



SELECTBOARD REGULAR MEETING

Monday, October 09, 2023 at 6:00 PM

Chris Letourneau Meeting Room and via Zoom

AGENDA

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | **Passcode:** 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. CALL TO ORDER

1. PLEDGE OF ALLEGIANCE

2. CHAIR UPDATE

3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

4. SELECTBOARD MINUTES AND WARRANTS

A. Approval of Selectboard Regular Meeting Minutes for 09.25.2023

B. Approval of Warrants # 22

5. PUBLIC COMMENT (For items not on agenda)

All participants must clearly state their names. Appropriate actions will be considered once the Selectboard has reviewed the information provided and necessary subsequent research.

6. CORRESPONDENCE

A. Leanne Lesley Letter

7. UNFINISHED BUSINESS

A. Junk Ordinance

B. Trails Policy

C. Livestock Ordinance

D. Arpa Funds

E. Philo Monitoring Contract

8. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)

A. Boat Rd

B. 20 ft right of way on 104A

C. Fuel Contract

D. St. Albans Watershed Association - Appropriation

9. TOWN ADMINISTRATOR, TREASURER AND SELECTBOARD SUB COMMITTEES REPORTS

A. Town Administrator

Update on Election Calendar to Fiscal
Insurance claim

B. Treasurer

update on Budget

C. Buildings

D. Budget and Finance

E. Personnel

F. Public Works/Grounds/Recreation

G. Committees at the direction of the chair

10. OTHER

11. PLAN NEXT MEETING AGENDA

A. 10/23/2023

12. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)

A. Ethics Policy

13. ADJOURN

TABLED ITEMS:

Posted to the Town website, four designated places within the Town of Georgia (Town Clerk's Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.

Signed: Cheryl Letourneau, Town Administrator

Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com



SELECTBOARD REGULAR MEETING

Monday, September 25, 2023 at 6:00 PM

Chris Letourneau Meeting Room and via Zoom

MINUTES

Zoom Details:

<https://us02web.zoom.us/j/6165843896?pwd=STduU2JzTmpiVmE1MXZSaWZWLzVadz09>

Meeting ID: 616 584 3896 | **Passcode:** 5243524

Dial by your Location: 1 929 205 6099 (New York)

1. CALL TO ORDER

- **Selectboard Present:** Devon Thomas Chair, Shannon Jenkins Vice-Chair, Jamie Comstock, Carl Rosenquist, Nicholas Martin
- **Staff Present:** Cheryl Letourneau, April Edwards
- **Public Present:** Kristina Senna, Heather Dunsmore, Brian Dunsmore, Martha Jansen, Linda Kirker, Tony Heinlein, Terry Cleveland, Jana Thuesen, Frank Gore, Heather Grimm, Fred Grimm, Bob Stebbins, Ken Minck, Katie Driver, Kris Gaudette
- **Zoom Public Present:** Scott Cadieux, Sue Webster
- 6:04 p.m. D. Thomas calls the meeting to order.

1. PLEDGE OF ALLEGIANCE

2. CHAIR UPDATE

3. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

- D. Thomas makes a motion to talk about the Trail Policy, N. Martin seconds for discussion.
- N. Martin makes a motion to move Junk Ordinance to the next meeting, C. Rosenquist seconds. All in favor, motion carried.
- S. Jenkins reports that the ARPA Committee had no chance to meet.

4. SELECTBOARD MINUTES AND WARRANTS

A. Approval of Selectboard Regular Meeting Minutes for 9.11.2023

- C. Rosenquist would like multiple corrections to be made:
 - Line 104, C. Rosenquist says he wants clarity because he was asking for clarification, and he did not abstain from the vote.
 - Line 124-130, he wants to clarify that we are all one committee. J. Comstock says C. Rosenquist, and S. Jenkins are the committee to bring information to the board. C. Rosenquist says we also need to consider ARPA for our budget.
 - Line 211, C. Rosenquist asks for clarity on the comment about Roberts Rules. S. Jenkins says VLCT informed them they do not have to follow Roberts Rules. It is good practice but don't have to. N. Martin says they were informed.

34 unless it is in writing you do not need to follow the strict format. H. Dunsmore asks
35 about the old Selectboard handout.

- 36 • S. Jenkins questions why line 177 said she did not vote, but she does not know why she
37 did not vote. She asks for a video review.
- 38 • C. Rosenquist makes a motion to accept the minutes with the changes.
- 39 • T. Cleveland informs the board that there is missing information on line 263, saying C.
40 Letourneau did know how to post it. C. Letourneau clarifies about the time receiving
41 the email and the time in which it was due.
- 42 • D. Thomas asks for a vote as amended, N. Martin seconds. All in favor, motion carried.

43 **B. Approval of Warrant(s) #21**

- 44 • J. Comstock says there is a remote computer hookup and questions where the money came
45 from. C. Letourneau explains it was from the budget. A. Edwards wants to talk about
46 breaking out computer lines and software lines for ease and transparency. J. Comstock
47 questions what line it should come from. C. Letourneau says it is a renewal of software. A.
48 Edwards explains how that is an important differentiation to make and that is why she wants
49 to break it out.
- 50 • B. Dunsmore questions a \$7000 safety barrier.
- 51 • S. Jenkins makes a motion to accept the warrant, N. Martin seconds. All in favor, motion
52 carried.

53 **5. PUBLIC COMMENT (For items not on agenda)**

54 All participants must clearly state their names. Appropriate actions will be considered once the
55 Selectboard has reviewed the information provided and necessary subsequent research.

- 56 • Scott Cadieux via Zoom.

57
58 *“Good evening Esteemed Members of the Town of Georgia Select Board,*

59
60 *My name is Scott Cadieux, and I stand before you as a concerned citizen and a proud*
61 *combat retired veteran with deep roots in Vermont and the Georgia community. I speak*
62 *today as a representative voice for veteran's past, present, and future. The neglect shown*
63 *toward our Veterans Memorial is indefensible, and this board must recognize that the*
64 *privilege to govern is earned through the sacrifices of those who have fought for our country*
65 *and its values.*

66
67 *Born in Georgia in 1971, I have deep roots in this community, having spent my formative*
68 *years here during the '70s and '80s. I received my education at Georgia Elementary and*
69 *later at Bellows Free Academy in St. Albans. With a family history that traces back over 200*
70 *years to Canadian immigrants, Georgia has been our home for generations.*

71
72 *Upon completing my education at BFA, I furthered my studies and received graduate*
73 *training from distinguished institutions, including the United States Military. Over a 22-year*
74 *military career, I trained and led hundreds of individuals, traveled to more than 50*
75 *countries, and engaged in four combat deployments as part of Operations Iraqi Freedom*
76 *and Enduring Freedom. Concurrently, I maintained a thriving civilian career and balanced*
77 *family responsibilities. My service spans both the Navy and the Army, with 16 dedicated*
78 *years in the Vermont Army National Guard, where I served in the renowned Mountain*
79 *Battalion based in Jericho. This commitment persisted even while I resided in distant states*
80 *like California. I am not an advocate for war; on the contrary, I detest the brutality that war*

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entails and understand its grim realities, often masked by media glamor. I officially retired as a decorated Senior Officer in 2011.

In the aftermath of 9/11, while the majority returned to the rhythms of everyday life, I, like numerous other veterans, grappled with the lasting consequences of our post-9/11 deployments. I've seen and experienced firsthand how veterans struggle with the effects of war, including suicide, PTSD, chronic fatigue, terminal cancers from exposure to burn pits, drug and alcohol abuse, as well as loss of limbs and hearing. These are some of the indelible scars that many who have served bear. Regrettably, I've also had the solemn duty of serving as a Casualty Assistance Officer on two separate occasions, retrieving the remains of my fallen soldiers from Dover, DE, and accompanying them back to Vermont, where they were received by their grieving families and state officials.

The neglect—whether intentional or unintentional—displayed by the Town of Georgia towards our Veterans Memorial is deeply troubling to me. This monument stands as an emblem of honor and respect for the courageous men and women in our community who have served.

Leaders like Mr. Colin Conger, Mr. Eric Nye, and Mr. Dunsmore, to name a few, and there are many more, have historically demonstrated inclusive and diverse governance without needing to proclaim it, but I see that legacy being tarnished.

Additionally, my concerns extend beyond the state of the Veterans Memorial to include the conduct of specific board members who choose to stand but refrain from reciting the Pledge of Allegiance. This pledge is more than a mere formality; it serves as a moral compass, embodying the sacrifices that afford us the privilege of governance. It's therefore bewildering that some board members, who are entrusted with representing our community, were unaware of Georgia's Veterans Memorial—even when it's situated along their route to board meetings. If this board is genuinely committed to the values of diversity and inclusion, these principles should be applied consistently and impartially, free from political bias or public relations considerations.

Lastly, I extend my heartfelt thanks and gratitude to those who have improved the Veterans Memorial. However, these actions are merely a band-aid solution; a sustainable, long-term plan is essential.

Your constituents are talking and, more than I believe you realize, are displeased. I invite the board to engage in substantive dialogue about these issues. Let's enact meaningful change rooted in respect. No one I have spoken to expects perfection, but they do expect ownership and leadership.

Let's not fail the generations that built this community on the principles of respect, duty, and honor. I look forward to your immediate and thoughtful action on these critical matters. Thank you for taking the time to listen, and I appreciate your service to the community!

Respectfully,

MAJ Scott Cadieux, USA (Ret.)”

