

TOWN OF WEATHERSFIELD, VERMONT
SELECT BOARD

**Select Board Agenda
Martin Memorial Hall
5259 US Route 5
Monday October 7th, 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 9/16/2019
6. Appointment of Town Health Officer
7. Town Manager Search Process
8. Appoint Town Manager Search Committee
9. Solar Update
 - a. Lease Review
 - b. Boundary marking
10. Fire Discussion
11. Land Use/Assessors Position
12. Non-Profit Funding Requests
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
 - G. Veterans Memorial Committee (Two Openings) **Edith Stillson, Patience Bearse**
14. Approve Warrant
15. Water District Project Discussion
16. Executive Session as per 1 V.S.A. § 313 (3) Personnel
17. Adjourn
18. Future Items:
 - a. 10/21 Budget update

TOWN OF WEATHERSFIELD, VERMONT

SELECT BOARD

Select Board

Weathersfield Center Church

Weathersfield Center Road

Monday, September 16, 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:

Ed Morris, Town Manager

Others Present:

Edith Stillson	Paul Tillman	Travis Compo	Darlene Kelly
Fred Kowalick	Josh Dauphin	Mychael Spaulding	Ben Waters
Nikita Lenahan	Ray Stapleton	Josh Compo	Martha Staskas

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

(This was Mr. Morris's last select board meeting.)

Mr. Morris thanked the Town for giving him the opportunity to work as our manager. He thanked everyone for the hospitality that had been extended to him and his family. He said everyone had made him feel welcome and he greatly appreciated it.

Ms. Murphy said there would be an informal farewell opportunity at the Town Office on Thursday, September 19th from 3:00 PM – 4:30 PM. It will be Mr. Morris's last day in the office. Everyone is invited to come say farewell.

TOWN OF WEATHERSFIELD, VERMONT
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Ms. Murphy thanked Mr. Morris for his service. She particularly appreciated Mr. Morris's ability to thoroughly research any topic and bring to the board the information they needed to make informed decisions.

Mr. Arrison said SAPA TV is looking for a director. They would like to have someone to represent the Town of Weathersfield.

4. Comments from Citizens on topics not on the agenda

Chief Dauphin said he will be coming to the board soon with an application for a Coin Drop on October 12th.

5. Review minutes from previous meetings – 9/3/2019

Motion: To approve

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

Mr. Todd called for some minor edits and typo corrections.

Vote: 4 in favor, 1 abstention

6. Discussion of Select Board Communications

Mr. Fuller spoke at length about his difficulties with emails regarding board meetings. He objects to the board relying on a single form of communication – i.e. email through the Town's server. He asked that in the future, if someone hasn't responded to an email, the sender should assume that the person has not received the email and to use some other means to reach them. He acknowledged that things are a bit chaotic at the moment with the loss of the manager, but urged the board to keep to its normal meeting days and times.

Mr. Todd said he prefers to use his personal email because he doesn't get a notification on his phone when an email comes from the Town email account.

Mr. Morris cautioned the board members not to use personal emails for board business because of the Open Meeting Law.

Ms. Murphy said it has been seven months since getting town email accounts; issues should have been resolved by now. She said she uses the board's emails to ensure that everyone gets the same information at the same time.

There was much discussion of various options for facilitating communication. It was decided that Mr. Todd's and Mr. Fuller's personal email addresses would be added to the contacts list and that Ms. Murphy will send out a text message to everyone when an email has been sent out letting everyone know they need to check their email.

7. Town Manager Search Process

VLCT send a spreadsheet of advertising sources and prices. It was agreed to eliminate advertising in the Burlington paper, which reduced the cost by \$888. Mr. Murphy will relay the change to VLCT.

TOWN OF WEATHERSFIELD, VERMONT
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Mr. Morris said he had an entertainment permit filed by Dave Gulbrandsen for a potluck/barbeque for the Ascutney Notch Subdivision Association to be held on the Salmond Covered Bridge on Saturday, October 5th between 6-9 PM. The event will temporarily close down a town road, hence the need for the permit. Chief Daniels had no objections to it. Fire apparatus doesn't go through the bridge and although this was the first time Chief Dauphin had heard of it, he had no objections. No residents would be blocked from their homes.

Motion: To allow the Ascutney Notch Association to shut down the Salmond Covered Bridge on October 5th, from 6:00 PM to 9:00 PM.

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

Vote: All in favor

8. Solar Update

a. Lease Review

Mr. Morris said the first phase of the ESA for the transfer station site has begun.

The board received the latest version of the lease agreements at the meeting. Mr. Morris said some slight changes had been made to the decommissioning provisions.

The leases for the two project sites are identical except for the screening provisions in the transfer station version.

Mr. Fuller asked why the 12% reduction the town was to get was not in the leases. It was explained that the terms of the net metering agreement are described in the net metering agreement, not the site leases. However, it was agreed to make reference to it in the site leases by means of an exhibit added to the site leases.

Mr. Todd said he was not comfortable granting the solar company the right to install new rights-of-way to the sites without input or oversight by the Town. It was agreed to remove the sentence as it is not germane to these projects. Mr. Todd said the board needed more time to read documents than they were given with this lease.

Ms. Murphy asked what happens if Norwich Solar were to go bankrupt. Ms. Staskas explained that each site is its own entity and would be unaffected by anything happening to Norwich Solar. If the site fails, the decommissioning money will be in place to remove the facility and restore the site.

Mr. Kowalik said he has been following these proceedings on the PUC website. He said Norwich Solar had petitioned to remove him and Ms. Lenahan as intervenors on the wildlife, drainage, and public safety proceedings. PUC did not agree and allowed Mr. Kowalik and Ms. Lenahan to retain intervenor status. ANR will be addressing the wildlife concerns.

Their intervenor status was not challenged under the aesthetics criterion.

The department of public service will be hiring their own consultant to address aesthetics.

ANR and a solid waste district representative will be doing an ESA site visit on September 20th.

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There was discussion about how to get documents from the PUC and keeping the board up to date on these proceedings, as the board was not aware that Norwich Solar had asked to have the Kowalik/Lenahan intervenor status removed.

Mr. Fuller repeated his request to have the transfer station shared boundary line flagged. Norwich Solar will flag the perimeter of disturbance. Ms. Staskas said all of their permits are based on the area of disturbance.

Mr. Tillman asked to have the planning commission copied on all the documents that come from the PUC as well.

Mr. Fuller objected to Norwich Solar acting on behalf of the Town in trying to exclude input from an abutter. Ms. Staskas said they were not acting on behalf of the Town. She stated that there is a difference between intervenor status and public comment. Intervenors must be expert witnesses for wildlife management, drainage and public safety. Aesthetic issues are more subjective and thus have a broader inclusion.

Ms. Lenahan again asked – if this project fails, will the Town be responsible for the \$60,000 that Norwich Solar has invested in it thus far? Ms. Staskas assured everyone that the Town is not liable for any of the money that Norwich Solar has invested – regardless of what happens.

The amended leases will be reviewed at the next meeting.

Energy Coordinator, Julia Lloyd Wright, said she appreciated Mr. Morris's taking the lead on this. She said she has been trying for 12 years to get a solar array at the highway garage.

It was agreed that exhibit D (net metering reference), firmed up dates for perimeter flagging and boundary line flagging will be in place for the next meeting.

9. Fire Discussion

AVFA was unable to attend the meeting. WWVFD was present. Chief Dauphin handed in a list of the certifications of each of the WWVFD firefighters, a copy of their certification cards, and a folder full of call reports from the previous year. AVFA had asked if the requested reports were a HPPA violation. Ms. Murphy said it was not, as specific personal information was not being requested – only the nature of the call and how many responded. Mr. Arrison said this had been made clear to Chief Spaulding a while ago.

Ms. Murphy asked the board how to proceed with the discussion when both departments are not present at the same time. Mr. Fuller said it's on the agenda, so the board should have a discussion with those present. Others expressed frustration with the situation.

Ms. Murphy asked the board at what point they would make the decision to move forward with a municipal department or to revert back to the status quo. Is there some point at which the board would be ready to make that decision and if so, what is it?

Mr. Compo said that Chief Dauphin has stated that he does not wish to re-elected to Chief. Mr. Compo said the WWVFD cannot exist without Chief Dauphin. He asked how long the board would continue to delay in their effort to not hurt anyone's feelings.

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SELECT BOARD

Mr. Boyer said for him the board has met that point and gone beyond it.

Mr. Arrison said the board cannot go back to town meeting without a unanimous vote of the board to do so.

Mr. Fuller felt the board needed to define the task better. He said the Town cannot be served with a single fire station. He said he didn't want to be telling the departments how to do their jobs; he just wants the board to supply what the firefighters need to do what they do. He said he didn't know how to get AVFA to participate, but felt confident of his ability to negotiate.

Josh said WWVFD wants the Town to take their assets to serve the Town, not make them the municipal department. He said that the continued lack of action by the board affects the safety of the firefighters.

Ms. Murphy said she wanted it clear that the board is not choosing one department over the other. The board is looking to create a whole new entity that is entirely neutral and that is open to all who wish to volunteer. The single department would have a single set of SOGs from which everyone would work. This alone will enhance firefighter safety.

Mr. Arrison said they are not looking to pull the rug out from under AVFA, but the board has asked for information that's not being provided. He said the board and the Town have a responsibility to provide emergency services, but he feels the board's actions get twisted around into something different. He said he wants a department with both sides with no bickering.

Mr. Morris said the board needs to make a decision, because nothing is moving forward. He said they don't talk about this issue at the meetings he has been having with the chiefs.

Mr. Arrison said that AVFA had asked for time to work this out themselves, but it appears that nothing is happening.

Mr. Morris said the board needs to make a timeframe and set stipulations (e.g. create one fire department); then they give the parties a deadline to figure it out by.

Mr. Todd said he wants to see each department's SOGs. He said having a fulltime fire chief would not cost the Town \$100,000. He said there are issues in the Wood report that need to be addressed. He wants to see an end to the finger-pointing. He said that safety-related issues or other problems should be resolved at the meetings with the chiefs.

At 9:00 PM, Mr. Boyer motioned to continue the meeting for 15 minutes. Mr. Todd seconded the motion and all were in favor.

The discussion continued for several more minutes without resolution or action. To be continued...

10. Land Use/Assessor's Position

This item was postponed to the next meeting.

Motion: To table

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

Vote: All in favor

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11. Approve 1879 Schoolhouse Committee to apply for a Historic Preservation Grant

The 1879 committee would like to apply for a Historic Preservation grant to do some work on the belfry. There is a 50% match required which the committee can cover with their own funds.

Motion: To approve the 1879 Perkinsville Schoolhouse committee applying for a Historic Preservation grant

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

Vote: all in favor

12. Capital Review and Approval

Motion: To table

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

Vote: Unanimous in favor

13. Approve Closing Town Office on Thursday, October 3rd for VLCT Staff Training

Motion: To approve closing the town office on Thursday, October 3rd for VLCT staff training

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

Vote: Unanimous in favor

14. Executive Session as per 1 VSA§313(3) Personnel

At 9:16 PM, Mr. Boyer motioned to enter executive session as per 1 VSA§313(3) Personnel. The motion was seconded by Mr. Todd and all were in favor.

At 10:15 PM, Mr. Fuller motioned to exit executive session. Mr. Boyer seconded the motion and all were in favor.

Mr. Fuller motioned to appoint Sven Federow as interim town manager and negotiate his salary. Mr. Arrison seconded the motion and all were in favor.

15. Appoint Town Delegate for VLCT Annual Meeting

16. Designate signer for financial authorizations

17. Appointments

18. Approve Warrants

Mr. Todd said he would be receiving assistance from the fund for residents in need and abstained from the discussion and vote on the warrant.

Motion: To approve the warrants for 9/16/2019 as follow:

General Funds Operating Expenses \$36,787.88

**TOWN OF WEATHERSFIELD, VERMONT
SELECT BOARD**

	Payroll	\$16,247.74
Highway Fund	Operating Expenses	\$38,809.80
	Payroll	\$8,219.84
Solid Waste Management Fund		
	Operating Expenses	\$6,357.49
	Payroll	\$1,590.55
Library	Operating Expenses	\$0.00
	Payroll	\$1,972.24
Grants		\$1,300.50
Special Revenue		\$0.00
Reserves		\$0.00
Long Term Debt		\$0.00
Grand Totals	Operating Expenses	\$83,255.67
	Payroll	\$28,030.37

Made by: Mr. Arrison **Second:** Mr. Boyer
Vote: 4 in favor, 1 abstention

19. Future Meeting Agenda Items

20. Adjourn

Motion: To adjourn the meeting

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

Vote: All in favor

The meeting adjourned at 10:18 PM.

Respectfully submitted,
deForest Bearse

WEATHERSFIELD SELECTBOARD

TOWN OF WEATHERSFIELD, VERMONT
SELECT BOARD

N. John Arrison, Selector

Daniel E. Boyer, Selector

David Fuller, Vice-Chairperson

Kelly Murphy, Chairperson

Michael Todd, Clerk

DRAFT



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

October 2, 2019

To: Selectboard

Subject: Town Health Officer Appointment

On account of Ed's departure, a new Town Health Officer must be appointed. Without an appointment, the Chair of the Selectboard becomes the Town Health Officer by default. Below are materials reflecting Ed's resignation and a form to be approved nominating the Interim Town Manager, currently the Deputy Town Health Officer, as the Town Health Officer. This will leave the position of Deputy Town Health Officer vacant, which is not a required position. The Selectboard may wish to discuss the potential appointment of a new Deputy Town Health Officer.

**FOR OFFICE USE ONLY**

Beginning Date: _____

Expiration Date: _____

Resignation Date: _____

Entered: _____

Town Health Officer Recommendation Form

This is a:

☒ New Appointment ☐ Re-appointment

Is a resignation letter needed from previous Health Officer?

