



**TOWN OF WEATHERSFIELD
SELECTBOARD
REMOTE/ VIRTUAL MEETING AGENDA**

Monday, July 6, 2020 | 07:00PM

REMOTE PARTICIPATION (CONFERENCE CALL/ DIAL IN)

Phone Number: (872) 240-3412 | Access Code: 156-156-853

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

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" – July 6, 2020 | 7:00PM

SAPATV.org – Wednesday Afternoon

No in-person attendance of members of the public will be 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) June 1, 2020; June 15, 2020; June 29, 2020
4. Discussion - Terms & Conditions for the FEMA Award at 6648 VT Route 131
5. Discussion – Financial Management Questionnaire
6. Draft Transfer Station Report
7. Update on Abbott Property
8. Update on the Water District
9. Set a Public Hearing Date/Time
10. Discussion – Transfer Station Receiver Box Options
11. Consider a Vote to Sign the Transfer Station Lease Option Agreement
12. Update Weathersfield Website
13. Consider a vote to approve the Motor Grader RFB as Written
14. Second 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)
15. Appointments:
 - a. Budget Committee
 - b. Connecticut River Joint Commission
 - c. CRJC Mt Ascutney Subcommittee
 - d. Fence Viewer
 - e. Parks and Recreation Commission
 - f. Selectmen Representative to Schoolboard
 - g. Southern Windsor County Transportation Advisory Committee
 - h. Southern Windsor/Windham Counties Solid Waste Management District
 - i. Tree Warden
16. Approve Warrants
17. Any other business
18. Adjourn

Select Board Meeting
Martin Memorial Hall
5259 Route 5, Ascutney VT
DRAFT of Select Board Meeting Minutes
Monday June 1, 2020 7:00PM

Select Board Members Present:

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

Online Attendees: Darlene Kelly, Steve Hier

Attendees: Greg Herschel, Josh Dauphin

- 1.) Call to Order by Chair, David Fuller at 7:04 pm
- 2.) Comments from Select Board/Town Manager and Citizens on Topics not on the Agenda.

Paul Tillman asked Town Manager, Brandon Gulnick if he had found any policies regarding attendance on the Select Board or any other boards.

David Fuller believes there is something on file regarding attendance. Brandon Gulnick will review further.

Paul Tillman asked who is called when the power goes out and the lights at the 4-way are blinking as there are currently no signs there. Josh Dauphin believes that the signs were removed when 131 was redone and not replaced.

David Fuller had a discussion with the Emergency Management group regarding road closures and will follow up. He is fairly certain that Rte 5 and Rte 131 are under State jurisdiction.

Michael Todd wanted to make the Select Board aware that there is a member of the Planning Commission that has been absent for the last 4 meetings.

Brandon Gulnick, Town Manager and Steve Hier wanted to note that there were 4 policies included in the packet for review for an upcoming meeting:

- Conflict of Interest & Ethical Conduct Policy
- Fraud Policy
- Capitalization Policy
- Investment and Banking Policy

David Fuller requested time to review and for these items to be warned on the next Select Board Meeting agenda. He asked the Town Manager if there were any current versions of these policies to compare them to.

John Arrsion wanted to know where the wordage came from.

The Town Manager said these were new policies and the wording came from the Leagues of Cities and Towns.

Greg Herschel was in attendance to discuss being charged a late penalty for his taxes coming in a day late. They were not aware of a drop box and there are no signs on the "Main Entrance" door indicating that there is a drop box at the other entrance.

WWVFD Fire Chief, Josh Dauphin spoke to the Select Board about replacing the AED machines for both WWVFD and AVFD. He received a letter from the manufacturer stating that these machines needed to be taken out of service. One was purchased in December 2001 and the 2nd was purchased in December 2002. As these are an unanticipated expense, he would like to request that the monies for these come out of the Non-Motorized Reserve Funds.

Michael Todd made a motion to all the Town Manager and the Fire Chiefs find replacements for the AED machines not to exceed \$4,000 to be funded from the Non-Motorized Reserve Account.

Paul Tillman – 2nd

No discussion

Vote - unanimous

3.) Review of minutes from previous meetings:

a. Minutes from 5-4-20

Motion to approve made by Michael Todd

2nd – Joey Jarvis

No discussion

Vote – unanimous

b. Minutes from 5-18-20

Motion to approve made by Michael Todd

2nd – Joey Jarvis

No discussion

Vote – Unanimous

4.) Discussion of April 22, 2020 email-

David Fuller discussed the email he sent to the Select Board on April 22, 2020, which read:

Everyone,

I find it necessary to write to remind members about their roles as individual members of a five person board. There are a variety of topics that---given the new Town Manager--need to be researched and put together in a presentation for ---all of us--as a whole board --at the same time--to consider.

The highway grader/ dump truck---the fire departments---land use/assessor ---and the Abbott property are four.

While each of you and myself may have an opinion and or information on any subject , you can and will be allowed to bring that forward in a warned meeting --of all of us ---all at the same time. I have asked TM Brandon to do exactly that and I've asked him to do this alone as Manager---so as not to have any other opinion , one way or another. With exception of the highway--yet to be determined as definition ---the other topics have not had the board's authority. It is very important to let TM Brandon--independently-- do his job.

The Town's Select board only has 2 jobs. 1--to hire a Town Manager (who then reports to us) and 2---provide the resources (money) necessary to operate the Town each year.

I've let a few times that I thought were not appropriate slide . No more. If I find it necessary to file a board member conduct / conflict issue before the full board--I will.

Please, let us all let Brandon present us all details on these subjects.

Dave

David Fuller wanted to make it clear that he did not have information that he didn't want to share.

No one on the Select Board was aware of any vote outside of any meetings.

John Arrison reiterated that he had heard it from a 3rd party.

5.) Town Manager Report –

Town Manager, Brandon Gulnick reviewed the following with the Select Board

Town Manager Report

To: Weathersfield Select board

Cc: Weathersfield Residents & Staff

From: Brandon Gulnick, Town Manager

Date: June 1, 2020

COVID-19 & TOWN OPERATIONS

The Town developed a COVID-19 Safety & Health Work Plan describing the implementation of mandatory health and safety requirements established by the Vermont Department of Health, VOSHA, and the Vermont Agency of Commerce and Community Development in accordance with Governor Scott's COVID-19 Executive Order and subsequent Addenda as well as guidelines from the Centers for Disease Control. See Attachment A Martin Memorial Hall will be open to the public beginning Monday, June 22, 2020. A Phase I Reopening and Training Plan is currently under development to be

complete by June 11, 2020. Key components of the plan include the relocation of the buildings main entrance & exits, which will be identified by free standing signs, a limit of 2 people from the general public upstairs at any given time (excluding researchers in the Town Clerk's Office), markings on the floor indicating 6 foot spacings, plexi glass barriers at all points on the Front Desk & Town Clerk's Office, and the requirement of masks. Additionally, a log of anyone who enters the building from this point forward will be maintained in the event contact tracing is required by the Health Department. The upstairs bathroom will be closed to the public in Phase I until hands free devices are installed. For the convenience of Weathersfield Residents, we ordered an outdoor protected bulletin board to provide Public Notices outside of Martin Memorial Hall. We anticipate the bulletins delivery on June 11, 2020.

SUMMER MEETING SCHEDULE

In the past, the Select board held meetings in various places throughout Weathersfield during the Summer months. COVID-19 restrictions will make it more complicated to do this during Summer 2020. I am requesting the Select board provide an opinion on this topic.

PERFORMANCE EVALUATIONS

Performance Evaluations have been scheduled with all Town Staff. The purpose of this preliminary evaluation is to obtain a firm understanding of where we are, where we need to be, and how we're going to get there. Historically, performance evaluations were done annually. Moving forward, performance evaluations will be conducted quarterly.

TRANSFER STATION

Jim Toher (Casella) visited the Transfer Station on 05/25/2020 to confirm what he thought was on-site. Jim also confirmed with the vendor who provided and installed the ZS compactor and box back in 2017. The Town owns the ZS box and compactor unit. Additionally, the Town owns the trash compactor, but no other boxes are owned by the Town of Weathersfield, including the glass box and trash overflow box. Thus, prior to June 30th, Casella will be removing the glass dumpster only. Alva Waste and I scheduled a meeting for Wednesday, June 3, 2020 to review the contract for Single Stream Recycling & a Trash Overflow box. A draft report for Reading and W. Windsor has been assembled and is currently under review. A meeting with the Select board Representative to Solid Waste and the Highway Superintendent will take place to finalize this report.

ASCUTNEY FIRE DISTRICT #2

The Prudential Committee approved the transition of Management for the Water Department and FY21 budget (Attachment B). The Ascutney Fire District #2 is holding its Annual Meeting on June 9, 2020. I encourage residents of AFD#2 to attend this meeting.

TOWN FOREST PROJECT I'm in the process of reviewing all of the information involved in this project. A lot of work has been done to date and I anticipate providing a full report to the public this Summer. Due to COVID-19 restrictions, I recommend we

hold this meeting outside so that all Weathersfield residents with an interest in this project can be heard.

ITEMS UNDER REVIEW

Town Forest/Abbott Report (May 18th/ June 1)
Road Grader RFP (May 18th)
Dump Truck RFP (May 18th)
Fire Department Report (TBA)
IT Managed Services (TBA)
Performance Evaluations (Scheduling throughout May/June)
Town Plan (Under Review)
Proactive Grant System (In progress)
Analysis of Existing Service (In progress)
Office Restructure (In progress)
Financial Analysis (In progress)
Capital Improvement Plan (TBA)
Information Management Analysis (TBA)

Attachment A

Weathersfield COVID-19 Workplan
Effective June 1, 2020

A. Purpose

This plan describes the implementation of mandatory health and safety requirements established by the Vermont Department of Health, VOSHA, and the Vermont Agency of Commerce and Community Development in accordance with Governor Scott's COVID-19 Executive Order and subsequent Addenda as well as guidelines from the Centers for Disease Control.

B. Responsibilities

Town of Weathersfield has assigned the following individual(s) to serve in the role of health officer. The health officer has the authority to stop or alter activities to ensure that all work practices conform with the mandatory safety and health requirements applicable to COVID-19. Brandon Gulnick, Town Health Officer For the purpose of ensuring compliance with the most recent safety and health requirements, the Town Health Officer is responsible for administering this plan, monitoring agencies for new requirements, updating this plan, communicating any changes to employees, and monitoring the overall effectiveness of the plan. This person is also responsible for providing employees with a copy of this plan upon request.

C. Determination of Exposure Risk by Job Duty

We have determined the COVID-19 exposure risk level of all municipal functions to ensure that we apply appropriate hazard controls – including training, equipment, and

personal protective equipment (PPE) – to protect employees’ safety and health. This assessment is based on OSHA Publication 3900. Classes of employees have been assigned to risk categories as follows:

Work Area and/or Job Duties	COVID-19 Risk Level
EMS/Rescue/Ambulance	High
Police Department	Medium
Highway Department	Low
Office Staff (Town Clerk, Finance, Treasurer, Human Resources/ Admin., Listers)	Low
Land Use Administrator (Limited Access to the Public)	Low
Firefighters (Not providing patient transport)	Medium
Firefighters (Providing patient transport)	High
Solid Waste Personnel	Medium
Town Manager	Medium
Water Operators	Low
Emergency Management Director	Medium

D. Hazard Control Measures

Weathersfield is implementing the following hazard control measures to minimize employees’ workplace exposure to COVID-19.

- Face-to-face meetings are limited and require that both parties follow Hazard Control Measures as described in the Safety & Health Workplan.
- Use of face masks is mandatory within the workplace when in the presence of others.
- Plexiglass barriers have been installed at cashier stations and other fixed locations where customer service contact occurs. Barriers must be used to the maximum extent possible.
- Every employee has received training that meets the VOSHA and ACCD requirements for COVID-19 content and acceptable work practices.
- It is mandatory for employees to maintain six feet (6’) of physical separation (social distancing) at all times, including when interacting with the public, with the exception of certain public safety and medical encounters that require close personal interaction.

- In office settings, workstations are separated by at least six feet (6') to maintain social distancing requirements. Two stations are unable to be separated six feet (6') and in those settings employees are required to wear a face mask when more than one (1) employee occupies the office.
- No more than two (2) employees are permitted to travel together in a single vehicle.
- Common employee areas are closed to the extent feasible. Where common areas are not closed, employees have been trained to maintain six feet (6') of physical separation, and in each room a reminder sign is posted to aid compliance.
- All restrooms, common areas that remain in use, doorknobs/handles, tools, equipment, and other frequently touched surfaces are disinfected before, in the middle of, and at the end of each shift. All contact surfaces of vehicles used by more than one person are disinfected at the end of each person's use. All disinfectants are EPA-approved or otherwise comply with CDC disinfection guidance.
- Each employee is responsible for his/her own workspace. Common areas will be cleaned on a rotating schedule by all employees.
- To monitor employee health at the beginning of each shift, all employees are asked whether they have certain symptoms, and their temperature is checked. Employee monitoring procedures are performed by HR (Susanne Terrill). Employees have been trained to not report to work if they are ill or exhibit signs or symptoms of COVID-19.
- Signs at all entrances indicate that all employees must wear masks, that all entrants are strongly encouraged to do so, and that individuals with COVID-19 symptoms shall not enter the premises.
- When feasible, garage doors and/or windows are opened to encourage the flow of fresh air.
- Travel between worksites is minimized to the extent feasible.
- Adequate handwashing facilities and products are provided for all employees. Where soap and water are not available, hand sanitizer is provided.
- A safe process for receiving supplies and deliveries is in place and strictly adhered to.

E. Personal Protective Equipment

In general, most employees will not have a need for true personal protective equipment as they will not be using N-95 respirators. Should an employee desire to

voluntarily use an N-95 mask, we will provide them with a copy of OSHA 1910.134 Appendix D.

F. Training

All employees have completed the COVID-19 training program developed by VOSHA. In addition, supervisory staff regularly reinforce safety and health requirements and monitor adherence to the elements stated in this plan. Given the nature of the COVID-19 pandemic, we will respond to new safety and health information, implement new procedures or practices if or when they are required, and update this plan to incorporate new requirements or changes in work practices.

Documentation that confirms employees have completed the COVID-19 training is located:

Online: [Weathersfieldvt.org/covid-19localresourcecenter](https://weathersfieldvt.org/covid-19localresourcecenter)

Email: Weathersfield@weathersfield.org

Attachment B: AFD#2 Budget

Current Yr Pd: 10 - Budget Status Report

Account	Budget	FY 20 Actual as of 04/29/20	Projected 2020 Year End	FY 2021 Budget
25-6 REVENUES				
25-6-101-01.00 Water Fee Revenue	71,000	62,544	71,000	89,222
25-6-101-02.00 Hookup Fee Revenue	3,000	3,750	3,750	1,500
25-6-101-03.00 Grant Revenues	-	-		-
25-6-101-04.00 Interest Revenues	25	22	15	25
25-6-101-05.00 Rental Revenues	-	-		-
25-6-101-92.00 Transfer in Reserves	-	-	10,795	
25-6-101-99.00 Miscellaneous Revenue				-
Revenue Subtotal	\$74,025.00	\$66,315.42	\$85,560.00	\$90,747.00

25-7 EXPENSES				
25-7-101-10.00 Salaries and Wages	11,000	8,083	10,544	15,955
25-7-101-11.00 FICA	842	618	807	1,221
25-7-101-13.00 VMERS Retirement	-	-	-	-
25-7-101-14.00 Insurance Benefits	-	-	-	-
25-7-101-16.00 Workers' Compensation	510	-	-	1,276
25-7-101-17.00 Unemployment Insurance	-	-	-	-
25-7-101-20.00 Supplies	800	996		800
25-7-101-21.00 Postage	1,100	621	745	1,000
25-7-101-22.00 Office Expenses	400	250	300	400
25-7-101-23.00 Legal Notices	150	-	-	1,000
25-7-101-27.00 Training	250			1,200
25-7-101-30.00 Electricity	6,500	6,671	8,000	7,500
25-7-101-31.00 Gas	1,300	400	480	1,200
25-7-101-40.00 Town Admin Support	4,000	4,000	4,000	9,085
25-7-101-41.00 Highway Admin Support	200	328	328	-
25-7-101-43.00 Legal Fees	200	2,454	2,454	1,500
25-7-101-44.00 Outside Services	500	989	11,784	1,750
25-7-101-45.00 Financial Review	2,000	-	-	2,000
25-7-101-46.00 VLCT Dues & Other dues	1,305	1,117	1,305	1,305
25-7-101-48.00 Insurance	1,700	1,612	1,700	1,700
25-7-101-49.00 Bank Fees and Interest	50	-	-	50
25-7-101-60.00 Repairs and Maintenance	5,000	2,582	3,500	5,000
25-7-101-65.00 Testing	500	712	854	1,200
25-7-101-74.00 Recording Fees	100	-	-	-
25-7-101-75.00 State Operating Fees	800	391	469	800
25-7-101-80.00 Loan Expenditures				
25-7-101-91.00 Depreciation Expense		-		1,500
25-7-101-92.00 Transfer out Reserves	2,513	-	-	-
25-7-101-93.00 Mileage/Travel	-	36	36	1,000
25-7-101-98.00 Debt Service	31,805	31,805	31,805	31,805
25-7-101-99.00 Miscellaneous	500	119	200	500
Capital Reserve				
Expense Subtotal	74,025	63,785	79,311	90,747
Total Rev to Exp	-	2,531	6,249	0

- 6.) Consider a Vote to establish a written agreement between the Town's Reserve Funds and General Fund up to \$500,000.00

Steve Hier, Town Treasurer presented a letter to the Select Board along with a financial summary report from Darlene Kelly for the current year through 5-27-20.

TO: Weathersfield Select board

FR: Steven Hier, Treasurer

DA: May 20, 2020

RE: Line of Credit In an effort to further clarify my request lets divide what we normally do for cash flow borrowing separate and apart from what impact COVID-19 might have on it this year.

The bulk of our revenue comes from property taxes which are paid quarterly. Our expenses are paid out mostly on a monthly or weekly basis. There are times of the year where our revenue does not come in quickly enough to provide cash to pay our bills. At those times we borrow from our bank and then repay the bank when our cash flow improves. We usually do a Line of Credit which allows us to borrow the money only when we need it and pay it back as soon as our revenue catches up.

A "NORMAL" YEAR

So, in a normal year we run the highest risk of being short of cash in the weeks leading up to the tax collection dates. So mid-June to mid-August, mid-October to mid-November, mid-February to mid-March, and mid-April to mid-May are the likely times we would need to borrow cash which we would repay just after the tax collection date. Say we borrowed \$ 75,000 each time and paid it back (plus interest) three weeks after each borrowing. The bank considers that a \$ 300,000 line of credit (\$ 75,000 borrowed four times during the year). We only pay interest on this money when we actually draw down on the line of credit. In this example we would have paid 12 weeks of interest on what we borrowed, \$ 75,000.

If our upcoming 2020-2021 budget year will be a "normal" year I believe that a line of credit of \$ 200,000 would be sufficient.

I have done a cash flow projection for next year. Even without the complications of COVID-19 there would be periods during the year where our expenditures will exceed our revenues and we will have a negative cash flow. If we could project FY21 to be a normal year I would suggest that we look to do a \$ 200,000 Line of Credit.

The Town does have just over \$ 1,018,000 in its Reserve Funds. Some of you will remember that we borrowed \$ 190,000 from these funds last summer to help finance the Center Road paving project. We are repaying that money, with interest, over a five-year period. This practice was approved by our auditors. We pay the Reserve Funds interest that would match what we would otherwise pay our bank. That helps to grow those funds.

It seems to me that using our Reserve Funds for our cash flow borrowing makes perfect sense. We would be using only a small portion of the \$ 800,000 remaining in Reserve Fund cash and only for 3-4 weeks each quarter at most. We would pay the Reserve Funds interest at a rate similar to what our bank would charge. That money would help to grow our Reserve Funds instead of being paid to the bank.

I recommend that the Board authorize the Town Manager and the Town Treasurer to establish a written agreement between our Reserve Funds and our General Fund such that the Town may borrow up to \$ 200,000 from the Reserve Funds at an interest rate comparable to what we would pay to our bank to cover temporary cash flow needs.

We would only draw on the Reserve Funds when we need money to cover cash flow. The interest paid would be distributed among the individual reserve funds.

POSSIBLE IMPACT OF COVID-19

It seems pretty likely that we will not be able to send tax bills out on our regular schedule and that the August tax collection date will need to be pushed back into September. That will increase the amount of money we need to borrow temporarily to meet our cash flow needs for that delay of about a month.