- 130 • C. Rosenquist says thank you for your comments. He was on that committee that put it in
- 131 place and feels bad that he did not personally notice. He promises it will not happen again.
- 132 • N. Martin says they have not spoken about this and asks if there is a committee to take care
- 133 of it.
- 134 • S. Jenkins also said she did not know about it, but they found the money to be used to take
- 135 care of it and they will talk about it later in the meeting.
- 136 • H. Grimm informs the board that the Local Boy Scout Troup would like to make it a regular
- 137 thing to help with the Veterans Memorial.
- 138 • N. Martin thanks S. Cadieux for his dedication and time.
- 139 • D. Thomas asks if anyone else would like to speak and hears none.

140 **6. CORRESPONDENCE**

141 **A. Stone Bridge Road**

- 142 • C. Letourneau spoke to T. Cadieux, and he requested to talk to the board about this and
- 143 another road that will come in the future during their Oct. 9 meeting.
- 144 • C. Letourneau informs the board that the letter was in the packet to read.
- 145 • J. Comstock says he was talking to T. Cadieux about patching Cline Rd until he can have it
- 146 paved.

147 **7. UNFINISHED BUSINESS**

148 **A. ARPA- Committee Proposal**

- 149 • C. Rosenquist we did not where we are budget-wise and wants more information before he
- 150 can put forward a recommendation. He hopes to have a meeting within the next two weeks
- 151 to get the proposal together for the board.
- 152 • K. Minck asks about the 7 items that were printed in the town report. A. Edwards offered to
- 153 speak with him and clarify.

154 **B. Traffic Ordinance**

- 155 • C. Letourneau informs the board that Dave Rough (town attorney) went through the
- 156 document and asks if you want to adopt to sign.
- 157 • N. Martin makes a motion to accept the document as printed as sign, J. Comstock seconds.
- 158 • F. Grimm points out inconsistencies with Rock Island Rd and the moving of the 25 mph
- 159 further north on Georgia Shore Rd. F. Grimm informs the selectboard that the old
- 160 selectboard and administrator said there was going to be a traffic study.
- 161 • N. Martin makes an amend to approve the document with the change to Rock Island Rd, J.
- 162 Comstock seconds.
- 163 • T. Heinlein comments that the trail ordinance speaks of restricting atv's and there is an
- 164 exception on road ordinance. S. Jenkins thinks it's by permit in the trail's ordinance. T.
- 165 Heinlein says it looks like there is a conflict.
- 166 • D. Thomas asks N. Martin to cancel the amendment, N. Martin says yes.
- 167 • D. Thomas calls for the votes for the motion on the floor to accept the traffic ordinance. C.
- 168 Rosenquist says we can't do this because of the conflict. N. Martin says he would vote no.
- 169 D. Thomas says he could withdraw his motion. N. Martin says yes. J. Comstock says let it
- 170 die, S. Jenkins agrees.
- 171 • D. Thomas says motion is withdrawn.
- 172 • D. Thomas calls for this to go to the next meeting on Oct. 9, S. Jenkins yes. C. Rosenquist
- 173 says we don't need motion; we can just move it.

174 • C. Letourneau clarifies votes. D. Thomas says that N. Martin withdrew his amendment and
175 motion. N. Martin agrees.

176 C. Trails Ordinance

- 177 • C. Rosenquist asks if the chair wants a motion to discuss the trail ordinance. C. Rosenquist
178 moves we discuss the trail ordinance, N. Martin seconds.
- 179 • C. Rosenquist we have not resolved the issue with trail 4 because the first portion of the trail
180 has dual usage with the Kale's and the driveway. We must come to an agreement with
181 them, then we must get into the trails ordinance about vehicles can be used as their
182 driveway. C. Rosenquist says he believes that he recommended during the last meeting if
183 we wanted to approve this, we limit it to trail #1 and trail #3. Then we can later discuss trail
184 #4 when we have a resolution with Kales.
- 185 • B. Dunsmore wondering where motivation for this trail ordinance is coming from because
186 you have spent a lot of taxpayer money on a subject that seems extremely small. S. Jenkins
187 says they did not start it, they were given it. B. Densmore agrees saying you brought it to the
188 lawyer twice and have gone over it and over it. He says has brought up issues that were in
189 the trail ordinance, and still are, that are in conflict with other ordinances and has not
190 received any indication on how that came back legally. He wants to know where this flared
191 from. C. Rosenquist says according to a member of the Conservation Commission and their
192 response to a petition from people who live near trail #1 that wanted action because of
193 people on atv's going on their personal property. T. Heinlein says he stated it about 15-20
194 years ago. C. Rosenquist says it is difficult to cover all trails in one ordinance because each
195 one should have their own.
- 196 • N. Martin does not disagree with C. Rosenquist that we need one for each.
- 197 • C. Rosenquist says he will look at it again after what K. Minck has said, and if he agrees
198 with the way K. Minck interpreted it, he will recommend it to the board.
- 199 • B. Dunsmore says he does not think we should have a trails policy. When you look at the
200 traffic ordinance and the fact that we have gone for years going from roads to trails.

201 D. Philo Security Monitoring Contract - Action for Library and Town Office

- 202 • N. Martin makes a motion to approve the Philo motoring contract as written and go into
203 discussion, J. Comstock seconds.
- 204 • N. Martin says it looks like there are two agreements to sign. One for the Library and one
205 for the Town office for about \$330 each. J. Comstock says we should send an email.
- 206 • C. Rosenquist asks if we are in a hurry to sign this. C. Letourneau that we can wait.
- 207 • D. Thomas wants to know if they would even change it. N. Martin says we want to know.
208 J. Comstock says we may want to know if there should only be one \$330 monitoring fee or
209 two.
- 210 • N. Martin says he needs to figure out what to do with his motion. D. Thomas says it was
211 only a motion to discuss. N. Martin says he thought it was a motion to approve.
- 212 • N. Martin withdraws his motion. He says either he or J. Comstock will need to reach out.
- 213 • C. Rosenquist makes a motion to move this action item to the next meeting after we hear
214 back from Philo, N. Martin seconds. D. Thomas, S. Jenkins, J. Comstock and N. Martin
215 voted yes. C. Rosenquist abstains.
- 216 • N. Martin asks J. Comstock who will reach out. J. Comstock says he is writing himself a
217 reminder.
- 218 • C. Rosenquist asks if they voted on that. J. Comstock says they did.

219 E. Junk Ordinance

220 **8. BOARD BUSINESS (Public comment on agenda items limited to 5 minutes)**

221 **A. Veteran's Monument – Discussion**

- 222 • N. Martin motion to discuss, S. Jenkins seconds.
- 223 • J. Comstock thanked T. Cleveland and everyone that showed up Saturday to clean up the
- 224 monument. J. Comstock agrees with S. Cadieux that we need to have a plan. He says that
- 225 T. Cleveland offered to spearhead it and along with Mari Jo. He says she can get whoever
- 226 she sees fit. They already have plants and donations. He spoke about selling more bricks
- 227 with soldier’s names and that should help fund it.
- 228 • C. Rosenquist says there is a policy in place for this, but it was never signed. S. Jenkins asks
- 229 why they don’t just sign and approve it because there is a fund. She asks A. Edwards if that
- 230 was correct. A. Edwards says no. S. Jenkins says the money that was showing was not
- 231 there. A. Edwards confirms. S. Jenkins says all her ideas on what was going to be
- 232 happening.
- 233 • C. Letourneau **says** there is \$500 in the budget every year for flowers. C. Letourneau says
- 234 the money for flowers is for the memorial flowers and the fire department.
- 235 • C. Letourneau says last year C. Branagan donated her salary for flowers. A. Edwards says
- 236 her money is still in the selectboard fund and has not been moved. S. Jenkins confirms this,
- 237 and A. Edwards agrees.
- 238 • A. Edwards says any donations to the town need to be made out to the Town of Georgia.
- 239 They go into the general fund and then she can move them to where they are supposed to be
- 240 in the budget. This needs to be accounted for.
- 241 • K. Senna says thank you to everyone that worked on the monument. She questions why
- 242 donations are going into the general fund if they are given for a specific purpose. A.
- 243 Edwards says it is because of accounting. The point of that is so that it is not in a checkbook
- 244 in someone’s pocket with the town’s federal id on it. Everything needs to be in the books
- 245 for the town. You take all the money into there and then place it where it is intended. N.
- 246 Martin says it gives us visibility to the funds and makes them easier to track.
- 247 • C. Rosenquist says he has an example of what A. Edwards was talking about, in 2006-7 they
- 248 raised funds to maintain the monument, about \$30,000. In 2008, \$6,600 went into the
- 249 administration reserve account. C. Rosenquist asks A. Edwards if she was able to track that.
- 250 A. Edwards says she was talking to Chip about it today and he said it is too intermingled to
- 251 know where it went. Other expenses came out of the Administrative Reserve Fund that had
- 252 nothing to do with the Memorial Fund. C. Rosenquist asks A. Edwards if we want to have a
- 253 time-certain and start over.
- 254 • J. Comstock makes a motion to create a long-term memorial committee with T. Cleveland to
- 255 run it as she sees fit, D. Thomas asks J. Comstock to clarify his motion to create a committee
- 256 with T. Cleveland as chair. J. Comstock agrees saying she would have the \$500 flower
- 257 fund. C. Letourneau clarifies that is for the Memorial Garden and the fire department. N.
- 258 Martin seconds.
- 259 • All in favor, motion passed.

