed by the legal department at VLCT. This is a work in progress. The Board would like to see the ordinance and policy lists again to keep moving forward with reviewing and updating them.

**Policy = 4 mins.**

### **Notice of Initial Filing Act 250 Beta Technologies**

Informational only. No action required.

### **2 Franklin Park West, LLC**

Informational only. No action required.

### **Act 250 Amendments**

#### **D&M Lambert – 5 Waters Edge**

Informational only. No action required.

**J&W Bordeau – Waters Edge**

Informational only. No action required.

**M&H McDonald – 3 Waters Edge**

Informational only. No action required.

**P. Morse – 3 Morse Drive**

Informational only. No action required.

**Peerless Clothing – 200 Industrial Park Road**

Informational only. No action required.

**Act 250 = 1 min.**

**Schedule**

The next Selectboard meetings will be Monday, November 21<sup>st</sup> and Monday, December 5<sup>th</sup> at 6:30 p.m. The next Budget Work Session will take place at 5pm on Monday, December 5<sup>th</sup>, prior to the regular Selectboard meeting.

**Schedule = 1 min.**

**Other Business**

None.

**Executive Session**

**MOTION: B. Deso made a motion to go into executive session at 7:35 p.m. to discuss contractual and personnel matters where premature general public knowledge of the subject matter would place the Town (or person involved) at a substantial disadvantage. It was further moved to enter into executive session to discuss contractual and personnel matters under the provisions of Title 1, section 313(a)(1) of Vermont Statutes and to invite in Town Manager Carrie Johnson, Interim Director of Operations Al Voegelé, and executive candidate search consultants Forty Four Seven Strategies. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**MOTION: B. Deso made a motion to come out of executive session at 9:12 p.m. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

**Adjournment**

**MOTION: J. Brigham made a motion to adjourn the Selectboard meeting at 9:13 p.m. Seconded by B. DesLauriers. All in favor, none opposed, motion carried.**

Respectfully submitted,  
Jenn Gray



## Alley, Kerry

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**From:** David Allerton <d.allerton@stalbanstown.com>  
**Sent:** Wednesday, January 11, 2023 2:23 PM  
**To:** Alley, Kerry; Chip Sawyer  
**Cc:** j.gray@stalbanstown.com; Megan Sherlund  
**Subject:** RE: Saint Albans City and Town boundary, and Mileage Certificate changes

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Hi Kerry,

This looks okay to the Town. Thank you.

David K. Allerton, P.E.  
Director of Public Works/Town Engineer  
Town of Saint Albans  
P.O. Box 37  
Saint Albans Bay, VT  
802-527-0739

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**From:** Alley, Kerry <Kerry.Alley@vermont.gov>  
**Sent:** Friday, January 6, 2023 4:33 PM  
**To:** Chip Sawyer <c.sawyer@stalbanstvt.com>; David Allerton <d.allerton@stalbanstown.com>  
**Cc:** j.gray@stalbanstown.com <j.gray@stalbanstown.com>  
**Subject:** Saint Albans City and Town boundary, and Mileage Certificate changes

Good afternoon Chip and Dave

I'm reaching out to both of you because I'm updating our road centerline data to reflect the improved accuracy of the boundary line between Saint Albans City and Town. The series of the City Town Highway Map below shows the recent changes in how we've mapped the boundary, and we feel that there is finally enough consensus to make it worth updating the mileages of the roads affected.

