

TOWN OF WEATHERSFIELD, VERMONT  
SELECT BOARD

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**Select Board Agenda  
Martin Memorial Hall  
5259 US Route 5  
Monday October 21<sup>st</sup>, 2019  
7:00 P.M.  
REGULAR MEETING**

1. Call to Order
2. Agenda Review
3. Comments from Select Board and Town Manager
4. Comments from Citizens on Topics not on Agenda
5. Review Minutes from Previous Meetings 10/7/2019
6. Approve Warrant
7. Town Manager Search Process
8. Solar Update
  - a. Update on recent PUC filings
  - b. Net-metering Agreement Review
9. Fire Discussion
10. Employee Health Plan Renewal
11. Town Office Security Bid
12. Town Forest update
13. Appointments
  - A. **Budget Committee** (Three Openings)
  - B. CRJC Mt Ascutney Subcommittee
  - C. Fence Viewer (Two Openings)
  - D. Southern Windsor County Transportation Advisory Committee
  - E. Zoning Board of Adjustment (One Opening)
  - F. Village Planning Committee
14. Adjourn
15. Future Items:
  - a. Budget update

**TOWN OF WEATHERSFIELD, VERMONT**

**SELECT BOARD**

**Select Board  
Martin Memorial Hall  
5259 Route 5, Ascutney VT  
Monday, October 7, 2019  
7:00 PM  
REGULAR MEETING**

**MINUTES**

**Select Board Members Present:** N. John Arrison  
Daniel Boyer  
David Fuller  
Kelly Murphy  
Michael Todd

**Select Board Members Absent:**

**Sven Fedorow, Interim Town Manager**

**Others Present:**

Fred Kowalik	Ed Morris	Josh Compo	Josh Dauphin
Jeff Pelton	Edith Stillson	Paul Tillman	Martha Staskus
Mychael Spaulding	Mavis Ellingwood	Lisa Slade	Tracy Dauphin
NaToshya Dauphin	Travis Compo	Colby Hodgdon	Howard Page
Darrin Spaulding	Derek Gurney		

**1. Call to Order**

Ms. Murphy called the meeting to order at 7:00PM.

**2. Agenda Review**

There were no changes to the agenda.

**3. Comments from Select Board and Town Manager**

Mr. Boyer said he had been given a road tour by Mr. Stapleton. He was impressed with the work being done by choosing site-specific materials.

Mr. Fuller advised not painting lines on the sides of the Center Road until the leaves can be cleared off.

Mr. Arrison expressed concern about security of the Town's financing systems in light of recent events in Norwich. He called for an open discussion on the matter.

Ms. Murphy called for a discussion on changes to the salt shed grant budget for the next meeting.

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Ms. Murphy introduced Mr. Fedorow as the Town's interim manager. Mr. Fedorow thanked the Board for giving him the opportunity.

**4. Comments from Citizens on topics not on the agenda**

Jeff Pelton, member of the Conservation Commission, announced that there will be work done on October 19<sup>th</sup> from 9 AM to noon in the Town Forest to remove downed trees and brush from the old logging roads. Volunteers are needed. Members of the Sport Trails of Ascutney Basin will be assisting. Entrance will be through the state park.

Mr. Fuller expressed deep concern for the status of the Town's quest to gain access to the forest from Weathersfield. He called for an evaluation of where we are in the process.

Mr. Morris said the Town does have access through the state park. The attorney has an easement written up for access through the Abbott property. The next step is for the Town to purchase the easement. That is in the Abbott's attorney's hands at this time. It will come back to the Board to finalize the purchase of the easement.

Ms. Murphy said this will go on an agenda soon.

Lisa Slade asked if the Cemetery Commission has meetings and if they have minutes because she was unable to find them on the Town website. The Board was unable to answer the question. Ms. Slade wanted to know how the decision was made to do the fencing at the cemetery in Ascutney and how the funds were obtained to do it. The Ascutneyville Cemetery is owned by the Ascutneyville Cemetery Association, which is a private nonprofit organization. The Association's Board of Trustees made the decision to change the fencing at the cemetery. The fencing was paid for with Association funds. The Board keeps minutes of their meetings, but they are not published.

Ms. Slade asked if the Town had considered accepting tax payments by credit card. Town Accountant Darlene Kelly said she is looking into it. Mr. Morris said he had spoken to the Town's computer company about it. Both Ms. Kelly and Mr. Morris said that security is the primary concern.

**5. Review minutes from previous meetings – 9/16/2019**

**Additions/corrections/deletions:**

a. There were none.

**Motion:** To approve the minutes of September 16, 2019

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

**Vote:** All in favor

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**6. Appoint Town Health Officer**

Mr. Morris resigned his position as Town Health Officer when he resigned as the Town Manager. Mr. Fedorow has been serving as the Deputy.

**Motion:** To appoint Sven Fedorow as the Weathersfield Health Officer.

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

**Vote:** All in favor

As the Town is not required to have a deputy health officer, the board chose not to appoint one.

**7. Town Manager Search Process**

Abby Friedman from VLCT joined the meeting by telephone to update the Board on the manager search process.

Ms. Friedman said that only 14 applications had been received and said it might be worthwhile to expand the advertising in hopes of encouraging more applications. She said the process is on track with Mr. Morris's suggested timeline.

Once the application period is over, Ms. Friedman will bring the applications to the Town Office and meet with whoever will be doing the initial screening. The applications will be left at the office for people to "sign out" and review.

Ms. Friedman will go through the interview questions for the first round of interviews (there are some questions that can't be asked at this phase). She can help to develop those initial questions. The Board will need to set a date for the first round of interviews. Each interview will probably take about 30 minutes. It will have to be decided who will be interviewed in person or over the phone. There are usually two rounds of screening interviews, with the applicant pool getting smaller with each round. VLCT will have all of the applicants' contact information and will schedule the interviews.

Ms. Murphy asked if Ms. Friedman was recommending advertising in different places or longer in the same places. Ms. Friedman suggested advertising on the Jobs in VT site for two weeks at an estimated cost of \$250. She had suggestions for refreshing the existing advertising already out there.

It was agreed to not extend the deadline for receiving applications (October 21<sup>st</sup>).

**Motion:** To authorize spending \$250 advertising on Jobs in VT for two weeks.

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

**Vote:** All in favor

**TOWN OF WEATHERSFIELD, VERMONT**  
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The Board members remarked on the low number of applications received thus far compared to the number received in 2015 (14 vs 46). It was noted that Woodstock, Chester and Springfield are also hiring.

Ms. Murphy urged that they stay as close to the proposed calendar as possible; but acknowledged that that will depend on the viability of the applications received.

**8. Appoint Town Manager Search Committee**

The Board reviewed the letters of request they received for the citizen members of the committee and the staff members. They also reviewed the agreed upon number of seats for each group, and then made their decisions.

**Motion:** To appoint Lisa Slade, deForest Bearse, Josh Compo, Paul Tillman and Josh Dauphin as citizens at large

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

**Vote:** All in favor

There are to be 4 staff seats on the committee; 6 letters of request were received. The Board discussed how best to make their choices.

Mr. Todd favored appointing Mr. Hier, Mr. Stapleton, Ms. Kelly and Ms. Terrill on the grounds that they each work directly with the manager. After some discussion about various combinations, the Board agreed with Mr. Todd's choices.

**Motion:** To appoint Mr. Hier, Mr. Stapleton, Ms. Kelly and Ms. Terrill as staff members on the search committee

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

**Vote:** All in favor

Ms. Murphy thanked all the appointees for volunteering and said she will let them know what's next.

**9. Solar Update**

**a. Lease Review**

The phase 1 environmental assessment is underway.

The Town's Attorney has reviewed the leases and approves.

Mr. Fedorow recommended apportioning the net metering agreement equally between both sites instead of just one, because the Town won't use all of the power generated by either of the sites. The Town attorney hasn't been asked to review that recommendation yet.

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Mr. Fuller asked if the size of the site at the highway garage had been reduced. Norwich Solar representative Martha Staskus explained that the size of the array field is smaller than the size of the area of disturbance.

ANR has concerns at the garage site. Mr. Fedorow said the entire southwest corner of the town is rare and endangered species habitat for the northern long eared bat. ANR is seeking testimony on that. Mr. Fedorow said they usually limit cutting certain trees and when cutting can occur to prevent conflict with the bats.

Ms. Staskus said ANR had submitted comments during the 30-day comment period and requested a hearing for stormwater, wetlands and the bats. Stormwater has been taken off the table because the town asserted that it won't be necessary. Wetlands have also been dismissed. Adam Gravels is a bat expert. The project has proposed limiting the time of cutting – which is in the summer. We would not be able to cut the trees between April 15<sup>th</sup> and August 31<sup>st</sup>. That would avoid a “taking” of the bats.

Ms. Staskus said at this time the only thing Norwich Solar is looking for from the Town is executing the option for the leases. The leases will never be executed unless a CPG is issued.

Mr. Morris recommended including a blanket statement in the lease option that the lease option is pending a net metering agreement.

There was considerable discussion with Ms. Staskus about the net metering agreement.

**Motion:** To exercise the lease option for the highway garage solar project

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

**Vote:** Unanimous in favor

**Motion:** To exercise the lease option for the transfer station solar project

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

Mr. Kowalik said that none of his concerns have been met yet. Ms. Staskus explained why there have been delays (primarily having to do with ANR and their process) and why Mr. Kowalik's deadline hadn't been met. She said they have asked for an extension to October 14<sup>th</sup>.

**Motion:** To table the decision on the transfer station lease option to the November 4<sup>th</sup> (select board) meeting;

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

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Ms. Staskus said they (Norwich Solar) have been ordered to address Fred and Nikita's concerns; the lease agreement requires Norwich Solar to provide screening for Fred and Nikita. She said a stormwater construction general permit must be obtained to address storm water issues.

Nikita said there are "significant issues" that are valid and they are not being addressed yet, so why are we even entertaining a lease now?

**Vote on Mr. Fuller's motion** – all in favor

Mr. Arrison and Mr. Boyer agreed to withdraw their motion.

**b. Boundary Marking**

Ms. Staskus said the limits of disturbance (at the transfer station) are marked with pink. The surveyor will have to come back to do boundary line.

**10. Fire Discussion**

The Board had asked for spread sheets showing the number and nature of calls responded to and the number of firefighters responding to each call. After much delay, it was determined that neither department actually constructs such a spread sheet. What the Board ended up with were stacks of call logs from each department. The board also received the SOGs from the WWVFD.

Chief Spaulding said he had sent in everything asked for on October 2<sup>nd</sup> via email and asked why the materials hadn't made it into the Board's meeting packets. Mr. Fedorow couldn't confirm that he had actually received everything that the Chief said he had sent.

Ms. Murphy said the Board has copies of guidelines received from VLCT regarding civilians riding on apparatus. This information was provided as an update to an earlier request.

The Board was still unclear if it had all of the information it had requested.

Chief Spaulding then handed in a sheet with call volumes by type. He also handed in a copy of AVFA's SOGs.

There was discussion on the practice of responding to a call with only one person in the apparatus. Chief Dauphin said his concerns are directed mainly toward a single person attempting to respond to a call in a large truck or engine. He said response times from WWVFD can sometimes be slower than AVFA because WWVFD will wait until more personnel arrive before leaving the station. Mr. Fuller said that practices probably depend on the nature of the call.