How likely is it that this coming budget year will be a normal year? It certainly seems possible, if not likely, that there could be an increase in delinquent taxes. Individuals who have been out of work and businesses that have been closed may not be able to pay their taxes in full on time. Those taxes may go delinquent or even could be abated in some cases. Less money comes in each quarter in tax revenue. However, we still have bills to be paid, and we still are required to turn over to the school district the full amount of school taxes.

This borrowing is different in scope. Now we are not talking about a couple of weeks until tax revenue comes in. We need to borrow the money until the delinquent taxes are paid or any deficit due to an increase in abated taxes is made up. Here is where we need to be more careful about accessing our Reserve Funds cash. How much of that money do we want to tie up and for how long?

We won't likely know the extent of any issue we have until we start collecting taxes. At that point we will have to assess the nature of our issue and determine the best way forward. That will take a bit of time. We may need additional cash in the meantime especially in order to make the school tax transfer. Here is where the Reserve Funds can be used – only in the short term unless we decide otherwise at the time – to buy (excuse the pun) us time to decide the best way forward.

So, it would seem prudent to increase the limit on borrowing from the Reserve Funds above the \$ 200,000 suggested above. I would suggest \$ 500,000 as a limit instead. This would give us room to pay out an additional warrant or to make our school tax transfer despite a rise in unpaid taxes. Again, this would be only a temporary, short term solution that would give us time to address any longer-term solution needed.

I would change my recommendation made above such that that the Board authorize the Town Manager and the Town Treasurer to establish a written agreement between our Reserve Funds and our General Fund such that the Town may borrow up to \$ 500,000

from the Reserve Funds at an interest rate comparable to what we would pay to our bank to cover temporary cash flow needs.

We would only draw on the Reserve Funds when we need money to cover cash flow. The interest paid would be distributed among the individual reserve funds.

Michael Todd made a motion to “establish a written agreement between our Reserve Funds and our General Fund such that the Town may borrow up to \$500,000.00 at an interest rate comparable to what we would pay to our bank to cover temporary cash flow needs for Fiscal Year 2020-2021.

John Arrison 2nd

Joey Jarvis asked if the Select Board should lock in a rate?

Steve Heir noted that the rate is 2%.

Vote - unanimous

- 7.) Consider a vote to request an extension to August 15th for filing the abstract Grand List this year.

The Select Board received a letter from the Weathersfield Board of Listers requesting to file for the extension that the State of Vermont has offered, which would allow them to file the Grand List no later than August 15th.

Paul Tillman made a motion to extend time for the Listers to file an extension to August 15, 2020 if needed to create the grand list.

Joey Jarvis – 2nd

Vote – Unanimous

- 8.) Discussion – Fire Truck Insurance

AVFD purchased a 1998 Spartan 75-point ladder truck. The anticipated delivery date is within the next 2 weeks. Previous ladder truck has been paid off.

The new ladder truck was added to the Town’s insurance policy, which now has 2 ladder trucks on the insurance. This increases the Town’s insurance by \$441. AVFD has agreed to pay for this increase.

John Arrison made a motion to extend the meeting until 9:30 pm

Paul Tillman – 2nd

Vote – unanimous

Discussion was had that this was not part of the contract that was extended for 6 months due to COVID between the Town and AVFD. AVFD purchasing a new truck had been previously discussed at the January 13, 2020 Select Board meeting, at which time it was

tabled for further discussion. David Fuller suggested having Town Counsel review the contract and send a letter to AVFD.

Brandon Gulnick, Town Manager noted that the \$441 was less than what it would cost to reach out to legal counsel regarding the matter as they will tell them what they already know.

- Purchasing Policy that AVFD signed has been violated.
- Truck was added to the Town's insurance without knowledge of the Select Board or Town Manager.

John Arrison suggested tabling this topic until the Town Manager could draft a letter to AVFD with what the Select Board knows regarding the purchasing policy and insurance.

John Arrison made a motion to table

Michael Todd – 2nd

Vote – unanimous

9.) Consider a vote to advertise the RFP for a Tandem Axle Dump Truck

Ray Stapleton and the Town Manager presented the RFP for a Tandem Axle Dump Truck

Michael Todd made motion to extend the meeting 15 minutes

Joey Jarvis 3rd

Vote-unanimous

After the Select Board reviewed the RFP, suggestions were made to change the following:

Under "General" on page 2 "N" expected rear drive axle(s) load change from 40,000 to 44,000 lbs.

Under "Dump Bed" on page 9 "A" add or equivalent

Page 9 "B" change from Plow and Sander to Plow, Plow Wing and Sander

Under "Services and Support" on page 10 "C" change "must" to preferred.

Michael Todd made a motion to approve the RFP Dump Truck with the noted changes on pages 2, 9 and 10.

Paul Tillman – 2nd

Vote – unanimous

10.) Consider a vote to advertise the RFP for a Motor Grader

Brandon Gulnick, Town Manager recommended the Select Board table the RFP for the Motor Grader due to a letter he received from Jeffrey Slade, Territory Manager for Milton regarding the specifications that were listed, until he and Ray had time to review and change the specifications.

Paul Tillman made a motion to follow the recommendation of the Town Manager and table the RFP for the Motor Grader until June 15, 2020 Select Board Meeting.

Michael Todd – 2nd

Vote – unanimous

- 11.) Appointments – Tabled
- 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 June 1, 2020 as follows:

General Funds	Operating Expenses \$32,276.50 Payroll \$15,079.21
Highway Fund	Operating Expenses \$24,927.53 Payroll \$8,592.91
Solid Waste Management Fund	Operating Expenses \$7,979.88 Payroll \$1,470.58
Library	Operating Expenses \$0.00 Payroll \$1,799.54
Grants	Operating Expenses \$293.46
Special Revenue	Operating Expenses \$0.00
Reserves	\$0.00
Long Term Debt	\$0.00
Grand Totals	Operating Expenses \$65,183.9 Payroll \$26,942.24

Michael Todd 2nd

David Fuller asked about the charges on page 2 of 4 for Commercial Card Services. They all have the same check number listed. He requested information for the \$366.70 under Emergency Management.

Vote - Unanimous

13.) Any other business - none

14.) Adjourn

Paul Tillman made motion to adjourn the meeting

Michael Todd 2nd

No discussion

Vote – unanimous

Meeting was adjourned at 9:42 pm

Respectfully,
Chauncie Tillman
Alt. Recording Secretary

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

Select Board
Martin Memorial Hall
5259 Route 5, Ascutney VT
Monday, June 15, 2020
7:00 PM
REGULAR MEETING

MINUTES

Select Board Members Present: N. John Arrison
Joseph Jarvis
Michael Todd
Paul Tillman (online)

Select Board Members Absent: David Fuller
Brandon Gulnick, Town Manager

Others Present:

Chief Daniels	Martha Staskus (online)	Sean Whalen (online)	
Ray Stapleton	Steve Hier (online)		
Chris Whidden (online)	Darlene Kelly (online)		

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. Todd ran the meeting. The meeting was recorded for SAPA TV.

1. Call to Order

In Mr. Fuller's absence, Mr. Todd called the meeting to order at 7:04PM.

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

There were no comments from the Selectboard members.

Mr. Gulnick asked to have Mr. Whidden's appointment moved up to item number 4 on the agenda.

Motion: To move the appointment of Mr. Whidden to immediately follow review of the minutes.

Discussion on the motion: None

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

Vote: Unanimous in favor

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There were no comments from citizens.

3. Review minutes from previous meetings – June 1, 2020

Additions/corrections/deletions:

a. None

Motion: To accept

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

Discussion on the motion: None

Vote: All in favor

4. Consider a Vote to Sign Preferred Site Letter – Green Lantern Solar

The letter was from the Planning Commission.

Motion: to sign the letter of preferred site

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

Discussion on the motion:

Mr. Todd said this project would be on the Pegasus Farm (the old Morrill farm) on Route 106 south of Perkinsville Village.

Mr. Arrison said he was uncomfortable considering something a preferred site on private property. He said the determination is subjective. He said the project will be visible from Route 106 “to some extent” according to the consultant’s report – to some this may be objectionable, to others it may not be. He objected to the word “preferred”.

Mr. Todd said the Planning Commission had been working on this for several months. The Commission had originally said “no” to the preferred site status. However, Green Lantern worked with the Commission and the Commission learned a great deal.

Mr. Todd said that the preferred site letter for this project has been designed to be conditional in nature, much like a conditional use permit. The conditions set by the Commission must be met or the preferred site status can be taken away (although it is unclear if that can actually happen).

This project must go through the Act 248 process (PUC). The Town has standing.

Mr. Todd said the Commission first heard of this in the “Enhanced Energy Plan”, an “upgraded plan to the Town’s energy plan”. The Enhanced Energy Plan requires preferred siting. He said former Zoning Administrator Sven Fedorow strongly encouraged the Commission to not agree to this, because it was akin to “signing off”.

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The Commission created a checklist to determine if the Commission felt a site was preferred (or not). This letter is an outcome of that work.

The Commission could not require a decommissioning bond, because that would imply entering into a private contract, which statute does not allow. But the request is in the “conditions” of the preferred site status – that private landowners have that discussion with the developers.

Mr. Fedorow sent letters to all of the abutters very early on in the project to allow ample opportunity to comment.

Mr. Stapleton asked if the farmland on this site comes into the discussion. Mr. Todd said the two upper fields have more to do with wetlands and wet soils. The State has said that agricultural soils are not a limiter to putting these sites in.

Vote on the motion: All in favor

Motion: To recommend naming Chris Whidden as Deputy Health Officer

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

Discussion on the motion: None

Vote: All in favor

5. Town Manager Report

(Martha Staskus of Norwich Solar was present online for this discussion.)

Highway Garage solar project – ANR is requesting a slight modification to the layout of the array so as to provide a 100-ft buffer around several potential roost trees for northern long-eared bats. A plan showing the alteration was provided to the Board. As a courtesy, Ms. Staskus was offering to meet with Board members on the site to view the proposed changes.

Ms. Staskus said that visibility won't change. Parking at the garage will be affected during installation of the array. The array will not block the sand delivery truck route.

Mr. Arrison asked if the Planning Commission had given this project the same scrutiny as the Morrill farm project. Mr. Todd said that issue had been raised by Green Lantern, who felt they were not being treated fairly. The Commission actually had less to do with this project than the Morrill farm project, because the Highway Garage project went primarily through the Selectboard due to its being on Town-owned property. Mr. Arrison said he wanted to be sure the Town was treating everyone the same.

Ms. Staskus said the Highway Garage and the Transfer Station have been designated as preferred locations by the Planning Commission and the Selectboard. She said the Selectboard had authorized Mr. Fedorow and he executed the option to lease. This will

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provide the Town with an \$11,000 annual payment for rent. It also has the net metering agreement that provides a discount to the Town's meters. This project is significantly further along than the Green Lantern project. The application has already been filed with the PUC.

The location of the waterline to Belliveau's house from the well will be confirmed within the 25-ft right-of-way prior to installation of the array.

No action from the Board was needed on this agenda item. It was strictly informational.

Ray Stapleton, John Arrison (highway representative) and Brandon Gulnick will meet with Ms. Staskus at the site on Tuesday afternoon.

Transfer Station array update – The ANR Dept. of Environmental Conservation has requested that a limited phase two environmental assessment be conducted. It constitutes digging holes to take groundwater tests and two locations for taking surface water tests to the east of the array and on the north by the stream. Norwich Technology is willing to move forward with that work if the Town is ready to execute the option agreement for the project. It has the same criteria as the Town Garage option agreement that was executed when Mr. Fedorow was the interim manager.

Since this discussion was occurring under the Town Manager's Report agenda item and not as a separate, clear topic on the agenda, it was decided to table this discussion to the next meeting.

Ascutney Fire District – At the annual meeting on June 9th it was voted to expand the boundaries of the district to Lavigne Road; it was also voted to merge with the Town – all administrative work will be conducted by Town staff; and Wendy Smith was voted in as a new member of the Prudential Committee. Mr. Gulnick said he is looking into ways to increase revenue to the district (bottled water, canoe/kayak access to the Connecticut River, grants, etc.)

The Ascutney Volunteer Fire Department violated its contract with the Town when they put their new truck on the Town's insurance without the Town's consent. They are looking into insuring all of their equipment and their building on their own insurance.

The website redesign is about 85% complete. Mr. Gulnick would like to schedule an hour with the Board and the public to explain the new design and gather feedback.

Transfer Station: Mr. Gulnick is working with Reading and West Windsor to create an equal payment schedule for the three towns. Conversations thus far have been mostly positive.

6. Consider a Vote to Adopt the Vermont Local Government Resolution

Motion: To accept the Vermont Local Government Resolution

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

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Discussion on the motion: The resolution came from the Vermont League of Cities and Towns as a sort of “nudge” to the Legislature.

Vote: All in favor

7. Education Tax Rate Discussion

Ms. Kelly said this was to make the Board aware of what the State is telling us as to when we might see the tax rates. At this point we do not know when education rates will be set. This will have a significant effect on cash flow, particularly in the first quarter.

It is unknown at this time if only the first tax due date will be moved or if others will be moved as well.

The Homestead declaration deadline has been extended with the extension of the first tax due date (July 15th). Some of the tax bills may have to be reprinted as the result of this extension.

The Listers have completed their assessments.

8. Holiday Schedule for the Town (54:20)

Sean Whalen, chair of the School Board, asked the Board to reconsider observing Martin Luther King, Jr. Day as a holiday (meaning the Town Office would be closed and the employees would have a paid holiday.) The Board had voted on January 6, 2020, to not make it a holiday.

Mr. Todd said the Board’s vote was not intended to imply that MLK Jr. Day should not be observed as a holiday. The Board was willing to have the employees observe it as a floating holiday if they chose. The employees chose instead to keep the day after Thanksgiving or the day after Christmas (depending on what day Christmas fell on) as their floating holiday.

Mr. Whalen argued that MLK Jr. Day is every bit as important as Memorial Day and Veterans Day.

Mr. Jarvis said he strongly agreed with Mr. Whalen.

Mr. Arrison countered that holidays are squandered and not spent as they should be. He felt it would be better observed if children were in school and the school spent the day in activities centered on the day.

Mr. Tillman said he wants it as a holiday for the town.

Mr. Todd said he wanted to wait on the vote until all five members of the Board were present. It was agreed to continue the discussion on a future agenda.

Motion: To move on

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

Discussion on the motion: None

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Vote: All in favor

9. First 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)**

Mr. Hier and Ms. Kelly explained that the items were requested by the auditors. They are either new policies or revised versions of existing ones.

Steve Hier drafted the new policies. The Conflict of Interest and Ethical Conduct Policy came from the VLCT model. This one in particular will make us eligible to receive Federal grants. Mr. Arrison objected to the wording under Article 11.A (1), Enforcement. It seemed to allow the chair of the Board to discipline a member of the Board, which Mr. Arrison felt was inappropriate. It was agreed to amend the wording to include the words, “at the direction of the select board” or something similar, to #1 of that section. Mr. Hier will make the change.

That ended the first reading. The second reading will be on the next agenda.

10. Consider a Vote to Advertise the RFP for a Tandem Axle Dump Truck (1:17)

The vote on this has already been done and is recorded in the minutes. The requested changes have been made.

Mr. Gulnick asked for clarification on the RFP – is it to be one single RFP? Mr. Todd thought it was a single RFP with a specific body type broken out in the bid.

We are going with a Vermont State bid or its equivalent.

No vote was needed for this item.

11. Vote the Renewal of Certificate of Approval for Location of a Salvage Yard – Hodgdon Junkyard

Motion: To approve the Certificate of Approval for Location of a Salvage Yard for the Hodgdon Brothers Salvage Yard at 4678 Route 5

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

Discussion on the Motion: None

Vote: All in favor

12. Consider a Vote to Approve the COVID-19 Phased Re-opening Plan

Motion: To accept the Covid-19 Phased Re-opening Plan

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

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Discussion on the motion: The plan is for the office and the downstairs for meetings. The employees favor the use of masks in the building until further notice.

Phase 1 is for June 22nd to July 1st so staff can experiment with the plan. Phase 2 will begin July 1st. It will allow 10 people to be in the building at any one time in addition to staff.

Tape has been put on the floor to keep people 6 feet apart. Masks will still be required during this phase.

The company that cleans the building will be given a checklist so staff will know what has been cleaned and when it was last done.

Public use of the downstairs will be revisited on July 27th. At this time, it is considered not a good idea to open the downstairs to public use. Mr. Gulnick wants to work with the people who use the space on a regular basis to come up with a plan to be safe. The space will have to be cleaned between uses. There will need to be a health officer present when the space is in use to enforce distancing and such.

Mr. Tillman asked how the Town will accommodate the Planning Commission public hearing that is scheduled for June 22nd. The Governor has increased the group size limit to 25 people – do we have the space to accommodate that size? No decision was made.

Vote on the motion: All in favor

13. Consider a Vote to Amend the Personnel Policy

This amendment pertains to the Vacation Leave Policy. Mr. Arrison wanted to table this discussion.

Motion: To table

Made by: Mr. Arrison **Second:** None

Motion failed for lack of a second.

Mr. Gulnick explained that the changes were made to the policy to align it with other cities and towns.

Motion: To accept the amended vacation policy

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

Discussion on the motion: None

Vote: All in favor

14. Consider a Vote to Approve the 07/05/20 Application for Fireworks Display

Motion: To approve John Arrison's application for a fireworks display at 160 Center Grove Road on 7/5/20

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

Discussion on the motion: None

Vote: Mr. Arrison abstained; all others voted in favor

Motion: To extend the meeting 15 minutes

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

Discussion on the motion: None

Vote: All in favor

15. Consider a Vote to Approve the 08/28/20 Application for Fireworks Display

Motion: To approve John Arrison's application for a fireworks display at 160 Center Grove Road on 8/28/2020.

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

Discussion on the motion: This application was previously approved in May for a private event.

Vote: Mr. Arrison abstained; all others voted in favor

16. Appointments

a. **Deputy Health Officer** – Chris Whidden (See above)

b. **ZBA Alternates**

16.b.i. **deForest Bearse**

16.b.ii. **Dave Gulbrandsen**

Motion: To appoint deForest Bearse and Dave Gulbrandsen as alternates to the Zoning Board

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

Discussion on the motion: None

Vote: All in favor

17. Approve Warrants

Motion: To approve the warrants for 6/15/2020 as follow:

General Funds	Operating Expenses	\$79,287.69
	Payroll	\$15,838.63

Highway Fund	Operating Expenses	\$12,799.83
	Payroll	\$8,422.80

Solid Waste Management Fund		
	Operating Expenses	\$8,244.95
	Payroll	\$1,513.19

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Library	Operating Expenses	\$0.00
	Payroll	\$1,799.54
Grants	Operating Expenses	\$672.43
Special Revenue	Operating Expenses	\$0.00
Reserves		\$0.00
Long Term Debt		\$0.00
Grand Totals	Operating Expenses	\$101,004.90
	Payroll	\$27,574.16

Made by: Mr. Arrison **Second:** Mr. Jarvis
Vote: All in favor

18. Any Other Business

19. Adjourn

Motion: To adjourn the meeting

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

Vote: All in favor

The meeting adjourned at 9:03 PM

Respectfully submitted,

deForest Bearse

WEATHERSFIELD SELECTBOARD

N. John Arrison, Selector

David Fuller, Chairperson

Joseph Jarvis, Clerk

Paul Tillman

Michael Todd, Vice- Chairperson

Select Board Meeting 6/29/2020

Those present: Brandon Gulnick, Dave Fuller, Mike Todd, Paul Tillman, John Arrison, Joe Jarvis, Darrin Spaulding, Mark Girard.

This was a special meeting that took place via phone call, in compliance with Vermont's current open meeting law.

Mr. Fuller called the meeting to order at 7:00

A motion was made to approve the request for a fireworks display permit for Saturday July 4th, 2020 at 163 Thrasher Road and waive the normally required 21 day waiting period due to complications related to COVID-19.

Motion: Mike Todd

Second: John Arrison

Vote: Unanimous

This was the only item on the agenda for tonight's meeting. The permit application was reviewed for accuracy and completion prior to the meeting.