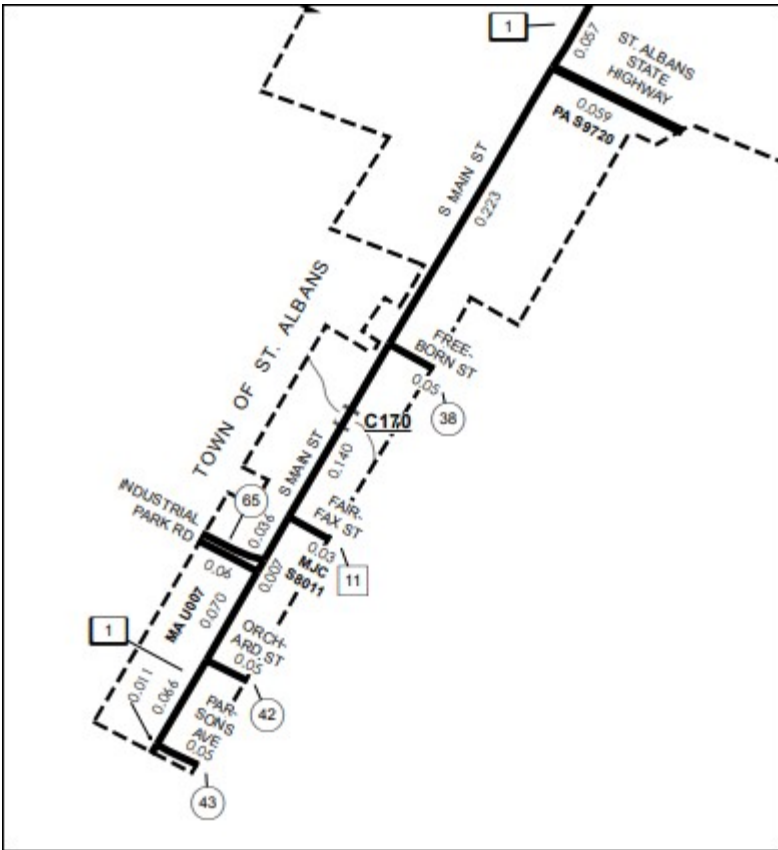
I have preloaded the highway remeasurements for two roads (Fairfax St and Saint Albans State Highway) onto both the City and Town Mileage Certificates. I've used the mileages indicated by our road centerline data, boundary data (see information about our boundary data below, and attached), and our mapping software. Please let me know if either of you feel that any of these change are inappropriate due to information that I am not aware of. If neither of you have any objections, all you have to do is leave the preloaded changes for these roads on the mileage certificate, and include these mileages when calculating the new mileages in PART I of the certificate.

The class 3 Town highways intersecting the Town/City boundary in this area (Parsons Ave, Orchard St, and Freeborn St) already have mileages on record that are consistent with their lengths (when rounded to the nearest 0.01 mile).

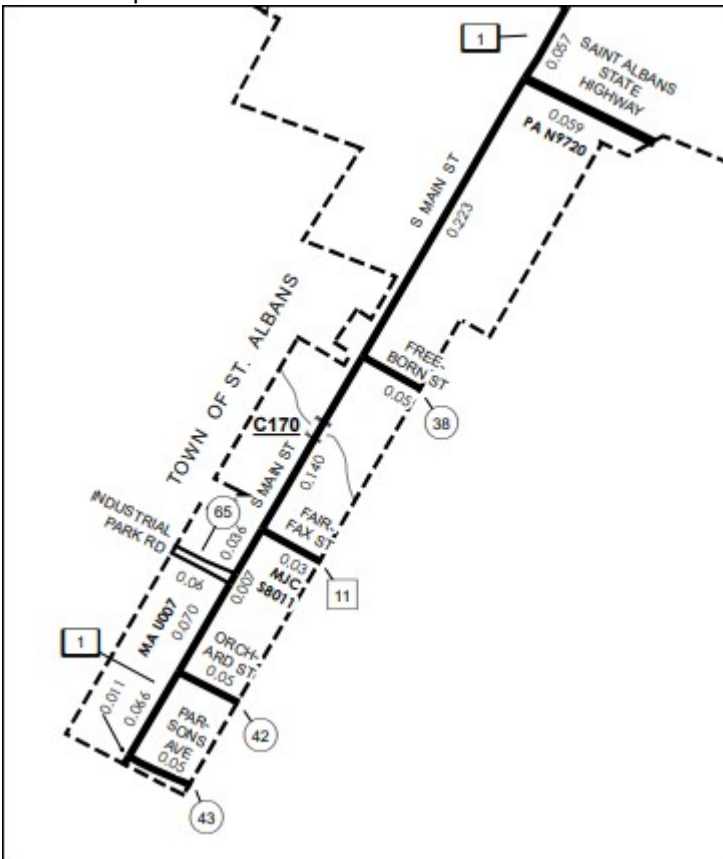
I've attached two maps that show our (VTrans) boundary data with the City and Town parcel/tax-maps over the State color/infra-red imagery in the vicinity of the two roads that we felt required remeasuring. I've circled the boundary where it will be used to determine highway mileages. Please let me know if there is a significant issue with the location of the boundary in either location.

