

Town & Village of Woodstock  
Selectboard & Board of Trustees Joint Meeting  
June 26th, 2025  
5:00PM  
Town Hall  
Agenda

- A. Call to order
  - 1. Selectboard
  - 2. Trustees
- B. Additions & Deletions from Agenda
- C. Citizen comments
- D. Votes:
  - Village only- Purchase of one Police Vehicle
  - Town and Village Police Coverage Contract
  - Procurement Policy
  - Audit Vendor Contract
  - Municipal Manager Annual Review Date
- E. Discussion
  - Review of Goals and Objectives
  - Possible funding for Village and Town Decorations
- F. Potential Executive Session 1 V.S.A 313
  - After making a specific finding that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage:
    - Pending or probable civil litigation or a prosecution, to which the public body is or may be a party
- G. Other business
- H. Approval of Minutes
  - 01.07.25
- I. Adjournment
  - 1. Selectboard
  - 2. Trustees

This Meeting will be held in person and on Zoom.

The link to join us by Zoom is

<https://us02web.zoom.us/j/89303241344?pwd=bVpkZmF6dEJtcnpxSFBhOE1uWVlkUT09>

or from [zoom.us](https://zoom.us) you can enter these details to join the meeting

Meeting ID: 893 0324 1344

Password: 935173

You can also download the Zoom app on your smartphone

# GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$65,000.00	06-26-2025	06-26-2030	63042826	8 / 400	T310756	EAV	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Entity: Town/Village of Woodstock  
PO Box 488  
Woodstock, VT 05091-0000

Lender: MASCOMA BANK  
WOODSTOCK  
429 WOODSTOCK ROAD  
WOODSTOCK, VT 05091

## I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is Town/Village of Woodstock ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Vermont. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at The Green, Woodstock, VT 05091-0000. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on \_\_\_\_\_, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIAL.** The following named person is an Official of Town/Village of Woodstock:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Eric Duffy	Official	Y	X

**ACTIONS AUTHORIZED.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed; however, not exceeding at any one time the amount of **Sixty-five Thousand & 00/100 Dollars (\$65,000.00)**, in addition to such sum or sums of money as may be currently borrowed by the Entity from Lender.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Official named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are

**GOVERNMENTAL CERTIFICATE  
(Continued)**

hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated June 26, 2025.

CERTIFIED TO AND ATTESTED BY:

X

Eric Duffy, Official of Town/Village of Woodstock

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$65,000.00	06-26-2025	06-26-2030	63042826	8 / 400	T310756	EAV	
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**Borrower:** Town/Village of Woodstock  
PO Box 488  
Woodstock, VT 05091-0000

**Lender:** MASCOMA BANK  
WOODSTOCK  
429 WOODSTOCK ROAD  
WOODSTOCK, VT 05091

**Principal Amount: \$65,000.00**

**Interest Rate: 5.650%**

**Date of Note: June 26, 2025**

**PROMISE TO PAY.** Town/Village of Woodstock ("Borrower") promises to pay to MASCOMA BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty-five Thousand & 00/100 Dollars (\$65,000.00), together with interest on the unpaid principal balance from June 26, 2025, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.650% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 5 payments of \$15,285.40 each payment. Borrower's first payment is due June 26, 2026, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on June 26, 2030, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM Eastern Time, Lender will credit Borrower's payment on the next business day.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: MASCOMA BANK, OPERATIONS CENTER, PO Box 4279 WHITE RIVER JUNCTION, VT 05001-4279.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged \$25.00.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**MULTIPLE ADVANCE.** The principal sum shown is the maximum amount of principal that can be borrowed under this note. This is a closed end

**PROMISSORY NOTE  
(Continued)**

credit and the borrower(S) agree that they may borrow up to the maximum only one time. All advances under this note must be completed by June 26, 2026, as the advance feature will cease on that date. .

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Vermont without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Vermont.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of WINDSOR County, State of Vermont.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

**COLLATERAL.** This loan is unsecured.

**MUNICIPAL GENERAL OBLIGATIONS.** This Note is a general obligation of the Borrower issued by the undersigned officers of the Borrower in accordance with the authority granted by Chapter 53 of Title 24 of Vermont State Statutes annotated and acts in amendment of and in addition thereto. It is hereby certified and recited that each and every act, condition and thing required to be done, to have happened and to be performed precedent to and in the issuance of this instrument and for the assessment, collection and payment hereof of a tax to pay the same when due, has been done, has happened and has been performed in full and strict compliance with the laws of the State of Vermont and that this instrument is within every debt and other limit prescribed by law, and the full faith and credit of the Borrower is hereby irrevocably pledged to the punctual payment of the principal and interest of this instrument according to its terms. The issuer hereby certifies that this instrument is a bank QUALIFIED TAX EXEMPT OBLIGATION for the purposes of the Internal Revenue Code of 1986, as amended. If for any reason this Note is not qualified as such, the interest rate shall be increased for the term of this Note to equal the rate that the Lender would have charged on a commercial loan of comparable rate for a highly rated customer. In addition, if the Borrower defaults in its obligations hereunder, then the default rate shall apply. This Note is transferable only upon presentation to the Treasurer of Borrower with a written assignment duly acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Borrower kept by the Treasurer as transfer agent.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**MUNICIPAL RATE PROVISIONS.** The Borrower certifies that this Note is a bank qualified tax exempt obligation for the purposes of the Internal Revenue Code of 1986, as amended. If for any reason this Note is not qualified as such, the interest rate shall be increased for the term of this Note to equal the rate that the Lender would have charged on a commercial loan of comparable duration for a highly rated customer. In addition, if the borrower defaults in its obligations hereunder, then the default rate shall apply.

**BORROWER'S AUTHORIZATION.** Borrower, by signature herein, authorizes Lender to obtain any credit information or obtain a credit investigation from a credit reporting agency for collection purposes and for any other legitimate purposes so long as any obligation or guaranty of the Borrower is outstanding.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**TOWN/VILLAGE OF WOODSTOCK**

By: \_\_\_\_\_  
Eric Duffy, Official of Town/Village of Woodstock

## ERRORS AND OMISSIONS

<b>Principal</b> <b>\$65,000.00</b>	<b>Loan Date</b> <b>06-26-2025</b>	<b>Maturity</b> <b>06-26-2030</b>	<b>Loan No</b> <b>63042826</b>	<b>Call / Coll</b> <b>8 / 400</b>	<b>Account</b> <b>T310756</b>	<b>Officer</b> <b>EAV</b>	<b>Initials</b>
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PO Box 488  
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WOODSTOCK  
429 WOODSTOCK ROAD  
WOODSTOCK, VT 05091

This Errors and Omissions Agreement is for the purpose of enabling Lender to obtain Borrower's/Guarantor's cooperation, if needed, to make corrections as may be required to assure that the Loan Documents, as defined in the Business Loan Agreement are, and will continue to be, accurate, complete, valid and enforceable according to their terms.

Therefore, the undersigned Borrower/Guarantor, in consideration of the credit facility made available to Borrower by Lender as evidenced by the Loan Documents does agree by signature hereon to fully and promptly cooperate with any request by Lender or Lender's successors or assigns to; execute additional documents; adjust, correct or modify as necessary any clerical or scrivener's error; or other error or omission in any of the Loan Documents.

**BORROWER:**

TOWN/VILLAGE OF WOODSTOCK

By: Eric Duffy, Official of Town/Village of Woodstock

## VT MUNICIPAL NOTE NOTARIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
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429 WOODSTOCK ROAD  
WOODSTOCK, VT 05091

STATE OF VERMONT

COUNTY OF \_\_\_\_\_, ss

In testimony whereof, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Borrowing Entity has caused the attached Note to be signed by its Treasurer and the members of its Legislative Branch. The Entity's officials personally appeared before me, known to me (or satisfactorily proven) to be the person and acting in the capacity described in the foregoing instrument and acknowledged that he or she executed the same in the capacity therein stated and for the purposes therein contained.

\_\_\_\_\_  
Justice of the Peace/Notary Public.



## DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
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PO Box 488  
Woodstock, VT 05091-0000

**Lender:** MASCOMA BANK  
WOODSTOCK  
429 WOODSTOCK ROAD  
WOODSTOCK, VT 05091

**LOAN TYPE.** This is a Fixed Rate (5.650%) Nondisclosable Loan to a Government Entity for \$65,000.00 due on June 26, 2030.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- ☐ Personal, Family or Household Purposes or Personal Investment.
- ☐ Finance Purchase, Construction or Improvement of Seasonal or Second Home.
- ☒ Finance Income-Producing Business or Activity.

**SPECIFIC PURPOSE.** The specific purpose of this loan is: General Obligation for purchase of cruiser.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$65,000.00 as follows:

<b>Other Disbursements:</b>	\$65,000.00
\$65,000.00 Funds available for disbursement	

<b>Note Principal:</b>	\$65,000.00
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**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 26, 2025.

**BORROWER:**

**TOWN/VILLAGE OF WOODSTOCK**

By: Eric Duffy, Official of Town/Village of Woodstock



### **Police Protection Inter Local Contract**

Pursuant to 24 VSA Ch. 121 sub chapter 4, the Board of Village Trustees and the Selectboard of the Town of Woodstock enter into this inter-local agreement for the purposes set forth herein.

This Agreement, entered into and executed this 26th day of June 2025, by and between the Town of Woodstock (Town) and Village of Woodstock (Village).

Whereas, the Village has for many years maintained a Police Department, and

Whereas, the Town desires to provide certain police protection to its citizens, and

Whereas, the Village and Town agree that the Village Police Department, if properly manned and funded, can provide certain police protection to the Town.

