

TOWN OF WEATHERSFIELD, VERMONT
SELECT BOARD

**Select Board Agenda
Martin Memorial Hall
5259 US Route 5
Monday, June 17th, 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 meeting(s) 06/03/2019
6. Approve Fireworks permit
7. Crown Point Country Club Fireworks Show
8. Fire Discussion (Discussion)
 - a. Monthly Fire Department Communication Meetings
 - b. Ascutney Proposed Agreement
9. Class IV Road and Trail Signs
10. Town Solar Project Lease Discussion (Possible Action Items)
11. Authorize Sale of Highway Truck (Action Item)
12. Participate in Grants in Aide for FY2019-2020
13. Village Planning Committee
14. Town Branding Committee
15. Parks and Recreation FY2019 recap and events
16. Appointment Discussion
 - a. Oath of Office
 - b. Application Process
17. Veterans Memorial Committee Discussion

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18. Appointments

- A. Budget Committee (Three Openings)
- B. Connecticut River Joint Commission
- C. CRJC Mt Ascutney Subcommittee
- D. Fence Viewer (Two Openings)
- E. Southern Windsor County Transportation Advisory Committee
- F. Surveyor of Wood and Lumber **Roderick Bates**
- G. Zoning Board of Adjustment (One Opening)

19. Approve Warrant

20. Adjourn

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**Select Board
Martin Memorial Hall
5259 Route 5, Ascutney VT
Monday, June 3, 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:

Rev. Christian Huebner	Darrin Spaulding	Ray Stapleton	J. Compo
Nikita Lenahan	Paul Tillman	Mychael Spaulding	Darlene Kelly
Fred Kowalik	Steve Snyder	Mark Girard	

1. Call to Order

Ms. Murphy called the meeting to order at 7:01PM.

2. Agenda Review

Mr. Todd suggested putting time limits on discussions to facilitate a timely meeting.

3. Comments from Select Board and Town Manager

a. Summer Meeting Schedule

The Board discussed the pros and cons of the summer meeting schedule and ultimately decided to eliminate it, but be open to meeting in other locations if it seems appropriate to do so.

Motion: To keep meetings at Martin Hall

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

Vote: Four in favor, one opposed. Motion carries.

Ms. Murphy announced a kids' fishing event being hosted by the Parks and Recreation Commission and VT Fish and Game on June 15th from 9 AM to noon at 3979 Route 131. Sign up by June 10th. Contact Mark Richardson at the library for additional details.

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4. Comments from Citizens on topics not on the agenda

There were none.

5. Review minutes from previous meetings – 05/20/2019

Additions/corrections/deletions:

- a. It was agreed to add the start time (for the meeting) as 8:00 PM, as the exact time had not been noted and no one could remember what the actual time was.
- b. There was an issue with the font size on pages 2 and 3
- c. Change the sentence “Mr. Morris said the town will end the year at 93%” to “Mr. Morris said the town projects ending the year at 93%” on page 4
- d. Add the sentence, “This is common practice and an adjustment is made every year” to paragraph 3 in item 8, page 4.

Motion: To approve as corrected

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

Vote: All in favor

6. Fire Discussion

a. Monthly Fire Department Communication Meetings

(NOTE: The Fire Commission was dissolved at the special town meeting on May 20th. The parties must now find a way to communicate with one another and work on projects without the Commission.)

Mr. Morris said during the previous suspension of the Fire Commission, he met with the fire chiefs, the president of AVFD and the WW deputy chief - usually two members from each department and himself – to discuss fire business, budgets, topics generally discussed with the Commission. Following each meeting, time was allotted on the next Select Board meeting agenda for any topics that needed the Board’s attention.

Mr. Morris what the parties need to do now is discuss at the Board level and with the chiefs what we would like to do moving forward.

Ms. Murphy asked for thoughts from the Board. Mr. Boyer said he thought it worked well before.

Ms. Murphy asked for comments from the representatives of the fire departments.

Mr. Spaulding said, “You sent an email out – we’re just waiting on a time?” Mr. Morris said he had sent out an email “when we were discussing this saying, if we’re going to move, I figured we might move in the direction similar to this trying to get a time to figure it

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out.” He said if the representatives were ok with it, they could do that; “if you have an idea of something that might move better, let’s try it.”

Ms. Murphy asked to keep the Board apprised. She said what the Board will probably do is something like what they did the last time this was going on, which was put a standing line item on the agenda on the first meeting of every month that says “Fire Department”. That way if something comes up after the meeting, it can be discussed at the next Board meeting. If there is nothing specific to what’s currently going on, the Board can simply say “all is well” and move on. There will be a “Fire Discussion” topic on the agenda anyway to continue the discussion (of fire services) long-term. The agenda will differentiate between the monthly communications meetings with Mr. Morris (current) versus the long-term discussions.

Mr. Todd, said, “It might also be to our benefit here to set that as a future item agenda. You’ve got your fire discussion, but maybe we have a specific topic from any one of the Board members that you want to talk about at the next meeting – that we might consider doing that way as well so we can all be on the same page and have two weeks to process and think, get the data out and so on and be headed working together in the same direction.” Ms. Murphy agreed.

Mr. Morris said he would work on setting a mutually agreeable date/time slot for the meetings.

b. Ascutney Proposed Agreement

Since the budget articles both passed at the last special town meeting, there is money in the budget for fire services for the coming fiscal year.

Ms. Murphy said the Board must now regroup and move forward “with what that conversation is going to look like. She said she has spent a great deal of time thinking about how to move this conversation forward.

Ms. Murphy said, “I walked out of Town Meeting – I’ll be very honest with you – with a great deal of confusion as to how to make that happen. ... We had this conversation about the Fire Commission ... There was a woman at Town Meeting who made this point about confusion. And how you move forward with conversations and discussions when there seems to be this confusion going on. I have been mulling over her question. I didn’t have an answer that night and I still don’t have an answer. We walked into the Fire Commission discussion at town meeting and I, myself personally, having been with the fire department, having sat on the Fire Commission – I sat through all those different venues and listened to fire department members talk about how the Fire Commission is a waste of time, that it was a drain on their families, nothing got accomplished, ... there was no teeth to the Fire Commission – I walked into Town Meeting feeling as if I was

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representing – in my mind – the fire department members and what they wanted. What I heard at Town Meeting was that Ascutney was not on board with dissolving the Fire Commission. ... When I say Ascutney was not on board, Darrin stood up as chief and voiced his opinion that he did not believe that it should dissolve. That honestly threw me because I really thought I was representing what fire department members wanted. We walked through this process in the fall ... with the Select Board wanting to work with Ascutney. Mark came with two proposals. We went through those proposals.... We felt like we were moving forward. There was agreement. There was one item – I believe it was the fire chief – part time vs full time. Mark went back to the membership. He came back. He said, ‘Yup – the membership was ok – they discussed it’. ... I myself walked up to the first town meeting feeling as if we had made steps toward an agreement with Ascutney. West Weathersfield was already on board. We get up close to town meeting and a Facebook post comes out to taxpayers from Ascutney not in support. That was a complete blind side. We had been told that there had been 4-5 votes from Ascutney in which every single one of them was against this thing and in the meantime, I’ve got members coming to me saying, ‘That’s not true.’ I personally, and I’m looking at you, Mark, because we’re going to be talking about the proposal, I’m at a loss. I, personally, don’t know how to take this forward. We absolutely want both fire departments on board. We want open communication. We want this to work – get all parties involved. I am at a loss as to how to proceed with that, when we take steps forward, and then at some point we find out what we thought we were moving forward on, something’s changed. Or it’s not actually what we thought.”

“I asked Ed to put the proposal on there so that – we have two new members sitting at this table – so that we can all hear the same message and figure out how we’re going to move forward with what this is going to look like.”

“Having said all of that, my question to open up this discussion is – we have this Option B proposal on the table. What is it’s status as far as the membership?”

Mr. Girard said, “The same thing we’ve said all along. The fire department has not been in favor of a municipal fire department. We put together a proposal to accommodate what the Town wishes and what the fire department wishes. That never changed. You picked pieces out of the Facebook post that you decided you wanted to use, not the entire section of it – there were a lot of things discussed in the Facebook post to try and eliminate any of the rumors going around Town. There was no intention of swinging anybody one way or the other at Town Meeting day. It was to point the facts out because of all the rumors. The fire commission, I have no voting say on the fire commission, I was in favor of getting rid of the fire commission. Darrin is the only member on our fire department that had a voting say. ... He didn’t think it was the right thing to do. He is the only voting member on the fire commission. I was all in favor of getting rid of it. ... The votes on

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whether to go municipal or not – we have voted 4 or 5 times – which is where we came up with the proposals – it was a split decision in the fire department and we figured the best way to move forward was to accommodate. So, you trying to say we're pulling out ..., it's not true. It's, the entire time, it's been we don't want municipal, but we have been willing to accommodate."

Mr. Girard said the agreement needs to go to an attorney to "draft up whatever we were going to proceed with". The fire department is in favor of the proposal as it now stands.

Mr. Spaulding asked to comment on Ms. Murphy's "comment on my standing up." He said, "As the fire commission states, I was the one vote. Mark and I can agree to disagree. There's not one board member up there (gesturing toward the Select Board) that always agrees on an opinion. That was my opinion. Just like when you go to the polls ... mine was not to disband the fire commission. I don't think that makes me a bad guy. Not one person had asked me or the town manager my opinion on that."

Mr. Girard said, for the record, that the department was going to vote Australian ballot on whether to go municipal or not again on June 11th.

Ms. Murphy asked if the board had a particular direction or a suggestion for continuing this conversation.

Mr. Arrison quoted Mr. Morris from Mr. Morris memo, "1. The Town needs to get in (Municipal Fire Department) or out (no involvement) of fire service operations (John Wood's recommendation). 2. Move towards a one department (two station) structure, with a single manager (chief)."

Mr. Arrison was in favor of putting the task back onto the people most closely involved – to meet privately. "The format of being in this room I think we've exhausted. I don't think further meetings along that line are going to be productive. I think if we give it back to the two fire departments and ask them how we can accomplish the one department with one chief (let's leave the full time part time out of it entirely for now). ... The idea that resulted in the Ascutney Option B was a compromise because their preferred option was have the Town get out of the fire service. We have two diametrically opposed options – one department that says municipal, one department that says give us the money and we'll provide the service. Somehow, they have to come to an agreement so we can accomplish - and I think the board needs to send a clear message of how we want to proceed. The convoluted mess that we have now with us paying for something, no we don't/yes we do has proven to be ineffective – confusing on all fronts and confrontational on a lot of fronts. I think all 5 of us need to come to a consensus if we can of the direction we'd like to see it go. I feel the only way it's going to come out is to give it back

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to the fire departments and hopefully – give them a time span – and hopefully they will come to some uniform conclusion that satisfies both sides.”

Mr. Todd felt the board should wait until after the June 11th vote in Ascutney before proceeding. He felt Mr. Arrison’s idea “wasn’t that far off”.

Mr. Girard said, “Mike, we’ve voted several times. We could vote again in August and again in November.” He said the June 11th vote would be the first vote by Australian ballot. He said they vote when there is new information, but it hasn’t changed the outcome.

Mr. Boyer said he continues to want the municipal department, but like Ms. Murphy, he was out of ideas as to how to get there.

Mr. Fuller said, “Did anyone hear the comments at the last town meeting that people were satisfied with the two departments? There were several people who came to the microphone that said just that. Including the former chair of the planning board. I don’t want to go backwards and it seems like it is headed that way. I don’t want posters on the wall. I don’t want boxes. I don’t want people standing out with picket lines. I don’t want \$2000 worth of fliers. If it’s going to happen, it should happen before the vote – clearly, quietly, just like any other budget process. That’s how you pass something.”

Ms. Murphy said, “Keeping in mind, Mark, what you said about the vote – the vote is the vote and that is a consideration, but I also agree with you that the process has to keep rolling. I think that we have 8 days, 9 days until they have their vote and then we have our meeting. Given what John said, I would ask the fire department members to bring it back to their membership. If the Select Board moves in a direction to – I don’t like the term ‘give it to the departments’ because I feel like this is a collaboration between the fire departments and the Select Board. I don’t want to give the impression that we’re pushing this topic to the fire departments because we don’t want to deal with it. That’s definitely not the case. I think what I’m hearing from John is that this really is a topic that is 100% your involvement and affects you guys. And I know West Weathersfield has spoken, but I very much want to hear the input of both fire departments on how you can work together to come up with what a municipal department would look like. We did a lot of work with sheets on the wall and topics and all that stuff – how would you get to that point. I’m asking that - not of the three of you that are sitting here as far as decision-makers – I’m asking you to bring that back to your membership. ... How would you go about working together – create two different teams that come together and collaborate and figure it out. What would that look like?”

Mr. Todd asked Ms. Murphy if she was directing the departments to go municipal or just to become a unified single department? Ms. Murphy said she is directing them just to investigate with their own memberships what a – she said she uses the term “municipal”

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because it's a combination of both departments coming together – one fire department for the Town of Weathersfield.

Mr. Todd said, “When I look at the Town Manager’s report from the late September meeting, it addresses the John Wood report and the recommendations from the John Wood report – that’s where the things are that need to be fixed. So that’s what you need to be working on with your departments. How are you going to resolve some of the things in that report? Too much redundancy – trucks, equipment. ... Look to the John Wood report and figure out how you’re going to answer that as a team.”

Ms. Murphy said the board had taken the Wood recommendations and put them into a matrix. The board went through them all with the fire departments and prioritized them as administrative or safety-related. She agreed with Mr. Todd that that should be part of the discussion. Ms. Murphy asked Mr. Morris to make sure both departments have the matrix when they have their conversations. She asked that they bring it back to the Select Board to discuss.

