

# Windham, VT Traffic Ordinance

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Pursuant to the provision of Title 23, Vermont Statutes annotated, Section 1007, 1008 and such other general enactments as may be material thereto, it is hereby ordained by the Selectboard of the Town of Windham that the following Traffic Ordinance be adopted for the Town of Windham, Vermont:

## Article I – Definitions

### Section 1:

- a) Street: The whole area within the limits of a public highway.
- b) Vehicle: Any contrivance capable of being used for the conveyance of persons or goods on land, except light carriage for the use of children or invalids.
- c) Parking: The stopping or standing on a street of any vehicle whether occupied or unoccupied.
- d) Intersection: Any street which joins another at an angle, whether or not it crosses the other.
- e) Official Traffic Control Devices: Any traffic light, flashing beacon, sign, signal or marking placed by the Selectboard for the regulation of vehicular or pedestrian traffic or of parking, and any sign, signal or marking placed by a Police Officer to designate temporary regulations.
- f) Emergency Vehicle: An ambulance or rescue vehicle or any vehicle of a Fire or Police Department when responding to an emergency.
- g) Police Department: Town Police Officers, Constables, Sheriffs, Deputy Sheriffs and State Police.
- h) Police Officer: Town Police Officer, Town Constable, Sheriff, Deputy Sheriff and State Police Officer.
- i) Town Highways: Same as defined in Title 19, Vermont Statutes Annotated Section 1.
- j) Manual on Uniform Traffic Control Devices for Streets and Highways: Publication of the United States Department of Transportation Federal Highway Administration setting forth standards for traffic control devices and which shall be the standards for all traffic control signs, signal and markings within the State, as set forth in Title 23, V.S.A. Section 1025.

## Article II – Authority of Police Officers

### Section 1: Police to Direct Traffic

It shall be the duty of any Police Officer to enforce the provisions of this ordinance. Officers of the Police Department are hereby authorized to direct all traffic either in person or by means of visible or audible signal in conformance with the provisions of this ordinance providing that in the event of a fire or other emergency or to expedite traffic or safeguard pedestrians, officers of the Police or Fire Departments may direct traffic, as conditions may require, notwithstanding the provisions of this ordinance.

# Windham, VT Traffic Ordinance

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## Section 2: Obedience to Police

It shall be unlawful for any person to refuse or fail to comply with any lawful order, signal or direction of a Police Officer, and in the event of a fire or other emergency, of any officer of the Fire Department directing traffic.

## Article III – Official Traffic Signs and Signals

### Section 1: Location of Traffic Control Signs

Traffic control signs shall be maintained in the following locations:

- a) A "Stop" sign at Town Road #1 (Windham Hill Road) and Town Road #3 (Hitchcock Hill Road) at Route 121.
- b) A "Stop" sign at Town Road #11 (Harrington Road) where it intersects with Town Road #1 (Windham Hill Road).
- c) A "Stop" sign at the northerly end of Town Road # 18 (Burbee Pond Road) where it intersects with Town Road #1 (Windham Hill Road).
- d) A "Stop" sign at Town Road # 17 (Abbott Road) where it intersects with Town Road #1 (Windham Hill Road).
- e) A "Stop" sign at the southerly end of Town Road # 18 (Burbee Pond Road) where it intersects with Town Road #1 (Windham Hill Road).
- f) A "Yield" sign at the junction of Town Road #20 (West Windham Road) and Town Road # 18 (Burbee Pond Road).
- g) A "Stop" sign at the junction of Town Road #3 (Hitchcock Hill Road) and Town Road #9 (White Road).
- h) A "Stop" sign at the junction of Town Road #3 (Hitchcock Hill or Popple Dungeon Road) and Town Road #6 (Horsenail Road) where it leads to the Golf Course.
- i) A "Stop" sign at the junction of Town Road #6 (Horsenail Hill Road) and Route 11.
- j) A "Stop" sign at Town Road # 12 (Corn Hill Road) where it intersects with Town Road #1 (Windham Hill Road).
- k) A "Stop" sign at Town Road #1 (Windham Hill Road) where it intersects with Rt. 121.

