

Town of Woodstock
Selectboard Meeting
March 24th, 2025
6:00PM
Town Hall & Zoom
Agenda

- A.** Call to order
- B.** Additions to & deletions from posted agenda
- C.** Citizen Comments
- D.** Manager's Report
- E.** Public Hearing
 - Keystone Block
- F.** Vote
 - Liquor License
 - South Woodstock Community Partnership, LLC – 1st Class, 3rd Class
 - F.H. Gillingham & Sons, Inc. – 2nd Class
 - Conditional vote on Bytes contract for the WoodstockVt.com
 - Appointment of Town Assessors
 - Small system capacity and resiliency program 2025 loan
 - Purchase of New Truck for Highway Department
- G.** Discussion
 - Bookstock – Use of Mon Vert Mini Trailer
 - South Woodstock Wastewater Plant
 - Housing Update – Trina Tolliver
 - Discussion on economic development director position
 - Reserve Fund Guidelines
 - Conversation on EDC's Role
 - WAC Update
 - MPG Resolution
 - Agenda Calendar for the Year
 - Retail Marijuana
- H.** Executive Session 1 V.S.A 313
- I.** Approval of Minutes
 - 02.18.25 03.07.25
 - 02.19.25 03.11.25
 - 02.25.25 03.14.25
 - 03.05.25
- J.** Adjournment

Zoom

The link to join us is

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEE0MzJaMlBKeHJPUjB6QT09>

or from zoom.us you can enter these details to join the meeting

Meeting ID: 847-8240-6503

Password: 247624

You can also download the Zoom app on your smartphone



Application ID: DLL - Application - 53210
Application for: First Class Restaurant/Bar License
Category of Business: First Class

Business/ Entity Information

Business/ Entity Name:
South Woodstock Community Partnership, LLC

Business ID:
0009359

Business Address:
,
,

Entity Type:
Limited Liability Corporation

Phone:
802-457-1473

Management Type if LLC:

Email:
rajanad@kedronvalleyinn.com

People Information

- **Person:**
Rajana A Dion

Business Role:
Registered Agent

Email:
rajanad@kedronvalleyinn.com

Business Address:
,
,

US Citizen?

Political Position

Phone:

Name: Rajana A Dion

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Do you lease this Premises:

Kedron Valley Inn

Location Address:

4778 South Road,
South Woodstock, Vermont 05071

Local Jurisdiction/ Town Clerk:

Woodstock

Health License:

Food:14686

Lodging:14687

Vermont Tax Department:

MRT-10889305

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

First Class

License Number:

LP-035042

Licensee Name:

Kedron Valley Inn

License Status:

License Active - Renewal in Process

Licensee Address:

4778 South Road ,
South Woodstock, Vermont 05071

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-16331	Health License	South Woodstock Community Partnership, LLC
D-16332	Health License	South Woodstock Community Partnership, LLC
D-16416	Lease or proof of ownership	South Woodstock Community Partnership, LLC
D-16417	Meals & Rooms Tax Certificate	South Woodstock Community Partnership, LLC

Payment and Acknowledgement

Signed by:

Rajana A Dion

State of Vermont / DLL Application Fee:

115.00

Date of Submission:

2025-02-14 15:31:54

State of Vermont / DLL Payment Status:

Local Application Fee:

115

Local Control Payment Status:

false



Application ID: DLL - Application - 53497
Application for: Third Class Restaurant/Bar License
Category of Business: Third Class

Business/ Entity Information

Business/ Entity Name: South Woodstock Community Partnership, LLC
Business ID: 0009359
Business Address:
Entity Type: Limited Liability Corporation
Management Type if LLC:
Phone: 802-457-1473
Email: rajanad@kedronvalleyinn.com

People Information

- **Person:** Rajana A Dion

Business Role: Registered Agent
Business Address:
Phone:
Email: rajanad@kedronvalleyinn.com
US Citizen?
Political Position
Name: Rajana A Dion
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name: **Do you lease this Premises:**

Kedron Valley Inn

Location Address:

4778 South Road,
South Woodstock, Vermont 05071

Local Jurisdiction/ Town Clerk:

Woodstock

Health License:

Food:14686

Lodging:14687

Vermont Tax Department:

MRT-10889305

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

Third Class

License Number:

LP-035043

Licensee Name:

Kedron Valley Inn

License Status:

License Active - Renewal in Process

Licensee Address:

4778 South Road ,
South Woodstock, Vermont 05071

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-16331	Health License	South Woodstock Community Partnership, LLC
D-16332	Health License	South Woodstock Community Partnership, LLC
D-16416	Lease or proof of ownership	South Woodstock Community Partnership, LLC
D-16417	Meals & Rooms Tax Certificate	South Woodstock Community Partnership, LLC

Payment and Acknowledgement

Signed by:

Rajana A Dion

State of Vermont / DLL Application Fee:

1095.00

Date of Submission:

2025-02-19 15:36:54

State of Vermont / DLL Payment Status:

Local Application Fee:

0

Local Control Payment Status:

false



Application ID: DLL - Application - 53528
Application for: Second Class License
Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name:
F. H. Gillingham & Sons, Inc.

Business ID:
0063335

Business Address:
16 Elm Street,
Woodstock, Vermont 05091

Entity Type:
Business Corporation

Phone:
802-457-2100

Management Type if LLC:

Email:
jirehsr@gmail.com

People Information

- **Person:**
Jireh Billings

Business Role:
Business Principal

Email:
jirehsr@gmail.com

Business Address:
16 Elm Street,
Woodstock, Vermont, 05091

US Citizen?
Yes

Phone:
(802) 457-2100

Political Position

Name: Jireh Billings

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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- **Person:**
Frank Billings

Business Role:

Business Principal

Email:

frankbillings@gillinghams.com

Business Address:16 Elm ST,
Woodstock, Vermont, 05091**US Citizen?****Political Position****Phone:**

Name: Frank Billings

Office:**Jurisdiction:****Violations:**

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail**Location Name:**

F. H. Gillingham & Sons, Inc.

Do you lease this Premises:**Location Address:**16 Elm Street,
Woodstock, Vermont 05091**Health License:**

Food:

Lodging:

Local Jurisdiction/ Town Clerk:

Woodstock

Vermont Tax Department:**Education Details****Student Name:**

Jireh Billings

Training Completion Date:

Mon Jan 27 00:00:00 GMT 2025

Mode of Training:

DLC Online Training

Type of Training:

Second Class (Off Premise)

Foundational License (if applicable)**License Type:**

Second Class

License Number:

LP-011829

Licensee Name:

F. H. Gillingham & Sons, Inc.

License Status:

License Active - Renewal in Process

Licensee Address:16 Elm Street ,
Woodstock, Vermont 05091**License Start Date:****License End Date:****Documents Attached**

Name	Document Type	Assosicated With
D-02454	Federal Employee Identification #	F. H. Gillingham & Sons, Inc.

Payment and Acknowledgement

Signed by:

Jireh Billings

State of Vermont / DLL Application Fee:

70.00

Date of Submission:

2025-02-19 18:17:28

State of Vermont / DLL Payment Status:

Local Application Fee:

70

Local Control Payment Status:

false



Website Redesign for WoodstockVT.com

Prepared for:

Greta Thomas Calabrese
gjthom@gmail.com
WoodstockVT.com

Prepared by:

Abigail Turner
abby@bytes.co
Bytes.co

Cover Letter

Dear Greta Thomas Calbrese, Beth Finlayson, and Jessica Kirby,

I am writing to express Bytes.co's interest in working on the WoodstockVT.com Website Redesign. Having thoroughly reviewed the RFP, we are confident in our team's ability to deliver an exceptional solution that meets your needs and exceeds your expectations.

We understand that the primary goal is to create a refreshed, user-friendly website that serves as an engaging hub for visitors, prospective residents, and the local community. From integrating dynamic features such as an intuitive events calendar to ensuring accessibility and SEO best practices, we are well-equipped to deliver a solution that meets your objectives and grows with WoodstockVT.com's evolving needs.

With over 12 years of experience designing and developing websites that combine functionality with beautiful design, Bytes.co has worked with organizations across Vermont, New England, and beyond to achieve measurable results. Our team has successfully completed projects requiring accessible, responsive designs and robust CMS functionality tailored for non-technical users—skills that are central to the success of this project.

At Bytes.co, we believe in a collaborative approach, treating our clients as true partners. By combining your deep knowledge of Woodstock with our expertise in website development and digital marketing, we can work together to develop the most effective strategy for your goals. This partnership ensures the best possible results.

We're excited about the chance to work with you on WoodstockVT.com and help it connect with your audiences while showcasing everything that makes Woodstock so special. If you have any questions or require further details, I am available at 802-448-4001 ext 713 or abby@bytes.co.

Thank you for your consideration. We look forward to the possibility of working together on this exciting project!

Warm regards,
Abby Turner & The Bytes.co Team

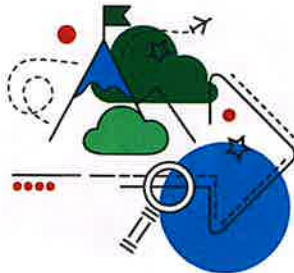


Your dedicated Team of Subject Matter Experts

We work hard. We solve problems. We are committed to our core values.

At Bytes.co, we don't just build websites or run digital marketing campaigns—we solve real business challenges. We're a team of dedicated problem solvers who meet you where you are, listen to your needs, and craft digital strategies that drive measurable growth. Think of us as an extension of your marketing team, guiding you every step of the way with transparency, creativity, and a focus on results. We're here to help you succeed, because when you win, we win—together.

Driven by Your Success: Why We do What we Do



Our Mission

To design websites and craft digital marketing strategies that elevate the online presence of our clients and amplify their societal impact.



Our Vision

We envision a future where our digital expertise serves as a catalyst for change, empowering businesses committed to making the world a better place. We aspire to be the digital cornerstone for organizations that embrace their responsibility to conduct business for good.



Core Values

- **Respect**
- **Transparency**
- **Commitment**



Discover what makes Bytes.co the right partner for your Business



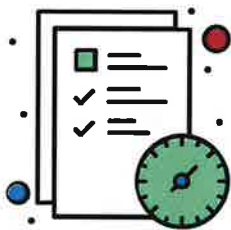
Curious about what it's like to work with us before fully diving in? In this video, we share our journey—from the early days of two dudes building websites in a garage to becoming your trusted partner in web design and digital marketing. You'll see how our experience and dedication to client success drive everything we do. Take a look and explore how we can work together to help your business thrive.

We Can't Wait to work with you!

Turn Visitors into Opportunities

Proven 5-Phased Approach to Creating High-Performing Websites

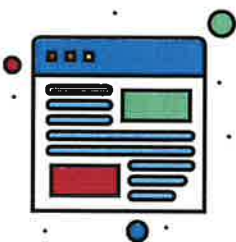
Our development process is designed to keep users at the center and collaboration at the core. From discovery to launch, we focus on making sure every step is transparent and seamless, so you always know what to expect. This ensures that we deliver a high-performing site that not only is stunning, it converts your site visitors into real opportunities.



