

556 Elm Street P.O. Box 370 Chester, VT 05143

11. Adjourn

(802) 875-2173 Fax (802) 875 2237

#### SELECTBOARD MEETING AGENDA April 20, 2022 6:30 p m.

Approve Minutes from the April 6, 2022 Selectboard Meeting
 Citizen Comments/Answers from Previous Meeting
 Old Business
 Local Cannabis Control Commission
 Public Nuisance Ordinance Discussion
 Solar Field; Discussion regarding purchase
 Liquor License Approval; Smitty's Chester Market
 Annual Financial Plan & Certificate of Compliance
 Cemetery Deed
 New Business/Next Agenda

## Selectboard Memo April 20, 2022

# ✓ <u>Citizen's Comments from Previous Meeting</u> No Citizen's Comments.

## Old Business/Last Meeting:

Pinnacle: Matt and I met with Green Mountain Power and Chester Electric regarding the electrical work GMP is doing at the Pinnacle. They are anticipating that this work will finally be done late summer/fall of 2022. As some may recall, this project involved burying power at the Pinnacle. The project will also include GMP paying to replace the old Phase 3 power to the pool, and they will be providing 2 poles to the town for use in lighting the Ice Rink and Tennis Courts. Chester Electric is putting together a cost proposal for his portion of the work, to include the lights required for both facilities and a timer system so that lights are not left on. There is more to come on this discussion.

Delinquent Taxes: There is a new VHFA program funded through ARPA funds that will assist property owners in payment of many housing needs, to include delinquent water/sewer and tax payments. The town has registered to be an agency that will receive these payments as well as provide assistance in completing the application. We have a few property owners who are taking advantage of this program and encourage others.

Town Offices: The Zoning and Listers offices have now moved into the old PD space at Town Hall. Steve will begin the renovations to change the front office back into a conference room.

Highway Garage: You can probably see that the siding has begun on the Town Garage. Work is progressing well. — Wayner when the work is progressing well.

Academy Roof: Doxcee roofing will be removing the old slates from the west slope this week. The new roof will begin the first week of May.

## ✓ <u>Local Cannabis Control Commission:</u>

Attached is an email response I received from VLCT regarding questions raised at the last meeting. Also is an email from Robert Neid regarding the 1000' buffer zone discussion.

I have now confirmed 3 individuals who are interested in serving on the Cannabis Control Commission: Robert Neid, Arianna Knapp and Reisa Alexander. In a previous conversation, Doug Curtis had expressed interest for a future time. I reached out to see if he was interested now but have not heard back from him. Perhaps a Commission of 3 citizens and 2 board members would be appropriate?

#### Public Nuisance Discussion:

Attached are a few samples of different public nuisance ordinances as well as an email from Preston on some research that he has done. I have included an email from VLCT talking a bit more about the public nuisance ordinances vs. zoning regulations. It also appears that there is some education opportunities coming up around this topic. Not sure if you want to go down this

road yet or wait for some more information to be developed, but here is some information to get the conversation started.

## Solar Field:

As we have discussed the town has 120 days (April 27) prior to August 27, 2022 to exercise its Purchase Option of the solar field. I have enclosed a draft letter which accomplishes this, should you choose to move forward in this direction. It is very important to note that you have 30 days from the determination of Fair Market Value to cancel this exercise notice. Therefore, should there be any interest in purchasing the field, you can exercise your notice now which allows us time to do the research we need to make a final decision.

Kelsey Wood from Green Lantern is currently working on providing me with the following information:

- 1. Production history of the field;
- 2. Monitoring portal she is currently authorizing Lee Gustafson to review this portal
- 3. Make and model for the panels and inverters
- 4. Warranty on the panels and inverters
- 5. Anticipated maintenance of the solar field
- 6. Copies of the contracts with Pittsford and St. Johnsbury

Green mountain Power is also pulling reports for me on the town's electric usage over a 12-month period. I was hoping to have had all of this information prior to this meeting but haven't received it yet. I will forward once I do. The information is necessary before making a final purchase decision but is not necessary to exercise your purchase option. I have also enclosed a copy of the Agreement for your review as this information will be relative in weeks to come.

### Liquor License:

Smitty's liquor license is up for renewal. It needs to be submitted to the State by May 1. A concern has been brought to my attention regarding this license and if it should be renewed since the owner has a DUI and Driving with a Suspended License on his record. In speaking with the Liquor Control enforcement officer, he has not yet been convicted of the DUI charge and the driving with a suspended license Is not connected to his liquor license. All information has been submitted to the Liquor Control Board (attached to his license form). She indicated to us that "as long as he is not lying, his permit will be approved by the State". From what we are seeing, he has supplied them with all relevant information to the DUI. In addition, there are 3 corporate officers of Smitty's listed with the Secretary of State, not just Garrison.

We have asked Jim Carroll to determine any liability to the town should be approve or disapprove the local permit. He is currently speaking with the Secretary of State regarding this. I will update you as soon as I hear back.

New Business - 5/20 at 030 7.00
PS-Farm - hour from the course on what they would like to see from their PSD

1	TOWN OF CHESTER		
2	SELECTBOARD MEETING		
3	3 April 6, 2022, Draft Minutes		
4 5	<b>Board Members Present:</b> Arne Jonynas, Ben Whalen, and Lee Gustafson at Town Hall; and Leigh Dakin via Zoom.		
6	Staff Present: Julie Hance, Town Manager, at Town Hall; and Susan Bailey, Secretary via Zoom.		
7 8 9	Visitors Present: Bill Lindsay at Town Hall; and Douglas Curtis, Robert Nied, Scott Blair, Linda Diak, Joy Slaughter, Hugh Quinn, Reisa Alexander, Barre Pinske, Chester Telegraph, and SAPA TV via Zoom.		
10 11 12 13	Call to Order  Arne Jonynas called the meeting to order at 6:30 p.m. with the pledge of allegiance. He welcomed everyone to the meeting.		
14	Agenda Item 1, Approve minutes from the March 16, 2022, Meeting		
15 16	Lee moved and Ben seconded to approve the March 16 <sup>th</sup> minutes. There were no changes or corrections. The motion passed unanimously.		
17	Agenda Item 2, Citizens Comments/Answers from Previous Meeting		
18	Arne asked for comments and there were none.		
19	Agenda Item 3, Old Business		
20	Report given by the Town Manager:		
21	Solar Farm		
22 23 24 25 26 27 28 29 30 31 32 33	Lee and Julie had a telephone conversation with the former selectboard chair in Hinesburg regarding the solar farm their community had purchased to learn about the process. She formulated questions which she emailed to Green Lantern Solar and was awaiting their response. She planned to follow up by the end of the week. She hoped to get information regarding the output, warranty, and similar information. Once received, they will analyze and come back to the board and discuss whether they want to exercise their right to purchase. If exercised, it starts the process of obtaining a property appraisal. Once the amount has been determined, they have 30 days to back out of the right to purchase. They would do an analysis first and see what the cost savings were before presenting it to the board. Arne asked when the anniversary date was for the option to purchase. Julie thought it was either August 22 <sup>nd</sup> or 27 <sup>th</sup> . They need to exercise the right 120 days before that date, so it was approaching. Julie's goal was to have an analysis to know their expenses and revenue. She asked what appraisal firms will do this and what the average cost is. Arne thought there was a lot to it.		
35 36 37 38 39	Lee said the solar field is much larger than he had thought. It is 500 kilowatts and is producing a lot more power than he had envisioned which meant there is a lot more power available for use. Julie will find out how much power they are using with all their meters and where it would fall in the amount of power it's generating. Arne said it would be a big decision but in the long run, if things worked out, it could be a positive thing for the town as far as the cost of energy goes.		
40	Lee tells his customers that there are only two parts associated with the solar: the solar panels		

- for municipalities that had opted in. Unfortunately, Chester was the only town represented there. 1
- There were people from several organizations throughout the state and some are better connected 2
- to the state Cannabis Control Board. There wasn't much accomplished other than a group that will 3
- meet monthly. Their goal is to relay information between the Cannabis Control Board and 4
- municipalities who have opted in. Hugh Quinn, Julie, and Preston Bristow were there from 5
- Chester. The ordinance discussion came up and whether to do it through public nuisance, as an 6
- adult business. People are doing their own research and would come back to the group next month. 7
- 8 Julie would stay a part of it and gather any information she could.
- 9 Lee said it was unfortunate Chester was the only municipality represented as it would have been
- 10 interesting to hear if other municipalities have had permit requests. He wanted to know how to
- deal with the aspect of a permit and when how to deal with the situation from a Cannabis Control 11
- 12 Commission standpoint. Julie wasn't sure they would get a whole lot of answers. The CCB isn't
- understanding why municipalities are confused. They feel their document is clear. She thought 13
- they needed to hear from municipalities with questions letting them know it wasn't clear. There 14
- were questions whether the guidance was the rule or a recommendation. She took it as their 15
- interpretation of the law. She wouldn't recommend venturing away from it as it was dangerous 16
- territory. She would stay involved as they were another contact and resource. 17
- Arne thought the local commission rules were spelled out for them and he thought the state did 18
- that on purpose to keep it limited to what they are permitted to do. He wondered, as a local 19
- commission, were the rules and regulations or ordinances something they wanted to enforce or 20
- adopt to regulate the cannabis in town or were they just going to let it go with the state as it is. 21
- How far did they want to go? 22
- 23 Leigh said it was her understanding the committee was coming out with more structured thoughts
- and parameters. She thought if Julie had reached out to VLCT, it would be good to hear from them. 24
- Leigh asked if they only had one chance to form the committee. Arne said they had formed it. Julie 25
- said they formed it at the last meeting. Leigh didn't realize that. Julie needed clarity if they were 26
- 27 going to get into public nuisance, that was a Selectboard ordinance. Julie asked if while they were
- having discussions about what it was going to be, were they acting as a Selectboard, or a Cannabis 28
- Control Commission? There was a line there and she needed clarity between the two roles, 29
- especially since it was the same board serving with two different hats. Shawn Cunningham emailed 30
- her and said they were having a cannabis discussion and it wasn't part of the Cannabis Control 31
- Commission. He was right but she didn't know which hats they were wearing. If they were talking 32
- about ordinances, that was the Selectboard and not the committee. 33
- Lee said that was the confusing part. Their role as Selectboard versus the Liquor Control Board, 34
- he didn't see a line between them. People come to them for a liquor license, and they sign it or do 35
- whatever they do. He asked if it would be the same with cannabis where someone has a permit 36
- that needs to be renewed every year or they want their approval. He thought he saw the necessity 37
- of setting up a local Cannabis Control Commission, but he wasn't sure what the role was yet. They 38
- just set it up because they thought it was a good idea. Julie thought so too. 39
- Leigh said it was framed that normally it would be members of the Selectboard but could also 40
- include others who may have an interest and don't have to be members of the Selectboard. She's 41
- had people reach out to her who may be interested in serving on the commission. The State hadn't 42
- been clear on the parameters. She asked if there was a limit on which they can form a commission? 43
- Arne said they had formed it but weren't sure of their powers or authority and that's what they 44

Leigh said the local commission was still developing the parameters to be followed. If it was not decided tonight, it was not the end of it. They are still receiving information. Arne thanked Leigh.

Robert Nied said to Lee Gustafson's point about there being urgency, there could, in fact, be an application for a license soon. He thought one of the things the town could do was increase the distance for the drug-free zone from 500 to 1,000 feet. He said that still needed to be clarified and he wasn't sure the authority rested with the local cannabis board or with the Selectboard. He thought that was an important piece of business to get done before the applications started to come in. He couldn't imagine any reason not to increase it to 1,000 feet from a school. He wanted to see that get clarified and for the local board to act on it as quickly as possible. He also agreed with Barre's initial statement that there should be diversity on the local cannabis commission. He didn't think the commission needed to be made up of only the Selectboard members and people who supported the vote. He thought everyone in town had a right to a voice. Arne and Leigh thanked him. Arne agreed with a lot of Robert Nied's statement and said it was a learning process for all. He thought 1,000 feet was worth investigating. Others agreed. Lee asked Robert where he heard that. He said when he started searching documents about the state cannabis control board and their discussion, it was somewhere in the minutes. It was a blur at this point and was something that should be clarified. He's heard it repeated by several people that there is the ability to extend it to 1,000 feet. He wasn't sure it was still in the law but if it was, it would be nice to act upon it.

Hugh Quinn wanted to add from everything he had heard so far in terms of what may be going on with the Cannabis Control Commission and the Selectboard, is related to the fact the state says it's so many feet from a school, but it may be possible for a local commission or Selectboard to create some kind of an ordinance. And by the way, we don't want retail cannabis next door to a drug rehab center because those folks are trying to figure out how to deal with their addiction. He thought it would make sense to a lot of people, what the town has in place for a nuisance ordinance. The nuisance ordinance doesn't get after what might come from a grower or cultivator in terms of odor. He said a lot of nuisance ordinances or performance standards in bylaws could be a little weak. Odor can constitute a nuisance so there could be some work that could be done there. If you have a farm or a grower who is right next door to a property and everyone knows what cannabis smells like, they may want to have some controls in place so the grower must figure out how to implement mitigation techniques for the odor that will come from cultivating and growing. Arne thanked Hugh. They have a lot of questions and concerns and not many answers, but this was the start of the process and he hoped to get to some of the answers eventually.

Reisa Alexander asked how to express an interest in serving on the Cannabis Control Board. Julie said she just needed to let her know she was interested, and Reisa said she was. Julie said the board was trying to determine the responsibilities of the commission. She would keep Reisa in the loop and add her name to the other two who were interested. Arne thought they should alter the structure of the commission to include people from the public and possibly just 2 Selectboard members so they wouldn't have to warn a meeting and they could have some representation from the Selectboard and the town. Because the commission had already been established as the Selectboard, Arne wondered how they could change it. Julie thought they could just make a motion to amend the structure of the board. She thought they needed to decide how many members they wanted on the board. Arne suggested waiting to see how many people responded and then they would decide. Lee mentioned that someone had stated at the last meeting they wanted to see the schools represented. Ben thought it should be a diverse group. He was trying to look up information on the Massachusetts Cannabis Control Commission and asked if there were neighbors to the south they

- He asked them to realize they were making it more difficult to open a shop in town. 1
- Sue Bailey said they should research the 1,000-foot distance and said she would write something 2
- about it but that a lot of places were doing just the opposite. She said it was not proven the 500 3
- feet protects children, even though that's what it implies. She said a lot of criminal justice 4
- organizations had done studies that show the drug free zones target poverty and racial disparity 5
- and given what happened last year with the police in Chester, that was probably a road they didn't 6
- want to go down. Arne thanked Sue for her comment. 7
- 8 Arne asked if there were any more comments and there were none. He said they would be revisiting
- the topic and hoped to have more answers by their next meeting and would discuss the makeup of 9
- the commission and figure it out from there. 10
- He thanked everyone for their comments and concerns and their interest in the topic and was sure 11
- it would be with them for a while. 12

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#### Agenda Item 6, Police Union; Appoint SB Member (or 2) to work with Town Manager on Negotiation

Arne announced the next item on the agenda was the newly formed police union. Because there was a union, they would need to negotiate with the union regarding the contract. Julie said the first meeting was set for the end of April and she would like not to be the only one negotiating. She hoped to have 1 or 2 Selectboard members willing to work with her. The Chief would be involved as well. Lee wanted to nominate Arne and Ben to fill the positions, if willing. Leigh had spoken with Heather, and she would be willing to serve if they needed another person. Two people would be easier because three changes the dynamics. Julie said Heather was willing to negotiate but was fine if someone else was interested. Lee thought Arne would be good because he has police experience and Ben brought a background that would also be helpful with those kinds of discussions. Arne said Heather told him if nobody else does it, she would be willing to step up.

