

Special Selectboard Meeting
26 September 2023
6:00 PM
Town Office at Isle La Motte School and via Zoom

In Attendance: Mary-Catherine Graziano, Cary Sandvig, Cathay Tudhope, Nancy Blaise, Laura Miraldi, Vicki Buswell, Michael Frett (The Islander), Mary Brennan-Centrella, Carmine Centrella, Marie Sturgeon, Peg Koch, Edie Plouffe, Ruth Casey, Robin Gutierrez, Tim O'Riley (Islands Pickleball Association), Barbara Callahan, Peter Brzozowy, Beth Meese (via Zoom), Erin Gilligan (via Zoom), Shaun Robinson (via Zoom), Charles Gurney (via Zoom), Bobby Dean (via Zoom), Michele Murray (via Zoom), WCAX (via Zoom), Marie D'Angelo (via Zoom), Jason Wright (via Zoom), Daisy Hall (via Zoom), Steven Reeve (via Zoom), Claire Aldrich (via Zoom), Andrea Carbone, and others who did not sign the attendance sheet or provide full names on Zoom

1. **Call to Order:** Meeting was called to order at 6:00 PM by Board Chair Mary-Catherine Graziano.
2. **Additions to agenda:** There were no additions made to the agenda.
3. **Town Business:**
 - *Town Administration Update + Public Discussion* - Board Chair Mary-Catherine Graziano announced that two candidates had applied for Town Clerk and one candidate noted interest in the position of Animal Control Officer (ACO). There were no other comments from the public at this time.
 - *Appointment Positions Candidate Interviews*
 - Interim Selectboard Member - At this time there are no interested candidates for the position.
 - Interim Town Clerk - Board Chair Graziano noted that as the position is an elected position, the interviews will be held in public in order of submissions.
 - *Vickie Buswell* - Ms. Graziano thanked Ms. Buswell for volunteering and Selectboard Member Sandvig noted that he had no immediate questions as he had attended the Isle La Motte Community Organization's meet the candidates session earlier this year when Ms. Buswell ran as a write-in candidate for Town Clerk. Ms. Buswell is retired and feels this is a good opportunity to help the Town. Her prior work experience includes an extensive background in records management. Member Sandvig inquired as to the hours Ms. Buswell would keep if appointed, and while she would like time to discuss the hours with the community before establishing a set schedule, she would likely include a weekend day at least one time per month for those that cannot make it to the office during the week. Mary-Catherine Graziano noted that the Town Clerk is responsible for and will be trained on elections and maintenance of records, and the Selectboard will assist with helping the Clerk find an assistant, if necessary. The public was offered the opportunity to question Ms. Buswell:
 - Margaret Cook would like the public to have the chance to provide their input on what hours the Town Clerk will open the office, which will be solicited by the new Clerk with assistance from the Selectboard. The office was most recently open twenty-eight hours a week; there is no requirement for a minimum or maximum number of hours.
 - Mary Brennan-Centrella asked Ms. Buswell what her qualifications are for the position, to which Ms. Buswell indicated that she was the custodian of insurance records for a branch of the State of Vermont and the administrative assistant to the company's attorney and manager. She has a history in office administration, and indicated that she retired in 2017 from her most recent position. **Two letters of reference will be attached as exhibits to the minutes**, which were overviewed during the conversation.
 - *Cynthia Demore* - The second candidate did not attend the session.
 - With no additional discussion or candidates to consider, Cary Sandvig motioned to appoint Vickie Buswell as interim Town Clerk, seconded by Mary-Catherine Graziano, all in favor. Ms. Buswell would like to begin next week and onboarding will be conducted with oversight from the Selectboard Members and Clerk.
 - Interim Treasurer - At this time there are no interested candidates for the position. Board Chair Graziano restated that the Board will likely appoint a nominal Treasurer, someone who is a current Town Officer, and hire a bookkeeper with experience who will be trained and can make an immediate impact in the role. It was noted that a Selectboard member and several others are not eligible for this position. Ms. Graziano also stated that she would like to see the Town move to an appointed Treasurer position in the future as she feels it may better serve the community long-term, and Member Sandvig noted that this proposal would need to be brought to a Town vote.

- Road Commissioner - At this time there are no interested candidates for the position.
- Selectboard Office Assistant - At this time there are no interested candidates for the position.
- Tree Warden (volunteer position) - At this time there are no interested candidates for the position.

4. **Executive Session:** Cary Sandvig motioned to enter an Executive Session to interview the Animal Control Officer (ACO) candidate Nancy Blaise, seconded by Mary-Catherine Graziano, all in favor. The session began at 6:14 PM and returned at 6:40 PM. It was announced that Nancy Blaise was appointed ACO and would begin her tenure once she could be paid for her work. Ms. Blaise is the former ACO of Alburgh and has twenty-five years of experience with the State Police's canine unit.

5. **Administration:**

- *Announcement of Appointments* - The Board officially announced the appointment of Vickie Buswell as Town Clerk and Nancy Blaise as Animal Control Officer.
- *Swearing in of Appointees* - The swearing in was moved to the end of the meeting as the Justice of the Peace reviewed new oath of office forms provided by Vermont's Secretary of State.
- *Board of Civil Authority (BCA) - 10/4 Meeting Announcement* - The BCA will meet next Wednesday with the new Town Clerk as a member in advance of the regular Selectboard meeting.