☒ Yes☐ NoStart Date: 9/22/2019 Town/Municipality: WeathersfieldCounty: Windsor Full Name: Sven FedorowHome Delivery Address: 2115 Thompsonburg Rd., South Londonderry, VT 05155

(DO NOT USE the Town Clerk Office or a Business for your Home Address)

Street Address for UPS Deliveries: 5259 US Route 5, Ascutney VT 05030Email Address: townmanager@weathersfield.orgTelephone(s): W: 802-674-4500 H: _____ Cell: 802-230-6262

Education: High School _____ College _____ Other (list) _____

Professional Degree: JD (e.g. MD, RN, DVM, DDS) Occupation: Town Manager

Please give a brief statement noting why the select board believes the recommended individual will make a good Health Officer:

Signed: _____
Chair of the Select Board DatePrint Name: Kelly Murphy**Return completed recommendation form to:**VT Department of Health / Environmental Health
108 Cherry Street • PO Box 70
Burlington, VT 05402

To: Weathersfield Select Board

From: Edward Morris, Weathersfield Health Officer

Date: September 21, 2019

Subject: Recommendation of Weathersfield Health Officer and Deputy Health Officer

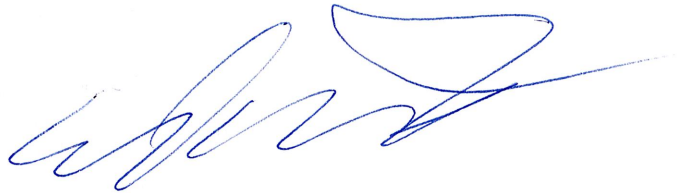
My final day and time as Weathersfield Health Officer is at 11:59 PM on Saturday, 9/21/2019.

I have resigned my position as Town Manager on that date.

Select Boards "recommend" candidates to the Vermont Commissioner of Health and the Vermont Commissioner of Health "appoints" Town Health Officers and Town Deputy Health Officers.

Presently Land Use Administrator Sven Fedorow is the Deputy Health Officer and serves as Interim Town Manager.

Recommended Motion: That the Weathersfield Select Board recommends to the Vermont Commissioner of Health that Interim Town Manager Sven Fedorow be appointed Weathersfield Health Officer.

A handwritten signature in blue ink, appearing to be "Edward Morris", is written in a cursive style. The signature is located in the lower right portion of the document.



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

October 2, 2019

To: Selectboard

Subject: Town Manager Search Process

Abby Friedman from VLCT will be discussing the Town Manager search process via telephone.



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

October 2, 2019

To: Selectboard

Subject: Appoint Members to Town Manager Search Committee

Three citizens and five staff have responded to the notice seeking members for the Town Manager Search Committee. There are openings for five citizens and four staff on the committee. The letters provided by those seeking nomination are included below.

The search committee notification has been posted in five places, on the website, and on Facebook. It has also been sent to all employees.

Lisa Slade
PO Box 77
Ascutney, VT 05030

September 28, 2019

Weathersfield Select Board
PO Box 550
Ascutney, VT 05030

Dear Board Members:

I would like to be considered as a participant to the search committee for the hiring of a new Town Manager.

As most of you know, I am a lifelong Weathersfield resident. I have Volunteered on a few different Committee's through the years, served as a Select Board Recording Secretary for several years, I try to support non-profits in town when possible and, I try to keep up-to-date on "events" happening within our town.

While I have my own thoughts on what qualifications I would like the next Town Manager to have (two of them being experience in municipal operating budgets and experience in public administration) I would look for input and directive from Select Board members as well as other committee members when reviewing applications/resume's. I hope Weathersfield's next Town Manager is a proactive and progressive community leader and, I believe I could add some value in selecting that person.

Thank you,

A handwritten signature in black ink that reads "Lisa Slade". The script is cursive and fluid, with the first name "Lisa" and last name "Slade" clearly distinguishable.

Lisa Slade
lisaanneslade@aol.com
802-291-1475

Payroll

From: deForest Bearse <deforestbearse@yahoo.com>
Sent: Wednesday, September 11, 2019 8:52 AM
To: Weathersfield Town Office
Subject: Re: Town Manager Search Committee

I would like to be considered for a seat on the Town Manager Search Committee. I have worked in local government for more than 20 years and understand the importance of the manager's position in setting the tone and direction of the Town. I also understand the importance of the relationship between the manager and the Town's employees. I feel my experience and understanding would be helpful in reviewing candidates for our next town manager.

Thank you for your consideration,
deForest Bearse

On Tuesday, September 10, 2019, 3:56:20 PM EDT, Weathersfield Town Office <Weathersfield@weathersfield.org> wrote:

Hello deForest,

Could you state a reason why please?

Susanne Terrill

weathersfield@weathersfield.org

payroll@weathersfield.org

Town of Weathersfield

PO Box 550

Ascutney VT 05030-0550.

Phone: 802-674-2626

Fax: 802-674-2117

From: deForest Bearse <deforestbears@yahoo.com>
Sent: Monday, September 9, 2019 2:52 PM
To: Weathersfield Town Office <Weathersfield@weathersfield.org>
Subject: Town Manager Search Committee

I would like to be considered for a seat on the Town Manager Search Committee.

Best Regards,

deForest Bearse

Ed Morris

From: josh compo <compo42@msn.com>
Sent: Thursday, September 5, 2019 1:47 PM
To: Ed Morris
Subject: Town Manager search committee

Sent from my U.S.Cellular© Smartphone

To whom it may concern,

I would like to be considered as a member for the search committee for the new town manager. I feel as I would be a valuable member of the committee for the following reasons.

I have been involved in town issues for most of my adult life.

I have held several leadership positions on volunteer organizations

I currently manage a team and am responsible for hiring as well as building the team to work better together.

I am interested in a candidate that possesses strong leadership capabilities that can continue to move the town in a direction for a sustainable future.

Please let me know if you have any further questions. My contact information is below.

Josh Compo

Cell 802-376-0015

Email compo42@msn.com

Address 2046 Route 5 Weathersfield VT

Ed Morris

From: josh compo <compo42@msn.com>
Sent: Tuesday, September 3, 2019 9:21 AM
To: Ed Morris
Subject: Town manager search committee

I would like to be considered as a citizen on a search committee for the new town manager if the selectboard moves in that direction.

Josh compo

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CHARTERED BY
NEW HAMPSHIRE
August 20, 1761

CHARTERED BY
NEW YORK
April 8, 1772

Town of Weathersfield

POST OFFICE BOX 550
ASCUTNEY, VERMONT 05030-0550



Telephone: (802) 674-9500
Facsimile: (802) 674-2117

E-mail: townclerk@weathersfield.org
Website: <http://www.weathersfield.org>

Flo-Ann Dango, CVC
Town Clerk

Nicholas E. Stapleton
Assistant Town Clerk

September 10, 2019

Weathersfield Selectboard
PO Box 550
Ascutney, VT 05030

Dear Selectboard:

I am interested in serving on the Town Manager Search Committee for the Town of Weathersfield. I know that serving on such a committee is not a quick and easy task, as I have been on the last two search committees. I have been employed with the town since 1985 and have held several positions which has allowed me to work with seven town managers. After careful consideration of the time that is put into a Town Manager Search Committee, I feel my experience and my knowledge of the town would be beneficial to serve on this committee.

Thank you for your time and consideration in this matter.

Sincerely,

Flo-Ann Dango
Flo-Ann Dango

Payroll

From: Steve Hier
Sent: Thursday, September 19, 2019 9:14 AM
To: Weathersfield Town Office
Subject: Town Manager Search Committee

Selectboard,

I am interested in serving on the Town Manager Search Committee.

My 39 years of experience as the Chief Financial Officer for the Springfield School District gives me perspective about the issues and politics of local government in Vermont. During my time there the District had ten different Superintendents and I was a member of many of those search committees.

I have been the part time Town Treasurer here for 21 years, working 3 hours per week until one year ago when the position became 10 hours per week (shifting hours from the Assistant Town Clerk). I was a member of the search committee during the last Town Manager search process.

Mine is an elected position which does not report directly to the Town Manager but needs to work in concert with the Town Manager and his staff. This plus the part time nature of the position gives me a different perspective then the appointed town employees.

I believe I can bring some expertise, knowledge, and independent perspective to the committee, understanding the "big picture" of the process and interested in hiring the candidate that best fits the needs of our town.

Thank you for your consideration.

Steve Hier

Payroll

From: Darlene Kelly
Sent: Tuesday, September 10, 2019 6:08 PM
To: Weathersfield Town Office
Subject: Letter of intent to serve on search committee

I'm submitting my letter of intent to serve on the Town manager search committee. As a member of the executive committee I work with the Town Manager in a lot of delicate subjects for the town such a finances, planning and personnel. I would like to see the vision of where Weathersfield is headed continue and I would like to help foster that vision in the new Town Manager so having the right selection of candidates will be important.

Darlene Kelly
Finance Director
Town of Weathersfield
802-674-2626 x108
accountant@weathersfield.org

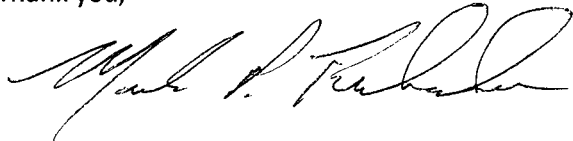
Weathersfield Select Board

Letter of Interest

I would like to be considered for the Town Manager Search Committee. I have served on similar committees, and I find the experience useful in my own role as a town employee and as someone who reviews resumes, conducts interviews, and hires employees. Additionally, as an employee who interacts with town employees, elected officials, local organizations, and members of the public, I may be able to bring insights to the committee that may be valuable.

The Library has enjoyed an almost unprecedented amount of support from the Town Manager over the last three years. He has encouraged my participation on projects relating to the town forest. He has encouraged me to serve on the Parks and Recreation Committee, and he has worked closely with our Trustees and myself to integrate library and town programs, infrastructure, policies and purchasing so that we are more efficient in our use of resources and better able to meet the needs of our patrons. This level of cooperation has been enhanced by monthly executive board meetings. I know that there are many more improvements we can make going forward, and I hope that by serving on the search committee I can ask the kind of questions that will be of value to the Select Board.

Thank you,

A handwritten signature in black ink, appearing to read 'Mark Richardson', written in a cursive style.

Mark Richardson, Director
Weathersfield Proctor Library
5181 Route 5 P.O. Box 519
Ascutney, VT 05030
802-674-2863
weathersfieldproctorlibrary@gmail.com

WEATHERSFIELD TOWN MANAGER SEARCH COMMITTEE

September 12, 2019

Weathersfield Select Board

The Weathersfield Proctor Library Board of Trustees have encouraged the Library Director to apply to the Weathersfield Select Board for a position on the Town Manager Search Committee. Mr. Richardson is responsible for reviewing resumes, conducting interviews, and hiring employees in his position as Director. He has also served under the current Town Manager as part of the interview team for the Finance Director. We feel it would be a valuable experience for him to serve on your committee and believe it will further his professional development.

We also would like to thank the outgoing Town Manager for all the support he has provided to the Library over the last three years. He has encouraged the Director to participate with the town forest and the Parks and Recreation Committee. He has also worked closely with the Trustees and the Director to set in place pay and benefit programs for our employees. Progress has been made to integrate library and town programs where those can benefit from a community-wide common vision. Infrastructure assistance from the Town manager includes updated computer and phone system and their associated contracts. Policies that have been researched and proposed to the Board of Trustees have many times benefited from the conversations the Director has had with the Town Manager. This level of cooperation has been enhanced by monthly executive board meetings. It is the Board of Trustees belief that a good working relationship between the Library Director and the Town Manager is critical to the success of the Library.

Thank you,



Mavis Ellingwood, Chair
Weathersfield Proctor Library Board of Trustees
5181 Route 5 P.O. Box 519
Ascutney, VT 05030
802-674-2863
weathersfieldproctorlibrary@gmail.com

October 1, 2019

To: Select Board

Subject: Consideration for Town Manager Search Committee

I'm writing to express my interest to serve on the Town Manager search committee. I have lived in the town all my life and am a grateful employee of the town for many years. In my role as Highway Superintendent I will have to work closely together with the Town Manager and would like to help finding the right candidate.

Thank you for your consideration,

Ray Stapleton

A handwritten signature in black ink, appearing to be 'Ray Stapleton', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Weathersfield Select Board

September 18, 2019

Subject: Town Manager Search Committee

Please consider me for the Town Manager Search Committee. The past year and the half I have learned a lot about the Town of Weathersfield and enjoyed meeting many of our residents. The Town has been growing on me and I really enjoy working here a lot. Having many years of Human Resources experience I think I could be an asset in the search process. Working in the position of the Executive Assistant I also would like the opportunity to meet all the candidates that I might be working with closely soon.

Thank you for your consideration,

Sincerely,



Susanne Terrill

September 30, 2019

To: Select Board

Subject: Consideration for Town Manager selection team

I have lived in Weathersfield all my life (49 years), went to the Perkinsville Elementary School and the Weathersfield Middle School. I have seen many changes in our Town and would like to be part of shaping our Town's future. The new Town Manager will be a big part of this.

I have had interview training at my place of employment, Hypertherm, with our Human Resource team and training group. I have been involved with numerous interview processes over my 27 years there, including technicians, engineers, and managers. We interview in teams and concentrate on our company's competency areas such as team fit, subject matter knowledge, passion for technology, etc. I feel this understanding of the process and how to conduct interviews would be an asset to the selection team.

I have worked with the current Town Manager over the past 3 as a member of the Planning Commission and the Ascutney Fire District #2. I have learned some of the expectations and challenges of a Town Manager from these experiences. I have been part of the Town's hiring interview process for that last two Zoning Administrators as a member of the Planning Commission.