Mr. Todd wanted to be certain that the departments resolve the issues that have been identified in the Wood report moving forward.

Josh Compo said, “I don’t believe putting it back on the fire departments is going to have a positive outcome. The fire commission was designed to solve problems. The John Wood report gave us a foundation to try and create change and make changes. Ed’s report came out – another piece of that foundation to foster change and yet we have two departments that are at complete polar opposites right now. So, to have two organizations that are not on the same band width and try to get them to come together with no real teeth, with no mediation from the board would – I would speculate – be very counter-productive.”

Mr. Stapleton said the Town has never defined what it wants for fire services. Define what the Town feels is acceptable, determine what the cost would be and then solicit proposals like an RFP. Compare proposals for municipal vs complete hands-off.

Mychael Spaulding said he agreed with Mr. Compo. He felt like the board was kicking the can down the road. He said his membership was fully invested in the municipal model and said it wasn’t going to change. He couldn’t see how the two departments could meet together without the board being present between them. He urged the board to go with what they want for the Town.

Mark Girard thought the departments could “give it a shot”. He did think, however, that someone needed to mediate and provide input – Mr. Morris, the Springfield, Windsor or Claremont Fire Chiefs.

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Mr. Spaulding said he thought they could do it. He didn't agree with having a time frame, however saying "things take time to work out". He didn't think much would happen in the first 2 or 3 meetings, but eventually "cooler heads are going to prevail".

Ms. Murphy said while she appreciated Mr. Spaulding's opinion, she wanted to know why "cooler heads" couldn't prevail "right now". "Why haven't cooler heads prevailed that have brought us up to this point in time? Because we talked about the Select Board getting involved in all this stuff. I don't have a long history with the fire services, but I do have the last six years of recollection in my mind – to have both sides complain that the Select Board was kicking it to the curb, the Select Board was kicking it the fire commission, the fire commission didn't have any teeth, the Select Board just wanted to stick their head in the sand... The Select Board when we started this process last September, we wanted both departments to be part of this, we wanted to hear from both of them. It was a struggle. Then we got the proposal. I think when you're talking about cooler heads prevailing, what has been the issue that has stopped that from happening? If we can identify why cooler heads have not prevailed in the past, as we move forward, we can try and rectify that."

Mr. Spaulding said, "I think a citizen got up and made a point at the March town meeting...there's been a lot of slamming going on and that doesn't help a damn thing. If you could get us in a room, I bet...it's not going to happen overnight. Let us talk it over. ... The John Wood report said the town is either all in or all out – the selectmen need to stay out of it. You guys picked out the stuff you wanted in it, but the John Wood report said you guys need to stay out of it and that hasn't happened. Why don't you let us sit down and work it out. That's never happened. Back in June, we were at the Weathersfield Center Church this all got brought up. You guys all jumped on board. We knew nothing about it. Nothing. And that was a shock to myself and the members that were there. So let us work it out."

Ms. Murphy said, "The John Wood report did not say that the Select Board should get out of it. What it said was that the Select Board needs to make a decision as to whether it's going to be municipal or whether it's going to just hand a check over to...that half-way-in/half-way-out is not ok."

Mr. Spaulding said he hadn't read it that way – that the Select Board should stay out of it and "let us do our thing". He said, "I'll get the paragraph out that I read 100 times and...I think we can do it."

Ms. Murphy asked Ascutney to work with their membership and to come back after their vote with a clear outline of how this can happen. She asked West Weathersfield to do the same. She acknowledged that West Weathersfield is 100% committed to municipal, but

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asked if the board gives this to the two departments to work together, what would that look like for them.

Mr. Morris said it was something they could discuss in the morning meetings. Ms. Murphy agreed, but said she also felt that this needs to be something that comes from the membership up. She said it is difficult to be on the Select Board and have members come to her and say, "No this is not the reality". She asked that the chiefs express the opinions of their membership and to state if they don't have consensus.

Mr. Todd referred back to the recommendations in the Wood report and asked the departments to consider how they will achieve the goals as volunteers when it has been acknowledged how difficult the demands can be on their families and personal lives.

Ms. Murphy referred back to Mr. Stapleton's idea of setting a standard for fire services and said the board has to look to the departments as professionals to set those standards. Mr. Stapleton said he meant the board should set the level of fire services the board feels should be provided for the town. Ms. Murphy said the board would still need to look to the fire professionals for guidance.

To be continued ...

7. Discuss Petition to Amend Zoning

Mr. Morris said the petition to amend the zoning bylaws needs to be heard at a Planning Commission public hearing before it comes to the Select Board. Because it is a petitioned amendment, the Commission can only correct technical deficiencies. The Select Board had a copy of the petition in their packets so they could review the words of the amendment. The Commission can send their recommendations to the Select Board following the hearing.

Ms. Murphy asked if the Select Board should attend the planning commission hearing to gain insight or if they should stay away so as to have a totally fresh look at it. Mr. Todd said to not treat it any differently than anything else in the past. Mr. Fuller said the hearing is an open public meeting and anyone could attend. It would not need to be warned as a Select Board meeting (if three or more board members attended) because they would not be there to conduct business.

Mr. Fuller said the Select Board can vote on the amendment or they can choose to send it to town meeting for a vote. If the board votes not to adopt the bylaw change, the petitioners can petition to override the board's vote and have it go to town meeting. It would be a floor vote.

Ms. Murphy wondered if the people who signed the petition have an opportunity to truly understand what the implication is of what it is that they are signing. The words of the petition

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give no hint of what the actual consequences would be of adopting the bylaw it proposes. If the Select Board votes against it, the board is going against what the taxpayers wanted. Mr. Fuller felt that the burden is on the person signing the petition to find out all about it before signing. Ms. Murphy said she would be looking to the planning commission to outline very clearly in their report what the implications are. Mr. Morris said it's the board's job to get the information out. It's up to the voters to decide if that's what they want or not.

8. Town Solar Project Discussion

Nikita and Fred have discussed their concerns with the both the Select Board and the planning commission. Mr. Morris said the planning commission voted to have him write the two letters of preferred site designation. They have met with Norwich Solar and been to the sites together.

Mr. Morris said the map of the transfer station array is off a little bit in that the lower edge of the proposed tree clearing area looks closer to the GMP right of way than it is. Norwich Solar has been asked to push it back on Town property as far as possible.

It would be "a little difficult" to see the array from Nikita and Fred's proposed house site. Addressing visibility from that parcel was written into the preferred site letter. It may be possible to do slightly less clearing or plant some bushes to reduce visibility.

At the highway garage site, none of the lease area will touch the Butler leased area. Wayne Bellevue's well easement will remain open. The plan is to keep the road to the well open.

Mr. Todd asked for assurance that there would be no visibility of the array from Fred and Nikita's house. Mr. Morris said that was the goal; Mr. Snyder said he understood that as well. Mr. Morris said he and Troy had walked this site previously and Troy had said he could put some money in escrow to cover the cost of replacing trees in the future if needed.

Mr. Arrison said, given the concerns about water, it is imperative that existing conditions be documented now. He cited the events on Butterfield Hill Road as an example of what not to do. Mr. Morris said that would be part of the storm water study for the project.

Ms. Murphy asked for comments or questions from the board with regard to Tyler Harwell's letter. Mr. Fuller felt that the letter raised some legitimate questions. For example, if this is such a good idea, why doesn't the town create the array on its own like Cavendish did? Mr. Morris said the town would not do something this big – we're not in the market to run a utility system – we would need to hire a manager and workers to run it. We would do something in the 100 Kw size range. This is where this all started. It would cost \$70-80,000 and offset the town's power use. We would have to maintain and repair it. We would not get any of the tax benefits, however. We would have to pay for the system outright and take what we get from it. It would take 7-8 years to pay it off.

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Mr. Snyder explained community solar – people can buy a certain number of panels in an array and put their name on them to cover their electric load; or people agree to buy power from a system that someone else owns at a discount.

The town stands to collect \$11,000 a year per array for 25 years in lease payments which we would not get if we owned the array.

There are options where the town could purchase the panels after seven years.

Mr. Boyer asked Fred and Nikita how they were feeling. Fred felt assured that the aesthetics would be taken care of, but Nikita was adamant the water on the access road is a serious issue, citing the fact that the culvert was under water the day they walked the site. Mr. Morris said that culvert was outside the scope of what we can do with this project, but felt confident that the project could be designed to minimize runoff. He also said he would put addressing this culvert on the TAC project list for the state to look at. Mr. Todd suggested getting ANR involved.

Ms. Murphy called for a motion on the preferred site letters.

Motion: To approve the preferred site letters for the Highway Garage and Transfer Station solar projects.

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

Vote: Unanimous in favor

9. Authorize Ascutney Fire Department Settlement Payment to be made from 2018 funds moved to Fire Equipment Reserve

Ms. Murphy stated, “The Ascutney Volunteer Fire Department has agreed to the settlement offer made by the Town about the funding of the 2018 fire department funding. Last year, the Select Board placed the money disputed in the Fire Equipment Reserve, since that was what the money was earmarked for. Because of the settlement, Mr. Morris recommends the Select Board authorize using this money set aside in the reserve to pay the settlement amount of \$5,721.90. He talked with Steve Hier and Mr. Hier agreed that the money set aside could be used for this purpose.”

Ms. Murphy asked, “The Select Board had written letters to both fire departments stating the restricted use of funds. Did those get signed?”

Mr. Morris said, they did not get signed, but part of the agreement was that they were signing for release this year and to agree to the payment settlement for 2019. And Josh did sign (could not hear?) “so in that realm, yes they did. ... They agreed to this year’s funding with the

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earmark.” Josh signed the one that the board had at the meeting back in August (again – could not hear well enough to know what was said here)

Motion: Authorize using \$5,721.90 set aside in the Fire Equipment Reserve from the Ascutney Fire Department funding from 2018 to pay the settlement agreement dated May 28, 2019.

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

Vote: Unanimous in favor

10. Gravel Purchasing Discussion

Mr. Stapleton would like to take a different approach to purchasing gravel this year. He has observed that different settings require different materials for the optimum repair/maintenance solution. Therefore, instead of contracting with a single vendor for a large quantity of a single type of material, he would like to be able to purchase different types of materials in smaller quantities. He proposed releasing an RFB for those materials he expects to purchase in excess of \$10,000 to satisfy the purchasing policy and to establish a baseline of pricing.

Following discussion of the idea, the consensus was to try this new approach, but asked that the board be kept apprised of how well it is working.

11. Authorize Sale of Highway Truck

Mr. Stapleton would like to sell the 2003 Mack 10-wheeler. It is part of the Capital Plan to reduce the fleet by two vehicles. This truck has no plow. It would not be cost effective to fit it for a plow. We could get the best price for it now because it is in overall good condition. Funds from the sale of this vehicle would be put toward future truck/equipment purchases.

There was some discussion, but no consensus. It was agreed to table the discussion to the next meeting.

12. FY2019 Budget Update

Ms. Kelly said she thinks we're going to be on budget. The figures presented were actuals through Thursday morning. She doesn't anticipate any unexpected extreme expenditures. Revenues were down in a couple of departments, but so were their expenses.

Mr. Morris said the grader rental payments were the only major difference from last time. He felt fairly confident that highway will end the year in the black.

Motion: To extend the meeting

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

Amend the motion: To extend the meeting by 15 minutes

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

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Vote: Unanimous in favor

Mr. Fuller repeated his concerns about the narrative surrounding the refund to the Town from the State of \$62,000 from the education fund. He felt the school budget must have \$62,000 too high. Mr. Morris said this is similar to getting a tax return on one's personal taxes. It is not something that can be reconciled locally, because it is part of the state's formulas for school funding.

13. Appointments

a. **Conservation Commission – Cheryl Cox**

b. **Emergency Management Coordinator – Tim Austin**

Motion: To appoint Cheryl Cox to the Conservation Commission and Tim Austin as Emergency Management Coordinator.

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

Vote: Unanimous in favor

14. Approve Warrants

Motion: To approve the warrants for June 3, 2019 as follow:

General Funds	Operating Expenses	\$24,544.90
	Payroll	\$13,479.16
Highway Fund	Operating Expenses	\$4,841.71
	Payroll	\$9,172.94
Solid Waste Management Fund	Operating Expenses	\$11,183.49
	Payroll	\$1,933.92
Library	Operating Expenses	\$160.99
	Payroll	\$1,505.53
Grants	Operating Expenses	\$0.00
Agency Monies	Operating Expenses	\$0.00
Reserves		\$5,721.90
Long Term Debt		\$0.00
Grand Totals	Operating Expenses	\$46,452.99
	Payroll	\$26,091.55

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

Vote: Unanimous in favor

15. Future Meeting Agenda Items

16. Adjourn

Motion: To adjourn the meeting

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

Vote: Unanimous in favor

The meeting adjourned at 9:13 PM.

Respectfully submitted,

deForest Bearse

WEATHERSFIELD SELECTBOARD

N. John Arrison, Selector

Daniel E. Boyer, Selector

David Fuller, Vice-Chairperson

Kelly Murphy, Chairperson

Michael Todd, Clerk



TOWN OF WEATHERSFIELD

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

(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Approve Fireworks Permit

Mark Girard has applied for a fireworks permit for July 5, 2019. Because of the complaints we had a few years ago, the Selectboard has placed stipulations on this permit the past couple years. Since these stipulations have been put in place, we have not received any complaints. I recommend approving this permit with the following stipulations:

- inform any landowners in the area housing farm animals of the event to ensure the animals are secure before the event occurs.
- Debris from the event shall be cleaned up following the event in the mobile home park and surrounding area. Mr. Girard shall determine if any damages have occurred as a result
- Debris from the event shall be cleaned up following the event in the mobile home park and surrounding area.
- Mr. Girard shall determine if any damages have occurred as a result of the event.