- 24 25 Julie said they were not appointing someone but volunteering, so a motion/vote wasn't necessary.
- It would be 2 members helping in negotiating process. She would like someone other than her own 26
- brain and perspective. Multiple perspectives would be helpful. She has never dealt with unions, so 27
- this is all new territory for her. Arne stated he used to be a union steward. Arne and Ben would be 28
- 29 assisting Julie with negotiations.
- The first meeting is at the end of April and would be held via Zoom. The union is currently drafting 30
- a proposed agreement to start conversations. Julie will share with Arne and Ben when she has it. 31
- Chester's legal counsel will also assist with negotiations. 32

#### Agenda Item 7, Liquor Licenses/Entertainment Permits

- 34 Liquor licenses are usually a formality. They do ask the questions, speak to the police chief, and investigate it a little. If there are issues, they turn around and address them and don't sign the
- 35 36 paperwork. It is usually the case that it's a quick overview and a rubber stamp type thing, there is
- a little more involved. It just hasn't come up often because it's a relatively quiet town. Lee said 37
- they ask the police chief if there are issues with neighbors complaining about noise. To someone's 38
- comment earlier, they aren't just rubber stamping and are doing due diligence to make sure people 39
- are safe and protected. 40
- First Class License: American Legion Post 67, Heritage Deli & Bakery, The Pizza Stone, and The 41
- Fullerton Inn. 42

From:

CCB - Info <CCB.Info@vermont.gov>

Sent:

Wednesday, April 20, 2022 9:02 AM

To:

Julie Hance

Subject:

RE: Clarification on Guidance

Hi Julie,

Thanks for reaching out! Apologies for the delay in response.

Enforcement actions taken against local control permit violations would be handled by the local cannabis commission. The local commission is also responsible for alerting the Board as quickly as possible of any actions taken against a licensee.

We haven't updated the main municipal guidance document, however, we did release further guidance for local control commissions. That's available on our main guidance site: ccb.vermont.gov/guidance

When Chester officially stands up a local commission, please email us to let us know. In that email, please include a copy of the resolution signed by the municipal legislative body and the name and contact info of the person who will serve as the main point of contact for the Board.

Thanks again! Nellie

From: Julie Hance < julie.hance@chestervt.gov>
Sent: Wednesday, April 13, 2022 11:35 AM
To: CCB - Info < CCB.Info@vermont.gov>
Subject: Clarification on Guidance

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender. Good afternoon.

The Town of Chester voters opted in for the retail sales of Cannabis in March this year. The Chester Selectboard is now working through the nuances of setting up a Local Cannabis Control Commission and defining their roles and responsibilities. At our most recent Board meeting, a question came up regarding enforcement of any violations of a permit. I believe I know the answer but would like to be sure. Since the LCCB issues the permits, does the LCCB enforce any violations of that permit, or is that enforcement handled through our Zoning Department?

In addition, it was brought to my attention that you may be updating the Municipal Guidance document. Do you have a timeline for that update?

Thanks so much.

## Julie S. Hance

Town Manager Chester, Vermont 05143

From:

Kail Romanoff < kromanoff@vlct.org>

Sent:

Wednesday, April 13, 2022 11:17 AM

To:

Julie Hance

Subject:

RE: Cannabis

Good morning, Julie,

Gwynn forwarded your message to us (Municipal Assistance Center) as we handle municipal legal inquiries and Gwynn is focused on policy and the statehouse. Since your question relates to the administering of Act 164, I can answer your question.

- 1. Technically you are correct, it is a guidance document and does not carry the force of law. Still though, the CCB is the Board developing the Cannabis regulations and there have of course been no court cases yet to clarify uncertainties nor to rule on any of the CCB's guidance. Therefore, they are the highest authority on the subject, and we are deferring to their guidance at this time. We are in the process of working with them to put together some trainings later this spring and we may add our own guidance as well, but for the time being we recommend that you follow their guidance. Moreover, I would direct further questions to the CCB directly as we currently do not have any more insight than the guidance document provides. <a href="mailto:CCB.Info@vermont.gov">CCB.Info@vermont.gov</a>, 802-828-1010 ext.3.
- 2. The LCCB would be independent of the Selectboard and serving a quasi-judicial function much like a development review board but only hearing applications for cannabis establishments. So, the LCCB would be reviewing the applications and issuing permits not the Selectboard. If the LCCB and the Selectboard are the same people, you could likely just separate portions of the meeting between the LCCB and the Selectboard as needed. I expect the enforcement of any permits issued by the LCCB would be handled by the Zoning Administrator much like a Conditional Use permit would, although I would recommend confirming this assessment with the CCB. You are correct that ordinances are in the purview of the Selectboard. We have a guide to ordinance adoption that may be useful (https://www.vlct.org/resource/quick-guide-ordinance-adoption-amendment-or-repeal).
- 3. I do expect the guidance to be updated, but we do not have an idea on the timeframe or the content of the update. As I said earlier, we do expect to put on a training at some point later this spring or early summer, so keep your eye out for future trainings.

I hope this helps.

Best,



Kail Romanoff
Staff Attorney, Municipal Assistance Center
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89 Main St. Suite 4, Montpelier, VT 05602
802-229-9111
kromanoff@vlct.org

Pronouns: he, him, his

VLCT.ORG

From:

Robert Nied <robertnied2019@gmail.com>

Sent:

Tuesday, April 12, 2022 2:29 PM

To:

Julie Hance; Arne Jonynas; Leigh Dakin; Chase, Heather; Lee Gustafson

Subject:

Update of Cannabis Control Board Guidance

Good afternoon everyone. I finally got a call back from the State Cannabis Control Board today. They are now saying that the *VT Digger* article was in error and that the 1,000' buffer zone was only a recommendation from one of their subcommittees and was not formally adopted by the overall board. So, the town does not currently have the authority to expand the buffer zone. They did say that new guidance for local cannabis control commissions will be coming out <u>today</u> and will be posted to the CCB website by close of business today.

**Thanks** 

Robert 802-374-0094

From:

Susan Senning <ssenning@vlct.org>

Sent:

Monday, April 18, 2022 2:21 PM

To:

Julie Hance

Subject:

RE: Public Nuisance Ordinance

Hi Julie,

We do not have any models regarding cannabis. The Cannabis Control Board is the best source of information currently. See <a href="https://ccb.vermont.gov/municipalities">https://ccb.vermont.gov/municipalities</a> for their guidance document for municipalities.

We know that the town can regulate cannabis operations under their authority to regulate public nuisances under 24 V.S.A. Section 2291 but can't regulate them any greater than they could another business, and can't place conditions or special rules on them that doesn't fall within its power under section 2291. And, like any zoning regulation for cannabis retail operations, you can't have a public nuisance ordinance that has the effect of prohibiting their operation. These statements apply to all cannabis operations — whether retail or wholesale, cultivator. Otherwise, the town attorney should be involved from the start of the conversation because there are parameters and considerations that will impact the board's ultimate decision and drafting of any ordinance, etc. It may be that the town wants to form a local control board and use zoning, instead of a separate nuisance ordinance. Any nuisance regarding odors or noise could be broad enough to capture activities on retail operations for cannabis without identifying them/applying to them individually or specifically, too.

We are working to develop a training in the coming weeks with various players in cannabis regulation in Vermont, so watch for that notice once we schedule it. I hope this helps even though we don't have a model for you.

Sincerely, Susan



Susan E. Senning, Esq./M.E.L.P.

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**VLCT.ORG** 

**Quick Reference Links:** 2022 Town Meeting, COVID-19. Answers to most questions can be found within these webpages.

**Note:** Due to COVID-19 and Town Meeting, the VLCT Municipal Assistance Center (MAC) is experiencing a high number of legal questions so it may take longer than usual for MAC to respond. Please also understand that if your question is unrelated to COVID-19, town meeting, or is not an urgent matter, our response time will be extended. If you have an urgent matter and you haven't received a response from MAC, please contact your municipal attorney.

Please visit www.vlct.org/mac for MAC resources on various municipal topics.

From:

Zoning

Sent:

Wednesday, March 23, 2022 10:53 AM

To:

Julie Hance

Subject:

More on Public Nuisance

**Attachments:** 

SoBurl Public Nuisance Ordinance.pdf

Hi Julie,

I hope I'm not obsessing on public nuisance! Here is South Burlington's Public Nuisance Ordinance which defines excessive noise, urination and defecation in streets, defacing buildings, structures and signs, and dumping of household waste in private dumpsters as a public nuisance.

Stowe defines public indecency as a public nuisance. ANR in their Environmental Protection Regulations defines objectionable odor as a nuisance. Santa Barbara (CA) may define creating roadway congestion as a public nuisance. Some legal definitions also include excessive light, vibration and smoke as public nuisances.

Cannabis greenhouses can create skunky odors that can be smelled miles away. Although there are carbon filter systems to control this problem, we may still want an ordinance to ensure those systems are installed and the filters are changed regularly.

#### Preston Bristow

Town Planner and Zoning Administrator Town of Chester

Office: 802-875-2173 Cell: 603-359-5243

Email: zoning@chestervt.gov 556 Elm Street, P.O. Box 370

Chester, VT 05143 www.chestervt.gov

# **Public Nuisance Ordinance**



The Council of the City of South Burlington hereby ordains:

#### 1. **Purpose and Authority**

This Ordinance is enacted pursuant to the authority granted to the City to promote the public health, safety, welfare, and convenience contained in 24 V.S.A. Section 2291, and Section 104 of the South Burlington City Charter. It is the purpose of this Ordinance to preserve the public health, safety, and welfare by prohibiting general nuisance behavior which is unreasonable or unsuitable for a particular time and place, and which, consequently, is detrimental to the peace and good order of the community. It is the goal of this Ordinance to allow all persons of South Burlington to peacefully coexist in a manner which is mutually respectful of the interests and rights of each other. Typically, nuisance behavior disrupts the public peace and affects the quality of life within the community. This Ordinance shall be a civil ordinance within the meaning of 24 V.S.A. Chapter 59.

#### 2. **General Definitions**

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City The City of South Burlington and/or its duly authorized agents or employees.

Person Any natural person, corporation, municipality, the state of Vermont, or any department, agency or subdivision of the state, and any partnership, unincorporated association or other legal entity.

Public place A place where a governmental entity has title to or which the public or a substantial group of persons has access, including but not limited to any street, highway, parking lot, plaza, transportation structure, facility or vehicle, school place of amusement, park, playground or sidewalk or to the doorways and entrances to buildings or dwellings, or grounds enclosing them thereupon.

#### 3. **Excessive Noise**

- The purpose of this section is to preserve the public health, safety, and welfare by prohibiting (A) excessive and disturbing noise and to prevent noise which is prolonged or unsuitable for the time and place and which is detrimental to the peace and good order of the community. It is the goal of this section to allow all persons of our city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.
- (B) General Prohibition. It shall be unlawful for any person to make or cause to be made any loud or unreasonable noise. Noise shall be deemed to be unreasonable when it disturbs, injures or endangers the peace or health of a person or when it endangers the health, safety or welfare of the community. Any such noise shall be considered to be a noise disturbance and a public nuisance.
- Express Prohibitions. The following acts, which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances:
  - Operating or permitting the use or operation of any musical instrument, radio, television, (1)phonograph, or other device for the production or reproduction of sound in such a manner as to be plainly audible through walls or floors between units within the same building, from another property or from the street between the hours of 10:00 p.m. and 7:00 a.m. or in such a manner as to unreasonably disturb the peace, quiet or comfort of the public.

- (6) Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.
- (7) Any other specific function as approved by the City Manager.
- (E) The City may notify the owner of any property upon which a violation of this section has occurred and a person has been issued a municipal complaint pursuant thereto that such complaint has been issued.

#### 4. Urination and Defecation

No person shall urinate or defecate on any street, in a park or other public place, except in facilities specifically provided for this purpose. Such practice is hereby declared to be a public nuisance.

#### 5. Defacing Buildings, Structures and Signs

Defacing buildings, structures and signs prohibited. No person shall apply or cause to be applied any paint, varnish, lead, crayon, wax, ink, dye or other indelible substance, nor shall any person carve, chisel or write any figure or letter on the exterior or interior walls or on the windows of any building or structure or deface any sign without having first secured authority from the owner of such building or his duly authorized agent to do so. Such practice is hereby declared to be a public nuisance.

#### 6. Improper Use of Privately Controlled Waste Containers

The dumping of household, construction, or other forms of waste in privately controlled waste containers shall be a violation of this section.

#### 7. Enforcement

(A) Any person who violates a provision of this Ordinance shall be subject to a civil penalty of up to \$800 for each violation. Each day the violation continues shall constitute a separate offense. Police Officers of the City of South Burlington shall be authorized to act as Issuing Municipal Officials to issue and pursue before the Judicial Bureau a municipal complaint. A municipal complaint may, at the discretion of the Issuing Official, be dismissed or a civil penalty or waiver fee may be reduced, upon the successful completion of a reparative justice program through the South Burlington Community Justice Center.

#### 8. Civil Penalty; Waiver Fee

An Issuing Municipal Official is authorized to recover civil penalties in the following amounts for each violation:

First offense	\$160
Second offense	\$320
Third offense	\$480
Fourth offense	\$640
Fifth and subsequent offenses	\$800

|--|

Illen treple

Helen Riehle, Chair

Meaghan Emery, Vice-Chair

Tim Barritt, Clerk

Thomas Chittenden

David Kaufman

Received and recorded this 22 day of Noy , 2018.

Donna Kinville, City Clerk

\* effective date is May 21,2018

#### Public Indecency Ordinance Town of Stowe, VT

The Selectboard of the Town of Stowe hereby ordains:

#### Section I. Authority:

This ordinance is enacted pursuant to the authority granted the Town to promote the health, safety, welfare, and convenience contained in 24 VSA §2291 and Section 203 of the Town of Stowe Charter. This ordinance shall be a civil ordinance within the meaning of 24 V.S.A. Chapter 59.

Section II. Purpose: It is the purpose of this ordinance to regulate public indecency, including public nudity, which is deemed to be a public nuisance.

Section III. Definitions: "Nudity" shall mean the showing of the human male or female genitals, pubic area or buttocks with less than full opaque covering, or the showing of the female breast with less than a fully opaque covering, or showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the nipple, or the depiction of covered male genitals in a discernibly turgid state. The definition of "nudity" shall not include a mother in the act of nursing the mother's baby.

#### Section III. Conduct:

- (1) No person shall knowingly or intentionally in a public place:
  - a. Engage in sexual intercourse;
  - b. Appear in a state of nudity;
  - c. Fondle his/her genitals; or
  - d. Fondle the genitals of another person.
- (2) No person who owns, leases or controls property shall knowingly allow any person to engage in the conduct described in subsection (1) above at any time such property is open to the public.
- (3) Subsection (1) notwithstanding, this section shall not prohibit swimming in a state of nudity in waters of the State of Vermont.

#### Section IV. Enforcement:

- a. A violation of this ordinance shall be deemed a civil offense, enforceable pursuant to 24 V.S.A. §1974a and §1977 et seq.
- b. Violations of this ordinance shall be punishable as follows:
  - 1. The first violation shall be punishable by a fine of one hundred dollars (\$100.00). The waiver penalty, for the purposes of the municipal complaint (civil ticket), for the first violation shall be fifty dollars (\$50.00).
  - 2. The second violation within a six (6) month period after the first violation shall be punishable by a fine of two hundred fifty dollars (\$250.00). The waiver penalty, for the purposes of the municipal complaint (civil ticket), for the second violation shall be one hundred dollars (\$100.00).
  - 3. The third and subsequent violations within a six (6) month period after the first violation shall be punishable by a fine of three hundred dollars (\$300.00). The waiver penalty, for the purposes of the municipal complaint (civil ticket), for the third and subsequent violations shall be two hundred dollars (\$200.00).
  - 4. Each day the violation continues shall constitute a separate violation.

