

District 1, 2
Certcode 1302-0

**CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2025**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2024 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 BRATTLEBORO in WINDHAM 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	6.420			6.420	0.000	
Class 2	13.890			13.890	0.000	
Class 3	64.64	-0.15	+0.23	-0.08	64.79	0.000
State Highway	22.275	0.089			22.364	0.000
Total	107.225	0.239			107.464	0.000
* Class 1 Lane	0.503				0.503	
* Class 4	7.83	-0.04	+0.08	-0.04	7.87	0.000
* Legal Trail	0.10				0.10	

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

DS
PO

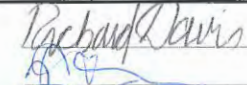
Net gain for Class 3 and Class 4 broken down into added and subtracted.
P. DeAndrea,
VTrans 2/24/2025

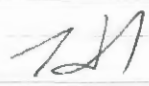
PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

- NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening"
 - +0.03 mi CL3 TH-32 (East Orchard St) added approach to TH-5; +0.02 mi CL3 TH-36 (Black Mountain Rd) added previously unmapped approach to TH-38; +0.089 mi State Highway VT-119 added road from TH-4 (Vernon St) to new bridge to NH PIN# 12210C; +0.05 mi CL3 TH-715 (Melrose St) new road; +0.10 mi CL3 TH-718 (Dettman Drive) new road
- DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
 - 0.08 mi CL3 TH-715 (Melrose St) discontinued and 0.01 mi CL3 from TH-715 assigned to TH-716
- RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).
 - +0.08 mi CL4 TH-20 (Wickopee Hill Rd) added previously unmapped approach to TH-24 and remeasured
 - +0.02 mi CL3 TH-392 (Chestnut St W.) added previously unmapped loop and remeasured
 - 0.04 mi CL4 TH-390 remeasured
- SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: 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:  Date Filed: February 19, 2025

Please sign ORIGINAL and return it for Transportation signature.

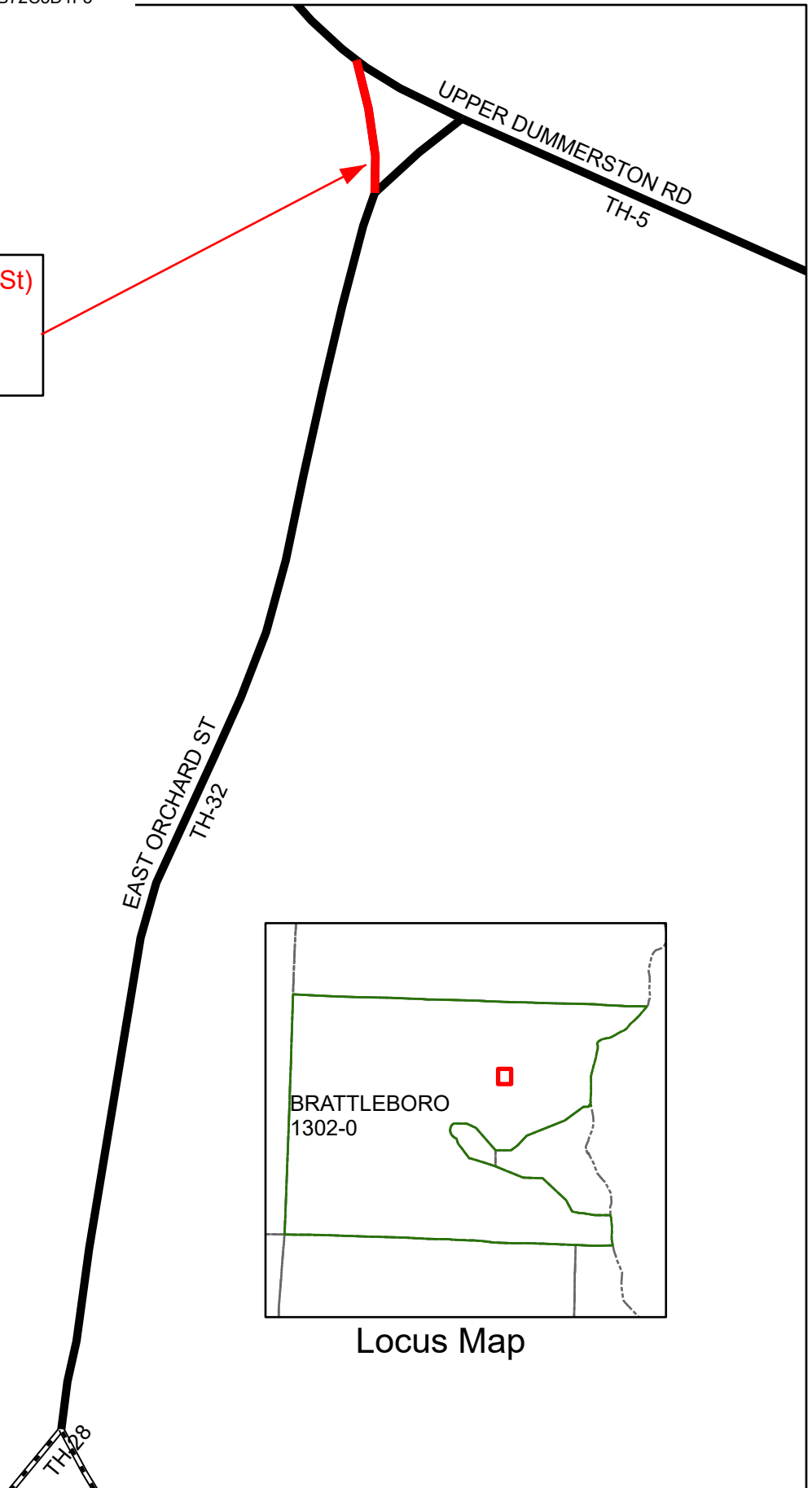
AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: 
Johnathan Croft
8B1F350F309C4C9
Representative, Agency of Transportation

DATE: 2/24/2025

**+0.03 mi CL3 TH-32 (East Orchard St)
added approach to TH-5**

(CL3 TH-32 1.43 mi to 1.46 mi)

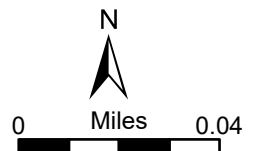


Locus Map

**Mileage Certificate Changes 2025
BRATTLEBORO TH-32**

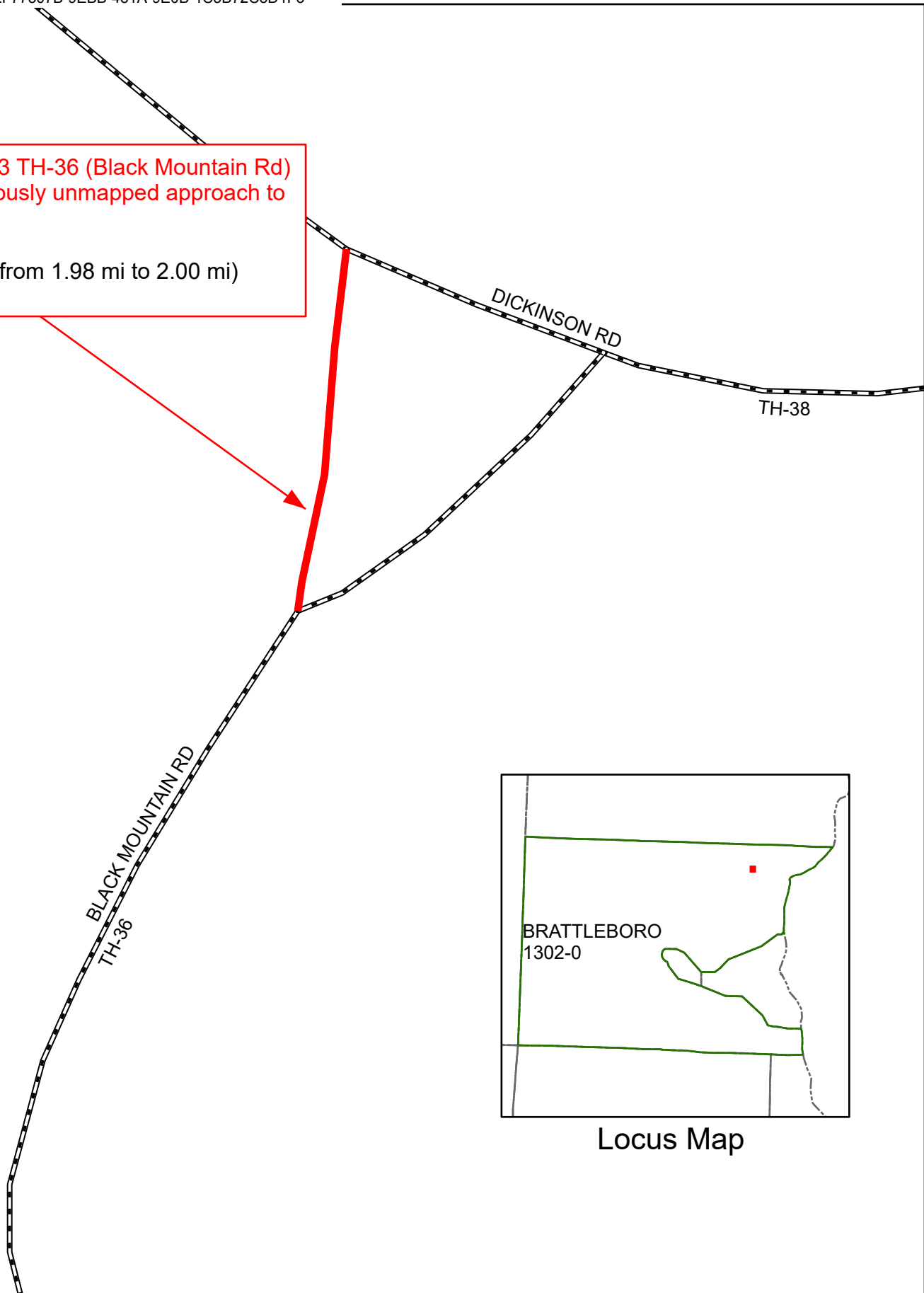
(CTUA:1302-0)
(CERTCODE:1302-0)

Mapping Section
Division of Policy and Planning
Vermont Agency of Transportation -- December 31, 2024



+0.02 mi CL3 TH-36 (Black Mountain Rd)
added previously unmapped approach to
TH-38

(CL3 TH-36 from 1.98 mi to 2.00 mi)

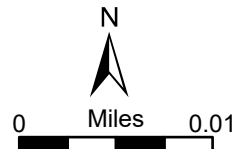


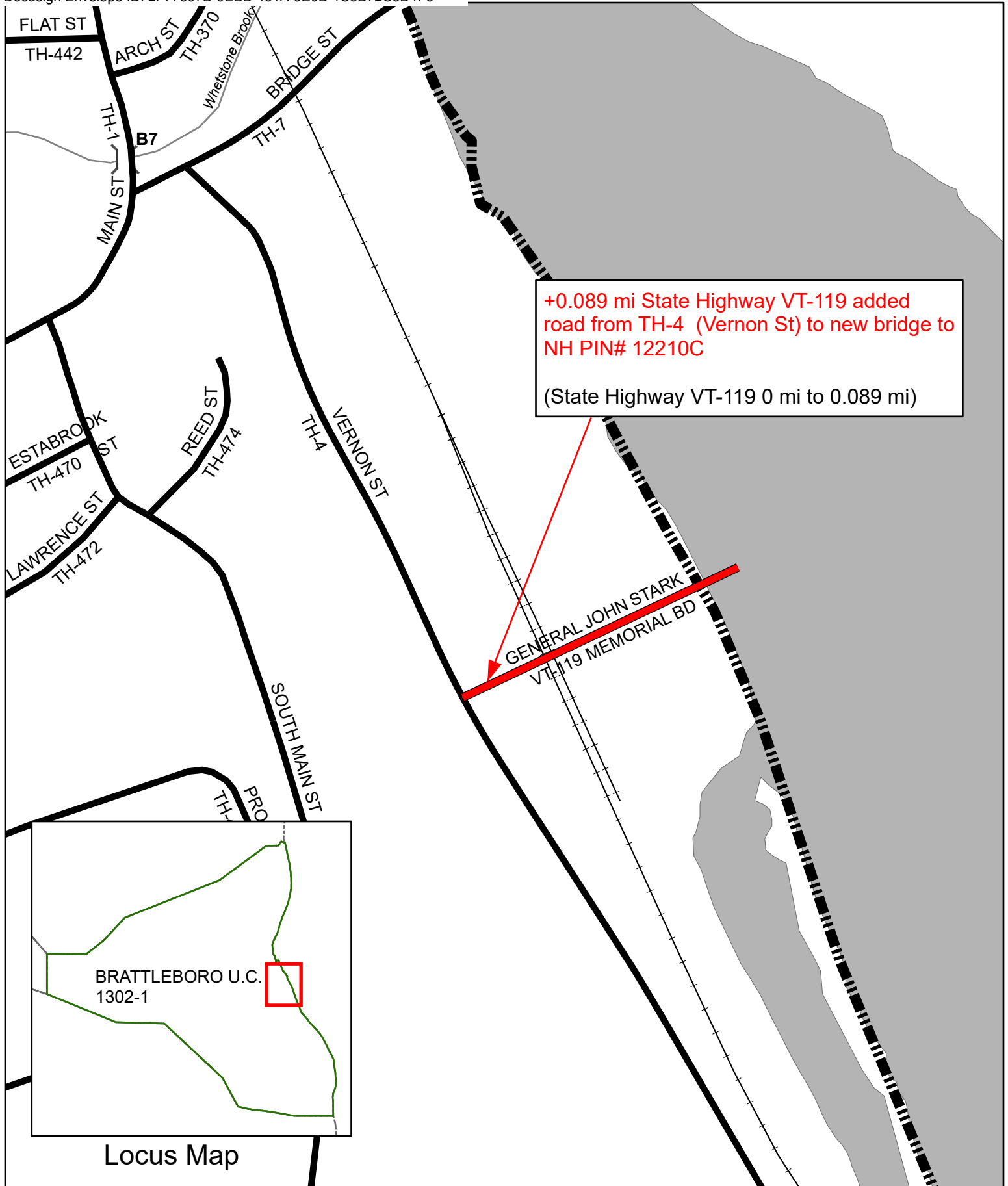
Locus Map

Mileage Certificate Changes 2025
BRATTLEBORO TH-36

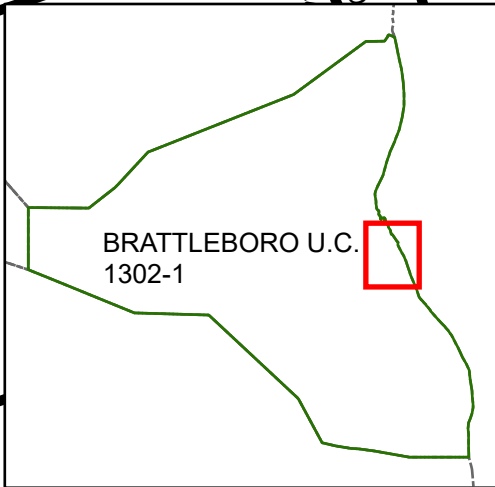
(CTUA:1302-0)
(CERTCODE:1302-0)

Mapping Section
Division of Policy and Planning
Vermont Agency of Transportation -- December 31, 2024





+0.089 mi State Highway VT-119 added road from TH-4 (Vernon St) to new bridge to NH PIN# 12210C
 (State Highway VT-119 0 mi to 0.089 mi)

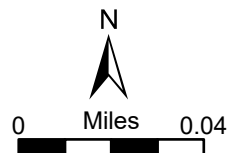


Locus Map

Mileage Certificate Changes 2025
BRATTLEBORO U.C. VT-119

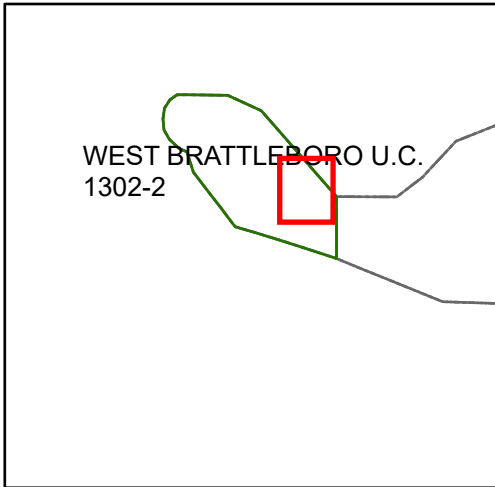
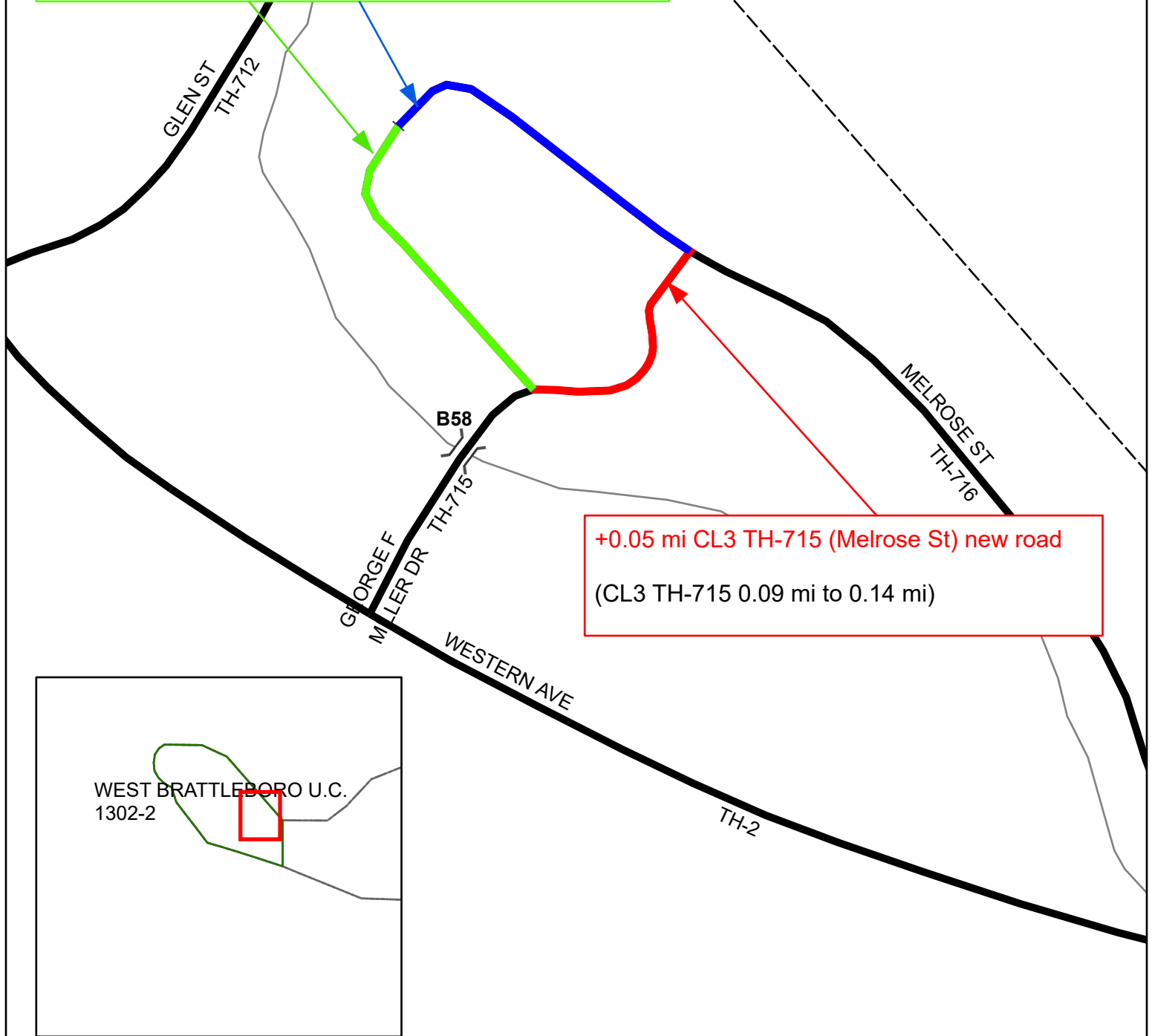
(CTUA:1302-1)
 (CERTCODE:1302-0)