I have been on the Planning Commission (4 years), the Ascutney Fire District #2 (3 years), and have been attending all the Select Board meetings for the last year and half. This experience has given me the insight of the skill set a Town Manager will need such as but not limited to:

- interact with Boards/Commissions
- expectations of performance for Town projects
- Grants and Funding responsibilities
- communication within the Town and with other groups and entities
- mediation between groups and people.

As stated above, I feel the training I have had at Hypertherm will be beneficial with some core competencies that can be applied to the Town Manager role. By serving on the two Commissions and attending the Select Board meetings, I have gained the knowledge and experience to understand what the Town would need and want from a new Town Manager.

The decision process to choose a new Town Manager will be challenging. The candidates to send to the Select Board will be chosen based on Town need, candidate expertise and candidate availability. I would appreciate the Board's consideration of me being part of the seven-person selection team.

Thank you for your consideration,

Paul Tillman



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

October 2, 2019

To: Selectboard

Subject: Solar Update

Miles Waite of Waite-Heindel Environmental Engineering has started the work needed to complete the Phase I – ESA for the solar project at the transfer station. Also included in the packet is the recent response made by the solar entities established by Norwich Technologies to questions raised by the PUC. As of today, October 2, there are plans for a surveyor to mark out the highway garage site and the boundary between the transfer station and abutters “within the next few days”.

Included in the packet are updated lease agreements and a copy of the net-metering agreement to be annexed to the leases. The net-metering agreement has been submitted to the Town Attorney for review. Additionally, the Agency of Natural Resources has identified some potential issues with respect to the biological assessment submitted as part of the application and has requested a technical hearing. Updated testimony filed with the PUC has been included in the packet.



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



Legend

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

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

Setback Distances		
Point of Interest	Distance from Nearest Project Related Structure	
Northern Property Line	+/- 95 ft	
Eastern Property Line	+/- 775 ft	
Southern Property Line	50 ft	
Western Property Line	+/- 70 ft	
Nearest Residence	+/- 275 ft	
Edge of Nearest Travelled Way	+/- 260 ft	
Earth Disturbance Calculations		
Area Description	S.F.	ACRES
<i>Impervious Surfaces</i>		
Existing Impervious Surfaces	284,000	
Proposed Impervious Surfaces	306	
Total Impervious Surfaces	284,306	6.53
<i>Earth Disturbances</i>		
Trenching for Underground Power	1,418	
Utility Poles, Racking and Fence Posts	306	
Earth Disturbances	1,724	0.04
<i>Prime Agricultural Soils (PAS)</i>		
Total PAS in Project Area	0	
Total Disturbed PAS	0	0
Total Proposed Vegetative Clearing	163,870	3.76
Total Project Limit of Disturbance and Limit of Earth Disturbance	234,960	5.39

0 60 120 240
Feet
1 inch = 60 feet
Valid only when plotted on 24" by 36" media

Exhibit TM-11

Photographs of the water / power / access easement areas to well in southwestern area of parcel.



Entrance



Along the easement



Well head



Martha Staskus <staskus@norwitech.com>

RE: Weathersfield Town Garage solar

1 message

Sven Fedorow <Landuse@weathersfield.org>

Thu, Sep 19, 2019 at 4:40 PM

To: Martha Staskus <staskus@norwichsolar.com>, Ed Morris <Townmanager@weathersfield.org>

Hi Martha,

I just spoke to Ed and additionally reached out to the Highway Superintendent, Ray Stapleton, both via e-mail and via telephone, but I believe he left for the day, so I can try to follow up with him on Monday morning regarding the site access. Ed said that there has not been any new impervious surface added to the Town Garage site since 2005.

I will update you if I hear back from Ray before the end of the day.

Thanks,

Sven Fedorow

Land Use Administrator

Town of Weathersfield

PO Box 550 5259 VT Route 5

Ascutney, VT 05030

802.674.2626

landuse@weathersfield.org

Sven Fedorow

From: Martha Staskus <staskus@norwichsolar.com>
Sent: Tuesday, October 1, 2019 9:02 AM
To: Sven Fedorow
Cc: Troy McBride; Kimberly K. Hayden
Subject: Town Garage Solar site
Attachments: Exhibit TM-11 - Photographs of Access Easement.PDF; Exhibit TM-12 Email from Weathersfield Town Administrator.PDF; Supplemental Testimony of Adam Gravel.pdf; Supplemental Testimony of Troy McBride.pdf; Exhibit AG-3 USFWS NLEB Biological Opinion.PDF; Exh. TM-2 Site Plan (Revised).PDF

Sven,

To follow is an update on recent filings related to review of the town garage location.

ANR has filed comments requesting a technical hearing as they do not agree with the Project's biological assessment of potential impact to the state listed Northern Long Eared Bat. The project proposed a seasonal restriction on cutting trees during the period when moms & pups could be in the area. While the Project has provided additional information to the PUC, it is certainly the Project's hope that common ground can be found with ANR to resolve this item.

Also, the wetland biologists (project's and state's) met on site and reviewed the wetlands - agreeing with the delineations determined and submitted with the Project's PUC filing. this addresses another of the items identified by ANR in their comments.

And finally, Troy's testimony addresses ANR's comments on stormwater, indicating as was done in the original filing, that a stormwater construction general permit will be secured based upon the PUC-approved proposal.

Troy and I met with Wayne B at the site and walked the water/electric/access non-exclusive easement with him, and agreed to redesign the layout to avoid this area. This revised site plan was also recently filed.

Let me know if any questions on these items.

Thank you Sven.
Regards, Martha

--

Martha Staskus | VP Development
| **Norwich Solar Technologies**
| **phone: 802-359-7416**
| **email:** staskus@norwichsolar.com
| **site:** norwichsolar.com
| **address:** 15 Railroad Row, Suite 101 WRJ, VT 05001



**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Town Garage 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))	
photovoltaic group net-metering system at 483)	Case No. 19-2616-NMP
Stoughton Pond Road, Weathersfield, Vermont)	

**SUPPLEMENTAL PREFILED TESTIMONY OF
ADAM GRAVEL
ON BEHALF OF
WEATHERSFIED TOWN GARAGE SOLAR LLC**

September 25, 2019

Mr. Gravel's supplemental prefiled testimony responds to comments and request for hearing concerning potential impacts to northern long eared bat submitted by the Agency of Natural Resources on September 19, 2019.

Table of Contents

1. Introduction.....	1
2. Response to ANR Comments & Request for Hearing.....	2
3. Conclusion	7

SUPPLEMENTED EXHIBITS

Exhibit AG-3
Exhibit AG-4
Exhibit AG-5

USFWS NLEB Biological Opinion
USFWS NLEB Critical Habitat Determination
VT Department of Forests, Parks and Recreation Webpage:
“Overview of Vermont’s Forests”

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Town Garage 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))
photovoltaic group net-metering system at 483)
Stoughton Pond Road, Weathersfield, Vermont)

Case No. 19-2616-NMP

**SUPPLEMENTAL PREFILED TESTIMONY OF
ADAM GRAVEL, PHD
ON BEHALF OF
WEATHERSFIELD TOWN GARAGE SOLAR LLC**

1. Introduction

Q1. Please state your name and occupation.

A1. My name is Adam Gravel. I am a Principal at Stantec. I submitted prefiled testimony on behalf of Weathersfield Town Garage Solar (the “Applicant”) concerning the proposed 500 kW solar facility that is the subject of this case (the “Project”) on June 28, 2019.

Q2. What is the purpose of your testimony?

A2. My supplemental testimony responds to comments and request for hearing submitted by the Agency of Natural Resources (the “Agency” or “ANR”) on September 19, 2019, (the “ANR Comments”) concerning the Project’s potential impacts to northern long-eared bats (“NLEB”).

1 **2. Response to ANR Comments & Request for Hearing**

2 Q3. The ANR Comments at page 2 contend that you did not address the endangered status
3 listing under Vermont law or analyze the implications of that independent listing on the
4 Project. How do you respond?

5 A3. My direct testimony and my memorandum (Exhibit AG-2) both expressly state the
6 species' listing as Endangered in Vermont in 2010. A6 to my direct testimony provides a
7 detailed explanation as to why the Project will satisfy Act 250 criterion 8(A) as applied
8 under Section 248(b)(5), in that it will not destroy or significantly imperil the NLEB or
9 any critical habitat for the NLEB.

10
11 Under the Vermont endangered species law, a person shall not: “(1) take, possess, or
12 transport wildlife or wild plants that are members of a threatened or endangered species;
13 or (2) destroy or adversely impact critical habitat.” 10 V.S.A. § 5403(a). The Project will
14 not result in a “take” because the seasonal restriction on tree clearing will avoid the
15 roosting period when non volant bats could be in the trees (June 1 through July 30). The
16 Project will not destroy or adversely impact critical habitat as critical habitat for this
17 species has not be designated by the State of Vermont.

18
19 The Applicant’s voluntary adherence to seasonal restrictions of clearing – which
20 eliminates the potential for “take” - does indicate the Project’s consideration of the
21 State’s independent listing of this species as endangered.

1 Q4. Do you have any response to ANR's comments concerning your reliance on the USFWS
2 *Programmatic Biological Opinion on Final 4(d) Rule for the Northern Long-Eared Bat*
3 *and Activities Excepted from Take Prohibitions* ("NLEB Biological Opinion")?

4 A4. Reference to the NLEB Biological Opinion, which I have included as Exhibit AG-3, is
5 made in ANR's own *Regulatory Review Guidance for Protecting Northern Long-eared*
6 *Bats and Their Habitats* within the context of maintaining consistency with the U.S. Fish
7 and Wildlife ("USFWS"). As I stated in my direct testimony, the NLEB Biological
8 Opinion is a formal scientific assessment that utilizes the best current, scientific, and
9 commercial information available, and this extensive work has also undergone an
10 extensive peer and public review process.

11
12 I would also note that consistent with ANR's decision not to undertake a listing of critical
13 habitat for NLEB, so too has the USFWS. In April of 2016, the USFWS issued a formal
14 "critical habitat determination" that the designation of critical habitat "is not prudent for
15 the northern long-eared bat." See Exhibit AG-4 (NLEB Critical Habitat Determination).
16 In the NLEB Critical Habitat Determination, the USFWS reported that designating
17 summer habitat as critical habitat "would not be beneficial to the species, because there
18 are no areas within the summer habitat that meet the definition of critical habitat." I
19 agree. Unlike another endangered bat species present in Vermont, such as the Indiana
20 bat, the NLEB is very flexible in tree-roost selection (even using man-made structures).
21 The species also switches tree roosts often, typically every 2-3 days, reflecting they are

1 adapted to respond quickly to changes in roost availability on the landscape. In Vermont,
2 there is approximately 4,590,000 acres of forestland, or roughly 78% of the state,
3 available to provide summer roosting and foraging habitat for the species. See Exhibit
4 AG-5 (Vermont Forest & Parks webpage [https://fpr.vermont.gov/forest/vermonts-](https://fpr.vermont.gov/forest/vermonts-forests)
5 [forests](https://fpr.vermont.gov/forest/vermonts-forests)). The NLEB is simply not summer habitat-limited, but instead demonstrates a
6 great deal of flexibility, roosting, and foraging in highly fragmented forests to contiguous
7 forest blocks across its range.

8
9 Based on the ANR Atlas, NLEB have been documented in the general area during the
10 summer around the Project site for years. The general area around the Project is a mixed
11 landscape of open habitat and fragmented forest patches. Larger patches of forestland and
12 open agricultural fields are noted at further distances (i.e., one mile). This landscape
13 condition has been present for an extensive period and, consistent with the observations
14 detailed in the NLEB Biological Opinion, reflects the fact that this species is not summer
15 habitat-limited.

16
17 Q5. In its comments, ANR stated that: “The Project is within 0.25 miles of known occupied
18 summer habitat for northern long-eared bats.” Is this a cause for concern regarding the
19 proposed tree clearing for the Project?

20 A5. No. While ANR has not provided any additional information on the level of use by the
21 species near the Project (i.e., acoustic recording, confirmed maternity roost, etc.), it is

1 assumed that the “occupied summer habitat” referenced is not a known hibernaculum, as
2 ANR would have likely informed the Applicant of hibernation sites due to the scarcity
3 and importance of these features. Whether there is a potential for maternity roost trees to
4 be within 0.25 miles of the Project is not relevant. As stated previously, NLEB utilize a
5 variety of roosts and may switch roost sites frequently, likely due to the abundance of
6 available habitat. ANR considers potential roost trees to be any tree greater than 4 inches
7 DBH, which in many Vermont forests could be abundant. Protecting any tree based on
8 what we think “could” be a roost is likely not providing any benefit to NLEB as this tree
9 may never be used by a NLEB for roosting.

10
11 The USFWS Rule 4(d) prohibits incidental take from tree removal activities within 150
12 feet of a known, occupied maternity roost tree only during the pup season (June 1 to July
13 31) or within ¼ mile of a hibernaculum (i.e. cave in winter) site, year-round. This
14 approach is justified by the science and the facts known about this species. The Project’s
15 forest removal, provided it occurs during winter months, will avoid a direct or incidental
16 take. Here, the Project tree clearing, which amounts to only 3.76 acres, is a very small
17 fraction of the remaining 4.6 million acres of suitable forest habitat for this species in
18 Vermont.

19
20 Q6. Do you have any response to ANR’s comments concerning completion of a roosting tree
21 survey as a minimum requirement to address Project effects to the species?

1 A6. ANR guidance describes potential roost trees as including “all trees greater than 4 inches
2 in diameter that exhibit cavities, cracks, or crevices, or exfoliating bark located at least 10
3 feet in height from the round.” (page 2). This reflects the wide variety of tree species and
4 conditions that this species can use for roosting. Roost tree surveys for purposes of
5 habitat protection are of no meaningful value for NLEB because the conditions listed
6 above may apply to any number of trees in a site but provide no confidence in their actual
7 use by the species. Further, the tree characteristics of exhibiting cavities, cracks, or
8 crevices, or exfoliating bark described in the guidance may be reflective of tree habitat
9 used by the Indiana bat, but NLEB are not solely limited to such tree characteristics. As I
10 discuss, above, there is an abundance of summer habitat in Vermont for this species.