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- l) A "Stop" sign at Town Road # 3 (~~Hitchcock Hill Road~~) where it intersects with Rt. 121.
- m) A "Stop" sign at Town Road # 17 (~~Wheeler Road~~) where it intersects with Town Road # 1 (Windham Hill Road)
- n) A "Stop" sign at Town Road # 15 (Cross Road) where it intersects with Town Road # 1 (Windham Hill Road)

## Article IV – Pedestrians

### Section 1: Location of Crosswalks

Crosswalks shall be located at the direction of the Selectboard and shall be approximately six feet wide and shall cross streets in the places and in the manner designated by the Selectboard.

### Section 2: Marking of Crosswalks

Crosswalks shall be marked by parallel painted lines in accordance with the Manual on Uniform Traffic Control Devices and where such crosswalk borders upon a curbing, such curbing shall be painted between such parallel lines.

## Article V – Speeding Restrictions

### Section 1: Eliminated

### Section 2: Speed

It shall be unlawful to operate a vehicle on any of the Town Highways at a speed greater than forty (40) miles an hour.

### Section 3: Signs

Signs indicating the speed limit provided above shall be posted conspicuously within the highway limits in accordance with the Manual of Uniform Traffic Control Devices.

### Section 4: Operation Where Children are Gathered or There is Apparent Danger

It shall be unlawful to operate a vehicle at any time in any area where children are gathered or where there exists any condition of apparent danger, at an unreasonable rate of speed.

### Section 5: Operation in School Zones

It shall be unlawful to operate a vehicle on any highway within 200 feet of any school building at a speed greater than twenty-five (25) miles per hour.

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## Article VI – Parking of Vehicles

### Section 1: Stopping on Curve, Hill or Used Part of Street

Except as otherwise provided in this ordinance, and for special events at The Meeting House, it shall be unlawful for any person to stop or park a vehicle within one hundred fifty (150) feet of a curve or on the brow of a hill.

### Section 2: General Parking Restrictions

It shall be unlawful to park a vehicle at any time:

- a) Abreast of another vehicle;
- b) At any point on a street, including a designated parking space, when the presence of such vehicle in conjunction with any other condition then existing will obstruct the free passage of other vehicles upon the street;
- c) Where “No Parking” signs have been placed.

### Section 3: Abandoned Vehicles or Vehicles Parked so as to Amount to a Nuisance

- a) It shall be unlawful to leave a vehicle on property owned, leased or maintained by the Town, or parked on a street within the Town, for twelve (12) hours or more continuously.
- b) It shall be unlawful to park any vehicle on a street in a manner to interfere with the removal of snow from the streets.
- c) Between November 1 of each calendar year and November 1 of the following year no person shall park or cause to be parked any motor vehicle within the highway limits of any of the highways of the Town of Windham.
- d) Whenever a vehicle is parked on a street contrary to this ordinance or so as to interfere with the policing, construction or maintenance of the street, including but not limited to the removal of snow, the Police Department may cause the vehicle to be towed away at the expense of the owner in an amount as permitted by Title 23, V.S.A. Section 1752 not to exceed Fifty and no/100 (\$50.00) Dollars provided that signs indicating that vehicles may be towed away at owner's expense are posted conspicuously at intervals of not more than 100 feet along street where parking is restricted by this ordinance.
- e) It shall be unlawful to park a vehicle without authorization on publicly- or privately-owned land, including, by illustration and not limitation, public municipal or private parking lots, drives and ways. The owner of the vehicle shall be required to pay a towing charge, as permitted by Title 23, V.S.A. Section 1753 not to exceed the cost of removal of such vehicle and storage charges per day for which a lien is imposed against the vehicle and/or its owner which shall be in addition to any penalty imposed under Article IX.

### Section 4: Parking for Display Purposes

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It shall be unlawful to park a vehicle on any street for the purpose of displaying for sale such vehicle or any merchandise therein.

