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**Subject:** So we are all on the same page...  
**Date:** July 31, 2022 at 8:54 PM  
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Hello Attorney Gillies--

This is my effort—as a courtesy to you—to make sure you know what the Fairlee T-A and SB should have known, at least since July 2, 2020.

The grant to Fairlee, a 3-way *contract* amongst and between the Town of Fairlee, the Vermont Agency of Natural Resources (fka the Vermont Agency of Environmental Conservation) and the National Park Service was an LWCF Acquisition type grant, specifically intended to create and steward, in perpetuity, a Recreational Forest. Its Grants-in-Aid manual, the Bible for that Program is [here](#). A description of the specific version of that program, the goals upon which our Voters and the Lange Family relied and insisted are [here](#). This is the exact document listed in the [August 17, 1979 closing package cover letter](#) as an “included document.”

The date order of events, comprising the whole of the Lange Grant application, is important when integrating HCERS-related docs, notes and correspondence with the docs, notes and correspondence of our local town officials.

[On 2/16/1979, State Grant Administrator clearly explains the rules](#) stipulating what must be done surrounding Recreational Forest management in general and logging specifically. Those requirements included submitting a significant amount of information which the state must approve AND which the state must send to the U.S. Interior for its approval. All of this must be done before the included Recreation and Forest Management Plan can be changed and before those changes can be implemented. According to contacts with VT FPR, this is true for the entirety of the LWCF “...legal and binding contract...” and “...all of the enclosed documents... .” (This need not be onerous.) \*\*\*

There has never been a “...professionally assisted written management plan...” “...including the harvesting of timber which alters the intended use or purpose of the property...” other than that which was submitted on May 23, 1979 and approved on August 17, 1979 as part of the overall LWCF 3-way agreement.

[The Town’s May 23, 1979 submittal of grant application documents](#) to the state also included 2 docs which were signed and/or recorded. The Recreation and Forest Management Plan was sufficient at that time to satisfy the grant application rules. We were supposed to have had up to twelve months to organize locally, including to create a recreation board of at least 5 members, elected by the town. We could have altered and sought approval of the Recreation and Forest Management Plan during that 12-month period designed for public participation. We could have altered it at a later time. We can alter it now. But only the Voters possessed the authority (unless they first had delegated it to another public body or officer) to approve any change in the LWCF “...legal and binding contract...” Only after that could any changes to the grant contract terms be submitted to and approved by the State. And only after that could the State submit the approved changes to U.S. Interior for its approval, before those changes could be implemented legally.\*\*\*

The only time our Voters have had any say regarding this Grant Agreement was on [March 6, 1979 at our Town Meeting](#).

After August 17, 1979, the only lawful way the town had to avoid the grant rules was to have refused the grant altogether or to have acquired the land using town funds to pay the Langes at full market price. Again, either approach required town voter approval, which our SB neither sought nor obtained. Instead our Select Board, acting on its own, tried both approaches, [and more](#). ([Click here for better readability](#).) They failed every time.

Many documents describe the SB’s attempts to annul the town vote or to rescind the grant application between August 17, 1979 and the [Town Meeting of March, 1980](#). That prolonged effort did not work. Acquisition of the forest land was inevitable. Shortly after that March, 1980 Town Meeting and without authorization, the SB [tried once more, on March 15, 1980](#) to acquire the land free and clear of LWCF requirements. [And that did not work](#).

Despite all of these failed attempts, the SB had the audacity to request (and accept) Federal and State grant money, apparently on Mar 18, 1980, having made the decision to do so at [their regular meeting, the night before on March 17, 1980](#). That money was obtained under false pretenses: the Select Board had already foreclosed the Voters’ rights both to exercise their authority to manage the acquired land AND, in a most recent decision, have denied the Voters’ attempt to meet their own responsibilities, which their SB had used to bribe grant monies from the Langes, State and U.S. Interior to acquire the forest lands in the first place. This denial came in the form of [withdrawing one grant application](#) and [refusing to apply for another](#) both explicitly intended for repairing forest trails and roads and, again, administered by VT FPR. The grants were ours to lose. Together they could have brought \$120,000 to the town to make mandated repairs.

