

Kord Scott

From: Kord Scott <kordscott@vermontel.net>
Sent: Monday, September 16, 2019 9:55 AM
To: 'VLCT'
Subject: Windham/Kord Town Constable question

Hi,

We're having a number of problems in town that our elected constable is trying to help us deal with. Hopefully you can answer a few questions;

- What are the responsibilities of an elected constable?
- What authority do they have?
- What liability protection do they have?
- What medical coverage do they have if injured while performing constable duties?
- We have a vicious dog ordinance, but no nuisance animal ordinance. We are considering adopting one, but in the meantime are there any other statutory means to enforce nuisance animal problems?

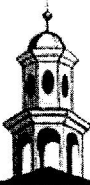
Thanks,

Kord

Kord Scott, Selectman

Town of Windham
5976 Windham Hill Road
Windham, Vt 05359

Town Office Phone: 802-874-4211
Home Phone: 802-875-3725
Cell: 609-304-7759
Email: kordscott@vermontel.net



Calendar Year to Fiscal Year Budget Process

[Printer-friendly version](#) [PDF version](#)

What are the pros and cons of switching from a calendar year to fiscal year budget? What is the process?

By default under Vermont law, the town budget operates on a calendar year of January 1 through December 31. The law also allows towns to switch to a fiscal year budget that operates from July 1 through June 30 of the following year. 24 V.S.A. § 1683(c). Of the 192 responses to VLCT's 2017-2018 Compensation and Benefits Survey, 123 towns reported that they operate on a fiscal year budget, while only 63 towns operate on a calendar year budget.

Towns considering switching to a fiscal year should consider the advantages, disadvantages, and requirements of making the switch. Reasons to maintain the status quo of a calendar year may include inertia, or, "we've always done it this way." Simply put, if town officers—and perhaps the voters too—have become accustomed to the calendar year budget schedule and there is no pressing need to switch, it may be easier for town to continue as is. The transition period will require substantial planning and perhaps an extra (special) town meeting to vote on a transitional budget. The transition may also complicate payroll records and income tax reporting that are required to be done by calendar year.

On the other hand, there are clear advantages to switching to a fiscal year budget:

- The school and town will be on the same budget schedule; thus, they should be able to better plan their expenditures concurrently, such as capital projects.
- The town voters get to approve the budget in March for the tax year that starts in July. Therefore, no operating expenses are incurred before budget approval. This is in contrast to the calendar year basis in which the town operates from January 1 until town meeting with no budget in place. Relatedly, tax collection may start soon after the beginning of the fiscal year, thus reducing or eliminating the need to borrow money for operating expenses.
- Auditors will have more time to perform their statutory duties, as they can audit the town books and accounts in July and August and prepare the town report by December or January.
- Winter highway maintenance costs are in a single-year budget cycle.
- The town's fiscal year will coincide with the state's fiscal year for highway and other funding.

- There is room to schedule the annual budget vote for May or June, by which time the grand list will have been completed and the legislature will have adjourned (probably) so that more information will be available about state funding and statutory changes.

To change from a calendar year budget to a fiscal year one, the town must vote an annual or special town meeting. State statute governs the way (Australian ballot or not) your town votes on the question of changing its fiscal year. The default method of voting is from the floor, but if your town votes to decide this particular question by Australian ballot or if it has already voted to decide all public questions by that method, then the vote must be by Australian ballot. Although no specific statute applies, it is reasonable to conclude from similar voting situations that the town must vote on whether or not to switch over to a fiscal year at one meeting and then vote on the actual budget at a subsequent meeting. Towns making the move to a fiscal year can adopt a transitional six-month budget for the period January 1 to June 30 or adopt a single, transitional 18-month budget. Following are examples of 18-month and six-month transitions.

An 18-month transition budget begins when the town votes in March 2019 for an 18-month budget (January 1, 2019, through June 30, 2020). Then the town votes in March 2020 for a normal 12-month budget (July 1, 2020, through June 30, 2021).