### **Section 5: Repairs**

It shall be unlawful to assemble or dismantle any vehicle while parked on a street, or to perform repairs thereon except emergency minor repairs or the servicing of such vehicle with gasoline, oil or water.

### **Section 6: Parking Within Lines**

Where lines are marked on the streets for parking, all drivers must park their vehicles or leave them standing within said lines.

### **Section 7: Exceptions**

Nothing contained in this Article shall be construed to make unlawful vehicular stops in obedience to a signal by a Police Officer, stops to clear the way for emergency vehicles, or stops made necessary by causes beyond the control of the operator.

## **Article VII – One Way Streets**

### **Section 1:**

It shall be unlawful to operate a vehicle on a one-way street except in the legal direction to travel thereon.

## **Article VIII – Operation of Vehicles**

### **Section 1: Eliminated**

### **Section 2: Driving Through Processions Prohibited**

It shall be unlawful for the operator of any vehicle to drive the same so as to interfere with or break into a funeral procession or any other authorized civic, military or public procession while such procession is in action.

### **Section 3: Prevention of Nuisances**

No vehicle shall be driven or moved on any street, roadway, or highway unless such vehicle is so constructed or loaded as to prevent its contents from dropping, shifting, leaking or otherwise escaping therefrom.

# Windham, VT Traffic Ordinance

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## Article IX – General Provisions

### Section 1: Separate Offenses

Every violation of a provision of this ordinance shall be deemed a separate offense.

### Section 2: Penalties

A person who violates any provision of this ordinance shall be fined not more than One Hundred and no/100 (\$100.00) Dollars, together with the costs of prosecution.

### Section 3: Construction

The provisions of this ordinance shall be cumulative to the fullest extent permitted by law with respect to all other statutes or ordinances now or hereafter in effect, regardless of their order of passage or enactment.

### Section 4: Separability

The provisions of this ordinance are declared to be separable, and if any provision thereof be adjudged invalid such judgment shall not affect the validity of any other provision.

### Section 5: Designation

This ordinance may be referred to as the Windham, VT Traffic Ordinance, and in a prosecution hereunder a copy of such ordinance, certified by the Town Clerk of Windham, to be lawfully adopted and existing ordinance of the Town of Windham, shall be prima facies evidence thereof. An allegation that the act constituting the offense charged is contrary to a specified provision of such ordinance shall be a sufficient reference thereto.

### Section 6: Repeal of Prior Ordinances

Any other ordinance or traffic regulation heretofore adopted by the Town of Windham that is inconsistent with any of the foregoing traffic regulations is hereby repealed.

### Section 7: Information

Robert M. Fisher, Esquire, the Town's Attorney, has knowledge of this ordinance and is available to answer questions about it. His address is P.O. Box 621, Brattleboro, Vermont 05301. His telephone number is 802-254-4488.

# Windham, VT Traffic Ordinance

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## Section 8: Publication and Posting

Under the provisions of Chapter 59, Title 24, Vermont Statutes Annotated, the Selectboard, Town of Windham, hereby adopts this Traffic Ordinance this    day of \_\_\_\_\_

This ordinance shall be published in the \_\_\_\_\_ and filed with the Windham Town Clerk on \_\_\_\_\_ and shall become effective on \_\_\_\_\_ unless a petition is filed in accordance with Section 1973, Chapter 59, Title 24, Vermont Statutes Annotated.

Signed and dated as adopted by the Selectboard of the Town of Windham at a Selectboard Meeting on \_\_\_\_\_.

