



TOWN OF WEATHERSFIELD  
SELECTBOARD

REMOTE/ VIRTUAL MEETING AGENDA

Monday, September 8, 2020 | 07:00PM

REMOTE PARTICIPATION (CONFERENCE CALL/ DIAL IN)

Phone Number: (646) 749-3122 | Access Code: 837-211-861

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Pursuant to Governor Phil Scott's March 30, 2020 Order Suspending Certain Provisions of the Open Meeting Law, See H.681, and the Governor's March 21, 2020 order imposing strict limitation on the number of people that may gather in one place, this meeting of the Weathersfield Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Weathersfield website, at [http://cms2.revize.com/revize/weathersfieldvt/covid-19\\_resident\\_information/guidance\\_for\\_remote\\_meetings.php](http://cms2.revize.com/revize/weathersfieldvt/covid-19_resident_information/guidance_for_remote_meetings.php)

For this meeting, members of the public who wish to watch the meeting may do so in the following manner:

**Comcast Channel "1087" and VTEL Channel "161" on Wednesday at 7:00PM**  
**GoToMeeting: "Live/ Real-time" – September 8, 2020 | 7:00PM**  
**SAPATV.org – Wednesday Afternoon**

In-person attendance is permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real-time, via technological means. In the event that we are unable to do so, despite our best efforts, we will post on the Weathersfield website an audio or video recording, transcript or other comprehensive record of proceedings as soon as possible after the meeting.

1. Call to Order
2. Comments from Selectboard/ Town Manager and Citizens on Topics not on the Agenda
3. Review Minutes from Previous Meeting (s) 08.17.2020
4. Town Manager Report
5. Land Use Administrator Report
6. Public Hearing Notice – Drumlin Road Easement
7. Motor Grader Bid Opening
8. Salt Shed Bid Opening
9. Interim Bylaw – re: Noise Performance Standards
10. 2014 Purchase & Sale Agreement – Q & A
11. Highway Garage Solar Site
12. Intersection - Rt. 5 & Thrasher Road
13. Appointments:
  - a. Budget Committee
  - b. Connecticut River Joint Commission
  - c. CRJC Mt Ascutney Subcommittee
  - d. Fence Viewer
  - e. Parks and Recreation Commission
    - Chris Whidden
    - Olivia Savage
    - Mark Richardson
  - f. Selectmen Representative to Schoolboard
  - g. Southern Windsor County Transportation Advisory Committee
  - h. Southern Windsor/Windham Counties Solid Waste Management District
  - i. Tree Warden
14. Approve Warrants
15. Any other business
16. Executive Session – Personnel
17. Executive Session – Written Complaint
18. Adjourn

Select Board Meeting  
Martin Memorial Hall  
5259 Route 5, Ascutney VT  
DRAFT of Select Board Meeting Minutes  
Monday August 3, 2020 7:00PM

Select Board Members Present:

Paul Tillman  
Michael Todd  
David Fuller  
Joey Jarvis  
N. John Arrison  
Brandon Gulnick, Town Manager

Attendees: BJ Esty, Lynn Esty, Carol Heir, Doug Reed, Dillin Reed

Online Attendees: Darlene Kelly, Steve Heir, Nikita Lenihan

- 1.) Call to Order by Chair, David Fuller at 7:00 pm
- 2.) Public Hearing – David Fuller called the Public Hearing for the VCDP Grant

MEMORANDUM

To: Weathersfield Selectboard  
CC: Weathersfield Residents  
From: Town Manager  
Date: 08/17/2020  
Re: Public Hearing – VCDP Grant

The 1879 Schoolhouse Project was funded by a VCDP grant and is now complete. The grant funded portion of this project included modifications to the rear exterior door, including the construction of a handicap accessible ramp, improvements to handicapped accessible parking and signage, and improvements to the approach from the parking area to the newly constructed entrance ramp. One of the obligations of the Town of Weathersfield as a condition of accepting the grants funding is to hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report. The Public Hearing Date was set on July 20, 2020 to August 17, 2020.

BJ Esty thanked the Select Board and volunteers for their involvement over the past 3 years to help make this project a success.

Paul Tillman made a motion to close the public hearing for the VCDP Grant for the 1879 Schoolhouse Project on 8-17-20.

John Arrison – 2<sup>nd</sup>

No further discussion

Vote - unanimous

David Fuller closed the public hearing.

### 3.) Comments from Selectboard/Town Manager and Citizens not on Agenda

David Fuller wanted to discuss coordinating the scheduling when the Town Manager is out of the office.

Lynn Esty from the Lister's Office read the following:

**TO:** Weathersfield Select Board, Weathersfield Town Manager  
**FROM:** Weathersfield Listers  
**DATE:** August 13, 2020  
**SUBJECT:** Town-Wide Reappraisal

On October 29, 2019, March 5, 2020 and August 10, 2020, the Listers requested to be put on the Select Board Agenda to share their plan for a Town-Wide Reappraisal. Since that request has not been granted we are here tonight to discuss our plans with you.

Our last town-wide reappraisal was completed in 2008. It is highly recommended by the State of Vermont Department of Property Valuation and Review that there not be more than 5-8 years between reappraisals. It has now been 12 years since our last town-wide reappraisal.

There is currently a 3-year waiting period from when proposals are accepted to start of a reappraisal. That means that even if we start the process this week the earliest our reappraisal could potentially start is in 2024.

It is better to start this process on our own than to be ordered by the State of Vermont (with State imposed deadlines) to undertake this task.

Sufficient money has already been set aside in a reserve account (on a yearly basis) to complete this project (without any additional cost to the townspeople). As of July 31, 2020, the reserve fund has a balance of \$235,442.23 We believe this is an adequate amount to cover the cost of the town-wide reappraisal.

At this point in time, due to the COVID-19 pandemic, we are seeing a drastic rise in the purchase price of properties being sold in Weathersfield. This will greatly affect our COD and CLA, which are the two indicators the State of Vermont uses to determine whether there a town-wide reappraisal required.

We understand that this is a statewide trend. If this trend continues, there will be a multitude of towns in Vermont that will be required to start town-wide reappraisals. With a limited number of state approved appraisal firms to choose from, it is pertinent that we start the process as soon as possible.

The Listers Office would like to work with the Select Board regarding this project. Communications during the various stages in the process - discussed in this public forum - would go a long way to helping the residents understand what is going on and be more accurately informed.

David Fuller said this topic is not on the agenda so it will not be discussed tonight.

4.) Review of minutes from previous meetings:

Minutes from 8-3-20:

Michael Todd made a motion to approve the minutes from 8-3-20 with any grammatical and spelling errors.

2<sup>nd</sup> – Joey Jarvis

No discussion

Vote – unanimous

5.) Town Manager Report

## Town Manager Report

**To:** Weathersfield Selectboard  
**CC:** Weathersfield Residents & Staff  
**From:** Brandon Gulnick, Town Manager  
**Date:** August 17, 2020

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### TRANSFER STATION JOINT COMMITTEE MEETING

On Wednesday, August 12, 2020 the first Joint Committee Meeting took place as recommended in the Transfer Station Report sent to the Towns of Reading and West Windsor on July 23, 2020. Attendees of this meeting included Martha Harrison, Town Administrator in West Windsor, Edwin Johnson, Selectboard Chair in West Windsor, Bob Allen, Selectboard Chair in Reading, Paul Tillman, Selectboard Representative to Solid Waste in Weathersfield, Darlene Kelly, Finance Director in Weathersfield, and Ted Siegler, a Resource Economist with 40 years of solid waste management experience, working for the states of Maryland, Nevada, and Vermont since 1987 as a Partner at DSM Environmental Services.

We began the meeting with a brief overview of the Transfer Station Report and held a round table discussion regarding our next steps. West Windsor will be conducting a survey in their Town to get an idea of how many residents are currently using the Weathersfield Transfer Station. According to Edwin Johnson, the Town of West

Windsor is quite willing to participate as they, as well as Reading, understand that the Weathersfield Transfer Station is a valuable asset to our 3 communities. Ted Siegler stated that he will be more than willing to do pro-bono work to assist us in achieving our goals, which were outlined in the Transfer Station Report. Mr. Siegler stated that he will be scheduling a meeting with Paul and I to sit down and draft an Action Plan to serve as a jumping off point.

One of the questions that was asked is whether or not we exclude undeveloped parcels from the Transfer Station Permit Fee. After examining the FY20 budget year-end report we noticed that the budget was \$81,100, but the actual was \$77,300. The gap between these two numbers demonstrate that 76 properties were not charged a Permit Fee for Transfer Station Use. According to Carolyn Hier quite a few years ago the Selectboard decided to waive the solid waste assessment fee for any open land parcels if the owner already is paying it on a residential parcel. The 76 properties that are not charged have multiple properties in Town. From what I've learned in the past 6 months of employment with the Town is that residents that do own multiple parcels in Town receive multiple Permit Stickers enclosed in their Tax Bills, but they only pay 1 Permit Sticker fee.

I will keep the Town well informed as we move forward in our efforts to create a fair and equal payment structure throughout the three (3) towns that use the Weathersfield Transfer Station.

Doug Reed noted that he has 2 parcels of land with no buildings, but does receive 2 envelopes with 2 stickers and being charged for property that doesn't use the solid waste.

David Fuller said that properties with no buildings should not be receiving the solid waste fee.

6.) Vote to move the September 7<sup>th</sup> Selectboard Meeting to September 8<sup>th</sup>.

Michael Todd made the motion to move the September 7<sup>th</sup> Select Board Meeting to September 8<sup>th</sup> at 7pm at Martin Memorial Hall.

Joey Jarvis – 2<sup>nd</sup>

No Discussion

Vote - unanimous

7.) Discussion Year-End Fund Balances

David Fuller stated "We are past the year end of 6-30-20, which is our financial year end. Based on conversations with Brandon (Town Manager), that the Finance Department wanted these monies transferred to Reserve Accounts. I'm not in favor of that at this particular time for these reasons:

- 1.) The Governor just extended the State of Emergency.
- 2.) We delayed sending out our tax bills by one month.
- 3.) We don't know how the first quarterly tax bill is going to work, whether not we get paid on the first quarter.

4.) The legislature has given us extreme latitude with so much leeway in the financial world right now.

I do not see the danger in holding these funds exactly where they are.”

John Arrison asked “If they move it into the undesignated fund balance it would accomplish what Darlene and that money could be tapped at any time, for any purpose. It would accomplish what you are saying, but also going on our bookkeeper’s recommendation.”

Steve Heir – “ The reason we brought this forward to you is that because we bring this forward at the end of every year to give the Selectboard the opportunity to decide if any fund balance is going to be moved into reserve funds or not, it’s not going to necessarily go against any advice we have or it’s not going to make the auditors particularly upset. It just subtly or not so subtly changes what access we have to the surplus funds. Although, there is always a way to reverse whatever we do. Whether you put the General Fund balance in the Rainy-Day fund or you just leave it on reserve, then it flows forward at the end of next year. It’s really your choice, there is more uncertainty this year than there normally would be, so whether you put it in the Reserve Funds or not, you can build cases that support either decision. It’s up to you folks.”

John Arrison asked Steve Heir “Is doing nothing is that the same result as the money going into a non-designated reserve?”

Steve Heir “If you don’t do anything then the money is just an undesignated reserve and it will be applied to the 21-22 budget when you start having that discussion.”

No decision will be made at this time to move the balances.

FINANCE DEPARTMENT  
DATE: 29 July 20  
TO: Selectboard  
FROM: Darlene Kelly  
SUBJECT: FY20 Year-End (Pre-Audit)

Attached please find the summary financial report for the fiscal year ending June 30, 2020.

General Fund Administration: Revenues are 101% of budget and expenses are 100% of budget. In total the administration budget is a break even. There are several line items over budget but others that were not spent contributing to this at year end.

Fire Services: The fire service expenses for FY20 were \$194,574 or 101% of budget. The emergency management line item is a part of this department and is associated to COVID-19 expenses, the total expenses for FY20 are \$9,640 which we are hoping to get some reimbursement from the state. I wanted to note WWVFD PPE looks over budget

however they reimbursed the town for gear which is booked to the misc. revenue line, so the items are not netted. WWVFD fire equipment repairs line was over budget, but most other items remained on budget.

Police: Police revenues are at 89% and expenses at 102% of budget. There are several line items over budget including equipment and supplies, uniforms, service to police vehicles and office supplies.

Finance: Expenses are slightly over budget at 102% with salaries and VMERS contributing to this being over budget.

Lister: Lister Revenue is 87% of budget and expenditures are 97%. Late homestead filing was budget for this department, but it is hitting the admin budget with other tax revenue.

Town Clerk: Town clerk revenues are 130% of budget and expense are 106%. The town clerk saw significant increase in her revenue due to the change in recording fees in July of 2019. In turn it affected expenses, as per state statute many of the fees Flo-Ann collected need to be transferred to her reserve accounts by year end. Her operating expenses were on budget.

Land use: Revenues are at 78% of budget and expenses at 57%. Both revenue and expenses were under budget due to this position being vacant most of FY20 significantly contributing to the surplus in the general fund, this will change in FY21.

Library: Revenues are slightly over budget and expenditures are at 95%, which is slightly under budget for the end of the fiscal year. Overall, the general fund will have a \$62,467 surplus pre-audit, some adjustment may be made for delinquent taxes based on the agreements the town has entered and probabilities of collecting on those agreements. The vacant land use position was half the savings along with an increase in tax revenue from more residents filing their homestead declarations and reducing the liability we owed to the school. We will need to decide before the audit on what should be done with this surplus. Attached is the pre-audit budget to actual line item budget.

Highway Fund Highway Fund (pre audit) will look to end the fiscal year with a \$93,219 surplus. The mild winter and COVID has made an impact on this surplus and is not a reflection of what future years will look like. Salt, overtime expenses and repairs and maintenance were under budget contributing to half the surplus. Many other line items were under budget and very few over budget along with an increase in state aid were all contributing factors. I think this is an opportunity to put some money in reserves for paving projects or capital equipment reserves so we can limit our borrowing on these items in the future. Attached is the pre-audit budget to actual line item detail.

Solid Waste Solid waste fund (pre-audit) will look to end the year with a \$5,682 deficit. Revenues were over budget by 4% or \$9,906 but expenses were over budget by 6% or \$16,387. C&D, trash, and recycling tippage were significantly over budget. Again, we saw an increase in volume due to COVID and early in the fiscal year we tried to address

the issue with C&D and the punch card system. In the future we need monitor this fund closely to make sure the proposed fix for future fiscal years will put this fund back to a break even or profit so we can start working on reserves to address items that will need replacing in the future. Attached is the pre-audit budget to actual line item detail.

David Fuller asked to move the next item #8 Tax Collectors Report to #9 and move #9 Discussion & Possible Action on a Special Town Meeting Date to #8.

No objections.

8.) Discussion & Possible Action on a Special Town Meeting Date:

We met the deadline to add the Fire Processing Bylaw Change, as written, on the printed ballot.

Paul Tillman made a motion to hold a Town Meeting to discuss the petition that is on the ballot for the General Election on November 3, 2020 on Saturday September 19, 2020 at 1pm at the Weathersfield School outdoors with an alternate location of the 1879 Schoolhouse Saturday September 19, 2020 at 1pm pending approval from the Weathersfield School”

John Arrison 2<sup>nd</sup>

Vote - unanimous

9.) Tax Collectors Report on 2014 Purchase & Sale Agreement

REPORT

To: Weathersfield Selectboard

Cc: Weathersfield Residents

From: Tax Collector, Town Manager

Date: August 14, 2020

Re: Delinquent Tax Agreement – July 14, 2014

INTRODUCTION

As the Tax Collector for the Town of Weathersfield it is my responsibility to enforce the Administrative Policy on Delinquent Tax, Water, and Wastewater Assessment Collections and Title 32 Chapter 133 of Vermont Statutes Annotated. See Attachment A – Administrative Policy on Delinquent Tax, Water, and Wastewater Assessment Collections & Attachment B – Title 32 Chapter 133. Please note this policy was adopted on May 24, 2010, amended on December 20, 2011, and reviewed on July 10, 2017.

It’s important to note that the Town Manager is also the Tax Collector in the Town of Weathersfield. Tax Collectors do not have an interest in many of the requirements found in the Purchase and Sale Agreement this report is focused on. Regarding the Purchase & Sale Agreement, the Tax Collectors interest is only fulfilled when the Town of Weathersfield becomes whole as it pertains to delinquent taxes. Once this condition is met the Tax Collector is satisfied. Generally, Tax Collectors do not participate in

Purchase & Sales Agreements such as the P&S this report is focused on. The duties and responsibilities of the Town Manager include decision-making authority in the Best Interest of the Town under the direction of the Selectboard. Over time Selectboard members and Town Managers change, however, previous agreements and plans remain and become the responsibility of the current Selectboard and Town Manager to complete when the previous administration changes with unfinished business such as the Purchase and Sale Agreement this report is focused on.

On July 21, 2014, a Purchase and Sale Agreement (see Attachment C) was made with a homeowner in Weathersfield to satisfy over \$86,000 in delinquent taxes going back to the year 2000. Her delinquency, according to the agreement, is comprised of approximately \$41,515 in principal and the remainder in interest and penalties. To satisfy the delinquent taxes the owner agreed to 3 conditions and the town agreed to 5 conditions. The Purchase and Sale Agreement also contains 4 contingencies.

The purpose of this report is to demonstrate whether each condition and contingency of the Purchase and Sale Agreement was met and explain my position as Tax Collector on the abatement of \$78,506.13 in delinquent taxes as of August 11, 2020.

## PURCHASE AND SALE AGREEMENT

The OWNER, represented by her Attorney, agreed to the following...

### CONDITION 1

“The owner will subdivide the 5.06-acre parcel she owns at the corner of Thrasher Road and Jason Smith Road using the brook as the dividing line. This will create two lots, one of approximately 2 acres and the other 3 acres. The three-acre parcel is the more easterly parcel and borders the interstate. She will deed the 3-acre parcel to the town. It is the intent of the Town to construct a gravel trailhead parking lot on this parcel for use by those seeking the access the Town Forest.”

### FINDING - 1

On March 2, 2020, the owner signed an Act 250 Disclosure Statement subdividing the 5-acre parcel to create 2 lots (see Attachment D). On the same date, the owner recorded a Warranty Deed guaranteeing a clear title to the three-acre parcel and granting it to the Town of Weathersfield for One Dollar (See Attachment E).

### CONDITION 2

“The owner will grant a permanent, non-motorized right of way to the Town on the property she owns on the north side of Thrasher Road. The right of way will be in a location mutually agreeable to the Town and the Owner; a tentative location has already been selected. It is the intent of the Town to use the right of way for a trail for non-

motorized recreation such as for hiking, mountain biking, and horseback riding. Agreement of trail location shall not be unreasonably withheld.”

## FINDINGS - 2

On March 2, 2020, the Grantee gave, granted, sold, conveyed, and confirmed a 30 foot (30’) wide trail easement over the lands of the Grantee for construction and maintenance of a trail for recreational use from Thrasher Road to lands now or formerly of the State of Vermont and/or Charles Johnson, across lands of the Grantor located northerly of Thrasher Road (see Attachment F).

## CONDITION 3

“The Owner will pay to the Town whatever money she receives from the sale of the two-family dwelling and lot she owns at 206 Jason Smith Road, minus closing costs. The property shall not be sold for less than \$20,000.00.”

## FINDINGS – 3

On December 2, 2014, the Owner of the two-family dwelling and 4.2 acres located at 206 Jason Smith Road sold the property for \$22,033.85 (see Attachment G). Additionally, see Attachment H for the Payment Detail to the Town of Weathersfield. The money was distributed as follows: \$15,846.20 for delinquent taxes owed on parcel 050154-1 (206 Jason Smith Road) and \$2,895.09 for delinquent taxes owed on parcel 050154 (739 Thrasher Road).

The TOWN, acting by its Selectboard, agreed to the following...

## CONDITION 1

“To pay all appraisals, survey, permitting, and closing costs.”

## FINDINGS – 1

On July 22, 2014 Jim Mullen, previous Town Manager, advertised an RFP for Survey Work (see Attachment I). Mr. Mullen hired Robert W. Farnsworth to complete this work for a total of \$2,985.00 (see Attachment J).

On August 25, 2014 Jim Mullen advertised an RFP for Wetlands Delineation and Permitting Services (see Attachment K). Mr. Mullen hired Connecticut Valley Environmental Services, Inc. to complete Wetlands Delineations and Permitting Services for a total cost of \$1,950.00 (see Attachment L).

On February 11, 2015 the Connecticut Valley Environmental Services, Inc. drafted a cover letter and invoiced the Town \$350.00 to prepare the ANR Wetland Application and supporting documents, such as Impact Plan, Photos, Etc. (See attachment M). According

to the Cover letter, a check for \$1,679.00 was enclosed from the Town for the impact fee. On May 4, 2015, a letter was written to Jim Mullen to prepare a draft amendment to include additional items requested for the wetlands permit for this project. According to an email written from Jim Mullen to Timothy Knapp, Project Engineer at Dufresne Group Consulting Engineers, the fee of \$1,600 was revised to \$2,550 for these services (see Attachment N).

On May 20, 2020, the Town Manager hired Mark R. Tillson to appraise the 2.86-acre parcel of land and the trail easement. The total cost of this appraisal was \$400.00. Mr. Tillson’s opinion of value for the 2.86-acre parcel and trail easement is \$23,000.00 (see Attachment O). I am unaware of any closing costs paid by the Town of Weathersfield.

The total amount spent in appraisals, survey, and permitting costs to date is \$9,914.00. Please note, this does not include legal fees.

**CONDITION 2**

“To support the application pending before the Weathersfield Board of Abatement to cover the value of her delinquent tax obligation remaining after the value of the following are backed out: (a) the three acre parcel, (b) the right of way, (c) cash received from the sale of her house on Jason Smith Road (minus closing costs), and (d) appraisal, survey, permitting, and closing costs. The value of the parcel and the right of way will be determined by an appraisal.”

**FINDINGS – 2** The application has been pending before the Weathersfield Board of Abatement since it was submitted in 2011. The Owner currently owes \$78,506.13 in delinquent taxes.

**Condition # 2 – Purchase & Sale Agreement**

Item	Amount	Total
Delinquent Taxes Parcel 05-01-54 (Thrasher Rd)	\$104,401.22	= \$120,247.42
Delinquent Taxes Parcel 05-01-54-1 (Jason Smith Road)	\$15,846.20	
Jason Smith Road Sale	\$18,741.29	= \$41,741.29
2.86-acre parcel & easement	\$23,000.00	
<b>Total Amount Delinquent:</b>		<b>\$78,506.13</b>

**FINDINGS – 2 CONTINUED**

The first column in the chart above shows the Delinquent Taxes owed on Parcel # 05-01-54. When the Owner sold the Jason Smith Road property there was a lien on the property for delinquent taxes in the amount of \$15,846.20 (Column 2 in the chart above). The Town received a total of \$18,741.29 from the sale (Column 3 in the chart above). The remaining

\$2,895.09 was applied toward the delinquent taxes the Owner owed on Parcel 05-01-54 (739 Thrasher Road). Please note that the Delinquent taxes owed on the Thrasher Road property above includes this \$2,895.00 in the total, which was backed out in Column 5 in the chart above "Total Amount Delinquent." Additionally, the \$15,846.20 in delinquent taxes owed on the Jason Smith property was paid on December 2, 2014. See Attachment P for a breakdown of delinquent taxes owed on parcel # 05-01-54 (Thrasher Road).

#### CONDITION 3

"To release the delinquent tax lien on the two-family dwelling at 206 Jason Smith Road at the time of the sale of the property.

#### FINDINGS – 3

As discussed above, the two-family dwelling at 206 Jason Smith Road was sold, delinquent taxes were paid from the sale, and the delinquent tax lien was released.

#### CONDITION 4

"To screen the beginning of the trail easement from the Abbott residence using mutually agreed, reasonable measures such as trees, bushes, and fencing.

#### FINDINGS – 4

As of August 11, 2020, no screening of the trail easement has taken place.

#### CONDITION 5

"To post the trailhead parking area as open for use only during daylight hours.

#### FINDINGS – 5

The trailhead parking lot has not been converted into a parking lot as of August 11, 2020. No signage is displayed on the parking lot nor at the trailhead.

The PURCHASE AND SALE AGREEMENT contains the following contingencies:  
CONTINGENCY 1

"The Town obtaining all necessary permits (including, but not limited to, subdivision and wetlands permits), needed for the subdivision, trailhead parking lot, and trail.

#### FINDINGS – 1

On April 8, 2016 Ed Morris, Town Manager, received a letter from Rebecca Chalmers, District Wetlands Ecologist.

The letter (see Attachment Q) explains her intent to deny the Wetlands Permit Application. She raised the following concerns, in a nutshell:

1. The Town Manager's response to her email regarding public comments on the application did not alleviate the substantive concerns raised.
2. The primary issue raised during the comment period is the question of the Town of Weathersfield's legal authority to construct the planned project. Charles Johnson refused the easement across his land and without the easement the project cannot move forward as proposed.
3. The Town of Weathersfield did not meet the burden of demonstrating that all practicable measures have been taken to avoid and minimize adverse impacts on the wetland due to trail construction.

According to this letter, there are three options moving forward:

1. Within 60 days of this letter, resubmit the application with additional details related to all wetland impacts proposed along the connector trail, including any wetland or buffer impacts on easement lands, and proof that all wetland impacts have been evaluated and all practicable measures have been taken to avoid adverse impacts on the wetlands. Please also submit any easements, agreements, or other documents demonstrating that you have permission to construct the proposed trail across the Abbott and Johnson properties.
2. Within 60 days of this letter withdraw your application; or
3. The Program issues a permit denial.

After the Town Manager received this letter the decision was made to withdraw the wetlands permit application and he began working with the State Department of Transportation to see if a right of way within their right of way alongside Highway 91 is possible.

Mr. Morris and Brian McAvoy from the State Department of Transportation began working together to secure this easement. On Wednesday, April 10, 2019 Mr. McAvoy wrote an email to Mr. Morris stating "I just wanted to give you a heads up that I'm waiting on some feedback and sign-off from our Environmental and Right-of-Way folks. A few key people have been out of the office. On a positive note FHWA has given their blessing to locate the trail as proposed within the I-91 right-of-way. With the understanding this is State property and if for any reason in the future we needed that area for any reason that you would need to relocate."

I requested documentation from Brian McAvoy granting the Town of Weathersfield permission to use the I-91 right of way to gain access into the Town Forest. He stated he will be getting back to me shortly.

The subdivision plan is complete (see Attachment R). See Wetlands Delineations (Attachment S). See Abbott Survey (Attachment T).

#### CONTINGENCY 2

“The removal of the current use lien on the three-acre parcel.”

#### FINDINGS – 2

According to Atty Dakin, the three-acre parcel is not in current use. The easement does not need to be removed from current use status and will not change her existing arrangement.

#### CONTINGENCY 3

“The release of Emily’s existing mortgage for the three-acre parcel and the easement area.”

#### FINDINGS – 3

Pending Nate Stearns

#### CONTINGENCY 4

“The Town obtaining a right of way from Charles Johnson to enable the trail to cross the narrow strip of land owned by Mr. Johnson that is situated between the Abbott land and the Town Forest. This may necessitate Emily granting Charles an easement (preferably not located in the same location as the Town’s right of way) so that he may cross her land for the purpose of maintaining the spring on his strip of land.”

#### FINDINGS - 4

This contingency was not met. Mr. Johnson states in his public comment letter that the Town has not secured an easement over his Parcel #050155, which is necessary to construct the project as proposed. The Town agrees in an email dated February 23, 2016 that it does not have an easement over the Johnson property. Without this easement, the project cannot be constructed as proposed. The application itself explicitly requires the submittal of any easements, agreements, or other documents conveying permission to use and access the property; such documents have not been submitted.

#### RECOMMENDATION FROM THE TAX COLLECTOR

As the Tax Collector for the Town of Weathersfield I must act objectively and make impartial decisions based on State Law and the Policies approved by the Town of Weathersfield. Nowhere in this policy does it state that we can accept easements and acreage in return for an abatement of delinquent taxes. I strongly urge the Selectboard and Board of Abatement to deny this application and move forward with the procedures set forth in our Administrative Policy on Delinquent Tax, Water, and Wastewater Assessment Collections.

A decision to abate over \$100,000 in taxes in return for an easement and a 3-acre parcel with a value of \$23,000 is not only a bad deal for the Town of Weathersfield, but it is also a slippery slope. The precedent we set is that we now accept items of value other than cash for tax payments. We cannot make an exception for 1 person. The minute we do that we open the door for residents to pay their taxes with items rather than currency. I have a big problem with this deal as the rest of the taxpayers in the Town of Weathersfield pay the taxes they owe, including all interest and penalties. As the Tax Collector, I mail out delinquent tax notices to residents who are delinquent and provide an opportunity to make a payment arrangement and assist residents to become current. The Policy is very clear. The Town of Weathersfield has held numerous Tax Sales over the years to recover delinquent taxes for the Town of Weathersfield. When taxes are not paid, they are passed along to the Town and taxes increase. We cannot treat one person differently than everyone else in Town. Its not ethical, fair, appropriate, and certainly not in the best interest of the Town.