6. **Contracts/Grants/Bids:**

- *Bid Opening, Review, and Award* - The Selectboard received bids from two companies for two of the three projects posted and no proposals for the two services requested for the Town. The bids were initially reviewed between the Selectboard members with the audience asked to wait as the members determined the completeness of the bids, but the discussion resumed with the public upon the request by Peter Brzozowy.
 - Roadside Tree Trimming - There were no bids received for the project.
 - West Shore Road Culvert Repair - The Selectboard Chair reviewed the scope of work then reviewed the bids. Complete Excavation & Septic Services (CSS) provided a bid that stated the scope of work included materials and labor for one of the two road segments for \$12,800; John Yartz Excavating, LLC's (JYE) bid of \$15,000 included details for both requested road segments and also provided deviations that should be addressed in performing the work.
 - School Street Culvert & Ditching Project - The Selectboard Chair reviewed the scope of work then reviewed the bids. CSS provided a bid that stated the scope of work included materials and labor complete in accordance with the specification for \$16,200; JYE's bid of \$18,000 detailed out the work that would be performed.
 - Considering both projects are in the same vicinity, Ms. Graziano stated that the work will likely be performed at the same time. Cary Sandvig noted that as CSS did not include all segments on the first project and provided no detail on the second project, he was inclined to award JYE for both projects despite the price being higher than the competition. Cary Sandvig motioned to award both projects to John Yartz Excavation, LLC, seconded by Mary-Catherine Graziano, all in favor. **A copy of the awarded bids will be attached as an exhibit to the minutes.**
 - John Yartz was present at the meeting and noted that approximately \$2,500 could be deducted from the total expense for both projects if the Town purchases the culverts directly from the State's Department of Transportation which has preferred pricing for municipalities. Robin Gutierrez questioned if each project was requested for bid separately, which was confirmed by the Selectboard. At this time, the Board reviewed the due dates for both projects, which will be partially funded by State grants. Mary-Catherine Graziano confirmed that she prepared the bids, which were based on scopes of work written by the Northwest Regional Planning Commission (NRPC) which were very specific in response to Ms. Gutierrez's inquiry as to if the scopes of work could have been misconstrued.
 - Transitional Audit of Town's Financial Records - At this time there are no companies interested in the work, as many firms are wrapping up budgets for organizations on a mid-year to mid-year financial calendar. A conversation regarding the need to start an audit now or to perform the regular audit in January followed, with the public weighing in on the conversation. Peter Brzozowy noted that as the former Treasurer was questioned on a number of items, a future candidate would be unlikely to take the position without an audit of the former administration being completed. Robin Gutierrez continued the discussion stating that she concurred, believing the audit should be performed immediately as the former Treasurer is facing accusations. Ms. Graziano noted that the audit and the accusations are separate matters, and that the accusations are focused on the failure of the past administration to provide the Selectboard time-sensitive information regarding grants. Chair Graziano will attempt to source a firm that can begin the audit immediately and perhaps combine the transition and year-end audit into one proposal.

- Custodial Services - At this time there are no interested candidates or companies for the position. Neighboring towns are averaging \$250 in bi-weekly expenses for basic custodial services, which will include interior cleaning only. Cathy Tudhope inquired about the management of the building facilities, to which the Selectboard advised would be monitored by a facilities manager who has yet to be hired.

7. Recreation Committee:

- *Review proposal for Pickleball/Basketball Court Fence* - Committee Co-Chair Ruth Casey provided an overview of the project and a history of damage to the court that has prompted the need for the fence. A discussion of insurance coverage for the Islands Pickleball Association (IPA) volunteers who would like to provide the labor for the fence installation followed, with the IPA President Tim O'Riley providing additional commentary on volunteer-staffed projects the organization has done throughout the region and stated that the IPA could provide a waiver stating that they will work at their own risk. Ms. Casey suggested the Selectboard reach out to neighboring towns to find out what their liability is for volunteer work. Ms. Brennan-Centrella again stated that the funds will be forfeited if not expended by year end, so time is of the essence, and the Board Chair suggested buying the materials this year and storing for a Spring installation to provide additional time to delve into the insurance coverage. Laura Miraldi advised that vandalism is an issue, and there would be a risk to storing the materials in any of the area sheds. Barbara Callahan provided history of the Isle La Motte School playground, which was installed by volunteers, and feels that insurance is an unnecessary impediment to moving the project forward. Cary Sandvig voiced his concern that the Town is currently operating with minimal staff and that a focus on the essential need of providing for the residents is the priority; the purchase and installation of a fence is not something that should be prioritized at this time, especially without a third Selectboard Member onboard to provide additional perspective on the project. Mary-Catherine Graziano agreed that there are a number of important decisions to be made as a part of this project, and that the Board would like to see all items in place before making a decision. Ms. Brennan-Centrella commented that it will take several months for a new Selectboard Member to assert themselves, as it has taken the existing members time when they began their tenure and feels that it is a dis-service to the community and the quality of life for residents and families on this Island to not move forward quickly on this project. Ms. Graziano stated that a decision will be made by the existing Selectboard members as soon as they review the outstanding items requested. Cary Sandvig motioned for Mary-Catherine Graziano to contact the Town's lawyer, if necessary, for assistance in reviewing the liability waiver. **A copy of the project paperwork will be attached as an exhibit to the minutes.**

8. Animal Control:

- *Incident report - West Shore Road on 9/16* - Mary-Catherine Graziano will follow up on the incident as the new ACO will not be on staff for several more weeks.
- *Update on Vicious Dog Assessment* - An assessment date has yet to be scheduled for the two dogs.
- *Former ACO reimbursable expenses due* - The reconciliation of the timesheets indicates both salary and expenses are due to the former Animal Control Officer. A motion was made by Cary Sandvig to pay the funds once a Treasurer is in place, seconded by Mary-Catherine Graziano, all in favor.