11
12 The Project’s forest removal, completed during the winter season, will eliminate the
13 Project potential for direct and incidental take, will not substantially reduce the amount or
14 distribution of suitable roosting and foraging habitat, and will not jeopardize continued
15 occupancy of the area by the species. The Project satisfies the applicable regulatory
16 requirements.

17
18 Q7. ANR states in its comments that it disagrees with the methods used by Stantec to measure
19 Project tree clearing. How do you respond?

20 A7. Stantec applied the guidelines as described on page 6 of ANR’s *Regulatory Review*
21 *Guidance for Protecting Northern Long-eared Bats and Their Habitats* for conditions

1 around known, occupied summer habitat. Evaluation of existing concentrated forested
2 habitat within 0.25 miles (SMZ 1) and one mile (SMZ 2) was made using landcover maps
3 and the exclusion of forest areas unsuitable as roosting habitat (i.e., trees less than 4”
4 DBH). Use of LIDAR data to exclude unsuitable areas has been previously used and
5 accepted by ANR during their environmental review of other recent projects.
6

7 **3. Conclusion**

8 Q8. Does this conclude your testimony?

9 A8. Yes.

10 7705791_9:

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Town Garage)	
Solar LLC for a certificate of public good)	
pursuant to 30 V.S.A. §§ 248 and 8010,)	
authorizing installation and operation of a)	Case No. 19-2616-NMP
500 kW (AC) photovoltaic group net-)	
metering system at 483 Stoughton Pond)	
Road, Weathersfield, Vermont)	

**SUPPLEMENTAL PREFILED TESTIMONY OF
TROY MCBRIDE ON BEHALF OF
WEATHERSFIELD TOWN GARAGE SOLAR LLC**

September 25, 2019

Mr. McBride's testimony addresses revisions made to Exhibit TM-2, the Site Project Plan, and responds to comments submitted by the Agency of Natural Resources.

Supplemented Exhibits

Exhibit TM-2	Site Plan (Revised)
Exhibit TM-11	Photograph of Access Easement
Exhibit TM-12	Email from Town Administrator

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Weathersfield Town Garage)	
Solar LLC for a certificate of public good)	
pursuant to 30 V.S.A. §§ 248 and 8010,)	
authorizing installation and operation of a)	Case No. 19-2616-NMP
500 kW (AC) photovoltaic group net-)	
metering system at 483 Stoughton Pond)	
Road, Weathersfield, Vermont)	

**SUPPLEMENTAL PREFILED TESTIMONY OF
TROY MCBRIDE ON BEHALF OF
WEATHERSFIELD TOWN GARAGE SOLAR LLC**

1. Introduction

Q1. Please state your name.

A1. My name is Troy McBride. I am the Chief Technology Officer of Norwich Technologies, Inc. (“Norwich Solar”). I submitted direct prefiled testimony in this proceeding describing the proposed Weathersfield town Garage Solar Project (“Project”).

Q2. What is the purpose of your testimony?

A2. The purpose of my testimony is to introduce a revised Project Site Plan, Exhibit TM-2 (Revised), and describe the revisions. I also address comments provided by the Vermont Agency of Natural Resources (“ANR” or the “Agency”).

2. Revised Site Plan

Q3. Please describe the revisions to the Site Plan.

A3. The Site Plan has been revised to identify a 25’ wide non-exclusive waterline, power, and access easement to a private well located in the southwest area of the parcel. The easement

1 now bisects the array layout and the Project will utilize the existing access. See photos in
2 Exhibit TM-11. The electrical infrastructure (AC Disconnect Pad, AC Combiner) and
3 point of interconnection equipment have been moved to the eastern side of the easement.
4

5 Q4. ANR comments state that the Project may require an operational stormwater permit for the
6 expansion of existing impervious surface by more than 5,000 square feet pursuant to §22-
7 106(b)(3) and 22-901(a)(1)(C) of the Agency's Stormwater Permitting Rule, and that
8 additional information was needed to determine whether the Project, in combination with
9 any other expansions of impervious surface at the Town Garage facility since July 4, 2005,
10 requires an operational stormwater permit. The Agency requests a hearing to ensure such
11 information is provided before issuance of a CPG. How do you respond?

12 A4. The Town of Weathersfield Land Use Administrator has provided written confirmation
13 that there has not been any other expansions of impervious surface since 2005. See Exhibit
14 TM-12. In addition, the use of the existing easement access reduces the need for new
15 impervious surfaces. This information could, as is typically the case, be communicated
16 directly with the Applicant prior to the Agency's 30-Day comment submittals, preventing
17 the expenditure of public resources required to conduct a hearing.
18

19 Q5. Lastly, ANR comments state: "The Applicant is coordinating with the Agency to conduct
20 a site visit to confirm wetland classifications. This site visit has been scheduled for
21 September 20, 2019" and "The Agency respectfully requests a hearing to ensure

1 verification of compliance with the Vermont Wetland Rules occurs before CPG issuance
2 and to present arguments for any necessary wetlands-related CPG conditions.” How do
3 you respond?

4 A5. As ANR states, the Applicant did coordinate a site visit with ANR Wetland Program
5 Biologist Rebecca Chambers with Applicant’s environmental expert, Arrowwood
6 Environmental Principal, Dori Barton, which was conducted on September 20, 2019. Ms.
7 Rebecca Chambers confirmed the wetland classifications as described by the Applicant.
8 This confirmation by ANR’s staff should eliminate the need for a hearing to ensure
9 verification of compliance with the Vermont Wetland Rules. “Any necessary wetlands-
10 related CPG conditions” could, as is typically the case, be communicated directly and
11 agreed upon with the Applicant prior to the Agency’s 30-Day comment submittals,
12 preventing the expenditure of public resources required to conduct a hearing.

13
14 **3. Conclusion**

15 Q6. Does this conclude your testimony?

16 A6. Yes.

17 7705077_5:

LEASE OPTION AGREEMENT I – WEATHERSFIELD TRANSFER STATION

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

W I T N E S S E T H:

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

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

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

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

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

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

facility.

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

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

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

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

- a. conduct any necessary studies or analyses to determine the property's suitability to host a solar array;
- b. submit any applications for permits or licenses necessary to facilitate construction of the Project, including, but not limited to, a Certificate of Public Good;
- c. attend and participate in any public meetings or hearings regarding the Project;

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

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

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

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

Town of Weathersfield, LESSOR

Date

By: _____
Name:
Title:

Weathersfield Transfer Station Solar, LLC, LESSEE

Date

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

EXHIBIT 1

SOLAR SITE LEASE AGREEMENT

SOLAR SITE II LEASE AGREEMENT, WEATHERSFIELD TOWN GARAGE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

act of completing this project. Vermont Department of Environmental Conservation is responsible for enforcement and compliance on the Construction General Permit such that the Lessee shall take reasonable and appropriate measures to abate runoff.

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

5. **System and Output Ownership.**

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

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

- (a) **Authorization.** Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Lease by all necessary action and (ii) will not be in default under any agreement to which it is a party (including any lease in respect of the Leased Premises as to which Lessor is the tenant) by virtue of signing entering into this Lease.
- (b) **Lessor's Title to Leased Premises.** Lessor represents, warrants and covenants that Lessor has lawful fee simple title to the Leased Premises and its other property necessary for the installation and operation of the System, free and clear of all liens and encumbrances except those listed on **Exhibit C**, and that Lessee shall, provided Lessee complies with the terms and conditions of this Lease, have quiet and peaceful possession of the Leased Premises free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the term of this Lease.
- (c) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Leased Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System to a reasonably noticeable extent.

- (d) Insolation. Lessor shall not construct or permit to be constructed any structure on the Premises that could adversely affect Insolation levels or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Leased Premises, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee in measures to preserve existing levels of Insolation at the Leased Premises.

7. Representations and Warranties, Covenants of Lessee.

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

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

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

9. Insurance. Lessee, at its sole cost and expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Lessee's use of the Leased Premises, with not less than \$1,000,000 combined single limit, with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage. The policy shall name Lessor as an additional insured, and shall be written on an "occurrence" basis and not on a "claims made" basis. Upon request, Lessee shall furnish to Lessor certificates evidencing such insurance required to be carried by Lessee.

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

11. Liability and Indemnity.

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

obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnatee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 11(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Lessor shall pay any cost that may be incurred by Lessee or the Lessee Indemnitees in enforcing this indemnity, including reasonable attorney fees.

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

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

13. Assignment. Lessee may not assign its rights under the Agreement without the prior written consent of Lessor; provided, however, that Lessor agrees to not unreasonably withhold consent to an assignment to an entity with technical competency and creditworthiness sufficient to run the Project in a manner comparable to Tenant (to be determined by Landlord in its business judgment), so long as such entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement. Additionally, Lessee shall have the right, without Lessor's consent, to assign its rights under the agreement to an entity which is directly or indirectly

owned and controlled by Norwich Technologies, Inc., provided that the assigned entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement, and delivers a copy of this written agreement to the Lessor.

14. Defaults and Remedies.

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

15. Notices. Any notice required or permitted to be given in writing under this Lease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to Lessor:

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

cc: townmanager@weathersfield.org

If to Lessee:

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

cc: admin@norwichsolar.com

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Contingencies.

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

(signature page to follow)

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

Town of Weathersfield, Vermont “LESSOR”

By: _____
Sven Fedorow
*Interim Town Manager of the
Town of Weathersfield*

STATE OF VERMONT
COUNTY OF WINDSOR.

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

Before me,

Notary Public

My commission expires:

Weathersfield Town Garage Solar, LLC
“LESSEE”

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

STATE OF VERMONT
COUNTY OF WINDSOR.

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

Before me,

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

The Leased Premises is more particularly described as follows:

483 Stoughton Pond, Perkinsville, Vermont.

Beginning at a point

[INSERT PROPERTY DESCRIPTION FROM SURVEY]

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

Notice of Permit Requirements

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

EXHIBIT B

DESCRIPTION OF THE SOLAR FACILITY AND LEASED PREMISES

A 500 kW AC nameplate Solar Distribution Generation Facility as specifically to be approved and permitted by the Vermont Public Utility Commission.

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

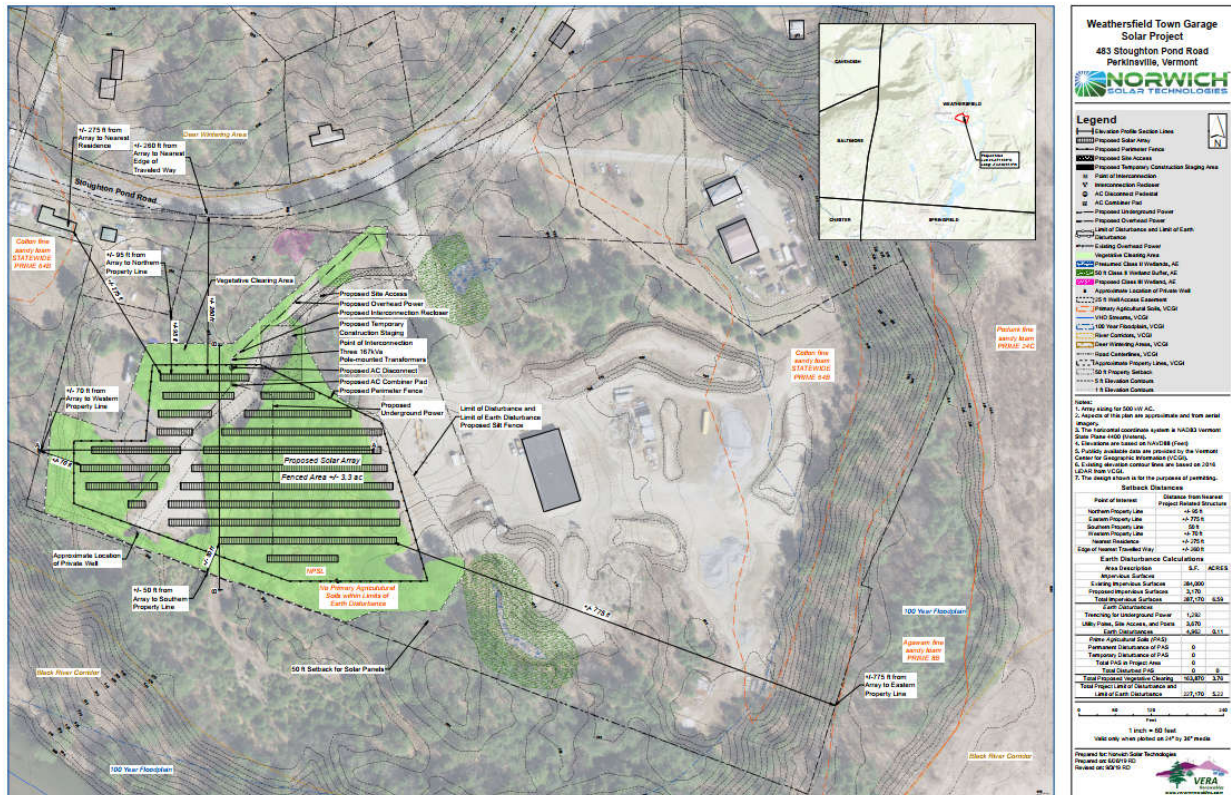


EXHIBIT C

ENCUMBRANCES

EXHIBIT D
Net Metering Agreement

LEASE OPTION AGREEMENT II – WEATHERSFIELD TOWN GARAGE

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

W I T N E S S E T H:

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

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

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

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

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

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

facility.