Discovery & Planning Begins April 2025

We ask questions...a lot of questions. The result is a comprehensive project plan articulating the website vision and development approach to ensure the best possible solution.

- Project kickoff + discovery sessions as needed
- Website questionnaire to dive into the project details
- Recommended sitemap
- Content strategy defined
- Project plan with defined user acceptance criteria
- Project timeline with key milestones



Design Begins May 2025

Form and function join forces to begin shaping the project plan into visual drafts of the new site. This keeps stakeholders aligned on (and excited about!) what's to come.

- Website style guide
- Theme Selection



Development & QA

Begins June 2025

Our development team builds a new website that meets specs and is on time and budget. Clients review progress at specified checkpoints to ensure the project unfolds as envisioned.

- Opportunities to review key templates, provide feedback, and make adjustments
- Website training
- User acceptance testing (QA)
- Fully functioning staging link for review and feedback



Review

Begins July 2025

Final review is completed, remaining adjustments are made to the website, and a launch plan is established so all stakeholders are looped in and ready to go live.

- Site performance and site speed is optimized
- Final QA and final accessibility testing
- Launch preparation



Launch & Maintain

Launches August 2025

It's go time! We take our websites through our tried and tested launch process to ensure a seamless and transparent experience for all.

- Deploy the website to the live environment
- Conduct a final round of user acceptance testing (UAT) once live
- Monitor the website post-launch for any issues
- Provide worldclass support and website maintenance

*Please note: this timeline reflects our current project schedule and is subject to change depending on when this proposal is accepted. Projects are scheduled in the order of Proposal Acceptance.

Proposal Date: 01/13/2025

This proposal is valid for 90 days



Project Management

Proven Approach to Effectively Managing Website Builds from Start to Finish

To maximize project efficiency and focus our efforts on building a high-quality website, your dedicated Bytes.co Project Manager will work directly with a single point of contact (POC) from Woodstock VT's team to ensure clear, consistent communication.

The Bytes.co Project Manager will guide Woodstock VT's POC through each phase, facilitating critical touch points to keep the project on track. This collaborative approach ensures mutual accountability and a shared commitment to project milestones, allowing us to maintain momentum and meet objectives effectively. The end result, a contemporary and highly functional new website that brings Woodstock VT's vision to life.

Scheduled touch points include:

Video Calls

- Project Kickoff (PM + Woodstock VT)
- Content Planning Call (PM + Woodstock VT)
- 1 Hour Website Training (PM + Woodstock VT)

Email Updates

- Milestone-based updates to keep stakeholders informed



Examples of Our Work



Age Well

Services: Website Redesign, Hosting and Support, Google Ads Management, Search Engine Optimization Management

URL: agewellvt.com

Portfolio URL: bytes.co/portfolio/age-well



Real Maine

Services: Website Redesign

URL: www.realmaine.com

Portfolio URL: bytes.co/portfolio/real-maine



Animal Welfare Society

Services: Website Redesign, Hosting and Support

URL: animalwelfaresociety.org

Portfolio URL: bytes.co/portfolio/animal-welfare-society

Client References



Tracey Shamberger

Director of Public Relations and Business Development
Age Well

TShamberger@agewellvt.org www.agewellvt.org

Services Provided: WordPress Website Design, Google Ad Management, Search Engine Optimization Management, Hosting and Support



Stephanie Kelley

Marketing Communications Manager

Animal Welfare Society

stephanie@animalwelfaresociety.org |

animalwelfaresociety.org

Services Provided: Website Redesign, Hosting and Support



Ashley Watson

Digital Marketing Specialist

800Response / CallFinder

awatson@800response.com | 800response.com

Services Provided: Website Redesign, Search Engine Optimization Management, Hosting and Support

Objective

The objective of this project is to create a modern, user-friendly, and accessible website for WoodstockVT.com that effectively serves visitors, prospective residents, and the local community while making it easy for the WoodstockVT's team to update and maintain content.

Summary

WoodstockVT.com is the primary digital hub for promoting Woodstock to key audiences, and this redesign aims to elevate its effectiveness and usability. The new website will provide a refreshed, visually engaging design with simplified navigation and seasonal flexibility, helping users quickly access essential information about lodging, dining, events, and activities. A focus on usability ensures team members can easily update and manage content using WordPress, a robust, intuitive CMS.

Our Approach

Content Management System (CMS)

Bytes.co will utilize the WordPress Content Management System (CMS) for the new website. We believe this is the best solution for this website for the following reasons:

- User-friendly content management - WoodstockVT will be able to easily manage their website content without needing help from a developer
- Functional Capabilities - As the number one CMS on the web, WordPress has a large community of developers who have built highly capable and supported Plugins that we can utilize to build the desired functionality on the website. This will eliminate the amount of customizations, providing a more economical solution for WoodstockVT.
- Scalability - with the unlimited number of plugins and support, WoodstockVT will be able to scale their website as needed over time.

Additionally, Bytes.co will use [Gutenberg](#) to build out the pages of the new site. Gutenberg is WordPress's modern block editor that allows us to create and customize content using a modular, drag-and-drop interface. Gutenberg's flexibility allows for seamless integration

of various content types, ensuring that websites are both visually appealing and highly functional. Its ongoing updates and integration with WordPress ensure long-term support and compatibility with the latest web standards.

Design

The new WoodstockVT website will feature a clean, professional, mobile-friendly, and welcoming aesthetic that ultimately exemplifies the unique character and charm of WoodstockVT.

Bytes.co will work with WoodstockVT to find a WordPress theme that matches the aesthetic they are looking for. To ensure a cohesive and polished final product, Bytes.co will incorporate WoodstockVT's branding guidelines including their fonts, colors, and logo. Bytes.co will make small, targeted CSS adjustments to tailor the design to WoodstockVT and utilize pre-built page templates to guide the page layouts.

Content

Our approach to content will incorporate an automated migration from Drupal to WordPress while focusing on optimizing, organizing, and presenting information in a user-friendly and accessible way.

Content Migration Plan

To streamline the transition, we will use the [FG Drupal to WordPress](#) plugin, a tool that efficiently handles the bulk of the migration. This process includes:

- Installing and configuring the plugin to migrate all relevant content such as pages, posts, categories, tags, and media.
- Reviewing the transferred content to ensure accuracy and completeness.

Once the migration is complete, the content will undergo an audit and curation process. We will prioritize retaining high-value content, such as SEO-critical pages, relevant blog posts, and event listings. Outdated or redundant content will be removed, with appropriate redirects implemented to avoid broken links and mitigate impact to SEO rankings.

Content Organization and Navigation

We will restructure the website's navigation and rethink the user journey to meet user needs and actions, grouping content into intuitive categories. This structure ensures quick access to key information while highlighting seasonal updates and featured content.

1. Organize Content by User Group Needs & Actions

1. Create sections that speak to what a user needs to do and find on the website. For example, "Things to Do", "Plan My Trip", "Live & Work". This reduces confusion and helps user groups find what they need faster. (See [Big Sky](#) for example)



2. Prioritize Actionable Links

1. Use action-oriented language for navigation links (e.g., "Plan Your Trip" instead of "Visitor Info") to encourage engagement and set expectations for the content behind the link. (See [Park City](#) for example)

3. Leverage the Utility Navigation and Footer

1. Place links to specific utility-like pages like "Meetings" and "Businesses" in the utility navigation. We're trained to look there for pages like these and other city/town sites take this approach. It keeps the main navigation focused on broader groupings while still giving a user with specific needs a place to go in one click. (See [Charlotte](#) for example)
2. Build out the footer, aka the "Panic Room" of websites. This should be a repeat of the main navigation and its sub-pages for quick access. Be sure to include contact information, links to career opportunities and social sites, and a repeat of those utility links for purposeful redundancy and ease of access. (See [Smuggs](#) for example)

4. Use Visuals and Featured Content in Mega Menu

1. Take advantage of the additional space on a mega menu for desktop and include featured content and visuals to engage a user and call out timely information. (See [Yosemite](#) for example)

5. Feature an Enticing Call to Action

1. Are there Special Offers or Seasonal Promos or a Featured Itinerary? Have a single CTA that incentivizes a user to click and engage. This could be used for both locals and visitors alike. (See [Visit Lake Tahoe](#) for example)

Proposal Date: 01/13/2025

This proposal is valid for 90 days



23° F

Roads

Webcams



Stay

Things To Do

Food & Drink

Events

Plan My Visit

Special Offers

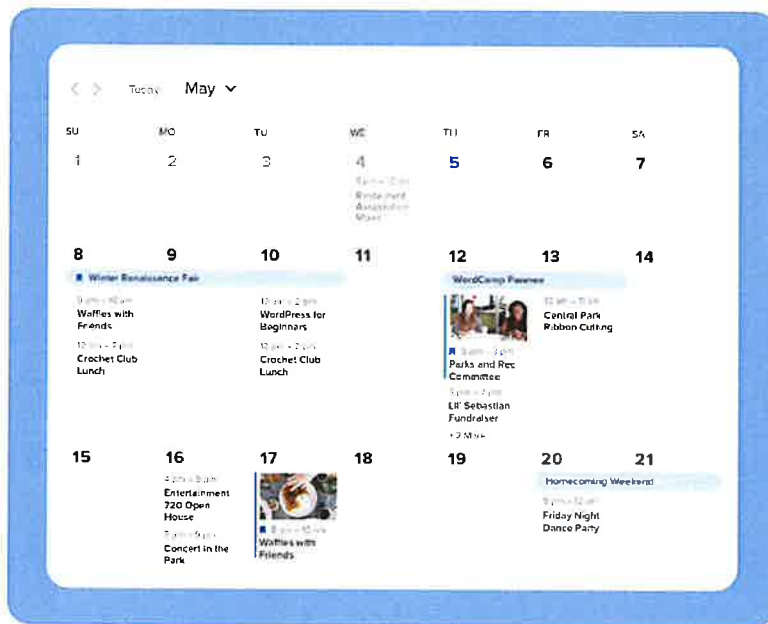


Functionality

It's essential that the new website functions seamlessly for users, providing users with a positive user experience. Bytes.co will utilize proven and reliable third party plugins where necessary to meet WoodstockVT's functional requirements.

Events

We recommend using the [Events Calendar Plugin](#), a robust calendar tool used by thousands of WordPress websites to meet their event needs. This plugin allows users to view the calendar in multiple displays, such as day, month, week, or list, and provides filterable options for easy navigation. Additionally, it supports linking out to external event pages for community-hosted events, ensuring WoodstockVT.com can feature events without duplicating information.



Highlight your events with multiple views.

Month view

A classic calendar view to display a whole month of events.