9. Other Business:

- *Swearing in of Appointees* - Justice of the Peace Cathy Tudhope swore in Town Clerk Vickie Buswell and paperwork was completed for recording with the Secretary of State.

10. **Adjourn:** Meeting was adjourned at 7:49 PM, motioned by Cary Sandvig, seconded by Mary-Catherine Graziano, all in favor.

Respectfully submitted on 28 September 2023 -
Andrea Carbone

Mary-Catherine Graziano

Cary Sandvig

THE BERNSTEIN LAW FIRM, PLLC
5335 WISCONSIN AVENUE, NW, SUITE 440
WASHINGTON, DC 20015
TELEPHONE: (202) 452-8010
FACSIMILE: (202) 296-2065

George K. Bernstein
Caryl S. Bernstein

gkblaw@aol.com
caryl.bernstein@yahoo.com

January 25, 2017

Mrs. Vickie Buswell
Ambassador Insurance Company,
in Liquidation
Montpelier, Vermont

Dear Vickie:

Although you have truly earned it, it is with a great sense of loss that I view your retirement.

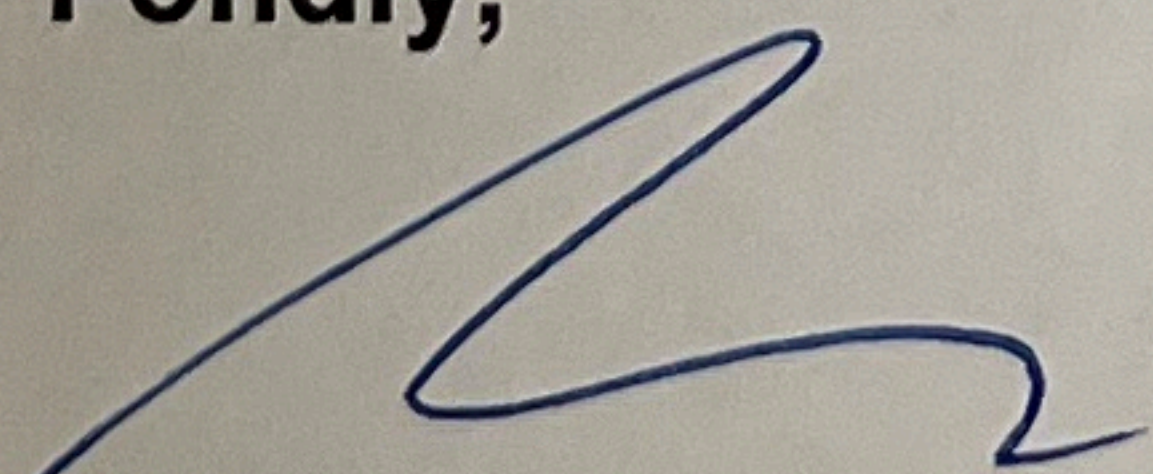
For more than thirty years the receivership has been blessed with your service. I have worked with you for all of those years and truly wonder how we will get on without you. I cannot recall a single task you were asked to undertake that you did not successfully complete. Your ability to dig into files that long preceded the receivership and locate what we needed was astonishing. Your memory was amazing. Most of all, though, the joy you took in your work and how that joy conveyed and attached to those who were lucky enough to work with you, was an immeasurable bonus for all of them.

Any loss I feel, both personal and for the future of the receivership, is tempered by the knowledge that, having done so much for others, you will now be able to focus more on yourself.

Your other colleagues and I will miss you, but any sadness we feel is mitigated by the pleasure we have had in sharing a part of your life with you.

Thank you and Godspeed.

Fondly,



George

PETER SHUMLIN
Governor



State of Vermont
OFFICE OF THE GOVERNOR

December 14, 2016

Mrs. Vickie Buswell
Ambassador Insurance Company
Montpelier, Vermont 05602

Dear Vickie,

It is with great pleasure that we write this letter congratulating you on your retirement from Ambassador Insurance Company after more than 30 years of loyal, diligent service. Working for one company for more than 30 years is quite an accomplishment and a tribute to your tenacity.

You have worked at Ambassador with grace and humor and have earned the well-deserved respect of all your co-workers. When trying to describe your role in the company, the word that came up repeatedly from your coworkers was invaluable! You have acted as the principal support person for the company's claim function. You have been responsible for the maintenance and accessibility of the voluminous paper records of a company whose files were in chaos when the State placed the company in court supervised receivership. After the company's reinsurance expert left, you stepped up to learn that function of the company, too, so that you could provide the necessary support.

We wish you the very best in your retirement with many healthy, happy years ahead of you in beautiful Isle La Motte.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Shumlin".

Peter Shumlin
Governor

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Pieciak".