This permit has been signed off by the fire chiefs and Police Chief.

Recommendation: Approve firework permit for Mark Girard for the evening of July 5, 2019 with the stipulations listed above.

Ed Morris
Town Manager

Town of Weathersfield, Vermont

Application for Fireworks Display

Sponsor of the Display: Mark Girard _____

Name of Sponsor's Authorized Representative: Mark Girard _____

Mailing Address: 167 Thrasher Rd., Windsor, VT 05089 _____

Phone Number: (603) 300-7860 _____ Email: racing1122@yahoo.com _____

Location of Display: 167 Thrasher Rd., Ascutney, VT _____

Date of Display: 07/05/19 _____ Display Time: From 9:00 p.m. _____ To 10:00 p.m. _____

Details of Display: Consumer Style, UN labeled 1.4G ☒ yes Display Style, UN labeled 1.3G ☒ yes

Maximum Shell Size: 4" _____

Location of fireworks storage prior to discharge: In ATF approved magazines in East Montpelier, VT _____

Company Discharging the Display: Northstar Fireworks _____

Name of Company Representative: Dianna Jean (D.J.) Montague _____

The following is attached:

- ☒ Site Plan to scale with dimensions, noting launch area, safety zone, tree lines, audience area and parking.
- ☒ Description of the safety measures that will be employed, such as ease of accessibility by first responders, general fire protection measures, and security of the safety zone.
- ☒ Certificate of Liability Insurance: if display style, from the company discharging the fireworks; or, if consumer style, from the property owner.

Sponsor agrees that the Town of Weathersfield shall be held harmless for any personal injury or property damage that may occur from any permitted fireworks display. Sponsor and Authorized Representative agree by signing they have read and will comply with the Weathersfield Fireworks Policy and the pertinent Vermont State Statute.

Signature of Sponsor's Authorized Representative

Date

Mark Girard

5/15/19

Acknowledgements:

[Signature]
Weathersfield Police Chief

Darvin R. Speedy
Weathersfield Fire Warden

Darvin R. Speedy
Ascutney Volunteer Fire Department Fire Chief

Josh Daugherty
West Weathersfield Volunteer Fire Department Fire Chief

Town Manager

Action by Board: _____ Approved _____ Denied Date of Action: _____

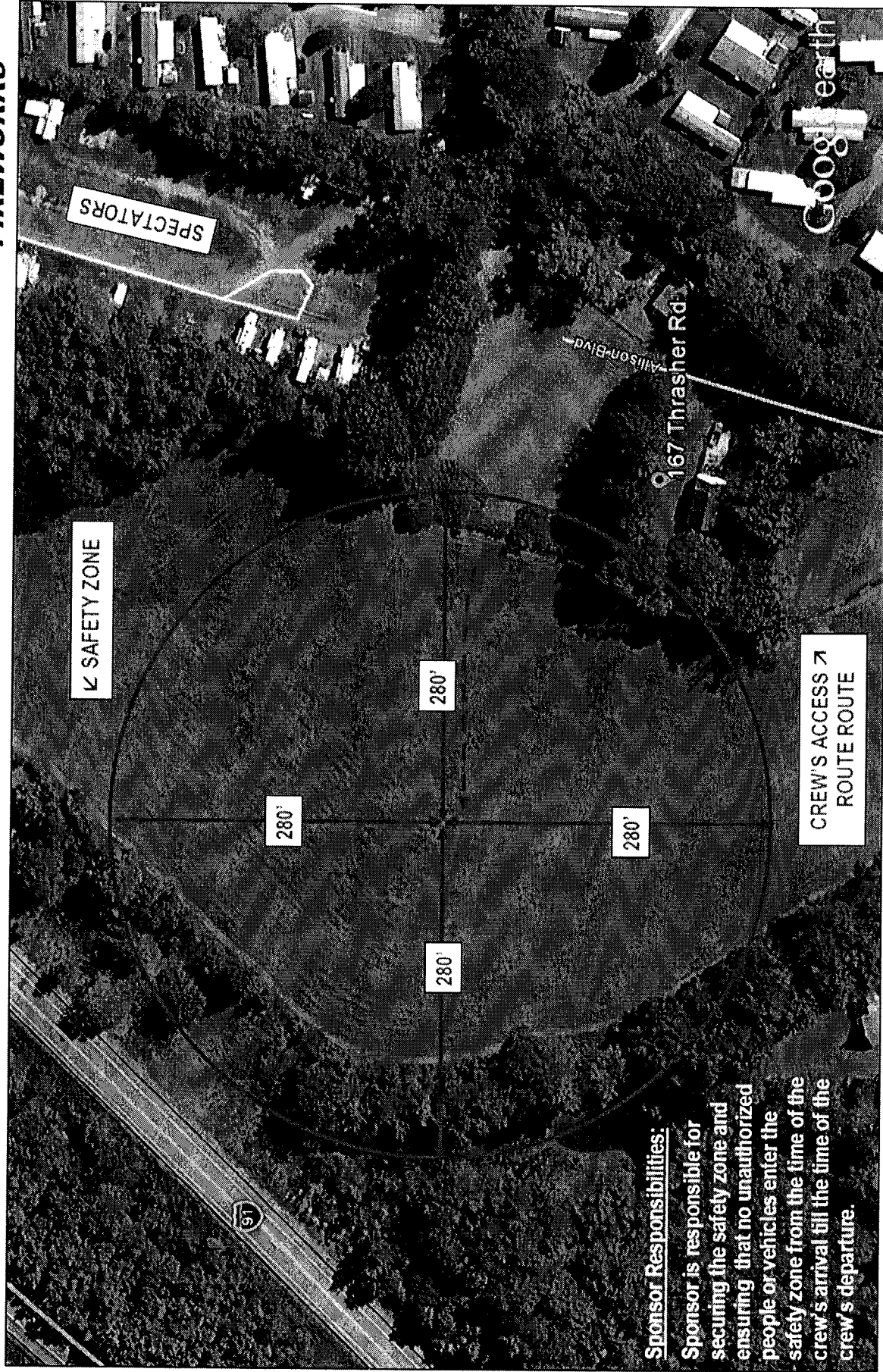
Selectboard Chair

Terms and Conditions: _____

Mark Girard

167 Thrasher Rd., Ascutney, VT

Professional, 1.3G Fireworks and Consumer, 1.4G Fireworks



Sponsor Responsibilities:

Sponsor is responsible for securing the safety zone and ensuring that no unauthorized people or vehicles enter the safety zone from the time of the crew's arrival till the time of the crew's departure.

Proposed Safety Measures for Fireworks Display

Mark Girard

167 Thrasher Rd., Ascutney, VT 05030

July 5, 2019

- ★ NFPA 1123 distances to the display will be met
- ★ Sponsor will provide perimeter security
- ★ Area of the display will be wet down before the event
- ★ Water, hand tools and personnel will be available should any ground spot fires occur
- ★ The field will be hayed 2 weeks prior to allow time for it to green up

Certificate of Insurance

19745

Issue Date: 3/11/2019

PRODUCER
Professional Program Insurance Brokerage
371 Bel Marin Keys Blvd., Suite #220
Novato, California 94949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Vermont Fireworks Co., Inc.
DBA: Northstar Fireworks Displays
P.O. Box 65
E. Montpelier, VT 05651

INSURER A: Underwriter's at Lloyd's, London

INSURER B:

INSURER C:

INSURER D:

COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/19-0006	1/24/2019	1/24/2020	EACH ACCIDENT	\$6,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$6,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is additional insured as respects the following:

Date(s) of Display:	7/5/2019
Location:	167 Thrasher Rd., Ascutney, VT 05030
Additional Insured:	Mark Girard (sponsor), Mark Girard and Amanda Athorne (property owners), Village of Ascutney, Town of Weathersfield
Rain Date(s):	
Type of Display:	Aerial Fireworks Display

The company issuing this policy has not been licensed by the State of Vermont and the rates charged have not been approved by the Commissioner of Insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

CERTIFICATE HOLDER

Mark Girard
P.O. Box 127
Ascutney, VT 05030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Crown Point Country Club Large Assembly Permit

Last year the Selectboard asked that Crown Point Country Club (CPCC) to inform the Selectboard when they planned to host their annual fireworks display. The event this year will be held on July 6, 2019. I have had CPCC fill out a large assembly permit to gather the appropriate information. The event is hosted in Springfield, so I do not feel we need to approve the permit, but parking will be at Wellwood Orchard and there will be increased traffic in the area. In the past CPCC has contracted with our Police Department to help.

Ed Morris

Town Manager

TOWN OF WEATHERSFIELD, VERMONT
APPLICATION FOR LARGE GATHERING PERMIT

Applicant: CROWN POINT COUNTRY CLUB, INC.

Mailing Address: PO Box 413

Spfld, VT 05156 Telephone: 885-1010

Property Owner: SAME AS ABOVE

Mailing Address: SAME AS ABOVE

Date/Time of Event: JULY 6, 2019 5-10PM Number Attending: 500+
RAIN DATE JULY 7th

Event Location: CPC - 155 Golf Course Rd - Spfld

Description of Event: FIREWORKS

Will alcohol be served: ☒ Yes ☐ No

Parking Location: _____

Traffic Control: Provided by employees, members and
off duty officers

Sanitation Facilities: On site - additional porta-potties
provided

Clean-Up Provisions: Done in house by employees and members
SAME AS PREVIOUS YEARS

Application No. _____ Date Submitted: _____ Fee Paid: _____

Action by Board of Selectmen: ☐ Approved ☐ Denied Date of Action: _____

Conditions [If Applicable] _____

Select Board Chairperson: _____



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P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Fire Discussion

Last meeting, we discussed the monthly fire communications meeting. I have worked with the fire chiefs and AVFA president, and we have scheduled the third Tuesday of every month at 6:30 A.M. for our monthly communication meetings. By the third Tuesday the financials for the prior month will be complete, so we can spend some time discussing them. We will also be able to schedule time at the first Selectboard meeting of each month for fire issues to be brought to the board.

At the last Selectboard meeting, we also discussed how the board wanted to move the fire discussion forward. Ascutney Fire stated they would be holding another vote to determine whether they would like to become a municipal fire department. The Selectboard asked that they report back to the board the results of the vote at the June 17th meeting. The results of this vote were 18 to 6 opposed to forming a municipal fire department. The board now needs to determine how they would like to move forward.

Ed Morris
Town Manager



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Class IV road and trail signs

In the past we have discussed placing a Class IV road sign on Cascade Falls Road. At the time, I recommended against placing this sign since we do not have signs on the other Class IV roads. Since then we have had a couple issues where there was confusion between neighbors, about whether a road was a Class IV Town road or a private road.

After talking with Ray, I recommend we work towards placing signs on all Town roads and trails. This will clearly identify all town roads and trails as public access. The Class IV road signs will identify that the road is unmaintained, and the trail signs will clearly state they are for non-motorized vehicles. The plan is to place signs on all Town roads and trails as the budget allows.

Recommendation: Authorize placing signs on all Town roads and trails.

Ed Morris
Town Manager



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(802)674-2626

P.O. BOX 550 ASCUTNEY, VT 05030

townmanager@weathersfield.org

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Town Solar Project

Since our last meeting, I have reviewed the lease given to me by Norwich Solar and have added stipulations that I feel the Town should ask for. The lease and stipulations have been reviewed by the Town attorney. I ask that you review the lease prior to Monday's meeting and be prepared to discuss the lease and stipulations.

After our discussion, I would ask that the board authorize me to sign a 25-year lease agreement with Norwich Solar for solar arrays to be placed at the transfer station and highway garage.

I would also like to discuss how the lease payments should be used. As you know the agreement benefits the Town in three ways:

- \$11,000 annual lease payment per array
- 12% discount on power
- Taxes from solar tax

After some thought and discussion with staff, I feel we should apply the lease payments to the budget of where the array is hosted (\$11,000 to the highway budget and \$11,000 to the transfer station budget). When we look at this in the context, \$11,000 at the transfer station along with a 12% decrease in electricity will make a large impact on the long-term rates we charge for solid waste collection. The Town will also benefit as a whole from the increased Grand List Value and taxes collected for the array. The same would happen in the highway budget helping to offset the cost of the Town Highway budget.

Since the last meeting, I have also learned that Nakita and Fred have submitted emails and letters to the PUC, Regional Planning Commission and Norwich Solar (attached). This letter seems to be different than what was expressed at the last Selectboard meeting but is consistent with what we have asked for from Norwich Solar. I have added the language to the lease about our array being placed and/or screened so that it is not visible from Nakita and Fred's property, and I also added the wording about addressing stormwater runoff from the site. I understand Nakita and Fred being concerned and want to make sure their concerns are addressed.

Recommendations: Authorize the Town Manager to enter into a 25-year lease agreement for the purpose of placing a 500KW solar array at the Highway Garage and Transfer Station.

Authorize the Town Manager to place the lease payment revenue into the budget associated with each property.

Ed Morris
Town Manager

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 “Property”) and Weathersfield Solar I, 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, of the Property 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 sooner of (i) the Lessee has been awarded a PUC Certificate of Public Good to install and

operate a generation facility, or (ii) the PUC denies Lessee's application for a CPG.

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 at the Property 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 Premises 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 Solar I, LLC, LESSEE

Date

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

EXHIBIT 1

SOLAR SITE LEASE AGREEMENT

SOLAR SITE I LEASE AGREEMENT, WEATHERSFIELD TRANSFER STATION

This Site Lease Agreement ("Lease") is made and entered into as of the ____ of _____ (the "Effective Date"), by and between the Town of Weathersfield, a Vermont municipality ("Lessor"), owner of a parcel of real property located at 5024 VT-106 Perkinsville, Vermont, and described in detail in **Exhibit A** hereto (the "Property") and Weatherfield Solar I, 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. 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. If Lessee desires to construct a new access road the Leased Premises or to upgrade the existing access, such improvements shall be at Lessee's sole cost and expense.