Woodstock, VT

THIS IS THE OFFICIAL WEBSITE OF WOODSTOCK VERMONT

(http://townofwoodstock.org)

## **Adopted Noise Ordinance**

#### **Chapter 3. Noise Control**

The Board of Village Trustees hereby amends the Village Ordinance Title 5, Chapter 3. Noise Control by deleting all existing language and replacing it with the following:

§5301. Protecting public tranquility; purpose

In consideration of neighbors and in order to balance the vitality of our village and to preserve the peace and promote civility and to prevent hearing loss, sleep loss and a general reduction in the quality of life, the Village of Woodstock will protect the public tranquility.

#### §5302. Definitions

- (a) Plainly Audible: Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of the song, specific words or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.
- (b) Residential Property or Receiver: Property used for human habitation or sleeping.
- (c) Commercial/Industrial Property or Receiver: All other property, e.g. restaurants, schools, churches.
- (d) Background Level: The composite of all sounds exclusive of the sound under evaluation.

- (d) Dogs, Cats and Other Animals. The keeping of any dog, cat or other animal which shall become a nuisance to another person in the vicinity where such dog, cat or other animal is kept, by frequent or continued barking, howling, yelping or screaming.
- (e) Construction and Maintenance Sounds: The excavation, erection, demolition, alteration, or repair of any buildings, structure, property or street between the hours of 9:00 P.M. and 7:00 A.M., on Sunday evening through Saturday morning and 9:00 P.M. Saturday Evening and 8:00 A.M. Sunday morning except for necessary emergency construction and maintenance to protect property or persons.
- (f) Compression Brakes: The non-emergency use of compression brakes (also known as Jacob's brakes) by the trucks.
- (g) Motor Vehicles: Sounding of vehicle horns, sirens, security alarm or other devices to attract attention that are not required in an emergency situation.
- (h) Outside musical performances: Outside musical performances, either amplified or non-amplified, at a public or private event between the hours of 10:00 P.M. and 7:00 A.M. Sunday through Thursday and 11:00 P.M. and 7:00 A.M. Friday and Saturday.

#### §5304. Evidence of violation

For the purposes of subsections (a), (b), (c), (d) and (e) of §5302, a noise or disturbance of such magnitude so as to be plainly audible in another building or in another dwelling unit located in the same building, or in the street or public way shall be deemed prima facie evidence of a violation of this [chapter].

#### §5305. Mufflers

A motor vehicle, including a motorcycle, moped, snowmobile, all-terrain vehicle, or other vehicle equipped with and propelled by engine, whether operated on a public street or on private property, shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke. A person shall not remove, destroy or damage any of the baffles contained in the muffler, nor shall a person

Any person may apply to the Board of Village Trustees for a variance from the requirements of this chapter prior to doing those acts. The applicant shall provide a list of property owners within two hundred fifty (250) feet of the site(s) where the activity is to occur. Ten (10) days advance written notice of the Board of Trustees meeting shall be provided to the property owners and residents appearing on the list. For good cause shown, the Board of Village Trustees may, in its sole discretion, either grant or deny the variance. If the variance is granted, the Board of Village Trustees may impose reasonable conditions to it.

#### §5308. Exemptions

Sounds from the following sources shall be exempt from the prohibitions specified herein and shall not be included in any measurements performed to determine compliance with [this chapter]:

- (a) All safety signals and warning devices or any other device used to alert persons to any emergency or used during the conduct of emergency work including but not limited to police, fire and medical/rescue vehicle sirens.
- (b) The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside of daytime hours.
- (c) Snow removal equipment operated within the manufacturer's specifications and in proper operating condition.
- (d) Musical, recreational and athletic events conducted by and on the site of a school or education institution and municipal institutions.
- (e) Events conducted by or permitted by the [Village]. Persons operating an event under the authority of an entertainment permit, parade, street event, or special use permit shall comply with all conditions of such permits with respect to noise control issues.
- (f) Construction or repair work which must be done to address an emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work which includes normal maintenance and repair.

Citizens of the Village of Woodstock have the right to petition the Village Board of Trustees to reconsider the adoption of this ordinance at a Special Village Meeting provided that such petition is presented to either the Village Trustees or the Village Clerk no later than July 26, 2013.

Any citizen with questions pertaining to this ordinance may contact the Municipal Manager, Philip B. Swanson at 457-3456 or stop in at the Town Hall during normal business

Search ...

Search

## **Upcoming Meetings**

#### Meeting Calendar

(https://outlook.office365.com/owa/calendar/4ae64e1ebc9f4ab0b4eeede20f847d81@town ofwoodstock.org/b7704850e16a47648bccfc9e20dd28ec15596964204721593342/calendar.html)

## **Hours of Operation:**

Monday-Friday 8:00-4:30

Listers: Monday-Friday 8:00-12:00

Town Clerk: Monday-Friday 8:00-4:30

Town Clerk's Office closed for lunch 12:00-1:00.

#### § 90-8 Independent contracts.

Nothing herein shall be construed to impair the ability of the Town of Hartford, acting by and through its Selectboard, convened as Water and Sewer Commissioners, to enter into independent contracts for the provision, extension or maintenance of municipal water and sewer services, systems, and improvements; provided, however, that a reasonable proportion of the cost thereof attributable to and paid by any person otherwise subject to the impact fee imposed by § 90-1 hereof shall be deducted from such impact fee.

#### § 90-9 Issuance of zoning permits.

No zoning permit shall be issued until full payment of, or adequate security for, the impact fee imposed by § 90-1 hereof shall be received in full by the Town Treasurer after computation by the Zoning Administrative Officer; provided, however, that such impact fee imposed on development deemed to be affordable housing within the meaning of 10 V.S.A. Chapter 15 may be paid in installments over a period of time to be determined by the Selectboard. Appeals from the decision of the Zoning Administrative Officer shall be made within 30 days to the Selectboard.

#### § 90-10 Construal of provisions.

- A. This chapter shall not be construed to repeal, modify or amend any existing ordinances of the Town of Hartford
- B. Nothing in this chapter shall be construed as limiting the right of the Planning Commission or Zoning Board of Adjustment, when approving applications before them, from attaching such reasonable conditions and safeguards as they may deem necessary to implement the purposes of Title 24, Chapter 117.

#### § 90-11 Violations and penalties.

Any person commencing or undertaking development in the Town of Hartford without first complying with the provisions of this chapter, including the payment of any impact fee imposed hereunder, shall be subject to a penalty as provided in § 1-16 of the Town Code for each day a violation of this chapter continues in existence. In addition to the penalties provided for herein, the Town shall have the power to enjoin and abate any violations of this chapter.

#### Attachments:

090a App A Impact Fee

# Chapter 110 **NOISE**

[HISTORY: Adopted by the Selectboard of the Town of Hartford 6-21-2001. Amendments noted where applicable.]

GENERAL REFERENCES

Loud noises by itinerant vendors — See Ch. 238. Zoning — See Ch. 260.

#### § 110-1 Purpose and authority.

A. It is hereby stated to be the policy of the Town of Hartford in the appropriate and permissible exercise of the police power of the municipality to prohibit unnecessary, excessive and annoying sound levels from all sources except as qualified below. At certain levels, such sounds become noise pollution and are detrimental to the health, safety and welfare of the citizens of the Town of Hartford and, to protect the public interest, such noise is forbidden and sanctioned by this chapter. This

#### PROPERTY LINE OR PLANE

A vertical plane including the property line which determines the property boundaries in space. When the term "property line" is used in this chapter, it refers to property plane.

#### PUBLIC PROPERTY

Any property owned by a public agency or instrumentality and held open to the public, including but not limited to parks, streets, sidewalks and alleys.

#### RESIDENTIAL PROPERTY

A parcel of real property which is zoned for residential use.

#### **SCHOOL**

Institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary, or collegiate levels.

#### SENSITIVE USE

A land use in which there is a reasonable degree of sensitivity as to noise. Such uses include single-family and multifamily residential uses, schools, hospitals, churches, rest homes, cemeteries, public libraries and other sensitive uses as may be determined by the individual enforcement officer at the time of complaint or enforcement.

#### SIMPLE TONE NOISE

Any sound which is distinctly audible as a single pitch (frequency) or set of pitches. It includes sound consisting of speech and music.

#### SOUND LEVEL

The sound pressure level and decibels as measured with a sound level meter using the A-weighting network. The unit of measurement is referred to herein as "dBA."

#### SOUND LEVEL METER

An instrument meeting American National Standard Institute (ANSI) Standard Number S1.4A-1985 for Type I or Type II sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

#### § 110-3 Exemptions.

- A. Noise or sound emanating from the following sources and activities are exempt from the provisions of this chapter:
- (1) Sounds sources typically associated with residential uses: children at play (but not including use by children of sound-amplification devices of any description and not including children using any power accessory, toy or vehicle of any description), air-conditioning and similar equipment, but specifically not including barking dogs.
- (2) Sound sources associated with usual and customary outdoor property maintenance (e.g., lawnmowers, edgers, blowers, pool pumps, power tools, chain saws, or other such equipment, etc.), provided that such activities do not take place between the hours of 9:00 p.m. and 7:00 a.m. There is no time limitation with regard to snow removal equipment.
- (3) Safety, warning and alarm devices, including house and car alarms, and other warning devices which are designed to protect the health, safety and welfare of the citizens of the Town of Hartford in general or the occupant of a property in particular.

employee performing the sound sampling.

D. It shall be a violation of this chapter for any person to refuse to cooperate with, or to obstruct, any municipal officer, agent or employee in determining the ambient sound level of a commercial, noncommercial, private or public sound source. Such cooperation shall include, but is not limited to, the shutting off or quieting of any sound source so that an ambient sound level can be measured.

## $\S~110\mbox{-}5$ Residential and other sensitive use areas.

A. In addition to the prohibitions set forth in § 110-6 below, it shall be unlawful for any person at any location to create any sound or to allow the creation of any sound on any property owned, leased, occupied or otherwise controlled by such person which causes the exterior sound level when measured at the property line of any affected single- or multiple-family residence, school, hospital, church, rest home, cemetery, public library or other sensitive use to exceed the sound level standards as set forth in Table I below:

#### Table I

#### Sound Level Standards

#### (for fixed sound sources)

	Daytime	Nighttime
Sound Level Description	7:00 a.m. to 10:00 p.m.	10:00 p.m. to 7:00 a.m.
Hourly Leq, dB	50	45
Maximum Level, dB	70	65

- (1) In the event the measured ambient sound level exceeds the applicable sound level standard identified in Table I, the sound level standard (the standard against which violations are measured) shall be adjusted so as to equal the ambient sound level plus three dB.
- (2) Each of the sound level standards specified in Table I shall be reduced by five dB for simple tone noises, consisting of speech and music. However, in no case shall the sound level standard be at a lower level than the ambient sound level plus three dB
- (3) If the intruding sound source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient sound level can be measured, the sound level measured while the source is in operation shall be compared directly to the sound level standards of Table I.
- B. In addition to the sound level standards established in Table I, it shall be unlawful for any person at any location to produce any amplified music or sound which causes the exterior sound level when measured at the property line of any affected single- or multiple-family residence, school, hospital, church, rest home, cemetery, public library or other sensitive use to exceed the sound level standards set forth in Table II below:

#### Table II

Sound Level Standards

(for amplified sound sources)

- (9) The time of day or night the sound occurs.
- (10) The duration of the sound.
- (11) Whether the sound is recurrent, intermittent or constant.
- Violations of this section are violations of this chapter and are enforceable as provided herein. § 110-7 Exceptions.
- A. An exception may be requested from any section or provision of this chapter. Requests for exception shall be applied for on application forms to be provided by the Town Manager or the Zoning Administrative Officer or his or her designee. Exceptions for construction activities or special events shall conform to the criteria listed in Subsections B and C below, respectively. All other exception requests shall be evaluated against the criteria in Subsection  $\mathbf{D}$  below.
- Construction-related noise. If the applicant can show the Town Manager, Zoning Administrative Officer or his or her designee that, after investigation of available sound-suppression techniques for construction-related noise, immediate compliance with the requirements of this chapter would be impractical or unreasonable, due to the temporary nature or short duration of the activity for which an exception is sought, a permit to allow exception from this chapter may be issued. The approving authority must consider the following factors for construction-related exceptions, though the following list is not exclusive:
- (1) Conformance with the intent of this chapter.
- (2) Uses of existing property which are considered sensitive uses within the area affected by the sound
- (3) Factors relating to the beginning and completing of the work or activity.
- (4) The time of day or night for which the exception is sought.
- (5) The duration of the activity.
- (6) The general public interest, welfare and safety.
- C. Noise related to special events. If the applicant can show the Town Manager, Zoning Administrative Officer or his or her designee that the characteristics of a special event indicate that immediate compliance with this chapter would be impractical due to the type of event or unreasonable due to its temporary nature or short duration, a permit allowing exception may be issued. Special events factors for consideration shall includes at least the following:
- (1) Conformance with the intent of this chapter.
- (2) Uses of existing property which are sensitive uses within the area affected by the sound for which
- (3) Hardship to the applicant or community if not granting the exception.
- (4) The time of day or night for which the exception is sought.
- (5) The duration of the activity.
- The general public interest, welfare and safety.
- General. If the applicant can show the Town Manager, Zoning Administrative Officer or his or her D.

From:

Kelsey Wood <kelsey.wood@greenbackercapital.com>

Sent:

Tuesday, April 19, 2022 7:32 PM

To:

Julie Hance

Cc:

Asset Management; Lee Gustafson

Subject:

RE: [EXTERNAL] Solar Farm, Chester, Vermont

**Attachments:** 

chart-data Chester Monthly Production since COD.xlsx

Hi Julie,

The answers to your questions are below in red.

The link below will actually let everyone monitor production of the garden, which is a feature that is new to me so feel free to share with your people. My Field Ops counterpart has been out on vacation for the last week so I am waiting on a more detailed analysis of what the maintenance entails, but the answer below in red is what I know it to be at a high level. I can try to zoom into your meeting at some point if you think that would be helpful to talk about the management of the garden. Let me know if you think that would be helpful and I would be happy to do that.

When Meg gets back I can get you more details on our maintenance (especially the vegetation) and she also works in VT so I'm hoping she might know an appraiser. I may have a little more to give you before the meeting from another colleague tomorrow too.

Best, Kelsey

- 1. What is the production history of the field? Attached
- 2. Is there a monitoring portal we can access? <a href="https://hmi.alsoenergy.com/powerhmi/publicdisplay/686c7022-b5e7-438e-8a52-4f3c5f8b67f4/main?arg=MzUyNjA%3d&lang=en-US">https://hmi.alsoenergy.com/powerhmi/publicdisplay/686c7022-b5e7-438e-8a52-4f3c5f8b67f4/main?arg=MzUyNjA%3d&lang=en-US</a>
- 3. What is the make and model of the panels and inverters? Panel: Trina Solar TSM-PD14 Inverters: Advanced Energy AE-3TL (23KW & 20KW)
- 4. What is the warranty on the panels and inverters? There is, but they expire in 2025. I am not certain about whether or not you can extend them.
- 5. What would be anticipate maintenance of the solar farm? Bi-annual preventative maintenance is performed on all of our equipment by our third part O&M provider that reports to our Field Operations team, and at least bi-annual vegetation maintenance, as well as an corrective maintenance that comes up when the site goes down, or an outage might be triggered.
- 6. Any information relative to the contracts with Pittsford and Saint Johnsbury? Can we see these contracts? For modeling purposes, the Town of Chester is allocated 31.7% of the garden's production so what you pay us is about a third of the PPA revenue. Beyond that there is also they management of these contracts, which I would be happy to discuss at length over a call. Community solar gardens can be an administrative burden to manage, but the intricacies are too overreaching to get in over email.