Michael Pieciak
Commissioner

CULVERT BID FORM

Name/Company: JOHN YARATZ EXCAVATION LLC
Address: 1404 MAIN STREET ISLE LA MOTTE VT 05462
Phone Number: 802-307-2377 802-928-3126
Email: JY EXCAVATION@GMAIL.COM

Road Segment 71612.1: From intersection with School St to house #1184 -culvert is undersized. Outlet cannot be found (brush). Will be replaced and add splash pad outlet stabilization.

Segment A: Labor Cost
Segment A: Materials Cost
Segment A: Equipment Costs
Segment A: Total Cost

Road Segment 71614.1: From power pole by mailbox for #1219 culvert 90880 is 12", 32 ft long, and is over 50% obstructed on the inlet side.

Segment B: Labor Cost
Segment B: Materials Cost
Segment B: Equipment Costs
Segment B: Total Cost

Both Segments: Road Segment 71612.1 and 71614.1

Both Segments: Labor Cost 1300.00
Both Segments: Materials Cost 10,700.00
Both Segments: Equipment Costs 3000.00
Both Segments: Total Cost 15,000.00

Completion Date (assume work may begin upon contract execution): DATE to be DETERMINED AT SIGNING OF CONTRACT IF AWARDED.

Describe the equipment you propose to use for the contract:

EXCAVATOR, TRUCK, COMPACTOR

Please describe any deviations from the bid specifications that you will need to follow or would suggest to the Town:

SHOULD RESHAPE 565' OF DITCH ALSO ADD CULVERT TO LOUISE KOST EAST END WEST DRIVEWAY
30' WIDE. ALSO CULVERT CROSSING WEST SHORE ROAD SHOULD BE 24"
ON SEGMENTS 71612.1, 71614.1 ALSO STONE HEADERS FOR CULVERTS, AND STONE
LINING OF SOME SECTIONS OF DITCH SHOULD BE DONE. ALSO SPLASH POLE ON OUTLET END NEAR LAKE.

Signature of Bidder: John Mandy EXC LLC
Date: 9/26/2023

John Yaratz Excavating, LLC
1404 Main Street
Isle La Motte, VT 05463

September 26, 2023

TO: The Isle La Motte Selectboard

Please find enclosed my lump sum bid for
School Street Culvert and Ditching Project.
Road segment numbers 59168.10, 59166.10, 59167.10
Reshaping 150' of ditch, changing three culverts, adding
40' of stone lining in ditch, splash pool on lakeside outlet,
adding stone to culverts for headers, seed and mulch,
paving road crossing and driveway cut.

Total Bid \$ 18,000.00

Thank you,

John Yaratz EXCAVATION LLC



Andrea Carbone <ilmvtcarbone@gmail.com>

Fence Proposal

1 message

Ruth Casey <ruthcasey101@gmail.com>

Tue, Sep 26, 2023 at 10:42 AM

To: Mary-Catherine Graziano <mcgilmvt@gmail.com>, Andrea Carbone <ilmvtcarbone@gmail.com>, Frang <ilmsandvig@frang.com>

Cc: Anne Jobin-Picard <ajp4561@gmail.com>, Carmine Centrella <carminecentrella90@gmail.com>, Laura Miraldi <laura.miraldi@gmail.com>, Karin Ericson <karin@kw.com>, M <mbcentrella60@gmail.com>, Tim O'Reilly <toreillyvt@gmail.com>

The Recreation Department would like to thank you for expediting the fence discussion to tonight's agenda instead of waiting until October 4th. If approved, our goal is to complete the project by the end of October so time is of the essence.

We would also like to thank Mary-Catherine for getting such a quick response from the insurance company. Hopefully, having as much information as possible will help in the decision making.

As discussed earlier, the Rec. Department is requesting approval to install a fence around the basketball/pickleball court to protect the investment made last year by the Rec. Dept. & the IPA. Since the court was professionally painted last August, there have been several tracks/scuff marks from bikes, motorcycles & atv's. There are already 3 gouges that need to be repaired and we were told by VT Recreational Surfacing that snowmobiles in particular, would ruin the surface.

The professional court has increased pickleball attendance considerably. There have been 30 sessions this year that both courts have been used and 10 of those sessions have been at max capacity of 12, meaning both courts are being used with 4 waiting to rotate in. Players are coming to Isle LaMotte not only from Isle LaMotte & Alburgh, but also from Swanton, North Hero, Grand Isle & South Hero. This is great for our community!

We have received several quotes from contractors, quotes are listed below. As you can see, they range from \$6,000 to \$10,000, all of which are beyond our budget capabilities. Purchasing the materials and taking the IPA up on their generous offer of free labor sounds like the most cost-effective way to resolve the issue and protect the court.

I have attached a commitment letter from the IPA which also includes the specifics of the fence & how it would be installed. I've also attached a photo of the rail fence we're proposing to purchase. Their letter also references our Liability Waiver that could be modified to include volunteer work. A copy of the waiver is also attached. Tim O'Reilly, President of the IPA will be at tonight's meeting representing the IPA.

Since we're proposing to set the fence back 5' from the court's edge, mowing that strip should not be an issue. A zero-turn mower would be able to get through the gate and mow the strip between the posts and court's edge.

Listed below are the contractor quotes we've received. Attached is a pdf of the Lowe's quote.

Again, thank you adding this topic to tonight's special meeting. We certainly acknowledge what a difficult period the town is going through and appreciate your time.