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	\$ 1,000
	At Commencement of Construction	\$ 3,000
	Upon Construction Completion	\$ 7,000
Lease Years 2 – 25	Payable on the anniversary of the Effective Date of this Lease Agreement	\$ 11,000 annually

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

(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;

(v) 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) prior to commencement of construction of the System, Lessee shall establish a decommissioning fund in the amount of \$_____ for Lessor's benefit. The decommissioning fund will initially be funded by an irrevocable standby letter of credit ("LC") that includes an auto-extension provision (i.e., "evergreen clause"), and would be issued by an A-rated financial institution solely for the benefit of the Lessor, or a security deposit to be held in a federally insured bank in the United States. No other entity shall have the ability to demand payment under the LC or withdraw funds from the deposit without the consent of the Lessor. Documentation that demonstrates the establishment of the fund shall be filed with the Lessor prior to commencement of construction.

(Still negotiating language, and amount)

(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, and shall bear full responsibility for any contamination of hazardous waste caused by the construction, operation, or decommissioning of the System.

(g) The Lessee agrees to naturally screen the solar array from public view (Norwich Solar asked to remove- Still negotiating) and from the view of the abutting neighbors to the south at Parcel # 03-02-09.001 and will establish a fund to maintain natural screening through the term of this Lease.

(h) The Lessee agrees to mitigate any increase in stormwater runoff and erosion caused by the clearing of trees, placement of the solar array, or any other act of completing this project. If Lessor determines that the project has caused or is causing increased stormwater runoff Lessor shall notify Lessee and the Lessee shall take reasonable and appropriate measures to abate such 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.

(e) 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. Notwithstanding the foregoing, Lessee acknowledges that it is Lessor's customary practice to burn brush at the Lessor's transfer station once per week throughout the year.

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 without payment of further rent or consideration.

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 Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 11(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Lessee, the Lessee Indemnites, 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 Indemnites 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. 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.

14. 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 Solar I, LLC
c/o: Norwich Technologies, Inc.
15 Railroad Row
White River Jct., VT 05001

cc: admin@norwicksolar.com

15. 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.

16. 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.

17. 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.

18. 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.

19. 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).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 Leese 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

STATE OF VERMONT
COUNTY OF WINDSOR.

On this __ date of _____, 2019, personally appeared _____ 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 Solar I, LLC LESSEE

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

STATE OF VERMONT
COUNTY OF WINDSOR.

On this ____, 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 Solar I, LLC.

Before me,

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Being a portion of the lands conveyed to _____ by Warranty Deed of _____ dated _____ and recorded at Book __, pages _____. of the Town of _____ Land Records.

The Leased Premises is more particularly described as follows:

5024 VT-106 Perkinsville, Vermont

Beginning at a point

[INSERT PROPERTY DESCRIPTION FROM SURVEY]

Said leased premises contains five (5) 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 5+/- acres as depicted in the following location map.

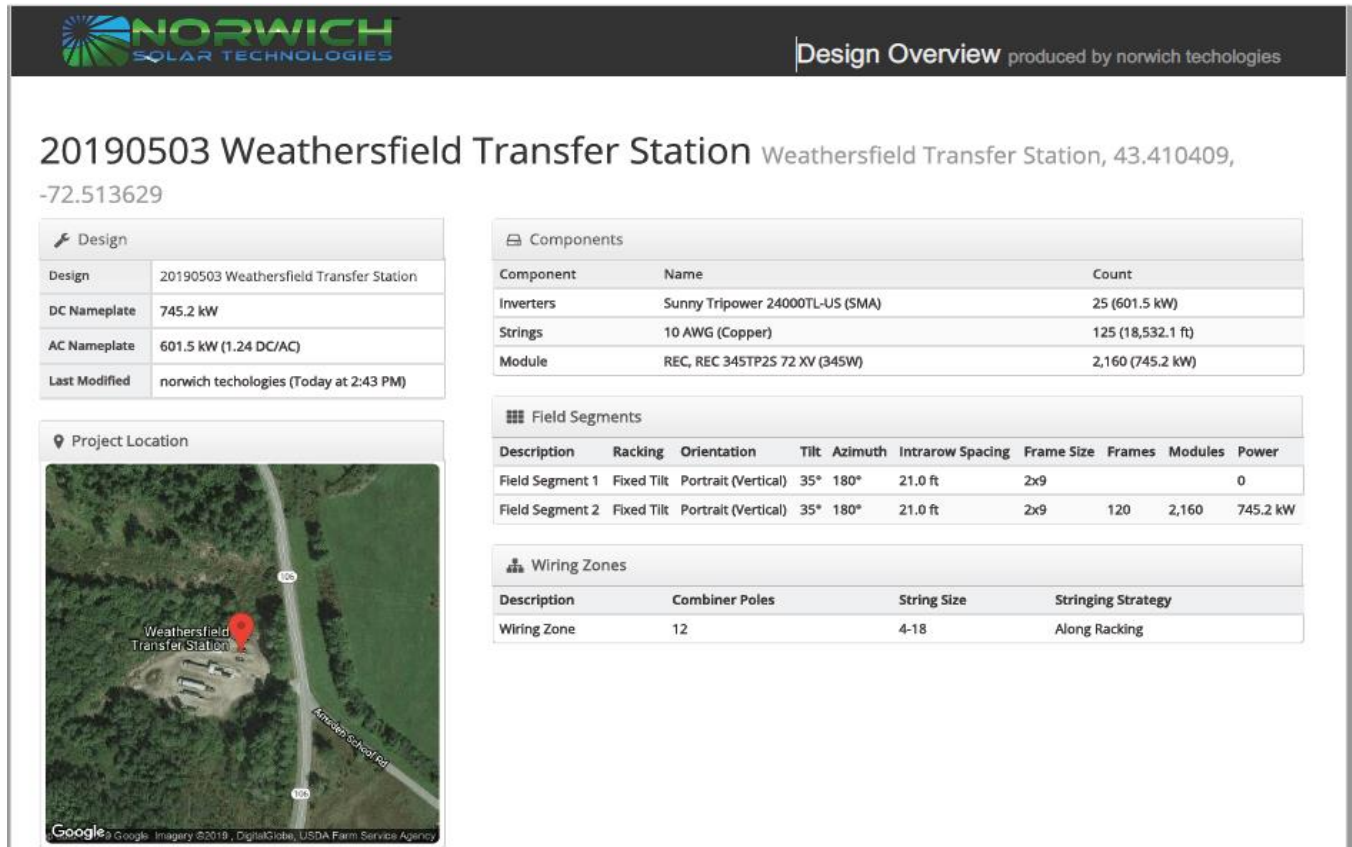


EXHIBIT C

ENCUMBRANCES

10 June 2019

Troy McBride Norwich Technologies

by email: mcbride@norwichtech.com

Martha Staskus Norwich Technologies

by email: staskus@norwichsolar.com

Judith Whitney, Clerk Vermont Public Service Board

by email: puc.clerk@vermont.gov

Linda Matteson, Environmental Commission District 3 Coordinator

by e-mail: linda.matteson@vermont.gov

Christopher Clow, P.E., Vermont Department of Transportation Engineer

by email: christopher.clow@vermont.gov

RE: 45 Day Comment Response of Nikita Lenahan and Fred Kowalik to Norwich Technology Proposed 500- kW Net Metered Solar Array in Perkinsville Vermont

Dear Mr. McBride, Ms. Staskus, Ms. Whitney, Ms. Matteson and Mr. Clow,

This letter comprises the response of adjoining landowner Nikita Lenahan and my fiancé Fred Kowalik (4782 Route 106), to the 45-day notice of intent to file a Petition for a Certificate of Public Good for a solar electrical generation facility submitted by Norwich Technologies proposing a 500-kW solar electric generation facility at the Transfer Station in the Town of Perkinsville.

I, Nikita Lenahan and fiancé, Fred Kowalik are the adjoining landowners to the proposed project at the Transfer Station. Our home, at 4782 Route 106, is right next to the proposed project and we are the nearest residence to the project; the array is in fact 295 feet from our property line which is approximately 165 feet from our current home. The proposed project is also less than 400 feet from the new home we are building at the top of our property which will be our main residency once complete.

OPPOSITION AND SPECIFIC CONCERNS

As the adjoining landowner we have numerous substantive concerns regarding the proposed project. Our concerns regarding this project include but are not limited to the items enumerated below. As the adjoining landowner we do not, by indicating these concerns here, in any way waive the right to raise any other or additional issues that

may arise as more information regarding the project is revealed through the course of §248 proceedings or as the proposed project may be amended. As the adjoining landowner we may intend to supplement this letter with more specific statements of objection and recommendation after the proponent files a Petition for CPG and they have had a chance to review it and consult with his counsel, consultants and witnesses.

As the adjoining landowner we oppose this project as it is presently proposed; more specifically we oppose the current location of the project on the host parcel and request that prior to filing its petition for a CPG, Norwich Technologies reconfigure the project to be moved out of sight from our current home and new home that is currently being built, where it may only be viewed from the Town Transfer Station. This change in configuration would substantially mitigate the adverse aesthetic and drainage impact of the proposed project from the vantage point from our current home and home that is being built at the top of the hill at 4782 Route 106. We oppose this project as it means removing 5 acres of trees and stumps for its placement which in its current location is adjacent to a wetland that frequently runs over flooding Route 106 and backing up into the lower portion of our property.

If Norwich Technologies does not reconfigure the project to address the adverse aesthetic and drainage impacts of the project for our home, we are prepared to oppose this project in the CPG proceedings including requesting technical hearing on, at a minimum, the aesthetic criteria and drainage concerns in this action at the PUC.

§248 criteria

By Vermont statute, no company.... and no person.... may begin site preparation for or construction of an electric generation facility or electric transmission facility with the State which is designed for immediate or eventual operation at any voltage... unless the Public Service Board first finds that the same will promote the general good of the State. 30 VSA §248(a)(2)(A). Each project must also meet each of the specific the §248 review criteria. While some of these criteria have been conditionally waived by the Public Service Board, that conditional waiver may be overcome by demonstration of a substantial issue relative to that criteria.

Aesthetics, Historic resources, Agricultural soils, Natural Resources, Public Health and Safety 30 VSA 248(b)(5)

Among other criteria, this project will be reviewed under 30 VSA §248(b)(5), regarding whether it will have an undue adverse effect on the aesthetics, historic resources, air and water purity, the natural environment and the public health and safety, wetlands, streams and floodways, with due consideration having been given to the criteria specified in subsection 1424a(d) and subdivisions 6086(a)(1) through (8) and (9)(K) of Title 10.

In regards to aesthetics, this project proposal injects a glaring industrial component into a rich, rural landscape. The proposed project comprises black reflective, non-organic, glass and metallic rectilinear constructions in an open landscape. Adjacent to the proposed site is a wetland which floods Route 106 between the Town Transfer Station and adjoining property at 4782 Route 106, edged by a wooded line of trees and vegetation leading to a culvert under Route 106 that remains a foot under water much of the year. The proposed project does not harmonize culturally or visually with the nearest structures, or with the natural landscape in which they are set. The proposed project also raises concerns for the safety of the public in the event that the road Route 106, becomes flooded and/or damaged from extreme runoff during the spring and rainy seasons.

The placement of the proposed solar array is directly out the kitchen window of our current home. It may also be visible in an unobstructed line of site in the winter months from our new home currently being built as well as our driveway, and accessory building. It would greatly impact the deer highway that runs over the mountain into our property, birds and other wildlife; which contributes substantially to our quality of life and to the value of our home.

Given the angle of the proposed panels and the location of our current home as well as home currently being built at the top of our property, glare from the panels is likely to be a troubling aesthetic, health and safety issue as well as cause serious drainage and runoff concerns.

Our understanding is that Public Utility Commission will assess the aesthetics of this project by utilizing the *Quechee* test. A key component of that test is whether the project proponent has used reasonable mitigation measures to harmonize the project to its surrounding environment. The Public Utility Commission must also address the concerns of extreme runoff after the removal of 5 acres of trees and their stumps which could severely and adversely impact the flow of water through the states culvert under Route 106.

Additionally, we would like it to be made known the town manager of Weathersfield, Ed Morris, stated at the June 3rd 2019 select board meeting that there are numerous alternative sites and options for this project which would significantly mitigate our aesthetic and drainage concerns.

- A. Placement. The current proposed placement of this 500-kw solar array is much closer and visible from our property located at 4782 Route 106 than is stated in the current proposal map. If the project could be moved back and inward closer to the transfer station so it would indeed only be seen from the transfer station.
- B. Landscaping. You have not proposed any landscape mitigation here. As the adjoining landowner we most sincerely oppose the present project location, and have concerns that any inartful landscaping, that will not blend in with the current natural trees and shrubby. However, we propose that you engage in at least one of the reconfiguration approaches such as, utilizing local, native hedgerow shrubs inviting to the birds and wildlife of the area which would further help to integrate the project into the natural and residential community.
- C. Wetland. Addressing the concern of runoff and water flow from the proposed site into the adjacent wetlands which is also adjacent to Route 106 potential creating a public hazard of a state-maintained road.
- D. It has also been brought to our attention that there is the great potential for another 45-day notice to be mailed regarding another 5 acres solar array at the property adjacent us to the south at the Christain Huebner property. Our concerns for this project are exactly the same as the ones expressed in the Town Transfer Station proposed site.

Our understanding is the Mr. Huebner plans to place his proposed solar project at the top of his property which is adjacent to our new home which is currently being built. The concerns are that this proposed project will also be in direct view of our new home.

