Town of Woodstock Selectboard Meeting August 19th, 2025 6:00PM Town Hall & Zoom Agenda

A. Call to order

B. Additions to & deletions from posted agenda

C. Citizen Comments – three-minute Limit

D. Manager's Report

E. Votes

Liquor License:

Bern LLC - 1st, 3rd, OCP

F. Discussion

Presentation from Ryan Silvestri concerning Woodstock's Upcoming Reappraisal

Presentation-Finance Committee: Water Department Model

Investment Advisory Committee

Guidelines for water abatement

G. Votes

Ambulance Billing Contract - Medical Business Service LLC

Revision to Grand List

Foliage Road Closure- Cloudland Road

Setting of FY26 Tax Rate

Pomfret Ambulance Contract

Catalis Assessing Software Contract

H. Proposed executive session 1 V.S.A 313

I. Other Business

J. Approval of Minutes

07.22.25

K. 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

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Application ID:

DLL - Application - 63541

Application for:

Outside Consumption Permit

Category of Business:

OCP

Business/ Entity Information

Business/ Entity Name:

BERN LLC

Business Address:

431 Woodstock Road, Woodstock, Vermont 05091

Phone:

802--236-4094

Email:

nate@mtbvt.com

Business ID:

0463520

Entity Type:

Limited Liability Corporation

Management Type if LLC:

Member-managed

Foundational License (if applicable)

License Type:

License Number:

Licensee Name:

License Status:

Licensee Address:

License Start Date:

License End Date:

Event Contact/s

Person:

Business Role:

Phone:

Business Address:

Email:

Violations:

Violation ID

Court/Traffic Bureau

Offense

Date of Offense

Event Premises Details

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Location Name:

Ranch Camp Woodstock

Location Address:

431 Woodstock Road,

Woodstock, Vermont 05091

Local Jurisdiction/ Town Clerk:

Woodstock

Start date and time of event

End date and time of event

Approximate Number of Persons Expected

Describe the type of event/ OCP Area:

outdoor covered deck with bar and railing

Documents Attached

Name	Document Type	Assosicated With
D-30089	Trade Name Registration	BERN LLC
D-30090	Articles of Organization	BERN LLC
D-30091	Operating Agreement	BERN LLC

Payment and Acknowledgement

Signed by:

Date and time of Submission:

2025-07-31 21:36:43

Local Application Fee:

0

State of Vermont / DLL Application Fee:

20.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false

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Application ID:

DLL - Application - 63540

Application for:

Third Class Restaurant/Bar License

Category of Business:

Third Class

Business/ Entity Information

Business/ Entity Name:

BERN LLC

Business Address:

431 Woodstock Road, Woodstock, Vermont 05091

Phone:

802--236-4094

Email:

nate@mtbvt.com

Business ID:

0463520

Entity Type:

Limited Liability Corporation

Management Type if LLC:

Member-managed

People Information

• Person:

Evan Chrismark

Business Role:

Partner

Email:

evan@ranchcampvt.com

Business Address:

135 hubbard farm rd,

waterbury center, Vermont, 05677

Yes

Phone:

802-999-9489

Political Position

US Citizen?

Name: Evan Chrismark

Office:

Jurisdiction:

Violations:

Violation ID Court/Traffic Bureau	Offense	Date of Offense	
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• Person:

Ryan Thibault

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Business Role:

Partner

Email:

ryan@ranchcampvt.com

Business Address:

301 Winterbird Rd,

Stowe, Vermont, 05672

Yes

Phone:

8025855495

Political Position

US Citizen?

Name: Ryan Thibault

Office:

Jurisdiction:

Violations:

			,	
Violation ID	Court/Traffic Bureau	Offense	Date of Offense	

• Person:

Brian Burchell

Business Role:

Partner

Email:

brian@ranchcampvt.com

Business Address:

20 pinecrest Rd,

Ho-Ho-kus, New Jersey, 07423

US Citizen?

Yes

Phone:

2018190321

Political Position

Name: Brian Burchell

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
Violation ID	Court/Traine Bureau	Ollelise	Date of Offense

• Person:

Nathan Freund

Business Role:

Business Principal

Email:

nate@mtbvt.com

Business Address:

35 Stimets Rd,

Woodstock, Vermont, 05091

US Citizen?

Political Position

Phone:

Name: Nathan Freund

Office:

Jurisdiction:

Violations:

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Offense

Date of Offense

Location/ Premises Detail

Location Name:

Ranch Camp Woodstock

Location Address:

431 Woodstock Road,

Woodstock, Vermont 05091

Local Jurisdiction/ Town Clerk:

Woodstock

Do you lease this Premises:

Health License:

Food:

Lodging:

Vermont Tax Department:

11392208001

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

License Number:

Licensee Name:

License Status:

Licensee Address:

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-30089	Trade Name Registration	BERN LLC
D-30090	Articles of Organization	BERN LLÇ
D-30091	Operating Agreement	BERN LLC

Payment and Acknowledgement

Signed by:

Nathan Freund

State of Vermont / DLL Application Fee:

1095.00

Date of Submission:

2025-07-31 21:34:51

State of Vermont / DLL Payment Status:

Local Control Payment Status:

Local Application Fee:

false

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Application ID:

DLL - Application - 63539

Application for:

First Class Restaurant/Bar License

Category of Business:

First Class

Business/ Entity Information

Business/ Entity Name:

BERN LLC

Business ID:

0463520

Business Address:

431 Woodstock Road,

Woodstock, Vermont 05091

Phone:

802--236-4094

Email:

nate@mtbvt.com

Entity Type:

Limited Liability Corporation

Management Type if LLC:

Member-managed

People Information

• Person:

Evan Chrismark

Business Role:

Partner

Email:

evan@ranchcampvt.com

Business Address:

135 hubbard farm rd,

waterbury center, Vermont, 05677

US Citizen?

Yes

Phone:

802-999-9489

Political Position

Name: Evan Chrismark

Office:

Jurisdiction:

Violations:

Violation ID Court/Traffic Bureau Offense Date of Offense		
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• Person:

Ryan Thibault

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Email: **Business Role:** ryan@ranchcampvt.com Partner **US Citizen? Business Address:** Yes 301 Winterbird Rd, Stowe, Vermont, 05672 **Political Position** Phone: Name: Ryan Thibault 8025855495 Office: Jurisdiction: Violations: Court/Traffic Bureau Offense **Date of Offense Violation ID** • Person: Brian Burchell **Business Role:** Email: brian@ranchcampvt.com Partner **US Citizen? Business Address:** 20 pinecrest Rd, Yes Ho-Ho-kus, New Jersey, 07423 **Political Position** Phone: Name: Brian Burchell 2018190321 Office: Jurisdiction: Violations: **Date of Offense** Court/Traffic Bureau Offense Violation ID • Person: Nathan Freund Email: **Business Role:** nate@mtbvt.com **Business Principal Business Address: US Citizen?** 35 Stimets Rd, **Political Position** Woodstock, Vermont, 05091 Name: Nathan Freund Phone: Office: Jurisdiction:

Violations:

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Violation ID Court/Traffic Bureau Offense Date of Offense

Location/ Premises Detail

Location Name:

Ranch Camp Woodstock

Location Address: 431 Woodstock Road,

Woodstock, Vermont 05091

Local Jurisdiction/ Town Clerk:

Woodstock

Do you lease this Premises:

Health License:

Food: Lodging:

Vermont Tax Department:

11392208-001

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

License Number:

Licensee Name:

License Status:

Licensee Address:

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-30089	Trade Name Registration	BERN LLC
D-30090	Articles of Organization	BERN LLC
D-30091	Operating Agreement	BERN LLC

Payment and Acknowledgement

Signed by:

Nathan Freund

State of Vermont / DLL Application Fee:

115.00

Date of Submission:

2025-07-31 21:17:10

State of Vermont / DLL Payment Status:

Local Control Payment Status:

Local Application Fee:

false

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Finance Committee

Setting the Water Rate Structure - Status Update -

Preview Selectboard Meeting Presentation August 19

Our presentation will cover five sections. The first three are previewed here, sections 4 and 5 will be discussed in the meeting.