260 **B. Fiscal year to Calendar year - how do we want to proceed?**

- 261 • D. Thomas says we voted to call for a vote to transition from a calendar-year budget to a
- 262 fiscal-year budget. He then calls for a motion to discuss.
- 263 • S. Jenkins motion to enter discussion fiscal year vote, N. Martin seconds.
- 264 • S. Jenkins asks why it is on a Tuesday at 7:00 pm. C. Letourneau that is election day. The
- 265 email to the board asked if they wanted to have it in the evening because it must be a floor
- 266 vote and the board said yes.

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- N. Martin says we need to help people to understand the benefits of budgeting and the community and A. Edwards will help explain it. This will help us to not incur costly borrowing.
- K. Senna says there should be a calculator on the website so that you could put in your current taxes and have it calculate what your 1.33 would be. A. Edwards says the taxes will not go up by 1.333. The budget is going to go up by 1.333. You will vote on a budget of 1.33 in March, which will get you to June of next year. Your tax bill will be due in October just as it is now. We will then set it up so that you can make another payment in March. You can split those that and not have one tax payment within 12 months for 1.333.
- K. Minck says in the draft of the warrant on the website there were other items and asks if they are going to bring them up. C. Letourneau article 2 does the town want to go to Australian ballot. The attorney's idea suggested this because people from the floor could vote on it now. Article 3 is the same thing; one is voting for floor questions and budget questions. Article 4 is a misprint on the warning from last year for a library trustee for 3-years, this will accept that warning. The board can decide if they want them on there or if they want them off.
- K. Minck says it will negate the town meeting because everything will be on the ballot.
- C. Rosenquist says this means the town budget will be voted on the floor and not Australian ballot. We remember how many people come to town meetings, usually less than 200 people, and that doesn't seem right. N. Martin agrees. C. Rosenquist says he would like to see the other motions there. He does understand K. Minck's concern, but K. Minck says he sees the concern, but we have very few people deciding the most significant things we do in this town and that does not seem fair.
- D. Thomas calls for the board to vote.
- C. Rosenquist wants to know what the motion on the floor is. D. Thomas says the motion now is just for discussion. He asks if they want all four articles or just Articles 1 and 4.
- C. Rosenquist makes a motion to accept this with the minor change of the afternoon and include all 4 articles, S. Jenkins.
- D. Thomas calls for a vote on C. Rosenquist motion.
- D. Thomas calls for a vote to accept the warning with T. Cleveland's clarification with all four articles. C. Rosenquist votes yes, D. Thomas N. Martin and J. Comstock vote no with S. Jenkins abstaining. Motion failed.
- D. Thomas asks about a special meeting with a warning with article 1 and 4 and to include T. Cleveland's clarification.
- N. Martin seconds.
- C. Rosenquist asks for clarification on the motion. He says this is for Articles 1 and 4.
- D. Thomas says he made the motion.
- D. Thomas calls for vote for articles 1 and 4. D. Thomas votes yes, C. Rosenquist votes no. D. Thomas asks if anyone abstained. Motion failed.
- D. Thomas told C. Letourneau for the record he thinks his motion failed with one vote for, one vote against and three abstaining.
- C. Rosenquist clarifies the COVID rules let us do our budget on Australian ballot in 2020, 2021 and 2022. C. Letourneau confirms this. C. Letourneau said the attorney said we could not do a special election by Australian ballot.
- K. Minck clarifies this going to be a floor meeting and not sent out in the mail. C. Letourneau says yes at 7:00 p.m. K. Minck why don't we mail ballot. C. Letourneau says we cannot do that until we do a floor vote. We have never changed the town going to Australian.

- 315 • N. Martin if we then wait then we are at risk of borrowing money.
- 316 • N. Martin we need clean and clear communications. He is trying to wrap my head around
- 317 this. D. Thomas only sees 2 options. N. Martin says in Nov we could leave some of the
- 318 • C. Rosenquist says you are not supposed to bring up a motion a second time. N. Martin did
- 319 not know. D. Thomas asks if someone else can bring up the motion.
- 320 • C. Rosenquist moves D. Thomas' former motion to include item 1 and 4 to move to special
- 321 meeting, D. Thomas seconds.
- 322 • D. Thomas school and put info video on social media. N. Martin wants to have someone to
- 323 write the letter to get out in public and work with A. Edwards. D. Thomas wants it to be
- 324 kept simple. He calls for a vote, all in favor, motion carried.

325 C. Warning for Special Election - Action signatures

326 D. Comcast upgrade contract - Action signatures

- 327 • C. Letourneau has not received the contract yet.

328 **9. SELECTBOARD SUB COMMITTEES AND REPORTS**

329 A. Town Administrator

330 This will be addressed later in the minutes.

331 B. Buildings

- 332 • S. Jenkins says there is a discussion with the old town garage. She wants to suggest to put
- 333 the rummage and food shelf in the old town garage. N. Martin asks costs would be. S.
- 334 Jenkins does not know. J. Comstock asked if we asked if there were community members
- 335 with electrical or contractor skills that would donate time.
- 336 • C. Rosenquist says originally, we were told that it would be more expensive to update than
- 337 to build new. We should not do that; we should look at leasing. There is someone right next
- 338 door that stores vehicles. The Public Works says we cannot get rid of it because we need to
- 339 put stuff there. He suggests that the buildings and grounds to investigate leasing a portion
- 340 for revenue, we need that for our budget.
- 341 • J. Thuesen says it is her understanding the thrift store does not provide any financial benefit
- 342 to the town because it is affiliated with the church. It is like they are getting a free ride.
- 343 They are occupying town space. Is there a way to not have it intertwined. D. Thomas thinks
- 344 the community is committed to it. J. Thuesen says it is a blurred line. S. Jenkins says the
- 345 work that needs to be done there far exceeds what someone can do in a weekend. She says
- 346 essentially, we fund a church, and she believes in separation of church and state, but she
- 347 does believe in the cause.
- 348 • F. Gore says the expense was turning it into a town garage not making it safe to have people
- 349 in there. The town is already spending money maintaining this building. The money is
- 350 already being spent. There is no accounting for the money that comes in and nothing that
- 351 comes back to the town. The library budget covers the food shelf. He is in support of the
- 352 food shelf and the thrift store. F. Gore is working on a foundation to combine those two
- 353 endeavors and then be accountable to the town and lease space to the town. All the churches
- 354 in town are involved and there can be a separation of church and state. The church should
- 355 have a say in how the money is spent. He has been working on this for 3 months and
- 356 everyone involved is enthusiastic.
- 357 • H. Grimm asks if we have a breakdown of what the buildings have cost. Have we looked at
- 358 other organizations that may want to take that over. We should ask the community to be

359 involved. These organizations help people in our town. It is not a business, it is helpful.
360 She wants to see some fact finding.

- 361 • K. Driver asks if we could you make it a community space and use it as a thrift and food and
362 senior stretch. S. Jenkins spoke with T. Cadieux today she is interested but space is not
363 huge. Could it be a space that could be rented out for teens. We don't have a recreation
364 department and she did not know who would take over the renting of that. K. Driver says
365 we should get the numbers together.

366 Town Administrator report from earlier

- 367 • C. Letourneau says the culvert is being replaced in the industrial park T. Cadieux and
368 crew had it half done on Friday 1/2 done and hope to be completed by Wednesday.
- 369 • Fall fest was this weekend and it was a success.
- 370 • Tax payments are trickling in.
- 371 • C. Letourneau, Zoning and Treasurer will be out for training for the next two days.

372 C. Potential uses for the Old Town Garage - discussion

373 D. Budget and Finance

- 374 • N. Martin says there are no updates we are in budget season.

375 Purchasing Policy

- 376 • N. Martin says they have no updates.
- 377 • S. Jenkins asks if they can send a thank you to GCEC.

378 E. Personnel

- 379 • C. Rosenquist said they had a personnel meeting that went over a job description for public
380 works. He wants to sit down with N. Martin on Wednesday. N. Martin agrees.

381 F. Personnel policy - update

382 G. Public Works/Grounds/Recreation

- 383 • C. Rosenquist says at the moment we have nothing to report. He confirms that with S.
384 Jenkins. C. Rosenquist asks about the new uses of pool passes.

385 H. Committees at the direction of the chair

- 386 • D. Thomas we will have an update on the DEI committee in Executive Session.

387 **10. OTHER**

- 388 • H. Dunsmore asks why DEI is going into Executive Session. D. Thomas says they are
389 going to be discussing certain things that may pertain to members of the community and
390 they want to respect their privacy. S. Jenkins says it is more personnel, it is not about the
391 committee. H. Dunsmore asks if anyone is going in. S. Jenkins says she does not believe
392 but does not know. D. Thomas says they have some members of the committee here
393 whom they can invite into the discussion if we need information from. He thinks that
394 may be a good idea. D. Thomas says the only other things will be for personnel.
- 395 • T. Cleveland asks if the Ethics and Conflicts of Interest Policy is still with the lawyer. D.
396 Thomas says it is back and we will decide if we want to present it or sit down with the
397 committee. C. Rosenquist says there were suggestions from the attorney, and we need to
398 decide if we are going to accept the suggestions or not.
- 399 • S. Jenkins says thank you for the fall fest and says she has suggested we send a thank
400 you.

401 **11. PLAN NEXT MEETING AGENDA**

402 **A.** 10.04.2023 – budget

403 **B.** 10.09.2023 – regular meeting

404 **12. EXECUTIVE SESSION (if needed, pursuant to 1 V.S.A sec 313)**

- 405 • D. Thomas wants to ask the 5 members of the DEI committee to stay with them.
- 406 • C. Rosenquist makes a motion to go into Executive Session where premature disclosure may
- 407 be detriment to individuals or the board itself, with administrator and the members of the
- 408 DEI present, J. Comstock seconds. All in favor, motion carried. 8:00 p.m.