Ruth Casey
Isle LaMotte Recreation Department

- **Jason Filion, Contractor out of Highgate.** Used to live in ILM & still does a lot of work here in the islands. His quote for labor only was \$4880 if paid with cash, \$5850 if paid by check. His text message:
" My Son & I just dug some test holes, there's some gravel but not to bad. My labor would be \$4880 cash or \$5850 with a check. I do require 60% up front & remainder upon completion."

- **SP Landscaping in North Hero.** This quote was for a picket fence. Price would be \$400 less for a rail fence so would be \$6175.

Email quote:

** (40) 8 foot wooden fence panels (3.5 to 4 feet tall depending on what's in stock) - \$55 each (tax included) - \$2,200 total

* (2) day post digger with auger - \$310

* (10) fast setting concrete - \$150

* (6) ground tubes for concrete - \$150

- * (1) gate with hardware - \$100
- * (41) 4x4x6 pressure treated posts - \$750
- * fence hardware - \$165
- * Materials \$3825
- * Labor \$2750
- " Total \$6575"

- Lowe's quote for rail fence and chain link -pdf quote attached

Chain link - \$10,196
2-Rail fence - \$9,808

- Round Hill Fencing from Orleans - verbal quote of \$6000 for a 4 foot fence, light gauge fencing with a gate.

- C & E Fencing, Plattsburgh - \$7383

"4' galvanized chain-link

Fence consists of; 1 5/8"toprail, 2" line posts, 9 gauge fabric, sway wire on bottom of fence.

6-2 1/2" corner/gate posts

1-4'X4' gate

All LG 20 framework

Posts poured in concrete.

Posts are outside of any blacktop

Labor & Material Installed \$7383.00"

 [ILM Fence Select Board Letter](#)

3 attachments

 **IPA-Waiver-Form-2023.pdf**
352K

 **Lowes Fence Image.avif**
2K

 **Lowes Fence Quote.pdf**
302K

To: The Isle LaMotte Selectboard

From: Islands Pickleball Association (IPA)

Date: September 26, 2023

Re: Proposal for Fence Around Isle LaMotte Basketball/Pickleball Court

Ruth Casey, Isle LaMotte Recreation Dept. Co-Chair, and Island Pickleball Association (IPA) Board member, brought the fence suggestion to the IPA's attention after receiving quotes from contractors that were in excess of the Isle LaMotte Recreation Dept.'s budget.

The Islands Pickleball Association (IPA) is a 501(c)3 non-profit organization and was formed in 2016 with the goal of promoting pickleball in the Islands. We started with 16 members and now have over 250 members who live in the Champlain Islands. Since the IPA paid \$4,000 of the \$5,000 cost to paint the court last year, we support and encourage a fence to protect the surface from bikes, snowmobiles & all motorized traffic. In just the past year, there are already 3 gouges that need to be repaired.

To help assist with this proposal, the IPA Board of Directors has approved payment \$500 towards the cost of a rail fence around the Isle LaMotte basketball/pickleball court if approved by the Isle LaMotte Selectboard. The IPA Board also agreed to install the fence if approved. The IPA membership includes former contractors & engineers who have the knowledge and expertise to install a rail fence.

Cost of the fence could be as little as approximately \$2,000 if fence materials were purchased separately and with no cost for labor. Fencing materials could be purchased by either Ruth Casey, Isle LaMotte Rec Dept. Co-Chair & IPA Board member or through the IPA. Receipts would be forwarded to the Isle LaMotte Town Clerk for reimbursement, \$500 to be paid by the IPA, the balance paid from the Isle LaMotte Rec Funds. If purchases are made through the IPA, reimbursement would be to them for everything except the \$500.

The fence proposed is a 3 ft high, 2-rail fence using pressure treated wood, set back 5 ft. around the perimeter of the basketball/pickleball court. The installation plan would be to use a rented post hole auger to dig 2' deep post holes, set the post in place, and backfill the hole with packed crushed stone. The post would be spaced 10' apart with ten posts on the east and west sides and five on the north and south ends. Split rails would be installed between the posts and secured with brackets. Two gates would be installed, one on the west side, facing the parking the lot and one on the east side facing the town garage.

The IPA has pickleball players sign a liability waiver before they play in any of our four locations. The waivers release the IPA and the towns of Alburgh, Isle LaMotte, North Hero and Grand Isle from damages if anyone gets injured while playing on town property and/or under the direction of the IPA. It's basically "play at your own risk". The IPA could create a similar document for volunteers to sign which would release the towns and the IPA from damages. Attached is the IPA's current player waiver, which would be modified to include volunteer work.

Thank you for your consideration and please feel free to contact me with any questions you may have. I will also be at tonight's Selectboard Meeting.

Sincerely,
Tim O'Reilly
Islands Pickleball Association, President
toreillyvt@gmail.com
802-881-2670

Store 2693 LOWE'S OF ESSEX, VT
10 SUSIE WILSON RD
ESSEX JUNCTION, Vermont 05452-2807



Customer Proposal

Prepared for:

Ruth Casey
Isle LaMotte Elementary School Park
Isle LaMotte, Vermont 05463
8025783906

Prepared by:

David Soberman
802-734-3531
david.soberman@lowes.com



VERMONT SERVICES SOLUTIONS INSTALLED SALES PROPOSAL

Table with columns: LOWE'S AUTHORIZED REPRESENTATIVE, SALES ID, DATE, CUSTOMER NAME, STORE NO., STREET ADDRESS, CITY, STATE, ZIP, TELEPHONE, EMAIL, LOWE'S CONTRACTOR LICENSE #, LOWE'S REPRESENTATIVE LICENSE #, CREDIT/DEBIT, CHECK, LCC CARD, GIFT CARD.