List view

Day view

Week view

Photo view

Map view

Summary View

For event submissions, we recommend implementing the [Community Events add-on](#) (\$161/year), which allows visitors to request their events be featured. This creates a streamlined process where visitors can fill out a form, and the WoodstockVT team can review and approve the submissions before adding them to the calendar.

Woodstock VT expressed interest in selling tickets on one event per year. Given the complexity of setting up this feature compared to limited frequency of use, we

recommend utilizing a third party tool like [Yapsody](#) or [Eventbrite](#) for this event.

To filter events, Bytes.co will rely on the Events Calendar's out of the box filtering capabilities or use the [Filter Bar plugin](#) (\$111/year) if required.

Custom Post Types

[Post Types](#) in WordPress are a powerful way to organize and display different types of content on a website. For a site like WoodstockVT.com, custom post types can make it easier to manage and showcase specific categories of content such as activities, dining, shopping, etc.

Each post type can have unique fields tailored to the type of content it represents, like hours of operation, contact information, menus, or seasonal availability. This allows the site to display consistent, easy-to-navigate listings for users while simplifying content updates for the team. Custom post types ensure the site remains organized, scalable, and user-friendly.

Pop Up Forms + Ads

WoodstockVT would like to be able to embed pop-up forms for email sign up. Flodesk, WoodstockVT's email newsletter software, has built-in support for creating popup forms by embedding them onto the website. Bytes.co will make use of this functionality.

Additionally, WoodstockVT would like to have popup banners for specific campaigns, events, and/or advertisements. We recommend using [WPFront Notification Bar](#) for this functionality.

User Permissions

WoodstockVT would like to give certain website users (or editors) different access depending on their role. We will use WordPress' out of the box User Role capabilities to setup different users. These are the user roles we anticipate creating:

- Administrators - team members who will have full access to editing the site
- Contributors - team members who can write and manage posts but will not be able to publish them
- Authors ("Business Owners") - community business owners who will be able to manage and publish their own business listing post type.

Dining Hours

Business Owners will have the ability to log in and manage their own business listing, including their hours of operation. On the new dining hours pages, users will be able to filter dining options by day and time.

Basic Search Engine Optimization (SEO)

- Yoast Plugin
- 301 Redirects
- Sitemap Recommendations
- Submit Sitemap to Google
- Add Google Analytics

Accessibility

- Site will be built to meet WCAG Level AA success criteria through the use of automated tools.
- Bytes engineers scan pages and build to accessibility standards during the build process.

- WoodstockVT is provided with training and documentation on how to provide accessible content.
- Once there are 0 recorded scan errors, Bytes.co provides an Accessibility Statement for a "Target of WCAG Level AA" build.
- Any content errors will be detailed and communicated to WoodstockVT for their optional remediation

Assumptions

Design:

- WoodstockVT will be responsible for providing their branding guidelines to Bytes.co.
- Bytes.co will work with WoodstockVT to find a theme that meets their desired design aesthetic.
- Bytes.co will make minor CSS adjustments to the theme where applicable.

Content:

- WoodstockVT will be responsible for providing all new content
- Bytes.co will migrate all content we plan to reuse from Drupal to WordPress. Based on the new navigation and page layouts, there will be manual content mapping required. Bytes.co will remap content to:
 - 10 - 20 of the most important pages
 - Every Archive Page
 - 3 - 5 Blog Posts
 - 2 - 3 Posts for each custom post type
 - 3 - 5 Events
- WoodstockVT will be responsible for helping map content to the remaining pages and posts. Bytes.co will provide WoodstockVT training on how to manage content.
- Not all Events and blog posts will be migrated over to the new site. Woodstock VT will be responsible for reviewing all events and blog posts and determining which ones they would like carried over. Bytes.co's Digital Marketing Team will also review events and blog posts to determine which hold SEO value.
 - The remaining blog posts and events that don't get carried over will be redirected to their respective parent pages "Events" page and "Blog" Archive page.

Functionality:

- Bytes.co will build up to 2 custom post types and 1 native blog.
- WoodstockVT will be responsible for setting up Eventbrite or Yapsody when they require ticketing for their event.
- WoodstockVT is responsible for paying for any third party expenses including but not limited to plugins, apps, software, themes, etc.
 - Bytes.co adds a 25% markup to all third party plugin costs if we manage the billing.
- The pricing for third party plugins outlined in this proposal include Bytes.co's 25% management fee, as we are assuming Bytes.co will manage the billing for these

plugins. If WoodstockVT, would like to buy direct, that is an option.

Budget

Web Design Project Fees

The table below outlines the costs that will be due under this SOW (the "Fee").

One-Time Fees	Rate	QTY	Subtotal
Website Redesign Project	\$33,000.00	1	\$33,000.00
<input type="checkbox"/> One-Time Advanced SEO Project <ul style="list-style-type: none"> Targeted Keyword Research Google Search Console Setup Google Looker Studio Setup Bing Webmaster Tools Setup Google My Business Audit Bing Places Audit/Setup Robots.txt Setup Basic Schema Markup Setup Development & Implementation of Content Optimizations (Headings and Meta Data) for Core Pages Further Content & Technical Optimizations to remaining pages as budget allows. 	\$3,300.00	1	\$3,300.00

Subtotal **\$33,000.00**

Total \$33,000.00

Monthly Hosting & Support Fees

Bytes.co will provide ongoing website support and maintenance services, as set forth in the [Bytes.co Support Policy](#), at an hourly rate of \$150.

Monthly Fees	Price	QTY	Subtotal
Business Hosting <ul style="list-style-type: none"> • Shared Hosting Environment • Storage: 5GB • Visits per Month: ~25,000 • Daily Backups • Access to Bytes.co Support Team • Uptime Monitoring • Free SSL Certificate • Cloudflare DNS • Basic Threat Detection • Content Delivery Network (CDN) • WordPress Core Security Updates • Managed Plugin Updates • 2FA for WordPress Admin Login 	\$169.00	1	\$169.00
Accessibility Monitoring <ul style="list-style-type: none"> • Up to 1000 page scans per month • Access to RAMP for accessibility insights (1 User) • Accessibility Statement 	\$49.00	1	\$49.00
Cloudflare Pro \$35/mo Includes: <ul style="list-style-type: none"> • Fast, easy-to-use DNS • Free automated SSL certificates • Web Analytics • Global CDN (200+ locations) • DDoS attack mitigation • UP to 100K workers requests and 30 scripts • Up to 155 Cloudflare Rules • Automatic Platform Optimization for WordPress • Enhanced security with Web Application Firewall (WAF) and 20 custom WAF rules • DDoS Alerts • Lossless Image optimization • Accelerated mobile page load speed 	\$35.00	1	\$35.00

Subtotal

\$253.00

Total	\$253.00
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Statement of Work

Website Design

This Statement of Work ("**SOW**"), effective as of the date shown below (the "**Effective Date**"), is entered into by and between Burlington Bytes LLC d/b/a Bytes.co ("**Bytes.co**"), a Vermont limited liability company with offices at 7 Kilburn Street, Suite 301 Burlington, VT 05401, and Client identified below ("**Client**"). This SOW forms a part of and is subject to the terms and conditions of that certain Master Services Agreement by and between Bytes.co and Client (as amended from time-to-time, the "**Master Services Agreement**").

Client wishes to purchase from Bytes.co, and Bytes.co wishes to provide to Client, the services described in this SOW, in each case, subject to the terms and conditions of this SOW and the Master Services Agreement.

1. DEFINITIONS. Capitalized terms used but not defined herein will be given the meanings ascribed to them in the Master Services Agreement.

2. WEBSITE HOSTING AND SUPPORT SERVICES. Subject to and in accordance with the terms and conditions of this SOW and the Master Services Agreement, Client hereby engages Bytes.co, and Bytes.co hereby agrees to provide Client the website hosting and maintenance services set forth on Monthly Hosting & Support Fees attached hereto (collectively, the "SOW Services").

3. ACCEPTANCE TESTING. Once Bytes.co has completed the design and development of the Site, Bytes.co shall run the Acceptance Tests. The Acceptance Tests shall test material compliance of the Site with the Deliverables List. Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. Bytes.co shall notify Client when the Acceptance Tests have been passed. If any failure to pass the Acceptance Tests results from a defect which is caused by inclusion of Client Materials in the Site, an act or omission of Client, or by one of Client's sub-contractors or agents, as determined by Bytes.co in its sole but reasonable discretion (each, a "Non-Bytes.co Defect"), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Bytes.co Defect. Bytes.co may provide assistance reasonably requested by Client in remedying a Non-Bytes.co Defect by supplying additional services or products pursuant to a Change Order. Client shall pay Bytes.co in full for all such additional services and products at Bytes.co's then current fees and prices. Acceptance of the Site shall also be deemed to have taken place if Client uses any part of the Site for any purposes other than testing purposes, including any revenue-generating purposes or to provide any services to third parties.

4. WEBSITE CONTENT. Client acknowledges that Bytes.co has no control over any content placed on the Site by Client or any third parties and does not purport to monitor the content of the Site. Bytes.co reserves the right to remove content from the Site where it reasonably suspects such

content is Inappropriate Content. Bytes.co shall notify Client if it becomes aware of any allegation that content on the Site may be Inappropriate Content. Client shall indemnify Bytes.co against all damages, losses and expenses arising as a result of any action or claim that Client Materials or any other material posted to, or linked to, the Site constitutes Inappropriate Content. In addition, it is Client's obligation to ensure compliance of the Client Materials and the Site with all privacy laws and regulations, and Client shall indemnify Bytes.co against all damages, losses and expenses arising as a result of any action or claim that [Client Materials](#), the Site or any other material posted to, or linked to, the Site violate privacy laws or regulations.

5. INTELLECTUAL PROPERTY RIGHTS. Subject to Client's compliance with the terms and conditions of this SOW and the Master Services Agreement, including payment of all amounts due to Bytes.co in connection herewith and therewith, Bytes.co hereby grants Client a limited, non-transferable, non-assignable, non-sublicensable, license, under Bytes.co's IP Rights, to use the documents, data, know-how, methodologies, software, and other materials developed by Bytes.co in connection with providing the SOW Services and incorporated into the Site (the "Developed Materials") solely in connection with the operation and maintenance of the Site. Bytes.co and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Developed Materials, including all IP Rights therein. In the event of a conflict between the provisions of this Section 7 and Section 6 of the Master Services Agreement, the provisions of this Section 7 shall govern.

6. DEFINITIONS: For purposes of this SOW, the following terms shall have the following meanings:

6.1. "Acceptance" means the acceptance of the Site pursuant to Section 3.

6.2 "Acceptance Tests" means the tests carried out on the Site by Bytes.co to test compliance of the Site with the Site Specifications. Such tests may be further described in the Deliverables List or Project Overview.

6.3. "Inappropriate Content" means Client Materials or content posted on the Site by Client or any third party that violates applicable laws or regulations or infringes third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party IP Rights).

