

**TOWN OF EAST MONTPELIER
REQUEST FOR BIDS and BID FORM
TO REMOVE POTENTIAL HAZARD ROADSIDE ASH TREES
GALLISON HILL, WHEELER, AND SCHOOLHOUSE ROADS
Issued: April 2, 2020**

REQUEST FOR BIDS

Project Description: To remove potential hazard ash trees along the roadside of Gallison Hill, Wheeler, and Schoolhouse Roads in the Town of East Montpelier (see table below).

Deadline for Bid Submission: 2:00 p.m. Thursday, April 30, 2020. Please see below for bid submission information. Please utilize the accompanying bid form.

Bid Opening: 2:00 p.m. April 30, 2020 at the East Montpelier town office.

Tax Exempt Status: The Town of East Montpelier is exempt from State of Vermont sales tax.

Bid Selection

- The Selectboard will consider the selection of a contractor at its meeting on Monday, May 4, 2020.
- The Town reserves the right to select any bid for any reason, and to reject any or all bids wholly or in part, to waive any informalities or immaterial irregularities therein, to accept any proposal even though it may not be the lowest cost, to call for rebids, and to make an award which in its sole and absolute judgement will best serve the Town's interest.

Schedule: Work at U-32 Middle & High School must be done when school is not in session and completed by Friday, July 31, 2020. All cutting and clean-up is to be completed by Friday, October 2, 2020.

Payment Schedule: To be paid upon the completion of work and written acceptance of the Town.

Site Visit: A site visit for contractors shall be held on Friday, April 17, 2020 at 10 a.m. starting at the west end of the U-32 Middle & High School parking area adjacent to the Gallison Hill Road hedgerow. In light of the uncertainties surrounding the Covid-19 pandemic, it is possible that this meeting date or meeting methodology will need to change.

Insurance: Prior to starting work the selected bidder will be required to provide a Certificate of Liability Insurance with liability coverage of no less than \$1,000,000 per occurrence and \$1,000,000 per aggregate, naming the Town of East Montpelier as an additional insured. The Certificate must also include Workers Compensation Insurance, unless the selected bidder has no employees, in which case a Non-Employee Work Agreement and a Liability Hold-Harmless Agreement will need to be signed.

Bid and Project Specifications

The project is for removal and disposal of all ash trees along Gallison Hill, Wheeler, and Schoolhouse roads in the town of East Montpelier:

- The trees to be cut have been flagged as of March 20, 2020 to facilitate accurate estimation of costs. Green flagging has been used, except for high-hazard trees, for which pink flagging was used.
- The following table shows the number of trees by diameter class that are to be removed; a “tree” that has two or three stems is counted based on the number of stems and not as a single tree. Locations are listed in order of priority for removal as it is unknown whether the project budget will cover removal of all of the trees listed. The Town may negotiate for additional tree removal if the bid allows.

Location listed based on priority	Tree Diameter (Inches DBH)				Total
	<6	6 - 11	12 - 23	>=24	
U-32 at Gallison Hill Rd.	13	9	10		32
Wheeler Rd. (hazard)		1	3		4
Schoolhouse Rd. (hazard)			4		4
Gallison Hill Rd. (not U-32)	11	1			12
Wheeler Rd. south side		5	2		7
Schoolhouse Rd.	13	46	20		79
Wheeler Rd. north side	2	12	8		22
Total	39	74	47		160

- Two ash trees in the U-32 Middle & High School hedgerow are to be preserved using insecticide treatment. Special care shall be taken to avoid damaging these trees when removing nearby trees. These trees have been flagged in blue by the Town; other trees that are not ash within the U-32 hedgerow for which special care is warranted will also be flagged with blue tape.
- Traffic control will be provided by the town road crew.
- The Town of East Montpelier will be responsible for contacting landowners and advising them of the cutting.
- Native trees and shrubs in the cutting area must be protected from damage to the extent feasible. The Town will rely primarily on natural regeneration to replace ash trees. To that end, native trees and shrubs within the cutting area will be preserved through directional felling and careful positioning of harvesting equipment. The Town recognizes that some loss of regeneration is unavoidable, but this loss should be minimized.
- Tree tops are to be chipped or cut for firewood where of suitable diameter. “Tree tops” are defined by the point on the tree trunk where live stems emerge to form the tree crown.
- Stumps must be cut to less than 6 inches from the ground as a safety measure to minimize damage in case of vehicle collision.
- The contractor must ensure that no debris is left on site where it might block ditches or in any way impede road crews from regular maintenance practices such as ditch clearing or grading of gravel roads.

