

Regular Selectboard Meeting
18 September 2024
6:00 PM
Town Office at Isle La Motte School and via Zoom

In Attendance: Peter Brzozowy, Mary-Catherine Graziano, Cary Sandvig, Pat Treckman, Joe Deller, Rusty Spaulding, Deb Spaulding, John Yartz, Bruce Noble, Brenda Luciano, Esquire, Allen Hall, Michael Frett (*The Islander*), Anne Jobin-Picard, John Beaulac, Erin Gilligan (via Zoom), Sylvia Jensen (via Zoom), Cathy Tudhope (via Zoom)

1. **Call to Order:** Meeting was called to order at 6:00 PM by Selectboard Chair Peter Brzozowy.
2. **Additions to Agenda:** Chair Peter Brzozowy advised that the Selectboard had received notice of an Open Meeting Law Violation stemming from activities surrounding the prior meeting's snow removal bid discussion and award announcement. The Board acknowledged the violation issued by Fisher & Fisher Law Offices, P.C. on behalf of John Yartz and stated that the requested cure would be made during today's meeting in order to satisfy the remedy. The Board advised that it had failed to explain the basis by which the Executive Session had been entered to discuss the bids and upon exiting the session it did not motion to approve the award to the contractor. The cure will be to review all bids in public, ratify the announcement of the awarded contractor, and execute the contract. The Board regrets these oversights and will revise its policies and procedures to prevent such violations in the future. Additionally, Rusty Spaulding requested time to discuss the next roadside tree trimming bid, which will be reviewed if time permits.
3. **Administration**
 - *Approve Selectboard Meeting Minutes from 9/4* - A motion to approve the Regular Meeting meetings was made by Pat Treckman, seconded by Cary Sandvig, all in favor.
 - *Board of Listers*
 - Errors & Omissions - There were two camper-related errors to be corrected, both of whom had removed their trailer; total errors to be corrected to the Grand List amounted to approximately \$33,000. A motion to approve the changes was made by Cary Sandvig, seconded by Joe Deller, all in favor.
 - Reassessment Status - Chair Mary LaBrecque advised that final preparations of the next RFP were in progress and the Board of Listers would meet in the coming weeks to finalize the document prior to presenting it formally to the Selectboard. The possibility of performing a statistical reassessment was discussed but is deemed highly unlikely to be approved despite the backlog of reassessments that need to be performed state-wide versus the number of firms available to complete the work.
 - *Warrants for payroll & payables*
 - 11 September 2024 - Payroll in the amount of \$2,463.14. A motion to approve was made by Pat Treckman, seconded by Joe Deller, all in favor.
 - 11 September 2024 - Payroll Transfer for the Internal Revenue Service and Vermont Department of Taxes in the amount of \$530.36. A motion to approve was made by Pat Treckman, seconded by Cary Sandvig, all in favor.
 - 18 September 2024 - Payables in the amount of \$14,047.62. A motion to approve was made by Joe Deller, seconded by Pat Treckman, all in favor.
 - *Treasurer Update Session*
 - Quarterly Financial Report - Treasurer Mary LaBrecque provided the financial reports to the Selectboard and presented an overview. Mary-Catherine Graziano advised that a more detailed review by the members may prompt additional questions, to which Ms. LaBrecque agreed should be emailed to her for follow-up. It was noted that the education payment will be made in September. Cary Sandvig requested clarification regarding the other expenditures coded to the website line item, as the total year to date appeared to include expenses in addition to the cost of the website host.
 - Trustees of Public Funds - review/approve payment outstanding - It was agreed to reimburse the Trustees \$75,000 as budgeted, leaving approximately \$14,000 due which was planned for budgeting in 2025 by motion of Mary-Catherine Graziano, seconded by Pat Treckman, all in favor. The payment for the balance may be paid this year in order to lessen the interest expense due as the funds are available.
 - FHWA-536 Local Highway Finance Reporting Survey - review paperwork due at year-end - The Board discussed the local highway spending reporting due at year-end, which Ms. LaBrecque advised it would be tracked for completion.