6.4. "SOW Services" means the website design and development services set forth on Project Overview to this SOW.

6.5. "Site Specifications" means the design, content, features, functionality, and/or technical specifications for the Site set forth in the Project Overview of this SOW.

6.6. "Deliverables List" means the project roadmap which determines the precise scope of work, timeline, and Acceptance Tests, which is to be developed by a Bytes.co Project Manager.

6.7. "Site" means the website to be designed and developed by Bytes.co hereunder.

Terms and Conditions

A deposit of 25% of the Fee is due upon signature of this SOW (the "Deposit"). The remainder of the Fees will be billed in 4 equal monthly installments. In the event of a project cancellation by Client, a fee of 10% of estimated project value may be applied in addition to any billable hours worked against approved project budget. In the event that Bytes.co determines that additional time will be needed to complete the Project, it will notify Client, and the parties agreement regarding such overage shall be set forth in a Change Order as provided in Section 2.3 of the Master Services Agreement. Any payment for such overages shall be invoiced upon completion of the Project on net 14 terms or as otherwise set forth in the Change Order. In the event the parties are unable to agree to a Change Order for such additional time, Bytes.co may elect to terminate this SOW upon 30 days written notice to Client.

TERM. The term of this SOW will commence on the Effective Date and, unless terminated sooner in accordance with the Master Services Agreement, shall continue on a month-to-month basis until such time as either party terminates this SOW on 30 day prior written notice to the other party.

Ready to Roll? Let's Do This!

Next Steps

1. Request any required revisions to the proposal.
2. If none, sign and date below.
3. Bytes.co will send an invoice for 25% of One-Time Fees.

Acceptance

☐ I have read and agree to the terms of the [Bytes.co Master Services Agreement](#).

		Effective Date:
Greta Calabrese - Woodstock Economic Development Commissioner WoodstockVT.com		
Abigail Turner - Sales Manager Bytes.co	<i>Abigail Turner</i>	02 / 25 / 2025

Questions or Comments? Get in touch with Abigail: 802-448-4001 ext 713 or abby@bytes.co

RESOLUTION AND CERTIFICATE
SMALL SYSTEM CAPACITY & RESILIENCY PROGRAM
2025 LOAN
March 20, 2025

WHEREAS, in connection with its acquisition and intended operation of the water system assets of the Woodstock Aqueduct Company, including the waterline presently traveling the length of the Elm Street Bridge (“Elm Street Bridge Line”), the Town of Woodstock (“Town”), with the assistance of qualified engineers, has evaluated the condition and operational sufficiency of th Elm Street Bridge Line; and

WHEREAS, the Town has determined that upon acquisition of the water system assets of the Woodstock Aqueduct Company the Elm Street Bridge Line should be immediately disconnected and removed and a new line, running along the lower portion of the bridge deck, should be installed and connected to assure adequate water service and pressure to customers of the Town’s newly acquired water system in the vicinity of the Elm Street Bridge; and

WHEREAS the voters of the Town have, over the recent past, authorized the acquisition by the Town of the water system assets of the Woodstock Aqueduct Company and authorized the Town to issue general obligation debt to fund the replacement of the Elm Street Bridge Line in an amount not to exceed \$800,000.00; and

WHEREAS the Town applied to the Vermont Bond Bank (“VBB”) for a Small System Capacity & Resiliency Program (“SCRP”) loan to finance the replacement of the Elm Street Bridge Line in the original principal amount of \$800,000.00; and

WHEREAS, VBB has agreed to make a SCRП loan to the Town in the original principal amount of EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00) on terms and conditions favorable to the Town (“SCRП Loan”); and

NOW THEREFORE, BE IT RESOLVED that it is determined to be necessary and in the public interest that bonds or notes of the Town in the original principal amount of EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00) be issued to finance the replacement of the Elm Street Bridge Line, and that a note evidencing the SCRП Loan dated as of April 9, 2025 (“Note”) shall mature on the date or dates, bear interest at the rate or rates, and be governed by the terms and conditions specified in the Note and the related Loan Agreement between the Town and VBB dated April 9, 2025 (“2025 Loan Agreement”); and

BE IT FURTHER RESOLVED that the execution and delivery of the 2025 Loan Agreement and the Note, each in the form attached hereto, and all other documents required by VBB as a condition for making the SCRП Loan, all as presented to the Selectboard at this meeting (“Other Documents”) are hereby approved and authorized and the Selectboard shall proceed forthwith to cause the 2025 Loan Agreement, the Note and the Other Documents to be executed by the respective elected official or officials or Town officer as specified, on the terms and conditions stated in each, and delivered to the VBB; and

BE IT FURTHER RESOLVED that the 2025 Loan Agreement, when issued and delivered pursuant to this Resolution and Certificate, when and if validly executed by VBB, and the Note when issued and delivered pursuant to law and this Resolution and Certificate, shall respectively be the valid and binding general obligation of the Town, and the Note shall be payable according to law and the terms and tenor thereof, from unlimited *ad valorem* taxes on the grand list of all taxable property of the Town as established, assessed, apportioned; and

BE IT FURTHER RESOLVED, that in addition to all other taxes and other bonds issued by the Town also to be repaid from taxes, or any bond or bonds issued to refund or replace the same, and the interest thereon, annually there shall be assessed and collected in the manner provided by law until the Note, or any bond or bonds issued to refund or replace the same, and the interest thereon, are fully paid, a tax, user fee, charge or assessment sufficient to pay the interest on the Note or bonds and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED, that SP&F Attorneys, P.C., bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the Selectboard or its designated officers; and

BE IT FURTHER RESOLVED that all acts and things heretofore done by the lawfully constituted officers of the Town, and any and all acts or proceedings of the Town and of its Selectboard in, about or concerning the acquisition and upgrading and improvement of the water system assets of the Woodstock Aqueduct Company hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed; and

And we, the undersigned officers, as indicated, comprising the Selectboard of the Town hereby certify that we as such officers have signed the Note, payable as aforesaid, and that it is issued under and pursuant to the authority vested in us by Chapter 53, Title 24 Vermont Statutes Annotated.

And we hereby further certify that we are the duly chosen, qualified and acting Selectboard of the Town as undersigned; that the Note is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We further certify that no litigation is pending or threatened affecting the validity of the Refunding Note nor the levy and collection of taxes, charges, or assessments to pay it, nor the works of acquiring and upgrading and improving the water system assets of the Woodstock Aqueduct Company, and that neither the corporate existence of the Town nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this Resolution and Certificate were proposed, considered, and approved in a public meeting duly called, noticed, and held in compliance with all applicable open meeting, public records access, and public procurement, bid and solicitation statutes.

Dated at Woodstock, Vermont this 20th day of March 2025.

TOWN OF WOODSTOCK SELECTBOARD

Ray Bourgeois, Chair

Susan Ford, Vice Chair

Keri Cole

Greg Fullerton

Laura Powell

ATTEST:

F. Charles Degener, III
Town Clerk

WOK25-004 SCRIP Tier I Loan Resol & Certif 25-03-12.docx

Loan Agreement
Small System Capacity and Resiliency Program (SCRP)

This LOAN AGREEMENT (the “**Loan Agreement**”), dated April 9, 2025 (the “**Closing Date**”), is between the VERMONT BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont (the “**State**”) exercising public and essential governmental functions and doing business as the Vermont Bond Bank (the “**Bond Bank**”), created pursuant to the provisions of Chapter 119 of Title 24 of the Vermont Statutes Annotated (the “**Act**”), having its principal place of business at Burlington, Vermont, and the Town of Woodstock, a Vermont municipality as defined in the Act, having its situs in Windsor County, State of Vermont (the “**Borrower**”).

WHEREAS, pursuant to the Act, the Bond Bank is authorized to make loans of money to Governmental Units (as defined in the Act) and to purchase Municipal Bonds (as defined in the Act) evidencing such loans;

WHEREAS, the Borrower is a Governmental Unit and, pursuant to the Act, is authorized to accept a loan from the Bond Bank, which loan shall be evidenced by a municipal note or notes or other evidence of debt duly issued by it and purchased by the Bond Bank;

WHEREAS, the Borrower has voter authorization to acquire the water system assets of Woodstock Aqueduct Company (“Water System”) and bonding authority approved by the voters to facilitate certain capital improvements to the Water System, including replacement of the existing waterline crossing the so-called Elm Street Bridge with a new waterline to be installed under the bridge (“Project”); and

WHEREAS, it is necessary for the Borrower to borrow money on the credit of the Borrower to fund the Project; and

WHEREAS, the Borrower has applied to the Bond Bank for, and requested that the Bond Bank make, a loan (the “**Loan**”), in the aggregate principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) (the “**Loan Amount**”), which Loan is evidenced by a single duly authorized General Obligation Note in the form attached as **Exhibit B** hereto (the “**Borrower Note**”), maturing in installments on the dates, in the estimated amounts and bearing interest at the rates, all as set forth in **Exhibit A**.

NOW, THEREFORE, the parties agree as follows:

Section 1. Representations and Warranties. The Borrower hereby represents and warrants to the Bond Bank as follows:

(a) The Borrower is a Governmental Unit within the meaning of the Act, with full legal right and authority under the general laws of the State of Vermont applicable to it to authorize, execute and deliver this Loan Agreement and the Borrower Note.

(b) The Borrower has duly and validly authorized the execution, delivery and adoption, as applicable, of this Loan Agreement, the Borrower Note, and all other certificates and agreements delivered in connection herewith (including the documents set forth under

Section 6(a) of this Loan Agreement) (together, the “**Documents**”), and all approvals, consents, and other governmental or corporate proceedings necessary to make the Documents the legally binding obligations of the Borrower that they purport to be, in accordance with their respective terms, have been obtained or made.

(c) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Bond Bank in writing, is pending or, to the knowledge of the authorized officer(s) of the Borrower executing this Loan Agreement, threatened (1) seeking to restrain or enjoin the execution, delivery and adoption, as applicable, of the Documents or (2) contesting or affecting the validity of the Documents, or the power of the Borrower to assess and collect taxes to repay the Loan and all other costs and expenses of any Project, if any; and neither the corporate existence of the Borrower nor the title(s) to office(s) of the authorized officer(s) of the Borrower executing the Documents is being contested.

(d) The authorization, execution, delivery and adoption, as applicable, of the Documents, and performance of each thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Borrower is a party or by which it or any of its properties is bound.

(e) The Borrower Note, when executed and delivered, will be a valid general obligation of the Borrower, the payment of which its full faith and credit are and will be pledged, enforceable in accordance with its terms, the terms of the terms of this Loan Agreement, and the terms of the Act and Title 24, Chapter 53 of Vermont Statutes Annotated (the “**Municipal Finance Law**”), and payable as to principal, premium, if any, and interest (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Borrower.