This is only a quote for the merchandise and services printed below. **Lowe's does not offer services to paint, seal or stain fences.**

Table with columns: INSTALLATION STREET ADDRESS, CITY, STATE, ZIP. Row: Isle LaMotte Elementary School Park, Isle LaMotte, Vermont, 05463.

Additional charges may apply for permit fees. Installation services guaranteed by Lowe's labor warranty & available thru independent contractors, licensed, & registered where applicable. License numbers & certifications held by or on behalf of Lowe's Home Centers, LLC: AK #Cone39289 Business License #1001769; AL #56683; #8187; #OO2157; AR #37290723; AZ #ROC340281 (KB-1 Dual Building Contractor License) CA B#991832; CO MP030000763; CT #HIC.0639387 #MCO.0903044; #HIC.0566468; DC #420222000012; #410522000535; DE #DE-2021-000001841; FL #CRC1327732 #CGC1531687 #CCC1326824 #CGC1508417 #FRO6140; GA #GCLT-CO000422 #GCLT-CO000421 #GCQA006895 #GCCO006889; #CN208589; HI #CT-33489; IA #C110383; ID #RCE-36837; IL #104.016796; IN #PC12000047; CO52100003; PC12000047; KS #21-012652; LA #LMP15296; #CL.69642; #866245; MA #CSL-081810; HIC#148688; MD #143468; #107639-10; MI #2102144445; #242200453; #2101165238; MN #BC692087; MB682496; MS #18898; #24721-MC; MT #161006; NC #70220; ND #000042957; NE #23319-21; NM GB98#408449; NV #0079079; NY #2106326-DCA; WC-27241-H14; ME-48295; #H-20080; #MP-44066; #HF-63803; #HI-63767; OK #0002337/16238; #8005039-2021; #00200358; 204908; OR #202237; PA PA174402; RI #GC-20575; SC #RBB.51013; #CLG.118696.GC; CLM115764; TN #3070 #00064743; TX #EC29349 #EC27606 #TACLA116836E #246 #M-43442; #325084; UT #9002087-5501; VA #2701036596; WA #LOWESH863DH; WI #DC-031000124 #DCQ-081800073; DCQ-090900098; WV #WV014656 See Lowes.com/licensing for current license numbers.

IMPORTANT: This is an estimate only. This estimate is subject to change and does not bind you or Lowe's. This estimate is not a contract nor will it modify any future contract you may sign with Lowe's for the installation services. You may accept this proposal only by signing the appropriate Services Solutions Installed Sales Contract with Lowe's and making payment according to the terms and conditions therein. (Estimate good for 30 days. Roofing, Gutters and Fencing Estimates are good for 7 days). Installation fees will be, and additional charges may be, based on total product required to fulfill order (including waste). If you would like to discuss the measurements or would like a copy of this document, please contact the Lowe's Store Associate. Please review your contract carefully for all charges prior to signing.

MERCHANDISE AND INSTALLATION SUMMARY: (I.E. ITEM NUMBERS, COLORS, DIMENSIONS, CONSIDERATIONS):

Split Rail Fencing

Product

Is the removal of any fencing or fencing materials being performed? No

If the fence is painted, can the customer verify that the fence was not painted prior to 1978? No

Fencing Project

Installation of 284LFT of new Wood Pressure Treated Split Rail fencing.

Fence to be install around basketball court.

(1) 4' Walk Gate to be installed in middle.

All posts to be set in concrete.

Customer will take care of permitting if necessary.

Project Preparation Process

- Dedicated project support staff keeps you up-to-date through every step of the process
- Installer conducts Pre-Installation Inspection
- Provides appropriate protection to home during installation
- Obtain & post any necessary permits

Installation Process

- Mark and prepare post hole locations
- Install posts and backfill holes with concrete
- Install fence material (gates, hardware, fasteners, etc.)
- Remove/haul away existing fencing material
- Follow all Health and Safety Guidelines

Clean-up/Final Inspection

- Complete final clean-up and haul away all job-related debris
- Test product & perform complete inspection with customer
- Review warranty information

QUOTE TOTAL \$10,196.00
Payment (100%) \$10,196.00

Chain Link Fencing

Product

Chain-Link Fencing

Installation of 284LFT of new Chain-Link fencing.

Fence Height: 4'

Color: Black

Install tension wire along bottom of fence.

Fence to be install around basketball court.

(1) 4' Walk Gate to be installed in middle.

All posts to be set in concrete.

Customer will take care of permitting if necessary.

Chain Link Fencing Subtotal \$9,808.00

Choose your Advantage every day with your in-home consultant

Offers valid in store and online everyday.

5% OFF*
SAVE EVERY DAY

Exclusions apply.

OR

6 MONTHS
Special Financing**
PAY OVER TIME

\$299 minimum purchase required.

OR

84
FIXED MONTHLY PAYMENTS
at 9.99% APR***

\$2,000 minimum purchase required.

OR

For in-home consultant sales.

