

April 14, 2015

Woodford Select Board  
& Catherine Lee.


hereby submit my intention  
on becoming an auditor for  
the Town of Woodford, Vermont

# TOWN OF WOODFORD OUTSTANDING BILLS

4/1/2015

VENDOR	PURPOSE	AMOUNT	ACCOUNT	CHECK #
Apex Software	Maintenance Renewal	\$ 215.00	General	
Bennington Cty. Sheriff's Dept	Patrolling March 01-31, 2015	\$ 969.00	General	
HL Propane	Heat	\$ 1,380.18	General	
Linda Dovitski	Grand List Seminar	\$ 250.00	General	on last months warrants.
NEMRC	Consult	\$ 300.00	General	
Staples	Supplies	\$ 100.00	General	
GMP	Electric	\$ 145.32	General	

SELECTMEN:

  
Mike Chavitt 4/15/15  
Steve Wright 4/15/15

\$ 3,359.50

04/15/2015  
09:58 am

Town of Woodford Accounts Payable  
Check Warrant Report # AP-3 Current FY Invoices  
For checks For Check Acct 01(GENERAL) 03/01/2015 To 03/31/2015

Page 1 of 1  
Treasurer

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
			19.78	0.00	19.78	3253	03/05/15
55	RONALD HIGGINS	elections	43.52	0.00	43.52	3253	03/05/15
55	RONALD HIGGINS	elections	250.00	0.00	250.00	3254	03/19/15
LD300	DOVITSKI, LINDA	grand list seminar	841.50	0.00	841.50	3255	03/23/15
133	BENNINGTON COUNTY SHERIFF'S DE	february 2015 patrolling	30.60	0.00	30.60	3256	03/23/15
244	CHARLENE FOSTER	bca/elections	86.70	0.00	86.70	3257	03/23/15
GKR	GAIL K. RUTKOWSKI	bca/elections	180.43	0.00	180.43	3258	03/23/15
05	GMP GREEN MOUNTAIN POWER	electric	522.73	0.00	522.73	3259	03/23/15
222	HL PROPANE	heat	81.60	0.00	81.60	3260	03/23/15
JH1844	JAMES HERRIGAN	bca/elections	318.75	0.00	318.75	3261	03/23/15
23	NEMRC	consult	110.47	0.00	110.47	3262	03/23/15
158	STAPLES	supplies	30.60	0.00	30.60	3263	03/23/15
239	TIFFANY TOBIN	bca/elections	142.80	0.00	142.80	3264	03/23/15
75	VIRGINIA ULITSCH	bca/elections	500.00	0.00	500.00	3266	03/25/15
LATIF	LATIF PLUMBING AND HEATING, LL	water pump/labor	1839.00	0.00	1839.00	3267	03/28/15
62	BENNINGTON COUNTY REGIONAL COM	2014/2015 AP apprpriation 2014/2015	398.76	0.00	398.76	20150228	03/05/15
19	BANK NORTH	PR-02/03/15 Payroll Transfer	4.68	0.00	4.68	20150228	03/05/15
19	BANK NORTH	PR-02/06/15 Payroll Transfer					
Report Total			5,401.92	0.00	5,401.92		

Board of Selectmen

*[Signature]* 4/15/15

*[Signature]* 4/15/15

*[Signature]* 4/15/15

To the Treasurer of Town of Woodford, 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 \$ \*\*\*\*\*5,401.92 Let this be your order for the payments of these amounts.

04/15/15  
10:44 am

Town of Woodford Payroll  
Check Warrant Report #PR-3  
Period end date 03/01/15 to 03/31/15