The parties agree as follows:

1. This agreement shall commence on July 1, 2025, and shall continue on a month-to-month basis with automatic renewal, unless it is formally extended, amended, or terminate in writing.
2. The Town shall continue to maintain a special assessment district for the purpose of providing law enforcement services which shall be all of that area within the Town of Woodstock which lies outside the boundaries of The Village of Woodstock.
3. The Village Police Department shall provide such services within the Special Assessment District as the Town Selectboard and the Village Trustees may from time to time determine, including, but not limited to continuous emergency response and such other services as are directed by appropriate municipal authority.
4. The Town shall pay the Village the fair and reasonable cost of the police services provided as agreed from time to time. The cost of such payments shall be assessed to the taxpayers within the Special Assessment District pro rata based upon the grand list values of the real estate within the District.
5. The Town Selectboard hereby appoints the Village Police Department, its officers and employees, as the Town's police representatives for all such purposes as may be reasonably required and confers upon the Village Police Department jurisdiction to enforce the laws and ordinances as may apply within the Town.
6. Administrative oversight for the operation of the Village Police Department, including finance, equipment, and personnel, shall remain the responsibility of the Village. Structural changes to the department—such as changes to the organizational hierarchy, creation or elimination of divisions or roles, or



### **Addendum 1**

1. The Town agrees to pay a monthly fee of (\$38,290.51) to the Village for police coverage commencing July 1, 2025.
2. Police coverage in the Town will be at the determination of the Police Chief with the understanding that coverage will be adequate for protection, visibility, and community relations with the goal of a weekly average of a minimum of 40 hours.
3. To the best possible degree, all police activity in the town will be noted and tracked. This data will be presented by the Police Chief, on a quarterly basis, to the Chair and Vice Chair of both boards and the Municipal Manager. Further, the Police Department will keep track of town patrols on a map that will be located at the Police Department.
4. Ticket revenue from infractions in the Town will go into the Town's general fund.



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## PROCUREMENT POLICY

### THE TOWN AND VILLAGE OF WOODSTOCK, VERMONT

**PURPOSE.** The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Municipality of Woodstock at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

**AFFIRMATIVE ACTION AND LOCAL PREFERENCE.** Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Municipality may exercise a preference for local businesses for purchases funded exclusively by the Municipality but only if such a preference does not result in unreasonable prices or rates due to a lack of competition. For purchases funded in whole or in part with federal funding the Municipality may not exercise a preference for local businesses.

**CODE OF CONDUCT.** Employees, officers and agents of the Municipality who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Municipality shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent,
- any member of his or her immediate family,
- his or her partner, or
- an organization which employs, or is about to employ, any of the above, has a financial or personal interest in the firm/vendor selected for award.

An employee, officer or agent of the Municipality who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest within the context of a duly-warned Selectboard meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Municipality will not solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub -agreements.

Officers, employees and agents who fail to follow the above Code of Conduct may be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

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**DOCUMENTATION.** Records documenting the procurement process for any Minor or Major purchases, as those terms are defined below, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was fair and equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of the submission to the Federal government of the final expenditure report if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Municipality in accordance with the retention and disposition schedules as set by the Vermont State Archivist.

**PURCHASING AUTHORITY.**

**Purchasing Agents.** The following employees are designated to act as Purchasing Agents for the Municipality:

Municipal Manager, Fire Chief, Police Chief, Director of Public Works, Planning and Zoning Administer

Purchasing Agents are responsible for ensuring that the best possible price and quality are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

**Incidental Purchases.** Employees who have been designated to act as Purchasing Agents may make purchases of up to \$5,000 without prior approval, provided those purchases are limited to the amount of the budget authorized by the Municipality. Any purchase over \$5,000 needs approval of the Municipal Manager.

**Minor Purchases.** Employees who have been designated to act as Purchasing Agents may make purchases with a value between \$1] and \$50,000 only with prior approval of the Municipal Manager and are limited to the amount of the budget authorized by the Municipality. Although not required, competitive quotes from at least two vendors should be obtained whenever possible.

**Major Purchases.** All purchases that require financing or costs outside the budgeted department budget need prior approval of the Selectboard and/or the Village Trustees. The Selectboard and/or the Village Trustees shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. The Selectboard and/or the Village Trustees shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$3,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$150,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.



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For all major purchases with a value over \$50,000 price and rate quotations shall be obtained from at least two qualified vendors to ensure that the Municipality has received a fair and reasonable price. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Municipality.

Large purchases with a value of \$150,000 or more must follow a sealed bid process as outlined below.

Purchases at or exceeding \$150,000 or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

**SEALED BID PROCESS.** The sealed bid process shall be initiated by the issuance of a Request for Bids prepared by the Selectboard and/or the Village Trustees or its designee. Notice of the Request for Bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Municipality, and advertisements placed in a newspaper of general circulation in the region.

**BID SPECIFICATIONS.** A list of bid specifications shall be prepared for each purchase over \$150,000 and shall be available for inspection at the Municipality office. Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specifications for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. A copy of the proposed contract.
7. Any special requirements unique to the project or purchase.
8. Delivery or completion date.
9. For construction projects, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.
10. For construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
11. Language that reserves for the Selectboard and/or the Village Trustees the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for

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rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Municipality's interest. The Selectboard reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Municipality office.

**BID SUBMISSION.** All bids must be submitted in sealed envelopes, addressed to the Municipality in care of the Municipal Manager, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

**BID OPENING.** Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Municipal Manager. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required.

**CRITERIA FOR BID SELECTION.** In evaluating bids, the Selectboard and/or the Village Trustees will consider the following criteria:

1. Price.
2. Bidder's ability to perform within the specified time limits.
3. Bidder's experience and reputation, including past performance for the Municipality.
4. Quality of the materials and services specified in the bid.
5. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
6. Bidder's financial responsibility.
7. Bidder's availability to provide future service, maintenance, and support.
8. Nature and size of bidder.
9. Contract provisions that are acceptable to the Municipality.
10. For construction projects over \$2,000, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.
11. Any other factors that the Selectboard and/or the Village Trustees determines are relevant and appropriate in connection with a given project or service.

*In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:*

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12. There shall be no preference exercised for local contractors or suppliers.
  13. Minority and women-owned businesses must be included in the solicitation list for the request for proposal.
  13. The Selectboard and/or the Village Trustees will not select a bidder who is listed on the Excluded Parties List System website (<https://www.sam.gov>).

**CHANGE ORDERS.** If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Municipality must sign the change order.

**EXCEPTIONS.** The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

**Competitive Proposals.** If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Selectboard and/or the Village Trustees or its designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least two vendors) to ensure that the Municipality has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If architectural or engineering services are being solicited, this process should be used with the most qualified firm or individual awarded the bid and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

**Sole Source Purchases.** If the Selectboard and/or the Village Trustees determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source.

**Recurring Purchases.** If the total value of a recurring purchase of a good or service is anticipated to exceed \$100,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Selectboard and/or the Village Trustees votes to initiate a new bid process.

**Emergency Purchases.** The Municipal Manager may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of municipality property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Municipality services.

**Professional Services.** The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, and insurance services with a value of up to \$50,000.

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Federally funded non-competitive purchases for \$150,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

Approved on June 26<sup>th</sup>, 2025

The Woodstock Selectboard

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The Woodstock Village Trustees

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**TOWN AND VILLAGE OF WOODSTOCK,  
VERMONT**

**PROPOSAL FOR AUDIT SERVICES**

**FOR THE YEARS ENDED JUNE 30, 2025 THROUGH 2029**

June 5, 2025

**MUDGETT, JENNETT & KROGH-WISNER, P.C.**  
Certified Public Accountants

Person to Contact:  
John H. Mudgett, CPA

141 Main Street • P.O. Box 937  
Montpelier, VT 05601-0937  
(802) 229-9193

June 5, 2025

Town and Village of Woodstock, Vermont  
PO Box 488  
Woodstock, VT 05091

We appreciate the opportunity to submit a proposal for audit services for the Town and Village of Woodstock (the Town and Village). Our audits will be conducted in accordance with *Government Auditing Standards* and, when applicable, Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We will include reports on compliance and internal control in accordance with those standards. We will discuss any recommendations resulting from our work with management, Selectboard, and the Trustees.

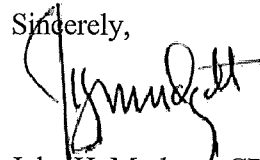
We bring an experienced audit team and will coordinate with you to develop a schedule for our work that will provide for efficient audits and an early completion of the audit process. Team members are available to you throughout the year for consultation on accounting matters, subject only to our need to maintain independence.

I have proposed annual fee limits for a five year period for the financial statement audits for the Town and Village. In the event a single audit is required for the Town and/or the Village, for a given year, an additional \$6,000 fee will be assessed for each single audit performed. These proposed fee limits are based on our historical data for our recent audits of the Town and Village.

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Town financial statement audit	\$ <u>27,000</u>	\$ <u>28,000</u>	\$ <u>29,000</u>	\$ <u>30,000</u>	\$ <u>31,000</u>
Village financial statement audit	\$ <u>16,000</u>	\$ <u>16,500</u>	\$ <u>17,000</u>	\$ <u>17,500</u>	\$ <u>18,000</u>

Please let me know if I may provide any additional information. We appreciate the opportunity to be of service.

Sincerely,



John H. Mudgett, CPA  
Principal

TOWN AND VILLAGE OF WOODSTOCK, VERMONT  
PROPOSAL FOR AUDIT SERVICES

TABLE OF CONTENTS

	<u>Page</u>
Transmittal Letter	
Technical -	
Introduction.....	1
Qualifications.....	1 - 3
References.....	4
Quality Control.....	5
Scope of Services and Audit Approach.....	5 - 6
Work Plan .....	7
Cost -	
Hours and Fees .....	8 - 9
Appendices:	
A. Resumes .....	10 - 17
B. 2022 Peer Review Report .....	18 - 19

## INTRODUCTION

Mudgett, Jennett & Krogh-Wisner, P.C. (MJK) was incorporated in 1993 by the majority of our current professionals, all of whom were affiliated with the Montpelier office of Smith, Batchelder & Rugg. MJK provides audit, accounting, tax and management consulting services to a variety of clients. We have made a major commitment to meeting the special needs and requirements of governmental and non-profit clients. We have performed numerous audits in accordance with *Government Auditing Standards* and have a significant amount of experience with the design and implementation of accounting systems and audit tests in that environment.