A motion to adjourn was made at 7:09 PM

Motion: Mike Todd

Second: John Arrison Vote: Unanimous

MEMORANDUM

To: Weathersfield Selectboard
CC: Weathersfield Residents
From: Town Manager
Date: 07/02/2020
Re: 6648 VT Route 131

On June 19, 2020 Otis Munroe (Assistant Planner, SWCRPC) notified me that the FEMA acquisition/demolition (buyout) for the property at 6648 VT Route 131, also known as the Amsden Store is close to awarding the grant for the project and has sent the Town terms and conditions for the town to sign. FEMA will only cover 75% of the total project cost and the homeowner will be responsible for the remaining 25% according to the Terms & Conditions of the Grant Award. According to Mr. Munroe, the project has been difficult because of the low assessed value of the property. The owner is reluctant to accept the amount they would likely be offered. Vermont Emergency Management has been working on finding additional funding sources to cover the cost of the project, however, no funding has been secured at this time. On Tuesday, June 30, 2020 I met with Otis Munroe to discuss the project further. There are questions as to whether the Town will be interested in assisting with the 25% match requirement. Stephanie Smith (State Hazard Mitigation Officer, Vermont Emergency management) and Otis Munroe will be attending the meeting on Monday to answer any questions the Selectboard and I may have.

Please see the attached Terms and Conditions, which include the project description/ scope of work, federal funding, non-federal funding, and the general terms and conditions for the project.

Terms and Conditions

Major Disaster: FEMA-DR-4356-HMGP-VT

Hazard Mitigation Grant Program Project Number: 4356-4R

Project Name: Weathersfield (Town of) 6648 VT Route 131 Acq/Demo

Project Location: 6648 VT Route 131, Weathersfield, VT 05151 Latitude:43.405669, Longitude: -72.505901

Project Description / Scope of Work:

The Town of Weathersfield will acquire the property at 6648 VT Route 131 and demolish all existing structures within the parcel to return the property to its natural state as open space in perpetuity. Demolition will also include: 1) Removing all the debris from the site; 2) Filling in the foundation and basement; 3) Demolishing and in-filling the stone dry well; 4) Filling, cutting, and capping the well; 5) Removal of the septic tank, or crushing on site and filling with clean fill; 6) and Filling, seeding, grading, and mulching of the property.

The staging areas will be located directly north and south of the building. The stone wall at the back of the property and the sections of the mill spillway that remain along the river from the historic use of the property will not be disturbed as part of this undertaking.

Federal Funding:

The federal award is \$43,125.00, which is 75% of the total approved project cost of \$57,500.00.

Non-federal Funding:

As a condition of the federal award, the Recipient is required to contribute a non-federal match of \$14,375.00 which is 25% of the total approved project cost.

Source: Homeowner

Type: Cash

The Recipient is responsible for the non-federal share and any actual costs that exceed the total approved project cost. The Recipient will follow all non-federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with 2 C.F.R. § 200.306. The non-federal match must be available at the time FEMA approves the federal award. The Recipient will ensure the non-federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the non-federal entity's records;
- Are not included as contributions for any other federal award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under Subpart E - Cost Principles;

- Are not paid by the federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
- Are provided for in the approved budget when required by the federal awarding agency.

Overview. The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program (“HMGP”) with which both the Recipient and Sub-recipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the federal award and disallowance of some or all costs.

I. General Terms and Conditions

The Recipient and Sub-recipient must comply with the terms and conditions set forth in the FEMA-State Agreement and the 2018 Department of Homeland Security Standard Terms and Conditions.

II. Environmental and Historic Preservation Terms and Conditions

The Recipient and Sub-recipient must comply with terms and conditions set forth in the Record of Environmental Consideration (“REC”) for the project and summarized here:

- A. **EO 11990 CONDITION:** The Applicant is responsible for obtaining all required federal, state and local permits. Copies of permits or letters stating that permits are not required and all other documentation pertaining to these activities must be supplied to the state and FEMA as part of the permanent project files. All conditions imposed by any of these permits become conditions of this grant. Failure to comply may jeopardize FEMA funding.
- B. **NHPA:** All work must be completed from existing hard surfaces or within twenty (20) feet of the building. This twenty (20) foot buffer shall be delineated by temporary snow fencing (or similar) in areas outside of existing hard surfaces.
- C. **NHPA:** Outside of the twenty (20) foot buffer or existing hard surfaces, construction matting must be utilized during any work where heavy equipment will be driven or temporarily parked on site.
- D. **NHPA CONDITION:** (artifacts): In the event of the discovery of archaeological deposits (e.g. Indian pottery, stone tools, shell, old house foundations, old bottles) the Subrecipient and their contractor shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Subrecipient and their contractor shall secure all archaeological discoveries and restrict access to discovery sites. The Subrecipient shall immediately report the archaeological discovery to the Recipient (Stephanie Smith, 802 241-5362) and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204; FEMA will determine the next steps.

- E. **NHPA CONDITION:** (human remains): In the event of the discovery of human remains, the Subrecipient and their contractor shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The Subrecipient and their contractor shall secure all human remains discoveries and restrict access to discovery sites. The Subrecipient and their contractor shall follow the provisions of applicable state laws, including 13 VSA 3761 (Unauthorized Removal of Human Remains), 13 VSA 3764 (Cemeteries and Monuments Grave markers and historic tablets) and 18 VSA 5212 (Permit to Remove Dead Bodies), or any amendments or supplanting laws and regulations. Violation of state law will jeopardize FEMA funding for this project. The Subrecipient will inform the Office of the Chief Medical Examiner Dr. Steven Shapiro, 802-863-7320, the State Archaeologist Dr. Jess Robinson, 802 -272-2509, the Recipient (Stephanie Smith, 802 241-5362) and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in sensitive areas may not resume until consultation is completed and appropriate measures have been taken to ensure that the project is compliant with the National Historic Preservation Act.
- F. **RCRA CONDITION:** The applicant shall ensure that all debris is disposed in a manner that is consistent with the Vermont Waste Management Division Hazardous Waste Program guidelines or at a permitted site/landfill.
- G. **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project applicant shall handle, manage, and dispose of petroleum products, hazardous materials and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal regulations. These materials may include, but are not limited to propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, other petroleum products, used oil filters, fuel filters, cleaning chemicals, laboratory reagents, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.
- H. **RCRA CONDITION:** If any asbestos containing material, lead based paints, and/or other toxic materials are found during remediation or repair activities, the applicant must comply with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA).
- I. Comply with the Programmatic Agreement between FEMA and the State concerning Section 106 of the National Historic Preservation Act and any memorandum of agreement and/or secondary programmatic agreement entered into for the project;
- J. Obtain FEMA environmental and historic preservation review before commencing any change in the scope of work for the project.
- K. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

- L. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- M. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

III. Administrative Requirements Terms and Conditions

- A. The Recipient will notify the Sub-recipient in writing of all the sub-award information as required per 2CFR 200.331.
- B. The Recipient and Sub-recipient must comply with the requirements of 2 C.F.R. pt. 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards*. This includes, among other things, the requirement to comply with the procurement standards at 2 C.F.R. §§ 200.317-326.
- C. **Amendments.** The most common kinds of amendments are changes to the budget, change of scope requests, and extension requests.
 - 1. **Budget Amendments.** Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently \$250,000), the Recipient may not transfer funds for non-construction projects among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget for the entire HMGP grant award that FEMA last approved.
 - i. The Recipient must report any deviations from your FEMA approved budget in the first federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval. In addition, the Recipient will inform FEMA, as early as possible, when it estimates that it will not utilize the entire amount of the federal award and have excess funds at the end of the period of performance.
 - ii. The approval of any changes to the budget are entirely committed to FEMA's discretion.
 - 2. **Scope of Work Amendment.** The Recipient may request a change in the scope of work after FEMA approves the federal award so long as the new scope does not change the nature or total project cost of the activity, properties identified in any sub-application, the feasibility and effectiveness of the project, or the benefit cost ratio. Any requests for a change in the scope of work must be supported by adequate justification, to include a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, and a full description of the work necessary to complete activity.

- i. The approval of any changes to the scope of work are entirely committed to FEMA's discretion.
- ii. The Recipient must obtain FEMA's approval before the Recipient or Sub-recipient commences work on any change in the scope of work for the project.

3. **Extension Amendment.** If you determine that the work may not be completed and/or deliverables will not be finished within the sub-award period of performance and will exceed the prime award period of performance, a time extension is necessary.

- i. **Estimated Time of Completion.** The approved estimated time for the completion of this project is of **forty-two weeks (42) weeks**. The Recipient is responsible for setting the Subaward Period of Performance Start and End Date not to exceed the Prime Award period of performance established by FEMA. Any costs incurred outside the period of performance are not allowable.
- ii. The Sub-recipient through the Recipient must submit any request to extend the period of performance at least 60 days before the expiration of the prime award period of performance. The request must be in writing and must contain the justification detailed in the Hazard Mitigation Assistance Guidance, Part VI, § D.4.1, which includes a written explanation of the reasons for the delay, an outline of remaining funds available to support the extended period of performance, and a description of performance measures necessary to complete the activity.
- iii. FEMA will not process an extension request without justification and the decision to approve any extension request is committed entirely to FEMA's discretion. In order for FEMA to consider a request, the Recipient's performance and financial reports must be current.
- iv. FEMA will not approve extensions to the period of performance for delays caused by the lack of nonfederal match funding.

D. **Prime Award Period of Performance.** The FEMA established project completion deadline for **all sub-awards** under FEMA-DR-4356-HMGP-VT is **January 2, 2022**.

E. A non-federal entity, as explained in 2 C.F.R. § 200.309, may charge to a federal award only allowable costs incurred during the period of performance (except as described in 2 C.F.R. § 200.461) and any costs incurred before FEMA made the federal award or the pass-through entity makes a subaward that were authorized by FEMA or the pass-through entity.

- **Eligible Costs.** Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the federal award. The following costs associated with property acquisition and structure demolition are generally allowable:
 - Market value of the real property (land and structures) either at the time of sale or immediately prior to the most recent disaster or flood event, subject to

- applicable adjustments, provided State/local laws do not prohibit future improvements and/or require structure demolition
- For land already owned by ineligible entity, compensation is for the structure and for development rights only, not for the land. This includes any entity eligible to apply for award or subaward funding under the relevant funding program, even if the entity is not the Applicant or sub applicant for the project.
- Fees for necessary appraisals, title searches, title insurance, property inspections, and surveys
- Property tax liens or tax obligations can be extinguished with proceeds from property sale while performing the transfer of title
- Fees associated with the title transfer, contract review, and other costs associated with conducting the real estate settlement, including recordation of the deed and deed restrictions
- Demolition, site restoration, and site stabilization of the acquired site

Management Costs. Management costs are any indirect costs and administrative expenses that are reasonably incurred by a Grantee or subgrantee in administering a grant or subgrant award. A full list of the costs allowed as management costs are identified in the 2015 HMA Guidance Part IV H.3, Cost Estimate.

The following list provides examples of activities that are allowed for HMA funding:

- Eligible Applicant or sub applicant management cost activities may include:
 - Solicitation, review, and processing of sub applications and subgrant awards;
 - Sub application development and technical assistance to sub applicants regarding engineering feasibility, BCA, and EHP documentation;
 - Geocoding mitigation projects identified for further review by FEMA;
 - Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of mitigation activities;
 - Managing grants (e.g., quarterly reporting, closeout);
 - Technical monitoring (e.g., site visits, technical meetings);
 - Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs; and
 - Staff salary costs directly related to performing the activities listed above.
- **Ineligible Costs.** Certain property-related costs that are not allowable under HMA programs include, but are not limited to, the following:
 - Compensation for land that is already held by an eligible entity, even if the eligible entity is not the sub applicant for the project; however, compensation for development rights (e.g., obtaining an open space easement) may be an allowable cost
 - Property acquisition and structural demolition projects where State and/or local laws or ordinances create a legal condition that requires structure demolition and/or prohibits future development of the property (e.g., a coastal setback requirement)
 - Remediation, remediation plans, and environmental cleanup and certification of contaminated properties; however, permitted disposal of incidental demolition,

- household hazardous wastes, and fuel tanks that support a residential use only may be an allowable cost
- Aesthetic improvements and landscaping, new site property acquisition, and public infrastructure and utility development
- **Ineligible Activities.** Certain activities and their associated costs are not eligible. A full list of ineligible activities is listed in the 2015 HMA Guidance Part III E.2, Ineligible Activities. The following list provides examples of activities that are not eligible for HMA funding:
 - Projects that do not reduce the risk to people, structures, or infrastructure;
 - Projects that are dependent on another phase of a project(s) in order to be effective and/or feasible (i.e., not a stand-alone mitigation project that solves a problem independently or constitutes a functional portion of a solution);
 - Projects for which actual physical work such as groundbreaking, or construction of a raised foundation has occurred prior to award or final approval.
 - Projects for preparedness activities or temporary measures (e.g., sandbags, bladders, geotubes, or portable generators);
 - Projects constructing new buildings or facilities,
 - Projects that create revolving loan funds;
 - Activities required as a result of negligence or intentional actions, or those intended to remedy a code violation, or the reimbursement of legal obligations such as those imposed by a legal settlement, court order, or State law;
 - Landscaping for ornamentation (trees, shrubs, etc.);
 - Site remediation of hazardous materials (with the exception eligible activities, such as the abatement of asbestos and/or lead-based paint and the removal of household hazardous wastes to an approved landfill);
 - Forest management;
 - Prescribed burning or clear-cutting;
 - Creation and maintenance of fire breaks, access roads, or staging areas; and
 - Irrigation systems;
 - Studies not directly related to the design and implementation of a proposed mitigation project; and
 - Preparedness measures and response equipment (e.g., response training, electronic evacuation road signs, interoperable communications equipment).

F. **Intended Purpose.** federal award dollars must be used for their intended purpose. Recipients of a federal award have been awarded funds to carry out the goals and objectives identified in the award. These funds are subject to certain regulations, oversight, and audit. Recipients are stewards of federal funds, must account for costs and justify expenditures. When a non-federal entity receives federal award dollars they are entrusted with the appropriate expenditure. The following actions are violations to federal awards and are subject to criminal prosecution, fines, restitution, and civil penalties:

- Charging personal expenses as business expenses against the award.
- Charging for costs which have not been incurred or are not attributable to the award.

- Charging for inflated labor costs or hours, or categories of labor which have not been incurred (for example, fictitious employees, contractors or consultants).
- Falsifying information in grant applications or contract proposals.
- Billing more than one federal award or contract for the same work.
- Falsifying test results or other data.
- Substituting approved materials with unauthorized products.
- Misrepresenting a project's status to continue receiving government funds.
- Charging higher rates than those stated or negotiated for in the bid or contract
- Influencing government employees to award a grant or contract to a particular company, family member, or friend.

- G. **Conflict of Interest.** As required per 2 CFR § 200.112, the non-federal entity must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity if the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, in which the employee, officer or agent must recuse themselves or otherwise is not eligible to participate in the award. Where there is an organizational conflict, the prospective Recipient is not eligible for the award.
- H. **Duplication of Benefits.** HMA funds cannot duplicate or be duplicated by funds received by or available to Applicants, sub applicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subgrants from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. FEMA will treat benefits that are reasonably available as a duplication of benefits (DOB), even if the benefits were not sought or received. Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications can occur at any time and FEMA must be reimbursed for benefits identified or received after an award.
- I. **Closeout.** The non-federal entity must submit, no later than 90 calendar days after the end date of the sub-award period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The closeout period is not part of the sub-award period of performance, costs incurred during this 90-day period are not allowed and will not be reimbursed.
- i. The non-federal entity must liquidate all obligations incurred under the federal award not later than 90 calendar days after the end date of the sub-award period of performance.
 - ii. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with 44 C.F.R. § 206.438 and Hazard Mitigation Assistance Guidance (2015).

J. Programmatic Terms and Conditions

For property acquisition and structure demolition or relocation projects for the purpose of creating open space, Applicants and sub-applicants must comply with Title 44 CFR Part 80 and this guidance. A project may not be framed in a manner that has the effect of circumventing these requirements.

Generally, FEMA-funded property acquisition and structure demolition or relocation projects with the purpose of creating open space consist of the following: the community purchases a flood-prone structure from a willing seller and then demolishes or relocates it to a site outside the floodplain. The purchased property is deed restricted and maintained as open space in perpetuity to restore and/or conserve the natural floodplain functions. Although some communities elect to develop a site outside the floodplain and relocate structures to the new site, simpler acquisition and structure demolition projects require minimal environmental review, are considerably less expensive, and allow the homeowner to determine where to relocate.

Federal law requires properties acquired with FEMA funds in structure demolition or relocation projects to be maintained as open space in perpetuity and Recipients and subrecipients to be responsible for oversight in ensuring and enforcing proper land use and for coordinating with FEMA on any future land use or property disposition issues.

During the development of an acquisition project for open space, property owners must complete all of the actions that are required to implement the property acquisition and structure demolition or relocation.

- A. The Recipient and Sub-recipient must comply with 44 CFR Part 80 – Property Acquisition and Relocation for Open Space.
- B. The Recipient and Sub-recipient must comply with 44 CFR pt. 206, subpart N - Hazard Mitigation Grant Program.
- C. The Recipient and Sub-recipient must comply with the Implementation section in the 2015 Hazard Mitigation Assistance Guidance.
- D. The Recipient and Sub-recipient must comply with the Implementation section in the Hazard Mitigation Assistance Guidance Addendum.
- E. The Recipient and Sub-recipient must comply with terms and conditions for the project summarized here:
 - 1. **Clear Title.** The subrecipient shall conduct a title search for Weathersfield (Town of) 6648 VT Route 131 Acq/Demo. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, to identify other persons with a property interest if the owner is not the sole and actual titleholder, and to ensure that the title is clear (i.e., there are no mortgages or liens outstanding on the sale of the property). In addition, the property must not have easements or other encumbrances that are incompatible with open space and that would make the property either ineligible for acquisition or noncompliant with FEMA's open space land use restrictions (see Addendum Part A.6.2).
 - i. All known encumbrances that are incompatible with open space use must be revised or extinguished to ensure that the property use is consistent with the open space

requirements in 44 CFR Part 80 and this guidance. Encumbrances include any encumbrance providing an interest in subsurface resource rights whether or not the interest involves an implicit right for surface access to the subsurface resource. The Applicant will obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate a clear fee title in conformance with 44 CFR Section 80.17(b).

- ii. If evidence obtained during the review indicates long-dormant subsurface rights (usually in excess of 50 years or beyond the reach of a standard title search) and the identity of the subsurface owner is unknown or otherwise not reasonably ascertainable, FEMA may approve the eligibility of the acquisition on a case-by-case basis. If a right to access a subsurface resource is discovered and asserted after the acquisition, the Recipient and subrecipient are required to take all appropriate action to enforce the open space restrictions required by 44 CFR Section 80.19.
 - iii. Other title-related requirements are as follows:
 - A title insurance policy demonstrating that a clear title conveys must be obtained for each approved property that will be acquired
 - A physical site inspection for each property must be conducted to verify that there are no physical encumbrances to the property (a site survey may be necessary to clearly establish property boundaries)
 - The property title must be transferred by a warranty deed in all jurisdictions that recognize warranty deeds
 - All incompatible easements or encumbrances must be extinguished
 - The subrecipient must take possession at settlement
 - The subrecipient must record the deed at the same time as and along with the programmatic deed restrictions
 - The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after the settlement
 - All property transfers must be consistent with 44 CFR Part 80 and this guidance
- A. **Statement of Voluntary Participation.** The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. For more information on voluntary interest documentation, see Addendum Part A.6.5.1. For more information on the purchase offer, see Addendum Part A.6.9. Participation is not voluntary for tenants of properties to be acquired; for information about considerations for tenants, see Addendum Part A.6.10.
- B. **Final Mitigation Offer.** The final Mitigation Offer to a property owner is based on the value assigned to a property (“purchase offer”) and applicable additions and deductions. Deductions to the purchase offer may include Duplication of Benefits (DOB) deductions, and additions may include any supplemental housing or insurance incentive payments. The subrecipient must ensure that all property owners are treated fairly and are offered an equitable package of benefits. The subrecipient (using a Statement of Voluntary Participation) shall inform each

property owner in writing of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

If several entities or programs are acquiring property in the same area, property owners may find it confusing if different offers are made to area owners at different times. To avoid any negotiation difficulties or confusion, the subrecipient should coordinate the release of property valuation information and purchase offers to property owners for the various programs. The subrecipient may wish to set a time limit with the property owner for the validity of a purchase offer. The subrecipient must provide an appeal or reconsideration process for property owners who dispute the amount of the purchase offer property valuation.

- C. **Relocation and Removal of Existing Buildings.** Existing buildings that are part of an open space acquisition and demolition or relocation project must be removed and disposed of in accordance with applicable laws within 90 days of closing and settlement of the property acquisition transaction. The Recipient and subrecipient are responsible for the removal and disposal.

The FEMA Regional Administrator may grant an exception in accordance with 44 CFR Section 80.17(d) only for a particular property based upon written justification if extenuating circumstances exist and shall specify a final date for removal.