Page 1 of 2  
Treasurer

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
HIGGINS, RONALD J.	953.33	0.00	0.00	80.00	59.11	13.82	16.00	0.00	0.00	0.00	784.40	0.00	3244
WRIGHT, STEVEN	1147.00	0.00	0.00	0.00	71.11	16.63	0.00	0.00	0.00	0.00	1059.26	0.00	3252
THURBER, RYAN M.	1147.00	0.00	0.00	0.00	71.11	16.63	0.00	0.00	0.00	0.00	1059.26	0.00	3251
CHARETTE, MICHAEL	1147.00	0.00	0.00	0.00	71.11	16.63	0.00	0.00	0.00	0.00	1059.26	0.00	3250
KINNEY, JAMES R.	170.00	0.00	0.00	0.00	10.54	2.47	0.00	0.00	0.00	0.00	156.99	0.00	3245
RUTKOWSKI, GAIL K.	520.00	0.00	0.00	0.00	32.24	7.54	0.00	0.00	0.00	0.00	480.22	0.00	3247
RUTKOWSKI, GAIL K.	520.00	0.00	0.00	0.00	32.24	7.54	0.00	0.00	0.00	0.00	480.22	0.00	3249
RUTKOWSKI, GAIL K.	480.00	0.00	0.00	0.00	29.76	6.96	0.00	0.00	0.00	0.00	443.28	0.00	3246
RUTKOWSKI, GAIL K.	520.00	0.00	0.00	0.00	32.24	7.54	0.00	0.00	0.00	0.00	480.22	0.00	3248
Total of 4 items for GKR											1883.94	0.00	
HARRINGTON, SANDRA D.	86.70	0.00	0.00	0.00	5.38	1.26	0.00	0.00	0.00	0.00	80.06	0.00	3243
											6691.03	0.00	
											6691.03	0.00	

04/15/15  
10:44 am

Town of Woodford Payroll  
Check Warrant Report #PR-3  
Period end date 03/01/15 to 03/31/15

Page 2 of 2  
Treasurer

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
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To the Treasurer of Town of Woodford  
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 \$ \*\*\*6,083.17.  
Let this be your order for the payments of these amounts.

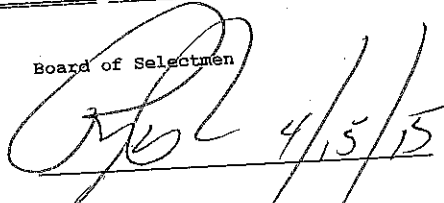
Board of Selectmen  
*[Signature]* 4/15/15  
*[Signature]* 4/15/15  
*[Signature]* 4/15/15

04/15/2015  
09:48 am

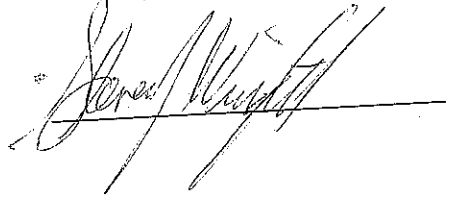
Town of Woodford Accounts Payable  
Check Warrant Report # H-3 Current Prior Next FY Invoices  
All Manual\Direct Pays For Check Acct 03(HIGHWAY) 03/01/2015 To 03/31/2015

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
H100	DWYER'S 4 SEASONS	3403 plowing/sanding	5253.50	0.00	5253.50	930	03/31/15
Report Total			5,253.50	0.00	5,253.50		

Board of Selectmen

  
4/15/15

  
4/15/15



To the Treasurer of Town of Woodford, 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 \$ \*\*\*\*\*5,253.50  
Let this be your order for the payments of these amounts.

Approved 1st meeting 4/15/15

## Bennington County Solid Waste Alliance Interlocal Contract

This represents an interlocal contract for the management of solid waste for the Towns of Arlington, Bennington, Dorset, Glastenbury, Manchester, Pownal, Rupert, Sandgate, Searsburg, Shaftsbury, Stamford, Sunderland and Woodford, Vermont.

This contract is entered into between the Towns of Arlington, Bennington, Dorset, Glastenbury, Manchester, Pownal, Rupert, Sandgate, Searsburg, Shaftsbury, Stamford, Sunderland and Woodford, in Bennington County, Vermont, acting by and through their respective Select Boards.

Whereas, under the 24 V.S.A. § 2202a the Towns of Arlington, Bennington, Dorset, Glastenbury, Manchester, Pownal, Rupert, Sandgate, Searsburg, Shaftsbury, Stamford, Sunderland and Woodford (hereinafter "Towns") "...are responsible for the management and regulation of the storage, collection, processing, and disposal of solid wastes within their jurisdiction in conformance with the State Solid Waste Management Plan authorized under 10 V.S.A. chapter 159," and

Whereas, the Vermont Legislature adopted Act 148, known as the Universal Recycling Law in 2012, and

Whereas, pursuant to the Universal Recycling Law, the Vermont Agency of Natural Resources developed a Materials Management Plan that became effective on June 18, 2014, and

Whereas, the Universal Recycling Law requires that solid waste management entities, which include solid waste districts, alliances, or municipalities, charged with managing solid waste must develop a Solid Waste Implementation Plan (hereinafter SWIP), consistent with the Materials Management Plan, and

