

TOWN OF LUDLOW, VT

SELECT BOARD

SPECIAL MEETING

THURSDAY, APRIL 13, 2023

8:00 A.M.

HOWARD BARTON, JR. CONFERENCE ROOM

AGENDA

1. Call to Order:
2. Consideration of any Changes, Additions or Removal to the Agenda:
3. Green Mountain Power Right of Way Agreement:
4. Jewell Brook Watershed Dam, Supplemental Watershed Agreement #2:
5. Other Business:
6. Possible Executive Session:
7. Adjourn:



NOTIFICATION OF POLE AND WIRE LOCATIONS

TO THE Selectboard

OF THE Town of Ludlow Vermont

DATE: 3 April 2023

This correspondence serves as notification from **Green Mountain Power (GMP)** that it intends to locate its poles, anchor guys, cables, lines and other usual fixtures and appurtenances for the transmission/distribution of electricity or of intelligence by electricity or light, together with permission to cut down trees, the removal tree generated debris from the work site, and the trimming of trees to maintain said lines, within the following public ways of said Municipality:

Reconstruct and modify the existing Aerial Single Phase Electric Distribution line now serving Trailside Road / Town Road # 55 to Aerial Three Phase Spacer Cable Construction.

The project includes new taller wooden poles. Some pole-to-pole span distances will be reduced to accommodate the new heavier gage electric conductors

See the attached construction schematic for Green Mountain Power Project 138094

The Municipal Highway Dedication for Trailside Road / Town Road 55 dated September 22, 1965 was also recorded in the Ludlow Land Records on December 08, 1965 and may be found at Book 53 Page 189.

This notification is filed in accordance with 30 V.S.A. §2502 for utility line installation and maintenance within the highway limits. Pursuant to 30 V.S.A. § 2502, lines of electric wires may be constructed and maintained by GMP upon or under a highway, in such a manner as to not to interfere with repairs of such highway or the public convenience in traveling upon or using the same.

Green Mountain Power

By David B. Waters

BY THE Selectboard

Dated _____
Please check the following that apply:

_____**AUTHORIZATION:** That **GMP** be and is hereby authorized to install and maintain poles and wires to be placed thereon, together with such supporting and strengthening fixtures and wires as the Company may see fit, in the public



ways of the Town of as heretofore designated. Such installation and maintenance will not interfere with repairs of the highway or public convenience in using the same. The Selectboard hereby finds that the cutting and trimming of trees within the highway right of way is necessary for the construction, operation and maintenance of the line(s).

All construction under this authorization shall be in accordance with GMP's standards and with plans submitted to the Selectboard.

_____ FURTHER AUTHORIZED: That TDS Telecom Service Corporation, an Iowa Corporation with a place of business in Ludlow, Vermont be and hereby is authorized to use these same rights and to install telephone cable(s) in the same location.

REQUEST FOR MORE INFORMATION: Pursuant to 30 V.S.A. §2503, the Selectboard acknowledges that the proposed actions are inconvenient or inexpedient and requests more information to determine where and in what manner such poles and wires shall be erected.

Signatures of the Selectboard or Duly Authorized Agent of the Town of Ludlow, Vermont:

The permit is recorded in the Records of the Town of Ludlow, Vermont in Book _____ at Page _____