Mapping Section
 Division of Policy and Planning
 Vermont Agency of Transportation -- February 21, 2025



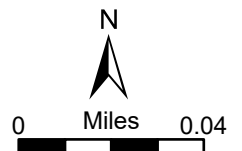
-0.08 mi CL3 TH-715 (Melrose St) discontinued
 (CL3 TH-715 0.17 mi to 0.09 mi)
 and 0.01 mi CL3 from TH-715 assigned to TH-716
 (CL3 TH-716 0.31 mi to 0.32 mi)

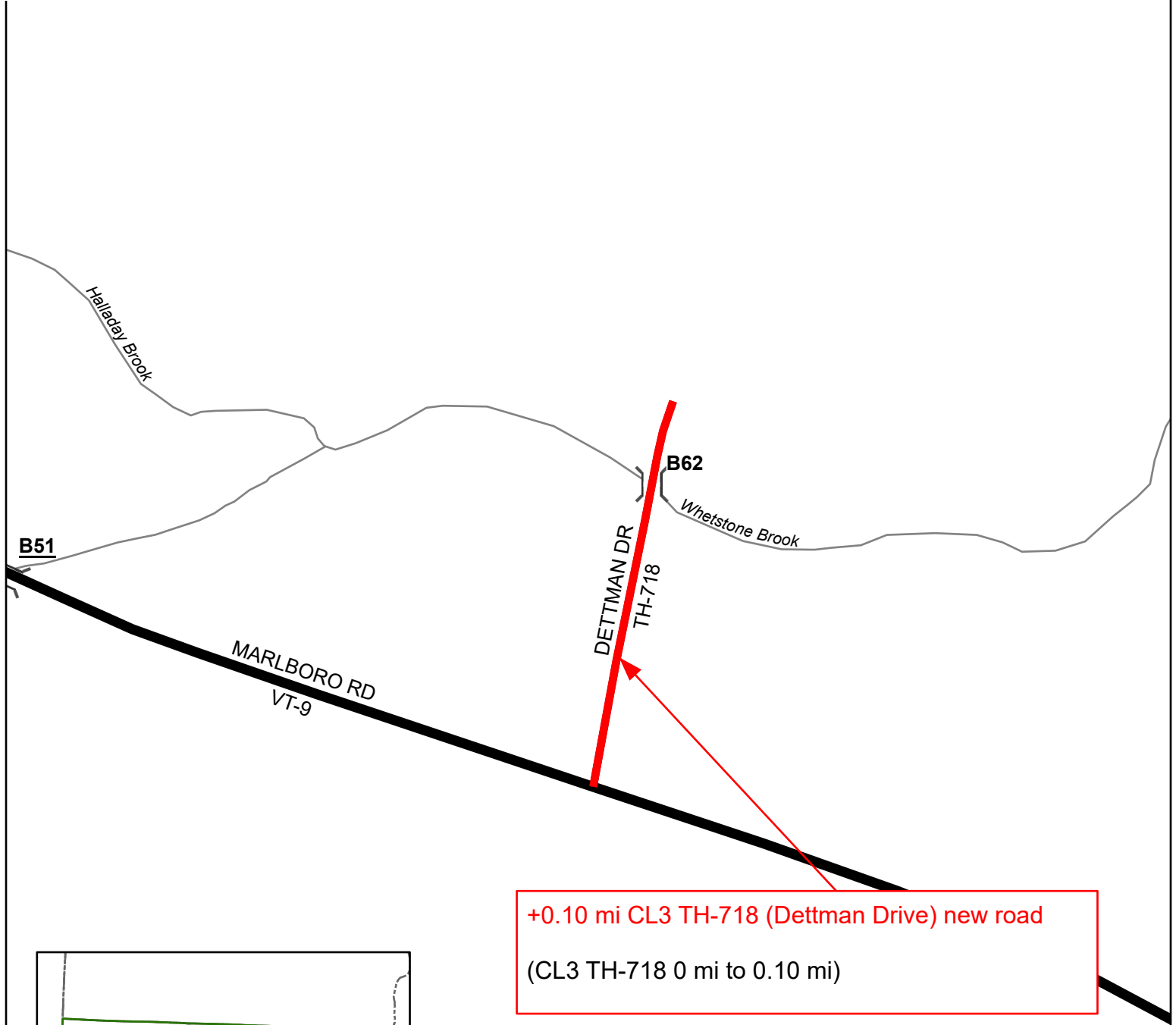
+0.05 mi CL3 TH-715 (Melrose St) new road
 (CL3 TH-715 0.09 mi to 0.14 mi)



Locus Map

Mileage Certificate Changes 2025
WEST BRATTLEBORO U.C. TH-715 and TH-716





+0.10 mi CL3 TH-718 (Dettman Drive) new road
 (CL3 TH-718 0 mi to 0.10 mi)

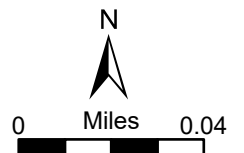


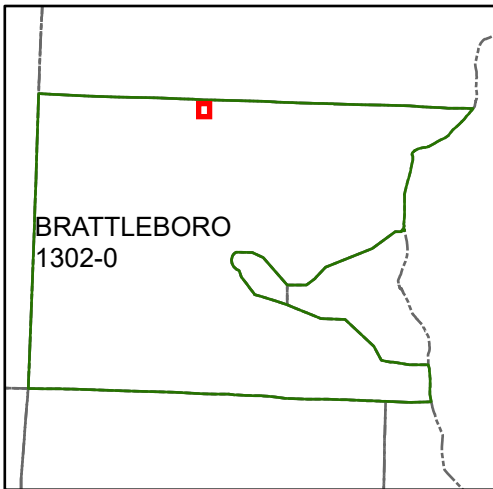
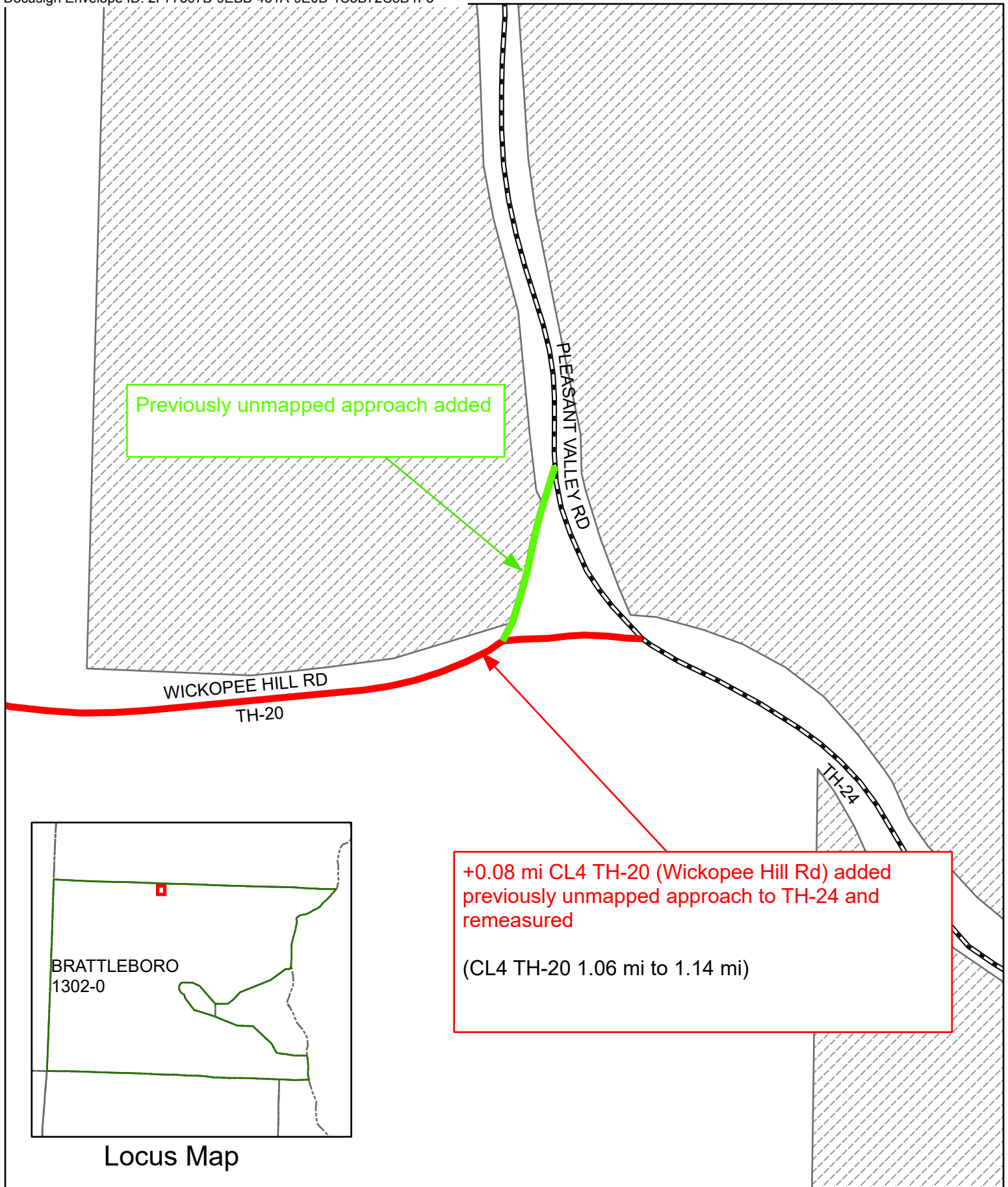
Locus Map

Mileage Certificate Changes 2025
BRATTLEBORO TH-718

Mapping Section
 Division of Policy and Planning
 Vermont Agency of Transportation -- February 21, 2025

(CTUA:1302-0)
 (CERTCODE:1302-0)



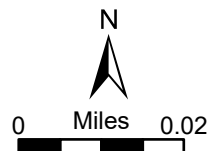


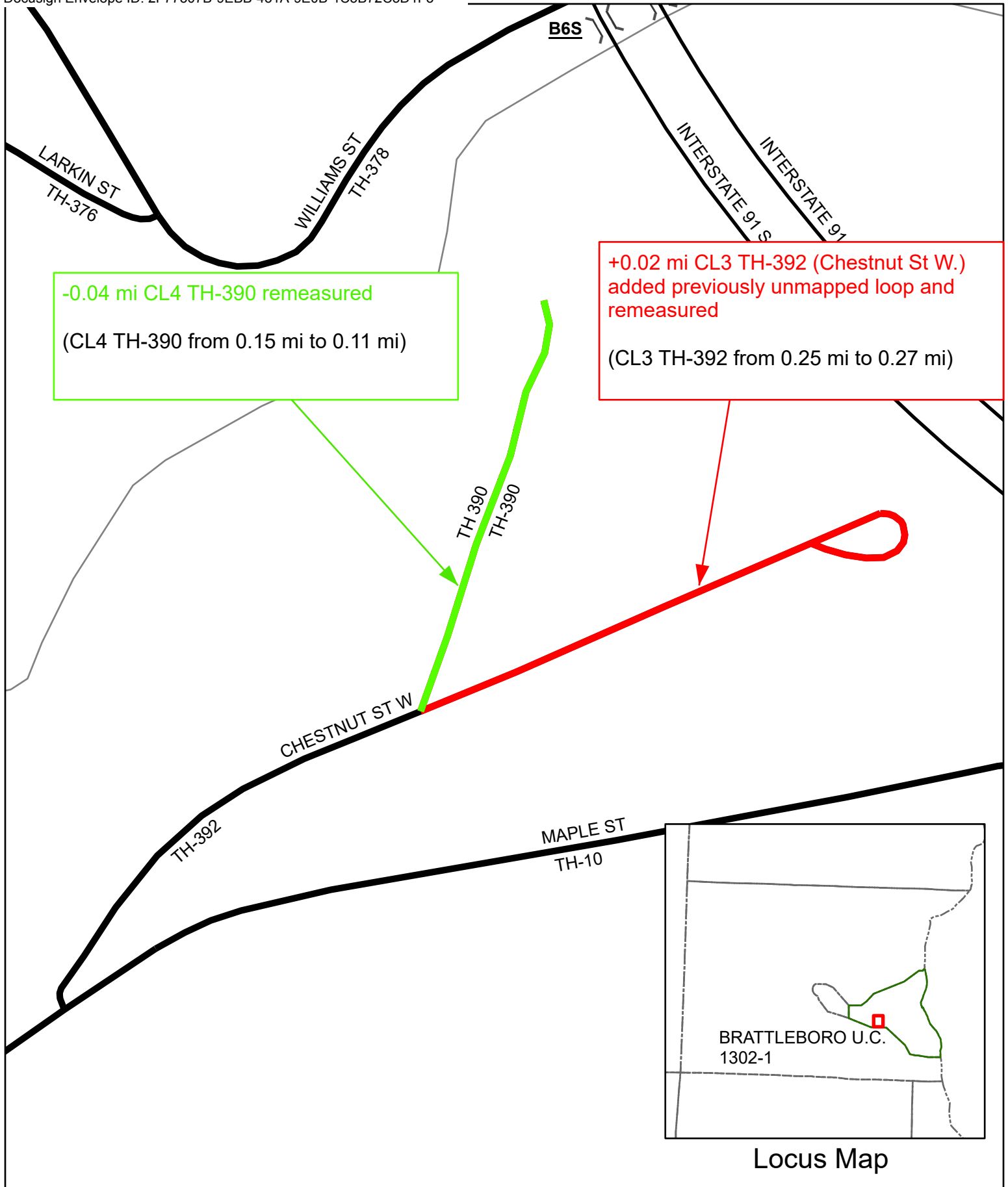
Locus Map

Mileage Certificate Changes 2025
BRATTLEBORO TH-20

(CTUA:1302-0)
 (CERTCODE:1302-0)

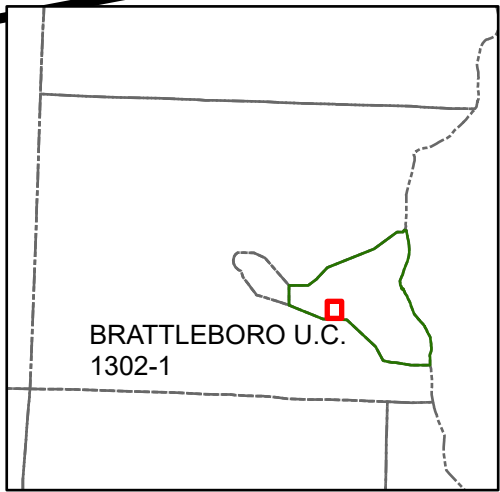
Mapping Section
 Division of Policy and Planning
 Vermont Agency of Transportation -- February 21, 2025





-0.04 mi CL4 TH-390 remeasured
 (CL4 TH-390 from 0.15 mi to 0.11 mi)

+0.02 mi CL3 TH-392 (Chestnut St W.)
 added previously unmapped loop and
 remeasured
 (CL3 TH-392 from 0.25 mi to 0.27 mi)

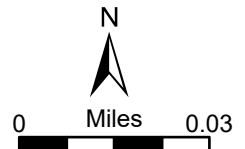


Locus Map

**Mileage Certificate Changes 2025
 BRATTLEBORO URBAN COMPACT
 TH-390 AND TH-392**

Mapping Section
 Division of Policy and Planning
 Vermont Agency of Transportation -- January 2, 2025

(CTUA:1302-1)
 (CERTCODE:1302-0)



STATE OF VERMONT
TOWN OF BRATTLEBORO

DECISION AND ORDER: DETTMAN DRIVE

WHEREAS, at Brattleboro, Vermont, on the 2nd day of January, 2024, the Selectboard of the Town of Brattleboro, on its own Motion, did vote to propose, pursuant to Title 19 Vermont Statutes Annotated, Chapter 7, and pursuant to the Brattleboro Town Charter, Article IV, Section 6(E), to lay-out and establish a new section of roadway, known as Dettman Road, from its intersection with Vermont State Route 9 to a point on the north side of the bridge, said point being the northerly side of a so-called "hammerhead" turn around at the intersection of Dettman Drive with Village Drive, as a class three town highway.

