Town of Woodstock Selectboard Meeting October 21st, 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. Discussion
 - 1. Friends of East End Park Endowment Presentation
 - 2. Fireworks Volunteer Committee Presentation
 - 3. Appointment of New Selectboard Member Process
 - 4. Vondell Cobb Conservation Public Forums
 - 5. Pausing of current EDC Grants and deadlines for outstanding grant funds

F. Vote

- 1. Sewer Abatement- 61 River Street, Woodstock
- 2. Ambulance Write offs
- 3. Extension of Woodstock's Marketing Coordinator Contract through November 2025
- 4. Selectboard Procedures
- 5. July 4th Fireworks Contract
- 6. Reserve Fund Transfer
- 7. Funds for Village Flower Baskets
- 8. Re-appointment of David Green as Town Health Officer

G. Proposed executive session1 V.S.A 313

1. Contract discussion between the Town and the Chamber of Commerce

H. Votes

- 1. MOU with Chamber of Commerce
- I. Other Business
- J. Approval of Minutes

08.19.25

09.16.25

10.06.25

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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Endowment Fund Proposal

History of Woodstock Community Trust

Woodstock Community Trust is a non-profit umbrella organization that empowers teams to carry out local projects to improve the quality of life in our community.

The Trust was founded in 1997 by a few Woodstock residents who devoted twelve years to creating an affordable housing development in Woodstock. Revived in 2018, Woodstock Community Trust began to support several projects. Woodstock Community Trust is built on a simple but innovative idea: create a single organization that provides administrative and financial services to multiple volunteer-driven community groups so that they can focus more efficiently on their core missions.

More than 70 volunteers now work on the eight projects under Woodstock Community Trust's umbrella. Each project promotes a healthier and more vibrant community in its own distinctive way.

- Local Deeds helps people who work in the community buy a home;
- <u>The HUB</u> offers a community-funded confidential safety net to people who are struggling to make ends meet;
- <u>Ottauquechee River Trail</u> enhances one of the area's most accessible ways to enjoy nature;
- East End Park maintains and improves a lively community space;
- <u>Pride of Woodstock VT</u> supports the LBGTQ+ community and promotes diversity and inclusivity;
- Woodstock Village Conservancy connects, beautifies, and maintains public spaces
- Mountain Views Education Fund helps enrich the educational, cultural and civic experience of students in the area school district.
- <u>Inner Rhythms</u> provides tools for schools to strengthen mindfulness, resilience, compassion and self-confidence in their students

East End Park: Project Background

East End Park operates as one of the Trust's many projects. It represents the culmination of more than a decade of work by area residents who transformed a previously neglected corner of the Village into an inviting community space. While the Park serves countless purposes, it recognizes three essential functions: protecting ecological integrity, stimulating East End economic development, and building community.

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Purpose of Fund

Friends of East End Park alms to establish an endowment, with the goal of creating a stable and reliable source of income for the Park.

Currently, East End Park depends on annual fundraising efforts to support maintenance, projects, and community engagement efforts. Volunteers submit applications for grants, solicit contributions through an Annual Appeal, and build relationships with donors.

In Summer 2024, East End Park received volunteer assistance to determine long-term infrastructure replacement costs. These costs reflect significant expenditures outside of the usual budget. The table below summarizes some of these anticipated replacement costs, illustrating the variability and extent of the need.

Given these anticipated expenses, continued maintenance costs, and the challenges associated with volunteer-based fundraising, Friends of East End Park recognize the need for a sustainable funding source to support the Park in perpetuity.

LONG-TERM	INFRASTRUCTUI	RE REPLACEMENT C	OSTS	
	2030	2035	2040	2045
Bicycle Rack - Leaf Design		\$1,187		\$1,187
Irrigation System		\$23,890		\$23,890
Labyrinth				\$17,088
Limestone Pavers and Path under Pergola		\$21,003		\$21,003
Pergola		\$22,670		\$22,670
Picnic Tables	\$2,705	\$2,705	\$2,705	\$2,705
Rope Climb		\$15,910		\$15,910
Silde			\$38,788	
TOTAL COSTS (ANNUAL)	\$2,705	\$87,365	\$41,493	\$104,453

Fund Overview

Woodstock Community Trust offers individual Projects the option of long-term Investments by establishing nonprofit quasi-endowment funds at the Vermont Community Foundation, called Non-Profit Reserve Accounts. These Accounts are invested funds that allow for the expenditure of principal as well as income offering flexibility in the amount distributed each year.