The actions of the Fairlee SB, shortly following our March, 1980 Town Meeting have lead to 42 years of mis-management, including the conversion of a Federally protected Recreational Forest into a tree farm. The planning and the ensuing Timber Sales contracts were never brought to the taxpayers for their approval or even for informational purposes. Our County Forester, [David Paganelli, rejected the idea of industrial logging](#) because it did not follow sound forestry practices. He was never told that the land was under the higher level of stewardship protection of a Federal LWCF contract.

I was one of the voters in that 92–53 vote on March 6, 1979. The so-called Kee Committee, appointed by the SB, was comprised of good, thoughtful and fair-minded professionals. You may even have known Attorney D. Mallory Lee

comprised of good, thoughtful and fair-minded professionals. You may even have known Attorney D. Manory, Lee Chapman was a pharmacist; Gordon Kee was a businessman. They worked for nearly 2 years, first identifying a stewardship program acceptable to the Lange family and then working with the Langes and the Town to help complete a very detailed grant application. (The Aug 17, 1979 closing package cover letter lists all of the docs required.)

The first and, imo, the most important problem caused by this apparent fraud in March 1980, was our loss of the grant-required 12-month period to meet publicly with the Kee committee to organize, to form planning policy and operational practices, create a mission statement and board bylaws and most importantly, choose the 5 initial Lange Forest Board members. (Please see the Recreation and Forest Management Plan, Pg 6, Section 7: Administration. That document [legally should be our current Recreation and Forest Management Plan](#). That opportunity for the public to continue working with the Kee Committee was foreclosed (truly annulling the results of a Town Vote) by the SB's perfunctory creation of and populating its own appointed board. That board has morphed into a [self-appointing](#) self-interested group of like-thinking friends. At least one Town Official has labeled the past few years of FB management as "the lost decade."

Attention has been paid to an elected by the voters 5-member FB vs a 5-member self-selecting SB-appointed FB. The important aspect here, recognized by the Kee Committee, was the need for consistency over long periods of time. Each logging project, as sparse and as minimal as it should have been, affects 3 to 4 generations of humans. A forest board, under the control of a 3-member Select Board, whose majority opinions can change with each annual election, is not a wise basis of governance for a high and consistent level of stewardship, in perpetuity. If nothing else, ironically—unfortunately, our own Select Board has proven that.

All has been covered up by a relatively small number of SB and FB members, with help from the town's T-A. Perhaps there are others. Who knows? Who could know? All of the hidden activity involved in selling off town assets and spending the proceeds, plus dipping into the trust accounts has been undetectable. And that's the point: this scandal has sucked in others who have not been informed. I have spoken with 2 former FB members who were lied to regarding approvals, minutes and budgets. Who in our Town Hall can we trust? Surely it must be most folks, but there will always be a doubt until there is an investigation conducted by an authority that can compel documents and testimony. This matter also involves outside professionals. How could the LWCF contract have been neglected by state-licensed foresters, both independent and state-employed? How could all of these forest assets have been sold and the proceeds spent without question by our outside independent CPA's? The trust funds, without budgets but changing every year were part of their official audits! Has your own firm previously been made aware of all of the terms and requirements of this grant? And have you understood them?

For the 42 years since formation of the FB, there has never been a revenue or expense budget. There have never been bylaws. I have found no evidence of conflict-of-interest policies. The newly- and secretly-appointed FB Chair has for years been on both our town Audit and Budget Committees. And the so-called forest trust funds—there are no trust agreements—without any voter approval, have been spent down so much that they are bankrupt: the sum total of all 3 is a fraction of the costs now required to repair roads and trails, including violations of Federal Water Quality Laws. And the SB refuses to inform its electorate about any of this!