- Logs left on site for the landowner shall be stacked or placed in an orderly manner outside of the town highway right of way where practicable.
- Any logs temporarily left on site as part of this contract must not impede passage of motorists, pedestrians, or bikes and must be staged outside of the paved or finished road surface and not in any road ditch or stream.
- The Town shall make available to the contractor a list of nearby landowners or businesses willing to accept chipped materials in cases where the material is not to be disposed of on site. Alternately, the Town may designate a nearby location for stockpiling the material for Town use or for citizens to pick up.
- With respect to access to private lands and disposal of materials, the contractor shall adhere to the attached Town/Landowner agreements. Any areas outside of the right of way on private land damaged during work shall be repaired to the satisfaction of the Town and landowner.
- At U-32 Middle & High School, the contractor may use the dirt parking area adjacent to the hedgerow for staging the tree removal on the school property. Trees in that hedgerow may be felled away from the road. The school does not want wood chips.
- Should the landowner elect not to keep logs under the Town/Landowner agreement, the selected contractor may remove wood for its own use or to sell.
- The section of Wheeler Road from Gallison Hill Road to Schoolhouse Road and alternately the north and south sections of Schoolhouse Roads (when there is no work on Wheeler Road) may be closed between 8 a.m. and 3 p.m. to facilitate work. The selected contractor must request the proposed date(s) of closure at least one week in advance of the cutting date. The Town Administrator will notify the Postal Service and dispatch for the East Montpelier Fire Department, and the Road Foreman will post notices of the closure at the appropriate road locations.
- The contractor must comply with the Town Tree Warden order dated February 11, 2020, copy appended.
- Bids will have two components:
 1. Cost for completing the cuttings within the entire project area.
 2. The area that can be covered with **\$15,000** in the order of priority as listed in the table above, with the Schoolhouse Road tree removal starting at the south end of the road.

BID FORM

Please provide the following information:

Name of Contractor: _____

Contractor's mailing address: _____

Contractor's phone number: _____

Contractor's e-mail address: _____

Quote for entire project area: \$ _____

End point achievable with \$15,000: _____

Number of working days required to complete the job: _____

Relevant equipment for project: _____

Please provide the name and phone number for three references:

1. _____

2. _____

3. _____

Signature of Contractor

By signing this Bid Form, you are certifying that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that you are competing solely on your or your firm's own behalf without connection with or obligation to any other person or firm.

Signature: _____ Date: _____

Bid Submission: Bids are to be sealed and marked "REMOVAL OF ROADSIDE ASH TREES IN EAST MONTPELIER" and mailed to: East Montpelier Selectboard, Attn: Town Administrator, PO Box 157, East Montpelier, VT 05651 or delivered by hand to the Town Administrator, East Montpelier Town Office, 40 Kelton Road, East Montpelier Village.

Town Contact: Questions may be directed to Bruce Johnson, Town Administrator at (802) 223-3313 X 204 or manager@eastmontpeliervt.org.

Appendix

Landowner Agreements:

**30 Schoolhouse Road, Harriet Borland & Patricia Hersey
300 Schoolhouse Road, Richard Smith & Jennifer Myka
150 Wheeler Road, Guthrie & Amber Perry
235 Wheeler Road, Kimberly Swasey
628 Codling Road, Seth Gardner
1410 Gallison Hill Road, Bill Merrylees & Lucy Patti
1555 Gallison Hill Road, Cynthia Tomaszewicz
2090 Towne Hill Road, Nona Estrin**

Missing Agreements:

**55 Schoolhouse Road, Daniel & Linda Murray
317 Wheeler Road, Vincent Mace**

February 11, 2020 East Montpelier Tree Warden Decision on Pilot Project

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: Harriet J. Borland and Patricia M. Hersey

Address for tree removal: 30 Schoolhouse Road, East Montpelier, VT

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
 Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
 No.