Vermont Community Foundation offers two relatively flexible quasi-endowment funds.

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- An endowment fund with a 5% annual distribution;
- A Nonprofit Reserve Account allows flexibility in the amount distributed each year.

The Foundation has in-depth experience managing funds for groups like Woodstock Community Trust. Funds are pooled from multiple organizations and donors and managed by professional investment advisors. Vermont Community Foundation manages 270 funds for various nonprofits in the state, charging a 1% admin fee and an investment fee of .65%. They provide in-depth support for developing and supporting planned giving programs at no additional cost.

Note that these funds are invested in the stock market with the inherent risks, No guarantees are offered. More details are available here: https://vermontcf.org/giving-tools/nonprofit-funds/

Friends of East End Park intends to establish a Nonprofit Reserve Account with Vermont Community Foundation to provide funds for the longer term needs of the Park. The Friends will raise \$275,000 for this endowment fund from tax deductible donor contributions. The fund will be established with a \$50,000 rollover from existing funds.

At the time of its creation, the fund will be managed by Friends of East End Park, with oversight from Woodstock Community Trust (the 501c3 under which the project operates) and Vermont Community Foundation. Friends of East End Park is a team of committed volunteers, many of which have been involved in the Park since its inception. Each year, this team develops an Annual Budget, which is presented to and approved by the Woodstock Community Trust Board. Friends of East End Park anticipates hosting annual meetings with partners from Woodstock Community Trust, and the Town and Village to determine the best use of endowment funds each year (offsetting annual maintenance costs, supporting infrastructure replacement, supporting essential projects, or reinvesting in the Fund).

Endowment Contingency

Friends of East End Park currently operates as a *Project of Woodstock Community Trust*, fiscally independent of other public parks and spaces within the municipality/region. The Friends recognize that the community may determine an alternative model for funding these assets in the future. This could take the form of a tax-funded Parks and Recreation Department, an overarching parks and open spaces nonprofit, etc. The East End Park Fund will be used to maintain and enhance East End Park in perpetuity, but may be managed by a different entity at a later date. Vermont Community Foundation will provide institutional support during any transition to ensure the fund is managed correctly and for its stated purpose.

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To:

Selectboard

From:

Karim Houry

Topic:

Erroneous sewer bill charges (Acct. 23.51.35.APT)

Date:

9/26/2025

It was recently discovered that we have been over-charged for our sewer bills since we purchased our property in 2018 (specifically, for our owners' quarters located at 61 River Street, Woodstock, in the back of our B&B).

Per Robert Densmore's calculations, the accumulated over-charge amounts to a total of \$1,706.94. This over-charge was the result of applying the wrong minimum cubic feet threshold (it should have been 5000 as we have a meter vs the 7500 that was applied).

Details of annual over-charging can be found at Woodstock's Finance department. We were assured that future bills will be calculated accurately.

In light of the relatively small amount (as a percent of Woodstock's overall budget), our preference would be for a full refund.

However, if that is not possible, a credit towards future invoices is satisfactory.

We seek a decision from the Selectboard as to how they would like this matter to be addressed.

Thank you.

Karim Houry

61 River Street, Woodstock, VT, 05091

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9/26/2025

Memo to Selectboard

Re: Woodstock FY2024 Ambulance Write Offs

Attached you will find the finalized Ambulance Write Off list for FY2024. Please note that

nearly 70% of the total amount of write-offs are from uninsured patients. The majority of

the remaining balance is Primary Insurance who did not pay on claims.

It also seems worth noting that the total amount of ambulance write-offs has nearly

doubled from FY2023 to FY2024, \$69,074.05 and \$119,592.32 respectively. This is a

significant increase in lost revenue for the Town of Woodstock. Hopefully, our new

arrangement with Medical Business Services, LLC will improve the collection of ambulance

payments.