Town of Windham Selectboard

\_\_\_\_\_  
Maureen Bell

\_\_\_\_\_  
Kord Scott

\_\_\_\_\_  
Peter Chamberlain

POST (3)    Town Office  
              Town Hall/The Meeting House  
              Windham Volunteer Fire & Rescue Company

Published: \_\_\_\_\_

Date Posted: \_\_\_\_\_

Windham, VT Town Clerk's Office  
Received for record and posting and filed as Traffic Ordinance – Town of Windham, VT

Date and Time

## Windham, VT Traffic Ordinance

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And recorded in  
Windham Town Record Book XX Pages XXX-XXX  
ATTEST: Michael P. McLaine Town Clerk

(Copy to be attached to and made part of the Minutes of the Selectboard Meeting DateXXX)



# Farnum

29 Backyard Lane  
 East Dummerston, VT 05346  
 802-387-5005, Fax 802-387-1152  
 email: info@farnuminsulators.com

## Estimate

Date	Estimate #
3/13/2020	3890
Rep	

Name / Address
Windham Meeting House Windham Hill Road Windham, VT 05359

Ship To

Qty	Description	Project	Total
		Cost	
0	<p><b>CRAWLSPACE:</b>  <b>ASSESSMENT:</b> The first floor of the meeting house is tremendously cold. Upon accessing the crawlspace beneath the building the quantity of air movement throughout the crawlspace and up into the building was staggering. The daylight visible through the loose laid foundation is considerable. Minimally insulated heating ducts run through this space.</p> <p><b>SOLUTION:</b> Furnish and install 20 mil vapor barrier over the floor of the crawlspace and turn up the base of the perimeter foundation approximately 6-12". Seal all seams with manufacturer supplied seam tape. Using mineral wool, chink the largest of the gaps between the loose laid foundation stones to reduce the risk of foam expanding to the outside of the foundation. Spray an average of 3" (R-22) closed cell foam along the sill and down the foundation sealing to the vapor barrier. Paint the exposed foam with fire-intumescent paint.</p>	11,557.00	0.00

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<b>Total</b>
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# Farnum

INSULATORS

29 Brickyard Lane  
 East Dummerston, VT 05346  
 802-387-5005, Fax 802-387-1152  
 email: info@farnuminsulators.com

## Estimate

Date	Estimate #
3/13/2020	3880
Rep	

Name / Address
Windham Meeting House Windham Hill Road Windham, VT 05359

Ship To

Qty	Description	Project	Total
		Cost	
0	<p><b>ATTIC:</b>                      ASSESSMENT: The attic is vast and completely uninsulated. The perimeter walls (double wall with 12+" between interior and exterior) is open to the attic allowing convective heat loss from below.</p> <p><b>SOLUTION:</b> Install rigid foam blocking along the tops of the perimeter walls and airseal. Spray a 1" cap of closed cell foam over the backside of the plaster ceiling to provide an air seal and to stabilize the plaster before insulating. Blow and average of 16" of loose fill cellulose over the entire attic. (Total R- Value of 63).</p>	12,696.00	0.00
0	<p><b>WALLS:</b>                      ASSESSMENT: The building is timber frame. The walls are open without compartmentalized bays common to "stick built" construction. Without defined smaller volumes, such as stud bays, insulating these volumes will be laborious and without the possibility of desired density. In recognizing this now, it is recommended to design the workscope to facilitate future "re-touching" after settling occurs. A large cavity exists between the first floor ceiling and the floor of the sanctuary. A layer of loose cellulose has been blown over the ceiling with a large volume of air above which remains open to the perimeter walls. This opening must be closed and is best done from the exterior. Once complete the walls can be insulated in two phases, lower 14 feet and upper 12 feet. Further analysis will be necessary to confirm the workscope and hone-in on costs to complete the work. An estimated cost range is provided based upon anticipated findings.</p>	0.00	0.00

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<b>Total</b>
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 East Dummerston, VT 05346  
 802-387-5005, Fax 802-387-1152  
 email: info@farnuminsulators.com