Whereas, that plan must be approved by the Vermont Agency of Natural Resources and adopted by the solid waste management entities by June 18, 2015, and

Whereas, the Towns formed a Joint Municipal Survey Committee (hereinafter the "Committee" pursuant to 24 V.S.A. Chapter 24, and

Whereas, the Committee drafted this Interlocal contract to provide for the performance of services for the management and regulation of solid waste pursuant to Title 10 Chapters 159, 164, 164A, 166, 168 and 201 and Title 24 Chapter 61, and

Whereas, the Select Board of the Town of Woodford has reviewed the draft Interlocal contract and agreed to enter into the contract following discussion at a warned public meeting,

Now Therefore Be It Resolved that the Town of Woodford agrees to adopt the following Interlocal Contract:

#### Article I. Purpose

The purpose of this Interlocal Contract is to provide for the efficient implementation of the Solid Waste Implementation Plan adopted by the Towns in accordance Vermont Statutes and the Vermont Materials Management Plan prepared by the Vermont Agency of Natural Resources and effective June 18, 2014. The Towns which are parties to this contract shall be known as the Bennington County Solid Waste Alliance (BCSWA).

#### Article II. Duration

This Contract shall be in effect following approval of the Select Boards of the member towns. A town may withdraw from this Contract by vote of its Select Board. The withdrawal of one or more Towns shall not dissolve this Contract between the remaining Towns. If two-thirds of the representatives from each participating TOWN determine that it is in the best interest of the member Towns that BCSWA be dissolved, and BCSWA has no outstanding debt or obligations under long-term contracts, or will have no such debt or obligation upon completion of the Plan of Dissolution, BCSWA shall submit a Plan of Dissolution to the Select Boards of the member Towns. An affirmative vote of each of the remaining BCSWA Towns shall dissolve BCSWA according to the Plan of Dissolution.

The Plan of Dissolution shall:

1. Identify and assign a value to all BCSWA assets;
2. Identify all BCSWA creditors, liabilities, and obligations;
3. Specify the means by which BCSWA's assets will be liquidated and obligations discharged;
4. Specify the amount of money due from each member Town, if necessary, to discharge the obligations;
5. Specify the nature and amount of any liabilities or obligations to be assumed and paid by the member Towns;
6. Specify the means by which any assets remaining after discharge of all liabilities shall be liquidated, if necessary;
7. Specify that any assets remaining after payment of all liabilities shall be apportioned and distributed among the member Towns according to the same formula used in apportioning annual assessments.

#### Article III. Membership

Municipalities wishing to join BCSWA after adoption of this contract may be considered by submitting a request to the Chair of BCSWA at least 60 days in advance of a regularly scheduled meeting. The Chair shall add the request to the next meeting agenda. Such municipalities'

admission shall be subject to a two-thirds majority vote as specified in Article IV. Requesting municipalities shall be obligated to pay the current year's dues and any other fees determined by the membership. Withdrawal by any member municipality shall take effect at the end of the fiscal year in which it decides to withdraw. All dues must be paid to the end of the fiscal year. No refunds shall be issued for the fiscal year in which the withdrawal takes place or for shares of capital investments or grants received by BCSWA.

Article IV. Administration

The Bennington County Solid Waste Alliance shall be administered by a Board consisting of one representative from each Town. Each Town gets at least one vote. Towns with a population greater than 2,000 get a vote for each 2,000 residents rounded up as shown in the table below. For a meeting to be held, business transacted and votes taken, a majority of member Towns must be represented. A majority vote shall be defined as requiring both 1) a majority of the Town Representatives and 2) more than 50% of the total votes of the Towns. A two-thirds vote shall be defined as requiring 1) both two-thirds of the Town Representatives and 2) two-thirds of the total votes of the Towns.

Town	Number of Votes	2010 Population	Proportion
Arlington	2	2,317	6.61
Bennington	8	15,764	44.96
Dorset	2	2,031	5.79
Glastenbury	1	8	0.02
Manchester	3	4,391	12.52
Pownal	2	3,527	10.06
Rupert	1	714	2.04
Sandgate	1	405	1.16
Searsburg	1	109	0.31
Shaftsbury	2	3,590	10.24
Stamford	1	824	2.35
Sunderland	1	956	2.73
Woodford	1	424	1.21
Total	26	35,060	100.00

Voting	Majority Vote	Two-thirds Majority Vote
Number of Towns Required	7	9
Number of Votes Required	14	18



The proportion and number of votes will be updated based on the most recent census data from the U.S. Census and any changes in membership of the Alliance.