Other provisions:

Four horizontal lines for additional provisions.

Harriet J. Borland
Landowner 1

3/21/2020
Date

Patricia M. Henry
Landowner 2

3/21/2020
Date

30 Schoolhouse Rd
Address

Cabininvt@gmail.com
Email Address

802-223-2876
Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: RICHARD SMITH ; JENNIFER MYKA

Address for tree removal: 300 SCHOOLHOUSE ROAD

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

No.

Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

Yes.

No.

Other provisions:



Landowner 1

3-23-20

Date

Landowner 2

Date

300 Schomberg Road

Address

smith@ucva.com

Email Address

223-0668

Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: Guthrie + Amber Perry

Address for tree removal: 150 Wheeler Rd. E. Montpelier VT

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
 Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
 No.

Other provisions:

Four horizontal lines for additional provisions.

[Signature]
Landowner 1

3/30/20
Date

[Signature]
Landowner 2

3/30/20
Date

P.O. 294 East Montpelier VT
Address

guthriepl211@gmail.com
Email Address

802-622-4217
Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner:

Kimberly A. Swasey

Address for tree removal:

235 Wheeler Rd

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
- Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
- No.

Other provisions:

Kim Swasey
Landowner 1

27 MAR 2020
Date

Landowner 2

Date

235 Wheeler Rd
Address

KimberlySwasey@Comcast
Email Address

802 522-2914
Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: Seth B. Gardner

Address for tree removal: 628 Codling Rd. East Montpelier VT 05651

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
 Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
 No.

Other provisions:

none

Seth B. Gardner
Landowner 1

3-30-2020
Date

Landowner 2

Date

440 Snow Hill Rd.
Address

Seth B. Gardner@hotmail.com
Email Address

802 223-1370
Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: Bill Merrylees & Lucy Patti

Address for tree removal: 110 Gallison Hill Rd.

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
- Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
- No.

Other provisions:

Bill-Bill Merryles 3/23/2020
 Landowner 1 Date

Lucy-Lucy Patti 3/23/2020
 Landowner 2 Date

1410 Gallison Hill EM 05651 lucy.patti@icloud.com
 Address Email Address

(802) 223-4951
 Telephone

 Town Representative Date

 Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: CYNTHIA TOMASZEWICZ

Address for tree removal: 1555 GALLISON HILL RD. E. Mpls, VT

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (If checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

- Yes.
- Yes, but only in area agreed upon and flagged prior to the start of work.
- No.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

- Landowner will retain.
- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Brush disposal:

- Town will remove from property.
- Town may leave in a location designated by the Landowner to decompose.

Wood chip disposal:

- Landowner will retain.
- Town will remove from property.
- Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

- Landowner does not approve.
- Landowner agrees to removal, but only if herbicides are NOT used.
- Landowner agrees to removal, but only if done mechanically (pulled or girdled).

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

No.

Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

Yes.

No.

Other provisions:

Cynthia Tomaszewicz
Landowner 1

3/24/2020
Date

Landowner 2

Date

1555 Gallisow Hill Rd.
Address EAST MPR. VT.

Tomas802@yahoo.com
Email Address

(802) 229-4669
Telephone

Town Representative

Date

Title

Agreement between Landowner and Town of East Montpelier
For Ash Tree Removal within Road Right of Way

Landowner: Nona Estrin

Address for tree removal: School House Rd.

The Town of East Montpelier (Town) will be removing ash trees within the town road right of way as approved by the Town Tree Warden in the appended written decision of February 11, 2020. The work will be contracted out, and the contractor will carry liability insurance and be responsible for cleaning up the worksite when done. In preparation for that work, the Town and Landowner agree to the following specifications for the work on the Landowner's property:

The Town will provide prior notice of the schedule for tree removal at least one week before the start of work. (if checked, Landowner waives notice.)

Landowner allows access to property outside of the right of way as necessary to efficiently do the work, including felling trees away from the road.

Yes.

Yes, but only in area agreed upon and flagged prior to the start of work.

No. we have concerns here.

Both the Yes, but only in area agreed upon and flagged prior to the start of work. I question the removal of one tree on Right of Way line.