In addition to the serious drainage concerns from the Transfer Station and the existing runoff issues, our property has withstood serious issues with drainage from the neighbors to our souths do to removal of trees and changing of the landscape. We have extreme concern if Mr. Huebner removes another 5 acres of trees and stumps, we will have even more run off and drainage issues.

It has also been brought to our attention through discussion with a Norwich Solar representation, Steve Snyder, that if Mr. Huebner is in fact intends to put in a solar array it would have to be connected to the Town Transfer Station project which is proposed to be directly to our north. In order for that to happen an easement of sorts would have to be granted by the Town of Weathersfield to Mr. Heubner to access the Town of Weathersfield's proposed project.

Being a small property wedged in between these two large parcels with plans for significant proposed solar array sites we have concern of not only the aesthetic, drainage, health and safety but environmental impact these projects will have on the wildlife and small stream that runs along all three properties (Huebner, Lenahan-Kowalik and Town Transfer Station).

You may have many options to refine the negative aesthetic and drainage impacts of this project. However, your failure to include any of these options in your site plan, but rather choosing to plop the array down next to an already troublesome wetland after cutting down 5 acres of trees and removing them along with their stumps creating unobstructed ground immediately outside the kitchen window of our home is both unneighborly, and demonstrates that the project as proposed would not pass the *Quechee* test at the PUC.

CONCLUSION

We the adjoining landowner Nikita Lenahan and Fred Kowalik, have deep, abiding and substantive concerns regarding these project proposals, particularly in regards to aesthetics and drainage issues. We strongly urge you to reconsider the project configuration and siting within the host at the Transfer Station parcel prior to filing your CPG application to address these concerns. We also strongly urge you to reconsider any potential project at our adjoining neighbor directly to our south (Heubner property).

We would be happy to discuss our concerns and any proposals you have for reconfiguring that project prior to your filing the CPG in the hopes that a mutually agreeable solution to these concerns could be developed prior to litigation at the PUC.

However, we strongly oppose without reconsideration any solar project that may be proposed at the Huebner property directly south of 4782 Route 106 property.

Thank you for this opportunity to comment on the project prior to filing.

Very truly yours,

Nikita Lenahan

ironik@vtelwireless.com

609-471-0608

Fred Kowalik

seriouslydemented@hotmail.com

518-545-1237



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

June 12, 2019

To: Selectboard

From: Ed Morris

Subject: Authorize sale of Town Highway Truck

As discussed at the last Selectboard meeting, we are looking for authorization to sell the 2003 Mack 10-wheeler. This truck does not have a snowplow or equipment to deal with winter road maintenance. Because of this, the 2003 Mack sits idle outside the highway garage for most of the year. Last year this truck was used in April during mud season, June for ditching, and October for hauling sand, and sat idle for the rest of the year. It is also important to note that while this truck was being used other trucks were parked at the highway garage. Some of the time this truck is used it is for the purpose of exercising it to keep it functioning.

One of the arguments for keeping this truck is that it is still in good shape and there are many contractors that would like to have this truck. We agree with this statement, but feel it is a good reason to sell this truck now. The truck would be a great truck for a contractor but does not fit the need of our department. By selling it now, we will get a better purchase price than if we continue to allow it to sit outside and depreciate in value at the highway garage.

This truck is at a point where we need to start spending money on upkeep and repairs. It is our recommendation that we sell this vehicle as part of the long-term plan to downsize our fleet of equipment, prior to spending extra money for upkeep and preventative maintenance. The truck is not needed, and it is not a good use of taxpayer money to insure and maintain a vehicle that is not really being used. As discussed at the last meeting, the addition of the proceeds from this sale to the Highway Equipment Reserve will give us the options we need as we plan to purchase our next snowplow in FY2021.

After receiving an assessment, we recommend selling the 2003 Mack for \$42,500 but would like the ability to negotiate the sale. To ensure we get a good deal, I would like authorization to sell the truck for what we feel is a good price for the Town, and is agreed upon between the Highway Supervisor, Town Manager, and Selectboard Highway Representative.

Recommendation: Authorize the Town Manager to sell the 2003 Mack 10-wheeler for an amount agreed upon between the Highway Supervisor, Town Manager, and Selectboard Highway Representative.

Ed Morris
Town Manager



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Participate in Grants in Aide

We are again eligible to participate in the State grant in aid program for FY2020. As in the past this grant is for work to complete bringing a hydraulically connected section of road into compliance with Act 64. This year they have also added some equipment purchases to the grant. The state has offered the Town of Weathersfield \$17,300 if we match \$4,325 (cash or in kind). This brings the total grant project amount to \$21,625.

We plan to use this money to bring sections of Skyline Drive into compliance with Act 64. With the addition of our hydro seeder, we should easily be able to supply our match with in-kind donations. I recommend the board approve accepting this grant.

Recommendation: Authorize the Town Manager to accept the 2019-2020 Grant in Aid in the amount of \$17,300.

Ed Morris
Town Manager

INVITATION TO PARTICIPATE IN MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

TO: Vermont Municipal Officials
FROM: Southern Windsor County Regional Planning Commission
Cindy Ingersoll, Chris Yurek
RE: Letter of Intent to Participate in a Municipal Roads Grants-in-Aid Program:
Funding Assistance in Municipal Road General Permit Compliance

Vermont's Regional Planning Commissions (RPC) and the Department of Environmental Conservation (DEC) invite your municipality to participate in the Municipal Roads Grants-in-Aid Program. This program provides funding for municipalities to implement best management practices (BMPs) in compliance with the DEC Municipal Roads General Permit (MRGP).¹

DEC has set aside \$2.9 million to support BMP implementation under this program. In addition, DEC has allocated \$100,000 for purchase of equipment for communities that have the majority of their land base in the White River, Ottauquechee-Black and Southern Lake Champlain watersheds. DEC will work with the RPCs to provide grant funds to participating Vermont municipalities that agree to the terms (see attached participation commitment letter). Your municipality must return the signed letter **by July 3, 2019** to be eligible (page 3 of this invitation letter).

DEC will offer funding to participating municipalities to implement BMPs on hydrologically connected road segments that currently do not meet standards.² A municipality's funding award depends upon:

- The number of hydrologically connected roads, sorted into five-mile increments.; and
- The number of participating municipalities. Additional funds may become available should some municipalities decide not to participate. **Refer to the attached DEC Base Offer for your municipality to see the amount of funding you are eligible to receive.**

Grants-in-Aid awards will be made available through RPCs, which will submit reimbursement requests to DEC on behalf of municipalities. DEC will reimburse up to 80% of the municipality's documented construction expenses, including in-kind support, for BMPs on hydrologically connected roads.

Participating municipalities agree to:

- Construct the additional BMPs on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete the project by October 31, 2019, or if more time is necessary, by the final completion date of June 30, 2020.
- Sign the commitment letter to confirm the municipal responsibilities of the program.
- Document project costs and provide a minimum of 20% local match (cash or in-kind) for BMP construction
- Match for BMP construction can include in-kind contributions such as transportation, municipally-owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- If eligible, provide 20% local cash match for purchase of equipment.
- Work with your RPC to select projects, conduct site visits, obtain technical assistance, compile invoices, and seek reimbursement from DEC.
- Comply with the MRGP before requesting reimbursement from the State for construction and equipment costs. Full compliance with the MRGP includes full payment of MRGP fees due by June 1, 2019, required MRGP forms and Annual Planning Report.

¹ MRGP available at: <http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>.

² Hydrologically connected roads are those that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands) as defined by the MRGP.



38 Ascutney Park Road
Post Office Box 320, Ascutney, VT 05030
802 674-9201 / fax 802 674-5711
www.swcrpc.org

DEC agrees to:

- Use a formula, based on the number of hydrologically connected municipal road miles, in determining the monies appropriated to each participating municipality; and
- Make payments on a reimbursement basis, upon receipt of invoices submitted from Regional Planning Commission on behalf of participating municipalities. DEC will reimburse 80% of documented costs for BMP construction and purchase of equipment up to the final award amount for each municipality.

Regional Planning Commissions agree to:

- Assist municipalities by: (a) serving as the municipalities' point-of-contact and fiscal agent for reimbursement of expenses under the program; (b) providing maps of connected road segments to participating municipalities; (c) providing technical assistance to towns in project selection, mapping and construction techniques; (d) posting clean water project signs for publicly visible projects during construction when feasible, and (e) aiding municipalities in tracking and reporting deliverables.
- Securing letters of intent to participate in the program coordinated statewide through the Northwest Regional Planning Commission in St. Albans.

Eligible BMPs according to the MRGP Standards:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads; and
- Stabilizing catch basin outlets.

If you have any questions about the Municipal Grants-in-Aid Project, please contact
Cindy Ingersoll at cingersoll@swcrpc.org for administrative questions, or
Chris Yurek at cyurek@swcrpc.org for technical questions.

For questions about the Municipal Roads General Permit please refer to the DEC website:
<http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>.

We look forward to hearing from you soon.

Sincerely,

Southern Windsor County Regional Planning Commission

**LETTER OF INTENT TO PARTICIPATE IN THE
MUNICIPAL ROADS GRANTS-IN-AID PROGRAM**

(page 3 of 3)

We, the Legislative Body of the Municipality of _____, certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed, if possible, by October 31, 2019, or by the final completion date of June 30, 2020.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Contact your regional planning commission or refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically-connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Consult with the Regional Planning Commission prior to construction of the BMPs to conduct a required site visit and verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a clean water project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and cash). Match can include quantified in-kind contributions such as transportation, municipally-owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Work with the Regional Planning Commission to complete all reporting and invoicing requirements.

Comply with the MRGP before requesting reimbursement from the State for construction and equipment costs. Full compliance with the MRGP includes full payment of MRGP fees due by June 1, 2019, required MRGP forms and Annual Planning Report.

Please indicate by checking one of the boxes below the anticipated project completion date (for planning purposes only):

☐ October 31, 2019

☐ June 30, 2020

Date: _____

(Duly Authorized Representatives)

This signed letter is due by July 3, 2019

Return signed commitment letter to: Municipal Roads Grants-in-Aid Program, c/o Northwest Regional Planning Commission, 75 Fairfield Street, St. Albans, Vermont 05478 or email to GIA@nrpcvt.com and copy Cindy Ingersoll, SWCRPC at cingersoll@swcrpc.org.

MUNICIPAL ROADS GRANTS-IN-AID PROGRAM EQUIPMENT PURCHASE

TO: Vermont Municipal Officials
White River, Ottauquechee-Black River and Southern Lake Champlain Watersheds

FROM: Southern Windsor County Regional Planning Commission
Cindy Ingersoll, Chris Yurek

RE: Letter of Intent to Participate in a **Municipal Roads Grants-in-Aid Program:
Equipment Purchase**

Vermont Department of Environmental Conservation (DEC) offers select municipalities funding to purchase up to one piece of equipment that will support Municipal Roads General Permit (MRGP) implementation. Your municipality is eligible for equipment funding, as the majority of your municipality is located within the SFY 2020 targeted watersheds: White River, Ottauquechee-Black River, and Southern Lake Champlain. Equipment eligible for purchase is described below. Municipalities must enroll in the SFY 2020 Grants-in-Aid program and construct best management practices on hydrologically connected municipal road segments in order to be eligible for equipment purchase grants.

DEC will reimburse up to 80% of the municipality's documented equipment cost, up to the State maximum award amount in the table below. If demand exceeds available funding, then equipment purchase will be prioritized for municipalities with the greatest number of hydrologically connected municipal road miles.

Please fill out, sign, and return the Letter of Intent to Participate in the Equipment Purchase program on the following page.

Equipment eligible for purchase:

Equipment type	Total maximum amount	State maximum award (80% of equipment cost)	Cash match required (20% of equipment cost)
Roller compactors for attachment to grader to improve road crown	\$7,500	\$6,000	\$1,500
Leaf blowers to clean leaves and sediment from ditches and reduce culvert plugging	\$5,500	\$4,400	\$1,100
Hydroseeders to accelerate revegetation of disturbed soil areas	\$7,500	\$6,000	\$1,500
Plate or jumping-jack compactors to install drainage culverts	\$4,000	\$3,200	\$800
Tractor-mounted shoulder discs to remove high road shoulders	\$8,000	\$6,400	\$1,600
Haybale shredder to distribute hay mulch on disturbed soil areas	\$7,600	\$6,080	\$1,520

If you have any questions about the Municipal Grants-in-Aid Project, please contact Cindy Ingersoll @ cingersoll@swcrpc.org for administrative questions, or Chris Yurek at cyurek@swcrpc.org for technical questions.

For questions about the Municipal Roads General Permit please refer to the DEC website: <http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/municipal-roads-program>.

Thank you for your attention, and we look forward to hearing from you soon.