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Ms. Murphy once again asked the Board what else it needed to come to a decision on what it should do.

Mr. Fuller said the Town desperately needs its volunteers and he prefers not to tell the department how to do their jobs.

Ms. Murphy again asked, "Are we going to create a municipal department supported by volunteers?" and "what do you need to make that decision?"

Mr. Boyer said the Board had already voted to create a municipal department. Nothing has changed that. The Board just needs to make it work.

Mr. Todd countered with the fact that the voters had voted down the budget for the municipal chief.

Mr. Boyer said that if the Town went municipal, the stipends wouldn't be paid out and those funds could be rolled into the cost of the chief.

**Motion:** To rescind the vote held in November on a municipal department

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

Ms. Murphy said she would vote no because she wants to see it move forward as she feels it is in the best interest of the town. She believes both sets of volunteers are dedicated to firefighting.

Mr. Arrison said he would vote no because he wants WWVFD to be municipal and AVFD to remain private.

Roll call vote:

Mr. Arrison – no

Mr. Boyer – no

Mr. Fuller – yes

Mr. Todd – yes

Ms. Murphy – no

At 9:00 PM, the Board voted to extend the meeting.

**Motion:** To extend the meeting for 30 minutes

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

**Vote:** All in favor



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This discussion will continue at the next meeting.

Chief Spaulding said that 4 times their credit card has been denied when trying to buy fuel and that Dingee didn't get paid for two months. He claimed that there is a problem with bills not being paid.

Ms. Kelly explained her process and the logistical obstacles. She asked for permission to pay AVFA's fuel bills outside of the warrant (with oversight) to resolve the issue.

**Motion:** To authorize Darlene Kelly to pay the Ascutney Volunteer Fire Association fuel bills outside of the warrant with joint approvals from Mr. Fedorow and Mr. Hier

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

**Vote:** Unanimous in favor

**11. Land Use Assessors Position**

Mr. Fedorow recommended postponing this discussion until he can look into it further. Ms. Kelly objected because of her need to move forward with budgeting.

It was agreed that Ms. Kelly should move forward with two budgets – one with the combined position and one without for the Board to review and discuss.

**12. Non-Profit Funding Requests**

Ms. Murphy said this is an FYI for everyone to prepare for what is about to take place. She recommended pushing up the November date so it can all be done ahead of the budget discussions.

No decisions were needed on this at this meeting.

**13. Appointments**

**a. Veterans Memorial Committee – Edith Stillson, Patience Bearse**

**Motion:** To appoint Edith Stillson and Patience Bearse to the Veterans Memorial Committee.

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

**Vote:** Unanimous in favor

**14. Approve Warrants**

**Motion:** To approve the warrants for 10/7/2019 as follow:

General Funds	Operating Expenses	\$35,060.42
	Payroll	\$22,688.74
Highway Fund	Operating Expenses	\$22,695.11

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	Payroll	\$12,312.27
Solid Waste Management Fund		
	Operating Expenses	\$11,375.24
	Payroll	\$2,734.27
Library		
	Operating Expenses	\$0.00
	Payroll	\$2,758.91
Grants		
		\$20,088.96
Agency Monies		
		\$0.00
Reserves		
		\$0.00
Long Term Debt		
		\$0.00
Grand Totals	Operating Expenses	\$89,219.73
	Payroll	\$40,494.02

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

Mr. Arrison questioned charging fire safety to dry hydrant maintenance. Ms. Kelly said she would get the bill and review its breakdown.

**Vote:** All in favor

**15. Water District Project Discussion**

This item was on the agenda as an FYI and update. Paul Tillman said the project is underway. Water will be shut off Wednesday (see the website) for repairs. The school will not be affected. The shut off will affect mainly those along Routes 5 and 131 and Old Bridge Road.

There was discussion about who received notices of the project and the impending shut-off and the accuracy of the Fire District's mailing list.

**16. Executive Session as per 1 V.S.A. §313(3) Personnel**

At 9:29 PM, the Board motioned to go into executive session.

**Motion:** To go into executive session as per 1 V.S.A. §313(3) Personnel and to include Mr. Fedorow and Mr. Morris.

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

**Vote:** Unanimous in favor

At 9:42 PM, Ms. Murphy closed the executive session.

**Motion:** To transition the interim town manager to Group C if VMERS, from the current Group A, and to prorate 150 hours of vacation time during his temporary position.

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**Made by:** Mr. Todd    **Second:** Mr. Fuller  
**Vote:** Unanimous in favor

**17. Future Meeting Agenda Items**

**18. Adjourn**

**Motion:** To adjourn the meeting

**Made by:** Mr. Fuller    **Second:** Mr. Boyer

**Vote:** Unanimous in favor

The meeting adjourned at 9:43 PM.

Respectfully submitted,  
*deForest Bearse*

**WEATHERSFIELD SELECTBOARD**

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

\_\_\_\_\_  
Daniel E. Boyer, Selector

\_\_\_\_\_  
David Fuller, Vice-Chairperson

\_\_\_\_\_  
Kelly Murphy, Chairperson

\_\_\_\_\_  
Michael Todd, Clerk



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Town Manager Search Process

Last meeting, members were selected for the Town Manager Search Committee. The application deadline for the Town Manager position is today. Any other updates or discussion regarding the Town Manager search process will be discussed.



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802) 674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Solar Update

New filings with the PUC since the last Selectboard meeting have been included in this packet. At the last meeting, the Selectboard unanimously approved exercising the lease option on the Weathersfield Town Garage solar project.

A copy of a proposed "Solar Net Metering Credit Agreement" was included in the last meeting packet. Since then, the proposed agreement has been reviewed by the Town Attorney and a number of changes were proposed by the Town Attorney as a result. Those changes are reflected in the marked up proposed contract documents in this packet, and include modifications to the pricing on the net metering credits so that there is a floating discount of 10% rather than a fixed initial discount of 12% with costs escalating annually by 1.5%, change of venue from Burlington to Windsor County in the event of a dispute, and a change to record retention requirements.

Last meeting there was also discussion regarding how to balance or apportion the allocation of credits & power across both projects, and a contract rider to accomplish that was drafted, reviewed by the Town Attorney and Norwich Solar, and is included in this packet.

Lastly, a proposed change by the Town Attorney to section 3(e) of the Lease Agreement, covering the Decommissioning and General Fund, has been included for review.

## Sven Fedorow

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**From:** Kevin Davis <davis@norwichsolar.com>  
**Sent:** Thursday, October 17, 2019 9:54 AM  
**To:** Sven Fedorow  
**Cc:** Martha Staskus  
**Subject:** Net Metering Agreement Revisions  
**Attachments:** Town of Weathersfield NMA\_TOWN GARAGE\_10162019\_KAD revisions.docx; Town of Weathersfield NMA\_TRANSFER STATION\_10162019\_KAD revisions.docx; Town of Weathersfield NMA Savings Calculations\_10% Float\_10172019.xlsx

Good morning Sven,

Thanks for making some time yesterday to talk through the revisions on the NMA's for the Town of Weathersfield. I have made the changes that we discussed, see attached.

I'm also attaching an Excel table that shows the break-down of how the Net Metering Credits will be applied, and the associated savings to the Town as a result of the NMA. When moving from a fixed escalator (the annual 1.5% increase that was originally contemplated) to a floating discount (the constant 10% discount that we are moving to now), we need to remove the value of the REC's from the equation. Hopefully this is self explanatory, but if not please give me a call and we can discuss further.

Kind regards,

Kevin

--



**Kevin Davis** | Vice President of Sales

| **Norwich Solar Technologies**

| **phone:** 802-359-7405

| **mobile:** 603-843-5871

| **email:** [davis@norwichsolar.com](mailto:davis@norwichsolar.com)

| **site:** [norwichsolar.com](http://norwichsolar.com)

| **address:** 15 Railroad Row, Ste 101, WRJ, VT 05001



					Savings for the Town of Weathersfield - <i>Difference between value of NMC's received and cost of NMC's paid to System Owner</i>			
Kilowatt Hours Allocated to Town of Weathersfield	Residential Retail Rate (Expected at time of C.O.D.)	Siting Adjustor	Total Value of Net Metering Credits Applied to Town of Weathersfield Utility Accounts	Cost to Town of Weathersfield for Net Metering Credits Received - Paid to Owner of Solar Project		Renewable Energy Certificate Incentive (Only credited to Town of Weathersfield Utility accounts in Years 1-10)	Total Value of Renewable Energy Incentive Credits Applied to Town of Weathersfield Utility Accounts	Total Cost that Town of Weathersfield will pay to System Owner for Renewable Energy Credits
144000	\$0.166	-\$0.02	\$21,024.000	\$18,921.600	\$2,102.400	\$0.02	\$2,880.00	\$2,880.00
This is the total output that the Town needs from the 2 solar projects. Expectation will be to provide 50% of this output from Town Garage project and the other 50% from the Transfer Station. If for some reason one of the two projects does not move forward to construction, and that is known before construction of the first project commences, then the full output can be directed from just the first project to cover the Town's needs.						These credits will be a straight pass through. They will show up on the Town's GMP bills as credits, but the full value of the credit will be paid to the System Owner.		

# Proposed Solar Net Metering Credit Agreement



## SOLAR NET METERING CREDIT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

System Owner: Weathersfield Transfer Station Solar, LLC Customer: Town of Weathersfield, VT

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

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

**Deleted:** For the first 12 months from the Commercial Operation Date, ...

**Deleted:** 88

**Deleted:** and REC Adjustor

**Deleted:** On each anniversary of the Commercial Operation Date and starting in year two, the Sale Price will escalate by a fixed 1.5% each year. The base rate will be that in effect at the end of the first year of commercial operation....

**Deleted:** TBD

## SOLAR NET METERING CREDIT AGREEMENT

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

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

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

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

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  - **Initial Term:** 25 (Twenty-Five) years from the Commercial Operation Date
  - **Utility:** Green Mountain Power Corporation
  - **Net Metering Credits Contracted:** Customer shall be entitled to ≤16% of all NMCs associated with the electricity output generated by the System as described in Appendix A during the Term and as reflected in the Allocation Instructions in Appendix C and filed with the Vermont Public Utility Commission
  - **Expected Commercial Operation Date:** No later than December 31, 2020
2. The following documents, along with this Cover Page, shall be deemed to form the Agreement, each of which are incorporated herein by this reference as though set forth herein in their entirety:

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

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

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

System Owner: Weathersfield Town Garage Solar, LLC

Customer: Town of Weathersfield, VT

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

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

## Exhibit A General Terms and Conditions

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

**“Cover Page”** means the first page of this Agreement.

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

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

**“Customer Event of Default”** means an Event of Default by the Customer.

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

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

**“Defaulting Party”** has the meaning set forth below.

**“Dispute”** has the meaning set forth below.

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

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

**“Event of Default”** has the meaning set forth below.

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

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

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

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

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

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

**“kW”** means kilowatt.

**“kWh”** means kilowatt-hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2. DELIVERY OF ELECTRICITY & NMCs**

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

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

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

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

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

## **ARTICLE 3 TAXES**

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

## **ARTICLE 4 OPERATIONS**

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

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

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

## **ARTICLE 5 TERM**

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

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

## **ARTICLE 6 DEFAULT AND TERMINATION**

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

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

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

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

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

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

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

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

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

## **6.2 Remedies.**

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

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

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

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

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

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

### **6.3.2 [RESERVED]**

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

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

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

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

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

## **ARTICLE 8 FORCE MAJEURE**

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

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

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

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

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

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

## **ARTICLE 9 [RESERVED]**

## **ARTICLE 10 DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE 11 COMPLIANCE WITH LAWS**

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

## **ARTICLE 12 ASSIGNMENT**

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

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

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

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

## **ARTICLE 13 SYSTEM FINANCING**

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

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

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

## **ARTICLE 14 LIMITATIONS OF LIABILITY**

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



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

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

## **ARTICLE 15 REPRESENTATIONS AND WARRANTIES**

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

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

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

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

## **ARTICLE 16 MISCELLANEOUS**

**16.1 Notices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[include array schematic/site plan]

## **APPENDIX B**

### **Expected System Generation**

Appendix B will be finalized at Commercial Operation Date.