409 **A.** Personnel - Treasurer

410 **B.** Personnel - Library

411 **C.** DEI Committee

412 **D.** Ethics and Conflict of Interest Policy

- 413 • C. Rosenquist made a motion to set up a meeting with the Ethics Committee to discuss feedback
- 414 from the attorney regarding their suggested policy and to review impacted positions, N. Martin
- 415 seconds. All in favor, motion carried.

416 **13. ADJOURN**

- 417 • C. Rosenquist made a motion to adjourn, N. Martin seconds. All in favor, motion carried. 9:44
- 418 p.m.

419 **TABLED ITEMS:**

420

421 **Posted to the Town website, four designated places within the Town of Georgia (Town Clerk’s**

422 **Office, Georgia Public Library, Maplefields & Georgia Market), and e-mailed to the local media.**

423 **Signed: Cheryl Letourneau, Town Administrator**

424 **Phone: 802-524-3524 | Fax: 802-524-3543 | Website: townofgeorgia.com**

10/05/23
03:13 pm

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 22 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 10/09/23

Section 4. Item #B.

bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
ABBA FUEL ROBERTS ENERGY	134081	Fuel 9/14	2904.63	0.00			--/--/--
ABOVE PAR ABOVE PAR CLEANING LLC	5165-1008	9/23 cleaning	1100.00	0.00			--/--/--
ACE ST ALBANS ACE HARDWARE LLC	104728-2CR	Aerator return	-3.99	0.00			--/--/--
ADOBE ADOBE	2547036091	Credit for acrobat pro	-275.61	0.00			--/--/--
ALLEGIANC ALLEGIANCE TRUCKS	R12200306801	International parts	1694.68	0.00			--/--/--
ALLEGIANC ALLEGIANCE TRUCKS	R122003200:0	Sensor assy, comp. hook up	1719.41	0.00			--/--/--
AMAZON AMAZON CAPITAL SERVICES	112911941234	Books	45.94	0.00			--/--/--
AMCARE AMCARE AMBULANCE SYSTEMS INC	1391	10/23 Ambo svcs	5885.23	0.00			--/--/--
APPLE APPLE INC	9/29/23	Xtra storage 4 Todd's ph	0.99	0.00			--/--/--
AVENU AVENU INSIGHTS & ANALYTICS	INVB-048066	9/23 land records	890.00	0.00			--/--/--
BONNETTS BONNETT'S WELDING	13148	Welding and labor	470.96	0.00			--/--/--
BOUCHOME BOUCHARD HOME & OFFICE SERVICE	14241	9/8 IT support	100.00	0.00			--/--/--
BOUCHOME BOUCHARD HOME & OFFICE SERVICE	14257	IT 10/2 support	553.50	0.00			--/--/--
BURLCOMM BURLINGTON COMMUNICATIONS	BCS13528	Antenna	59.00	0.00			--/--/--
CHEVALIER CHEVALIER DRILLING CO., INC	89756	Beach sample	195.00	0.00			--/--/--
COMCAST COMCAST	10/23GARAG	83 Plains rd	198.98	0.00			--/--/--
COMCAST COMCAST	10/23	1697 Ethan Allen(Lib)	50.01	0.00			--/--/--
COMCAST COMCAST	10/23 FIRE	10/23 fire	229.49	0.00			--/--/--
COMCASTB COMCAST BUSINESS	184166777	10/23 phones	786.76	0.00			--/--/--
CYR CYR LUMBER	9/23	15 2x6x10's	150.00	0.00			--/--/--
FASTSIGNS FASTSIGNS	2240-6346	Traffic parking signs	275.00	0.00			--/--/--
FCF COUNTY OF FRANKLIN, STATE OF V	114X2	11/5/23 grand list taxes	35164.53	0.00			--/--/--
FIDIUM CONSOLIDATED COMMUNICATIONS	9/18/2023	Wifi at Beach	96.48	0.00			--/--/--
FISH&GAME VERMONT FISH & WILDLIFE	9/24FISH	9/24-09/30/23 Fish & W	8.50	0.00			--/--/--
FISHER FISHER AUTO PARTS, INC.	308-186112	Battery	60.29	0.00			--/--/--
FOURNIER RENE FOURNIER FARM EQUIPMENT I	88654	Plates	712.70	0.00			--/--/--
GAP GEORGIA AUTO PARTS	70446	Roadside mower parts	279.74	0.00			--/--/--
GAP GEORGIA AUTO PARTS	71354	Lock tite, screw	20.79	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 BEACH	9/23 Beach	263.81	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 BEACH G	9/23 Beach gate	50.97	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/26/23LIB	9/23 lib well	26.07	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/26/23 HIS	9/26/23 Hist. Museum	22.93	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/26/23LIBRA	9/23 Lib	353.83	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/26/23FIRE	9/23 Fire	399.39	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 GORDANM	9/23 Gordon mills	23.91	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/26/23NEWGA	65 Plains Rd	281.57	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23ST LTS	9/23 st lts	208.39	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 OLD GAR	9/23 old garage	53.77	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 CLERKS	9/23 clerks	412.55	0.00			--/--/--
GMP GREEN MOUNTAIN POWER CORPORATI	9/23 SALT SH	9/23 salt shed	22.53	0.00			--/--/--
GOT THAT GOT THAT RENTAL & SALES, INC.	9/19/23	Roller rental	1560.00	0.00			--/--/--
GOT THAT GOT THAT RENTAL & SALES, INC.	118253	Pump trash	1170.00	0.00			--/--/--
GOT THAT GOT THAT RENTAL & SALES, INC.	118404	Broom, gloves, safety glas	241.45	0.00			--/--/--
GOT THAT GOT THAT RENTAL & SALES, INC.	117721	Single drum roller	2406.99	0.00			--/--/--
GOT THAT GOT THAT RENTAL & SALES, INC.	118402	Pump, mudsucker	240.00	0.00			--/--/--
HARRISON HARRISON QUARRY LLC	7311	Plant mix	738.13	0.00			--/--/--
HARRISON HARRISON QUARRY LLC	7330	9/26 Fines	504.14	0.00			--/--/--
HARRISON HARRISON QUARRY LLC	7343	RIP-RAP stone	232.74	0.00			--/--/--
HARRISON HARRISON QUARRY LLC	7372	9/29 Plant mix	231.75	0.00			--/--/--
INGRAM INGRAM LIBRARY SERVICES	77490550	Lib supplies and books	64.21	0.00			--/--/--

10/05/23
03:13 pm

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 22 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01(General Fund) From / / To 10/09/23

Section 4. Item #B.
Page 2
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
INGRAM	INGRAM LIBRARY SERVICES	76928094 Lib Books and supplies	231.05	0.00			
J&L	J & L HARDWARE, INC.	496861 Sandpaper	29.73	0.00			
J&L	J & L HARDWARE, INC.	497356 Solid SDR	583.92	0.00			
J&L	J & L HARDWARE, INC.	497168 Batteries	154.93	0.00			
J&L	J & L HARDWARE, INC.	497225 Solid SDR	583.92	0.00			
J&L	J & L HARDWARE, INC.	498017 Uni-proof-50 deg non tox	47.83	0.00			
J&L	J & L HARDWARE, INC.	498014 mailbox flag	22.06	0.00			
J&L	J & L HARDWARE, INC.	498016 Return uni proof	-4.69	0.00			
J&L	J & L HARDWARE, INC.	498018 Return uni proof	-9.38	0.00			
JENKINS	JENKINS TREE & STUMP REMOVAL	9/29/2023 Tree removal	2200.00	0.00			
JIMMY P'S	JIMMY P'S EXCAVATION LLC	173 Industrial pk culvert jo	27680.00	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	9/23 Portable traffic signal	2340.00	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	90272 Dual power light & batte	937.00	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	90843 Seed	175.00	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	90939 Mulcher	120.00	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	90849 Rob& Kyles Boots	365.50	0.00			
JOHNSONH	JOHNSON HARDWARE & RENTAL	K90931 Stuart's boots	212.50	0.00			
KONICA	KONICA MINOLTA PREMIER FINANCE	43092450 Copier lease	77.21	0.00			
LANE	LANE ENTERPRISES, INC	460143 Reroll band & spiral gal	23031.22	0.00			
LANE	LANE ENTERPRISES, INC	577256 Spiral poly, bevel cuts	16347.00	0.00			
LD OLIVER	L D OLIVER SEED COMPANY INC	39372 5 bags cal. chloride	101.96	0.00			
MCCULLOUG	MCCULLOUGH CRUSHING INC	111286 Plant mix	5571.00	0.00			
MRS	MILTON RENTAL & SALES INC	1-644684 Message board	640.00	0.00			
MRS	MILTON RENTAL & SALES INC	1644737 Scissor lift, floor saw	460.00	0.00			
MRS	MILTON RENTAL & SALES INC	1644870 Windy sling	241.00	0.00			
MRS	MILTON RENTAL & SALES INC	1644630 Chainsaw chaps	239.40	0.00			
MRS	MILTON RENTAL & SALES INC	1-643606 Helmet-wheel	279.96	0.00			
MYERS	MYERS CONTAINER SERVICE CORP	9/23 TRASH 9/23 town trash	174.76	0.00			
MYERS	MYERS CONTAINER SERVICE CORP	9/23 BEACH T 8/28 9/28 Beach trash	286.38	0.00			
NE TRUCK	NEW ENGLAND TRUCK TIRE CENTERS	149288-09 Tires	1274.00	0.00			
PARENT	ROGER PARENT	139865 20 Bales of hay for mulc	70.00	0.00			
PAYCHEX	PAYCHEX	14139489 9/23 kiosks	75.00	0.00			
PETESEQI	PETE'S EQUIPMENT SALES AND REN	R-60795 Brush Hog and blade kit	4851.18	0.00			
PRIORITY	PRIORITY EXPRESS	80592335 Inter lib loan	236.55	0.00			
PRIORITY	PRIORITY EXPRESS	8059339 Lib loan	194.88	0.00			
QUEENCITY	QUEEN CITY STEEL	279191 1/4'' plate	270.00	0.00			
REGROWTH	REGROWTH PLANNING	23 03 1 South Village Plan	2500.00	0.00			
TIFCO	TIFCO INDUSTRIES	71906672 Rubber tarp straps,cable	546.31	0.00			
UNIFIR	UNIFIRST CORPORATION	1080169825 9/20 uniforms	74.02	0.00			
UNIFIR	UNIFIRST CORPORATION	1080168628 9/13 uniforms	74.02	0.00			
UNIFIR	UNIFIRST CORPORATION	1080171043 9/27 uniforms	74.02	0.00			
US BANK	US BANK	9/23 LOAN 10/23 loan payment	79687.92	0.00			
VALLEE2	R L VALLEE INC	7813822 9/30 fuel	495.34	0.00			
VGS	VERMONT GAS SYSTEMS INC	9/23 GARAGE 9/23 65 Plains Rd	86.08	0.00			
VGS	VERMONT GAS SYSTEMS INC	9/28 FIRE 9/23 Fire	166.80	0.00			
VGS	VERMONT GAS SYSTEMS INC	9/23 CLERKS 9/23 clerks	127.69	0.00			
VGS	VERMONT GAS SYSTEMS INC	9/23 PLAINS 9/23 85 plains	324.18	0.00			
VMCTA	VMCTA	2023-24 2023-24 membership	35.00	0.00			
VMERSDB	VMERS	9/23 VMERS 9/23 Vmers	10365.47	0.00			
VT DEC	VERMONT DEC-WATERSHED MGMT DIV	5472-9050 Permit 5472-9050	319.82	0.00			