36
FIXED MONTHLY PAYMENTS
at 7.99% APR***

\$2,000 minimum purchase required.

OR

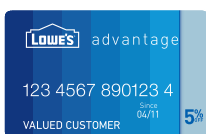
60
FIXED MONTHLY PAYMENTS
at 8.99% APR***

\$2,000 minimum purchase required.

OR

120
FIXED MONTHLY PAYMENTS
at 9.99% APR^

\$2,500 minimum purchase required.



NEW AND EXISTING CARDHOLDERS

Credit offers cannot be combined.

/**//^ CREDIT PROMOTION DETAILS:** Offers are subject to credit approval and cannot be combined. If your purchase or order is over the minimum purchase required, you will select the offer you would like. We reserve the right to discontinue or alter the terms of these offers any time.

***Get 5% off your eligible purchase or order charged to your Lowe's Advantage Card.** Valid for purchases in US stores and on Lowe's.com. 5% discount will be applied after all other applicable discounts. Customer must pay applicable sales tax. Offer can't be used in conjunction with or on: (i) other credit-related promotional offers; (ii) any other promotion, discount, markdown, coupon/barcode, rebate or offer, including any Lowe's volume or special discount programs (such as but not limited to, Contractor Pack, Buy in Bulk, Value Savings Program ("VSP"), Special Value, New Lower Price, Was: Now, Military Discount, Employee Discount, and Lowe's price match guarantee); (iii) associate discretion price adjustments; (iv) any services (such as but not limited to, rentals; extended protection/replacement plans; shipping, delivery, assembly or installation fees); (v) fees or taxes; (vi) previous sales; (vii) gift cards; or (viii) Weber, Kichler, or Miele products.

****No Interest if Paid in Full Within 6 Months.** Offer applies to purchase or order of \$299 or more on your Lowe's Advantage Card. Interest will be charged to your account from the purchase date if the promotional purchase is not paid in full within 6 months. Minimum monthly payments required. No interest will be assessed on the promotional purchase if you pay the promotional purchase in full within 6 months from the purchase date. If you do not, interest will be assessed on the promotional purchase from the purchase date. Depending on purchase amount, promotion length and payment allocation, the required minimum monthly payment may or may not pay off purchase by end of promotional period. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases.

***** For Lowe's Advantage Card purchases of \$2,000 or more, select 36 Fixed Monthly Payments at 7.99% APR; 60 Fixed Monthly Payments at 8.99% APR; or 84 Fixed Monthly Payments at 9.99% APR. The 36 and 60 month offers apply to installed sales not made at a Lowe's store. Offers are not automatic and must be selected at time of purchase. Interest will be assessed on promo purchase at a reduced APR until promo is paid in full, and fixed monthly payments are required.** Each fixed monthly payment will be approximately 3.1332% of the initial promo purchase amount for 36 months; 2.0754% of the initial promo purchase amount for 60 months; or 1.6596% of the initial promo purchase amount for 84 months, and will not be adjusted for merchandise returns which may result in paying the promo purchase in less than 36, 60 or 84 months. The fixed monthly payment calculated may be higher than the minimum monthly payment that would be required if the purchase was a non-promotional purchase. Regular account terms apply to non-promotional purchases.

^For Lowe's Advantage Card installed sales not made at a Lowe's store of \$2,500 or more, select 120 Fixed Monthly Payments at 9.99% APR. Interest will be assessed on promo purchase at a reduced 9.99% APR until promo is paid in full, and fixed monthly payments are required. Each fixed monthly payment will be approximately 1.3210% of the initial promo purchase amount and will not be adjusted for merchandise returns which may result in paying the promo purchase in less than 120 months. The fixed monthly payment calculated may be higher than the minimum monthly payment that would be required if the purchase was a non-promotional purchase. Regular account terms apply to non-promotional purchases.

****/***/^ For New Accounts:** Standard APR is 28.99%. Minimum interest charge is \$2.00. Existing cardholders should see their credit card agreement for their applicable terms. Only one credit related promotional offer can be applied to any one item on a sales receipt. The "purchase date" for an item is the date it is charged to your account. Your account will be charged immediately for an item, unless otherwise provided on your order sales receipt. Excludes Lowe's Business Credit Accounts, Lowe's Visa® Accounts and all Lowe's Canada Credit Accounts.

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GET IT INSTALLED

Fence Installation

If you have questions or need to make any changes to your installation, please call our Lowe's Installation Support Team.

Call 888-516-1010 in these states:

AL, FL, GA, KY, LA, MS, NC, SC, TN

Call 877-505-4923 in these states:

CT, DE, DC, IL, IN, IA, ME, MD, MA, MI, NH, NJ, NY, OH, PA, RI, VT, VA, WV, WI

Call 877-695-7664 in these states:

AK, AZ, AR, CA, CO, HI, ID, KS, MN, MO, MT, NE, NV, NM, ND, OK, OR, SD, TX, UT, WA, WY

Here's What to Expect:

- The products for your project will be custom ordered as soon as you purchase, and we will let you know your installation timeline.
- While your product is being prepared any permits necessary for your project will be pulled by Lowe's or Lowe's Independent Contractor.
- Once your materials are ready and the permit is pulled the Independent Contractor will schedule your installation.
- Materials will be delivered directly to the job site.
- Installation kicks off!
- Once the project is complete, the Independent Contractor will ensure you are pleased with the completed project.
- Wood products require maintenance! You will need to stain or seal wood that has been installed within 60-90 days after the job is complete.
- Lowe's will be with you during your entire project with start-to-finish project management.
- Lowe's will not paint, seal, or stain fences.
- Review warranty and product instructions with you

Please note:

- Customer is responsible to inform us if property is governed by Historic District Regulations or HOA

Remember, in order to be a part of the Lowe's program Independent Contractors pass the toughest rating test of all - yours. All Independent Contractors are background checked, licensed (where applicable) and insured.