## **APPENDIX C**

### **ALLOCATION INSTRUCTIONS**

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

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

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

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

Rider concerning  
allocations

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

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

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

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

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

Dated: October \_\_\_\_\_, 2019

**TOWN OF WEATHERSFIELD**

**WEATHERSFIELD TRANSFER STATION SOLAR, LLC**

\_\_\_\_\_  
By: Sven Fedorow, Interim Town Manager

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

**WEATHERSFIELD TOWN GARAGE SOLAR, LLC**

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

Proposed change to  
section 3(e)



**From:** [Kevin Davis](#)  
**To:** [Sven Fedorow](#)  
**Cc:** [Martha Staskus](#)  
**Subject:** Re: Net metering agreement amendment  
**Date:** Thursday, October 17, 2019 10:54:10 AM

---

Yes, we are OK with this proposed change too.

On Thu, Oct 17, 2019 at 10:40 AM Sven Fedorow <[Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org)> wrote:

Kevin – just to be certain, I wanted to confirm that you were OK with the proposed change to section 3(e) of the draft Lease agreement (see attached).

Sven Fedorow, Esq.

Interim Town Manager

Land Use Administrator

Town of Weathersfield

PO Box 550 / 5259 Route 5

Ascutney VT 05030

(802) 674-2626

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

**From:** Kevin Davis <[davis@norwichsolar.com](mailto:davis@norwichsolar.com)>  
**Sent:** Thursday, October 17, 2019 9:55 AM  
**To:** Sven Fedorow <[Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org)>  
**Cc:** Martha Staskus <[staskus@norwichsolar.com](mailto:staskus@norwichsolar.com)>  
**Subject:** Re: Net metering agreement amendment

Just sent it to you in a separate email. Was already working on that one when this one landed in my inbox.

On Thu, Oct 17, 2019 at 9:45 AM Sven Fedorow <[Townmanager@weathersfield.org](mailto:Townmanager@weathersfield.org)> wrote:

Good morning Kevin,

Could you draft up the change discussed with respect to the discounted net metering credits under the proposed Solar Net Metering Credit Agreement (attached)? I would like to include it in the Selectboard packet I mail out this afternoon.

Thanks,

Sven Fedorow, Esq.

Interim Town Manager

Land Use Administrator

Town of Weathersfield

PO Box 550 / 5259 Route 5

Ascutney VT 05030

(802) 674-2626

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

--



**Kevin Davis** | Vice President of Sales

| **Norwich Solar Technologies**

| **phone:** [802-359-7405](tel:802-359-7405)

| **mobile:** [603-843-5871](tel:603-843-5871)

| **email:** [davis@norwichsolar.com](mailto:davis@norwichsolar.com)

| **site:** [norwichsolar.com](http://norwichsolar.com)

| **address:** 15 Railroad Row, Ste 101, WRJ, VT 05001



### PROPOSED CHANGE TO SECTION 3(e) OF

In accordance with Section 8 of this Lease, within 180 days after any such termination or other expiration or termination of this Lease, Lessee shall decommission ("Decommission" or "Decommissioning") the System. Decommission shall have the meaning as set forth in the System's certificate of public good. Prior to completion of construction of the System, Lessee shall establish a decommissioning and general fund in the amount of \$50,000 for Lessor's benefit (the "Decommissioning and General Fund"). The Decommissioning and General Fund will be funded by a deposit to be held exclusively in the name of the Lessor, in a federally insured bank in the United States. Documentation that demonstrates the establishment of the Decommissioning and General Fund shall be filed with the Lessor prior to completion of construction. In the event Lessee defaults with respect to its obligations relating to Decommissioning, amounts in the Decommissioning and General Fund may then be used by Lessor to effectuate the requirements contained herein related to Decommissioning and removing the System pursuant to Section 8 of this Lease. In addition, in the event Lessee defaults with respect to its obligations to maintain vegetative screening pursuant to Section 3(g) of this Lease, amounts in the Decommissioning and General Fund may be used by Lessor to effectuate the requirements in Section 3(g) related to vegetative screening. After Decommissioning is complete, any remaining funds in the Decommissioning and General Fund shall revert back to Lessee and the Decommissioning and General Fund shall be terminated.

Documents filed with  
PUC since October 7

**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

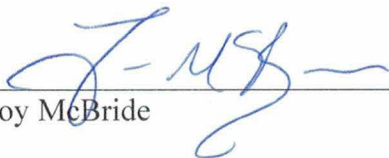
Petition of Weathersfield Transfer Station Solar )  
LLC (the "Applicant") for a certificate of public )  
good pursuant to 30 V.S.A. §§ 248 and 8010, )  
authorizing installation and operation of a 500 )  
kW (AC) photovoltaic group net-metering )  
system at 5024 VT Route 106, Weathersfield, )  
Vermont )

Case No. 19-2539-NMP

**Affidavit of Troy McBride**

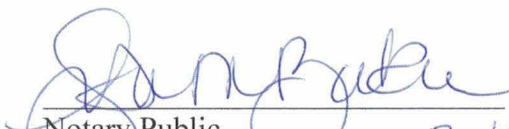
1. My name is Troy McBride. I am the Chief Technology Officer of Norwich Solar Technologies, Inc., which has an office at 15 Railroad Row, Suite 101, White River Junction, Vermont 05001.
2. I have prepared and sponsored Supplemental Prefiled Testimony on behalf of Weathersfield Transfer Station Solar LLC in this proceeding.

I, Troy McBride, do hereby swear and affirm under the penalty of law that the information provided in my affidavit is accurate to the best of my knowledge and that I have personal knowledge of, and am able to testify as to the validity of the information contained in my affidavit, my Prefiled Testimony and Exhibits referenced herein.

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

State of Vermont  
County of Windsor

The foregoing instrument was signed and acknowledged before me this 14 day of October, 2019 at White River Jct, Vermont by Troy McBride who acknowledged the act to be his free act and deed.

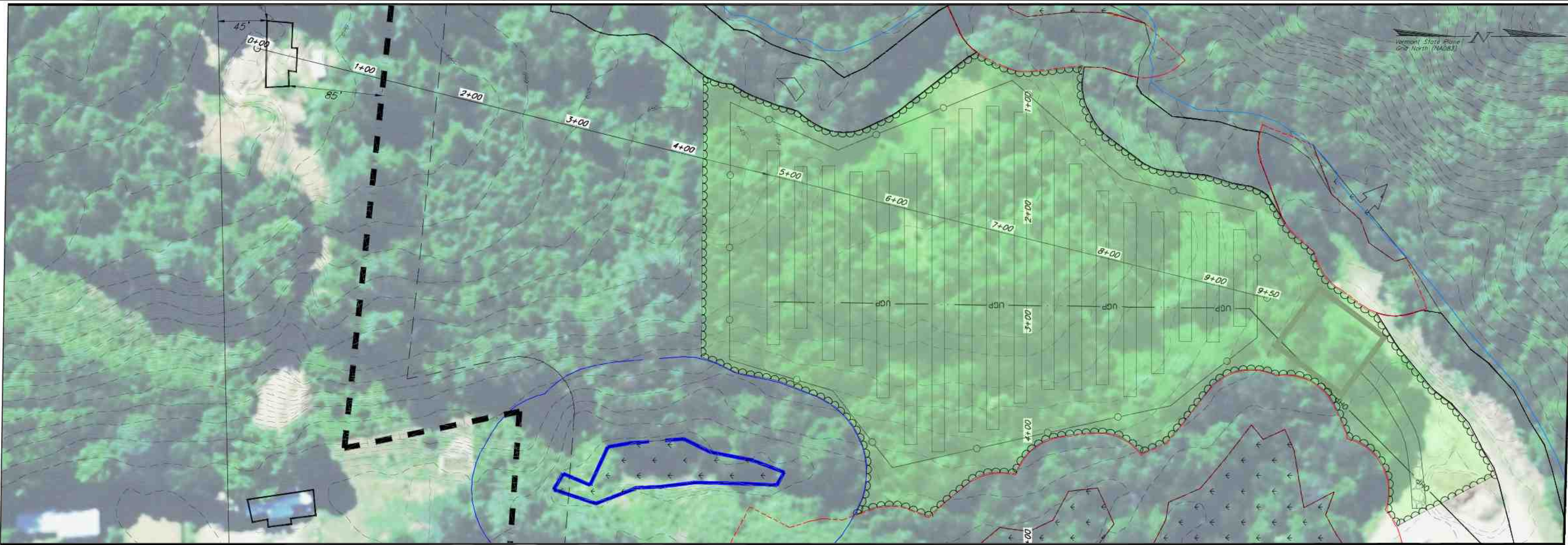
  
\_\_\_\_\_  
Notary Public  
Name of Notary: HELEN BAKER  
Commission Expires: 1/31/21  
Commission Number: 157,0009147



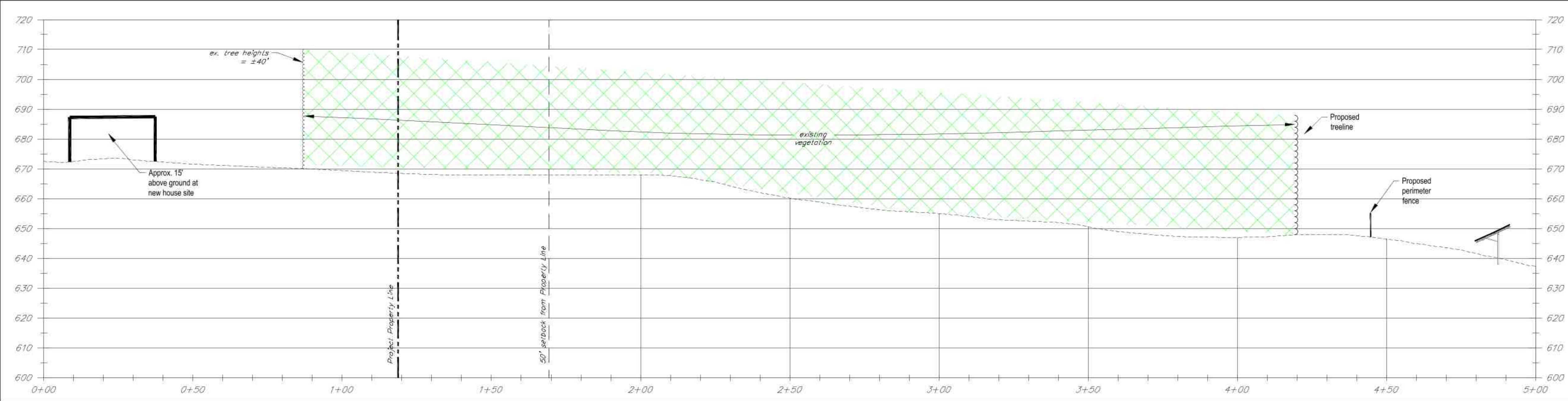
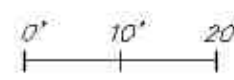