Log/Wood disposal (since the logs may have value to the Town's contractor, the Landowner cannot switch back to retaining the wood unless acceptable to the contractor):

Landowner will retain.

Town will remove from property.

Town may leave in a location designated by the Landowner to decompose.

Town should do each one as CAREFULLY as possible

Brush disposal:

Town will remove from property.

Town may leave in a location designated by the Landowner to decompose.

as this is worst possible time for habitat. Thank you.

on ground dispersed

Wood chip disposal:

Landowner will retain.

Town will remove from property.

Town may leave/broadcast in a location designated by the Landowner to decompose.

Invasive plant removal, if the Town decides to do such work (primarily buckthorn and honeysuckle, if present):

Landowner does not approve.

Landowner agrees to removal, but only if herbicides are NOT used.

Landowner agrees to removal, but only if done mechanically (pulled or girdled).

No further disturbance of soils on this valuable site.

Landowner wishes to preserve certain healthy ash tree(s) in the right of way and accepts responsibility for arranging for periodic insecticide treatment by a licensed applicator. The Town may request proof of adherence to the treatment schedule in order to assure that the tree health is being maintained. Tree(s) will be entered into the Town's GIS database for monitoring purposes.

- No.
 Yes. Tree(s) to be marked/flagged prior to cutting and described as:

Landowner requests consultation with Town Tree Warden to discuss long-term management of vegetation in the right of way, including selection of existing trees to focus on for preservation and identification of any tree health issues.

- Yes.
 No.

Other provisions:

All provisions dependent on our having a pre-cutting consultation with tree warden and cutting crew, as offered by the Tree Warden and Jeff Curtis, in the week prior to cutting.

Nora Q. Estlin

March 30, 2013

Landowner 1

Date

Landowner 2

Date

Address

2090 Towne Hill Rd

Email Address

noraestlin@gmail.com

Telephone

802.223.7745

Town Representative

Date

Title

TOWN OF EAST MONTPELIER
TREE WARDEN

In the matter of:

Town of East Montpelier
Request to Remove Ash Trees on U-32 Middle & High School Campus and
along Gallison Hill, Wheeler, and Schoolhouse Roads

24 V.S.A. §§ 2508-2509 Review

Procedural History and Applicant Request

1. The Town of East Montpelier Resilient Roads Committee has applied for a grant from the U.S. Forest Service through the Vermont Urban & Community Forestry Program to remove ash trees on the U-32 Middle & High School campus and within the town road rights of way on Gallison Hill, Wheeler, and Schoolhouse Roads. The purpose of the project is to proactively remove trees that are susceptible to infestation by emerald ash borer (EAB) (*Agrilus planipennis*), an invasive, non-native beetle that is decimating ash tree populations throughout much of the eastern half of the United States. EAB was first identified in the town of Orange in Central Vermont in February 2018 and has subsequently been confirmed nearby to East Montpelier in Montpelier, Plainfield, and Barre Town.
2. The East Montpelier Selectboard voted in favor of supporting the grant application on January 6, 2020. By letter dated January 13, 2020, U-32 Middle & High School indicated its support of the project as well.
3. Public shade trees, including those within a public road right of way, are subject to preservation and management by town tree wardens under state law, 24 V.S.A. § 2502:

Shade and ornamental trees within the limits of public ways and places shall be under the control of the tree warden. The tree warden may plan and implement a town or community shade tree preservation program for the purpose of shading and beautifying public ways and places by planting new trees and shrubs; by maintaining the health, appearance, and safety of existing trees through feeding, pruning, and protecting them from noxious insect and disease pests and by removing diseased, dying, or dead trees which create a hazard to public safety or threaten the effectiveness of disease or insect control programs. (24 V.S.A. § 2502)

4. The Town requested a review by the Town Tree Warden under the provisions of state law, 24 V.S.A. § 2508, which authorizes tree wardens to determine the necessity of public shade tree removal:

Unless otherwise provided, a public shade tree shall not be cut or removed, in whole or in part, except by a tree warden or his or her deputy or by a person having the written permission of a tree warden. (24 V.S.A. § 2508)