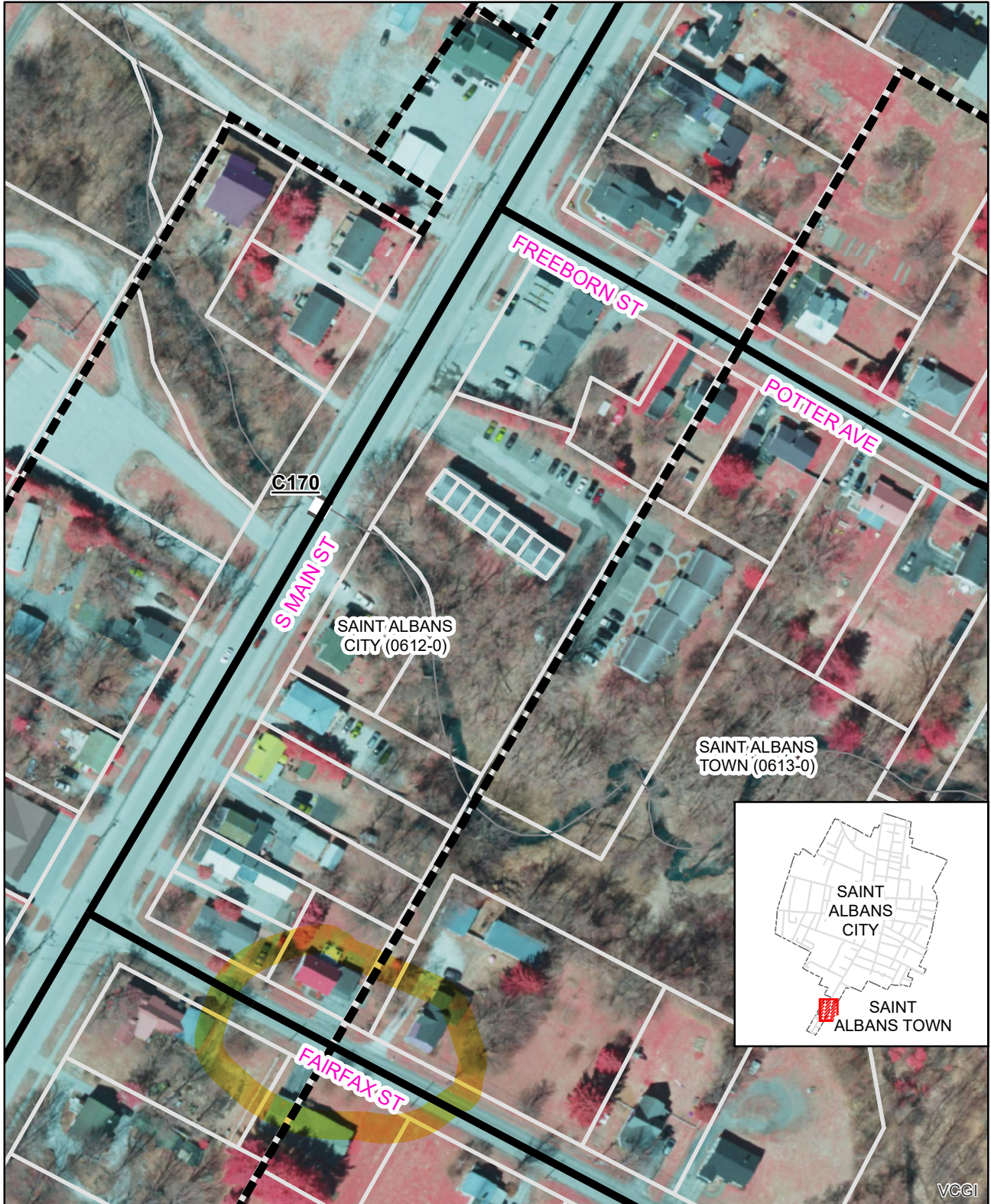
1. The City/Town boundary at Fairfax St (class 2 TH-11 (City) and class 2 TH-10 (Town)).