Year	Date of Town Budget Vote	Approved Budget Operating Period	Notes
2018-2019	March 2018 annual town meeting	January 1, 2018, through December 31, 2018	Default calendar year budget
2019-2020	March 2019 annual town meeting	January 1, 2019, through June 30, 2020	18-month transitional budget
2020-2021	March 2020 annual town meeting	July 1, 2020, through June 30, 2021	First 12-month fiscal year budget adopted

One challenge of the 18-month transitional budget option is that 18 months of taxes will be lumped into one budget. However, the town could vote to spread the payments out into quarterly payments (i.e., four property tax installments) to make the actual paying of taxes less burdensome.

A six-month transition budget would require a January 2019 special town meeting budget vote, for a budget operating for a six-month period (January 2019 through June 30, 2019). Then the town would vote in March 2019 (at its annual town meeting) for a fiscal year, 12-month budget (July 1, 2019, through June 30, 2020).

Year	Date of Town Budget Vote	Budget Schedule	Notes
2018-2019	March 2018 annual town meeting	January 1, 2018, through December 31, 2018	Default calendar year budget
2019-2020	Fall/winter '19 or '20 special town meeting budget vote	January 1, 2019, through June 30, 2019	6-month transitional budget
	March 2019 annual town meeting	July 1, 2019, through June 30, 2020	First 12-month fiscal year budget adopted

The difficulty with this method is that it requires the selectboard to call a special town meeting to vote on two separate budgets within a few months, which usually means increased election and administrative costs. However, the advantage over the 18-month option is a shorter transitional period to a fiscal year.

Towns considering changing their budget year may want to survey the budgeting schedule of their

neighbors; intermunicipal agreements and other contracts may be easier to administer when cooperating towns adopt their budgets concurrently. Finally, note that a town governance charter may explicitly set a town’s budgeting schedule, effectively prohibiting the town from switching to a fiscal year or vice versa.

Carl Andeer, Staff Attorney II
VLCT Municipal Assistance Center

[◀ New VLCT Board Member Ken Linsley](#) [up](#) [Town Meeting 2019 Help ▶](#)

**FOUNDED IN 1967, THE VERMONT LEAGUE OF CITIES AND TOWNS IS A
NONPROFIT,
NONPARTISAN ORGANIZATION THAT SERVES VERMONT'S MUNICIPAL
OFFICIALS.**

ADDRESS	PHONE FAX EMAIL	HOURS
Vermont League of Cities & Towns 89 Main St, Suite 4, Montpelier, VT 05602	Phone: 802-229-9111 Fax: 802-229-2211 info@vlct.org	8 a.m. to 4:30 p.m. Monday through Friday

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file

TOWN REVALUATION AGREEMENT

AGREEMENT made on this 5 day of Aug, 2013, by and between the Town of Windham, a municipal corporation organized and existing under the laws of the State of Vermont, (hereinafter referred to as the "TOWN") and Green Mountain Appraisals, LLC, with principal offices located at 5429 Main Street, Town of Manchester, County of Bennington and State of Vermont (hereinafter referred to as "GMA"). Collectively, the TOWN and GMA may be referred to as "the parties". This document and its contents and terms shall hereinafter be referred to as the "Agreement". The terms "revaluation", "appraisal", and/or "reappraisal" have the same meaning for purposes of this Agreement.

WHEREAS, the TOWN is desirous of conducting a revaluation of its properties for tax purposes of the taxable properties within limits of the TOWN; and

WHEREAS, GMA is in the business of appraising properties and is desirous of providing the TOWN with a revaluation and appraisal services of agreed upon properties; and

NOW THEREFORE, to effect the aforementioned revaluation, the parties hereby agree as follows:

SCOPE OF SERVICES AND DESIGNATION OF RESPONSIBILITIES

1. GMA shall appraise for revaluation six hundred twenty five (625) more or less residential properties (the number of residential properties hereinafter referred to as "625") consisting of single-family homes, multi-family homes, condominiums, mobile homes, a golf course, camps, vacant land and contiguous properties, based on categories on the TOWN 411 form (hereinafter "form"). In addition, there are merged properties not listed on the form. The parties have an agreed upon list of taxable parcels and they incorporate that list herein by reference. Said list was agreed upon in advance by GMA and the listers for the TOWN.
2. Not included in the 625 properties and to be compensated separately as set forth herein are two churches, one school, cemeteries and other municipal properties agreed upon by the parties. The TOWN will assist GMA in preparing these appraisals. The price for each appraisal shall not exceed \$121.00 per property.