The senior members of MJK have served the Vermont area in a professional capacity for many years as indicated on our resumes (Appendix A). The largest segment of our practice is auditing, primarily of government and not-for-profit clients. We also serve corporations, partnerships, and individuals.

Our firm is currently composed of ten members, five of whom are Certified Public Accountants. This core group is frequently supplemented through arrangements with our network firms to provide additional staffing for audit teams or other projects. All of our auditors receive substantial training for working under *Government Auditing Standards*. Senior members of our firm participate annually in National Governmental Audit and Accounting Conferences. All firm members also receive significant other training and experience in audit, accounting and tax issues of governments, not-for-profits and their programs.

## QUALIFICATIONS

All of our auditors are currently qualified to perform financial and financial related audits under *Government Auditing Standards*. In particular, the senior firm members described below have extensive experience with recent governmental audits, including planning, documentation of control structures and tests of controls and compliance, evaluation of computer-based systems, supervision of other auditors, coordination with clients and network affiliates to accomplish team objectives, timely execution of audit procedures, and reporting of results. We understand that the Town and Village may exceed the audit threshold for expenditure of federal awards (\$750,000 for 6/30/2025 and \$1 million for 6/30/2026 and thereafter) and, if required, will require additional audit procedures required by the U.S. Office of Management & Budget (OMB) Circulars. For the 2025 audit of the financial statements, we propose to use a two to three person audit team, with technical review and supervision by a partner-in-charge of the firm who is a governmental audit specialist. The audit team will include a supervising manager and field staff. All of our auditors have participated in many audits of not-for-profit and governmental organizations and are experienced and familiar with accounting software and accounting procedures. The planned audit team includes the following individuals.

**John H. Mudgett, CPA** - All work performed by our firm will be performed by or under the technical supervision of John H. Mudgett, CPA, who is our senior audit and accounting specialist. He will be responsible for ensuring timely, responsive and professional service to you. His involvement includes planning the audit approach, assignment of staff, review of audit results and reporting matters. As the lead governmental auditor of this firm and our predecessor firm, John has been involved with the development and management of our governmental practice since 1984. He has been associated with all of the audits listed in the reference section of this proposal.



**Tyler B. Kimberley** - Tyler has been the senior auditor for several projects and is available to assist this year's team. He graduated with a degree in accounting from Champlain College in 2008. As a senior auditor he has been the in-charge auditor for various entities including Barre Unified Union School District, Shelburne Farms, Mad River Glen, Vermont Association of Conservation Districts, Windham Solid Waste Management District, the Town of Royalton, and the Town and Village of Woodstock.

**Karen Paul, CPA** - Karen joined MJK in 2019 after working for two Burlington based firms. In addition to the Town and Village of Woodstock, she has assisted with audits of the Town of Royalton, Barre Unified Union School District, Windham Solid Waste Management District, and Shelburne Farms.

Other professionals available to support the basic team include:

**Brian Chick, CPA** - Brian worked with us from 2017 to 2022 and returned to MJK in the Spring of 2025 after taking a break from public accounting. Brian has demonstrated his experience with audits of governments and not-for-profit organizations. Brian has worked in public accounting for both small and large firms. He has assisted MJK with several audits including Mad River Glen, Child Care Resource, the Towns of Hartford, Hartland, Windsor, and Royalton.

**Bonnie A. Dow** - Bonnie is an audit manager whose focus is primarily governmental audits. She coordinates that segment of our practice, conducts many audits as a team leader, and provides technical support for changes in governmental accounting or auditing requirements, including the additional requirements for auditing of federal funds. She has over twenty years of public accounting experience with our firm. She graduated from Champlain College in May of 2003 and was employed by Cota, CPA, P.C. for two years during her college years. Bonnie has conducted many governmental audits, including the Towns of Dorset, Guilford, Fairlee, Hartford, Hartland, Morristown, Landgrove, Lyndon, Sharon, Springfield, and Windsor, and school districts in the Windham Southwest Supervisory Unions.

**Erin Packie, CPA** - Erin worked with us from 2007 to 2014 as a senior accountant in both the audit and tax practice. She left us to work as a senior accountant for an insurance company, but then recognized that she preferred public accounting and returned to MJK in 2016. Erin graduated from Clemson University in 1997 with a Bachelor of Science (cum laude) in management and also obtained a professional certificate in advanced accounting from Champlain College. Her primary role at MJK is manager in our tax practice, but she is also available to assist with audits. She has much experience with audits of government and not-for-profit clients, including the Towns of Lyndon, Randolph, and Windsor, and several school districts in the Chittenden Central and Washington South Supervisory Unions.

**Linda R. Milne, CPA** - Linda is a local CPA who is not a firm member, but regularly works for MJK as a team member on specific projects. She has assisted MJK with vendor monitoring and other agreed-upon procedures for the Vermont Agency of Transportation under a contract with VTrans. Linda has also performed significant portions of our audits of the City of Rutland, the Town of Brattleboro, Montpelier-Roxbury School District and the school districts in the Caledonia Central Supervisory Union.

**Leslie Krogh-Wisner, CPA** - Leslie helped to form this corporation in 1993, but prior to that time was an audit senior with Smith, Batchelder & Rugg and a client manager at Hull, Fothergill &

Segale. She has participated in the planning and execution of many audits involving documentation of internal control structures and testing of selected costs for compliance with regulations. Her experience includes supervisory roles on our audits of the Vermont Municipal Bond Bank, New Hampshire School Health Care Coalition, the Vermont Youth Conservation Corps, the Vermont Housing and Conservation Board, and the Vermont State Employees Association. Prior to her career in public accounting, Leslie was employed as a public information officer in the offices of Governors Snelling and Kunin.

Our engagement team will include other professionals as necessary to complete the assigned work promptly. Resumes of senior members are attached as Appendix A to this proposal.

MJK is independent of the District as defined by generally accepted auditing standards and *Government Auditing Standards*. We are properly licensed to practice in Vermont; our firm's license number is 092-0000435.

MJK does not discriminate against any individual because of race, religion, sex, color, age, handicap or nation of origin, and these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion or separation.

## REFERENCES

As indicated above, we currently serve a wide range of clients in the governmental area including local governments, school districts and agencies/departments of state government in Vermont, and have performed numerous audits in accordance with government auditing standards and the Single Audit Act. Recent audit clients include:

- Town of Royalton  
Victoria Paquin, Former Town Administrator  
(603) 448-0682
- Windham Solid Waste Supervisory Union  
Robert Spencer, Executive Director  
(802) 257-0272 ext. 111
- Barre Unified Union School District  
Lisa Perreault, Business Manager  
(802) 476-5011 ext. 1009
- Montpelier Roxbury School District  
Christina Kimball, Business Manager  
(802) 225-8695
- Town of Sharon  
Lucy Pierpont, Finance Manager  
(802) 763-8268 ext. 8
- Windham Southwest Supervisory Union  
Heather-Lynn Tietgens, Business Manager  
(802) 464-1300
- Shelburne Farms  
Eric Boehm, Chief Financial Officer  
(802) 985-0380
- VT Association for the Education of  
Young Children  
Sharron Harrington, Executive Director  
(802) 234-1090
- Vermont Association of Conservation  
Districts  
Jill Arace, Outgoing Executive Director  
(802) 496-5162
- Mad River Glen  
Andrew Snow, Finance Director  
(802) 496-3551 ext. 112
- Town of Lyndon  
Dawn Dwyer, Town Clerk/Treasurer  
(802) 626-5785
- Town of Hartford  
Gail Ostrout, Finance Director  
(802) 295-3002

We encourage you to discuss our performance with any of the above individuals.

## QUALITY CONTROL

Among the most important criteria for your selection of an auditing firm is the commitment of that firm to professional development and quality control. Our profession and the federal government have both established standards requiring peer review of auditing firms' systems of quality control for their audit and accounting practices.

Our firm sets high standards for our professional performance and our principals have actively participated in the American Institute of Certified Public Accountants (AICPA) peer review program. Our membership in the AICPA's Private Companies Practice Section requires that we conduct our accounting and auditing practice in accordance with a strictly defined system of quality control. Conformance with this system in our practice assures our clients that they are receiving the highest level of audit services available.

Our system of quality control is monitored by a peer review team on a triennial basis. Our 2022 peer review resulted in an unqualified opinion, which is attached as Appendix B.

We believe our commitment to the professional development of our staff is a significant factor in our quality control structure. All of our professionals participate each year in continuing education programs which exceed the requirements of the AICPA and the *Government Auditing Standards*.

## SCOPE OF SERVICES AND AUDIT APPROACH

We will audit the financial statements and perform single audits (when needed) for the Town and Village as of and for the years ended June 30, 2025, 2026, 2027, 2028, and 2029. Our audits will be made in accordance with generally accepted auditing standards of the American Institute of Certified Public Accountants (AICPA) and in accordance with the U.S. General Accounting Office's *Government Auditing Standards*. We will render opinions on the financial statements and determine whether they present fairly the financial position of the Town and Village at year end and the results of its operations for the year then ended in conformity with generally accepted accounting principles (GAAP) for local governmental units, as set forth by the Governmental Accounting Standards Board.

A report on compliance and internal control in accordance with *Government Auditing Standards* will be issued as well as any findings and recommendations. All matters to be included in such findings will be reviewed with appropriate individuals during the audit and management responses will be requested for any reportable conditions or other findings.