# Estimate

Date	Estimate #
3/13/2020	3890
Rep	

Name / Address
Windham Meeting House Windham Hill Road Windham, VT 05359

Ship To

Qty	Description	Project Cost	Total
	<p><b>SOLUTION:</b>  <b>BAND BETWEEN FLOORS:</b> Set up staging, remove clapboards in the area encircling the cavity between the ceiling and floor, and remove the underlying sheathing. Furnish and install rigid foam blocking at the inner wall plane between floors and air seal. Reinstall sheathing and clapboards. (allowance: \$20,000)</p> <p><b>FIRST FLOOR WALLS:</b> Blow cellulose into the first floor wall cavities from foundation sill to the connecting girt estimated at 14 feet up the wall, beneath the second floor windows. (allowance: \$25,000 - \$30,000)</p> <p><b>SECOND FLOOR WALLS:</b> Blow cellulose into the second floor wall cavities from the connecting girt estimated at 14 feet up the wall, beneath the second floor windows, up to the attic. (allowance: \$20,000 - \$25,000)</p>		

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<b>Total</b>
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29 Brickyard Lane  
 East Dummerston, VT 05346  
 802-387-5005, Fax 802-387-1152  
 email: info@farnuminsulators.com

# Estimate

Date	Estimate #
3/13/2020	3890
Rep	

Name / Address
Windham Meeting House Windham Hill Road Windham, VT 05359

Ship To

Qty	Description	Project	Total
		Cost	
	Sales Tax - Vermont	6.00%	0.00

We accept VISA, MasterCard and Discover. Enerbank 12 months same as cash financing and VSECU finance programs.

Please Note: This estimate is valid for 90 days from date of issue.

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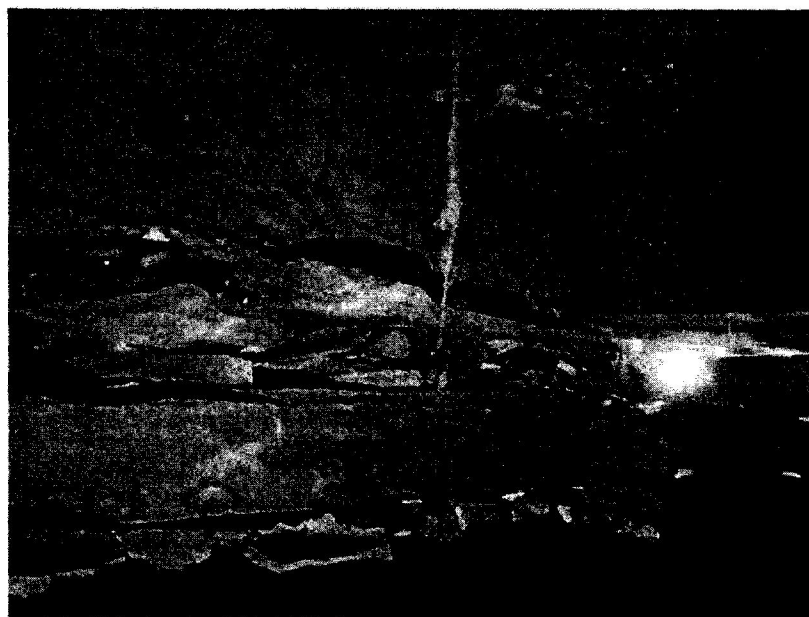
<b>Total</b>	\$0.00
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**SUMMARY OF FINDINGS/NOTES:**