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

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

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

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

- a. conduct any necessary studies or analyses to determine the property's suitability to host a solar array;
- b. submit any applications for permits or licenses necessary to facilitate construction of the Project, including, but not limited to, a Certificate of Public Good;
- c. attend and participate in any public meetings or hearings regarding the Project;

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

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

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

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

Town of Weathersfield, LESSOR

Date

By: _____
Name: _____
Title: Property Owner Representative

Weathersfield Town Garage Solar, LLC, LESSEE

Date

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

EXHIBIT 1

SOLAR SITE II LEASE AGREEMENT

SOLAR SITE II LEASE AGREEMENT, WEATHERSFIELD TOWN GARAGE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

act of completing this project. Vermont Department of Environmental Conservation is responsible for enforcement and compliance on the Construction General Permit such that the Lessee shall take reasonable and appropriate measures to abate runoff.

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

5. **System and Output Ownership.**

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

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

- (a) **Authorization.** Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Lease by all necessary action and (ii) will not be in default under any agreement to which it is a party (including any lease in respect of the Leased Premises as to which Lessor is the tenant) by virtue of signing entering into this Lease.
- (b) **Lessor's Title to Leased Premises.** Lessor represents, warrants and covenants that Lessor has lawful fee simple title to the Leased Premises and its other property necessary for the installation and operation of the System, free and clear of all liens and encumbrances except those listed on **Exhibit C**, and that Lessee shall, provided Lessee complies with the terms and conditions of this Lease, have quiet and peaceful possession of the Leased Premises free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the term of this Lease.
- (c) **No Interference With and Protection of System.** Lessor will not conduct activities on, in or about the Leased Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System to a reasonably noticeable extent.

- (d) Insolation. Lessor shall not construct or permit to be constructed any structure on the Premises that could adversely affect Insolation levels or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Leased Premises, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee in measures to preserve existing levels of Insolation at the Leased Premises.

7. Representations and Warranties, Covenants of Lessee.

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

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

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

9. Insurance. Lessee, at its sole cost and expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Lessee's use of the Leased Premises, with not less than \$1,000,000 combined single limit, with a \$2,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage. The policy shall name Lessor as an additional insured, and shall be written on an "occurrence" basis and not on a "claims made" basis. Upon request, Lessee shall furnish to Lessor certificates evidencing such insurance required to be carried by Lessee.

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

11. Liability and Indemnity.

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

obligations, representations or warranties under this Lease. The obligation to indemnify shall extend to and encompass all costs incurred by Lessee and any Lessee Indemnatee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 11(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Lessor shall pay any cost that may be incurred by Lessee or the Lessee Indemnitees in enforcing this indemnity, including reasonable attorney fees.

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

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

13. Assignment. Lessee may not assign its rights under the Agreement without the prior written consent of Lessor; provided, however, that Lessor agrees to not unreasonably withhold consent to an assignment to an entity with technical competency and creditworthiness sufficient to run the Project in a manner comparable to Tenant (to be determined by Landlord in its business judgment), so long as such entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement. Additionally, Lessee shall have the right, without Lessor's consent, to assign its rights under the agreement to an entity which is directly or indirectly

owned and controlled by Norwich Technologies, Inc., provided that the assigned entity agrees in writing to assume and perform all of Lessee's obligations under the Agreement, and delivers a copy of this written agreement to the Lessor.

14. Defaults and Remedies.

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

15. Notices. Any notice required or permitted to be given in writing under this Lease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to Lessor:

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

cc: townmanager@weathersfield.org

If to Lessee:

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

cc: admin@norwichsolar.com

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Contingencies.

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

(signature page to follow)

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

Town of Weathersfield, Vermont “LESSOR”

By: _____
Sven Fedorow
*Interim Town Manager of the
Town of Weathersfield*

STATE OF VERMONT
COUNTY OF WINDSOR.

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

Before me,

Notary Public

My commission expires:

Weathersfield Town Garage Solar, LLC
“LESSEE”

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

STATE OF VERMONT
COUNTY OF WINDSOR.

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

Before me,

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

The Leased Premises is more particularly described as follows:

483 Stoughton Pond, Perkinsville, Vermont.

Beginning at a point

[INSERT PROPERTY DESCRIPTION FROM SURVEY]

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

Notice of Permit Requirements

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

DESCRIPTION OF THE SOLAR FACILITY AND LEASED PREMISES

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

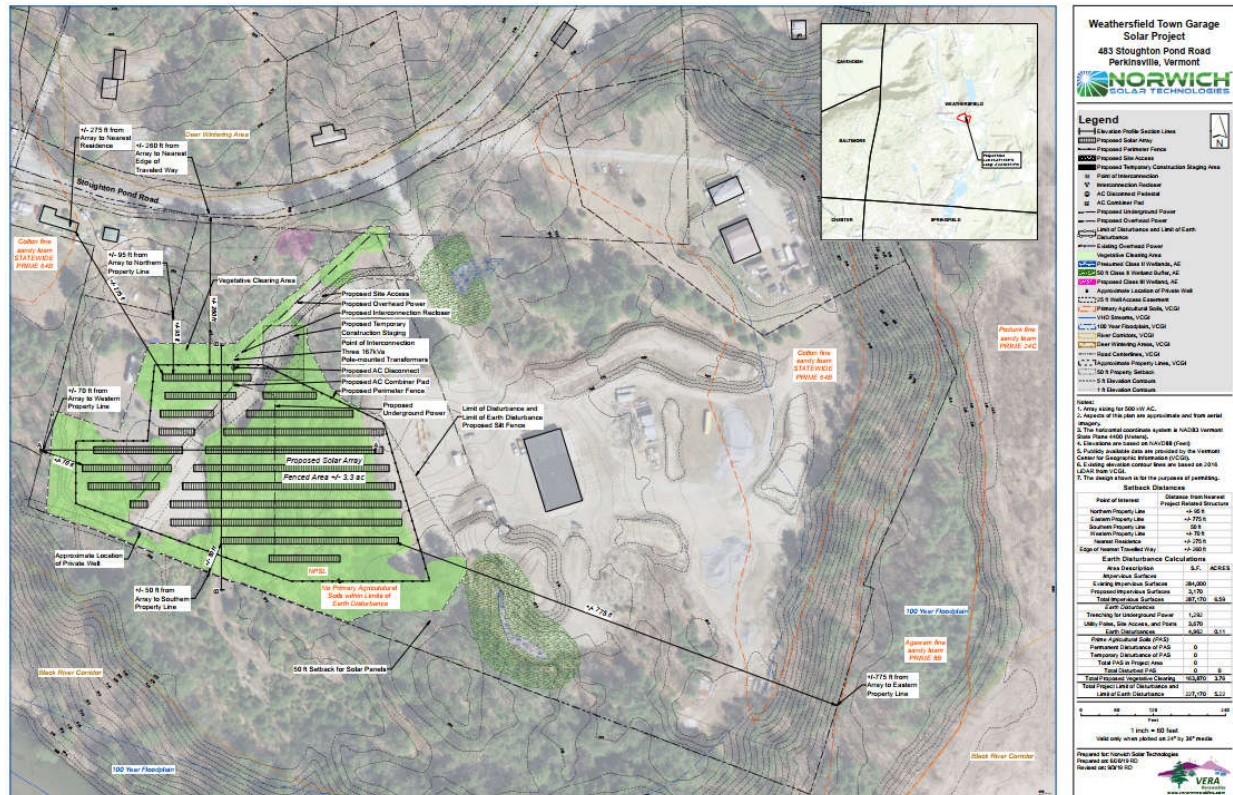


EXHIBIT C

ENCUMBRANCES

EXHIBIT D
Net Metering Agreement

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] or [Weathersfield Town Garage Solar, LLC]

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

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

B. System Owner plans to construct a photovoltaic solar electric generation system in size and on location as identified in Appendix A hereto (defined individually and collectively, as the context requires, as the "**System**"), within the Utility's service territory. The System will generate electricity output and associated Net Metering Credits a specific portion of which shall be allocated by System Owner to Customer hereunder in accordance with the allocation instructions attached hereto as Appendix D (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 D 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 D 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:** For the first 12 months from the Commercial Operation Date Customer shall pay to System Owner that amount which is 88% per kWh of Net Metering Credits (comprised of the Statewide Blended Residential Retail Rate and Siting Adjuster) credited to Customer's account with Utility. The Sale Price that Customer shall pay to System Owner will escalate annually at a rate of 1.5%.
 - **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 100% 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 D and filed with the Vermont Public Utility Commission
 - **Expected Commercial Operation Date:** No later than [TBD]
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	Annual Sale Price of Net Metering Credits
Appendix D	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] or
[Weathersfield Town Garage Solar, LLC]

By: _____
Name:
Title:

Customer: Town of Weathersfield.

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 Customers can together, 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 Customers 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 a 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 D.

“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 D. 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 D, 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 Option to Purchase. 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 Burlington, 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 after the termination of this Agreement, 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

TO BE DETERMINED. PV SITES ARE ALLOCATED TO CUSTOMERS ON A FIRST COME, FIRST SERVE BASIS.

Allocation to be associated with either

Weathersfield Transfer Station Solar at 5024 VT-106, Perkinsville, Vermont or
Weathersfield Town Garage Solar at 483 Stoughton Pond Road, Perkinsville, Vermont

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

THE FOLLOWING TABLE DEPICTS THE ANNUAL SALE PRICE PER KWH THAT CUSTOMER SHALL PAY TO SYSTEM OWNER FOR NET METERING CREDITS GENERATED. NET METERING CREDITS ARE COMPRISED OF THE STATEWIDE BLENDED RESIDENTIAL RETAIL RATE PLUS APPLICABLE SITING ADDERS.

THE SALE PRICE IS DETERMINED BY AN INTIAL 12% DISCOUNT FROM THE NET METERING CREDIT RATE OF \$0.1465/KWH (EXPECTED AT TIME OF COMMERCIAL OPERATION DATE). THE SALE PRICE WILL ESCALATE BY 1.5% ANNUALLY.

YEAR	SALE PRICE
1	\$0.1289
2	\$0.1309
3	\$0.1328
4	\$0.1348
5	\$0.1368
6	\$0.1389
7	\$0.1410
8	\$0.1431
9	\$0.1452
10	\$0.1474
11	\$0.1496
12	\$0.1519
13	\$0.1541
14	\$0.1565
15	\$0.1588
16	\$0.1612
17	\$0.1636
18	\$0.1661
19	\$0.1685
20	\$0.1711
21	\$0.1736
22	\$0.1762
23	\$0.1789
24	\$0.1816
25	\$0.1843

APPENDIX D

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.

Group Member Name		Percentage
Town of Weathersfield Meters		100%
Meter Location	Meter Number	
258 SUNSET	6189360	
MARTIN	6083900	
ROUTE 5 PUMP	6060899	
HIGHWAY	6122982	
ASCUTNEY FIRE DEPT	6055591	
LIBRARY	6191174	
FIRE 2	6087828	
SOLID WASTE	6068745	
PERKINSVILLE	6183109	
ANTENNA	6094366	
FIRE PUMP	6037812	
	totals	

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 D and/or the Meters included in the Group pursuant to this Appendix D, 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.



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

October 2, 2019

To: Selectboard

Subject: Fire Discussion

Four Selectboard meetings ago we asked the fire departments to turn in call sheets for the calls they were dispatched to and the number of responders who responded to each call by the 19th of August. During this time there was some confusion about exactly what was needed. It was clarified, that the Selectboard does not need the actual reports, but the spreadsheet that the departments keep, showing the responses and who responded.

After discussions with the Chiefs of each respective department, the two departments have stated that they do not compile spreadsheets which cover the specific information requested by the Selectboard.

Per the meeting agenda immediately prior to this meeting, the Selectboard should further discuss the future of the Town's fire services, and the Town Manager fire meetings during the transition. My intention is to continue the monthly meetings in place prior to Ed's departure to work on merging response protocols and SOG's along with creating a 5 to 10-year hydrant plan.



TOWN OF WEATHERSFIELD

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P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

October 2, 2019

To: Selectboard

Subject: Land Use/Assessor's Position

During the prior meeting, there was discussion on a potential merger of the Land Use Administrator role with an Assessor role, and input from the Lister's office was included in the meeting packet. My recommendation is to table this discussion for several months to gather more information and pending a point in time at which the hiring process of a permanent Town Manager is closer to its conclusion.



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

October 2, 2019

To: Selectboard

Subject: Non-profit Funding Requests

Process for budget. Appropriations valued less than \$500 can be approved by the Selectboard. Amounts higher than \$500 need to be placed on the Town Meeting ballot. The full applicable policy is as set forth below in the meeting packet.

Town of Weathersfield

Post Office Box 550

Ascutney, Vermont 05030-0550

CHARTERED BY
NEW HAMPSHIRE
AUGUST 20, 1761

CHARTERED BY
NEW YORK
APRIL 8, 1772

Telephone: [802] 674-2626
Facsimile: [802] 674-2117

E-mail: townmanager@weathersfield.org
Website: weathersfieldvt.org

Office of the Town Manager

DATE: August 27, 2019
TO: Social Service Agencies
FROM: Ed Morris, Town Manager
SUBJECT: Annual Social Service Agency Requirements

Fiscal Year 2019 ended on June 30th, 2019.

We no longer request or want Annual Reports from social service agencies or actually publish them in our Town Report. Instead, we require that “succinct descriptions” of agency programs be emailed to us for publication in the Town Report:

Social service agencies requesting appropriations under this policy are each year required to submit a succinct description (via an attachment to an email) of the agency’s programs for inclusion in the Town Report by the date specified by the Town Manager. Descriptions must be limited to one or two sentences totaling 60 words or less and should describe the program or services provided to Town of Weathersfield residents. If the agency has a web site, the description should include the address of the web site. Failure to submit a description by the date specified will disqualify the agency from being included in the Select Board’s budget proposal.