All relocated structures in open space acquisition and relocation projects must be placed on a site outside an SFHA, outside any regulatory erosion zones at a distance at least 60 times the average annual erosion rate measured from an appropriate “erosion reference feature,” and outside any other identified hazard areas. The owner is responsible for ensuring that the building is brought into compliance with all applicable laws and regulations.

Existing buildings that are part of an open space acquisition and demolition project must be demolished (resulting in the permanent destruction of each structure) and disposed of in accordance with applicable laws.

- D. **Open Space Land Use Requirement.** Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. Modifications to the language in the FEMA Model Deed Restriction can be made only with prior approval from the FEMA Office of Chief Counsel through the appropriate FEMA Regional Office.

Allowable land uses for open space generally include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow for evacuation), unpaved surfaces, and other uses that FEMA determines are compatible with the award and deed restrictions. See Addendum Part A.6.1 for a more detailed list of allowed uses. FEMA makes a determination of the open space compatibility of access to a subsurface resource on a case-by-case basis.

Land uses that are not allowable include:

- a. Hydraulic fracturing/HDD
- b. Walled buildings

- c. Flood control structures, such as levees, dikes, or floodwalls
- d. Paved surfaces
- e. Bridges
- f. Cemeteries
- g. Actions that pose health, safety, or environmental risk in the floodplain
- h. Above- or below-ground pumping stations or storage tanks
- i. Placement of fill materials
- j. Other uses that obstruct the natural and beneficial use of the floodplain

See Addendum Part A.6.2 for a more detailed list of land uses that are generally not allowed.

- E. **Future Federal Benefits.** After settlement of the property acquisition transaction, no disaster assistance for any purpose from any federal entity may be sought or provided with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of settlement in accordance with the requirements in 44 CFR Part 80.

In addition, crops for which insurance is not available will not be eligible for any disaster assistance and are grown at the farmer's risk. Payment through the Non-Insured Crop Disaster Assistance Program (7 U.S.C. 7333) for damage to crops for which insurance is not available is considered "disaster assistance" and, as such, is not available to owners of open space-restricted land. However, benefits obtained through crop insurance programs offered under the federal Crop Insurance Act, as amended (7 U.S.C. 1501 et seq.), are not considered disaster assistance and are available to owners of open space-restricted land.

- F. **Open Space Monitoring, Reporting, and Inspection.** The Recipient will work with subrecipients to ensure that the property is maintained in accordance with land use restrictions. The Recipient and subrecipients should jointly monitor and inspect acquired properties every 3 years to ensure that the inspected parcels continue to be used for allowable open space purposes.

Every 3 years, the subrecipient, the Recipient, and FEMA must coordinate to ensure that the subrecipient submits documentation to the appropriate FEMA Regional Administrator certifying that the subrecipient has inspected the subject property within the month preceding the report and that the property continues to be maintained consistent with the provisions of the award/subaward. If the property subsequently transfers to an allowable transferee, the subrecipient, the Recipient, and FEMA will coordinate with that entity to submit the information.

The Recipient, the subrecipient, and FEMA have the right to enter the parcel, with notice, to inspect the property to ensure compliance with land use restrictions. Subrecipients may identify the open space nature of the property on local tax maps to assist with monitoring.

- G. **Enforcement.** If the required monitoring (or other information) results in the determination that the subject property is not being maintained according to the terms of the award, the subrecipient, Recipient, and FEMA are responsible for taking measures to bring the property back into compliance.

In the event a property is not maintained according to the identified terms, the Recipient shall notify the subrecipient (which includes successors in interest) that they have 60 days to correct the violation. If the subrecipient fails to demonstrate a good faith effort within the terms of the grant agreement within 60 days, the Recipient shall enforce the terms of the grant agreement by taking any measures it deems appropriate, including bringing an action of law or equity in a court of competent jurisdiction. If the Recipient fails to bring the property into compliance, FEMA may enforce the terms of the grant agreement by taking any measures it deems appropriate, including:

- Withholding FEMA mitigation awards or assistance from the Recipient, subrecipient, and current holder of the property interest (if different) pending corrective action
- Requiring the transfer of title
- Bringing an action of law or equity in a court of competent jurisdiction against the Recipient, subrecipient, and/or their respective successors

FEMA also reserves the right to transfer the property title and/or easement to a qualified third party for future maintenance. For additional information, see 44 CFR Section 80.19(e)(ii).

- F. **Cost Share.** Contribute a non-federal cost share of at least 25 percent of the total approved project cost. It is understood and agreed that the Sub-Recipient must provide the minimum amount of cost sharing as stipulated in the Recipient's budget approved by the Grants Officer.
- 1 The Recipient must maintain written records to support all allowable costs which are claimed as being its contribution to cost participation, as well as costs to be paid by FEMA. Such records are subject to audit. The basis for determining the value of cash and in-kind contributions must be in accordance with 2 CFR 200.306 Cost Sharing or Matching.
- G. **Sub-Award Closeout Requirements.** FEMA will review all closeout documentation for compliance and may send the Recipient a request for additional supporting documentation, if needed.
1. Recipients should closeout subawards as activities are completed. In addition, as cost underruns are identified, the Recipient should submit de-obligation requests to FEMA.
2. As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:
- i. The reported costs were incurred in the performance of eligible work
 - ii. The approved work was completed, and the mitigation measure is in compliance with the provisions of the FEMA-State Agreement
3. Verify that all required subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21,
4. Verify that all properties identified in the sub-application have been acquired,

5. Verify that the Model Deed Restriction language was recorded with each corresponding deed.
6. The subrecipient shall provide to FEMA, through the Recipient, the following property information:
 - A photograph of the property site after project implementation
 - Certification the structure(s) was removed by demolition within 90 days of settlement of the property transaction
 - A copy of the recorded deed and attached deed restrictions for each property
 - Latitude and longitude coordinates of the property
 - A signed Statement of Voluntary Participation from the owner of each property identified in the subaward SOW (see Addendum Part A.6.5.1)
 - For each property identified in the FEMA Repetitive Loss database, a completed FEMA Form AW-501 documenting the completion of mitigation on the repetitive loss property is required. For more information about project closeout, see Part VI, F of the HMA Guidance.

IV. Acknowledgements

Signature Recipient

Signature Subrecipient

Print Name and Title

Print Name and Title

Date

Date

Treasurer, Town of Weathersfield
Weathersfield, Vermont

TO: Weathersfield Selectboard

FR: Steve Hier, Treasurer

DA: June 23, 2020

RE: Financial Management Questionnaire

The Vermont State Auditor of Accounts Office has developed a Financial Management Questionnaire for Town Treasurers to complete and share with the Selectboard. The intent is to generate a discussion focused on some of the internal control aspects of the town's financial practices.

It is worth noting that a "yes" answer is not always mean we are following the best practice. For some of the questions a "yes" is best and for others a "no" is the response representing best practice.

We should discuss my answers at a Selectboard meeting and the Chair should sign and date the form as having been received by the Selectboard. I will then also sign the copy and maintain it in our files.

Thanks.

Financial Management Questionnaire – Towns and Cities

	Yes	No	Don't know	By whom
Are all town account records currently maintained by one individual?		x		all finance positions
Do you reconcile bank and ledger balances monthly?	x			Finance Director, Town Treasurer
Are checks always written to specified payees and not to cash?	x			
Does the same individual open the mail and deposit checks?	x			Manager of HR and Administration
Are pre-numbered checks used for all bank accounts?	x			
Are unopened bank statements delivered directly to the treasurer as received?		x		to the Finance Director
Do you always provide a numbered receipt for any cash payment made to the town?	x			
Have select board members attended financial trainings?			x	
Are bank statements reconciled on a regular basis?	x			Finance Director, Town Treasurer
Does someone other than the treasurer review bank reconciliations?	x			Finance Director
Have you deposited town monies anywhere other than a town account?		x		
Have you deposited any non-town monies into a town account?	x			Fire District water bills
Is interest in town accounts apportioned to each account?	x			
Have there been any changes in authorized signatures during the fiscal year?	x			change in Asst. Town Treasurer
Has a signature stamp ever been used for any town account	x			only as an emergency backup as authorized
Has there ever been a theft, or unauthorized use of town funds or equipment?			x	ever is a long time
Are financial records maintained in a computerized system?	x			
Does the town have written policies and procedures for financial operations?	x			
Does each town official have copies of these policies and procedures?		x		Do they really want all procedures?
Have you attended trainings on recordkeeping?	x			
Are checks written by the same individual who approves payments?		x		
Are you a participant in any business which does business with the town?		x		
Do you maintain separate pages, columns or running balances for each fund?	x			
Do elected town auditors attend financial trainings?				Not Applicable
Are bank accounts and fund balances reconciled on a monthly basis?	x			
Does the town loan money to town employees?		x		

As a signer below I certify to the best of my knowledge that the answers provided in this self-assessment questionnaire are an accurate representation of the operation of the Town/City of: Weathersfield, Vermont.

Preparer: (signature) _____ (printed name): Steven Hier Title: Treasurer

Received by Select Board (signature): _____ on (date): _____

Financial Management Questionnaire – Towns and Cities

	Yes	No	Don't know	By whom
Are all town account records currently maintained by one individual?		x		all finance positions
Do you reconcile bank and ledger balances monthly?	x			Finance Director, Town Treasurer
Are checks always written to specified payees and not to cash?	x			
Does the same individual open the mail and deposit checks?	x			Manager of HR and Administration
Are pre-numbered checks used for all bank accounts?	x			
Are unopened bank statements delivered directly to the treasurer as received?		x		to the Finance Director
Do you always provide a numbered receipt for any cash payment made to the town?	x			
Have select board members attended financial trainings?			x	
Are bank statements reconciled on a regular basis?	x			Finance Director, Town Treasurer
Does someone other than the treasurer review bank reconciliations?	x			Finance Director
Have you deposited town monies anywhere other than a town account?		x		
Have you deposited any non-town monies into a town account?	x			Fire District water bills
Is interest in town accounts apportioned to each account?	x			
Have there been any changes in authorized signatures during the fiscal year?	x			change in Asst. Town Treasurer
Has a signature stamp ever been used for any town account	x			only as an emergency backup as authorized
Has there ever been a theft, or unauthorized use of town funds or equipment?			x	ever is a long time
Are financial records maintained in a computerized system?	x			
Does the town have written policies and procedures for financial operations?	x			
Does each town official have copies of these policies and procedures?		x		Do they really want all procedures?
Have you attended trainings on recordkeeping?	x			
Are checks written by the same individual who approves payments?		x		
Are you a participant in any business which does business with the town?		x		
Do you maintain separate pages, columns or running balances for each fund?	x			
Do elected town auditors attend financial trainings?				Not Applicable
Are bank accounts and fund balances reconciled on a monthly basis?	x			
Does the town loan money to town employees?		x		

As a signer below I certify to the best of my knowledge that the answers provided in this self-assessment questionnaire are an accurate representation of the operation of the Town/City of: Weathersfield, Vermont.

Preparer: (signature) _____ (printed name): Steven Hier Title: Treasurer

Received by Select Board (signature): _____ on (date): _____

REPORT

To: West Windsor, Reading, and Weathersfield
Cc: Residents
From: Brandon Gulnick, Town Manager
Date: June 18, 2020
Re: Transfer Station – Existing System / Proposed System

INTRODUCTION

The Transfer Station is currently shared between Weathersfield, Reading, and West Windsor. As you know, the Transfer Station is an Enterprise Fund and budgeting for it must be sufficient to enable it to operate as a standalone, independent, self-sufficient entity. Due to rising costs of operating the Transfer Station and several issues need to be addressed. I am writing this Report to your Town to take under consideration before the next budget season. This Report demonstrates the existing system, proposed system, and future expenses the Transfer Station will incur.

EXISTING SYSTEM

The revenue for the Transfer Station is unequal across our three (3) towns as shown below.

Town	Number of Parcels	Amount/ Percentage Paid	Difference
Weathersfield	1622	\$81,000 (100%)	0
Reading	621	\$18,635 (60%)	-\$12,415
West Windsor	882	\$6,000 (13% +/-)	-\$38,100

Based on the chart above, Weathersfield has 1622 parcels and each parcel is charged a \$50.00 permit sticker fee that owners of each parcel receive in the mail annually representing 100% of parcels charged to fund the Transfer Station. In Reading, the Town has 621 parcels, however, only 373 (60%) of the parcels are charged a \$50.00 permit sticker fee. The revenue from West Windsor fluctuates because West Windsor residents pay permit sticker fees based on the number of users that purchase a Permit Sticker for Transfer Station use annually. In FY21 the total proposed revenue generated from West Windsor for Transfer Station use is \$6,000 (120 users), which equates to 13% of West Windsor parcels charged for Permit Sticker fees.

PROPOSED SYSTEM

There are several potential approaches we can take to develop an equal payment system for Transfer Station use. The most cost-effective solution is to calculate the revenue generated by each town based on the number of parcels each town contains multiplied by the \$50.00 per parcel fee for an annual Permit Sticker. The differences are shown above in

the chart to demonstrate the additional revenue each Town will contribute if a decision is made to adopt this fee structure.

I understand each Town has a different way of looking at this. The argument can be raised that residents who do not use the Transfer Station should not be responsible for paying the Transfer Stations operating expenses. If we used this strategy across our three (3) towns as our new fee structure moving forward Permit Sticker fees will rise.

For Example: In West Windsor 13% (+/-) of parcels pay the \$50.00 Permit Sticker fee. If we estimate that 13% of parcels in Weathersfield and Reading also use the Transfer Station the result is a total of 210 users in Weathersfield, 120 users in West Windsor, and 80 users in Reading, which equals a combined 410 users paying for the operating expenses at the Transfer Station. The total operating expenses at the Transfer Station for FY21 are \$283,336. Permit sticker fees makeup \$105,735 of these revenues. If we divide \$105,735 by the number of estimated users (410) permit sticker fees will increase to \$257.89 per user. This number will also vary each year depending on the number of users that purchase Permit Stickers making it difficult to budget the Transfer Stations operating expenses. If Permit Stickers Fees rise to an estimated \$257.89, we cannot be certain that the 410 estimated users will continue to use the Transfer Station.

OTHER ISSUES

1) Recycling Costs

In 2017 the Town of Weathersfield was able to lock into a contract with Casella at \$58.50 per ton with a \$275.00 cost per haul for recycling and \$135.00 cost per haul for Glass. As you know, the cost of recycling has skyrocketed and our contract with Casella expires on June 30, 2020. The Town of Weathersfield issued an RFP for Recycling Services and proposals were due on May 13, 2020.

The Town of Weathersfield received the following two (2) proposals for recycling services:

Casella: \$135.00 per ton/ \$298 per haul

Alva: \$125.00 per ton/ \$190 per haul

On average the Transfer Station receives 250 tons of recycling that is pulled 52 times per year. Per the calculations above, the cost of using Casella for Recycling Services would have been \$49,246 and the cost of going with Alva is \$41,130. Under our previous contract, Recycling Services were \$28,947 per year. Moving forward with our new contract with Alva, we will be paying an additional \$12,183 annually.

2) 40-Yard Swap Receiver Box

Casella owned the 40-yard swap receiver box at the Transfer Station. Under our new contract with Alva, we will need to purchase one. The cost of this container is approximately \$7,000. We have the option to rent, lease, or purchase this container.

Once we have the final details we will pass along the information.

3) Revised Permit Sticker System

The existing Permit Sticker System leaves a lot of room for non-residents to use the Transfer Station. This happens when residents share stickers with people from other towns. We currently provide Permit Stickers in the mail annually.

The Proposed Permit Sticker System will nearly eliminate this possibility. Rather than sending Permit Stickers annually, residents will visit their respective Town Halls with their vehicle registration to obtain the Permit Sticker. Residents will not be charged when they pick up the sticker since the Permit Sticker Fee will be fixed in their tax bills. A log will be kept in each Town with the resident's name, address, Permit Sticker number and License Plate number. The License Plate number will then be fixed on the Permit Sticker to be placed on the resident's windshield. When a vehicle enters the Transfer Station the attendant will easily be able to match the vehicles license plate number (front of car) with the number fixed on the Permit Sticker. We will also save money on Permit stickers because the sticker itself will no longer expire and we will no longer need to send new stickers annually.

4) Revised Punch Ticket System

People can purchase a Punch Card with either 5 or 10 punches at a time. Each punch is currently \$3.50. Punch cards can be purchased at Downers, Jiffy Mart, or the Town Office. The Punch Card is made of paper and can be replicated (when an individual photocopies it) to bypass paying for the cost of disposing of the items the Transfer Station charges to dispose of. The system is outdated and leads to a rise in the cost of operating expenses based on several factors. The recommendation is to change the system to either a pre-paid card or other form (to be discussed).

5) Replacement of Trash Compactor

The existing Trash Compactor and Concrete Slab are near the end of their useful life. Replacement will cost an estimated \$42,000.

6) Purchase of 2 Trash Compactor Containers

We do not own a Trash Compactor container. Casella supplies them for us. If we lose Casella's contract, which is subject to next years contract results, we will need to purchase them at an estimated of \$7,200 per container.

7) Installation of a Well

There is currently no running water at the Transfer Station. This is a safety hazard because staff cannot wash their hands, use the bathroom, nor can we provide an emergency eyewash station. This cost is an estimated \$20,000.

8) Additional Staff

The Transfer Station currently has two (2) employees. Both employees work at the Transfer Station at the same time. It's a good idea to begin conversations regarding an additional part-time position.

CONCLUSION

If we adopt the proposed fee structure for Permit Stickers above, the amount of revenue generated at the Transfer Station will increase by \$50,515 if we keep the Permit Sticker Fee at \$50.00 per parcel. The goal is to reduce the Permit Sticker Fee once we stabilize the Transfer Station. The issues above should be addressed before we determine whether a change in Permit Sticker Fees is possible. I further recommend that we create a Joint Committee across our three Towns. The members of the Joint Committee should at a minimum consist of a Selectboard Representative from Reading, West Windsor, and Weathersfield. The Town Manager in each Town can attend at the committee's invitation to carry out the decisions made by the Joint Committee.

MEMORANDUM

To: Weathersfield Selectboard
CC: Weathersfield Residents
From: Town Manager
Date: 07/02/2020
Re: Ascutney Fire District #2

INTRODUCTION

The first phase of stabilizing the Ascutney Fire District #2 is in process. Last week our administration sent notices to all residents living within the boundaries of AFD2 to conduct Water Meter Inspections. Water Meters are either located in the basement of a home or outside of the home in the ground. On Wednesday, July 1, 2020 the Water Operator and I began these inspections and completed 36 residences. We anticipated finishing them all in one day, however, we quickly realized that each residence takes between 10-30 minutes depending on the location of the meter.

PURPOSE

The purpose of Water Meter Inspections is to gather data on existing water meters, such as the serial number, type of meter, the meter register (gallons, cubic ft, other), meter size (5/8, 3/4, 1", 1 1/2", 2"), type of pipe (iron, lead, plastic), and the meter reading. There will be no change in billing in the first quarter because we need a confirmed benchmark to begin with. This benchmark will allow us to read the difference between the reading we take in July and the reading we will take in the next quarter. The purpose of this project is to develop an equal payment structure for all water users to stabilize the districts billing system.

FINDINGS

During the first part of water meter inspections we found that some meters were not working and need to be replaced, which we already knew. What we did not know was the type of replacement meter we need to order. Different sized pipe calls for different sized meters. The Water Operator and I scheduled another Water Inspection Date for Wednesday, July 8, 2020 to finish the remaining inspections. After all inspections are complete, I will update Weathersfield Residents accordingly.

OTHER

The Vermont Department of Environmental Conservation, Drinking Water Capacity Development Program, provides municipalities with \$50k grants to work with an engineering firm to develop an Asset Management Plan to meet the challenges of managing a Public Drinking Water System. The Plan will increase knowledge about the districts assets, allow us to operate more efficiently, set priorities and justify the system's needs, improve customer service, prolong asset life, and develop a plan to pay for future repairs and replacements. We are moving forward with this great opportunity for Weathersfield.

MEMORANDUM

To: Weathersfield Selectboard
CC: Weathersfield Residents
From: Town Manager
Date: 07/02/2020
Re: Petition for Popular Vote to Amend Weathersfield Zoning Bylaws

INTRODUCTION

On February 13, 2020, the Town Clerk received a complete Petition for Popular Vote to Amend Weathersfield Zoning Bylaws. According to the petition (attached), the petitioners petition for a meeting of the Town to consider, by Australian Ballot, Amendments to the Weathersfield Zoning Bylaws initially adopted on March 5, 1974. *See Attached Petition*

NEXT STEPS

In accordance with the Statutory Requirements below, the Selectboard must hold a duly noticed hearing not less than 15 days or not more than 120 days after the proposed amendment is submitted by the Planning Commission. The Planning Commission held their public hearing on June 22, 2020 at 7:00PM. The Selectboard must hold a hearing no earlier than July 7, 2020 and no later than Tuesday, October 20, 2020. This petition specifically requests a meeting of the town and a vote by Australian ballot.