(f) The Borrower represents that all information it has provided in connection with the Loan, the Loan application, and the Documents and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best knowledge of the Borrower and its officers. The Borrower further represents that it has disclosed to the Bond Bank all information material to the Loan.

(g) The undersigned officer(s) of the Borrower is/are duly charged and responsible for issuing the Borrower Note.

Section 2. The Loan

(a) On the terms and conditions provided herein, the Bond Bank hereby agrees to make the Loan to the Borrower and the Borrower agrees to accept the Loan and, to evidence the Loan, the Bank agrees to purchase the Borrower Note from the Borrower and the Borrower agrees to issue and sell the Borrower Note to the Bond Bank at a price equal to the Loan Amount.

(b) The Borrower Note shall mature and be payable on the dates and in the principal amounts, and shall bear interest from the date of delivery thereof to the Bond Bank at the rates, all as set forth in the schedule shown in **Exhibit A**.

(c) For the avoidance of doubt, each payment made by or for the account of the Borrower under this Loan Agreement shall satisfy the corresponding obligation of the Borrower to pay the principal and interest, if any, then due on the Borrower Note, as the same becomes due on the applicable payment dates therefore, and each payment of principal and interest made by the Borrower on the Borrower Note, shall satisfy the obligation of the Borrower to pay the corresponding payment then due hereunder.

(d) The obligation of the Borrower to pay on each payment date the principal, interest, premium, and any other amounts payable due under this Loan Agreement and the Borrower Note is a general obligation of the Borrower, payable (to the extent not paid from other sources) from unlimited ad valorem taxes on the grand list of all taxable property within the territorial limits of the Borrower as established, assessed and apportioned by law.

Section 3. Disbursements. After closing, the Borrower shall submit requisitions to the Bond Bank, in the form attached hereto as **Exhibit C**. The Borrower shall certify to the Bond Bank the name(s) and the title(s) of the person(s) authorized to execute and submit such requisition.

Section 4. Payments

(a) The Borrower shall make funds sufficient to pay principal and interest as the same become due to the Bond Bank on the 1st of each April and October as set forth on the payment schedule attached as **Exhibit A**.

(b) The Borrower is obligated to pay fees and charges to the Bond Bank within thirty (30) days of demand by the Bond Bank, as provided in the Act.

(c) All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank.

(d) Except as otherwise provided in Section 8(d) hereof, all such payments made by the Borrower hereunder shall be applied, first, to the interest, if any, on the Loan then due and payable, second, to the principal amount of the Loan then due and payable, and, third, to the fees and charges of the Bond Bank, if any. Any portion of a payment not paid in full when due shall bear interest hereunder until paid at twelve percent (12%) per annum as provided in the Act.

(e) The Borrower shall provide to the Bond Bank, at least sixty (60) days prior to the first payment date for principal or interest on the Loan the name(s) and the title(s) of the person(s) at the Borrower to whom invoices for the payment of interest and principal should be addressed. Such invoices shall continue to be sent to such person(s) at the Borrower unless the Borrower notifies the Bond Bank at least sixty (60) days prior to any payment date of any change.

Section 5. Prepayments

(a) The Loan may be prepaid by the Borrower prior to maturity with the prior written consent of the Bond Bank.

(b) Unless the Bond Bank shall otherwise agree, any prepayment hereunder of less than all of the principal amount of the Loan, shall be applied to reduce the principal balance of the Loan without amendment to the regular combined payment amount set forth in **Exhibit A** attached hereto.

Section 6. Closing

(a) The obligation of the Bond Bank to make and fund the Loan is expressly conditioned upon the receipt by the Bond Bank simultaneously with the delivery of this Loan Agreement of the following, each in form and substance satisfactory to the Bond Bank:

- (i) the executed Borrower Note (**Exhibit B**);
- (ii) an unqualified opinion of bond counsel to the Borrower satisfactory to the Bond Bank in the form of **Exhibit D**;
- (iii) an executed receipt in the form of **Exhibit E**;
- (iv) an executed Treasurer's Certificate in the form of **Exhibit F**;
- (v) an executed certificate regarding ongoing reporting in the form of **Exhibit G**;
- (vi) a completed Appointment of Authorized Representatives in the form of **Exhibit I**;
- (vii) copies of such resolutions and certificates and related information, prepared by bond counsel to the Borrower evidencing the valid authorization, execution and delivery of the Borrower Note; and
- (viii) any additional certificates or documents in connection with the making of the Loan that may be reasonably requested by the Bond Bank.

Section 7. Particular Covenants of the Borrower. For so long as the Loan is outstanding, the Borrower covenants and agrees that it will comply with the following provisions.

(a) The Borrower shall comply with all terms and conditions of this Loan Agreement including, without limitation, all additional terms, conditions or other provisions, if any, contained in **Exhibit G**.

(b) The Borrower shall provide to the Bond Bank annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor's report on the financial statements of the Borrower. In addition, within thirty (30) days following a request by the Bond Bank, the Borrower agrees to furnish the Bond Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bond Bank may request.

(c) In addition, the Borrower agrees to notify the Bond Bank within ten (10) days of the occurrence of any notice event which has or may have a material adverse effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in the Documents.

Section 8. Events of Default and Remedies

(a) The occurrence of any of any one or more of the following events shall constitute, and is defined to be, an “**Event of Default**” hereunder and the Borrower Note:

(i) if the Borrower shall fail to pay when due all or any part of any installment of principal or interest payable hereunder and the Borrower Note;

(ii) if the Borrower shall fail to perform and observe any other covenant, agreement or condition on its part provided in this Loan Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the Borrower by the Bond Bank; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute an Event of Default hereunder if (1) corrective action satisfactory to the Bond Bank is instituted by the Borrower within such period, (2) such corrective action is diligently pursued until the failure is remedied, and (3) the Borrower delivers a written update as to the status of such corrective action at least once every 30 days until the failure is remedied;

(iii) if any representation or warranty made by or on behalf of the Borrower in the Loan Agreement or in any loan application or Bond Document shall prove to have been incorrect or to be misleading in any material respect as and when made;

(iv) if (x) an order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Borrower, (b) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (c) assuming custody or control of the Borrower, under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree; (y) the Borrower (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, or (d) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Borrower; or (z) legislation shall be enacted by the State of Vermont (a) appointing a receiver or trustee for the Borrower, (b) assuming custody or control of the Borrower, or (c) providing for a moratorium upon the payment of the principal of or interest on the Loan or the Borrower Note; and

(v) if the Borrower shall fail to pay when due (whether at maturity or upon redemption or otherwise) any principal of or interest on any indebtedness of the Borrower for borrowed money, other than the Loan and the Borrower Note.

(b) In addition to its other remedies provided herein, if an Event of Default specified in clause (i) or clause (v) of subsection (a) hereof shall occur and be continuing, the Bond Bank may proceed to enforce its rights under this Loan Agreement and under the Borrower Note, by

exercise of the following remedies in such order of priority as the Bond Bank shall determine in its discretion:

(i) if any payments of principal of or interest on the Borrower Note shall be due and unpaid, pursuant to the Act, the State Treasurer may intercept State funding to the Borrower; and

(ii) by notice to the Borrower the Bond Bank may declare the principal of the Loan and all payments payable thereon, and the corresponding principal amount of the Borrower Note, to be immediately due and payable and, upon such declaration, the principal of and all interest, if any, accrued thereon shall be and become immediately due and payable, anything herein or in the Borrower Note to the contrary notwithstanding.

(c) Notwithstanding anything herein to the contrary, if any Event of Default hereunder shall occur and be continuing, the Bond Bank may proceed to protect its rights hereunder, and may seek to compel compliance by the Borrower with the terms and provisions hereof and of the other Documents, by suit or suits in equity or at law, for the specific performance of any covenant, term or condition hereof or of the other Documents, or in aid of the execution of any power herein granted, and, except as herein limited, may exercise any other right or remedy upon such default as may be granted to the Bond Bank under the Act, the Municipal Finance Law or under any other applicable provision of law.

(d) Upon the occurrence of and during the continuance of an Event of Default, the Bond Bank shall apply all amounts received upon the exercise of its rights and remedies hereunder as follows and in the following order:

(i) to the payment of the reasonable and proper charges (including attorneys' fees) of the Bond Bank incurred in the exercise of any right or remedy hereunder;

(ii) to the payment and satisfaction of all interest then due and unpaid hereunder upon any defaulted payments; and

(iii) to the payment and satisfaction of all payments then due and unpaid hereunder and, if the amount available is not sufficient to pay all payments then due and payable hereunder, first to the payment of the portion of the payments due and unpaid representing interest on the Loan or the Borrower Notes and second to the portion of the payments due and unpaid representing the principal of the Loan or Borrower Note and, in either case, ratably in order of the due dates thereof.

(e) No remedy conferred upon or reserved to the Bond Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

Section 9. Miscellaneous.

(a) If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

(b) This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

(c) No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

(d) This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

(e) The provisions of this Loan Agreement and the respective rights and duties of the Borrower and the Bond Bank hereunder shall be governed by and construed in accordance with Vermont law and any applicable federal laws. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Vermont state or federal court sitting in Vermont, over any action or proceeding arising out of or relating to this Loan Agreement or the other Documents, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Vermont state or federal court. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the day and year first above written.

VERMONT BOND BANK

By: _____

Attest:

TOWN OF WOODSTOCK, VERMONT

F. Charles Degener, III, Town Clerk

By: _____
Ray Bourgeois, Chair

EXHIBIT A

Schedule of Payments

Borrower: TOWN OF WOODSTOCK, VERMONT

Project: To finance the costs of the following Improvements:
Acquisition and replacement of waterline on Elm Street Bridge

Loan Amount: \$800,000.00

Price: \$1.00

Principal and Interest:

<u>Payment Date</u>	<u>Interest Rate</u>	<u>Principal Due</u>	<u>Interest Due</u>	<u>Debt Service Due</u>
10/1/20__	%	\$	\$	\$
4/1/20__	—	—		
10/1/20__	%			
4/1/20__	—	—		
10/1/20__	%			
4/1/20__	—	—		

EXHIBIT B

No. R-1

UNITED STATES OF AMERICA
STATE OF VERMONT
TOWN OF WOODSTOCK, VERMONT
GENERAL OBLIGATION NOTE

\$800,000.00

REGISTERED OWNER: Vermont Bond Bank

NOTE DATE: April 9, 2025

The Town of Woodstock (hereinafter called the “**Borrower**”), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Bond Bank (the “**Bond Bank**”), or registered assigns, the sum of Eight Hundred Thousand and 00/100 DOLLARS (\$800,000.00) in installments on the 1st of each June and December as set forth in Exhibit A (“**Exhibit A**”) to the Loan Agreement dated the Note Date set forth above (the “**Loan Agreement**”), by and between the Borrower and the Bond Bank, with interest on each installment at the rate per annum set forth in Exhibit A opposite the year in which the installment becomes due. Interest shall be calculated on the basis of 30-day months and a 360-day year.