All “succinct descriptions” must be received no later than noon on November 25th, 2019.

Also due by November 25th are your requests for continued funding. Please see the requirements for requesting continued funding in the enclosed *Social Services Policy* (Last Adopted September 5, 2017).

All “succinct reports” and requests for continued funding must be submitted in **electronic format** to Susanne Terrill at weathersfield@weathersfield.org.

Please do not hesitate to call Susanne at 802-674-2626 should you have any questions about our submission requirements or to confirm that she has received your email (if you do not get an email response from her stating she has received your email).

Please contact me should you have any questions about our *Social Services Policy*.

TOWN OF WEATHERSFIELD
NONPROFIT REQUEST FORM

Organization Information

Organization Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Program Information

Funding amount requested: _____

Scope of services to be provided to Weathersfield Community members:

Total Clients Served Annually: _____

Total Weathersfield Residents Served Annually: _____

Please attach ONE copy of the following information:

1. 501(c)(3) IRS Determination Letter
2. Most recently completed IRS 990 or 990EZ
3. Most recently reconciled fiscal year Profit/Loss and Balance Sheet Statements
4. Current fiscal year operating budget
5. Current listing of Board/Trustee members

Signed: _____

Name: _____

Title: _____

Town Personnel Accepting:

Date Received in Town Office

TOWN OF WEATHERSFIELD, VERMONT

SOCIAL SERVICES POLICY

I. Authority

This policy is adopted pursuant to the authority granted in Title 24, Section 872 of the Vermont Statutes Annotated.

II. Purpose

To promote transparency, accountability and equitable practices in consideration and distribution of Weathersfield funds to area nonprofits.

III. Policy

The Board of Selectors will consider yearly financial requests from area nonprofits, which can demonstrate the delivery of direct programs and services to Weathersfield residents. All funding requests will be considered and voted on by the Selectors, following a review of the request and submitted documentation, and a question and answer opportunity with the requesting organization at a warned Selectors' meeting. Approved funding requests under \$500 will be included in the proposed general fund budget. Requests of \$500 or greater will require inclusion on the Town Meeting Warning and a majority vote in support of the request. All applications and required documentation will be available for inspection at any time by community members at the town office.

IV. Procedures

A. *Announcement and Application*

The Town will publish an announcement on its website in early August of each year, which will outline the policy, procedures and application deadline. Hard copy applications may be obtained in person during regular hours. All applications will be due 60 days beyond the day of initial announcement.

Applications received after the stated deadline, or incomplete applications, will be determined ineligible for funding. Submission of a complete and timely application is not guaranteed funding.

Application packages will include the following:

1. Application Request for Funding
2. 501c3 IRS Determination Letter
3. Most recently completed IRS 990 or 990EZ
4. Most recently reconciled financial statements
5. Current fiscal year operating budget & program budget for which funding is sought
6. Current list of Board/Trustee members

TOWN OF WEATHERSFIELD, VERMONT

SOCIAL SERVICES POLICY

B. Presentation and Review

All requests for funding will be reviewed by the Selectors. A question/answer opportunity will be scheduled during a regularly warned Selectors' meeting. Organizations are expected to provide a spokesperson to present the funding request and answer any questions about the advantages of the program and need, diversity of funding, financial stability and clear outcome-based goals to serve Weathersfield residents.

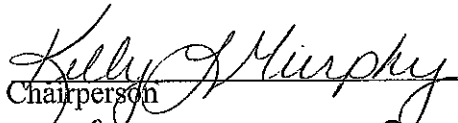
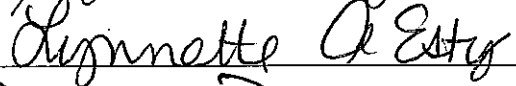

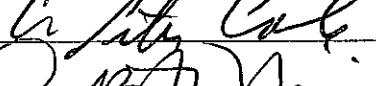
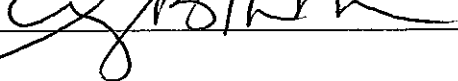
Approved requests are valid for two years. Subsequent funding will require yearly submission and compliance with all requirements. All funding requests will receive notification of approval or denial from the Town Manager. If approved, a one-time payment will be arranged. An informal report of achievements and unanticipated challenges serving Weathersfield residents will be required prior to an application for future funding.

All submitted documentation by the organization will be made available for voter review throughout the year.

VI. Effect

No section of this policy shall be construed to supersede or replace any Vermont Statute.

This policy is hereby adopted by the Selectors of the Town of Weathersfield, Vermont, this the 5th day of September 2017, and is effective as of this date until amended or repealed.


Chairperson







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

October 2, 2019

To: Selectboard

Subject: Appointments

Materials submitted regarding appointments are included below.

I am interested to be on
The Veterans memorial
Comm.

Edith Stillson

Payroll

From: Patience Barse <patiencebarse@yahoo.com>
Sent: Wednesday, September 25, 2019 9:12 AM
To: Weathersfield Town Office
Subject: Veterans' Memorial Committee

Good Morning,

I would like to be appointed to the Veterans' Memorial Committee.

Thank you,

Patience Barse

Meeting date October 7, 2019
 AP warrant date 09/30/19
 Payroll warrant date 1 09/19/19
 Payroll warrant date 2 09/26/19
 Payroll warrant date 3 10/03/19



TOWN OF WEATHERSFIELD, VERMONT

Warrants for Meeting of October 7, 2019

	Check Date	Payroll	Operating Expenses
General Fund			
	09/19/19	\$7,690.29	
	09/26/19	\$8,370.99	
	10/03/19	\$6,627.46	
AP			\$35,060.42
Total		\$22,688.74	\$35,060.42
Highway Fund			
	09/19/19	\$4,119.34	
	09/26/19	\$4,124.37	
	10/03/19	\$4,068.39	
AP			\$22,695.11
		\$12,312.10	\$22,695.11
Solid Waste Mgmt Fund			
	09/19/19	\$984.76	
	09/26/19	\$895.28	
	10/03/19	\$854.23	
AP	9/30/2019		\$11,375.24
Total		\$2,734.27	\$11,375.24
Library			
	09/19/19	\$789.39	
	09/26/19	\$984.76	
	10/03/19	\$984.76	
Total		\$2,758.91	\$0.00
Grants	09/30/19		\$20,088.96
Special Revenue			
Reserves			
Long Term Debt			
Grand Totals		\$40,494.02	\$89,219.73

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 \$129,713.75. Let this be your order for the payments of these amounts.

10/02/19

Town of Weathersfield Accounts Payable

Page 1 of 5

08:18 am

Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AFLAC	AFLAC	09/05/19	Payroll Transfer PR-09/05/19	11-2-011-10.00 AFLAC	73.33	221705	09/30/19
AFLAC	AFLAC	09/05/19	Payroll Transfer PR-09/05/19	11-2-011-14.10 Insurance Prem Liability	26.04	221705	09/30/19
AFLAC	AFLAC	09/12/19	Payroll Transfer PR-09/12/19	11-2-011-10.00 AFLAC	73.33	221705	09/30/19
AFLAC	AFLAC	09/12/19	Payroll Transfer PR-09/12/19	11-2-011-14.10 Insurance Prem Liability	26.04	221705	09/30/19
AFLAC	AFLAC	09/19/19	Payroll Transfer PR-09/19/19	11-2-011-10.00 AFLAC	73.33	221705	09/30/19
AFLAC	AFLAC	09/19/19	Payroll Transfer PR-09/19/19	11-2-011-14.10 Insurance Prem Liability	26.04	221705	09/30/19
AFLAC	AFLAC	09/26/19	Payroll Transfer PR-09/26/19	11-2-011-10.00 AFLAC	73.33	221705	09/30/19
AFLAC	AFLAC	09/26/19	Payroll Transfer PR-09/26/19	11-2-011-14.10 Insurance Prem Liability	26.04	221705	09/30/19
ALLA	ALLARD'S PORTABLE TOILETS	09/18/19	Portable Toilet 1879 Scho 09182019	11-7-302-39.00 1879 School house Maint	195.00	221707	09/30/19
AMAZONCR	AMAZON	08/14/19	Clip and ink 456797578756	11-7-201-20.00 Office Supplies	21.99	221708	09/30/19
AMAZONCR	AMAZON	08/14/19	Clip and ink 456797578756	11-7-101-20.00 Office Supplies	28.95	221708	09/30/19
AFD#2 WAT	ASCUTNEY FIRE DISTRICT #2	09/24/19	Libby Payment 9/12/19 LIBBYPYT9121	11-6-101-99.00 Miscellaneous Revenue	63.00	221709	09/30/19
AT&T SVC	AT & T MOBILITY	09/16/19	Sept19 Cell 9242019SEPT1	11-7-101-31.00 Telephone	129.31	221710	09/30/19
AT&T SVC	AT & T MOBILITY	09/16/19	Sept19 Cell 9242019SEPT1	11-7-201-31.00 Telephone/communications	560.94	221710	09/30/19
BRADS	BRADSHAW, DEBRA	09/25/19	Tax overpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	629.76	221713	09/30/19
CANON	CANON	09/18/19	Copier lease from Nov18 19356880	11-7-201-24.00 Equipment and Supplies	33.00	221714	09/30/19
CANON	CANON	09/18/19	TC copier 19910939	11-7-103-18.00 Copier Usage/Supplies/Ser	49.00	221714	09/30/19
CANON	CANON	09/18/19	Apri copier lease 19910940	11-7-201-24.00 Equipment and Supplies	33.00	221714	09/30/19
CANON	CANON	09/18/19	TC copier lease 20134341	11-7-103-18.00 Copier Usage/Supplies/Ser	49.00	221714	09/30/19
CANON	CANON	09/18/19	June19 copier lease 20134342	11-7-201-24.00 Equipment and Supplies	33.00	221714	09/30/19
COLLINSR	COLLINS, RITA LIFE TENANT	09/25/19	tax overpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	164.92	221717	09/30/19
COLONI	COLONIAL LIFE	09/05/19	Payroll Transfer PR-09/05/19	11-2-011-14.10 Insurance Prem Liability	59.01	221718	09/30/19
COLONI	COLONIAL LIFE	09/12/19	Payroll Transfer PR-09/12/19	11-2-011-14.10 Insurance Prem Liability	59.01	221718	09/30/19
COLONI	COLONIAL LIFE	09/19/19	Payroll Transfer PR-09/19/19	11-2-011-14.10 Insurance Prem Liability	59.01	221718	09/30/19
COLONI	COLONIAL LIFE	09/26/19	Payroll Transfer PR-09/26/19	11-2-011-14.10 Insurance Prem Liability	59.01	221718	09/30/19