So who knew what and when did they know it? The answer to this question is important to everyone, including your own law firm. I'm in no way trying to interfere with your professional duties. Rather I'd like to see the town spend money on behalf of its voters rather on protecting the Town Officials who have betrayed them

Beginning in 2013 and running at least through 2017 on the [FogeyPower.com](#) timeline, there is documentary evidence that both our FB and our SB have known about the 1980 scheme which deprived the Voters of Fairlee from their inherent authority to manage all aspects of the Lange Forest. There is a [letter from FB Chair Matthews, dated March 17, 2014](#) and addressed directly to the Fairlee SB membership. I believe that our SB, right then and there, had the duty immediately to review the grant docs. Mr. Matthews had obviously conducted research himself—fully 6 years before my research and, now, more than 2 years after I "re-informed" our current SB. That they have not acted to implement the LWCF contract terms is in itself a serious breach of their public duty.

On July 9, 2020, after being requested by the T-A and SB Chair Berger to research the history of FB dealings and with the permission of the T-A, I placed a folder on the T-A's laptop containing 195 items taking up 357 MB of disk space. That was the results of my search at that time. That folder contained almost every document that now appears in the online timeline up to that date, July 9, 2020. That is what they knew and when they knew it. When did your firm become aware of this information?

Since early May of 2020 and through to your sanctioned de-collaboration letter, I repeatedly asked our T-A and SB for anything they were aware of which contradicted what we were seeing in the docs. I repeatedly offered to meet our SB to review my findings—the very task I had been assigned by them. (This SB has a public history of claiming "...we forgot to read..." when certain issues arise.) I offered to meet with anyone, including any attorney(s) of their choice, in an attempt either to explain what I understood from the documents and/or to listen to any objections or to view any countervailing opinions which might suggest there "was nothing there, there." My often-used request was for a "legally defensible opinion" either supporting a claim they made or countering what the documents were saying. I ask that of you now. There is no need to draw this out if everything really is "OK."

I believe before your firm tries to defend the actions of our public officials you should review the entirety of the online docs and of the document copies I turned over to Tad Nunez on July 9, 2020. I believe constructive knowledge trumps willful neglect. This applies to all of us. Isn't attorney-client privilege a bit weakened when a crime or crimes is suspected? Looking at this matter as a whole. I see a schemina SB of 1979-1980 intentionally supported through the

years by a few individuals acting as Town employee and/or town officials to the point where, beginning at least by 2013, the results of the original scheme are covered up and continuing to the present. Now the results are so obvious and so measurable that the continuing coverup is impossible

Mr. Gillies, I hope you spend time reading and understanding the online timeline and then correlating the online docs to the many files I gave to the T-A over 2 years ago. Even if you choose not to, at least I have, via this correspondence, made a record of what you should know—what you should have known—the very first time any Fairlee Town official asked for your legal opinion regarding our Town Forest.

I expect this message will be forwarded to all involved. I request in particular that it be forwarded to SB members McGrath and Mills, so we all surely will—should—be on the same page. I'm writing only to your firm at this time to give you whatever opportunity you wish to be able to review and understand information you may not have seen or understood previously. If you do that and if you reach an opinion or have information that substantially contradicts the docs I've found, please let me know?

To the extent your responsibilities allow, I will be happy to meet or to speak with you.

This is the best I can do as a "brief" and I know I need an editor. Please contact me with questions. Let's not mess around anymore: tell me where I'm wrong and be sure what you tell me is legally defensible. (You're not the first person I've asked.)

Given the conditions I have observed in our Town Forest, I believe it mandatory that the SB seek immediate funding, through a bond if needed, in order to substantially complete trails, roads and water crossing repairs this season. They should have done so 2 years ago. I've watched the trails degrade after every time it rains. If we were to get another 4" thunderstorm like one we had 5 years ago, tens of thousands of dollars could be added to our ever-increasing repair costs. Just ask our own Forester for confirmation.

Respectfully but still undeterred,

Bill Weale  
Fairlee VT

\*\*\*This was all explained to me by then Grant Administrator Jessica Savage at VT FPR. Of course some changes could be considered "trivial", but that decision would rest solely with VT FPR, acting in perpetuity, as Grant Administrators and Compliance officers. Planning, including updating our plan has always been the best way to go forward. As long as an approved plan is followed, we can do anything it allows. It could have been that simple! That process for change—for adapting to change—has always been available. And any advice we would have needed to make our changes has always been freely available from VT FPR.