The Town Clerk, Flo Ann Dango, stated that Emily Abbott will need to fill out a new Abatement Request Form to include the amount of taxes being requested for abatement since this number has changed since the application filed in 2011. Please see Attachment U – Abatement Request Form. I strongly recommend that this application include the additional information requested under “Additional Information,” including a listing of all assets owned including any debts owed on those assets and a monthly budget showing all income and expense for all household members. I strongly encourage the Board of Abatement to deny this request because it is my understanding that Emily Abbott has assets to cover the delinquent taxes owed.

On Page 31 of the Town of Weathersfield’s June 30, 2019 Audit Report there was an allowance setup for “doubtful accounts” of \$69,400. I disagree with this action because the application was not put before the Board of Abatement to be abated in 2019 nor were all of the conditions and contingencies met in the Purchase and Sale Agreement (assuming the Purchase & Sale Agreement was legal to begin with). According to Steve Hier, the auditors set this up specifically for the Abbott Property. Steve stated that we will have to expense anything we abate above this amount and it does not matter whether it is principal, interest, or penalty. This means that \$9,106.13 will hit the FY21 budget if the Board of Abatement decides to abate the \$78,506.13 in delinquent taxes, which I am strongly against and do not believe is in the best interest of the Town of Weathersfield. See Attachment V – Receivables > Allowance for Doubtful Accounts – Delinquent Taxes, Penalties, and Interest.

My recommendation is to hold true and firm to the Policy that was approved by the Town of Weathersfield. There is no sense in having a Policy in place if we allow exceptions on a case-by-case basis. If exceptions are allowed, I would strongly urge a Public Meeting of the Town to have input on the exception. In this case I fully understand the easement and 3- acre parcel will provide access into the Town Forest from Weathersfield. In this case the Town should have made an offer to Emily Abbott to purchase the easement and three-acre parcel for the appraised value and within this Purchase & Sale agreement there should have been a stipulation that the money for the 3-acre parcel & easement would automatically be distributed to delinquent taxes. The Purchase & Sale Agreement is not clear to the naked eye. For example, see condition 3 “The Owner will pay to the Town whatever money she receives

from the sale of the two-family dwelling and lot she owns at 206 Jason Smith Road, minus closing costs. The property shall not be sold for less than \$20,000.00.” This condition misleads the public and infers that the \$20,000.00 received from the Jason Smith Road property is free and clear to be distributed to the delinquent taxes noted in the introduction to the Purchase & Sale Agreement. This is totally misleading because the Jason Smith Road property, as shown in Attachment G, had a Tax Lien on it for \$18,063.29. The total amount of delinquent taxes owed in the Purchase and Sale Agreement should have included the delinquent taxes on all of the parcels owned by the resident to reflect an accurate number to all residents in the Town of Weathersfield. Condition 3 is misleading because it appears that all the money received from the sale of this property will reduce the total amount of delinquent taxes referenced in the introduction to the Purchase & Sale Agreement. The facts are shown on Attachment H, which demonstrate that \$15,846.00 from the sale of the Jason Smith property was automatically distributed to delinquent taxes owed on this property. Only \$2,217.09 was distributed to delinquent taxes owed on parcel # 05-01-54.

The purpose of the brief explanation above is to demonstrate one of the flaws in the Purchase & Sale Agreement as written. We can discuss all the flaws with this Agreement, but I do not think its necessary. What can we do now to strengthen the deal for all the residents in Weathersfield?

1. From the total Delinquent Taxes owed (including interest & penalty) we back out the appraised value (\$23,000) of the 2.86-acre parcel & easement.

The property has already been legally given to the Town of Weathersfield through a Warranty Deed (Attachment E) and an Easement Deed (Attachment F). The Town of Weathersfield has already paid the closing costs to do this. It is clear that access into the Town Forest is beneficial for our community. If the closing on the 2.86-acre parcel and easement had not already taken place I would have suggested voiding the Page 9 of 10 existing Purchase & Sale Agreement and writing a new Purchase & Sale Agreement dealing specifically with the Easement & 2.86-acre parcel.

Please note that at the time of this recommendation I do not have anything in writing permanently granting the Town of Weathersfield an easement from the point of the easement we were given from Emily Abbott to the Town Forest. All we have is an email stating that “FHWA has given their blessing to locate the trail as proposed within the I-91 right of way With the understanding this is State property and if for any reason in the future we needed that area for any reason that you would need to relocate.”

The first problem I have with this is that the easement may or may not be granted to the Town of Weathersfield forever. If the state decides they need it for something in the future the \$23,000 the Town spent on the easement and 2.86-acre parcel for the purpose of gaining access to the Town Forest will be useless. For this reason, it is my opinion that Contingency 4 in the Purchase and Sales Agreement was not met. If an easement was given from Charles Johnson it would have been a permanently deeded easement that would have guaranteed access to the Town Forest forever. There is no exception in the Purchase & Sale Agreement stating that temporary access is supplemental to permanent

access. I have reached out to Brian McAvoy to secure this language in writing from FHWA and I will work with them to strengthen Weathersfield's rights to this easement. I will also pursue additional permeant easements, including the recommended easement in Contingency 4 of the Purchase & Sale agreement.

2. Submit an approved letter from the Selectboard supporting Emily Abbott's abatement request to the Board of Abatement.

This is a contingency of the Purchase and Sale Agreement. I am not against the abatement of taxes if a resident genuinely meets the requirements listed on the application. Therefore, I do not see any harm in the Selectboard supporting her application with the stipulation that she meet the requirements of an abatement. From the information I gathered I do not believe the requirements will be met.

3. If the application is approved by the Board of Abatement, there is nothing left to do regarding the collection of delinquent taxes. The delinquent Tax Collector will no longer have an interest in this property because the delinquent taxes will be abated.

Please note that from this point forward I will be acting in my capacity as Town Manager to move forward with the unmet requirements identified in this report.

4. If the application is denied by the Board of Abatement, the Tax Collector will move forward with recovering the delinquent taxes owed to the Town.

There is a long history of delinquent taxes on this property. It is my opinion that all tax collection efforts have been exhausted under previous administrations. If the Board of Abatement denies the application, I will entertain a short-term payment agreement to become current on the delinquent taxes owed (30-60 days). If the delinquent taxes are not paid the Tax Collector must move forward with a Tax Sale, otherwise the Tax Collector is failing to fulfill his duties and responsibilities to the Town & failing to operate within the Administrative Policy on Delinquent Tax, Water, and Wastewater Assessment Collections.

There seems to be confusion regarding whether interest & penalties on the delinquent taxes owed to the Town stopped at the time the Agreement was signed. The only time interest and penalty stops accumulating is when the delinquent taxes on a property are satisfied. The delinquent taxes were not satisfied as a result of the signed Purchase & Sale Agreement. Within the Purchase and Sale Agreement both the Town and Owner have burdens to meet before the Agreement is considered valid and final. The Purchase and Sale Agreement also involves the Board of Abatement. As a requirement of the Purchase & Sale Agreement the Selectboard is required to support the application before the Board of Abatement. Since the Selectboard operates in the Best Interest of the Town it is my understanding that the Board will not support the application unless all of the conditions and contingencies are met. Afterwards the application will go to the Board of Abatement and the delinquent taxes may or may not be abated depending on the decision of the board. It has been 6-years since this agreement was made and there are still conditions

and contingencies that have not been met. Additionally, the delinquent taxes owed are from the year 2000 – 2010.

Technically the argument can be made that the Purchase & Sale Agreement is void due to the conditions within the agreement that have not been met. It's important to read through this report and the attachments provided and to have a thoughtful discussion on whether or not the Town is comfortable with the unmet conditions, specifically Contingency 4, which requires the Town to receive an easement through Charles Johnson's property. The state was approached and there is an email stating that FHWA will grant an easement that can be taken away at any time if the state needs it back.

10.) Water Operator Update

Steve Smith gave a brief updated on the Water System.

11.) Appointments – no new applicants for the following positions

- a. Budget Committee
- b. Connecticut River Joint Commission
- c. CRJC Mt. Ascutney Subcommittee
- d. Fence Viewer
- e. Parks and Recreation Commission
- f. Selectman Representative to the School Board
- g. Southern Windsor County Transportation Advisory Committee
- h. Southern Windsor/Windham Counties Solid Waste Management District
- i. Tree Warden
- j. Veteran's Memorial Committee

12.) Approve Warrants

John Arrison made a motion to approve the warrants for August 17, 2020 as follows:

General Funds	Operating Expenses \$57,980.77 Payroll \$16,185.58
Highway Fund	Operating Expenses \$9,503.05 Payroll \$8,192.18
Solid Waste Management Fund	Operating Expenses \$5,022.92 Payroll \$1,682.68
Library	Operating Expenses \$0.00 Payroll \$1,919.35
Grants	Operating Expenses \$0.00

Special Revenue	Operating Expenses \$0.00
Reserves	\$0.00
Long Term Debt	\$0.00
Grand Totals	Operating Expenses \$72,506.74 Payroll \$27,979.79

Paul Tillman - 2<sup>nd</sup>  
Vote - Unanimous

13.) Any other business

None

14.)Adjourn

John Arrison made motion to adjourn the meeting at 8:52 pm

Michael Todd – 2<sup>nd</sup>

No discussion

Vote – unanimous

Respectfully,  
Chauncie Tillman  
Alt. Recording Secretary

# Town Manager Report

**To:** Weathersfield Selectboard  
**CC:** Weathersfield Residents & Staff  
**From:** Brandon Gulnick, Town Manager  
**Date:** September 8, 2020



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The Town Manager will report on the following items in the September 8, 2020 Selectboard Meeting:

1. Transfer Station Permit Stickers & Punchcards.
2. COVID-19 Reimbursement
3. Existing State of the Webstite
4. Special Town Meeting - September 19, 2020
5. Status of Fire Department Reports
6. Economic Development
7. COVID-19 Amended Reopening Plan
8. Public Records Policy (Proposed)
9. Credit Card Use & Late Fees

**If you would like me to address any additional items please notify me prior to Tuesday, September 9, 2020.**



# TOWN OF WEATHERSFIELD

LAND USE ADMINISTRATOR'S OFFICE

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

landuse@weathersfield.org

TO: Weathersfield Selectboard, Weathersfield Planning Commission, Town Manager  
FROM: Chris Whidden, Esq.; Weathersfield Land Use Administrator  
RE: Land Use Administrator Office Update  
DATE: 9/2/2020

Dear Selectmen, Commission Members and Mr. Town Manager,

I would like to begin by expressing my sincere gratitude and appreciation for giving me this opportunity to be Weathersfield's Land Use Administrator and to be involved in this Town's government. Since taking office in April 2020, I have learned so much, met so many great people, and have had such a wonderful time serving this community. This memorandum is being drafted for the sole purpose of providing an update as to what has been going on in the Land Use office since taking over the department.

## PERMITS

Since April 7, 2020, my office has issued 31 permits, resulting in the generation of \$2,835.80 in revenue. My office is currently reviewing the fee structure for permits and drafting a proposal to amend the fees associated with zoning applications. These fees have not been updated since 2017. I have also created an excel tracker so that permits are easily searchable for ease of administration.

## COMPLAINTS

Since taking office, my office has handled 6 non-noise related complaints: 3 building without a permit, and 3 solid waste removal issues. Of these, 2 buildings without a permit were rectified, 1 required a Notice of Violation to be issued on 1 September 2020 with a fine imposed of \$100/day. Two solid waste removal issues required a NOV to be issued, while the other was quickly rectified.

My office still receives multiple noise complaints each month, and I am proposing an interim bylaw to allow Town enforcement officials to take sound measurements to enforce the noise performance standards bylaw. This interim bylaw is found in this week's Selectboard packet.

I have also created an excel tracker that monitors complaints so that deadlines are met and is easily searchable for ease of administration.

## LITIGATION

One of the solid waste issues previously discussed has resulted in filing suit in Environmental Court. The parcel at issue is on Airport Road, and has been fined \$250/day since



# TOWN OF WEATHERSFIELD

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May 2020, resulting in over \$20,000 in fines.

The deadline for the removal of junk cars on the parcel on Route 131 has passed as of August 15, 2020. Since that time, I have visited the site and discovered that solid waste still remains on the parcel, and there are buildings on the parcel that were court ordered, but never went through the proper permitting channel. A letter has been sent to Mr. Roberts addressing this matter and my office is awaiting his response.

## GRANTS

My office has applied for the Coronavirus Municipal Records Digitization Grant in the amount of \$19,800. I am currently working with the Town Clerk, Town Manager and Cott Systems, Inc. to contract for the indexing of land records from 1977 to the present. The grant application is currently pending review at the State level. We are also discussing the digitization of Selectboard, Zoning Board of Adjustments, and Planning Commission minutes and agendas.

## BYLAW UPDATES

I have read and reviewed both the Planning Commission and Selectboard minutes from 2017 to the present to determine where the Town is on the bylaw updates. I have discovered several bylaw updates that have been through the Planning Commission hearing but never made it to the Selectboard for hearing and approval. I have created an excel tracker to better rectify this issue, and the Planning Commission will be holding hearings over the next couple months to move these updates further along the process and to bring them to the Selectboard for a hearing.

## WEBSITE/FILING

I have been working on the Town's website, specifically the Land Use section. I have scanned and uploaded Permits and Notices of Violation. I have also updated the Planning Commission's and the Zoning Board of Adjustment's pages to include meeting minutes, agendas, and packets; and have organized the office and physical files for the Planning Commission and Zoning Board. More work will continue on this site during my tenure here in Weathersfield.

Respectfully submitted,

Chris Whidden, Esq.  
Land Use Administrator

## **NOTICE OF PUBLIC HEARING**

In accordance with the provisions of 24 V.S.A. §§ 4442(a) and 4444, of the Vermont Statutes Annotated, and in consideration of the stay at home guidelines in STATE OF VERMONT EXECUTIVE DEPARTMENT ADDENDUM 6 TO EXECUTIVE ORDER 01-20 with respect to the timing of a public hearing, the Selectboard for the Town of Weathersfield, Vermont, will hold a public hearing on Monday, October 5, 2020, at 7:15 P.M., in the Weathersfield Town Office, at 5259 Route 5 in Ascutney, Vermont, to hear public comments on the granting of an easement to parcel number 11-02-04 for private water drainage across the town owned portion of Drumlin Road.

### **Statement of Purpose**

A Weathersfield landowner has applied to construct a Single-Family Dwelling on Drumlin Road. The Town will consider granting an easement across the road to allow water to reach the applicant's leech field from the proposed dwelling.

### **Geographic Areas Affected**

The easement will affect parcel number 11-02-04 on Drumlin Road, Perkinsville, VT 05151.

Persons wishing to be heard may do so in person, be represented by an agent, or may file written comments with the Selectboard prior to the hearing. Participation in this hearing is a prerequisite to the right to take any subsequent appeal.

Dated at Town of Weathersfield, Windsor County, State of Vermont, this 7th day of September, 2020.

Dave Fuller, Chair  
Weathersfield Selectboard

## EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **the TOWN OF WEATHERSFIELD**, a municipality in the County of Windsor and State of Vermont, with an address of 5259 Route 5, Ascutney, VT 05030, Grantor, in the consideration of One Dollar and other good and valuable consideration paid to our full satisfaction by **JOHN BONETTI**, of Farmington, County of Hartford and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, its successors and assigns forever a certain easement interest in a parcel of land located in Weathersfield, County of Windsor and State of Vermont described as follows:

A perpetual twenty foot (20') wide easement for the purposes of constructing, installing, and maintaining a pipe for the conveyance of sewage under Drumlin Road, a public highway, in the location shown on that certain plan entitled "Raponotti Septic Design, Overall SitePlan, Bonetti, Weathersfield, Vermont," prepared by Brian Raponotti, dated July 15, 2020, which plan was approved as part of Vermont Wastewater System and Potable Water Supply Permit, #WW-2-6168 and on file with the Vermont Department of Environmental Conservation. Said easement shall be centered on the location of the pipe as constructed.

It shall be a condition of this grant of easement that Grantee, its successors and assigns, shall be fully responsible for all costs of constructing, installing and maintaining the pipe and repairing Drumlin road to the condition in which it existed prior to any construction, installation or maintenance, and Grantee, its successors and assigns, shall indemnify Grantor from and against any losses, claims or damages resulting from the construction, installation or maintenance of the pipe. Further, in no event shall Grantee have any claim against Grantor for damage to the pipe resulting from Grantor's maintenance of Drumlin Road.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, , its successors and assigns, to its own use and behoof forever; and I, the said Grantor, , for successors and assigns, does covenant with the said Grantee, **TOWN OF WEATHERSFIELD**, and its successors and assigns, that until the

ensealing of these presents, **TOWN OF WEATHERSFIELD**, is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid.

IN WITNESS WHEREOF, **TOWN OF WEATHERSFIELD** hereunto executes this  
Easement Date on the \_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF WEATHERSFIELD

By: \_\_\_\_\_  
Name:  
Duly authorized agent

STATE OF VERMONT  
COUNTY OF WINDSOR, SS.

At \_\_\_\_\_, Vermont, in said County, this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_, duly authorized agent of the Town of Weathersfield, and she/he acknowledged this instrument, by her/him sealed and subscribed, to be her/his free act and deed and the free act and deed of the Town of Weathersfield.

\_\_\_\_\_  
Notary Public  
My commission expires:



# TOWN OF WEATHERSFIELD

PHONE: 802-230-6262

## OFFICE OF THE TOWN MANAGER

FAX: 802-674-2117

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 8, 2020  
Re: Articulated Motor Grader Bid Opening

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### INTRODUCTION

On July 20, 2020 we advertised a Request for Bid (RFB) to furnish the Town with an Articulated All Wheel Drive (AWD) Motor Grader (See Attachment A). A Pre-Bid Conference took place on August 3, 2020 at 10:00am. Attendees included Jacob Kezar (John Deere/ Nortrax), Jeff Slade (Milton Cat), Ray Stapleton (Highway Superintendent), John Arrison (Selectboard Representative to Highway), and I. During this Pre-Bid Conference questions were asked and answered. An Addenda to the RFB reflecting the Q & A from the PBC was issued to all interested parties on August 12, 2020 (See Attachment B). Bids were due in our office on August 20, 2020 at 2:00PM, at which point a bid opening took place. See Attachment C "Bid Opening." We received 2 proposals from Milton Cat and 1 proposal from John Deere. During the bid opening I disqualified the bid received by John Deere/ Nortrax because the Bid Form was not filled out completely. More specifically, the Net Cost of the machine was blank.

See Attachment D, which includes a letter from Milton Cat to the Town, the specifications of Proposal 1 (pages 2-4) and the specifications for Proposal 2 (pages 5-6). See Page 7 to view Exemptions/Clarifications to our July 20, 2020 Specification and August 12, 2020 Addenda.

See Attachment E to view Proposal #1. The bid can be found on Page 7 of this proposal.

See Attachment F to view Proposal #2. The bid can be found on Page 7 of this proposal.

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### SPECIFICATION ANALYSIS

The purpose of this section is to provide the Board and Weathersfield Residents the specification differences between Proposal #1 & Proposal #2. This section will not reference the difference in price. See the following page for a Financial Analysis.

1. P1 is machine ordered whereas P2 is Pre-Built.
2. P1 has a Transmission Bottom Guard, whereas P2 has both a Transmission Bottom Guard & an **Extreme Duty Hitch Guard**. This protects the center joint better.

3. P1 has a Deluxe Cab with Air Conditioning/Heating and a pressurizer with window ducting and a rear defroster fan, whereas P2 has all of P1 with anti-icing front glass (heated glass).
4. P1 has both left and right cab doors with wipers, whereas P2 has all of P1 with anti-icing (heated) glass on the righthand door. This increases efficiency in the winter. In the summer this is no difference in efficiency.
5. P1 has Electric Operational Over Hydraulic Joystick Operational Controls whereas P2 has Electric over Advanced Joystick Operational Controls with Auto Articulation.
6. P1 has a 12-foot moldboard with (24" High, 7/8" Thick) with High Wear Cutting Edges, and Loose Carbide Bit System whereas P2 has a 14" Mold Board (27" High 1" Thick) with High Wear Cutting Edges – End Bits, Loose Carbide Bit System (Heavier Duty). Not many towns are continuing with a 12" Moldboard. There's also a 200lb difference in weight and the useful life of a 14" Moldboard will be longer because it's more robust.
7. P1 has two (2) 1400 CCA Heavy Duty Batteries, 150 AMP Alternator, and a 710 AMP Starter whereas P2 has a 270 AMP Alternator and 1000 AMP Starter. P2 is heavier duty, however, both will be fine.
8. P1 has an AM/FM Weatherband radio whereas P2 has all of this with the addition of a Machine Security System.
9. P1 has all LED lighting, which uses less electricity whereas P2 comes with halogen.
10. P1 does not have a front counterweight. This is listed as an option. P2 has a front counterweight of 885lbs.

**Town Managers Recommendation: Based on the specifications, the 2020 Caterpillar 140AWD Motor Grader identified in Proposal #2 is the best option for the Town.**

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## **FINANCIAL ANALYSIS**

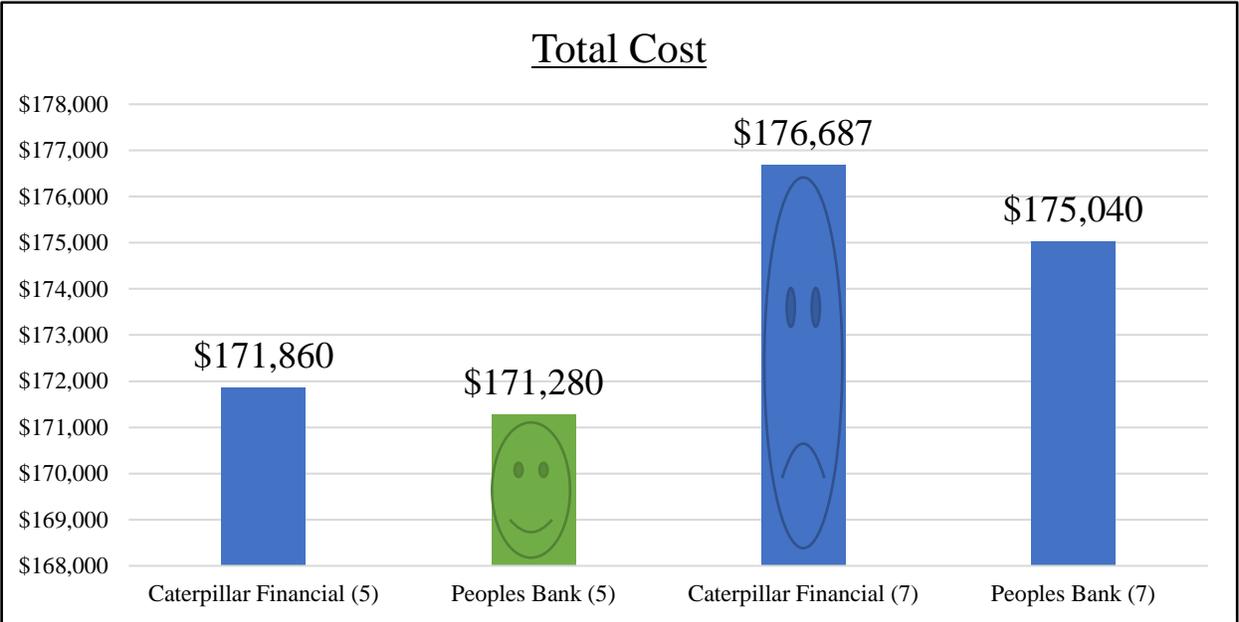
There are several options we may pursue to pay for the Motor Grader.

1. Lease/ Purchase the Motor Grader through Caterpillar Financial.
  - a. Not recommended by the Town Manager nor the Treasurer.
2. Open a Loan with Peoples Bank for the Total Cost of the Motor Grader.
  - a. This option is the Town Manager and Treasurers 2<sup>nd</sup> Choice.
3. Open a Loan with Peoples Bank for the Cost of the Machine ONLY and pay the cost of the Warranty up front. Break down the Cost of the Warranty into 5 or 7 segments and expense it out to the Highway Department Budget over 5 or 7 consecutive years. The first segment will hit this year's budget. This option will reduce the amount of interest the Town will be charged and save the Town money. For example, the Town will save \$1,396.03 over the course of a 5-year period (2.35% interest) or \$2,039.06 over a 7-year period (2.55% interest) at the interest rate provided by Peoples Bank. Ideally, we would have the cash in reserves to pay for the total cost of the Motor Grader. In this case, we would not be paying any interest at all and the Town would save \$11,280 (5-year term) or \$15,040 (7-year term).

**Recommendation: Option 3**

<b><u>MOTOR GRADER BID ANALYSIS</u></b>		
Category	Bid 1	Bid 2
Make	Caterpillar	Caterpillar
Model	140 AWD	140 AWD
Year	2020/2021	2020
Warranty - 5 year/ 5000 hour	Included	Included
Warranty - 6 year/ 6000 hour	\$11,500	\$11,500
Warranty - 7 year/ 7000 hour	\$19,500	\$19,500
Price w/ 12' Moldboard	\$380,000	N/A
Price w/ 14' Moldboard	\$380,750 / \$381,750	\$385,000
Less Trade	\$225,000	\$225,000
Net Cost	\$155,000	\$160,000
Delivery Date	ASAP	ASAP
<b><u>OPTIONS</u></b>		
5 year/ 5000-hour maintenance program	\$19,500	\$19,500
6 year/ 6000-hour maintenance program	\$27,500.00	\$27,500
7 year/ 7000-hour maintenance program	\$30,500	\$30,500
Telematics	Included	Included
Cross Slope Grade Control	\$6,900	N/A
Front Push Block	\$2000 / \$3500	Included
Blade Impact Absorption System	Included	Included

<u>Financing</u> (Based on a \$160,000 Loan)					
Company	Term	Interest Rate	Principal Payment	Total Interest	Total Paid over X Years
Caterpillar Financial	5	2.85%	\$32,000	\$11,860	\$171,860
Caterpillar Financial	7	2.85%	\$22,587	\$16,687	\$176,687
Peoples Bank	5	2.35%	\$32,000	\$11,280	\$171,280
Peoples Bank	7	2.55%	\$22,857	\$15,040	\$175,040



Recommendation 1: Purchase the Caterpillar 2020 140 AWD Motor Grader identified in proposal #2 with a net cost of \$160,000.

Recommendation 2: Purchase the 7 Year/ 7000 Hour Full Machine Warranty in lieu of the 5 Year/5000 Hour “No Cost” Warranty.

Recommendation 3: Open a Loan with Peoples Bank for the Cost of the Machine ONLY for either a 5 year or 7-year term and pay the cost of the Warranty up front. Expense the 7 Year/ 7000 Hour Full Machine Warranty out over 5 or 7 consecutive years to the Highway Budget.

ATTACHMENT A  
[REQUEST FOR BIDS]



## TOWN OF WEATHERSFIELD, VERMONT REQUEST FOR PROPOSAL | ROAD GRADER



07/21/20

### ROAD GRADER RFP

The Town of Weathersfield is accepting sealed Proposals for one (1) Motor Grader of the latest standard model being manufactured and which has been regularly advertised.

P.O. Box 550 | 5259 Route 5, Ascotney, VT 05030

## **TOWN OF WEATHERSFIELD REQUEST FOR PROPOSAL**

The Town of Weathersfield, VT is seeking sealed proposals for furnishing the Town with the following piece of equipment for the Highway Department:

### **One (1) Articulated All Wheel Drive Motor Grader**

Sealed competitive proposals will be received in the Town Manager's Office, 5259 US Route 5 | PO BOX 550, Ascutney, VT 05030 until 2:00PM on August 20, 2020. Late bids will not be opened and will be returned to the proposer.

A pre-bid conference will be held at Martin Memorial Hall on August 3, 2020 at 10:00am.

Note: All envelopes shall be clearly marked "AWD Motor Grader Bid" and written to the attention of the Town Manager.

Further information and complete specifications may be obtained via email at [Weathersfield@weathersfield.org](mailto:Weathersfield@weathersfield.org) or in person by appointment only by contacting Susanne Terrill at 802-674-2626.

The Town of Weathersfield reserves the right to reject any or all proposals or to accept the proposal deemed to be in the best interest of the Town of Weathersfield, as well as to waive any informalities.

The Town of Weathersfield is requesting that all companies submit proposals on the motor grader based on the attached specifications dated July 20, 2020.