Interest on each installment of principal shall accrue at the applicable interest rate and shall accrue from the Note Date until such principal installment is paid. Interest and principal shall be payable to the Registered Owner monthly in the amounts set forth in Exhibit A of the Loan Agreement in lawful money of the United States. All payments shall be made by Automated Clearing House (ACH) unless otherwise approved in writing by the Bond Bank. Final payment of the interest and principal of this Note shall be made upon surrender of this Note for cancellation with the Registered Owner.

This Note is issued to defray the cost of acquiring capital assets and replacing the same, pursuant to a resolution adopted by the legislative body of the Issuer at a meeting thereof duly noticed, called and held on March 18, 2025.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Borrower are hereby irrevocably pledged.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be signed by its Selectboard and its Treasurer and its seal (if it has a seal) to be affixed hereto as of Note Date.

TOWN OF WOODSTOCK, VERMONT

Ray Bourgeois, Chair

Susan Ford, Vice Chair

Keri Cole

Greg Fullerton

Laura Powell

All or a majority of the Selectboard

And

F. Charles Degener, III

TOWN OF WOODSTOCK, VERMONT
\$800,000.00 GENERAL OBLIGATION NOTE
DATED APRIL 9, 2025

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a registered bond, the principal and interest due thereon payable only to the holder of record as appears in the office of the Treasurer of the Borrower. This Note may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Borrower at the office of the Treasurer of the Borrower who shall record such transfer in the records of the Borrower and on the Note. The name and address of the original registered owner of this Note is Vermont Bond Bank, 100 Bank Street, Suite 401, Burlington, Vermont 05401.

TOWN OF WOODSTOCK, VERMONT

By: _____
Name: F. Charles Degener, III
Title: Town Treasurer

EXHIBIT C

FORM OF REQUISITION

Vermont Bond Bank

Requisition and Certificate for Payment: TOWN OF WOODSTOCK, VERMONT

Requisition Number: _____

Requisition Amount: \$ _____

Requisitioned Items:

Attached is a list of certain obligations totaling \$ _____ requisitioned for reimbursement. Copies of invoices and other disbursement documentation are attached hereto.

Representations:

The terms used herein shall have the same meaning ascribed to them in the Loan Agreement.

In making this request for disbursement, the undersigned Borrower hereby certifies that:

- i. The payment or reimbursement requested by this Requisition will be used solely to pay off the Prior Note (as defined in the Loan Agreement), which costs have not been the basis for any prior requisition (other than a requisition which has been cancelled prior to payment).
- ii. No Event of Default and no event or condition which, after notice or lapse of time or both, would become an Event of Default under the Loan Agreement exists and the representations and warranties of the Borrower contained in the Loan Agreement are true and correct as of the date of this Requisition.
- iii. The payment or reimbursement requested by this Requisition will be disbursed in payment of, or is reimbursement for the Borrower's prior payment of Emergency Costs, including amounts paid for work performed or completed, or materials or property supplied by the contractors, subcontractors or suppliers listed in this Requisition.
- iv. All work and all materials, equipment or other property included in this Requisition have been performed or supplied in accordance with the terms of the Loan Agreement.
- v. Borrower has or will provide payment instructions to the Bond Bank via secure means and the Borrower's Authorized Representative will verify payment instruction with the Bond Bank prior to disbursement.

[Signature Page Follows]

Date:

BORROWER:

By: _____

Name:

Title:

[attach supporting materials]

EXHIBIT D

FORM OF LOCAL BOND COUNSEL OPINION

[Bond Closing Date]

Vermont Bond Bank
100 Bank Street, Suite 401
Burlington, Vermont 05401

Re: \$ _____ [Name of Borrower] General Obligation Bond dated [insert Closing Date]

We have acted as bond counsel to [Name of Borrower] (the “**Borrower**”) in connection with the issuance by the Borrower of the above-referenced note (the “**Note**”). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion, including the Loan Agreement dated the date hereof between the Vermont Bond Bank (the “**Bond Bank**”) and the Borrower (the “**Loan Agreement**”).

As to questions of fact material to our opinion, we have relied upon representations and covenants of the Borrower contained in the Loan Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Loan Agreement has been duly authorized, executed and delivered by the Borrower in accordance with Title 24 of Chapter 53 of the Vermont Statutes Annotated [or applicable charter provision], and, assuming that the Loan Agreement has been duly authorized, executed and delivered by the Bond Bank, constitutes a valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

2. The Note has been duly authorized, executed and delivered by the Borrower in accordance with the Loan Agreement and applicable law and is a valid and binding general obligation of the Borrower enforceable against the Borrower in accordance with its terms and, except to the extent they are paid from other sources, the principal of and interest on the Note are payable from unlimited ad valorem taxes on the grand list of all taxable property within the Borrower as established, assessed and apportioned by law. The Note is a “municipal bond” within the meaning of Section 4155(7) of Chapter 24 of the Vermont Statutes Annotated.

The rights of owners of the Note and the enforceability of the Note are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

EXHIBIT E

RECEIPT

Received of the Vermont Bond Bank the sum of \$800,000.00, being in full payment for the Borrower Note of the below-referenced Borrower dated the date hereof and sold and delivered to said Bond Bank.

Dated April 9, 2025.

TOWN OF WOODSTOCK, VERMONT

By: _____
F. Charles Degener, III
Town Treasurer
Duly Authorized

EXHIBIT F

TREASURER'S CERTIFICATE

The undersigned Treasurer of Town of Woodstock (the “**Borrower**”) hereby certifies, on behalf of the Borrower, that the Borrower is obligated under the Loan Agreement (the “**Loan Agreement**”), dated as of April 9, 2025 between the Borrower and the Vermont Bond Bank (the “**Bond Bank**”) to provide to the Bond Bank the requirements of Exhibit G to the Loan Agreement and annually upon publication a copy of the annual report on the finances and administrative activities of the Borrower generated and distributed in accordance with 24 V.S.A. § 1173 and any independent auditor’s report on the financial statements of the Borrower.

TOWN OF WOODSTOCK, VERMONT

F. Charles Degener, III
Town Treasurer

Dated: April 9, 2025

EXHIBIT G

SMALL SYSTEM CAPACITY AND RESILIENCY TIER I PROGRAM REQUIREMENTS

The intention of the program is to provide financing for certain expenses stemming from the rain and flood events of the summer of 2023 and refinance short-term current expense notes as appropriate.

Whereas SCRP loans are funded with federal American Rescue Plan Act (ARPA) funds, unless the funded projects are required by law to comply with the requirements of the federal Davis-Bacon Act, if the loan is provided for a maintenance, construction, or improvement project that receives \$200,000.00 or more in SCRP and/or total cumulative American Rescue Plan Act (ARPA) funds, the Borrower shall provide that all construction employees working on the project shall be paid not less than the mean prevailing wage published periodically by the Vermont Department of Labor in its occupational employment and wage survey plus an additional fringe benefit (as defined in 29 V.S.A. § 161) of 42 and one-half percent of wage, as calculated by the current Vermont prevailing wage survey. If the funded projects are required by law to comply with the federal Davis-Bacon Act and/or other federal crosscutters, the Borrower shall provide that it is compliant.

The Borrower shall provide the Bond Bank (or its designee) with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Borrower or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Borrower agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Borrower, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

TOWN OF WOODSTOCK, VERMONT

By: _____
Duly Authorized

EXHIBIT H

APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

I, Ray Bourgeois, a duly authorized official of Town of Woodstock, Vermont do hereby certify that, on the date hereof, the following person(s) have been authorized as representative(s) and are authorized to act on behalf of the above Governmental Unit in matters relating to its loan from the Vermont Bond Bank that closed on April 9, 2025.

I also certify that the following signatures opposite their names are the true signatures of such individual(s).

Name	Title	Specimen Signature

Witness my signature on this 9th day of April 2025.

Signature

To: Woodstock Selectboard

From: Jon Spector

Date: March 9, 2025

RE: Bookstock – Use of Mon Vert Mini Trailer

For the upcoming Bookstock event (May 16 to 18) we are trying to utilize Woodstock-based food vendors to serve event participants on The Green and our related venues in the Village. Mon Vert has agreed to provide service on the Green for the duration of the festival (Friday at 1 pm through Sunday at 1 pm) using their 'Mon Vert Mini' trailer. Pentangle has agreed to serve lunch food on Saturday at the Pentangle Café* and we are waiting confirmation from the Butcher that they will staff a tent with lunch food on The Green.

We'd like to place the trailer on The Green itself rather than have it parked outside the fence – we think it provides a better experience for attendees, preserves parking spaces and also looks better visually.

To achieve this we need:

- ¶ Approval from the Municipal Manager or Trustees to place the trailer on The Green. Title 9, Section 9301 of the Village Ordinances covers this situation as follows:

§9301. General prohibitions (a) No person shall drive a motor vehicle on the Village Green, except for the purpose of displaying one or more vehicles as part of a permit that has been approved by the Board. Additionally, this provision shall not apply to authorized emergency vehicles engaged in responding to an emergency call or to Village repair or maintenance vehicles, nor shall it apply when the permission of the Municipal Manager or Board has been given therefore.

We are requesting the permission of the Municipal Manager or the Trustees to proceed.

We're happy to coordinate the placement of the vehicle with the appropriate municipal department to minimize the impact of having a vehicle on the Green (although no matter its location we believe a single two-wheel trailer on the Green will have far less impact than a display of many antique cars, a type of event that is apparently considered acceptable). We are hoping to pick a location adjacent to the Info Shed to facilitate both electrical and water supply for the trailer.

This issue is on the Village Trustee's agenda for discussion on Tuesday, March 11.

- ¶ Approval from the Selectboard to install a new 50A circuit on their electrical service. We've had an electrician examine the electric service and he has confirmed it's fairly straightforward to add the new circuit, which does not require an upgrade to the electric service. He is willing to do the work at a cost of \$750.

We believe the installation would be an enhancement to the Green and would allow other groups using the Green to benefit from the ability to service small trailers like Mon Vert Mini. We propose the Selectboard establish a fee for using this new circuit to help pay for the capital cost incurred, and Bookstock would be willing to be the first party to pay that fee.

As a next step, we imagine the Town would like to have one of their staff examine the electric service and confirm that our assessment of the situation is correct, and if you are comfortable decide whether or not to contract someone to do the work or to do it in-house.

We hope you will approve our use of the Mon Vert Mini trailer – we think it's an experiment that when successful will likely be repeated, and it will help us reduce our reliance on non-local food vendors during events on the Green, which will have a long-term benefit for the Town.

Regards.