- 1. The Task A reminder of what we were tasked to do
- 2. The Current Situation Details to ensure common understanding of the issue
- 3. The Work Details to show the work we've done over the past six months
- 4. The Results We will present several different scenarios
- 5. Next Steps

Section 1. The Task

In November, the Selectboard asked the Finance Committee to propose new rate structure options that meet certain goals Fundamental Goals

- Create revenue to cover expenses plus maintenance plus capital reserves for future major improvements
- Meet Vermont Bond Bank borrowing requirements

Desired Goals

- Incentivize conservation
- Incentivize development
- Keep the stratification scheme for different user groups simple
- Do not create an undue penalty for businesses to start up
- Subsidize affordable housing
- Consider setting fees for special uses (e.g. swimming pools, irrigation)
- Minimize the use of self-reporting and incentivize the use of meters

Section 2. The Current Situation

Today Woodstock Water is not a reliable water system for our community

- The system is in bad shape
 - The water pressure is inadequate and non compliant for the fire hydrants to function
 - o The majority of the system is cast-iron pipes that are beyond their useful life
 - Laid between 1890-1900 with a useful life of between 80 and 100 years
 - o The current leakage rate is 31%
 - System upgrades which should have been initiated 50 to 60 years ago were ignored
 - No preventative repairs have been made, just patchwork repairs when things broke
- No financial reserves have been set aside for the past 50 to 60 years
- Woodstock's water has been underpriced for many years
 - We understand the last rate increase was 13 years ago
 - o The average residential charge for Woodstock Water is \$364
 - The average residential charge in Vermont \$552 and in the US is \$816
 (Source: American Society of Civil Engineers 2023 Infrastructure Report Card)

Woodstock Water requires a new rate structure that covers costs to ensure a reliable water system

- We face numerous necessary costly infrastructure upgrades
 - Post flooding repairs
 - Water pressure for hydrants
 - Entire system pipe upgrade and other aging components
- A new rate structure must pay for
 - The \$5.9 million infrastructure portion of the bond approved by Woodstock citizens
 - The \$800,000 interest free loan for the Elm St Bridge repair
- A new rate structure should allow for additional infrastructure upgrades
 - \$5.5 million for a new tank in year FY2029 and FY2030
 - \$900,000 for Cox District Road Dam renovation in FY2033 and FY2034
 - Replacement of additional deteriorated pipes after current projects are completed is anticipated to be in excess of \$24.5 million starting in FY2031, allowing for 5% a year

Section 3. The Work

The Finance Committee gathered information, built a financial model and experimented with alternative rate options

- We reviewed water rate structures from 20 Vermont towns and analyzed information from 10 Vermont towns to learn how other towns handle rate structures
- There is no consistency in the mix of access charge and usage charge or total charges
 - Woodstock's current charges are from 10% higher to 127% lower than other towns
 - On average, Woodstock's current charges are over 40% lower than other VT towns
- There is no standard language used, many different terms are used to describe the same thing

Access Fee	Fixed amount charged to every customer that includes a usage allowance Also called base charge, base rate, capacity charge
Usage Fee	Variable amount charged to customer based on usage beyond usage allowance measured in gallons or cubic feet (1 cubic foot=7.48 gallons) Also called volumetric, consumption, volume used. Measured in
Other Fees Connection Fee Hydrant Fee Sprinkler Fee	One time payment for new customer Also called allocation fee Fixed cost per hydrant for private and public hydrants Fee for water use

 We gathered and verified account level information from Woodstock Aqueduct Company to create a database and reliable foundation for the model build a database

Section 3. The Work (continued)

We built a financial model that focuses on the fundamental goals and allows us to experiment with different assumptions about the future, examine different rate structures, and see the impact on different types of customers

- The starting point is the approved FY26 budget, current WAC rate structure, planned capital expenditures and debt
- We can model different assumptions about the future
 - Inflation
 - o The amount and timing of our capital expenditures (investments) to repair and expand the system
 - How much we save up in advance for these investments or rely on borrowing
- We can examine different rate structures
 - We can try different access fees, usage fees and hydrant fees (there is little effect in changing Pipe fees)
 - We can change the way rates grow (e.g. faster or slower growth in the early years, smooth growth or occasional big jumps in rates, etc)
- We can show over the next 20 years the impact on fees for different types of customers
 - Accounts that use very little water (below the minimum)
 - Average residential users
 - Commercial users
 - Hospitality and Institutional users
 - The largest single customer (The Woodstock Foundation)
 - The Town's hydrant account
- We can try to address additional goals as we move forward

Section 4. The Results

Very significant rate increases are needed under any scenario

- The water system could be financially self-sufficient simply paying for the current (\$5.9 million)bonded capital expenditures and expenses by raising the rates to the Vermont Average
 - This would require increasing the rates by about 50 to 70% initially
 - For an average residential customer this would cost about \$200 more per year
 - After the initial increase, rates would be stable (i.e. increasing only with inflation)
- But as described above, the system is almost certain to require significant capital investment beyond what has already been planned and bonded
- Funding these additional capital expenditures would require an increase in rates of about 150% over 5
 years, and further increases thereafter
 - For an average residential customer this would cost about \$500 more per year by year 5, and \$1,200 per year by year 20
- After conversations with the Vermont Bond Bank, we now understand the debt limitations for the Water Company and need to do further modeling to take this into account
- Because of the possibility of large rate increases, we are considering recommending an immediate increase of about 50 to 70% to bring residential customers to the Vermont average

Section 5. Next Steps

On August 19 we'll present some different scenarios so we can get further guidance

- How to apportion the overall rate increases among the different types of customers?
 - We'll present a scenario where every type of customer has their rates increased by the same percentage
 - We'll present a scenario that impacts different types of customers differently
- What is the appetite for risk for a rebuild of the system over twenty years vs a repair as needed approach?

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Setting the Water Rate Structure Status Update

Woodstock Finance Committee Presentation August 19, 2025



Summary of today's discussion

- Over the past six month we've built a robust financial model of the water department
- To allow us test different rate structures that cover the costs
- Working with WAC, The Vermont Bond Bank, Woodstock's Finance Director and others
- We've reached two main conclusions:
- We can fund the needed capital expenditures over the next five years and beyond by raising our rates to roughly the Vermont, and then the national, average
- We can show you how to achieve other objectives beyond covering our costs for example, encouraging conservation or encouraging business startups. But we're concerned about creating the impression that ate increases are "unfair'
- We'd like your overall feedback today, which will allow us to present you with several options and recommendations in September



Five members of the Finance Committee have worked on this project supported by Municipal staff

Finance Committee

- Ellen LeFever Jill Davies
- Jon Spector Karim Houry
 - Todd Erceg

Municipal Government

- Eric Duffy Municipal Manager 6.
- Robert Densmore Finance Director



This presentation has five sections

The Task -i

A reminder of what we were tasked to do

The Current Situation 7

Issue setup to ensure common understanding

Details to show the extent of the work we've done over six months

The Work 8

Explanation of the alternatives explored

The Results 4

Clear next steps for everyone

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Next Steps



The Task: In November, the Selectboard asked the Finance Committee to propose new rate structure options that meet certain goals

Fundamental Goals

- Create revenue to cover expenses plus maintenance plus capital reserves for future major improvements
- Meet Vermont Bond Bank borrowing requirements

Desired Goals

- Incentivize conservation
- Incentivize development
- Keep the stratification scheme for different user groups simple
- Do not create an undue penalty for businesses to start up
- Subsidize affordable housing
- Consider setting fees for special uses (e.g. swimming pools, irrigation)
- Minimize the use of self-reporting and incentivize the use of meters





Woodstock Water is not a reliable water system for our community 2. The Current Situation: As we all knew before the purchase,

The pipe system is in bad shape

The water pressure is inadequate and non compliant for the fire hydrants to function

The majority of the system is cast-iron pipes that are beyond their useful life

■ Laid between 1890-1900 with a useful life of between 80 and 100 years

The current leakage rate is 31%

System upgrades which should have been initiated 50 to 60 years ago were ignored 0

System replacement did not happen, just patchwork repairs when pipes break

No financial reserves have been set aside for the past 50 to 60 years

Woodstock's water has been underpriced for many years

We understand the last rate increase was 13 years ago

The average residential charge for Woodstock Water is \$364 a year

The average annual residential charge in Vermont is \$552 and in the US is \$816 0

Source: American Society of Civil Engineers 2023 Infrastructure Report Card



Woodstock Water requires a new rate structure that covers costs to ensure a reliable water system

- We face numerous necessary costly infrastructure upgrades
- Post flooding repairs
- Water pressure for hydrants
- Entire system pipe upgrade and other aging components
- A new rate structure must pay for
- The \$5.9 million infrastructure portion of the bond approved by Woodstock citizens
- The \$800,000 interest free loan for the Elm St Bridge repair
- A new rate structure should allow for additional infrastructure upgrades
- \$5.5 million for a new tank in year FY2029 and FY2030
- \$900,000 for Cox District Road Dam renovation in FY2033 and FY2034 0
- \$22.5 million* for additional deteriorated pipe replacement after current projects are complete
- 5% of system from FY2031 to FY3045, 5% of system per year



* Source: Engineering Reports,

3. The Work: The Finance Committee gathered information, built a financial model and experimented with alternative rate options

- We reviewed rate structures from 20 Vermont towns and analyzed the information from 10 similar to Woodstock
- We gathered and verified account level information from Woodstock Aqueduct Company to create a database and reliable foundation for the model
- We built a financial model that allows us to experiment with different rate structures



There is no standard approach to rate structures or water rates

- We gathered and reviewed rate cards from 20 Vermont towns
- Arlington, Barre, Bennington, Burlington, Colchester, Derby, Essex, Hartford, Ludlow, Middlebury, Milton, Montpelier, Northfield, Rockford, Rutland, Springfield, St Albans, Stowe, Waterbury, Windsor
- We compared the water rates of 10 towns similar to Woodstock
- Arlington, Barre, Bennington, Derby, Hartford, Milton, Montpelier, Northfield, Springfield, St Albans
- We found there is no consistency in the mix of access charge and usage charge
- We found there is no consistency in the total charges
- Woodstock's current charges are from 10% higher to 127% lower than other towns
- On average, Woodstock's current charges are over 40% lower than other VT towns 0



There is no standard language used in rate cards

Many different terms are used to describe the same thing

Access Fee	Fixed amount charged to every customer that includes a usage allowance Also called base charge, base rate, capacity charge
Usage Fee	Variable amount charged to customers based on usage beyond usage allowance measured in gallons or cubic feet (1 cubic foot=7.48 gallons) Also called volumetric, consumption, volume used
Hydrant Fees	Fixed cost per hydrant for private and public hydrants

We recommend

- Adopting a common language: Access Fee, Usage Fee, Hydrant Fee, to avoid confusion
- Communicating usage in gallons to keep things simple and meaningful



We created a database of customer level information to create a reliable foundation for the model

- We obtained a large number of billing and data collection electronic reports from Woodstock Aqueduct Company
- We downloaded and combined each report into one large relational database of customer level information
- We verified the data for the 4 most recent quarters to ensure we could replicate the invoice calculations
- We identified, clarified, and reconciled the anomalies for all invoices
- The result is a database of customer information that we can confidently use to feed the model

Note: There was no work to reconcile payables or receivables on individual accounts





We built a model that focuses on the two fundamental goals and allows us to experiment with different rate structures

- The starting point is the approved FY26 budget, current WAC rate structure, and planned capital expenditures and debt
- We can model different assumptions about the future
- Inflation
- The amount and timing of our capital expenditures (investments) to repair and expand the system 0
 - How much we save up in advance for these investments or rely on borrowing
- We can examine different rate structures
- We can change access fees, usage fees and hydrant fees
- Note: There is little effect in changing pipe fees
- We can change the way rates grow
- e.g. faster or slower growth in the early years, smooth growth or occasional big jumps etc



We can show the impact on fees for six different types of customers

75.74 17.74 19.44 19.44	User Type	Description
	No Usage Fee	Customers who use very little water less than the minimum amount included in the access fee
7	Average Residential	Residential customers who use more than the minimum amount
m	Average Commercial	Commercial customers e.g., retail, offices
4	Average Hospitality/ Institutional	Hospitality and Institutional customers e.g., bed & breakfasts, school, hospital
വ	Largest Single Customer	The largest customer, in our case the Woodstock Foundation (Billings Farm, Woodstock Resort Corp)
9	Town Hydrants	Total fee for hydrants owned and paid for by town property tax payers



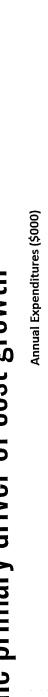
4. The Results: In our model we make a number of key assumptions

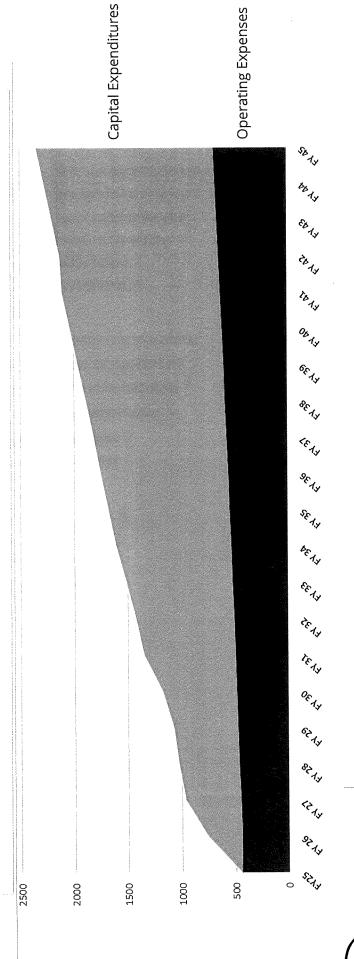
- Annual inflation is 2.4%
- All bonded and 3 major unbonded capital expenditure projects are included*
- The \$5.9 million infrastructure portion of the bond approved by Woodstock citizens
 - \$5.5 million for a new tank in year FY2029 and FY2030
- \$900,000 for Cox District Road Dam renovation in FY2033 and FY2034
- $22.5 \, \mathrm{million}^*$ for pipe replacement FY2031 to FY3045, 5% of system per year
- 10% of capital expenditures are funded by grants, 4% by capital reserves, remainder with debt
- A debt coverage ratio of 1.1 is maintained (the VT Bond Bank requires that if you borrow \$100 you must generate \$110 in surplus, excluding the cost of debt)
 - Existing accounts maintain their water usage
- 3 new accounts per year are added for the next 5 years, 5 new accounts per year thereafter
 - New users pay a connection fee that covers initial connection costs
- Revenue includes \$75,000 per year from the Economic Development Reserve Fund, and 20% from the Infrastructure Options Tax



* Source: Engineering Report plus inflation

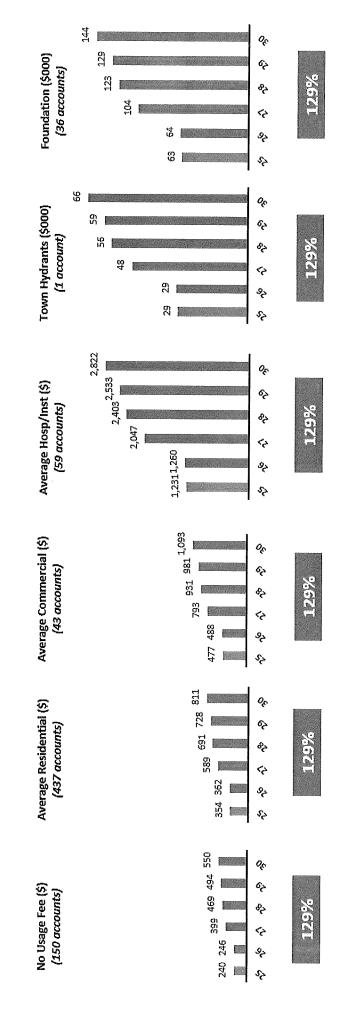
While operating expenses will grow with inflation, capital expenditures are the primary driver of cost growth





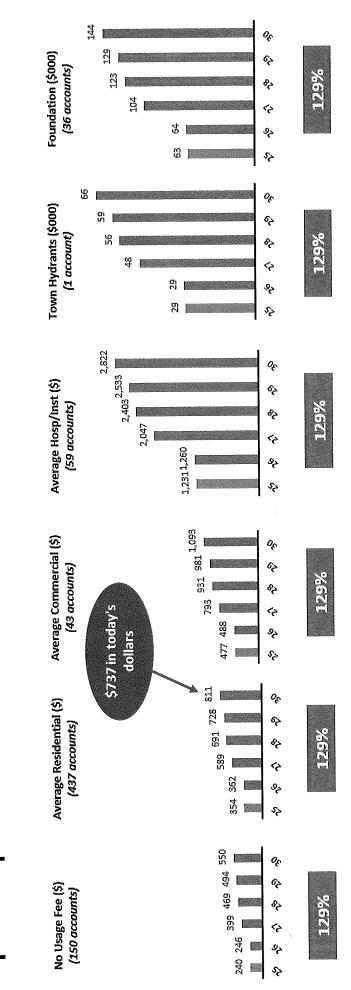


As a result, rate increases of 129% are needed to fund the operations and capital expenditures of the Woodstock Water over the next five years





As a result, rate increases of 129% are needed to fund the operations and capital expenditures of the Woodstock Water over the next five years





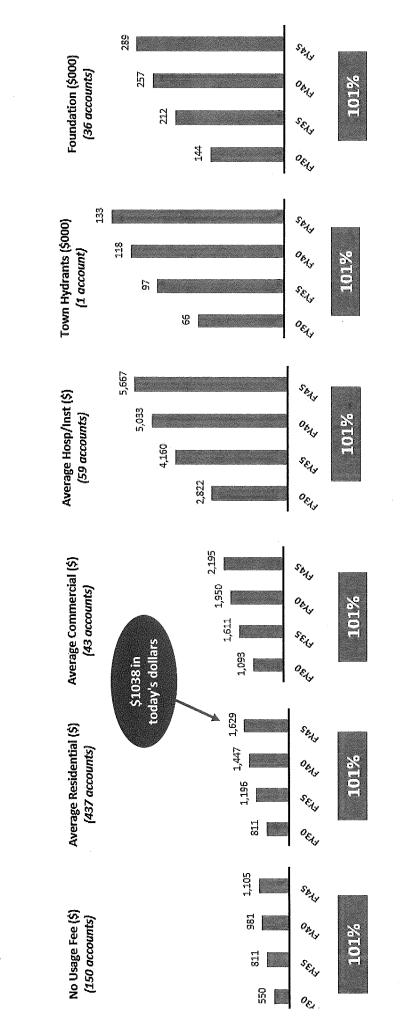
18

And rate increases will need to continue beyond FY30 to fund deferred maintenance





And rate increases will need to continue beyond FY30 to fund deferred maintenance





Going forward we can use the model to answer "what if" questions

We can use the levers differently

What if you change the Usage Fees to encourage conservation?

What if you change the debt burden share for all Town residents (connected and non-connected)?

Effectively increasing the Hydrant Fee

What if inflation rises or falls?

What if we change the amount and timing of our capital expenditures (investments) to repair and expand the system? 0

What if we borrowed and paid for the capital expenditures through larger rate increases? Would it be less expensive in the long run? 0

We can prepare different scenarios for a September presentation given your direction



5. Next steps

Selectboard

Advise Finance Committee if additional scenarios need to be run

Eric and Robert

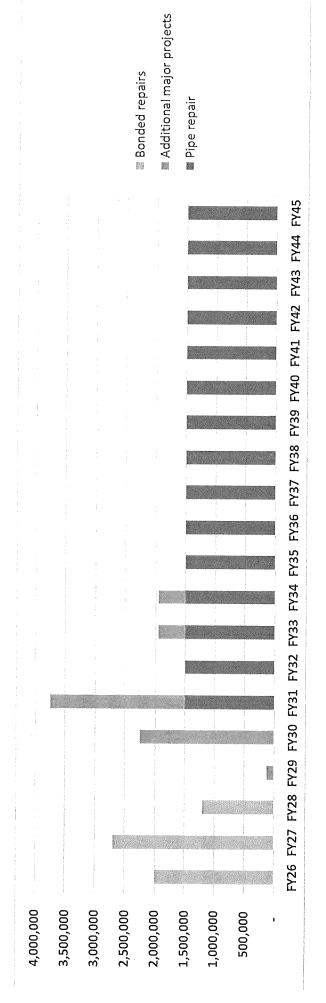
- Review model in depth
- Request any clarification in preparation of future use
- Determine if it can be leveraged and adapted for the Wastewater Project 0
- Confirm that staff has been specifically designated to actively pursue grants for all infrastructure projects 0

Finance Committee

- Run additional scenarios as requested by the Selectboard
- Make any necessary adjustments to the model per Eric/Robert's feedback



- o \$5.5 million for a new tank in year FY2029 and FY2030
- \$900,000 for Cox District Road Dam renovation in FY2033 and FY2034 0
- \$22.5 million* for additional deteriorated p ipe replacement after current projects are complete 0
 - 5% of system from FY2031 to FY3045, 5% of system per year

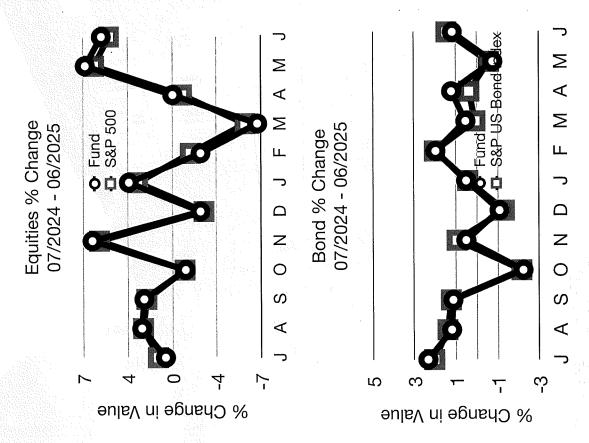




Woodstock Rockefeller Endowment Fund

Annual Report Fiscal Year 2024-2025

- Fund total value as of June 30th 2025: \$2,193, 243 (change of +7.5% since June 30th, 2024)
- Fund total includes \$125,030 allocated
 to the Vermont Community Loan Fund
 - Fund total accounts for the annual \$87,500 payment to the Town and Village in January 2025
- Asset portioning of the fund was modified in fall 2024 to 75% equities, and 25% bonds. Both are invested in low-cost Vanguard index funds.
- Equities have been within a 1% difference of the S&P 500 for all of the past 12 months, and have outperformed 8 of the past 12 months
- Bonds have been within 1% difference of the S&P US Bond Index for all of the past 12 months, have outperformed 5 of the past 12 months



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BILLING SERVICES AGREEMENT

by and between

TOWN OF WOODSTOCK

and

Medical Business Services, LLC

This AGREEMENT is made by and between TOWN OF WOODSTOCK, located at 31 the Green., Woodstock Vermont (hereinafter "Woodstock") and Medical Business Services, LLC (hereinafter "MBS"), a Vermont Limited Liability Company located at 26 Susie Wilson Road, Essex Junction, Vermont, to be effective on October 1, 2025, for a period of three years.

The parties, wishing to be bound, hereby agree as follows:

:1

- A. On behalf of WOODSTOCK and its Ambulance Service, MBS shall bill responsible parties, including insurance companies, federal reimbursement programs, and private payers for all ambulance services that are eligible for payment.
- **B.** MBS shall be knowledgeable of and comply with the procedures established by each responsible party.
- C. WOODSTOCK shall be responsible for obtaining necessary information and signatures as required by the Center for Medicaid and Medicare Services for billing from patients and others and supplying it to MBS. It shall deliver call reports, physician's certifications, authorizations, and necessary documentation to MBS using methods as agreed between the parties.
- **D.** MBS shall account for all billings monthly via month-end closing reports.
- E. Using procedures agreed to by the parties, payments shall be deposited directly to WOODSTOCK accounts either by check or by Electronic Funds Transfer, and MBS shall not commingle funds with its own.
- F. MBS's phone number shall be listed on outgoing bills and MBS shall be the first point of contact for payers that have billing questions. If the nature of the inquiry relates to the actual call or the cost of the call or other matters that are not procedural in nature, MBS shall refer the payer to WOODSTOCK.
- G. WOODSTOCK may authorize MBS to accept payment plans, patient assistance, and discounts under terms established by WOODSTOCK from time to time and supplied to MBS in writing.
- H. MBS does not warrant, covenant, or guarantee payment of any submitted bills. WOODSTOCK understands that some issues regarding the appropriate billing of ambulance runs to payers may lack clear guidance from the payers. As a result, it

- is possible for a bill to be audited by a payer and determined, by them, to have been erroneously paid. In that event it is possible that the payment amount, plus interest, may be required to be returned by WOODSTOCK.
- I. WOODSTOCK shall pay MBS a sum equal to 08% of actual payment amounts. MBS shall bill monthly along with monthly reports, with payment due within 30 days of receipt.
- J. This agreement may be terminated by either party without case by providing the other 180 days written notice.
- **K.** Within 30 days of execution of this agreement MBS shall supply WOODSTOCK with a HIPAA compliant Business Associate Agreement, and that agreement shall be incorporated into this agreement by reference.
- L. WOODSTOCK authorizes MBS and designates MBS as its authorized agent or surrogate for the purposes of establishing payment methods from payers, including Commercial Payers, Medicaid, Medicare, or other governmental programs, including establishing or changing provider information, payment addresses, electronic funds transfer, and electronic data interface as necessary.

For Medical Business Services, LLC

Jeffrey W. Spencer, Owner, and Manager

Date:

For TOWN OF WOODSTOCK

Duly Authorized

Date:

TOWN OF WOODSTOCK BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement") is effective upon signing of a Billing Services agreement ("Billing Services Agreement") and is entered into by and between **TOWN OF WOODSTOCK** ("Covered Entity") and **Medical Business Services**, **LLC** (the "Business Associate").

- 1. **Term**. This Agreement shall remain in effect for the duration of the Billing Service Agreement as well as any periods thereafter that MBS provides Billing Services and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to the Billing Services Agreement.
- 2. **HIPAA Assurances**. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:
 - (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - (b) Not use or further disclose the PHI, except as permitted by law;
 - (c) Not use or further disclose the PHI in a manner that had WOODSTOCK done so, would violate the requirements of HIPAA;
 - (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
 - (f) Report promptly to WOODSTOCK any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
 - (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
- (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
- (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
- 3. **Termination Upon Breach of Provisions**. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
- 4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement or any Billing Services, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.
- 5. **No Third-Party Beneficiaries**. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

- 6. **De-Identified Data**. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
- 7. **Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
- 8. **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
- 9. **Definitions**. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
- 10. **Survival**. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

For Medical Business Services, LLC
Jeffrey W. Spencer, Owner, and Manager Date:
For TOWN OF WOODSTOCK
Duly Authorized Date:

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Woodstock, Vermont The Shire Town of Windsor County

TOWN-VILLAGE MANAGER GOVERNMENT

Town Hall • P.O. Box 488 • Woodstock, Vermont 05091 • 802/457-3456

August 11,2025

TO: Woodstock Selectboard

FROM: Woodstock Assessors

RE: Errors and Omission to 2025 Lodged Grand List.

The Listers need to make a correction to the 2025 Lodged Grand List.

After we had lodged the Grand List The State provided us with new Utility assessment information,

From Vermont Electric Power Company Parcel ID# 00000001.037 Span # 786-250-12193

Assessment: \$168,700.00

This will need to be added to the 2025 Grand List

Thank you for your consideration.

Sincerely,

Káthy Avellino

Approval

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TOWN OF POMFRET, VERMONT

SELECTBOARD

Draft - August 7, 2025

To:

The Pomfret Community

From:

Town of Pomfret Selectboard

Date:

August [19th], 2025

Subject:

2025 Foliage Season Traffic Management

I. Introduction

This memorandum summarizes steps the Town of Pomfret will take to manage and ameliorate traffic issues during the 2025 Foliage Season (as defined below) along Cloudland Road (TH #5 and Woodstock TH #44) and Barber Hill Road (TH #5) created primarily by extraordinary tourism interest in private properties.

Foliage season traffic in this area has steadily increased during the last several years, causing significant safety, environmental, aesthetic, and quality of life issues. The steps summarized in this memo are part of a comprehensive effort, in coordination with area residents, to address these issues on the ground, through dialogue with local government partners, and on social and other information media.

Last year, the Town of Pomfret, in coordination with the Town of Woodstock, closed Cloudland Road south of Barber Hill Road and limited Barber Hill Road to one-way traffic westbound from Wednesday, September 25 through Wednesday, October 16, 2024. These traffic pattern changes are described in a memorandum approved by the Pomfret Selectboard on July 17, 2024. Similar changes also were implemented in 2023.

Feedback on the traffic pattern changes implemented during the last two years has been mostly positive, especially among residents in the affected area. For this and other reasons, the Pomfret Selectboard has determined to implement a similar plan for the 2025 Foliage Season, as described herein.

The subject of this memo was discussed at the August 6, 2025, Pomfret Selectboard meeting and reflects feedback provided by interested parties. This memo was approved by the Pomfret Selectboard on August 6, 2025.

Town of Pomfret, "2024 Foliage Season Traffic Management", as approved on July 17, 2024, available from https://pomfretvt.us/index.php/download_file/2469/.

II. Temporary Traffic Pattern Changes

Road Closures. From Saturday, October 4 through Sunday, October 19, 2025 (the "2025 Foliage Season"), and subject to the exceptions described below:

- Cloudland Road in Pomfret south of Barber Hill Road will be closed to all motor vehicle traffic.
- All of Cloudland Road in Woodstock will be closed to all motor vehicle traffic, as authorized by the Woodstock Selectboard at its August 19th, 2025 meeting.
- All of Barber Hill Road will be limited to one-way traffic westbound and closed to all eastbound motor vehicle traffic.

For an illustration of the traffic pattern changes described above, see Attachment 1.

No Parking Areas. During the 2025 Foliage Season, parking will be prohibited:

- On both sides of Cloudland Road from immediately north of the driveway to 3655 Cloudland Road to immediately south of the driveway to 2763 Cloudland Road.
- On both sides of Barber Hill Road from immediately east of the driveway to 1178
 Barber Hill Road to the intersection with Cloudland Road.

Exceptions. Notwithstanding the traffic pattern changes described above, the individuals listed below may continue to travel on Cloudland Road and Barber Hill Road in both directions. These individuals are asked to enter and exit the closure area by the shortest available route and to avoid unnecessary travel through the closure area.

- Cloudland Road, Barber Hill Road, Maxham Road (TH #46) and Orchard Hill (private) residents, their guests, deliveries, contractors and service providers
- All other Pomfret and Woodstock residents, but only within the closure area of their respective town
- Individuals actively engaged in the required agricultural practices, accepted silvicultural practices or forestry operations described in 24 V.S.A. 4413(d)(1)
- Operators of emergency vehicles while responding to emergencies

Authority. The temporary traffic pattern changes described above are authorized by 19 V.S.A. 303 and 1110, 23 V.S.A. 1010 and Section 8 of the Pomfret Traffic and Parking Ordinance, and were approved by the Pomfret Selectboard on August 6, 2025, and the Woodstock Selectboard on August 19th, 2025. All other traffic and parking regulations continue to apply except as modified herein.

III. Temporary Signage and Barriers

To alert the traveling public of the traffic pattern changes described above, and as required by Section 8.2 of the Pomfret Traffic and Parking Ordinance, prior to the start of the 2025 Foliage Season, the Pomfret Highway Department will install the signage and barriers described in *Attachment 2*. Signage and barriers within the Town of Woodstock will be placed in coordination with the Woodstock Public Works Department and with assistance from area residents.

During the 2025 Foliage Season, the signage and barriers described in *Attachment 2* will be monitored and replaced by area residents as needed, with timely notice of these activities to the Pomfret Highway Department or Woodstock Public Works Department, as applicable. The signage and barriers will be removed by the Pomfret Highway Department after the 2025 Foliage Season.

IV. Pomfret Highway Department Guidance

The Pomfret Highway Department in its discretion may deviate from the signage and barriers described in *Attachment 2* in order to promote the safety of the traveling public, maintain reasonable levels of service on the existing highway system, and protect the public investment in the existing highway infrastructure.

While area residents will be primarily responsible for monitoring and replacing signage and barriers that are disturbed or removed during the 2025 Foliage Season, the Pomfret Highway Department may remove or relocate signage or barriers at any time in order to protect the traveling public or highway infrastructure.

V. Patrol and Enforcement

The Pomfret Selectboard will ask the Windsor County Sheriff's Department to direct forty percent (40%) of existing patrols to the closure area during the 2025 Foliage Season, to enforce the temporary traffic pattern changes described above, and to issue warnings or citations as appropriate. Area residents will coordinate directly with the Sheriff's Department to direct these existing patrols within the closure area.

Area residents at their option, sole cost and expense, may also contract with the Sheriff's Department or other licensed traffic control professional for additional patrols during the 2025 Foliage Season. Area residents will provide advance notice to the Pomfret Selectboard and Woodstock Municipal Manager of any such additional patrols.

VI. Communications and Publicity

Copies of this memo will be provided to the individuals and agencies listed in *Attachment 3*. A summary of the temporary traffic pattern changes described above also will be published by the Pomfret Selectboard in at least two public places as required by 19 V.S.A. 1110, in *The Vermont Standard on or about September 25, 2025, and on the Pomfret and Woodstock list serves on or about October 2, then weekly thereafter through October 16, 2025.*

The public is asked to direct any questions or concerns as follows:

- Regarding the policies described in this memo, to the Pomfret Selectboard (https://pomfretvt.us/index.php/boar/sel/) or the Woodstock Municipal Manager (https://townofwoodstock.org/government/town-manager/)
- Regarding town highway conditions, maintenance or damage, to the Pomfret Highway Department (https://pomfretvt.us/index.php/dep/highway/) or the Woodstock Public Works Department (https://townofwoodstock.org/departments/public-works/)
- Regarding non-emergency law enforcement matters, to the Windsor County Sheriff's Department (https://windsorsheriff.org/contact-us) or the Woodstock Police Department (https://townofwoodstock.org/departments/emergency-services/)
- For Emergencies, Fire or Ambulance, dial 911

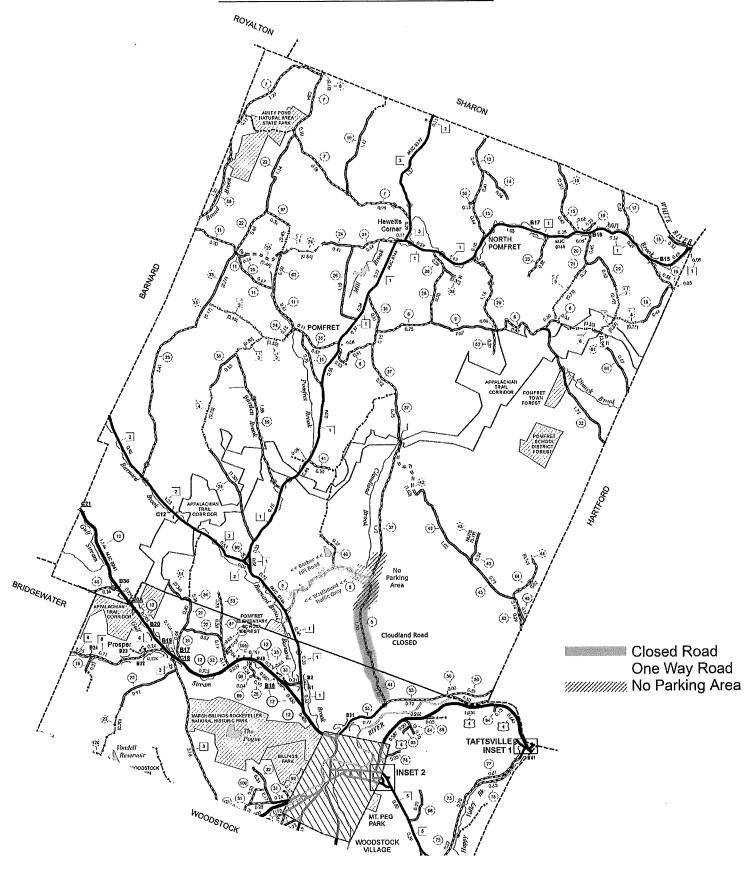
VII. Conclusion

The Pomfret Selectboard recognizes that the traffic pattern changes and other steps summarized in this memo cannot fully address the significant issues created by fall foliage traffic along Cloudland Road and Barber Hill Road. We also appreciate these steps may inconvenience area residents, their guests and others.

Nonetheless, we believe these actions will significantly improve safety and quality of life for residents most severely affected by increased foliage season traffic, as they did the last two years. We thank the Pomfret and Woodstock communities for their patience and careful adherence to these temporary changes so that they may have their intended effect.

[Remainder of page intentionally blank. Attachments follow.]

ATTACHMENT 1
TEMPORARY TRAFFIC PATTERN CHANGES



ATTACHMENT 2 TEMPORARY SIGNAGE AND BARRIERS

Cloudland Road in Woodstock (Woodstock TH #44)

(mileage measured north from the intersection with Old River Road (Woodstock TH #53))

- 0.01 miles (end of paved surface)
 - o "Road Closed (local residents only)" on both sides facing south
 - Two eight-foot barricades or reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

Cloudland Road in Pomfret (TH #5)

(mileage measured north from the Woodstock town line)

- 0.00 miles (immediately north of the Woodstock town line)
 - "Road Closed (local residents only)" on both sides facing south
 - Two eight-foot barricades or reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass
- **0.22 miles** (immediately north of the driveway to 4169 Cloudland Road) "Road Closed (local residents only)" on both sides facing south
- 0.76 miles to 1.59 miles (from immediately north of the driveway to 3655 Cloudland Road to immediately south of the driveway to 2763 Cloudland Road) at regular intervals "No Parking, Stopping or Standing" on both sides facing both directions (i.e., not facing the travelled way centerline)
- **0.90 miles** (across from the driveway to 3429 Cloudland Road) Reflective barrels as needed to eliminate space for parking
- **1.10 miles** (immediately south of the driveway to 3281 Cloudland Road) "Road Closed (local residents only)" on both sides facing north
- 1.21 miles (immediately south of Barber Hill Road)
 - o "Road Closed (local residents only)" on both sides facing north
 - o "Exit" on southbound side directing traffic onto Barber Hill Road
 - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass
- 4.35 miles (immediately south of Galaxy Hill Road)
 - o "Road Closed Ahead (local residents only)" on both sides facing north
 - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

Barber Hill Road (TH #5)

(mileage measured east from the intersection with Pomfret Road (TH #1))

- **0.00 miles** (in the "wye" east of Pomfret Road) "Detour" directing westbound Barber Hill Road traffic to turn left (south) onto Pomfret Road
- **0.01 miles** (immediately east of the "wye" east of Pomfret Road)
 - o "Road Closed (local residents only)" on both sides facing west
 - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass, and other traffic to reverse direction around the "wye"
- 0.89 miles (immediately north of Maxham Road (TH #46))
 - o "Road Closed (local residents only)" on both sides facing west
 - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass, and other traffic to reverse direction in the Maxham Road intersection
- 1.18 miles to 1.41 miles (from immediately east of the driveway to 1178 Barber Hill Road to the intersection with Cloudland Road) at regular intervals "No Parking, Stopping or Standing" on both sides facing both directions
- 1.41 miles (immediately west of Cloudland Road) Reflective barrels as needed to eliminate space for parking

ATTACHMENT 3 NOTIFICATION LIST

Cloudland Road residents in Pomfret

[on file]

Cloudland Road residents in Woodstock

Via Eric Duffy, Municipal Manager, eduffy@townofwoodstock.org

Barber Hill Road residents

[on file]

Maxham Road residents

[on file]

Orchard Hill residents

[on file]

Pomfret Highway Department

Frank Rogers, Road Foreman, highway@pomfretvt.us

Pomfret-Teago Volunteer Fire Department

Jake Astbury, Chief, jacobastbury12@gmail.com

Pomfret FAST Squad

Frank Perron, Head of Service, frank@frankperron.com

Woodstock Selectboard

Via Eric Duffy, Municipal Manager, eduffy@townofwoodstock.org

Woodstock Public Works

Via Eric Duffy, Municipal Manager, eduffy@townofwoodstock.org

Woodstock Police

Via Eric Duffy, Municipal Manager, eduffy@townofwoodstock.org

Woodstock Fire/EMS

Via Eric Duffy, Municipal Manager, eduffy@townofwoodstock.org

Windsor County Sheriff's Department

Ryan Palmer, Sheriff, ryan.palmer@vermont.gov

Vermont State Police

Lt. Jerry Partin, Royalton Barracks Station Commander, jerry.partin@vermont.gov

Vermont Agency of Transportation

Shauna Clifford, District 4 Administrator, shauna.clifford@vermont.gov

Chris Bump, District 4 Project Manager, chris.bump@vermont.gov

U.S. Forest Service

Chris Mattrick, District Ranger, christopher.mattrick@usda.gov

Appalachian Trail Conservancy

Ilana Goll, igoll@appalachiantrail.org

Green Mountain Club

Emily Mosher, gmc@greenmountainclub.org

Town of Woodstock

Section 2000 Control of the Control

Tax Rate

FY2026

ACTIVITY	APPROPRIATIONS	REVENUE	TAXES	TAX RATE	FY25 Rate	
TOWN GENERAL	5,865,779	1,478,400	4,387,379	0.4560	0.3667	
HIGHWAY	2,013,310	181,000	1,832,310	0.1904	0.2194	
LOCAL AGREEMENT	127,234		127,234	0.0132	0.0134	
DISABLED VET EXEMPTION	16,560		16,774	0.0017	0.0014	
SPECIAL ARTICLES	231,947		231,947	0.0241	0.0220	
COUNTY TAX	77,678		77,648	0.0081	0.0072	
TOTAL TOWN (paid by town and village)				0.6936	0.6301	
TOWN POLICE	473,271	-	473,271	0.0721	0.0702	
TOTAL TOWN w/ Police	8,805,779	1,659,400	7,146,564	0.7657	0.7003	, •
HOMESTEAD EDUCATION TAX				2.6670	2.6303	
NON-RESIDENTIAL EDUCATION TAX				2,1694	2.1854	
TOTAL SPECIAL ASSESSMENT:						
RESIDENT	r			3.4327	3.3314	
NON-RESIDENTIAL	,			2.9351	2.8865	
Cost per \$100,000 Resident Cost per \$100,000 Non-Resident	Education Tax \$ 2,667.00 \$ 2,169.40		Total Tax \$ 3,432.71 \$ 2,935.11	\$ 2,630.30	\$ 701.06	· · · · · · · · · · · · · · · · · · ·
2025 GRAND LIST Municipal Special Assessment District School Exempt Disabled Vet. Exempt HSR Disabled Vet. Exempt NHSR	FY2026 9,621,549 6,570,404 58,220 6,000 1,356					
Municipal tax % increase State Education % increase (Homestead) State Education % increase (Non-Homestead) Total Tax % increase (Homestead) Total Tax % increase (Non-Homestead)	9.2% 1.4% -0.7% 3.0% 1.7%					

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Village of Woodstock

Tax Rate

FY2026

ACTIVITY	APPROPRIATIONS	REVENUE	TAXES	TAX RATE
VILLAGE GENERAL	1,632,639	868,441	764,198	0.2505
TOTAL VILLAGE	1,632,639	868,441	764,198	0.2505
SPECIAL ARTICLES	3,800	-	3,800	0.0012
GRAND TOTAL	1,636,439	868,441	767,998	0.2517
2025 GRAND LIST VILLAGE	3,051,145			
Cost per \$100,000	\$251.70			
•	FY2026	FY2025	Difference	
Tax Rate	0.2517	0.2236	0.0281	
Cost per \$100,000	\$251.70	\$223.60	\$28.10	_

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TOWN OF WOODSTOCK AMBULANCE SERVICE AGREEMENT

Agreement for emergency ambulance service between the Town of Pomfret and the Town of Woodstock.

- I. The Town of Woodstock agrees to provide ambulance service 24 hours a day for the service area designated pursuant to paragraph XI below.
- II. The Town of Woodstock in conjunction with the Woodstock Ambulance agrees to dispatch the Pomfret Fast Squad for all emergencies.
- III. The Town of Woodstock will charge a head fee based on the population, as reported in the 2020 Census or estimated in good faith by the parties, for the service area designated pursuant to paragraph XI below.
- IV. Town of Pomfret is responsible to ensure payment of ambulance services received by Pomfret residents when these services begin at the Ottauquechee Health Center for a transfer or, if service begins at the Woodstock Emergency Services Building when a patient is brought directly there by private car.
- V. The Town of Woodstock will hold the Town of Pomfret responsible for all uncollected bills sent to Pomfret residents or persons who received service in the Town of Pomfret. These uncollected bills will be invoiced to Pomfret for inclusion in the next Annual Budget of the Town of Pomfret, payable on or about July 1st for the previous fiscal year.
- VI. The Town of Woodstock will hold the Town of Pomfret responsible for any and all expenses related to unusual vehicle accidents or extrication. The use of the Woodstock Rescue will be charged to the accident victims but upon failure to collect, the Town of Pomfret will be responsible for same.
- VII. The per capita fee charged will be set by the Town of Woodstock on or before January 15th of the fiscal year the increase starts and will notice the Pomfret Selectboard. The per capita fee charged to the Town of Pomfret shall not exceed the per capita fee charged to any other town receiving ambulance service from the Town of Woodstock.
- VIII. The Town of Pomfret agrees to let the Woodstock Ambulance contact the Pomfret Highway Department to gain road or driveway access to a residence.
- IX. The Town of Pomfret will provide a fire truck at all Motor Vehicle Accidents for fire supervision and rescue services or request.
- X. The Town of Pomfret will provide proof of insurance coverage of the Pomfret Fast Squad.
- XI. The designated service area as of the date hereof is the entire Town of Pomfret, excluding the following areas: A Frame Rd., Birch Tree Circle, Bunker Hill Rd., Cabin Hill Rd., Caper St., Cherry Hill Rd., Clay Rd., Clifford Rd., Freeman Rd., Granite Ledge, Graves Rd., Handy Rd., High Pastures Rd. 1555-2656, Joe Ranger Rd., Kenyon Hill, Limey Lane, Maple View Rd., Mill Brook Rd., Old Farm Dr., Old Kings Highway 1416-1456, Pomfret Rd. 7373-10920, Sessions Meadow, Starbuck Rd., Sugarbush Farm Rd., Sugarhouse Rd., Thistle Hill Rd., and White River Ln. It is the responsibility of the Pomfret E-911 Coordinator to adjust

- Emergency Service Zones (ESZ) with Vermont E-911 to recognize Woodstock as the responsible EMS agency.
- XII. The Town of Pomfret will provide to the Town of Woodstock a 90-day notice of cancellation should the Town of Pomfret decide not to contract with the Town of Woodstock for Ambulance Services. The Town of Woodstock will give the Town of Pomfret one year notice of termination of service.
- XIII. Town of Woodstock agrees to reimburse the Town of Pomfret for any monies paid by or on behalf of a Pomfret patient account that had been paid by Town of Pomfret.
- XIV. Town of Woodstock may charge a usage fee of \$250 for any ambulance response to areas outside the designated service area pursuant to paragraph XI above. This fee applies when Woodstock responds to a call and the ambulance does not transport or Woodstock otherwise cannot bill for the service.
- XV. The usage fees and uncollected service charges referenced in paragraphs XIII and XIV above do not apply to ambulance responses provided as automatic aid or when dispatched as part of a multi-apparatus response.

The agreement will be for a period of three (3) years beginning 7/1/2025 Through 6/30/2028

Woodstock Selectboard	Pomfret Selectboard
Date Signed	Date Signed
Ray Bourgeois, Chair	Benjamin Brickner, Chair
Susan Ford, Vice Chair	John Peters Jr., Vice-Chai
Greg Fullerton	Steve Chamberlin
Keri Cole	Meg Emmons

Laura Powell	Emily Grube

ORDER FORM

CUSTOMER INFORMA	ATION		
Customer:	Woodstock, VT	Phone:	(802) 457-3456
Primary Contact:	Eric Duffy eduffy@townofwoodstock.org	Address:	31 The Green PO Box 488 Woodstock, VT 05091
System Administrator:	Ryan Silvestri		
	ryan@nemcvt.net		
Billing Contact:	Eric Duffy	ACH:	_ ·
Billing Email:	eduffy@townofwoodstock.org	PO Required:	☐ PO No.: [PO No.]
Billing Phone:	(802) 457-3456	Tax Exempt:	
Catalis Representative: Je	ff Leone, jeff.leone@catalisgov.com	, (781) 476-2035	
	maniferrances discharge de mention et en mention et en		mezuwyka term ne minika manga diakan malawa dia anya fata kata baka kanana baka kanana dia manga kanana dia ma

TERM

Subscription Start Date:

9/1/2025

The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for four (4) years ("Initial Term"). Upon completion of the Initial Term, the Order Form shall automatically be renewed for a subsequent annual twelve (12) month term(s).

BILLING SUMMARY

- 1. Software Year 1 Software Subscription Fee of \$5,175.00 for the AP5 CAMA Software and Aws Hosting shall be billed upon the Subscription Start Date.
- 2. One-time Professional Services Fees shall be billed monthly for work incurred in the preceding month.
- 3. Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.
- 4. Any Recurring Fees will increase annually by the greater six percent (6%) or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.

PRICING

Pricing below is valid through 9/1/2025 Pricing is subject to change after this date.

1. Software Subscription Fees

	Year 1	Year 2	Year 3	Year 4
CAMA – SAAS	\$2,200.00	\$2,332.00	\$2,471.92	\$2,620.24
AP5 Annual License & Support				
CAMA – SAAS	\$2,975.00	\$3,153.50	\$3,342.71	\$3,543.27
AP5 AWS Cloud Hosting Option				
Total Subscription Fees	\$5,175.00	\$5,485.50	\$5,814.63	\$6,163.51

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TERMS AND CONDITIONS

The Agreement contains the following, listed in order of appearance:

This Order Form

The Master Software Subscription and Services Agreement

https://catalisgov.com/master-software-subscription-and-services-agreement/

The Service Level Agreement and Support Terms

https://catalisgov.com/saas-service-level-agreement-and-support-terms/

Schedule A: Software Description and Scope of Use

Schedule B: One-Time Professional Services Scope of Work, if applicable

Schedule C: Recurring Professional Services Scope of Work, if applicable

In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

General Notes:

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- 2. The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
- 3. Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
- 4. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included. Any cost for future Professional Services, customizations, modifications, or integrations shall be provided at the Catalis standard calendar-year hourly services rate (\$225 for 2025). The Statement of Work shall be subject to the terms of this Agreement.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

WOODSTOCK, VT:	CATALIS TAX & CAMA INC.:
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Catalis Order Form (v0725) Page 2 of 4

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SCHEDULE A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This section provides a description of the Software Services being offered.

AssessPro 5.0 (AP5) CAMA Software (AP5 Cloud Hosted)

In support of this strategy, Licensor shall furnish all staffing and materials to accomplish the work in a timely manner in accordance with the scope of work. The licensor shall also ensure strict conformity with all applicable Federal, State and local laws, each of which is incorporated by reference, and shall be responsible for obtaining all necessary approvals required for the performance of such work. Customer shall provide remote and onsite access to necessary servers and data and shall provide working facilities to Licensor employees when on site work is required. This accommodation shall include desk or meeting space and access to printing and telecommunications.

Module Name	Description of Software
AssessPro 5.0 (AP5)	AssessPro 5.0 CAMA Software (Hosted)
Real Estate	Real Estate Module
WebPro AP5	WebPro – Hosted Online Property Search

Project Assumptions:

- Approximately (1,900) Parcels
- Real Estate, and WebPro Property Search
- AP5 Cloud Option (1 fully remote User) Plus Site-license users

AP5 Cloud Option – Annual Price Includes (1) Remote Access User. Additional Remote Access Users will be \$1,000.00 each – Discounts are available for Read-Only users, if all users are licensed for Remote Access

The AP5 Cloud Option moves the database out of the on-premises environment and into our hosted solution powered by Amazon Web Services (AWS) co-located in two data centers in Virginia. The software can run locally with your existing sitelicense or fully remote with Remote Access Licenses.

Site-license requirement: To ensure valid user authentication, Cloud Hosting REQUIRES the computer running AssessPro 5.0 to be joined to a valid centrally managed domain. Currently Microsoft Entra AD Services are not supported. If the jurisdiction does not have a Domain Controller, all AP5 users will need to be Remote Access Users and are not covered by the Site-License. The software also requires a location that can share a folder used to host the software installation files. This server requires minimal resources as it is only used for installs and updates and is typically placed on your existing file server. With this option, the location is whitelisted and as such access is only provided from the office and not remote locations.

Remote User requirement: Each Remote User is a named individual with permission to access the database from their browser anywhere in the world. This access will work from the office, from their house, and any other location that has internet access. Authentication is done via e-mail using our identity server and access can be removed at any time if required. Additional users can be added or removed by AssessPro administrators and costs will be assessed annually based on how many users have been authorized.

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Backups: All Backups are included for no additional charge. The AWS servers and SQL Instances are clustered in an Availability Group to ensure that the loss of a single server or data center results in no downtime. Databases are backed up off the server in full nightly and log backups occur every 5 minutes. In a disaster recovery scenario, the hosted/cloud server can be restored within hours of the AWS region coming back online.

Note: The AP5 Cloud Option is an additional fee that will be added to your existing account. This option does not take the place of your current annual AssessPro Maintenance & Support fees.

Catalis Order Form (v0725)

Town of Woodstock
Selectboard Meeting
July 22nd, 2025
4:30 PM
Town Hall & Zoom
Minutes

Draft minutes are subject to approval.

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

Staff: Eric Duffy, Kitty Mears Koar

Public: Byron Kelly, Roger Logan, PJ Eames, Mariza McKee, Lauren Fisher

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of July 22nd to order at 4:30 PM

A. Additions to & deletions from posted agenda

Dispatch Contract

Propane Bid

Other Business

B. Manager's Report

Eric Duffy reported that water bills are due at the end of the month and encouraged residents to submit payment within the next eight days.

Eric Duffy announced that at the next Selectboard meeting on August 19th the company conducting the Town Reappraisal will be present to give a presentation on their process and requirements for residents.

Eric Duffy also shared good news that the town will likely be able to receive a revolving fund with a zero-interest loan for the 1B project, potentially up to \$4,100,000, after a period of public comment ending in September.

Eric Duffy reported that the fiscal year was closing out successfully, with the Village, Town, and Sewer all ending the year with a surplus. For the town, this was particularly impressive considering approximately \$450,000 of Undesignated Fund Balance was used for the purchase of the water company. Despite this expenditure, the general fund still ended with a surplus, meaning the Undesignated Fund Balance should not be impacted. The Manager thanked the finance department and all department heads for their work in maintaining the town's financial security.

C. Votes

Liquor Licenses:

Liquor License: Bradens, LLC-1st, 3rd and OCP

Motion: by Susan Ford to approve an: Bradens, LLC-1st, 3rd and OCP. This motion was based on the assumption that the state is reviewing the application since the board no longer receives detailed information (6:33 PM)

Seconded: by Laura Powell

Vote: 4-0-0, passed

32 the Green - Sewer Abatement

Mariza McKee requests a refund for an overpayment on their sewer bill. She explained that their bill reported incorrect usage, which they paid in full, resulting in an overpayment of approximately \$2,400.

The Manager confirmed that the meter reading was incorrect, resulting in an erroneous bill. This item had been on the agenda two meetings prior, but the requestors had emergencies and couldn't attend.

Motion: by Laura Powell to refund the other payment to Mariza and Patrick McKee at 32 the Green as it meets the criteria for being a manifest error. (6:35 PM)

Seconded: by Susan Ford

Vote: 4-0-0, passed

WES Sewer Abatement

Joe Rogoli, Facility Director for Mountain Views Supervisory Union, requested an abatement on penalties and interest for a sewer invoice for Woodstock Elementary School. He explained that they had received the high school bill but not the elementary school bill until June 6, which included interest and penalties. Their accounting department indicated they had not received the original bill.

Mr. Rogoli presented evidence that they had been receiving invoices from the town with incorrect addresses, showing recent examples where addresses were incorrect or mislabeled. He noted that they had already paid the principal amount in full and were only requesting abatement of the late fees and penalties.