## GENERAL SPECIFICATION

- MODEL:** Latest Standard Model being Manufactured
- WARRANTY:** 7 year/7000 Hour Full Machine, No Cost Warranty
- DELIVERY:** Proposer must perform a complete pre-delivery service prior to delivery of equipment.  
Proposer must state the number of days for delivery from time of order. In the event of a late delivery, a \$150.00 per day late fee will be assessed against the purchase price with the total not to exceed 2.5% of purchase price.
- MANUALS:** One (1) complete service manual, digital and printed  
One (1) complete parts manual, digital and printed  
One (1) operator’s manual  
One (1) training video (if available)
- TRAINING:** Upon delivery to end-user Proposer will provide instruction to operators on proper operation and daily maintenance.
- BIDDER:** There shall be \$500,000.00 minimum of product liability coverage by the manufacturer and a minimum of \$500,000.00 liability coverage by the product installers to protect the Town of Weathersfield. Certification shall be provided with Proposal.  
Preference may be given to the Proposer who has a local dealer with a reasonable amount of parts inventory for the unit that has been proposed and a complete service facility. On new models or equipment not previously purchased by the Town of Weathersfield, the Selection Team may elect to have a demonstration of the models being considered.
- REQUIREMENTS:** All motor graders must meet all State, Federal and OSHA requirements.
- AWARD:** Award of bid will be based on the following criteria: Features, Performance, Cost, Resale Value, Warranty, Service, Parts Availability, Trade in Value of Existing Road Grader, and any other criteria deemed in the best interest of the Town of Weathersfield.

## INTENT

1. It is the intent of the Town of Weathersfield to purchase one (1) articulated all-wheel drive motor grader with a minimum of 42,000-pound operating weight, 250 net horsepower, inclusive of these specifications dated July 20, 2020.
2. It is the intent of the Town of Weathersfield to trade its current 2015 Caterpillar 140M motor grader with wing, scarifier, and front push blade. This may be viewed at the Highway Garage located at 483 Stoughton Pond Road, Perkinsville, VT 05151.
3. All Motor Graders bid on must be of the latest standard model being manufactured and which has been regularly advertised.
4. It is not the intent of these specifications to specify the make of unit or assemblies, although names may be used for reference.
5. Completed bids to be submitted by a person authorized to represent the bidder. Sealed competitive bids will be received at the Town Manager's Office, 5259 US Route 5 | PO BOX 550, Ascutney, Vermont 05030 on or before July 20, 2020 at 2:00 pm at which time they will be publicly opened and read aloud in the Town Clerk's Office. Bids received after that time will not be opened and will be returned to bidder.
6. **Note: All envelopes shall be clearly marked "Articulated AWD Motor Grader Bid" and written to the Attention of the Town Manager.**
7. The complete unit, including all accessories and extras, complete parts books, service manuals and operator's manuals, to be delivered to the Highway Garage, 483 Stoughton Pond Road, Perkinsville, VT 05151.
8. Delivery of the Motor Grader shall be made after July 20, 2020 and within six months of the bid award.
9. All proposals must be submitted on the attached bid sheets and each bidder is required to submit with their bid, complete manufacturers specifications on the unit to be furnished.

## **SPECIFICATIONS:**

### **General:**

1. Operating weight shall be a minimum of 42,000 lbs.
2. Machine shall be of the latest model.
3. Tires shall be a radial 17.5 x 25 SNOPLUS or approved equal.

### **Engine:**

1. The engine shall be a turbo-charged, direct injection, variable horsepower diesel engine with a minimum rating no less than 250HP.
2. Covers shall be provided for engine compartment to protect against airborne debris.
3. A 120-volt engine block heater shall be available to assist in cold weather starting.
4. Engine coolant shall be extended life coolant with protection to no less than - 40° F.
5. Engine shall have oil and fuel filters, air filter with pre-cleaner and indicator.
6. Reversing Fan Drive

### **Powertrain:**

1. Transmission shall be a direct drive, power shift, counter shaft type with fully automatic hands-free shift feature.
2. All Wheel Drive
3. Transmission shall not have less than eight (8) forward speeds and not less than six (6) reverse speeds.
4. Differential Lock/ Unlock shall be electro-hydraulically controlled and shall not have speed restrictions for engaging/ disengaging.

### **Steering:**

1. Steering wheel or joystick controls, either is acceptable.

### **Brakes:**

1. Four-wheel power brakes completely sealed with parking brake.

### **Hydraulic System**

1. Lock valves shall be integrated into the main implement valve to prevent cylinder drift.
2. Blade lift cylinders shall have independent float capability.
3. Machine shall have hydraulic controls and lines to run the following implements:
  - a. Angle Moldboard
  - b. Snow Wing Mast
  - c. Snow Wing Lift
  - d. Front Lift
  - e. Rear Lift
4. Rear attachment capability

### **Front Axle and Tandems**

1. Front Axle oscillation with left and right wheel lean.
2. Rear fenders and/or removable front fenders.
3. Machine must be equipped with a “0” degree wheel lean bar to help eliminate any tire wear on outer edges.
4. Oscillating 4-wheel tandem drive, with full machine articulation having no interference between tandem wheel and machine structure.

### **Operators Station**

1. An enclosed sound suppressed cab with rollover protective structure (ROPS).
2. Cab shall have a fixed front window with intermittent wiper/washer, left and right-hand doors with side windows having wiper/wash and the rear defrosters with independent speed control and additional circulating fans.
3. All standard and optional gauges as indicated in the manufacturer’s literature.
4. Auxiliary controls shall be available for control of attachment implements and/or work tools.
5. Digital machine hour meter shall be provided.
6. AM/FM radio with CD, speakers, and Bluetooth.
7. Two (2) 12-volt sources shall be provided, one for a 2-way radio and the second for accessories.
8. Two (2) outside heater mirrors and one (1) inside wide-angle rear-view mirror.
9. HVAC System
10. High resolution backup camera with monitor
11. Dual joystick controls
12. Air Ride Seat

### **Moldboard**

1. A 12’ long, minimum 24” high and minimum 7/8” thick moldboard shall be available with a carbide bit system installed. Alternate price shall be provided for a 14’ long minimum 24” high and minimum 7/8” thick moldboard shall be available with a carbide bit system installed.
2. The standard mounting hardware for cutting edges and end bits shall be 5/8”.
3. Hydraulic controlled blade side shift and tilt, blade float hydraulics.
4. Circle slip clutch.
5. Moldboard Hydraulic accumulator.

### **Electrical**

1. Starting system shall be a 24-volt direct electric type
2. Machine shall have an alternator that meets the amperage requirements of the machine and added lights and accessories.
3. Electrical system shall have a master disconnect switch
4. LED Headlights with front turn signals, dimmer switch for road lighting. Factory installed taillight kit.



TOWN OF WEATHERSFIELD, VERMONT  
ARTICULATED ALL WHEEL DRIVE MOTOR GRADER

**BID SHEET**

Make of Unit Bid \_\_\_\_\_  
Model of Unit Bid: \_\_\_\_\_  
Year of Unit Bid: \_\_\_\_\_  
7 Year/7000 Hour Full Machine Warranty: \$ \_\_\_\_\_  
Price of Unit with 12' Moldboard \$ \_\_\_\_\_  
Price of Unit with 14' Moldboard \$ \_\_\_\_\_  
Less Trade (2015 Cat 140M): \$ \_\_\_\_\_  
Net Cost: \$ \_\_\_\_\_  
Delivery Date: \_\_\_\_\_

**OPTIONS**

A. 7 Year/7000 Hour Maintenance Program \$ \_\_\_\_\_  
B. Telematics (with remote software upgrades) \$ \_\_\_\_\_  
C. Cross Slope Grade Control \$ \_\_\_\_\_  
D. Front Push Block \$ \_\_\_\_\_  
E. Blade Impact Absorption System \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Company Representative Name (Printed)

\_\_\_\_\_  
Authorized Company Representative Signature

\_\_\_\_\_  
Date

ATTACHMENT B

[ADDENDA]



# TOWN OF WEATHERSFIELD

OFFICE OF THE SELECTBOARD/  
TOWN MANAGER

PHONE - 802-230-6262  
FAX - 802-674-2117

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

To: All Prospective Bidders  
Cc: Weathersfield Residents  
From: Town Manager, Selectboard  
Date: August 12, 2020  
RE: RFP – Articulated Motor Grader

### PURPOSE OF THIS ADDENDA

The Town of Weathersfield is issuing this Addenda to the Request for Proposal named above to respond to questions the Town of Weathersfield received during the Bid Conference on August 3, 2020 at 10:00am at Martin Memorial Hall.

Question 1:	Is there another RFP dated July 21, 2020?
Answer 1:	No. Please make the correction to July 20, 2020.
Question 2:	Does the Town still want a 7-year – 7000-hour warranty?
Answer 2:	The Town would like pricing on 5 year – 5000 hour, 6-year – 6000 hour, and 7-year -7000-hour warranty with the availability of an extension on a later date. Please also note in your proposal whether there is an extension available to the warranty you provide and the cost of that extension. For example, if the Town purchases a 5-year warranty, what is that cost? If the Town decides years into owning the machine that we wish to extend that warranty to 6-years, what will that extension cost the Town?
Question 3:	The delivery may be affected by unexpected circumstances. If we do not deliver the machine within 6-months will we be subject to the \$150.00 per day fee?
Answer 3:	No. We are striking the \$150.00 per day late fee, however, the trade in value of our existing machine must not change based on the delivery date of the new machine.
Question 4:	Will we be subject to the insurance requirements on Page 2 of the RFP under Bidder?
Answer 4:	Strike the first paragraph under bidder on PG 2.
Question 5:	Does the Town want a digital and printed manual? This will increase the price to the taxpayers.
Answer 5:	This is a good point. Please only provide a printed manual. Strike digital and training videos under general specification on PG 2.
Question 6:	What does the “Operating Weight” mean?
Answer 6:	The operating weight is defined differently depending on the company. Your operating weight should include the equipment on the machine while grading. Please exclude the wing itself because it is only used in the winter.
Question 7:	Do you want rear end skid plate included in the bid?
Answer 7:	Yes, please include pricing with the Rear end skid plate.
Question 8:	Are there independent brakes on all the wheels?
Answer 8:	No. This states that all 4 wheels should be braked. Each wheel should have braking capabilities (4-wheels are able to brake).
Question 9:	Is the Blade Impact Absorption System a separate bid on the bid sheet?
Answer 9:	No. This was a duplication. Please strike E on bid sheet.

### **END OF THIS ADDENDA**

ATTACHEMENT C  
[BID OPENING]

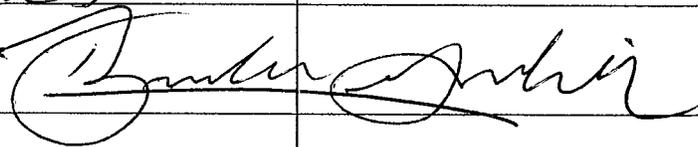
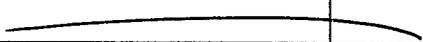
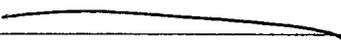
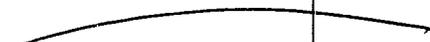
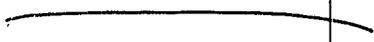
# Town of Weathersfield

Jeff Slade  
 Pray Stapleton  
 John Amison  
 Brandon Gulnick  
 Flo-Ann Dango

Bid Opening Date: 8/20/2020

Project: Grader

## Bid Sheet

Company Name	Criteria / Amount	Net Cost
Milton Cat	See Bid sheet Prop 1	\$ 155,000.00
Milton Cat	See Bid sheet Prop 2	<del>\$ 200,000.00</del> \$ 160,000.00
Bid opening		
Names/witnesses		
Brandon Gulnick		
Pray Stapleton		
John Amison		
Flo-Ann Dango		
Jeff Slade		

Flo-Ann Dango  
 Town Clerk

ATTACHMENT D  
[BID SPECIFICATIONS]



Mr. Brandon Gulnick, Town Manager  
 Town of Weathersfield  
 Town Office  
 PO Box 550  
 Weathersfield, VT 05030

August 20, 2020

Dear Brandon,

I want to thank you for allowing Milton Cat one of the leading Caterpillar dealers in North America the opportunity to provide the town with a proposal for your upcoming Motor Grader replacement needs. Milton Cat highly values your business and you can be assured you will receive the finest service and dealer support on machines that lead the industry.

As you may know the Caterpillar line of equipment is the leader in the industry in performance, reliability, durability, and resale value, this matched with Milton Cat's industry leading product support will provide the town with a machine that will still be operating for the next 20+ years and will retain a high resale value. No other manufacturer can even come close to the overall value you will be receiving when you buy a Caterpillar from Milton Cat. In most cases Caterpillar does not have the lowest purchase cost, however, when you look at the above benefits of buying a Caterpillar from Milton Cat you will be getting the lowest cost per year of owning and operating costs.

Specifications and pricing are only a part of the decision on the purchase of a new motor grader and does not describe the machine design, reliability and operational advantages, nor does it describe the product support you will receive from your dealer. These factors are extremely important when you are deciding on major purchases such as a motor grader which you will be relying on for the next Five (5) to Seven (7) years.

Pursuant to your request, please find enclosed 2 proposals on Caterpillar 140AWD Motor Graders, as per your Specifications dated July 20/21, 2020, as well as the Addenda dated August 12, 2020.

**Corporate**

100 Quarry Drive Milford, MA 01757 508.634.3400	84 Concord Street North Reading, MA 01864 978.276.2400	14 Kendrick Road, Rt. 28 Wareham, MA 02571 508.291.1200	2158 Plainfield Pike Cranston, RI 02920 401.946.6350	30 Industrial Drive Londonderry, NH 03053 603.665.4500	One Cat Lane, Rt. 2 Richmond, VT 05477 802.434.4228
79 Robertson Boulevard Brewer, ME 04412 207.989.1890	16 Pleasant Hill Road Scarborough, ME 04074 207.883.9586	500 Commerce Drive Clifton Park, NY 12065 518.877.8000	294 Ainsley Drive Syracuse, NY 13210 315.476.9981	4610 E. Saile Drive Batavia, NY 14020 585.815.6200	55 Industrial Park Drive Binghamton, NY 13904 607.772.6500

Mr. Brandon Gulnick

Page 2

**Proposal #1  
MILTON CAT**

**One (1) New 2020/2021 Caterpillar 140AWD Motor Grader, with 0 Hours  
Standard and Optional Equipment, Town of Weathersfield, VT**

140AWD Motor Grader  
Caterpillar C9.3, 9.3 Liter, VHP 189-252 SAE J1349 Net HP Turbocharged, Air/Air Aftercooled Tier 4i Diesel Engine, with 920 ft lb of Torque  
Hydraulically Driven Demand Cooling Fan with Reversing Feature  
Engine Precleaner  
Ether Start Aid  
Extended Life Anti-Freeze, Electric Coolant Heater  
Direct Drive, 8 Speeds Forward & 6 Speeds Reverse Powershift Transmission, with Auto-Shift Feature  
Four (4) Working Gears Below Seven (7) mph  
Transmission Bottom Guard  
Rear Tandem Drive, with Locking Rear Axle  
17.5-25 Michelin Snow Plus Radials, on Multi Piece Wheels  
2.0" Pitch Tandem Drive Chains  
Outboard Hydraulic Wet Disk Brakes on each wheel (left and right sides independent), with Secondary Braking  
Secondary Steering  
Spring Applied/Hydraulically Released Parking Brake  
Deluxe Cab with AC/Heater/Pressurizer with Window Ducting and Rear Defroster Fan  
Left and Right Cab Door with Wipers  
Side Cab Windows with Wipers, Rear Window Wipers/Washers  
Deluxe Fabric/ Heated Air Suspension Seat  
Deluxe Floor Mat  
Deluxe Monitor/Alarm System  
Side-Front, Side and Rear Windshield Wipers/Washers  
Dual Outside Heated Mirrors, Single Inside Rear View Mirror  
Rear View Camera  
Anti-Glare Front/Rear Vision Paint  
Closed Center, Load Sensing 55.7 gpm Hydraulic Pump  
Electric over Hydraulic Joystick Operational Controls  
Auto Articulation Demo Mode (500 Hours)  
A Frame Style Draw Bar  
12-Foot Moldboard (24" High, 7/8" Thick) with High Wear Cutting Edges, Loose Carbide Bit System  
Circle Drive Slip Clutch, Blade Lift Accumulators  
Two (2) 1400 CCA Heavy Duty Batteries, 150 Amp. Alternator, 710 Amp. Starter  
AM/FM//WB Radio  
Product Link, with 3 Year Free Subscription  
(1) 25 Amp, (1) 5 Amp 24/12 Volt Converter, with 12V powerpoint  
Color Coded and Numbered Electrical Wires  
High Style front LED Headlights, Front Turn Signals, Rear "Drop Down" LED Tail/Stop Lights  
Four (4) Forward Facing LED, Two (2) Rear Facing Cab LED Work Lights  
Two (2) Rear Facing Radiator Mounted LED Work Lights  
Two (2) Front Facing LED Work Lights Mounted on Frame  
Two (2) Front Facing LED Work Lights Mounted Under Cab  
One (1) Rear Facing LED Wing Light  
Back Up Lights, with Back-Up Alarm  
Federal Signal Highlighter 454201 Strobe Light on Cab, with Guard  
Rear Hitch on Wing Frame  
Tool Box  
Vandalism Package  
Lubrication Test Ports  
Craig 301-12 Hydraulic Snow Wing  
Paper Owner's Manual , Paper Service Manual, CD Parts Manual  
5 Year/5000 Hour Machine "No Cost" Warranty  
Operating Weight, as per these specifications: 42,203 Pounds without Snow Wing

Mr. Brandon Gulnick  
Page 3

**2020/2021 Caterpillar 140AWD-Ordered Unit from the factory**

**\$380,000.00** Highly Discounted Cost, as per Specifications listed on Page 2

**\$225,000.00** Less Caterpillar 140M3AWD Trade

**\$155,000.00** Net Trade

Should the Town of Weathersfield wish to Lease/Purchase the Caterpillar replacement grader; Caterpillar Financial offers governmental agencies low rate lease programs for up to 10\* years with monthly, quarterly, semi-annual and annual payments. For your review I have provided you below with both Five (5) and Seven (7) year annual lease payments. I would be more than happy to provide you with payments for other specific lease terms or amounts.

**140AWD-Net \$155,000.00**

\$24,454.00 Seven (7) Year Annual Up-Front Lease Purchase Payments

\$33,161.00 Five (5) Year Annual Up-Front Lease Purchase Payments

\*8-10 Year lease purchase is subject to Caterpillar Financial approval

**Requested Options: Please note, all desired options must be purchased at the time of sale**

Please add \$2,400.00 for Front Fenders

Please add \$3,200.00 for Rear Fenders

Please add \$2,000.00 for an 885 Pound Front Counter Weight

Please add \$3,500.00 for a 2,822 Pound Front Counter Weight

Please add \$750.00 for a 14' x 24" x 7/8" Mold Board, in lieu of the 12' x 24" x 7/8" included in the above cost

Please add \$1,750.00 for a 14' x 27" x 1" Mold Board, in lieu of the 12' x 24" x 7/8" included in the above cost

Add \$6,900.00 for a Cross Slope System

Add \$11,500.00 for a 6 Year/6000 Hour "No Cost" Warranty, in lieu of the 5 Year/5000 Hour "No Cost" Warranty included in the above cost

Add \$19,500.00 for a 7 Year/7000 Hour "No Cost" Warranty, in lieu of the 5 Year/5000 Hour "No Cost" Warranty included in the above cost

Mr. Brandon Gulnick  
Page 4

Regarding the question on purchasing additional Warranty, I can provide you with current information, please keep in mind that this policy may change at any time. If you purchased a 5 or a 6-year warranty and prior to the expiration of that warranty you can purchase additional warranty up to a total term of 7 years, but pricing will have to be calculated at that time. We can't provide a cost for something say 5 or 6 years down the road.

Add \$19,500.00 for a 5 Year/5000 Hour Service Plan

Add \$27,500.00 for a 6 Year/6000 Hour Service Plan (includes DPF Service)

Add \$30,500.00 for a 7 Year/7000 Hour Service Plan (includes DPF Service)

**Exemptions/Clarifications to your July 20/21, 2020 Specification and August 12, 2020 Addenda:**

On Page 4 of your Specifications dated July 20/21/2020, Steering Section, Item 1. You state that a Steering Wheel or Joystick is acceptable, but on Page 5 under the Operator's Station Section, item 11 you state the unit shall be Dual Joystick Controls. We believe that it is your intent to purchase a joystick machine, therefore that is what we provided a price on.

On Page 5 of your Specifications dated July 20/21/2020, Front Axle and Tandems Section, Item 2. You stated the unit shall have front and/or rear fenders. It was my belief at the August 3, 2020 pre-bid conference that you would clarify that language in the Addenda. Due to the fact it is unclear we have provided individual optional cost for front and rear fenders.

On Page 5 of your Specifications dated July 20/21/2020, Operators Section, Item 6. You state that the unit shall have AM/FM/CD Player. The Caterpillar 140AWD does not have a CD player.

Delivery: Based on current Global Pandemic issues, it is difficult to clearly state an expected delivery date. We will do everything within our power to provide the Town of Weathersfield with a new Caterpillar 140AWD Motor Grader as quickly as possible.

Mr. Brandon Gulnick

Page 5

**Proposal #2  
MILTON CAT**

**One (1) New 2020 Caterpillar 140AWD Motor Grader, with 0 Hours  
Standard and Optional Equipment, Town of Weathersfield, VT**

140AWD Motor Grader  
Caterpillar C9.3, 9.3 Liter, VHP 189-252 SAE J1349 Net HP Turbocharged, Air/Air Aftercooled Tier 4i Diesel Engine, with 920 ft lb of Torque  
Hydraulically Driven Demand Cooling Fan with ~~Reverse~~ ~~Starting~~ ~~Feature~~  
**Sy-Klone** Engine Precleaner  
Ether Start Aid  
Extended Life Anti-Freeze, Electric Coolant Heater  
Direct Drive, 8 Speeds Forward & 6 Speeds Reverse Powershift Transmission, with Auto-Shift Feature  
Four (4) Working Gears Below Seven (7) mph  
Transmission Bottom Guard, **Extreme Duty Hitch Guard**  
Rear Tandem Drive, with Locking Rear Axle  
17.5-25 Michelin Snow Plus Radials, on Multi Piece Wheels  
2.0" Pitch Tandem Drive Chains  
Outboard Hydraulic Wet Disk Brakes on each wheel (left and right sides independent), with Secondary Braking  
Secondary Steering  
Spring Applied/Hydraulically Released Parking Brake  
Deluxe Cab with AC/Heater/Pressurizer with Window Ducting and Rear Defroster Fan, **with Anti-Icing Front Glass**  
Left and Right Cab Door with Wipers, **with Anti-Icing Right Door Glass**  
Side Cab Windows with Wipers, Rear Window Wipers/Washers  
Deluxe Fabric/ Heated Air Suspension Seat  
Deluxe Floor Mat  
Deluxe Monitor/Alarm System  
Side-Front, Side and Rear Windshield Wipers/Washers  
Dual Outside Heated Mirrors, Single Inside Rear View Mirror  
Rear View Camera  
Anti-Glare Front/Rear Vision Paint  
Closed Center, Load Sensing 55.7 gpm Hydraulic Pump  
Electric over **Advanced** Hydraulic Joystick Operational Controls, **with Auto Articulation**  
Auto Articulation Demo Mode (500 Hours)  
A Frame Style Draw Bar  
**14-Foot Moldboard (27" High, 1" Thick)** with High Wear Cutting Edges, **End Bits**, Loose Carbide Bit System  
Circle Drive Slip Clutch, Blade Lift Accumulators  
Two (2) 1400 CCA Heavy Duty Batteries, **270** Amp. Alternator, **1000** Amp. Starter  
AM/FM/WB Radio, **Machine Security System**  
Product Link, with 3 Year Free Subscription  
(1) 25 Amp, (1) 5 Amp 24/12 Volt Converter, with 12V powerpoint  
Color Coded and Numbered Electrical Wires  
High Style front **Halogen** Headlights, Front Turn Signals, Rear "Drop Down" LED Tail/Stop Lights  
Four (4) Forward Facing **Halogen**, Two (2) Rear Facing Cab **Halogen** Work Lights  
Two (2) Rear Facing Radiator Mounted **Halogen** Work Lights  
Two (2) Front Facing **Halogen** Work Lights Mounted on Frame  
Two (2) Front Facing **Halogen** Work Lights Mounted Under Cab  
One (1) Rear Facing **Halogen** Wing Light  
Back Up Lights, with Back-Up Alarm  
Federal Signal Highlighter 454201 Strobe Light on Cab, with Guard  
Rear Hitch on Wing Frame  
Tool Box  
Vandalism Package  
Lubrication Test Ports  
**Front Counterweight**  
Craig 301-12 Hydraulic Snow Wing  
Paper Owner's Manual , Paper Service Manual, CD Parts Manual  
5 Year/5000 Hour Machine "No Cost" Warranty  
Operating Weight, as per these specifications: **43,446** Pounds without Snow Wing

*Faster delivery,  
3/9*

Mr. Brandon Gulnick

Page 6

**2020 Caterpillar 140AWD-Unit in-Stock at the Factory**

**\$385,000.00** Highly Discounted Cost, as per Specifications listed on Page 5

**\$225,000.00** Less Caterpillar 140M3AWD Trade

**\$160,000.00** Net Trade

Should the Town of Weathersfield wish to Lease/Purchase the Caterpillar replacement grader; Caterpillar Financial offers governmental agencies low rate lease programs for up to 10\* years with monthly, quarterly, semi-annual and annual payments. For your review I have provided you below with both Five (5) and Seven (7) year annual lease payments. I would be more than happy to provide you with payments for other specific lease terms or amounts.

**140AWD-Net \$160,000.00**

\$25,241.00 Seven (7) Year Annual Up-Front Lease Purchase Payments

\$34,228.00 Five (5) Year Annual Up-Front Lease Purchase Payments

\*8-10 Year lease purchase is subject to Caterpillar Financial approval

**Requested Options: Please note, all desired options must be purchased at the time of sale**

Please add \$2,400.00 for Front Fenders

Please add \$3,200.00 for Rear Fenders

Add \$11,500.00 for a 6 Year/6000 Hour "No Cost" Warranty, in lieu of the 5 Year/5000 Hour "No Cost" Warranty included in the above cost

Add \$19,500.00 for a 7 Year/7000 Hour "No Cost" Warranty, in lieu of the 5 Year/5000 Hour "No Cost" Warranty included in the above cost

Regarding the question on purchasing additional Warranty, I can provide you with current information, please keep in mind that this policy may change at any time. If you purchased a 5 or a 6-year warranty and prior to the expiration of that warranty you can purchase additional warranty up to a total term of 7 years, but pricing will have to be calculated at that time. We can't provide a cost for something say 5 or 6 years down the road.

Add \$19,500.00 for a 5 Year/5000 Hour Service Plan

Add \$27,500.00 for a 6 Year/6000 Hour Service Plan (includes DPF Service)

Add \$30,500.00 for a 7 Year/7000 Hour Service Plan (includes DPF Service)

Mr. Brandon Gulnick  
Page 7

**Exemptions/Clarifications to your July 20/21, 2020 Specification and August 12, 2020 Addenda:**

On Page 4 of your Specifications dated July 20/21/2020, Engine Section, Item 6. You state that the unit shall have a reversing fan drive. This In-Stock 140AWD unit quoted does not have a reversing fan drive, nor has any of your previous Caterpillar motor graders.

On Page 4 of your Specifications dated July 20/21/2020, Steering Section, Item 1. You state that a Steering Wheel or Joystick is acceptable, but on Page 5 under the Operator's Station Section, item 11 you state the unit shall be Dual Joystick Controls. We believe that it is your intent to purchase a joystick machine, therefore that is what we provided a price on.

On Page 5 of your Specifications dated July 20/21/2020, Front Axle and Tandems Section, Item 2. You stated the unit shall have front and/or rear fenders. It was my belief at the August 3, 2020 pre-bid conference that you would clarify that language in the Addenda. Due to the fact it is unclear we have provided individual optional cost for front and rear fenders.

On Page 5 of your Specifications dated July 20/21/2020, Operators Section, Item 6. You state that the unit shall have AM/FM/CD Player. The Caterpillar 140AWD does not have a CD player.

On Page 5 of your Specifications dated July 20/21/2020, Electrical Section, Items 4 & 7 state that the unit shall LED Lights. This In-Stock 140AWD unit quoted has Halogen Lights as have your previous 140MAWD and 140M3AWD.

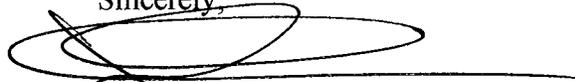
Delivery: This unit is in stock at the Caterpillar Motor Grader factory in Brazil. We would anticipate a delivery to the town within 30-60 days due to procurement of the Craig snow wing.

Mr. Brandon Gulnick  
Page 8

Again, we want to stress that this is an important purchase for the Town of Weathersfield and it should not be taken lightly. It is important that the town purchase the best piece of equipment that will provide it with the best overall value, with its expected high level of performance, reliability, durability and resale value. Please don't anticipate that other manufacturers will provide you with the same level of these value-added enhancements that you would expect from the leader in the industry, the Caterpillar line of equipment.

I wish to thank you for allowing Milton Cat the opportunity to provide you with these proposals and I look forward to providing the Town of Weathersfield with a new Caterpillar motor grader. Should you need additional information, or if you have any additional questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey E. Slade", is written over a horizontal line. The signature is somewhat stylized and loops back under the line.