WHEREFORE, the Town Selectboard did order and appoint that on the 6th day of February, 2024, it would meet at the Brattleboro Selectboard Meeting Room in Brattleboro, Vermont for the purpose of hearing all persons interested in said roadway and the proposal to lay out a new section of roadway known as Dettman Road; and for the purpose of examining the premises affected thereby, and did give notice thereof to the statutory parties and to those set forth in Exhibit "A" attached hereto

being all persons who own or are interested in the lands on which said road now lies or abutting on said roadway at their last known addresses; and did give notice thereof to the voters of the Town of Brattleboro by posting notices thereon on January 6, 2024 in public places within the Town, and did give notice to the voters of the Town of Brattleboro by causing a notice to be published in the Brattleboro Reformer, a newspaper with a circulation in Brattleboro, Vermont on January 26, 2024, and did leave a copy of such notice with the Brattleboro Town Clerk.

AND, afterwards, on February 6, 2024, all of the Selectboard did examine said premises physically in person, and did hold a public hearing on February 6, 2024 at the Brattleboro Selectboard Meeting Room at which time individuals appeared and gave testimony regarding said road.

The Selectboard, after hearing the testimony provided and after examining the premises, makes the following Findings of Fact as to the status of the roadway and the following Conclusions of Law and Order:

1. That the section of road under consideration is currently a private roadway leading into Tri-Park and Deepwood Park, each being a mobile home park community. The roadway intersects Vermont Route 9 and proceeds in a northerly direction across a bridge over the Whetstone Brook to its intersection

DOC# 00000377
BK 495 PG 756

with Village Drive.

2. That the roadway serves as access to those residences on the north side of the Whetstone Brook and is one of only two roadway accesses to over three hundred residences.

3. That the bridge over the Whetstone Brook is in poor repair and that the other access to the mobile home park is also served by a bridge that is failing in its condition.

4. That the public good, public convenience, and public necessity support the laying out of the roadway known as Dettman Road because it will provide a safer access and more flood resilient access to the Tri-Park and Deepwood mobile home parks. This safer access will be as a result of the roadway and bridge being improved and reconstructed to provide a higher elevated bridge that will not only be able to withstand heavy trucks such as fuel delivery trucks and fire engines, but which will also be better engineered to avoid flood related damage.

5. That abutting landowners and neighborhood interested persons attended both the site visit and the hearing. The abutters and neighbors all expressed their support for the laying out of Dettman Road as a town highway.

WHEREFORE, the Selectboard concludes that the public good, public necessity and public convenience warrant the laying out of a new roadway to be known as Dettman Road from its

DOC# 00000377
BK 495 PG 757

intersection with Route 9 across the bridge over the Whetstone Brook to the intersection with Village Drive, all to be depicted on a survey.

The Town makes this decision for the following reasons: First, there is a great public interest in maintaining public access and connectivity of roadways and secondary detours through lands which are separated from the main roadways by a brook. Second, the actions taken in the laying out of the road will improve in the future flood resiliency in and around Whetstone Brook by virtue of the improvements to the bridge. Third, the new section of the roadway improves access to the Tri-Park lands and the Deepwood Mobile Home Park lands.

Consequently, after due discussion and deliberation with and after review of the premises with the adjoining landowners, the Selectboard is of the opinion and does hereby order that the public good, public necessity and convenience of the inhabitants of Brattleboro, and the public good, require that Dettman Road be laid out as a Class 3 town highway with a right of way three rods wide, the centerline being the center of the road unless otherwise noted in a survey.

THEREFORE, it is ORDERED by the Selectboard that Dettman Road as above described shall be:

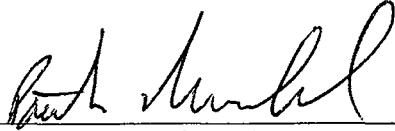
- 1) Laid out and established from a its intersection with

DOC# 00000377
BK 495 PG 758

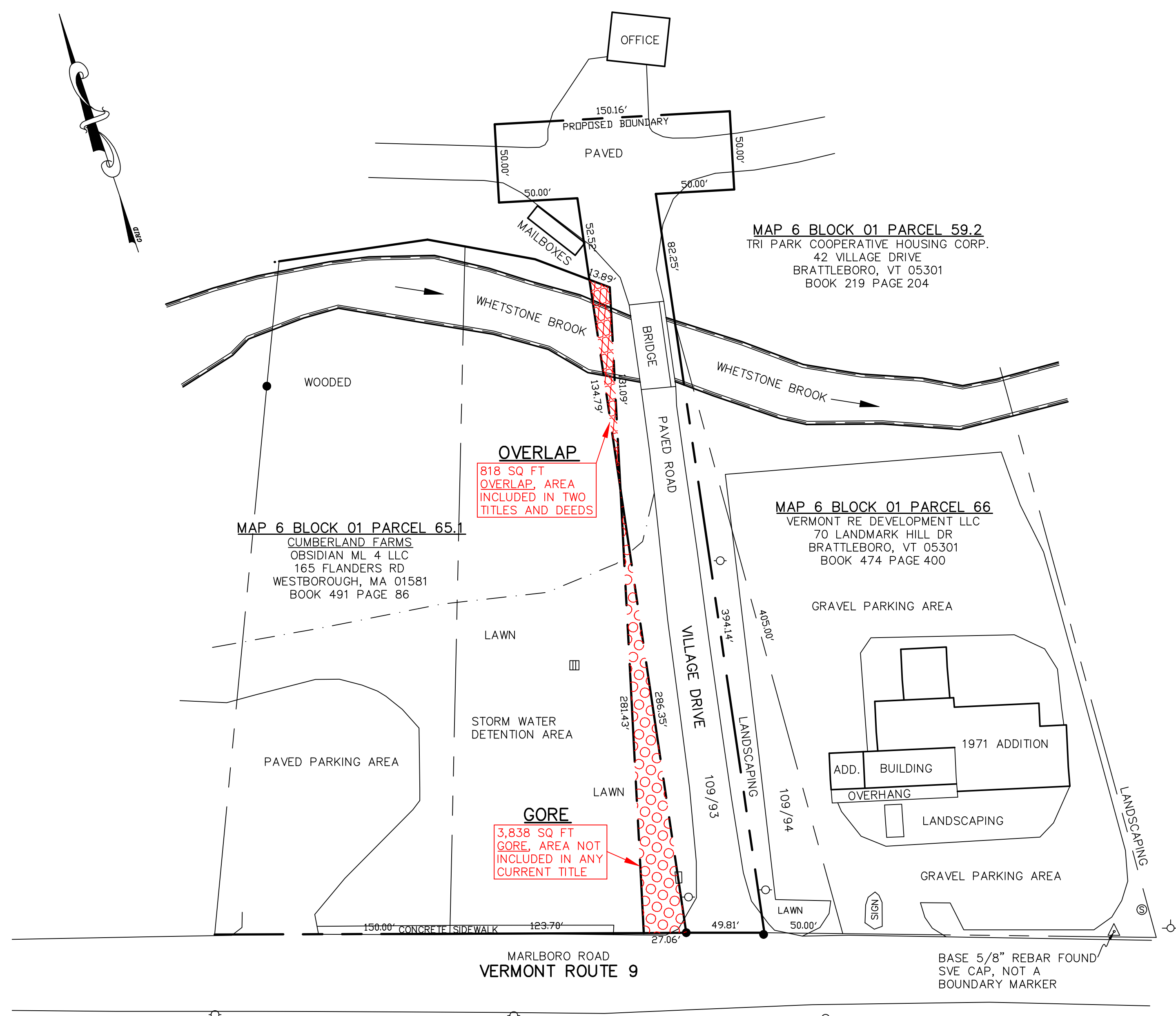
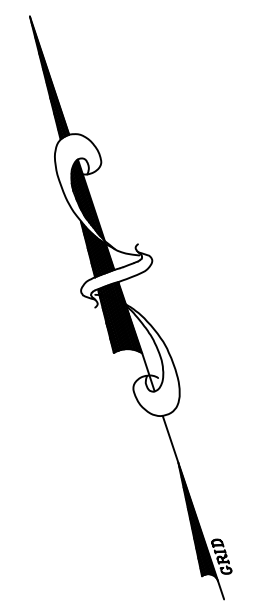
Vermont Route 9, to a point on the north side of the bridge, said point being the northerly side of a so-called "hammerhead" turn around at the intersection of Dettman Drive with Village Drive, as a class three town highway.

- 2) Surveyed and said survey shall be recorded in the town clerk's office upon completion and upon the Opening of the Town Highway.

Dated at Brattleboro, Vermont this ____ day of April,
2024.



Patrick Moreland, Assistant Town Manager
Duly Authorized Agent- Brattleboro Selectboard



WORKSHEET 5-24-2024
SUBJECT TO CHANGE

VILLAGE DRIVE
 ROAD LAYOUT SURVEY
 PREPARED FOR
THE TOWN OF BRATTLEBORO AND
TRI PARK COOPERATIVE HOUSING CORP.
 MARLBORO ROAD - VERMONT ROUTE 9
 WINDHAM COUNTY - STATE OF VERMONT

SCALE: 1"=50' - PROJECT: BDPW
 PLAN DATE: 5-20-2024

Prepared By **twls**
 Thomas Wagener, Land Surveyor
 802-257-4881 twlsvt@gmail.com © 2024 twls

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.

DOC# 00000377
BK 495 PG 759

PUBLIC PARTICIPATION: None.

CONSENT AGENDA:

- Assessor's Office Certificate of No Appeal – Accept
- VTrans Certificate of Highway Mileage – Accept
- Vermont Downtown Program Grant Application – Approve
- Winston Prouty Center for Child and Family Development, Limited Event Permit for Bingo Fundraiser - Approve

CASE MOTIONED TO ACCEPT THE CONSENT AGENDA, AS PRESENTED. 5-0 MOTION PASSED.

NEW BUSINESS:

Dettman Drive Public Hearing (6:35 PM)

Goodnow formally opened the Public Hearing. He explained that the Selectboard will accept a Class 3 Highway known as Dettman Drive. The Town notified the private road and abutters of a site visit that was done today. The hearing is tonight. The Town posted the notice. The Board had the site visit and members of the Board and other parties and members of the public attended. We toured the bridge and Dettman Drive. This took 30 minutes. This is a public hearing to see if we should accept it as a Town road.

MCLOUGHLIN MOTIONED TO LAY OUT AND ESTABLISH DETTMAN DRIVE AS A CLASS THREE (3) TOWN HIGHWAY FROM ITS INTERSECTION WITH VERMONT ROUTE 9 TO A POINT ON THE NORTH SIDE OF THE BRIDGE, SAID POINT BEING THE NORTHERLY SIDE OF A SO-CALLED "HAMMERHEAD" TURN AROUND AT THE INTERSECTION OF DETTMAN DRIVE WITH VILLAGE DRIVE.

McLoughlin asked for an overview of next steps and the timeframe. Dan Ridlehover, a representative for Tri-Park Housing Cooperative entered the meeting. He said if the Town owns the bridge, we can get State and Federal grants that private bridge owners don't have access to. Tri-Park could contribute to the Town's bridge more easily than funding it all themselves. If the Board accepts things tonight, there is a 60-day appeal period, then the transaction could occur, and the parcel would be surveyed. It would get a wider width at the end for a turn to turn around.

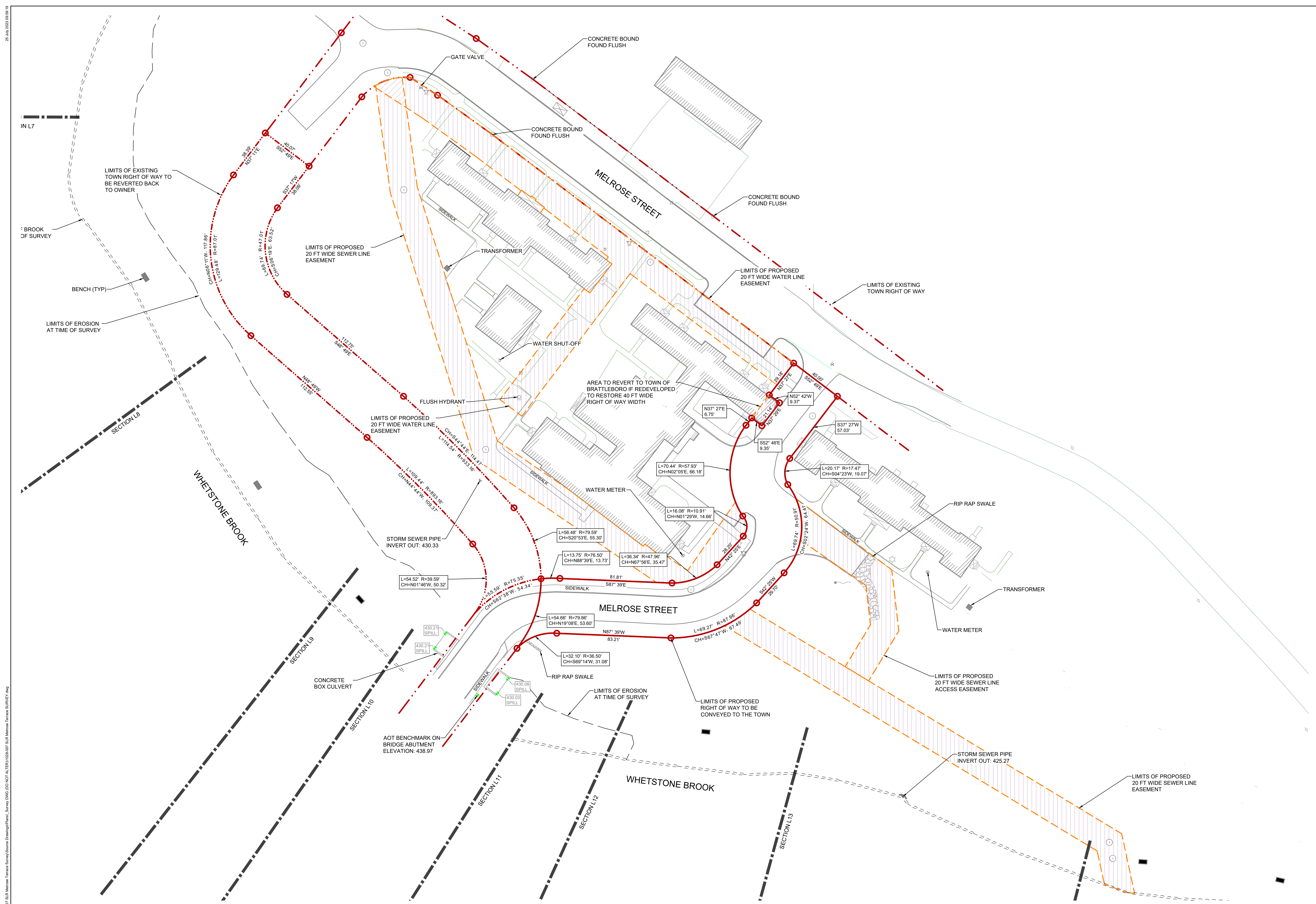
MOTION PASSED, AS PRESENTED. 5-0

Security Services and Town Safety Update (6:50 PM)

Police Chief Norma Hardy and Assistant Police Chief Jeremy Evans entered the meeting to discuss this item. Assistant Chief Evans discussed a memorandum dated February 2, 2024 and discussed the Town's experience with unarmed security officers in the Brattleboro Transportation Center (BTC) and at various Town buildings. Reichsman asked if the uptick in medical emergency calls at the BTC comes from the fact that there are now security personnel there to report these incidents. Chief Hardy said we are catching things as they happen and so there are more calls. Having a person there means violence, vandalism and theft has decreased. Evans added that in 2022 we had 22 calls from the public for suspicious people and in 2023 we had 7. Thefts and calls went down. The public say they are more comfortable in the facility. Case said we saw a 65% drop in calls. It's a bonus that there is someone there to call in medical emergencies. McLoughlin asked if the BTC is better utilized now. Potter said permits are increasing. Renewals happen soon and we'll know more. Quipp said that in the future he'd like to discuss the Community Resource person and the BPD's thoughts on that position. Reichsman asked if there are plans to have officers replace the security personnel. Chief Hardy explained the process by which an officer comes onto the force and said it could be a while before we have someone at the BTC fulltime. There was discussion about the onboarding process for new PD hires as well as discussion on recruitment. McLoughlin asked if the Community Resource Specialist has been helpful. Chief Hardy said yes, we've gotten positive feedback. Frank Crisco asked what happens when an officer doesn't make it through the recruitment process. There was some discussion on this. Ingrid Crisco asked about the process for selecting candidates for academy training. Chief Hardy and Assistant Chief Evans discussed this process. Goodnow asked that the BPD return in the fall when we'll have a change in officer numbers.

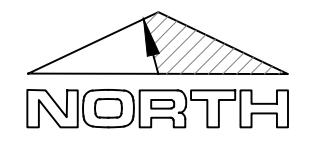
NO MOTION IS REQUIRED FOR THIS ITEM.

BRATTLEBORO VERMONT Town Clerk
Apr 01, 2024 04:04P, BK 495 PG 754
Jane Fletcher Clerk



1 EXISTING CONDITIONS PLAN - MELROSE TERRACE

SCALE: 1" = 30'



P.O. BOX 139, 150 DEPOT STREET
BENNINGTON, VERMONT 05201
PH: (802) 447-1402 FAX: (802) 445-1291



REVISIONS	
NO.	DESCRIPTION

SLR MELROSE TERRACE
MELROSE STREET
BRATTLEBORO, VERMONT

RIGHT OF WAY
CONVEYANCE PLAN

NUMBER	DATE
1028-007	02-03-23
DRAWN	CHECKED
EM	MSK

SHEET NUMBER
C2

DRAFT

STATE OF VERMONT
TOWN OF BRATTLEBORO

DECISION AND ORDER: MELROSE STREET

WHEREAS, at Brattleboro, Vermont, on the 4th day of ~~September~~ ^{December}, 2023, the Selectboard of the Town of Brattleboro, on its own Motion, did vote to propose, pursuant to Title 19 Vermont Statutes Annotated, Chapter 7, and pursuant to the Brattleboro Town Charter, Article IV, Section 6(E), to Discontinue that part of Melrose Street from a point at the northeast corner of the bridge across the Whetstone Brook and proceeding along the former roadway in a northwest direction to a point marked by the end of the "hammer head" turn-around at the northwest corner of Melrose Street; and to lay-out and establish a new section of Melrose Street from a point at the northeast corner of the bridge across the Whetstone Brook and proceeding in a southeasterly and easterly direction to its intersection with the northerly portion of Melrose Street as a class three town highway.