OPTIONS

August 11, 2020 – The Selectboard will need to open and close their hearing by July 12, 2020 to meet the requirements of 24 App. V.S.A. ch. 149, § 22 (A) Timetable & Notice. *See Below*. If the Selectboard warns this hearing on July 6, 2020 the hearing can take place no sooner than Tuesday, July 21, 2020. However, this will not meet the 30-day requirement of 24 App. V.S.A. ch. 149, § 22 (A) to hold the Australian Ballot on August 11, 2020.

Special Town Meeting – According to App. V.S.A. ch. 149, § 22 a Special Town Meeting may be called at any time for reasons as prescribed by charter, by a majority vote of the Board of Selectmen; or by the decree of the Town Clerk upon receipt of a petition signed by no less than five percent of the voters registered at the time the petition is submitted. A special Town meeting, called in accordance with the above section, shall be held within 60 days from the date of the official call to meeting and is subject to the Timetable and Notice Requirements. There are additional costs to hold a Special Town Meeting, which should be discussed prior to moving forward with this option.

November 3, 2020 - The Selectboard will need to open and close their hearing by September 28, 2020 to meet the requirements of 24 App. V.S.A. ch. 149, § 22 (A) Timetable & Notice. *See Below*.

STATUTORY REQUIREMENTS – PLANNING COMMISSION

24 V.S.A. § 4441. Preparation of bylaws and regulatory tools; amendment or repeal

- (a) A municipality may have one or more bylaws. Any bylaw for a municipality shall be prepared by or at the direction of the planning commission of the municipality and shall have the purpose of implementing the plan. An amendment or repeal of a bylaw may be prepared by the planning commission or by any other person or body.
- (b) A proposed amendment or repeal prepared by a person or body other than the planning commission shall be submitted in writing along with any supporting documents to the planning commission. The planning commission may then proceed under this subchapter as if the amendment or repeal had been prepared by the commission. However, if the proposed amendment or repeal of a bylaw is supported by a petition signed by not less than five percent of the voters of the municipality, the commission shall correct any technical deficiency and shall, without otherwise changing the amendment or repeal, promptly proceed in accordance with subsections (c) through (g) of this section, as if it had been prepared by the commission.
- (c) When considering an amendment to a bylaw, the planning commission shall prepare and approve a written report on the proposal. A single report may be prepared so as to satisfy the requirements of this subsection concerning bylaw amendments and subsection 4384(c) of this title concerning plan amendments. The Department of Housing and Community Development shall provide all municipalities with a form for this report. The report shall provide a brief explanation of the proposed bylaw, amendment, or repeal and shall include a statement of purpose as required for notice under section 4444 of this title, and shall include findings regarding how the proposal:
 - 1. Conforms with or furthers the goals and policies contained in the municipal plan, including the effect of the proposal on the availability of safe and affordable housing.
 - 2. Is compatible with the proposed future land uses and densities of the municipal plan.
 - 3. Carries out, as applicable, any specific proposals for any planned community facilities.
- (d) The planning commission shall hold at least one public hearing within the municipality after public notice on any proposed bylaw, amendment, or repeal.
- (e) At least 15 days prior to the first hearing, a copy of the proposed bylaw, amendment, or repeal and the written report shall be delivered physically or electronically with proof of receipt or mailed by certified mail, return receipt requested, to each of the following:
 - 1. The chair of the planning commission of each abutting municipality, or in the absence of any planning commission in a municipality, the clerk of that abutting municipality.
 - 2. The executive director of the regional planning commission of the area in which the municipality is located.

3. The Department of Housing and Community Development within the Agency of Commerce and Community Development.
4. Any of the bodies identified in subsection (e) of this section, or their representatives, may submit comments on the proposed bylaw, amendment, or repeal to the planning commission, or may appear and be heard in any proceeding with respect to the adoption of the proposed bylaw, amendment, or repeal.
5. The planning commission may make revisions to a proposed bylaw, amendment, or repeal and to the written report, and shall then submit the proposed bylaw, amendment, or repeal and the written report to the legislative body of the municipality. However, if requested by the legislative body or if a proposed amendment was supported by a petition signed by not less than five percent of the voters of the municipality, the planning commission shall promptly submit the amendment, with changes only to correct technical deficiencies, to the legislative body of the municipality, together with any recommendation or opinion it considers appropriate. Simultaneously with the submission, the planning commission shall file with the clerk of the municipality a copy of the proposed bylaw, amendment, or repeal, and the written report for public review. (Added 2003, No. 115 (Adj. Sess.), § 100; amended 2017, No. 197 (Adj. Sess.), § 17.)

STATUTORY REQUIREMENTS – LEGISLATIVE BODY

24 V.S.A. § 4442. Adoption of bylaws and related regulatory tools; amendment or repeal

- (a) Public hearings. Not less than 15 nor more than 120 days after a proposed bylaw, amendment, or repeal is submitted to the legislative body of a municipality under section 4441 of this title, the legislative body shall hold the first of one or more public hearings, after public notice, on the proposed bylaw, amendment, or repeal, and shall make copies of the proposal and the written report of the planning commission available to the public upon request. Failure to hold a hearing within the 120 days shall not invalidate the adoption of the bylaw or amendment or the validity of any repeal.
- (b) Amendment of proposal. The legislative body may make minor changes to the proposed bylaw, amendment, or repeal, but shall not do so less than 14 days prior to the final public hearing. If the legislative body at any time makes substantial changes in the concept, meaning, or extent of the proposed bylaw, amendment, or repeal, it shall warn a new public hearing or hearings under subsection (a) of this section. If any part of the proposal is changed, the legislative body at least 10 days prior to the hearing shall file a copy of the changed proposal with the clerk of the municipality and with the planning commission. The planning commission shall amend the report prepared pursuant to subsection 4441(c) of this title to reflect the changes made by the legislative body and

shall submit that amended report to the legislative body at or prior to the public hearing.

(c) Routine adoption.

1. A bylaw, bylaw amendment, or bylaw repeal shall be adopted by a majority of the members of the legislative body at a meeting that is held after the final public hearing, and shall be effective 21 days after adoption unless, by action of the legislative body, the bylaw, bylaw amendment, or bylaw repeal is warned for adoption by the municipality by Australian ballot at a special or regular meeting of the municipality.
2. However, a rural town as defined in section 4303 of this chapter, by vote of that town at a special or regular meeting duly warned on the issue, may elect to require that bylaws, bylaw amendments, or bylaw repeals shall be adopted by vote of the town by Australian ballot at a special or regular meeting duly warned on the issue. That procedure shall then apply until rescinded by the voters at a regular or special meeting of the town.

(d) Petition for popular vote. Notwithstanding subdivision (c)(1) of this section, a vote by the legislative body on a bylaw, amendment, or repeal shall not take effect if five percent of the voters of the municipality petition for a meeting of the municipality to consider the bylaw, amendment, or repeal, and the petition is filed within 20 days of the vote. In that case, a meeting of the municipality shall be duly warned for the purpose of acting by Australian ballot upon the bylaw, amendment, or repeal.

(e) Multipurpose hearings. Nothing contained in this chapter shall be construed to prohibit any public hearing held under this chapter to be held for more than one purpose under this chapter. A municipality may prepare and adopt a plan, one or more bylaws, and a capital budget and program in the same proceedings. However, all the provisions of this chapter applicable to each purpose of the hearing shall be complied with.

(f) Unorganized towns and gores. A bylaw, amendment, or repeal of a bylaw of an unorganized town or gore shall be adopted by a majority of votes cast at a meeting of the regional planning commission in which the unorganized town or gore is located at which a quorum is present. However, a bylaw, amendment, or repeal of a bylaw of the unified towns and gores of Essex County, namely Averill, Avery's Gore, Ferdinand, Lewis, Warner's Grant, and Warren's Gore, shall be adopted by the board of governors.

(g) Time for action. If the proposed bylaw, amendment, or repeal is not approved or rejected under subsection (c) of this section within one year of the date of the final hearing of the planning commission, it shall be considered disapproved unless five percent of the voters of the municipality petition for a meeting of the municipality to consider the bylaw, amendment, or repeal, and the petition is filed within 60 days of the end of that year. In that case, a meeting of the municipality shall be duly warned for the purpose of acting upon the bylaw, amendment, or repeal by Australian ballot. (Added 2003, No. 115 (Adj. Sess.), § 100; amended 2005, No. 30, § 2; 2005, No. 105 (Adj. Sess.), § 1, eff. April 5, 2006; 2007, No. 121 (Adj. Sess.), § 20; 2011, No. 155 (Adj. Sess.), § 15.)

STATUTORY REQUIREMENTS – TOWN MEETING, ELECTIONS

24 App. V.S.A. ch. 149, § 22 (A) Timetable & Notice

Public notice of every annual or special Town meeting, or Town election, shall be given by a warning posted in at least five public places in the Town, at least 30, but no more than 40 days prior to the meeting; and published in a newspaper or newspapers of general circulation in the municipality as may be directed or designated by the Board of Selectmen.

Paul Tillman called the public hearing to order for the petition that the planning commission has for wood processing. Paul Tillman read the notice of public hearing:

NOTICE OF PUBLIC HEARING

In accordance with the provisions of 24 V.S.A. §§ 4441(d) 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 Planning Commission for the Town of Weathersfield, Vermont, will hold a public hearing on Monday, June 22, 2020, at 7:00 P.M., in the Weathersfield Town Office, at 5259 Route 5 in Ascutney, Vermont, to hear public comments on the adoption of proposed Zoning Bylaw amendment submitted by petition exempting fire processing as specified in the proposed amendment.

Statement of Purpose

A group of registered voters of the Town of Weathersfield have submitted a petition to amend the Zoning Bylaws that would have the effect of exempting firewood processing facilities of any size and in any district provided that the processing takes place on parcels of 25 acres or more.

Geographic Areas Affected

The entire Town of Weathersfield is affected by this amendment.

Sections Headings

The proposed Zoning Bylaw amendments would add a new Section 4.2.6 Processing of Firewood and add a definition for Processing of Firewood.

Persons wishing to be heard may do so in person, be represented by an agent, or may file written comments with the Planning Commission prior to the hearing.

Dated at Town of Weathersfield, Windsor County, State of Vermont, this 4th day of June, 2020.

Paul Tillman, Chair
Weathersfield Planning Commission

Paul Tillman asked Chris Whidden, Zoning Administrator if he received any written documents or anything prior to this from anybody that wanted to comment.

Chris Whidden received a letter from Willis Wood that stated the following:

Dear Planning Commissioners-

I think there is a need to conditionally permit more firewood processing locations in Weathersfield. We strive to have a working forestry and agricultural landscape in town. We want to have a community where we are more than a bedroom community for upper valley commuters, but where there are real and necessary jobs close to home.

However, I do not think the present petition to amend the zoning by-laws to permit firewood processing is a good idea. I believe that making such a use a conditional use, rather than a permitted use, would be a much better way to address the issue.

An example in our existing zoning by-laws that is in some ways similar to firewood processing is 7.10, Extraction of Earth Resources. While many of the conditions there do not apply, several seem similar to me. For example:

“f) No stationary power-activated crushing or sorting machinery or equipment shall be located within 300 feet of any occupied building without written and filed consent of the abutter...

j) The hours, frequency and duration of operation of the facility shall not unduly affect the character of the immediate neighborhood area.

k) The operation shall not ... create excessive dust, traffic, vibration, or noise at the site or in areas of close proximity to the site.”

I do not mean that a conditional firewood processing permit would contain the exact wording above, just that any permit should be conditioned on its location and effect on the neighborhood, not just on the lot size that it is situated on.

In full disclosure, I am a member, and presently chair, of the Weathersfield Zoning Board of Adjustment, but both my advocacy for more conditionally permitted firewood processing and my reluctance to make it a permitted use with no conditions attached are my personal opinions, not those of the board.

Sincerely,

Willis Wood

Paul Tillman read the petition that was received

I. “The following shall be added to Section 4.2.6:

4.2.6 Processing of Firewood

No provision of these bylaws shall have the effect of regulating the processing of firewood (as defined in Section 8) in any district, provided that the processing takes place on parcels of 25 acres or more.

II. The following shall be added to Section 8 definitions:

Processing of Firewood: the storage, cutting, splitting, processing, packaging, distribution and sales of firewood of commercial value whether the processing occurs at the site where the product was harvested or at a site that is not the harvest site.”

Paul Tillman reiterated that the Planning Commission has no authority to change anything in the petition with the exception of a spelling or grammatical error. As stated in the petition, this will go forward to the Select Board to be heard.

The meeting was opened up to the public for comments.

Doug Reed “First question, if you do a petition and get 5% of the votes, why isn’t the petition allowed to do what it states and that’s to go to a Town vote? It wasn’t written up to go in front of the Planning Commission, it wasn’t written up to go in front of the Select Board, it was written up to go in front of the people of the Town. That’s 10% of the Town’s signatures, from opposite ends of the Town.”

Michael Todd “Can I deal with that first Doug? We’re required by law to do this. We can’t change anything and we have to forward this. What the law states is 24 V.S.A §4441(B) “A proposed amendment or repeal prepared by a person by a person or body other than the planning commission shall be submitted in writing along with any supporting documents to the planning commission.”

It has to come to us first, it is State law. That’s not our rules, it’s not something we are making up.

“The planning commission may then proceed under this subchapter as if the amendment or repeal has been prepared by the commission.”

Just like we had written this by law. It’s handled the same way, but we can’t make any changes to it because it’s a petition the language has to stay exactly the same way you presented it. So, that’s where we are.

“However, if the proposed amendment or repeal of a bylaw is supported by a petition signed by not less than 5 percent of the voters of the municipality, the commission shall correct any technical deficiency and shall, without otherwise changing the amendment or repeal, promptly proceed in accordance with subsections c through g of this section, as if it has been prepared by the commission.”

Which is what we are going to do now.

Doug Reed “It was a waste of time to get 5% of the votes to sit here, fight about it and it’s going to do nothing.”

Michael Todd “No Doug, it’s going to go in front of the voters.”

Doug Reed “The next one is going to Superior Court to make the Town put it to a vote.”

Paul Tillman “As you know there’s multiple things going on, all we’re working on is this petition right here that you got signed. Following the procedure of the law that comes before us and we act upon it as if we wrote it, which is to have this public hearing. As you heard Mike say and from the last one we did, there is nothing we can change on this. So there is not going to be any argument, there is not going to be any dispute on how this goes forward. This is going to forward to the Select Board, which is the standard procedure of how the State works the law. There might be debate here about what people think or whatever, but there is nothing that is going to change on this.”

Doug Reed “Yeah, but it isn’t going to be allowed to do what it is written to do. It has to go to a vote to the Town’s people.”

Paul Tillman “So let me go one step further, once this leaves here with a recommendation from the Planning Commission, it goes to the Select Board.”

Michael Todd “The Select Board has one, possibly two hearings and there probably ought to be a Town Meeting specifically dedicated to this petition and then it will be on the ballot. That’s what will happen.”

Paul Tillman “This is the process we have to go through to get it to the next step of the way it goes.”

Doug Reed “The next note, whoever prepared your notes on that, stating that it affects all of Town, it only affects a small portion of Town actually. If you count up how many lots in Weathersfield are under 25 acres, there are going to be a lot more than lots that are over 25 acres and I wasn’t able to get the exact numbers because the Town Office has been closed, but did some research into it and you’ll find it was a small percentage of Town that petition could affect.”

Paul Tillman “Ok, but as far as 25 acres, which the petition does affect is not located in just one section of Town. That’s why it’s worded that way. If we looked at it, you’d probably find that up in the left-hand corner, the southwest corner, the northwest corner there would be people that owned 25 acres here and there. So, percentage wise, overall, I hear what you’re saying, but as a definition of where this affects this is not written to say east side of wherever or road. It’s encompassing the Town.” “Is there anything else you would like to particularly say on this?”

Doug Reed “Not at this time just that the Town hasn’t been very good timewise on anything. Posting anything on it, it’s been absolutely ridiculous through the whole thing and now you’ve got Willis (Wood) coming back with this. If you remember 2 years ago, I

had it front of the Zoning Board trying to get a conditional use permit and they didn't want to hear any part of that."

Paul Tillman "Willis has the right, just like anyone in Town..."

Doug Reed "He was also sitting on the Board, but now things have changed. I mean we're talking about something that was legal as far as anybody was concerned for years because of the way it was written up in the Weathersfield handbook. I was exempt. That was what all the other Zoning Commissioners felt. Until now."

Paul Tillman "For right now, for all intents and purposes, this isn't a discussion about whether it's wrong, it's right, the Town did this, the Town did that. There is a petition in front of us, which we have to go through the formalities of this public hearing and then move it on to the Select Board."

Michael Todd "Chris, 24 V.S.A §4441, do you have the criteria c through g available?"

Chris Whidden "I can pull it up."

Paul Tillman "24 V.S.A §4441 (c) states "When considering an amendment to a bylaw, the planning commission shall prepare and approve a written report on the proposal. A single report may be prepared so as to satisfy the requirements of this subsection concerning bylaw amendments and subsection 4384 (c) of this title concerning plan amendments. The Department of Housing and Community Development shall provide all municipalities with a form for this report. The report shall provide a brief explanation of the proposed bylaw, amendment, or repeal and shall include a statement of purpose as required for notice under section 4444 of this title, and shall include findings regarding how the proposal:

- 1.) Conforms with or furthers the goals and policies contained in the municipal plan, including the effect of the proposal on the availability of safe and affordable housing.
- 2.) Is compatible with the proposed future land uses and densities of the municipal plan.
- 3.) Carries out, as applicable, any specific proposals for any planned community facilities.

Please see "Planning Commission Reporting Form for Municipal Bylaw Amendments" that was originally provided by Jason Rasmusson in 6-22-2020 packet.

Paul Tillman opened the floor up to comments from citizens on the Reed petition.

*The beginning of Ethan McNaughton's comments were cut off due to an interruption in recording. I have requested a follow up email regarding his comments.

"...the best thing to explore is to have an industrial district, to have a commercial district and then making a conditional use if you want to try to expand outside of those districts to make sure if you are going to put it here, and I don't think it makes a lot of sense, in

general but if you are not going to make it unsafe for everyone else and ruin their ability to use their property then we'll let you do it and this does not have any of those safe guards."

Michael Todd "What I am about to say is more of a promotion for what we are doing here right now, later on tonight we're going to start talking about these maps. This is the future land use map that's already been adopted with the 2027 Town Plan. Future land use plan means, what are you going to do? What's your future land use map going to be? That's exactly what you just finished on was where do you want these things?"

Doug Reed "I have one for the Town Manager, are we going to shut down on the roads in Weathersfield that kids live on to commercial vehicles now?"

Brandon Gulnick "All roads?"

Doug Reed "Must be, can't have them drive by kids at a bus stop. That affects every road. I've heard that more than once and now I want an answer. It isn't just my trucks that are on the road."

Brandon Gulnick "This gentleman just gave his point of view and many people have different points of view. He has the right to be heard, that's why he's here tonight."

Doug Reed "For 2 years all I heard was it was a deer yard. If it was a deer yard are, we going to fence them in?"

Paul Tillman "One of the things we do Doug is, along with everything else on certain items in town is screening. It's not necessarily screening the whole lot in."

Doug Reed "Not according to the paperwork I've gotten from the town."

Paul Tillman "We are strictly here for this particular petition."

Nancy Reed "A lot has been said about daycare. I'm retired, I have my grandchildren now, both of these people sent their children to my house knowing full well that processor was up there. Has it bothered me? No. I'm just down over the bank. Has it bothered any of my children in all the years that I had kids? Never did we ever have a complaint. We walk right up the road. The closest call I've ever had was last year when that had that run out on our road. I almost ran over a little girl that came out from behind a band that was halfway out in the road."

Paul Tillman "Again, I don't want to keep harping on this, but this hearing is not about traffic on that road, what has happened or close calls."