Jeffrey E. Slade  
Territory Manager  
Governmental Accounts  
Vermont/New Hampshire

JES  
surface/weathersfieldvt140awdjoystickproposal20

ATTACHMENT E  
[PROPOSAL 1 BID SHEET]

# PROPOSAL # 1

## TOWN OF WEATHERSFIELD, VERMONT ARTICULATED ALL WHEEL DRIVE MOTOR GRADER

### BID SHEET

Make of Unit Bid  
 Model of Unit Bid:  
 Year of Unit Bid:  
 7 Year/7000 Hour Full Machine Warranty:  
 Price of Unit with 12' Moldboard  
 Price of Unit with 14' Moldboard  
 Less Trade (2015 Cat 140M):  
 Net Cost:  
 Delivery Date:

CATERPILLAR  
140AWD  
2020/2021  
\$ 5YR INCLUDED / 6YR / 6000 \$11,500<sup>00</sup> / 7YR / 7000 \$19,500<sup>00</sup>  
\$ 380,000<sup>00</sup>  
\$ ADD \$750 FOR 14X24X7/8, ADD \$1,750 FOR 14X27X1  
\$ 225,000<sup>00</sup>  
\$ 155,000<sup>00</sup>  
ASAP

### OPTIONS

- A. 7 Year/7000 Hour Maintenance Program
- B. Telematics (with remote software upgrades)
- C. Cross Slope Grade Control
- D. Front Push Block
- E. Blade Impact Absorption System

5YR / 5000 SERVICE PLAN \$19,500.00  
6YR / 6000 SERVICE PLAN \$27,500.00  
\$ 7YR / 7000 SERVICE PLAN \$30,500.00  
\$ INC.  
\$ 6,900.00  
\$2,000.00 FOR 885# CW  
\$3,500.00 FOR 2,822# CW  
\$ INC.

MILTON CAT  
 Company Name

JEFFREY E. SLADE  
 Authorized Company Representative Name (Printed)

  
 Authorized Company Representative Signature

8/20/20  
 Date

*St. Ann Dams  
Town Clerk*

ATTACHMENT F  
[PROPOSAL 2 BID SHEET]

# PROPOSAL #2

## TOWN OF WEATHERSFIELD, VERMONT ARTICULATED ALL WHEEL DRIVE MOTOR GRADER

### BID SHEET

Make of Unit Bid	<u>CATERPILLAR</u>
Model of Unit Bid:	<u>140AWD</u>
Year of Unit Bid:	<u>2020</u>
7 Year/7000 Hour Full Machine Warranty:	<u>\$542 INCLUDED / 6YR/6000 \$11,500 / 7YR/7000 \$19,500</u>
Price of Unit with 12' Moldboard	<u>\$</u>
Price of Unit with 14' Moldboard	<u>\$ 385,000<sup>00</sup></u>
Less Trade (2015 Cat 140M):	<u>\$ 225,000<sup>00</sup></u>
Net Cost:	<u>\$ 160,000</u>
Delivery Date:	<u>30-60 DAYS</u>

### OPTIONS

A. 7 Year/7000 Hour Maintenance Program	<u>5YR/5000 SERVICE PLAN \$19,500.00</u>
	<u>6YR/6000 SERVICE PLAN \$27,500.00</u>
	<u>\$ 7YR/7000 SERVICE PLAN \$30,500.00</u>
B. Telematics (with remote software upgrades)	<u>\$ INC.</u>
C. Cross Slope Grade Control	<u>\$ N/A</u>
D. Front Push Block	<u>\$ INC. ~</u>
E. Blade Impact Absorption System	<u>\$ INC.</u>

MILTON CAT  
Company Name

JEFFREY E. SLADE  
Authorized Company Representative Name (Printed)

  
Authorized Company Representative Signature

8/20/20  
Date

*John Am...  
Town Clerk*

**Notes Payable Schedule  
As of June 30, 2020**

GL	Bank Account	Purpose	Lender	Terms	Maturity Date	Interest Rate	Balance as of 06/30/2019	Principal Paid FY20	Interest	Balance as of 06/30/2020
98-2-030-30.00	1777459-20	2016 Police Cruiser	Peoples United Bank	Principal of \$11,333 w/interest	7/22/2019	2.25%	\$ 11,333.00	11,333.00		\$ -
98-2-030-31.00	1777459-21	2017 Spartan Fire Truck	Peoples United Bank	Principal of \$45,800 w/interest	5/17/2022	2.50%	\$ 137,400.00	45,800.00		\$ 91,600.00
98-2-030-06.75		Grader Lease-CAT Financial	CAT Financial	Yearly lease \$33,988			\$ 33,322.00	33,322.00		\$ -
98-2-030-29.00	1777459-00017	Highway Garage Heat/Well	Peoples United Bank	Principal of \$18,334 w/interest	4/8/2019	2.0%	\$ 18,332.00	18,332.00		\$ -
98-2-030-32.00	1777459-00023	2018 Western Star Dump Trk	Peoples united Bank	Principal of \$31,304 w/Interest	1/17/2023	2.75%	\$ 125,216.00	31,304.00	0	\$ 93,912.00
98-2-030-33.00	Self	Center RD paving	Town of Weathersfield	Principal of \$190K w/Interest	10/1/2024	2.75%	\$ -	-		\$ 190,000.00



# TOWN OF WEATHERSFIELD

OFFICE OF THE TOWN MANAGER

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

PHONE: 802-230-6262

FAX: 802-674-2117

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 4, 2020  
Re: Salt Shed Bid Opening

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On August 6, 2020, the Town advertised a Request for Proposal (RFP) to fabricate and install an overhead protection system on the Town Salt Shed, located at 483 Stoughton Pond Road. The roof on the existing Salt Shed is caving in and needs to be replaced. As the roof continues to fall in, concrete roofing material mixes with the salt material and can potentially harm workers if a worker is inside at the time a piece of the roof breaks off.

A Site Visit was scheduled for Tuesday, August 18, 2020 at 10:00am. Bids are due at Martin Memorial Hall by 1:00pm on September 7<sup>th</sup>, 2020.

Please note: the bid opening will take place as scheduled on September 7, 2020 at 1:00pm. The Chief of Police and Town Manager will be present for this bid opening. All bids will be provided to the Selectboard on September 8, 2020.



# TOWN OF WEATHERSFIELD

LAND USE ADMINISTRATOR'S OFFICE

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

landuse@weathersfield.org

TO: Weathersfield Planning Commission  
FROM: Chris Whidden, Esq.; Weathersfield Land Use Administrator  
RE: Noise Ordinance/Performance Standard Enforcement  
DATE: 7/27/2020

The questions presented are: 1.) What is required for enforcement of a Notice of Violation (NOV) related to a violation of the performance standards governing noise; and 3) what can the Town of Weathersfield do to remedy the issue of numerous noise complaints?

## **1. What is Required for the enforcement of a Notice of Violation (NOV)?**

NOVs are a civil enforcement measure, not criminal. Thus, only a preponderance of the evidence that a violation has occurred is required for enforcement of an NOV, rather than beyond a reasonable doubt as used in criminal matters. The bylaw in which an NOV is grounded needs to be sufficient to put the public on notice of the proscribed behavior or performance standard. The maximum fine for a noise violation is \$200 per violation under 24 VSA § 4451. The Town of Woodstock has also added a bylaw that each time a police officer is called to the scene of a noise complaint it is a separate violation.

Zoning Administrators (ZA) are qualified to conduct decibel readings for NOVs. See *In Re Laberge NOV*, Docket #2016 VT 99 (VT 2016). In *Laberge*, the Hinesburg ZA took a noise measurement with a complaining property owner using the property owner's personal decibel reader. Using the reading from the device as supporting evidence, the ZA issued a NOV to Laberge. The noise was created by a motocross track that Laberge was operating on his property. At trial, the court enforced the NOV.



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LaBerge appealed to the Vermont Supreme Court, who affirmed the lower court's enforcement of the NOV. The Court explained that in such cases, the Court's practice was to allow a property owner who had purchased and used a sound meter to explain how well they know how to operate it, how they operated it during a time of concern, and what results the meter showed. The court noted that it would afford the readings the appropriate weight based upon the credibility of the testimony.

Commercial decibel readers are sufficient to provide evidence of a noise violation. See, i.e. Docket # 45-3-12 - In Re Big Rock Gravel Quarry Act 250 Permit. (VT Superior Court, Environmental Division 2012). In *Big Rock*, the applicant for a quarry permit provided evidence from a commercially purchased decibel reader, which the court accepted to show that the operation of the quarry was in conformance with the performance standard. However, the court commented on the applicant's lack of training in the use of the reader, citing his inability to distinguish between db and dbA readings.

To bolster the likelihood of meeting that burden, devices can be purchased that have audio recording of the sound that is being measured. Opponents of recordings in court would argue that it is hearsay. However, the argument fails because an audio recording is not hearsay because hearsay requires declarant to be a human. The recordings would be from a machine, and most likely be recording mechanical noises rather than human voices. Because the recording would be taken from a position on the abutters property line, the ZA need only show that he had permission from the abutter to take the reading on his property, which can be shown by affidavit or testimony.



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Therefore, to enforce a notice of violation, the ZA must provide a noise reading paired with testimony showing familiarity with the surrounding circumstances and the procedure of sound measurement, that the measurement was taken from a location where the ZA presence was authorized by the complainant and in conformity with the 2017 Weathersfield Bylaws, and the reading on the device. This would likely result in a court finding that a violation has occurred by a preponderance of the evidence, and thus make the NOV enforceable.

## **2. What can the Town of Weathersfield do to remedy the issue of multiple noise complaints?**

Here, the ZA has a duty under the 2017 Weathersfield Bylaws to enforce the regulations found therein. When a complaint is received, the ZA is required to investigate. Since taking office on April 7, 2020, the ZA has responded to multiple noise complaints and has been unable to enforce the bylaws. The ZA's first contact with the citizens of Weathersfield was a noise complaint. Further, the ZA has received messages from citizens expressing their disappointment in the Town's inability to ensure enjoyment of their property because of the lack of enforcement. These bylaws contain a noise performance standard that limits the number of decibels that can be emitted from a parcel based on the zoning of the parcels involved. The Court has held that a plainly audible standard is not unconstitutionally vague. Further, this noise ordinance is sufficient to put the public on notice of the performance standards applicable to their parcels and the proscribed behavior because it gives a numeric standard (decibels) rather



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than a vague or subjective standard. Because the Bylaws provide a numeric standard, the only way to enforce the bylaw and to establish proof of a violation by a preponderance of the evidence is through using a decibel reader paired with the testimony of the user. Thus, without a decibel reader, the ZA is unable to establish evidence to support or enforce a NOV, and the bylaw fails because it is completely unenforceable.

Further, the Bylaws require a “trained and certified professional” to measure noise levels. This standard is found in the criminal context, where proof beyond a reasonable doubt is required, rather than a preponderance of the evidence standard required in civil matters. This standard is also used by individuals who are attempting to refute the evidence against them by way of expert witnesses in a court proceeding. The facts in *LaBerge* clearly show the standard is that the individual operating the device need only explain how well they know how to operate it, how they operated it during a time of concern, and what results the meter showed. The court would then afford the readings the appropriate weight based upon the credibility of the testimony, and determine if the matter has been shown by a preponderance of the evidence.

### **3. Conclusion**

Therefore, I request the Planning Commission recommend a change to the bylaw in which “trained and certified professional” is replaced with “the Town Manager, Zoning Administrator, Town Health officer, or the Weathersfield Police Officer or Constable” to the Selectboard. I further request that the Planning Commission recommend the purchase of a decibel reader that has audio recording technology at a



# TOWN OF WEATHERSFIELD

LAND USE ADMINISTRATOR'S OFFICE

(802) 674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

[landuse@weathersfield.org](mailto:landuse@weathersfield.org)

price not to exceed \$800 to the same, and that the Planning Commission begin the conversation as to the definition of noise producing activities that are exempted from the noise performance standards and include them in the Bylaw updates.

Respectfully Submitted,

Chris Whidden, Esq.  
Weathersfield Zoning Administrator



# TOWN OF WEATHERSFIELD

LAND USE ADMINISTRATOR'S OFFICE

(802) 674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

landuse@weathersfield.org

TO: Weathersfield Planning Commission  
FROM: Chris Whidden, Esq.; Weathersfield Land Use Administrator  
RE: Noise Performance Standard Bylaw Amendment  
DATE: 7/28/2020

The Land Use Administrator requests the Planning Commission to amend Section 6.13(B)(1)(a) of the Weathersfield Town Bylaws in which “a person conducting sound measurements shall have been trained in techniques and principles of sound measuring equipment and instrumentation” is stricken and replaced with “The Town Manager, Land Use Administrator, Town Health officer, Weathersfield Police Officer, Constable, deputies, or other Town enforcement officer is authorized to conduct sound measurement.”

Support for this request can be found in the memorandum from my office to the Planning Commission regarding noise performance standards, attached hereto and submitted to the Planning Commission on July 27, 2020.

Respectfully Submitted,

Chris Whidden, Esq.  
Weathersfield Zoning Administrator



# TOWN OF WEATHERSFIELD

## OFFICE OF THE TOWN MANAGER

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

PHONE: 802-230-6262

FAX: 802-674-2117

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 8, 2020  
Re: 2014 Purchase & Sale Agreement

---

### **SUMMARY**

On August 17, 2020 I presented a Report to the Selectboard and Residents regarding a Purchase and Sale Agreement signed by the Selectboard on July 21, 2014. This Report will continue until the issue is resolved.

During the previous meeting I made the following points:

1. The Purchase & Sale Agreement was signed with the intent of recovering delinquent taxes owed to the Town.
2. When the Purchase & Sale Agreement was signed the Total Delinquent Taxes Owed on Parcel 050154 (Thrasher Road) was over \$86,000.
3. Although not explicitly disclosed, the Total Delinquent Taxes Owed on Parcel 050154-1 (Jason Smith Road) was \$15,846.20.
4. The Purchase & Sale Agreement contained 8 Conditions & 4 Contingencies.
  - a. Residents Conditions
    - i. Satisfied
    - ii. Satisfied
    - iii. The language in the Purchase & Sale Agreement was Misleading
  - b. Town Conditions
    - i. Not Satisfied
    - ii. Not Satisfied
    - iii. Satisfied
    - iv. Not Satisfied
    - v. Not Satisfied
  - c. Contingencies
    - i. Not Satisfied
    - ii. Satisfied
    - iii. Satisfied
    - iv. Not Satisfied
5. The Total Delinquent Taxes Owed to date is \$78,506.13 and will continue to accumulate.
6. The only time Interest & Penalty stop accumulating is when the delinquent taxes on a property are satisfied by either payment, abatement, or tax sale.

## QUESTIONS & ANSWERS

Note: Questions 5-7 were forwarded to the Finance Department & answered.

1. How much money has the Town spent on Legal Fees for this Purchase & Sale Agreement?
  - a. Between 2015-2019 the Town of Weathersfield Spent **\$17,260.95** on Legal Fees regarding this Purchase & Sale Agreement. We will be researching 2010-2014 to find the Total Amount Spent on Legal Fees during this period as well.
2. How much money has the Town spent on appraisals, survey, and permitting costs to date?
  - a. As of September 4, 2020, the Town has spent **\$9,914.00** on appraisals, survey, and permitting costs. **Please note, \$9,514.00 was spent prior to January 27, 2020.**
3. What is the total spent between 1 & 2 above?
  - a. **\$27,174.95** (Not including money spent on Legal Fees prior to 2015).
4. If this application is approved by the Board of Abatement without the 3-acre parcel and easement backed out (we give it back) how much will the Board of Abatement be requested to abate?
  - a. As of September 4, 2020, the number on the application will be \$97,247.42 given the situation above. If the Board of Abatement waives \$97,247.42 in delinquent taxes, the Town will take a hit for a total of **\$124,422.37** (Delinquent Taxes Owed, Money spent on legal fees, and money spent on permitting, surveying, and appraisals. Please note, \$27,174.95 will not hit this nor any other future budget because it was money spent over the years attempting to satisfy the conditions and contingencies in the 2014 Purchase & Sale Agreement.
5. How has the interest and penalty moneys traveled through the budgets since the agreement was signed?
  - a. The interest and penalty for all delinquent taxes are charged to revenue line in the year they are incurred because we run a modified accrual accounting system so yes each year the Abbott's interest get charged to the GF-Interest on delinquent tax line item.
6. The auditors wrote off a large chunk in last years audit. If this was wrong, then how do we undo it?
  - a. The auditors did not write off any of the Abbotts delinquent taxes, penalty or interest, they made an adjusting entry (to take the revenue out of the current year's budget and move it to the balance sheet) moving this debt to a liability (negative asset) on the balance sheet called Allowance for Doubtful Accounts. This is often the case when a receivable remains on the books for a long period of time and no agreement has formally been made. When an agreement is reached the liability will be debited for what the balance of the account is, since this is all the Abbott debt. So, this entry will not affect the budget, except for the amount that remains up and above the allowance. Currently the allowance at the end of FY19 was \$69,400 and the auditors will adjust again this year adding to this allowance.

7. The budget always has an I&P income line. Has the Abbott I&P been accounted for each year out of this line? Where I am trying to go with this is If the BOA forgives the entire amount of I&P what affect will that have in the year of the abatement, possibly this year.
  - a. If the BOA voted to forgive/abate all of the Abbott's Interest and penalty today I think there would be no effect on the FY21 budget this number changes the longer we wait and the more interest that accrues. Allowance FY19 \$69,400 plus audit adjustment for FY20 not known at this point, should offset the decision of the BOA on interest and penalty.
8. Does the Easement granted through this Purchase & Sale Agreement lead all the way into the Town Forest?
  - a. No. We need an additional easement from the Johnson Family if we want a permanent easement. The State has granted us (informally) an easement through the State Right of Way. The problem with this is that it can be taken away at any time should the State need it for something.
9. Is there a leach field or sewage on the 3-acre parcel the Town acquired?
  - a. There has been no formal Site Assessment conducted to determine whether there is or is not. Nothing in the Purchase & Sale agreement states there is or is not. Nothing in the Purchase & Sale agreement states the Agreement is void if there is or is not.

### **NEXT STEP OPTIONS**

1. Move forward with the existing Purchase & Sale Agreement to fulfill the unmet conditions/ contingencies. This will include the following:
  - a. Additional permitting & surveying (if required by the Selectboard and the Vermont Department of Environmental Conservation).
  - b. Selectboard Support the Application pending before the Weathersfield Board of Abatement. This can be done through a written letter to the Board.
  - c. Screen the beginning of the trail easement from the residence using mutually agreed, reasonable measures such as trees, bushes, and fencing.
  - d. Post the Trailhead parking area as open for use only during daylight hours.
  - e. Pursue Right of Way options from the Johnson Family to secure a permanent easement.
2. Move forward with voiding the Purchase & Sale Agreement.
  - a. An argument can be made that the conditions and contingencies cannot be met. Charles Johnson denied the Towns effort to obtain a Right of Way through his property. Contingency 4 cannot be satisfied as written. The resident's condition 3 was misleading.
  - b. The resident will have an opportunity to file an application with the Board of Abatement for the full amount of the delinquent taxes owed between 2000 & 2010 (\$101,503.16). If the request is denied the Tax Collector holds a Tax Sale.
  - c. The Town will have spent \$27,174.95 on legal fees, permitting, surveying, etc. for nothing.
3. Move forward with amending the Purchase & Sale Agreement to a language mutually agreeable to the Resident and Selectboard.



# TOWN OF WEATHERSFIELD

OFFICE OF THE TOWN MANAGER

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

PHONE: 802-230-6262

FAX: 802-674-2117

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 8, 2020  
Re: Highway Garage Solar Site

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Norwich Solar needed to move the Site Array to protect potential roost trees by adding a buffer around each. The proposed revised array layout is attached. The site was staked by Norwich Solar. All Selectboard Members were notified in previous meetings regarding the amended plan. The next step is to determine whether this amendment works well with the Town.

See Attachment A – Executed Option Agreement

See Attachment B – PUC Order Lifting Stay and Adopting Revised Schedule

See Attachment C - Previous Plan

See Attachment D – Amended, Proposed Plan

ATTACHMENT A  
[EXECUTE OPTION AGREEMENT]

**LEASE OPTION AGREEMENT – WEATHERSFIELD TOWN GARAGE**

THIS OPTION AGREEMENT, is entered into as of the 25 of November 2019 (the “Effective Date”), by and between the Town of Weathersfield, Vermont (“Lessor”), owners of a parcel of real property located at 483 Stoughton Pond Road, Perkinsville, Vermont, and described in detail in **Exhibit 1** hereto (the “Leased Premises”) and Weathersfield Town Garage Solar, LLC (“Lessee”), a limited liability company organized and existing under the laws of the State of Vermont.

**WITNESSETH:**

WHEREAS, Lessor desires to grant Lessee an option to lease approximately 6 acres, more or less, as more particularly described in **Exhibit 1**, the Solar Site Lease Agreement; (the “Leased Premises”); and

WHEREAS, Lessee desires to enter into a Net Metering Agreement to net meter a portion of the Town’s electric load, as more particularly described in the Solar Site Lease Agreement **Exhibit D**, the Net Metering Agreement; and

WHEREAS, the parties have agreed that Lessee is granted an option to lease said real estate from the Lessor; and

WHEREAS, the parties wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of One Thousand Dollars (\$1,000.00) and other good and valuable consideration and the mutual benefits accruing to each, the parties hereby covenant and agree as follows:

1. The Lessor hereby grants to Lessee the sole and exclusive right and option throughout the Option Period to lease from the Lessor the Leased Premises or any portion thereof, and access thereto, owned by the Lessor, as referenced in **Exhibit 1**, to develop the site for electricity generation (the “Option”).
2. This Option Agreement shall be and remain in full force for one year from

the date of execution of this Option Agreement unless Lessee has filed for a Vermont Public Utility Commission (“PUC”) Certificate of Public Good (“CPG”) within the one year period (the “Option Period”). In the event of the later, the Option Period will remain in effect until the Lessee has been awarded a PUC Certificate of Public Good to install and operate a generation facility.

3. The Lessor hereby warrants and represents that Lessor (a) owns the property in fee simple absolute; (b) has the sole and unilateral right and authority to enter into this Option Agreement, (c) has and will maintain good and marketable title to the Property, free and clear of any encumbrances except those which of record appear (d) shall not enter into any lease, option to lease, purchase and sale agreement, option to purchase, or any other similar agreement with any other entity in pursuit of solar energy generating facilities during the Option Period, and (e) shall notify Lessee promptly in writing after any transfer or other change in ownership of all or any part of the Property, including the name and address of the new owner.

4. Lessee shall give the Lessor written notice of Lessee’s election to exercise this Option and to lease the Leased Premise at the time and date specified by Lessee in such notice. The formal Solar Site Lease Agreement, which has been fully negotiated and agreed to by Lessor and Lessee, and included herein as Exhibit 1, shall be executed by both Parties at that time.

5. Extension of Option Period. Prior to the conclusion of the Option Period, Lessee may request, and Lessor shall grant, an extension of the Option Period for a period of twelve months, renewable for up to two additional twelve-month periods. Lessee shall pay Lessor an extension payment of One Thousand Dollars (\$1,000.00) at the time of each extension request.

6. During the Option Period, Lessor shall permit Lessee and its authorized agents and representatives to enter upon the Property to:

- a. conduct any necessary studies or analyses to determine the property’s suitability to host a solar array;

- b. submit any applications for permits or licenses necessary to facilitate construction of the Project, including, but not limited to, a Certificate of Public Good;
- c. attend and participate in any public meetings or hearings regarding the Project;

Lessee shall bear the cost of all studies, analyses, permits and licenses.

7. In the event Lessor fails to perform its obligations under this Agreement for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity.

8. The parties shall execute any and all other documents and take all actions necessary to effectuate the intent of this Option Agreement.

9. This agreement shall be binding upon the parties hereto and the respective heirs, successors and assigns of each.

Town of Weathersfield, LESSOR

18 November 2019  
Date

By:   
Name: Sven Fedorow, Town Manager  
Title: Property Owner Representative

Weathersfield Town Garage Solar, LLC, LESSEE

25 November 2019  
Date

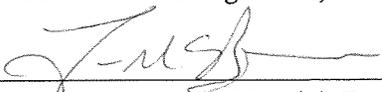
By:   
Troy McBride, for Norwich Technologies, Inc.  
for Weathersfield Town Garage Solar LLC

EXHIBIT 1

SOLAR SITE LEASE AGREEMENT

**SOLAR SITE LEASE AGREEMENT, WEATHERSFIELD TOWN GARAGE**

This Site Lease Agreement (“Lease”) is made and entered into as of the \_\_\_\_ of \_\_\_\_\_ (the “Effective Date”), by and between the Town of Weathersfield, State of Vermont (“Lessor”), owner of a parcel of real property located at 483 Stoughton Pond Road, Perkinsville, Vermont and described in detail in **Exhibit A** hereto (the “Leased Premises”) and Weatherfield Town Garage Solar, LLC (“Lessee”), a limited liability company organized and existing under the laws of the State of Vermont.

**WITNESSETH**

WHEREAS, Lessee desires to develop, design, construct and operate a solar powered electric generating facility, as described in **Exhibit B** (“Distribution Generation Facility” or “System”), on approximately 6 acres of the Property (“the Leased Premises”).

WHEREAS, in order to construct, install and maintain the System the Lessee requires access to the Leased Premises as identified in **Exhibit A**; and

WHEREAS, in connection with the foregoing, Lessee desires to lease the Leased Premises from Lessor for the installation and commissioning of the System and Lessor is willing to lease the same to Lessee on the terms and conditions set forth herein; and

WHEREAS, Lessee shall have the right, exercisable by Lessee at any time during the Term of the Lease, to cause an as-built survey of the Leased Premises to be prepared and thereafter replace, in whole or in part, the description of the Leased Premises set forth on **Exhibit A** with a legal description based upon the as-built survey. Upon Lessee’s request, Lessor shall execute and deliver any documents necessary to effectuate such replacement, including without limitation, an amendment to this Lease and the Memorandum of Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

**1. Leased Premises and Related Rights.** Lessor hereby leases to Lessee, in accordance with the terms and conditions hereinafter set forth, the real property described in **Exhibit A** where the System will be installed and further identified in Exhibit B map. Lessor hereby also grants to Lessee, for a period co-terminus with the Lease, a non-exclusive right-of-way to access the Leased Premises across or through the Property and any surrounding or nearby property owned or leased by Lessor, passage through which is necessary or convenient to install or gain access to the System or the Leased Premises.

2. **Rents.** The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, annual rent set forth in the following table:

Term	Timing of Payments	Payment
Lease year 1	At Lease signing	\$ _\$1000.____
	At Commencement of Construction	\$ _3000.____
	Upon Construction Completion	\$ _7000.____
Lease Years 2 – 25	Payable on the anniversary of the Effective Date of this Lease Agreement	\$ _11000.____annually

3. **System Construction, Installation, Operation, and Decommissioning**

- (a) Lessor hereby consents to the construction of the System by Lessee on the Leased Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections.
- (b) Lessee shall also have the right from time to time during the term hereof:
  - (i) to install and operate the System as presently contemplated by this Agreement on the Leased Premises, subject to the terms and conditions hereof;
  - (ii) to maintain, clean, repair, replace and dispose of part or all of any System, subject to the limitations set forth herein;
  - (iii) to add or remove any parts of the System, subject to the limitations set forth herein;
  - (iv) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Section 3.
- (c) Lessor acknowledges that the installation of all or a portion of the System will require installation to the ground and consents to such installation during the Term of this Lease.

- (d) Lessee shall bear full responsibility, at its sole cost and expense, for obtaining any and all governmental permits and approvals necessary for the construction and operation of the System, and shall construct and operate the System in compliance with all applicable laws and regulations.
- (e) In accordance with Section 8 of this Lease, within 180 days after any such termination or other expiration or termination of this Lease, Lessee shall decommission (“Decommission” or “Decommissioning”) the System. Decommission shall have the meaning as set forth in the System’s certificate of public good. Prior to completion of construction of the System, Lessee shall establish a decommissioning and general fund in the amount of \$50,000 for Lessor’s benefit (the “Decommissioning and General Fund”). The Decommissioning and General Fund will be funded by a deposit to be held exclusively in the name of the Lessor, in a federally insured bank in the United States. Documentation that demonstrates the establishment of the Decommissioning and General Fund shall be filed with the Lessor prior to completion of construction. In the event Lessee defaults with respect to its obligations relating to Decommissioning, amounts in the Decommissioning and General Fund may then be used by Lessor to effectuate the requirements contained herein related to Decommissioning and removing the System pursuant to Section 8 of this Lease. In addition, in the event Lessee defaults with respect to its obligations to maintain vegetative screening pursuant to Section 3(g) of this Lease, amounts in the Decommissioning and General Fund may be used by Lessor to effectuate the requirements in Section 3(g) related to vegetative screening. After Decommissioning is complete, any remaining funds in the Decommissioning and General Fund shall revert back to Lessee and the Decommissioning and General Fund shall be terminated.
- (f) Prior to commencement of construction of the System, Lessee shall take no less than two soil samples from the portion of the Leased Premises that will be occupied by the System. Lessee shall again take two soil samples prior to disturbing the soils at the time of Decommissioning. The samples shall be taken at least 500 feet apart, and the Lessor reserves the right to choose the location that the soil samples be taken. Lessee shall provide the results of testing of the soil samples in relation to potential hazardous materials found in solar equipment used on the site, and shall bear full responsibility for any contamination of hazardous waste caused by the materials specifically added during the solar construction, operation, or Decommissioning of the System.
- (g) The Lessee agrees to provide vegetation to substantially screen the solar array from the view from public roadways and from the neighboring homes at installation; the Lessee shall maintain the vegetative screening through the term of this Lease.