KELSEY WOOD, (SHE HER) ASSET MANAGER GREENBACKER CAPITAL O 207-203-9482 M 207-807-2598 30 Danforth Street, Suite 206 Portland, ME. 04101 www.greenbackercapital.com kelsey.wood@greenbackercapital.com







From: Julie Hance < julie.hance@chestervt.gov>

Sent: Tuesday, April 19, 2022 3:39 PM

To: Kelsey Wood <kelsey.wood@greenbackercapital.com>

Cc: Asset Management <assetmanagement@greenbackercapital.com>; Lee Gustafson@vermontel.net>

Subject: RE: [EXTERNAL] Solar Farm, Chester, Vermont

CAUTION: External Email. This email originated from outside of the organization. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Kelsey.

I am just checking in on the status of the information I had requested, as well as the credentials for Lee Gustafson. The Board meets tomorrow evening and the solar farm purchase is on the agenda. I am hoping to have as much information as I can for that meeting.

Thank you.

## Julie S. Hance

Town Manager Chester, Vermont 05143 (802) 875-2173 Julie.hance@chestervt.gov

From: Kelsey Wood < kelsey.wood@greenbackercapital.com >

Sent: Friday, April 15, 2022 1:47 PM

To: Julie Hance < julie.hance@chestervt.gov>

Cc: Asset Management <assetmanagement@greenbackercapital.com>; Lee Gustafson@vermontel.net>

Subject: RE: [EXTERNAL] Solar Farm, Chester, Vermont

Apologies, I read this after I sent that last message. I will make the login for Lee. Have a great weekend!

From:

Kelsey Wood <kelsey.wood@greenbackercapital.com>

Sent:

Wednesday, April 20, 2022 1:39 PM

To:

Julie Hance

Cc:

Asset Management; Lee Gustafson

Subject:

RE: [EXTERNAL] Solar Farm, Chester, Vermont

Hi Julie,

The paragraph below is a little more eloquent explanation of the difference between corrective vs preventative.

In February of last year there was extremely heavy snow soiling in VT that was a problem across our fleet in the state. On the Chester garden in particular, the soiling cause communications issues with our DAS system. We visited at the end of February and contacted AlsoEnergy at that point to troubleshoot the datalogger. At that time, because the system was buried in snow, the inverters didn't have enough power to turn on or power the communication equipment. The entire month of February had super low production across our entire VT fleet last year due to the snowfall.

I am free between 11-3 tomorrow, or all day after 11 on Friday to discuss the administrative management of the garden in more detail so let me know if that will work for you.

Best, Kelsey

"Maintenance activities for solar arrays can be categorized into corrective and preventative actions. Preventative visits should occur annually if not biannually and be comprised of a thorough electrical inspection by a qualified and licensed electrical contractor. That should include thermal imaging to identify possible loose connections and components under stress. Note, there are both AC and DC electrical components onsite. A thorough mechanical inspections to ensure identification of loose hardware and any components that show signs of movement as an addition to the electrical inspection is recommended. Corrective visits are generally in response to underperformance, equipment faults, follow up to preventative visits or loss of telemetry from monitoring systems. Actions needed can include, but are not limited to, troubleshooting of the AC or DC power paths, providing onsite analysis or tests to the equipment manufacturers and monitoring system troubleshooting. All of which often result in equipment, component, or over current protection device replacement."



KELSEY WOOD, (SHE HER)
ASSET MANAGER
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Portland, ME. 04101
www.greenbackercapital.com
kelsey.wood@greenbackercapital.com

Site Time	PowerLogic PM850 Kilowatt hours	Site Performance Estimate Kilowatt hours
8/1/2015 0:00		3,060.02
9/1/2015 0:00	87,463.08	85,627
10/1/2015 0:00	76,654.73	66,226.73
11/1/2015 0:00	58,635.03	51,043.25
12/1/2015 0:00	28,637.72	38,362.06
1/1/2016 0:00	37,142.67	46,520.05
2/1/2016 0:00	54,853.25	56,025.24
3/1/2016 0:00	84,974.19	81,764.52
4/1/2016 0:00	94,497.91	94,342.82
5/1/2016 0:00	90,597.44	99,481.70
6/1/2016 0:00	109,357.94	96,994.59
7/1/2016 0:00	110,796.19	108,514.30
8/1/2016 0:00	101,484.44	100,803.50
9/1/2016 0:00	89,115.31	85,197.98
10/1/2016 0:00	59,935.06	65,894.91
11/1/2016 0:00	49,238	50,787.51
12/1/2016 0:00	27,099.63	38,169.86
1/1/2017 0:00	33,168.75	46,286.97
2/1/2017 0:00	33,446	55,744.54
3/1/2017 0:00	68,110.25	81,355.98
4/1/2017 0:00	80,105.13	93,871.43
5/1/2017 0:00	85,332.63	98,984.62
6/1/2017 0:00	91,821.50	96,509.95
7/1/2017 0:00	92,884.50	107,972.10
8/1/2017 0:00	100,429.13	100,299.80
9/1/2017 0:00	86,462.75	84,772.29
10/1/2017 0:00	73,766.88	65,565.66
11/1/2017 0:00	44,969	50,533.75
12/1/2017 0:00	14,279.50	37,979.14
1/1/2018 0:00	29,192.38	46,055.70
2/1/2018 0:00	28,247	55,466.01
3/1/2018 0:00	48,882.38	80,949.48
4/1/2018 0:00	74,799.38	93,402.39
5/1/2018 0:00	103,283.25	98,490.04
6/1/2018 0:00	103,725	96,027.73
7/1/2018 0:00	107,627.50	107,432.60
8/1/2018 0:00	91,148.75	99,798.67
9/1/2018 0:00	69,867.50	84,348.72
10/1/2018 0:00	49,709.75	65,238.06
11/1/2018 0:00	28,742.50	50,281.25
12/1/2018 0:00	40,067.25	37,789.38
1/1/2019 0:00	23,056.50	45,825.57
2/1/2019 0:00	32,411.25	55,188.87
3/1/2019 0:00	69,304.25	80,545.01
4/1/2019 0:00	76,025.25	92,935.70
5/1/2019 0:00	84,421.25	97,997.92
		· / <del>-</del>

6/1/2019 0:00	100,556.50	0F E47 04
7/1/2019 0:00	112,779.50	95,547.91
8/1/2019 0:00	109,447.75	106,895.80
9/1/2019 0:00	90,673.50	99,300.02
10/1/2019 0:00	55,629.25	83,927.26
11/1/2019 0:00	51,897.25	64,912.09
12/1/2019 0:00	23,892.75	50,030.02
1/1/2020 0:00	30,865.50	37,600.55
2/1/2020 0:00	37,068.75	45,596.60
3/1/2020 0:00	76,138.75	54,913.11
4/1/2020 0:00	80,505.25	80,141.45
5/1/2020 0:00	113,963	92,470.07
6/1/2020 0:00	104,510	97,506.93
7/1/2020 0:00	108,139	95,069.20
8/1/2020 0:00	97,186	106,360.30
9/1/2020 0:00	92,619	98,802.50
10/1/2020 0:00	62,540	83,506.77
11/1/2020 0:00	44,871	64,586.87
12/1/2020 0:00	24,473	49,779.36
1/1/2021 0:00	26,445	37,412.17
2/1/2021 0:00	453	45,368.15
3/1/2021 0:00	77,966	54,637.98 70.741.03
4/1/2021 0:00	82,783	79,741.02
5/1/2021 0:00	98,859	92,008.03
6/1/2021 0:00	103,962	97,019.73
7/1/2021 0:00	80,839	94,594.17
8/1/2021 0:00	89,684	105,828.80 98,308.82
9/1/2021 0:00	78,397	•
10/1/2021 0:00	56,090	83,089.52
11/1/2021 0:00	50,498	64,264.16
12/1/2021 0:00	22,183	49,530.63 37,225.23
1/1/2022 0:00	7,283	45,141.46
2/1/2022 0:00	36,927	54,364.98
3/1/2022 0:00	69,492.33	54,364.98 79,342.59
4/1/2022 0:00	51,703.89	56,253.36
	,	30,233.30

#### SOLAR ENERGY SERVICES AGREEMENT

(Host Customer)

This Solar Energy Services Agreement (this "Agreement") is made and entered into as of February 38, 2014 (the "Effective Date"), by and between Green Lantern Capital, LLC, a Vermont limited liability company ("Service Provider") and the Town of Chester ("Customer"). Service Provider and Customer shall be referred to herein, each, as a "Party" and collectively, as the "Parties."

#### RECITALS

WHEREAS, Customer desires to increase its use of renewable power through net metering and to promote the generation of renewable energy from solar photovoltaic facilities constructed in Vermont; and

WHEREAS, the Parties desire that Service Provider construct a solar photovoltaic electricity generating facility with a nominal capacity of approximately 500 kW (AC) on Customer's premises as described on Exhibit A hereto (the "System") within the service territory of Green Mountain Power Corporation (the "Utility"). Commissioning of the System is expected to occur on or before November 30th, 2014 (the "Estimated Commissioning Date"); and

WHEREAS, Service Provider intends to petition the Vermont Public Service Board (the "PSB") for a Certificate of Public Good (the "CPG") to construct and install the System and operate the System as a group net-metering system pursuant to 30 V.S.A. § 219a and § 248 (the "Group Net Metering System"). Service Provider will be a member of the Group Net Metering System and have the right to appoint the administrator for the Group Net Metering System; and

WHEREAS, following the commissioning of the System, the Utility will allocate to the designated electric meters of the members of the Group Net Metering System (each, a "Group Member") credits for the kilowatt hours of electricity output generated by the System. Credit for electricity output generated by the System shall be allocated among the Group Members' electricity meters pursuant to allocation instructions provided to the Utility by the administrator. Each kilowatt hour allocated to a designated electric meter of a Group Member will result in a corresponding monetary credit against the Utility charges for such meter (such monetary credits attributable to output of the System, "Net Metering Credits"); and

WHEREAS, Customer intends to provide Service Provider with a non-exclusive license and grant of easement to access the Premises and occupy the Site for the purposes of constructing, installing, operating, maintaining, replacing, and repairing the System; and

WHEREAS, the Customer desires to engage the services of the Service Provider, become a Group Member, and receive the benefits of Net Metering Credits attributable to the electricity output of the System pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, the Service Provider desires to construct, operate and maintain a solar photovoltaic electricity generating facility on Customer's premises and to administer the Group Net Metering System with the Utility on behalf of the Customer on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, the Parties hereby covenant and agree as follows:

#### ARTICLE I DEFINITIONS

Capitalized terms used herein but not otherwise defined herein shall have the following meanings:

"Business Day" means any day other than Saturday, Sunday or a day on which the Federal Reserve Bank is authorized or required to be closed.

"Construction Period" means the period commencing on the Effective Date and ending on the Service Commencement Date.

"Customer Meters" means all Meters of the Customer or Meters included at Customer's request or direction in the Net Metering Arrangement contemplated by this Agreement.

"Environmental Credits" means any and all mandatory or voluntary federal, state or local renewable energy certificates or emissions credits, rebates, subsidies, incentive payments or any other green tags, tax credits, grants or other benefits or incentives related to the environmental characteristics of the System, whether related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the date hereof or enacted thereafter.

"Lender" or "Lenders" means, either in the singular or collectively, as applicable, the entities lending money, extending credit or providing debt, equity or lease financing for or secured by the System and any trustee or agent acting on any such Person's behalf.

"Meters" shall mean each of the designated electric meters of the members of the Group Net Metering System to which credit for electricity generated by the System is allocated from time to time, including each of the electricity meters listed in <a href="Exhibit C">Exhibit C</a> hereto.

"Net Metering Arrangements" means an agreement between one or more electric utility customers, located within the same electric company service territory, to combine electricity in order to share and allocate credits for the electricity generated by a qualified renewable-generation facility pursuant to 30 V.S.A. § 219.

"Output" means all of the electricity produced by the System and delivered to the Host Utility, measured in kilowatt hours.

"Premises" means any and all real property belonging to the Customer within the boundaries of which the Site and the System shall be located.

"Qualified Assignee" means a business organization deemed by Service Provider, in its sole discretion, to possess experience in the operation and management of commercial solar generating systems.

"Service Commencement Date" has the meaning given to such term in Section 2.4.

"Services" means any and all of the services provided by Service Provider to Customer pursuant to this Agreement, including but not limited to, admitting the Customer as a Group Member, administration of the Group Net Metering Arrangement contemplated hereby, production and delivery of Output by the System to the Utility, and the allocation of Net Metering Credits to the designated Customer Meters.

"Site" means the areas on the Premises on which the Service Provider will install the System, as described in Exhibit A-1 hereto.

"System" shall have the meaning given to such term in the recitals hereto, and shall include all equipment, facilities and materials, including photovoltaic arrays, DC/AC inverters, wiring and other components included therein. The System excludes any part of the Customer's existing electrical systems

that are owned or leased, operated, maintained and controlled by Customer, and interconnected with the Utility.

#### ARTICLE II TERM AND SCHEDULE

- Section 2.1 <u>Service Term</u>. The "<u>Service Term</u>" shall be the initial period of 20 years commencing on the Service Commencement Date, unless terminated earlier in accordance with the terms and conditions of this Agreement. If the Parties mutually agree, the Service Term may be extended by one additional 5-year term. The term of this Agreement shall commence on the Effective Date and terminate on the expiration of the Service Term, unless terminated earlier in accordance with the terms and conditions of this Agreement.
- Section 2.2 <u>Schedule</u>. Provider will endeavor to obtain all permits and approvals required for the construction, installation, start-up and operation of the System, including the CPG (collectively, "<u>Permits</u>"), and to complete the commissioning of the System on or before the Estimated Commissioning Date. Service Provider will give Customer at least ten (10) Business Days' notice prior to the commencement of construction.
- Section 2.3 <u>Construction Preconditions</u>. Notwithstanding the foregoing or anything herein to the contrary, Service Provider and Customer shall have no obligation to proceed with construction and installation of the System, unless the following conditions precedent (collectively, the "<u>Construction Preconditions</u>") have been satisfied or waived by Service Provider on or prior to September 31<sup>st</sup>, 2014 ("<u>Conditional Early Termination Date</u>"):
- (a) Service Provider shall have obtained all necessary federal, state and local Permits for construction and installation of the System, together with any other approvals or permits that the Service Provider, in its Sole discretion, deems necessary or desirable: (1) for the construction and installation of the System, (2) for the provision of Services to the Customer under this Agreement, (3) for the certification of the Environmental Credits, and (4) for the Net Metering Arrangement contemplated hereby, and all such approvals, permits, licenses and authorizations shall be in force and effect.
- (b) Provider shall have obtained any necessary easements, leases, licenses, consents and approvals and property and other rights that Service Provider, in its Sole discretion, deems necessary or desirable for the construction, installation, operation and maintenance of the System.
- (c) Service Provider shall have obtained all funding and financing commitments for the System from one or more third parties on terms acceptable to Service Provider, in its sole discretion.
- (d) Service Provider shall have completed its due diligence review relating to Customer, the Premises and the Site, including legal, accounting and technical reviews, and the results of such review shall be satisfactory to Service Provider in its sole discretion. Such due diligence review may include visits by Service Provider to the Premises, meetings between Service Provider's management and Customer's management, and other due diligence activities reasonably deemed necessary by Service Provider. In the event Service Provider elects not to proceed under this provision, it shall provide the Customer with a copy of all documents compiled or reviewed during its due diligence review.
- (e) Customer has, on or before the Conditional Early Termination Date, been authorized to convey the easement interest as substantially set forth in Exhibit E pursuant to 24 VSA s1061.and has received approval from Vermont Drinking Water and Groundwater protection Division as referenced in Paragraph 3.4.