We will also communicate any recommendations or observations that we have noted during our audit of the financial statements. Those recommendations for improvements will be discussed as they arise and reviewed with the appropriate personnel prior to issuance of our management letter.

If required our audit tests and reporting for your federal award programs will be performed in accordance with the U.S. General Accounting Office's *Government Auditing Standards* and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We plan and perform tests of the compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Town of Woodstock and/or Village of Woodstock's major federal programs.

Effective two-way communication between our firm and those charged with governance of the Town and Village is important to understanding matters related to the audit and in developing a constructive working relationship. We are available to meet with your Board to review the audit plan or test results in addition to our published Auditor's Reports. Our proposed audit adjustments will be provided to you along with draft reports and any findings at the conclusion of each audit. We will request that management accept any proposed audit adjustments, approve drafts of financial statements, and provide responses or corrective action plans for any audit findings.

Our planning for an audit of your organization includes a review of the prior year's files (reports, statements, recommendations, test results) and developing our documentation of your organization structure, operating procedures, and internal controls as well as relevant documents with financial or compliance requirements (grant awards, loan documents, regulatory matters, employee benefit plans and other contracts).

We interview management and evaluate any changes in internal operations or external requirements for the current audit. We update all documentation each year for current conditions. We assess the risks of material misstatements at the financial statement level and also at the relevant assertion level as those assertions pertain to areas within the financial statements. We identify significant account balances or classes of transactions and trace transactions through your systems to obtain (or confirm) our understanding of your accounting procedures and the effectiveness of relevant controls over financial statement balances and disclosures.

We develop audit strategies and plan audit tests for the various areas using the knowledge gained from our understanding of your specific organization. Audit tests include balance confirmation with outside parties, analytic evaluations, reconciliations, recalculations, review of supporting documentation, and other procedures deemed appropriate by the audit team. Our approach reflects current auditing standards and the additional requirements of the Single Audit Act and the current *OMB Compliance Supplement*.

The programs and checklists used for your audit are reviewed, and modified as necessary, each year to address changes in audit or accounting standards. Specific procedures may be added or revised each year for changes in client circumstances. We use electronic audit software and audit manuals developed by a national accounting firm to organize and document our audit planning and testing. We are provided with updates to these audit aids on an ongoing basis for changes to current standards.

We provide a list of items that are required for the audit during the planning stage of each engagement.

## WORK PLAN

Procedures are scheduled so as to build on previous work and achieve results in the most efficient manner. As requested, we have included a tentative 2025 schedule for the Town and Village within which final dates will be assigned to be compatible with the Town and Village's staff availability.

	<u>Target Completion</u>
A. Planning - 50 hours	
• Engagement letter	08/29/25
• Pre-audit conference, identify data to be provided by client, etc.	08/29/25
• Coordinate schedules of audit and client staff	08/29/25
• Develop audit strategies and prepare audit program	08/29/25
B. Control Structure Evaluation - 40 hours	
• Study and document systems and procedures	08/29/25
• Assess audit risk by area and identify controls	08/29/25
• Design and conduct tests of controls	08/29/25
C. Other Interim procedures - 50 hours	
• Preliminary analytical procedures	11/21/25
• Obtain and review minutes and contracts	11/21/25
• Confirm year-end balances where appropriate	11/21/25
D. Final audit tests and documentation - 150 hours	
• Perform analytical and other substantive audit procedures on year-end balances	11/21/25
• Compliance tests – regulations, contracts, grants	11/21/25
• Propose adjustments to account balances; Provide adjusted trial balances to client	11/21/25
• Exit conference; review results with management	11/21/25
E. Reports - 50 hours	
• Prepare and review draft reports	12/01/25
• Obtain client acceptance of draft reports	12/01/25
• Final reports and management letter	12/01/25

We normally like to complete our audit planning and preliminary work in July or August with year-end field work to be scheduled in a single block of time shortly after the Town and Village accounting is complete and ready for audit. We will coordinate scheduling with you for providing draft reports following commencement of year-end audit procedures.

## HOURS AND FEES

Our fees are based on the time required by the individuals assigned to the engagement to complete their tasks, plus direct expenses. Individual hourly rates, which presently range from \$105 to \$165, vary according to the degree of responsibility involved and the skill required.

Prior experience with audits of the Town of Woodstock and comparable audits indicates our audit of your financial statements should require around 210 hours including planning, testing, documentation, and reporting.

<u>Classification</u>	<u>Hours</u>	<u>Range of Hourly Rates</u>	<u>Quoted Hourly Rate</u>	<u>Total</u>
Partner-in-charge	40	\$ 145 - 165	\$ 165	\$ 6,600
Supervising manager	120	125 - 145	145	17,400
Field staff	<u>50</u>	105 - 125	125	<u>6,250</u>
Computed hours/fees	<u>210</u>			30,250
Less - planned discount				<u>3,250</u>
Not-to-exceed fee for 2025	<u>210</u>			\$ <u>27,000</u>
Not-to-exceed fee for 2026	<u>210</u>			\$ <u>28,000</u>
Not-to-exceed fee for 2027	<u>210</u>			\$ <u>29,000</u>
Not-to-exceed fee for 2028	<u>210</u>			\$ <u>30,000</u>
Not-to-exceed fee for 2029	<u>210</u>			\$ <u>31,000</u>
Single Audit (if needed)	<u>40</u>			\$ <u>6,000</u>

Prior experience with audits of the Village of Woodstock and comparable audits indicates our audit of your financial statements should require around 130 hours including planning, testing, documentation, and reporting.

<u>Classification</u>	<u>Hours</u>	<u>Range of Hourly Rates</u>	<u>Quoted Hourly Rate</u>	<u>Total</u>
Partner-in-charge	20	\$ 145 - 165	\$ 165	\$ 3,300
Supervising manager	50	125 - 145	145	7,250
Field staff	<u>60</u>	105 - 125	125	<u>7,500</u>
Computed hours/fees	<u>130</u>			18,050
Less - planned discount				<u>2,050</u>
Not-to-exceed fee for 2025	<u>130</u>			\$ <u>16,000</u>
Not-to-exceed fee for 2026	<u>130</u>			\$ <u>16,500</u>
Not-to-exceed fee for 2027	<u>130</u>			\$ <u>17,000</u>
Not-to-exceed fee for 2028	<u>130</u>			\$ <u>17,500</u>
Not-to-exceed fee for 2029	<u>130</u>			\$ <u>18,000</u>
Single Audit (if needed)	<u>40</u>			\$ <u>6,000</u>

Our fee for audit services for the years described in this proposal, will not exceed these fee limits unless the scope of the engagement is changed, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. We have proposed "not-to-exceed" fee limits instead of a "fixed price" for our work. If our effort is less than anticipated, we will charge accordingly. Interim billings are normally submitted as work progresses and as expenses are incurred.



**JOHN H. MUDGETT, CPA**

EDUCATION: University of Vermont, 1970 - B.S.  
(Business Administration and Accounting)

Governmental Accounting and Auditing Certificate  
of Educational Achievement Program

EXPERIENCE:

1993 to present	MUDGETT, JENNETT & KROGH-WISNER, P.C. Principal
1984 to 1993	SMITH, BATCHELDER & RUGG Principal, Audit and Accounting
1982 to 1983	SUGARBUSH VALLEY, INC. Controller
1976 to 1982	DUBOIS & KING, INC. Vice President of Finance
1970 to 1976	SMITH, BATCHELDER & RUGG Senior Accountant
1966 to 1970	MERCHANTS NATIONAL BANK Branch Manager, Loan Officer

<u>SPECIALTIES:</u>	Audit and Accounting	Governmental
	Not-for-profits	• State and local entities
	Technical Review	• School Districts
	Taxation	• Grant reporting

PROFESSIONAL  
ACTIVITIES: American Institute of Certified Public Accountants  
Vermont Society of Certified Public Accountants

ADMITTED TO  
PRACTICE: Vermont  
New Hampshire

**LESLIE KROGH-WISNER, CPA**

EDUCATION: University of Vermont, 1980  
(B.S. in Natural Resources)  
  
Governmental Accounting and Auditing Certificate  
of Educational Achievement Program

EXPERIENCE:

1993 to present	MUDGETT, JENNETT & KROGH-WISNER, P.C. Manager
1992 to 1993	SMITH, BATCHELDER & RUGG Audit Senior
1989 to 1992	HULL, FOTHERGILL & SEGALE Client Manager
1987 to 1989	SMITH, BATCHELDER & RUGG Staff Accountant
1986 to 1987	FOSTER & BRIDGMAN Staff Accountant
1983 to 1986	OFFICES OF GOVERNORS SNELLING AND KUNIN Public Information Officer

<u>SPECIALTIES:</u>	Audit and Accounting	Not-for-profits
	Governmental Compliance Audits	Utilities
	Municipalities	Hospitals
	Financial planning	HUD

PROFESSIONAL  
ACTIVITIES: American Institute of Certified Public Accountants  
Vermont Society of Certified Public Accountants

ADMITTED TO  
PRACTICE: Vermont  
New Hampshire

**BONNIE A. DOW**

EDUCATION: Champlain College, Burlington, Vermont - 2003 - BS  
(Professional Accountancy)

EXPERIENCE:

2003 to present MUDGETT, JENNETT & KROGH-WISNER, P.C.  
Audit Manager

2001 to 2003 COTA CPA, P.C.  
Staff Accountant

2000 to 2001 TRAVELODGE  
Front Desk Representative

1998 to 2000 NADEAU DRUG  
Evening Manager

SPECIALTIES: Audit and Accounting  
Governmental Compliance Audits  
Municipalities

Not-for-profits  
Utilities

ERIN J. PACKIE, CPA

EDUCATION:           Clemson University, Clemson, SC - B.S. 1997  
                              (Textile Management)

                              Champlain College, Burlington, VT  
                              Professional Certificate in Advanced Accounting - 2008