4. Contracts/Grants/Bids

- *Snow Removal*

- Open Meeting Law Violation and Cure - Chair Brzozowy continued the earlier conversation by making a motion for the Selectboard to acknowledge the Open Meeting Law violation and cure the violation by ratifying the snow removal contractor recommendation made at the meeting held on September 4, 2024, seconded by Cary Sandvig, all in favor. Mr. Brzozowy reiterated that the Executive Session was entered to protect the Town and the bidders from the sharing of privileged information in the event any of the bids were discarded and that premature public knowledge may have been detrimental to future bids. Additionally, his use of the term “winner” was an oversight and was intended to reflect the consensus of the Board during their complex Executive Session reviewing the bids, not to cause any harm.

A public review of the four bids received was then presented in order of original review, again noting that cost, relative experience, equipment availability, and contingency planning were the four key factors in the decision. To summarize:

| CONTRACTOR | THREE-YEAR CONTRACT BID |
|----------------------|-------------------------|
| G&G Lawn Care | \$535,000 |
| Noble’s Construction | \$504,000 |
| Palmer Construction | \$772,725 |
| John Yartz | \$600,000 |

The consensus made on September 4, 2024 was to award the contract to Noble’s Construction. Cary Sandvig moved to approve Chair Brzozowy’s request to ratify the decision, seconded by Pat Treckman, all in favor.

Questions were then taken from attendees, with one attendee, John Beaulac, stating that he would have bid on the job but had understood the bid requirements which he had interpreted differently than the Selectboard intended, a statement that was also voiced by John Yartz; both gentleman understood that prior ownership of equipment required for the job was necessary to show experience and thus bid on the work. Proof of equipment, registration, and insurance ready for the onset of the contract was required for submission of the bid, a requirement that was met by the awarded bidder and all documentation was attached to the bid. Mr. Yartz stated that awarding the contract to a contractor inexperienced with the equipment and the complexities of the work was a risk for the Town.

At this time, Cary Sandvig stated that it was not incumbent upon the Selectboard to convince the public of their decision; it is the Selectboard’s sole purview to award contracts for Town work and the Board takes responsibility for ensuring the snow removal and ice mitigation work is performed as required. The Board noted that they have awarded the contract to the bidder who has stated they can complete the work as described while saving the Town \$96,000 over the next three years versus the prior three-year contract. The Selectboard indicated that they stand behind their decision and consider their requirements per the request of Mr. Yartz’s attorney satisfied. A motion was made by Cary Sandvig to award the work to Noble’s Construction and sign the multi-year contract for snow removal and ice mitigation, seconded by Pat Treckman, all in favor. **A copy of the awarded bid and signed contract will be attached as an exhibit to the meeting minutes.** The other bids may be reviewed by the public upon request at the Town Office.

- Salt and Sand Purchase Discussion - Services for sand and salt were reviewed and arrangements are in progress. Bruce Noble will determine needs and communicate deliveries, as necessary.
- *IT Managed Services - status of services, .GOV update from Rural Solutions* - Cary Sandvig indicated that Rural Solutions monthly support would begin on October 1st and that invoicing was forthcoming. The transition to the .GOV platform will begin immediately.

A review of the previously approved Owl AV system was held, and it was determined that the solution may be a good option for the meeting room but that a more robust system would need to be sourced for the larger community room, especially for Town Meeting Day. Cary Sandvig will work with Rural Solutions on options, as well as for the upgrade of the laptop in the meeting room. A discussion of sourcing a tablet for the Listers was reviewed, which will improve their efficiency when surveying homes enabling them to draw property modifications more accurately during inspections.