Section 2.4 <u>Service Commencement Date</u>. Service Provider will give Customer not less than three (3) Business Days' prior notice that the System will begin delivery of Output to the Utility. The first date after such notice on which the System actually delivers Output to the Utility, which

subsequently results in Net Metering Credits for such Output being allocated by the Utility to Customer's electricity bills, is referred to herein as the "Service Commencement Date."

Section 2.5 Optional Termination Rights. If (a) the Construction Preconditions are not satisfied or waived on or prior to the Conditional Early Termination Date and construction has not commenced, or if (b) the Service Commencement Date does not occur within one hundred eighty (180) days after the Estimated Commissioning Date and the Service Commencement Date has not yet occurred, then the Service Provider and Customer shall each have the option to terminate this Agreement in accordance with and subject to the terms and conditions of Section 11.1 hereof. The foregoing termination right shall be Customer's and Service Provider's sole remedy for any failure to provide Services within the periods described in (a) and (b) above, and in no event shall Service Provider and Customer be liable to one another for any damages or losses of any kind arising out of any failure to obtain or maintain any necessary Permit or any failure to complete the commissioning of the System or all or any aspect of the construction or installation of the System.

# ARTICLE III PERMITTING, CONSTRUCTION AND INSTALLATION OF SYSTEM

Section 3.1 <u>Location of System</u>. The System will be located on the Site, as further described in <u>Exhibit A-1</u> hereto. Any changes to the location of the Site or installation of any System component outside of the Site shall require the consent of the Customer.

Section 3.2 Permitting. Service Provider shall be responsible for obtaining all Permits required for the construction, installation, start-up, maintenance, servicing and operation of the System and the performance of the Service Provider's obligations hereunder. The Service Provider shall prepare all applicable CPG petition documents and filings and be a co-petitioner along with Customer during the PSB approval process for the CPG. Customer will provide reasonable cooperation and assistance to Service Provider in obtaining all Permits, including executing all applicable applications, petitions and related documents as may be reasonably requested by Service Provider in connection with the CPG. All Permits shall be owned and controlled by Service Provider. To the extent that any Permit must be obtained and/or held by Customer, then Customer agrees that it will grant all material decision-making rights with respect to such Permit to Service Provider and will fully cooperate in the process of obtaining such Permit. All costs and expenses of obtaining any Permits, the PSB approval process and obtaining the CPG for the System and the Net Metering Arrangement contemplated hereby, including all costs, fees and expenses for professional services, shall be the sole responsibility of Service Provider.

Section 3.3 Construction of System; Installation Plan. The installation, construction, servicing and testing of the System shall be consistent with the technical specifications set forth in Exhibit A, and be performed in a good and workmanlike manner and in accordance with applicable laws and regulations. The System shall be constructed and installed as provided in an installation plan prepared and furnished by Service Provider (the "Installation Plan"). Customer shall have fifteen (15 business days after the date it receives the Installation Plan to inform Service Provider that it does not approve of the Installation Plan and the reasons therefore. If notice of non-approval is not received within fifteen (15) days as stated herein, it shall be deemed approved. Upon any proposal by the Service Provider for a change or modification to the System, the technical specifications for the System or the Installation Plan, the Service Provider shall provide to the Customer the plans and specifications of such change or modification. Such plans and specifications shall be subject to the review and written approval of the Customer, which approval shall not be unreasonably withheld, conditioned or delayed. Such change, modification, plans and/or specifications shall automatically be deemed approved by Customer unless Customer provides a written notice of objection to Service Provider within fifteen (15) Business Days of Customer's receipt of the revised Installation Plan that describes the reason for Customer's objection.

Section 3.4 Water Source Protection Plan. In addition to the PSB approval process for the CPG, prior to construction, Customer must receive approval by the Vermont Drinking Water and Groundwater

Protection Division to allow for the construction and use contemplated by this Agreement. Any action by Service Provider, its employees, agents or contractors which causes a penalty assessed or remediation order against Customer, shall be considered an event of default. Subject to Section 10.5, Service Provider shall have the opportunity to cure the default, and shall be responsible for any assessment and remediation order against Customer, and shall indemnify and hold Customer harmless therefrom. In the event any remediation order is imposed against Customer, Customer shall immediately engage in the required remediation and Service Provider shall indemnify and hold Customer harmless from any costs incurred thereby, including but not limited to any attorney fees incurred by Customer for enforcing the terms of this section.

- (a) No construction, storage of construction of materials for construction, staging, access or installation of any part of the System shall occur, within the 200 foot radius (Zone 1 of Source Protection Area) surrounding any well. The 200 foot radius zones shall be clearly marked. Service Provider shall layout with flags and stakes the location of access to the Site, the area in which the System is to be located, any construction easements, and staging and laydown areas. All contracts between Service Provider and any subcontractors shall clearly state the requirement of this subsection, and Service Provider shall be responsible for supervising and monitoring the requirement of this subsection
- (b) During construction, fuels, industrial chemicals, and hazardous material or wastes shall not be stored within the 200 foot radius (Zone 1 of Source Protection Area) of any well location. Installation contractors shall provide written Contingency Plans describing how they will immediately respond to, and mitigate, any releases of contaminates during the construction period. Service Provider shall be responsible for supervising and monitoring the requirement of this subsection. All lubricants used on the Project shall be "food grade."
- (c) When construction is completed, the contractor shall certify to Customer in writing that no fuels, industrial chemicals, or hazardous materials or wastes have been left behind, in, or on the soils or in the groundwater. Prior to and during construction, Customer shall have the right to monitor and inspect the Premises to assure compliance with the provisions of this Agreement and after construction, periodically, at a frequency to be determined by Customer. Customer shall have the right to inspect or set up monitoring equipment to assure compliance with these provisions.
- (d) Necessary state and local permits for storm water management and erosion control shall be obtained and followed to minimize surface impacts at the Site from the solar panel installation and operation.
- (e) There shall be no use of salt on any access road to the Site. No fuels, industrial chemicals, or hazardous materials or wastes shall be stored at the Site or on any access road to the Site. Service Provider shall be responsible for supervising and monitoring the requirement of this subsection.
- (f) Any liquid-cooled electrical transformers or other electrical equipment used on the site shall be certified as PCB-free. Service Provider shall provide and conduct periodic inspections of this equipment as recommended by the manufacturer. Contingency plans to address possible leaks of hazardous materials shall be provided to Customer no less than annually and updated as appropriate.
- Section 3.5 <u>Construction Contractors</u>. Service Provider may hire qualified and licensed contractors to design, build, install, construct, service and test the System. Service Provider shall have the right to enter into contracts with contractors, installers, equipment providers and other third parties as Service Provider shall select in its discretion to perform its obligations under this Agreement, provided

however that the use of such third parties shall not relieve Service Provider of its obligations and responsibilities hereunder.

Section 3.6 <u>Interconnection</u>. Service Provider shall be responsible for the interconnection of the System and shall be solely responsible for all costs, equipment, maintenance, repairs and inspections associated therewith. Customer shall cooperate with the Service Provider, the Utility and municipal and regulatory authorities in Service Provider's pursuit of all permits, approvals, and other authorizations that may be required in order to effect the interconnection of the System. Service Provider shall promptly pay or reimburse the Customer for any costs or expenses incurred by Customer in connection with any such cooperation. In connection with the interconnection of the System, Service Provider shall cause to have installed one or more Meters at the Site, which shall measure the electricity generated by the System and the electricity usage of the System (the "Service Provider Meters").

# ARTICLE IV SYSTEM OUTPUT AND ALLOCATION

Section 4.1 <u>Allocation Instructions</u>. On or before the Service Commencement Date, Service Provider shall instruct the Utility to allocate credit for the Output of the System to the Customer Meters in accordance with the allocation instructions attached hereto as <u>Exhibit C</u> (the "<u>Allocation Instructions</u>"). Service Provider shall have the right to: (a) designate from time to time, in its sole discretion, the administrator and designated person (as defined in 30 V.S.A. § 219a(g)(1)) for this Group Net Metering System (the "<u>Administrator</u>"); and (b) change, amend or modify the Allocation Instructions to maximize the monetary value of the Net Metering Credits or the benefits to the Customer under the Allocation Instructions. Upon Service Provider's request from time to time during the term of this Agreement, Customer shall cooperate with Service Provider to identify the optimum allocation of the Output of the System that maximizes the monetary value of the Net Metering Credits or benefits to the Customer.

Section 4.2 System Output. During the Service Term, the System is estimated to have an approximate annual generating capacity of 750,000 kWh. Customer acknowledges and agrees that: (i) the Output from the System will vary from time to time; (ii) Service Provider is not providing any warranty or guarantee of any particular level of Output of the System; (iii) during any Utility billing period during the term of this Agreement, Customer's Utility charges for the Customer Meters may exceed the Net Metering Credits attributable to Output of the System for such billing period (for example, if Customer's electricity usage exceeds the Output of the System); (iv) Customer is solely responsible, at its cost and expense and through its Utility, for paying any and all Utility charges in excess of the Net Metering Credits allocated to Customer or when the System is not in operation; and (iv) Service Provider is not a utility or an electricity provider and does not assume any regulatory or statutory obligations of a utility or electricity provider.

Section 4.3 <u>Interruptions Are Expected</u>. The Parties acknowledge and understand that the System consists of intermittent generation facilities, and will not provide an uninterrupted supply of electricity or Output. Utility service shall continue to be provided by Utility to the Customer under applicable rules and tariffs. This Agreement provides no warranty or guarantee to Customer with respect to the supply of electricity or Output. Service Provider shall not be liable for any damages caused by or resulting from any interruption in the provision of electricity or Output during the Term, nor shall Service Provider be responsible for the cost of alternative supplies of electricity during any interruption.

Section 4.4 <u>Service Provider's Interruption of Output</u>. Notwithstanding anything to the contrary herein, Service Provider shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection, maintenance, repair, replacement, construction, installation, removal or alteration of the equipment used for the production or delivery of Output, or at the direction of authorized Governmental Authorities or electric utilities. Other than in the event of unexpected interruptions or in the event of an emergency, Service Provider shall give Customer notice at least five (5) Business Days prior to an interruption of Output deliveries and an estimate of the expected duration of the interruption.

#### ARTICLE V SERVICE COSTS, INVOICING AND PAYMENT

- Section 5.1 <u>Service Price</u>. Customer agrees to pay Service Provider the price for Services set forth on <u>Exhibit B</u> hereto, which is incorporated herein by reference and shall have the same force and effect as though fully set forth herein in its entirety (the "<u>Service Price</u>").
- Section 5.2 <u>Billing</u>. The Customer will be charged on a monthly basis starting on the Service Commencement Date, a flat amount that is equal to the Estimated Monthly Service Price (as defined in <u>Exhibit B</u> hereto), which amount shall be prorated for the first month. The monthly payment will be due and payable on the first (1st) business day of each month. Service Provider shall conduct an annual audit of System Output upon the anniversary of the Service Commencement Date and shall reconcile the Customer's billing account to actual electricity produced.
- Section 5.3 <u>Payments</u>. Customer shall pay the full amount of each such invoice pursuant to Exhibit B by automatic recurring electronic funds transfer, to be arranged by Service Provider and Customer on the Service Commencement Date.
- Section 5.4 <u>Late Fees</u>. If any part of a monthly payment is not made by Customer within twenty (20) days following the Due Date, Customer agrees to pay Service Provider a late fee that shall accrue on the basis of the lesser of one percent (1%) per month or the highest rate permissible under applicable law, in either case, compounded monthly ("<u>Late Fee</u>"). The Late Fee shall be imposed upon the unpaid balance, including any prior unpaid late payment charges and shall be assessed on such unpaid balances once each month after it is initially imposed on an unpaid balance, so long as a balance remains unpaid.
- Section 5.5 <u>Monthly Reports</u>; <u>System Monitoring</u>. Customer shall cooperate with Service Provider to obtain monthly reports from the Utility explaining how System output and Net Metering Credits were allocated among the Meters, how such Net Metering Credits were valued by the Utility, and if there are excess Net Metering Credits available for use in future months. Service Provider shall use data acquisition firmware and an Ethernet connection to monitor the performance of the System. Accordingly, Service Provider agrees that it shall provide Customer access to all System performance data.

#### ARTICLE VI ACCESS AND SPACE PROVISIONS

- Section 6.1 <u>Grant of Easement</u>. Customer shall grant Service Provider a non-exclusive easement in the form attached hereto as Exhibit E (the "<u>Easement</u>") to access the Premises and occupy and use the Site for the purposes of constructing, installing, operating, maintaining, replacing, and repairing the System as more fully set forth in the Easement.
- Section 6.2 Adequate Space for Construction. Customer shall provide Service Provider with adequate space on the Premises during the Construction Period for Service Provider's construction and installation of the System, including reasonable staging and laydown areas (hereinafter the "Permitted Areas"). The Service Provider will comply with all laws, ordinances, orders, rules, permit approvals and regulations, including without limitation all environmental and occupational, health and safety requirements relating to the Service Provider's use or occupancy of the Premises and the construction of the System and the operation thereof, with respect to activities, conduct, safety and harassment.

### Section 6.3 Adequate Access for Service Provider.

(a) Customer shall provide Service Provider adequate access to the Permitted Areas and the Site for Service Provider's construction, installation, operation, maintenance, and, to the extent applicable, replacement or removal, of all or part of the System. Upon notice to Customer (the "Site Access Notice"), the Service Provider shall be provided access to those portions of the Permitted Areas and the Site to construct and install the System. Otherwise, upon reasonable request and in the event of

an emergency, Service Provider shall be allowed to access to the Premises and the Site to perform any other functions as may be necessary for Service Provider to fulfill its obligations under this Agreement, including inspection, repair, replacement, construction, installation, removal, alteration, expansion, or calibration of the metering equipment and the System.

(b) As used in Section 6.1 and this Section 6.2, reference to and access rights applicable to Service Provider shall include Service Provider's agents, contractors (including second-tier contractors), successors and assigns.

Section 6.4 <u>Obstructions</u>. Customer shall not install or permit to be installed on or near the Premises or the Site (or any other property owned or controlled by Customer) any physical obstruction that has or could reasonably be expected to have the effect of reducing the electrical generation of the System or Output in any material respect.

Section 6.5 Access by Customer to System. Because the System will be located on the Premises, the Parties acknowledge that Customer will have access to the Site for maintenance, safety, security, and emergency purposes (other than with respect to the System). Customer shall take reasonable precaution so that the operation of the System is not disrupted, and the System is not damaged or its output degraded as a result of actions or inactions of Customer or its designee(s) or invitees. Customer shall give the Service Provider twenty four (24) hours advanced notice whenever the Customer intends to access the Site, unless such access by the Customer be necessary for emergency purposes or in order to avoid damage to the System, the Site or a person. Notwithstanding the foregoing or anything in this Agreement to the contrary, nothing herein shall create any duty or obligation on the part of Customer or any affiliate thereof to maintain, repair, construct, operate, secure or service the System or the Site.

Section 6.6 <u>Prevention of Unauthorized Access</u>. Customer agrees to, at its expense, to use commercially reasonable efforts to maintain and secure its Premises from unauthorized trespass.