Sincerely,

Southern Windsor County Regional Planning Commission

**LETTER OF INTENT TO PARTICIPATE IN THE
RPC/DEC MUNICIPAL ROADS GRANTS-IN-AID PROGRAM
EQUIPMENT PURCHASE**

We, the Legislative Body of the Municipality of _____ certify that
the municipality will:

- Upon a notice to proceed, purchase up to one piece of equipment, indicated below, to support MRGP implementation and provide 20% cash match for equipment purchase by the final completion date of June 30, 2020. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Indicate piece of equipment of interest for purchase (check one):
 - ☐ Roller compactors for attachment to grader to improve road crown (State maximum award amount \$6,000, cash match required \$1500 or 20% of equipment cost)
 - ☐ Leaf blowers to clean leaves and sediment from ditches and reduce culvert plugging (State maximum award amount \$4,400, cash match required \$1100 or 20% of equipment cost)
 - ☐ Hydroseeders to accelerate revegetation of disturbed soil areas (State maximum award amount \$6,000, cash match required \$1500 or 20% of equipment cost)
 - ☐ Plate or jumping-jack compactors to install drainage culverts (State maximum award amount \$3,200, cash match required \$800 or 20% of equipment cost)
 - ☐ Tractor-mounted shoulder discs to remove high road shoulders (State maximum award amount \$6,400, cash match required \$1600 or 20% of equipment cost)
 - ☐ Haybale shredder to distribute hay mulch on disturbed soil areas (State maximum award amount \$6,080, cash match required \$1520 or 20% of equipment cost)
- Purchase the equipment following relevant municipal procurement practices or policies.
- Submit a signed operation and maintenance agreement to operate and maintain equipment according to manufacturer's specifications for the equipment's design life.
- Work with your local Regional Planning Commission to complete the equipment reporting requirements including the final performance report (refer to page 3 of this letter), invoices/receipts, photos of equipment in use, a copy of the maintenance manual and transfer of ownership letter (template to be provided by the state).

_____ Date: _____

(Duly Authorized Representatives)

This signed letter is due by July 3, 2019

Return signed commitment letter to: Municipal Roads Grants-in-Aid Program, c/o Northwest Regional Planning Commission, 75 Fairfield Street, St. Albans, Vermont 05478 or email to GIA@nrpcvt.com and copy Cindy Ingersoll, SWCRPC at cingersoll@swcrpc.org.

**MUNICIPAL ROADS GRANTS-IN-AID PROGRAM
FINAL PERFORMANCE REPORT
EQUIPMENT PURCHASE**

Project Information

Municipality:

Report date:

Grants-in-Aid funding amount:

Total match documented (20% of total project(s) cost):

*For your reference. Do not
return with Letter of Intent.*

Indicate Equipment Type:	
Performance Measure Type	Performance Measure Value
Estimated hours equipment in use per year	
Estimated road miles improved through use of equipment per year (applies to roller compactors, leaf blowers, and tractor-mounted shoulder discs)	
Estimated number of culverts installed through use of equipment per year (applies to plate and jumping-jack compactors)	
Estimated acres stabilized through use of equipment per year (applies to hydroseeders and haybale shredder)	

Please include the following attachments in your submission for reimbursement with this form:

- 1. A copy of the invoice or receipt for equipment purchase**
- 2. A copy of the signed operation and maintenance agreement to operate and maintain equipment according to manufacturer's specifications for the equipment's design life**
- 3. A copy of the equipment maintenance manual**
- 4. Photos of the equipment purchased in use (submit as individual JPG files -minimum resolution 300 dpi)**
- 5. A written request to retain ownership of the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement (template to be provided by the state)**

Submit all required documentation to: Cindy Ingersoll at cingersoll@swcrpc.org and Chris Yurek at cyurek@swcrpc.org

SFY 2020 Municipal Roads Grants-in-Aid Program Initial Offer Based 100% Participation

Based on estimated hydrologically connected municipal road miles, subject to available State of Vermont funding

Municipality Name	State Estimate: Connected Road-Mile by Range	DEC Original Base Offer	20% Local Match (Cash or In-Kind)	Total	Eligible for Equipment Purchase
Andover	<15-20 Connected Road-miles	\$8,100	\$2,025	\$10,125	No
Baltimore	<3-5 Connected Road-Miles	\$2,000	\$500	\$2,500	Yes
Cavendish	<30-35 Connected Road-miles	\$15,000	\$3,750	\$18,750	Yes
Chester	<50-55 Connected Road-miles	\$24,300	\$6,075	\$30,375	No
Ludlow	<35-40 Connected Road-miles	\$17,300	\$4,325	\$21,625	Yes
Ludlow Village	<5-10 Connected Road-miles	\$3,400	\$850	\$4,250	Yes
Reading	<25-30 Connected Road-miles	\$12,700	\$3,175	\$15,875	Yes
Springfield	<60-65 Connected Road-miles	\$28,900	\$7,225	\$36,125	Yes
Weathersfield	<35-40 Connected Road-miles	\$17,300	\$4,325	\$21,625	Yes
West Windsor	<25-30 Connected Road-miles	\$12,700	\$3,175	\$15,875	Yes
Windsor	<20-25 Connected Road-miles	\$10,400	\$2,600	\$13,000	Yes
	TOTAL:	\$152,100	\$38,025	\$190,125	



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Village Planning

Earlier this year we applied for a Better Connections Grant for the purposes of planning the Village of Ascutney. We were unsuccessful in obtaining this grant, but I feel we still need to move forward with visioning and planning both the villages of Ascutney and Perkinsville. The grant focused on a consultant that would work with a village planning steering committee with an ultimate goal of completing a village plan. Without the grant we will not have access to the facilitators, engineers, and architects, but we could still complete the brainstorming sessions and start to develop a plan.

I would like to create a village planning committee to open the discussion of what could be possible for the future of the villages. After talking with Regional Planning and the State Department of Commerce and Community Development, they feel starting the process would strengthen our future applications for the Better Connections Grant.

My thought would be to have a committee that we could break down into sub committees to vision each village with a tie back to a Town wide concept. The # of committee members can be determined after we receive applications. The committee will not be a long-standing committee but will meet until the project is complete.

Recommendation: Authorize the Town Manager to accept applications for a Selectboard appointed Village Planning Committee.

Ed Morris
Town Manager



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Town Branding

I have been thinking for a while that we need to formalize a Town branding campaign. I do not know if anything has been done in the past, but there has been no consistency since I have been here or in the past as far as I can tell. I feel working through a branding campaign to solidify a Town Logo (to accompany the seal we have been using), as well as revisiting and determine colors, identifying how the Town will be portrayed and other branding type items will be a good way to start to bring consistency and will build Town pride. This will be important as we continue forward with our trail building, increase in community events, and eventually village signage and upgrades.

I would like to build a committee of qualified people to work with me on this venture. My plan is to have a Town Manager committee to help advise me on branding issues. The committee will help research and guide the process.

The process will consist of public input and meetings to gather as much information as possible before making a recommendation to the Selectboard. This will be very similar to the economic development committee that was established early in my tenure. At that time, I let the board know about this committee as well.

My intention with this agenda item is to inform the Selectboard of my intention and receive your input on the branding project and committee. My intention is to create this committee, but to have this discussion to ensure Selectboard approval.

Ed Morris
Town Manager



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Park and Recreation recap

I want to give an update on the Parks and Recreation Committee's events from this past fiscal year. As you may know, we made a concerted effort to host more community events this past year. Attached is a list of the events that were hosted along with participation numbers. The increased events have caused us to overspend this line item (\$500 budgeted and \$2,466 projected after fishing derby). The plan was to ask the Selectboard to move some money from the Parks and Recreation Reserve (currently \$19,008), as discussed during this past budget year, but the General Fund is on budget even with this increased line item.

I have talked with Mark Richardson about FY2020, and he plans to discuss next years budget with the Committee. We will be coming to you early in the FY2020 budget to get approval to spend reserves for next years community events.

Overall, we have been seeing increased participation. We have been thinking of ways to market better and believe participation will continue to grow.

Ed Morris
Town Manager

Weathersfield Parks and Recreation Events 2018-2019

[illegible]



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Appointment Discussion

Two meetings ago, Mike Todd asked that we add Oath of Office discussions to the agenda. At that time Kelly stated we should also discuss the appointment process and whether or not the Selectboard would like to add an application process to some of the appointments.

I have talked to Flo-Ann about the oath of office, and she stated there has been some consideration as to what appointments need to take an oath of office. There has been discussion of this in the past and discussion has centered around whether the committee/commission had authority to spend money. To reduce this confusion, I recommend all elected and Selectboard appointed positions be required to take an oath of office at the beginning of each term.

As for the discussion of an application process, I do feel it would be good to have an application for some positions. I do not feel we should put requirements on most appointments but having an application that asks a few questions about why someone wants the position, or why they feel they would be a good appointment ensures people have thought through the position applied for.

I have attached an example of a Board/Commission application from Manchester Vermont for your review.

Ed Morris
Town Manager

TOWN OF MANCHESTER, VERMONT

APPLICATION FOR APPOINTMENT TO TOWN BOARDS AND COMMISSIONS

PLEASE NOTE THAT TO APPLY FOR AND REMAIN ON THESE BOARDS, COMMITTEES OR COMMISSIONS, YOU MUST BE A LEGAL RESIDENT OF THE TOWN OR VILLAGE OF MANCHESTER

TYPE OF APPLICATION: ☐ New Applicant ☐ Renewal Applicant

NAME	E-MAIL ADDRESS
MAILING ADDRESS	DAYTIME PHONE NUMBER
STREET ADDRESS	CELL PHONE NUMBER

Please indicate the board/commission/committee that you are interested in serving on by selecting below. You may select more than one, but please indicate preference as 1st, 2nd, or 3rd.

CHECK ONE OR MORE	SELECT PREFERENCE 1 st , 2 nd , 3 rd	BOARDS/COMMITTEES/COMMISSIONS
<input type="checkbox"/>		Advisory Committee on Cemeteries (3-year term): Responsible for advising the Selectboard on policy, planning, finance, operations and other matters related to the Factory Point Cemetery.
<input type="checkbox"/>		Bennington Regional Commission (3-year term): Responsible for providing direct service to, and coordinating land use planning issues between member municipalities in Bennington County. Meets during evening hours bi-monthly and as needed.
<input type="checkbox"/>		Conservation Commission (3-year term): Works on projects directly, or provides advisory support to other boards, related to a broad range of conservation related issues. These may include land, water, forests, energy or other matters of interest. Meets on a project related basis as needed.
<input type="checkbox"/>		Design Advisory Board (3-year term): Responsible for reviewing architectural plans and sign designs for new projects or renovations located within the Town's commercial and historic districts. Site visits and preparatory work may be required. Meets on Wednesday evenings typically twice per month.
<input type="checkbox"/>		Development Review Board (3-year term): Responsible for reviewing all design review applications, larger commercial or residential development projects, subdivisions, and cases involving unique aspects of law (variances, waivers, etc.). Meets on Wednesday evenings typically twice per month.
<input type="checkbox"/>		Park and Recreation Committee (3-year term): Serves as the advisory committee to the Selectboard on all matters relative to park and recreation. Subcommittee work may be required. Meets at 5:00 P.M. once a month.
<input type="checkbox"/>		Planning Commission (4-year term): Responsible for short and long range planning, conducting special studies on land use issues, creating the Town Plan and Zoning Ordinance and advising other boards on matters as related to Town Plan goals and policies. Meets on Monday evenings typically twice per month.
<input type="checkbox"/>		Tree Committee (3-year term): Traditionally works on projects involving trees on public property or along public roads, usually in highly visible areas such as the downtown core and public parks. Meets as needed typically once or twice a year.
<input type="checkbox"/>		Board of Water Commissioners (lifetime appointment): Traditionally meets quarterly, as well as special meetings. Charged with oversight of the Water Department, development of policy and budgetary development.

NAME: _____

1. Are you current with all your financial obligations (property taxes, water/sewer fees, etc.) with the Town?
☐ YES ☐ NO

If no, please explain: _____

2. **FOR NEW APPLICANTS ONLY:** Are you able to attend at least 85% of meetings/hearing? ☐ YES ☐ NO

If no, please explain: _____

3. **FOR CURRENT BOARD MEMBERS ONLY:** Did you attend at least 85% of meetings during your previous term?

☐ YES ☐ NO If no, please explain: _____

Will you be able to continue to attend at least 85% of meetings/hearing? ☐ YES ☐ NO

If no, please explain: _____

The information that I submitted is true and accurate to the best of my knowledge. If appointed I agree to abide by all applicable State laws and Town regulations, including the Town's conflict of interest policy.

Signature of Applicant

Date

Return Application To:

Leslie Perra

***Town Manager's Office-Board Appointments,
6039 Main Street, Manchester Center, VT 05255***

For questions please call 802-362-1313

FOR TOWN USE ONLY:

Board appointed to: _____

Term expires on: _____

Board appointed to: _____

Term expires on: _____



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

June 12, 2019

To: Selectboard
From: Ed Morris
Subject: Veterans Memorial Committee Discussion

During the last audit the auditors pointed out that the Town had money on the books for agencies that were not Selectboard appointed Town committees. We started with 12 agency funds and will be down to one this year.

One of the agency funds that we had on the books was the Veterans Memorial Committee. In the past the committee had a Selectboard representative (Chip Cobb) but were not an official Town committee. During this process I asked the Veterans Memorial Committee if they would like to continue as a private committee, that would have to handle their own finances, or become a Selectboard appointed committee. They have decided they would like to continue serving the veterans of our community as a Selectboard appointed committee. For now, we have moved their funds into the Veterans Memorial Reserve that was established during the effort to construct the memorial. If the Selectboard decides to make the Veterans Memorial Committee an official Town committee, we will need to present an article to the citizens changing the purpose of this reserve fund.

I recommend establishing a seven-member committee made up of community members. As with other committees, they can allow more participation, but we would have seven open appointments to officially serve.

Recommendation: Establish a Town sanctioned Veterans Memorial Committee made up of seven appointed community members.