The Select Boards of each Town shall appoint a representative to serve one year beginning in April 15<sup>th</sup> of each year, and representatives shall serve at the pleasure of the respective Town Select Board. Towns may also appoint alternate representatives. BCSWA will annually elect a Chair, Vice Chair, Secretary, Treasurer and others as necessary. The positions of Secretary and Treasurer may be held by the same individual.

1. Chair: The Chair shall preside at all meetings of the BCSWA, shall sign and make all contracts and agreements in the name of the Bennington County Solid Waste Alliance, shall enforce this contract and perform all the duties incident to the position and office and which are required by law. The Chair shall have authority to sign checks when the Treasurer is not available or is precluded from issuing checks as described below.
2. Vice-chair: During the absence or inability of the Chair to render or perform his/her duties or exercise his/her powers the same shall be performed and exercised by the Vice-Chair who, when so acting, shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon such Chair.
3. Secretary: The secretary shall record all votes and proceedings of BCSWA.
4. Treasurer: The treasurer shall have the care and custody of the funds and securities of BCSWA, may sign, make or endorse with the consent of and in the name BCSWA all checks and orders for the payment of money and pay out and dispose of the same and receipt therefore, shall keep correct books for account of all its business and transactions and such other books of account as BCSWA may require, and shall do and perform all duties pertaining to the office of treasurer. The treasurer shall not issue checks to his/her self or to the Town he/she represents. Such checks shall be signed by the Chair. The treasurer will be responsible for sending semi-annual bills based on per capita assessments to the individual municipalities.

Election: All officers of BCSWA shall be elected annually by a majority of the Town representatives present as specified in Article IV above at its annual meeting.

Removal from Office: An officer may be removed by a two thirds vote as specified in Article IV above, whenever, in their judgment, the best interests of the organization will be served thereby.

Vacancies: If a representative resigns or can no longer serve, the Select Board of the Town which was represented shall designate a successor within 60 days.

Term: The term of office of the officers shall be for one year and until their successors are elected and qualified. Consecutive terms are permissible.

Executive Committee: An Executive Committee shall be formed consisting of the duly elected officers (Chair, Vice-Chair, Secretary and Treasurer). The Executive Committee shall have

responsibility and authority for making necessary decisions between the regular meetings of the representatives.

**Advisory Committee(s):** The Alliance Board may request advice from advisory committees consisting of representatives from businesses, schools and institutions on program development and implementation.

**Meetings:** Meetings of BCSWA shall meet at least two times per year at a time and place which shall best serve the convenience of the greatest number of representatives.

**Notice and Agenda:** All notices and agendas of BCSWA meetings announced in accordance with the Open Meetings Law (1 V.S.A. §§ 310-314) and sent to the Town Clerks of the member Towns at least 48 hours in advance of regular meetings and 24 hours in advance of Special or Emergency Meetings.

**Annual Meetings:** Annual meetings shall be held during April or May following the appointment or reappointment of representatives and alternates.

**Special Meetings:** Special Meetings of the members may be called at any time by the Chair, and shall be called by the Chair or Vice-Chair, at the request of a majority of the representatives.

Emergency meetings may be called with 24 hours notice. Notice must be in compliance with the Open Meetings Law (1 V.S.A. §§ 310-314)

#### Article V. Powers and Duties

In order to accomplish the Purposes of this Interlocal contract as set forth in Article I, the powers and duties of BCSWA shall include the following:

1. To manage the business and affairs incident to carrying out the purposes of this contract, including the authority to adopt and amend a Solid Waste Implementation Plan (SWIP), including the addition of new solid waste management facilities, by affirmative vote of a two-thirds vote as specified in Article IV.
2. To implement actions listed in the SWIP.
3. To enter into contracts to implement the actions in the SWIP and for the provision of solid waste management programs and services.
4. To provide solid waste management information to member municipalities, schools, businesses, institutions, property owners and residents.
5. To assist the Towns in matters concerning solid waste including, but not limited to, assistance with grant applications and administration and the procurement and management of capital equipment.
6. To promote cooperative arrangements and coordinated action among its participating municipalities.
7. To enter into agreements with partner organizations.