Robin Tindall "First I want it entered into the record that I agree with everything that Ethan said. I would like to summarize by saying that I believe that the proposed amendment is overly broad. That is also based on what Ethan was saying that the purpose of zoning is that there are specific land uses and specific land types that are good for different things and it benefits all of us to have those specifics that the town works hard putting into place that's been part of the Weathersfield Town Plan in 2017 just 3 years

ago through the zoning that already exists. A lot of thought goes into knowing the very specific nature of the town and its uses so having something so overly broad sort of wipes away all of that work and all of the purpose that's behind it. I guess my other point is that the zoning benefits all of us. So, an example with a paved road vs a dirt road. Our tax money goes, we see with the grader and the culvert repair, our tax money that all of us have to pay in, it goes up every year, that goes to keeping those roads in repair. If we have a paved road that serves many businesses, it's an economy of scale and it's good for the people that have to maintain the trucks that are from those businesses and it's good for the town in terms of not putting wear and tear on a road that wasn't meant or built for in the first place to have. That goes around to the natural conservation district as well. The purpose of that is to have residences in concert with conservation areas. We can have a healthy deer population; we can have people coming in from out of state to do their hunting here because we have a good deer population. We can have residences and property values can be stable or rising because people want to live here. People want to get out of the cities, people want to come to Vermont and buy a house or move here. They want it to be a safe area. So again, compatible uses. An area where it's for biking and running and walking your dog and an area where we all need gas. We come here and we have 2 gas stations and we can buy our milk and we can do those things in compatible areas. So it's really good for all of us as tax payers to keep those things in place and benefits all of our property values and keeps all of our taxes a little bit lower."

Colin Tindall "I echo many of the comments from Willis Wood, Ethan and my wife, Robin and I just have my perspective. When we moved in, we chose Weathersfield as a quiet corner of Vermont. Just today I took a drive up to Graves Road and Baltimore and remarked what a quiet corner of Vermont it was. Just so happens that is the same place Mr. Reed lives. Yet, with this particular petition, there is no doubt it would adversely affect our quiet corner of Vermont that has long been deemed as such. Which has also been incorporated into the new Town Plan. I very much too support any and all business enterprises that give meaningful, livable wage jobs that attract people to our town, but it has to be done in a lawful and considerate manner. And balancing out interests of lots of differences within the town. In this case, this particular petition would turn our road into virtual logging camp with processing going through all the time. We have children on the road, we have people from all over town that come to our road. It is known as a fun place to recreate. I watch Greg Brown run up the town road trying to get into shape. I see Steve Aikenhead, I see all of these people come in recreating. We have the run for Laura once a year on the road. It's known far and wide as such. The broad language of this would not really apply to the rest of town, but would be a means to an end for Mr. Reed to continue doing things that he is already in violation of. I would just ask the members of the committee to take that into account in their deliberations."

Michelle McLaughlin "I just want to say that I have been living in Weathersfield for 50 years now and I have done nothing but watch small business get pushed out for 50 years. I've seen farms get shut down, I see retail space that sits empty. I see other places in Perkinsville that filed to get a car fixing up place that were told wasn't zoned right, but

yet 2 houses down, what are they doing? Fixing cars. You don't have certain zoned places for people to have their businesses for 1. For 2, like they said, people are flocking up here to this town, to this area right now. If we can't give them the means to make money in the town they live in, they're not going to stay. They're going to go and the people who live here are also going to go and we're going to go to another town and run our businesses and we're going to make taxes for another town and not the town that we live in. There is nothing for small business in this town. I've been trying to find a place for my small business in this town for years."

Brandon Gulnick "The Select Board did appoint a representative from the Select Board to economic development which is Michael Todd. He and I have been having those discussions about responsible businesses in the Town of Weathersfield."

Luke McLaughlin "I just want to reiterate what my wife said. It's more and more, I've watched this case develop. I've heard arguments from both sides of this and I hear what this board says about wanting to embrace small business. I just wonder how embracing this town is going to be towards small business when one who has a small business established gets a new neighbor who doesn't like what he's already doing and squeezes them out. I came here from somewhere else, but not to make here like where I came from. I watch how all this knit picking and hen pecking and all this complaining going on, just how embracing is this town going to be for small business? I have my doubts. I, myself, wanted to have a small, home-based business run out of out building. I was told that's not possible because it's not attached to your house. I'm talking a small building, smaller than the 30% that my house has to be for an "in house" small business. But because it wasn't attached, I couldn't do it. I'm talking about a craft; I couldn't do a craft on my own property. That craft could have been great for business revenue for this town. My neighbors had no problems with what I wanted to do, again we've got a cupcake business that because of COVID, and knee jerk reactions, we lost it. What are we going to do? Can we do something to save our business from home. I'm going to have to go somewhere else because my hometown doesn't want to make conditions so I can sell cupcakes."

Paul Tillman "I can't personally comment on this."

Luke McLaughlin "What this has to do with all of this is that he has an established business long standing. No body had a problem with it until the ball started rolling on what all of this is. Where did it come from? To Doug, it came out of left field."

Todd Hinderger "I just had one question about the procedure as you take this forward. You said that in your report to the Select Board you can include recommendations. So, I assume you are going to include the stuff from Jason Rasmussen and the public comments? What wasn't clear to me was if we're having a hearing, we're having an interesting dialogue and it's informing everybody, but it wasn't clear if you were going to take that and package it up, think about it and write some comments for the Select Board to consider or if we were going to delete the stuff from Rasmussen, delete the public

comments and just take the petition as is and forward as is to the Select Board. So, are you going to do recommendations or no?"

Michael Todd "The statute, regardless of whether we create a bylaw or if it's requested through petition or other has to follow the statute. Which means we have to issue a report. That's what Jason did, he prepared this report. This is the report that will probably have a motion on here shortly to accept and approve and forward to the Select Board."

Paul Tillman "What we will do, after we close the public hearing, as Chair I will accept any motions to send this forward as is, with amendments, or whatever it could be or could not be depending on how the motion goes."

Paul Tillman closed the public hearing at 8:17 pm.

Alva Waste Services, LLC

1050 Charlestown Rd

Springfield, VT 05156

802-291-4807 & 802-885-2994

Town of Weathersfield

Brandon Gulnick

Options for 42 Yard Octagon Receiver Box 22'

:

Purchase price \$7,605.50

Rent Price: \$140 per month for the duration of the contract

3 Year Lease: \$230 per month and then Weathersfield purchases at end of lease for
\$1.00

Date: May 28, 2020

To: Brandon Gulnick, Weathersfield Town Manger

From: Martha Staskus, Norwich Technologies Project Manager for
Weathersfield Transfer Station Solar, LLC.

Status of development of the Weathersfield Transfer Station Solar LLC proposed solar array at the Town of Weathersfield Transfer Station property.

1. Public Utility Commission (PUC) state permit review process:

Currently, the PUC proceeding is stayed until an ESA Phase II is completed and both reports (Phase I & Phase II) are filed to PUC .

Previously:

2019 June: The full Application for the proposed solar array was submitted to the PUC. ANR's initial review of the application resulted in a request for a Phase I Environmental Site Assessment to be performed.

2019 Sept / October: Phase I Environmental Site Assessment completed.

2019 November ANR requests Phase II ESA.

2020 January PUC stayed the proceeding indefinitely to allow time for Phase II ESA work and ANR's subsequent review and comment of the report.

2. Outstanding Project Assessment Tasks:

Environmental Site Assessment Phase II Scope of Work:

This work is to test the quality of the soil used for landfill cover, and test the quality of soil, groundwater, and surface water downgradient and cross-gradient of the former landfill to determine if there are lingering impacts.

- Two soil samples will be collected from two (2) shallow locations within the proposed footprint of the solar array, to evaluate soil quality (volatile organic compounds and metals) of the landfill cover soil.
- Two soil samples will be collected from soil borings installed at the downgradient toe of the landfill, which is outside of the proposed area of disturbance, to evaluate background shallow soil quality. The borings will be installed by hand auger, and finished at groundwater monitoring wells (depth to groundwater is assumed to be shallow).
 - The wells will be developed, allowed to equilibrate, and then purged and sampled for testing of groundwater quality downgradient of the former waste body. The groundwater will be field tested for pH and conductivity, and then lab-analyzed for VOCs, metals, sodium, chloride, and chemical oxygen demand.
- Two surface water samples, one from the wetland/vernal pond downgradient of the toe of the landfill, and one from the flowing stream to the north of the landfill, will be collected by grab methods, field tested for pH and conductivity, and then lab-analyzed for VOCs, metals, sodium, chloride, and chemical oxygen demand.

- A letter report to present the results and present conclusions and recommendations will be prepared
- OUTSIDE OF SCOPE OF WORK: The limited Phase II ESA will NOT involve: drill rig use, waste body sampling, landfill gas evaluation, geotechnical evaluation, surveying, new Site Plan preparation, groundwater elevation contour mapping, or formal data validation. The limited Phase II ESA is not intended to be a comprehensive environmental assessment of the entire landfill or all potential impacted sensitive receptors, but will focus only on a limited area for the purposes of the solar permitting

Norwich Technologies (NT) will pay for the Phase II ESA work to be performed, if the Town is interested in having the work done. Completing this work would then restart the state permit review. NT is requesting that prior to this additional expenditure, the Town execute the Option to Lease with the Project LLC (same terms as the Town Garage Option executed Nov 25, 2019).

3) Outstanding Option to Lease Agreement

Primary elements of the Town/W. Transfer Station Option to Lease Agreement are:

- The Lessor (Town) permits Lessee (Weathersfield Transfer Station Solar LLC) to enter upon the Property to conduct any necessary studies or analyses to determine the property's suitability to host a solar array; to submit any applications for permits or licenses necessary to facilitate construction of the Project, including, but not limited to, a Certificate of Public Good; and attend and participate in any public meetings or hearings regarding the Project;
- Lessee bear the costs of all studies, analyses, permits and licenses
- The formal Solar Site Lease Agreement, which is the same as the fully negotiated and agreed upon easement as the Town Garage site, would be executed only after securing the state permit.
- The Option Agreement remains in effect until the Lessee has been awarded a PUC Certificate of Public Good to install and operate a generation facility, at which the time Site Lease Agreement would be executed to move forward the installation of the array.

The executed Town Garage Option to Lease Agreement with its Solar Site Lease Agreement Exhibit which has the same lease terms.

LEASE OPTION AGREEMENT I – WEATHERSFIELD TRANSFER STATION

THIS OPTION AGREEMENT, is entered into as of the ____ of _____ 2019 (the “Effective Date”), by and between the Town of Weathersfield, Vermont (“Lessor”), owners of a parcel of real property located at 5024 VT-106 Perkinsville, Vermont and described in detail in **Exhibit 1** hereto (the “Leased Premises”) and Weathersfield Transfer Station Solar, LLC (“Lessee”), a limited liability company organized and existing under the laws of the State of Vermont.

W I T N E S S E T H:

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, 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

Date

By: _____
Name:
Title:

Weathersfield Transfer Station Solar, LLC, LESSEE

Date

By: _____
Troy McBride, for Norwich Technologies, Inc.
for Weathersfield Transfer Station Solar LLC

EXHIBIT 1

SOLAR SITE LEASE AGREEMENT

SOLAR SITE II 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 (i) vegetative screening pursuant to Section 3(g) of this Lease, and (ii) Decommissioning and removing the System pursuant to Section 8 of this Lease. 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 (25th) 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 Indemnites, or their respective contractors, successors or assigns. Lessee shall pay any cost that may be incurred by Lessor or the Lessor Indemnites 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 Indemnites") 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 Indemnatee 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.

DESCRIPTION OF THE SOLAR FACILITY AND LEASED PREMISES

The area to be utilized by the System will be approximately 6+/- acres as depicted in the following location map.

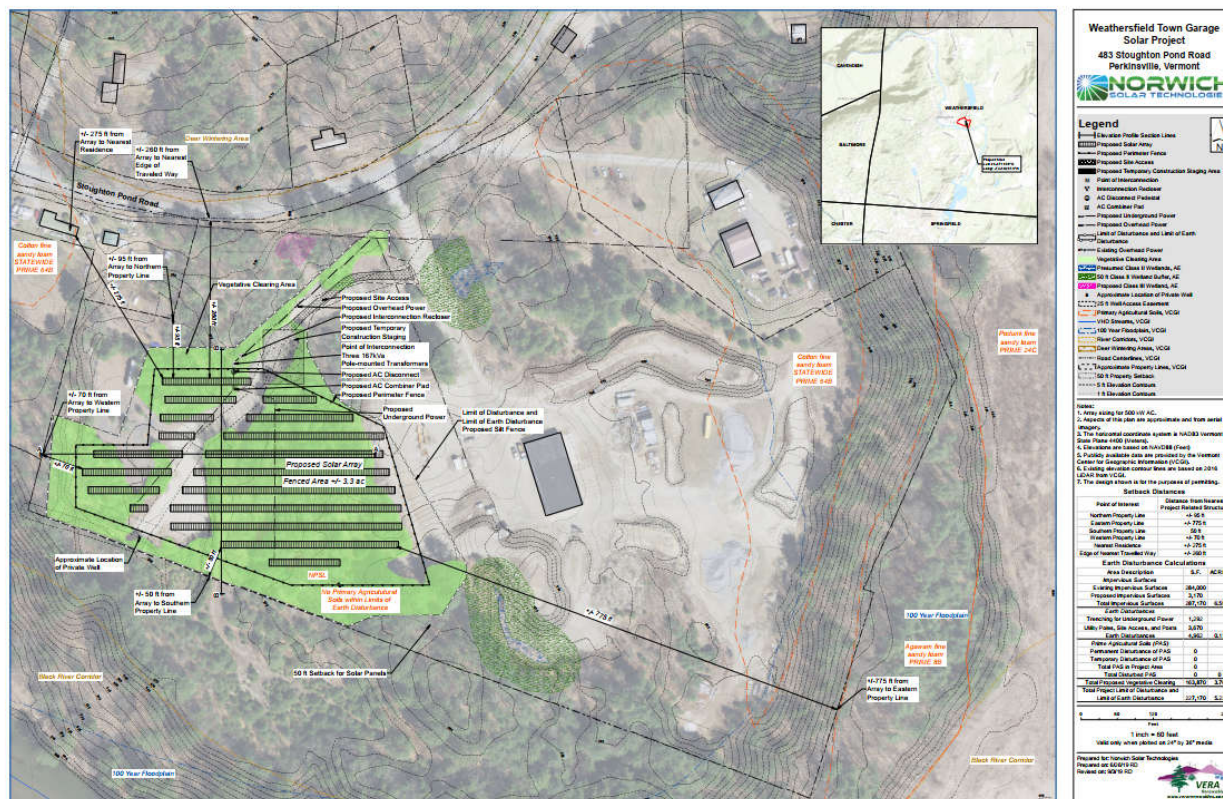
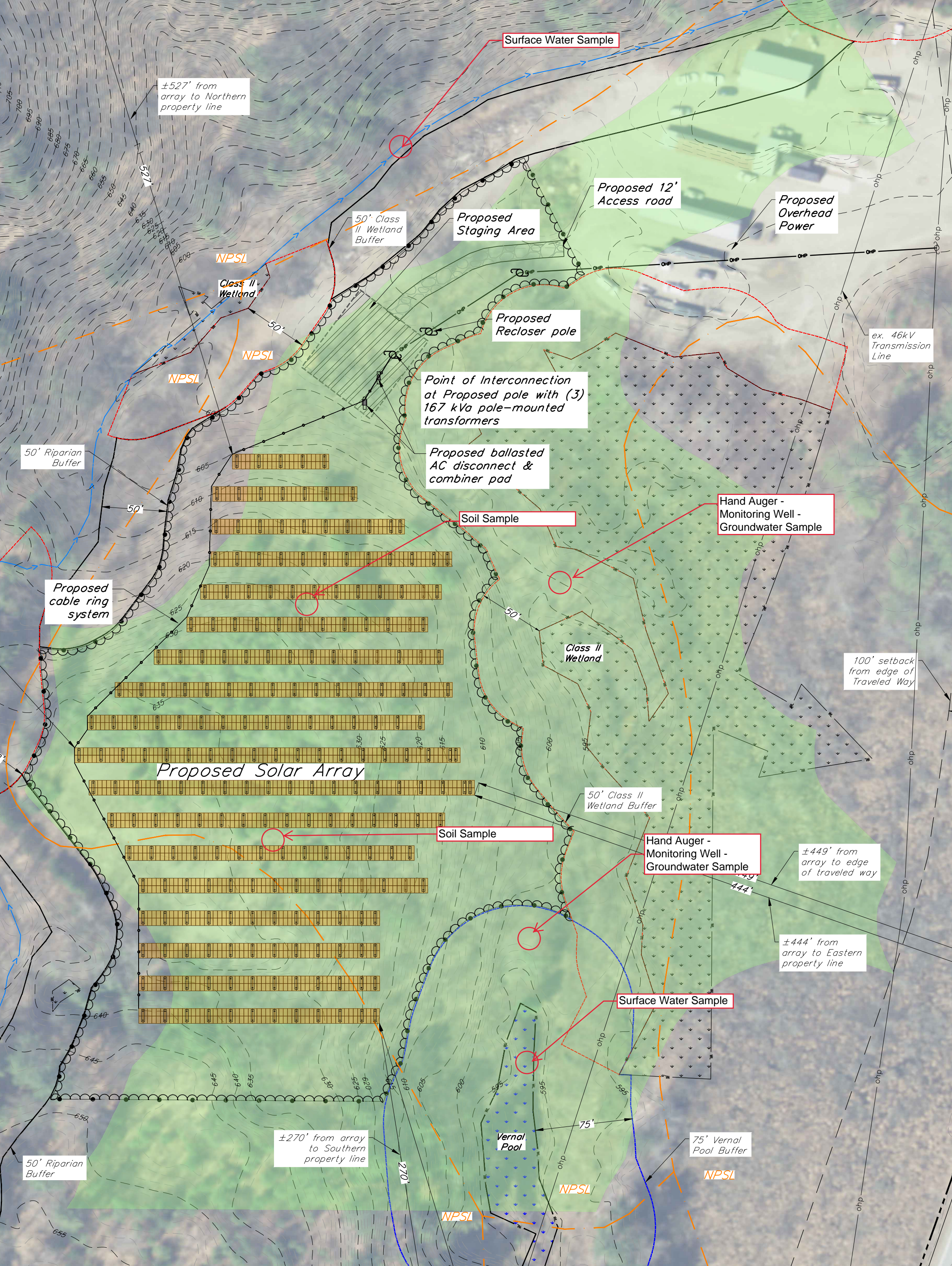


EXHIBIT C

ENCUMBRANCES

EXHIBIT D
Net Metering Agreement





TOWN OF WEATHERSFIELD, VERMONT REQUEST FOR PROPOSAL | ROAD GRADER



07/07/2020

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, Ascutney, 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 6, 2020. Late bids will not be opened and will be returned to the proposer.

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 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 7, 2020.

GENERAL SPECIFICATION

MODEL:	Latest Standard Model being Manufactured
WARRANTY:	7 year/7000 Hour Full Machine, No Cost Warranty
DELIVERY:	<p>Proposer must perform a complete pre-delivery service prior to delivery of equipment.</p> <p>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.</p>
MANUALS:	<p>One (1) complete service manual, digital and printed</p> <p>One (1) complete parts manual, digital and printed</p> <p>One (1) operator's manual</p> <p>One (1) training video (if available)</p>
TRAINING:	Upon delivery to end-user Proposer will provide instruction to operators on proper operation and daily maintenance.
BIDDER:	<p>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.</p> <p>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.</p>
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 7, 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 7, 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 7, 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 and speakers.
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.

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 tall light kit.
5. LED Stop, tail, rear turn signals and back up lights shall be included.
6. Cab mounted LED beacon light with tree guard and switch mounted in cab. Federal Signal Highlighter 454201 or approved equal.

7. LED Mid frame lights to illuminate moldboard, wing lamps mounted on the right-hand side of cab to illuminate snow wing, and front mounted cab lights.
8. Back-up alarm.

Additional Features

1. Hydraulic snow wing and post and 12' blade.
2. Full machine warranty for 7 years from date of purchase.

Trade

1. 2015 Caterpillar 140M motor grader with wing, scarifier, and front push blade.
2. 5000 Hours

Exceptions & Deviations

Proposers shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification.

Additional sheets may be used if required.

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	\$ _____
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Company Name

Authorized Company Representative Name (Printed)

Authorized Company Representative Signature

Date

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

Article 1. Authority. Under the authority granted in 24 V.S.A. § 2291(20), the Town of Weathersfield hereby adopts the following policy concerning conflicts of interest and ethical conduct.

Article 2. Purpose. The purpose of this policy is to ensure that the business of this municipality will be conducted in such a way that no public officer of the municipality will gain a personal or financial advantage from his or her work for the municipality and so that the public trust in its officers will be preserved. It is also the intent of this policy to ensure that all decisions made by public officers are based on the best interests of the municipality.

Article 3. Application. This policy applies to all individuals elected or statutorily-appointed to perform executive, administrative, legislative, or quasi-judicial functions of the Town of Weathersfield.