The Highway proposed to be discontinued in part and laid out in part is described more particularly on a survey entitled "Right of Way Conveyance Plan-SLR Melrose Terrace, Melrose Street, Brattleboro, Vermont" prepared by MSK Engineers, said plan prepared February 3, 2023 and which survey will be

recorded in the Brattleboro, Vermont Land Records.

WHEREFORE, the Town Selectboard did order and appoint that on the 7th day of November, 2023, it would meet at the Brattleboro Selectboard Meeting Room in Brattleboro, Vermont for the purpose of hearing all persons interested in said roadway and the proposal to discontinue Melrose Street in part and to lay out a new section of Melrose Street; and for the purpose of examining the premises affected thereby, and did give notice thereof to the statutory parties and to those set forth in Exhibit "A" attached hereto being all persons who own or are interested in the lands on which said road now lies or abutting on said roadway at their last known addresses; and did give notice thereof to the voters of the Town of Brattleboro by posting notices thereon on October 7, 2023 in public places within the Town, and did give notice to the voters of the Town of Brattleboro by causing a notice to be published in the Brattleboro Reformer, a newspaper with a circulation in Brattleboro, Vermont on October 28, 2023, and did leave a copy of such notice with the Brattleboro Town Clerk.

AND, afterwards, on November 7, 2023, all of the Selectboard did examine said premises physically in person, and did hold a public hearing on November 7, 2023 at the Brattleboro Selectboard Meeting Room at which time individuals appeared and

gave testimony regarding said road.

The Selectboard, after hearing the testimony provided and after examining the premises, makes the following Findings of Fact as to the status of the roadway and the following Conclusions of Law and Order:

1. That the section of road under consideration is currently a class three town highway from the intersection of Route 9 across the bridge over the Whetstone Brook to the east and looping back to Route 9 further downstream. The section under consideration is more particularly described as that section of Melrose Street from the easterly side of the bridge over the Whetstone Brook easterly through the Brattleboro Housing Authority to its reconnection with the remaining portion of Melrose Street.

2. That the street serves as access to those residences on the east side of the Whetstone Brook and is a loop street that provides a crucial detour, if needed, around the bridge across the Whetstone Brook on Route 9. The newly laid out roadway also serves the interest of the Brattleboro Housing Authority and its future plans for redevelopment of the Melrose Terrace housing development.

3. That the discontinued portion of the roadway is within the flood hazard zone and the new section of Melrose Street has

been designed and constructed to better withstand the periodic flooding of the Whetstone Brook. These improvements include the relocation of public sewer lines out of the way of flood hazard, the shaping of the roadway to allow water to be directed over and across it at the best location, and an enlarged box culvert allowing more flood waters to proceed under the bridge. All of the design features of the new portion of Melrose Street serve the public good in terms of diminishing the damage from flooding.

4. That the public good, public convenience, and public necessity support discontinuance of that portion of Melrose Street because it reduces flood hazards to the road, and the public good, public necessity and public convenience support the laying out of the new portion of Melrose Street because it provides a safer access and more flood resilient access to the remaining portions of Melrose Street.

5. That abutting landowners and neighborhood interested persons attended both the site visit and the hearing. The abutters and neighbors all expressed their support for the discontinuance of part of Melrose Street and the laying out of the new section of Melrose Street.

WHEREFORE, the Selectboard concludes that the public good, public necessity and public convenience warrant the

discontinuance of a portion of Melrose Street and the laying out of a new portion of Melrose Street as depicted on the aforementioned survey.

The Town makes this decision for the following reasons: First, there is a great public interest in maintaining public access and connectivity of roadways and secondary detours from major highways in the event of accidents on the major highway. Second, the actions taken in the discontinuance and laying out of the highway improve flood resiliency in and around Whetstone Brook. Third, the new section of the roadway improves access to the Brattleboro Housing Authority lands and premises for possible redevelopment of the site.

Consequently, after due discussion and deliberation with and after review of the premises with the adjoining landowners, the Selectboard is of the opinion and does hereby order that the public good, public necessity and convenience of the inhabitants of Brattleboro, and the public good, require that Melrose Street be discontinued in part and laid out in part as depicted on the aforementioned survey.


THEREFORE, it is ORDERED by the Selectboard that Melrose Street as above described shall be:

- 1) Discontinued from a point at the northeast corner of the bridge across the Whetstone Brook and proceeding along the

DOC# 00001581
BK 494 PG 35

former roadway in a northwest direction to a point marked by the end of the "hammer head" turn-around at the northwest corner of Melrose Street; and a new section of Melrose Street shall be laid out and established from a point at the northeast corner of the bridge across the Whetstone Brook and proceeding in a southeasterly and easterly direction to its intersection with the northerly portion of Melrose Street as a class three town highway, all in accordance with the aforementioned survey.

Dated at Brattleboro, Vermont this 4th day of December,
2023.



John Potter, Town Manager
Town of Brattleboro

Exhibit A

DOC# 00001581
BK 494 PG 86

BRATTLEBORO HOUSING AUTHO
224 MELROSE ST
BRATTLEBORO, VT 05301

CHRISTMAS WILLIAM A
79 MELROSE ST
BRATTLEBORO, VT 05301

KEYES LAUREN M
151 MELROSE ST
BRATTLEBORO, VT 05301

MARTIN STEPHEN P
87 MELROSE ST
BRATTLEBORO, VT 05301

SPARKS JAMES C
SPARKS SHELLEY F
109 MELROSE ST
BRATTLEBORO, VT 05301

STEINER CARL W JR
39 MELROSE ST
BRATTLEBORO, VT 05301

UNWIN DANIEL C
UNWIN ALVA-JEAN
15 ELLIOT ST
BRATTLEBORO, VT 05301

WARNKE KIMBERLY A
WARNKE GREGORY V
PO BOX 120
BRATTLEBORO, VT 05302-0120

WOOD STEPHEN E
WOOD MICHELE E
101 MELROSE ST
BRATTLEBORO, VT 05301

DOC# 00001581
BK 494 PG 87

STATE OF VERMONT
TOWN OF BRATTLEBORO

**IN RE: FLOODPLAIN RESTORATION PROJECT- WHETSTONE BROOK AT
MELROSE TERRACE**

**NOTICE OF HEARING TO DISCONTINUE PART OF MELROSE STREET AND TO
ALTER AND LAY OUT AND ESTABLISH NEW LOCATION OF MELROSE STREET**

Pursuant to 19 V.S.A., Chapter 7, Section 708, et. Seq., the Brattleboro Selectboard, upon its own motion therefor, hereby provides Notice that the Selectboard shall hold a hearing on **Tuesday, November 7, 2023**, for the purpose of a site visit and a hearing on the discontinuance of part of Melrose Street and the Alteration and Laying Out of Melrose Street in its newly designed location in Brattleboro, Vermont. The purpose of such discontinuance and alteration of Melrose Street is to enhance and make possible the Floodplain Restoration Project at Whetstone Brook at Melrose Terrace.

Plans for the project may be reviewed at the Town Manager's Office, 230 Main Street, Brattleboro, Vermont and may be viewed on the Town's Website: www.brattleboro.org.

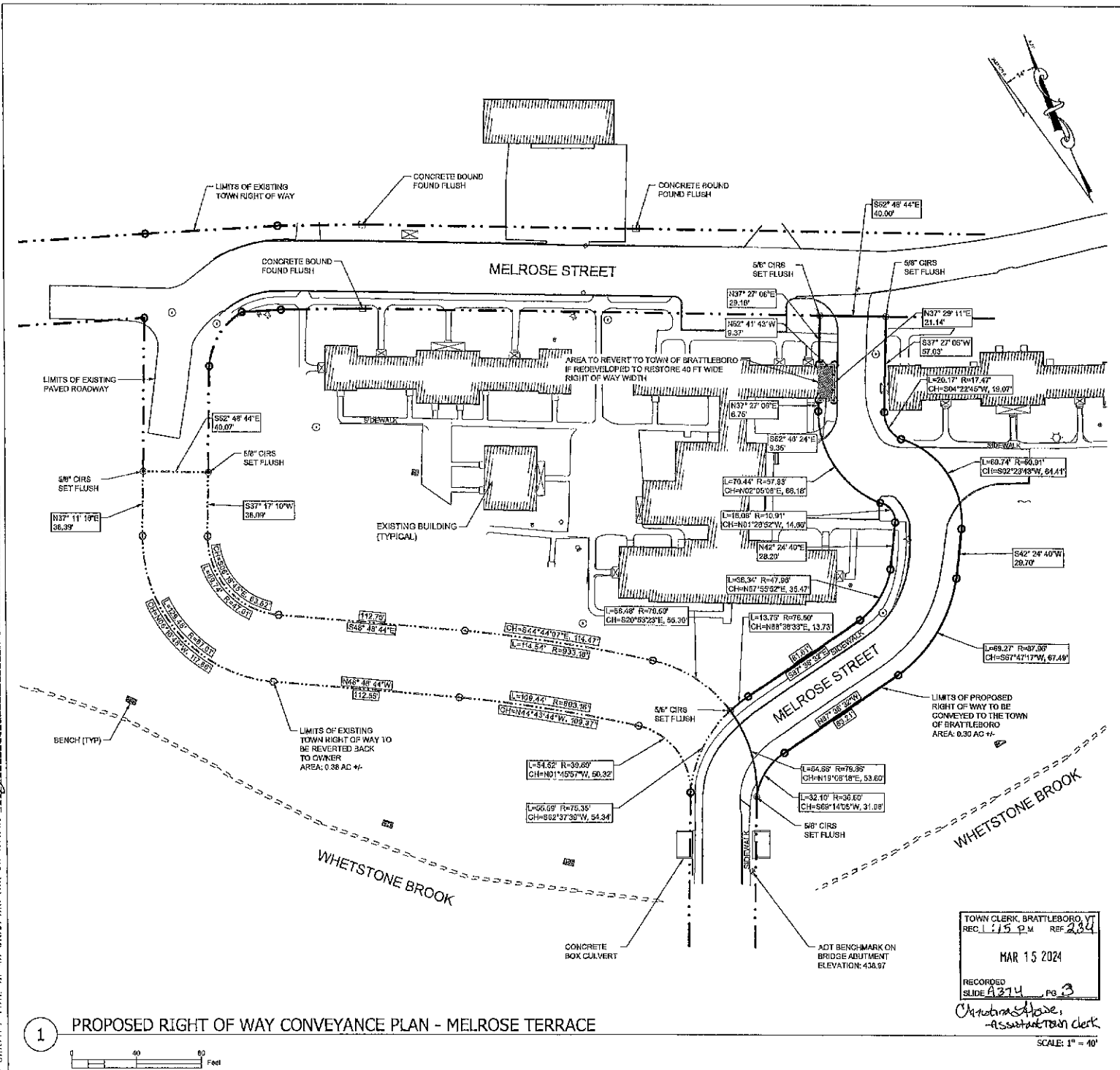
The site visit shall commence on **November 7, 2023**, at Melrose Street at the intersection of George F. Miller Drive, Brattleboro, Vermont at 4 o'clock, p.m. The hearing of persons interested in the above referenced discontinuance and alteration and laying out shall commence at 6:15 o'clock, p.m. at the Brattleboro Selectboard Room, 230 Main Street, Brattleboro, Vermont.

This notice is provided by certified mail to the persons owning or interested in the land through which the highway may pass or abut and to the municipal planning commission. Copies hereof have been posted in the Town Clerk's Office and at other posting locations within Brattleboro. This notice shall be published in the Brattleboro Reformer at least ten days prior to the date set for hearing above.

Dated 6th day of October, 2023.

s/Ian Goodnow, Chair of Selectboard

BRATTLEBORO VERMONT Town Clerk
Dec 05, 2023 10:20A, BK 494 PG 80
Christina Howe Clerk



VICINITY MAP
SCALE: 1" = 1000'

SURVEY NOTES

1. PROPOSED RIGHT OF WAY CONVEYANCE PLAN
2. TOWN OF BRATTLEBORO PARCEL ID NUMBER: 00245026.000
3. ZONING DISTRICT: RESIDENTIAL NEIGHBORHOOD (RN) DISTRICT
4. SOURCE OF TITLE: BEING A PORTION OF THOSE LANDS AS INCLUDED IN A DECLARATION OF TRUST BETWEEN THE BRATTLEBORO HOUSING AUTHORITY AND THE STATE OF VERMONT, DATED DECEMBER 16TH, 2013 AND FILED IN THE TOWN OF BRATTLEBORO LAND RECORDS AT BOOK 416, PAGE 190 ON JANUARY 13, 2014.
5. TOTAL PARCEL AREA: 4.5 AC +/- (TAX MAP)
6. BEARINGS AS DEPICTED ON THIS PLAN ARE IN REFERENCE TO THE VERMONT STATE PLAN COORDINATE SYSTEM AND ARE BASED ON OBSERVATIONS MADE IN JANUARY 2023.
7. THIS PLAN IS BASED ON RECORD INFORMATION AND EVIDENCE OBTAINED FROM A FIELD SURVEY CONDUCTED IN JANUARY OF 2023.
8. ADDITIONAL INFORMATION USED IN THE DEVELOPMENT OF THIS PLAN:
 - 8.1. A PLAT TITLED 'PROPERTY LINE MAP - HOUSING FOR THE ELDERLY, BRATTLEBORO HOUSING AUTHORITY', BY WILLIAM E. SHUMWAY, P.E., DATED MAY OF 1884 AND FILED IN THE BRATTLEBORO LAND RECORDS AT VOLUME 1F, PAGES 601 AND 602.
 - 8.2. A PLAT TITLED 'PLAN OF NEW STREET BEING DEDICATED - HOUSING FOR THE ELDERLY, BRATTLEBORO HOUSING AUTHORITY', BY W. E. SHUMWAY, P.E., DATED NOVEMBER OF 1885 AND FILED IN THE BRATTLEBORO LAND RECORDS AT VOLUME 1F, PAGES 498.

LEGEND

- EXISTING RIGHT OF WAY
- - - - - PROPOSED RIGHT OF WAY
- - - - - EXISTING RIGHT OF WAY TO BE ELIMINATED
- CIRTS
- CONCRETE BOUND FOUND

MSK ENGINEERS
P.O. BOX 139, 150 DEPOT STREET
BRATTLEBORO, VERMONT 05201
PH: (802) 447-1492 FAX: (802) 446-1291

PROJECT DESCRIPTION: PROPOSED RIGHT OF WAY CONVEYANCE PLAN FOR MELROSE TERRACE

PROPERTY OWNER: LANDS OF BRATTLEBORO HOUSING AUTHORITY

PROPERTY LOCATION: 224 MELROSE STREET, TOWN OF BRATTLEBORO, COUNTY OF WINDHAM, STATE OF VERMONT

DATE OF SURVEY: 01-05-23 DATE OF MAP: 03-01-24

SCALE: 1" = 40' DRAWN BY: EM

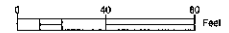
I CERTIFY THAT THIS PLAN CONFORMS TO THE ABOVE REFERENCED DEEDS, PLATS AND FIELD EVIDENCE AS SHOWN UNLESS OTHERWISE NOTED AND TO THE REQUIREMENTS OF 29 V.S.A. SECTION 1403.

SIGNATURE: *[Signature]*
DATE: 3/15/24

TOWN CLERK, BRATTLEBORO, VT
REC. 1:15 P.M. REF. 234
MAR 15 2024
RECORDED
SLIDE A374 PG. 3
Christina Hobe
Assistant Town Clerk
SCALE: 1" = 40'

STATE OF VERMONT
EMMON MULLIGAN
No. 180478
REGISTERED LAND SURVEYOR

1 PROPOSED RIGHT OF WAY CONVEYANCE PLAN - MELROSE TERRACE



I CERTIFY THIS IS AN ORIGINAL INK ON MYLAR

No. 158
2018

Page 9 of 64

* * * Contingent Addition to State Highway System * * *

Sec. 9. CONTINGENT ADDITION OF VERMONT ROUTE 119 IN THE
TOWN OF BRATTLEBORO TO THE STATE HIGHWAY SYSTEM

(a) If the condition specified in subsection (b) of this section is satisfied,
pursuant to 19 V.S.A. § 15(a), upon substantial completion of construction of
the Brattleboro-Hinsdale, NH bridge replacement project (BF A004(152)), the
following highway segment in the Town of Brattleboro shall be added to the
State highway system: the entirety of the new Vermont Route 119 in the Town
of Brattleboro, extending from its intersection with Vernon Street (TH#4) to
the westerly low watermark of the Connecticut River.

(b) The addition to the State highway system specified in subsection (a) of
this section shall occur only if the Town of Brattleboro enters into a
maintenance agreement with the Agency.

* * * Abandoned Aircraft * * *

Sec. 10. 5 V.S.A. chapter 9 is amended to read:

CHAPTER 9. GENERAL PROVISIONS; ABANDONED AIRCRAFT

Subchapter 1. Aeronautics; Authority and Duties; Penalties

* * *

Subchapter 2. Abandoned Aircraft

§ 221. DEFINITIONS

As used in this subchapter:

**FINANCE AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF VERMONT
AND
TOWN OF BRATTLEBORO
FOR
BRATTLEBORO-HINSDALE, NH BF A004(152)**

Contract Number: FM0235

THIS AGREEMENT is made by and between the State of Vermont, acting through its Agency of Transportation, with its principal office located at National Life Building, One National Life Drive, Montpelier, Vermont (the “STATE” or “VTrans”) and the **Town of Brattleboro**, with its principal office located at **230 Main Street, Suite 108, Brattleboro, Vermont** (the “MUNICIPALITY”).