3. GMA shall conduct appraisals of contiguous properties for all residential properties that have been identified at the time of the signing of this agreement. The parties have agreed as to which properties are considered contiguous and a list of said contiguous properties has been designated in their agreed upon list of the 625 properties. If any contiguous properties are discovered after the date of the signing of this Agreement, GMA will receive additional compensation as set forth herein. The TOWN listers will approve all additional properties prior to valuation.
4. If, after the revaluation process commences or at any time during GMA's work under this agreement, any further properties are discovered that will increase the number of residential properties to more than 625, the TOWN shall compensate GMA for appraising these properties separately and as set forth herein. The TOWN listers will approve all additional properties prior to the valuation.
5. GMA has designated Brian DeCesare as its project manager for the revaluation.
6. GMA shall conduct the revaluation in a good and workmanlike manner according to the Uniformed Standards of Professional Appraisal Practice (USPAP).
7. Unless otherwise agreed in writing, or due to unforeseen circumstances GMA's work is interrupted or delayed, GMA shall complete all revaluation work and deliver the same, in phases, as set forth herein, on or before January 1, 2015.
8. GMA shall not make public any information or values to anyone except to the TOWN listers while under contract. GMA agrees not to disclose or review any new values for any purpose until the grievance notices have been mailed out.
9. Prior to GMA commencing site inspections, the TOWN shall inform the property owners to make an introduction on behalf of GMA and provide the owners with information about the revaluation process and scheduling in a timely manner.
10. Prior to August 15, 2013, the TOWN will contact and attempt to obtain consent from property owners for access to all properties. Prior to April 1, 2014, the TOWN will attempt again to obtain consent from property owners for access to all properties.
11. The TOWN shall complete page 1 of the Uniform Residential Appraisal Report Form (hereinafter referred to as "URAR Form") for each property and provide it to GMA so it can begin the property inspections. GMA shall inform the TOWN what information is required on the URAR Form.

12. GMA will make three (3) attempts using the telephone number provided by the TOWN to contact each owner. Thereafter, the TOWN will have the sole responsibility to contact the property owners and schedule the appointments for access to the properties.
13. If access to the property is denied (including no communication from the owner), GMA shall generate a Field Data Card for each property and perform a drive-by inspection. GMA will be compensated \$75.00 per property for these properties.
14. If subsequent to access to the property being denied the property owner grants access, GMA will complete a field inspection and be compensated an additional \$75.00 per property.
15. If the TOWN has supplied the required information for page 1 of the URAR Form and contacted the owner(s) as set forth herein, GMA shall perform the site inspection, field sketch and photographs as needed.
16. GMA will complete an evaluation of each property using the sales comparison approach that will establish the parcel's value based upon a direct sales comparison to actual sales of similar properties within the market area using accepted appraisal methodologies. Priority will be given to comparable sales located in Windham as deemed appropriate by GMA. If unavailable, sales comparisons of a contiguous town will be used as deemed appropriate by GMA. Sales comparisons will have an effective date of April 1, 2015.
17. GMA will develop a printable database and land schedules and provide copies of the same to the TOWN.
18. GMA shall review and reconcile all values and prepare a completed URAR form for each property appraisal, except for the golf course and municipal properties.
19. GMA shall send all reports to the TOWN by electronic transmission. No paper copies will be sent by either party or its agents unless the parties agree in writing as to the amount of extra charges that would be incurred for this added service.
20. GMA and the TOWN shall mutually identify so-called "inactive" and "unknown" properties in the course of the revaluation and communicate the existence of the same to each other. If the TOWN desires an appraisal of said properties, there will be an extra charge for GMA for this work. It is not covered under the 625 properties. GMA will obtain pre-approval for the TOWN lists for said property appraisals.
21. The TOWN shall purchase and maintain software known as "AppraiseIt" (hereinafter referred to as "the software") and will allow GMA access to it during the revaluation process.