10/02/19

Town of Weathersfield Accounts Payable

Page 2 of 5

08:18 am

Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
COMCASTBU	COMCAST BUSINESS	09/15/19	Sept19 Phone charges 88427371	11-7-101-31.00 Telephone	270.18	221719	09/30/19
COMCASTBU	COMCAST BUSINESS	09/15/19	Sept19 Phone charges 88427371	11-7-103-31.00 Telephone	60.04	221719	09/30/19
COMCASTBU	COMCAST BUSINESS	09/15/19	Sept19 Phone charges 88427371	11-7-201-31.00 Telephone/communications	30.02	221719	09/30/19
COMCASTBU	COMCAST BUSINESS	09/15/19	Sept19 Phone charges 88427371	11-7-601-31.00 Library-Telephone	78.94	221719	09/30/19
CONN	CONN VALLEY TITLE SERVICE	09/30/19	Overpayment OVRPYMT	11-7-103-99.00 Miscellaneous Expenses	15.00	221720	09/30/19
COTTSYS	COTT SYSTEMS	09/18/19	Oct19 lease 130336	11-7-103-23.00 Land records computerizat	345.00	221721	09/30/19
FLOANN	DANGO, FLO-ANN	09/17/19	Sec. of State training SECSTATE	11-7-103-27.00 Tuition and Training	33.45	221722	09/30/19
DICKERD	DICKERMAN, DONALD JR	09/25/19	Taxoverpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	635.33	221723	09/30/19
DZIOMBA	DZIOMBA, MARGARET	09/25/19	tax over pymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	2295.28	221724	09/30/19
FIRESAFET	FIRE SAFETY USA INC	08/09/19	Streamlight 125328	11-7-207-30.00 WWVFD Funding	750.55	221725	09/30/19
FIRESAFET	FIRE SAFETY USA INC	08/09/19	Streamlight 125328	11-7-205-90.20 Dry Hydrant Maintenance	90.00	221725	09/30/19
FIRESAFET	FIRE SAFETY USA INC	08/09/19	Streamlight 125328	11-7-205-90.20 Dry Hydrant Maintenance	21.45	221725	09/30/19
FIRSTL	FIRST LIGHT	07/01/19	July19 Fiber connect 5534323	11-7-601-26.00 Library-Fiber Connect Ser	255.00	221726	09/30/19
FIRSTL	FIRST LIGHT	08/01/19	Fiber Aug19 5681314	11-7-601-26.00 Library-Fiber Connect Ser	250.00	221726	09/30/19
FIRSTL	FIRST LIGHT	09/01/19	Fiber connect Aug 19 5821307	11-7-601-26.00 Library-Fiber Connect Ser	250.00	221726	09/30/19
GRAHAMS	GRAHAM, SUSAN	09/25/19	overpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	208.17	221729	09/30/19
GMP	GREEN MOUNTAIN POWER	09/04/19	Aug19 credit 200008AUG19	11-7-207-30.00 WWVFD Funding	-120.43	221730	09/30/19
GMP	GREEN MOUNTAIN POWER	09/04/19	sept 19 electric 200008SEPT19	11-7-207-30.00 WWVFD Funding	100.80	221730	09/30/19
GMP	GREEN MOUNTAIN POWER	09/18/19	Sept 19 5259 Rte 5 200009SEPT19	11-7-301-30.00 Electricity & Gas	309.54	221730	09/30/19
GMP	GREEN MOUNTAIN POWER	09/16/19	Library 19 Power AUG19200004	11-7-601-30.00 Library-Utilities	275.90	221730	09/30/19
HARTFORD	HARTFORD, TOWN OF	09/19/19	July-sept19 Dispatch serv 10416	11-7-205-45.10 Dispatching Service	3757.05	221732	09/30/19
STEVE HIE	HIER, STEVE	09/19/19	Mileage for clerk.treasur MILEAGE919	11-7-102-27.00 Tuition and Training	89.38	221733	09/30/19
INGRA	INGRAM LIBRARY SERVICES	09/05/19	Books 41773465	11-7-601-78.00 Library-Media	137.48	221734	09/30/19
INGRA	INGRAM LIBRARY SERVICES	09/12/19	Books 41907071	11-7-601-78.00 Library-Media	147.85	221734	09/30/19
JORDAN	JORDAN, JEANETTE	09/25/19	Tax overpymt19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	40.24	221736	09/30/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
KENNL	KENNEY,LYNETTE	09/25/19	Tax overpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	85.72	221737	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-101-14.10 Insurance Benefits	72.13	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-102-14.10 Finance-Insurance Benefit	35.65	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-103-14.10 Insurance Benefits	43.53	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-104-14.10 Insurances Benefits	17.60	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-105-14.10 Insurance Benefits	24.41	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-201-14.10 Insurance Benefits	78.92	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-7-601-14.10 Library-Insurance Benft	31.59	221739	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	11-2-011-09.00 Lincoln Life Supplemental	122.00	221739	09/30/19
MCCLE	MCCLELLAN, VIOLETTA	09/25/19	Tax overpymt19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	111.76	221740	09/30/19
MES	MUNICIPAL EMERGENCY SERVI	08/09/19	Test Cylinder 1375351	11-7-207-30.00 WWVFD Funding	196.00	221742	09/30/19
NHDMV	NH DMV	09/26/19	DMV check AVFD AVFDCHECK	11-7-205-43.00 Legal Expense	15.00	221743	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-101-14.10 Insurance Benefits	267.58	221744	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-102-14.10 Finance-Insurance Benefit	133.79	221744	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-105-14.10 Insurance Benefits	37.19	221744	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-601-14.10 Library-Insurance Benft	133.79	221744	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-103-14.10 Insurance Benefits	108.05	221744	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	11-7-201-14.10 Insurance Benefits	204.65	221744	09/30/19
VTAGHUMAN	OFFICE OF CHILD SUPPORT	09/26/19	Payroll Transfer PR-09/26/19	11-2-011-07.00 Garnishments	327.84	221745	09/30/19
OFFICESYS	OFFICE SYSTEMS OF VERMONT	09/12/19	Black Toner 26AR319720	11-7-101-45.00 Copier Service/Supplies	129.95	221746	09/30/19
OWENI	OWEN, IVERNA	09/25/19	Tax Overpymt 19-20 OVRPYMT19-20	11-2-020-01.00 Over payments received	119.88	221747	09/30/19
PRATW	PRATT, WILLIAM & LINDA	09/25/19	Tax overpayment OVRPYMT19-20	11-2-020-01.00 Over payments received	78.52	221749	09/30/19
REPASH	REPASH, LINDA	09/25/19	Tax overpymt OVRPYMT19-20	11-2-020-01.00 Over payments received	121.96	221750	09/30/19
SANEL	SANEL NAPA SPRINGFIELD	09/23/19	4 Batteries 337935	11-7-206-53.50 Truck Service to AVFD	867.54	221751	09/30/19
SECUR	SECURSHRED	09/26/19	Sept 19 pick up 317638	11-7-101-20.00 Office Supplies	19.99	221752	09/30/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
SPURRS	SPURRS REPAIR	08/09/19	Lens 20906	11-7-207-53.10 WWVFD Fire Equip Repair	36.94	221754	09/30/19
SPURRS	SPURRS REPAIR	09/23/19	Police Brakes 20969	11-7-201-53.50 Service to Police vehicl	117.99	221754	09/30/19
SPURRS	SPURRS REPAIR	09/23/19	WWVFD 2017 Spartan 21019	11-7-207-53.50 Truck Services to WWVFD	195.00	221754	09/30/19
STAPLES	STAPLES CREDIT PLAN	08/15/19	Cash tapes 9802360573	11-7-101-20.00 Office Supplies	55.99	221756	09/30/19
STAPLES	STAPLES CREDIT PLAN	08/15/19	Supplies 9802591728	11-7-101-20.00 Office Supplies	54.56	221756	09/30/19
STAPLES	STAPLES CREDIT PLAN	09/04/19	Supplies 9803029587	11-7-101-20.00 Office Supplies	59.47	221756	09/30/19
SULL	SULLIVAN, POWERS & CO., P	08/31/19	Audit FY19 125821	11-7-102-45.00 Annual audit of accounts	8376.00	221757	09/30/19
SYMQUEST	SYMQUEST	09/04/19	Sept19 copier lease 394190896	11-7-601-24.00 Library-Copier Lease	133.73	221759	09/30/19
UVRESA	UVRESA	09/17/19	Member Dues 337	11-7-207-30.00 WWVFD Funding	100.00	221761	09/30/19
VTXAXGA	VERMONT STATE OF	09/30/19	July-Sept19 JULY-SEPT19	11-2-011-07.00 Garnishments	156.00	221762	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-101-27.00 Tuition and Dues	65.00	221763	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-102-27.00 Tuition and Training	130.00	221763	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-103-27.00 Tuition and Training	130.00	221763	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-101-27.00 Tuition and Dues	65.00	221763	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-104-27.00 Listers Tuition & Train	65.00	221763	09/30/19
VLCT MUNI	VLCT	09/19/19	Conference 19 2019-20950	11-7-201-27.00 Tuition and Training	65.00	221763	09/30/19
VMERS DB	VMERS DB.	09/05/19	Payroll Transfer PR-09/05/19	11-2-011-05.00 Retirement	1814.24	221764	09/30/19
VMERS DB	VMERS DB.	09/12/19	Payroll Transfer PR-09/12/19	11-2-011-05.00 Retirement	1822.43	221764	09/30/19
VMERS DB	VMERS DB.	09/19/19	Payroll Transfer PR-09/19/19	11-2-011-05.00 Retirement	1694.35	221764	09/30/19
VMERS DB	VMERS DB.	09/26/19	Payroll Transfer PR-09/26/19	11-2-011-05.00 Retirement	1694.35	221764	09/30/19
VMERS DB	VMERS DB.	09/26/19	Payroll Transfer PR-09/26/19A	11-2-011-05.00 Retirement	251.15	221764	09/30/19
VOWP	VT OFFENDER WORK PROGRAMS	09/25/19	Business cardsS.Hier PR8431	11-7-101-20.00 Office Supplies	32.35	221765	09/30/19
WEXBANK	WEX BANK	09/23/19	Sept19 AVFD Fuel 61420019	11-7-206-51.00 AVFD Fuel	222.17	221766	09/30/19
WEXFLEET	WEX BANK	09/25/19	Gas Sept19 61351502	11-7-201-51.00 Gas and Oil	925.51	221767	09/30/19
NHDMV	NH DMV	10/02/19	Record check J. Bagalio RECORDCHECK	11-7-205-43.00 Legal Expense	15.00	221768	10/02/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

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

VTAGHUMAN	OFFICE OF CHILD SUPPORT	10/03/19	Payroll Transfer	11-2-011-07.00	327.84	221769	10/02/19
			PR-10/03/19	Garnishments			
TOWNWEATH	TOWN OF WEATHERSFIELD	10/03/19	Payroll Transfer	11-2-011-15.00	119.70	221770	10/02/19
			PR-10/03/19	Miscellaneous Deduction			
Report Total					35060.42	-----	

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Town of Weathersfield Accounts Payable

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09:13 am

Check Warrant Report # 19192 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19 & Fund 12

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AT&T SVC	AT & T MOBILITY	09/16/19	Sept19 Cell 9242019SEPT1	12-7-101-31.00 Wireless/Pager Service	67.53	221710	09/30/19
PATRIOT	ATG WESTMINSTER	09/05/19	2016 western star service R301001918	12-7-101-52.00 Repairs & Supplies	788.55	221711	09/30/19
PATRIOT	ATG WESTMINSTER	09/05/19	tank surge X301002368	12-7-101-52.00 Repairs & Supplies	174.21	221711	09/30/19
BIBENS	BIBENS HOME CENTER INC.	09/18/19	Stakes Bow Pit L15389/1	12-7-101-52.00 Repairs & Supplies	30.65	221712	09/30/19
BIBENS	BIBENS HOME CENTER INC.	09/10/19	screw driver, impact set L15438/1	12-7-101-52.00 Repairs & Supplies	38.68	221712	09/30/19
CERSOSIMA	CERSOSIMO INDUSTRIES, INC	09/14/19	Gravel 262835	12-7-101-58.26 Gravel Purchase	6205.50	221716	09/30/19
FOLEY	Foley Services, Inc.	09/10/19	HW uniforms 09/10/19 1265863	12-7-101-52.00 Repairs & Supplies	75.24	221727	09/30/19
FOLEY	Foley Services, Inc.	09/17/19	HW09/17/19 1267228	12-7-101-15.20 Uniforms & Cleaning	75.24	221727	09/30/19
GORMAN	GORMAN GROUP, LLC	09/10/19	4500 gal 11010958	12-7-101-58.30 Chloride	4050.00	221728	09/30/19
JORD	JORDAN EQUIPMENT	09/11/19	Plow Supplies P41400	12-7-101-52.00 Repairs & Supplies	270.30	221735	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	12-7-101-14.10 Insurance Benefits	180.86	221739	09/30/19
MEGA	MEGA-WATT ELECTRIC, INC.	08/22/19	Emergency/Exit signs 1304	12-7-101-52.00 Repairs & Supplies	300.00	221741	09/30/19
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	12-7-101-14.10 Insurance Benefits	676.88	221744	09/30/19
PETE'S	PETE'S TIRE BARN, INC.	09/16/19	Loader Oring tire 039024	12-7-101-52.00 Repairs & Supplies	145.95	221748	09/30/19
SOUTHWOTH	SOUTHWORTH-MILTON, INC	09/05/19	Grader repairs 1723587	12-7-101-52.00 Repairs & Supplies	290.26	221753	09/30/19
SOUTHWOTH	SOUTHWORTH-MILTON, INC	09/17/19	Hose & Ring 1734154	12-7-101-52.00 Repairs & Supplies	133.81	221753	09/30/19
SOUTHWOTH	SOUTHWORTH-MILTON, INC	09/23/19	Credit was taken twice SCR0287940	12-7-101-52.00 Repairs & Supplies	58.18	221753	09/30/19
SPURRS	SPURRS REPAIR	09/24/19	Back up Light T-99 21024	12-7-101-52.00 Repairs & Supplies	91.75	221754	09/30/19
STPIERRE	ST. PIERRE INC.	08/31/19	Gravel Purchase 1004048	12-7-101-58.26 Gravel Purchase	3797.27	221755	09/30/19
STPIERRE	ST. PIERRE INC.	09/15/19	1"gravel blend 1004120	12-7-101-58.26 Gravel Purchase	4245.94	221755	09/30/19
TDS	TDS TELECOM	09/10/19	Aug 19 Phone HW HWPHONEAUG19	12-7-101-31.00 Wireless/Pager Service	83.75	221760	09/30/19
TDS	TDS TELECOM	09/10/19	Aug 19 Phone HW HWPHONEAUG19	12-7-101-25.00 Internet Services	45.00	221760	09/30/19
PATRIOT	ATG WESTMINSTER	10/02/19	Clutch repairs R301001194-2	12-7-101-52.00 Repairs & Supplies	819.56	221771	10/02/19
PATRIOT	ATG WESTMINSTER	10/02/19	Shop supplies missed R301001807-1	12-7-101-52.00 Repairs & Supplies	50.00	221771	10/02/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19192 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19 & Fund 12

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

Report Total				22695.11		
				=====		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (Proctor Library)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
FIRSTL	FIRST LIGHT	04/01/19 March19 addt'l CR CR5091367	13-6-101-09.10 E-Rate Internet Reimb	-185.00	221726	09/30/19
FIRSTL	FIRST LIGHT	06/01/18 Erate FY19 ERATECREDIT	13-7-101-26.00 Fiber Connect Service	-1776.00	221726	09/30/19
FIRSTL	FIRST LIGHT	06/01/18 Erate FY19 ERATECREDIT	13-7-101-26.00 Fiber Connect Service	200.00	221726	09/30/19
FIRSTL	FIRST LIGHT	06/25/19 Internet JUNE 2019	13-7-101-26.00 Fiber Connect Service	255.00	221726	09/30/19
FIRSTL	FIRST LIGHT	05/15/19 iNTERNET MAY19CHARGES	13-7-101-26.00 Fiber Connect Service	255.00	221726	09/30/19
FIRSTL	FIRST LIGHT	12/04/18 Nov 18 Fiber connect NOV 18	13-7-101-26.00 Fiber Connect Service	200.00	221726	09/30/19
FIRSTL	FIRST LIGHT	12/04/18 Oct 18 Fiber connect OCT 2018	13-7-101-26.00 Fiber Connect Service	200.00	221726	09/30/19
FIRSTL	FIRST LIGHT	10/01/18 Sept18 SEPT 18	13-7-101-26.00 Fiber Connect Service	200.00	221726	09/30/19
LANN	LANNEN, JULIE	09/18/19 Lost Gift Certificate SUMMEREVEN	13-7-101-11.02 Fundraising Expenses	15.00	221738	09/30/19