WITNESSETH:

WHEREAS, the STATE proposes to submit to the Federal Highway Administration, United States Department of Transportation, a federal-aid project known as **Brattleboro-Hinsdale, NH BF A004(152)** (the “Project”), which will provide a replacement structure for the existing Brattleboro (VT) – Hinsdale (NH) bridge over the Connecticut River; and

WHEREAS, the Vermont segment of the existing Brattleboro-Hinsdale bridge and westerly approach is a class 2 town highway (Bridge Street/VT 119/TH-7) under the jurisdiction of the Town of Brattleboro; and

WHEREAS, in Sec. 9(a) of Act No. 158 of 2018, the General Assembly approved adding to the State Highway System the entirety of the new VT 119 in the Town of Brattleboro, extending from its intersection with Vernon Street (TH-4) to the westerly low water mark of the Connecticut River; and

WHEREAS, Sec. 9(b) of Act No. 158 of 2018, provides that acceptance of the new VT 119 into the State Highway System is contingent on the Town of Brattleboro entering into a maintenance agreement with VTrans for the segment; and

WHEREAS, the Project is subject to an Interstate Agreement between the State of Vermont and the State of New Hampshire dated June 17, 2016; and

WHEREAS, the Project work will be designed and constructed under the supervision of the State of New Hampshire, acting through the New Hampshire Department of Transportation (“NHDOT”), in cooperation with the STATE, or their duly authorized representative. For purposes of this Agreement, references to “the STATE” shall be deemed to include NHDOT insofar as NHDOT acts for the STATE under the aforementioned Interstate Agreement; and

WHEREAS, the MUNICIPALITY desires the improvements described above; and

WHEREAS, following substantial completion of the Project and acceptance of the new VT 110 as a state highway in accordance with Sec. 9 of Act No. 158 of 2018, the MUNICIPALITY shall continue to be responsible for routine maintenance of the Vermont portion of the Project,

including but not limited to spot patching, traffic control devices, curbs, sidewalks, drainage, street lights, and snow removal; and

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Allocation of State and Federal Funds to Project. All Project costs except those which are non-participating shall be paid with eighty percent (80%) federal funds and twenty percent (20%) STATE funds. For purposes of this Agreement:

- a. "Participating project cost" means items which the STATE and the Federal Highway Administration find necessary to accomplish the purpose of the Project and for which they will participate in funding.
- b. "Non-participating project cost" means items which the STATE and the Federal Highway Administration find unnecessary to accomplish the purpose of the Project, as well as items for which the STATE and the Federal Highway Administration were not responsible – e.g., clean-up of pre-existing hazardous material contamination within the rights-of-way of preexisting town highways.

Determination of participation will be on the basis of the STATE's and the Federal Highway Administration's evaluation of items as they are presented.

2. State/Municipal Cooperation. The Work will be done by contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project. The STATE will submit design plans to the MUNICIPALITY as the Project reaches the stage of Final Plans.

3. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE or the STATE's authorized representative the following:

- a. Temporary entry onto the right-of-way of municipal highways in the Project area;
- b. Use of municipal highways for trucking and hauling, as may be required; and
- c. Authority to sign the Project construction site as necessary to provide information and warning to the public.

4. Encroachments. Except for utilities authorized by law to occupy highway rights of way, the MUNICIPALITY will not sell, lease or permit any non-highway use or encroachments on the rights-of-way to be controlled and/or acquired in connection with the Project without first obtaining the written permission of the STATE. The parties agree and understand that following transfer of the new VT 119 to the State Highway System, VTrans will be responsible for issuance of 19 V.S.A. § 1111 permits involving the new VT 119.

5. Control of Right-of-Way. The MUNICIPALITY will not permit, now or hereafter, any installation of utilities or other work within those rights-of-way now controlled or acquired in

connection with the Project that are under MUNICIPALITY'S jurisdiction until the MUNICIPALITY's legislative body has approved detailed plans showing the proposed work and issued a permit, all in accordance with 19 V.S.A. Section 1111. Before issuing a permit, the MUNICIPALITY will review any proposed utility installation for conformance with the current Utility Accommodation Policy of the Vermont Agency of Transportation.

6. Acquisition of Additional Right-of-Way.

- a. **TECHNICAL ASSISTANCE FROM STATE.** This project will require the acquisition of lands or rights outside existing highway rights of way. The STATE will assist the MUNICIPALITY in acquiring such lands or rights in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 84 Stat. 1894, as amended, and the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. No. 100-17, 101 Stat. 246-256, as amended, provided that the lands or rights can be acquired by agreement at fair market value, and with the understanding that if condemnation is necessary the MUNICIPALITY must be the condemning authority, as hereinafter provided.
- b. **RECORD KEEPING AND REPORTS.** In accordance with 49 C.F.R. §24.9 (Recordkeeping and Reports) the MUNICIPALITY will maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with this part. These records shall be retained for at least 3 years after each owner of a property and each person displaced from the property receives the final payment.
- c. **ACQUISITION IN NAME OF MUNICIPALITY.** The STATE will perform right of way work for the Project and, as agent for the MUNICIPALITY, will assist the MUNICIPALITY with negotiating purchase of lands or rights required for this Project. Title to all lands or rights acquired for the Project shall vest in the MUNICIPALITY immediately upon acquisition.
- d. **USE OF MUNICIPAL EMINENT DOMAIN POWERS.** If any of the lands or rights needed for the Project cannot be acquired by negotiation, it is agreed and understood that the MUNICIPALITY will exercise its eminent domain powers. The MUNICIPALITY agrees to make every reasonable effort to condemn at the fair market value price, as determined by the STATE's reviewing appraiser, but may condemn at a price which exceeds the approved fair market value price if facts set forth at a hearing warrant a higher award. The STATE reserves the right to approve or disapprove the portion of such an award that is in excess of the fair market value determined by the STATE's reviewing appraiser. If the MUNICIPALITY makes an award higher than the fair market value price determined by the STATE's reviewing appraiser without the prior written approval of the STATE, MUNICIPALITY may be required to bear the entire cost of the excess amount over the STATE's approved fair market value price.

If condemnation becomes necessary, the MUNICIPALITY will commence condemnation proceedings within 30 days upon receipt of notice from the STATE that condemnation is required.

- e. **USE OF PRIVATE LEGAL COUNSEL.** Before authorizing any private lawyer or law firm to begin any legal work involving condemnation of lands or rights needed for the Project, the MUNICIPALITY shall enter into a contract for legal services with the lawyer

or law firm. The contract must be approved by the STATE and the Federal Highway Administration and, to ensure the maximum participation of federal-aid funds, shall include the following:

- i. A recital of the qualifications and experience of the lawyer or law firm in areas of property law.
 - ii. A requirement that all legal work must be performed in accordance with Vermont laws and 23 CFR § 710.309 (Acquisition) and 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs).
 - iii. The estimated cost of legal services on a lump sum or hourly rate, including a breakdown that specifies salaries, costs of materials and any other direct or indirect costs. No legal work shall be commenced which will exceed the lump sum estimate without first obtaining the approval of the STATE and the Federal Highway Administration. Failure to obtain such approval may result in the MUNICIPALITY's bearing the entire cost of such excess.
- f. **USE OF STAFF COUNSEL.** The MUNICIPALITY may choose to be represented by a lawyer who is a municipal official or employee. However, in such event compliance with 23 C.F.R. § 710.203 (Funding and Reimbursement) by the MUNICIPALITY is a prerequisite to reimbursement of otherwise eligible legal expenses.
- g. **APPROVAL OF LEGAL REPRESENTATION IN OTHER PROJECT-RELATED MATTERS.** The MUNICIPALITY may be denied reimbursement for costs of legal representation for Project-related matters other than preparation for and trial of condemnation cases unless it has secured the prior approval of the STATE and the Federal Highway Administration. Matters in this category include, but are not limited to, Act 250.
- h. **REIMBURSEMENT OF APPROVED LEGAL COSTS.** Legal costs incurred by the MUNICIPALITY that are eligible for federal participation shall be included in the right of way costs of the Project. Reimbursement to the MUNICIPALITY of its share of these costs by the STATE, upon receipt of properly itemized invoices, shall be in accordance with the cost distribution as hereinafter set forth. Payment for these legal costs shall be in accordance with the cost principles established by Parts 1-15 of the Federal Procurement Regulations and/or Federal Highway Administration policies. The MUNICIPALITY must comply with these federal cost principles to assure maximization of federal participation in these costs.
- i. **NOTIFICATION AS TO COURT APPEALS.** At the expiration of the period during which an affected party can seek judicial review of condemnation awards made by the MUNICIPALITY, the MUNICIPALITY shall send written notification to the STATE either setting forth the names of the appealing landowners or attesting to the fact that no appeals have been taken.
- j. **WARRANTY AS TO ADEQUACY OF MUNICIPAL RIGHTS OF WAY.** The MUNICIPALITY agrees to save harmless and indemnify the STATE, its officers, agents and employees, from all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants because of the inadequacy of the rights of way furnished the Project by the MUNICIPALITY.

- k. **ADDITIONAL INFORMATION.** Upon request, the STATE will furnish the MUNICIPALITY a copy of more detailed information regarding the MUNICIPALITY'S responsibilities under this Right of Way Agreement.

7. MUNICIPALITY's Maintenance Obligations (Traffic Control Devices, Street Lights, Sidewalk Maintenance, Ice and Snow Removal). The MUNICIPALITY agrees that if the Project is approved, constructed, and accepted by the STATE, then the MUNICIPALITY will maintain the town highway segments of the Project in a manner satisfactory to the STATE or its authorized representatives and make ample provisions each year for such maintenance. The MUNICIPALITY also will provide routine maintenance for all signs (including parking regulatory signs), traffic signals, pavement markings, all sidewalk improvements (including snow and ice removal, curbing and spot patching), and drainage associated with the Project within the new VT 119 after it is transferred to the State Highway System. The Municipality acknowledges that its attention has been directed to the provisions of 19 V.S.A. sections 304 and 310.

8. Right-of-Way Certification. The MUNICIPALITY shall provide certification that all signs to be installed in town highways by the Project are within the highway right of way. This certification shall be furnished by the MUNICIPALITY to the STATE upon approval of Preliminary Plans.

9. Traffic Control; Detours. During construction of the Project, the STATE shall be responsible for the maintenance of traffic. If the Project route is closed to through traffic, the STATE will be responsible for selecting, signing, and maintaining a detour route at no cost to the MUNICIPALITY. This shall be accomplished in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

~~**10. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards.** The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine, all as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the STATE's Specifications for Construction, as well as special provisions that may be included in the Project's proposal form and contract agreement. [Deliberately omitted.]~~

11. Cancellation or Default by the State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

12. Cancellation of Project Because of Circumstances Beyond Either Party's Control. If, due to circumstances beyond the control of the STATE or the MUNICIPALITY, the Project is not constructed, then all costs incurred shall be shared as specified in Paragraph 11, above.

~~**13. Sidewalk Maintenance, Ice and Snow Removal.** The MUNICIPALITY agrees that if the Project is approved, constructed, and accepted by the STATE, then the MUNICIPALITY shall be responsible for the maintenance of the sidewalk improvements, including but not limited to removal of ice and snow in a manner satisfactory to VTrans or its authorized representatives and make ample provisions each year for such maintenance at no cost to the STATE or Federal Highway Administration. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails). [Deliberately omitted.]~~

14. Relocation of Privately-Owned Utilities. The STATE will perform liaison and negotiation with utility companies, as necessary to relocate all privately-owned utilities that are in conflict with the Project. The MUNICIPALITY will cooperate with the STATE and utility companies in the timely relocation of privately-owned utility facilities that are in conflict with the Project.

15. Relocation of Municipal Utilities. The MUNICIPALITY will cooperate with the STATE and take such steps as may be necessary to accomplish the timely relocation of all utility facilities owned by the MUNICIPALITY that are in conflict with the Project. Any approved cost sharing shall occur as provided in a separate Utility Agreement to be entered into between the MUNICIPALITY and STATE.

The cost of utility relocation work accomplished by the contractor for the MUNICIPALITY and designated as "non-participating" shall be the sole responsibility of the MUNICIPALITY.

~~**16. Traffic Control; Detours.** During construction of the Project, the MUNICIPALITY will render such assistance as the STATE may request in the maintenance of traffic. If the Project route is closed to through traffic, the MUNICIPALITY will be responsible for selecting, signing, and maintaining a detour route at no cost to the STATE, which shall be accomplished in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. [Deliberately omitted.]~~

17. Maintenance of Roadways During Winter Suspension of Project Work. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will maintain roadways in the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, until construction operations resume in the spring.

18. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine, all as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, as well as special provisions that may be included in the Project's contract agreement.

19. Permits; Compliance with Permit Conditions. The MUNICIPALITY will be the applicant for any permits required for the Project and will adhere to all permit conditions. The MUNICIPALITY authorizes the STATE to apply for permits in the name of the MUNICIPALITY. Following transfer of the new VT 119 to the State Highway System, VTrans will be responsible for compliance with permit conditions pertaining to transferred segment.

20. Defense of Project-Related Litigation. The MUNICIPALITY, in consultation with the STATE, will diligently defend all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants due to the Project. Any payments for settlements approved by the STATE or judgments entered by courts of competent jurisdiction will be considered by the STATE for participation as part of the overall costs of the Project.

21. Municipal Share; Invoices; Payment. The MUNICIPALITY will reimburse the STATE for one hundred percent (100%) of all non-participating Project costs.

22. Hazardous Material Contamination. The cost of handling, treatment and disposal of petroleum-contaminated soils or other hazardous material contamination in existence on property owned by the Town of Brattleboro before acquisition of new right-of-way for the Project shall be non-participating. Accordingly, any costs associated therewith shall be the sole responsibility of the MUNICIPALITY. Hazardous material generated during the construction of the project and located on new right-of-way acquired for the Project shall be disposed of as provided for in the Project specifications and shall be a participating cost.

~~**23. Maintenance of Project Improvements.** The MUNICIPALITY agrees that if the Project is approved, constructed, and accepted by the STATE, then the MUNICIPALITY will maintain the town highway segments of the Project in a manner satisfactory to the Agency of Transportation or its authorized representatives and make ample provisions each year for such maintenance. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails). Further, in accordance with Sec. 9 of Act No. 158 of 2018, the MUNICIPALITY shall continue to be responsible for routine maintenance of the new VT 119 transferred to the State Highway System, including but not limited to spot patching, traffic control devices, curbs, sidewalks, drainage, and snow removal. [Deliberately omitted.]~~

24. Indemnification. Upon its acceptance of the constructed project, the MUNICIPALITY shall thereafter defend, indemnify and hold harmless the STATE, its officers, agents, and employees from all manner of suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property that arise out of, relate to, or are in any way related to the work performed in the design and/or construction of those segments of the Project that are under the MUNICIPALITY's jurisdiction.

25. Applicable Law. This Agreement will be governed by the laws of the State of Vermont.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

27. Interpretation of Agreement. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement

28. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

29. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

30. Permits and Approvals; Compliance with Conditions. The MUNICIPALITY authorizes the STATE to apply for permits and approvals needed for the Project. The MUNICIPALITY further

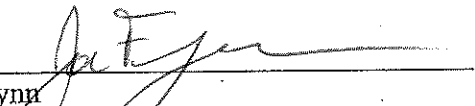
agrees to comply with permit and approval conditions. Unless otherwise agreed by the STATE and the MUNICIPALITY, the permits will be procured by the STATE.

31. Incorporations by Reference. The following attachment(s) are incorporated to and made a part of this Agreement:

Attachment C: Standard State Provisions for Contracts and Grants (Revised December 15, 2017) (5 Pages)


IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed on this 24th day of September, 2018, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

By: 
Joe Flynn
Its Secretary of Transportation and
Duly Authorized Agent


STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, Vermont, this 24th day of September, 2018, personally appeared Joe Flynn, Secretary of Transportation and duly authorized agent of the State of Vermont, and acknowledged the foregoing instrument by him signed to be his free act and deed and the free act and deed of the State of Vermont.

Before me,

Notary Public
My commission expires: 02/10/2019

APPROVED AS TO FORM:

DATED: September 12, 2018

 e-Signed by John Dunleavy
on 2018-09-12 17:41:18 GMT

ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the Town of Brattleboro has caused its name to be subscribed
this 19th day of September, 2018, by Peter B. Elwell
its Town Manager and duly authorized agent(s)

TOWN OF BRATTLEBORO

By: Peter B. Elwell
PETER B. ELWELL
Name
TOWN MANAGER
Title
and Its Duly Authorized Agent(s)

STATE OF VERMONT)
WINDHAM COUNTY, ss.)

At Brattleboro, this 19th day of September, 2018,
personally appeared Peter B. Elwell, Town Manager
Name Title

and acknowledged the foregoing instrument, by him/~~her~~ as duly authorized agent(s) of the
Town of Brattleboro subscribed, to be his/~~her~~ their free act and deed and the free act and deed of
the Town of Brattleboro.

Before me,
Janette Anderson
Notary Public
My commission expires: 02/10/2019

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



Issue Date: 09/19/2018

Policy Number: P0702018

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member
 Town of Brattleboro
 Attn: Peter Elwell
 230 Main Street, Ste. 208
 Brattleboro, VT 05301

VLCT Property & Casualty Intermunicipal Fund, Inc.
 89 Main Street Suite 4
 Montpelier, VT 05602

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2018 - 01/01/2019	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2018 - 01/01/2019	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2018 - 01/01/2019	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2018 - 01/01/2019	\$50,000,000 Per Occurrence
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability, Automobile Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation 1 National Life Drive Montpelier, VT 05633	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: *Fredrick J. Satterfield*



State of Vermont
Contract Administration
One National Life Drive
Montpelier, VT 05633
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802-828-2642
[fax] 802-828-5545
[ttd] 800-253-0191

TO: IN-HOUSE REVIEW
FROM: Aaron Sorensen, Contract Specialist
DATE: September 11, 2018
SUBJECT: Town of Brattleboro
FOR BRATTLEBORO-HINSDALE, NH BF A004(152)
Contract Number: FM0235

Please review the attached, sign and date below, then forward to the next person for signature. Once the last person has signed this memo please return to Contract Administration.

e-Signed by Danny Landry
on 2018-09-11 15:13:51 GMT

September 11, 2018

Dan Landry, Project Manager

Date

Not Applicable

Audit

e-Signed by John Dunleavy
on 2018-09-12 17:41:18 GMT

September 12, 2018

John K. Dunleavy, Assistant Attorney General

Date

NOTE:

Attachment
cc: Project File



State of Vermont
Contract Administration
One National Life Drive
Montpelier, VT 05633
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802-828-2642
[fax] 802-828-5545
[ttd] 800-253-0191

TO: Joe Flynn, Secretary of Transportation
FROM: Aaron Sorensen, Contract Administrator
DATE: September 20, 2018
SUBJECT: FM0235
Brattleboro-Hinsdale, NH BF A004(152)
Town of Brattleboro

COMMENT: Please sign where indicated on the attached Agreement noted above. The agreement has been reviewed by the Project Manager, Assistant Attorney General as to form and the Municipalities.