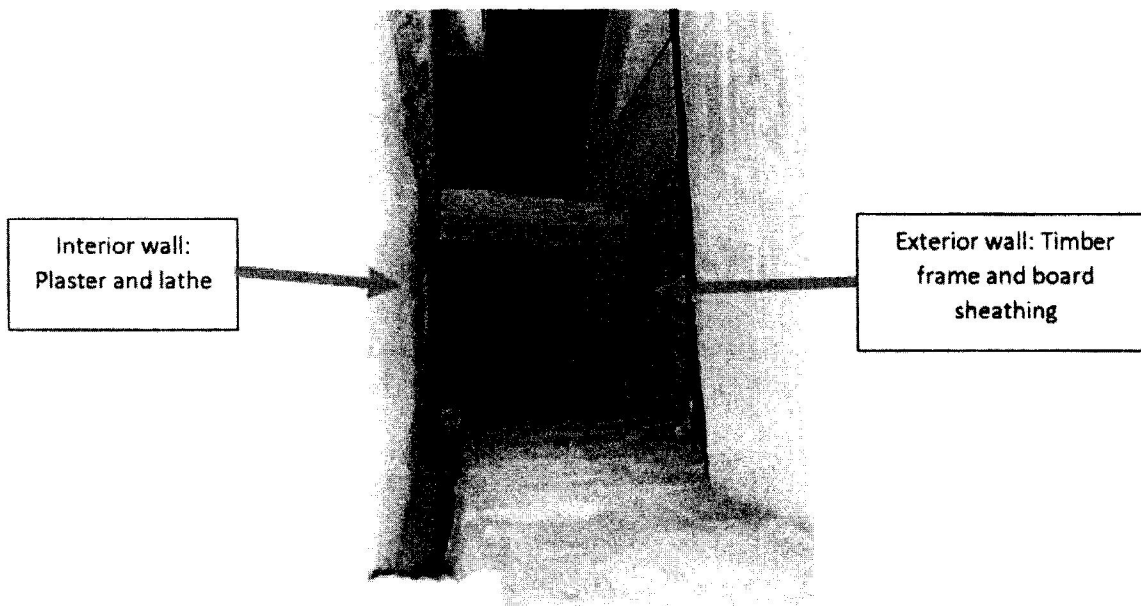
**CRAWLSPACE**

Significant voids in the stone foundation were observed in the crawlspace seen here as beams of light shining through the stones. The volume of air flowing into and out of the crawlspace was noted to be extreme.



**Close up of southeast corner of crawlspace**

The stacked stone sits on top of a poured concrete frost wall. A vapor barrier was observed, but was not sealed at the seams, perimeter edges, or support penetrations. The size of the voids were noted to be as large as baseballs in some instances.



#### PERIMETER WALLS OF MAIN CHURCH

The main walls of the church consist of the exterior timber frame and sheathing that comprise the shell of the building and the interior wall, consisting of plaster and lathe, which is spaced approximately 16-18 inches from the exterior shell, not 8-10" as indicated in the audit report. The walls do not have traditional stud bays and therefore the insulation space is completely open, with no defined space to "hold" the insulation in place and allow filling cavities to optimal density.

#### MAIN ATTIC

The main attic is currently uninsulated and consists of the timber frame support structure and plaster and lathe ceiling.

#### RECOMMENDED SOLUTIONS:

On visits in both January and February the building was observed to be very cold, even while a yoga class was taking place. As discovered, the volume of cold air flowing beneath the floor in the crawlspace was staggering. The heating ducts that were observed in the space were noted to be minimally insulated. The comfort of the building, particularly the first floor could be improved significantly by air sealing and insulating the crawlspace. This will not only reduce the amount of cold air coming in below the floor but will also reduce unwanted heat loss from the heating ducts. This has been highlighted as a priority as it is believed this will make the largest improvement with the smallest financial investment.

The next highest priority is to insulate the attic. If this is done at the same time as the crawlspace weatherization the level of comfort and efficiency will be exponential. To do this, we propose to install a layer of closed cell spray foam on the backside of the plaster ceiling to both air seal the attic and to stabilize the plaster ceiling. The attic will then be capped with a layer of 16" of loose fill cellulose. The combination of foam and cellulose will bring the attic R-value from R-1 to R-60. By reducing heat loss and air leaks through the ceiling/attic and by reducing the infiltration of cold air in the crawlspace, the comfort and energy efficiency of the building should be improved dramatically.

The third priority would be to insulate the walls. Due to the characteristics of the timber frame structure, insulating these spaces will require significant investment of time and materials and will likely require periodic maintenance for the to "top off" the insulation levels as the cellulose settles. This is because of the volume between the inner walls and outer walls and the lack of stud bays (framed compartments) within which material density can be achieved. Additional

investigation and time studies may be required for us to provide "contract level" pricing, but we have provided a range of expected costs for you to establish your budgets for this work.