On December 24, 2019, the Town duly noticed a hearing pursuant to 24 V.S.A. § 2509(a); the hearing was convened before the Tree Warden Paul Cate on January 13, 2020 at U-32 Middle & High School:

(a) A public shade tree within the residential part of a municipality shall not be felled without a public hearing by the tree warden, except that when it is infested with or infected by a recognized tree pest, or when it constitutes a hazard to public safety, no hearing shall be required. (24 V.S.A. § 2509)

5. During summer of 2019, as an initial step in developing a management plan for addressing the roadside ash tree threat, the Resilient Roads Committee completed an inventory of ash trees within the rights of way of all Class 2 and 3 roads in town. The inventory's GIS database contains over 2,600 ash trees 6-inch DBH (diameter at breast height, or 4.5 feet above the ground) and larger, and 85% of those trees are currently considered to be in good health. No occurrence of EAB was found, although it may be present; early stages of infestation are somewhat difficult to discern.
6. The project would constitute the Town's first preemptive, large-scale removal of ash trees and help the Town determine whether it will continue taking a proactive approach to remove the trees before they pose a threat to public safety or become more difficult and costlier to remove. Dying and dead ash trees are very brittle, and arborists typically need to use specialized equipment and measures to safely remove the trees.
7. The project contains several elements. With respect to tree removal, there are three areas. On U-32 Middle & High School property within, or immediately adjacent to, the Gallison Hill Road right of way, an estimated 21 trees, 6-inch DBH and larger, would be removed, with the exception of perhaps one or two exemplary trees that may be preserved through the use of insecticides. Use of insecticides to prevent EAB mortality is a common but expensive alternative; treatments must continue at 2- or 3-year intervals as long as EAB is present, and EAB extirpation is not presently seen as likely. Ash trees smaller than 6-inch DBH would also be removed. The Committee would remove invasive plant species, such as buckthorn and honeysuckle, within the right of way and plans to work with U-32 to develop a long-term management plan for the hedgerow to optimize its diversity, health and appearance.
8. The second area would extend the ash-tree removal to the remainder of Gallison Hill Road in town, as well as nearby Wheeler and Schoolhouse roads. The Town would work with individual landowners regarding contractor access, if needed; determination of the fate of logs and brush, such as leaving logs for use as firewood; and the landowner's option to preserve ash trees if willing to take on the responsibility of insecticide treatment. The full extent of tree removal will depend on contractor bids. At a minimum, high-risk ash trees, those dead or dying or leaning over the road, would be removed. One hazard ash tree was identified on Wheeler Road and 6 on Schoolhouse Road. Full removal would include 18 additional ash trees on Gallison Hill Road, 24 ash trees on Wheeler Road, and 72 ash trees on Schoolhouse Road. On Wheeler Road, an additional 26 ash trees (two hazard trees) were identified along the north side of the road within the telephone company

right of way, and the Town may approach the company about removing those trees in coordination with this project.

9. The third area involves green ash trees that were used for landscaping during the most recent school renovation project. The Committee obtained a copy of the landscape plan from the school. The plan indicates that 17 ash trees were planted; the Committee determined that 14 remain. The Committee envisions planting at least 4-8 replacement trees not in the *Fraxinus* family; that would necessitate removal of a minimum of one of the existing ash trees, and potentially 8 trees. Further, more trees may be replaced if the school chooses to participate financially or if the planting costs are lower than expected. Green ash trees are particularly susceptible to EAB infestation compared to white ash, which is the dominant roadside ash species in town.

Findings and Conclusions

Pursuant to the requirements of state law as enumerated above, the proposed removal of healthy, non-infested shade trees is subject to the jurisdiction of the Town Tree Warden, who must determine whether it is in the public interest. There are no specific criteria set forth in the law.

As Town Tree Warden, I have considered the January 13, 2020, grant application, the testimony received at the January 13, 2020, hearing, and one post-hearing filing received (email of Nona Estrin, landowner on Schoolhouse Road, January 14, 2020). I have a specific knowledge of ash tree structural characteristics when dead or in decline and background knowledge of tree diseases and insect infestation, including EAB.