5. Roadways

- *Road Commissioner Report* - The project on West Shore Road/School Street is in progress and will be completed before month-end. Members of the Board expressed their thanks for the collective effort of the parties in seeing the work through to completion which will allow for the receipt of grant funds. It was noted that the Town owns a compactor which is maintained and stored by the Spaulding for which an hourly rate will need to be established for the expense portion of the grant paperwork. Paving of the intersection is outstanding and is being coordinated, and there are now two culverts in inventory for future projects. Cary Sandvig requested a record of the work that Rusty Spaulding has completed on behalf of the Town for future reference, as well as an inventory of Town road and emergency equipment that is on hand, to include the compactor and generators. Potholes in a recurring spot on West Shore have been reported via the Road Issues form and through Pat Treckman; work has been approved, but is pending John Yaratz's availability to complete once work on the aforementioned grant project is complete. Pat Treckman also requested that washouts on the southern end of East Shore Road be inspected. Options for alternate materials for the filling of the potholes were discussed and will be considered.
- *Road Inventory - discuss preparing in advance of budget* - The Board discussed the existence of a road inventory of deficiencies, which may include culvert work pending; Art Larvey and Selby Turner both may have been involved in the preparation, a copy of which should be in the binder in the Town Office. A sensitive road location inventory should be prepared and on hand for budgeting purposes and for prioritization of work in the future. Northwest Regional Planning Commission (NRPC) has completed some work on this, and Mary-Catherine Graziano will follow up with them for assistance. It was also advised that the VTTrans signage grant project was approved but calls for status updates are going unanswered; Rusty Spaulding will chase the project management firm for an update. There are several road signs and posts missing which will need to be purchased.
- *Roadside Tree Trimming* - A draft of the bid document was reviewed and will include all roads with the exception of Main Street. It was decided to close out the current contract for Main Street work via formal letter and in a special meeting prior to publishing the request for proposals for the remainder of the roadside tree trimming. It was stated that the contractor had been paused on the Main Street trimming when VEC announced it would be conducting line trimming, but that the contractor could not be reached to discuss resuming work following VEC's completion.

6. Town Business

- *ARPA Funding* - The Board continued the discussion of creating a reserve account for the ARPA funds. Mary-Catherine Graziano and Cary Sandvig reviewed their findings from discussions with representatives from the Vermont League of Cities & Towns (VLCT), stating that VLCT recommended that a resolution for the transfer of funds be recorded and agreed upon at a public meeting no later than October 1, 2024, after which an article regarding the transfer of funds would be warned for public vote at the November general election. The Board established the wording for both the resolution and the article and will hold a special meeting on Wednesday, September 25, 2024 to record and approve the plan for the transfer of funds. It was noted that a similar process will need to be followed to establish funds for a Capital Reserve in the general account and a Highway Reserve in the highway account for public vote in March 2025.
- *Selectboard Oversight - discuss next draft of internal/public versions* - Discussion will be deferred to the next meeting.
- *Dog Ordinance - review final comments, approve ordinance for public review period* - Discussion will be deferred to the next meeting.
- *Recreation Department - conditional approval to submit AARP winter grant application* - The department has requested approval to submit a grant application to fund the repair of the fire suppression system in the community room kitchen. Motion to approve the request was made by Cary Sandvig, seconded by Pat Treckman, all in favor.

7. Other Business: There was no other business to be discussed at this meeting.

8. **Adjourn:** The meeting was adjourned at 8:48 PM, motioned by Cary Sandvig, seconded by Pat Treckman, all in favor.

Respectfully submitted on 21 September 2024 -
Andrea Carbone

Peter Brzozowy, *Chair*

Mary-Catherine Graziano

Cary Sandvig

Joe Deller

Pat Treckman

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

TOWN OF ISLE LA MOTTE

INFORMATION FOR BIDDERS
AND CONTRACT FOR
SNOW REMOVAL AND ICE CONTROL SERVICES
2024 - 2027

INFORMATION FOR BIDDERS

The Town of Isle La Motte, Vermont is seeking bid proposals for SNOW REMOVAL and ICE CONTROL Services. Persons interested in this work should read the Contract (attached) and also posted on our website as a part of the bid proposal at islelamotte.us. You may stop at the Town Offices during usual business hours for a printed copy of the document and for submittal of proposals. The contract is not valid unless or until it is accepted by the Town.

Bids are due by **4 p.m. on September 3, 2024** and will be opened at the next scheduled Selectboard meeting held at 6 p.m. on September 4, 2024 at the Isle La Motte Town Hall, 42 School Street Ext. Any bid received after this deadline may not be considered at the sole discretion of the Town of Isle La Motte. A bid form, to be completed and submitted, is included at the end of this packet.

The Town of Isle La Motte reserves the right to reject any, and all proposals and may negotiate with an apparent successful bidder to modify the scope of work as indicated in the contract document.