As always, patient names have been removed due to HIPPA regulations.

Respectfully submitted,

Ashley Wohler

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This letter sets forth an agreement between the Woodstock Economic Development Commission (WEDC, or the Client) and Jessica Ann Kirby of Jess Ann Kirby LLC (Contractor) by which the contractor agrees to provide their services in connection with the client. All written, photographic, and video content created by the Contractor involved in this contract will be referred to as "content" throughout this agreement.

Term

This agreement commences on 4/25/2024 and continues until 4/24/2025 and shall operate for this term unless terminated early in accordance with this agreement.

Compensation

- a. Client shall pay a monthly fee of \$4,335
- b. Compensation will be made payable to the Contractor upon receiving each monthly invoice. Contractor is required to provide an invoice to the client and payment shall be received within 30 days.

Services

In consideration for the fee from client, Contractor and her team shall provide the following services:

- a. Management of media channels (i.e. Instagram and Facebook)
- b. Management of new content for woodstockvt.com including, but not limited to, blog posts, events calendar, form submission management, and the creation of an editorial calendar.
- c. Newsletter communication via email

The Contractor's efforts will be measured by achieving the following outcomes:

- Delivering 25 qualified leads for eligible students from school choice towns
- Development and maintenance of an information channel to educate visitors on the Town and a well- populated events calendar.
- A measured increase in overall retail sales within the town of Woodstock in June and July of 2024 (measured by sales tax revenue during this period and with consideration of the corresponding sales within the rest of the state of Vermont)

The WEDC reserves the right to change theseoutcomes. If the outcomes change, the Client and the Contractor will need to mutually agree on new metrics to measure the outcomes (e.g. % increases). The Contractor will make their best effort to achieve any new outcomes.

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Content Ownership and Release

Contractor agrees that all content created as a result of this agreement and while performing these services is owned by the Client in perpetuity.

Termination

Termination for cause states that either party may terminate this agreement in the event of a material breach by the other party that remains uncured for ten days after written notice from that non-breaching party. In the event of a Termination for Cause by Company prior to the completion of the contractor's services, the client shall pay a pro rata portion of the fees based on work completed at the time of termination. In the event of a Termination for Cause by the contractor, the client shall immediately remit any unpaid fees.

Force Majeure

Each party shall be excused from any delay or failure in performing any of its obligations under this agreement to the extent that any such delay is caused by any act of god, war, strike, labor dispute, work stoppage, terrorism, fire, government action, or any other cause that is beyond its control. The party affected by any such Force Majeure Event shall provide the other party with written notice thereof promptly after the affected party first learns of such event and must act reasonably and diligently to remedy the cause.

Indemnification and Limitation of Liability

Each party shall indemnify and hold the other party harmless against any and all liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees and costs) arising from a third party claim based on a breach of any representation, warranty, or other obligation hereunder by the other party.

In no event shall either party be liable to the other for any indirect, incidental, consequential or punitive damages, including loss of goodwill, for any matter arising out of or relating to this agreement or its subject after, whether such liability is based in contract. In addition, except for a party's indemnification obligations to the other, each party's total aggregate liability for direct damages shall be limited to the fees owed under this agreement.

By signing below, Contractor and Client agree to abide by this agreement and its terms

Signed		
Eric Duffy, Woodstock Town Manager	Date	
Jess Ann Kirby LLC	Date	

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Town of Woodstock

Selectboard Protocols

1. **Purpose**: The purpose of this document is to add to and supplement other documents adopted by the Selectboard in its governance, including but not limited to an existing Conflict of Interest Policy and a Meeting Protocol. The Selectboard adopts this document to help in compliance with the Vermont Open Meeting Law, 1 V.S.A. Sections 310-314.

2. Organization:

- A. The Board shall annually elect a chair and a vice-chair. The chair of the board, or in the chair's absence, the vice-chair, shall preside over all meetings. If both the chair and the vice-chair are absent, a member of the board selected by the board shall act as chair for that meeting.
- B. The chair shall preserve order in the meeting and shall regulate its proceedings and make determination about all questions of order or procedure. Members shall respect the right of the Chair to control and tone and pace of each discussion and to call for a motion to be made.
- C. A majority of members of the board shall constitutive a quorum. If a quorum of the members of the board is not present at a meeting, no meeting shall take place.