- (h) The Lessee will secure a Vermont Department of Environmental Conservation Construction General Permit for stormwater management and agrees to follow all guidelines to mitigate stormwater runoff and erosion caused by the clearing of trees, placement of the solar array, or any other act of completing this project. Vermont Department of Environmental Conservation is responsible for enforcement and compliance on the Construction General Permit such that the Lessee shall take reasonable and appropriate measures to abate runoff.

4. **Access to Premises.** Lessor shall provide Lessee and its employees, invitees, contractors and sub-contractors with access to the Leased Premises as reasonably necessary to allow installation work and to maintain the System, including ingress and egress rights to the Leased Premises. Lessor shall use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, Decommissioning and removal of each System and access for rigging and material handling (including use of Lessor's other property).

5. **System and Output Ownership.**

- (a) Lessor acknowledges and agrees that all equipment comprising the System shall remain the personal property of Lessee and shall not become fixtures.
- (b) Lessor acknowledges that the Lessee is the exclusive owner of electric energy generated by the System and owner of all environmental attributes and tax attributes attributable to the System.

6. **Representations and Warranties, Covenants of Lessor.**

- (a) **Authorization.** Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Lease by all necessary action and (ii) will not be in default under any agreement to which it is a party (including any lease in respect of the Leased Premises as to which Lessor is the tenant) by virtue of signing entering into this Lease.
- (b) **Lessor's Title to Leased Premises.** Lessor represents, warrants and covenants that Lessor has lawful fee simple title to the Leased Premises and its other property necessary for the installation and operation of the System, free and clear of all liens and encumbrances except those listed on **Exhibit C**, and that Lessee shall, provided Lessee complies with the terms and conditions of this Lease, have quiet and peaceful possession of the Leased Premises free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the term of this Lease.

- (c) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Leased Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System to a reasonably noticeable extent.
- (d) Insolation. Lessor shall not construct or permit to be constructed any structure on the Premises that could adversely affect Insolation levels or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Leased Premises, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee in measures to preserve existing levels of Insolation at the Leased Premises.

**7. Representations and Warranties, Covenants of Lessee.**

- (a) Authorization; Enforceability. The execution and delivery by Lessee of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Lessee or any valid order of any court, or regulatory agency or other body having authority to which Lessee is subject. This Lease constitutes a legal and valid obligation of Lessee, enforceable against Lessee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

**8. Term and Termination.** The term of this Lease shall commence on the effective date hereof and terminate on the twenty-fifth (25<sup>th</sup>) anniversary of the effective date hereof (the "Term"). Within 180 days after any such termination or other expiration or termination of this Lease, Lessee shall remove the System. In connection with such removal, during said 180-day period, Lessor shall continue to provide Lessee (and its affiliates and subcontractors) with access to the Leased Premises with the following pro-rated lease payment:

- a. **\$11,000 annually while electricity is being produced and supplied to the grid.**
- b. **\$6,000 annually when the array is inactive.**

**9. Insurance.** Lessee, at its sole cost and expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Lessee's use of the Leased Premises, with not less than \$1,000,000 combined single limit, with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage. The policy shall name Lessor as

an additional insured, and shall be written on an “occurrence” basis and not on a “claims made” basis. Upon request, Lessee shall furnish to Lessor certificates evidencing such insurance required to be carried by Lessee.

**10. Taxes.** Lessee shall pay all personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Leased Premises. Lessee shall pay, on demand, any real estate property tax increases to the Premises that are the direct result of the Lessee's personal property being affixed to the Leased Premises. Lessor shall (except for increases in taxes resulting from the System) pay all (i) real and personal property taxes relating to the Premises, (ii) inheritance or estate taxes imposed upon or assessed against the Premises, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Premises by Lessor, and (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof.

**11. Liability and Indemnity.**

- (a) Lessee General Indemnity. Lessee shall indemnify, defend and hold harmless Lessor, its affiliates, officers, agents and employees and their successors and assigns (the “Lessor Indemnitees”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of Lessee, any utility company or Lessor, or other loss or damage incurred by Lessor, arising out of (i) negligent acts or omissions or willful misconduct of Lessee, its agents, officers, directors, employees or contractors; or (ii) the material breach by Lessee of any of its obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessor and any Lessor Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessee's obligations pursuant to this Section 11(a) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the gross negligence or willful misconduct of Lessor, the Lessor Indemnitees, or their respective contractors, successors or assigns. Lessee shall pay any cost that may be incurred by Lessor or the Lessor Indemnitees in enforcing this indemnity, including reasonable attorney fees.
- (b) Lessor General Indemnity. Lessor shall indemnify, defend and hold harmless Lessee, its affiliates, officers, agents and employees (the “Lessee Indemnitees”) from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property,

including, but not limited to, property of either Lessee or Lessor, or other loss or damage incurred by Lessee, arising out of: (i) grossly negligent acts or omissions or willful misconduct of Lessor, its agents, officers, directors, employees or contractors; or (ii) the material breach by Lessor of any of its obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 11(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Lessor shall pay any cost that may be incurred by Lessee or the Lessee Indemnitees in enforcing this indemnity, including reasonable attorney fees.

- (c) No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.
- (d) Waiver. The express remedies and measures of damages provided for in this Lease shall be the sole and exclusive remedies for a party hereunder and all other remedies or damages at law or in equity are hereby waived.

**12. Casualty or Condemnation.** In the event the Leased Premises shall be so damaged or destroyed so as to make the use of the Leased Premises impractical as reasonably determined by Lessee, then Lessee may elect to terminate this Lease on not less than twenty (20) days' prior notice to Lessor effective as of a date specified in such notice, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration this Lease. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Leased Premises and return the Leased Premises to its condition prior to such damage or destruction, except that Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the System, which replacement or restoration shall be Lessee's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

**13. Assignment.** Lessee may not assign its rights under the Agreement without the prior written consent of Lessor; provided, however, that Lessor agrees to not unreasonably withhold consent to an assignment to an entity with technical competency and creditworthiness

sufficient to run the Project in a manner comparable to Tenant (to be determined by Landlord in its business judgment), so long as such entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement. Additionally, Lessee shall have the right, without Lessor's consent, to assign its rights under the agreement to an entity which is directly or indirectly owned and controlled by Norwich Technologies, Inc., provided that the assigned entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement, and delivers a copy of this written agreement to the Lessor.

**14. Defaults and Remedies.**

- (a) Default. If a Party (the "Defaulting Party") fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within ten (10) Business Days for any monetary Event of Default (no notice being required) or, for any non-monetary Event of Default, within sixty (60) days after receiving written notice from the other Party (the "Non-Defaulting Party") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used herein "Business Day" means a calendar day excluding Saturdays, Sundays and United States and Vermont State holidays; provided, that in relation to any payment or funds transfer a "Business Day" means a day on which commercial banks are not required or permitted to be closed in the place where the relevant payor, pay or account, payee account and payee is located.
- (b) Remedies. The Non-Defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including without limitation, the right to terminate the Lease and commence an eviction action pursuant to applicable Law, all of which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement from the Defaulting Party for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. This Lease may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

**15. Notices.** Any notice required or permitted to be given in writing under this Lease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight

air courier service, or personally delivered to a representative of the receiving party, All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to Lessor:

Town of Weathersfield, Vermont  
Attn: Town Manager  
PO Box 550  
5259 US Route 5 Ascutney, VT 05030

cc: townmanager@weathersfield.org

If to Lessee:

Weathersfield Town Garage Solar , LLC  
c/o: Norwich Technologies, Inc.  
15 Railroad Row, Suite 101  
White River Jct., VT 05001

cc: admin@norwicksolar.com

**16. Waiver.** The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

**17. Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**18. No Third-Party Beneficiaries.** This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Lessor Indemnities, the Lessee Indemnities and any secured parties.

**19. Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

**20. Choice of Law.** This Lease shall be construed in accordance with the laws of the State of Vermont (without regard to its conflict of laws principles).

21. **Binding Effect.** This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

22. **Counterparts.** This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or "pdf" signatures shall have the same effect as original signatures and each party consent to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the parties.

23. **Entire Lease.** This Lease represents the full and complete agreement between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said parties with respect to said subject matter.

24. **Further Assurances.** Upon the receipt of a written request from the other party, each party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. At the request of Lessee, Lessor agrees to execute and deliver in recordable form, a memorandum of this Lease in a form reasonably acceptable to Lessor for recording in the title records of the county where the Leased Premises are located or other applicable government office.

25. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person, firm or corporation specified by such requesting party:

- (a) That this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;
- (b) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;
- (c) The dates to which amounts due have been paid; and
- (d) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

26. **No Recording.** This Lease shall not be recorded, but Lessor and Lessee shall execute a recordable form Notice of Lease complying with State of Vermont law and reasonably satisfactory to Lessor and Lessee's attorneys.

27. **Contingencies.**

- (a) Lessee acknowledges that the Lessor posted legal notice to the Voters of the Town of Weathersfield in accordance with 24 V.S.A. § 1061 (Conveyance of real estate) on May 28, 2019. In compliance with 24 V.S.A. § 1061 (a)(2), if a petition signed by five percent of the legal voters of the municipality objecting to the proposed conveyance is presented to the municipal clerk within 30 days, this lease agreement will be null and void.
- (b) The Lessee agrees to pay reasonable attorney's fees of the Lessor up to \$5,000 for the purposes of entering into this Lease Agreement and agreeing to, permitting and other needs relating to the System and the transactions between Lessor and Lessee.

(signature page to follow)

**IN WITNESS WHEREOF**, the parties have executed this Solar Site Lease Agreement on the day and year first above written.

Town of Weathersfield, Vermont "LESSOR"

By: \_\_\_\_\_  
Sven Fedorow  
*Interim Town Manager of the  
Town of Weathersfield*

STATE OF VERMONT  
COUNTY OF WINDSOR.

On this \_\_ date of \_\_\_\_\_, 2019, personally appeared Sven Fedorow who executed the foregoing instrument, and acknowledged that this instrument, signed by him/her, to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

My commission expires:

Weathersfield Town Garage Solar, LLC  
"LESSEE"

By: \_\_\_\_\_  
Troy McBride *Norwich Technologies, Inc,*  
*the Sole Member of*  
Weathersfield Town Garage Solar, LLC

STATE OF VERMONT  
COUNTY OF WINDSOR.

On this \_\_ date of \_\_\_\_\_, 2019, personally appeared Troy McBride who executed the foregoing instrument, and acknowledged that this instrument, signed by him, to be his free act and deed and the free act and deed of Weathersfield Town Garage Solar, LLC.

Before me,

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Being a portion of the lands conveyed to the Town of Weathersfield by Warranty Deed of WH Salmond and VW Salmond dated June 26, 1946 and recorded at Book 31, Pages 140 of the Town of Weathersfield Land Records.

The Leased Premises is more particularly described as follows:

483 Stoughton Pond, Perkinsville, Vermont.

Beginning at a point .....

[INSERT PROPERTY DESCRIPTION FROM SURVEY]

Said leased premises contains six (6) acres more or less.

**Notice of Permit Requirements**

In order to comply with applicable state Rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this lease if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable Rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.



**EXHIBIT C**

**ENCUMBRANCES**

**EXHIBIT D**  
**Net Metering Agreement**

## SOLAR NET METERING CREDIT AGREEMENT

This SOLAR NET METERING CREDIT AGREEMENT is entered into as of \_\_\_\_\_, 2019 (the "Effective Date") by and between:

**Customer:** Town of Weathersfield, VT and **System Owner:** Weathersfield Town Garage Solar, LLC

Customer and System Owner are referred to herein individually as a "Party" and collectively as the "Parties". This Agreement shall supersede any and all previous Agreements between the Parties with respect to the subject matter hereof.

A. System Owner is engaged in the business of developing, installing, owning, operating, and maintaining solar generation systems across the United States and internationally. The System is being built to produce electricity and Net Metering Credits ("NMCs") pursuant to 30 V.S.A. § 8010 and 30 V.S.A. § 248, PUC Rule 5.100 and Green Mountain Power Corporation's (the "Utility") Net Metering Tariff(s).

B. System Owner plans to construct a photovoltaic solar electric generation system in size and on location as identified in Appendix A hereto (defined individually and collectively, as the context requires, as the "System"), within the Utility's service territory. The System will generate electricity output and associated Net Metering Credits a specific portion of which shall be allocated by System Owner to Customer hereunder in accordance with the allocation instructions attached hereto as Appendix C (the "Allocation Instructions") and to be filed with the Vermont Public Utility Commission ("PUC), with copies to the Vermont Public Service Department and the Utility pursuant to 30 V.S.A. § 8010 and 30 V.S.A. § 248 and PUC Rule 5.130). Appendix A will be finalized based on final as-built drawings and System production at Commercial Operation Date.

C. The System is intended to serve other Customers from time to time, initially as identified in the Allocation Schedule set forth in Appendix C hereto. The method by which Customer allocations are made by the System Owner and by which Customers may be added to and removed from the Net Metering Group is set forth in Section 2.5 hereof and Appendix C hereto.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree and intend to be legally bound as follows:

- Commercial Terms:
  - Sale Price:** Customer shall pay to System Owner that amount which is 90% per kWh of Net Metering Credits (comprised of the Statewide Blended Residential Retail Rate plus Siting Adjustor) credited to Customer's account with Utility. Customer shall pay to System Owner that amount which is 100% per kWh of the Renewable Energy Certificate Incentive credited to Customer's account with Utility. For the purposes of clarity, at no time shall Customer pay more than the actual value of the Net Metering Credits allocated to Customer's account with Utility.
  - Initial Term:** 25 (Twenty-Five) years from the Commercial Operation Date
  - Utility:** Green Mountain Power Corporation
  - Net Metering Credits Contracted:** Customer shall be entitled to ≤16% of all NMCs associated with the electricity output generated by the System as described in Appendix A during the Term and as reflected in the Allocation Instructions in Appendix C and filed with the Vermont Public Utility Commission
  - Expected Commercial Operation Date:** No later than December 31, 2020
- The following documents, along with this Cover Page, shall be deemed to form the Agreement, each of which are incorporated herein by this reference as though set forth herein in their entirety:

Exhibit A	General Terms and Conditions
Appendix A	Description of Site & Layout
Appendix B	Expected System Generation & Expected NMCs Contracted
Appendix C	Allocation Instructions

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, will constitute one and the same instrument. Any counterpart may be executed by facsimile signature or any image transmitted by electronic mail (such as a pdf file) and such facsimile signature or image shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

System Owner: Weathersfield Town Garage Solar, LLC

Customer: Town of Weathersfield, VT

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**  
**General Terms and Conditions**

**ARTICLE 1      DEFINITIONS AND INTERPRETATION**

**Definitions.** The following terms, when used in the Agreement and initially capitalized, have the following meanings:

**"Agreement"** means this Solar Net Metering Credit Agreement, comprising the Cover Page and all Exhibits, Appendices and Schedules attached hereto, including these General Terms and Conditions, each as modified from time to time in accordance with the terms of this Agreement.

**"Code"** shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

**"Commercial Operation"** means that the System has been constructed in accordance with Laws applicable to the subject of this Agreement, is mechanically complete and immediately capable of generating electricity at full or substantially full capacity, and has been interconnected to the local distribution system of the Utility in accordance with the interconnection agreement and the Utility's tariffs so as to allow regular, continuous operation of the System, and qualifies as a net metering system under 30 V.S.A. § 3010, 30 V.S.A. § 248 and PUC Rule 5.103.

**"Commercial Operation Date"** means the date on which the System is ready for Commercial Operation, such date to be identified by System Owner in a notice to Customer as the Commercial Operation Date.

**"Commercial Operation Termination Option"** means Customer can, by providing 30 days advance notice to System Owner in writing, terminate this Agreement, with no termination charges, if the Commercial Operation Date is not on or before December 31, 2020 unless extended by System Owner or the result of a delay caused by the utility or a Vermont state agency. System Owner shall have the right to extend that date twice, by 6 months by notifying Customer and by paying (for each extension) a \$250 extension fee to each Customer. This notice and payment from System Owner to Customers shall be no later than 10 days following the receipt of the notice from Customer of Customers' exercise of the Commercial Operation Termination Option.

**"Cover Page"** means the first page of this Agreement.

**"Credit Rating"** means with respect to an entity, on any date of determination: (i) the lower of the ratings assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P and Moody's; or (ii) in the event the entity does not have a rating for its senior unsecured long-term debt (not supported by third party credit enhancements), the lower of the ratings assigned to the entity as an issuer by S&P and Moody's.

**"Customer"** has the meaning set forth on the Cover Page or any successor entity, together with any other member of the Group, from time to time, as the context requires. Each such Customer shall be a "Customer" under 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.103.

**"Customer Event of Default"** means an Event of Default by the Customer.

**"Customer Replacement Agreement"** means an agreement entered into by Customer after the termination of this Agreement for a System Owner Event of Default for the purchase of Net Metering Credits associated with electricity output of the System.

**"Customer Replacement Agreement Sale Price"** means the Sale Price at which of the Net Metering Credits associated with the electricity output purchased by Customer under a Customer Replacement Agreement.

**"Defaulting Party"** has the meaning set forth below.

**"Dispute"** has the meaning set forth below.

**"Effective Date"** has the meaning set forth on the Cover Page.

**"Environmental Attributes"** means the aggregate amount of credits, set-offs, payments, rights, attributes, or other benefits of all kinds associated with or arising out of or otherwise corresponding to the capacity and associated electricity, or otherwise arising due to the production of electricity by the System, and the sale, transmission and distribution of such electricity by System Owner and others (other than payments under this Agreement), ITCs, ITC Grants, and other tax deductions, credits, and incentives. Environmental Attributes shall include (i) SRECs, RECS, environmental air quality credits, off-sets or other benefits related to the generation of electricity by the System in a manner which reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any Law, and (ii) credits (other than Net Metering Credits inclusive of any credit available under 30 V.S.A. § 8010 and 30 V.S.A. § 248), off-sets, green pricing programs, renewable energy credit trading programs, or any similar program or benefits derived from the use, purchase or distribution of renewable energy from the generation of electricity from the System pursuant to any Law. Environmental Attributes shall not include any credit, allowance, entitlement, certificate, product, valuation or other benefit that inures solely to a Customer because such Customer is a municipal corporation and political subdivision of the State of Vermont.

**"Event of Default"** has the meaning set forth below.

**"Force Majeure"** means an event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include failure or interruption of the production, interruption of operation of the solar system by any third party or occurrence outside control of System Owner, delivery or acceptance of electricity due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism or threat of terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition; action of the elements; hurricane; flood; lightning; wind; drought; peril of the sea; the binding order of any governmental authority other than Customer or entity controlled by Customer; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); and unavailability of electricity from the utility grid, equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence; and failure of equipment not utilized by or under the control of a Party.

**“Group” or “Net Metering Group”** means the collection of Customers who are being allocated NMCs under this Agreement from time to time.

**“Initial Term”** has the meaning set forth on the Cover Page.

**“Insolvency Proceeding”** means any case, action or proceeding with respect to a person before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other similar arrangement in respect of its creditors generally or any substantial portion or its creditors.

**“ITC”** means the tax credit for energy property described in Section 48(a)(3) of the Code.

**“ITC Grant”** means a grant received by System Owner pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009.

**“kW”** means kilowatt.

**“kWh”** means kilowatt-hour.

**“Laws”** means any law, treaty, code, rule or regulation, or determination of, court or other governmental authority exercising executive, legislative, judicial, regulatory or administrative functions.

**“Meter”** means the meter designated to the Utility for Net Metering Credits pursuant to 30 V.S.A. § 8010, 30 V.S.A. § 248, PUC Rule 5.100, and the Utility’s Net Metering Tariffs.

**“Net Metering”** means measuring the difference between the electricity supplied to Utility customers and the electricity fed back by a net metering system during the customers’ billing period, as further described in 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.100.

**“Net Metering Credits or NMCs”** mean net metering credits as specified in the Net Metering Rules and the Utility’s Net Metering tariffs. For the avoidance of doubt one (1) NMC equals one (1) kWh of electrical output times the applicable credit amount in the Utility’s tariff, inclusive of any additional credits available under 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.100 for solar net metering systems.

**“Net Metering Credits Contracted”** means the amount of NMCs Customer is obligated to purchase from System Owner, subject to Cover Page and Appendix C.

**“Net Metering Rules”** means, collectively and as amended from time to time, the Vermont net metering statute, 30 V.S.A. § 8010, 30 V.S.A. § 248, the Public Utility Commission Rule 5.100, and the Utility’s tariffs.

**“Notice of Exercise”** has the meaning set forth below.

**“Operating Period”** means the period commencing on the Commercial Operation Date and ending on termination of this Agreement.

**“Party”** has the meaning set forth on the Cover Page.

**“Purchase Date”** has the meaning set forth below.

**“Production Meter”** means an electric meter that measures the amount of kWh produced by a net-metered generation source.

**“Renewal Term”** means an additional term for which Customer and System Owner agree to extend this Agreement prior to the end of the Initial Term. Such extension must be agreed in writing 60 days prior to termination and can be for a period of years agreed to by the Parties.

**“System Owner”** has the meaning set forth on the Cover Page or any successor entity.

**“System Owner Event of Default”** means an Event of Default by System Owner.

**“System Owner Replacement Agreement”** means an agreement entered into by System Owner after the termination of this Agreement for a Customer Event of Default for the sale of net metering credits associated with the electricity output generated by the System.

**“System Financing”** has the meaning set forth below.

**“System Lenders”** has the meaning set forth below.

**“System Owner”** has the meaning set forth below.

**“System”** has the meaning set forth on the Cover Page.

**“Taxes”** means any and all new or existing ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes or similar charges, and any increases in the same, but “Taxes” does not include income taxes or other similar taxes based on income or net revenues.

**“Term”** means the period beginning on the Effective Date and ending on the last day of the Initial Term or the last subsequent Renewal Term, subject to earlier termination pursuant to the terms hereof, as applicable.

**“Utility”** has the meaning set forth on the Cover Page.

**“Utility’s Net Metering Tariffs”** means the Utility’s net metering tariffs pursuant to 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.100.

**Interpretation.** Unless the context otherwise requires, the following general rules of construction shall apply to this Agreement: (a) terms stated in the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa; (b) the words “includes” or “including” shall mean, unless the context requires otherwise, “including with limitation”; (c) references to a Section or Exhibit shall mean a Section or Exhibit, as the case may be, of this Agreement; (d) a reference to an agreement or instrument shall be to the agreement or instrument as modified through the date on which the reference is made; (e) a reference to a Law is to the Law as amended, replaced or restated from time to time; (f) a reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and (g) a reference to Customer or System Owner shall include its respective permitted assigns and successors, unless contrary to the context.

## ARTICLE 2. DELIVERY OF ELECTRICITY & NMCs

**2.1 Delivery Obligations.** The System Owner's obligation to deliver electrical output and to thereby generate Net Metering Credits shall commence upon System Owner's written notice to Customer that the System is commercially operational and interconnected to the Utility's electric grid, as accepted by the Utility. During the Operating Period, System Owner shall deliver all of the electricity generated by the System to the System's Production Meter beyond that needed to serve its parasitic load.

**2.2 Unit Contingent Sale.** System Owner's obligation to deliver electricity to the Production Meter is expressly subject to, and contingent on, the availability of the System and the generation of electricity and Net Metering Credits by the System.

**2.3 Take or Pay and Pricing.** For each month of the Operating Period and regardless of whether Customer can use the NMCs or not, Customer shall pay to System Owner, in accordance with Article 7, an amount equal to (i) Customer's allocation of Net Metering Credits associated with the System electrical output, as reflected on the Utility invoices of Customer (or an entity controlled or managed by Customer) for the Meters listed on the schedule filed with the Vermont Public Utility Commission, with copies to the Vermont Public Service Department and the Utility pursuant to 30 V.S.A. § 8010, 30 V.S.A. § 248, and PUC Rule 5.130, times (ii) Sale Price (as defined on the Cover Page and Exhibit C). Customer acknowledges that pursuant to 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.129, any accumulated NMCs shall be used within 12 months, or shall revert to the Utility, without any compensation to Customer. System Owner shall have no responsibility, and not be required to pay or reimburse Customer, for any unused NMCs.

**2.4 Environmental Attributes.** System Owner shall have right to all Environmental Attributes including the right to transfer them to the utility in further of state goals, and Customer hereby disclaims and transfers any interest Customer may have in such Environmental Attributes to System Owner. System Owner's delivery to Customer of the Net Metering Credits associated with the electricity output produced by the System and Customer's ownership of the Net Metering Credits in respect of the electricity output produced by the System shall not entitle Customer to Environmental Attributes or any other attributes of ownership of the System, all of which shall be owned and controlled by System Owner. Customer shall take such further actions as System Owner may reasonably request to fully vest title in the Environmental Attributes to System Owner.

**2.5 Allocation Instructions.** On or before the Commercial Operation Date, System Owner shall instruct the Utility to allocate Net Metering Credits associated with the electrical output generated by the System in accordance with the Allocation Instructions in Appendix C. System Owner and Customer acknowledge that adjustments to the Allocation Instructions may become necessary or desirable from time to time due to, among other things, the addition of Meters to the Net Metering Group as set forth in Appendix C, and changes in rate schedules and electricity usage as between Customers' Meters. System Owner and Customer shall cooperate in good faith to identify the optimum allocation of Net Metering Credits associated with the electricity output generated by the System, which maximizes the net savings and benefits realized by Customers.

## ARTICLE 3 TAXES

**3.1 System Owner Obligations.** System Owner shall be responsible for all uniform capacity, state property, income, gross receipts, ad valorem or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

## ARTICLE 4 OPERATIONS

**4.1 System Operations.** System Owner shall at its sole cost and expense (i) construct, operate, insure and maintain the System in accordance with Laws, applicable manufacturers' warranties and instructions and the requirements of this Agreement; (ii) perform all repairs on the System; and (iii) provide, or arrange for the provision of, all labor, material, and other supplies for the System.

**4.2 System Development.** Subject to the terms hereof, System Owner shall at its sole cost and expense undertake commercially reasonable efforts to obtain required permits and financing for, and to construct, operate, and maintain the System in a manner such that the System qualifies as a net metering system, and arrange for interconnection of the System to the Utility's electrical grid. At no time shall Customer have any duty to construct, operate, or maintain the System, or to contribute labor, materials, or funds for such purpose, or to perform any other obligations of System Owner.

**4.3 System Performance.** System Owner shall own, operate, maintain, repair and improve the System in a manner that is consistent with industry standards in the solar voltaic electric generation industry throughout the Term of this Agreement.

## ARTICLE 5 TERM

**5.1 Initial Term.** This Agreement shall become effective on and as of the Effective Date and shall continue in effect until the end of the Initial Term, unless terminated earlier pursuant to the terms hereof.

**5.2 Change in Law or Termination of Utility's Net Metering Tariffs.** If for any reason the System ceases to qualify for Net Metering under 30 V.S.A. § 8010, 30 V.S.A. § 248, PUC Rule 5.100 or the Utility's Net Metering Tariffs or under any other provision of Law, so that Customer cannot receive Net Metering Credits associated with electricity output generated by the System as provided for hereunder, whether by reason of a change in Laws, the Utility's Net Metering Tariffs, the configuration of the System, or otherwise, then this Agreement shall automatically terminate. In the event of such termination Customer's sole liability shall be to pay for Net Metering Credits associated with the electricity output generated by the System accrued and credited to Customer prior to such termination.

## ARTICLE 6 DEFAULT AND TERMINATION

**6.1 Events of Default.** An event of default under this Agreement (an "Event of Default") shall be deemed to exist with respect to a Party (the "Defaulting Party") upon the occurrence of any one or more of the following:

**6.1.1. Payment Defaults.** If the Defaulting Party fails to pay any amount due and payable under this Agreement, other than

an amount which is subject to a valid good faith dispute, within thirty (30) days of receipt of a payment default notice given by the other Party regarding such non-payment.

**6.1.2 System Owner Defaults.** With respect to the System Owner, if the System Owner fails to maintain Public Utility Commission approval or maintain any other necessary license, permit or government approval or authorization notwithstanding any Change in Law as outlined in Section 5.2.

**6.1.3. Other Defaults Generally.** If the Defaulting Party fails to substantially perform any other material obligation under this Agreement, and does not cure such failure within sixty (60) days of the date of receipt of notice from the other Party demanding cure; provided that such sixty (60) day cure period shall be extended if and to the extent reasonably necessary to accomplish such cure, but only so long as the Defaulting Party diligently pursues such cure and continues such cure to completion, and provided that such extended period of cure shall not exceed an additional sixty (60) days and provided further that this Section shall not apply to any failure to make payments.