Bid proposals must be submitted in a plain envelope marked, **"2024 Snow Removal"** and also include the complete, executed (by contractor) contract document. The proposal must be submitted to:

2024 SNOW REMOVAL
Town of Isle La Motte
42 School Street Ext.
P.O. Box 250
Isle La Motte, VT 05463

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

CONTRACT

This CONTRACT ("Contract") is made by and between the Town of Isle La Motte, Vermont ("Town") and Noble's Construction, LLC ("Contractor") for the purpose of providing snow removal and ice control on the TOWN'S roads and in designated locations.

In consideration of the mutual agreements and consideration herein, the parties (Town and Contractor) agree as follows:

1. SCOPE OF WORK

The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all of the terms, conditions and representations of the same on the following areas: 1. All Isle La Motte Class 2 and Class 3 town highways other than Lighthouse Point Road and Lockerby Lane, 2. The entryway road and parking lot at Town Hall (42 School Street Ext.). The town will set priorities of the maintenance of the roads to be followed by the Contractor. These are generally described in the Appendix A, but may be altered by the Town during specific storm events or due to other conditions at the discretion of the Town through its Road Commissioner and/or the designated Selectboard member liaison or chair. In all instances, the goal of this Contract is to maintain roadways and other designated public areas in a safe and passable condition during ice and storm events.

The Contractor will keep all intersections clear for visibility and safety.

The Contractor will keep all roads adequately salt/sanded, the most critical and prioritized areas being described under Sanding Priorities in Appendix A.

Salt-sand mix for sanding will be purchased by the Town and stored at the Town Salt Shed for the Contractor's use. Loading of such mix onto Contractor's vehicles is the responsibility of the Contractor.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

2. TERM OF CONTRACT

The term of this Contract is for three winter seasons, from the Winter of 2024-2025 through the Winter of 2026-2027. Each season shall commence as of October 1 and end as of April 15.

The Contractor and its agents and employees, during the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the Town. Any manpower required to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with state and federal laws including, but not limited to, worker's compensation law, employment security law and minimum wage law.

3. CONTRACT SUM AND PAYMENT SCHEDULE

3.1 The Town shall pay the Contractor for the performance of the Contract as follows:

2024 - 2025 Winter Season (runs Oct. 1, 2024 - April 15, 2025) \$ 168,000⁰⁰
2025 - 2026 Winter Season (runs Oct. 1, 2025 - April 15, 2026) \$ 168,000⁰⁰
2026 - 2027 Winter Season (runs Oct. 1, 2026 - April 15, 2027) \$ 168,000⁰⁰

TOTAL CONTRACT SUM: \$ 504,000⁰⁰

3.2 Each Winter Season's payment shall be made in six (6) equal installments on the first of each month beginning in October of each of the three Winter Seasons.

3.3 The Contractor shall be responsible for paying all bills for labor, materials, equipment, fuel and other items incurred in the performance of this Contract.

4. WORK STANDARDS

4.1 The Contractor shall commence plowing and sand and salt application operations no later than when snow on the pavement has reached a depth of two inches. (See VT Agency of Transportation Snow and Ice Removal Plan guidance for best management practices to be followed, as applicable.) Sand and salting shall commence upon any accumulation of ice on roads. The Contractor shall also be required to adequately control drifting at all times (drifting is defined as a vertical depth of five inches, ten feet wide in the direction of travel, and covering one-half of the traveled highway surface). To that end, the Contractor, if they so desire and at their expense with no cost to the Town, may, with Town approval, install snow fencing. If installed, such fencing must be removed by April 15 of each year of the contract.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

The Town may direct (through the road commissioner, or Selectboard chair, if the road commissioner is unavailable) that plowing and sand/salt application commence under different conditions as may be necessary to protect public safety under specific road or storm conditions. The Contractor will keep all intersections clear for visibility and safety.

The Contractor shall have cell phone or radio capability to communicate with the Town when needed.

4.2 The Contractor shall use appropriate methods and practices of plowing and sand and salt application to ensure continuity of operations with adjacent plow routes that may be addressed by the state of Vermont or other contractors. Such methods shall also ensure that the speed of plows is low enough to allow efficient plowing and sand and salt use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway. Vermont Agency of Transportation Snow and Ice Control Plan guidance for best management practices shall be followed, as applicable.