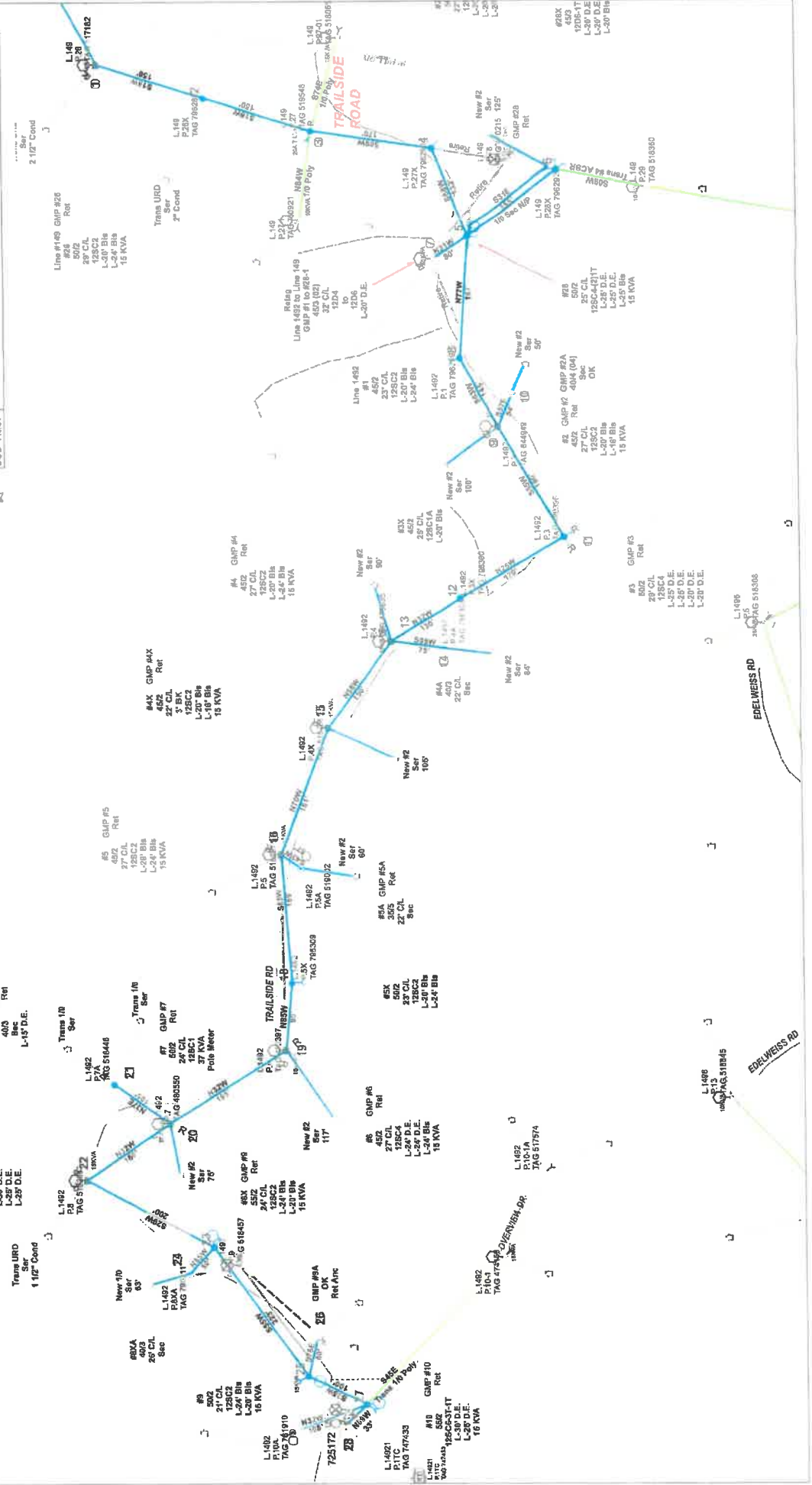
Attest: _____ Dated _____ Ludlow Town Clerk

GREEN MOUNTAIN POWER

Designer:	faustin	Designer Tel:	TDS
Town:	LUDLOW	Digsafe #:	BY SPFLD DISTRICT
Date:	3/30/2023	Road Name:	TRAILSIDE/TR55
Project #:	138994	Circuit:	SM G 62 Traffic Control: YES
Scale:	1" = 125'	Tel/Email:	Billing Code: BillCode
Job Title:	LINE 149 & LINE1496 FROM SINGLE PHASE TO 3 PHASE		



---TIMBER CREEK RD



EDLWEISS RD

EDLWEISS RD

Trans URD
110' Cond

GMP #7A
Ret

GMP #4X
Ret

Line #149 GMP #26
Ret

2 1/2" Cond

Jewell Brook Watershed Dam Sites #1, #2, #3 and #5

Supplemental Watershed Agreement No. 02

between the
Town of Ludlow, Vermont
(Referred to herein as Sponsor)

and the
United States Department of Agriculture
Natural Resources Conservation Service
(Referred to herein as NRCS)

Whereas, the original Watershed Plan Agreement for the Jewell Brook Watershed, State of Vermont, executed by the Sponsors named therein and NRCS, became effective on the 3rd day of April 1964; and

Whereas, a Supplemental Watershed Plan Agreement No.1, for the Jewell Brook Watershed, State of Vermont, executed by the Sponsors named therein and NRCS, became effective on the 22nd, day of June 1966; and

Whereas, application has heretofore been made to the Secretary of Agriculture by the sponsors for assistance in preparing a plan for works of improvement for the Jewell Brook Watershed, State of Vermont, under the authority of the Watershed Protection and Flood Prevention Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010, and 1012); and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS; and

Whereas, there has been developed through the cooperative efforts of the Sponsors and NRCS a supplemental watershed project plan no. 01 and environmental assessment for works of improvement for the rehabilitation for the Jewel Brook Watershed (Jewell Brook Dams VT00014, VT00015, VT00016, VT00017), State of Vermont, hereinafter referred to as the watershed project plan or plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on this watershed project plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

- 1. Term.** The term of this agreement is for the installation period (10-years) and evaluated (project) life (100-years) of the project (110-year total) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
- 2. Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
- 3. Real Property.** The sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the sponsors and NRCS are as shown in the cost-share table in Section 5 hereof.

Jewell Brook Watershed Dam Sites #1, #2, #3 and #5– Supplemental Watershed Plan & Environmental Assessment

The sponsors agree that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency that will continue to maintain and operate the development in accordance with the operation and maintenance agreement.