# ARTICLE VII ENVIRONMENTAL CREDITS AND SYSTEM ATTRIBUTES

Section 7.1 Environmental Credits. All Environmental Credits shall be the property of Service Provider its affiliates and assigns. Service Provider shall have the exclusive right to sell, transfer, grant, convey or assign the Environmental Credits to any other person, in Service Provider's sole discretion. Customer shall fully cooperate with Service Provider and its affiliates and assigns in the execution of any document or task related thereto, including signing authorizations, transfers or other documents needed to obtain or transfer any Environmental Credits, including performance based incentives payments to be made under any incentive program offered by a utility company, a third-party provider or the State of Vermont to or at the direction of Service Provider or as part of a sale, transfer, grant, conveyance, assignment or disposition of Service Provider's interest in the Environmental Credits from time to time.

# ARTICLE VIII REPRESENTATIONS

Section 8.1 <u>Customer Representations</u>. Customer hereby represents and warrants to Service Provider as of the Effective Date that: (i) Customer is a duly organized, valid and existing entity and in good standing under the laws of its state of organization and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (ii) Customer has all requisite power and (including all necessary corporate action, if applicable) to enter into this Agreement and any other documents or agreements entered into in connection with this Agreement, to perform its obligations thereunder and to consummate the transactions contemplated thereby and such actions do not and will not require any further consents or approvals which have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Customer; (iii) all government approvals necessary for Customer's execution, delivery and performance of its

obligations under this Agreement and any other documents or agreements entered into in connection with this Agreement have been obtained and are in full force and effect; (iv) this Agreement and any other documents or agreements entered into in connection with this Agreement are legal, valid and binding obligations of Customer enforceable against it in accordance with their respective terms except as may be limited by bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights in general and except to the extent that the availability of equitable remedies is subject to the discretion of the court before which any proceedings therefor may be brought; (v) Customer is the fee owner of the Premises and the Site, and no lease, easement, right of way, declaration, restriction, claims, liens or encumbrances or any existing agreement of Customer with respect to the Premises or the Site interferes with or impairs, or will interfere with or impair, any license, easement or other rights granted or to be granted pursuant to this Agreement and the Easement, and should any such lease, easement, license or other right impair or interfere with the rights granted the Service Provider pursuant to this Agreement and the Easement, the Customer hereby agrees to promptly seek resolution that is in the full satisfaction of the Service Provider; and (vi) Customer is a customer of the Utility in good standing and each of the Customer Meters is subject to the Utility's demand-billed or time-of-use rate schedule.

#### Section 8.2 Service Provider Representations.

- Service Provider represents and warrants to Customer as of the Effective Date that (i) Service Provider is duly organized, validly existing and in good standing under the laws of the state of its organization, and Service Provider has all requisite power and authority (including all necessary corporate action) to enter into this Agreement and any other documents or agreements entered into in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated thereby and such actions do not and will not require any further consents or approvals which have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Service Provider; (ii) all government approvals necessary for Service Provider's execution, delivery and performance of its obligations under this Agreement and any other documents or agreements entered into in connection with this Agreement have been obtained and are in full force and effect; (iii) this Agreement and any other documents or agreements entered into in connection with this Agreement are legal, valid and binding obligations of Service Provider enforceable against it in accordance with their respective terms except as may be limited by bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights in general and except to the extent that the availability of equitable remedies is subject to the discretion of the court before which any proceedings therefor may be brought.
- (b) CUSTOMER AND SERVICE PROVIDER ACKNOWLEDGE AND AGREE THAT NO OTHER REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SYSTEM OR THE SUBJECT MATTER OF THIS AGREEMENT ARE MADE, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN CONTRACT BETWEEN SERVICE PROVIDER AND CUSTOMER, EXCEPT AS EXPRESSLY PROVIDED HEREIN. SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# ARTICLE IX COVENANTS AND AGREEMENTS OF THE PARTIES

#### Section 9.1 Operation and Maintenance.

(a) Service Provider shall be solely responsible for the operation and maintenance of the System during the Service Term, and shall comply with and operate the System in accordance with all applicable laws, regulations, orders, Permits, approvals and ordinances in all material respects. Service Provider may assign or transfer its responsibilities for the operation and maintenance of the System to one or more third parties and shall have the right to enter into contracts, including an Operation and

Maintenance Agreement, with any person or other service or material providers as Service Provider shall select in its discretion to perform its operation and maintenance obligations under this Agreement. Such assignment or transfer shall not relieve the Service Provider of its responsibilities or obligations under this Agreement.

(b) Customer shall be solely responsible for the operation and maintenance of the Premises, other than the Site and the Permitted Area; <u>provided</u>, that to the extent any repair or maintenance of the Premises is caused by any act or omission of the Service Provider or its direct or indirect agents, contractors, affiliates, employees, officers, members or assigns then Service Provider shall be responsible for such costs. Customer and Service Provider shall coordinate such activities so as to minimize disruption to the System, the Premises and Customer's operations.

Section 9.2 Ownership of the System. Throughout the Term of this Agreement, Service Provider, together with its successors and assigns will be the legal and beneficial owner of the System. Nothing in this Agreement shall have the effect of passing any right, title or interest in or to the System or any Environmental Credits, or any portion thereof, to the Customer or any other Person. Customer will not take any position inconsistent with Service Provider's ownership of the System. acknowledges and agrees that (i) other than the Services expressly provided herein and the Purchase Option provided herein, Customer has no right, title or interest in the System and Service Provider is the exclusive custodian and operator of the System and (ii) the System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Customer with the fee interest or leasehold rights to the Premises, the Site or otherwise. Customer covenants and agrees that neither the System nor any part of the improvements constructed, erected or placed by Service Provider on the Site or on any other real property shall become or be considered as being affixed to or a part of the Premises or real property, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Customer that the System and all improvements of every kind and nature constructed, erected or placed by Service Provider on the Premises and the Easements shall be and remain the property of Service Provider. Customer agrees and acknowledges that none of Service Provider's assets and properties, including, without limitation, the System and Service Provider's trade fixtures, shall become the property of Customer upon termination or expiration of the Agreement. Customer hereby waives any and all lien rights and/or security interests it may have, statutory or otherwise, in or otherwise with regard to the System or any portion thereof.

Section 9.3 <u>Notice of Malfunction; Non-Interference</u>. Customer shall notify Service Provider promptly upon Customer's actual knowledge of (a) any material malfunction of or damage to the System and (b) any interruption or alteration of the electricity generation and Output of the System. Customer shall not adjust, modify, maintain, alter, service or in any way unreasonably interfere with the System, except as authorized in writing by Service Provider.

(a) Notice of use of materials injurious to public water supply. Service Provider shall promptly notify Customer of use, misuse, damage, to the System or spillage of any material which could cause the introduction of contamination by hazardous materials to a public water supply. Service Provider shall take immediate action to mitigate and remedy any such contamination, and if in the reasonable judgment of Customer, such action is not being taken, Customer shall have the right take such action as Customer deems necessary to mitigate and remedy any such contamination at the expense of Service Provider. In the event the Village exercises its right to "self-help" under this section, it shall promptly notify Service Provider.

Section 9.4 <u>Cooperation Regarding Approvals</u>. The Parties shall cooperate and assist one another in procuring and maintaining all necessary Permits, approvals and consents described in this Agreement or such other cooperation as is required to effect the purposes of this Agreement, including but not limited to the prompt execution and delivery of any documents necessary therefore.

Section 9.5 <u>Material Modification</u>. Customer shall give sixty (60) days prior notice to Service Provider of any material modification of the Premises or change in the use of the Premises that Customer reasonably expects will have a material adverse impact on the Customer's consumption of Services. In the event that Customer makes a material modification of the Premises or change in the use of the Premises that would have a material adverse impact on the System or on Customer's consumption of Services, the Parties shall attempt in good faith to amend this Agreement so as to restore to Service Provider the economic benefits of this Agreement prior to such modification or change. If the Parties are unable to reach agreement on an amendment within sixty (60) days of the date Customer notifies Service Provider of such change or modification, an Event of Default shall be deemed to have occurred with respect to Customer.

Section 9.6 Liens and Encumbrances; Recognition Agreement. In the event that any or all of the Premises or the Site is or becomes subject during the Term to a lease, security interest, lien, mortgage, deed of trust or similar encumbrance, Customer shall cause the lessor, mortgagee or other interest holder to enter into a Recognition Agreement with Service Provider, in form and substance satisfactory to Service Provider and any Lender or Lenders, in its sole discretion, or, at Service Provider's request, provides an Estoppel Certificate or other document acceptable to Service Provider and any Lender or Lenders, acknowledging and recognizing Service Provider's rights under this Agreement, acknowledging that the System is the personal property of Service Provider, severable from the Site and is not and will not be a fixture.

Section 9.7 <u>Taxes and Assessments</u>. The Customer agrees to host the System on the Site for the duration of the Agreement at no additional cost to the Service Provider. Customer shall be responsible for existing property taxes assessed against the Premises and taxes assessed upon the assignment or other transfer of the System to Customer pursuant to any right or option to purchase the System or otherwise take title to the System. Service Provider shall be responsible for any solar or other state and municipal taxes authorized by statute on the System during the Service Term.

Section 9.8 Quiet Enjoyment. Customer covenants that Service Provider shall and may peaceably and quietly have, hold and enjoy the Site and all related appurtenances, rights, privileges and easements throughout the Term hereof without any lawful hindrance by Customer and any person claiming by, through or under Customer.

Section 9.9 <u>Reports</u>. If requested by Service Provider, Customer shall provide Service Provider with copies of all Utility bills and invoices and all other written communications received by the Customer from the Utility with respect to the Customer's Meters.

Section 9.10 Exclusivity. The Customer shall not enter into a Group Net Metering Arrangement with any other person or entity during the Term with respect to any Customer Meter.

Section 9.11 <u>Utility</u>. Customer shall remain a customer of the Utility in good standing at all times during the Term hereof, and shall not take any action to cause any Meter to be disconnected or removed from the Utility's service without Service Provider's prior written consent. Customer shall pay its obligations to the Utility as the same become due and payable at all times during the Term.

# ARTICLE X DEFAULT; LENDER CURE RIGHTS

The occurrence of any of the following events shall be an "Event of Default" with respect to the applicable Party under this Agreement.

Section 10.1 <u>System Failure to Perform</u>. With respect to the Service Provider, if the System fails to provide any Output during any continuous one hundred eighty (180) day period starting after the Service Commencement Date ("Non-Delivery Period"); provided, that non-operation of the System for

the duration of a Force Majeure Event (as defined in Section 10.7 below) or for any period during which Customer is in default hereunder shall not be used in calculating the Non-Delivery Period

Section 10.2 <u>Payment Default</u>. With respect to the Customer, if Customer fails to make any payment to Service Provider on the due date therefore, and such failure continues for a period of thirty (30) days after the applicable due date.

Section 10.3 <u>Bankruptcy</u>. The other Party (a) voluntarily or involuntarily files or has filed against it a bankruptcy or other similar petition (and in the event of an involuntary filing only, such involuntary bankruptcy petition continues un-dismissed for a period of sixty (60) days after the filing thereof), (b) enters into an assignment of its assets for the benefit of its creditors, (c) otherwise is unable to pay its debts as they become due, or (d) applies for or consents in writing to the appointment of a receiver, trustee or liquidator of such other Party, or an order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, trustee or liquidator of such other Party.

Section 10.4 <u>Regulatory Approvals.</u> Service Provider ceases to hold any Permit required for the Group Net Metering Arrangement contemplated hereby or for the lawful construction or operation of the System that result in a lack of legal rights on the part of the Service Provider or the System to continue to operate; provided, however, that the foregoing shall not result in an Event of Default if, (1) such Permit is no longer required, or (2) Service Provider, within 30 days after becoming aware of such suspension, revocation or cancellation, commences and diligently pursues efforts to obtain a replacement of such Permit.

Section 10.5 <u>Breach</u>. The other Party breaches or fails to perform any material covenant, agreement or obligation set forth in this Agreement or any other Agreement of the Parties appended hereto or the other Party makes any misrepresentation or breaches any material representation or warranty contained herein, and such breach, failure or misrepresentation remains uncured sixty (60) days or more after the party claiming default provides a written notice to the other party, specifying the provision pursuant to which the alleged default has occurred. The party accused of default shall have sixty (60) days from the date of the notice to cure the default. In the event that the defaulting party shall fail to cure the default within sixty (60) days, the non-defaulting party shall be entitled to send a notice of termination of this Agreement to the defaulting party and shall be entitled to pursue any and all remedies available at law or in equity.

Section 10.6 <u>Lender Cure Rights upon Services Provider Default.</u> Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any Event of Default as to Service Provider, or any event that with time or notice would constitute or be reasonably likely to result in an Event of Default as to Service Provider:

- (a) The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Service Provider, any and all rights and remedies of Service Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
- (b) The Lender shall have the right, but not the obligation, to pay all sums due by Service Provider under this Agreement and to perform any other act, duty or obligation required of Service Provider thereunder or cause to be cured any Event of Default of Service Provider thereunder in the time and manner provided by the terms of this Agreement. Lender will not be required, but will have the option, to cure any default or Event of Default of Service Provider under this Agreement or to perform any act, duty or obligation of Service Provider under this Agreement.
- (c) Upon Lender's exercise of remedies pursuant to any security interest in the System, including any sale of the System by the Lender, or any conveyance from Service Provider to the Lender (or any assignee of the Lender) in lieu of Lender's exercise of its remedies, the Lender will give

notice to Customer of the transferee or assignee of this Agreement. Any such exercise of remedies or conveyance shall not constitute an Event of Default under this Agreement.

- (d) In the event of any rejection or other termination of this Agreement under the United States Bankruptcy Code, at the request of the Lender made within one hundred twenty (120) days of such termination or rejection, Customer will enter into a new agreement with the Lender or its assignee having substantially the same terms and conditions as this Agreement.
- (e) If the Lender or its assignee, pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Service Provider's assets and shall, within the later of the time periods described in Section 10(c) or 30 days after such exercise of remedies, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person, then Service Provider, Lender or its assignee shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

Section 10.7 Force Majeure. Neither Service Provider nor Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. "Force Majeure Event" means any act, event, cause or condition that prevents a party from performing its obligations, and is beyond the affected party's reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure if and to the extent the party seeking to invoke the Section has caused or contributed to the applicable act, event, cause or condition by its act, fault or negligence. A Force Majeure Event may include, but shall not be limited to the following: fires, storms, earthquakes, floods, lightening, landslides, volcanic eruptions, hurricanes, tidal waves, epidemics, tornadoes, acts of God, changes in laws or regulations, war, strikes, terrorism, riot or insurrection. If a party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such party shall promptly provide written notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. The party affected by a Force Majeure Event shall diligently endeavor to resume performance of its obligations as soon as reasonably practicable. Neither party may use its claim of a Force Majeure Event to excuse a failure to pay when due an amount owed to the other party hereunder.

# ARTICLE XI TERMINATION AND PARTIES' RIGHTS

Section 11.1 <u>Termination for Failure to Meet Conditions Precedent</u>. If (i) the Construction Preconditions are not satisfied or waived on or prior to the Conditional Early Termination Date and construction has not commenced, or if (b) the Service Commencement Date does not occur within one hundred eighty (180) days after the Estimated Commissioning Date and the Service Commencement Date has not yet occurred, then the Service Provider and Customer shall each have the option to terminate this Agreement upon thirty (30) days prior written notice to the other party if such conditions are not satisfied, waived or cured prior to the expiration of such thirty (30) day period.

Section 11.2 <u>Termination for Event of Default</u>. Subject to the Lender rights set forth in Section 10.6 hereof, upon the occurrence and during the continuation of any Event of Default hereunder, the non-defaulting Party shall have the option, but not the obligation, to terminate this Agreement upon providing written notice of termination to the defaulting Party.