10/05/23
03:13 pm

Town of Georgia, Vermont Accounts Payable
Check Warrant Report # 22 Current Prior Next FY Invoices
Unpaid Invoices For Check Acct 01 (General Fund) From / / To 10/09/23

Section 4. Item #B.
Page 3
bookkeeper

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			247,849.68	0.00	0.00		

To the Treasurer of Town of Georgia, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***247,849.68 Let this be your order for the payments of these amounts.

Devon Thomas (Chair)

Shannon Jenkins (Vice-Chair)

Jamie Comstock

Carl Rosenquist

Nicholas Martin



PHILO SECURITY SYSTEMS

CUSTOMER MONITORING INFORMATION

ADDRESS INFORMATION

ACCT# _____

CUSTOMER NAME Town of Georgia VT LIBRARY

STREET 1697 ETHAN ALLEN HWY

City/State/zip FAIRFAX ,VT 05454

SITE PHONE NUMBER 802-524-3254

EMAIL ADMINISTRATOR@TOWNOFGEORGIA.COM

USER CODES AND INFORMATION

Please list in the order you want called if there is an alarm
Passcode is used by the monitoring station to identify you. We suggest passcode and code be the same.

USER NAME	CODE	PASSCODE	PHONE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

SYSTEM INFORMATION

SYSTEM TYPE /MODLE ICT

COMM. TYPE CELLULAR

DBA **Philo Security Systems**
Philo Electric, LLC
100 State Park Road
Charlotte, VT 05445
(802) 425-2580 / FAX (802) 425-2579

ALARM MONITORING AGREEMENT

TERMS OF SERVICE

This agreement is made 25th day of September, 2023 _____ by and
between PHILO SECURITY SYSTEMS, herein referred to as
"COMPANY", and Town of Georgia VT (library)
herein referred to as "Subscriber". (print name clearly)

This is an agreement between you ("Subscriber") and PHILO SECURITY SYSTEMS ("COMPANY") for
the purpose of monitoring the alarm system installed at Subscriber's owned, rented or leased property
at:

1697 Ethan Allen Hwy. _____ Fairfax _____ VT _____ 05454
(Street Address) (City) (State) (Zip Code)

802-524-3524 _____
(Home Number) (Cell Phone Number)

administrator@townofgeorgia.com
(E-mail Address) *To send billing reminder/Update*

1. **TERM:** This agreement is year to year. At one year thereafter, agreement will auto renew annually at
acceptance anniversary unless Subscriber cancels alarm monitoring service in writing and allows the
removal by PHILO SECURITY SYSTEMS of Company account number(s) and telephone number(s)
from Subscriber's alarm system. All terminations/cancellations **MUST BE DONE IN WRITING** 30 days
prior to cancellation.

_____ Initials

- 2. **CANCELLATION:** Upon written cancellation of alarm monitoring service from Subscriber, PHILO SECURITY SYSTEMS will attempt to remove the account and telephone numbers from Subscriber's alarm equipment. Subscriber agrees to assist in that effort and make the alarm equipment available to PHILO SECURITY SYSTEMS during normal business hours. The amount of work required to recover PHILO SECURITY SYSTEMS proprietary alarm data will be billed at our prevailing labor rates, invoiced and may reduce or eliminate any refund Subscriber is due. Failure by PHILO SECURITY SYSTEMS to recover it's data may result in the continued alarm monitoring of Subscriber's alarm system. SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF PHILO SECURITY SYSTEMS PROPRIETARY DATA HAVE BEEN REMOVED FROM SUBSCRIBER'S ALARM EQUIPMENT.

- 3. **PAST DUE STATUS:** Should client's account become 'PAST DUE' for any reason, PHILO SECURITY SYSTEMS may, at it's option and without notice to client, remove alarm reporting from a toll free communication path. Client understands that client may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Client agrees that during the period Client's account remains in it's 'PAST DUE' status PHILO SECURITY SYSTEMS and it's designated Central Station may, at it's option, only respond to Client's alarm signals by notifying only the appropriate authorities and may, at it's option, refrain from calling Client's telephone numbers and 'call list' numbers. Client also understands that a charge of \$ 50.00 will be required before toll free reporting and regular 'call list' service can be restored.

- 4. **INSURANCE:** Subscriber acknowledges and agrees that PHILO SECURITY SYSTEMS is not an insurer, that subscribing to alarm monitoring will not replace insurance of any kind or pay any insurance deductible(s), that alarm systems cannot protect against loss, and that PHILO SECURITY SYSTEMS alarm monitoring service will not be held responsible in any way should loss occur.

- 5. **LIABILITY:** PHILO SECURITY SYSTEMS assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, PHILO SECURITY SYSTEMS cannot guarantee that Subscriber's alarm equipment provides full or even partial security coverage or will provide the security protection Subscriber intended it to provide. PHILO SECURITY SYSTEMS reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any Subscriber whose alarm equipment is: a) in poor working order; b) has not been repaired after Subscriber has been notified service is needed; c) responsible for excessive alarm signals – more than 5 during a 30 day period; d) used improperly by Subscriber or Subscriber's designates. Subscriber understands and agrees that unnecessary service or false alarm calls are to be borne by Subscriber.

If excessive false alarms are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, unintended use of the alarm system, PHILO SECURITY may, at its sole discretion, deem the same to be a material breach of contract on the part of the Subscriber and may, at its sole discretion, be excused from further performance.

_____ Initials

6. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that PHILO SECURITY SYSTEMS is **not an insurer**: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that PHILO SECURITY SYSTEMS makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with the resulting loss to Subscriber because of but not limited to:
- a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - b) The uncertainty of the response time of any police, fire department or alarm response company dispatched as a result of a signal from or at the premises;
 - c) The inability to ascertain what portion, if any, of any loss would be proximately caused by PHILO SECURITY SYSTEMS or it's AGENTS failure to perform or by a failure in it's equipment to operate;
 - d) The nature of the service to be performed by PHILO SECURITY SYSTEMS or its AGENTS.
7. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes a dialer, that the dialer communicates with PHILO SECURITY SYSTEMS central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, via radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF PHILO SECURITY SYSTEMS. Subscriber agrees to hold PHILO SECURITY SYSTEMS harmless for any and all loss as a result of any and all forms of communication failure.
8. **COMMUNICATION CHARGES AND CHANGES:** Subscriber agrees to pay for all telephone line charges and/or transmission charges brought about, but not limited to: Changes in line fees, rates or service levels and those fees, taxes and adjustments levied by service providers, local, state or federal governments; Changes in tariff regulations for any service provided within the entirety of this agreement; Changes to, splitting of or adding area codes. Subscriber agrees to pay PHILO SECURITY SYSTEMS all the above fees and the current programming charges required to comply with those changes.
9. **FAILURE TO PERFORM:** PHILO SECURITY SYSTEMS assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication failures, acts of God, or any catastrophe or condition beyond its control and is NOT REQUIRED to perform service while any such condition exists. PHILO SECURITY SYSTEMS shall have the right to cancel an existing agreement with or without notice in the event any telephone carrier discontinues certain grades of service, if Subscriber's premises including communication capability or PHILO SECURITY SYSTEMS central station provider should be destroyed or rendered inoperative by fire or other catastrophe.