LEGEND:

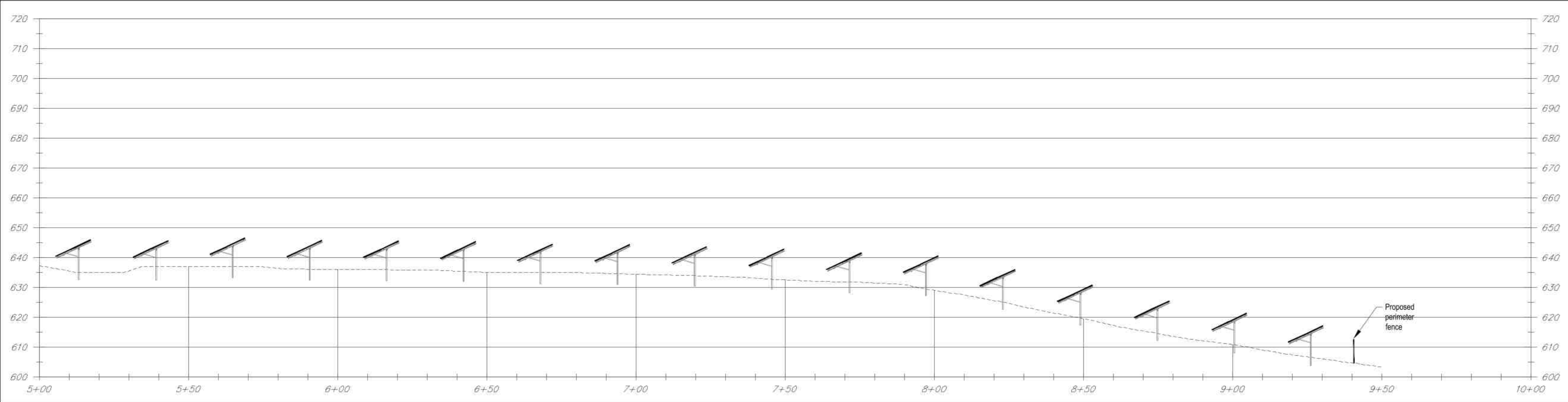
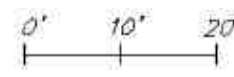
- EXISTING / PROPOSED POWER POLE
- EXISTING GRADE CONTOUR LINES (5 FOOT INTERVALS)
- EXISTING GRADE CONTOUR LINES (1 FOOT INTERVALS)
- APPROXIMATE PROPERTY LINES
- APPROXIMATE PROJECT PROPERTY LINES
- SETBACKS TO SOLAR PANEL RACKING
- DELINEATED WETLANDS
- AGRICULTURAL SOIL BOUNDARY (VCGI)
- PROPOSED 12' GRAVEL ACCESS DRIVE
- PROPOSED FIXED SOLAR PANEL RACKING
- PROPOSED UNDERGROUND POWER
- PROPOSED OVERHEAD POWER LINES
- PROPOSED PERIMETER FENCING
- PROPOSED SILT FENCE & CONSTRUCTION LIMITS
- PROPOSED VEGETATIVE CLEARING
- PROPOSED CLEARING LIMITS



SECTION A-A (Sta. 0+00 - Sta. 5+00)  
HORIZONTAL & VERTICAL SCALE: 1"=20'



SECTION A-A (Sta. 5+00 - Sta. 10+00)  
HORIZONTAL & VERTICAL SCALE: 1"=20'



Weathersfield  
Transfer Station  
Solar, LLC

VT Route 106  
Perkinsville, Vermont

**NORWICH**  
SOLAR TECHNOLOGIES  
52 BRIDGE STREET  
WHITE RIVER JUNCTION, VERMONT 05001  
802.281.3213  
SALES@NORWICHTECH.COM  
WWW.NORWICHTECH.COM

**KREBS & LANSING**  
CONSULTING ENGINEERS  
164 Main Street, Suite 201  
Colchester, Vermont 05446  
P: (802) 878-0375  
www.krebsandlansing.com

ISSUED FOR PERMIT REVIEW  
NOT FOR CONSTRUCTION

**SOURCE DATA LEGEND**  
MAPPING SOURCE DATA USED FOR PLAN COMPILATION  
Site Design:  
Norwich Solar Technologies  
52 Bridge Street  
White River Junction, Vermont 05001  
Civil Engineering:  
Krebs and Lansing Consulting Engineers, Inc.  
164 Main Street, Suite 201  
Colchester, Vermont 05446  
Environmental:  
Arrowwood Environmental  
950 Bert White Road  
Huntington, Vermont 05462

0' 20' 40' 80' 120'  
0" 1" 2" 3"  
STANDARD GRAPHIC SCALE (1" = 40')  
VALID WHEN PLOTTED ON 24" BY 36" MEDIA

Proposed  
Solar Array

SET REV	REVISIONS/COMMENTS	DATE

Drawing Title:

ELEVATION PROFILE

DATE of Issue: 10/14/19  
Drawn by: JBC Checked by:  
Project No.: 19201 Scale: 1" = 60'  
Drawing No.: Rev No.:

C-100





## MEMORANDUM

To: Norwich / Weathersfield Transfer Station Solar File  
From: Miles Waite (MW)  
Date: 10/14/19  
Re: Phase I ESA Site Inspection and Town Research  
Cc: Martha Staskus

MW conducted an inspection of the proposed solar array area at the Weathersfield Transfer Station on September 25, 2019 during which he walked the area of the proposed solar array looking for evidence of recognized environmental conditions. While there were no obvious areas of contamination (stained soil, dead vegetation seeps, odors), limited evidence of residual solid waste (tires, glass, plastic, concrete debris) is present in pockets to the south and east of the proposed array. Based on topography and tree growth, the western and northern limits of the former landfill are pretty obvious, but the eastern and southern limits are not clear. MW did not observe any unstable ground or slumping. It is clear that the entire eastern margin of the former landfill are wetlands.

MW also conducted research at the Weathersfield Town Clerk's office on September 25, and found no former records of landfill construction, closure, inspections, engineering, or monitoring reports. The most recent file located was the 1989 application by the Town to start the Transfer Station. MW also found a 1955 survey of the property that is referenced in the 1955 deed (book 35, page 6-8) from when the Town of Weathersfield purchased the property from the Dingman family, but the survey does not show any features of interest of the property.

Finally, the former Town Manager Ed Morris and a former selectman both filled out Owner/Operator interview forms for the Phase I ESA. These do not reveal any additional information except for the fact that "the landfill was buried under 2 ft of dirt" in the mid-1980s, and that the landfill "...was not capped in accordance with standards at the time"

**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Transfer Station Solar	)	
LLC for a certificate of public good pursuant to	)	
30 V.S.A. §§ 248 and 8010, authorizing	)	
installation and operation of a 500 kW (AC)	)	Case No. 19-2539-NMP
photovoltaic group net-metering system at 5024	)	
VT Route 106 in Weathersfield, Vermont	)	

**SUPPLEMENTAL PREFILED TESTIMONY OF  
TROY MCBRIDE ON BEHALF OF  
WEATHERSFIELD TRANSFER STATION SOLAR LLC**

October 14, 2019

Mr. McBride’s testimony responds to comments submitted by the Agency of Natural Resources and adjoining property owners, Nikita Lenahan and Fred Kowalik.



## **Table of Contents**

<b>1.</b>	<b>Introduction.....</b>	<b>1</b>
<b>2.</b>	<b>Responses to the Agency of Natural Resources.....</b>	<b>2</b>
<b>3.</b>	<b>Responses to the Neighbors.....</b>	<b>3</b>
<b>4.</b>	<b>Conclusion .....</b>	<b>8</b>

## **EXHIBITS**

<b>Exhibit TM-11</b>	<b>Elevation Plan Illustration</b>
<b>Exhibit TM-12</b>	<b>Zoning Permit</b>
<b>Exhibit TM-13</b>	<b>Phase I ESA Site Inspection Memo</b>

**STATE OF VERMONT  
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Transfer Station Solar	)	
LLC for a certificate of public good pursuant to	)	
30 V.S.A. §§ 248 and 8010, authorizing	)	
installation and operation of a 500 kW (AC)	)	Case No. 19-2539-NMP
photovoltaic group net-metering system at 5024	)	
VT Route 106 in Weathersfield, Vermont	)	

**SUPPLEMENTAL PREFILED TESTIMONY OF  
TROY MCBRIDE ON BEHALF OF  
WEATHERSFIELD TRANSFER STATION SOLAR LLC**

**1. Introduction**

Q1. Please state your name, occupation, and business address.

A1. My name is Troy McBride. I am the Chief Technology Officer of Norwich Technologies, Inc. (“Norwich Solar”), which has offices at 15 Railroad Row, Suite 101, White River Junction, Vermont 05001. I submitted direct testimony in this proceeding regarding the 500 kW Weathersfield Transfer Station solar project (“Project”) on behalf of Weathersfield Transfer Station Solar LLC (the “Applicant”).

Q2. What is the purpose of your supplemental testimony?

A2. My supplemental testimony responds to comments submitted by the Agency of Natural Resources (“ANR”) and adjoining property owners, Nikita Lenahan and Fred Kowalik (the “Neighbors”).

1           **2. Responses to the Agency of Natural Resources**

2    Q3.    ANR's comments request that the Applicant provide the Waste Management & Prevention  
3           Division a Phase I Environmental Site Assessment ("ESA"). Has the ESA been  
4           performed?

5    A3.    The Applicant has retained an environmental consultant to perform the work, which has  
6           not yet been completed. Included with my supplemental testimony is Exhibit TM-13 Phase  
7           I ESA Site Inspection Memo which is an update on progress. The ESA will be provided  
8           to ANR once it is finalized.

9  
10   Q4.    ANR's comments also request conditions regarding wetlands, streams, vernal pools, and  
11           riparian buffers be included in the certificate of public good ("CPG"). How do you  
12           respond?

13   A4.    The Applicant agrees with the inclusion of these conditions proposed by ANR.  
14

15   Q5.    ANR's comments advise that a portion of the Project is within a FEMA Special Flood  
16           Hazard Area ("SFHA") for the North Branch to the Black River. ANR advises that the  
17           Applicant contact the ANR's Rivers Program for a determination and to obtain any  
18           necessary permits or authorizations before construction may commence. How do you  
19           respond?