4.3 The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 5:00 a.m. to 8:00 a.m. and during the evening commuter hours from 2:00 p.m. to 7:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional sand and salt usage. *It will not be a problem*

4.4 During the day following the end of each storm, the Contractor shall assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms. *This is something I learned a long time ago, when you're doing driveways and narrow private roads, you have to plan for this constantly.*

4.5 The Contractor is required to have the necessary snow removal and road sanding equipment to perform the required work, as well as backup equipment in the event of breakdowns, and proof of having such equipment must be included in the bid submittal. At a minimum, equipment should include two plow/spreader trucks of adequate size and two front end loaders, one of which must be four wheel drive. *I have all the necessary equipment!*

Equipment breakdown is the sole responsibility of the Contractor and in no way shall be considered to be a cost overrun. In addition, such breakdowns shall not result in the interruption of Town road care and public usage as spelled out under this Contract. If for any reason the Contractor should fail to or be unable to perform the work required under this Contract, the Town reserves the right to hire an outside contractor to perform these duties and to recover all costs of such work from the Contractor.

4.6 The Contractor must have a contingency plan for the work in place and provide that plan to the Town, in the event the Contractor is ill or otherwise unable to do the work.

Note: For contingency Plan, on Pg 1

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

5. SAND AND SALT

Salt-sand mix for sanding will be purchased by the Town and stored at the Salt Shed for the Contractor's use. Loading of such mix is the responsibility of the Contractor.

In the application of sand and salt, particular attention shall be given to hills, curves and intersections (see Appendix A attached) and extra sand and salt will be applied at such locations as necessary to ensure safe travel conditions.

The Contractor shall give the Town three days advance notice to order more sand and salt, whenever additional sand or salt is needed at the Salt Shed.

6. INSURANCE *Refer to Pg 2. from my ^{Kinney} Insurance Agency*

6.1 At the time of the Contract signing, the Contractor shall provide an insurance certificate(s) issued by companies acceptable to the Town. The certificate(s) shall identify the specific project and shall name the Town as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage under the insurance policy(cies) will not be canceled or materially changed unless at least ten days prior notice by certified U.S. mail has been given to the Town.

6.2 Commercial General Liability. The Contractor (and any subcontractor, if approved by the Town) shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

6.3 Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles used under this Contract including any that are rented, leased, borrowed or otherwise used in connection with this Contract in an amount not less than \$1,000,000.00 per occurrence.

6.4 This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any liability provided by law.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

7. SUBCONTRACTING

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a subcontractor before approval is at the Contractor's sole risk and liability. All subcontracts of the Contractor, and any lower tier subcontracts, must contain or reference all applicable provisions of this Contract. The Contractor must promptly pay all subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due to the Contractor in an amount necessary to pay such claims, if Contractor fails to do so.

8. PROPERTY DAMAGE

The Contractor agrees to reimburse the Town for replacement of guard rail, guard rail posts, signs, signposts or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Town.

9. INDEMNIFICATION

The Contractor hereby indemnifies, defends, and holds harmless the Town and its officers, employees, agents and consultants from and against all claims, actions, torts, costs, losses and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the work by the Contractor, and if applicable, its subcontractors, subconsultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone, for whose acts any of them may be liable.

10. TERMINATION

10.1 Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Town, in its sole discretion may terminate this Contract, if the Contractor fails to begin the work as required by this Contract, or fails to perform the work with sufficient capacity and equipment and materials to meet the terms of this Contract, or discontinues the prosecution of the work or fails to resume work which has been discontinued within a reasonable time after notice from the Town to do so, or subcontracts any of the work without the approval of the Town, or becomes insolvent, files for bankruptcy, allows any final judgment to stand against them, or makes an assignment for the benefit of creditors with authorization by the Town, or fails to perform the work in substantial conformity with any material provision of this Contract as determined by the Town, or fails to perform the work in a satisfactory manner as determined solely by the Town.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

10.2 The Town may remedy such noncompliance with Town or contracted services and terminate the Contract and/or deduct the cost thereof from payments otherwise due to the Contractor.

10.3 Notice of termination, and the reasons for such termination, shall be provided in writing by certified mail or personal hand delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter is practicable.