_____ Initial

10. **DAMAGES:** Subscriber understands and agrees that if PHILO SECURITY SYSTEMS should be found liable for loss or damage due to failure of PHILO SECURITY SYSTEMS or its AGENTS to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the system or equipment in any respect whatsoever, PHILO SECURITY SYSTEMS and its AGENTS liability shall be limited to a sum equal to the total of Two Hundred and Fifty (\$250.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of PHILO SECURITY SYSTEMS or its AGENTS, ASSIGNS, or EMPLOYEES.

11. **WARRANTY OR MERCHANTABILITY:** PHILO SECURITY SYSTEMS makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, it's merchantability or its fitness for any particular use.

12. **SUBSCRIBER'S DAILY OPERATIONAL OBLIGATIONS AND RESPONSIBILITY:** Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify PHILO SECURITY SYSTEMS of any operating defect and have it repaired in a timely manner.

13. **POLICE DEPARTMENT/LOCAL, STATE REGULATIONS; SUBSCRIBER'S SOLE RESPONSIBILITY:** If Subscriber's local police department requires a permit, Subscriber agrees to pay for, get and immediately forward a copy of permit to PHILO SECURITY SYSTEMS at its address of record. Subscriber understands and accepts that PHILO SECURITY SYSTEMS is NOT RESPONSIBLE for maintaining Subscriber's police permit, paying local fees associated with police permits or permits of ANY kind. Subscriber assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as they currently apply to security services and Subscriber agrees to diligently follow and pay for all local, state and federal ordinances as they apply to Subscriber's relationship with PHILO SECURITY SYSTEMS for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that PHILO SECURITY SYSTEMS is not responsible for false alarm charges, will not pay them, and that police response or lack of police response may be due wholly or in part to having Subscriber's alarm account, if applicable, current with the local police department.

14. **RECONNECT FEES:** If monitoring service is suspended for ANY reason, Subscriber agrees to pay a minimum \$ 50.00 re-connect and processing fee.

15. **INCREASES IN OPERATING EXPENSES:** PHILO SECURITY SYSTEMS shall have the right to increase the annual charges provided herein to reflect any additional taxes, licenses, permits, insurance premiums, fees or charges which hereafter may be imposed on PHILO SECURITY SYSTEMS by any utility, governmental agency or insurance carrier(s) relating to the service(s) provided under the terms if this Agreement and Subscriber agrees to pay the same or cancel service.

_____ Initials

16. **OWNERSHIP:** PHILO SECURITY SYSTEMS yard signs, window decals, telephone stickers and anything with the PHILO SECURITY SYSTEMS identifier shall remain the property of PHILO SECURITY SYSTEMS. Subscriber acknowledges that none of the above is for sale and that all are used only with permission by PHILO SECURITY SYSTEMS during the period of service of Subscriber's alarm system by PHILO SECURITY SYSTEMS.

17. **NOTE:** If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

18. **ASSIGNMENT:** This agreement is not assignable by Subscriber without written consent of PHILO SECURITY SYSTEMS. PHILO SECURITY SYSTEMS shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.

19. **FEATURES AND SERVICES:**

STANDARD ALARM MONITORING
On Burglary alarm activation: <ul style="list-style-type: none"> • We call your home, your cell, Police/Fire Dept. or Response Agent • Up to 4 other phone numbers For other types of alarm activation – FIRE, HOLD-UP, PANIC, DURESS, MEDICAL, ENVIRONMENTAL – we will contact the appropriate authority to handle the event on your behalf
<ul style="list-style-type: none"> • 52 – day Communication test (residential) • 365 – day Communication test (commercial)
<ul style="list-style-type: none"> • Cell Digital Dialer Communication. • Central Station Notification on Loss of Power and Reserve Back-up Battery
<ul style="list-style-type: none"> • Keypad Notification of Wireless Transmitter Low Batteries
<ul style="list-style-type: none"> • Up to 10 Window Decals

_____ Initials

20. **OPTIONAL PROFESSIONAL SERVICES & CHARGES:** Can be ordered as needed in writing via mail, fax or e-mail ONLY.

• Programming Changes (Remote Access)	\$ 35.00 per written request
• Activity Reports: E-Mailed (Remote Access)	\$ 10.00 ea
User code updates or changes (Remote Access)	\$ 25.00

21. **Subscriber has read, understands and accepts the terms of this Agreement and is signing up for Alarm Monitoring Service:**

Please Note that some costs include Cellular transmission eliminating phone lines. All costs below are a yearly fee.

Residential/Commercial Security Alarm Monitoring @ 210 per year _____ Initial
PHONE LINE (Weekly transmission test)

Residential/ Commercial Security Alarm Monitoring @ 270 per year _____ Initial
WIFI (Weekly transmission test)

Residential/ Commercial Security Alarm Monitoring @ \$330 per year _____ Initial
CELL (Weekly Transmission Test)

Residential Security Total Connect Service for Honeywell _____ Initial
@ 60.00 per year Remote system control

Commercial Security / Fire Alarm Monitoring@ \$369.95 per year _____ Initial
(Phone Line Daily Transmission Test)

Commercial Fire Alarm Monitoring @ \$492.00 per year _____ Initial
(Cell Hourly Transmission Test)

Digital Remote Keypad @ \$25.00 per year _____ Initial
(Security Only – 4 Users) NAPCO PANELS ONLY

Customer signature: _____ Date: _____

Print name: _____

(For use by Philo Security only below this point)

Approved by: _____ Date: _____

Account Number: _____



PHILO SECURITY SYSTEMS

CUSTOMER MONITORING INFORMATION

ADDRESS INFORMATION

ACCT# _____

CUSTOMER NAME Town of Georgia VT OFFICE

STREET 47 TOWN COMMON RD NORTH

City/State/zip GEORGIA ,VT 05478

SITE PHONE NUMBER 802-524-3254

EMAIL ADMINISTRATOR@TOWNOFGEORGIA.COM

USER CODES AND INFORMATION

Please list in the order you want called if there is an alarm

Passcode is used by the monitoring station to identify you. We suggest passcode and code be the same.

USER NAME	CODE	PASSCODE	PHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SYSTEM INFORMATION

SYSTEM TYPE /MODLE ICT

COMM. TYPE CELLULAR

DBA Philo Security Systems
Philo Electric, LLC
100 State Park Road
Charlotte, VT 05445
(802) 425-2580 / FAX (802) 425-2579

ALARM MONITORING AGREEMENT

TERMS OF SERVICE

This agreement is made ____ 31st ____ day of ____ August _____, 2023 ____ by and between PHILO SECURITY SYSTEMS, herein referred to as "COMPANY", and __ Town of Georgia VT (office) _____, herein referred to as "Subscriber". (print name clearly)

This is an agreement between you ("Subscriber") and PHILO SECURITY SYSTEMS ("COMPANY") for the purpose of monitoring the alarm system installed at Subscriber's owned, rented or leased property at:

__ 47 Town Common Rd N. _____ Georgia _____ __ VT ____ __ 05478 __
(Street Address) (City) (State) (Zip Code)

__ 802-524-3524 _____
(Home Number) (Cell Phone Number)

__ administrator@townofgeorgia.com _____
(E-mail Address) *To send billing reminder/Update*

- 1. **TERM:** This agreement is year to year. At one year thereafter, agreement will auto renew annually at acceptance anniversary unless Subscriber cancels alarm monitoring service in writing and allows the removal by PHILO SECURITY SYSTEMS of Company account number(s) and telephone number(s) from Subscriber's alarm system. All terminations/cancellations MUST BE DONE IN WRITING 30 days prior to cancellation.

_____ Initials

2. **CANCELLATION:** Upon written cancellation of alarm monitoring service from Subscriber, PHILO SECURITY SYSTEMS will attempt to remove the account and telephone numbers from Subscriber's alarm equipment. Subscriber agrees to assist in that effort and make the alarm equipment available to PHILO SECURITY SYSTEMS during normal business hours. The amount of work required to recover PHILO SECURITY SYSTEMS proprietary alarm data will be billed at our prevailing labor rates, invoiced and may reduce or eliminate any refund Subscriber is due. Failure by PHILO SECURITY SYSTEMS to recover it's data may result in the continued alarm monitoring of Subscriber's alarm system. SUBSCRIBER AGREES THAT MONITORING AND BILLING WILL CONTINUE UNTIL ALL OF PHILO SECURITY SYSTEMS PROPRIETARY DATA HAVE BEEN REMOVED FROM SUBSCRIBER'S ALARM EQUIPMENT.

3. **PAST DUE STATUS:** Should client's account become 'PAST DUE' for any reason, PHILO SECURITY SYSTEMS may, at it's option and without notice to client, remove alarm reporting from a toll free communication path. Client understands that client may incur communication charges for each alarm transmission from their telephone company should the toll free service be removed. Client agrees that during the period Client's account remains in it's 'PAST DUE' status PHILO SECURITY SYSTEMS and it's designated Central Station may, at it's option, only respond to Client's alarm signals by notifying only the appropriate authorities and may, at it's option, refrain from calling Client's telephone numbers and 'call list' numbers. Client also understands that a charge of \$ 50.00 will be required before toll free reporting and regular 'call list' service can be restored.

4. **INSURANCE:** Subscriber acknowledges and agrees that PHILO SECURITY SYSTEMS is **not an insurer**, that subscribing to alarm monitoring will not replace insurance of any kind or pay any insurance deductible(s), that alarm systems cannot protect against loss, and that PHILO SECURITY SYSTEMS alarm monitoring service will not be held responsible in any way should loss occur.