8. To maintain accounts and receive and disperse funds to fulfill this contract and implement the SWIP.
9. To apply for and manage grants from federal and state agencies and nonprofit organizations.
10. To hire and fix compensation of staff or contractors.
11. To carry sufficient insurance to implement the programs of the SWIP.
12. Such other powers and duties that may be granted by the Select Boards of the member Towns to manage solid waste and implement the SWIP.

#### Article VI. Responsibilities of Member Towns

It shall be the responsibility of the government of each municipality participating in BCSWA to do the following:

1. Appropriate sufficient funds to implement the actions specified in the SWIP.
2. Annually appoint a representative (and alternates, if desired) to BCSWA.
3. Participate in Alliance programs to educate and inform residents, schools, businesses, institutions and solid waste haulers about recycling, reuse, organics management, household hazardous waste reduction and alternatives, and environmentally acceptable waste disposal options.
4. Provide information on Alliance programs in TOWN halls, web sites and social media.
5. Adopt necessary ordinances for the management of solid waste including unit based pricing and hauler registration.
6. Work to provide greater shared services between the member Towns.
7. Continue to provide facilities for recycling of banned materials along with organics, textiles, batteries and other materials for greater convenience of residents.

#### Article VII. Budget

The budget year of this contract shall be July 1 to June 30th. Per capita assessments shall be billed semi-annually and due upon receipt based on assessments approved by the BCSWA. Per capita assessments will be determined by November 30 for the following year. Assessments shall be proportional based on the population from the most recent census data from the U.S. Census.

#### Article VIII. Limitations of Authority

The Towns that are party to this contract do not relinquish their individual control over the following areas of municipal responsibility and BCSWA is expressly forbidden to exercise the following powers:

1. The authority to tax;
2. The authority to adopt ordinances;

3. The authority to borrow money;
4. The power of eminent domain;

Article IX. Amendments

This Contract may be amended, in whole or in part, in the following manner:

1. Approval of proposed amendments shall require the affirmative vote of two thirds of the appointed representatives as described in Article IV.
2. Following that vote, any proposed amendment to this contract shall be mailed to each select board through its chair and Town Clerk, the Town Representative to BCSWA, and the alternate, at least 21 days prior to the meeting at which such amendment is to be acted upon. Notice shall include the specific language of the proposed amendment.
3. The amendment will become effective following approval of the Select Boards of all of the member Towns.

Article X. Severability

This contract and its various parts, sentences, sections and clauses are hereby declared to be severable. If any part, sentence, section or clause is adjudged invalid, it is hereby provided that the remainder of this contract shall not be affected.

Adopted this 15th day of April, 2015.

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Attest, Town of Woodford Town Clerk

## TOWN OF WOODFORD

### Municipal Solid Waste Variable Rate Pricing and Hauler Registration and Reporting Ordinance

#### Article I: PURPOSE

This ordinance is enacted to implement a variable rate pricing system to decrease the disposal of solid waste, increase recycling and composting, increase the diversion and reuse of valuable materials in the solid waste stream and otherwise encourage the responsible use of resources and the protection of the environment, and to provide for equitable and fair pricing for solid waste services.

#### Article II: Statutory Authority

The authority for this ordinance is granted in 24 V.S.A. § 1971 (Title 24, Chapter 59, Section 1971), and 24 V.S.A. § 2202a (a) (Title 24, Chapter 61, Subchapter 8, Section 2202a), the power to adopt, amend, repeal, and enforce ordinances, and to manage and regulate the solid waste disposal within its boundaries. 24 V.S.A. § 2202a (d) requires municipalities implement a variable rate pricing system by no later than July 1, 2015.

#### Article III: DEFINITIONS

- a. "Collection" shall mean the gathering, pickup, acceptance, and allowance to drop off municipal solid waste by both solid waste haulers and solid waste facilities such as transfer stations where drop off of municipal solid waste is permitted.
- b. "Facility" shall mean any site or structure used for treating, storing, processing, recycling, transferring or disposal of municipal solid waste. A Facility may consist of a one or more treatment, storage, recycling, or disposal operations.
- c. "Hauler" shall mean any person that collects, transports, or delivers solid waste generated within the Town of Woodford.
- d. "Municipal Solid Waste" hereinafter referred to as "MSW," means combined household, commercial, and industrial waste materials generated in a given area.
- e. "Mandatory Recyclables" include those listed in the Universal Recycling Law such as paper, cardboard, glass, specified plastics and metal.
- f. "Organic Materials" include food scraps, leaf and yard waste and other materials that can be diverted from landfills through composting, diverted for agricultural use or treated using anaerobic digestion.