22. The TOWN shall perform all data entry into page 1 of the URAR. GMA will specify to the TOWN what data is required.
23. The TOWN shall provide one suitable workstation with a computer at the Town offices for GMA representatives.
24. The TOWN shall provide a set of all available and current tax maps and all other available and current maps needed to conduct the revaluation.
25. The TOWN shall provide a brief description of each property on the front page of the URAR Report form, including a legal description when requested.
26. The TOWN shall fill out all necessary forms to complete the revaluation, collect deeds as needed, and install photographs, site plans and sketches.
27. All of the data and revaluations developed under this Agreement shall become the sole property of the TOWN upon completion of the work under this Agreement.
28. In the event this Agreement is terminated prior to the completion of said work, then the data developed to the time of the termination shall become the sole property of the TOWN.
29. On or around September 1, 2013, and provided the TOWN has contacted the property owners and obtained consent, GMA shall commence site inspections of the residential properties and send the results to the TOWN on a continuous basis. The TOWN shall then, on a continuous basis, provide GMA with copies of timely property transfer returns, sales history and other real estate information, all pictures dated and labeled, and the front page of the appraisal report form completed along with the building sketches for properties and applicable photos, front and rear, for the properties that have undergone inspection. The TOWN shall commence this work soon after September 1, 2013, as it receives the site inspection information from GMA. This process shall continue uninterrupted until finished. For purposes of scheduling, the parties agree this process shall be completed on or before October 1, 2014.
30. If the TOWN is either unwilling or unable to perform any of these services within the established and/or agreed upon timeframe to complete the revaluation, GMA reserves the right to extend its deadlines for completion as set forth herein. If GMA is either unwilling or unable to perform any of its stated services with the established and/or agreed upon time frame to complete the revaluation, the TOWN reserves the right to withhold payment only on those properties that GMA is unable or unwilling to reappraise.
31. Any notices required to be given pursuant to this Agreement shall be sent to the parties via email AND to the following addresses by either first class or certified mail to:

**TOWN: CHAIR, SELECT BOARD, TOWN OF WINDHAM, 5976
WINDHAM HILL ROAD WINDHAM, VT 05359.**

**GMA: BRIAN DECESARE GREEN MOUNTAIN APPRAISALS PO BOX
1282 MANCHESTER CTR., VT 05255.**

32. This Agreement shall be governed by the laws of the State of Vermont.
33. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and representatives.
34. As stated herein, there are projected dates by which GMA will have completed certain phases of the revaluation. If there are delays caused in whole or in part by the TOWN or a third party, the TOWN shall pay GMA as set forth herein and cannot retain or withhold any payment(s).
35. **BREACH OF CONTRACT.** In the event that either party materially breaches the terms of this Agreement, the other party shall provide written notice to the breaching party identifying the alleged breach and setting forth the conditions required to cure and/or remedy the claimed breach. The other party shall have 15 business days to cure the claimed breach. If the breach is not cured within 30 days, then the contract may be terminated by the non-breaching party for cause. If the Agreement is terminated by either party under this section, the TOWN agrees to pay GMA the reasonable value of its services rendered as of the date of the notice to cure in accordance with the compensation and payment schedule as set forth herein. The parties agree that before any court action is taken, they shall first submit to non-binding mediation to attempt to resolve the disputed issue(s).

COMPENSATION, SCHEDULE AND TERMS

36. In consideration of the reappraisal services described herein for the 625 properties to be performed by GMA, the TOWN shall pay GMA Seventy Five Thousand Six Hundred Twenty-Five Dollars (U.S.) (\$75,625.00) (plus any additional amounts for additional work as set forth herein), on the following progress schedule of payments:
 - A. **INITIAL DEPOSIT:** Within ten (10) days of the parties executing this Agreement, the TOWN shall pay GMA a deposit of \$18,750.00 as the initial payment.
 - B. **PHASE I: PROPERTY INSPECTIONS.** The TOWN shall pay GMA at the rate of \$40.00 per property to be billed monthly, and the TOWN paying each invoice upon receipt. For the agreed upon 625 properties, this shall amount to \$25,000.00, and shall not be withheld if GMA has completed this phase of the Agreement. GMA expects to have this phase completed by October 1, 2014.