The overall project scope can be completed in stages with the crawlspace and attic work as the highest priorities and providing the best results with the smallest financial impact. The walls could be handled in phases as well, with the first floor completed first to provide the best thermal performance for the space getting the greatest use and then insulating the second floor later.

JA MITCHELL CONTRACTING SERVICES, INC.

340 DUNE WAY

LYNDONVILLE, VT. 05851

(802) 427-1299

Cell: (802) 535-4901

Email: [jamcsinc@charter.net](mailto:jamcsinc@charter.net)

To Whom it may concern;

We are pleased to bid on the Town of Windham roads for the 2020 mowing season. Per our conversations with Kord Scott of the town map, the town has 22.93 miles of roads that need 3 passes on each side, 6.96 miles that need 2 passes on each side and 1.74 miles that need 1 pass on each side. We have priced out each section individually to show the cost of each.

3 passes each side of 22.93 miles: \$9,355.44

2 passes each side of 6.96 miles: \$1,893.12

1 pass each side of 1.74 miles: \$236.64

For a grand total of: \$11,485.20 that will be due upon receipt of invoice.

Depending on the growing season and the acceptance of this proposal, the mowing would be performed mid July, after the completion of the Town of Weston. We can mow earlier if the town needs it, but all mowing must be completed by August 1, 2020. Due to our workload schedule, we work daylight to dark. It will take an estimated week to complete the mowing.

Our articulating boom mowers can reach up to 23' and are equipped with 5' rotary mowing decks. They all have the necessary warning lights.

We mow ground vegetation and brush up to a max diameter on 1 ½". Intersections typically get an extra pass for visibility. Stop, speed limit and warning road signs will have brush or limbs clipped off for visibility, as long as it can be done safely. Any established flower beds or flowering/decorative trees or shrubs that would not be easily recognized to be mowed must be marked clearly. Any roads that might damage the equipment or create safety hazards will be at the contractor's discretion to mow. These details can be discussed in more detail with the road foreman. The tree line is our boundary.



We use road signs for major roads in the work area and will not exceed 3 mile maximum.  
Roads that are short, extended into other towns or a deadend will be signed at the entrance.  
These details can be worked out with the road foreman.

We will provide the proper insurance and work out any logistics once awarded the proposal.

In closing we want to thank the Town of Windham, for considering our company to bid on your mowing needs.

Sincerely,



Jason Mitchell

President

JA Mitchell Contracting Services, Inc.

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## STORAGE TANK AND EQUIPMENT RENTAL AGREEMENT

This Agreement is entered into by and between Innovative Municipal Products (U.S.) Inc., d/b/a Innovative Surface Solutions, a Delaware corporation, maintaining an office for the transaction of business at 454 River Road, Glenmont, NY (referred to hereinafter as "ISS") and the Town of Windham, maintaining an office for the transaction of business at 6626 Windham Hill Road, Windham, VT, 05359 (referred to hereinafter as "Town") to be considered effective as of May 31<sup>st</sup>, 2020.

WHEREAS ISS is engaged in the business of marketing liquid products for road de-icing and dust control ("Liquid Products"); and

WHEREAS Town desires to acquire, without major capital outlay, the ability to effectively utilize ISS Liquid Products and, to do so, requires the acquisition of storage tanks and related equipment; and

WHEREAS ISS, to further the marketing of its products, is willing to assist Town in the acquisition of storage and related equipment.

WHEREAS The Parties entered into an agreement on June 10, 2016 (Original Agreement) and Town rented from ISS the following equipment:

<b>Tanks-</b>	Two 3000 gallon tanks, value of \$6,214.29
<b>Freight-</b>	Freight charges of \$675
<b>Total-</b>	Freight, Equipment and Storage Tank value of \$6,889.29
<b>Commitment</b>	Minimum annual purchase of 9000 gallons ISS Liquid Products

In consideration of Town's agreement to purchase minimum quantities of Liquid Products as hereinafter set forth, Parties agree to continue rental of items in Original Agreements in accordance with the terms provided herein. This Agreement supersedes prior agreements, terms and conditions.