Once the agreement is signed please forward to my attention in Contract Administration.

Thank you.

A handwritten signature in black ink, appearing to read "Aaron Sorensen".

Aaron Sorensen

RECEIVED
SEP 27 2018
CONTRACT ADMINISTRATION

Sorensen, Aaron

From: Sorensen, Aaron
Sent: Thursday, September 27, 2018 2:32 PM
To: 'Peter Elwell'
Cc: Landry, Dan; Baker, Christopher
Subject: FM0235 - Brattleboro-Hinsdale, NH BF A004(152)
Attachments: FM0235 - Brattleboro-Hinsdale, NH BF A004(152).pdf

Good Afternoon,

Attached for your records is a signed copy of the above noted agreement. An Original Executed Contract has also been sent via mail for your records.

Thank you.

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Sorensen, Aaron

From: Peter Elwell <pelwell@brattleboro.org>
Sent: Monday, September 17, 2018 11:44 AM
To: Sorensen, Aaron
Cc: Landry, Dan; Robert Fisher; Steve Barrett
Subject: RE: FM0235 - Brattleboro-Hinsdale, NH BF A004(152)

Aaron –

Thanks for checking in. We are recommending that FM0235 be approved by our Selectboard at tomorrow evening's meeting. I'll let you know on Wednesday if that happened or if we have any further follow-up we need to do.

Thanks,
Peter

From: Sorensen, Aaron [mailto:Aaron.Sorensen@vermont.gov]
Sent: Monday, September 17, 2018 11:26 AM
To: Peter Elwell <pelwell@brattleboro.org>
Cc: Landry, Dan <Dan.Landry@vermont.gov>
Subject: FM0235 - Brattleboro-Hinsdale, NH BF A004(152)

Good morning Peter,

I just wanted to check in and see whether or not you had questions or concerns in regards to the Finance and Maintenance Agreement (FM0235) that was sent to your town. Thank you and have a wonderful day!

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Sorensen, Aaron

From: Sorensen, Aaron
Sent: Monday, September 17, 2018 11:26 AM
To: 'pelwell@brattleboro.org'
Cc: Landry, Dan
Subject: FM0235 - Brattleboro-Hinsdale, NH BF A004(152)

Good morning Peter,

I just wanted to check in and see whether or not you had questions or concerns in regards to the Finance and Maintenance Agreement (FM0235) that was sent to your town. Thank you and have a wonderful day!

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Sorensen, Aaron

From: Sorensen, Aaron
Sent: Wednesday, September 12, 2018 2:28 PM
To: 'pelwell@brattleboro.org'
Cc: Landry, Dan; Baker, Christopher
Subject: FM0235 - Brattleboro-Hinsdale, NH BF A004(152)
Attachments: FM0235 - Brattleboro-Hinsdale, NH BF A004(152).pdf; 12.15.17
GenerallInsuranceRequirements.pdf

Good afternoon Peter,

Attached for your review and signature is your Finance and Maintenance Agreement for the Town of Brattleboro.

Please return the signature page and a copy of a current compliant certificate of insurance. I have attached a PDF of our general insurance requirements. Please forward to your insurance provider so they can issue a certificate.

Thank you.

Aaron Sorensen
State of Vermont Agency of Transportation
Contract Administration
One National Life Drive
Montpelier, Vermont 05633-5001
aaron.sorensen@vermont.gov
Phone: (802) 828-6918



Sorensen, Aaron

From: Parker, Maureen
Sent: Tuesday, September 11, 2018 10:21 AM
To: Sorensen, Aaron
Subject: FW: Finance and Maintenance Agreement for Hinsdale Bridge Project

Importance: High

Danny is the PM and Chris Baker is the consultant assisting him that could be cc'ed on emails.

From: Peter Elwell <pelwell@brattleboro.org>
Sent: Monday, September 10, 2018 3:55 PM
To: Dunleavy, John <John.Dunleavy@vermont.gov>; Parker, Maureen <Maureen.Parker@vermont.gov>; Baker, Christopher <Christopher.Baker@partner.vermont.gov>; Landry, Dan <Dan.Landry@vermont.gov>
Cc: Robert Fisher (bob@fisherandfisherlaw.com) <bob@fisherandfisherlaw.com>; Steve Barrett <sbarrett@brattleboro.org>
Subject: RE: Finance and Maintenance Agreement for Hinsdale Bridge Project
Importance: High

Good Afternoon –

Thank you for the emails you sent earlier today regarding the Brownfield documentation. Should we conclude from that information that VTrans is still planning to obtain an easement for the new bridge to fly over the tank farm and is not planning to acquire the tank farm properties and relocate the business? That would seem to be indicated by the highlighted statement in David Kammer's email that "the extent of impacts has been adequately delineated and the contaminants of concern do not appear to have impacted the Project Area." As you can imagine, clarity on this matter is important to the Town so we can know the extent of the ROW acquisition responsibilities we are taking on through the F+M Agreement.

Also, have you had a chance to update the F+M Agreement in accordance with our conversation last week? We are hoping to see the updated agreement either today or tomorrow so that there is still time this week to do any final tweaking that may be necessary. The document has to be ready for public distribution by close of business on Thursday (and I will be out of Brattleboro on Town business all day on Thursday, so I'd really appreciate it if we can wrap this up by close of business on Wednesday).

Thanks,
Peter

From: Peter Elwell
Sent: Wednesday, September 05, 2018 4:25 PM
To: Dunleavy, John <John.Dunleavy@vermont.gov>; Parker, Maureen <Maureen.Parker@vermont.gov>
Cc: Robert Fisher (bob@fisherandfisherlaw.com) <bob@fisherandfisherlaw.com>; Steve Barrett <sbarrett@brattleboro.org>
Subject: Finance and Maintenance Agreement for Hinsdale Bridge Project

John and Maureen –

Thank you for the call today. We are fine with including Attachment C so as not to delay the process and we propose the attached paragraph to replace paragraphs 7, 13, and 23. Please also make the other changes that we discussed during our call and then send the revised F+M Agreement to Bob, Steve, and me.

Thanks,
Peter

From: Robert Fisher [<mailto:bob@fisherandfisherlaw.com>]
Sent: Wednesday, September 05, 2018 4:04 PM
To: Peter Elwell <pelwell@brattleboro.org>
Subject: revised

Robert M. Fisher, Esq.
Fisher & Fisher Law Offices, P.C.
114 Main St. ; PO Box 621
Brattleboro, VT 05302-0621
(802) 254-4488; fax 254-6148
bob@fisherandfisherlaw.com
and
118 Route 100; PO Box 1708
West Dover, VT 05356
(802) 464-3276; fax 464-3187

*****NOTICE*****

This e-mail message is intended only for the named recipient(s) above. It may contain confidential information that is privileged or that constitutes attorney work product. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail and any attachment(s) is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this e-mail and delete the message and any attachment(s) from your system. Thank you

WARNING: FRAUD ALERT. If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions via telephone before you initiate any transfer. Hackers are targeting e-mails of attorneys and other businesses in attempts to initiate fraudulent wire requests.

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

[Entity Overview](#)

Entity Registration

- > [Core Data](#)
- > [Assertions](#)
- > [Reps & Certs](#)
- > [POCs](#)
- > [Exclusions](#)
 - > [Active Exclusions](#)
 - > [Inactive Exclusions](#)
 - > [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Brattleboro, Town Of

DUNS: 073995169 CAGE Code: 5DR22
Status: Active

Expiration Date: 02/15/2019

Purpose of Registration: Federal Assistance Awards Only

230 Main St Ste 208
BRATTLEBORO, VT, 05301-2875,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Brattleboro, Town Of
Doing Business As: Town of Brattleboro
Business Type: US Local Government
Last Updated By: Patrick Moreland
Registration Status: Active
Activation Date: 02/15/2018
Expiration Date: 02/15/2019

Exclusion Summary

Active Exclusion Records? No



Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
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[VERMONT OFFICIAL STATE WEBSITE](#)

AGENCY OF ADMINISTRATION

Buildings and General Services

SEARCH

DEBARMENT LIST

The Agency of Administration shall ensure that the state and any of its subdivisions do not contract, directly or indirectly, with employers who are prohibited from contracting by the commissioner of labor pursuant to 21 V.S.A. Sec. 692, 708, and 1314a or the commissioner of banking, insurance, securities (department of financial regulations), and health care administration pursuant to 8 V.S.A. Section 3661.

The Act also requires the Secretary of Administration to maintain a public list of businesses that have been debarred. The Department of Buildings and General Services has been designated by the Secretary of Administration to maintain a current list of employers that have been debarred.

Debarment List

- There are currently no employers that have been debarred.

Names of businesses will automatically be removed from the Debarment List at the end of the debarment period.

Additional Information

For additional information pertaining to a debarment, please contact Vermont Department of Labor or Department of Financial Regulation using the information below.

J. Stephen Monahan (<mailto:stephen.monahan@vermont.gov>)

Vermont Department of Labor
P.O. Box 488
Montpelier Vermont 05601-0488
Telephone: 802-828-2138

Stephanie Brackin (<mailto:stephanie.brackin@vermont.gov>)

Department of Financial Regulation
89 Main Street
Montpelier, VT 05620 - 3101
Telephone: 802-828-4872

Contact Us

Commissioner's Office
2 Governor Aiken Avenue
Montpelier, VT 05633-5801
(802) 828-3314

24/7 Statewide Security Phone
(802) 828-0777

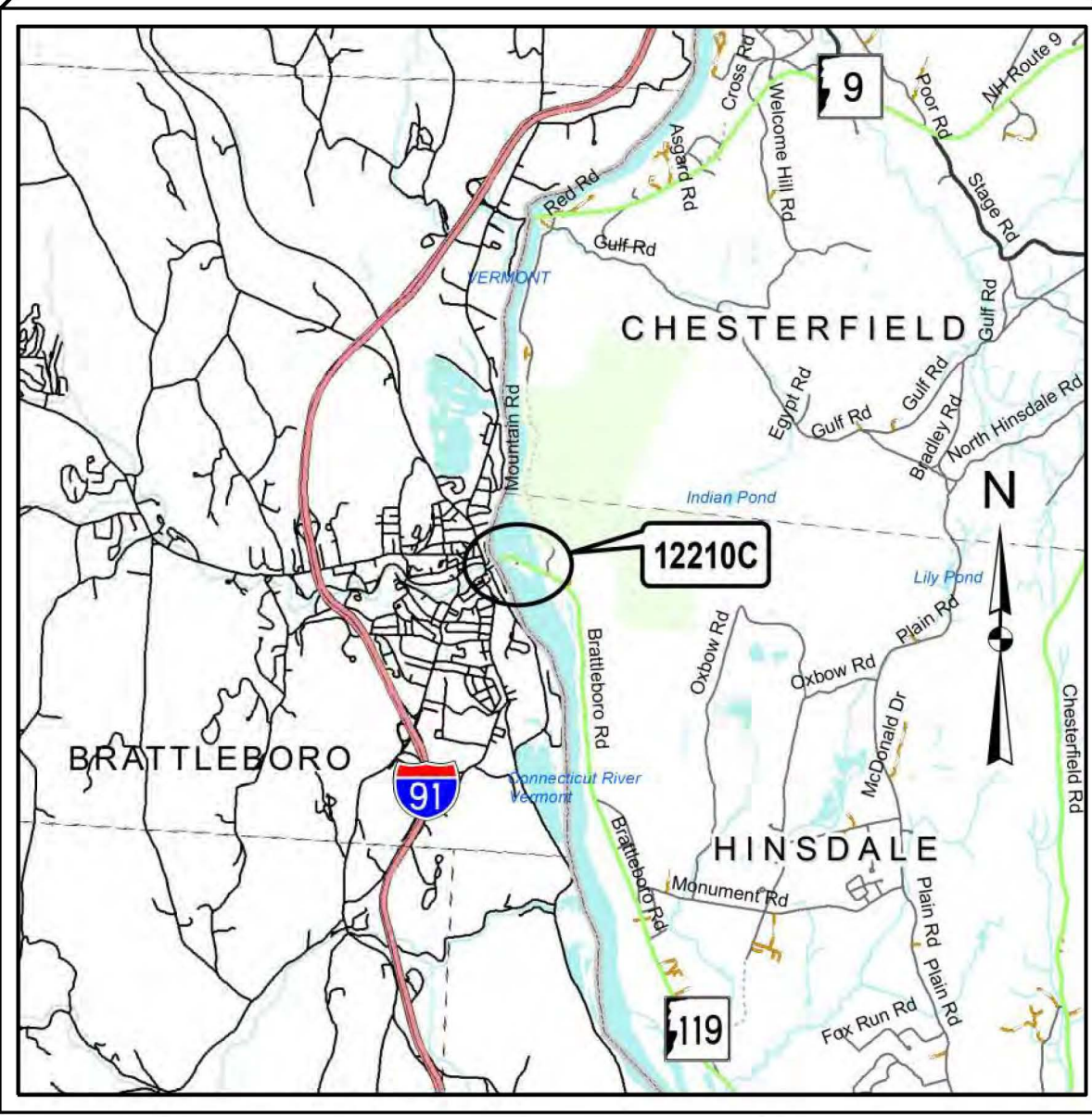
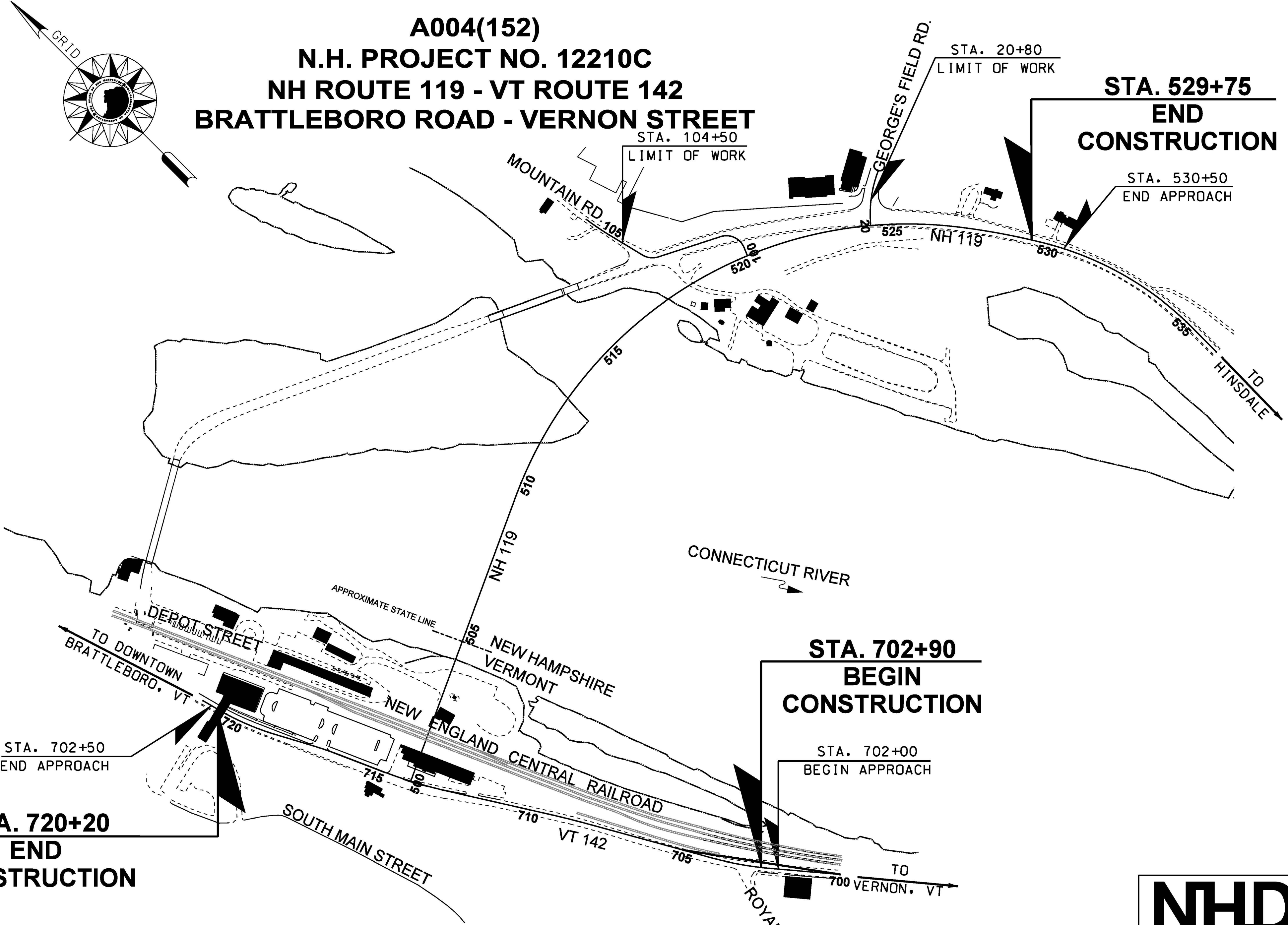
24/7 Statewide Security Pager
(802) 240-0068

[Public Records Requests & Public Records Database](#)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
FEDERAL AID PROJECT

DESIGN DATA	
AVERAGE DAILY TRAFFIC 20_20	NH 119 - VT 142 8900 - 2600
AVERAGE DAILY TRAFFIC 20_40	11000 - 3200
PERCENT OF TRUCKS	5.1% - 11.2%
DESIGN SPEED	35mph - 30mph
LENGTH OF PROJECT	3050ft - 1625ft