**6.1.4. Failure of Representations and Warranties.** If any representation or warranty of the Defaulting Party shall prove at any time to have been incorrect in any material respect when made, excluding matters outside the control of the Customer, where such representation or warranty remains material to the transactions contemplated hereby, and if the Defaulting Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) days of the date of receipt of notice from the other Party demanding cure or, if it cannot be reasonably cured within such thirty-day period, such longer period of time as is reasonably necessary to accomplish such cure, provided that the Defaulting Party diligently commences such cure in such period and continues such cure to completion, and provided that such extended period of cure shall be allowed only so long as the failure to complete such cure does not materially adversely affect the other Party.

**6.1.5. Insolvency.** If the Defaulting Party (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any Insolvency Proceeding with respect to itself, or (iv) takes any action to effectuate or authorize any of the foregoing; or in the event that (a) any involuntary Insolvency Proceeding is commenced or filed against the Defaulting Party, or a writ, judgment, warrant of attachment, execution or similar process is issued or levied against a substantial part of the Defaulting Party's properties, and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after commencement, filing or levy; (b) the Defaulting Party admits the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (c) the Defaulting Party acquiesces in this the appointment of a receiver, trustee, custodian, liquidator, mortgagee in possession (or agent therefore), or other similar person for itself or a substantial portion of its property or business.

**6.1.6 Other Agreements.** Customer will not enter into other agreements that would prevent System Owner from carrying out this Agreement or disqualify the System from the net metering program under 30 V.S.A. § 8010, 30 V.S.A. § 248 PUC Rule

5.100 or the Utility's Net Metering Tariff. Nothing herein shall limit Customer from entering into other net metering agreements with respect to additional meters not allocated hereunder. At the time that the System is capable of generating net metering credits, the Customer will direct, or will authorize System Owner's representative to direct, the utility to assign those net metering credits to Customer's electric accounts.

## **6.2 Remedies.**

**6.2.1. Generally.** Upon the occurrence and during the continuation of an Event of Default, the Party not in default shall have the right to pursue any remedy under this Agreement or now or hereafter existing under applicable Law or in equity, including an action for damages, and including termination of this Agreement upon five (5) days prior written notice to the Defaulting Party. Nothing herein, however, shall limit either Party's right to collect damages upon the occurrence of a breach or default by the other Party that does not become an Event of Default. Notwithstanding the above, both parties expressly agree that pre-termination damages shall be limited to one year's equivalent of Net Metering Credit Value (\$ USD) calculated as follows: (corresponding year's Net Metering Credit tariff x previous 12-month production (kwh)) and the only damages payable above and beyond one year's equivalent to Net Metering Credit Value as defined above, shall be the termination damages described in the sections entitled "Customer Termination Damages" and "System Owner Termination Damages".

**6.2.2. Customer Termination Damages.** If System Owner terminates this Agreement as a result of a Customer Event of Default, Customer shall be liable for the present value of an amount equal to the lost value of Customer's payment for Net Metering Credits associated with the electricity output generated by the System following such termination less the value of the sale price of Net Metering Credits associated with System electricity output, sold by System Owner in the System Owner Replacement Agreement. The discount rate to be applied to determine the present value shall be equal to the average prime rate published in the Wall Street Journal on the date of termination. For avoidance of doubt, Customer Termination Damages shall be calculated subject to pro-ration in the event termination does not occur at the end of a year in the Operating Period, subject to any adjustment to Appendix B to account for any changes between expected generation of the System, as proposed, and actual generation of the System, and subject to the discount received in the actual System Owner Replacement Agreement. Such amount shall be paid from Customer to System Owner within thirty (30) days of any such termination. The foregoing shall be the sole and exclusive remedy of the System Owner in the event of such termination. System Owner shall use commercially reasonable efforts to enter into a System Owner Replacement Agreement. If the Agreement is terminated due to a System Owner Event of Default, Customer may agree to continue in the role of Customer, so long as and to the extent that such post termination Customer status is permitted by applicable Laws and does not expose Customer to any financial liabilities.

**6.2.3. System Owner Termination Damages.** If Customer terminates this Agreement as a result of System Owner Event of Default, System Owner shall be liable for the present value (if positive) of an amount equal to the value of Net Metering Credits associated with the System electricity output that would have accrued to Customer following such termination less the value of Net Metering Credits associated with the electricity output accruing to Customer under the Customer Replacement

Agreement. The discount rate to be applied to determine the present value shall be equal to the average prime rate published in the Wall Street Journal on the date of termination. For avoidance of doubt, System Owner Termination Damages shall be calculated subject to pro-rata in the event termination does not occur at the end of a year in the Operating Period, subject to any adjustment to Appendix B to account for any changes between expected generation of the System, as proposed, and actual generation of the System, and subject to the discount received in the actual Customer Replacement Agreement. Such amount shall be paid from System Owner to Customer within thirty (30) days of any such termination. The foregoing shall be the sole and exclusive remedy of Customer in the event of such termination. Customer shall use commercially reasonable efforts to enter into a Customer Replacement Agreement.

### **6.3 Termination Prior to the Commercial Operation Date.**

**6.3.1** This Agreement shall be subject to Customer's Commercial Termination Option, as set forth in Article 1.

### **6.3.2 [RESERVED]**

**6.3.3. Transfer of Meter Account.** Promptly upon request of System Owner, Customer shall execute such documents, prepared by System Owner as are required by the Utility or required or appropriate under 30 V.S.A. § 219a 8010, 30 V.S.A. § 248 or PSB PUC Rule 5.100.

**6.3.4. Cooperation in Event of Termination.** Promptly upon the termination of this Agreement for any reason, Customer shall execute such documents, prepared by System Owner as are required by the Utility or under 30 V.S.A. § 8010, 30 V.S.A. § 248 or PUC Rule 5.100 in connection with such termination.

## **ARTICLE 7 BILLING, PAYMENT AND TAXES**

**7.1 Monthly Invoices and Payments for Net Metering Credits Associated with System Electricity Output.** Customer and System Owner will execute the necessary documents to authorize and accomplish delivery of each monthly utility bill for the Customer's accounts with Utility that will receive Net Metering Credits associated with the electricity output generated by the System. System Owner shall provide Customer with an invoice stating the amount of the credits appearing on the Utility invoices and the resulting amounts owed under this Agreement for the previous billing period pursuant to Section 2.3. Customer shall pay the amount specified in each invoice to System Owner by check no later than thirty (30) days after the date of the invoice. Nothing in this agreement shall require Customer to pay any tax, fee, or tariff as a result of this Agreement.

**7.2 Late Payment Charges.** Any amounts not paid on or before the date due hereunder shall accrue interest from the date due until the date actually paid at the prime rate of interest published on the due date for a payment under "Money Rates" in the Wall Street Journal, plus two percent (2%) per annum or such lower percentage as required by applicable Laws.

## **ARTICLE 8 FORCE MAJEURE**

**8.1 Effect of Force Majeure.** Except as otherwise expressly provided to the contrary in this Agreement, if any Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that Party shall be

excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

**8.1.1.** The Party affected by such Force Majeure, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice, fully describing the particulars of the occurrence;

**8.1.2.** The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**8.1.3.** The Party affected by such Force Majeure uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

**8.2 Payment Obligations Not Excused.** Notwithstanding anything in this Article to the contrary, no payment obligation existing as of the date of the event of Force Majeure shall be excused by such event of Force Majeure.

## **ARTICLE 9 [RESERVED]**

## **ARTICLE 10 DISPUTE RESOLUTION**

**10.1 Referral to Senior Management.** Any and all disputes arising out of or relating to this Agreement (a "Dispute") shall be resolved exclusively in accordance with this Article. The Parties agree to make a diligent, good faith attempt to resolve any such dispute through negotiation by senior management members (meaning those able to legally bind the Customer and System Owner) before either Party commences other dispute resolution measures. Either Party claiming a Dispute shall provide written notice thereof to the other Party setting forth the details of the Dispute. Any Dispute that is not settled to the mutual satisfaction of the Parties within 60 days shall be subject to mediation between the Parties conducted in Montpelier, Vermont, or such other location mutually agreeable to the Parties. The Party initiating the mediation (the "Submitting Party") shall submit such Dispute to mediation by providing a written demand for mediation to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the demand. The mediator selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their affiliates. The Dispute will be assigned to a single neutral mediator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party.

The provisions of this Section shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

**10.2 Continuation of Performance.** During the conduct of dispute resolution procedures, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in this Section shall be construed to prevent System Owner from suspending performance in the

event that Customer has not paid undisputed amounts due and owing to System Owner under this Agreement.

**10.3 Effect of Termination.** No termination of this Agreement following an Event of Default shall relieve the Defaulting Party of its liability and obligations hereunder, and the non-Defaulting Party may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement.

## **ARTICLE 11 COMPLIANCE WITH LAWS**

Both Parties shall comply with all applicable Laws as they relate to this Agreement and the performance by the Parties hereunder.

## **ARTICLE 12 ASSIGNMENT**

**12.1 Generally.** Subject to the Section entitled "Permitted Assignments", this Agreement may not be assigned by either Party without the other Party's written consent, not to be unreasonably withheld.

**12.2 Permitted Assignments.** Notwithstanding the Section immediately above, System Owner may, without Customer's consent, but with written notice to Customer, collaterally assign this Agreement as security to the System Lenders or a System Buyer in accordance with ARTICLE 13, or to an affiliate of System Owner ("Affiliate"), which term shall mean a person or entity that, directly or indirectly, controls or is controlled by or is under common control with System Owner, and for such purposes the word "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of System Owner, whether through the ownership of voting securities or by contract or otherwise; provided, however, that any such assignment of this Agreement by System Owner shall not release System Owner from its liabilities under this Agreement.

Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of such Party, provided that the entity has a Credit Rating equal to or greater than the Credit Rating of the Party, and provided further that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder, and provided further that the assignee has the demonstrated ability, to the satisfaction of the non-assigning party, to perform this Agreement. Customer shall otherwise not assign this Agreement without System Owner's prior written consent.

**12.3 Continued Effectiveness; Assignments in Violation.** Subject to the forgoing prohibitions against assignment, the agreements, covenants, conditions and provisions contained in this Agreement bind, apply to and inure to the benefit of the Parties and their permitted heirs, successors and assigns. Any assignment in violation of this ARTICLE 12 shall be void and of no effect.

## **ARTICLE 13 SYSTEM FINANCING**

**13.1 System Owner, System Lenders and Financing.** The Parties acknowledge that System Owner may obtain

construction and long-term financing or other credit support from lenders or other third parties (the "System Lenders") in connection with the development and ownership of the System (the "System Financing"), which financing may include the sale of the System to a third party (the "System Buyer"). Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the System Lenders in order to support the System Financing. The Customer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. The Parties also agree that, in accordance with this Section 13.1, System Owner may assign this Agreement to the System Lenders as collateral to support the System and System Owner's obligations to the System Lenders, as applicable. In connection with any such assignment, Customer agrees to enter into an agreement directly with the System Buyer and/or the System Lenders under which Customer shall consent to such assignment and will agree to other provisions customary and reasonable in the solar photovoltaic electric generation industry for the benefit of the System Buyer and/or the System Lenders (including provisions under which the System Owner and/or the System Lenders or their designees (i) may assume the rights of System Owner under this Agreement; (ii) shall be entitled to receive copies of certain notices hereunder that Customer might provide to System Owner; and (iii) shall have extended cure periods (up to 20 additional days maximum) to cure any defaults by System Owner hereunder. In no event shall such assignment alter the Customer's fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date.

**13.2 Mutual Cooperation.** Customer will execute any document prepared by the System Owner that is reasonably requested by System Owner that is routinely required by lenders, utilities, or other entities involved in the development and financing of solar photovoltaic electric generation systems. These documents may include, but are not limited to, construction financing consent forms, permanent financing consent forms, and any amendments reasonably required by System Lenders or due to changes in Laws. The Customer will not be required to execute any document that would alter the fundamental risk / benefit allocation reflected in this Agreement as of the Effective Date. System Owner shall be responsible for, in accordance with the terms of this Agreement, carrying out its duties under and pursuant to 30 V.S.A. § 8010, 30 V.S.A. § 248 and PUC Rule 5.100.

## **ARTICLE 14 LIMITATIONS OF LIABILITY**

**14.1 No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, EXCEPT TO THE EXTENT THE DAMAGES IN SECTION 6.2.1 MAY BE SO CONSIDERED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS, REVENUE, USE, DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

**14.2 Parties' Intent.** IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, AND IRRESPECTIVE OF WHETHER ANY CLAIM HEREUNDER OR RELATING HERETO IS IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE.

**14.3 Indemnification.** In addition to, and not in limitation of, any other rights and remedies available to Customer, System Owner shall indemnify Customer against (i) any third party claims against Customer arising from any breach by System Owner of any representation, warranty or covenant contained in this Agreement or the interconnection agreement with the Utility and (ii) all claims against Customer that may arise in connection with Customer acting as the Customer of the System under the Net Metering Rules, except in each case to the extent arising from Customer's breach of any representation, warranty or covenant expressly set forth in this Agreement.

## ARTICLE 15 REPRESENTATIONS AND WARRANTIES

**15.1 General.** Each Party represents and warrants to the other the following:

**15.1.1.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate action, and do not and will not violate any Law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms.

**15.1.2.** Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all Laws that relate to this Agreement in all material respects.

**15.1.3.** Other Agreements. Neither the execution and delivery of this Agreement by the Party, nor the performance by such Party of any of its obligations under this Agreement, shall conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which such Party is a party or by which such Party or its assets may be bound.

## ARTICLE 16 MISCELLANEOUS

### 16.1 Notices.

**16.1.1.** Any notice, invoice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be served personally, by reputable express courier service, by first class mail or by e-mail followed with confirmation delivery of hard copy, in each case to the other Party at the address set forth on the Cover Page. All notices shall be effective upon receipt.

**16.1.2.** Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one address

to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

**16.2 Consents.** Any consent that is provided for pursuant to this Agreement shall not be unreasonably withheld or delayed.

**16.3 Headings.** The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

**16.4 Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Vermont, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Vermont. The parties further agree that the venue for any action shall be located in Windsor County, Vermont.

**16.5 Integration.** This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

**16.6 Relationship of Parties.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party and none shall be considered the agent of the other.

**16.7 No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of Customer and System Owner, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

**16.8 Amendments; Waivers.** This Agreement may be modified only by a writing that is signed by both Parties. Any waiver of the provisions of this Agreement must be in writing and will not be implied by any usage of trade, course of dealing or course of performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy by Customer or System Owner constitutes a waiver of any other right or remedy contained or provided by Laws. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

**16.9 Construction of Agreement.** This Agreement is to be construed so as to effectuate the agreements and representations of Customer and System Owner as expressed herein. No provision of this Agreement shall be construed or interpreted for or against either Party because such Party drafted, or caused its legal representative to draft, the provision. The Agreement shall be subject to all applicable Laws.

**16.10 Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable Laws, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Laws and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

**16.11 Further Actions.** Each Party shall take all necessary acts and make, execute, and deliver such written instruments as may from time to time be reasonably required to carry out the terms of this Agreement. Customer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially or unreasonably increase Customer's risk or obligations under the Agreement, or result in the waiver of any of Customer's rights or remedies under the Agreement or at law or in equity, or require Customer to give an opinion or make a statement of fact of which Customer does not have actual knowledge.

**16.12 Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any governmental agency in a manner contrary to this Agreement. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If System Owner is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests and attempts to ensure that System Owner does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, System Owner shall have the right to terminate this Agreement.

**16.13 Survival.** The provisions of Section 7.2 and ARTICLE 6, ARTICLE 10, and ARTICLE 14 shall survive termination of this Agreement.

**16.14 Project Development Performance Standard.** Subject to an extension of the Expected Commercial Operation Date pursuant to Section 8.1, System Owner shall make diligent, good faith efforts to cause the System to achieve Commercial Operation on or before the Expected Commercial Operation Date.

**16.15 Change in Law.** System Owner is responsible for all risk associated with changes in Laws related to Net Metering Credits during the Term of this Agreement.

**16.16 Reservation of Rights.** Customer does not waive any of the rights, remedies, defenses and immunities afforded Customer, as a municipality, all of which rights, remedies, defenses and immunities Customer hereby reserves.

**16.17 Records and Audits.** System Owner shall maintain operating and maintenance records for the System, subject to the retention requirements hereof, Each Party will keep, for a period of not less than two (2) years, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost

and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours. Before discarding any records, System Owner shall notify Customer of its intent to do so no later than ninety (90) days before discarding, and Customer may, if it chooses, elect to make copies of any such records at Customer's cost.

**APPENDIX A**  
**Description of Site and System Layout**

Appendix A will be amended and finalized at Commercial Operation Date  
as may be necessary to reflect any System modifications made during construction or installation

[include array schematic/site plan]

**APPENDIX B**

**Expected System Generation**

Appendix B will be finalized at Commercial Operation Date.

## APPENDIX C

### ALLOCATION INSTRUCTIONS

The generation will be allocated to the following Group Members according to the percentages in the following table. Each group member will determine the meters to which the allocated net metered credits will be applied. The percentages provided below are estimates and will be updated if necessary based on the production estimates in Appendix B available at the time of commercial operation.

<b>Group Member Name</b>	<b>Meter Number</b>	<b>Percentage</b>
258 Sunset	6189360	TBD
Martin	6083900	TBD
Route 5 Pump	6060899	TBD
Highway	6122982	TBD
Ascutney Fire Dept	6055591	TBD
Library	6191174	TBD
Fire 2	6087828	TBD
Solid Waste	6068745	TBD
Perkinsville	6183109	TBD
Antenna	6094366	TBD
Fire Pump	6037812	TBD

This is the allocation only as of the signing of this Agreement.

- (a) During the Term of this Agreement, System Owner shall not add or remove any Meter without the relevant Customer's consent, except upon the occurrence of a Customer Event of Default or upon the termination or expiration of this Agreement.
- (b) System Owner shall not reduce the percentage for an existing Customer, except by prior written consent or otherwise in accordance with the terms of this Agreement. However, if and when other Customers join and/or leave the Group, designated meters may rise in priority or other meters may be designated below them in priority, without notice or approval being required or given.
- (c) In the event that System Owner determines in good faith that modifying the allocations set forth in this Appendix C and/or the Meters included in the Group pursuant to this Appendix C, would be more beneficial to all Customers and to the System Owner, the Parties agree to negotiate in good faith to revise this Agreement so as to maximize the benefits derived by both System Owner and the Customers hereunder, in accordance with the Parties' original intention.
- (d) For the avoidance of doubt, System Owner has complete discretion under this Agreement to add additional Meters to the Group so as to avoid generating more Net Metering Credits than are able to be taken up in any 12-month period.
- (e) System Owner's obligations shall be limited to the allocation of group Net Metering Credits as described above. It shall not be obligated to provide any credits, electricity or payments to a Customer if the System does not produce sufficient electricity to achieve a Group Net Metering Credit for any Consumption Meter during any month.

**EXHIBIT E**  
**Vehicle Access**

Exhibit "E"

**Sven Fedorow**

---

**From:** Martha Staskus <staskus@norwichsolar.com>  
**Sent:** Thursday, October 31, 2019 10:16 AM  
**To:** Sven Fedorow  
**Cc:** Kevin Davis; Troy McBride  
**Subject:** Re: Weathersfield Highway Garage Solar

Hi Sven,

Thank you for your email.

With respect to the follow up visit Monday, 10/28 at the Town Garage, as representing the Weathersfield Town Garage solar project, I can make the assurance that adequate ongoing access for town vehicles or delivery trucks, in particular in the area of salt/sand delivery trucks, will be maintained in the area immediately west of the sand pile throughout the life of the project. At the time of installation and for the life of the project, the area of the parking immediately west of the array location will also be maintained accessible. In the event a fence is installed, it would be located west of the parking area, along the current tree line and not in the area of the tracker trailer sand delivery location.

As the project review continues through the PUC process, and once all parties questions/concerns are addressed, a revised site plan documenting these changes will be submitted to the PUC and VT DEC stormwater permitting program.

Regards, Martha

---

Troy McBride for  
Weathersfield Town Garage Solar, LLC

---

Sven Fedorow for  
Town of Weathersfield

**RIDER TO LEASE OPTION AND SOLAR SITE LEASE AGREEMENT**

R1. In the event of any inconsistency between the provisions of this Rider and those contained in the Lease Option Agreement and Solar Site Lease Agreement entered into between the **Town of Weathersfield** (hereinafter the "Town") and **Weathersfield Transfer Station Solar, LLC** (together hereinafter referred to as the "Transfer Station Contract"), or any inconsistency between the provisions of this Rider and those contained in the Lease Option Agreement and Solar Site Lease Agreement entered into between the **Town** and **Weathersfield Town Garage Solar, LLC** (together hereinafter referred to as the "Town Garage Contract"), to both of which this Rider is annexed, the provisions of this Rider shall govern and be binding. Weathersfield Transfer Station Solar, LLC and Weathersfield Town Garage Solar, LLC are hereinafter together referred to as the "System Owners" and each individually as a "System Owner".

R2. With respect to the Solar Net Metering Credit Agreement (hereinafter the "Net Metering Agreement") between the Town and the System Owners attached to the Transfer Station Contract and to the Town Garage Contract as "Exhibit D" in each respective contract, any allocations to Town meters identified as Group Members described in Appendix D of the Net Metering Agreement may be made by either Weathersfield Transfer Station Solar, LLC or Weathersfield Town Garage Solar, LLC, subject to the following condition:

(a) To the greatest extent practicable, 50% of allocations of Net Metering Credits under the Net Metering Agreement are to come from Weathersfield Transfer Station Solar, LLC, and the remaining 50% of allocations under the Net Metering Agreement are to come from Weathersfield Town Garage Solar, LLC.

R3. This Rider is binding on any assignee of Weathersfield Transfer Station Solar, LLC and/or Weathersfield Town Garage Solar, LLC.

Dated: ~~October~~ <sup>November</sup> \_\_\_\_\_, 2019

**TOWN OF WEATHERSFIELD**

**WEATHERSFIELD TRANSFER STATION SOLAR, LLC**



\_\_\_\_\_  
18 November 2019  
By: Sven Fedorow, Interim Town Manager

\_\_\_\_\_  
By: \_\_\_\_\_, Member

**WEATHERSFIELD TOWN GARAGE SOLAR, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_, Member

**AFFIDAVIT OF LIMITED LIABILITY COMPANY ORGANIZATIONAL STATUS**

The undersigned, Troy McBride, affirms under the pains and penalties of perjury that:

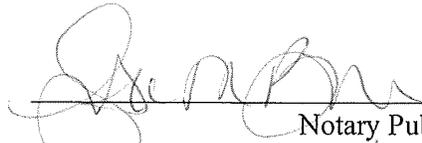
- (1) The undersigned is the sole member of **Weathersfield Town Garage Solar LLC**, an active Limited Liability Company duly organized and operated under the laws of the State of Vermont (hereinafter "LLC"), and;
- (2) The undersigned is authorized to enter into this contract on behalf of the LLC.

Dated at White River, County of Windsor and State of Vermont, this 25 day of November, 2019.

  
\_\_\_\_\_  
Troy McBride

Subscribed and sworn to before me this 25 day of November, 2019.

Notary Public State of Vermont  
Lisa M Baker  
Commission \* No. 157.0009147 \*  
My Commission Expires Jan. 31, 2021

  
\_\_\_\_\_  
Notary Public  
My commission expires: 1/31/21

**ATTACHMENT B**  
**[PUC ORDER LIFTING STAY AND ADOPTING REVISED**  
**SCHEDULE]**

STATE OF VERMONT  
PUBLIC UTILITY COMMISSION

Case No. 19-2616-NMP

Petition of Weathersfield Town Garage Solar LLC for a certificate of public good, pursuant to 30 V.S.A. §§ 248 and 8010, authorizing the installation and operation of a 500 kW (AC) solar electric generation system in Weathersfield, Vermont	
---	--

Order entered: 04/21/2020

**ORDER LIFTING STAY AND ADOPTING REVISED SCHEDULE**

This proceeding concerns an application filed on June 28, 2019, by Weathersfield Town Garage Solar, LLC (“Applicant”) with the Vermont Public Utility Commission for a certificate of public good to construct and operate a 500 kW solar group net-metering system in Weathersfield, Vermont.

On January 15, 2020, I issued a scheduling order for this proceeding.

On March 18, 2020, the Applicant filed a motion for an extension to the deadline for the second round of discovery and a stay for the remainder of the proceeding pending the submittal of a revised schedule by the parties.

On March 19, 2020, I issued an order extending the schedule for the second round of discovery and staying the remainder of the proceeding until the parties submitted a revised schedule.

On April 17, 2020, the Applicant filed a revised schedule and a request to lift the stay. The Applicant represents that ANR and the Department of Public Service have agreed to the proposed revised schedule.

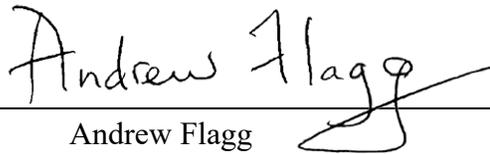
Accordingly, I lift the stay of the proceeding and adopt the schedule below for the remainder of the proceeding:

May 27, 2020	ANR’s Prefiled Testimony and Exhibits Due
June 1, 2020	Applicant’s First Set of Discovery on ANR Due

July 2, 2020	ANR's Response to Applicant's First Set of Discovery Due
July 14, 2020	Applicant's Second Set of Discovery on ANR Due
August 13, 2020	ANR's Response to Applicant's Second Set of Discovery Due
September 13, 2020	Applicant's Rebuttal Due
October 1, 2020	ANR's Surrebuttal Due
October 21, 22, 28, or 29, 2020	Evidentiary Hearing (if necessary)

**SO ORDERED.**

Dated at Montpelier, Vermont, this 21st day of April, 2020.



Andrew Flagg  
Hearing Officer

OFFICE OF THE CLERK

Filed: April 21, 2020

Attest:   
Deputy Clerk of the Commission

*Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: [puc.clerk@vermont.gov](mailto:puc.clerk@vermont.gov))*

PUC Case No. 19-2616-NMP - SERVICE LIST

Parties:

Kevin Anderson (for Vermont Agency of Natural Resources)  
Vermont Agency of Natural Resources  
1 National Life Drive  
Davis 2  
Montpelier, VT 05620-3901  
Kevin.Anderson@vermont.gov

Wayne Beliveau, *pro se*  
571 Stoughton Pond Rd.  
Perkinsville, VT 05151  
vt.multi-craft@comcast.net

Donald J. Einhorn, Esq. (for Vermont Agency of Natural Resources)  
Vermont Agency of Natural Resources  
1 National Life Drive, Davis 2  
Montpelier, VT 05602-3901  
donald.einhorn@vermont.gov

Kimberly K. Hayden, Esq. (for Weathersfield Town Garage Solar LLC)  
Paul Frank + Collins PC  
One Church Street 05402  
P.O. Box 1307  
Burlington, VT 05401  
khayden@pfclaw.com

Alexander Wing (for Vermont Department of Public Service)  
Vermont Department of Public Service  
112 State Street  
Montpelier, VT 05620  
alexander.wing@vermont.gov

ATTACHEMENT C  
[PREVIOUS PLAN]



**Weathersfield Town Garage Solar Project**  
 483 Stoughton Pond Road  
 Perkinsville, Vermont



**Legend**

- Elevation Profile Section Lines
- Proposed Solar Array
- Proposed Perimeter Fence
- Proposed Temporary Construction Staging Area
- Point of Interconnection
- Interconnection Recloser
- AC Disconnect Pedestal
- AC Combiner Pad
- Proposed Underground Power
- Proposed Overhead Power
- Limit of Disturbance and Limit of Earth Disturbance
- Existing Overhead Power
- Vegetative Clearing Area
- Presumed Class II Wetlands, AE
- 50 ft Class II Wetland Buffer, AE
- Proposed Class III Wetland, AE
- Approximate Location of Private Well
- 25 ft Well Access Easement
- Primary Agricultural Soils, VCGI
- VHD Streams, VCGI
- 100 Year Floodplain, VCGI
- River Corridors, VCGI
- Deer Wintering Areas, VCGI
- Road Centerlines, VCGI
- Approximate Property Lines, VCGI
- 50 ft Property Setback
- 5 ft Elevation Contours
- 1 ft Elevation Contours

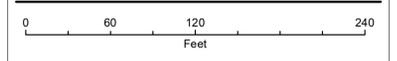
- Notes:**
1. Array sizing for 500 kW AC.
  2. Aspects of this plan are approximate and from aerial imagery.
  3. The horizontal coordinate system is NAD83 Vermont State Plane 4400 (Meters).
  4. Elevations are based on NAVD88 (Feet).
  5. Publicly available data are provided by the Vermont Center for Geographic Information (VCGI).
  6. Existing elevation contour lines are based on 2016 LIDAR from VCGI.
  7. The design shown is for the purposes of permitting.