### Terms and Conditions of the Agreement:

- 1. Term of Contract:** The Parties agree to a new 3 year rental term, beginning on May 31<sup>st</sup>, 2020.
- 2. Volume Commitment:** Town covenants and agrees to purchase from ISS not less than 9000 gallons of ISS Liquid Products per year for the term of the contract at fair market pricing.
- 3. Storage Tank:** ISS is the sole owner of storage tank(s). Town can continue to lease storage tanks for a period of three years and for any mutually agreed extended periods if Town has met the requirements of extension set forth above. Town shall use the Storage Tank exclusively for ISS liquid products. Any decision by the Town to terminate this agreement will result in ISS having the right to repossess the storage tank that is currently under the Storage Tank and Equipment Rental Agreement and this Agreement will terminate.
- 4. Equipment:** na

454 RIVER ROAD · GLENMONT, NY · 12077  
PHONE 518.729.4319 · FAX 518.729.5181

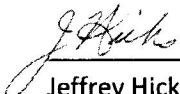
INNOVATIVECOMPANY.COM

Initial by Town Official Signing Agreement
Digitally signed by Kord Scott Date: 2020.05.18 21:33:22 -04'00'



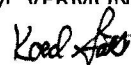
- 5. **Modifications:** These are basic systems; any additional parts needed are not included and their purchase is the responsibility of the Town. Town shall refrain from modifying the equipment without the expressed written consent of ISS. Application for consent shall be addressed to ISS and sent via email to [equipment@innovativecompany.com](mailto:equipment@innovativecompany.com) or fax at 518-729-5181. Any decision by Town to terminate this agreement or any unauthorized modification of the equipment will result in ISS having the right to repossess the equipment that is currently under Agreement.
- 6. **Manufacturer Warranty Equipment & Storage Tank:** ISS shall be responsible for any manufacturer defects to the Equipment and Storage Tank during the time title vests in ISS provided the Equipment and Storage Tank are not modified without the written consent of ISS, and used in the normal course of business and as intended by the manufacturer and ISS.
- 7. So long as title to the Storage Tank and Equipment shall remain in ISS and possession of the Storage Tank and Equipment shall remain in the Town, the Town shall be responsible for the repair or replacement of the Storage Tank and Equipment should either of them be damaged or destroyed.
- 8. **Successor and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
- 9. In the event that ISS, in its sole opinion, determines that the quantity of ISS Liquid Product being purchased by Town is insufficient to warrant ISS' investment in the Storage Tank and Equipment, then ISS may so notify Town and thirty (30) business days thereafter ISS shall have the right to repossess the Storage tank, Equipment and this Agreement shall terminate.

INNOVATIVE MUNICIPAL PRODUCTS (U.S.) INC.

By:  Authorized Signature  
Jeffrey Hicks Print Name  
Director of Operations Position/Title  
May 12<sup>th</sup>, 2020 Date

I certify than I am the (title) Selectman for the Town Windham, VT ("Town") and as an authorized officer of the Town, I certify that I am authorized to sign contracts and other legally binding documents related to Agreements with ISS and by signing below I am confirming that I am in agreement with above terms and conditions.

TOWN OF WINDHAM VERMONT


By:  Authorized Signature  
Kord Scott Print Name  
Selectman/Road Commissioner Position/Title  
5/18/2020 Date

Digitally signed by Kord Scott  
Date: 2020.05.18 21:36:11 -04'00'

454 RIVER ROAD • GLENMONT, NY • 12077  
PHONE 518.729.4319 • FAX 518.729.5181

INNOVATIVECOMPANY.COM

Initial by Town Official Signing Agreement

 Digitally signed  
by Kord Scott  
Date: 2020.05.18  
21:38:02 -04'00'