A004(152)
N.H. PROJECT NO. 12210C
NH ROUTE 119 - VT ROUTE 142
BRATTLEBORO ROAD - VERNON STREET



LOCATION MAP

Reviewed
Vtrans
By Nancy Almy (nancy.almy@vt.gov) on Nov 19 05:50, 10:53 am

REVIEWED
By Andrew Lambson (andrew.lambson@vermont.gov) at 9:42 pm, Dec 01, 2020

REVIEWED
By Marcus R. Miller (marcus.miller@vermont.gov) at 10:50 am, Dec 03, 2020

REVIEWED
By Stephen Colby (stephen.colby@vermont.gov) at 3:42 pm, Dec 04, 2020

REVIEWED
By Alan Legacy (alan.legacy@vermont.gov) at 1:28 pm, Dec 04, 2020

Reviewed
Vtrans
By Stephen Madock (stephen.madock@vt.gov) on Dec 04 05:00, 10:13 am

PRELIMINARY PLANS
SUBJECT TO CHANGE
DATE 11/5/2020

NHDOT THE STATE OF
NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

RECOMMENDED FOR APPROVAL:				
_____ DIRECTOR OF PROJECT DEVELOPMENT		_____ DATE		
APPROVED:				
_____ ASSISTANT COMMISSIONER AND CHIEF ENGINEER		_____ DATE		

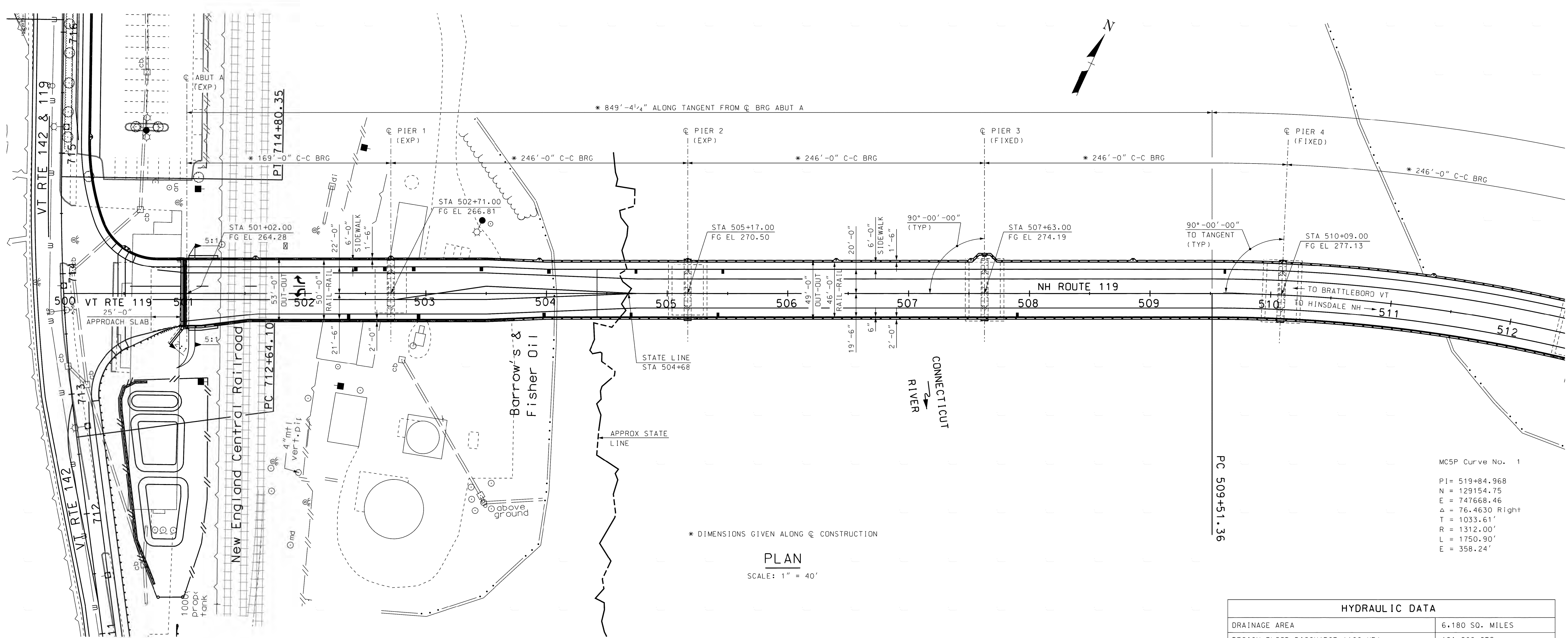
DRAWING NAME	FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
12210CFSC	A004(152)	12210C	1	277

TOWN OF HINSDALE NH - BRATTLEBORO VT
COUNTY OF CHESHIRE - WINDHAM

SCALE: 1" = 200'

FOR CONSTRUCTION AND ALIGNMENT DETAILS - SEE CONSTRUCTION PLANS

DRAWN BY GRR DATE 11/2018
CHECKED BY TWC DATE 12/2018



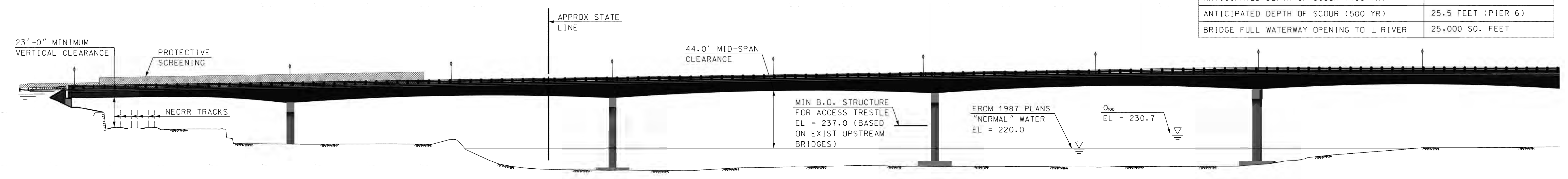
* DIMENSIONS GIVEN ALONG @ CONSTRUCTION

PLAN

SCALE: 1" = 40'

MC5P Curve No. 1
 PI = 519+84.968
 N = 129154.75
 E = 747668.46
 Δ = 76.4630 Right
 T = 1033.61'
 R = 1312.00'
 L = 1750.90'
 E = 358.24'

HYDRAULIC DATA	
DRAINAGE AREA	6.180 SQ. MILES
DESIGN FLOOD DISCHARGE (100 YR)	121,900 CFS
DESIGN FLOOD ELEVATION (100 YR)	230.7 FEET
DESIGN FLOOD VELOCITY (100 YR)	3.6 FPS
SCOUR CHECK DISCHARGE (500 YR)	137,200 CFS
ANTICIPATED DEPTH OF SCOUR (100 YR)	22.9 FEET (PIER 6)
ANTICIPATED DEPTH OF SCOUR (500 YR)	25.5 FEET (PIER 6)
BRIDGE FULL WATERWAY OPENING TO RIVER	25,000 SQ. FEET



ELEVATION

SCALE: 1" = 40'

PLANS
 SUBJECT TO CHANGE
 DATE 5-NOV-20

SUBDIRECTORY	DGN LOCATOR	SHEET SCALE
BRC\BRSITE	12210C Genplan	AS NOTED

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN

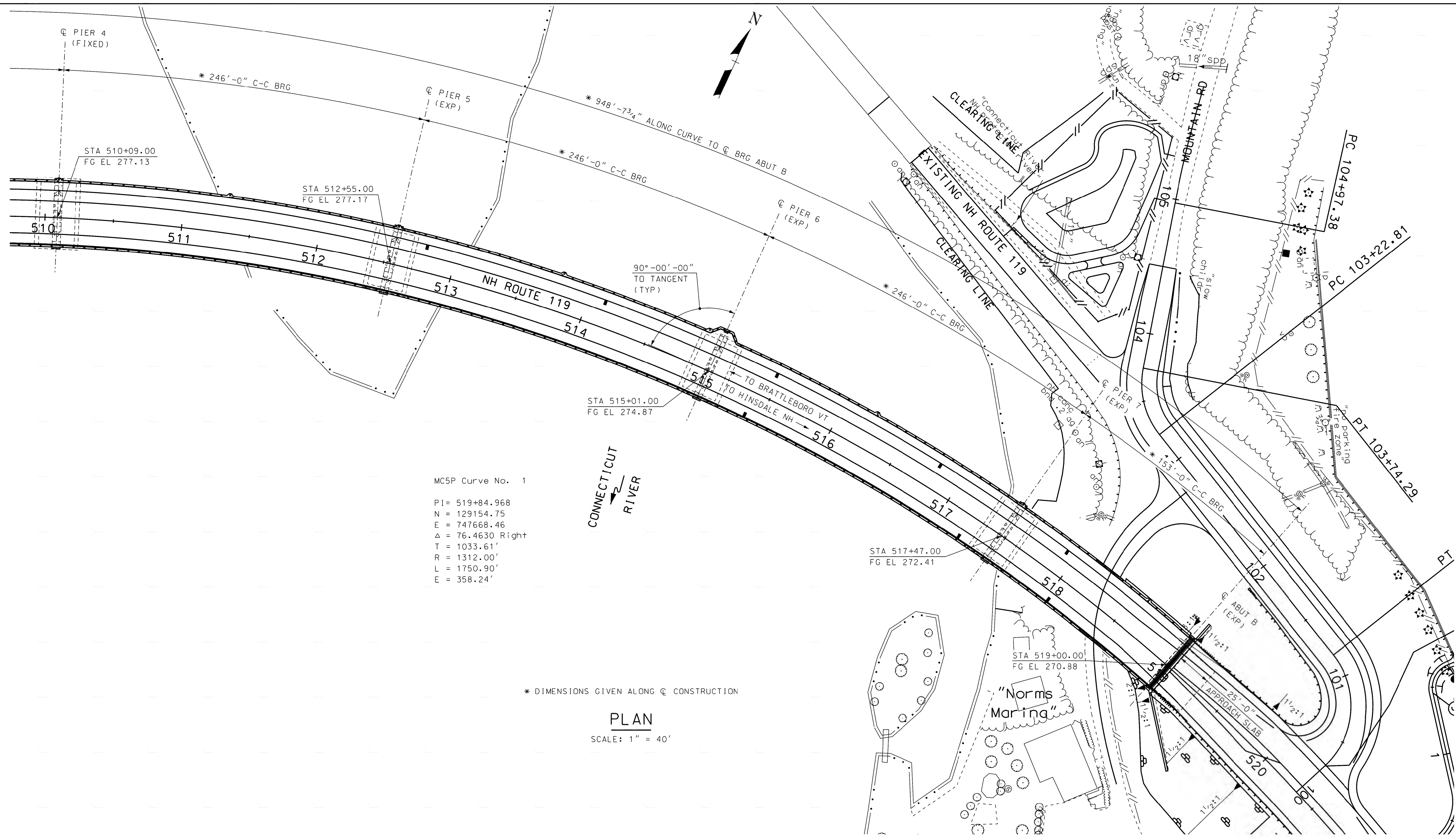
TOWN HINSDALE NH - BRATTLEBORO VT BRIDGE NO. 043/044 STATE PROJECT 12210C

LOCATION NH ROUTE 119 over CONNECTICUT RIVER

GENERAL PLAN AND ELEVATION (1 OF 2)

REVISIONS AFTER PROPOSAL		BY	DATE	BY	DATE
DESIGNED	WPS	1/17	CHECKED	KFD	1/17
DRAWN	SMG	1/17	CHECKED	KFD	1/17
QUANTITIES	PAB	7/20	CHECKED	SMG	7/20
ISSUE DATE			FEDERAL PROJECT NO.		SHEET NO.
REV. DATE					39

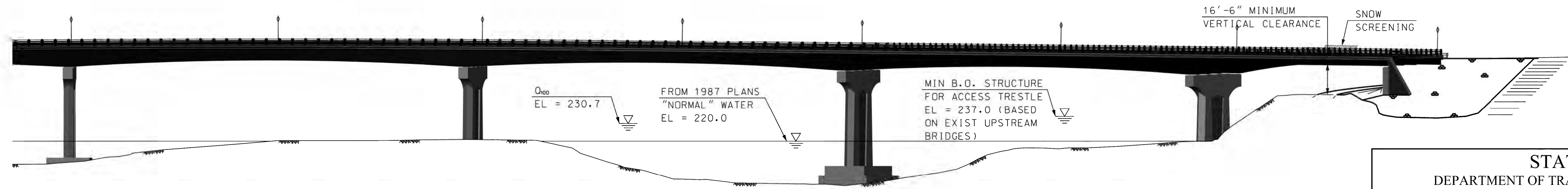
BRIDGE SHEET
 1 OF 146
 FILE NUMBER
 138-1-1
 TOTAL SHEETS
 277



MC5P Curve No. 1
 PI = 519+84.968
 N = 129154.75
 E = 747668.46
 Δ = 76.4630 Right
 T = 1033.61'
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 L = 1750.90'
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* DIMENSIONS GIVEN ALONG Q CONSTRUCTION

PLAN
 SCALE: 1" = 40'



ELEVATION
 SCALE: 1" = 40'

PLANS
 SUBJECT TO CHANGE
 DATE 5-NOV-20

SUBDIRECTORY	DGN LOCATOR	SHEET SCALE
BRC\BRSITE	12210C Genplan	AS NOTED

STATE OF NEW HAMPSHIRE					
DEPARTMENT OF TRANSPORTATION * BUREAU OF BRIDGE DESIGN					
TOWN	HINSDALE NH - BRATTLEBORO VT	BRIDGE NO.	043/044	STATE PROJECT	12210C
LOCATION	NH ROUTE 119 over CONNECTICUT RIVER				
GENERAL PLAN AND ELEVATION (2 OF 2)					BRIDGE SHEET
					2 OF 146
					FILE NUMBER
					138-1-1
					TOTAL SHEETS
					277

From: [DeAndrea, Pam](#)
To: [Daniel Tyler](#)
Subject: RE: dettman
Date: Wednesday, January 22, 2025 12:23:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Dan,

Thank you so much!

You can number Dettman Drive TH-718 and call it new road instead of new layout as follows:

+0.10 mi CL3 TH-718 (Dettman Drive) new road

I still have to ask Johnathan about adding Dettman now, but I will ask him this afternoon.

For Melrose I would not call it realignment since you itemized it out in discontinuance and new roads, which I agree makes it clearer. Under the discontinuance section, just called it “discontinued” not “realignment”. Under new highways, I would call it “new road”

I think we need to talk again and figure out the actual measures of what is added and to what TH #. It looks like the discontinued piece is actually TH-715, not TH-716 and a piece leftover from TH-715 should probably be added to TH-716. The blue highlight in the image below is TH-715.

Let me figure this out for you and I will send you a revised certificate. I have a meeting at 1 pm but I can work on this before and afterwards.



Thank you!

Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
Policy, Planning & Research Bureau – Mapping Section
Policy, Planning & Intermodal Development Division
Vermont Agency of Transportation
219 N. Main Street | Barre, VT 05641
802-793-7555 phone | pam.deandrea@vermont.gov
<http://vtrans.vermont.gov>



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Impacted Vermonters can find resources and referrals by visiting Vermont.Gov/Flood.

From: Daniel Tyler <dt Tyler@Brattleboro.gov>
Sent: Wednesday, January 22, 2025 10:14 AM
To: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Subject: Re: dettman

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Great!

I've attempted to complete the certification. Would you mind looking it over before I get it signed?

Thank you!

Dan

From: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Sent: Tuesday, January 21, 2025 4:17 PM
To: Daniel Tyler <dt Tyler@Brattleboro.gov>
Subject: RE: dettman

Hi Dan,

That shouldn't affect the mileage of the road so we should be able to add this to this year's certificate. I will double check with my supervisor since it may affect the ownership of the ROW, we may want to have that tidied up first. I will let you know.

Pam

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From: Daniel Tyler <dtyler@Brattleboro.gov>
Sent: Tuesday, January 21, 2025 2:45 PM
To: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Subject: dettman

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Hi Pam

Here is what we have so far for Dettman. Attached is the filed decision to take it over and the preliminary survey. On the survey, you can see that there is a gore where the surveyor believes he discovered a discrepancy between his survey and one prior. In terms of mileage, does it matter? It won't change the length of the roadway. Happy to leave it off as we discussed, I just wanted to run it by you.



DANIEL TYLER, DIRECTOR
211 FAIRGROUND ROAD, BRATTLEBORO, VERMONT 05301
TEL: 802-254-4255 • EMAIL: DTYLER@BRATTLEBORO.GOV

The Town of Brattleboro has transitioned to the .gov domain. My primary contact is now dtyler@brattleboro.gov. Please note that all previous correspondences remain intact, and email sent to my old address will route to the new account. Please update your records to reflect my new address.

From: [DeAndrea, Pam](#)
To: [Daniel Tyler](#)
Subject: RE: dettman
Date: Tuesday, January 21, 2025 4:17:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Dan,

That shouldn't affect the mileage of the road so we should be able to add this to this year's certificate. I will double check with my supervisor since it may affect the ownership of the ROW, we may want to have that tidied up first. I will let you know.

Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
Policy, Planning & Research Bureau – Mapping Section
Policy, Planning & Intermodal Development Division
Vermont Agency of Transportation
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From: Daniel Tyler <dtyler@Brattleboro.gov>
Sent: Tuesday, January 21, 2025 2:45 PM
To: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Subject: dettman

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Hi Pam

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terms of mileage, does it matter? It won't change the length of the roadway. Happy to leave it off as we discussed, I just wanted to run it by you.