- g. "Recycling Methodology" means the method of collection used by the Hauler, i.e., single stream/dual stream, type of containers, truck type, and processing facility.
- h. "Variable rate pricing" means a fee structure that charges for MSW Collection based on its weight or volume.

#### **Article IV: VARIABLE RATE PRICING**

Haulers and Facilities that provide Collection and/or drop-off disposal services for MSW to residential customers shall charge these customers for this service on the basis of the volume or weight of the MSW they produce, which is a pricing system commonly referred to as Variable Rate Pricing.

Each Hauler and Facility shall establish a unit-based price to be charged for the Collection/drop-off disposal of each unit of MSW from residential customers. These may be based on a price per pound or a price for each 30-gallon bag or 30-gallon container that is collected or disposed of by a resident. Each larger unit of MSW, such as a 64-gallon container or a 50-gallon bag, shall carry an increased price.

The provisions of this subsection shall not be construed to prohibit any Hauler or Facility from establishing rules and regulations regarding the safe maximum weight of bags or containers of municipal solid waste materials. A Hauler or Facility may refuse to collect or allow disposal of any bag or container which is overloaded or which contains a MSW greater than the rated or specified volume or weight of such bag or container, or shall account for and bill the customer for the Collection of such excess MSW.

#### **Article V: FLAT FEE**

In addition to the unit-based price charged per unit of MSW, Haulers and Facilities may, but are not required to, charge a flat fee to residential customers for the purpose of covering operational costs for collecting, transporting, and disposing of MSW.

In the event that a Hauler or Facility elects to establish a flat fee, all bills for services provided to residential customers shall clearly show both the flat fee and the unit-based price to maintain transparency.

Nothing herein shall prevent or prohibit a Hauler or Facility from charging additional fees for the Collection of materials such as food and yard residuals or bulky items; except however, that no Hauler or Facility may charge a separate line item fee on a bill to a residential customer for the Collection of mandated recyclables after July 1, 2015, in accordance with state statutes. A Hauler or Facility may incorporate the collection cost of mandated recyclables into the cost of the collection of solid waste and may adjust the charge for the collection of solid waste.

## Article VI: FILING OF PRICING SYSTEM

The Hauler or Facility shall file and submit evidence of their variable rate pricing system, including a breakdown of any and all fees including any flat fees, to the Town of Woodford along with their registration.

## Article VII: REGISTRATION AND REPORTING

Each hauler shall register with the Town Woodford annually by December 31<sup>st</sup> and that registration will be valid for the next calendar year. When registering, the hauler will be required to provide contact information, towns served, type of vehicle, vehicle identification number, license plate number for each vehicle, and the types of services offered including their Recycling Methodology and pay a registration fee as specified on the registration form. Haulers and Facilities shall report on the quantities of municipal solid waste, organics and mandated recyclables collected in the Town for each preceding quarter on April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> and January 15<sup>th</sup> of each year on forms to be provided by the Town.

## Article VIII: PENALTIES AND CIVIL ENFORCMENT

- a. This ordinance is a civil ordinance and enforcement shall be brought in the judicial bureau in accordance with 24 V.S.A. §§ 1974a et seq.
- b. The penalties for violating this ordinance are as follows:

1st offense: Notice of Violation (written warning – demanding Variable rate pricing)

	<u>Civil Penalty</u>	<u>Waiver Fee</u>
2nd offense:	\$100.00	\$50.00
3rd offense:	\$250.00	\$125.00
4th and subsequent offenses:	\$500.00	\$300.00

The waiver fee is paid by a violator who admits or does not contest the violation.

## Article IX: DESIGNATION OF ENFORCEMENT PERSONNEL

For the purposes of this ordinance, the Select Board hereby designates the Board of Health with law enforcement authority for this ordinance under Vermont law.

## Article X: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**Article XI: SEVERABILITY**

This ordinance and its various parts, sentences, sections, and clauses are hereby declared to be severable. If any part, sentence, section or clause is adjudged invalid, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

**Article XII: EFFECTIVE DATE**

This ordinance shall become effective 60 days after the adoption date shown below.

Adopted this 15th day of April, 2015.

