

Agenda Summary
February 12th, 2025

Agenda Item A-6

MOU with Trapp Family Lodge Regarding Operation of Radio Repeater

Summary: Enclosed is a draft Memorandum of Understanding between the Town and Trapp Family Lodge for the Town to install and operate a radio repeater on Trapp Family Lodge property. This will provide a signal for the Nebraska Valley and thereby improve municipal public safety and highway communication.

Town Plan Impact & Policy Impact: N/A

Financial & Human Resource Impact: Funds are allotted to the Public Safety Communication System Enhance Capital budget for this project of \$175,000. There is approximately \$25,000 left to cover the cost of installing a Radio Repeater at Trapps Lodge. The Town will be responsible for paying for the electricity for the repeater. A meter will be used to monitor exact usage and determine electrical cost. To develop this portion of the project, develop the MOU, and contracting for the work is estimated to take approximately 60 hours of the IT Manager's time.

Recommendation: Move to approve the enclosed MOU with Trapp Family Lodge and the Town of Stowe and the authorize the Town Manager to sign on behalf of the Town.

MEMORANDUM OF UNDERSTANDING

Between
Trapp Family Lodge
And the Town of Stowe
For Operation of a Radio Station Repeater

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into on February 1, 2025 by and among the Trapp Family Lodge, 700 Trapp Hill Road, Stowe Vermont 05672, hereinafter referred to as the “TFL”, and the Town of Stowe, Department of Information and Communication Technology, P.O. Box 730, Stowe, Vermont 05672, hereinafter referred to as the “Town”, and collectively referred to as the “Parties” or individually as a “Party.”

Purpose

The Town and TFL have entered this MOU to set a framework for allowing the Town to modify and operate an FCC Radio Station Repeater for purposes of public safety communications in the Town of Stowe.

The Parties Agree

- a. The Town and TFL agree that this MOU shall only pertain to and control the modification and operation of the Radio Station Repeater. Anything in addition to those parameters must be separately agreed upon in a future agreement.
- b. The Town agrees to pay the cost of the electricity based on Stowe Electric Department Commercial Rate, CM25P, to be reimbursed quarterly. A metered device will be installed to document the monthly usage of the device and to determine the reimbursement to Trapp Family Lodge.
- c. The Town will install equipment in and on the Green House located at 801 Trapp Hill Road. A rack will be installed inside and an antenna on the outside of the building. A microwave antenna will be installed at the Bierhall located at 1333 Luce Hill Road with some additional equipment inside the server room.
- d. The Town agrees that TFL will retain ultimate authority over the operation of the Radio Station Repeater and the Town will immediately discontinue the operation of the Radio Station Repeater at the request of TFL if just cause is provided. Otherwise, the operation of the Radio Station Repeater will be governed by the terms of this MOU.

Terms of Agreement

This MOU will become effective upon receipt of the last required signature and will remain in force until December 31, 2045, except that either Party may terminate this MOU after one hundred and eighty (180) days written notice to the other Party of its intent to terminate.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf and acknowledge that the Parties are relying on their representations to that effect.

For the Town of Stowe:

For Trapp Family Lodge:

Charles Safford, Town Manager
Its Duly Authorized Agent

Walter Frame, COO
Its Duly Authorized Agent

Witness:

Witness: