

Town of Woodstock
Selectboard Meeting
April 28th, 2025
4:00PM
Town Hall & Zoom
Agenda

- A. Call to order
- B. Additions to & deletions from posted agenda
- C. Citizen Comments
- D. Manager's Report
- E. Votes
 - Signature of Pre-Closing water system documents
 - Vote to change motion on Flower Basket and holiday lights
 - Vote on Town Forest contract
 - Vote Short Term Rental Software Contract
- F. Discussion
 - Discussion on WAMBA trail agreement for the Vondell Cobb Property
- G. Executive Session 1 V.S.A 313
- H. 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

April 23, 2025

Town Selectboard and Village Trustees
Town & Village of Woodstock
31 The Green
Woodstock, VT 05091

Dear Members of the Town Selectboard and Village Trustees:

I respectfully submit this memorandum to recommend the Village and Town of Woodstock discontinue its use of GovOS for short-term rental registration and transition to the platform offered by Deckard Technologies. After evaluating both systems in the context of our current regulatory needs, I have determined that Deckard offers superior functionality and cost effectiveness. The reasons for this recommendation are as follows.

Deckard is significantly more affordable than GovOS at \$9,500, allowing the municipality to recoup its investment faster. The platform also offers a more intuitive interface that allows applicants to manage their registration process independently. This efficiency reinforces the cost savings by reallocating staff's time and by reducing applicants' obstacles to compliance.

In contrast to GovOS, Deckard uses maps and other visual aides to present data identifying unregistered short-term rental properties. Proactive measures like this are key to ensuring operators follow the Village ordinance and that staff can effectively track rental activity. Moreover, Deckard's system distinguishes between properties located in the Village and those in the Town and can categorize them by zoning district. Given that the Town and Village have different short-term rental ordinances, this functionality is essential to guarantee accurate administration and permit tracking.

Switching to Deckard will streamline our workflow, cut costs, and tighten enforcement mechanisms. Further, I have spoken with officials in similar municipalities that use Deckard, and their feedback has been overwhelmingly positive and confirms the platform's reliability. Reviews have also noted their proficiency in training and customer support for staff's ease of use.

Based on these findings, I recommend the municipality let its existing GovOS contract expire this June and initiate a transition to Deckard Technologies for short-term rental registration and compliance management. Please let me know if further materials or references are needed to assist in evaluating this request.

Sincerely,

Emily Collins
Short-Term Rental Officer

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and Town of Woodstock Vermont ("Client"), having its principal offices at 31 the Green #2, Woodstock Vermont 05091

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. Termination. This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: (i) carry out an orderly winding down of the affected work; (ii) deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, (iii) return any property of the Client then in Deckard's possession; and (iv) submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: (a) responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or (b) exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be

unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Burlington, Vermont. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or

negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause. Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client: **Town of Woodstock VT**

In the case of **Deckard Technologies**

Thomas Hemmings

Title: CFO

1620 Fifth Ave Suite 400

San Diego, CA 92101

23. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT: Town of Woodstock VT

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the Town of Woodstock dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the Town of: Woodstock in the State of Vermont based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography; Town of Woodstock
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.
- 2. Designated Geography.** Town of Woodstock
- 3. Reporting Period.** Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

- 4.1.** Annual Software Subscription: **\$4,000.00** annually (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs). We approximate xxx properties by the end of year as being Monitored in Rentalscape.
- 4.2.** Outreach Campaign: **\$500.00** annually to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
- 4.3.** STR Registration/Licensing Portal: **\$5,000.00** annually. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.4.** Tax Collection Portal: **\$XXXXXX** annually. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.5.** Optional Expert Services upon Request by the City/County are available at \$250 per hour.
- 4.6.** Online Complaint Form: **\$XXXXXX** annually. Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
- 4.7.** 24/7 Live Hotline. **\$XXXXXX** annually. Live answered Hotline that can dispatch to responsible parties depending on identified call flow.
- 4.8.** Public Facing Portal. **\$XXXXXX** annually. Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.
- 4.9.** Maximum Price: In no event will the total subscription fees in the first year exceed **\$9,500.00**. Future years' renewals will be subject to an annual increase not to exceed 5% per annum.
- 4.10.** Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT The Town of Woodstock

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

Sugarbush License Agreement

Section I. Contracting Parties, Description of Property and Term of Lease

1. This license agreement is made between the Town Of Woodstock, here in ...
Landowner, and Olmstead Family Farm, P.O. Box 362, Bethel, VT 05032, here in
the Lessee(s).
2. The Landowner, in consideration of the agreements with the Lessee(s) here in after set forth,
hereby leases to the Lessee (s), maple trees to use for tapping and the production of maple sap
and the right to transport such sap to a processing location herein described on the Town Farm
Woodlot located on the Long Hill Road in the town of Woodstock, Windsor County, Vermont,
3. Description of lands included in this lease: "The Woodstock Town forest located on Long Hill
Road, containing approximately 100.80 acres. Reference is made to a Forest Management Map,
created April 2014, by Patrick Barlett of Bartlett Forestry & Wildlife, LLC. Reference is made
to a survey map created July 22, 2015, by Robert A. Holt of Holt Survey Associates. The
boundary lines have been blazed in 2015 with red paint according to established practice."
4. This lease shall become effective on the first day of June 2026 and
shall continue in force until the last day of the month of May 2036. Provided that the Landowner
has not given notice of cancellation for cause.

Section II. Land Use

Maple trees and the leased premises shall be maintained by the Lessee (s) in their present condition, or improved, and the yield of sap maintained or increased by up to date methods of tapping, installation of tubing, as recommended by the County Forester of the Vermont Department of Forests, Parks and Recreation, UVM Extension or mutually approved consulting forester. Any costs incurred shall be paid by the Lessee(s).

The following practices are mutually agreed upon:

1. Guidelines for tapping maple trees, as developed by the Vermont Department of Forests, Parks and Recreation, are attached and shall be the standard for tapping on this property. Both the Landowner(s) and Lessee (s) agree to this guideline and sign with their acceptance of this document. Many of these are not applicable. Highlights or changes include:
2. Only sugar maple trees shall be tapped. Red maples will not. Maximum tap size will be 5/16 "health spouts" with maximum depth of holes at 2" Minimum tree size for one tap: 10" dbh class (29" circumference at breast height) Minimum tree size for two taps: 16" dbh class (47" circumference at breast height) Minimum size tree for three taps: 22" dbh class (66" circumference at breast height) Steel nails will not be used to support tubing. Aluminum nails may be used.

Limited use of lag bolts or screw eyes may be used to anchor ends of main lines only. Sleeved wires with blocking is preferred.

3. Chemical sanitizers shall not be used, but proper practices to maintain tree health and reduce bacterial growth are encouraged.

4. License includes only the opportunity to tap trees for maple sap, including maintaining sap-lines, tanks and access as needed with low-impact vehicles such as ATV or snowmobile. Any use of heavy equipment must be approved by the Town Manager. (time of year, soil and root damage, erosion control, etc) The lease does not include any other use of the land, specifically recreational access, hunting or fishing rights, or tree harvesting.

5. No tree cutting is allowed, with the exception of occasional understory trees, and hazard trees as agreed upon with the Town of Woodstock or its agent.

6. The landowner reserves the right to mark trees that will not be tapped due to tree health or other criterion. This may include cancelling the sugaring season in extreme cases of forest health issues such as insect defoliation, in consultation with the VT Dept of Forests and Parks. The sugar maker may take off one year in ten for any reason.

Section III. Time and Amount of Payment

The Lessee shall pay to the Landowner the sum of \$1.50 per tap during each of the ten years that this License will remain in effect. The estimated tap count is to be 5,000. The actual tap count will be mutually agreed at the beginning of each tapping season. Payment will be due in full May 1st of each year. Deviations from this agreement, in reference to payment, shall be agreed by both parties, in writing.

Section IV. Liability

The Lessee(s) shall assume all responsibility and liability for accidents occurring to him or his employees and family members, or visitors, while engaged in the tapping of trees, gathering of sap, thinning, line maintenance, and crossing of the Landowners land to get to or from the leased sugarbush. The Lessee(s) shall obtain a premises liability policy covering the rented premises and shall provide a certificate of insurance, naming the Town of Woodstock as an additional insured, in an amount not less than \$1,000,00. Failure to provide said certificate of insurance shall be just cause for lease cancellation at the sole option of the Landowner.

The Lessee(s) shall be responsible for suppressing forest fires which may start while he is working on this property, and shall maintain all roads or fences in the same or better condition than as the initial lease.

The Lessee(s) shall watch for any evidence of insect, disease, or rodent damage which might occur on the area and shall advise the Landowner and County Forester of such damage.

Section V. The Landowner Agrees to:

1. Furnish the area described above and access to such area as described above, including the use of existing roads for the purposes of managing the leased area.

Section VI. The Lessee(s) Agrees to:

1. Follow approved management practices for the development of existing young maple trees into trees of the size to harvest sap from and to protect these trees from damage.
2. Furnish all labor, equipment, supplies and all operational expenses excepting electricity as noted elsewhere.
3. Neither assign or sublet any of the land or property covered in this lease to any other person or persons without the express written permission of the Landowner.
4. The Lessee(s) agrees to maintain liability insurance as set forth in the provisions of Section IV.
5. Remove all spouts from the trees in a timely manner, but not later than May 15 of each year.
6. Vehicles for use in tubing or bucket installation or sap gathering such as tractors, sleds or trailers shall be operated with care so to prevent damage and scaring to the bases and roots of all trees.
7. Main trails (as agreed upon during the initial walk-through) must be kept open for recreation. Any sap-lines crossing the main trails need to be disconnected each season, (April 15 to January 1) propped to over 12' in height or routed through a culvert under the trail. Other options will be considered to keep trails available for recreation. All trails will be maintained to prevent erosion.
8. Operations on premises to be in compliance with all Federal, State, and Local laws, rules, regulations and ordinances.
9. To repair any substantial road damage caused by Lessee's vehicles on the road connected to the Town Forest

Section VII. Electricity:

1. Lessee agrees to provide electricity for the operation of a vacuum pump. This will be on a meter and the bill will be in the name of the Town of Woodstock.
2. Lessee agrees to have a separate electrical hook-up and meter for all other electricity needs such as a RO Pump, heaters, lighting, etc. This meter will be billed directly to Lessee.

Section VIII. Removal of sap collection tubing, tanks, buildings, etc.

All tubing, tanks, buildings, etc. will be removed by the Lessee prior to July 15, 2035, unless Lessee has negotiated a subsequent License to tap trees for an additional period of time.

Enforcement of Agreements and Arbitration:

1. Failure of either party to comply with the agreements set forth in this lease shall make him/her liable for damages caused by such non-compliance. Any claim by either party for such damages shall be presented, in writing to the other party, at least 60 days before the termination of said lease.
2. If either or both parties of this lease die during the term of the lease, the provisions of this lease shall be binding upon the heirs, executors, and administrators.
3. Any disagreements between the Landowner and the Lessee(s) shall be referred to an arbitration panel of three disinterested persons. One of whom shall be appointed by the Landowner, one by the Lessee(s) and a third appointed by the two thus appointed. The decision of the arbitration panel shall be considered binding on the parties of this lease and enforceable by a court of law of competent jurisdiction. Any costs for such arbitration shall be shared equally by the Landowner and Lessee(s).

Section X. Signatures:



Echo Market: Supporting Community & Commerce in Woodstock

About Echo Market

Echo Market is more than a business—it is a movement dedicated to restoring the balance between people, nature, and the economy. Located in the heart of Woodstock, Vermont, we serve as a hub for regenerative commerce, connecting our community to products, ideas, and initiatives that support artisans, farmers, and sustainable businesses.

At Echo Market, we curate a selection of ethically sourced, regenerative goods, including New England textiles, natural skincare, and herbal medicines. By focusing on biodiversity, sustainability, and entrepreneurship, we create opportunities for small businesses, the majority of which are women-owned, to thrive while offering the community access to high-quality, environmentally responsible products.

Beyond retail, Echo Market is deeply invested in economic and community development. We believe that resilient communities are built through shared experiences, education, and regenerative business practices. Our mission is to create a thriving, self-sustaining ecosystem that enriches both our economy and our environment, ensuring that future generations can continue to enjoy the beauty and prosperity of Vermont.

Marketing Plan

We will communicate with the community through our social channels during our Spring 2025 Spring Refresh, highlighting the support we received from Woodstock and the EDC.

1. Include one mention in our Weekly Wellness newsletter.
2. Include one mention on our Instagram as part of our two-year anniversary store refresh.

Use of Funds

The EDC grant has been used to cover two months of rent for Echo Market's leased storefront, ensuring that this once-vacant space is now an active contributor to Woodstock's economic vitality.

By securing this space, Echo Market is:

- Preventing commercial stagnation by revitalizing a previously underutilized storefront in a keystone village building.
- Supporting local businesses and artisans by providing a dedicated retail and community space for regenerative products.
- Creating local employment opportunities, helping to sustain and grow Woodstock's economy.
- Enhancing community engagement through day-to-day connection, educational series, and a retail experience rooted in sustainability and regeneration.

This investment ensures that Echo Market can continue to serve as a beacon for economic resilience and environmental stewardship, aligning with the EDC's mission to strengthen Woodstock's commercial and community landscape.

We are honored to partner with the EDC in this effort and look forward to continuing to contribute to the vitality of our village.

LANDOWNER AGREEMENT VERMONT MOUNTAIN BIKE ASSOCIATION

THIS AGREEMENT is entered into by and between Town of Woodstock (referred to elsewhere in this document as the "Landowner"), with a principal address of 31 The Green, PO Box 488, Woodstock, VT 05091 and Woodstock Area Mountain Bike Association, Inc., a Chapter of Vermont Mountain Bike Association, Inc. (referred to elsewhere in this document as the "Chapter") for the specific purpose of allowing recreational use of trails on a piece of property in the town of Woodstock.

WHEREAS, the Chapter wishes to provide a satisfying recreational experience for the public by constructing and maintaining recreational trails on the Property utilizing, in part, public funding; and

WHEREAS, many public funding grant programs, including the U.S. Federal Highway Recreational Trail Program, require that trails constructed with such public funding must be open for public use for a minimum period of the useful life of the trail, which the State of Vermont has determined to be 10 years; and

WHEREAS, should VMBA be the grantee of federal, state, or private grant funds that will be used to construct the recreational trail by the Chapter, VMBA and the Chapter are responsible for complying with all grant requirements; and

WHEREAS, the Landowner is interested in planning for and assisting the Chapter with the continuity of its recreational trail system;

WHEREAS, the Chapter wishes to maintain free public access to any recreational trails it develops on the Landowner's private land for a minimum period of 10 years;

NOW THEREFORE, the Landowner and Chapter agree to the following:

I. DEFINITIONS

- a. Recreational Use may include mountain biking, including e-assist mountain biking and adaptive mountain bikes, winter fat biking, cross country skiing, snowshoeing and hiking for a period of at least 10 years and shall not include any other motorized use, except that the Chapter may utilize motorized vehicles, such as a mini-excavator and snow grooming equipment, for the purposes of constructing and maintaining trails and/or emergency response where appropriate.
- b. The Property refers to a piece of property located at 2914 Cox District Road, Woodstock, Vermont and identified on the tax parcel maps for the Town of

Woodstock, as parcel number 03.02.22, and consisting of approximately 358 acres. See map attached as Exhibit A.

II. OBLIGATIONS OF THE LANDOWNER

- a. The Landowner shall allow the Chapter to construct, maintain and repair the Recreational Trails on the Property as depicted on the map attached as Exhibit A and to keep the Recreational Trails open and available for public use for a period of at least 10 years, and as approved in any federal, state, or private grant awarded to VMBA for the construction of the Recreational Trails.
- b. The Landowner shall allow the public to utilize trails, built and maintained by the Chapter for Recreational Use without charge for a period of at least 10 years.
- c. The Landowner shall notify the Chapter of any upcoming forest management or other land management activities which are planned in the vicinity of the Recreational Trails and may impact the use of the Recreational Trails. The Landowner can temporarily close off the trails or parts of the trails for the purposes of public safety and for the minimum duration necessary. The duration of closure shall be determined in coordination with the VMBA Chapter.
- d. The Landowner shall notify the Chapter of any changes in the Landowner's contact information listed at the bottom of this agreement.
- e. The Landowner shall notify the Chapter of any problems or issues arising from Recreational Use.
- f. The Landowner shall allow the Chapter to create a digital map ("shapefile") of the constructed trails and submit said file to the Vermont Trails & Greenways Council (VTGC) for incorporation into the Vermont Trails System (VTS) database. Furthermore, the Landowner agrees to allow the Chapter to make said mapping information publicly available through digital mapping websites such as, but not limited to, Trailforks, Trailhub, and Trailfinder, which shall be managed by the Chapter in coordination with the Landowner.

III. OBLIGATIONS OF THE CHAPTER

- a. The Chapter shall construct and maintain the Recreational Trails at its sole expense, in a safe manner utilizing best practices that allows for Recreational Use by the general public for a period of at least 10 years.

- b. Before constructing any new Recreational Trails or rerouting on the Property, the Chapter shall examine the route of the proposed Recreational Trails with the Landowner, in order to confirm the route is acceptable to the Landowner.
- c. Prior to commencing construction of any new Recreational Trails on the Property, the Chapter shall be solely responsible for obtaining any required local, state or federal land use permits.
- d. The Chapter shall notify the Landowner of any changes in the Chapter's contact information listed at the bottom of this agreement, including the name of the primary contact person for the Chapter.
- e. The Chapter shall communicate with all users of the Recreational Trails about any temporary trail closure and will communicate this with trails users through available channels.
- f. The Chapter shall, at least annually, communicate with the Landowner, its construction/maintenance plans for the Recreational Trails.
- g. The Chapter shall encourage all users of the Recreational Trails to report any illicit uses or activities on the Property which are not consistent with the Landowner's management plan or wishes.
- h. The Chapter shall respond promptly to any Landowner concerns arising from Recreational Use on the Property.

IV. TRAIL MANAGEMENT

- a. The Recreational Trail shall be built to accommodate Recreational Use and as approved by any awarded federal, state, or private Grant, including but not limited to the Recreational Trails Program.
- b. The tread of the trail shall not exceed four feet zero inches in width unless dictated by special circumstances. In which case, the Landowner and Chapter shall discuss specifics and determine a mutually agreeable solution.
- c. The Chapter shall be permitted to build bridges, install culverts, grade the tread, install stone or take other steps to improve drainage of the Recreational Trails.
- d. The Landowner shall not obstruct or close the Recreational Trails.
- e. The Landowner shall maintain the parking lot located at the trail head near Cox District Road.

- f. The Chapter shall have the discretion to temporarily close or otherwise limit access to all or part of the Recreational Trails for public safety or maintenance and repair.

V. LENGTH OF AGREEMENT

This agreement shall become effective when signed by the Chapter and the Landowner. If Chapter utilizes public funding for construction or maintenance, this agreement shall remain in effect for a period of no less than 10 years and may be modified or renewed upon written agreement by both the Landowner and the Chapter. After the 10-year period, either party may choose to terminate the agreement in writing, providing a period of no less than three (3) months before the agreement shall cease to be in effect.

VI. GENERAL PROVISIONS

- a. Landowner acknowledges that the Recreational Trail shall become part of the Vermont Trail System, pursuant to 10 V.S.A. Chapter 20. This designation helps to limit any possible Act 250 jurisdiction over the Recreational Trails to only the Recreational Trail corridor and not the remainder of the Property (except in cases where the property is already subject to an existing Act 250 permit).
- b. Neither this Agreement nor any use of the Recreational Trails established pursuant to this agreement shall, under any circumstances, entitle the Vermont Mountain Bike Association, the Chapter, or any other Chapter, or any member of any one or more such organizations, to claim any dedication, any right of adverse possession, any prescriptive easement, or any similar right with respect to any portion of the Landowner's property.
- c. Landowner acknowledges that the Recreational Trails may be subject to Act 250 and/or local zoning jurisdiction. Pursuant to Section II, above, the Chapter shall be responsible for acquiring and managing any required permits. The Landowner agrees to cooperate with the Chapter by signing any permit applications or taking any other actions that will facilitate the Chapter's acquisition of a permit.
- d. Neither this agreement nor any right or duty of either party may be transferred, assigned, conveyed or contracted without the prior written permission of the other party.

VII. LIABILITY

- a. The Chapter, through VMBA, shall indemnify and hold the Landowner harmless against all loss and liability to public users of the Recreational Trails except to the extent such loss and liability is caused by the Landowner's intentional, willful or wanton misconduct. Through this agreement, VMBA hereby names the Landowner as an additional insured under VMBA's insurance policy. Notwithstanding the foregoing, this paragraph shall not apply, and VMBA shall have no duty to indemnify Landowner, in the event Landowner charges a fee to public users to use any portion of the Property.
- b. In the event the (a) landowner liability protection afforded by 10 V.S.A. Chapter 20 or 12 V.S.A. Chapter 203 is repealed or altered in a manner which materially increases, in Landowner's reasonable opinion, Landowner's potential liability to public users of the Recreational Trails, and (b) no other statute or law affords Landowner, in Landowner's reasonable opinion, liability protection which is substantially similar to that now afforded by 10 V.S.A. Chapter 20 or 12 V.S.A. Chapter 203; and (c) the Chapter, through VMBA, elects not to provide reasonable insurance coverage or otherwise agree to hold Landowner harmless against potential liability to public users of the Recreational Trails, then this agreement shall terminate and be rendered null and void.

VIII. GENERAL TERMS

- a. In the event of any dispute arising from or relating to this Agreement, the parties hereto shall attempt to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within 60 days, then, upon notice by either party to the other, such disputes may be submitted to the courts of the County of Windsor in the State of Vermont as described in Section VII(d) below.
- b. This Agreement shall be deemed to have been made and executed in the State of Vermont and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Vermont, without reference to its conflict of laws principles.
- c. In the event of any dispute related to this Agreement, the substantially prevailing party shall be entitled to recover all its expenses related to such dispute, including reasonable and documented attorneys' fees and court costs.
- d. The parties agree to submit any dispute relating to this Agreement to the jurisdiction of the federal or state courts within the County of Windsor in the State of Vermont, and the parties hereby submit to the exclusive jurisdiction of such courts. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the

lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit.

- e. In the event any provision, term, condition, or covenant contained in this Agreement (or any portion thereof) is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision (or portion thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will remain in full force and effect.
- f. This Agreement constitutes the complete agreement between the parties and supersedes all prior communications and agreements between them with respect to the subject matter hereof and may not be modified or otherwise amended except by a further writing executed by both parties hereto, which writing specifies that it is an amendment hereto.
- g. The parties acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties and not in favor or against either party.
- h. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when each party has signed a counterpart. Execution and delivery of an electronic or PDF copy of this Agreement (whether via original or electronic signature) shall have the same force and effect as execution and delivery of original signatures.

IX. SIGNATURES

The signatories below agree to the terms and conditions of this agreement.

LANDOWNER:

Name: Eric Duffy
Title: Municipal Manager

Date

Town of Woodstock
31 The Green
PO Box 488
Woodstock, VT 05091
eduffy@townofwoodstock.org
802-457-3456

CHAPTER:

Name: Matthew Stout
Title: President

Date

Woodstock Area Mountain Bike Association, Inc.
3420 Cox District Rd
Woodstock, VT 05091
mgstout@gmail.com
802-282-2127

VERMONT MOUNTAIN BIKE ASSOCIATION:

VMBA Signature

Date

VMBA Contact Information:
PO Box 2055, South Burlington, VT 05407
nick@vmba.org
(802) 540-2447
www.vmba.org