\_\_\_\_\_  
Select Board Chair

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Select Board

\_\_\_\_\_  
Attest, Town of Woodford Town Clerk

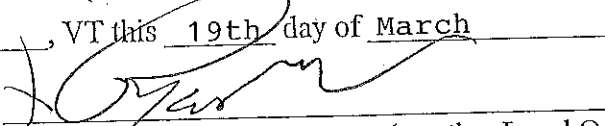


**Vermont Oath of Allegiance**

(For Justice of the Peace and other local officials)

I, Ryan Thurber, do solemnly swear (or affirm) that I will be true and faithful to the State of Vermont, and that I will not, directly or indirectly, do any act or thing injurious to the Constitution or Government thereof. (oath) So help me God. (affirmation) Under pains and penalties of perjury.

Dated at Bennington, VT this 19th day of March, 2015.

  
Signature of Justice of the Peace (or other Local Official)

Woodford  
Town of Residence

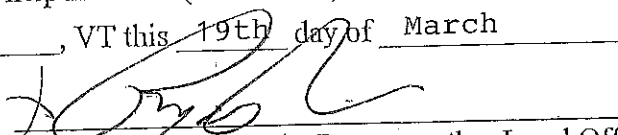
\*\*\*\*\*AND\*\*\*\*\*

**The Oath of Office**

(For Justice of the Peace and other local officials)

I, Ryan Thurber, do solemnly swear (or affirm) that I will faithfully execute the office of Woodford Select Board (Justice of the Peace or other local office) for the STATE OF VERMONT and will therein do equal right and justice to all persons to the best of my judgment and ability, according to law. (oath) So help me God. (affirmation) Under the pains and penalties of perjury.

Dated at Bennington, VT this 19th day of March, 2015.

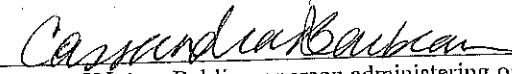
  
Signature of Justice of the Peace or other Local Official

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**CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN**

STATE OF VERMONT )  
Bennington County, ss. )

I hereby certify that on the 19 day of March, 2015 Ryan Thurber personally appeared before me at Bennington, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

  
Signature of Notary Public or person administering oath

Date Commission expires: 2/10/19

Reminder to All Justices of the Peace: If you are elected on November 2, 2010 and you are not already serving as a JP, your TERM OF OFFICE does not begin until FEBRUARY 1, 2011. YOU CANNOT PERFORM ANY JP DUTIES UNTIL AFTER FEBRUARY 1, 2011 (unless you are an incumbent).  
NOTE: This oath is from the Vermont Constitution, Chapter II, §56. This oath may be given by, among others, a notary public (including the town clerk or any justice of the peace that has already filed a notary oath with the county clerk). Failure to file a notary oath for office and may also subject you to a fine of not

Town of Woodford, VT  
1391 Vermont Route 9  
Woodford, VT 05201-9410

(802) 442-4895

Fax: (802) 442-4816

Office of Town Clerk

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TO: Mr. Ryan Thurber  
CC: Other Board of Select Persons Members  
FROM: Mr. Ron Higgins, CVC  
DATE: March 24, 2015  
SUBJECT: Notes

I had one phone call from you since Election Day and you NEVER mentioned the process of swearing in. (There were 2 calls without a message and I must have been with other people who I give my undivided attention to. I believe Gail answered one of the phone calls. You know my hours and commented on them at the board meeting. Honesty is so necessary in a public office! It has been close to 5 years since I have experienced the courtesy that should have been given to me by ALL elected officials especially the select board. The only elder – elected respect that I have received is by the two elected-appointed Treasurers and the Delinquent Tax Collector who seems to realize the true worth of the Town Clerk.


You probably did not do this so I will tell to you and the full select board that ANY person appointed to an elected office has to be given the oath of office by the Town Clerk. By the way...the person(s) has to be elected at the next town meeting for the remaining term of the office they are appointed to fill. That's the LAW. (I.e. Auditor 1 year; Auditor 2 years; Auditor 3 years.)

**April 14, 2015**

**Woodford Select board**

**This letter is to inform you that I am interested in become an auditor for the town of Woodford. Please let me know how far back you want us to audit other wise we will start at January 1, 2015. Sorry I was unable to attend the meeting tonight.**

**Thank You**

A handwritten signature in cursive script, appearing to read "Virginia Ulitsch".

**Virginia Ulitsch**