Motion: by Laura Powell to abate the late fee and penalty for the school district for the Woodstock Elementary School bill. (6:39 PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

SB Protocol Packet

This item was not discussed during the meeting.

Vondell Cobb Conservation VLT

Eric Duffy presented a map showing areas to be excluded from conservation on the Vondell property. Previously, Susan Ford had worked with the Land Conservation Trust to identify areas that could be conserved or not conserved. However, upon further investigation, it was discovered that much of the property originally excluded from conservation would not be buildable due to animal habitats.

The Planning and Community Development Department, with assistance from Harry Falconer and the Ottauquechee Regional Commission, identified alternative plots of land that could potentially be built on more easily than the originally excluded land. This proposal maintains

the same amount of land excluded from conservation, so the assessment on appraisal and potential grant from the Land Conservation Trust would not change, while opening up some potential land for future development. The excluded areas were marked in purple on the map presented.

Motion: by Susan Ford for the board to exclude the areas noted by purple in the proposed grant. (6:41PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Marketing Committee Appointments

Eric Duffy explained that they had planned to promote and receive applications for the marketing committee but were still finalizing the Memorandum of Understanding (MOU) with the Chamber of Commerce.

Susan Ford indicated they were close to finalizing the MOU and suggested proceeding with advertising for the appointments. She proposed having a five-member committee with two members from the Chamber of Commerce. Roger Logan had previously indicated interest in serving.

Susan Ford recommended seeing what applications they receive and fitting them to the skill set needed, rather than specifying required skills in the advertisement.

Motion: by Susan Ford to create a marketing committee under the jurisdiction of the Select Board to be comprised of five community members with two Chamber members, and to advertise those vacancies as soon as possible.

(6:44PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

South Woodstock Design Review Committee Appointments

Susan Ford noted at Charles Humpstone, a valued member of the South Woodstock Design Review Committee, had died the previous week. She thanked him for his service and noted that his passing created an opening on the committee.

The board discussed that proper procedure would be to advertise the position and have interested parties fill out an application. The committee is either a three or five-member board (not an even number), and it was noted that it would be appropriate to advertise the position and review all applications received.

Dispatch Contracts

Eric Duffy explained that in 2023, the Sheriff's office conducted an RFP for dispatching services. The town's proposal was accepted, and a contract was negotiated with the Sheriff. Since then, the Sheriff has expanded services to numerous new communities, nearly doubling what they originally covered when the RFP went out.

Interim Chief Chris O'Keefe met with the Sheriff to renegotiate the contract based on the increased workload flowing through the town's dispatch services. The new contract almost doubles the current revenue from around \$50,000 to approximately \$90,000, reflecting the difference in workload. Eric Duffy confirmed that payment terms are quarterly.

Motion: by Susan Ford moved to approve the dispatch contract with the sheriff's office. (6:48PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Propane Bid

Motion: by Susan Ford moved to approve the propane bid for Dead River dated July 15th 2025 (6:49PM)

Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Housing Advisory Group

Trena Tolliver joined online to present a request for funding approval for a rent-to-locals incentive program. They had received an application from Todd Ulman for one of his units at 2706 East Woodstock, a fully furnished one-bedroom apartment. He had secured a tenant who works locally as a general contractor.

The lease term runs from June 23, 2025, to June 30, 2026. Trena Tolliver requested approval for a \$6,000 program incentive for the one-year rental, to be paid in two payments of \$3,000 - one at the beginning and one at the end of the lease.

Ray Bourgeois raised concerns about what would happen if the property (currently listed for sale for over 230 days) were sold during the lease period. Trena Tolliver explained that the new owners would need to maintain the existing lease as part of the purchase terms. Susan suggested strengthening the language in the agreement from "every effort must be taken" to "the owner shall ensure the lease is not broken."

Trena Tolliver confirmed that after board approval, they would create a legal agreement with Todd incorporating the suggested language regarding property sale. The first payment would be made after the agreement is signed, and the second payment would be made at the end of the lease around June 30, 2026.

Motion: by Laura Powell approves the incentive for private major enterprises for a one-year lease for a local worker at 2706 East Woodstock. (6:54PM)

Seconded: by Susan Ford Vote: 4-0-0, passed

Future of Fireworks

Eric Duffy explained that since his tenure began, the planning, organization, and contracts for the annual July 4th fireworks celebration in Woodstock have been handled through his office. The SelectBoard had previously expressed a desire to end that process, hoping a local

organization or volunteer group would take over, though whether the board would still provide funding remained undecided.

With July 4th, 2026, being a significant anniversary for the country, the board wanted to discuss the future of fireworks in Woodstock.

Susan Ford shared research she had conducted on the fireworks dating back to 2009. She noted that historically, the town wasn't involved in organizing the event - it was managed by either the Chamber of Commerce or Rotary Club, and attendees paid for parking. It was previously a full-day event run by various nonprofits, with games for children run by Spectrum Teen, music funded by Pentangle, and approximately 15 different sponsors including the Woodstock Inn, Chamber, Pentangle, and Dead River.

Susan Ford observed that over time, responsibility had shifted solely to the Town. She suggested returning to a community-driven event with multiple organizations sharing responsibility.

PJ Eames joined the meeting and expressed interest in helping with the event, suggesting expanding it to include a community picnic on the Green. She offered to be involved but not as the lead organizer. Lauren Fisher, a Village resident, asked if the town would be willing to fund the event even if they didn't organize it.

Eric Duffy indicated that approximately \$13,000-14,000 was budgeted for fireworks, with some already spent on this year's event, leaving about \$7,000 available. He noted that next year's celebration might be more expensive due to the anniversary. He also mentioned that the Town doesn't currently have a company reserved for next year's fireworks, as the board had previously decided not to move forward with arrangements.

The board and attendees discussed potential approaches to organizing the event, with PJ Eames volunteering to collect emails from interested parties. Eric Duffy agreed to contact the fireworks company to check availability for next year.

Discussion of Short-Term Rental Policies

Eric Duffy provided context on the short-term rental ordinance situation. Previously, the Town and Village worked together with the Planning Commission to develop a short-term rental ordinance. Both boards passed it, but both ordinances were challenged individually. The Village ordinance was upheld, but the Town's ordinance was overturned, resulting in two different regulatory frameworks.

Susan Ford expressed concern about having no cap on short-term rentals in the Town and raised issues about safety and the fact that many short-term rentals are advertising but not registered. She noted that the town is a different demographic from the Village regarding short-term rentals, with more rural spaces, so mirroring the Village ordinance might not be appropriate.

Laura Powell notes that surrounding communities like Ludlow, Londonderry, and West Windsor are all developing their policies. They suggested exploring whether short-term rental privileges should be an exclusive benefit for primary residents, as has been done in other towns.

They also proposed developing the ordinance with the intention of putting it to a referendum vote around Town Meeting Day to ensure broad participation.

Safety concerns were emphasized, with the board noting that during recent floods, they were unable to reach guests in short-term rentals who were under boil water and do-not-drink notices. Additionally, some short-term rentals don't comply with fire safety and smoke detector requirements.

The board discussed next steps, considering whether to involve the Planning Commission, which currently has a full workload with Bylaw Review and Town Planning. They decided to review the previous ordinance, incorporate feedback received, and hold public meetings to gather input before making revisions.

Roger Logan, commented that one major complaint about short-term rentals is the unlimited number of stays. He suggested limiting participation in discussions to Woodstock residents, noting that during previous discussions, professional lobbyists from outside the community had significant influence on the outcome.

The board agreed to schedule public meetings and include the topic on future agendas.

D. Potential Executive Session 1 V.S.A 313

Motion: by Susan Ford to go into an Executive Session 1 V.S.A After making a specific finding that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage:

Contracts Discussion (5:12PM)

Seconded: by Laura Powell

Vote: 4-0-0, passed (Returned 5:23PM)

Motion: by Susan Ford to exit executive Session (9:23PM)

Seconded: by Laura Powell Vote: 4-0-0, passed

E. Approval of Minutes

Susan Ford noted that she had made some changes to the minutes, with the only substantive change being to the sewer abatement for 498 South Road, adding that the property owner was reminded that under the guidelines, they would need to come back in three years.

Motion: by Laura Powell to approve the minutes of 05.29.25 and 06.26.25 with the changes noted (9:25PM)

Seconded: by Greg Fullerton Vote: 4-0-0, passed

F. Citizen's Comments

Byron Kelly, a Woodstock resident, shared three concerns:

1. He referenced an email he had sent to the Manager regarding financial issues, noting that upon further research, he believed the amount in question was over \$300,000 rather than

- the \$100,000 initially mentioned. He stated that his research into this matter through public records requests was not meant to be adversarial.
- He expressed concern about executive sessions, particularly regarding the police contract discussion in June. He believed that if the two boards discussed the contract in Executive Session, it might have violated open meeting laws since it was a contract between two public bodies.
- 3. He commented on the placement of citizen comments at the end of the meeting, suggesting it disenfranchises citizens who might have to wait through a long meeting or miss the opportunity if the board goes into executive session before citizen comments.
- G. Other Business None
- H. Adjournment

Motion: by Susan Ford to adjourn the meeting at (5:28PM) Seconded: by Laura Powell Vote: 4-0-0, passed

> Respectfully submitted, Kitty Mears Koar

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