3. Selectboard Conduct:

A. No single member(s) of the board shall have authority to represent of act on behalf of the board unless, by majority vote, the body has delegated such authority for a specific matter at a duly noticed meeting and such delegation is recorded in the meeting minutes. The member(s) shall make clear that their delegation does not include any decision making authority. An exception to this is that the chair and vice-chair may meet with the Municipal Manager to set the Agenda.

- B. Should a member or member of the Board(s) be delegated to represent the Board on a specific matter as stated above, they shall promptly report to the entire Board with the substance of the meeting, unless the meeting falls under the exception to the Open Meeting Law 1 V.S.A.
- C. Members of the Board may contact the Municipal Manager for any information that is necessary to perform their duties, recognizing that employees report to the Municipal Manager, not the Selectboard. Selectboard members shall recognize the Municipal Manager's authority to manage Town employees and members shall not separately engage in the direct management or supervision of Town employees, nor make requests of Town employees without prior consent of the Municipal Manager.
- D. A Selectboard member may serve as a liaison to a Town Board or Commission, or the School Board. Liaisons are encouraged to attend the meetings of these boards and commissions, if regular attendance is not possible, the liaison should be in regular contact with the Chair of the board or commission. Generally speaking, the role of the Selectboard liaison is to be a conduit for information, helping coordinate the activities of the various boards and commissions with the Selectboard, not an active or voting participant in the work of those boards or commissions. The liaison should keep the Selectboard updated on the actions, discussions, and decisions of the board or commission. This can be done via email or during a publicly warned meeting.
- E. Each Selectboard member has the right to speak on their own behalf, as a Selectboard member, outside of meetings as long as they clearly identify that they are speaking for themselves and not the town nor The Selectboard, including but not limited to: responding to press inquiries, engaging in dialog with citizens, posting on the town listery or social media sites, publishing opinion pieces, or blogging.
- F. Email communications among a quorum of Board members may be used only for scheduling, and other routine administrative matters, to distribute

documents that will be discussed at an upcoming meeting or report from a meeting authorized in 3A. Email communications among a quorum of Board members may not be used to discuss, deliberate or make decisions on town business.

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Timeline for Woodstock Select Board and Village Trustees

15 Days Before Meeting

• Email Board Members for agenda items

14 Days Before Meeting

• Chair meets with Municipal Manager to create first draft of agenda. Chair sends draft agenda to rest of board.

11 Days Before Meeting

Last day to add item to agenda, including permits and applications.

10 Days Before Meeting

Meeting agenda locked.

7 Days Before Meeting

• All meeting materials, including completed permit applications, sent in.

 Complete permit includes all items listed on applications including fees, COI, map of event structures, traffic, safety and/or cleanup plan.

• Permit requesters reminded that they or another representative must attend the meeting in person or online.

4 Days Before Meeting

• Complete meeting packets emailed to all board members. Agenda is posted three spots in Town, on the list serve and on the website.

36 Hours Before Meeting

• All questions from board members about agenda items sent to Municipal Manager

*Day of Meeting

Additions to agenda limited to emergencies and brief updates.

*3 Days After Meeting

• Zoom recording posted to Town website.

*5 Days After Meeting

• Draft minutes of meeting posted to Town website.

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Contract #:_ Land Based Display Agreement 4th of July

Pyrotecnico Fireworks, Inc.

P.O. Box 466 Jaffrey NH 03452 Tel: (603)532-8324 www.pyrotecnico.com

This agreement as of this <u>26th</u> day of <u>August</u>, <u>2025</u> by and between <u>Pyrotecnico Fireworks</u>, <u>Inc.</u>, of Jaffrey, New Hampshire ("PYROTECNICO") and <u>Woodstock 4th of July Committee</u> ("CUSTOMER") of <u>PO Box 488</u>, Woodstock,VT 05091 hereby agree as follows ("Agreement").