10.4 At its sole option, the Town, in the event circumstances allow, may provide the Contractor with an opportunity to cure any of the above listed deficiencies without waiving the Town's right to terminate this Contract.

11. MISCELLANEOUS PROVISIONS

11.1 This Contract shall be governed by the laws of the State of Vermont. The Contractor shall comply with all federal, state, county and local laws or ordinances in the performance of the work under this Contract.

12. CONTRACT ADMINISTRATION

12.1 As an independent contractor, the Contractor has the right and duty to supervise and control their own employees. *All full-time people and part time have cell phones for communication.*

12.2 The Town has the right to inspect road maintenance operations and notify the Contractor of any problems, errors or non-performance. The Town may order that work be done in a satisfactory manner as it may determine. The Town may also determine or alter the priority of roads to be plowed or sanded. The Town may direct when plowing and sanding operations are to begin and end as local conditions warrant.

12.3 The following persons shall be available and authorized to accept communications and to direct operations for the Contractor. The Town shall be notified promptly of any changes to this information. Contractor representative and phone number:

Cell 802-309-1737

12.4 For the Town, communications shall be directed to the acting Road Commissioner (Rustam Spaulding at (802)928-3266, or if the Road Commissioner is unavailable or unreachable, the Selectboard chair. (Peter Brzozowy at (860)575-5332).

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

13. AMENDMENT AND SEVERABILITY

This Contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a court of law in the State of Vermont to be void or unenforceable, the rest of the Contract continues to be valid and effective.

IN WITNESS WHEREOF the parties hereby execute this Contract consisting of 15 pages, effective upon the latest date below.

FOR THE CONTRACTOR: Noble's Construction LLC

Bruce J Noble II DATE: 9/3/2024
C.E.O.
(Name and Title)

FOR THE TOWN OF ISLE LA MOTTE

Peter M. Buzgung DATE: 09-18-2024
CHAIRMAN
(Name and Title)

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

APPENDIX A

All town roads must be kept adequately plowed and sanded as described in this Contract.

The most critical sanding priority areas are: S curves coming onto and off of Isle La Motte, Nobles Hill Road, the hill and curve on Shrine Road, all intersections with Main Street, intersection of New Road and West Shore Road and the intersection of School Street and West Shore Road.

Bruce Noble Cell 802-309-1737
Noble's Construction LLC,
2036 Main Street
Isle La Motte, VT 05463

Pg. 1

4.6 The Contractor must have a contingency plan for the work in place and provide that plan to the Town, in the event the Contractor is ill or otherwise unable to do the work.

My: Noble's Construction LLC; "Contingency Plan"
I have one full time employee and three parttime employees. I am covered either way,

I am very confident that my company will perform to the town's expectations!

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

BID FORM FOR 2024-2027 SNOW REMOVAL AND ICE CONTROL
SERVICES CONTRACT

Please provide all requested information. **All sections must be completed.** Attach additional pages as necessary.

Bidder's Name: Noble's Construction LLC.
Bruce J Noble II

Bidder's Mailing Address: 2036 Main Street Isle La Motte, VT 05463

Bidder's Telephone/Cell Phone: Home 802-928-3315 / Cell 802-309-1737

Contact Person: Bruce J. Noble II

Contract Price/Sum: 168,000⁰⁰ / Contract Price/Sum⁰⁰ 504,000⁰⁰ for the three year⁰⁰

Equipment: Please list all proposed equipment that will be used (Year of vehicle, Make and Model):

Trucks 1 2007 Freightliner Plow Truck See Pg. 3

Truck 2 2014 Western Star Plow Truck See Pg. 4

John Deer 2006 Year 310 SG 4x4 Loader

New Holland 2004 TC40D 4x4 Loader

T.Y.M. 2024 40 HP 4x4 Loader

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

Insurance: Please name the insurance company and agent Bidder will be utilizing for all insurance related to this bid.

Kinney Insurance Account Service manager + operations manager
Shannon Walker 802-372 8804

(If awarded the Contract, the Contractor must submit satisfactory evidence of all required insurance to the Town before the signing of the contract)

References: Please list (or attach list) of all municipal plowing and sanding work within the past six (6) years, miles of road in towns and dates.

The Last Plowing was back in 2020.