Ed Morris
Town Manager

Meeting date June 17, 2019
 AP warrant date 06/12/19
 Payroll warrant date 1 06/06/19
 Payroll warrant date 2 06/13/19



TOWN OF WEATHERSFIELD, VERMONT

Warrants for Meeting of June 17, 2019

	Check Date	Payroll	Operating Expenses
General Fund	06/06/19	\$7,876.00	
	06/13/19	\$8,176.35	
AP	6/12/2019		\$101,201.08
Total		\$16,052.35	\$101,201.08
Highway Fund	06/06/19	\$5,404.82	
	06/13/19	\$4,392.62	
AP	6/12/2019		\$4,619.86
		\$9,797.44	\$4,619.86
Solid Waste Mgmt F.	06/06/19	\$927.94	
	06/13/19	\$755.62	
AP	6/12/2019		\$7,717.22
Total		\$1,683.56	\$7,717.22
Library	06/06/19	\$966.96	
	06/13/19	\$966.96	
AP	6/12/2019		\$269.76
Total		\$1,933.92	\$269.76
Grants	06/12/19		\$37,318.00
Agency Monies	06/12/19		
Reserves	06/12/19		
Long Term Debt	06/12/19		
Grand Totals		\$29,467.27	\$151,125.92

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 \$180,593.19. Let this be your order for the payments of these amounts.

06/12/19

Town of Weathersfield Accounts Payable

Page 1 of 3

02:53 pm

Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ALLA	ALLARD'S PORTABLE TOILETS	05/30/19	Handicap unit June 19 JUNE 19	11-7-302-38.85 Town Parks	195.00	221317	06/12/19
AFD#2 WAT	ASCUTNEY FIRE DISTRICT #2	06/05/19	Past due Libby cash pd LIBBYPAST DU	11-6-101-99.00 Miscellaneous Revenue	63.00	221319	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/11/19	Key Kwikset L03639	11-7-201-20.00 Office Supplies	7.57	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/07/19	Power scrub roller L03982/1	11-7-302-39.00 1879 School house Maint	13.79	221321	06/12/19
BCBS VLCT	BLUECROSS BLUESHIELD OF V	06/11/19	July19 Premiums JULY19 PREMI	11-1-030-00.00 Prepaid Expenses & Insr	14325.00	221322	06/12/19
BRADL	BRADLEY, SCOTT	06/11/19	overpymt refund 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	1194.72	221323	06/12/19
COMPETIT	CCI MANAGED SERVICES	06/03/19	June 19 contract amount CW-45155	11-7-101-25.05 LAN Networking Services	1751.52	221327	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	11-7-103-14.10 Insurance Benefits	8.70	221329	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	11-7-201-14.10 Insurance Benefits	21.46	221329	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	11-7-105-14.10 Insurance Benefits	4.61	221329	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	11-7-101-14.10 Insurance Benefits	26.07	221329	06/12/19
COMCASTBU	COMCAST BUSINESS	06/04/19	WWVFD April&May19 877350144MAY	11-7-207-30.00 WWVFD Funding	350.74	221330	06/12/19
CONGDON	CONGDON, JENNIFER B.	06/11/19	Overpaymt 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	516.93	221331	06/12/19
FAIRPOINT	CONSOLIDATED COMMUNICATIO	06/04/19	May 19 6742626MAY19	11-7-103-31.00 Telephone	22.99	221332	06/12/19
FAIRPOINT	CONSOLIDATED COMMUNICATIO	06/04/19	May 19 6742626MAY19	11-7-201-31.00 Telephone/communications	28.19	221332	06/12/19
FAIRPOINT	CONSOLIDATED COMMUNICATIO	06/04/19	May 19 6742626MAY19	11-7-101-31.00 Telephone	226.28	221332	06/12/19
COOKANDRE	COOK, ANDREW	06/11/19	Overpayment 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	328.38	221333	06/12/19
FLOANN	DANGO, FLO-ANN	05/30/19	mileage Jan-June19 MILEAGEJAN-J	11-7-103-29.00 Expense Reimbursement	40.32	221334	06/12/19
FLOANN	DANGO, FLO-ANN	05/30/19	Special mtg food SPECMTGFOOD	11-7-103-39.00 Town Meetings and Electio	27.11	221334	06/12/19
CAROLD	DANIELS, CAROL & PETER	06/11/19	overpymt refund 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	1138.03	221335	06/12/19
LYNNETTE	ESTY, LYNNETTE	06/05/19	Travel and Hrs for flags MEMORIAL19FL	11-7-302-38.89 Memorial Day	170.77	221336	06/12/19
FIRST	FIRST CONGREGATIONAL CHUR	06/12/19	Overpayment 18-19 REFUND18-19	11-2-020-01.00 Over payments received	15.50	221337	06/12/19
GALLS	GALLS, LLC	05/10/19	Radio Pouch 012693775	11-7-201-24.00 Equipment and Supplies	31.93	221340	06/12/19
GALLS	GALLS, LLC	05/14/19	Pistol pouch 012721656	11-7-201-24.00 Equipment and Supplies	8.86	221340	06/12/19
GALLS	GALLS, LLC	05/29/19	Handcuff 012833714	11-7-201-24.00 Equipment and Supplies	33.79	221340	06/12/19

06/12/19
02:53 pm

Town of Weathersfield Accounts Payable
Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (General Fund)
For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Page 2 of 3
Account

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
GALLS	GALLS, LLC	05/29/19 PD supplies 012835920	11-7-201-24.00 Equipment and Supplies	154.99	221340	06/12/19
GALLS	GALLS, LLC	05/30/19 light tactical shor 012845269	11-7-201-15.00 Uniforms and Cleaning	74.98	221340	06/12/19
GOLDEN	GOLDEN CROSS AMBULANCE IN	06/01/19 June 19 19-7863JUNE	11-7-204-45.00 Golden Cross Ambulance	1859.00	221342	06/12/19
GMP	GREEN MOUNTAIN POWER	06/05/19 May 19 Electric 200002MAY19	11-7-302-39.00 1879 School house Maint	40.93	221344	06/12/19
GMP	GREEN MOUNTAIN POWER	06/04/19 Apr&May 19 APR&MAY19	11-7-207-30.00 WWVFD Funding	448.15	221344	06/12/19
GMP	GREEN MOUNTAIN POWER	06/11/19 DH May 19 MAY19 20009	11-7-205-31.10 Fire Hydrant El Service	-1.02	221344	06/12/19
GREENSCRE	GREEN SCREEN GRAPHICS	06/04/19 Roll of honor sign 9703	11-7-302-38.89 Memorial Day	125.00	221345	06/12/19
HARTFORD	HARTFORD, TOWN OF	06/12/19 Dispatch services Apr-Jun 10059	11-7-205-45.10 Dispatching Service	2688.00	221347	06/12/19
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/06/19 General municipal 23982	11-7-101-43.00 Legal Fees	295.72	221348	06/12/19
HERSHENSO	HERSHENSON, CARTER, SCOTT	06/06/19 Zoning appeal 23983	11-7-105-43.60 Legal Expense - Enforceme	1581.22	221348	06/12/19
CAROLYNH	HIER, CAROLYN A.	06/06/19 FY19 Mileage FEB-MAY19	11-7-104-29.00 Expense Reimbursement	122.96	221349	06/12/19
LEAF	LEAF	06/05/19 June rental 9478550	11-7-101-44.00 Copier Lease	188.23	221351	06/12/19
MORRISEDW	MORRIS, ED	06/05/19 May19 Mileage MILEAGEMAY	11-7-101-29.20 Travel/Mileage	255.08	221352	06/12/19
NE MUN	NEMRC	06/01/19 Annual Disaster Recovery 43952	11-1-030-00.00 Prepaid Expenses & Insr	652.39	221353	06/12/19
NE MUN	NEMRC	06/01/19 CAMA Listers 43975	11-1-030-00.00 Prepaid Expenses & Insr	652.39	221353	06/12/19
NE MUN	NEMRC	06/01/19 Annual Support 44012	11-1-030-00.00 Prepaid Expenses & Insr	1460.81	221353	06/12/19
VTAGHUMAN	OFFICE OF CHILD SUPPORT	06/06/19 Payroll Transfer PR-06/06/19	11-2-011-07.00 Garnishments	312.49	221354	06/12/19
VTAGHUMAN	OFFICE OF CHILD SUPPORT	06/13/19 Payroll Transfer PR-06/13/19	11-2-011-07.00 Garnishments	312.49	221354	06/12/19
SPURRS	SPURRS REPAIR	05/22/19 WWVFD F550SD XLT 20569	11-7-207-53.10 WWVFD Fire Equip Repair	443.70	221357	06/12/19
SPURRS	SPURRS REPAIR	05/22/19 WWVFD E-2 20570	11-7-207-53.10 WWVFD Fire Equip Repair	410.42	221357	06/12/19
VTAXGAR	STATE OF VERMONT	06/04/19 GARNISHMENT MARCH-JUNE6	11-2-011-07.00 Garnishments	156.00	221358	06/12/19
SULLIVANC	SULLIVAN, CATHY	06/01/19 June19 Animal control JUNE 19	11-7-202-10.10 Animal Control-Contracted	150.00	221359	06/12/19
THOM	THOMAS, MICHAEL & BARBARA	06/11/19 overpayment refund 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	995.51	221361	06/12/19
TOWNWEATH	TOWN OF WEATHERSFIELD	06/06/19 Payroll Transfer PR-06/06/19	11-2-011-15.00 Miscellaneous Deduction	119.70	221362	06/12/19
VALLEYNEW	VALLEY NEWS	05/31/19 Special meeting 128472MAY19	11-7-101-23.50 Advertising	330.32	221364	06/12/19

06/12/19

Town of Weathersfield Accounts Payable

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02:53 pm

Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (General Fund)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VLCT MUNI	05/23/19	Auditors workshop 2019-20624	11-7-102-27.00 Tuition and Training	60.00	221365	06/12/19
VLCTEMPLO	06/04/19	Q3 Unemployment ins UNEMPLOYTQ3	11-1-030-00.00 Prepaid Expenses & Insr	146.00	221366	06/12/19
VLCTPRO1	06/04/19	Prepaid insurance 0785JULY2019	11-1-030-00.00 Prepaid Expenses & Insr	30208.00	221367	06/12/19
WWVFD	06/04/19	April19 Charges APRIL19	11-7-207-30.00 WWVFD Funding	721.34	221368	06/12/19
WWVFD	06/04/19	Phone,Maple lanes MARCH19	11-7-207-30.00 WWVFD Funding	175.40	221368	06/12/19
WEXFLEET	06/11/19	May 19 gas 59297141	11-7-201-51.00 Gas and Oil	534.15	221369	06/12/19
WHITE	06/11/19	Refund overpymt 18-19 REFUND 18-19	11-2-020-01.00 Over payments received	4.11	221370	06/12/19
COTYTX	06/04/19	2019 Bond Payment 2019 BOND PA	11-1-030-00.00 Prepaid Expenses & Insr	25197.00	221371	06/12/19
PRUDEN	06/06/19	Payroll Transfer PR-06/06/19	11-2-011-11.00 Deferred Compensation	216.01 E	1362	06/06/19
PRTAXES	06/06/19	Payroll Transfer PR-06/06/19	11-2-011-02.00 Social Security W/H	3066.00 E	1363	06/05/19
PRTAXES	06/06/19	Payroll Transfer PR-06/06/19	11-2-011-01.00 Federal Income Tax W/H	1915.94 E	1363	06/05/19
FISHWILD	06/06/19	FISH & WILDLIFE 06/06/19 FISH&WILD66	11-2-010-22.00 Clerk to VT - Hunt/Fish	50.50 E	1365	06/06/19
PRTAXES	06/13/19	Payroll Transfer PR-06/13/19	11-2-011-01.00 Federal Income Tax W/H	1615.75 E	1367	06/12/19
PRTAXES	06/13/19	Payroll Transfer PR-06/13/19	11-2-011-02.00 Social Security W/H	2815.66 E	1367	06/12/19
FISHWILD	06/10/19	FISH & Wildlife 061319 06132019FISH	11-2-010-22.00 Clerk to VT - Hunt/Fish	94.50 E	1368	06/13/19

Report Total

101201.08

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02:53 pm

Town of Weathersfield Accounts Payable
Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Highway Fund)
For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