**Setback Distances**

Point of Interest	Distance from Nearest Project Related Structure
Northern Property Line	+/- 95 ft
Eastern Property Line	+/- 775 ft
Southern Property Line	50 ft
Western Property Line	+/- 70 ft
Nearest Residence	+/- 275 ft
Edge of Nearest Travelled Way	+/- 260 ft

**Earth Disturbance Calculations**

Area Description	S.F.	ACRES
<b>Impervious Surfaces</b>		
Existing Impervious Surfaces	284,000	
Proposed Impervious Surfaces	306	
<b>Total Impervious Surfaces</b>	<b>284,306</b>	<b>6.53</b>
<b>Earth Disturbances</b>		
Trenching for Underground Power	1,418	
Utility Poles, Racking and Fence Posts	306	
Earth Disturbances	1,724	0.04
<b>Prime Agricultural Soils (PAS)</b>		
Total PAS in Project Area	0	
Total Disturbed PAS	0	0
<b>Total Proposed Vegetative Clearing</b>	<b>163,870</b>	<b>3.76</b>
<b>Total Project Limit of Disturbance and Limit of Earth Disturbance</b>	<b>234,960</b>	<b>5.39</b>



1 inch = 60 feet  
 Valid only when plotted on 24" by 36" media

ATTACHMENT D

[NEW PLAN]

**Weathersfield Town Garage  
Solar Project**  
483 Stoughton Pond Road  
Perkinsville, Vermont



**Legend**

- Proposed Solar Array
- Proposed Perimeter Fence
- Proposed Temporary Staging Area
- Interconnection Recloser
- Point of Interconnection
- AC Disconnect Pedestal
- AC Combiner Pad
- Proposed Overhead Power
- Proposed Underground Power
- Limit of Disturbance and Limit of Earth Disturbance
- Existing Overhead Power
- Vegetative Clearing Area
- Presumed Class II Wetlands, AE
- 50 ft Class II Wetland Buffer, AE
- Proposed Class III Wetland, AE
- Potential Roost Trees (PRT), Stantec
- 100 ft PRT Buffer
- Approximate Location of Private Well
- 25 ft Well Access Easement
- Primary Agricultural Soils, VCGI
- VHD Streams, VCGI
- 100 Year Floodplain, VCGI
- Deer Wintering Areas, VCGI
- River Corridors, VCGI
- Road Centerlines, VCGI
- Approximate Property Lines, VCGI
- 50 ft Property Setback
- 5 ft Elevation Contours
- 1 ft Elevation Contours



# DRAFT

- Notes:**
1. Array sizing for 500 kW AC.
  2. Aspects of this plan are approximate and from aerial imagery.
  3. The horizontal coordinate system is NAD83 Vermont State Plane 4400 (Meters).
  4. Elevations are based on NAVD88 (Feet)
  5. Publicly available data are provided by the Vermont Center for Geographic Information (VCGI).
  6. Existing elevation contour lines are based on 2016 LIDAR from VCGI.
  7. The design shown is for the purposes of permitting.

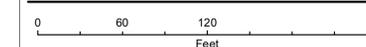
**Setback Distances**

Point of Interest	Distance from Nearest Project Related Structure
Northern Property Line	+/- 110 ft
Eastern Property Line	+/- 815 ft
Southern Property Line	+/- 75 ft
Western Property Line	+/- 65 ft
Nearest Residence	+/- 260 ft
Edge of Nearest Travelled Way	+/- 110 ft

**Impact Area Calculations**

Category	Acres
IMPERVIOUS SURFACE POST CONSTRUCTION Existing Access Drive, Proposed Access Drive and Misc. project equipment	+/- 0.2
LIMIT OF DISTURBANCE (LOD) According to Vermont DEC, all areas of the solar site have the potential for ground disturbance under the stormwater permit due to driving vehicles or other activities during construction. The project will limit the disturbance to the extent practical. For the State construction stormwater discharge permit we will consider the entire site disturbed.	+/- 5.8
TOTAL DISTURBED PRIME AG SOILS Trenching for Underground Power	+/- 0.0

**Note:** Prime AG soils for conduit trenching will be excavated and backfilled in the same soil layers, and will not require soil storage stockpiles.



1 inch = 60 feet  
Valid only when plotted on 24" by 36" media

Prepared for: Norwich Solar Technologies  
Prepared on: 6/26/19 RD  
Revised on: 5/13/2020 RD





# TOWN OF WEATHERSFIELD

OFFICE OF THE TOWN MANAGER

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

PHONE: 802-230-6262

FAX: 802-674-2117

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 8, 2020  
Re: Intersection Rt 5 and Thrasher Road

---

Our office has received numerous complaints regarding the intersection of Route 5 & Thrasher Road.

1. Public Safety Concern
  - a. The line of site is limited (See Attachment A & B). Turning left (blind) has the potential to cause a broadside collision.
2. State Property
  - a. The property that is causing the line of site limitation is owned by the State.
3. Recommendations:
  - a. Discuss proposed remedies.
  - b. Write a letter to the State with our recommendations. Vote to Accept & Sign the Letter.

ATTACHMENT A

[PIC 1]

THRASHER



**ATTACHMENT B**

**[PIC 2]**





## TOWN OF WEATHERSFIELD

PHONE: 802-230-6262

OFFICE OF THE TOWN MANAGER

FAX: 802-674-2117

5259 ROUTE 5 | PO BOX 550, ASCUTNEY, VT, 05030

To: Weathersfield Selectboard  
Cc: Weathersfield Residents  
From: Town Manager  
Date: September 8, 2020  
Re: Recreation Commission Appointment

---

### INTRODUCTION

On July 20, 2020 Mr. Chris Whidden, Esq. was on the Agenda for an Appointment to the Parks & Recreation Commission. The Selectboard voted unanimously in favor to appoint this gentleman to the Commission. After the appointment was made Lynn Esty challenged the appointment on the grounds that Mr. Whidden is not a Town resident. A motion was made by Paul Tillman to rescind the motion to appoint Mr. Whidden, which was voted unanimously in favor.

### FINDINGS

No Language has been found that excludes Chris Whidden from his appointment to the Weathersfield Parks and Recreation Commission. Vermont Statutes & Weathersfield Policies were reviewed thoroughly during this review process.

According to Chris Whidden, “State statute mentions that P+R “should” be residents...not “shall.” Therefore, it is advisory language only and should not preempt my membership on the now non-existent committee. So, I do not know where this rule came up. Furthermore, if the person cited this rule as a reason for barring my participation, they should have the burden of proof, not me. In other words, I still want the appointment and if the objector has a strong objection to it, then the objector should be the one to produce the evidence to support the objection. I should not have to disprove the objectors reasoning until after the objector presents the policy, bylaw or statute.”

**Recommendation: Appoint Chris Whidden, Esq, to the Weathersfield Parks & Recreation Commission.**

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

Select Board  
Martin Memorial Hall  
5259 Route 5, Ascutney VT  
Monday, July 20, 2020  
7:00 PM  
REGULAR MEETING

MINUTES

Select Board Members Present: N. John Arrison  
David Fuller  
Joseph Jarvis  
Paul Tillman  
Michael Todd

Select Board Members Absent:

Brandon Gulnick, Town Manager

Others Present:

Ray Stapleton	Juergen Berthold		
Chris Whidden	Bette Jo Esty		
Richard Musbach			

**1. Call to Order**

Mr. Fuller called the meeting to order at 7:02 PM.

This meeting was closed to the public in accordance with the orders of the Governor and the CDC guidelines. Public participation was facilitated via the GoTo Meeting video-conferencing platform and conference calling. The number for people to join or call in to the meeting was published on the meeting agenda and on the Town's website. Mr. Gulnick monitored the calls and the video-platform while Mr. Fuller ran the meeting. The meeting was broadcast live on SAPA TV.

**2. Comments from Select Board and Town Manager and Citizens on Topics not on the Agenda**

There were no comments from the Board.

Mr. Gulnick said there were several grant opportunities that both he and Chris Whidden would be pursuing including a Local Government Expense Reimbursement Grant (approximately \$13 million from the State to reimburse towns for COVID-19 expenses); a Digitization of Land Records Grant (\$2 million available for digitization of land

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

records); a waiver on loan payments through the DEC until May 1<sup>st</sup>, 2021 and several others.

Mr. Fuller asked for an executive session to be added to the end of this meeting's agenda for a 6-month review of Mr. Gulnick's performance.

Comments from Citizens: Lynn Esty said the listers had filed the Grand List on June 29<sup>th</sup>. She thanked the Board for the time extension.

### **3. Review minutes from previous meetings – July 6, 2020**

#### **Additions/corrections/deletions:**

a. None

**Motion:** To approve

**Made by:** Mr. Todd **Second:** Mr. Jarvis

**Vote:** 1 abstention, 4 in favor

### **4. Reminder – August 3, 2020 Public Hearing - 7:00 PM**

Mr. Fuller stated there would be a public hearing on amendments to the zoning bylaws brought by petition.

### **5. Consider a Vote to Sign Transfer Station Report**

Mr. Gulnick said he had made the changes as discussed at the previous meeting.

**Motion:** To accept and sign the transfer station report dated July 20, 2020 as written

**Made by:** Mr. Todd **Second:** Mr. Arrison

A request was made to include the FY21 budget as an addendum to the report. Mr. Todd agreed to add this to his motion. Mr. Arrison agreed to second it.

**Vote:** All in favor

### **6. Discussion – letter sent on Town letterhead regarding Fire District #2**

A notice of meter inspection had been sent to the customers of the Fire District on Town letterhead. The notice also informed customers that the administrative tasks of the district were being merged with the Town. This led to some confusion about the Town absorbing the Fire District, which was not the intended message. Mr. Gulnick made it clear that the Town and the Fire District are two separate identities. He has since created a letterhead for the District.

The Prudential committee voted to change the name to Ascutney Water District. Separate water district email addresses have been created to keep water district business separate from Town business.

Mr. Arrison clarified that the Town was taking over management only – not debt service.

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

The Town will be reimbursed from the water district for management expenses.

### **7. Set a public hearing time/date for the VCDP Grant**

A public hearing is needed to close out the grant for the 1879 Perkinsville Schoolhouse ramp project.

**Motion:** To set the date of August 17<sup>th</sup> at 7PM at Martin Memorial Hall for the hearing to close out the VCDP grant

**Made by:** Mr. Arrison      **Second:** Mr. Todd

**Vote:** All in favor

### **8. Discussion – Proposed FY21 Tax Rate**

Due to COVID-19 related delays in setting the tax rate, the Board was asked to adopt the following schedule:

- August 3, 2020 – Set FY21 tax rate
- August 6, 2020 – mail tax bills
- September 16, 2020 – first quarterly installment

The total tax amount would still be divided into four payments.

### **9. Consider a vote to approve the amended COVID-19 Phased Reopening Plan**

**Motion:** To accept the amended COVID-19 phased reopening plan

**Made by:** Mr. Arrison      **Second:** Mr. Jarvis

Mr. Gulnick said that the Town Office employees voted to make mask-wearing mandatory for anyone in the Town Office. Several letters from Town Office employees calling for the mask mandate were shared with the Board. Mr. Gulnick asked the Board to include the mandate in the motion to accept the amended plan.

Mr. Fuller said he endorsed the mandate as emergency management coordinator. After discussion, the motion was not changed.

**Vote:** All in favor

### **10. Discussion – Noise Ordinance and Enforcement**

Land Use Administrator asked the Board to authorize the purchase of a decibel meter with which to administer and enforce the noise standards in the zoning bylaws. The Town used to own one, but no one can find it.

Richard Musbach, resident on Route 131, recounted his ongoing challenge with his noisy neighbor.

The pros and cons of using a meter, the need to ensure its accuracy and the competence of its operator were discussed at length.

# TOWN OF WEATHERSFIELD, VERMONT

## SELECT BOARD

The Town has noise standards in its zoning bylaws and a stand-alone noise ordinance as well.

**Motion:** To allow \$800 to purchase a sound meter preferably with digital recording ability in the event that the Town Manager is unable to locate the one we allegedly have

**Made by:** Mr. Todd      **Second:** Mr. Tillman

**Vote:** 2 in favor; 3 opposed - motion fails

Mr. Gulnick was asked to provide the Board with a copy of the noise ordinance and to continue searching for the elusive sound meter. The discussion is to be continued at the next meeting.

### 11. Discussion – Employment of a Town Assessor

Former Town Manager Ed Morris had first broached the idea of replacing elected listers with an appointed assessor position. The idea was raised once again. Mr. Fuller polled the Board as to whether they felt Mr. Gulnick should continue to research this position or not.

Mr. Todd – yes, continue researching;

Mr. Jarvis – how will the town benefit from this change? don't fix what isn't broken; we have bigger fish to fry;

Mr. Fuller – wants Mr. Gulnick to find out what the listers want to do; what's their current work schedule;

Mr. Arrison – not a priority; don't spend a lot of time on it.

### 12. Discussion – Bylaw Definitions

There was confusion about whether a hearing is required to change definitions in the zoning bylaws. There was also confusion about what definitions were to be changed. The matter was sent back to the Planning Commission for clarification.

### 13. Update – Tandem Axle Dump Truck Bid Opening

The Board reviewed and discussed the bids that had been received.

**Motion:** To approve the purchase of the truck from Reed for \$198,020 complete which includes the \$8500 for the trade-in

**Made by:** Mr. Arrison      **Second:** Mr. Jarvis

Mr. Arrison asked that the 7-year warranty be provided in writing.

**Vote:** All in favor

### 14. Consider a vote to approve the amended motor grader RFB as written

A list of changes to the RFB package were provided to the Board for review. The amended RFB calls for a pre-bid conference at which minutes are taken and are posted as an addendum to the bid package. It was agreed to strike the penalty for late delivery under the general specifications section.

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

**Motion:** To let the amended RFB go out for the road grader with the changes noted on 7/20/2020 plus striking of the penalty for late delivery

**Made by:** Mr. Arrison      **Second:** Mr. Jarvis

**Vote:** All in favor

**15. Third reading:**

- a. **Conflict of Interest & Ethical Conduct Policy (Draft)**
- b. **Fraud Prevention Policy (Draft)**
- c. **Investment & Banking Policy (Draft)**
- d. **Capitalization of Assets Policy (Draft)**

No changes were made to any of these policies. This is the third and final reading.

**Motion:** To accept the Conflict of Interest and Ethical Conduct Policy, the Fraud Prevention Policy, the Investment and Banking Policy, and the Capitalization of Assets Policy

**Made by:** Mr. Todd      **Second:** Mr. Arrison

**Vote:** All in favor

**16. Appointments**

- a. **Parks and Recreation Commission – Chris Whidden**

**Motion:** To appoint Chris Whidden to the Parks and Recreation Commission

**Made by:** Mr. Tillman      **Second:** Mr. Todd

**Vote:** All in favor

Lynn Esty challenged the appointment on the grounds that Mr. Whidden is not a town resident.

**Motion:** To rescind the motion to appoint Mr. Whidden

**Made by:** Mr. Tillman      **Second:** Mr. Todd.

**Vote:** All in favor

The residency requirement will be researched.

**17. Approve Warrants**

**Motion:** To approve the warrants for 7/20/2020 as follow:

General Funds	Operating Expenses	\$26,734.71
	Payroll	\$15,375.20
Highway Fund	Operating Expenses	\$6,410.96
	Payroll	\$9,118.90

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

Solid Waste Management Fund		
	Operating Expenses	\$4,272.94
	Payroll	\$1,704.48
Library		
	Operating Expenses	\$0.00
	Payroll	\$1,907.60
Grants		
	Operating Expenses	\$8,118.51
Special Revenue		
	Operating Expenses	\$0.00
Reserves		
		\$0.00
Long Term Debt		
		\$0.00
Grand Totals		
	Operating Expenses	\$45,537.12
	Payroll	\$28,106.18

**Made by:** Mr. Arrison    **Second:** Mr. Todd

**Vote:** All in favor

**18. Any Other Business**

Mr. Stapleton said DPW will be replacing culverts on Cady Hill and Perkins Hill Roads. The roads will be closed at times.

**19. Executive session for personnel**

**Motion:** To enter executive session for personnel to conduct a 6-month review of Mr. Gulnick's performance as Town Manager

**Made by:** Mr. Tillman    **Second:** Mr. Todd

**Vote:** All in favor

The Board went into executive session at 8:47 PM.

The Board exited executive session and motioned to adjourn at 9:23p.m.

Motion: John Arrison

Second: Mike Todd

Vote: Unanimous.

**20. Adjourn**

**Motion:** To adjourn the meeting

**Made by:**    **Second:**

**Vote:**

TOWN OF WEATHERSFIELD, VERMONT  
SELECT BOARD

The meeting adjourned at

Respectfully submitted,  
*deForest Bearse*

WEATHERSFIELD SELECTBOARD

\_\_\_\_\_  
N. John Arrison, Selector

\_\_\_\_\_  
David Fuller, Chairperson

\_\_\_\_\_  
Joseph Jarvis, Clerk

\_\_\_\_\_  
Paul Tillman

\_\_\_\_\_  
Michael Todd, Vice- Chairperson

## Suzanne Terrill

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**From:** Brandon Gulnick  
**Sent:** Monday, August 31, 2020 9:35 PM  
**To:** Weathersfield Town Office  
**Subject:** Fwd: Parks & Rec

Get [Outlook for iOS](#)

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**From:** Weathersfield Proctor Library <weathersfieldproctorlibrary@gmail.com>  
**Sent:** Monday, August 31, 2020 8:15:49 PM  
**To:** Brandon Gulnick <Townmanager@weathersfield.org>  
**Subject:** Parks & Rec

Brandon,

I would like to be reappointed to the Weathersfield Parks and Recreation Committee for a one year term when those appointments are considered by the Select Board. My last appointment was a great experience with really dedicated people and we accomplished a lot. The challenges right now are greater, of course, but I'm hoping we can do some creative programming for the community.

Be well,

Mark

Mark Richardson, Director  
Weathersfield Proctor Library  
5181 Rte 5 PO Box 519  
Ascutney VT 05030-0519  
802.674.2863  
[weathersfieldproctorlibrary@gmail.com](mailto:weathersfieldproctorlibrary@gmail.com)

August 26, 2020

Olivia Savage  
629 Rt. 131  
Windsor, VT 05089

Mr. Fuller,

I would like to be considered for appointment to the Parks & Recreation Commission. My background and experience make me an ideal candidate for the position. During my tenure on the Parks & Recreation Commission I will concentrate on projects and events to bring our community together.

Sincerely,

A handwritten signature in black ink, appearing to read "Olivia Savage", written over a horizontal line.

Olivia Savage

Good evening Brandon,

I would like to express my interest in becoming (the) member for the Parks and Recreation Committee. It is currently non-existent. Could you please add me to the appointments section of the agenda for the 7/20 Selectboard meeting?

Thanks so much, and I look forward to diligently performing my duties under the Parks and Recreation Committee, should I be appointed.

Sincerely,

Chris Whidden, Esq.  
Land Use Administrator  
Town of Weathersfield  
PO Box 550 5259 VT Route 5  
Ascutney, VT 05030  
802.674.2626  
[landuse@weathersfield.org](mailto:landuse@weathersfield.org)

Meeting date September 8, 2020  
 AP warrant date 09/02/20  
 Payroll warrant date 1 08/20/20  
 Payroll warrant date 2 08/27/20  
 Payroll warrant date 3 09/03/20



**TOWN OF WEATHERSFIELD, VERMONT**

**Warrants for Meeting of September 8, 2020**

	Check Date	Payroll	Operating Expenses
<b>General Fund</b>			
	08/20/20	\$7,893.68	
	08/27/20	\$8,008.19	
	09/03/20	\$7,437.39	
AP	9/2/2020		\$36,702.30
<b>Total</b>		<b>\$23,339.26</b>	<b>\$36,702.30</b>
<b>Highway Fund</b>			
	08/20/20	\$3,732.95	
	08/27/20	\$3,722.18	
	09/03/20	\$3,694.85	
AP	9/2/2020		\$42,634.21
<b>Total</b>		<b>\$11,149.98</b>	<b>\$42,634.21</b>
<b>Solid Waste Mgmt Fund</b>			
	08/20/20	\$770.40	
	08/27/20	\$761.04	
	09/03/20	\$945.65	
AP	9/2/2020		\$9,494.40
<b>Total</b>		<b>\$2,477.09</b>	<b>\$9,494.40</b>
<b>Library</b>			
	08/20/20	\$953.80	
	08/27/20	\$953.80	
	09/03/20	\$953.80	
<b>Total</b>		<b>\$2,861.40</b>	<b>\$0.00</b>
<b>Grants</b>			<b>\$1,368.52</b>
<b>Special Revenue</b>			<b>\$0.00</b>
<b>Reserves</b>			
<b>Long Term Debt</b>			
<b>Grand Totals</b>		<b>\$39,827.73</b>	<b>\$90,199.43</b>

\_\_\_\_\_  
 Selector

To the Treasurer of the Town of Weathersfield, we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$130,027.16. Let this be your order for the payments of these amounts.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

09/02/20  
02:32 pm

Town of Weathersfield Accounts Payable  
Check Warrant Report # 19281 Current Prior Next FY Invoices For Fund (General Fund)  
For Check Acct 1(General Fund) All check #s 08/17/20 To 09/02/20

Page 1 of 6  
Account

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AMAZONCR	07/24/20	AMAZON Book 886865669858	11-7-601-78.00 Library-Media	26.48	222821	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-62.10 Library-Building Maint.	-99.86	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-101-99.00 GF-Miscellaneous Expendit	40.82	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-21.00 Library-Postage	18.42	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-20.00 Library-Supplies	3.98	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-21.00 Library-Postage	8.48	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-29.20 Library-Travl Reim/Lib ex	7.49	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-62.10 Library-Building Maint.	129.84	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-29.20 Library-Travl Reim/Lib ex	39.02	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-21.00 Library-Postage	3.16	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-20.01 Library-Office Supplies	149.99	222822	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES Library Aug 20 LIBAUG20CHAR	11-7-601-20.01 Library-Office Supplies	24.99	222822	08/27/20
INGRA	07/29/20	INGRAM LIBRARY SERVICES Books 47325954	11-7-601-78.00 Library-Media	30.68	222823	08/27/20
INGRA	07/31/20	INGRAM LIBRARY SERVICES Book 47385215	11-7-601-78.00 Library-Media	12.17	222823	08/27/20
INGRA	08/03/20	INGRAM LIBRARY SERVICES Book 47409958	11-7-601-78.00 Library-Media	10.95	222823	08/27/20
INGRA	08/05/20	INGRAM LIBRARY SERVICES Book 47468092	11-7-601-78.00 Library-Media	39.89	222823	08/27/20
INGRA	08/06/20	INGRAM LIBRARY SERVICES Books 47487229	11-7-601-78.00 Library-Media	40.24	222823	08/27/20
INGRA	08/09/20	INGRAM LIBRARY SERVICES Captian Future 47536496	11-7-601-78.00 Library-Media	15.18	222823	08/27/20
SYMQUEST	08/01/20	SYMQUEST Aug 20 420815169	11-7-601-24.00 Library-Copier Lease	154.19	222824	08/27/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES TM Aug 20 charges AUG20CHARGES	11-7-101-99.00 GF-Miscellaneous Expendit	39.55	222825	08/31/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES TM Aug 20 charges AUG20CHARGES	11-7-103-39.00 TC-Town Meetings and Elec	69.72	222825	08/31/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES TM Aug 20 charges AUG20CHARGES	11-7-301-60.10 Building Maintenance	7.58	222825	08/31/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES TM Aug 20 charges AUG20CHARGES	11-7-101-26.50 GF-Awards and Recognition	49.05	222825	08/31/20
BUSINESSC	08/12/20	COMMERCIAL CARD SERVICES TM Aug 20 charges AUG20CHARGES	11-7-101-20.00 GF-Office Supplies	177.15	222825	08/31/20
AFLAC	08/06/20	AFLAC Payroll Transfer PR-08/06/20	11-2-011-14.10 Insurance Prem Liability	26.04	222826	09/02/20

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
AFLAC	08/06/20	Payroll Transfer PR-08/06/20	11-2-011-10.00 AFLAC	73.33	222826	09/02/20
AFLAC	08/13/20	Payroll Transfer PR-08/13/20	11-2-011-10.00 AFLAC	73.33	222826	09/02/20
AFLAC	08/13/20	Payroll Transfer PR-08/13/20	11-2-011-14.10 Insurance Prem Liability	26.04	222826	09/02/20
AFLAC	08/20/20	Payroll Transfer PR-08/20/20	11-2-011-10.00 AFLAC	73.33	222826	09/02/20
AFLAC	08/20/20	Payroll Transfer PR-08/20/20	11-2-011-14.10 Insurance Prem Liability	26.04	222826	09/02/20
AFLAC	08/27/20	Payroll Transfer PR-08/27/20	11-2-011-10.00 AFLAC	73.33	222826	09/02/20
AFLAC	08/27/20	Payroll Transfer PR-08/27/20	11-2-011-14.10 Insurance Prem Liability	26.04	222826	09/02/20
AMAZONCR	07/30/20	credit 689766567457	11-7-101-20.00 GF-Office Supplies	-59.98	222828	09/02/20
AMAZONCR	07/09/20	Police boots 845398768438	11-7-201-15.00 Police-Uniforms and Clean	113.89	222828	09/02/20
AFD#2 WAT	08/27/20	Water April-June 20 JUNE 20 INVO	11-7-301-34.00 Water	91.86	222830	09/02/20
AT&T SVC	08/16/20	Aug 20 Cell phone 242020AUG20	11-7-101-31.00 GF-Telephone	165.17	222831	09/02/20
AT&T SVC	08/16/20	Aug 20 Cell phone 242020AUG20	11-7-201-31.00 Police-Telephone/communic	182.11	222831	09/02/20
BESTSEPTI	08/01/20	Aug 20 TS port a potty 22456	11-7-101-45.00 GF-Copier Service/Supplie	110.00	222832	09/02/20
BIBENS	08/20/20	Radiatr sealnt L52347/1	11-7-201-52.00 Repairs and Supplies	18.78	222833	09/02/20
BIBENS	08/27/20	WWVFD expense L53009/1	11-7-207-30.00 WWVFD Funding	177.35	222833	09/02/20
CAN	08/01/20	Copier Maintenance 4033609756	11-7-103-18.00 TC-Copier Usage/Supplies/	9.71	222834	09/02/20
COLONI	08/06/20	Payroll Transfer PR-08/06/20	11-2-011-14.10 Insurance Prem Liability	59.01	222836	09/02/20
COLONI	08/13/20	Payroll Transfer PR-08/13/20	11-2-011-14.10 Insurance Prem Liability	59.01	222836	09/02/20
COLONI	08/20/20	Payroll Transfer PR-08/20/20	11-2-011-14.10 Insurance Prem Liability	59.01	222836	09/02/20
COLONI	08/27/20	Payroll Transfer PR-08/27/20	11-2-011-14.10 Insurance Prem Liability	59.01	222836	09/02/20
EYEMED	08/31/20	Sept 20 premiums SEPT20 PREMI	11-7-201-14.10 Police-Insurance Benefits	21.46	222837	09/02/20
EYEMED	08/31/20	Sept 20 premiums SEPT20 PREMI	11-7-103-14.10 TC-Insurance Benefits	8.70	222837	09/02/20
EYEMED	08/31/20	Sept 20 premiums SEPT20 PREMI	11-7-601-14.10 Library-Insurance Benft	12.76	222837	09/02/20
EYEMED	08/31/20	Sept 20 premiums SEPT20 PREMI	11-7-102-14.00 Finance-Insurance Benfit	4.61	222837	09/02/20
COMCAST	08/15/20	Aug 20 phone 106559144	11-7-601-31.00 Library-Telephone	83.55	222838	09/02/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
COMCAST	08/15/20	Aug 20 phone 106559144	11-7-101-31.00 GF-Telephone	339.34	222838	09/02/20
FAIRPOINT	09/01/20	1879 School house 6745347AUG20	11-7-302-39.00 1879 School house Maint	50.61	222840	09/02/20
COTTSYSTE	09/01/20	Sept 20 hosting 135869	11-7-103-24.00 TC-Land Rec computer. Lea	345.00	222841	09/02/20
COUNTRYL	08/31/20	WWVFD 167303	11-7-207-30.00 WWVFD Funding	165.00	222842	09/02/20
CVC	06/11/20	May 20 Paging 187-19785	11-7-207-30.00 WWVFD Funding	154.98	222843	09/02/20
DEMCO, IN	08/12/20	Supplies 6827206	11-7-601-20.00 Library-Supplies	44.16	222844	09/02/20
DOLITL	08/19/20	Door letters 47696	11-7-101-20.00 GF-Office Supplies	86.25	222845	09/02/20
DOLITL	08/12/20	3 Town Rd maps Laminated 47731	11-7-101-20.00 GF-Office Supplies	39.89	222845	09/02/20
EASTERN	07/21/20	Env. for taxes 51964	11-7-102-23.00 Finance-Tax Billing Suppl	304.00	222846	09/02/20
LYNNETTE	08/20/20	Mileage 08/20 WE082020	11-7-104-29.00 Expense Reimbursement	11.50	222847	09/02/20
FIRESAFET	06/11/20	helmet, gloves 135619	11-7-207-30.00 WWVFD Funding	1355.00	222849	09/02/20
GALLS	08/10/20	Supplies 016235739	11-7-201-24.00 Police-Equipment and Supp	37.11	222851	09/02/20
GALLS	08/14/20	Reusable mask 016269350	11-7-201-24.00 Police-Equipment and Supp	16.77	222851	09/02/20
GOLDEN	08/05/20	Battery AED 376	11-7-301-60.10 Building Maintenance	369.99	222853	09/02/20
GMP	08/14/20	Aug 20 MMH 3116820009 MMHAUG20	11-7-301-30.00 Electricity & Gas	459.96	222856	09/02/20
IRVINGOIL	08/11/20	1879 School hse 2060008 247875	11-7-302-39.00 1879 School house Maint	242.41	222858	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-601-14.10 Library-Insurance Benft	31.61	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-09.00 Lincoln Life Supplemental	122.00	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-201-14.10 Police-Insurance Benefits	81.99	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-102-14.00 Finance-Insurance Benfit	36.46	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-105-14.10 Land Use-Insurance Benefi	22.42	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-101-14.10 GF-Insurance Benefits	74.62	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-104-14.10 Listers-Insurances Benefi	16.73	222860	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	11-7-103-14.10 TC-Insurance Benefits	24.13	222860	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-14.10 Insurance Prem Liability	174.00	222861	09/02/20