I had 5 private roads I was responsible for windy Ridge Ln, Meadow Ln, Sunset View Ln, Westerly Views Rd, Hawks View Ln, 2001 to 2020, 1.8 miles of roads in Isle La Motte, VT 05463

These are very similar to are Town roads.

References: Bill Johnson 802-777-3169, Paul Pouliot 802-796-3010,
Steve Eley 503-802-9389

Please list (or attach list) of any plowing or related experience.

From 1986 to 2020 I was responsible for 28 private driveways
The Isle La Motte Store, Isle La Motte post office

Certification. I, the undersigned, certify that I am a duly authorized representative of the Bidder and I have read and fully understand the Town of Isle La Motte's "Contract for Snow Removal and Ice Control Services" for the 2024-2027 winter seasons. The information provided above by the undersigned shall become a part of this contract.

I further certify that the information herein is true and accurate and the Bidder is fully capable of complying with said Contract, if awarded the bid. I understand the Town of Isle La Motte reserves the right to reject any and all bids.

BY Bruce J Noble II DATE 4/3/2024

Printed Name and Title Noble's Construction LLC
Bruce J Noble II CEO



CERTIFICATE OF LIABILITY INSURANCE

Evidence of Insurance
All equipment
2 pages

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. This certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

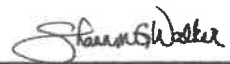
| | |
|--|--|
| PRODUCER Kinney Insurance Agency 307 Route 2 PO Box 187 South Hero VT 05486 | CONTACT NAME: Shannon Walker PHONE (A/C, No, Ext): (802) 372-8804 E-MAIL ADDRESS: Shannon@kinneyins.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Nobles Construction LLC 2036 Main St. Isle La Motte VT 05463 | |

COVERAGES **CERTIFICATE NUMBER:** CL2491311679 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | CPA5613483 | 09/13/2024 | 09/13/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | CAA5613834 | 09/13/2024 | 09/13/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 6JUB-0W71121-9-23 | 09/26/2023 | 09/26/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A | | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Isle LaMotte is included as an Additional Insured regarding General Liability, if required by written contract or agreement, subject to the terms and conditions of the referenced policy.
Workers Compensation excluded proprietor/LLC members/officers: Bruce Noble

| | |
|--|---|
| CERTIFICATE HOLDER Town of Isle LaMotte PO Box 250 Isle LaMotte VT 05463 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

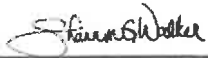


INSURANCE BINDER

DATE (MM/DD/YYYY)
09/18/2024**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.**

| | | | |
|---|--|---|--|
| AGENCY Kinney Insurance Agency 307 Route 2 PO Box 187 South Hero VT 05486 | | COMPANY ACADIA INSURANCE CO. BINDER # B2491613694 | |
| PHONE (A/C. No. Ext.): (802) 372-8804 FAX (A/C. No.): (802) 372-3159 | | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: CAA5613834 | |
| AGENCY CUSTOMER ID: 00009589 INSURED AND MAILING ADDRESS Nobles Construction LLC 2036 Main St. Isle La Motte VT 05463 | | DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) 2014 Western Star/4700SF 5KKAAVCY9EPFT1083 | |

| TYPE OF INSURANCE | COVERAGE / FORMS | LIMITS | |
|--|--|--|----------------------------|
| | | DEDUCTIBLE | AMOUNT |
| PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC | | | |
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE: | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | \$ \$ \$ \$ \$ |
| VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | COMBINED SINGLE LIMIT \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ | |
| VEHICLE PHYSICAL DAMAGE DED <input checked="" type="checkbox"/> COLLISION: 500 <input checked="" type="checkbox"/> OTHER THAN COL: 500 | <input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES | <input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT \$ | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE: | | EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ PER STATUTE | |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| SPECIAL CONDITIONS / OTHER COVERAGES | | FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ | |

| | | | |
|--|--|---|---|
| NAME & ADDRESS North Country Federal Credit Union PO Box 25493 Fort Worth TX 76124 | | ADDITIONAL INSURED LENDER'S LOSS PAYABLE <input checked="" type="checkbox"/> Lienholder | LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> |
| | | LOAN #: AUTHORIZED REPRESENTATIVE  | |