EXPERIENCE:

2007 to 2014           MUDGETT, JENNETT & KROGH-WISNER, P.C.  
                              and                   Audit Senior  
2016 to present       Tax Manager

2014 to 2015           NATIONAL LIFE INSURANCE - Senior Accountant

2005 to 2007           LAUGHING MOON CHOCOLATES, LLC  
                              General Manager

2003 to 2005           THE VILLAGE KITCHEN, LLC  
                              Co-owner, Office Manager

2002 to 2003           STOWEHOF INN & RESORT  
                              Wedding Captain, Waitress & Reservationist

1999 to 2002           VERMONT PUBLIC POWER SUPPLY AUTHORITY  
                              Power Analyst

1998 to 1999           SCHERING-PLOUGH HCP  
                              Management Information Systems Project Administrator

1997 to 1998           COLLINS & AIKMAN PRODUCTS CO.  
                              Management Trainee and Jacquard Weave Room Supervisor

SPECIALTIES:       Audit and Accounting  
                              State and Local Governments  
                              Taxation  
                              Not-for-profits

PROFESSIONAL       American Institute of Certified Public Accountants  
ACTIVITIES:       Vermont Society of Certified Public Accountants

ADMITTED TO       Vermont  
PRACTICE:       Maryland

**TYLER B. KIMBERLEY**

EDUCATION: Champlain College, Burlington, VT 2008 - B.S.  
(Accounting)

EXPERIENCE:

2008 to present MUDGETT, JENNETT & KROGH-WISNER, P.C.  
Senior Accountant

Summer 2007 & MUDGETT, JENNETT & KROGH-WISNER, P.C.  
Summer 2006 Staff Assistant

SPECIALTIES: Audit and Accounting  
Governmental Compliance Audits  
Municipalities

Not-for-profits  
Utilities

KAREN S. PAUL, CPA, CFP®

EDUCATION: University of Vermont, 2012 - M.S.  
(Master's in Public Administration)  
  
Mount Holyoke College  
(A.B. in Political Science and Economics)

EXPERIENCE:

June, 2019 to present	MUDGETT, JENNETT & KROGH-WISNER, P.C. Auditor / Accountant
Winter 2019	GRIPPIN, DONLAN, PINKHAM Auditor / Tax Preparation / Accountant
2016 to 2017	McSOLEY, McCOY & COMPANY CPA / Accountant
2000 to 2016	PAUL FINANCIAL SERVICES, INC. President
1990 to 2000	PAUL FINANCIAL SERVICES, INC. President, Chief Executive Officer and Portfolio Manager

<u>SPECIALTIES:</u>	Audit and Accounting	Governmental
	Not-for-profits	• State and local entities
	Taxation	• School Districts

PROFESSIONAL  
ACTIVITIES:

American Institute of Professional Accountants  
Vermont Society of Certified Public Accountants

ADMITTED TO  
PRACTICE:

Vermont

LINDA R. MILNE, CPA

EDUCATION: Trinity and Champlain Colleges, Accounting Studies 1993

Dickinson College, 1978 - B.A.  
(Political Science)

EXPERIENCE:

1995 to present LINDA R MILNE, CPA  
Auditor/ Accountant

1994 to 1995 DAVID ANGOLANO, CPA, P.C.  
Senior Staff Accountant

1987 to 1992 AMERICAN BANKERS ASSOCIATION  
Tax Representative

1984 to 1987 WINE AND SPIRITS WHOLESALERS ASSOCIATION  
Director of Government Relations – Tax Issues

1983 to 1984 NATIONAL BEER WHOLESALERS ASSOCIATION  
Assistant Director Government Relations

1979 to 1983 PETROLEUM MARKETERS ASSOCIATION  
Legislative Assistant

SPECIALTIES: Audit and Accounting Governmental  
Agreed-Upon Procedures Engagements Taxation  
Internal Audit Tax Research

PROFESSIONAL  
ACTIVITIES: American Institute of Certified Public Accountants  
Vermont Society of Certified Public Accountants  
Institute of Internal Auditors, Green Mountain Chapter

CIVIC  
ACTIVITIES: Montpelier Rotary

ADMITTED TO  
PRACTICE: Vermont

**BRIAN R. CHICK, CPA, MSA**

EDUCATION: University of Southern Maine, 2011 - M.S.  
(Master's of Science in Accounting)

EXPERIENCE:

2025,  
2017 to 2022 MUDGETT, JENNETT & KROGH-WISNER, P.C.  
Auditor / Accountant

2022 to 2025 MIGRANT CLINICIANS NETWORK  
Grant Accountant

2015 to 2017 MACPAGE, LLP  
Senior Associate

2014 to 2014 DAWSON, SMITH, PURVIS & BASSETT, P.A.  
Staff Accountant

2013 to 2014 RON L. BEAULIEU & COMPANY  
Staff Accountant

2011 to 2012 RICK L. HUG, CPA, PC  
Staff Accountant

2005 to 2010 ADMINISTRATIVE OFFICE OF THE COURTS, PORTLAND ME  
Accounting Clerk I

SPECIALTIES: Audit and Accounting Governmental  
Not-for-profits • State and local entities  
Taxation • School districts

PROFESSIONAL  
ACTIVITIES: American Institute of Certified Public Accountants  
Vermont Society of Certified Public Accountants

ADMITTED TO  
PRACTICE: Vermont





# TOWN OF WOODSTOCK

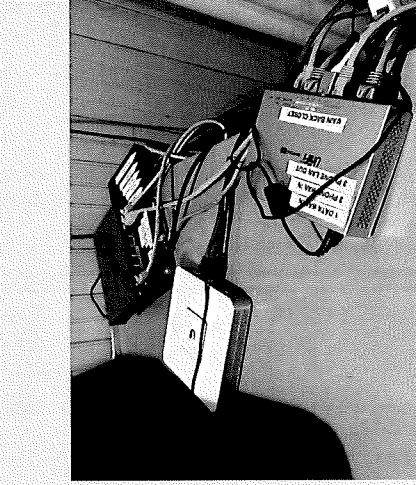
Evaluation

2010-2011

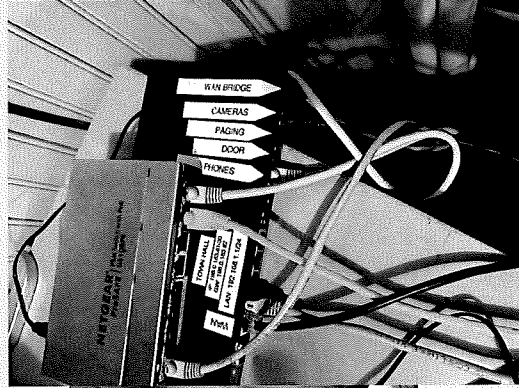
# Overview

- 5 locations - Town Hall, Emergency Services Building(Police/Fire), Town Garage, Two Waste Water Treatment Facilities
- Town Hall 13 users, all with Desktops and some also have Laptops.
- Police has 6 users and 6 desktops.
- Dispatch has two computers
- Fire has two desktops and 4 iPads
- Waste Water has two laptops, a desktop and an iPad.
- Users will need coverage from 8am or 9am to 4pm or 5pm, only emergencies outside those hours.
- Radios and a Fire Department "Server" have other vendors that handle supporting that equipment.
- ISP seems to be primarily Comcast at each facility, although there is a labeled line saying there's a consolidated communications connection for a second wan line at the Emergency Services Building.

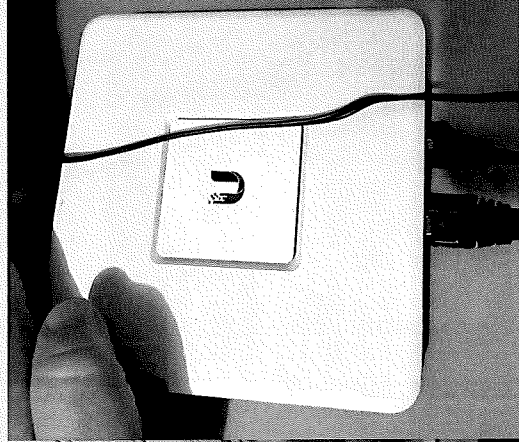
# Town Hall Network



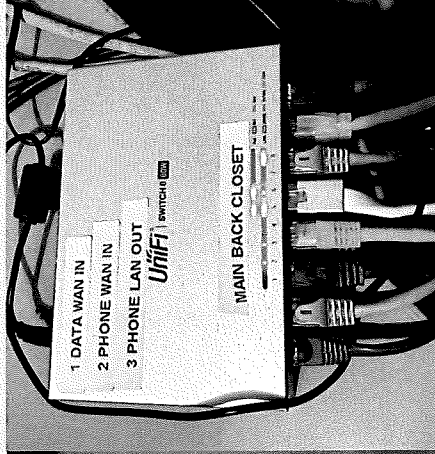
Main Location, Controller, Firewall, and two switches.



Main Network Gear.