Article 4. Definitions. For the purposes of this policy, the following definitions shall apply:

A. **Conflict of interest** means any of the following:

1. A real or seeming incompatibility between a public officer's private interests and his or her public or fiduciary interests to the municipality he or she serves. A conflict of interest arises when there is a direct or indirect personal or financial interest of a public officer or a person or group closely tied with the officer including his or her spouse, household member, child, stepchild, parent, grandparent, grandchild, sibling, aunt or uncle, brother- or sister-in-law, business associate, or employer or employee in the outcome of an official act or action, or any other matter pending before the officer or before the public body in which the public officer holds office. A conflict of interest may take any of the four following forms:
 - a. A direct financial conflict of interest arises when a public officer acts on a matter that has a direct financial impact on that officer.
 - b. An indirect financial conflict of interest arises when a public officer acts on a matter that has a financial impact on a person or group closely tied to the officer.
 - c. A direct personal conflict of interest arises when a public officer acts on a matter that has a direct impact on the officer in a non-financial way but is of significant importance to the officer.

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

- d. An indirect personal conflict of interest arises when a public officer acts on a matter in which the officer's judgment may be affected because of a familial or personal relationship or membership in some organization and a desire to help that person or organization further its own interests.
- 2. A situation where a public officer has publicly displayed a prejudgment of the merits of a particular quasi-judicial proceeding. This shall not apply to a member's particular political views or general opinion on a given issue.
- 3. A situation where a public officer has not disclosed ex parte communication(s) related to a quasi-judicial proceeding that is before the body to which that officer belongs.

A "conflict of interest" does not arise in the case of an official act or action in which the public officer has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision.

B. Emergency means an imminent threat or peril to the public health, safety, or welfare.

C. Ex Parte Communication means direct or indirect communication between a member of a public body and any party, party's representative, party's counsel or any person interested in the outcome of a quasi-judicial proceeding, that occurs outside the proceeding and concerns the substance or merits of the proceeding.

D. Official act or action means any legislative, administrative or quasi-judicial act performed by any public officer while acting on behalf of the municipality. This term does not apply to ministerial acts or actions wherein no discretionary judgment is exercised.

E. Public body means any board, council, commission, or committee of the municipality.

F. Public interest means an interest of the municipality, conferred generally upon all residents of the municipality.

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

- G. **Public officer** means a person elected or statutorily-appointed to perform executive, administrative, legislative, or quasi-judicial functions for the municipality. This term does not include municipal employees.
- H. **Quasi-judicial proceeding** means a case in which the legal rights of one or more persons who are granted party status are adjudicated, which is conducted in such a way that all parties have opportunities to present evidence and to cross-examine witnesses presented by other parties, and which results in a written decision, the result of which is appealable by a party to a higher authority.

Article 5. Prohibited Conduct.

- A. A public officer shall not participate in any official act or action if he or she has a conflict of interest, whether real or perceived, in the matter under consideration.
- B. A public officer shall not personally – or through any member of his or her household, business associate, employer or employee – represent, appear for, or negotiate in a private capacity on behalf of any person or organization that has an interest in an official act or action pending before the public body in which the public officer holds office.
- C. A public officer shall not accept gifts or other offerings for personal gain by virtue of his or her public office that are not available to the public in general.
- D. A public officer will not request or accept any reward, gift, or favor for taking an official act or action or advocating for or against an official act or action.
- E. A public officer shall not use resources unavailable to the general public – including but not limited to municipal staff time, equipment, supplies, or facilities – for private gain or personal purposes.
- F. A public officer who is a member of a public body shall not give the impression that he or she has the authority to make decisions or take actions on behalf of that body.

Article 6. Disclosure. A public officer who, while serving on a public body, may have a conflict of interest, whether real or perceived, in a matter under

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

consideration by that public body shall, prior to taking an official act or action or participating in any official act or action on the matter, publicly disclose at a public meeting or public hearing that he or she has an actual or perceived conflict of interest in the matter under consideration and disclose the nature of the actual or perceived conflict of interest. Alternatively, a public officer may request that another public officer recuse him or herself from a matter due to a conflict of interest, whether real or perceived.¹

Article 7. Consideration of Recusal. Once there has been a disclosure of an actual or perceived conflict of interest, other public officers shall be afforded an opportunity to ask questions or make comments about the situation. If a previously unknown conflict is discovered during a meeting or hearing conducted by a public body of the municipality, the public body shall take evidence pertaining to the conflict and, if appropriate, adjourn to an executive session to address the conflict.

Article 8. Recusal.

A. Recusal of Appointed and Elected Officers. After taking the actions listed in Articles 6 and 7, a public officer, whether appointed or elected, shall declare whether he or she will recuse him or herself and explain the basis for that decision. If the public officer has an actual or perceived conflict of interest but believes that he or she is able to act fairly, objectively, and in the public interest, in spite of the conflict, he or she shall state why he or she believes that he or she is able to act in the matter fairly, objectively, and in the public interest.² Otherwise, the public officer shall recuse him or herself from the matter under consideration. A public officer that recuses him or herself may, but not must, explain the basis for that decision.

B. Recusal of Appointed Officers. The failure of an appointed public officer to recuse himself or herself in spite of a conflict of interest, whether real or perceived, may be grounds for discipline or removal from office.³

Article 9. Recording. The minutes of the meeting or the written decision / minutes

¹ Such request shall not be considered an order for the officer to recuse him or herself.

² Each member of an elected public body is independently elected and answers only to the voters. Therefore, unless there is a local ordinance or charter provision that states otherwise, the remaining members of the body may not force recusal. They may only express their opinion about the subject and/or privately or publicly admonish a fellow member who fails to handle conflicts appropriately.

³ Certain appointed public officers such as a Zoning Administrator and members of the Zoning Board of Adjustment or Development Review Board may only be removed for cause and after being afforded with procedural due process protections including notice and a reasonable opportunity to be heard.

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

from the meeting / hearing shall document the actions taken in Articles 6 through 8.

Article 10. Post-Recusal Procedure.

- A. A public officer who has recused himself or herself from participating in an official act or action by a public body shall not sit with the public body, deliberate with the public body, or participate in the discussions about that official act or action in any manner in his or her capacity as a public officer, though such member may still participate as a member of the public or private party, if applicable.
- B. The public body may adjourn the proceedings to a time, date, and place certain if, after a recusal, it may not be possible to take action through the concurrence of a majority of the total membership of the public body. The public body may then resume the proceeding with sufficient members present.

Article 11. Enforcement.

- A. **Enforcement Against Elected Officers; Consequences for Failure to Follow the Conflict of Interest Procedures.** In cases in which an elected public officer has engaged in any of the prohibited conduct listed in Article 5, or has not followed the conflict of interest procedures in Articles 6 through 10, the Selectboard may, in its discretion, take any of the following disciplinary actions against such elected officer as it deems appropriate:
 - 1. The chair of the Selectboard may meet informally with the public officer to discuss the possible conflict of interest violation. This shall not take place in situations where the chair and the public officer together constitute a quorum of a public body.
 - 2. The Selectboard may meet to discuss the conduct of the public officer. Executive session may be used for such discussion in accordance with 1 V.S.A. § 313(a)(4). The public officer may request that this meeting occur in public. If appropriate, the Selectboard may admonish the offending public officer in private.
 - 3. The Selectboard may admonish the offending public officer at an open meeting and reflect this action in the minutes of the meeting. The public officer shall be given the opportunity to respond to the admonishment.
 - 4. Upon majority vote in an open meeting, the Selectboard may request (but

TOWN OF WEATHERSFIELD, VERMONT
CONFLICT OF INTEREST & ETHICAL CONDUCT POLICY

not order) that the offending public officer resign from his or her office.

B. Enforcement Against Appointed Officers. The Selectboard may choose to follow any of the steps articulated in Article 11A. In addition to or in lieu of any of those steps, the Selectboard] may choose to remove an appointed officer from office, subject to state law.

Article 12. Exception. The recusal provisions of Article 8 shall not apply if the Selectboard determines that an emergency exists or that actions of a quasi-judicial public body otherwise could not take place. In such a case, a public officer who has reason to believe he or she has a conflict of interest shall only be required to disclose such conflict as provided in Article 6.

The foregoing Policy is hereby adopted by the Selectboard of the Town of Weathersfield, Vermont, this ____ day of _____ and is effective as of this date until amended or repealed.

Selectboard Members:

(Chairperson)

(Vice Chair)

(Board Clerk)

(Selectperson)

(Selectperson)

TOWN OF WEATHERSFIELD, VERMONT

FRAUD PREVENTION POLICY

PURPOSE. The purpose of this policy is to provide a mechanism for employees and officers to bring to the attention of the Town Manager or Selectboard Chair any complaints regarding the integrity of the Town's internal financial controls or the accuracy or completeness of financial or other information used in or related to the Town's financial statements and reports. Town employees and officers shall not be discharged, demoted, suspended, threatened, harassed, or discriminated against in any manner for raising reasonable questions concerning the fair presentation of town financial statements in accordance with this policy.

REPORTS OF IRREGULARITY. Any employee who has a complaint regarding the integrity of the Town's internal financial controls or the accuracy or completeness of financial or other information used in or related to the Town's financial statements and reports, or who observes any questionable accounting practices, should report such complaint to the Town Manager or the Selectboard Chair.

The report should include a description of the matter or irregularity, the period of time during which the employee observed the matter or irregularity, and any steps that the employee has taken to investigate the matter or irregularity, including reporting it to a supervisor and the supervisor's reaction. The report may include, at the employee's option, the employee's contact information if additional information is needed. However, a report shall not be deemed deficient because the employee did not include contact information.

Examples of reportable actions include any indication of fraud, misappropriation of Town resources, substantial variation in the Town's financial reporting methodology from prior practice or from generally accepted accounting principles, and the falsification, concealment, or inappropriate destruction of Town financial records.

INVESTIGATION. Upon receiving such a report, the Selectboard shall investigate the issues identified in the report. The Selectboard may consult with the Town Manager, Town Treasurer, any other Town employee, officer, legal counsel, independent auditors, or any other person or entity as part of their investigation. At the conclusion of the investigation, the *Selectboard* shall prepare a written response to the report, which shall be a public document.

TOWN OF WEATHERSFIELD, VERMONT

FRAUD PREVENTION POLICY

In accordance with 24 V.S.A. § 1686(c), any town officer who willfully refuses or neglects to submit his or her books, accounts, vouchers, or tax bills to the auditors after five business days following his or her receipt by certified mail of a written request by a public accountant that is approved and signed by the Selectboard, or to furnish all necessary information in relation thereto, shall be ineligible for reelection for the year ensuing and be subject to the penalties otherwise prescribed by law.

The foregoing Policy is hereby adopted by the Selectboard of the Town of Weathersfield, Vermont, this ____ day of _____ and is effective as of this date until amended or repealed.

Selectboard Members:

(Chairperson)

(Vice Chair)

(Board Clerk)

(Selectperson)

(Selectperson)

TOWN OF WEATHERSFIELD, VERMONT

CAPITALIZATION OF ASSETS POLICY

Purpose. In order to provide for the proper control and conservation of Town of Weathersfield property as well as proper accounting for financial reporting purposes, the Town Manager or his or her designee shall maintain a schedule of capitalized assets reported in conjunction with the Town of Weathersfield's annual audit.

Implementation. Capitalization of assets, inclusive of computers, computer equipment, software, vehicles and machinery, office equipment, land and structures, and infrastructure such as roads, bridges, rights-of-way, culverts, etc., occurs when all of the following are met:

1. The asset is tangible and complete. Construction in progress is capitalized but not depreciated until construction is completed;
2. The asset is used in the operation of the town's activities;
3. The asset has a value and useful life at the date of acquisition that meets or exceeds the following:
 - \$ 5,000 individual component value
 - One year of useful life
 - All buildings and land must be reported regardless of value and useful life at date of acquisition.

Assets acquired through donation will be recorded at their estimated fair market value on the date of donation and capitalized according to the criteria above.

Annual depreciation will be charged in equal amounts over the estimated useful lives of all capital assets. The assets' estimated useful life will be assigned by management in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) rulings.

The foregoing Policy is hereby adopted by the Selectboard of the Town of Weathersfield, Vermont, this ____ day of _____ and is effective as of this date until amended or repealed.

Selectboard Members:

TOWN OF WEATHERSFIELD, VERMONT

CAPITALIZATION OF ASSETS POLICY

(Chairperson)

(Vice Chair)

(Board Clerk)

(Selectperson)

(Selectperson)

Meeting date	July 6, 2020
AP warrant date	06/30/20
Payroll warrant date 1	06/18/20
Payroll warrant date 2	06/25/20
Payroll warrant date 3	07/02/20



TOWN OF WEATHERSFIELD, VERMONT

Warrants for Meeting of July 6, 2020

	Check Date	Payroll	Operating Expenses
General Fund			
	06/18/20	\$6,992.96	
	06/25/20	\$6,935.14	
	07/02/20	\$7,029.67	
AP	6/30/2020		\$77,617.85
Total		<u>\$20,957.77</u>	<u>\$77,617.85</u>
Highway Fund			
	06/18/20	\$4,200.70	
	06/25/20	\$4,362.93	
	07/02/20	\$3,973.75	
AP	6/30/2020		\$23,083.58
		<u>\$12,537.38</u>	<u>\$23,083.58</u>
Solid Waste Mgmt Fund			
	06/18/20	\$806.41	
	06/25/20	\$752.80	
	07/02/20	\$744.08	
AP	6/30/2020		\$11,409.37
Total		<u>\$2,303.29</u>	<u>\$11,409.37</u>
Library			
	06/18/20	\$899.77	
	06/25/20	\$899.77	
	07/02/20	\$897.88	
Total		<u>\$2,697.42</u>	<u>\$0.00</u>
Grants			\$26,990.63
Special Revenue			\$0.00
Reserves			
Long Term Debt			
Grand Totals		\$38,495.86	\$139,101.43

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 \$177,597.29. Let this be your order for the payments of these amounts.

07/01/20

Town of Weathersfield Accounts Payable

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08:21 am

Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AFLAC	AFLAC	06/04/20	Payroll Transfer PR-06/04/20	11-2-011-10.00 AFLAC	73.33	222594	06/30/20
AFLAC	AFLAC	06/04/20	Payroll Transfer PR-06/04/20	11-2-011-14.10 Insurance Prem Liability	26.04	222594	06/30/20
AFLAC	AFLAC	06/11/20	Payroll Transfer PR-06/11/20	11-2-011-10.00 AFLAC	73.33	222594	06/30/20
AFLAC	AFLAC	06/11/20	Payroll Transfer PR-06/11/20	11-2-011-14.10 Insurance Prem Liability	26.04	222594	06/30/20
AFLAC	AFLAC	06/18/20	Payroll Transfer PR-06/18/20	11-2-011-14.10 Insurance Prem Liability	26.04	222594	06/30/20
AFLAC	AFLAC	06/18/20	Payroll Transfer PR-06/18/20	11-2-011-10.00 AFLAC	73.33	222594	06/30/20
AFLAC	AFLAC	06/25/20	Payroll Transfer PR-06/25/20	11-2-011-10.00 AFLAC	73.33	222594	06/30/20
AFLAC	AFLAC	06/25/20	Payroll Transfer PR-06/25/20	11-2-011-14.10 Insurance Prem Liability	26.04	222594	06/30/20
AFLAC	AFLAC	07/02/20	Payroll Transfer PR-07/02/20	11-2-011-10.00 AFLAC	73.33	222594	06/30/20
AFLAC	AFLAC	07/02/20	Payroll Transfer PR-07/02/20	11-2-011-14.10 Insurance Prem Liability	26.04	222594	06/30/20
AMAZONCR	AMAZON	05/21/20	heavy Duty brown bags-COV 437845698986	11-7-601-20.01 Library-Office Supplies	30.74	222595	06/30/20
AMAZONCR	AMAZON	06/04/20	Emotion towel roll 448683483686	11-7-101-20.00 GF-Office Supplies	70.95	222595	06/30/20
AMAZONCR	AMAZON	05/21/20	Floor Decals-COVID 463349834663	11-7-205-31.00 Emergency Management	18.40	222595	06/30/20
AMAZONCR	AMAZON	05/12/20	Thermostat 473937958774	11-7-205-31.00 Emergency Management	131.98	222595	06/30/20
AMAZONCR	AMAZON	05/21/20	thermometer 575849487969	11-7-601-20.01 Library-Office Supplies	41.33	222595	06/30/20
AMAZONCR	AMAZON	05/12/20	Masks-COVID 774566648765	11-7-205-31.00 Emergency Management	82.97	222595	06/30/20
AMAZONCR	AMAZON	06/04/20	automatic towel 866567494933	11-7-101-20.00 GF-Office Supplies	84.99	222595	06/30/20
AMAZONCR	AMAZON	05/14/20	Masks-COVID 877995485664	11-7-205-31.00 Emergency Management	107.97	222595	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	Final FY20 Reimbursement 300103	11-7-206-30.01 AVFD-Hose Testing	1000.00	222597	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	Final FY20 Reimbursement 300103	11-7-206-30.00 AVFD Funding	4928.36	222597	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	Final FY20 Reimbursement 300103	11-7-206-30.02 AVFD-PPE	3035.00	222597	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	1 Gallon Hand Sanitizer 5610-11	11-7-205-31.00 Emergency Management	80.51	222597	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	6 Hand santizer HANDSANTIZER	11-7-205-31.00 Emergency Management	488.36	222597	06/30/20
ASVFD	ASCUTNEY VOL. FIRE DEPT.	06/29/20	Pump repair PATRIOTSINV	11-7-206-53.10 AVFD Fire Equip Repair	494.00	222597	06/30/20
AT&T SVC	AT & T MOBILITY	06/20/20	Cell phone June 20 JUNE 20CELL	11-7-201-31.00 Police-Telephone/communic	160.69	222598	06/30/20

07/01/20

Town of Weathersfield Accounts Payable

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08:21 am

Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
AT&T SVC	AT & T MOBILITY	06/20/20	Cell phone June 20	11-7-101-31.00	164.21	222598	06/30/20
			JUNE 20CELL	GF-Telephone			
BIBENS	BIBENS HOME CENTER INC.	06/16/20	Glue biner	11-7-301-60.10	34.71	222600	06/30/20
			L45813/1	Building Maintenance			
CARROT	CARROT-TOP INDUSTRIES, IN	06/15/20	Flag for memorial	11-7-302-38.89	71.98	222602	06/30/20
			46548900	Memorial Day			
HENAU	CATHERINE HENAULT	06/15/20	Overpymt Dogs	11-2-010-21.00	4.00	222604	06/30/20
			OVRPYMTDOGAS	Clerk to VT - Dog fees			
COLONI	COLONIAL LIFE	06/04/20	Payroll Transfer	11-2-011-14.10	59.01	222606	06/30/20
			PR-06/04/20	Insurance Prem Liability			
COLONI	COLONIAL LIFE	06/11/20	Payroll Transfer	11-2-011-14.10	59.01	222606	06/30/20
			PR-06/11/20	Insurance Prem Liability			
COLONI	COLONIAL LIFE	06/18/20	Payroll Transfer	11-2-011-14.10	59.01	222606	06/30/20
			PR-06/18/20	Insurance Prem Liability			
COLONI	COLONIAL LIFE	06/25/20	Payroll Transfer	11-2-011-14.10	59.01	222606	06/30/20
			PR-06/25/20	Insurance Prem Liability			
COLONI	COLONIAL LIFE	07/02/20	Payroll Transfer	11-2-011-14.10	59.01	222606	06/30/20
			PR-07/02/20	Insurance Prem Liability			
COMCAST	COMCAST	06/15/20	June 20	11-7-101-31.00	310.84	222607	06/30/20
			103104094	GF-Telephone			
COMCAST	COMCAST	06/15/20	June 20	11-7-601-31.00	82.06	222607	06/30/20
			103104094	Library-Telephone			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-105-20.00	51.84	222609	06/30/20
			ADMINMAY-JUN	Land Use-Supplies			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-101-25.15	179.88	222609	06/30/20
			ADMINMAY-JUN	GF-Software Purchase			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-101-21.00	24.00	222609	06/30/20
			ADMINMAY-JUN	GF-Postage			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-205-31.00	290.39	222609	06/30/20
			ADMINMAY-JUN	Emergency Management			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-101-24.00	1052.12	222609	06/30/20
			ADMINMAY-JUN	GF-Computer Equipment			
BUSINESSC	COMMERCIAL CARD SERVICES	06/16/20	May-June 20 Charges	11-7-101-20.00	26.32	222609	06/30/20
			ADMINMAY-JUN	GF-Office Supplies			
BUSINESSC	COMMERCIAL CARD SERVICES	05/20/20	APR 20 Charges	11-7-105-23.10	-538.11	222609	06/30/20
			APR20	Advertising and Notices			
BUSINESSC	COMMERCIAL CARD SERVICES	05/20/20	APR 20 Charges	11-7-105-42.50	25.00	222609	06/30/20
			APR20	Dues and Subscriptions			
BUSINESSC	COMMERCIAL CARD SERVICES	05/20/20	APR 20 Charges	11-7-205-31.00	366.70	222609	06/30/20
			APR20	Emergency Management			
BUSINESSC	COMMERCIAL CARD SERVICES	06/30/20	Latee fee int	11-7-101-99.00	35.76	222609	06/30/20
			LATEFEEMAY20	GF-Miscellaneous Expendit			
DINGEE	DINGEE MACHINE CO.	06/10/20	Engine 2 repairs	11-7-207-53.10	285.00	222611	06/30/20
			8621	WWVFD Fire Equip Repair			
DINGEE	DINGEE MACHINE CO.	06/15/20	Repairs to engine #1	11-7-207-53.10	3430.00	222611	06/30/20
			8623	WWVFD Fire Equip Repair			
DINGEE	DINGEE MACHINE CO.	06/29/20	E1 and E4	11-7-206-53.10	272.00	222611	06/30/20
			8633	AVFD Fire Equip Repair			
DOLITL	DOOLITTLE'S PRINTSERVE, I	06/10/20	Chip Cobb Tribute	11-7-302-38.89	106.67	222612	06/30/20
			47078	Memorial Day			