20   A5.    This FEMA Special Flood Hazard Area ("SFHA") for the North Branch River to the Black  
21           River is identified on both Exhibits DB-2, Page 3 as FEMA ZONE A and TM-2 as 100 yr  
22           floodplain, VCGI. The Applicant agrees with this identification and has reached out to

1 ANR and FHARC staff specifically. Mr. Ned Swanberg is away until October 15, 2019.  
2 The Applicant appreciates that “the Agency supports the inclusion of the Applicant’s  
3 *Proposed CPG FINAL* condition 8 requiring that any required permits or approvals are  
4 issued prior to site preparation and construction” as stated in the ANR comments and plans  
5 to do so.  
6

7 **3. Responses to the Neighbors**

8 Q6. The hearing officer’s September 13, 2019 Order directed the Applicant to respond to the  
9 Neighbors’ request that the Applicant “reconfigure the project to address the adverse  
10 aesthetic and drainage impacts of the project for our home.” Please respond.  
11

12 A6. On August 13, 2019, in response to the Applicant’s 45-day notice filing, Ms. Lenahan  
13 and her fiancé, Mr. Kowalik, filed comments requesting

14 “reconfigure the project to be moved out of sight from our current home  
15 and new home that is currently being built, where it may only be viewed  
16 from the Town Transfer Station. This change in configuration would  
17 substantially mitigate the adverse aesthetic and drainage impact of the  
18 proposed project from the vantage point from our current home and home  
19 that is being built at the top of the hill at 4782 Route 106. We oppose this  
20 project as it means removing 5 acres of trees and stumps for its placement  
21 which in its current location is adjacent to a wetland that frequently runs  
22 over flooding Route 106 and backing up into the lower portion of our  
23 property.”  
24

25 The Applicant’s Exhibit TM-2 Site Plan shows the Neighbor’s parcel at the southeast  
26 corner of the Weathersfield Town Transfer Station parcel. Included with my supplemental  
27 testimony is Exhibit TM-11 (Elevation Plan Illustration), which illustrates the differences

1 in elevation and distances from the Neighbors property relative to the Project. Based upon  
2 Vermont Center for Geographic Information (“VCGI”) data imagery, the Neighbors’  
3 current residence is located approximately 435± feet from the proposed array, and the  
4 closest property boundary is approximately 230± feet from the array. The elevation at the  
5 residence is approximately 606± feet.

6  
7 The current residence is approximately 40± feet lower in elevation than the array,  
8 not enabling views of the array. Also, between the current residence and the array  
9 is a vernal pool. A 75-foot existing forest buffer surrounding the vernal pool will  
10 be preserved, as required by ANR, within which no encroachment into the buffer  
11 or the vernal pool can occur. This undisturbed buffer of vegetation will remain  
12 between the array and the current residence site, and adds additional protection to  
13 the existing forest screening.

14  
15 Based upon the approved Weathersfield Zoning Permit issued to the Neighbors, the  
16 “future home” site will be at the western end of the parcel. See Exhibit TM-12. It  
17 would be approximately 435± feet from the array, approximately 370± feet from  
18 the limit of disturbance (edge of clearing) and at an elevation of approximately  
19 673± feet. The property boundary nearest the future home would be approximately  
20 350± feet from the array. The property boundary nearest the future home would be  
21 approximately 300± feet from the edge of clearing.

22

1 The location of the array is generally characterized as old field with young forest  
2 growth and is surrounded by forest lands and commercial and residential  
3 development. Exhibit DB-2, page 3. The elevation of the southern end of the array  
4 is at approximately 646± feet, and the northern end is at approximately 605± feet  
5 in elevation, sloping downward to the north. The forest outside of the landfill/array  
6 area and in particular south of the array area is existing forest with 30 to 50 feet tall  
7 mixed coniferous and deciduous trees. Please refer to the photograph inset, below  
8 taken from within the southern edge of clearing looking south.





1 The photo was taken October 7, 2019 at the southern edge of clearing, and  
2 illustrates the height and density of the existing trees.

3  
4 The Weathersfield Zoning By-Laws (amended 6/11/2012) regarding building  
5 height limit the maximum building height to 35 feet. Therefore, the Neighbor's  
6 planned future home windows would be below the height of the remaining trees,  
7 and views from this location would therefore be substantially obstructed, if even  
8 possible.

9  
10 The Project has been sited to retain the substantial buffer of vegetation between the  
11 solar array to the southern parcel boundary, specifically to address concerns  
12 discussed with Ms. Lenahan and Mr. Kowalik. Respectfully, the Applicant  
13 maintains that the array will not result in an adverse visual impact to the Neighbors,  
14 and therefore relocation of the array would not be reasonable mitigation or  
15 appropriate.

16  
17 Q7. The Neighbors have expressed concerns that the Project will result in adverse  
18 drainage problems that will impact their property. How do you respond?

19 A7. The Project will obtain coverage under the ANR's Construction General Permit for  
20 stormwater prior to construction. The Project will not be impacting the wetlands,  
21 wetland buffers, vernal pool or vernal pool buffer. The Project will cut trees within  
22 the 3.92 acres Limit of Disturbance, however, due to the landfill existence, the only



1 stumping that may occur would be for the installation of the proposed underground  
2 power to connect the array rows. There will be no grading at the Project site that  
3 will result in a change of the existing drainage. There will be Erosion Prevention  
4 and Sediment Control Plan (“EPSC”) measures in place and Applicant will adhere  
5 to these and the 2006 Vermont Department of Environmental Conservation EPSC  
6 Guidance requirements. In summary, there will be no Project activities that will  
7 result in a change of the existing drainage conditions.

8  
9 **4. Conclusion**

10 Q8. Does this conclude your testimony?

11 A8. Yes.

12 7721739\_3:



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Fire Discussion

In this meeting, discussion will focus on:

- (1) the continuation of monthly meetings between the Chiefs of each respective department and the Town Manager;
- (2) Communication with the Selectboard; and
- (3) Process plan (based on prior Selectboard discussions)

October 13, 2019

Josh Dauphin, Fire Chief  
West Weathersfield Fire Department  
7259 Route 131  
Weathersfield VT 05151  
*Via: email*

Dear Josh:

This is a very long overdue letter to you and I do apologize for the delay.

That being said:

I must admit that I had no true understanding of what happens when 911 is called for a medical emergency and the absolute importance of a fire department showing up to the emergency location before the ambulance arrives.

When I had to call 911 on June 25<sup>th</sup> [from my office in Ascutney], I was TOTALLY stunned to see Mychael Spaulding come flying into the parking lot and moments later, Dave Martin. As you know, I was in pretty rough shape, having trouble breathing and frankly, I was really scared.

I was struggling to breath as it was anaphylaxis; their presence, their ability to keep me as calm as possible made a huge difference for me. They did all of the 'right' things: making me get comfortable, having me elevate my legs, while reassuring me that the ambulance would be there at any moment. Their actions probably kept me from going into anaphylactic shock.

I am so grateful for West Weathersfield getting to my office in the time they did. They had to have flown. Frankly, and not meaning to create an issue, I was surprised that the closest Fire Department did not get there, especially because of the close proximity of my office to their building.

Regardless, the statement we say/hear so many times: "You never know what it is like unless you have been in their shoes". Well, now I know "those shoes" and fully understand just how vital it is to have the fire department arrive at an emergency, especially a medical emergency. I do not know what would have happened to me if they had not arrived for me. I shudder to think about that possible outcome.

Again, I am sorry for the delay.

With gratitude,

A handwritten signature in blue ink, appearing to read "Amy S. Messina", with a long horizontal flourish extending to the right.

Amy S. Messina  
c: 802-683-4643



# TOWN OF WEATHERSFIELD

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NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Employee Health Plan Renewal

Due to changes last year resulting in association health plans no longer being permissible and causing the Town to no longer be eligible for coverage under its current health plan, a new health plan must be selected to replace the current health plan. Several potential options were reviewed by town staff before being narrowed down to three possible choices, which are summarized in a spreadsheet below.

Of the three plans considered, the MVP HealthCare Gold 3 CDHP provides the lowest out of pocket costs to employees and appears to be the most suitable replacement to the existing health plan.

**Recommendation: Adoption of the MVP HealthCare Gold 3 CDHP plan**

FY2020

MVP	Platinum	7.5% Copay	Town Pays	9.5% Co Pay	Town Pays
Single	\$799.02	\$59.93	\$739.09	\$75.91	\$723.11
Couple	\$1,583.54	\$118.77	\$1,464.77	\$150.44	\$1,433.10
Single and Child	\$1,528.62	\$114.65	\$1,413.97	\$145.22	\$1,383.40
Family	\$2,219.00	\$166.43	\$2,052.58	\$210.81	\$2,008.20

Blue Cross	Gold CDHP	7.5% Copay	Town Pays	9.5% Co-Pay	Town Pays
Single	\$709.09	\$53.18	\$655.91	\$67.36	\$641.73
Couple	\$1,403.68	\$105.28	\$1,298.40	\$133.35	\$1,270.33
Single and Child	\$1,355.06	\$101.63	\$1,253.43	\$128.73	\$1,226.33
Family	\$1,966.30	\$147.47	\$1,818.83	\$186.80	\$1,779.50

MVP	Gold CDHP	7.5% Copay	Town Pays	9.5% Co-Pay	Town Pays
Single	\$666.32	\$49.97	\$616.35	\$63.30	\$603.02
Couple	\$1,318.14	\$98.86	\$1,219.28	\$125.22	\$1,192.92
Single and Child	\$1,272.51	\$95.44	\$1,177.07	\$120.89	\$1,151.62
Family	\$1,846.11	\$138.46	\$1,707.65	\$175.38	\$1,670.73

Current BRS(BC/BS)

FY2019

Blue Cross	BRS	7.5% Copay	Town Pays	Annual Town	H.S.A
Single	\$598.98	\$44.92	\$554.06	\$19,946.03	\$6,000.00
2 Person	\$1,066.14	\$79.96	\$986.18	\$35,502.46	\$12,000.00
Single and Child		\$0.00	\$0.00	\$0.00	
Family	\$1,654.77	\$124.11	\$1,530.66	\$91,839.74	\$20,000.00

Total \$147,288.23 \$38,000.00  
H.S.A paid by town \$38,000.00  
Total current cost \$185,288.23

Annual Town

MVP Platinum	MVP Platinum
7.5%	9.5%
Single	\$26,607.37 \$26,032.07
2 Person	\$35,154.59 \$34,394.49
Single with Child	\$16,967.68 \$16,600.81
Family	\$123,154.50 \$120,491.70
Total	<b>\$201,884.21 \$197,519.17</b>

BC/BS Gold CDHP BC/BS Gold CDHP

7.5%	9.5%
Single	\$23,612.70 \$23,102.15
2 Person	\$31,161.70 \$30,487.93
Single with Child	\$15,041.17 \$14,715.95
Family	\$109,129.65 \$106,770.09
Total	<b>\$178,945.21 \$175,076.12</b>
H.S.A. \$	38,000.00 38,000.00
Total Cost	<b>\$216,945.21 \$213,076.12</b>

MVP gold CDHP MVP gold CDHP

7.5%	9.5%
Single	\$22,188.46 \$21,708.71
2 Person	\$29,262.71 \$28,630.00
Single with Child	\$14,124.86 \$13,819.46
Family	\$102,459.11 \$100,243.77
Total	<b>\$168,035.13 \$164,402.03</b>
H.S.A. \$	38,000.00 38,000.00
Total Cost	<b>\$206,035.13 \$202,402.03</b>





# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Town Office Security Bid

In response to the Town's advertisement seeking bids in connection with improving security at Martin Memorial Hall, one bid was received by the bid deadline. The received documents are included below in this packet.