- C. PHASE II: LAND SCHEDULES. The TOWN will pay GMA a flat fee of \$6,875.00 in a lump sum payment when this phase is completed. GMA expects to have this phase completed by April 1, 2014. Land Schedules will be provided in a version that is printable and will include an explanation of how the Land Schedule was produced. Land sales that occur subsequent to the commencement of GMA's work are an exception to this and will be added to the Land Schedule up to April 1, 2015. Said land sales do not constitute grounds for the TOWN to withhold payment under this phase.
- D. PHASE III: RECONCILIATION OF VALUES. The TOWN will pay GMA \$25,000.00 for completion of this phase. The TOWN shall pay GMA at the rate of \$40.00 per property to be billed monthly, and the TOWN paying each invoice upon receipt. GMA expects to have this phase completed by January 1, 2015.

TOTAL FOR 625 PROPERTIES: \$75,625.00

ADDITIONAL COMPENSATION:

- E. ADDITIONAL PROPERTIES: Any additional or contiguous properties and/or that exceed the agreed upon list of 625 properties, the TOWN shall pay GMA \$50.00 per hour not to exceed \$121.00 per property and the parties shall use the same procedures and methods as described in this Agreement to appraise said properties. The TOWN listers must approve any additional properties prior to evaluation.
- F. The TOWN shall pay GMA \$50.00 per hour not to exceed \$121.00 per property to appraise the churches, the cemeteries, and the other municipal properties. GMA shall send the TOWN an invoice when said appraisals are completed and the TOWN shall pay said invoice upon receipt.
- G. UNKNOWN OR INACTIVE PROPERTIES. The TOWN shall pay GMA at the rate of \$50.00 per hour up to a maximum of \$121.00 per residential property. If any properties fall under this category and are not residential, the parties may agree in writing on payment and other terms with the pre-approval of the TOWN listers.
- H. APPEALS and ADMINISTRATIVE OR COURT PROCEEDINGS. If the TOWN wishes to hire GMA to testify or attend any grievances, appeals, administrative proceedings or court proceedings, the TOWN shall pay GMA at the rate of \$50.00 per hour including travel time and all time spent regardless of whether there is waiting or other time not spent in the actual proceeding. In other words the billing is "portal to portal".
- I. In the event the TOWN discovers there are less than 625 properties to appraise, the amount due to GMA will be prorated by \$121.00 per property under

numbered paragraph #35 – B and D only. By way of example, if it is discovered and agreed to by the parties that there are only 600 properties, the amount due will be prorated accordingly.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its lawfully authorized representatives

IN THE PRESENCE OF:

GREEN MOUNTAIN APPRAISALS, LLC

Ann Donley
WITNESS

Mary Boyer
Margaret Dyer
Mt. Scawright
BY: _____
ITS DULY AUTHORIZED AGENT

PRINT NAME: SELECT BOARD MARY BOYER, CHAIR
TITLE: _____

IN THE PRESENCE OF:

THE TOWN OF WINDHAM

WITNESS

BY: _____
ITS DULY AUTHORIZED AGENT

PRINT NAME: _____
TITLE: _____



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Town of Windham, VT

SEP 16 2019

Received

Friday, September 13, 2019

Billing Information		Shipping Information	*Contact Information	
Account Number	1500012357	2500012059	Attn:	VALUED CUSTOMER
Name	WINDHAM TOWN OF VT WINDHAM HILL RD	WINDHAM TOWN OF VT DIST 2	Title	
Address 1	5976 WINDHAM HILL RD	6626 WINDHAM HILL RD	Phone	
P O Box			Fax	
City State Zip	WINDHAM, VT 05359-9789	WINDHAM, VT 05359-9793	Mobile	
County	WINDHAM		e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2019/2020 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$76.99	750	ROCKINGHAM US CDT
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 13, 2019 through April 30, 2020. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2019, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Kaminski Bid Analyst Sara_Kaminski@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

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Blue Flame

GAS COMPANY, INC.