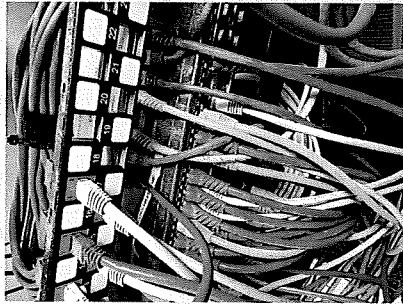


Ubiquiti Controller

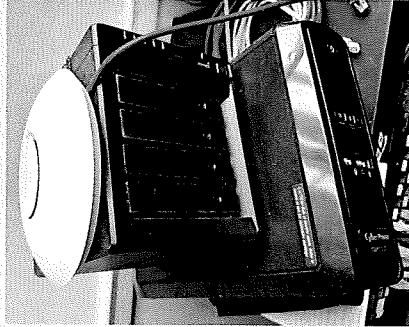


60w POE Switch

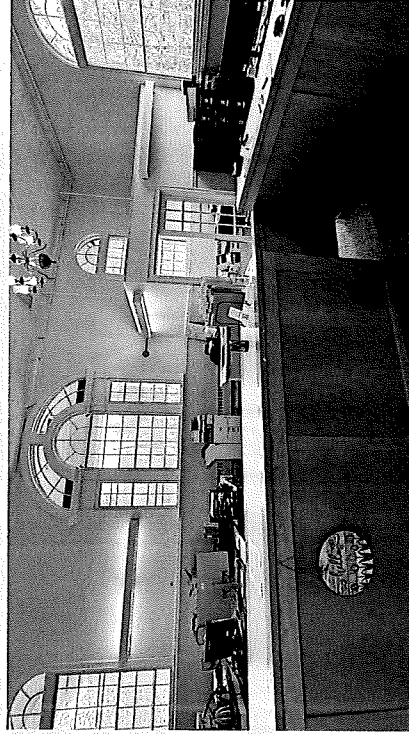
# Town Hall Network Continued



Switch with POE  
that feeds AP in  
Front Office Area  
On small rack  
with Netgear  
Switches



AP and NAS on  
top of rack in  
Front Office area



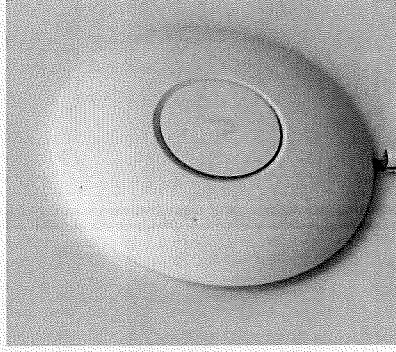
Front Office Area of Town Hall  
Front Rack in far-right corner



# Town Hall Network Continued



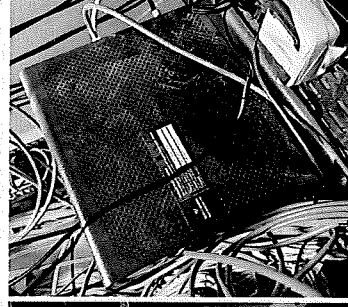
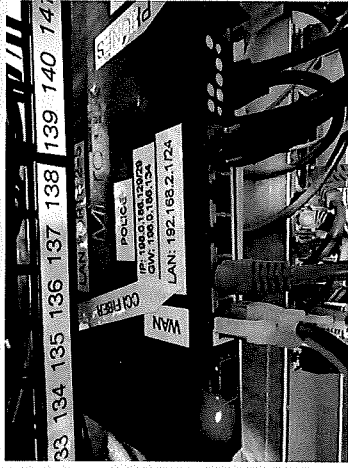
Town Meeting Room



AP in Town Meeting Area

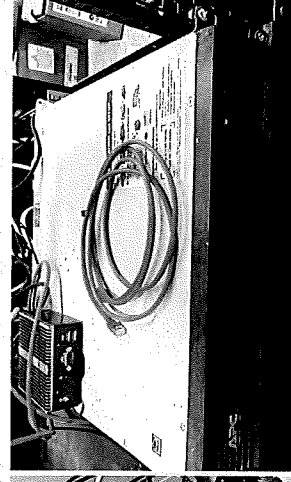
There are a few Offices not pictured here.  
The Town Manger's Office and the offices adjoining it.  
Clerk's Office Downstairs in Front of Building.

# Emergency Services Building Network



Firewall for Emergency Services

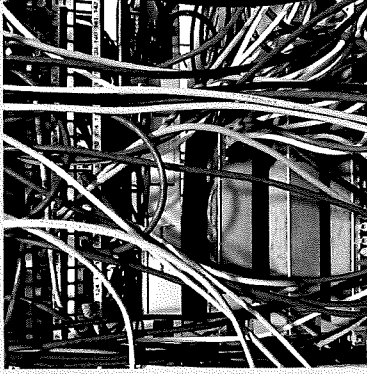
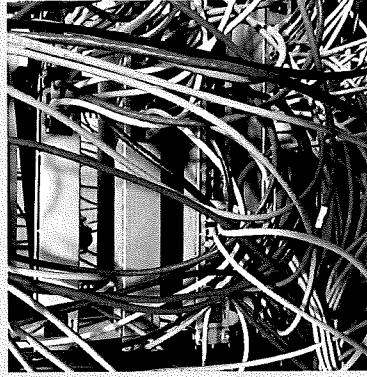
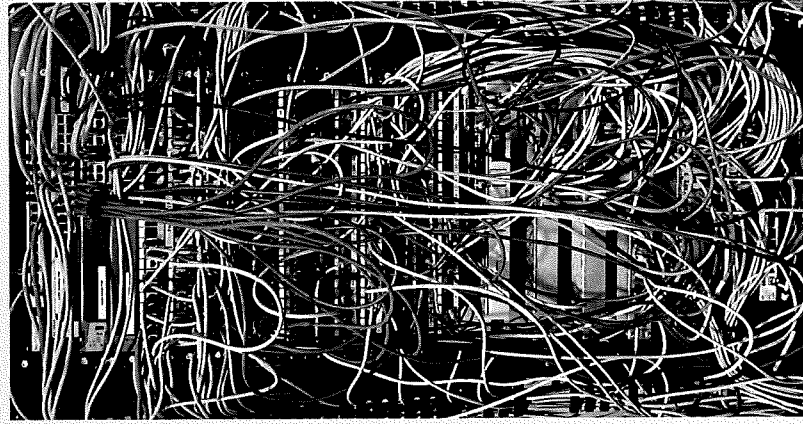
Appears networks were divided into physically different networks for different systems instead.



UPS on Network Rack

Comcast Router

# Emergency Services Network Continued



## Emergency Services Rack

Looks like one network on top and another on the bottom.

Ubitquti controller is right under the punchdowns and below that are some more Ubitquti switches, switches on top are Netgear.

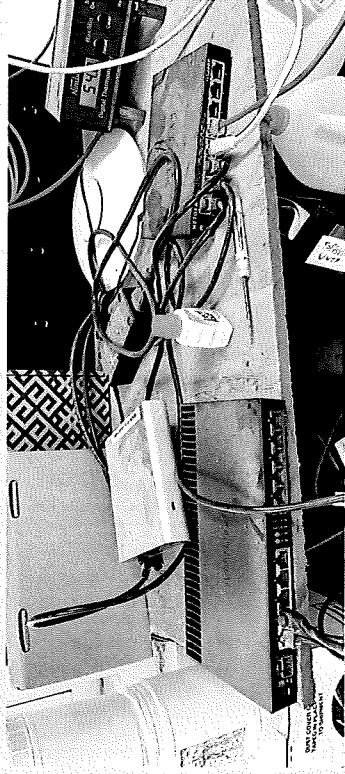
AP's in this location are also Ubitquti.



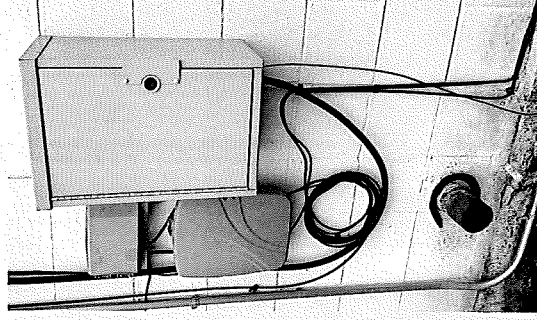
Fire Dept "Server" deployed, serviced and Maintained by another Vendor.



# Water Sewer Department Network



The same type Firewall is used at all locations visited. This one connected to a Netgear POE switch that powers Ubi AP and a Ubi Controller.



WAN line is ethernet that comes from outside and goes into the plastic box bottom left. Customer has stated ISP is comcast

Town Hall had something similar, WAN line out of room and we could not find where it ran to. Customer again states that they think that Comcast is the ISP.



# Summary

- Datamann would be supporting all The Town of Woodstock locations, computers and networks (excluding noted equipment supported by other vendors).
- There are around 30 users, with possibly less or a similar number of devices.
- Town owns all network equipment
- Emergency Radios are handled by another Vendor.
- There could be some required work to clean up the IT Network however the existing equipment appears to be mostly what Datamann recommends, which reduces the amount of the hardware that the Customer might need to replace.
- Service will follow the existing support model where issues requiring on-site resolution will be taken care of in regularly scheduled or requested batches rather than multiple trips wherever possible.





# Silloway Networks Inc.

Town of Woodstock  
Eric Duffy  
31 The Green  
Woodstock, VT 05091

Tuesday, June 3, 2025

Dear Eric,

Thank you for the opportunity to submit our proposal to work with you as your Managed IT Services provider. We are very excited about the prospect of working with you.

I quoted you a three-year contract that waives the \$1000 set-up fee and reduces the monthly cost by \$30 per user compared with the one-year plan.

Our APPS package includes:

- Microsoft 365 Business Premium for your users, including E-mail, Cloud File Storage, and Collaboration
- 24x7 Managed Detection and Response
- Patch Management for Microsoft Windows and select third-party software
- Proactive monitoring for workstation issues
- Vulnerability Management
- Advanced Phishing Protection
- E-mail Backup

We included the option of our Managed Services plan, which includes:

- Onsite and remote support during normal business hours for all services provided by Silloway Networks
- Troubleshooting assistance for approved third-party software
- Setup of computers
- Quarterly Business Review

## Optional Items

Optional items are listed in the quote, please check the box if you'd like the item included or **unchecked** if you do not need them. You may also adjust the quantities.

## Tariffs

Due to the changing situation with tariffs, pricing is subject to change even after the proposal is accepted.

Due to these external factors, the costs of certain products/services may fluctuate in the coming months.