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
DOLITL	DOOLITTLE'S PRINTSERVE, I	06/17/20	COVID Signs 47202	11-7-205-31.00 Emergency Management	123.50	222612	06/30/20
DOLITL	DOOLITTLE'S PRINTSERVE, I	06/10/20	C.Whidden business card 47240	11-7-105-20.00 Land Use-Supplies	29.00	222612	06/30/20
DANIELSCO	Daniels Contruction, Inc	06/19/20	Ladder truck Repair 60808	11-7-206-53.10 AVFD Fire Equip Repair	528.19	222613	06/30/20
DANIELSCO	Daniels Contruction, Inc	06/30/20	E-4 Repair 60811	11-7-206-53.10 AVFD Fire Equip Repair	105.00	222613	06/30/20
LYNNETTE	ESTY, LYNNETTE	06/12/20	Lysol spray 061220EXP	11-7-101-20.00 GF-Office Supplies	19.40	222614	06/30/20
FIRESAFET	FIRE SAFETY USA INC	06/11/20	helmet, gloves 135619	11-7-207-30.00 WWVFD Funding	1355.00	222615	06/30/20
FIRESAFET	FIRE SAFETY USA INC	06/11/20	Microphone for vertex MAY 20	11-7-207-30.00 WWVFD Funding	154.98	222615	06/30/20
GMP	GREEN MOUNTAIN POWER	06/15/20	May-june 20 MMH 5259RTE5MAY2	11-7-301-30.00 Electricity & Gas	285.62	222618	06/30/20
HEIM	HEIMAN FIRE EQUIPMENT	05/21/20	ball shutoff, nozzle 0888854	11-7-207-30.00 WWVFD Funding	278.50	222620	06/30/20
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/12/20	Legal-Abbott 25059	11-7-101-43.15 GF-Legal : Town Forest Ac	1111.55	222621	06/30/20
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/12/20	Skyline Easements 25060	11-7-101-43.00 GF-Legal Fees	174.10	222621	06/30/20
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/12/20	D.Nelson Zoning 25061	11-7-105-43.00 Legal Expense	214.43	222621	06/30/20
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/12/20	Reed zoning 25062	11-7-105-43.00 Legal Expense	77.92	222621	06/30/20
CAROLYNH	HIER, CAROLYN A.	06/12/20	Mileag May-June 20 MAY-JUNE20MI	11-7-104-29.00 Expense Reimbursement	67.28	222622	06/30/20
JARVIS	JARVIS & SON'S INC.	06/11/20	Replace Fire hydrant 3616	11-7-205-90.20 Dry Hydrant Maintenance	783.70	222626	06/30/20
LAWSON	LAWSON PRODUCTS, INC	06/04/20	Face masks 9307629657	11-7-205-31.00 Emergency Management	651.70	222627	06/30/20
LINCOLN	LINCOLN NATIONAL LIFE INS	06/23/20	July 20 Premiums JULY20PREMIU	11-1-030-00.00 Prepaid Expenses & Insr	610.42	222628	06/30/20
MCKESS	MCKESSON MEDICAL-SURGICAL	05/28/20	case 05684335	11-7-207-30.00 WWVFD Funding	18.97	222629	06/30/20
MES	MUNICIPAL EMERGENCY SERVI	05/13/20	Foam 1457969	11-7-207-30.00 WWVFD Funding	198.26	222631	06/30/20
MES	MUNICIPAL EMERGENCY SERVI	05/22/20	batteries 1461352	11-7-207-30.00 WWVFD Funding	181.13	222631	06/30/20
MVP	MVP HEALTH CARE	06/13/20	July 20 Premiums 431242JULY20	11-1-030-00.00 Prepaid Expenses & Insr	15630.62	222632	06/30/20
NE MUN	NEMRC	06/18/20	Annual support 45884	11-1-030-00.00 Prepaid Expenses & Insr	5000.00	222633	06/30/20
NICHOLSG	NICHOLS, GWENN	06/15/20	Overpymt for dog OVERPDDOG	11-2-010-21.00 Clerk to VT - Dog fees	4.00	222634	06/30/20
VTAGHUMAN	OFFICE OF CHILD SUPPORT	06/18/20	Payroll Transfer PR-06/18/20	11-2-011-07.00 Garnishments	327.84	222636	06/30/20
VTAGHUMAN	OFFICE OF CHILD SUPPORT	06/25/20	Payroll Transfer PR-06/25/20	11-2-011-07.00 Garnishments	327.84	222636	06/30/20

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VTAGHUMAN	OFFICE OF CHILD SUPPORT	07/02/20	Payroll Transfer PR-07/02/20	11-2-011-07.00 Garnishments	327.84	222636	06/30/20
PARKER&AN	PARKER & ANKUDA, P.C.	06/23/20	FY20 Tax sale legal TAX SALEFY20	11-7-101-29.19 GF-DTax Legal Expenses	2940.48	222637	06/30/20
REVIZ	REVIZE LLC	06/12/20	Website upgrade 10060	11-7-101-25.10 GF-Website Development	3050.00	222640	06/30/20
SWCRP	SOUTHERN WINDSOR COUNTY R	07/01/20	FY21 Annual assessment 2021-9	11-1-030-00.00 Prepaid Expenses & Insr	3531.25	222643	06/30/20
SPURRS	SPURRS REPAIR	06/19/20	Glow plugs 21686	11-7-207-53.10 WWVD Fire Equip Repair	439.14	222645	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/01/20	Bulletin Board 2543592901	11-7-101-20.00 GF-Office Supplies	395.99	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/02/20	Air duster 2544214421	11-7-101-20.00 GF-Office Supplies	4.67	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/03/20	True red color printer 2545597751	11-7-101-20.00 GF-Office Supplies	31.99	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/06/20	Batteries,staples clasp 2548883511	11-7-101-20.00 GF-Office Supplies	57.49	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/10/20	Dry Erase marker 2551659031	11-7-101-20.00 GF-Office Supplies	24.50	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	06/10/20	Displays single frame 2552205241	11-7-101-20.00 GF-Office Supplies	130.58	222647	06/30/20
STAPLES	STAPLES CREDIT PLAN	05/27/20	toner, paper 9816799767	11-7-101-20.00 GF-Office Supplies	12.21	222647	06/30/20
TJ PROPER	TJ PROPERTY MANAGEMENT LL	06/13/20	Spring clean up 5176	11-7-301-60.10 Building Maintenance	35.00	222649	06/30/20
TJ PROPER	TJ PROPERTY MANAGEMENT LL	06/13/20	Spring clean up 5176	11-7-302-39.00 1879 School house Maint	55.00	222649	06/30/20
TJ PROPER	TJ PROPERTY MANAGEMENT LL	06/13/20	Spring clean up 5176	11-7-601-62.10 Library-Building Maint.	35.00	222649	06/30/20
TJ PROPER	TJ PROPERTY MANAGEMENT LL	06/13/20	Spring clean up 5176	11-7-302-38.85 Town Parks	90.00	222649	06/30/20
TJ PROPER	TJ PROPERTY MANAGEMENT LL	06/13/20	Spring clean up 5176	11-7-302-31.20 Center Grove Maintenance	100.00	222649	06/30/20
TOWNWEATH	TOWN OF WEATHERSFIELD	07/02/20	Payroll Transfer PR-07/02/20	11-2-011-15.00 Miscellaneous Deduction	119.70	222650	06/30/20
VALLEYNEW	VALLEY NEWS	06/13/20	Public hearing zoning byl 293876	11-7-105-23.10 Advertising and Notices	125.80	222654	06/30/20
VALLEYNEW	VALLEY NEWS	06/23/20	May 20 tax sales MAYTAXSALEWS	11-7-101-29.19 GF-DTax Legal Expenses	195.50	222654	06/30/20
VLCT MUNI	VLCT	06/23/20	FY21 Dues 21RD220	11-1-030-00.00 Prepaid Expenses & Insr	4591.00	222655	06/30/20
VMERS DB	VMERS DB.	06/04/20	Payroll Transfer PR-06/04/20	11-2-011-05.00 Retirement	1930.04	222656	06/30/20
VMERS DB	VMERS DB.	06/11/20	Payroll Transfer PR-06/11/20	11-2-011-05.00 Retirement	1805.36	222656	06/30/20
VMERS DB	VMERS DB.	06/18/20	Payroll Transfer PR-06/18/20	11-2-011-05.00 Retirement	1749.41	222656	06/30/20
VMERS DB	VMERS DB.	06/25/20	Payroll Transfer PR-06/25/20	11-2-011-05.00 Retirement	1733.58	222656	06/30/20

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Town of Weathersfield Accounts Payable

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08:21 am

Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1 (General Fund) All check #s 06/30/20 To 06/30/20

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VMERS DB	07/02/20	Payroll Transfer	11-2-011-05.00	1847.93	222656	06/30/20
		PR-07/02/20	Retirement			
WWVFD	06/15/20	spoons,batteries,sticky n	11-7-207-30.00	60.45	222657	06/30/20
		AMAZONORDER	WWVFD Funding			
WWVFD	06/15/20	Cell,staples	11-7-207-30.00	791.12	222657	06/30/20
		JUNE 20	WWVFD Funding			
WEXBANK	06/23/20	June 20 Gas	11-7-206-51.00	300.08	222658	06/30/20
		66094476	AVFD Fuel			
WEXFLEET	06/15/20	May-June 20 charges	11-7-201-51.00	574.67	222659	06/30/20
		65993280	Gas and Oil			
PRTAXES	07/02/20	Payroll Transfer	11-2-011-02.00	2746.56 E	1555	06/30/20
		PR-07/02/20	Social Security W/H			
PRTAXES	07/02/20	Payroll Transfer	11-2-011-01.00	1703.04 E	1555	06/30/20
		PR-07/02/20	Federal Income Tax W/H			

				77617.85		
				=====		
		Report Total				

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AT&T SVC	AT & T MOBILITY	06/20/20	Cell phone June 20 JUNE 20CELL	12-7-101-31.00 Wireless/Pager Service	67.35	222598	06/30/20
PATRIOT	ATG WESTMINSTER	06/20/20	2016 Western Star T-16 R301004085:0	12-7-101-52.00 Repairs & Supplies	786.20	222599	06/30/20
BIBENS	BIBENS HOME CENTER INC.	06/09/20	Brush knife, wedge L45003/1	12-7-101-52.00 Repairs & Supplies	55.95	222600	06/30/20
BIBENS	BIBENS HOME CENTER INC.	06/10/20	bar chain L45115/1	12-7-101-52.00 Repairs & Supplies	119.92	222600	06/30/20
BIBENS	BIBENS HOME CENTER INC.	06/10/20	Gas can no spill L45211/1	12-7-101-52.00 Repairs & Supplies	121.40	222600	06/30/20
BIBENS	BIBENS HOME CENTER INC.	06/11/20	chain Saw Husqvarna L45316/1	12-7-101-53.00 Equipment	479.94	222600	06/30/20
BIBENS	BIBENS HOME CENTER INC.	06/23/20	Trash bags L46678/1	12-7-101-52.00 Repairs & Supplies	27.98	222600	06/30/20
BRENNTA	BRENNTAG LUBRICANTS	06/09/20	Red Grease 6645168	12-7-101-52.00 Repairs & Supplies	88.76	222601	06/30/20
BUSINESSC	COMMERCIAL CARD SERVICES	06/15/20	HWY Charges May-June20 HWY MAY 20	12-7-101-52.00 Repairs & Supplies	37.34	222609	06/30/20
F W WEBB	FW WEBB COMPANY	06/11/20	PVC 67406599-2	12-7-101-52.00 Repairs & Supplies	12.95	222616	06/30/20
GORMAN	GORMAN GROUP, LLC	06/12/20	4872 gal Calcium 11011223	12-7-101-58.30 Chloride	4384.80	222617	06/30/20
HODG	HODGDON METAL RECYCLING	06/20/20	Plow Frame 111	12-7-101-52.00 Repairs & Supplies	100.00	222623	06/30/20
HOME DEPO	HOME DEPOT CREDIT SERVICE	06/11/20	Scaffold caster 5553859	12-7-101-52.00 Repairs & Supplies	443.70	222624	06/30/20
HOME DEPO	HOME DEPOT CREDIT SERVICE	06/11/20	Saferstack 5759882	12-7-101-52.00 Repairs & Supplies	341.78	222624	06/30/20
HOME DEPO	HOME DEPOT CREDIT SERVICE	06/10/20	metal tech alum scaffold 6901899	12-7-101-52.00 Repairs & Supplies	254.00	222624	06/30/20
IRVINGOIL	IRVING ENERGY DISTRIBUTIO	06/09/20	2721 gallons 2292388 647406	12-7-101-51.10 Diesel Fuel	4030.34	222625	06/30/20
MOUNTM	MOUNTAIN MEADOW PROPERTY	06/25/20	Sweeping of town paved ro 2235	12-7-101-45.00 Contract Work	995.00	222630	06/30/20
PETE'S	PETE'S TIRE BARN, INC.	06/23/20	2 firestone tires 043053	12-7-103-52.10 Tires	899.52	222638	06/30/20
OSGOOD	RALPH OSGOOD, INC.	06/16/20	Pipe and pin 28075	12-7-101-52.00 Repairs & Supplies	48.90	222639	06/30/20
SANEL	SANEL NAPA SPRINGFIELD	06/25/20	Valve 453608004	12-7-101-52.00 Repairs & Supplies	127.72	222641	06/30/20
SOHA	SOHARS	06/11/20	Fisher Blade 1486989	12-7-101-52.10 Grader & Snow Plow Blades	172.56	222642	06/30/20
SOUTHWOTH	SOUTHWORTH-MILTON, INC	06/09/20	Pin 1961049	12-7-101-52.00 Repairs & Supplies	348.42	222644	06/30/20
STPIERRE	ST. PIERRE INC.	06/15/20	1" gravel 1005207	12-7-101-58.26 Gravel Purchase	2342.04	222646	06/30/20
STAPLES	STAPLES CREDIT PLAN	05/27/20	toner, paper 9816799767	12-7-101-20.00 Office Supplies	76.99	222647	06/30/20
TDS	TDS TELECOM	06/12/20	Internet and Phone 2635272MAY20	12-7-101-31.00 Wireless/Pager Service	81.01	222648	06/30/20

07/01/20

Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1 (General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
TDS	TDS TELECOM	06/12/20	Internet and Phone 2635272MAY20	12-7-101-25.00 Internet Services	45.00	222648	06/30/20
TWINSTG	TWIN STATE GARAGE DOOR, L	06/10/20	yearly maintenance 13405	12-7-101-52.00 Repairs & Supplies	1521.90	222651	06/30/20
U1ST	UNIFIRST	06/12/20	uniforms 06/12 0354493570	12-7-101-20.00 Office Supplies	100.53	222652	06/30/20
U1ST	UNIFIRST	06/19/20	uniforms 06/19 0354495585	12-7-101-15.20 HWY-Uniforms & Cleaning	99.03	222652	06/30/20
U1ST	UNIFIRST	06/26/20	Uniforms 06/26/20 0354497553	12-7-101-15.20 HWY-Uniforms & Cleaning	99.03	222652	06/30/20
TROTT	UNITED AG & TURF	06/18/20	York FM Rake 02-79061	12-7-101-53.00 Equipment	4699.00	222653	06/30/20
AMAZONCR	AMAZON	06/22/20	Gojo 587459599837	12-7-101-52.00 Repairs & Supplies	74.52	222663	06/30/20

Report Total

 23083.58
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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (Special Revenue)

Account

For Check Acct 1 (General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
APPLIED	APPLIED INDUSTRIAL TECHNO	06/17/20	Vests	15-7-208-01.00	68.80	222596	06/30/20
			7019140852	GF-VLCT-PACIF Grant			
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	06/06/20	Ditch Stone	15-7-207-07.00	2413.00	222605	06/30/20
			102170	HWY-BBR-Skyline Drive			
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	06/13/20	Ditch Stone	15-7-207-07.00	1110.00	222605	06/30/20
			102321	HWY-BBR-Skyline Drive			
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	06/20/20	Ditch Stone Skyline	15-7-207-08.00	2886.00	222605	06/30/20
			102436	HWY-GIA-Skyline			
BUSINESSC	COMMERCIAL CARD SERVICES	06/15/20	HWY Charges May-June20	15-7-208-01.00	937.83	222609	06/30/20
			HWYMAY 20	GF-VLCT-PACIF Grant			
LESNIC	DANIEL LESNICK EXCAVATING	06/18/20	Skyline GIA-BBR	15-7-207-07.00	13050.00	222610	06/30/20
			1661	HWY-BBR-Skyline Drive			
LESNIC	DANIEL LESNICK EXCAVATING	06/18/20	Skyline GIA-BBR	15-7-207-08.00	6525.00	222610	06/30/20
			1661	HWY-GIA-Skyline			
Report Total					26990.63		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (Solid Waste)

Account

For Check Acct 1 (General Fund) All check #s 06/30/20 To 06/30/20

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-101-45.26 C&D-Container Charge	490.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-102-45.00 Zero Sort contain &Tipp	288.92	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-101-45.10 C&D Tippage	712.51	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-101-45.05 Trash-Tippage	1254.97	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-102-45.00 Zero Sort contain &Tipp	282.72	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/08/20	PU 06/01-03/20 568894	21-7-101-45.25 Trash Container charge	245.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-102-45.00 Zero Sort contain &Tipp	441.29	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-101-45.25 Trash Container charge	245.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-102-45.00 Zero Sort contain &Tipp	577.84	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-101-45.26 C&D-Container Charge	490.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-101-45.05 Trash-Tippage	1319.54	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/15/20	PU 06/10-06/12 569711	21-7-101-45.10 C&D Tippage	732.96	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-102-45.00 Zero Sort contain &Tipp	335.58	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-101-45.10 C&D Tippage	356.26	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-102-45.00 Zero Sort contain &Tipp	288.92	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-101-45.25 Trash Container charge	490.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-101-45.26 C&D-Container Charge	245.00	222603	06/30/20
GOBIN	CASELLA WASTE SERVICES	06/22/20	PU 06/17 &06/18 570590	21-7-101-45.05 Trash-Tippage	1922.27	222603	06/30/20
COMCAST	COMCAST	06/15/20	June 20 103104094	21-7-101-31.00 Telephone	271.06	222607	06/30/20
COMCASTBU	COMCAST BUSINESS	06/12/20	May 20 Transfer Stat MAY20TRANS	21-7-101-31.00 Telephone	136.68	222608	06/30/20
GRO	GROW COMPOST OF VERMONT L	06/30/20	Food Scraps June 20 11224	21-7-102-45.01 Recycling Expense	112.67	222619	06/30/20
NERESREC	NORTHEAST RESOURCE RECOVE	06/12/20	Scrap metal and tires 73954	21-6-101-07.05 Recycling Income	-191.07	222635	06/30/20
NERESREC	NORTHEAST RESOURCE RECOVE	06/12/20	Scrap metal and tires 73954	21-7-102-45.03 Disposal of Tires	361.25	222635	06/30/20

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Check Warrant Report # 19271 Current Prior Next FY Invoices For Fund (Solid Waste)
For Check Acct 1(General Fund) All check #s 06/30/20 To 06/30/20

Account

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date

	Report Total			11409.37		
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