09/02/20  
02:32 pm

Town of Weathersfield Accounts Payable  
Check Warrant Report # 19281 Current Prior Next FY Invoices For Fund (General Fund)  
For Check Acct 1(General Fund) All check #s 08/17/20 To 09/02/20

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-14.10 Insurance Prem Liability	61.91	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-14.10 Insurance Prem Liability	923.20	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-7-601-14.10 Library-Insurance Benft	1657.62	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-14.10 Insurance Prem Liability	123.85	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-7-101-14.10 GF-Insurance Benefits	1179.79	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-2-011-14.10 Insurance Prem Liability	119.51	222861	09/02/20
MVP	08/31/20	Sept 20 Premiums SEPT 20	11-7-201-14.10 Police-Insurance Benefits	1138.50	222861	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-103-14.10 TC-Insurance Benefits	108.05	222862	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-105-14.10 Land Use-Insurance Benefi	0.00	222862	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-601-14.10 Library-Insurance Benft	133.79	222862	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-101-14.10 GF-Insurance Benefits	204.65	222862	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-102-14.00 Finance-Insurance Benfit	133.79	222862	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	11-7-201-14.10 Police-Insurance Benefits	204.65	222862	09/02/20
OREILLY	08/11/20	Brakes 5683-239137	11-7-201-52.00 Repairs and Supplies	258.07	222866	09/02/20
VTAGHUMAN	08/20/20	Payroll Transfer PR-08/20/20	11-2-011-07.00 Garnishments	327.84	222867	09/02/20
VTAGHUMAN	08/27/20	Payroll Transfer PR-08/27/20	11-2-011-07.00 Garnishments	327.84	222867	09/02/20
PITNEY	08/07/20	lease pymt Aug20 3311750126	11-7-101-21.00 GF-Postage	205.05	222869	09/02/20
SECUR	08/27/20	Aug 20 Pick up 342595	11-7-101-20.00 GF-Office Supplies	22.00	222871	09/02/20
SPURRS	07/30/20	Police TPM kit 21745	11-7-201-52.00 Repairs and Supplies	96.76	222874	09/02/20
STAPLES	07/17/20	Supplies 2584144591	11-7-101-20.00 GF-Office Supplies	1.40	222875	09/02/20
STAPLES	07/22/20	file folder 2588042651	11-7-101-20.00 GF-Office Supplies	30.82	222875	09/02/20
STAPLES	07/28/20	Supplies 2593096651	11-7-103-20.00 TC-Office Supplies	26.79	222875	09/02/20
STAPLES	07/28/20	Supplies 2593096651	11-7-101-20.00 GF-Office Supplies	7.48	222875	09/02/20
STAPLES	07/29/20	Supplies 2594804491	11-7-101-20.00 GF-Office Supplies	17.46	222875	09/02/20
STAPLES	08/06/20	Supplies 2602740051	11-7-103-20.00 TC-Office Supplies	14.90	222875	09/02/20

09/02/20  
02:32 pm

Town of Weathersfield Accounts Payable  
Check Warrant Report # 19281 Current Prior Next FY Invoices For Fund (General Fund)  
For Check Acct 1(General Fund) All check #s 08/17/20 To 09/02/20

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Account

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
STAPLES	08/06/20	STAPLES CREDIT PLAN Supplies 2602740051	11-7-101-20.00 GF-Office Supplies	4.60	222875	09/02/20
STAPLES	08/13/20	STAPLES CREDIT PLAN Supplies 2609913591	11-7-101-20.00 GF-Office Supplies	34.97	222875	09/02/20
STAPLES	08/13/20	STAPLES CREDIT PLAN Supplies 2609939021	11-7-101-20.00 GF-Office Supplies	4.33	222875	09/02/20
STAPLES	08/13/20	STAPLES CREDIT PLAN Supplies 2609965161	11-7-101-20.00 GF-Office Supplies	12.89	222875	09/02/20
SULLIVANC	08/31/20	SULLIVAN, CATHY Aug 20 Animal control AUG 20	11-7-202-10.10 Animal Control-Contracted	150.00	222877	09/02/20
SULLIVANC	08/31/20	SULLIVAN, CATHY Sept 20 Animal control SEPT 20	11-7-202-10.10 Animal Control-Contracted	150.00	222877	09/02/20
UVRESA	08/14/20	UVRESA 25 Active 911 service fee FY21 911 SWE	11-7-207-30.00 WWVFD Funding	337.50	222880	09/02/20
SVF	08/28/20	VERMONT STATE FIREFIGHTER FY21 membership FY21 MEMEBER	11-7-207-30.00 WWVFD Funding	306.00	222882	09/02/20
VMCTA MTG	08/27/20	VMCTA 9/15/20 class CONFERMCTA	11-7-103-27.00 TC-Tuition and Training	25.00	222884	09/02/20
VMCTA MTG	08/27/20	VMCTA FY21 membership FY21 MEMBERS	11-7-103-42.00 TC-Dues	35.00	222885	09/02/20
VMCTA MTG	08/27/20	VMCTA FY21 membership FY21 MEMBERS	11-7-102-42.00 FIN-Dues	40.00	222885	09/02/20
VMERS DB	08/06/20	VMERS DB. Payroll Transfer PR-08/06/20	11-2-011-05.00 Retirement	1962.86	222886	09/02/20
VMERS DB	08/13/20	VMERS DB. Payroll Transfer PR-08/13/20	11-2-011-05.00 Retirement	1879.62	222886	09/02/20
VMERS DB	08/20/20	VMERS DB. Payroll Transfer PR-08/20/20	11-2-011-05.00 Retirement	1954.26	222886	09/02/20
VMERS DB	08/27/20	VMERS DB. Payroll Transfer PR-08/27/20	11-2-011-05.00 Retirement	2010.53	222886	09/02/20
WBMASON	08/31/20	WB MASON CO INC Water IS1171812	11-7-101-20.00 GF-Office Supplies	34.85	222888	09/02/20
WWVFD	09/02/20	WEST WEATHERSF. VOL. FIRE Hose testing 2020 062520	11-7-207-30.01 Hose Testing	706.00	222889	09/02/20
WWVFD	08/28/20	WEST WEATHERSF. VOL. FIRE Boots BOOTS07/20	11-7-207-30.00 WWVFD Funding	163.47	222889	09/02/20
WEXBANK	08/15/20	WEX BANK Aug 20 Fuel 67030773	11-7-201-51.00 Gas and Oil	574.75	222890	09/02/20
WEXBANK	08/26/20	WEX BANK Aug 20 AVFD Gas AUG23 FUEL	11-7-206-51.00 AVFD Fuel	65.13	222890	09/02/20
WHIDD	08/28/20	WHIDDEN, CHRIS mileage July/Aug 20 MILEAGE AUG	11-7-105-29.00 Expense Reimbursement	85.15	222891	09/02/20
VT TAX	08/06/20	VERMONT DEPARTMENT OF TAX Payroll Transfer PR-08/06/20	11-2-011-04.00 State Income Tax W/H	635.67 E	1583	08/27/20
VT TAX	08/13/20	VERMONT DEPARTMENT OF TAX Payroll Transfer PR-08/13/20	11-2-011-04.00 State Income Tax W/H	627.31 E	1583	08/27/20
VT TAX	08/20/20	VERMONT DEPARTMENT OF TAX Payroll Transfer PR-08/20/20	11-2-011-04.00 State Income Tax W/H	633.04 E	1583	08/27/20
VT TAX	08/27/20	VERMONT DEPARTMENT OF TAX Payroll Transfer PR-08/27/20	11-2-011-04.00 State Income Tax W/H	656.21 E	1583	08/27/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
PRTAXES	08/20/20	IRS - PAYROLL TAXES Payroll Transfer PR-08/20/20	11-2-011-01.00 Federal Income Tax W/H	1899.32 E	1584	08/19/20
PRTAXES	08/20/20	IRS - PAYROLL TAXES Payroll Transfer PR-08/20/20	11-2-011-02.00 Social Security W/H	2870.90 E	1584	08/19/20
PRTAXES	08/27/20	IRS - PAYROLL TAXES Payroll Transfer PR-08/27/20	11-2-011-02.00 Social Security W/H	2924.62 E	1585	08/25/20
PRTAXES	08/27/20	IRS - PAYROLL TAXES Payroll Transfer PR-08/27/20	11-2-011-01.00 Federal Income Tax W/H	1988.49 E	1585	08/25/20

Report Total

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37276.77  
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Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BUSINESSC	08/28/20	COMMERCIAL CARD SERVICES Water, app,late fee AUG 20 CHARG	12-7-101-99.99 Miscellaneous Expenses	44.97	222825	08/31/20
BUSINESSC	08/28/20	COMMERCIAL CARD SERVICES Water, app,late fee AUG 20 CHARG	12-7-101-52.00 Repairs & Supplies	30.19	222825	08/31/20
AMAZONCR	07/09/20	AMAZON Supplies 433336749448	12-7-101-52.00 Repairs & Supplies	25.99	222828	09/02/20
APAL	06/30/20	APALACHEE MARINE 31.38 Salt 531267-B	12-7-101-58.15 Salt	2384.88	222829	09/02/20
AT&T SVC	08/16/20	AT & T MOBILITY Aug 20 Cell phone 242020AUG20	12-7-101-31.00 Wireless/Pager Service	68.20	222831	09/02/20
EYEMED	08/31/20	COMBINED INSURANCE CO OF Sept 20 premiums SEPT20 PREMI	12-7-101-14.10 HWY-Insurance Benefits	73.05	222837	09/02/20
DOLITL	08/12/20	DOOLITTLE'S PRINTSERVE, I 3 Town Rd maps Laminated 47731	12-7-101-52.00 Repairs & Supplies	19.94	222845	09/02/20
FAYS	08/27/20	FAY'S WRECKER & REPAIR SE Tires for HW 2427	12-7-103-52.10 Tires	694.00	222848	09/02/20
FORDCL	07/14/20	FORD OF CLAREMONT service 38219	12-7-101-52.00 Repairs & Supplies	100.00	222850	09/02/20
GLOB	07/31/20	GLOBAL MONTELLO GROUP July 20 Hwy Gas 260914	12-7-101-51.20 Gasoline	210.54	222852	09/02/20
GLOB	08/31/20	GLOBAL MONTELLO GROUP Aug 20 Gas slips 262113	12-7-101-51.20 Gasoline	404.13	222852	09/02/20
GORMAN	07/31/20	GORMAN GROUP, LLC 4500 gal Calcium 11011394	12-7-101-58.30 Chloride	4050.00	222855	09/02/20
LAWSON	08/19/20	LAWSON PRODUCTS, INC Supplies 9307807085	12-7-101-52.00 Repairs & Supplies	357.41	222859	09/02/20
LINCOLN	08/31/20	LINCOLN NATIONAL LIFE INS Sept 20 Premiums SEPT 20	12-7-101-14.10 HWY-Insurance Benefits	207.21	222860	09/02/20
MVP	08/31/20	MVP HEALTH CARE Sept 20 Premiums SEPT 20	12-7-101-14.10 HWY-Insurance Benefits	589.90	222861	09/02/20
MVP	08/31/20	MVP HEALTH CARE Sept 20 Premiums SEPT 20	12-7-101-14.10 HWY-Insurance Benefits	9662.34	222861	09/02/20
N DELT	08/31/20	NORTHEAST DELTA DENTAL Sept 20 Premiums SEPT 20	12-7-101-14.10 HWY-Insurance Benefits	651.14	222862	09/02/20
NO NURSER	08/11/20	NORTHERN NURSERIES INC. Hydroseeding 514450000465	12-7-101-52.00 Repairs & Supplies	934.50	222864	09/02/20
NORTRAX	08/24/20	NORTRAX EQUIPMENT COMPANY Rental 2033866	12-7-101-45.00 Contract Work	3750.00	222865	09/02/20
PETE'S	06/23/20	PETE'S TIRE BARN, INC. Tires 043052	12-7-103-52.10 Tires	1023.00	222868	09/02/20
OSGOOD	07/29/20	RALPH OSGOOD, INC. repair plow frame 28217	12-7-101-52.00 Repairs & Supplies	50.00	222870	09/02/20
SOUTHWOTH	08/12/20	SOUTHWORTH-MILTON, INC Strip wear 2021128	12-7-101-52.00 Repairs & Supplies	127.37	222873	09/02/20
SPURRS	08/28/20	SPURRS REPAIR HW inspections 21774	12-7-101-52.00 Repairs & Supplies	360.00	222874	09/02/20
STAPLES	08/06/20	STAPLES CREDIT PLAN Supplies 2602740051	12-7-101-52.00 Repairs & Supplies	27.80	222875	09/02/20
DEC	08/14/20	STATE OF VT DEPT OF ENVIR Storm water Permit FY20PERMITFE	12-7-101-71.10 Storm Water Permits	1590.00	222876	09/02/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
SUM	08/26/20	SUMMIT CONTRACTING AND PR 1171	12-7-101-45.03 Summer Mowing	10000.00	222878	09/02/20
U1ST	07/17/20	UNIFIRST CORPORATION 0354503454	12-7-101-15.20 HWY-Uniforms & Cleaning	100.15	222879	09/02/20
U1ST	08/07/20	UNIFIRST CORPORATION 0354509264	12-7-101-15.20 HWY-Uniforms & Cleaning	101.27	222879	09/02/20
U1ST	08/14/20	UNIFIRST CORPORATION 0354511200	12-7-101-15.20 HWY-Uniforms & Cleaning	101.27	222879	09/02/20
U1ST	08/21/20	UNIFIRST CORPORATION 0354513101	12-7-101-15.20 HWY-Uniforms & Cleaning	101.27	222879	09/02/20
VALLEYNEW	08/15/20	VALLEY NEWS 322973	12-7-101-23.50 Highway Advertising	59.50	222881	09/02/20
VIKECIVES	08/14/20	VIKING-CIVES 4499332	12-7-101-52.00 Repairs & Supplies	2895.00	222883	09/02/20
WATTUP	08/20/20	WATTS-UP ELECTRIC INC. 19-2150	12-7-101-52.00 Repairs & Supplies	84.10	222887	09/02/20
FAIRFIELD	09/02/20	HOWARD P. FAIRFIELD, LLC 6951706	12-7-101-52.00 Repairs & Supplies	76.77	222892	09/02/20
PETE'S	07/15/20	PETE'S TIRE BARN, INC. 043434	12-7-101-52.00 Repairs & Supplies	1510.88	222893	09/02/20
S.G.REED	09/02/20	REED TRUCK SERVICES INC 11222	12-7-101-52.00 Repairs & Supplies	66.17	222894	09/02/20
U1ST	08/28/20	UNIFIRST CORPORATION 0354515060	12-7-101-15.20 HWY-Uniforms & Cleaning	101.27	222895	09/02/20
Report Total				----- 42634.21 =====		

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Town of Weathersfield Accounts Payable

02:32 pm

Check Warrant Report # 19281 Current Prior Next FY Invoices For Fund (Special Revenue)  
For Check Acct 1 (General Fund) All check #s 08/17/20 To 09/02/20

Account

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
SHI	07/31/20	Police grant B12078578	15-7-201-15.04	597.40	222872	09/02/20
SHI	08/13/20	Police grant B12084385	15-7-201-15.04	771.12	222872	09/02/20
Report Total				1368.52		

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ALV	08/01/20	Box Rental July 34364	21-7-102-50.00 Additional Equipment	140.00	222827	09/02/20
AMAZONCR	07/08/20	TS Eye wash bottles 547739843343	21-7-101-20.00 Supplies	53.90	222828	09/02/20
GOBIN	07/27/20	PU 08/04/20 582821	21-7-101-45.05 Trash-Tippage	1365.76	222835	09/02/20
GOBIN	07/27/20	PU 08/04/20 582821	21-7-101-45.10 C&D Tippage	710.46	222835	09/02/20
GOBIN	07/27/20	PU 08/04/20 582821	21-7-101-45.26 C&D-Container Charge	502.26	222835	09/02/20
GOBIN	07/27/20	PU 08/04/20 582821	21-7-101-45.25 Trash Container charge	251.13	222835	09/02/20
GOBIN	08/17/20	PU 081220 583626	21-7-101-45.25 Trash Container charge	251.13	222835	09/02/20
GOBIN	08/17/20	PU 081220 583626	21-7-101-45.26 C&D-Container Charge	251.13	222835	09/02/20
GOBIN	08/17/20	PU 081220 583626	21-7-101-45.10 C&D Tippage	461.14	222835	09/02/20
GOBIN	08/17/20	PU 081220 583626	21-7-101-45.05 Trash-Tippage	1364.66	222835	09/02/20
GOBIN	08/24/20	PU 08/18-08/20 584474	21-7-101-45.10 C&D Tippage	1686.80	222835	09/02/20
GOBIN	08/24/20	PU 08/18-08/20 584474	21-7-101-45.26 C&D-Container Charge	502.26	222835	09/02/20
GOBIN	08/24/20	PU 08/18-08/20 584474	21-7-101-45.25 Trash Container charge	251.13	222835	09/02/20
GOBIN	08/24/20	PU 08/18-08/20 584474	21-7-101-45.05 Trash-Tippage	373.98	222835	09/02/20
EYEMED	08/31/20	Sept 20 premiums SEPT20 PREMI	21-7-101-14.10 Insurance Benefits	4.61	222837	09/02/20
COMCAST	08/15/20	Aug 20 phone 106559144	21-7-101-31.00 Telephone	111.95	222838	09/02/20
COMCASTBU	08/06/20	Aug transfer station 0107345AUG20	21-7-101-31.00 Telephone	135.87	222839	09/02/20
GOOD	08/17/20	July non Ced abd LED 76166	21-7-102-45.01 Recycling Expense	170.25	222854	09/02/20
GRO	08/31/20	Composting 6 totes 11801	21-7-102-45.01 Recycling Expense	598.00	222857	09/02/20
LINCOLN	08/31/20	Sept 20 Premiums SEPT 20	21-7-101-14.10 Insurance Benefits	36.90	222860	09/02/20
N DELT	08/31/20	Sept 20 Premiums SEPT 20	21-7-101-14.10 Insurance Benefits	37.19	222862	09/02/20
NERESREC	08/06/20	Scap metal and hauling fe 74845	21-6-101-07.05 Recycling Income	-562.50	222863	09/02/20
NERESREC	08/06/20	Scap metal and hauling fe 74845	21-7-102-45.01 Recycling Expense	431.64	222863	09/02/20
NERESREC	08/06/20	Scap metal and hauling fe 74845	21-7-102-45.03 Disposal of Tires	364.75	222863	09/02/20

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Town of Weathersfield Accounts Payable  
Check Warrant Report # 19281 Current Prior Next FY Invoices For Fund (Solid Waste)  
For Check Acct 1(General Fund) All check #s 08/17/20 To 09/02/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
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		Report Total		9494.40		
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Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/20/20 to 08/20/20 Departments 111 to 111

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	12772	08/20/20	0.00	192.61
CONGDONJ	CONGDON, JENNIFER B.		47858	08/20/20	167.32	0.00
DANGOF	DANGO, FLORA ANN	E	12774	08/20/20	0.00	719.31
DANIELSWI	DANIELS, WILLIAM J.	E	12775	08/20/20	0.00	1147.31
ESTYLYNNE	ESTY, LYNNETTE A.	E	12777	08/20/20	0.00	338.06
GRAHAMJ	GRAHAM, JOHN J.	E	12778	08/20/20	0.00	387.90
GULNICKB	GULNICK, BRANDON W.	E	12779	08/20/20	0.00	993.81
HIERCA	HIER, CAROLYN A.	E	12780	08/20/20	0.00	286.42
HIERS	HIER, STEVE A.	E	12781	08/20/20	0.00	153.48
KELLY	KELLY, DARLENE R.	E	12783	08/20/20	0.00	918.34
MORANCY	MORANCY, WALTER W.	E	12788	08/20/20	0.00	907.76
SAVAGE	SAVAGE, OLIVIA I.		47859	08/20/20	62.79	0.00
SMITH	SMITH, STEVEN		47860	08/20/20	186.29	0.00
TERRILL	TERRILL, SUSANNE	E	12792	08/20/20	0.00	849.90
WHIDDEN	WHIDDEN, BERT C.	E	12795	08/20/20	0.00	582.38
					416.40	7477.28

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Town of Weathersfield Payroll  
Check Warrant Report #  
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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	12776	08/20/20	0.00	728.85
HUNTDON	HUNTLEY, DONALD A.	E	12782	08/20/20	0.00	587.05
LIVAS	LIVAS, PHILLIP A.	E	12784	08/20/20	0.00	528.87
LONGTIN	LONGTIN, ALEXANDER J.	E	12785	08/20/20	0.00	501.97
MOORER	MOORE, RAY A.	E	12787	08/20/20	0.00	41.82
PIPE	PIPE, SCOTT	E	12789	08/20/20	0.00	560.85
STAPLETON	STAPLETON, RAY E.	E	12791	08/20/20	0.00	783.54
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					0.00	3732.95
					=====	=====

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08/18/20  
02:46 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/20/20 to 08/20/20 Departments 211 to 211

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
MERICLE J	MERICLE, JAMES S.	E	12786	08/20/20	0.00	278.05
WATERST	WATERS, TYLER M.	E	12794	08/20/20	0.00	492.35
					----- 0.00	----- 770.40
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02:46 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	12773	08/20/20	0.00	122.36
RICHARDMA	RICHARDSON, MARK P.	E	12790	08/20/20	0.00	681.15
TOPOLSKI	TOPOLSKI, JUDITH A.	E	12793	08/20/20	0.00	150.29
					-----	-----
					0.00	953.80
					=====	=====

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08/24/20  
02:59 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/27/20 to 08/27/20 Departments 111 to 111

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	12796	08/27/20	0.00	80.58
CONGDONJ	CONGDON, JENNIFER B.	E	12798	08/27/20	0.00	167.32
DANGOF	DANGO, FLORA ANN	E	12799	08/27/20	0.00	833.19
DANIELSWI	DANIELS, WILLIAM J.	E	12800	08/27/20	0.00	1084.93
ESTYLYNNE	ESTY, LYNNETTE A.	E	12802	08/27/20	0.00	346.08
GRAHAMJ	GRAHAM, JOHN J.	E	12803	08/27/20	0.00	370.72
GULNICKB	GULNICK, BRANDON W.	E	12804	08/27/20	0.00	1261.06
HIERCA	HIER, CAROLYN A.	E	12805	08/27/20	0.00	304.63
HIERS	HIER, STEVE A.	E	12806	08/27/20	0.00	153.48
KELLY	KELLY, DARLENE R.	E	12808	08/27/20	0.00	918.34
MORANCY	MORANCY, WALTER W.	E	12813	08/27/20	0.00	907.76
MORSESTEP	MORSE, STEPHANIE J.	E	12814	08/27/20	0.00	101.79
SAVAGE	SAVAGE, OLIVIA I.		47861	08/27/20	47.10	0.00
SMITH	SMITH, STEVEN		47862	08/27/20	186.29	0.00
TERRILL	TERRILL, SUSANNE	E	12818	08/27/20	0.00	849.90
WHIDDEN	WHIDDEN, BERT C.	E	12822	08/27/20	0.00	395.02
					-----	-----
					233.39	7774.80
					=====	=====

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08/24/20  
02:59 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/27/20 to 08/27/20 Departments 121 to 121

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	12801	08/27/20	0.00	650.36
HUNTDON	HUNTLEY, DONALD A.	E	12807	08/27/20	0.00	574.01
LIVAS	LIVAS, PHILLIP A.	E	12809	08/27/20	0.00	555.98
LONGTIN	LONGTIN, ALEXANDER J.	E	12810	08/27/20	0.00	435.11
MOORER	MOORE, RAY A.	E	12812	08/27/20	0.00	41.82
PIPE	PIPE, SCOTT	E	12815	08/27/20	0.00	560.41
STAPLETON	STAPLETON, RAY E.	E	12817	08/27/20	0.00	904.49
					-----	-----
					0.00	3722.18
					=====	=====

\*\*\*3,722.18

08/24/20  
03:10 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/27/20 to 08/27/20 Departments 211 to 211

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
MERICLE J	MERICLE, JAMES S.	E	12811	08/27/20	0.00	275.26
WATERST	WATERS, TYLER M.	E	12821	08/27/20	0.00	485.78
					-----	-----
					0.00	761.04
					=====	=====

\*\*\*\*\*761.04

08/24/20  
02:59 pm

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 08/27/20 to 08/27/20 Departments 131 to 131

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	12797	08/27/20	0.00	122.36
RICHARDMA	RICHARDSON, MARK P.	E	12816	08/27/20	0.00	681.15
TOPOLSKI	TOPOLSKI, JUDITH A.	E	12820	08/27/20	0.00	150.29
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					0.00	953.80
					=====	=====

\*\*\*\*\*953.80

09/01/20  
11:23 am

Town of Weathersfield Payroll  
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Check date 09/03/20 to 09/03/20 Departments 111 to 111

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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BALLAM	BALLAM, MARION J.	E	12823	09/03/20	0.00	119.61
CONGDONJ	CONGDON, JENNIFER B.	E	12848	09/03/20	0.00	47.62
DANGOF	DANGO, FLORA ANN	E	12825	09/03/20	0.00	719.31
DANIELSWI	DANIELS, WILLIAM J.	E	12826	09/03/20	0.00	795.07
ESTYLYNNE	ESTY, LYNNETTE A.	E	12828	09/03/20	0.00	358.28
GRAHAMJ	GRAHAM, JOHN J.	E	12829	09/03/20	0.00	370.72
GULNICKB	GULNICK, BRANDON W.	E	12830	09/03/20	0.00	993.81
HIERCA	HIER, CAROLYN A.	E	12831	09/03/20	0.00	276.38
HIERS	HIER, STEVE A.	E	12832	09/03/20	0.00	153.48
KELLY	KELLY, DARLENE R.	E	12834	09/03/20	0.00	918.34
MORANCY	MORANCY, WALTER W.	E	12839	09/03/20	0.00	929.86
MORSESTEP	MORSE, STEPHANIE J.	E	12840	09/03/20	0.00	163.45
SAVAGE	SAVAGE, OLIVIA I.		47865	09/03/20	62.79	0.00
SMITH	SMITH, STEVEN		47866	09/03/20	186.29	0.00
TERRILL	TERRILL, SUSANNE	E	12844	09/03/20	0.00	849.90
WHIDDEN	WHIDDEN, BERT C.	E	12847	09/03/20	0.00	492.48
					-----	-----
					249.08	7188.31
					=====	=====

\*\*\*7,437.39

09/01/20  
11:23 am

Town of Weathersfield Payroll  
Check Warrant Report #  
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payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	12827	09/03/20	0.00	649.59
HUNTDON	HUNTLEY, DONALD A.	E	12833	09/03/20	0.00	639.63
LIVAS	LIVAS, PHILLIP A.	E	12835	09/03/20	0.00	556.20
LONGTIN	LONGTIN, ALEXANDER J.	E	12836	09/03/20	0.00	502.42
MOORER	MOORE, RAY A.	E	12838	09/03/20	0.00	41.82
PIPE	PIPE, SCOTT	E	12841	09/03/20	0.00	559.58
STAPLETON	STAPLETON, RAY E.	E	12843	09/03/20	0.00	745.61
					-----	-----
					0.00	3694.85
					=====	=====

\*\*\*3,694.85

09/01/20  
11:23 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 09/03/20 to 09/03/20 Departments 211 to 211

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payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
DENNETTSH	DENNETT, SHAWN M.	47864	09/03/20	178.84	0.00
MERICLE J	MERICLE, JAMES S.	E 12837	09/03/20	0.00	274.09
WATERST	WATERS, TYLER M.	E 12846	09/03/20	0.00	492.72
				-----	-----
				178.84	766.81
				=====	=====

\*\*\*\*\*945.65

09/01/20  
11:23 am

Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 09/03/20 to 09/03/20 Departments 131 to 131

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payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E 12824	09/03/20	0.00	122.36
RICHARDMA	RICHARDSON, MARK P.	E 12842	09/03/20	0.00	681.15
TOPOLSKI	TOPOLSKI, JUDITH A.	E 12845	09/03/20	0.00	150.29
				-----	-----
				0.00	953.80
				=====	=====

\*\*\*\*\*953.80