5. **LIABILITY:** PHILO SECURITY SYSTEMS assumes NO LIABILITY OR RESPONSIBILITY whatsoever for the serviceability, operation, maintenance or function of Subscriber's alarm equipment. Additionally, PHILO SECURITY SYSTEMS cannot guarantee that Subscriber's alarm equipment provides full or even partial security coverage or will provide the security protection Subscriber intended it to provide. PHILO SECURITY SYSTEMS reserves the right to terminate WITHOUT FAULT the alarm monitoring service to any Subscriber whose alarm equipment is: a) in poor working order; b) has not been repaired after Subscriber has been notified service is needed; c) responsible for excessive alarm signals – more than 5 during a 30 day period; d) used improperly by Subscriber or Subscriber's designates. Subscriber understands and agrees that unnecessary service or false alarm calls are to be borne by Subscriber.

If excessive false alarms are caused by ANY reason, including but not limited to user error or malicious behavior, carelessness, unintended use of the alarm system, PHILO SECURITY may, at its sole discretion, deem the same to be a material breach of contract on the part of the Subscriber and may, at its sole discretion, be excused from further performance.

_____ Initials

6. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood that PHILO SECURITY SYSTEMS is **not an insurer**: that insurance, if any, shall be obtained by the Subscriber: that the payments provided herein are based solely on the value of the services set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises; that PHILO SECURITY SYSTEMS makes no guaranty or warranty, including any implied warranty of merchantability of fitness that the equipment or services supplied will avert or prevent occurrences or the consequences from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the system to properly operate with the resulting loss to Subscriber because of but not limited to:
- a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - b) The uncertainty of the response time of any police, fire department or alarm response company dispatched as a result of a signal from or at the premises;
 - c) The inability to ascertain what portion, if any, of any loss would be proximately caused by PHILO SECURITY SYSTEMS or it's AGENTS failure to perform or by a failure in it's equipment to operate;
 - d) The nature of the service to be performed by PHILO SECURITY SYSTEMS or its AGENTS.
7. **COMMUNICATION LINK DISCLAIMER:** Subscriber acknowledges that Subscriber's alarm equipment utilizes a dialer, that the dialer communicates with PHILO SECURITY SYSTEMS central monitoring provider via telephone lines, DSL lines, Internet service, cellular service, via radio transmission, or by any communication path unknown now but utilized in the future and that the serviceability of any communication path is COMPLETELY BEYOND THE CONTROL OF PHILO SECURITY SYSTEMS. Subscriber agrees to hold PHILO SECURITY SYSTEMS harmless for any and all loss as a result of any and all forms of communication failure.
8. **COMMUNICATION CHARGES AND CHANGES:** Subscriber agrees to pay for all telephone line charges and/or transmission charges brought about, but not limited to: Changes in line fees, rates or service levels and those fees, taxes and adjustments levied by service providers, local, state or federal governments; Changes in tariff regulations for any service provided within the entirety of this agreement; Changes to, splitting of or adding area codes. Subscriber agrees to pay PHILO SECURITY SYSTEMS all the above fees and the current programming charges required to comply with those changes.
9. **FAILURE TO PERFORM:** PHILO SECURITY SYSTEMS assumes NO LIABILITY for failure to perform because of, but not limited to, labor trouble, riots, floods, power outages, communication failures, acts of God, or any catastrophe or condition beyond its control and is NOT REQUIRED to perform service while any such condition exists. PHILO SECURITY SYSTEMS shall have the right to cancel an existing agreement with or without notice in the event any telephone carrier discontinues certain grades of service, if Subscriber's premises including communication capability or PHILO SECURITY SYSTEMS central station provider should be destroyed or rendered inoperative by fire or other catastrophe.

_____ Initial

10. **DAMAGES:** Subscriber understands and agrees that if PHILO SECURITY SYSTEMS should be found liable for loss or damage due to failure of PHILO SECURITY SYSTEMS or its AGENTS to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the system or equipment in any respect whatsoever, PHILO SECURITY SYSTEMS and its AGENTS liability shall be limited to a sum equal to the total of Two Hundred and Fifty (\$250.00) dollars as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of PHILO SECURITY SYSTEMS or its AGENTS, ASSIGNS, or EMPLOYEES.

11. **WARRANTY OR MERCHANTABILITY:** PHILO SECURITY SYSTEMS makes no expressed or implied warranties as to any matter whatsoever, including, but without limitation, the condition of the equipment, it's merchantability or its fitness for any particular use.

12. **SUBSCRIBER'S DAILY OPERATIONAL OBLIGATIONS AND RESPONSIBILITY:** Subscriber agrees to carefully and properly test and set system daily, including walk test if movement detection devices are installed, and will notify PHILO SECURITY SYSTEMS of any operating defect and have it repaired in a timely manner.

13. **POLICE DEPARTMENT/LOCAL, STATE REGULATIONS; SUBSCRIBER'S SOLE RESPONSIBILITY:** If Subscriber's local police department requires a permit, Subscriber agrees to pay for, get and immediately forward a copy of permit to PHILO SECURITY SYSTEMS at its address of record. Subscriber understands and accepts that PHILO SECURITY SYSTEMS is NOT RESPONSIBLE for maintaining Subscriber's police permit, paying local fees associated with police permits or permits of ANY kind. Subscriber assumes ALL responsibility and liability for the maintenance and compliance with local, state and federal regulations as they currently apply to security services and Subscriber agrees to diligently follow and pay for all local, state and federal ordinances as they apply to Subscriber's relationship with PHILO SECURITY SYSTEMS for the life of their mutual business relationship. Additionally, Subscriber understands and accepts that PHILO SECURITY SYSTEMS is not responsible for false alarm charges, will not pay them, and that police response or lack of police response may be due wholly or in part to having Subscriber's alarm account, if applicable, current with the local police department.

14. **RECONNECT FEES:** If monitoring service is suspended for ANY reason, Subscriber agrees to pay a minimum \$ 50.00 re-connect and processing fee.

15. **INCREASES IN OPERATING EXPENSES:** PHILO SECURITY SYSTEMS shall have the right to increase the annual charges provided herein to reflect any additional taxes, licenses, permits, insurance premiums, fees or charges which hereafter may be imposed on PHILO SECURITY SYSTEMS by any utility, governmental agency or insurance carrier(s) relating to the service(s) provided under the terms if this Agreement and Subscriber agrees to pay the same or cancel service.

____ Initials

16. **OWNERSHIP:** PHILO SECURITY SYSTEMS yard signs, window decals, telephone stickers and anything with the PHILO SECURITY SYSTEMS identifier shall remain the property of PHILO SECURITY SYSTEMS. Subscriber acknowledges that none of the above is for sale and that all are used only with permission by PHILO SECURITY SYSTEMS during the period of service of Subscriber's alarm system by PHILO SECURITY SYSTEMS.

17. **NOTE:** If any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

18. **ASSIGNMENT:** This agreement is not assignable by Subscriber without written consent of PHILO SECURITY SYSTEMS. PHILO SECURITY SYSTEMS shall have the right to assign this agreement or subcontract any of the services it may perform. There are NO VERBAL understandings changing or modifying this Agreement.

19. **FEATURES AND SERVICES:**

STANDARD ALARM MONITORING
On Burglary alarm activation: <ul style="list-style-type: none"> • We call your home, your cell, Police/Fire Dept. or Response Agent • Up to 4 other phone numbers For other types of alarm activation – FIRE, HOLD-UP, PANIC, DURESS, MEDICAL, ENVIRONMENTAL – we will contact the appropriate authority to handle the event on your behalf
<ul style="list-style-type: none"> • 52 – day Communication test (residential) • 365 – day Communication test (commercial)
<ul style="list-style-type: none"> • Cell Digital Dialer Communication. • Central Station Notification on Loss of Power and Reserve Back-up Battery
<ul style="list-style-type: none"> • Keypad Notification of Wireless Transmitter Low Batteries
<ul style="list-style-type: none"> • Up to 10 Window Decals

Initials

20. **OPTIONAL PROFESSIONAL SERVICES & CHARGES:** Can be ordered as needed in writing via mail, fax or e-mail ONLY.

• Programming Changes (Remote Access)	\$ 35.00 per written request
• Activity Reports: E-Mailed (Remote Access)	\$ 10.00 ea
User code updates or changes (Remote Access)	\$ 25.00

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PHONE LINE (Weekly transmission test)

Residential/ Commercial Security Alarm Monitoring @ 270 per year _____ **Initial**
WIFI (Weekly transmission test)

* **Residential/ Commercial Security Alarm Monitoring @ \$330 per year** _____ **Initial**
CELL (Weekly Transmission Test)

Residential Security Total Connect Service for Honeywell _____ **Initial**
@ 60.00 per year Remote system control

Commercial Security / Fire Alarm Monitoring@ \$369.95 per year _____ **Initial**
(Phone Line Daily Transmission Test)

Commercial Fire Alarm Monitoring @ \$492.00 per year _____ **Initial**
(Cell Hourly Transmission Test)

Digital Remote Keypad @ \$25.00 per year _____ **Initial**
(Security Only – 4 Users) NAPCO PANELS ONLY

Customer signature: _____ Date: _____

Print name: _____

(For use by Philo Security only below this point)

Approved by: _____ Date: _____

Account Number: _____

2023 Fuel Quote

Roberts Energy - currently used on road diesel. Nothing submitted in writing. We are currently at cost+ \$0.25. 10/3/23 price would be \$3.79 per gallon. They don't do pricing from Montreal rack.