Woodstock Selectboard Meeting 3/24/2025

Presented by Trena Tolliver, Woodstock Housing Advisor

Applicant: Horst Dresler

Program: Lease to Locals Rental

Program Incentive: \$6,000 for a whole home rental, to be paid via two payments of \$3,000

Program Term: 1 Year lease to Local Worker

Location: 2480 E Woodstock Rd, Woodstock, VT 05091, 2 bedroom

Rental Details: Horst meets all program eligibility requirements

Rental Amount: Required rental maximum amount is \$2,500/month. Horst has offered the rental at \$1,800/month

Tenant: Two adults. One Qualified Tenant who works locally and meets the terms of the local worker requirements.

Lease Term: December 1, 2024 - November 30, 2025

[Full Application](#)





Woodstock Selectboard Meeting 3/24/2025

Presented by Trena Tolliver, Woodstock Housing Advisor

Applicant: Thomas Dickey

Program: Lease to Locals Rental

Program Incentive: \$4,800 for a private room rental, to be paid via two payments of \$2,400

Program Term: 1 Year lease to Local Worker

Location: 4 Highland Ave Ext, Woodstock 05091, private room

Rental Details: Thomas meets all program eligibility requirements

Rental Amount: Required program rental maximum is \$800/month. Thomas has offered the rental at \$500/month

Tenant: One Qualified Tenant. Tenant works locally and meets the terms of the local worker requirements

Lease Term: November 1, 2024 - October 31, 2025

[Full Application](#)





Woodstock Selectboard Meeting 3/24/2025

Presented by Trena Tolliver, Woodstock Housing Advisor

Applicant: Julian Underwood

Program: Lease to Locals Rental

Program Incentive: \$12,000 for a whole home rental, to be paid via two payments of \$6,000

Program Term: 1 Year lease to Local Workers

Location: 90 Golf Ave, Woodstock 05091, 3 bedroom

Rental Details: Julian meets all program eligibility requirements. Eligible since they have never had a formal lease in place for rentals.

Rental Amount: Required rental maximum amount is \$2,800/month. Julian has offered the rental at \$250/month with required caretaker services equating to \$2,150/month

Tenant: Three adults. Two Qualified Tenants who work locally and meet the terms of the local worker requirements. One part time local worker. They have been living there in exchange for caretaker services and now have a formal lease agreement with a small rent amount and caretaker services.

Lease Term: March 1, 2025 - February 28, 2026

[Full Application](#)





Woodstock Selectboard Meeting 3/24/2025

Presented by Trena Tolliver, Woodstock Housing Advisor

Applicant: Woodstock Inn & Resort via Benjamin Pauly

Program: ADU Workforce Rental

Program Incentive: \$10,000, to be paid as invoiced. Final ¼ pmt held for a tenant lease

Program Term: 3 Year rental to Local Worker

Location: 6 Court Street, Woodstock, VT, 05091, 1 bedroom

Project: Renovation of space within a dwelling that has existing units to make this unit rent ready. The property is on municipal sewer and has sufficient water capacity. Woodstock Resort Corp owns the dwelling and the space has been used for storage for years. To create this new unit, it will need to be cleared of storage, add a kitchen, add a bathroom and add a heat source.

They have cash on hand and have also applied for the VHIP 10-Year Forgivable Loan option.

Exception for Employer Housing or Recommendation to Create an Employer Housing Program: The current programs require a one year lease term. Employer housing must operate as efficiently as possible for adequate housing supply for working employees to operate the Resort. While the Resort expects it to be a long term lease, if employment changes, the employee tenant has 30 days to exit the unit, therefore making it a month to month rental term contingent on employment.

Project Timing: Clean out storage items in April 2025. Renovation will begin May 1, 2025. Resort plans to complete the unit by May 1, 2026

Rental Amount: Required rental maximum amount is \$1,500/month for a 1 bedroom

Tenant: Expected to use the unit for an employee of the Woodstock Inn & Resort. The Resort knows this must be a full time employee working at least 25/hrs a week with a rental term of one year minimum for three years

Lease Term: 3 year rental term to begin after completion of the unit

Full Application (note application states 6 Cross St but it is actually 6 Court St)



Economic Development

March 24, 2025

Town of Woodstock Selectboard

Where we are now

- We have an Economic Development and Community Fund that is funded by the 1% Meals, Rooms, and Alcohol Tax approved in 2015
- For the past several years, the Economic Development Commission has made recommendations on how to allocate the funds, including the annual community grant program
- Community grants have been paused while the board decides how to align the fund with our objectives and goals

Where we are now - \$\$\$

- The SB allocated \$75k per year for debt service for water infrastructure projects voted on in 2024
- Housing Advisor contract extended through August 2025; Marketing Coordinator contract expires end of April 2025;
 - In the process of restructuring contracts to bring these positions "in house"
- Woodstock currently has incentives for housing programs and storefront vacancies

Where we could go

Several VT Towns have a full-time Economic Development Director; a role tasked with growing the Grand List through adding housing and development and growing business revenues

- Randolph: <https://randolphvt.org/?SEC=2F34A2FA-CD90-48F6-88F0-93C24CAA487E>
- Dover: <https://www.doververmont.com/economicdevelopment>
- Waterbury: https://www.waterburyvt.com/fileadmin/files/Town_clerk_files/Economic_Development_Director_FAQ_6.15.17.pdf

Where we could go

Common themes:

- recruiting new businesses
- supporting current businesses
- leading revitalization efforts
- identifying and securing grant and funding opportunities
- helping in navigating permit processes
- coordinating and marketing promotions and events

Where we could go

- Fund this position with the Economic Development and Community Fund; with incentive compensation or not
- Focus on revitalizing the East End
- Absorb responsibilities of the Housing Advisor
- Restructure storefront and housing incentives to ad hoc basis instead of allocating dollar amount of the fund
- Create this role to report to the Municipal Manager on a daily basis

Why this could work

- Aligns with objectives set last year
- Creates a full-time role for issues that require full-time attention and energy
- Funding could allow this to be an experimental role

What happens to the current EDC?

- The volunteers on the EDC have provided incredible support to our community for many years
- Does the EDC still serve an advisory purpose if they are not recommending grants?
- The new role will require access to historical knowledge of Woodstock; and could leverage the support of willing volunteers

Sample Timeline

- Now – April 5: Create job description for Economic Development Director
- April 5: Post job description
- May 15: Deadline for applications
- June 1-June 30: Interviews (rounds depending on applicant pool)
- August 1: Start date

**Town of Woodstock
Selectboard Meeting
February 18th, 2025
6:00 PM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Keri Cole, Greg Fullerton

Staff: Eric Duffy

Public: Byron Kelly, Todd Erceg, Matt Bloomer

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of February 18th to order at 6:00PM

B. Additions to & deletions from posted agenda

**Deletions - Woodstock Village Conservancy Update and FY25 Sewer Rate,
Dispatch Contract FY25-FY27**

C. Citizen Comments

Byron Kelly thanked the board for their work on the short-term rental issue and emphasized the importance of public records and ordinances being easily accessible online - questioning the availability of new ordinances on the town's website.

Byron Kelly discussed the release of records and the role of contracts in employment law.

Byron Kelly asked about contracts with employees regarding public records and questioned the transparency of public records related to contracts and bids.

D. Manager's Report

Eric Duffy mentioned a public forum tomorrow at 9AM at Abracadabra Coffee Company on articles for the March Town Meeting.

Eric Duffy thanked the Public Works Department for their efforts during the recent storm and mentioned the ongoing snow removal in the village.

E. Discussion

Water System Acquisition Update

Eric Duffy provided an update on the Water Acquisition process, mentioning weekly meetings and the hope to close the purchase agreement by the end of March.

Town Meeting Prep/overview

Eric Duffy discussed the upcoming Town Meeting and the importance of public participation and informed voting.

Eric Duffy and Laura Powell mentioned the possible addition of childcare during the Town Meeting.

F. Vote

Dead River Property Buyout

Eric Duffy explained the FEMA buyout process for the Dead River property and the potential use of the property as green space.

Ray Bourgeois and other board members discussed issues related to the Dead River property.

Todd Erceg asked if the space could be used for some kind of pop-up store

Motion: by Laura Powell to approve the application for the buyout of Dead River (6:17PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

Schedule On-Farm Restaurant Public Hearing

The board scheduled a public hearing On-Farm Restaurant ordinance for March 31 at 5:30 PM.

Motion: by Susan Ford to have a public hearing on the On-Farm Restaurant on March 31st at 5:30PM (6:18PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

Rescheduling March Selectboard meeting

Two meetings are scheduled, March 5th at 2pm a reorganization meeting the day after Town Meeting Day and reschedule of the March 18th meeting for March 24th at 6PM

Motion: by Susan Ford to have a reorganization meeting on March 5th at 2PM and a regular meeting March 24th at 6PM (6:22PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

Wastewater Plant Bond Documents

Vermont State Revolving Fund signature agreement – with \$1.2 million going towards the main Wastewater Plant.

Motion: by Laura Powell that we accept and sign the application for the Vermont State Revolving Loan plan (6:23PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

Eric Duffy introduced Matt Bloomer to discuss the Wastewater Plant Bond and water system improvements.

Matt Bloomer explained the bond issuance process, the loan agreement, and the key certifications required.

Susan Ford asked if additional funds raised could reduce the bond payment principle, and Matt Boomers explained the bond bank's requirements.

The board discussed the potential use of grant funds for water system improvements and the timeframe for spending bond funds.

Motion: by Susan Ford to table discussion on Water Bond Documents until February 25th at 8:30AM (6:40PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

G. Executive Session 1 V.S.A 313

Motion: by Susan Ford at go into Executive Session 1 V.S.A 313 to discuss potential contracts(6:40PM)

Seconded: by Laura Powell

Vote: 4-0-0, passed (Returned 7:34PM)

H. Approval of Minutes

Motion: by Laura Powell to approve the minutes 01.29.25, 01.31.25, 02.11.25 (7:34PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

I. Adjournment

Motion: by Laura Powell to adjourn the meeting at (7:35PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Respectfully submitted,

Kitty Mears Koar

**Town of Woodstock
Emergency Selectboard Meeting
February 19th, 2025
1:00 PM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford

Staff: Eric Duffy

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of February 19th to order at 1:00PM

B. Additions to & deletions from posted agenda -None

C. Citizen Comments - None

D. Vote

Water System Improvements Bond Documents

Eric Duffy explained the need for two votes due to the urgency of the situation.

Last night's Selectboard meeting discussed the impact of donations or grants on the bond.

The bond bank is scheduled to price the bonds tomorrow.

Delaying the decision could mean waiting until summer for capital improvements.

The \$7.5 million bond, approved by residents on December 10, is the subject of the meeting.

Two votes are required: one for the resolution and one for the bond payment schedule.

Laura Powell asked for clarification for public record, confirming the need to sign the resolution.

The bond bank will sell the bonds tomorrow, and delaying the resolution could cause compliance issues.

Delaying the work could lead to higher interest rates on anticipation bond notes.