Unforeseen Work. Once your existing product has been removed, it's possible the Independent Contractor notices that there is unforeseen work or repair required to complete your installation. Items such as surface preparation on plywood, concrete or other surfaces, rotten/damaged wood or other surfaces, structural issues, moisture barrier, etc. Additional charges may apply.

Pre-Installation Checklist:

- Ensure the work area is accessible and clear of all debris
- Call 811 and request a utility survey and to ensure all known utilities and underground lines are identified and marked prior to the scheduled installation date
- Validate your property lines with local municipality to ensure the fence is installed within your property
- Ensure unmarked irrigation lines, sprinkler heads, septic tanks or fields, or other utility lines are identified and marked prior to the scheduled installation date
- Both children and pets should be protected from construction. Customers need to keep children and pets away from work areas
- If your project requires a permit, the permit will be posted on jobsite and must remain posted until inspections are complete.
- An adult 18 or older must be present during installation
- That's it! Sit back and enjoy your fence installation completed through Lowe's!



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Installation services guaranteed by Lowe's labor warranty & available thru independent contractors, licensed, & registered where applicable. License numbers & certifications held by or on behalf of Lowe's Home Centers, LLC. See [Lowes.com/licensing](https://www.lowes.com/licensing) for current license numbers.





Liability Waiver - 2023

All players must agree to our waiver before joining in on any of the fun!

*The Towns of Grand Isle, North Hero, Isle La Motte and Alburgh,
The Vermont State Parks & The Islands Pickleball Association*

Waiver and Release

In consideration for participation in athletic activities including but not limited to pickleball, the undersigned ("**Participant**") hereby acknowledges and agrees as follows:

1. Waiver of Claims / Release of Liability. Participant acknowledges that activities and sports are inherently dangerous activities involving physical contact and activities with other persons, and Participant's participation is completely voluntary. Participant hereby agrees to waive, indemnify, hold harmless, and defend the Towns of Grand Isle, North Hero, Isle La Motte, Alburgh, the Vermont State Parks and the Islands Pickleball Association (operator), and their respective employees, agents, officers, staff and volunteers), from any and all claims arising out of Participant's participation in the activity, whether resulting from physical, mental, or emotional injury, loss, theft, or property damage (collectively, "Injuries"). Participant further acknowledges that the school, and their respective employees, agents, officers, staff and volunteers are intended third party beneficiaries of this Waiver and Release. Participant further agrees that in no event shall Towns of Grand Isle, North Hero, Isle La Motte or Alburgh, and the Vermont State Parks be liable to Participant or its guests for any Injuries suffered in connection with participation in the activity. Participant further acknowledges that this Waiver and Release shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Participant further acknowledges that the scope of this Waiver and Release includes Participant's travel to, from, and time during activities.

2. Assumption of Risk. Participant knowingly and freely assumes all risks related to and/or arising out of any activity associated with the activity, both known and unknown, including negligence on the part of the activity. Participant fully assumes responsibility for Participant's participation, including Participant's own negligence and intentional torts against third parties.

3. Representations and Warranties of Health. Participant represents and warrants that Participant is in good physical condition and able to safely participate in the activity. Participant agrees to comply with the stated and customary terms, conditions, and rules of activities, none of which serve to modify this Waiver and Release. If Participant observes any unusual and/or significant hazard during activities, Participant agrees to remove him/herself from participation and notify hosting staff members (Recreation Department) and/or IPA members immediately of such hazard. Participant agrees that Participant will not exceed Participant's physical or other abilities during any activity. Participant acknowledges and agrees that the school has made no recommendations or determinations as to Participant's fitness or ability to participate in the activity. Participant represents and warrants that Participant may consult with Participant's physician regarding physical activity, and shall not engage in any activity which is more rigorous than that which is recommended by said physician. Participant further agrees that Participant shall not participate in any activity if injured, ill, in poor health, or in any condition or circumstance which might make participation in activities dangerous to Participant or other persons.

5. Alcohol and Drug Policy. Participant further agrees to refrain from bringing and/or consuming alcoholic beverages and unlawful drugs at all venues and/or locations where prohibited, including but not limited to, all venues and/or locations owned by third parties. Alcohol, tobacco products, and drugs are not permitted on school property.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY AND INTEND TO COMPLETELY AND UNCONDITIONALLY RELEASE THE TOWNS OF GRAND ISLE, NORTH HERO, ISLE LA MOTTE, ALBURGH, THE VERMONT STATE PARKS AND THE ISLANDS PICKLEBALL ASSOCIATION FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF ANY ADULT SPORTS ACTIVITY.

I, **Participant**, hereby acknowledge and agree that I am over eighteen (18) years old and I have read, understood, and agree to the content of this Waiver and Release.

Print Name: _____

Signed: _____

Date: _____

Email: _____