# Town of Weathersfield

Bid Opening Date: 10/10/2019

Project: MMH Security Upgrade

## Bid Sheet

[illegible]



**TOWN OF WEATHERSFIELD  
ASCUTNEY, VERMONT  
PROPOSAL RESPONSE FORM  
REQUEST FOR PROPOSAL FOR MARTIN MEMORIAL HALL  
SECURITY UPGRADE AND INSTALLATION**

Company's name, address, email address, and phone number:

ALL SEASONS CONSTRUCTION CORP.  
P.O. Box 590  
Springfield, VT 05156

E-mail: tchivers@allseasonsconst.com

Ph: 802-885-5722

List similar work performing building repair and painting contractor has successfully completed. Provide names and phone numbers of references. (attach separate sheet if necessary)

See attached.

The cost of materials for the proposed work will be: \$ 5614.

Labor will be charged at \$ 50.00 per hour with 159 hours estimated to complete the project.

Total estimated cost of labor and materials \$ 13,564.00

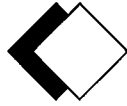
The undersigned, having familiarized himself/herself with the existing conditions of the roads in Weathersfield, hereby proposes to furnish all labor and equipment and ancillary services required to perform the roadside mowing work.

Signature: Edward H Chivers Date: 10-8-19

Edward H. Chivers, C.O.O.

**Please submit any alternate proposals on a separate piece of paper.**

See attached.



# ALL SEASONS

CONSTRUCTION CORP.

P.O. BOX 590, SPRINGFIELD, VERMONT 05156  
TEL (802) 885-5722 FAX (802) 885-2313  
www.allseasonsconst.com

Oct. 8, 2019

Town of Weathersfield  
P.O. Box 550  
Ascutney, VT 05030

Attention: Town Manager

Reference: Martin Memorial Hall Security Upgrades PROPOSAL

Gentlemen/Ladies,

We are pleased to submit our PROPOSAL for your review regarding the security upgrades per your Request for Proposal, telephone call with Susanne Terrill describing the desired upgrades and in conformance with the following detailed scopes of work.

**1. INSTALL TWO SERVICE WINDOWS AT ENTRY HALL: \$6890.**

The work includes:

- Cut and remove pine paneling and studs and frame two openings including studs, headers and blocking as required to accommodate (2) 4' wide x 3' high windows.
- Reinstall salvaged pine paneling around new openings.
- Provide finish trim at the openings including jambs and casings and stop moldings to match existing.
- Provide 5/4" maple window stools/writing shelves at each opening. The exterior portion will be approximately 11' wide and will be supported by two diagonal brackets per window.
- Install 4'x3' sliding glass windows in commercial tubular aluminum frames, lockable from the office side. Glass will be 3/4" tempered insulated for safety and sound transmission.
- Stain new pine trim as required to match existing and polyurethane maple sills.
- Install new commercial Grade 1 lever handled lockset on existing solid core flush door between hall and offices. This will include an HES 1006 heavy duty electric strike with power supply and remote button to "buzz" people in.
- Provide electrical hookup as required for electric strike.

- Provide temporary dust enclosures as required.
- Provide daily and final cleanup and rubbish disposal.
- Estimated labor hours & cost/hour- 91 man-hours at \$50: \$4500.
- Materials & subcontractors: \$2390.

**CASED VISION OPENING BETWEEN RECEPTION & FINANCE: \$1879.**

The work includes:

- Cut and remove pine paneling and studs and frame opening approximately 5'x4'.
- Provide casings and jamb for finished cased opening.
- Stain new trim as required to match existing.
- Provide temporary dust enclosures.
- Provide daily and final cleanup.
- Estimated labor hours & cost/hr- 30 man-hours at \$50: \$1500.
- Materials: \$379.

Note that this is an opening without glass. We feel that this is preferable to removing the entire partition for reasons of cost and the uses of the wall space for furniture placement. It also offers the future possibility of installing glass should more privacy be desired between offices.

**2. REMOVE RECEPTION OFFICE COUNTERS & WALLS & INSTALL NEW CARPET: \$2733.**

The work includes:

- Remove swinging gates and reception counter/wall and shelves.
- Remove and dispose of existing carpet at entry hall and reception office.
- Prep/patch subfloor as required for new carpet.
- Install new glue-down 28 oz. commercial carpet. An allowance of \$22/sy carried
- Cleanup and rubbish disposal.
- Estimated labor hours & cost/hr.- 12 man-hours at \$50: \$550.
- Rubbish disposal and subcontractor: \$2183.

Note that an allowance of \$22/sy was carried for the carpet. This could go up or down slightly depending upon what is selected.

**3. INSTALL DOOR BETWEEN RECEPTION & CONF. ROOM: \$2062**

The work includes:

- Cut and remove pine paneling and studs and frame new door opening.
- Reinstall salvaged pine paneling around new opening.
- Install pre-hung 6-panel pine door to match existing.
- Install new 1x4 casings.
- Install commercial Grade 1 lever handled lockset.

- Stain new trim and door.
  - Provide dust enclosures as required.
  - Provide daily and final cleanup and rubbish disposal.
- 
- Estimated labor hours & cost/hr- 27 man-hours at \$50: \$1350.
  - Materials: \$712.

Note that this will serve as a UNIT PRICE for other locations assuming they are of similar construction.

**TOTAL IF ALL ITEMS ARE SELECTED: \$13,564.**

The following ALTERNATE ADD is offered as an option for your consideration.

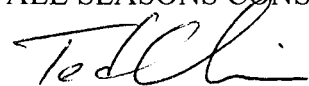
ALTERNATE #1: ADD FOR BULLET PROOF FILM ON GLASS AT SERVICE  
WINDOWS AT ENTRY HALL: \$373.

EXCLUSIONS:

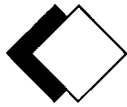
- Removal and replacement of furnishings and items hanging on walls including bulletin boards and mural.
- Polyurethane on new pine paneling and trim. Only stain is included to match existing finishes.
- Electrical work beyond the electric strike hookup.
- State of VT Fire Safety permit (can be added when scope of work is determined if you wish) The cost is \$8 per \$1000 construction value or \$50 minimum (under \$6250), whichever is greater.
- State of VT sales tax.
- Overtime costs or working off hours. (This can be discussed to perhaps include working on the days the office is closed as part of our normal work week)

We appreciate having the opportunity to provide you with our proposal and will be glad to meet with you if you wish to review it in greater detail at your convenience. In the meantime, please don't hesitate to contact me with any questions.

Sincerely,  
 ALL SEASONS CONSTRUCTION CORP.



Edward H. Chivers  
 C.O.O.



# ALL SEASONS

CONSTRUCTION CORP.

P.O. BOX 590, SPRINGFIELD, VERMONT 05156

TEL (802) 885-5722

FAX (802) 885-2313

[www.allseasonsconst.com](http://www.allseasonsconst.com)

## **PARTIAL LIST OF SIMILAR PROJECTS**

- Springfield Housing Authority Multiple projects at Whitcomb and Huber Buildings  
Bill Morlock, Executive Director- 802-885-4905
- Keene Housing Authority Multiple projects at various sites  
Sandy Clark, Director of Facilities & Assets- 603-352-6161 x-340
- Hartford School District Multiple projects  
Byron Baribeau, Director of Facilities- 802-295-8662 x-702
- Town of Springfield Library Alterations  
Amy Howlett, Librarian- 802-885-3108
- Town of Weathersfield Perkinsville School Entry
- Weathersfield Proctor Library Childrens Room Addition



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Town Forest Update

On Saturday, October 19<sup>th</sup>, a crew of volunteers from town along with other volunteers from Sport Trails of the Ascutney Basin participated in a work day to clear trails in the town forest. The outcome and progress of that work will be discussed.

Concerning obtaining an easement to access the town forest property, the Town Attorney reported that the proposed easement deed is pending review by the Abbotts' attorney. Additionally, as the property through which the easement will run is subject to a mortgage, we are awaiting consent from the mortgagor as one of the last steps in obtaining the easement.



# TOWN OF WEATHERSFIELD

CHARTERED BY: NEW HAMPSHIRE ON AUGUST 20, 1761  
NEW YORK ON APRIL 8, 1772

(802) 674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

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

October 17, 2019

To: Selectboard

Subject: Appointments

Among other openings, the Town is seeking three members to join the Budget Committee.



Meeting date	October 21, 2019
AP warrant date	10/16/19
Payroll warrant date 1	10/10/19
Payroll warrant date 2	10/17/19



## TOWN OF WEATHERSFIELD, VERMONT

### Warrants for Meeting of October 21, 2019

	Check Date	Payroll	Operating Expenses
<b>General Fund</b>			
	10/10/19	\$7,210.67	
	10/17/19	\$6,697.55	
AP			\$16,777.02
Total		\$13,908.22	\$16,777.02
<b>Highway Fund</b>			
	10/10/19	\$4,096.58	
	10/17/19	\$4,701.72	
AP			\$24,008.11
		\$8,798.30	\$24,008.11
<b>Solid Waste Mgmt Fund</b>			
	10/10/19	\$791.98	
	10/17/19	\$800.79	
AP	10/16/2019		\$5,419.21
Total		\$1,592.77	\$5,419.21
Library	10/10/19	\$984.76	
	10/17/19	\$1,030.18	
Total		\$2,014.94	\$0.00
Grants	10/16/19		\$3,213.07
Special Revenue			
Reserves			
Long Term Debt			
Grand Totals		\$26,314.23	\$49,417.41

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 \$75,731.64. Let this be your order for the payments of these amounts.

10/17/19

12:02 pm

Town of Weathersfield Accounts Payable

Page 1 of 1

Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
{R!VOID!} --- None ---	/ /	-- VOID --		0.00	221772	10/16/19
{R!VOID!} --- None ---	/ /	-- VOID --		0.00	221778	10/16/19
Report Total				0.00		

10/17/19

## Town of Weathersfield Accounts Payable

Page 1 of 4

12:02 pm

Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
GRNMTNMES	GREEN MOUNTAIN MESSENGER	09/30/19	Book delivery 77610	11-7-601-21.00 Library-Postage	60.00	221773	10/16/19
INGRA	INGRAM LIBRARY SERVICES	09/19/19	Books 42020644	11-7-601-78.00 Library-Media	25.38	221774	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Sept19 Charges LIB LIBSEPT19	11-7-601-62.10 Library-Building Maint.	36.21	221775	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Sept19 Charges LIB LIBSEPT19	11-7-601-21.00 Library-Postage	26.44	221775	10/16/19
INGRA	INGRAM LIBRARY SERVICES	10/07/19	Books 42227219	11-7-601-78.00 Library-Media	11.69	221776	10/16/19
INGRA	INGRAM LIBRARY SERVICES	10/07/19	Books 42258168	11-7-601-78.00 Library-Media	303.97	221776	10/16/19
INGRA	INGRAM LIBRARY SERVICES	10/08/19	Devils workshop 42277397	11-7-601-78.00 Library-Media	34.10	221776	10/16/19
SYMQUEST	SYMQUEST	10/07/19	Copier lease Oct19 396800351	11-7-601-24.00 Library-Copier Lease	133.73	221777	10/16/19
ALLA	ALLARD'S PORTABLE TOILETS	10/10/19	Handicap unit Oct19 10162019	11-7-302-39.00 1879 School house Maint	195.00	221779	10/16/19
BIBENS	BIBENS HOME CENTER INC.	10/02/19	Gorilla tape, battery L16996/1	11-7-201-20.00 Office Supplies	24.58	221782	10/16/19
BIBENS	BIBENS HOME CENTER INC.	10/11/19	Paint L22994/1	11-7-201-24.00 Equipment and Supplies	10.44	221782	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-7-105-14.10 Insurance Benefits	569.03	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	44.92	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	29.95	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	124.11	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-7-601-14.10 Library-Insurance Benft	1530.66	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	79.96	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-7-101-14.10 Insurance Benefits	-1530.66	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	-124.11	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-7-201-14.10 Insurance Benefits	986.18	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	11-2-011-14.10 Insurance Prem Liability	614.98	221783	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Sept 19 Admin Charges SEPTADMIN19	11-7-103-27.00 Tuition and Training	162.41	221784	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Sept 19 Admin Charges SEPTADMIN19	11-7-101-27.00 Tuition and Dues	193.03	221784	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Sept 19 Admin Charges SEPTADMIN19	11-7-101-26.50 Awards and Recognitions	41.54	221784	10/16/19
CANON	CANON	10/09/19	TC Oct 2019 Copier lease 20582644-OCT	11-7-103-18.00 Copier Usage/Supplies/Ser	49.00	221785	10/16/19