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Account

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
AMAZONCR	AMAZON	06/11/19	under payment 54966497888	12-7-101-20.00 Office Supplies	2.00	221318	06/12/19
BIBENS	BIBENS HOME CENTER INC.	05/29/19	grass seed L02896/1	12-7-101-52.00 Repairs & Supplies	79.38	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	05/30/19	Recoil starter assembly H L03072/1	12-7-101-52.00 Repairs & Supplies	63.99	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/03/19	Hydroseeding L03441/1	12-7-101-52.00 Repairs & Supplies	137.99	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/05/19	Grass seed L03690/1	12-7-101-52.00 Repairs & Supplies	137.99	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/06/19	Hydro seeding L03797/1	12-7-101-52.00 Repairs & Supplies	137.99	221321	06/12/19
BIBENS	BIBENS HOME CENTER INC.	06/10/19	Hydro seeding L04144/1	12-7-101-52.00 Repairs & Supplies	275.98	221321	06/12/19
COLDRIVER	COLD RIVER MATERIALS	05/09/19	reserv. rd repair 2015868	12-7-101-57.10 Paving repairs	633.75	221328	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	12-7-101-14.10 Insurance Benefits	68.44	221329	06/12/19
FOLEY	Foley Services, Inc.	05/28/19	HW uniforms 05/28 1245277	12-7-101-15.20 Uniforms & Cleaning	75.24	221339	06/12/19
FOLEY	Foley Services, Inc.	05/28/19	HW uniforms 06/04/19 1246648	12-7-101-15.20 Uniforms & Cleaning	75.24	221339	06/12/19
GLOB	GLOBAL MONTELLO GROUP	06/04/19	GAS MAY 19 MAY19	12-7-101-51.20 Gasoline	414.65	221341	06/12/19
GMP	GREEN MOUNTAIN POWER	06/05/19	May 19 electric credit 200006MAY19	12-7-101-30.00 Electricity	-14.91	221344	06/12/19
RAPNOT	RAPANOTTI, GARY	06/12/19	Survey for Cady Hill Rd 06102019	12-7-101-45.00 Contract Work	1200.00	221355	06/12/19
SMI	SMITH, GARDNER	05/29/19	1 Beaver 052819	12-7-101-45.00 Contract Work	100.00	221356	06/12/19
SPURRS	SPURRS REPAIR	05/14/19	Work to Mack 20539	12-7-101-52.00 Repairs & Supplies	761.29	221357	06/12/19
SPURRS	SPURRS REPAIR	05/23/19	Mount tires 20579	12-7-101-52.00 Repairs & Supplies	120.00	221357	06/12/19
SPURRS	SPURRS REPAIR	05/24/19	Repairs F550 20582	12-7-101-52.00 Repairs & Supplies	280.47	221357	06/12/19
TURBO	TURBO TECHNOLOGIES INC.	05/29/19	Hydroseeder 23921	12-7-101-52.00 Repairs & Supplies	70.37	221363	06/12/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Highway Fund)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
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		Report Total		4619.86		
				=====		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Proctor Library)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BRODART	BRODART CO.	05/29/19	Library supplies 495757	13-7-101-20.00 Library Supplies	80.97	221324	06/12/19
BURNHA	BURNHAM MEMORIAL LIBRARY	06/11/19	Replacement book REPLACEMENT	13-7-101-78.20 Books, Juvenile	6.99	221325	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	13-7-101-14.10 Insurance Benefits	12.76	221329	06/12/19
FAIRPOINT	CONSOLIDATED COMMUNICATIO	06/04/19	Library Phone May19 6742863MAY19	13-7-101-31.00 Telephone	94.02	221332	06/12/19
FIRSTL	FIRST LIGHT	01/01/19	Jan 19 4720435	13-7-101-26.00 Fiber Connect Service	245.12	221338	06/12/19
FIRSTL	FIRST LIGHT	02/21/19	Jan19 4850424	13-7-101-26.00 Fiber Connect Service	258.90	221338	06/12/19
FIRSTL	FIRST LIGHT	04/01/19	April19 Fiber connect 5091367	13-7-101-26.00 Fiber Connect Service	255.00	221338	06/12/19
FIRSTL	FIRST LIGHT	08/01/18	Library internet AUG 2018	13-7-101-26.00 Fiber Connect Service	200.00	221338	06/12/19
FIRSTL	FIRST LIGHT	02/13/19	Dec18 Fiber connect DEC18 FIBER	13-7-101-26.00 Fiber Connect Service	200.00	221338	06/12/19
FIRSTL	FIRST LIGHT	05/15/19	eRATE ERATEAPRIL	13-6-101-09.10 E-Rate Internet Reimb	-185.00	221338	06/12/19
FIRSTL	FIRST LIGHT	12/04/18	JULY18 Fiber connect JULY 2018	13-7-101-26.00 Fiber Connect Service	200.00	221338	06/12/19
FIRSTL	FIRST LIGHT	05/15/19	eRATE CREDIT MARCHCRT	13-6-101-09.10 E-Rate Internet Reimb	-1174.00	221338	06/12/19
GRNMTMES	GREEN MOUNTAIN MESSENGER	05/31/19	Postage for books 73800	13-7-101-21.00 Postage	75.00	221343	06/12/19
Report Total					269.76		

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Special Revenue)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
JARVIS	JARVIS & SON'S INC.	05/28/19	Ditching Gird lot 3468	15-6-207-03.00 HWY-GIA-Gird Lot Revenue	25313.50	221350	06/12/19
JARVIS	JARVIS & SON'S INC.	05/30/19	Gird lot 3471	15-7-207-04.00 HWY-BBR-Gird Lot Exp	12004.50	221350	06/12/19
Report Total					37318.00		

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Town of Weathersfield Accounts Payable

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02:53 pm

Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Solid Waste)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor		Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
BESTSEPTI	BEST SEPTIC SERVICE LLC	06/12/19	SW toilet 14327A	21-7-101-45.00 Contractual Rental Expens	110.00	221320	06/12/19
BESTSEPTI	BEST SEPTIC SERVICE LLC	06/01/19	SW Porta potty June 2019 16170	21-7-101-45.00 Contractual Rental Expens	110.00	221320	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-102-45.00 Zero Sort contain &Tipp	281.88	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-101-45.10 C&D Tippage	828.45	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-102-45.00 Zero Sort contain &Tipp	313.59	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-101-45.05 Trash-Tippage	1477.35	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-101-45.26 C&D-Container Charge	490.00	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	05/28/19	Trash PU 05/21 & 5/23 488960	21-7-101-45.25 Trash Container charge	245.00	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-102-45.00 Zero Sort contain &Tipp	269.82	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-102-45.00 Zero Sort contain &Tipp	281.88	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-101-45.26 C&D-Container Charge	490.00	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-101-45.10 C&D Tippage	939.75	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-101-45.05 Trash-Tippage	1352.40	221326	06/12/19
GOBIN	CASELLA WASTE SERVICES	06/01/19	Trash PU 5/29&05/30 491008	21-7-101-45.25 Trash Container charge	245.00	221326	06/12/19
EYEMED	COMBINED INSURANCE CO OF	06/05/19	June 18 Premiums JUNE19PREMIU	21-7-101-14.10 Insurance Benefits	4.61	221329	06/12/19
FOLEY	Foley Services, Inc.	05/28/19	SW uniforms 05/28/2019 1245278	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221339	06/12/19
FOLEY	Foley Services, Inc.	06/04/19	SW uniforms 06/04/19 1246649	21-7-101-15.00 Uniforms & Cleaning S.W.	13.46	221339	06/12/19
GMP	GREEN MOUNTAIN POWER	06/05/19	SW May electric 200009MAY19	21-7-101-30.00 Electricity	87.56	221344	06/12/19
GRO	GROW COMPOST OF VERMONT L	05/31/19	May19 food scraps 8176	21-7-101-45.25 Trash Container charge	112.67	221346	06/12/19
TDS	TDS TELECOM	05/29/19	Sw May 2019 phone 2635651MAY19	21-7-101-31.00 Telephone	50.34	221360	06/12/19

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Town of Weathersfield Accounts Payable

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Check Warrant Report # 19153 Current Prior Next FY Invoices For Fund (Solid Waste)

Account

For Check Acct 1(Fund 00) All check #s 06/04/19 To 06/13/19

Vendor	Invoice	Invoice Description		Amount	Check	Check
	Date	Invoice Number	Account	Paid	Number	Date
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Report Total				7717.22	=====	

06/04/19
11:36 am

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/06/19 to 06/06/19 Departments 111 to 111

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
CONGDONJ	CONGDON, JENNIFER B.		47444	06/06/19	47.59	0.00
DANGOF	DANGO, FLORA ANN		47445	06/06/19	263.67	415.00
DANIELSWI	DANIELS, WILLIAM J.	E	11386	06/06/19	0.00	990.26
	Fringes paid via direct deposit					76.92
ESTYJOSH	ESTY, JOSHUA W.	E	11388	06/06/19	0.00	355.74
ESTYLYNNE	ESTY, LYNNETTE A.	E	11389	06/06/19	0.00	135.42
FEDOROW	FEDOROW, SVEN	E	11390	06/06/19	0.00	564.26
	Fringes paid via direct deposit					38.46
HIERCA	HIER, CAROLYN A.	E	11391	06/06/19	0.00	469.29
HIERS	HIER, STEVE A.	E	11392	06/06/19	0.00	227.63
KELLY	KELLY, DARLENE R.	E	11394	06/06/19	0.00	853.93
MORANCY	MORANCY, WALTER W.	E	11399	06/06/19	0.00	974.05
MORRISED	MORRIS, EDWARD F.	E	11400	06/06/19	0.00	928.64
	Fringes paid via direct deposit					76.92
MORSESTEP	MORSE, STEPHANIE J.		47448	06/06/19	70.94	0.00
SKALABAN	SKALABAN, ALEXIS H.	E	11403	06/06/19	0.00	115.98
SMITH	SMITH, STEVEN		47449	06/06/19	145.29	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47450	06/06/19	330.02	0.00
TERRILL	TERRILL, SUSANNE	E	11405	06/06/19	0.00	670.91
WHITNEY	WHITNEY, NATHALIE		47452	06/06/19	48.03	0.00
WRIGHT	LLOYD WRIGHT, JULIA	E	11396	06/06/19	0.00	77.05
					905.54	6970.46

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06/10/19
02:11 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/13/19 to 06/13/19 Departments 111 to 111

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
BEARSE	BEARSE, DEFOREST D.	E	11407	06/13/19	0.00	72.05
CONGDONJ	CONGDON, JENNIFER B.		47453	06/13/19	167.29	0.00
DANGOF	DANGO, FLORA ANN		47454	06/13/19	263.67	415.00
DANIELSWI	DANIELS, WILLIAM J.	E	11409	06/13/19	0.00	1102.50
	Fringes paid via direct deposit					76.92
ESTYJOSH	ESTY, JOSHUA W.	E	11411	06/13/19	0.00	253.44
ESTYLYNNE	ESTY, LYNNETTE A.	E	11412	06/13/19	0.00	129.63
FEDOROW	FEDOROW, SVEN	E	11413	06/13/19	0.00	480.40
	Fringes paid via direct deposit					38.46
GRAHAMJ	GRAHAM, JOHN J.	E	11414	06/13/19	0.00	632.88
HIERCA	HIER, CAROLYN A.	E	11415	06/13/19	0.00	300.20
HIERS	HIER, STEVE A.	E	11416	06/13/19	0.00	227.63
KELLY	KELLY, DARLENE R.	E	11418	06/13/19	0.00	853.93
MORANCY	MORANCY, WALTER W.	E	11422	06/13/19	0.00	974.05
MORRISED	MORRIS, EDWARD F.	E	11423	06/13/19	0.00	928.64
	Fringes paid via direct deposit					76.92
MORSESTEP	MORSE, STEPHANIE J.		47456	06/13/19	70.94	0.00
SKALABAN	SKALABAN, ALEXIS H.	E	11426	06/13/19	0.00	63.33
SMITH	SMITH, STEVEN		47457	06/13/19	127.87	0.00
STAPLENIC	STAPLETON, NICKOLAS E.		47458	06/13/19	250.10	0.00
TERRILL	TERRILL, SUSANNE	E	11428	06/13/19	0.00	670.50
					879.87	7296.48

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06/04/19
11:37 am

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/06/19 to 06/06/19 Departments 121 to 121

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11387	06/06/19	0.00	551.99
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11393	06/06/19	0.00	570.53
	Fringes paid via direct deposit					76.92
LIVAS	LIVAS, PHILLIP A.	E	11395	06/06/19	0.00	653.27
LONGTIN	LONGTIN, ALEXANDER J.	E	11397	06/06/19	0.00	420.94
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11398	06/06/19	0.00	675.87
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11401	06/06/19	0.00	516.46
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11404	06/06/19	0.00	1554.24
	Fringes paid via direct deposit					76.92
					-----	-----
					0.00	5404.82
					=====	=====

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06/10/19
02:11 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/13/19 to 06/13/19 Departments 121 to 121

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
ESTYJO	ESTY, JOHN W.	E	11410	06/13/19	0.00	551.77
	Fringes paid via direct deposit					76.92
HUNTDON	HUNTLEY, DONALD A.	E	11417	06/13/19	0.00	536.45
	Fringes paid via direct deposit					76.92
LIVAS	LIVAS, PHILLIP A.	E	11419	06/13/19	0.00	518.52
LONGTIN	LONGTIN, ALEXANDER J.	E	11420	06/13/19	0.00	425.41
	Fringes paid via direct deposit					76.92
MOORER	MOORE, RAY A.	E	11421	06/13/19	0.00	650.93
	Fringes paid via direct deposit					76.92
PIPE	PIPE, SCOTT	E	11424	06/13/19	0.00	505.49
	Fringes paid via direct deposit					76.92
STAPLETON	STAPLETON, RAY E.	E	11427	06/13/19	0.00	742.53
	Fringes paid via direct deposit					76.92
					0.00	4392.62

****4,392.62

06/04/19
11:37 am

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/06/19 to 06/06/19 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.	47446	06/06/19	171.01	0.00
MERICLE J	MERICLE, JAMES S.	47447	06/06/19	252.27	0.00
WATERST	WATERS, TYLER M.	47451	06/06/19	466.20	0.00
	Fringes paid via direct deposit				38.46
				889.48	38.46
				=====	=====

*****927.94

06/10/19
02:15 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/13/19 to 06/13/19 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.	47455	06/13/19	257.29	0.00
WATERST	WATERS, TYLER M.	47459	06/13/19	459.87	0.00
	Fringes paid via direct deposit				38.46
				717.16	38.46
				=====	=====

*****755.62

06/04/19
11:37 am

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/06/19 to 06/06/19 Departments 131 to 131

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11385	06/06/19	0.00	94.04
RICHARDMA	RICHARDSON, MARK P.	E	11402	06/06/19	0.00	675.48
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11406	06/06/19	0.00	120.52
					-----	-----
					0.00	966.96
					=====	=====

*****966.96

06/10/19
02:11 pm

Town of Weathersfield Payroll
Check Warrant Report #
Check date 06/13/19 to 06/13/19 Departments 131 to 131

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Payroll

Employee Number	Employee Name		Check Number	Check Date	Net Amount	Elec Amount
COLEMAN	COLEMAN, GLENNA J.	E	11408	06/13/19	0.00	94.04
RICHARDMA	RICHARDSON, MARK P.	E	11425	06/13/19	0.00	675.48
	Fringes paid via direct deposit					76.92
TOPOLSKI	TOPOLSKI, JUDITH A.	E	11429	06/13/19	0.00	120.52
					0.00	966.96

*****966.96