37 Elm Street • PO Box 67
Hoosick Falls, NY 12090
1-800-962-6200

91 Harrison Street
Gloversville, NY 12078
1-800-494-9595

475A Cornith Road
Queensbury, NY 12804
1-866-745-0190

5700 Mountain Marketplace Suite A8
P.O. Box 280
Londonderry, VT 05148
1-855-824-8445

September 6, 2019

Town of Windham, VT

SEP 11 2019

Received

Dear Public Officials, Excavators, Contractors and Emergency Responders:

You are receiving this letter to make you aware of an underground propane pipeline distribution system operating in your town. We are required by the Federal Code to remind you of this on a bi-annual basis, and ask your help in ensuring the safety of the pipeline.

Things you can do to help:

Be aware of where the pipelines are.

Call Dig Safe® at 811 before you dig.

Report unusual conditions.

Know what steps to take in an emergency.

Pipeline Awareness

Due to the fact that the pipeline is underground many people are unaware of its presence. How do I know where they are? If you are ever in question please do not hesitate to call us at 802-824-8445.

Call Before you Dig!

Are you about to build a new building, a new swimming pool, install a drain tile, construct a fence or any other activity that may encounter the gas pipeline or service? If so you must Call Dig Safe® at 811 before you dig.

Blue Flame Gas is a member of the Dig Safe® one call system that notifies participating utilities to locate underground lines 48 hours prior to the beginning of your excavation project. All you have to do is call 811, provide them with the information concerning your work. They will alert the participating utilities in the program to locate lines where your digging project will take place.

This program is designed to prevent costly and potentially dangerous excavation damage to pipelines, utilities, water lines and telecommunication systems. The law requires notification before you dig and fines can be imposed for failure to comply.

Within 48 hours of notification from Dig Safe®, we will investigate the area of your work and mark in yellow paint, flags or stakes where the pipeline is located. Every effort is made to place the markings directly above the pipe, but location can vary two feet in either direction. Depth of pipeline is not usually indicated, requiring extreme caution while excavating in close proximity of a marked facility. It is required that pipelines be exposed by hand digging.

Report unusual Conditions

You can be a valuable addition to pipeline safety by being alert to conditions or situations that could threaten the integrity of the pipeline. The following are examples of potentially dangerous situations.

Please contact **Blue Flame Gas at 802-824-8445** immediately if you encounter any of these situations.

Accidental Hit of Pipeline - A plow, posthole digger, or other excavation equipment strikes a pipeline. While the impact may not seem significant, any damage to the line can create future problems. Blue Flame Gas will inspect the line and make any necessary repairs or maintenance.

Washout of Soil - The washout of soil on the pipeline can expose a pipeline to damage from machinery or the elements. Any time you notice a washout of exposed pipe, promptly notify Blue Flame Gas Co.

Suspected Pipeline leak - There are several signs that can indicate the presence of a leak. These include distressed or dead vegetation in the area of the pipeline, a hissing sound or odor near the pipeline. If you hear, see, or smell any of these signs please notify Blue Flame Gas at 802-824-8445.

Odor of Gas - Propane gas is odorized to give it a distinctive odor as a means of early leak detection. The propane in the pipeline is monitored to insure the proper amount of odorant, to make it detectable if there is a leak. Blue Flame Gas has "scratch and sniff" cards available to help you become familiar with the odor of propane.

Steps to take in an Emergency

If you encounter a gas leak or suspect a leak, you should immediately take the following steps to protect yourself and others in the area:

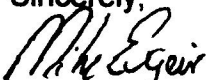
1. Leave the area immediately.
2. Warn others.
3. Do not light a match, start an engine, use a telephone (in the area), operate a light switch or do anything that would create a spark.
4. Call 911 from a different location.

If a strong or persistent odor of gas is present in your home or business, or if you are hearing a hissing sound of escaping gas follow this procedure:

1. Get everyone out of the building immediately.
2. Leave the door open.
3. Use a neighbor's phone or cell phone outside of the building to call 911, then Blue Flame Gas at 802-824-8445.
4. **Do Not** operate any electrical switches, appliance controls, or pull any plugs from outlets.
5. **Do Not** use the telephone in the building.

Propane safety is our top priority, if you ever have any questions please do not hesitate to call us.

Sincerely,



Mike Eugair
General Manager