Our priority is to maintain transparency and ensure that you're informed every step of the way. We are actively monitoring the situation and exploring solutions to minimize the impact on you, including



# Silloway Networks Inc.

identifying alternatives and negotiating with suppliers.

## **Next steps**

Please review the quote. If you have any questions, email me at [angie@silloway.net](mailto:angie@silloway.net) or call me at **802 282-4255 X206**.

## **Approve the quote**

You may use the approval button at the bottom to accept the quote. **PO Numbers are NOT required** - Enter your PO Number if you need an internal reference; otherwise, leave it blank.

Most items arrive in 3-4 working days, however, we are currently scheduling a month out. You will be contacted to discuss schedule, pre-flight, and final delivery.

Silloway Networks is a proudly owned Vermont business that employs local, dedicated, and experienced technicians. We are selective in our clients as we want to continue to provide outstanding service. Our Mission is to allow our clients to focus on their core strengths and meet their business goals by maintaining and developing our expertise in technology relevant to our clients, building strong client relationships, and employing highly skilled and motivated individuals.

I look forward to your response. Warm regards!

## **Angie Gage**

Technical Account Manager | Customer Success

802 282-4255 X206

[angie@silloway.net](mailto:angie@silloway.net)



# Silloway Networks Inc.

## **Advanced Productivity and Protection Suite (APPS)**

- M365 Business Premium
  - Benefit from identity, access, and user management for up to 300 employees.
  - Use desktop, web, and mobile versions of Word, Excel, PowerPoint, and Outlook.
  - Book client meetings, host webinars, and collaborate with Teams.
  - Store and share files with 1TB of OneDrive cloud storage per user.
  - Get more than 10 additional apps for your business needs (including Microsoft Loop, Clipchamp, Bookings, Planner, and Forms).
  - Defend your business with enterprise-grade device, cyberthreat, and endpoint protection.
  - Microsoft 365 Copilot, available as an add-on
- Automated Endpoint Management
  - Device Management
  - Remote Monitoring
  - Patch Management of MS Windows and Common third-party apps
  - Remote Access
  - Deployment Automation
  - After hours scheduling
- Phishing and Email Attachment Protection
  - Automated threat detection and incident management
  - Monthly simulated phishing campaigns for real-time training
- Third Party Online M365 Backup
  - Automatic backup of Email, OneDrive, and SharePoint
  - Fast recovery of files
- Endpoint protection
  - 24x7x365 Managed Detection and Response (MDR)
  - Accelerated threat response
  - Security monitoring, detection, response, and pro-active threat hunting.
- Vulnerability Management
  - Continuous Vulnerability Management (CVE)
  - Automated remediation capability

APPS will help you on your road to compliance with every major cyber-security framework (including PCI/DSS, HIPAA, CIS, NIST, HITRUST, and WISP) and help you to be able to answer YES to all questions asked on your insurance questionnaires.

## Services Provided

### Included:

Microsoft 365 Business

Endpoint protection on all company computers (up to 5 per user)

Patch and Workstation Management

E-mail Security

Office 365 Backup

Remote Support Tools

End-user security training

Unlimited Business Hour Phone Support for enumerated users:

- o Supported Versions of Microsoft Windows
- o Supported Versions of Microsoft Office
- o Microsoft 365
- o Sophos EndPoint Protection
- o Computer Hardware under warranty (not including peripherals)
- o Performance issues on computer hardware less than four years old
- o Connectivity and configuration management for authorized and supported copiers, printers, and scanners (Best Effort)
- o Working with Internet Service Provider on connectivity issues
- o Configuring authorized remote access for BYOD
- o Onsite by technician recommendation

Account management

After-hours support at a rate of \$225 per hour

### Not Included:

New project hardware, software, and labor

New hardware and shipping

Software, licensing, or software renewal or upgrade fees

Connectivity to peripherals with no third-party support

Wiring issues

Phone System Licensing

Computer hardware issues not under warranty

Unauthorized/unsupported software

Hardware issues for phone systems, copiers, printers, and cameras

Operating System, hardware, or application issues for BYOD

Policy and Procedure Development

Software Development

Non-included work may be billed at a rate of \$150 per hour



# Silloway Networks Inc.

## **Required:**

Compliance with Security Best Practices

- o Multi-factor Authentication
- o Limited Administrative Access to PCs
- o Encrypted drives on portable devices
- o EndPoint Protection enabled

Data stored in appropriate locations

## **Other Services Offered:**

We offer a cloud-based VOIP communications system that eliminates the need to buy hardware and phone lines and have long-distance costs. Your employees can communicate by voice and SMS at the office, at home, on mobile, or wherever work is being done.

# Silloway Networks Inc.

## Software as a Service

### Product info



Advanced Productivity and Protection Suite

Includes M365 Business Prem, Phishing Protection, M365 backup, Patch Management, and Vulnerability scanning

Quantity

Price  
(month)

Total  
(month)

30

\$68.00

\$2,040.00

Software as a Service Monthly price \$2,040.00

Subtotal Excluding Sales Tax

Contract total (12 months) \$24,480.00

## Non Taxable Services

### Product info



Managed Services - 3-YEAR Commitment

Managed Services MONTHLY PER DEVICE - 3-YEAR Commitment

Quantity

Price  
(month)

Total  
(month)

30

~~\$80.00~~

~~\$2,400.00~~

\$70.00

\$2,100.00

/ device

Non Taxable Services Monthly price \$2,100.00

Subtotal Excluding Sales Tax

Contract total (12 months) \$25,200.00

## Firewall / Gateway

### Product info

Quantity

Price

Total



# Silloway Networks Inc.

XGS 118 SECURITY APPLIANCE 3 Year Commitment

4

\$6.99

\$27.96



Sophos Firewall and the XGS Series deliver the industry's best visibility, protection, and performance.

## Product add-ons

**SOPHOS**



XGS 118 XSTREAM PROTECTION - 3 year commitment

4

\$1,457.38

\$5,829.52

Powered by Xstream- Sophos XGS Series firewalls flexibility of a high-performance, multi-core CPU



Network Room UPS APC Back-UPS Pro BR - UPS - 600 Watt - 1000 VA

4

\$205.40

\$821.60

Firewall / Gateway One-time \$5,857.48

Subtotal Excluding Sales Tax

## Managed Switches

### Product info

24 port Ubiquiti UniFi Switch USW-24-POE - 120W switch - Managed - rack-mountable



A 24-port, Layer 2 PoE switch with a fanless cooling system.

Quantity

Price

Total

4

\$454.80

\$1,819.20

Managed Switches One-time \$1,819.20



Subtotal Excluding Sales Tax

# Silloway Networks Inc.

## HP Desktops

HP desktop key benefits:

- **Variety of Options**
- **Raw Power**
- **Upgradability**
- **Cost-Effective**

Product info		Quantity	Price	Total	
	<div>HP Pro Mini 400 G9 i514500T 16G 512GB</div> <ul style="list-style-type: none"><li>• HP Pro Mini 400 G9 Desktop Computer</li><li>• Intel Core i5 14th Gen i5-14500T vPro</li><li>• Windows 11 Pro 64</li><li>• 16.0GB DDR5 RAM</li><li>• 512GB SSD</li><li>• Intel UHD Graphics 770</li><li>• Wireless Network Card 802.11ax</li><li>• Bluetooth 5.1 or above</li><li>• 1 Year limited warranty</li></ul>	3	\$1,096.25	\$3,288.75	
Product add-ons					
<input type="checkbox"/>	<div></div> <div>HP Care Pack</div>	<div>Extended Warranty HP 3Y NBD ONS DT SOL SUPP</div> <div>HP Care Pack Solution Support - 3 Year - Warranty 9 × 5 x Next Business Day - On-site - Maintenance - Parts &amp; Labor</div>	3	\$168.98	\$506.94

HP Desktops One-time **\$3,288.75**  
Subtotal Excluding Sales Tax

## Labor

### What is 'Estimated Labor'?

We do our best to estimate how long a task will take to complete. Due to the nature of technology sometimes unexpected issues arise that we cannot anticipate or control. These issues may add additional time the technician needs to resolve the issue.

Additionally, the technician may be asked to perform other tasks which are outside the scope of the original Proposal. We do our best to accommodate the requests, however this may add additional time to the original estimate.

Product info	Quantity	Price	Total
--------------	----------	-------	-------

# Silloway Networks Inc.



## Standard Technician

32.5

\$150.00

\$4,875.00

Implement APPS, configure, deliver, and install network equipment, configure scan to email, configure, deliver, and install three computers (labor included in MSP plan).

## The fine print

- Service can be requested by emailing [ticket@silloway.net](mailto:ticket@silloway.net) or calling 802-282-4255 opt 1.
- Business Hours are Monday – Friday 8-5.
- Service is available afterhours at a higher rate.
- Product is invoiced after it arrives in our office.
- Labor and subscriptions are invoiced monthly.
- We are not a warranty service center for any product. Time we spend facilitating warranty service is billable.

## Confirmation of the order

Are you ready for excellent service and support? Please provide your digital signature below. We will immediately reserve time for you in our schedule.

## Summary

One-time \$15,840.43

Total Excluding Sales Tax

Monthly price \$4,140.00

Total Excluding Sales Tax

Contract total (12 months) \$49,680.00

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Subtotal Excluding Sales Tax \$19,980.43

Shipping to Silloway \$14.00

Total Excluding Sales Tax \$19,994.43

## Summary and total area





# DATA-MANN

## Town of Woodstock 2025

### Annual Managed Service Agreement

#### How does it work?

You get priority support 5 days a week, 8 am – 5 pm Eastern Time. Whether you have questions about software, need help configuring your hardware, or require training, your Service Agreement has you covered. signing up for Datamann Managed Service is easy:

1. Review the network requirements (not required for companies already using Datamann IT support)
2. Provide or update the requested information
3. Read the fine print
4. Sign and return your agreement

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#### Network Requirements

The following items are required for enrollment in any Service Agreement with Datamann, Inc. In many cases, these items will avoid the need for onsite visits and dramatically reduce the time required to investigate and resolve your issues. If your company or network is not currently setup with these policies and utilities, we can assist you in their implementation.