Report Total

-636.00
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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (Special Revenue)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
MEGA	MEGA-WATT ELECTRIC, INC.	08/22/19	Emergency/Exit signs	15-7-208-01.00	3995.00	221741	09/30/19
			1304	GF-VLCT-PACIF Grant			
SUMMIT	SUMMIT SUPPLY	09/18/19	PACIF coats	15-7-208-01.00	1842.96	221758	09/30/19
			231003B	GF-VLCT-PACIF Grant			
Report Total					5837.96		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (Solid Waste)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BIBENS	BIBENS HOME CENTER INC.	09/12/19	conduit TS L14656/1	21-7-101-20.00 Supplies	1.99	221712	09/30/19
BIBENS	BIBENS HOME CENTER INC.	09/12/19	conduit PVC TS L14671/1	21-7-101-20.00 Supplies	12.40	221712	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-101-45.25 Trash Container charge	245.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-101-45.05 Trash-Tippage	1285.10	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-101-45.26 C&D-Container Charge	490.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-101-45.10 C&D Tippage	929.93	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-102-45.00 Zero Sort contain &Tipp	288.92	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/09/19	PU 09/04/19 514940	21-7-102-45.00 Zero Sort contain &Tipp	302.38	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-101-45.25 Trash Container charge	245.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-101-45.05 Trash-Tippage	1261.42	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-101-45.26 C&D-Container Charge	490.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-101-45.10 C&D Tippage	791.09	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-102-45.00 Zero Sort contain &Tipp	288.92	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/16/19	P/U 09/10/19 515657	21-7-102-45.00 Zero Sort contain &Tipp	330.03	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-101-45.25 Trash Container charge	245.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-101-45.05 Trash-Tippage	1376.59	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-101-45.26 C&D-Container Charge	735.00	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-101-45.10 C&D Tippage	1154.88	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-102-45.00 Zero Sort contain &Tipp	288.92	221715	09/30/19
GOBIN	CASELLA WASTE SERVICES	09/23/19	PU 09/18/19 516403	21-7-102-45.00 Zero Sort contain &Tipp	330.64	221715	09/30/19
COMCASTBU	COMCAST BUSINESS	09/15/19	Sept19 Phone charges 88427371	21-7-101-31.00 Telephone	50.47	221719	09/30/19
FOLEY	Foley Services, Inc.	09/10/19	SW uniforms 09/10/19 1265864	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221727	09/30/19
FOLEY	Foley Services, Inc.	09/17/19	SW uniforms 09/17/19 1267229	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221727	09/30/19
GRO	GROW COMPOST OF VERMONT L	09/30/19	Sept 19 food scrap 9117	21-7-102-45.01 Recycling Expense	112.67	221731	09/30/19
LINCOLN	LINCOLN NATIONAL LIFE INS	09/18/19	Oct 19 Premiums OCT19 PREMIU	21-7-101-14.10 Insurance Benefits	39.27	221739	09/30/19

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Town of Weathersfield Accounts Payable
Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (Solid Waste)
For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

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Account

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
N DELT	NORTHEAST DELTA DENTAL	09/24/19	Dental premiums Oct 19 OCT19 PREMIU	21-7-101-14.10 Insurance Benefits	37.19	221744	09/30/19
TDS	TDS TELECOM	09/10/19	Final phone SW FINALAUG19	21-7-101-31.00 Telephone	15.51	221760	09/30/19
Report Total					11375.24		

10/02/19

Town of Weathersfield Accounts Payable

Page 1 of 1

08:18 am

Check Warrant Report # 19191 Current Prior Next FY Invoices For Fund (Ramp Perkinsville School)

Account

For Check Acct 1(Fund 00) All check #s 09/30/19 To 10/02/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ALL SEASO ALL SEASONS CONSTRUCTION	09/26/19	Req#2 1879 school APPLICAT#2	55-7-101-02.00 Grant- Sch Ramp-contr. Wr	14251.00	221706	09/30/19
Report Total				14251.00		

09/16/19
03:00 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 09/19/19 to 09/19/19 Departments 111 to 111

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
CONGDONJ	CONGDON, JENNIFER B.		47559	09/19/19	167.29	0.00
DANGOF	DANGO, FLORA ANN		47560	09/19/19	264.33	445.00
DANIELSWI	DANIELS, WILLIAM J.	E	11708	09/19/19	0.00	893.47
	Fringes paid via direct deposit					76.92
DAY	STILLSON, DIANA L.		47564	09/19/19	77.05	0.00
ESTYJOSH	ESTY, JOSHUA W.	E	11710	09/19/19	0.00	17.12
ESTYLYNNE	ESTY, LYNNETTE A.	E	11711	09/19/19	0.00	130.60
FEDOROW	FEDOROW, SVEN	E	11712	09/19/19	0.00	525.02
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11713	09/19/19	0.00	363.55
HIERCA	HIER, CAROLYN A.	E	11714	09/19/19	0.00	268.20
HIERS	HIER, STEVE A.	E	11715	09/19/19	0.00	148.30
KELLY	KELLY, DARLENE R.	E	11717	09/19/19	0.00	865.80
MORANCY	MORANCY, WALTER W.	E	11721	09/19/19	0.00	972.51
MORRISED	MORRIS, EDWARD F.	E	11722	09/19/19	0.00	953.48
	Fringes paid via direct deposit					76.92
MORSE	MORSE, MARTHA J.	E	11723	09/19/19	0.00	53.12
SMITH	SMITH, STEVEN		47562	09/19/19	127.87	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47563	09/19/19	460.21	0.00
TERRILL	TERRILL, SUSANNE	E	11727	09/19/19	0.00	688.02
WRIGHT	LLOYD WRIGHT, JULIA	E	11718	09/19/19	0.00	77.05
					1096.75	6593.54
					=====	=====

***7,690.29

10/02/19
08:34 am

Town of Weathersfield Payroll
Check warrant report # for department:111
Check date 09/26/19 to 09/26/19

Page 1 of 1
Account

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BEARSE	BEARSE, DEFOREST D.	E	11729	09/26/19	0.00	72.05
CONGDONJ	CONGDON, JENNIFER B.		47568	09/26/19	167.29	0.00
DANGOF	DANGO, FLORA ANN		47569	09/26/19	264.33	445.00
DANIELSWI	DANIELS, WILLIAM J.	E	11731	09/26/19	0.00	893.47
	Fringes paid via direct deposit					76.92
ESTYLYNNE	ESTY, LYNNETTE A.	E	11733	09/26/19	0.00	120.37
FEDOROW	FEDOROW, SVEN	E	11734	09/26/19	0.00	521.32
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11735	09/26/19	0.00	363.55
HIERCA	HIER, CAROLYN A.	E	11736	09/26/19	0.00	273.51
HIERS	HIER, STEVE A.	E	11737	09/26/19	0.00	148.30
KELLY	KELLY, DARLENE R.	E	11739	09/26/19	0.00	865.80
MORANCY	MORANCY, WALTER W.	E	11742	09/26/19	0.00	972.51
MORRISED	MORRIS, EDWARD F.	E	11743	09/26/19	0.00	953.48
	Fringes paid via direct deposit					76.92
MORRISED	MORRIS, EDWARD F.	E	11750	09/26/19	0.00	945.99
Total of 2 items for MORRISED					0.00	1899.47
MORSE	MORSE, MARTHA J.	E	11744	09/26/19	0.00	85.04
SMITH	SMITH, STEVEN		47572	09/26/19	127.87	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47573	09/26/19	270.79	0.00
TERRILL	TERRILL, SUSANNE	E	11748	09/26/19	0.00	688.02
					830.28	7540.71
					=====	=====

***8,370.99

10/01/19
01:58 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 10/03/19 to 10/03/19 Departments 111 to 111

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
CONGDONJ	CONGDON, JENNIFER B.		47577	10/03/19	47.59	0.00
DANGOF	DANGO, FLORA ANN		47578	10/03/19	264.33	445.00
DANIELSWI	DANIELS, WILLIAM J.	E	11752	10/03/19	0.00	835.04
	Fringes paid via direct deposit					76.92
ESTYLYNNE	ESTY, LYNNETTE A.	E	11754	10/03/19	0.00	135.34
FEDOROW	FEDOROW, SVEN	E	11755	10/03/19	0.00	866.33
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11756	10/03/19	0.00	363.55
HIERCA	HIER, CAROLYN A.	E	11757	10/03/19	0.00	266.33
HIERS	HIER, STEVE A.	E	11758	10/03/19	0.00	148.30
KELLY	KELLY, DARLENE R.	E	11760	10/03/19	0.00	865.80
MORANCY	MORANCY, WALTER W.	E	11764	10/03/19	0.00	972.51
MORSE	MORSE, MARTHA J.	E	11765	10/03/19	0.00	53.12
NEILYSTEV	NEILY SR, STEVEN B.		47581	10/03/19	85.47	0.00
SMITH	SMITH, STEVEN		47582	10/03/19	127.87	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47583	10/03/19	268.76	0.00
TERRILL	TERRILL, SUSANNE	E	11769	10/03/19	0.00	689.69
WRIGHT	LLOYD WRIGHT, JULIA	E	11761	10/03/19	0.00	77.05
					794.02	5833.44
					=====	=====

***6,627.46

09/16/19
03:00 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 09/19/19 to 09/19/19 Departments 121 to 121

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11709	09/19/19	0.00	648.44
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11716	09/19/19	0.00	571.34
	Fringes paid via direct deposit					76.92
LONGTIN	LONGTIN, ALEXANDER J.	E	11719	09/19/19	0.00	436.87
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11720	09/19/19	0.00	671.34
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11724	09/19/19	0.00	560.18
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11726	09/19/19	0.00	769.65
	Fringes paid via direct deposit					76.92
					0.00	4119.34
					=====	=====

***4,119.34

10/02/19
08:34 am

Town of Weathersfield Payroll
Check warrant report # for department:121
Check date 09/26/19 to 09/26/19

Page 1 of 1
Account

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11732	09/26/19	0.00	648.44
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11738	09/26/19	0.00	636.50
	Fringes paid via direct deposit					76.92
LONGTIN	LONGTIN, ALEXANDER J.	E	11740	09/26/19	0.00	434.35
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11741	09/26/19	0.00	670.56
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11745	09/26/19	0.00	503.35
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11747	09/26/19	0.00	769.65
	Fringes paid via direct deposit					76.92
					-----	-----
					0.00	4124.37
					=====	=====

***4,124.37

10/01/19
01:59 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 10/03/19 to 10/03/19 Departments 121 to 121

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11753	10/03/19	0.00	647.41
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11759	10/03/19	0.00	556.00
	Fringes paid via direct deposit					76.92
LONGTIN	LONGTIN, ALEXANDER J.	E	11762	10/03/19	0.00	437.75
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11763	10/03/19	0.00	672.76
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11766	10/03/19	0.00	561.23
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11768	10/03/19	0.00	731.72
	Fringes paid via direct deposit					76.92
					0.00	4068.39

***4,068.39

09/16/19
03:00 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 09/19/19 to 09/19/19 Departments 211 to 211

Page 1 of 1
Payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
MERICLE J	MERICLE, JAMES S.	47561	09/19/19	276.00	0.00
WATERST	WATERS, TYLER M.	47565	09/19/19	474.93	0.00
	Fringes paid via direct deposit				38.46
				750.93	38.46

*****789.39

10/02/19
08:34 am

Town of Weathersfield Payroll
Check warrant report # for department:211
Check date 09/26/19 to 09/26/19

Page 1 of 1
Account

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
DENNETTSH	DENNETT, SHAWN M.	47570	09/26/19	107.05	0.00
MERICLE J	MERICLE, JAMES S.	47571	09/26/19	270.68	0.00
WATERST	WATERS, TYLER M.	47574	09/26/19	479.09	0.00
	Fringes paid via direct deposit				38.46
				856.82	38.46
				=====	=====

*****895.28

10/01/19
01:59 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 10/03/19 to 10/03/19 Departments 211 to 211

Page 1 of 1
Payroll

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
DENNETTSH	DENNETT, SHAWN M.	47579	10/03/19	74.87	0.00
MERICLE J	MERICLE, JAMES S.	47580	10/03/19	263.83	0.00
WATERST	WATERS, TYLER M.	47584	10/03/19	477.07	0.00
	Fringes paid via direct deposit				38.46
				815.77	38.46

*****854.23

09/16/19
03:00 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 09/19/19 to 09/19/19 Departments 131 to 131

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11707	09/19/19	0.00	111.16
RICHARDMA	RICHARDSON, MARK P.	E	11725	09/19/19	0.00	651.17
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11728	09/19/19	0.00	145.51
					0.00	984.76
					=====	=====

*****984.76

10/02/19
08:34 am

Town of Weathersfield Payroll
Check warrant report # for department:131
Check date 09/26/19 to 09/26/19

Page 1 of 1
Account

Employee Number	Employee Name	Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E 11730	09/26/19	0.00	111.16
RICHARDMA	RICHARDSON, MARK P.	E 11746	09/26/19	0.00	651.17
	Fringes paid via direct deposit				76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E 11749	09/26/19	0.00	145.51
				0.00	984.76

*****984.76

10/01/19
01:59 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 10/03/19 to 10/03/19 Departments 131 to 131

Page 1 of 1
Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11751	10/03/19	0.00	111.16
RICHARDMA	RICHARDSON, MARK P.	E	11767	10/03/19	0.00	651.17
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11770	10/03/19	0.00	145.51
					0.00	984.76
					=====	=====

*****984.76



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

October 2, 2019

To: Selectboard

Subject: Water District Project Discussion

The ongoing project involving improvements to the Ascutney Fire District #2 water system will be discussed, including previous and anticipated service interruptions and notices to customers regarding planned work.



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

October 2, 2019

To: Selectboard

Subject: Executive Session as Per 1 V.S.A. §313 (3) Personnel

Executive session will be called to discuss the Interim Town Manager position, and any other personnel related issues.