Rowley Fuels- currently used for propane at the library. Submitted quotes and easy to get ahold of. They can offer a cost+ \$0.24. 10/3/23 price would be \$3.72 per gallon. They don't do pricing from Montreal rack. They are offering \$0.02 off a gallon for each gallon of gas from their pumps in Milton. (their pumps are normally \$0.10 cheaper than Maplefields) Tank installation fee reduced if we move the old tank and install new tank. (We can do this) We would still have a fuel tank on site for convenience.

R.L. Vallee – currently used for gasoline. Original submittal acquired by Gary on behalf of the town. They use Montreal rack + \$0.1285 per gallon. 10/2/23 price would be \$3.4475 per gallon. They are offering \$0.12 off for gas. Fueling would happen at any Maplefields location.

Points to consider:

*We have been wanting accountability for fuel per truck/operator leaving our on-site tank. Roberts has installed a meter and Rowley fuels would provide one. Vallee's would be done at the pump.

*Having our own tank is convenient due to all equipment not having to leave for fuel. We would need to buy a transfer tank to go in the back of the p/u if we don't have fuel on site. Cost of \$1200+

*We would be saving extra money on gasoline by going with Vallee or Rowley.

*Normal summertime use would be 5-10 gallons a day per truck 2-3 times a week. Wintertime would be 15-40 gallons depending on storms 1-2 times a day. Winter would be at OT rate of pay.

*Trucks get 4-6 miles per gallon. Use 1 gallon to go offsite for fuel. Fuel prices are higher during the winter.

*10 minutes' drive time back and forth, 5-10 minutes for fueling, possible wait depending on day and time. Average employee \$0.466 a minute at straight time.

*Price changes each week due to the market

*Fire department fuels using our current on-site tank

Rowley week of 10/2/23 based off large truck / Vallee week of 10/2/23 based off large truck

\$3.72x 20 gallons=\$74.40

\$3.4475x20 gallons=\$68.95

5 minutes of fueling \$2.33

5 minutes if fueling \$2.33

No drive time

10 minutes of drive time=\$4.66

No wait

5 minutes of wait=\$2.33

total \$76.73

total \$78.27

I suggest we switch to Rowley Fuels to save money on Diesel and Gasoline. It still leaves us with an onsite tank.

Georgia Road Foreman

From: Garrett Allard <gallard@rowleyfuels.com>
Sent: Wednesday, October 4, 2023 8:23 AM
To: Georgia Road Foreman
Subject: RE: Rowley Fuels

PREVIOUS VERSION You don't often get email from gallard@rowleyfuels.com. [Learn why this is important](#)

I don't believe so, I didn't have time to look last night but If memory serves me correctly you pay the 1 cent a gal tax and that's it.

From: Georgia Road Foreman <roadforeman@townofgeorgia.com>
Sent: Wednesday, October 4, 2023 8:20 AM
To: Garrett Allard <gallard@rowleyfuels.com>
Subject: RE: Rowley Fuels

Are there state and federal taxes we pay if we are tax exempt?

From: Garrett Allard <gallard@rowleyfuels.com>
Sent: Tuesday, October 3, 2023 5:24 PM
To: Georgia Road Foreman <roadforeman@townofgeorgia.com>
Subject: Rowley Fuels

PREVIOUS VERSION You don't often get email from gallard@rowleyfuels.com. [Learn why this is important](#)

Hi Todd,


Here is this weeks LSD price that you requested. Please note that this does not include state or federal tax. Let me know if there is anything else you need.

10/3/23

\$3.72 per gal

Thanks

Garrett



Garrett Allard
Rowley Fuels & Propane
Vice President
gallard@rowleyfuels.com
(802) 893-7952 Work
(802) 893-3201 Fax
PO Box 21, 789 Rte 7 S.
Milton, VT 05468

ROWLEY FUELS

Rowley Fuels & Propane • PO Box 21 • 789 Route 7 South • Milton, VT 05468 • 802.893.7952 • Fax 802.893.3201 • info@rowleyfuels.com

September 15, 2023

Rowley Fuels, Inc. agrees to provide Gasoline and Diesel at our pumps located at 8 River Street in Milton for **.02 cents off per gallon, which is subject to market fluctuations** for 1 year starting on the signed date of this contract to:

11239
Town of Georgia
83 Plains Rd
Georgia, VT 05468

- 1) The contract is activated upon signature by customer.
- 2) The contract requires automatic delivery, during the contractual period. Payment is due upon delivery.
- 3) There is **NO** early withdrawal from the Rowley Fuels Inc. price agreement. The products have been secured by Rowley Fuels Inc. for its contracted customer's use. Hence, there will be no refund provided by Rowley Fuels Inc.
- 4) Force Majeure: Rowley Fuels Inc. shall not be responsible for damages, delay or failure to perform, when such delay or failure is subject to Acts of God, strikes, differences with workmen, compliance with requests of government, war conditions, accidents, delays in transportation, or any other cause beyond the control of Rowley Fuels Inc.
- 5) The terms of this contract are considered to be fully integrated within this document. Any changes or modifications to the contract are to be undertaken in an independent written instrument agreed to by both parties for separate consideration, regardless of any oral representations to the contrary.
- 6) Payment is solely attributable to gallons of Diesel delivered by Rowley Fuels Inc. The contracted price cannot be used for any service Rowley Fuels Inc. provides for its contracted customer's heating system, tank installation or any other manner whatsoever.

Company Representative _____

Date _____

Customer Signature _____

Date _____

ROWLEY FUELS

Rowley Fuels & Propane • PO Box 21 • 789 Route 7 South • Milton, VT 05468 • 802.893.7952 • Fax 802.893.3201 • info@rowleyfuels.com

September 14, 2023

Rowley Fuels, Inc. agrees to provide Diesel fuel at **.24 cents off per gallon over cost, which is subject to market fluctuations** for 1 year starting on the signed date of this contract to:

11239
Town of Georgia
83 Plains Rd
Georgia, VT 05468

- 1) The contract is activated upon signature by customer.
- 2) The contract requires automatic delivery, during the contractual period. Payment is due upon delivery.
- 3) There is **NO** early withdrawal from the Rowley Fuels Inc. price agreement. The products have been secured by Rowley Fuels Inc. for its contracted customer's use. Hence, there will be no refund provided by Rowley Fuels Inc.
- 4) Force Majeure: Rowley Fuels Inc. shall not be responsible for damages, delay or failure to perform, when such delay or failure is subject to Acts of God, strikes, differences with workmen, compliance with requests of government, war conditions, accidents, delays in transportation, or any other cause beyond the control of Rowley Fuels Inc.
- 5) The terms of this contract are considered to be fully integrated within this document. Any changes or modifications to the contract are to be undertaken in an independent written instrument agreed to by both parties for separate consideration, regardless of any oral representations to the contrary.
- 6) Payment is solely attributable to gallons of Diesel delivered by Rowley Fuels Inc. The contracted price cannot be used for any service Rowley Fuels Inc. provides for its contracted customer's heating system, tank installation or any other manner whatsoever.

Company Representative _____

Date _____

Customer Signature _____

Date _____

PROPOSAL

Sep 13, 2023



Rowley Fuels & Propane
PO Box 21
Milton, VT 05468

802.893.7952
Fax 802.893.3201
info@rowleyfuels.com

Account Number	Proposal Number
11239	P03335-1-1

Bill To: Town of Georgia 83 Plains Rd Georgia, VT 05468	Work At: Town of Georgia Todd Cadieux 83 Plains Rd Georgia, VT 05468 Mobile: 802-307-2259**Todd
---	---

We hereby submit specifications and estimates for:

Rowley Fuels Inc proposes to install a double wall 1000 gallon skid tank with a pump and meter. This proposal includes, but is not limited to parts, labor, and taxes.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$9,501.36.

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon authorization by customer, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Rowley Fuels has paid all applicable Vermont taxes on material quoted for this job.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Note: This proposal may be withdrawn by us if not accepted by 10/13/2023.

Signature: _____



Rowley Fuels & Propane
 PO Box 21
 Milton, VT 05468

802.893.7952
 Fax 802.893.3201
 info@rowleyfuels.com

Section 8. Item #C.

PROPOSAL

Sep 15, 2023

Account Number	Proposal Number
11239	103336-1-1

<p>Bill To:</p> <p>Town of Georgia 83 Plains Rd Georgia, VT 05468</p>	<p>Work At:</p> <p>Town of Georgia Todd Cadieux 83 Plains Rd Georgia, VT 05468</p> <p>Mobile: 802-307-2259**Todd</p>
--	--

We hereby submit specifications and estimates for:

Rowley Fuels Inc proposes to install a double wall 1000 gallon skid tank with a pump and meter that Rowley Fuels would own. This proposal includes labor and tank delivery.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$575.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon authorization by customer, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Rowley Fuels has paid all applicable Vermont taxes on material quoted for this job.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Note: This proposal may be withdrawn by us if not accepted by 10/15/2023.

Signature: _____



Town of Georgia
47 Town Commons Road
St. Albans VT 05478

To Whom it May Concern:

Subject: Fuel Bid/ Vallee Fleet Card

RL Vallee Inc/Maplefields is pleased to quote gasoline and diesel for the Town of Georgia

Diesel- Montreal-Valero-Rack 3.2695

+ Freight .085

+ Adder .12

8/29/2023- Total price without tax 3.4745

Gasoline- 12 Cent monthly discount- All Grades

Thank you,

Tim Vallee-President