Put a check next to each requirement if you have the system/requirement in place. Please don't hesitate to call or email Datamann with any questions or to schedule assistance: **802-295-6600 x6 | [dst@datamann.com](mailto:dst@datamann.com)**.

##### Network Design

Your network must meet one of our approved and supported network designs. A network assessment may be required prior to agreement approval, provided at a flat fee of \$400 per location. (a network review will be mandatory for any new customer wanting a fixed monthly contract)

##### System Administrator

This person should be familiar with the system and typical administrative duties related to that system. This person would be the first line of support for your internal personnel and would authorize any service calls to us.

##### High-Speed Internet & VPN (For multi-site companies only)

A high-speed internet connection with a static IP address will allow us to setup a VPN connection to your server. A VPN connection with an administrative login and password is required to take advantage of the high-speed internet connection.

##### Remote Connection

A means of remote connection must be setup on the server and client workstations to allow Datamann access. This gives us the ability to take over any PC on the network to investigate a problem or provide live instruction to the System Administrator/Operator. Datamann Network Technicians will work with your IT staff or System Administrator to determine the best remote access option to implement for your business environment.

##### Other

Other common utilities may be added to this list in the future. Unique utilities may be added as needed to this list to address particular issues within your network.

Once you've reviewed the network requirements and noted which are in place please move on to the required information on the next page.

## Required information

Please provide us with the following requested information so we can set up or continue to effectively support your account:

System Administrator Name:

System Administrator Phone Number:

System Administrator Email Address:

Current Anti-virus Solution:

Current Backup and Disaster Recovery Solution:

Don't have solutions for anti-virus and/or disaster recovery? That's ok, we can provide that for you, too! Check the box, and we will contact your System Administrator to get your solutions set up immediately.

Once you've provided all of the required information above, please review your Service Agreement specifics below.

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## Your 2025 Annual Managed Service Agreement Specifics

### **Datamann 2025 Managed Support Agreement with Monthly SAAS Included Annual Cost \$34,800 (based on a 30-35 Devices)**

Unlimited hours for general support emails/ phone calls

Remote Access\Anti-virus (30-35 Workstations/Server)

Backup – Cloud and Disaster Recovery (35GB allocation per device – larger storage capacity is additional cost)

#### **Exclusions:**

Monthly SAAS charges derived from subscription costs outside of the above Remote Access\Anti-virus & Backup.

Does not include hardware or software projects which will be billed separately at the then current Datamann Gold Service Agreement Hourly rate.

Does not include weekends or after-hours support. After-hours is billed at 1.5 times rate. This time will be accrued in 6-minute increments.

Managed Services Agreement monthly fee and hours may be reviewed on a as needed basis per client.

Now that you have understand what is including and what would be additional, please read the 'Fine Print' on next page, sign the agreement and return it.

## The Fine Print

*By signing and returning you are acknowledging that you are aware of the terms to which you are agreeing.*

### Initial Activation

Your Service Agreement will be implemented the day we process a signed agreement with all appropriate initial payments. The length of your Service Agreement is one year, uninterrupted unless otherwise defined in writing.

Service Agreement activation applies to services performed from that point forward. New Service Agreements may not be used toward past services, overdue invoices or finance charges.

### Terms of Agreement

**Datamann's sole liability with this agreement is to provide reasonable technical support. You will receive a review of your account at the end of each month tracking your time usage.**

Time applies to standard business hours, Monday – Friday, 8 am – 5 pm, on a per technician basis and may include telephone support, research, online and onsite services. Time is used in 6-minute increments for the Gold Level agreement, and 15-minute increments for all other agreement levels.

Off hours answering service is available to you as part of your Service Agreement. However, these services are billed separately with rate dependent on your plan with a one-hour minimum charge. After hours contact information: 802-295-6600 x350. The answering service will contact the on-call technician, and you can expect a response within one hour from completing your call.

There is a minimum of one (1) hour for onsite services. Onsite time is calculated from the time of dispatch from Datamann to the time of departure from the client site.

This agreement applies to Datamann service time only. Additional billing may include materials and other possible related expenses. Outside vendors and/or consultants will be billed separately.

### Agreement Renewal

At the end of one your one-year Service Agreement period, the contract term will be extended if notification is not given thirty (30) days in advance of expiration. In the event the term shall be extended, the terms of your Service Agreement will be enforced at the current rates.

### Account Activity

**Payment of all charges to your account must be received within 30-days of the date you receive your Datamann invoice.**

In the event your account does not meet your credit terms, your account will be temporarily suspended until acceptable payment arrangements are agreed upon. If no arrangements are made within a 60-day period, your Service Agreement will be terminated and support will cease.

### Cancellation

Either party may terminate the Service Agreement prior to the expiration date by providing written notice to the other party thirty (30) or more days in advance. Upon cancellation, any remaining prepaid / unused service time on your account will remain active until your Service Agreement expiration date. When your time is used, or expires, your support will cease.

However, if at the time of cancellation, if there is any overage time not covered by pre-payment, the overage time will be billed at the standard service rate, currently \$160/hr (subject to change).

### Re-activating an Agreement

You cannot re-activate a Service Agreement. A new agreement will need to be signed and implemented, including a new expiration date and all appropriate initial payments.

Having read the fine print, let's activate your plan! Sign below and return all three pages to Datamann, Inc via email to [dst@datamann.com](mailto:dst@datamann.com) or USPS: PO Box 1930, Wilder, VT 05088

\_\_\_\_\_  
Client – Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Datamann – Authorized Signature

\_\_\_\_\_  
Date





**Town & Village of Woodstock**  
**Town Selectboard & Board of Trustees Joint Meeting**  
**January 7<sup>th</sup>, 2025**  
**5:00PM**  
**Town Hall & Zoom**  
**Minutes**

**Draft minutes are subject to approval.**

**Present Selectboard:** Chair Ray Bourgeois, Greg Fullerton, Keri Cole, Laura Powell

**Present Trustees:** Chair Seton McIlroy, Jeffrey Kahn, Brenda Blakeman, Frank Horneck, Lisa Lawlor

**Public:** Harry Falconer, Rogar Logan, Jill Davies

**Staff:** Eric Duffy

**Call to order**

**1. Selectboard**

- a. Chair Ray Bourgeois called the Selectboard meeting of January 7th to order at 5:00PM

**2. Trustees**

- a. Chair Seton McIlroy called the Trustee meeting January 7th to order at 5:00PM

**B. Citizen Comments- None**

**C. Additions or Deletions from the Agenda**

**1. Executive Session for the Board of Trustee**

**D. Discussion**

**Two River – Ottawaquechee Regional Commission – Harry Falconer  
Municipal Planning Grant**

Seton McIlroy introduces Harry Falconer, the shared energy coordinator for a consortium of six towns, including Woodstock.

Harry Falconer explained the need for the Town and Village to apply for the Municipal Planning Grant (MPG) program to update the Town plan and Bylaws.

Harry Falconer emphasized the importance of updating the Town Plan's future land use chapter to align with best planning practices.

The MPG application could request up to \$30,000, with a 10% match requirement from the town, totaling \$3,000 match.

The application process involves preparing an RFP and bidding out the project, with Two Rivers likely to bid on the project.

The timeline for the application includes preparing the application by the end of February and submitting it by the end of March, with two years to do all the work.

Seton McIlroy inquired about the cost of the project, and Harry Falconer explained that the final cost will be determined after a work plan is written.

Laura emphasized that the project aligns with joint goals for housing and development, and the changes will not affect Town or Village boundaries.

The grant will need to be approved by the Selectboard, Trustees and Planning Commission.

#### **FY 26 Budget Discussion**

Eric Duffy opened the budget discussion, noting that the Selectboard has not made any changes affecting the village budget.

Jeffrey Kahn mentioned increasing the endowment fund allocation from 4.2% to 5% and a 2% increase in the budget.

Roger Logan suggested looking at the town and village police budget and questions the efficiency of having a separate police force.

#### **E. Vote**

##### **Vermont Endowment Trust Fund**

Seton McIlroy introduced the next item on the agenda, a vote about the Vermont Endowment Trust Fund.

Eric Duffy and Jill Davies discussed the history and current policy of the fund, which is managed together by the town and village.

Jill Davies recommended increasing the disbursement from the fund from 4.2% to 5% to ensure sustainability.

Motion: by Seton McIlroy for FY26 budget for the village, change the allocation for the Woodstock Vermont Endowment Trust Fund to 5%

Seconded: by Jeffrey Kahn

Vote: 4-0-0, passed

Motion: by Keri Cole for FY26 budget for the town, change the allocation for the Woodstock Vermont Endowment Trust Fund to 5%

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Eric Duffy thanked Jill Davies for all her hard work.

#### **F. Other Business - None**

#### **G. Adjournment**

##### **1. Selectboard**

Motion: by Greg Fullerton to adjourn the meeting at 5:31 PM

Seconded: by Laura Powell

Vote: 4-0-0, passed

#### **H. Executive Session 1 V.S.A 313**

Motion: By Chair Seton McIlroy to enter Executive Session 1 V.S.A 313 (5:31PM)

After finding that premature general public knowledge clearly places the public body for a person involved at a disadvantage

Seconded: Jeffrey Kahn

Vote: 4-0-0 passed

Returned at 6:19PM

**I. Adjournment**

**1. Trustees**

Motion: by Seton McIlroy to adjourn the meeting at 6:19PM

Seconded: by Jeffrey Kahn

Vote: 4-0-0, passed

*Respectfully submitted,  
Kitty Mears Koar*