Testimony received at the hearing was generally supportive. Before the hearing, a presentation on ash trees and EAB was provided by Joanne Garton, a staff member of the Vermont Community and Urban Forestry Program at the Department of Forests, Parks, and Recreation. This was followed by a presentation by the Resilient Roads Committee to explain the project under consideration. A questions-and-answers session followed both presentations.

Comments and testimony included 1) whether replacement planting in the hedgerows should be undertaken, possibly transplanting trees from nearby forested properties or as a cooperative project between the landowners and the Town; 2) whether sub 6-inch-DBH ash trees could be retained and managed by the landowner if beneficial for screening of homes; and 3) beneficial alternate uses of the wood for firewood or landscape wood chips, for example. Ms. Estrin stated that the forested area on her property to the west of Schoolhouse Road:

...is a very sensitive natural area with highly unusual lime loving ferns and other plants including showy orchis, both Goldies fern and narrow leafed spleenwort. This rich remnant of hardwood Cobble has been documented by the upper Winooski Valley naturalists, and the field naturalist graduate program at University of Vermont. It resembles Walter Smith's in many ways, but is steeper and therefore more fragile.

Any cutting on the west side should not extend beyond the easement and should be done in winter to prevent irreparable damage. I will be happy to help in whatever way I can marking the sensitive areas, and will be in touch when we return February 1.

Proactive removal of live ash trees, based on the experience of other states, like Michigan, which have had EAB infestations back to at least 2002, is prudent and reasonable, and therefore in the public interest. Ash trees decline rapidly once infested with EAB, and removal of dead and dying trees becomes much more dangerous and expensive. Removal at a scheduled pace, as currently envisioned by the Town, also provides a more manageable approach compared to having to remove many ash trees over a shorter period when the decline becomes widespread in East Montpelier and regionally. The trees at the school along the roadway represent a particularly significant risk to public safety due to the facts that the road is heavily travelled and that the property is a school property.

State law provides landowners with the option of treating healthy right-of-way shade trees for preservation as an alternative to removal, assuming, of course, that the tree's location does not constitute an undue public safety risk:

The tree warden may remove or cause to be removed from the public ways or places all trees and other plants upon which noxious insects or tree diseases naturally breed. However, where an owner or lessee of abutting real estate shall annually, to the satisfaction of such warden, control all insect pests or tree diseases upon the trees and other plants within the limits of a highway or place abutting such real estate, such trees and plants shall not be removed. (24 V.S.A. § 2504)

I am conditioning my decision to explicitly provide for this treatment option, which would be at the landowner's burden.

With respect to Ms. Estrin's concerns, I expect that the work can be kept within the road right of way and outside of the sensitive area. Nonetheless, I am conditioning my decision on the Town and contractor coordinating the work with Ms. Estrin and asking that Ms. Estrin delineate the area prior to initiating work so that the contractor can take special precautions to avoid disturbance. Given that, I do not believe that it necessary to schedule work to occur during the winter.

DECISION

I hereby authorize this project to proceed as proposed conditional on the Town:

- 1) providing landowners with reasonable advanced notice of the work schedule and an opportunity to enter into a written agreement on the conduct of the work, including special access, disposal of logs and brush, and cleanup of the work site;
- 2) where necessary, measuring a tree's offset from the road centerline to assure that the tree is actually within the right of way;
- 3) giving landowners the option of long-term insecticide treatment for EAB at that landowner's expense if preferred as an alternative to tree removal, with no responsibility on the Town's part to arrange for the

treatments and potentially an obligation on the part of the landowner to demonstrate to the Town that the treatments are being made;

4) making specific prior arrangement with Ms. Estrin to a) delineate the mentioned sensitive area for the contractor in order to help avoid disturbance outside the right of way and b) arrange for a meeting between the contractor, Town, and Ms. Estrin prior to the tree removal; and

5) insuring that the contractor takes reasonable precautions to avoid damage to existing trees that are nearby.

Dated this 11th day of February 2020.

By: Paul Cate

Paul Cate, Tree Warden
Town of East Montpelier

NOTICE OF RIGHT TO APPEAL: In accordance with 24 V.S.A. § 2509(b), interested parties may appeal this decision to the East Montpelier Selectboard. Appeals must be filed, in writing, within 14 days of the date of this decision.