#### Section 11.3 Rights and Remedies.

(a) Upon the termination of this Agreement by Service Provider due to any Event of Default by Customer: (i) the Service Provider shall, in addition to any legal and equitable rights and remedies, have the right, in Service Providers Discretion, to remove the System from the Premises at Customer's sole expense or to retain the use of the Site as a host for the System for the remainder of the

original Service Term, and (ii) Customer shall pay to Service Provider all amounts due and payable to Service Provider hereunder as of the termination date, which amounts shall be due and payable to Service Provider within ten (10) Business Days. At all times following an Event of Default by Customer until the termination of this Agreement by Service Provider, Service Provider shall have the right, but not the obligation, to deliver the Services to Customer in accordance with this Agreement, and Customer shall be obligated to receive and pay for such Services in accordance with this Agreement.

- (b) Upon the termination of this Agreement by Customer for any reason, and pursuant to Article VI, Service Provider shall be allowed to retain the use of the Site as a host for the System for the remainder of the original Service Term. Upon termination of this Agreement by Customer due to any Event of Default by Service Provider, the Customer shall have all legal and equitable right and remedies as provided by law.
- (c) All payment obligations of Customer, and all rights and remedies of the Parties hereto, arising prior to the termination of this Agreement shall survive the termination thereof.

#### ARTICLE XII PURCHASE OPTION

Section 12.1 <u>Purchase Option</u>. If no Event of Default has occurred with respect to Customer and Customer is current with respect to its obligations under this Agreement, then on the seven (7) year anniversary of the Service Commencement Date, on the fifteen (15) year anniversary of the Service Commencement Date and on the last day of the Service Term (or any renewal term) (each, an "<u>Option Date</u>"), Customer shall have the option to purchase all of System Provider's right, title and interest in and to the System (the "<u>Purchase Option</u>") for the Option Price (as defined below). To exercise the Purchase Option, Customer must provide a written notice to Service Provider (an "<u>Exercise Notice</u>") at least one hundred twenty (120) days prior to the applicable Option Date, notifying Service Provider that Customer is exercising its Purchase Option on such Option Date.

Section 12.2 <u>Closing and Payment</u>. The closing of the purchase and sale of the System pursuant to the Purchase Option shall occur on the Option Date specified in the Exercise Notice, or on such other time and date as the Parties may mutually agree (the "<u>Closing</u>"). At the Closing, Customer shall pay Service Provider the Option Price, by delivery of either a certified bank check or by wire transfer of immediately available funds to an account designated by Service Provider. Upon Customer's payment for the System at the Closing, Service Provider shall sell, assign, transfer and deliver to Customer all of System Provider's right, title and interest in and to the System, free and clear of all claims, liens and encumbrances. Service Provider shall also sign any and all documentation requested by Customer to relinquish any easement or other property right to the Premises.

Section 12.3 Option Price. The term "Option Price" means an amount equal to the Fair Market Value of the System, an estimate of which is set forth in Exhibit D. The term "Fair Market Value" as used herein shall mean the price that a willing buyer would pay for the System in an arm's-length transaction to a willing seller under no compulsion to sell, taking into account the rights and obligations pursuant to this Agreement. For a determination of fair market value, Service Provider and the Customer shall appoint a mutually agreeable independent appraiser with expertise in valuing the System and shall cause such determination, which shall be final, binding and conclusive, to be made within sixty (60) days after submission to such appraiser. Customer shall have thirty (30) days after the determination of the Fair Market Value of the System to determine whether or not to cancel the Exercise Notice provided to the Service Provider. If Customer elects not to exercise a specific Purchase Option as set forth herein, Customer shall remain bound by all terms and conditions of the Agreement.

Section 12.4 <u>No Further Obligations</u>. From and after the Closing, Service Provider shall have no further obligations under this Agreement or with respect to the performance or operation of the System,

and all of Customer's obligations under this Agreement shall be terminated. To the extent reasonably practicable and if permissible under their terms, Service Provider agrees to assign to Customer any applicable manufacturers' or contractors warranties provided on the System and any agreement for the Operation and Maintenance of the System, as may exist at the time of such transfer.

Section 12.5 <u>Non-Election; Removal</u>. If Customer does not exercise its Purchase Option at or prior to the end of the Service Term, Service Provider may and shall, at Customer's request, remove any or all of the System from Customer's Premises and restore the Site and the Premises to their original condition at Service Provider's expense within one hundred twenty (120) days of the expiration of the Service Term. Nothing stated herein shall be construed as granting Service Provider any rights or interests in the Premises extending beyond the Service term.

# ARTICLE XIII INDEMNIFICATION

Section 13.1 <u>Mutual General Indemnity</u>. To the maximum extent permitted by law, each Party hereto (the "<u>Indemnifying Party</u>") shall defend, indemnify and hold harmless the other Party and the directors, elected and appointed officials, officers, shareholders, partners, members, agents, assigns, independent contractors and employees of such other Party, and the affiliates of the same (collectively, the "<u>Indemnified Parties</u>"), from and against all loss, damage, expense and liability, (including reasonable attorney's fees) incurred by any Indemnified Party in connection or otherwise arising out of: (a) personal injury, death, property damage arising from the negligent or intentional acts or omissions of the Indemnifying Party or any of its direct or indirect contractors, sub-contractors, agents, employees, partners, members, managers, owners, subsidiaries, affiliates, officials (elected or appointed) or invitees, or (b) the Indemnifying Party's breach of this Agreement.

#### ARTICLE XIV INSURANCE

Section 14.1 Service Provider's Insurance. Service Provider shall maintain (or shall cause its independent contractors to maintain) without interruption during the Construction Period, general liability insurance, professional liability insurance and workers compensation insurance as required by law. Without limiting the foregoing, Service Provider shall procure and maintain during the term of this Agreement a Commercial General Liability policy in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, insuring against liability for injury or death of a person or persons or damage to property occasioned by or arising out of or in connection with the Service Provider's occupation and use of the Premises or activities thereon. Service Provider's insurance policy shall name Owner as an additional insured. These limits of liability may be obtained through a single policy or a combination of primary and excess liability policies. The policy or policies of insurance procured and maintained by Service Provider under this Section shall provide that the cancellation or non-renewal of such policy shall not be effective unless Customer is furnished by Service Provider's carrier(s) at least thirty (30) day's advance written notice of such cancellation or non-renewal. Service Provider's failure to provide insurance as called for in this Section shall be deemed an Event of Default.

#### ARTICLE XV MISCELLANEOUS

Section 15.1 <u>Disputes</u>. The Parties agree that any breach or dispute ("<u>Dispute</u>") arising out of this Agreement shall first be submitted to mediation for resolution. Mediation shall commence no later than thirty (30) days after submission of the Dispute, and shall be conducted in accordance with the then prevailing rules of the Construction Industry Mediation Rules of the American Arbitration Association. In the event that the Dispute is not resolved in mediation, each Party may pursue any rights and remedies as each may have, whether hereunder or in law or at equity.

Section 15.2 <u>Assignment</u>. Customer may not assign or transfer this Agreement to any other another person or entity without Service Provider's prior written consent, and any attempted assignment or transfer without such consent shall be void. Service Provider may not assign or transfer this Agreement to any other person or entity without providing seven (7) days prior written notice to Customer. Service Provider may assign or transfer its interest, rights and obligations under this Agreement to any Qualified Assignee or collaterally assign to Lenders all or any part of such Service Provider's rights or obligations hereunder. Each Party agrees to provide acknowledgements, consents, or certifications reasonably requested by Service Provider's Lenders in conjunction with such financing, and agrees and acknowledges that any such Lender shall have the right to enforce all provisions herein as an intended third-party beneficiary.

Section 15.3 Notices. All notices, requests, demands, claims and other communications (each, a "Notice") hereunder shall be in writing, addressed to the intended recipient as set forth on the signature pages to this Agreement, or to such other person, address or number as the Party entitled to such Notice shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such Notice shall be deemed duly given on the earliest of: (i) when delivered personally to the recipient; (ii) one (1) business day after being sent to the recipient by reputable overnight courier services (charges prepaid); (iii) one (1) business day after being sent to the recipient by facsimile transmission; or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid.

Section 15.4 <u>Applicable Law and Jurisdiction</u>; <u>Waiver</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. Customer and Service Provider hereby consent and submit to the personal jurisdiction of the state and federal courts sitting in the State of Vermont. EACH OF SERVICE PROVIDER AND CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING OUT OF THIS AGREEMENT. SERVICE PROVIDER AND CUSTOMER ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED.

Section 15.5 <u>Complete Agreement</u>. This Agreement, and any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, representations, and statements, including any marketing materials and sales presentations whether oral or written. This Agreement may not be amended, waived or modified except by an instrument in writing executed by the party against whom such amendment, waiver or modification is to be enforced.

Section 15.6 <u>Cooperation in Financing</u>. Customer shall reasonably cooperate with Service Provider's efforts to obtain financing for the System, and shall consent in writing to the collateral assignment of this Agreement and provide other acknowledgments and certifications in respect of this Agreement as may be reasonably requested by a Lender.

Section 15.7 <u>Severability; Construction</u>. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision of this Agreement that is not essential to the purpose of this Agreement that is declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed or rendered unlawful, invalid or unenforceable because of a statutory or regulatory change, including any order of the PSB or any change in the Utility's tariff regarding Group Net Metering (individually or collectively, such events referred to as a "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement;

further, if a Regulatory Event occurs, the Parties shall use their best efforts to reform the Agreement in order to give effect to the original intention of the Parties. Notwithstanding the foregoing, or anything else in the Agreement to the contrary, in the event that, as a result of a Regulatory Event, a Party (the "Excused Party") is excused from any payment or performance obligation, the other Party shall be correspondingly excused from any payment or performance obligation that would have arisen but for the failure or inability of the Excused Party to perform. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

Section 15.8 Reserved.

Section 15.9 <u>Waiver of Rule of Construction; Fees and Expenses</u>. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. Each Party will bear its own fees and expenses incurred in the transactions contemplated by this Agreement.

Section 15.10 <u>Effect of Agreement</u>. This Agreement shall not be construed as a contract of agency, partnership or joint venture. The Parties agree that this Agreement is a service contract under Section 7701(e) of the Internal Revenue Code of 1986, as amended, and not a lease.

[\*\*\*Signature Page Follows on Separate Page\*\*\*]

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Solar Services Agreement as of the 38th day of 12014.

#### Service Provider:

Witness

GREEN LANTERN CAPITAL, LLC

By:

Name: Luke Shullenberger Title: Managing Member

Service Provider Notice Address:

Green Lantern Capital, LLC

P.O. Box 503

Waterbury, VT 05676

Attention: Luke Shullenberger Facsimile No.: (802) 244-1658

#### **Customer:**

Town of Chester

By: Name: David Pisha

Title: Town Manager/Duly Authorized Agent

Customer Notice Address:

Name: Town of Chester

P.O. Box 370 Chester, VT 05143

Attn: David Pisha

Telephone No.: (802) 875-2173

## EXHIBIT A

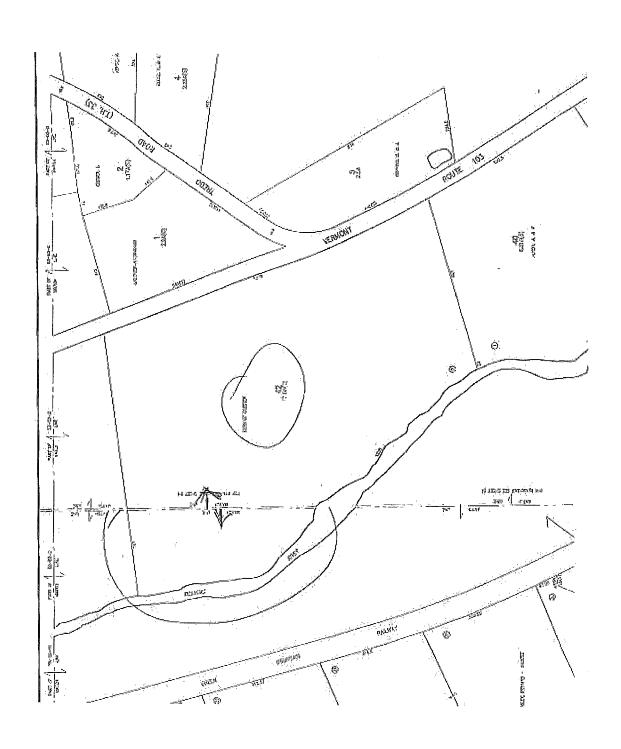
## **Technical Specifications**

System Location "Site"	Approximately 4 acres located at Town Water facility
System Size	500kW AC
System Type	Ground
Equipment	
PV Panels	Included
Inverters	Included
Racking Systems	Included
Web Monitoring	Included
Other Equipment	All other equipment including mounting assemblies, combiner boxes, AC and DC disconnects, breakers, fuses, cable and wire, conduit, grounding hardware etc.
Installation	Turnkey installation.
Adherence to Code	UL for equipment and adherence to utility guidelines
System Commissioning	Per ACE guidelines; system calibration, testing and commissioning
Safety	Adherence to all local, State and OSHA guidelines

### EXHIBIT A-1

## Site Description

Description of Premises: A +/- 17 acre parcel of land known as the Jeffrey Well Station site, located at 391 VT Route 103 North, Chester, VT 05143



#### **EXHIBIT B**

#### Service Price

**Net Metering Allocation:** 35.7% of the Output from the project, for an annual estimated allocation of 267,743kWh.

**Net Metering Credits:** For each kWh of Output allocated to a Customer Meter, the Customer will receive a monetary Net Metering Credit on its Utility bill for such Customer Meter. Under the Utility's current rates and policies, the value of the Net Metering Credits per kWh allocated to the Customer Meter on a demand-billed rate schedule would be \$0.206/kWh, comprised of the current retail rate of \$.146 per kWh plus an additional solar incentive payment of \$.06 per kWh.

Service Price: For each kWh of Output allocated to a Customer Meter, Customer agrees to pay Service Provider a "Service Price" equal to ninety percent (90%) of the monetized value of the Net Metering Credit for such kWh of Output, which shall equal the Utility's Residential Rate 1 base kWh rate plus any adder or adjuster for solar or other renewable energy that the Utility offers for solar or other renewable energy production attributable to production from the System; provided, however, that in no event shall the Service Price per kWh of Net Metering Credit be less than \$0.146 per kWh or greater than \$0.25 per kWh (such proviso, the "Collar"). The Service Price shall be the sole amount due or payable by Customer for any Services rendered to Customer or otherwise performed by Service Provider hereunder. The "Initial Service Price" based on the Utility's current rates and policies is: \$0.1854/kWh.

Initial Estimated Monthly Service Price: The initial "Estimated Monthly Service Price" shall be \$4,913 provided, however that on each one year anniversary date of the Service Commencement Date, the Parties shall agree to adjust the Estimated Monthly Service Price for the next twelve (12) months of the Service Term to reflect the actual historical production of the System and the actual retail power rate plus any adder or adjuster for solar or other renewable energy applicable to power produced by the System then in effect.

Assumptions: The initial Estimated Monthly Service Price is based on the following assumptions:

Projected Annual System Output: 750,000 kWh per year Annual Net Metering Allocation: 267,743 kWh per year

Net Metering Credit issued by Utility to Customer: \$.206 per kWh\*

Percentage of value of Net Metering Credits payable to Service Provider: 90% (\$0.1854/kWh)

Monthly Service Price:  $267,743 \times \$0.1854 / 12 = \$4,137$ 

Estimated annual savings to Customer: \$5.516

\*Current Net Metering Credit from Utility is \$0.206/kWh, comprised of the current retail rate of \$.146/kWh plus a Solar Incentive payment of \$.06/kWh. The retail rate and Solar Incentive are subject to future change by the Utility, however the System shall be entitled to the Solar Incentive for not less than 10 years from the date the System is installed.