10/17/19

## Town of Weathersfield Accounts Payable

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12:02 pm

Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
CANON	CANON	10/09/19	TC sept 19 copier lease 20582644-SEP	11-7-103-18.00 Copier Usage/Supplies/Ser	49.00	221785	10/16/19
CANON	CANON	10/09/19	Sept 19 Copier lease 20582645-SEP	11-7-201-24.00 Equipment and Supplies	33.00	221785	10/16/19
CANON	CANON	10/09/19	Oct 19 copier lease 20582645OCT1	11-7-201-24.00 Equipment and Supplies	33.00	221785	10/16/19
CANON	CANON	10/01/19	Usage July-Sept19 4030629823	11-7-103-18.00 Copier Usage/Supplies/Ser	37.51	221785	10/16/19
COMPETIT	CCI MANAGED SERVICES	10/08/19	Nov 19 NOV2019	11-7-101-25.05 IT Services	1751.52	221787	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-101-14.10 Insurance Benefits	4.61	221790	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-101-14.10 Insurance Benefits	21.46	221790	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-102-14.00 Finance-Insurance Benfit	4.61	221790	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-201-14.10 Insurance Benefits	21.46	221790	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-601-14.10 Library-Insurance Benft	12.76	221790	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	11-7-103-14.10 Insurance Benefits	8.70	221790	10/16/19
COTTSYSTE	COTT SYSTEMS	09/30/19	Microfilm creation 130574	11-7-103-44.00 Vault Expense	7.92	221791	10/16/19
DINGEE	DINGEE MACHINE CO.	10/07/19	Hose forWWVFD 8474	11-7-207-53.50 Truck Services to WWVFD	593.19	221792	10/16/19
FOLEY	Foley Services, Inc.	10/07/19	Mats MMH Oct 19 1271107	11-7-301-60.10 Building Maintenance	52.77	221794	10/16/19
GALLS	GALLS, LLC	09/18/19	Recovery ankle 013737748	11-7-201-24.00 Equipment and Supplies	16.43	221795	10/16/19
GALLS	GALLS, LLC	09/18/19	Polo performance 013739623	11-7-201-15.00 Uniforms and Cleaning	92.52	221795	10/16/19
GOLDEN	GOLDEN CROSS AMBULANCE IN	10/01/19	Oct 2019 OCT 2019	11-7-204-45.00 Golden Cross Ambulance	1859.00	221796	10/16/19
GMP	GREEN MOUNTAIN POWER	10/15/19	Oct 19 1879 School 1879SCHOOLC	11-7-302-39.00 1879 School house Maint	73.22	221797	10/16/19
GMP	GREEN MOUNTAIN POWER	10/15/19	Dry Hydrant Oct 19 DRY HYDRANTO	11-7-205-31.10 Fire Hydrant El Service	28.88	221797	10/16/19
GMP	GREEN MOUNTAIN POWER	10/15/19	WWVFD Oct19 WWVFD OCT19	11-7-207-30.00 WWVFD Funding	118.40	221797	10/16/19
GUARDIAN	GUARDIAN UNIFORM	09/13/19	Point Blank Body Armor 831014	11-7-201-24.00 Equipment and Supplies	1301.28	221798	10/16/19
HARRIMANS	HARRIMAN'S HEATING, LLC	10/07/19	MMH Furnace hall cleaning 9317	11-7-301-32.00 Heating Fuel Oil	126.50	221799	10/16/19
HERSHENSO	HERSHENSON, CARTER, SCOTT	10/03/19	Reed Zoning appeal 24330	11-7-105-43.00 Legal Expense	448.40	221800	10/16/19
STEVE HIE	HIER, STEVE	10/09/19	Mileage for Town traning 10082019	11-7-102-27.00 Tuition and Training	37.50	221801	10/16/19
LEAF	LEAF	10/09/19	Oct19 copier lease 9890423	11-7-101-44.00 Copier Lease	287.73	221805	10/16/19

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## Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
MES	MUNICIPAL EMERGENCY SERVI	09/25/19	Hydro testing WWVFD 1381060	11-7-207-30.00 WWVFD Funding	526.00	221806	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	11-7-601-14.10 Library-Insurance Benft	133.79	221809	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	11-7-103-14.10 Insurance Benefits	108.05	221809	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	11-7-105-14.10 Insurance Benefits	37.19	221809	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	11-7-102-14.00 Finance-Insurance Benfit	133.79	221809	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	11-7-101-14.10 Insurance Benefits	0.00	221809	10/16/19
VTAGHUMAN	OFFICE OF CHILD SUPPORT	10/10/19	Payroll Transfer PR-10/10/19	11-2-011-07.00 Garnishments	327.84	221810	10/16/19
VTAGHUMAN	OFFICE OF CHILD SUPPORT	10/17/19	Payroll Transfer PR-10/17/19	11-2-011-07.00 Garnishments	327.84	221810	10/16/19
PRKVLL TR	PERKINSVILLE VILLAGE TREA	10/15/19	1st qtr installment 1STQTRTRANSF	11-2-010-13.00 Due to Perkinsville Treas	1191.20	221811	10/16/19
READ	READING FUEL GROUP	10/09/19	Payment for fuel buying g WWVFD19-20	11-7-207-30.00 WWVFD Funding	25.00	221812	10/16/19
SULLIVANC	SULLIVAN, CATHY	10/09/19	Animal control Oct 19 OCT 19	11-7-202-10.10 Animal Control-Contracted	150.00	221814	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 mowing 4835	11-7-207-30.00 WWVFD Funding	40.00	221817	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 Mowing 4838	11-7-601-62.10 Library-Building Maint.	76.00	221817	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 Mowing 4838	11-7-301-60.10 Building Maintenance	38.00	221817	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 Mowing 4838	11-7-302-39.00 1879 School house Maint	74.00	221817	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 Mowing 4838	11-7-302-31.20 Center Grove Maintenance	152.00	221817	10/16/19
TJ PROPER	TJ PROPERTY MANAGEMENT LL	10/09/19	Sept 19 Mowing 4838	11-7-302-38.85 Town Parks	76.00	221817	10/16/19
ULTIMATE	ULTIMATE AUTO BODY	10/16/19	2016 Ford Explorer 08142019	11-7-201-53.50 Service to Police vehicl	1400.60	221818	10/16/19
VALLEYNEW	VALLEY NEWS	10/01/19	Skyline, MMH SEPT19ADVT	11-7-101-43.00 Legal Fees	80.22	221819	10/16/19
VERMONTPO	VT POLICE ASSOCIATION	10/09/19	4 Officers Due FY20 MEMBERSHIP19	11-7-201-42.00 Dues and Memberships	40.00	221820	10/16/19
WEMASON	WB MASON CO INC	09/30/19	Water IS1024702	11-7-101-20.00 Office Supplies	16.94	221821	10/16/19
WEXFLEET	WEX BANK	10/16/19	PD Gas Oct 2019 PDOCT19GAS	11-7-201-51.00 Gas and Oil	761.83	221822	10/16/19
ADAMSON	ADAMSON INDUSTRIES CORP.	08/27/19	Decal for Police car 143553	11-7-201-53.50 Service to Police vehicl	385.00	221823	10/16/19
VMERS DB	VMERS DB.	10/16/19	Employer Moranchy MORANCHYEMPL	11-7-201-13.00 Police Retirement	21.82	221824	10/16/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
				-----		
		Report Total		16777.02		
				=====		

10/17/19

## Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1 (Fund 00) All check #s 10/16/19 To 10/17/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
PATRIOT	ATG WESTMINSTER	09/27/19	Cylinder repair X301008490:0	12-7-101-52.00 Repairs & Supplies	559.00	221780	10/16/19
BIBENS	BIBENS HOME CENTER INC.	10/08/19	T-09 sander L22638/1	12-7-101-52.00 Repairs & Supplies	4.49	221782	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	12-7-101-14.10 Insurance Benefits	554.06	221783	10/16/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	10/11/19	Nov19 Premiums NOV19PREMIUM	12-7-101-14.10 Insurance Benefits	8136.38	221783	10/16/19
BUSINESSC	BUSINESSCARD SERVICES	10/15/19	Oct 19 HW charges HWSEPT-OCT19	12-7-101-52.00 Repairs & Supplies	362.56	221784	10/16/19
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	10/05/19	1.5" gravel 1000094	12-7-101-58.26 Gravel Purchase	87.50	221788	10/16/19
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	09/21/19	1.5" gravel 262928	12-7-101-58.26 Gravel Purchase	437.50	221788	10/16/19
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	09/28/19	1 1/2" crushed gravel 263012	12-7-101-58.26 Gravel Purchase	1400.00	221788	10/16/19
COLDRIVER	COLD RIVER MATERIALS	09/30/19	Paving repairs 2059925	12-7-101-57.10 Paving repairs	624.25	221789	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19	Oct19 Premiums OCT19PREMIUM	12-7-101-14.10 Insurance Benefits	68.44	221790	10/16/19
FOLEY	Foley Services, Inc.	09/24/19	uniforms 09/24/19 1268605	12-7-101-15.20 Uniforms & Cleaning	75.24	221794	10/16/19
FOLEY	Foley Services, Inc.	10/01/19	Uniforms 10/1/19 1269952	12-7-101-15.20 Uniforms & Cleaning	75.24	221794	10/16/19
FOLEY	Foley Services, Inc.	10/08/19	HW Uniforms 1271341	12-7-101-15.20 Uniforms & Cleaning	75.24	221794	10/16/19
GMP	GREEN MOUNTAIN POWER	10/15/19	HW Oct 19 electric HWOCT19	12-7-101-30.00 Electricity	182.15	221797	10/16/19
FAIRFIELD	HOWARD P. FAIRFIELD, LLC	10/02/19	spinner bearing 6785006	12-7-101-52.00 Repairs & Supplies	187.42	221802	10/16/19
FAIRFIELD	HOWARD P. FAIRFIELD, LLC	10/02/19	Poly Spinner 6785054	12-7-101-52.00 Repairs & Supplies	135.61	221802	10/16/19
IRVINGOIL	IRVING ENERGY DISTRIBUTIO	09/27/19	1513.4 gallons 349594	12-7-101-51.10 Diesel Fuel	3458.57	221803	10/16/19
IRVINGOIL	IRVING ENERGY DISTRIBUTIO	10/16/19	1513.4 gallons 349594-2	12-7-101-51.10 Diesel Fuel	3433.29	221803	10/16/19
IRVINGOIL	IRVING ENERGY DISTRIBUTIO	10/16/19	1513.4 gallon 349594-CM	12-7-101-51.10 Diesel Fuel	-3458.57	221803	10/16/19
IRVINGOIL	IRVING ENERGY DISTRIBUTIO	08/20/19	2501.5 gallons 541449	12-7-101-51.10 Diesel Fuel	5336.95	221803	10/16/19
LAWSON	LAWSON PRODUCTS, INC	10/08/19	shop supplies 9307078629	12-7-101-52.00 Repairs & Supplies	166.14	221804	10/16/19
MUNIC	MUNICIPAL SUPPLY & SIGN C	10/15/19	Flat road sign cover 140387	12-7-101-52.00 Repairs & Supplies	71.40	221807	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19	Nov 19 Premiums NOV19PREMIUM	12-7-101-14.10 Insurance Benefits	676.88	221809	10/16/19
SOUTHWOTH	SOUTHWORTH-MILTON, INC	10/08/19	Bit,Bolt,Nuts 1753774	12-7-101-52.00 Repairs & Supplies	596.59	221813	10/16/19
STATELINE	State Line Truck Service	07/17/19	Core dept 293385-CORE	12-7-101-52.00 Repairs & Supplies	-50.00	221815	10/16/19