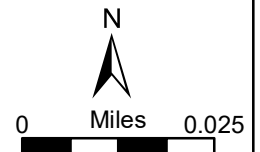
2018 Excerpt:

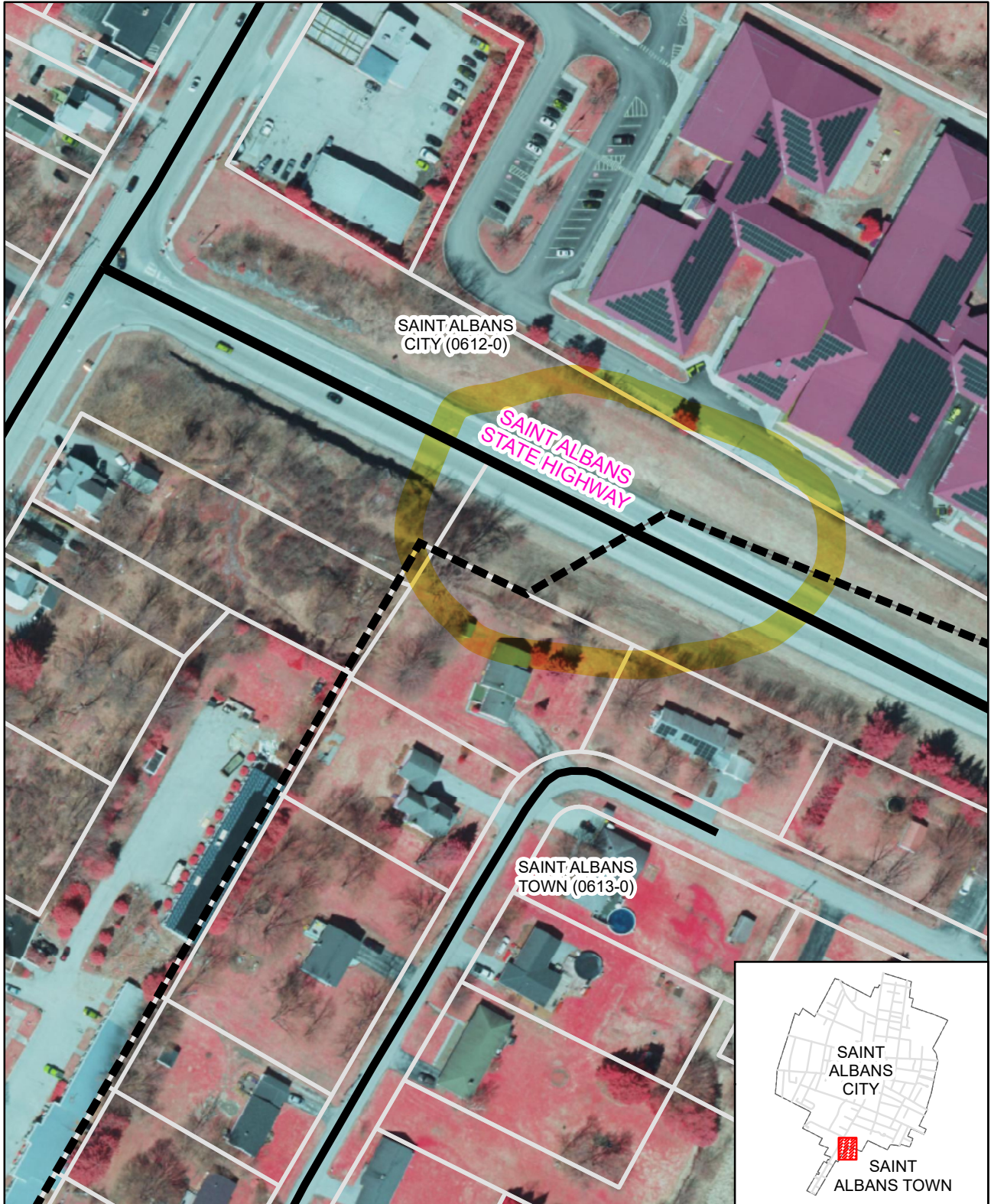




**Confirming location of City-Town Boundary  
SAINT ALBANS CITY AND TOWN**

Mapping Section  
Division of Policy and Planning  
Vermont Agency of Transportation -- November 1, 2022





### Confirming location of City-Town boundary SAINT ALBANS CITY AND TOWN

Mapping Section  
Division of Policy and Planning  
Vermont Agency of Transportation -- January 6, 2023