Annual Audit and Reconciliation: On the annual anniversary of the Service Commencement Date, Service Provider shall review actual annual System Output, and actual Net Metering Credits applied to Customer's service account by the Utility. Service Provider shall issue a one-time reimbursement or invoice to Customer for the difference.

#### **EXHIBIT C**

#### **Allocation Instructions**

Service Provider will instruct the Utility to allocate the kWh of electricity generated by the System and fed back to the distribution system (in excess of the electricity used by the System) to the Meters as follows:

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143 Account number: 51579 (Rte 103 Sewer Plant) Amount of Net Metering Credit: 19.7%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143 Account number: 8073 (Rte. 103 Jeffrey Well)

Amount of Net Metering Credit: 8.7%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 8944 (Town Office) Amount of Net Metering Credit: 4.1%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 8947 (Town Garage) Amount of Net Metering Credit: 3.9%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 9142 (First Ave Pump) Amount of Net Metering Credit: 1.4%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 8719 (Water Dept) Amount of Net Metering Credit: 0.6%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 33406 (Baseball) Amount of Net Metering Credit: 0.3%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143

Account number: 10436 (Reservoir Rd. Pumping Station)

Amount of Net Metering Credit: 0,2%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143 Account number: 41992 (Elm St. Sewer Pump)

Amount of Net Metering Credit: 0.2%

Service Account Name:

Billing Address: PO Box 370, Chester VT 05143 Account number: 20702 (106 Rte 11 Sewage Pump))

Amount of Net Metering Credit: 0.1%

EXHIBIT D
Purchase Option Schedule (Estimate)

Years after start operations	Option Price
7	\$905,918
15	\$692,165
20+	\$502,499

#### EXHIBIT E

#### Form of Easement Agreement

THIS CONSTRUCTION, MAINTENANCE AND ACCESS EASEMENT AGREEMENT (thi
2012 the street of the street
The state of the s
Sand GREEN LANIERY CAPITAL LLC o Varmont limited the title
address of P.O. Box 503, Waterbury, VT 05676 ("Grantee").

#### RECITALS

- 1. Grantor and Grantee have entered into a Solar Energy Services Agreement dated maintain an array of solar panels on the Grantor's Property for the mutual benefit of Grantor and Grantee, all as further described in the Solar Services Agreement.
  - 2. Grantor is the owner of certain real property (the "Grantor's Property") situated in the Town of Chester Vermont; as more particularly described in Exhibit A-1 of the Agreement.
  - 3. Grantor and Grantee enter into this Easement Agreement to provide Grantee with the necessary casement rights to construct, install, operate and maintain the solar panels and related equipment and appurtenances on the Grantor's Property.

NOW, THEREFORE, in consideration of an annual sum of six thousand dollars (\$6,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor and Grantee do hereby agree as follows:

#### **AGREEMENT**

- 1. <u>Grant.</u> Grantor hereby gives, grants and conveys unto Grantee, and Grantee's successors and assigns, the following nonexclusive easements and rights-of-way over Grantor's Property for the Term of this Easement Agreement, as defined below (collectively, the "<u>Easements</u>"):
  - 1.1 Construction and Maintenance Easement. An easement in, upon, over, across, along, above and under a portion of the Grantor's Property in the area depicted on Exhibit A-1, for the purpose of constructing, installing, operating, repairing, replacing, maintaining and removing a solar photovoltaic electric generating facility, together with all related electricity and system appurtenances and connections (the "System"). It is agreed that the exact location of the Easement Area: (a) shall be established by the installation and placement of the System within the Easement Area, which is the general location depicted on Exhibit A-1 and as otherwise permitted in any applicable permit approvals; and (b) shall include temporary construction easements on all sides of the Easement Area as may be reasonably necessary to install and construct the System and to maintain, repair or replace the System from time to time.
  - 1.2 <u>Utility Connection Easement</u>. An easement for the installation, operation, maintenance, repair and replacement of utility lines and connections over Grantor's Property,

substantially in the locations shown on Exhibit "B" as are necessary for the operation of the System.

To have and to hold the same unto Grantee and its successors and assigns, to their own use and behoof for the Term of this Easement Agreement. Grantor does hereby covenant and agree to WARRANT AND DEFEND the title to the Easements for the benefit of Grantee.

- 2. <u>Term of Easement Agreement</u>. The term of this Easement Agreement shall commence upon the Effective Date and shall terminate on the earlier to occur of: (a) the twentieth (20<sup>th</sup>) anniversary of the Service Commencement Date; or (b) the date that Grantor exercises its option to acquire the System pursuant to the terms of the Agreement, which may be evidenced by an affidavit of Grantor.
- 3. Connection to a Utility. Grantor and Grantee hereby expressly agree that, notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to limit Grantee's ability to directly connect the System to a local utility's distribution system; provided, however that the location and manner of connection on Grantor's property shall be approved by Grantor.

#### 4. Indemnity.

- 4.1 Grantor shall defend, hold Grantee harmless and indemnify Grantee, its agents and employees from any expense, loss or liability for and from any claims arising from injury to person or property as a result of Grantor's use of the Easement Area, including court costs and reasonable attorneys' fees and disbursements.
- 4.2 Grantee shall defend, hold Grantor harmless and indemnify Grantor, its agents and employees from any expense, loss or liability for and from any claims arising from injury to person or property as a result of Grantee's use of the Easement Area, including court costs and reasonable attorneys' fees and disbursements.
- 5. Liens and Encumbrances. Grantor hereby represents and warrants to Grantee that Grantor's Property is unencumbered by any liens or encumbrances that would adversely affect Grantee's rights hereunder or, in the event that Grantor's Property is encumbered by any liens or encumbrances, upon request by Grantee, Grantor shall obtain a partial discharge or subordination and non-disturbance agreement from its mortgagees and/or lienholders that may be required for Grantor to convey good, insurable and marketable title to the Easements.
- 6. Enforcement. This Easement Agreement contemplates certain obligations and requirements to be performed by each party. In the event of an uncured default or failure to perform by a party, the non-defaulting party shall be entitled to bring an enforcement action to obtain all remedies permitted at law or equity including, specific performance and/or injunctions, together with the recovery of damages, court costs and reasonable attorneys' fees.
- 7. Amendments. No amendments or modification of this Easement Agreement shall be effective without a written Amendment to this Easement Agreement executed by Grantor and Grantee or their successors and assigns, and recorded in the Land Records.
- 8. <u>Rights of Successors and Assigns.</u> This Easement Agreement creates mutual benefits and servitudes running with the land. This Easement Agreement shall bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

- 9. <u>Captions: Headings</u>. The captions and section numbers appearing in this Easement Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope of intent of such sections, nor in any way affect this Easement Agreement or have any substantive effect.
- 10. <u>Recording</u>. This Easement Agreement conveys the Easements and other interests in real property and may be recorded in the Land Records.
- 11. Governing Law. This Easement Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Vermont without reference to the principles of conflicts of laws. Any and all disagreements arising out of or in connection with this Easement Agreement shall be heard in the State of Vermont, County of Chittenden, Superior Court.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the dates set forth below to be effective on the Effective Date.

Title: M	Luke Shullenberger  anaging Member  3   3 8   14
STATE OF VERMONT COUNTY OF Outlook Services, SS.  On this Jel day of Outlook Agent of the person who executed the foregoing instrument, and he/sh signed, to be his/her free act and deed  Before me,	e acknowledged this instrument, by him/her and the free act and deed of

STATE OF VERMONT	
COUNTY OF WASTINGTON, SS.	
On this Collaborated Agent of CREEN'S AVEED A	personally appeared Web hillervareer.
executed the foregoing instrument, and he acknowled	APITAL, LLC, to me known to be the person who dged this instrument, by him signed to be his free aet
and deed and the free act and deed of GREEN LAN	FRN CAPITAL FIG.
	SARINA GARCIA Notary Public
Bef	ore me,
	Notary Public
Not. My	commission issued in White County commission expires: 2/10/15

## 2022 LIQUOR LICENSE RENEWAL APPLICATION

SECOND CLASS LICENSE TO SELL MALT AND VINOUS BEVERAGES

10105-001-SECN-001

Fee:

License Year Beginning May 1, 2022 ending April 30, 2023

\$140.00 of which \$70.00 is paid to town/city \$70.00 is paid to DLC Town: 14035 - CHESTER

## MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS

FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING
Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.
Applicant: Smitty's Chester Market, Inc.  Doing Business As:  Smitty's Chester Market  Smitty's Chester Market  Chester VT 05143  Telephone: (802) 875-4715  PLEASE INCLUDE EMAIL ADDRESS:  Licensee #10105- 1  Mailing Address:  400 Vt Route 11 West  Chester VT 05143  Chester VT 05143  Chester VT 05143
Description of Premises:  2nd class licnese on the first floor of a two story wooden structure.  Located on the east side of Depot Street (Route 103), situated just south of the intersection of Avon Street, designated as 526 Depot Street in the Town of Chester, Vermont.  Lessor:  Smitty's Realty, LIC  Chester VT 05143
Last Enforcement Seminar: 04/04/2021 Fed. ID Number: 84-4973926 Incorporation Date: 03/04/2020 Valid Charter?: Yes State of Charter: Vermont Majority of Directors are US Citizens: Yes
ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.
Corporation Name Address Town/City State Zip Code Director 1. Smith, Garrison 400 Vt Route 11 West Chester VT 05143
Has any director or stockholder been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law (including traffic tickets by mail) during the last year? Yes No  If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date
In the past year has any director or stockholder of the corporation held any elective or appointive state, county, city, village or town office in Vermont (See VSA, T.7, Ch.9, Sec. 223)? Yes No  If yes, please attach the following information: Individual's name, office and jurisdiction
Disclosure of Non-profit Organization?: Yes XX No
ALL APPLICANTS MUST COMPLETE AND SIGN  The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.  I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)  I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)  In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.  I/We have registered the trade name of these premises with the Secretary of State.  I/We hereby certify that the information in this application is true and complete.
Signature of authorized agent of corporation, company, club, or association  Company  Pressure  Signature of individual or partners  Signature of individual or partners
11 11 2 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1

Are you making this application for the benefit of any other party? \_\_Yes \_\_\_\_Yes

# STATE OF VERMONT - AGENCY OF HUMAN SERVICES STATE BOARD OF HEALTH License to Operate

I.D.# 11187

LICENSE TYPE: CATERER - COMMERCIAL

EFFECTIVE DATE: 07/01/2021

ESTABLISHMENT NAME & LOCATION: SMITTY'S CHESTER MARKET 526 DEPOT ST CHESTER, VT 05143

LICENSEE NAME & ADDRESS: SMITTY'S CHESTER MARKET,INC. 400 VT ROUTE 11 CHESTER, VT 05143 FEE: \$260.00

EXPIRATION DATE: 07/01/2022

THIS IS TO CERTIFY THAT ABOVE ESTABLISHMENT IS LICENSED TO OPERATE UNDER THE PROVISIONS OF TITLE 18, SECTIONS 4351-4451 VERMONT STATUTES ANNOTATED. THIS LICENSE IS VALID PENDING RATIFICATION BY THE VERMONT BOARD OF HEALTH.

THIS LICENSE IS NOT TRANSFERRABLE AND IS VALID ONLY FOR THE LICENSEE LISTED. THIS LICENSE SHALL BE CONSPICUOUSLY POSTED.

4,40

# STATE OF VERMONT - AGENCY OF HUMAN SERVICES STATE BOARD OF HEALTH License to Operate

I.D.# 11188

LICENSE TYPE: SEAFOOD - SEAFOOD VENDOR

EFFECTIVE DATE: 07/01/2021

ESTABLISHMENT NAME & LOCATION: SMITTY'S CHESTER MARKET 526 DEPOT ST CHESTER, VT 05143

LICENSEE NAME & ADDRESS: SMITTY'S CHESTER MARKET,INC. 400 VT ROUTE 11 CHESTER, VT 05143 · ·

EXPIRATION DATE: 07/01/2022

THIS IS TO CERTIFY THAT ABOVE ESTABLISHMENT IS LICENSED TO OPERATE UNDER THE PROVISIONS OF TITLE 18, SECTIONS 4351-4451 VERMONT STATUTES ANNOTATED. THIS LICENSE IS VALID PENDING RATIFICATION BY THE VERMONT BOARD OF HEALTH.

FEE: \$0.00

THIS LICENSE IS NOT TRANSFERRABLE AND IS VALID ONLY FOR THE LICENSEE LISTED.
THIS LICENSE SHALL BE CONSPICUOUSLY POSTED.

#### MINUTES OF SHAREHOLDER'S MEETING

MINUTES OF A MEETING OF THE SOLE SHARHOLDER (the "<u>Shareholder</u>") of Smitty's Chester Market, Inc. (the "<u>Corporation</u>") held at 526 Depot Street, Chester, VT 05143 at 8:00 pm on the 15<sup>th</sup> day of March, 2022.

The following shareholder was present, constituting the sole shareholder of the Corporation: Garrison Smith. Also present were Charles Smith and Lisa Smith.

The sole Shareholder of the Corporate being present, formal notice calling the meeting was dispense with and the meeting declared to be regularly called.

The following memorandum was then read and ordered to be inserted in these minutes: "I, the sold Shareholder of the Corporate consent to this being held at the above time and place and do waive any notice and publication of this meeting and consent to the transaction of such business as may have come before it, as testified by my signature below.

Garrison Smith

UPON A MOTION DULY MADE and unanimously carried, Garrison Smith acted as Chairperson of the meeting and Secretary of the meeting.

The Chairperson presented to the meeting and the following resolutions were offered and unanimously adopted:

RESOLVED, that Charles Smith and Lisa Smith be elected as directors of the Corporation; and

RESOLVED FURTHER, that Charles Smith be appointed as Vice President of the Corporation.

There being no further business to come before the meeting, the meeting was adjourned.

DATED in the laws of the State of Vermont, this 15<sup>th</sup> day of March, 2022.

Garrison Smith



Additional Principals	
Business Name	Business ID
SMITTY'S CHESTER MARKET, INC.	0369182
Total Number of Principals : <b>5</b>	
Name/Title	Physical Address
Charles Smith/Vice President	526 Depot Street, Chester, VT, 05143, USA
Charles Smith/Director	526 Depot Street, Chester, VT, 05143, USA
Garrison Smith/Director	400 Rt 11 West, Chester, VT, 05143, USA
Lisa Smith/Director	526 Depot Street, Chester, VT, 05143, USA
Garrison Smith/Incorporator	400 Rt. 11 West, Chester, VT, 05143, USA

Back

## Smitty's Chester Market, Inc.

## Corporate Governance Updates:

Address:

526 Depot Street

Chester, Vermont 05143

Directors:

**Garrison Smith** 

Charles Smith Lisa Smith

Officers:

Garrison Smith, President

Charles Smith, Vice President

## Legal Matters Updates:

Garrison Smith was charged with Operating Under the Influence and driving with a suspended license on January 1, 2022. A motion to dismiss has been filed and the matter remains unresolved. Docket No. 22-CR-00145.

# Chester Snowmobile Club

April 11, 2022

Chester Selectboard P.O. Box 370 Chester VT 05143

Dear Selectboard,

Another winter and snowmobile season has come to an end. As spring arrives we are writing to express our sincere gratitude for your generosity.

We truly understand and appreciate how fortunate we are to have permission to have a portion of our trail through your property. Without your kind and generous partnership with the Chester Snowmobile Club we would not be able to enjoy the splendor that is Vermont in the winter.

Again this year, in appreciation, we are hosting a landowner thank you BBQ on Saturday, June 18<sup>th</sup> under the gazebo at the Chester recreation park on Lover's Lane in Chester from 11:00 to 2:00. Bring your entire family to this BBQ as everyone is invited and the more the merrier. Last year was a lot of fun.

We look forward to having the opportunity to thank you in person.

Thank you,

Stan Choiniere

President