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## Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
STATELINE	State Line Truck Service	10/07/19	DEF drum 295197	12-7-101-52.00 Repairs & Supplies	208.73	221815	10/16/19
TDS	TDS TELECOM	10/09/19	Sept 19 SEPT19	12-7-101-31.00 Wireless/Pager Service	85.81	221816	10/16/19
TDS	TDS TELECOM	10/09/19	Sept 19 SEPT19	12-7-101-25.00 Internet Services	45.00	221816	10/16/19
VALLEYNEW	VALLEY NEWS	10/01/19	Skyline, MMH SEPT19ADVT	12-7-101-43.00 Legal Expense	84.93	221819	10/16/19
PATRIOT	ATG WESTMINSTER	10/02/19	Clutch repairs R301001194-2	12-7-101-52.00 Repairs & Supplies	40.00	221825	10/17/19
PATRIOT	ATG WESTMINSTER	10/02/19	Shop supplies missed R301001807-1	12-7-101-52.00 Repairs & Supplies	50.00	221825	10/17/19
GLOB	GLOBAL MONTELLO GROUP	10/17/19	HW Sept 19 gas SEPT19GAS	12-7-101-51.20 Gasoline	297.31	221826	10/17/19

Report Total

24008.11



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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (Special Revenue)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ELAN	10/01/19	ELAN CITY Radar Speed sign 2000-1301	15-7-201-15.04 Police: Equipment Grant	3179.00	221793	10/16/19
Report Total				3179.00		

10/17/19

## Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (Solid Waste)

Account

For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BESTSEPTI	BEST SEPTIC SERVICE LLC	10/01/19 Portabel toilet Oct 19 18513	21-7-101-45.00 Contractual Rental Expens	110.00	221781	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-101-45.05 Trash-Tippage	1327.08	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-101-45.26 C&D-Container Charge	980.00	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-101-45.10 C&D Tippage	1704.87	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-102-45.01 Recycling Expense	35.00	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-102-45.00 Zero Sort contain &Tipp	269.19	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-101-45.25 Trash Container charge	245.00	221786	10/16/19
GOBIN	CASELLA WASTE SERVICES	10/01/19 PU 10/1/19 518696	21-7-102-45.00 Zero Sort contain &Tipp	288.92	221786	10/16/19
EYEMED	COMBINED INSURANCE CO OF	10/09/19 Oct19 Premiums OCT19PREMIUM	21-7-101-14.10 Insurance Benefits	4.61	221790	10/16/19
FOLEY	Foley Services, Inc.	09/24/19 Uniforms 09/24/19 1268606	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221794	10/16/19
FOLEY	Foley Services, Inc.	10/01/19 Uniforms 10/1/19 1269953	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221794	10/16/19
FOLEY	Foley Services, Inc.	10/08/19 SW uniforms 1271342	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221794	10/16/19
GMP	GREEN MOUNTAIN POWER	10/15/19 SW Oct 2019 SWOCT19	21-7-101-30.00 Electricity	111.27	221797	10/16/19
NORTH	NORTH STAR LIVERY	09/25/19 Scrap metal/glass O19-5870	21-7-102-45.01 Recycling Expense	61.05	221808	10/16/19
N DELT	NORTHEAST DELTA DENTAL	10/16/19 Nov 19 Premiums NOV19PREMIUM	21-7-101-14.10 Insurance Benefits	241.84	221809	10/16/19
Report Total				5419.21		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19197 Current Prior Next FY Invoices For Fund (Ramp Perkinsville School)  
For Check Acct 1(Fund 00) All check #s 10/16/19 To 10/17/19

Account

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BIBENS	10/05/19	Paint & Brush L22277/1	55-7-101-04.00 Grant Ramp-Supplies	34.07	221782	10/16/19
Report Total				34.07		

10/07/19  
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Town of Weathersfield Payroll  
Check Warrant Report #  
Check date 10/10/19 to 10/10/19 Departments 111 to 111

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
CONGDONJ	CONGDON, JENNIFER B.		47583	10/10/19	167.29	0.00
DANGOF	DANGO, FLORA ANN		47584	10/10/19	264.33	445.00
DANIELSWI	DANIELS, WILLIAM J.	E	11772	10/10/19	0.00	1010.30
	Fringes paid via direct deposit					76.92
ESTYLYNNE	ESTY, LYNNETTE A.	E	11774	10/10/19	0.00	122.55
FEDOROW	FEDOROW, SVEN	E	11775	10/10/19	0.00	866.33
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11776	10/10/19	0.00	192.80
HIERCA	HIER, CAROLYN A.	E	11777	10/10/19	0.00	278.97
HIERS	HIER, STEVE A.	E	11778	10/10/19	0.00	148.30
HOWARD	HOWARD, MEGAN L.	E	11779	10/10/19	0.00	11.03
KELLY	KELLY, DARLENE R.	E	11781	10/10/19	0.00	865.80
MORANCY	MORANCY, WALTER W.	E	11784	10/10/19	0.00	972.51
NEILYSTEV	NEILY SR, STEVEN B.		47586	10/10/19	284.46	0.00
SMITH	SMITH, STEVEN		47587	10/10/19	341.44	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47588	10/10/19	326.00	0.00
TERRILL	TERRILL, SUSANNE	E	11788	10/10/19	0.00	690.13
WHITNEY	WHITNEY, NATHALIE		47590	10/10/19	108.05	0.00
					1491.57	5719.10
					=====	=====

\*\*\*7,210.67

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Town of Weathersfield Payroll  
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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BEARSE	BEARSE, DEFOREST D.	E	11790	10/17/19	0.00	72.05
CONGDONJ	CONGDON, JENNIFER B.		47591	10/17/19	167.29	0.00
DANGOF	DANGO, FLORA ANN		47592	10/17/19	264.33	445.00
DANIELSWI	DANIELS, WILLIAM J.	E	11792	10/17/19	0.00	1010.30
	Fringes paid via direct deposit					76.92
ESTYLYNNE	ESTY, LYNNETTE A.	E	11794	10/17/19	0.00	160.94
FEDOROW	FEDOROW, SVEN	E	11795	10/17/19	0.00	671.71
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11796	10/17/19	0.00	363.55
HIERCA	HIER, CAROLYN A.	E	11797	10/17/19	0.00	267.39
HIERS	HIER, STEVE A.	E	11798	10/17/19	0.00	148.30
KELLY	KELLY, DARLENE R.	E	11800	10/17/19	0.00	865.80
MORANCY	MORANCY, WALTER W.	E	11804	10/17/19	0.00	972.51
MORSE	MORSE, MARTHA J.	E	11805	10/17/19	0.00	85.04
SMITH	SMITH, STEVEN		47594	10/17/19	127.87	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47595	10/17/19	272.07	0.00
TERRILL	TERRILL, SUSANNE	E	11809	10/17/19	0.00	688.02
					831.56	5865.99
					=====	=====

\*\*\*6,697.55

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Town of Weathersfield Payroll  
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Payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E 11773	10/10/19	0.00	631.25
	Fringes paid via direct deposit				76.92
HUNTDON	HUNTLEY, DONALD A.	E 11780	10/10/19	0.00	570.91
	Fringes paid via direct deposit				76.92
LONGTIN	LONGTIN, ALEXANDER J.	E 11782	10/10/19	0.00	434.70
	Fringes paid via direct deposit				76.92
MOORER	MOORE, RAY A.	E 11783	10/10/19	0.00	670.24
	Fringes paid via direct deposit				76.92
PIPE	PIPE, SCOTT	E 11785	10/10/19	0.00	558.31
	Fringes paid via direct deposit				76.92
STAPLETON	STAPLETON, RAY E.	E 11787	10/10/19	0.00	769.65
	Fringes paid via direct deposit				76.92
				0.00	4096.58

\*\*\*4,096.58

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Town of Weathersfield Payroll  
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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11793	10/17/19	0.00	644.45
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11799	10/17/19	0.00	571.05
	Fringes paid via direct deposit					76.92
LIVAS	LIVAS, PHILLIP A.	E	11801	10/17/19	0.00	548.84
	Fringes paid via direct deposit					38.46
LONGTIN	LONGTIN, ALEXANDER J.	E	11802	10/17/19	0.00	435.13
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11803	10/17/19	0.00	674.58
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11806	10/17/19	0.00	558.04
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11808	10/17/19	0.00	769.65
	Fringes paid via direct deposit					76.92
					-----	-----
					0.00	4701.72
					=====	=====

\*\*\*4,701.72

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Town of Weathersfield Payroll  
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Payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MERICLE J	MERICLE, JAMES S.	47585	10/10/19	277.51	0.00
WATERST	WATERS, TYLER M.	47589	10/10/19	476.01	0.00
	Fringes paid via direct deposit				38.46
				753.52	38.46
				=====	=====

\*\*\*\*\*791.98



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Payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
-----	-----	-----	-----	-----	-----
MERICLE J	MERICLE, JAMES S.	47593	10/17/19	276.95	0.00
WATERST	WATERS, TYLER M.	47596	10/17/19	485.38	0.00
	Fringes paid via direct deposit				38.46
				762.33	38.46
				=====	=====

\*\*\*\*\*800.79

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11771	10/10/19	0.00	111.16
RICHARDMA	RICHARDSON, MARK P.	E	11786	10/10/19	0.00	651.17
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11789	10/10/19	0.00	145.51
					0.00	984.76
					=====	=====

\*\*\*\*\*984.76

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Town of Weathersfield Payroll  
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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11791	10/17/19	0.00	111.16
RICHARDMA	RICHARDSON, MARK P.	E	11807	10/17/19	0.00	651.17
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11810	10/17/19	0.00	190.93
					0.00	1030.18
					=====	=====

\*\*\*1,030.18