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From: [DeAndrea, Pam](#)
To: ["Daniel Tyler"](#)
Cc: [Jeff Nugent](#)
Subject: RE: TH-390 location confirmation
Date: Thursday, November 7, 2024 11:55:00 AM
Attachments: [image001.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image009.png](#)

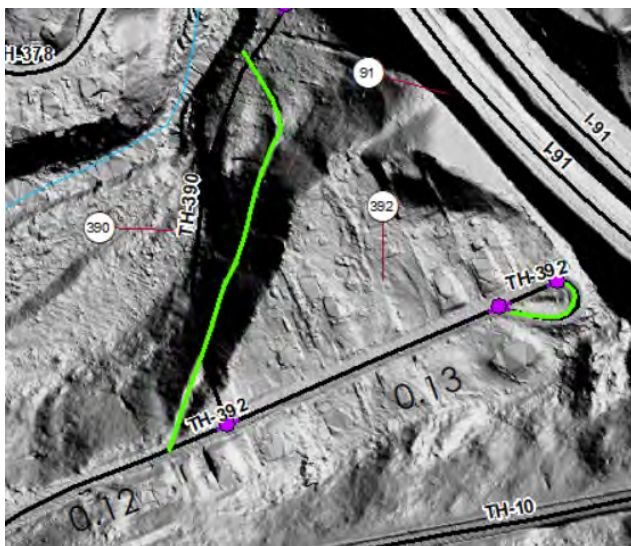
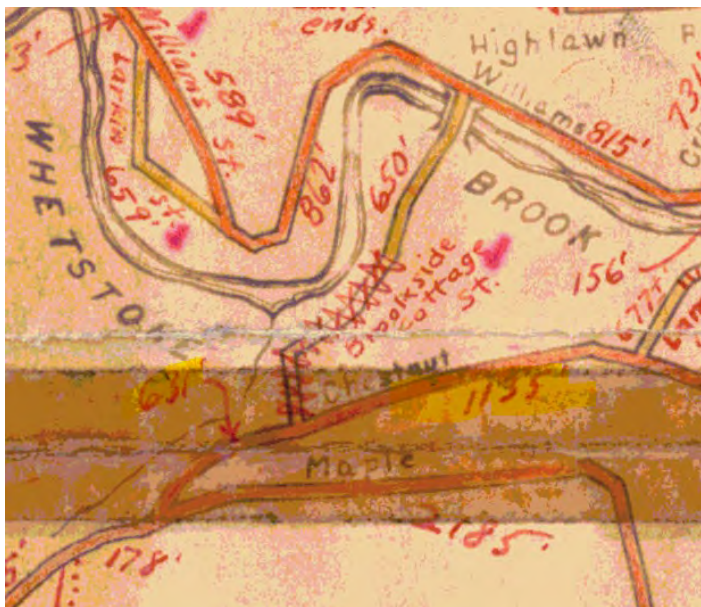
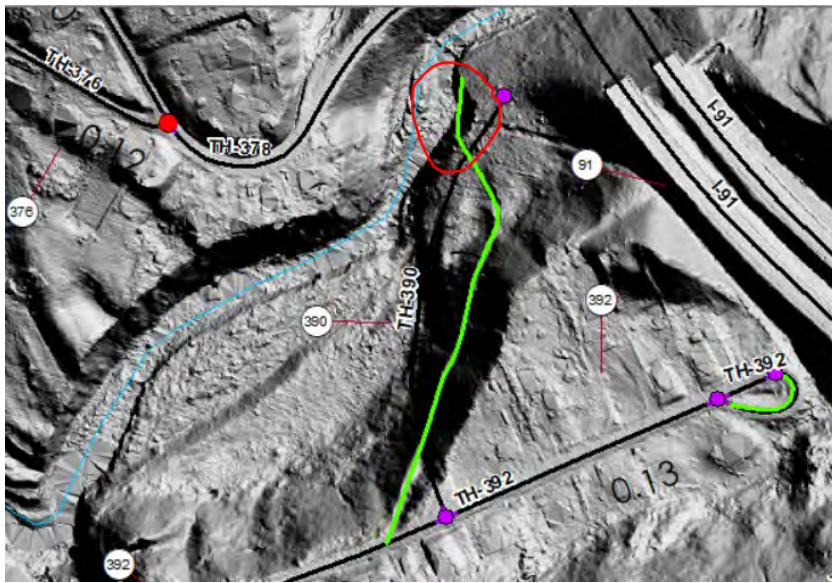
Thank you Dan,

We can make the change to add the cul-de-sac based on that deed and there won't be a change in total mileage for the TH-392.

For TH-390, I think would really need the ROW survey to change the alignment to what is in that map, which just matches the old Town Highway maps. I found a survey for I-91 (see image below) that has part of the road on it that matches the elevation line that I showed previously. I think the northern part of the road was eroded away by the river (see red circle in 2nd image). I measured along Chestnut St from the intersection of Maple St to where I have the green line intersecting with TH-390 and it is consistent with the field measurement shown on the 1941 map in the 3rd image (631 feet).

Since the river has moved extensively in this area and an old road is evident on the elevation data, I would recommend that we remeasure the road based on the green line in the 4th image below ending at the edge of the streambank. This would result in a -0.03 mileage for Class 4. Let me know if you folks would agree with that.





Best,

Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
Policy, Planning & Research Bureau – Mapping Section
Policy, Planning & Intermodal Development Division
Vermont Agency of Transportation
219 N. Main Street | Barre, VT 05641
802-793-7555 phone | pam.deandrea@vermont.gov
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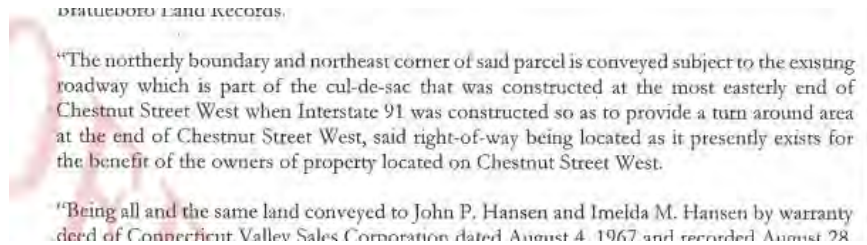
From: Daniel Tyler <dtyler@Brattleboro.gov>
Sent: Tuesday, November 5, 2024 1:42 PM
To: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Cc: Jeff Nugent <jnugent@windhamregional.org>
Subject: Re: TH-390 location confirmation

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Hi,

Below is language from the deed of 115 Chestnut W. It looks like the cul-de-sac was installed when the interstate went through.

Attached is a 1944 map of TH390. It looks like a combination of both lines. Interestingly, the Chestnut W. end is how it is mapped, not how it actually exists.



From: DeAndrea, Pam <Pam.DeAndrea@vermont.gov>
Sent: Tuesday, November 5, 2024 12:25 PM
To: Daniel Tyler <dtyler@Brattleboro.gov>
Cc: Jeff Nugent <jnugent@windhamregional.org>; John Potter <jpotter@brattleboro.org>
Subject: TH-390 location confirmation

Good morning Daniel,

I have a question about a Class 4 road in Brattleboro that Jeff Nugent from WRC pointed out to me that we may have mapped in the wrong location. In looking at elevation data, it appears that the intersection of TH-390 and TH-392 (Chestnut St) is a little further west (blue line in image below) than where we have it mapped (yellow highlight in image below). Looking at Google street map ([55 Chestnut St W - Google Maps](https://www.google.com/maps/@44.275,73.05,15z)), the road may begin just west of the lawn to the house circled in red in the second image below. This lines up with the attached road measurement inventory that indicates TH-390 is 0.12 miles

from the intersection with TH-400 (now TH-10).

This inventory also shows a loop at the end of TH-392, which we currently do not have mapped but should update (see red arrow in second image below). Has the road always been a loop at the end or is this more recent? Would you have the survey plans for the ROW and the laying out documentation so we can add that loop to our data? According to our records, the survey for Chestnut St. is in Book 2, page 266 (see third image), but I cannot seem to find the survey in our records. If the loop is not part of the original laying out on this survey, we would need the additional survey and laying out documentation to add the loop.



Town of Brattleboro

Vt 1 Highway

BK	Page	Date	Width	Remark
2	64	5/14/1859		chase street
2	49	1/20/1855	3	" "
2	8	8/23/1836	2	" "
2	184	6/16/1888		chapin street
2	179 p. 176	6/3/1887	29 feet 6 inch	" "
			25 feet	
2	175	2/5/1887	various 29-38 feet	" "
2	162	2/10/1885	3 Rod	cherry street
2	266	4/11/1914	3 Rod	chestnut street
2	104	8/30/1870	3 Rod	Estey street, Chestnut st & Locust Street

Thank you and let me know if you have any info for TH-390 and TH-392.

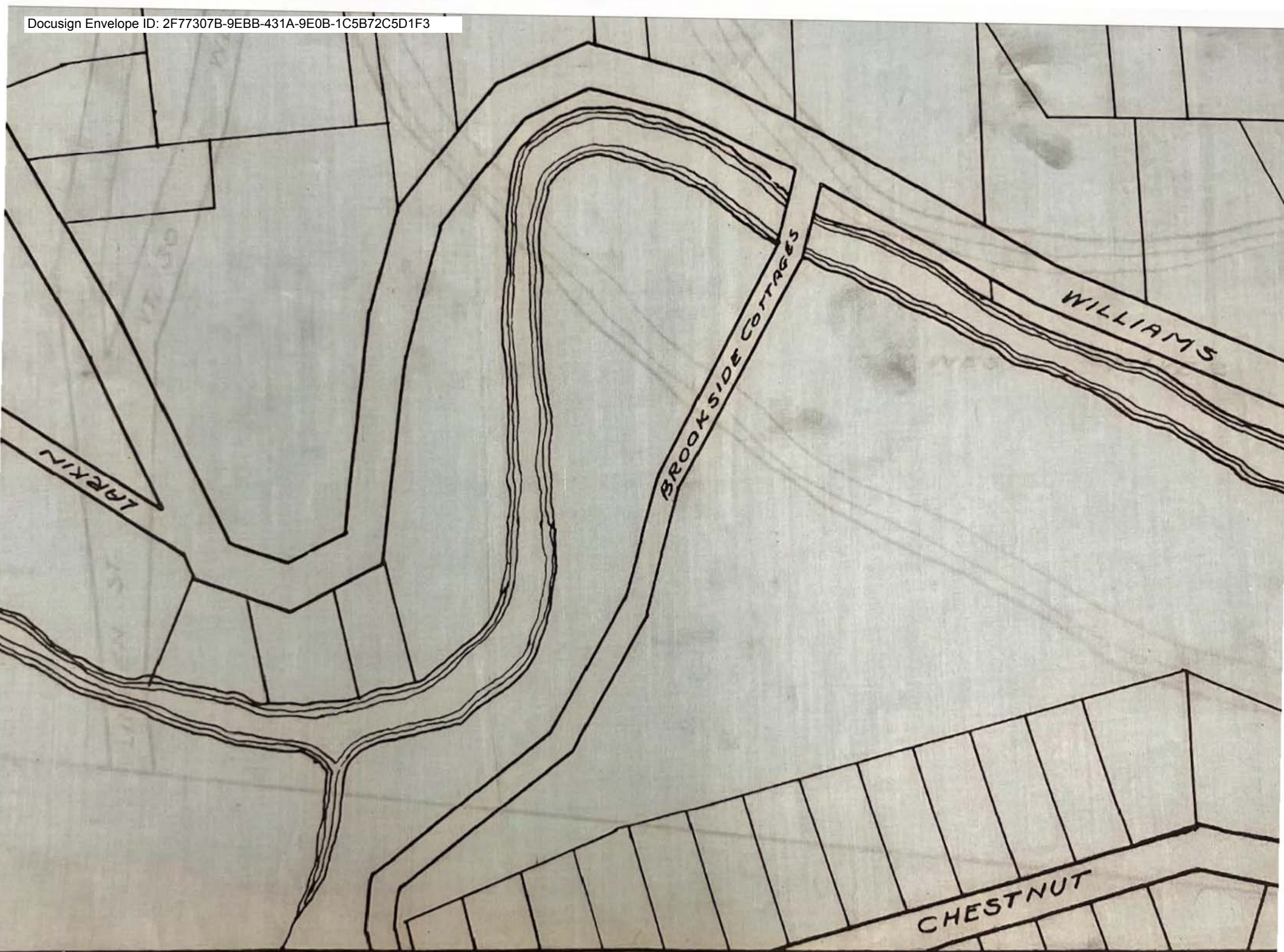
Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
 Policy, Planning & Research Bureau – Mapping Section
 Policy, Planning & Intermodal Development Division
 Vermont Agency of Transportation
 219 N. Main Street | Barre, VT 05641
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From: [DeAndrea, Pam](#)
To: [Daniel Tyler](#); jpotter@brattleboro.gov
Cc: townclerk@brattleboro.gov; [Jeff Nugent](#); [Hermanson, Tyler](#)
Subject: Brattleboro TH-36 and TH-38 intersection update
Date: Monday, November 4, 2024 11:40:00 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi folks,

I have also noticed another intersection update that we can add to our cue for 2025 (see image below). This intersection should be mapped as a “Y” but we have it mapped as a “T” right now. I can make that update and include the mileage change in the upcoming Mileage Certificate. Looks like it will add about 0.02 Class 3 miles.



Thank you!

Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
Policy, Planning & Research Bureau – Mapping Section
Policy, Planning & Intermodal Development Division
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<http://vtrans.vermont.gov>

From: [DeAndrea, Pam](#)
To: [Daniel Tyler](#); "[jpotter@brattleboro.gov](#)"
Cc: "[townclerk@brattleboro.gov](#)"; [Hermanson, Tyler](#); "[Jeff Nugent](#)"
Subject: Brattleboro TH-20 (Wickopee Hill Rd) and TH-32 updates
Date: Tuesday, October 22, 2024 2:28:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Brattleboro_TH20_RoadMeasurementsInventory.pdf](#)
[image005.png](#)

Good afternoon,

E911 and Windham Regional Commission have alerted us to a couple of edits we need to make to our road data for Brattleboro. We can make these updates and preload the mileage changes in next year's Mileage Certificate and Town Highway Map Cycle, but I have a few questions.

The intersection of Class 4 TH-20 (Wickopee Hill Rd) with the Class 3 of TH-20 (that continues north) and TH-24 (Pleasant Valley Rd) should be a "Y" intersection (see yellow highlight in first image below). For some reason, we did not have TH-20 connecting to TH-24 here (see red circle in image below). We can fix both approaches in our data.

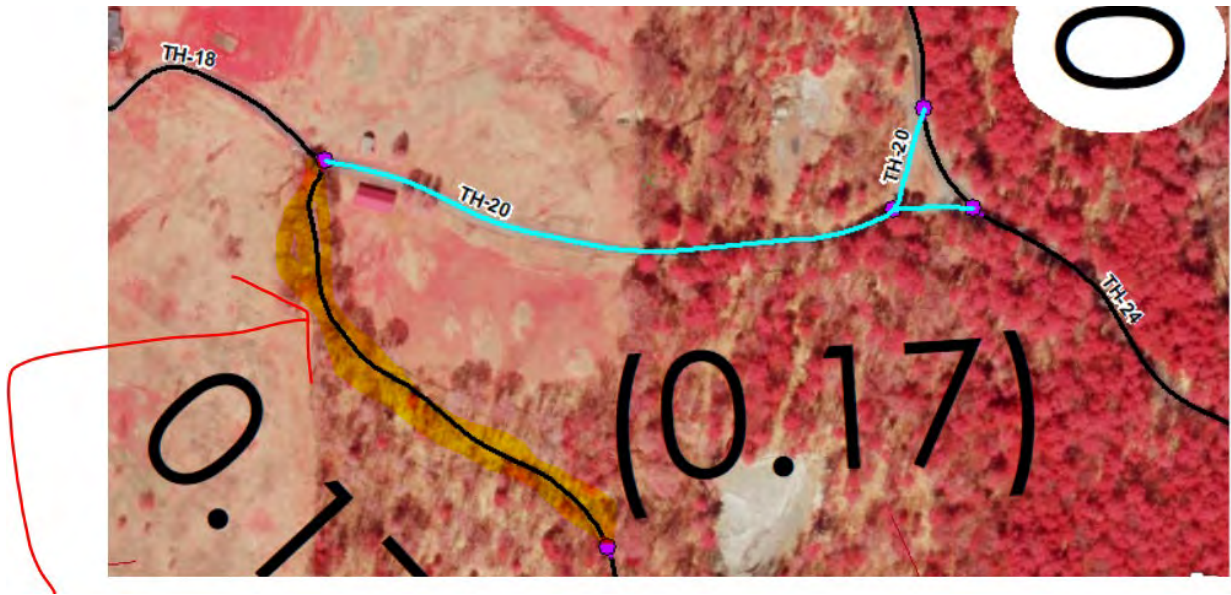
TH-20 intersection with TH-24



Also, based on the 2017 Mileage Certificate (link here: [2017 Mileage Certificate Brattleboro](#)), the blue section of TH-20 was reclassified from Class 3 to 4 along with TH-18. I am wondering why the Town did not reclassify the Class 3 portion of TH-20 that continues south of TH-18 and is Gulf Rd (see yellow highlight with red arrow in image below)? We currently have that mapped as Class 3 and it appears from the imagery that it is not up to Class 3 standards (NUTs). Plus, it is essentially land locked but Class 4 roads, yet it is currently designated as Class 3. Does the Town have any plans to reclassify it to Class 4?

I have attached the Road Measurement Inventory from Brattleboro for TH-20 from 1990. What is confusing is that it says there is a road closure sign at 0.39 miles, which is just past the TH-18 intersection, but it says that the Class 4 begins at 0.54 miles, which is where we have the Class 4 starting. Why is there a road closed sign on a Class 3 section back in 1990 and looks like it is not up to Class 3 standards?

TH-20: Yellow highlight mapped as Class 3?



Another issue with TH-20 is access to the Class 4 section from the southern end. There appears to be a gate up across TH-20 where the Class 4 starts just past Bear Hill Rd in the image below. You can see the gate in the Google street view here in this link: [60 Gulf Rd - Google Maps](https://www.google.com/maps/@30.111111, -92.111111, 15z). Is this a Pent road? We currently do not have it designated as one. I don't have a street view of the other end so I am not sure if that side has a gate as well.

Gate location TH-20 southern end:



The other update I have for next year is to update the intersect of TH-32 with TH-5. We had it mapped as a "T" but it should be a "Y" (see image below). This change would add 0.03 mi to Class 3 for TH-32. We can preload this onto the Mileage certificate for next year.



Please get back to me on the questions for TH-20 and thank you!

Pam

Pamela DeAndrea (she/her) | AOT GIS Professional III
Policy, Planning & Research Bureau – Mapping Section
Policy, Planning & Intermodal Development Division
Vermont Agency of Transportation
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