4. Uniform Relocation Assistance and Real Property Acquisition Policies Act. The sponsors hereby agree to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsor is legally unable to comply with the real property acquisition requirements, it agrees that, before any Federal financial assistance is furnished, it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.

5. Cost-share for Watershed Project Plans. The estimated total rehabilitation costs to be paid by the sponsors and by NRCS are as follows:

Table S-1: Cost Share Table for Rehabilitation of Jewell Brook Sites 1, 2, 3 and 5					
Works of Improvement	NRCS		Sponsor		Total
	Percent	Cost	Percent	Cost	Cost
Rehabilitation of Sites 1, 2, 3 and 5	n/a	\$20,308,300	n/a	\$10,185,200	\$30,493,500
Real Property Rights	0%	\$0	100%	\$250,000	\$250,000
Sponsor Project Administration	n/a	n/a	100%	\$500,000	\$500,000
Subtotal Cost-Sharable Costs	65%	\$20,308,300	35%	\$10,935,200	\$31,243,500
Non-Cost Sharable Items					
NRCS Technical Assistance/Engineering	100%	\$7,500,000	0%	\$0	\$7,500,000
NRCS Project administration	n/a	\$1,000,000	n/a	\$500,000	\$1,500,000
Permits	0%	\$0	100%	\$100,000	\$100,000
Subtotal: Non-Cost-Share Costs	n/a	\$8,500,000	n/a	\$600,000	\$9,100,000
Total Costs	n/a	\$28,808,300	n/a	\$11,035,200	\$39,843,500
Annual O&M Costs	\$0	0%	\$22,100	100%	n/a

1. Price base 2021.

2. Maximum Public Law 83-566 cost-share is 65% of eligible cost-sharable items, not to exceed 100% of total construction costs.

6. Land Treatment Agreements. The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention retarding pool site is adequately protected before construction of the dam. The sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the

watershed.

7. Floodplain Management. Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. For plans approved as of the date of this revised manual the sponsor is required to have development controls in place below low and significant hazard dams prior to NRCS or the sponsor entering into a construction contract.

8. Water and Mineral Rights. The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsors' cost share.

9. Permits. The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors' cost share.

10. NRCS Assistance. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

11. Additional Agreements. A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.

12. Amendments. This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.

13. Prohibitions. No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.

14. Operation and Maintenance (O&M). The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the evaluated (project) life (100-years). Although the sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

15. Emergency Action Plan. Prior to construction, the sponsors must prepare an emergency action plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.

16. Nondiscrimination Provisions. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021). By signing this Watershed Agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees, (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant, and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantees' payroll, or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

- A. The sponsors certify that they will or will continue to provide a drug-free workplace by—
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (2) Establishing an ongoing drug-free awareness program to inform employees about—
 - (a) The danger of drug abuse in the workplace.
 - (b) The grantee's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction.
 - (5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
- B. The sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.
- C. Agencies will keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018)

- A. The sponsors certify to the best of their knowledge and belief, that—
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of

an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions (7 CFR Part 3017).

- A. The sponsors certify to the best of their knowledge and belief, that they and their principals—
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
 - (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary sponsors are unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

- 20. Clean Air and Water Certification.** (Applicable if this agreement exceeds \$100,000, or a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. Section 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by EPA, or is not otherwise exempt.)

- A. The project sponsoring organizations signatory to this agreement certify as follows:
- (1) Any facility to be utilized in the performance of this proposed agreement is (), is not () listed on the Environmental Protection Agency List of Violating Facilities.
 - (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
 - (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.
- B. The project sponsoring organizations signatory to this agreement agree as follows:
- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.
 - (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
 - (4) To insert the substance of the provisions of this clause in any nonexempt subagreement.
- C. The terms used in this clause have the following meanings:
- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
 - (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
 - (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
 - (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
 - (5) The term “facility” means any building, plan, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plan, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures: The signing of this Public Law 83-566 Watershed Agreement by an authorized representative of the Sponsor indicates that the Sponsor has reviewed this agreement and the Jewell Brook Dams Supplemental Watershed Plan No. 01-Environmental Assessment and concur with the intent of contents of such. The Sponsors and NRCS further agree to all other terms, conditions, and stipulations of said watershed agreement not modified herein.”

The signing of this plan was authorized by a resolution of the Town of Ludlow adopted at a meeting held on _____.

Town of Ludlow, Vermont
P.O. Box 359
37 Depot Street
Ludlow, Vermont 05149

By: _____

Title: _____

Date: _____

U.S. Department of Agriculture
Natural Resources Conservation Service

Approved by:

Travis Thomason, State Conservationist
USDA Natural Resources Conservation Service
356 Mountain View Drive, Suite 105
Colchester, VT 05446