Motion: by Laura Powell to approve the resolution and certificate for the bond for \$7.5 million (1:02 PM)

Seconded: by Susan Ford

Vote: 3-0-0, passed

Motion: by Laura Powell to approve the bond loan agreement for \$7.5 million (1:03 PM)

Seconded: by Susan Ford

Vote: 3-0-0, passed

Motion: by Laura Powell to approve the resolution and certificate for the bond for \$7.5 million (1:03 PM)

Seconded: by Susan Ford

Vote: 3-0-0, passed

Eric Duffy clarified that this document was on the Selectboard agenda for 02.18.25 which was posted almost four or five days ago.

E. Adjournment

Motion: by Laura Powell to adjourn the meeting at (1:03 PM)

Seconded: by Susan Ford

Vote: 3-0-0, passed

Respectfully submitted,

Kitty Mears Koar

**Town of Woodstock
Emergency Selectboard Meeting
February 25th, 2025
8:30 AM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Greg Fullerton, Keri Cole

Staff: Eric Duffy

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of February 25th to order at 8:30AM

B. Additions to & deletions from posted agenda

Deletion- Water System Improvements Bond Documents

C. Citizen Comments - None

D. Vote

South Woodstock Community Partnership, LLC – 2nd Class

P & P Restaurants, LLC - Outside Consumption Permit

R. L. Vallee, Inc - Tobacco Substitute Endorsement

R. L. Vallee, Inc – Tobacco

R. L. Vallee, Inc – 2nd Class

Woodstock Farmers' Market, Incorporated- 2nd Class

Motion: by Susan Ford to approve all the liquor and tobacco licenses assumption that the state is reviewing. (8:31AM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

Dispatch Contract FY25- FY27

Eric Duffy updated on the dispatch contract, mentioning an agreement between the town and the dispatch union, and the board's review without significant concerns.

Motion: by Susan Ford to approve the dispatch contract FY25-
FY27(8:32AM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

E. Executive Session 1 V.S.A 313

Motion: by Susan Ford to go into Executive Session 1 V.S.A 313 to discuss potential contracts(8:33AM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed (Returned 9:33AM)

F. Adjournment

Motion: by Susan Ford to adjourn the meeting at (9:33 AM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Respectfully submitted,

Kitty Mears Koar

**Town of Woodstock
Selectboard Meeting
March 5th, 2025
5:00 PM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Greg Fullerton, Keri Cole

Staff: Eric Duffy, Stephanie Appelfeller, Kitty Mears Koar, Fire Chief David Green

Public: Todd Erceg

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of March 5th to order at 2:00 PM

B. Additions to & deletions from posted agenda - None

C. Citizen Comments - None

D. Vote

Eric Duffy clarified that Laura Powell has not been sworn in for her new term and should not vote today.

Reorganization of the Board

Motion: by Susan Ford for Ray Bourgeois to be Chair of the Selectboard (2:02PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

Motion: by Ray Bourgeois for Susan Ford to be Vice-Chair of the Selectboard (2:02PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

Adopt Newspapers of Record

Motion: by Susan Ford to approve The Vermont Standard as a primary and The Valley News as Secondary for the Newspaper of Record (2:04PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Vote to approve Vendor for New Fire Engine

Eric Duffy discussed the vendor selection for a new fire truck, mentioning that only one vendor bid, and significant cuts were made to reduce the price.

Fire Chief David Green explained the cuts made, including switching to a backpack foam system, which saved \$60,000.

Motion: by Greg Fullerton to approve the new fire truck at \$1,043,960.00 (2:07PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

Municipal Appointments

a. Tree Warden

Motion: by Keri Cole to approve Don Wheeler as Tree Warden (2:09PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

b. Inspector of Lumber

Motion: by Keri Cole to approve Fred Barr as Inspector of Lumber (2:10PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

c. Delinquent Tax Collector

Motion: by Susan Ford to approve Eric Duffy as Delinquent Tax Collector (2:11PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

d. Truant Officer

Motion: by Greg Fullerton to approve Joe Swanson as Truant Officer (2:11PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

e. Greater Upper Valley Solid Waste Management District Representative

Motion: by Greg Fullerton to approve Eric Duffy as Greater Upper Valley Solid Waste Management District Representative (2:12PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

f. Town Service Officer

Motion: by Keri Cole to approve Eric Duffy as Town Service Officer (2:12PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

g. Pound Keeper

Motion: by Susan Ford to approve Kelly Linton as Pound Keeper (2:12PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

h. Design Review Board (South Woodstock)

Motion: by Greg Fullerton to approve Charles Humpstone and Glen Soule to the South Woodstock Design Review Board (2:12PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

I. Development Review Board

Motion: by Keri Cole to approve Wade Treadway and Ernie Fernandez to the Town Development Review Board (2:13 PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

J. Planning Commission

Motion: by Keri Cole to approve Sarah Glasser Tucker, Matt Driscoll, and Alex Mulley to the Planning Commission (2:14PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

K. Fence Viewers

Motion: by Greg Fullerton to approve Fred Barr, Richard Roy, and Joseph Lucot as Fence Viewers (2:15PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

L. Billings Park Commission

Motion: by Keri Cole to approve Mike Green and Phil Robertson to the Billings Park Commission (2:16PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

M. Town Library Rep

Motion: by Keri Cole to approve Elisa D'Andrea as Town Library Rep (2:17PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

N. REMC Rep

Motion: by Keri Cole to approve Eric Duffy as the Primary and Fire Chief David Green as the Secondary (2:18PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

E. Discussions

**Potential Vermont Community Development Program planning grant for the
Keystone Block building.**

Stephanie Appelfeller explained the need for a public hearing to gather community input for the grant application.

Todd Erceg from Keystone Block discussed the process and steps they are going through to receive a planning grant from the state to investigate renovations of 5-6 Elm and 6 Central Street ie. Dr Coburn's Tonic Building formal Bentley's.

The Board and Todd Erceg discussed the project and Todd mentioned this meeting was to inform the Selectboard about the project, there will be a public forum at the boards next regular scheduled monthly meeting on March 24th at 6:00pm.

Posting of vacant elected and appointed positions

Eric Dufy mentioned that we will post for any open positions and people will have the opportunity to apply.

Town Meeting/Informational Session review

Eric Duffy and the board all agreed the Town Meeting Information session went very well.

O. Adjournment

Motion: by Keri Cole to adjourn the meeting at (2:29 PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Respectfully submitted,
Kitty Mears Koar

Town of Woodstock
Emergency Selectboard Meeting
March 7th, 2025
2:00 PM
Town Hall & Zoom
Minutes

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Greg Fullerton, Keri Cole

Staff: Eric Duffy

Public: Mike Donoghue

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of March 7th to order at 2:00 PM

B. Additions to & deletions from posted agenda - None

C. Citizen Comments

Mike Donoghue, the Executive Director of the Vermont Press Association made a few point on the agenda and possible Executive Session.

D. Executive Session 1 V.S.A 313

Motion: by Keri Cole to go into a possible Executive Session 1 V.S.A 313 to negotiate or securing a real estate purchase or lease. When the public body has made a special finding that premature public knowledge would clearly place the state, municipality, other public body, or a person involved at a substantial disadvantage (2:04PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed (Returned 3:12PM)

I. Adjournment

Motion: by Greg Fullerton to adjourn the meeting at (3:12PM)

Seconded: by Keri Cole

Vote: 4-0-0, passed

Respectfully submitted,
Kitty Mears Koar

**Town of Woodstock
Selectboard Meeting
March 11th, 2025
5:00 PM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Greg Fullerton, Keri Cole

Staff: Eric Duffy

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of March 11th to order at 5:00 PM

B. Additions to & deletions from posted agenda - None

C. Citizen Comments

D. Executive Session 1 V.S.A 313

Motion: by Laura Powell to go into Executive Session 1 V.S.A 313 to negotiate or securing a real estate purchase or lease. When the public body has made a special finding that premature public knowledge would clearly place the state, municipality, other public body, or a person involved at a substantial disadvantage (5:01PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

No Decision was made during Executive Session

(Returned 6:11PM)

I. Adjournment

Motion: by Greg Fullerton to adjourn the meeting at (6:11PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

Respectfully submitted,
Kitty Mears Koar

**Town of Woodstock
Selectboard Meeting
March 14th, 2025
4:00 PM
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Laura Powell, Vice Chair Susan Ford, Greg Fullerton, Keri Cole

Staff: Eric Duffy, Robert Densmore

Public: Roger Logan

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of March 14th to order at 4:00 PM

B. Additions to & deletions from posted agenda

~~a. Executive Session~~

C. Citizen Comments - None

D. Vote

Approval of FY25 Sewer Rate

Eric Duffy introduced Robert Densmore, the Finance Director, to provide a brief synopsis of the sewer rates.

Robert Densmore explained the 17% increase in sewer rates, initially estimated at 21%, which was reduced by 4% after reviewing historical data.

The reduction in usage from FY24 to FY25 is discussed, with a significant decrease in cubic feet due to a hot tub issue at the Woodstock Inn and Resort.

The new sewer rates for fiscal year 25 are detailed: \$15.48 per 100 cubic feet for single usage, \$774 for a two-person usage, and \$1,161 for a family.

Laura Powell asked Robert Densmore to explain how a reduction in usage correlates to an increase in fees.

Robert Densmore described the process of calculating rates, including assigning grades (5000 for single, 7500 for double, and 10,000 for family) and separating flat rate versus metered usage.

The increase in the budget from \$1.2 million to \$1.3 million is noted, along with the decrease in usage.

The new rates are reiterated, emphasizing the need to account for the budget increase.

Eric Duffy inquired about the timeline for the billing process, and Robert Den Horner explains the expected timeline and due date for users to pay.

Eric Duffy thanked Robert Densmore and his staff for their extra work in ensuring accuracy.

Motion: by Laura Powell to approve the FY25 Sewer Rate (4:04PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Potential Approval of Asset Purchase Agreement with the Woodstock Aqueduct

Ray Bourgeois introduced the next agenda item, a potential Asset Purchase Agreement with the Woodstock Aqueduct.

Eric Duffy describes the final details and timeline for the agreement with the water company

Ray Bourgeois provided public disclosure, stating that the dams are in good condition and can be repaired within 8 to 10 years if needed.

Laura Powell emphasized the importance of owning the water system for economic, public safety, public health, and climate resiliency reasons.

Roger Logan raises concerns about planning for sewer upgrades and expanding the water system to accommodate new users and developments.

Eric Duffy mentioned the priority of the Elm Street project and the upcoming bid for Option 1B to increase flow into the village.

Laura Powell highlighted the aqueduct's lack of interest in expanding the system, making it crucial for Woodstock to own it for growth.

Motion: by Laura Powell that the Select Board approves the APA and substantially the form presented subject to plan and review by the Municipal manager and town council. (4:09PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

I. Adjournment

Motion: by Laura Powell to adjourn the meeting at (6:09PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

Respectfully submitted,

Kitty Mears Koar