- Engagement: CUSTOMER hereby engages PYROTECNICO to provide to CUSTOMER a fireworks display ("Display"), and PYROTECNICO accepts such AGREEMENT upon all of the promises, terms and conditions hereinafter set forth. The Display shall be outlined in the Bid, RFP, Quote or Proposal and attached hereto and incorporated herein as Appendix A, if applicable.
 - 1.1 PYROTECNICO Duties: PYROTECNICO shall provide all pyrotechnics, pyrotechnic equipment, licensed and trained personnel, applications for permits (the cost of which, including all public safety and security fees, which shall be paid by CUSTOMER), worker compensation insurance by state statute, automobile insurance and liability insurance (solely covering pyrotechnic activity by PYROTECNICO) relating to the Display described in this Agreement.
 - 1.2 CUSTOMER Duties: CUSTOMER shall provide to PYROTECNICO a sultable site ("Site") for the Display, security for the Site as set Forth in Paragraph 6 hereof, access to the SITE, any permission necessary to utilize the Site for the Display, and the other responsibilities as may be set forth below in this Agreement. All Site arrangements are subject to PYROTECNICO's reasonable approval as to pyrotechnic safety, applicable State regulations, suitability and security. All other conditions of the Site shall be the responsibility of CUSTOMER, including, but not limited to, access, use, control, parking and general safety with respect to the public as outlined in paragraphs 5 and 6 of this Agreement.
- 2. <u>Fireworks Display</u>: CUSTOMER agrees to pay Pyrotecnico the total "Contract Amount" for a Display, on the following date(s), time, and location as follows:

Display Amount :	\$18,000.00	Display Date:	7/5/2026
Permit Fee(s):		Postponement Date:	7/6/2026
Miscellaneous:		Time of Display:	9:15pm
Total Contract Amount:	\$18,000.00	Location: Woodsto	ck Union High School
Less Deposit Amount:	\$9,000.00	Woodsto	ck, VT
Balance Due:	\$9,000.00	per spatial properties and the state of the	
Other: Duration: 18-20 mi	nutes		

- 2.1 Deposit: CUSTOMER agrees to pay Pyrotecnico the "Deposit Amount" by: 2/1/2026
- 2.2 Payments: CUSTOMER may make payment by cash, check, credit card or wire transfer. For all credit card transactions there will be a 3.5% fee added to the payment amount.
- 2.3 Interest: In the event that the "Total Contract Amount" is not paid in full within 30 days after the Date of Display, CUSTOMER will be responsible for the additional payment of 1.5% interest per month or 18% annually on the unpaid balance. If Pyrotecnico prevails in any litigation arising out of this Agreement, it shall be entitled to all costs incurred in connection with the litigation, including but not limited to reasonable attorney's fees.

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- 3. Postponement: If CUSTOMER elects to postpone/reschedule the Display and requests a Postponement Date within this Agreement, PYROTECNICO shall be paid the Display Amount plus a rescheduling service fee equal to one of the sub-provisions below. If there is no Postponement Date stated within this Agreement, CUSTOMER and PYROTECNICO shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and further provided CUSTOMER accepts ONE of the additional terms of 3.2 (A C). However, in no event shall the DISPLAY be rescheduled for a date more than 90 Days from the date first set forth within this Agreement.
 - 3.1 If CUSTOMER postpones up to 48 hours prior to Display Date there shall be no additional fee, provided the stated Postponement Date herein is within ten (10) days of the Display Date.
 - 3.2 IF CUSTOMER postpones with less than 48 hours notice, one of the following provisions shall apply and CUSTOMER agrees to forfeit their Postponement Date stated herein, if applicable. If stated postponement date is no longer available CUSTOMER and PYROTECNICO shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and CUSTOMER agrees that the Display shall be rescheduled for a date not more than 90 days from the date first set forth within this Agreement. If CUSTOMER and PYROTECNICO cannot agree on a reschedule date with the best efforts of both parties, all provisions of Paragraph 4 shall apply.
 - A. If CUSTOMER elects postponement and PYROTECNICO is notified by either contacting PYROTECNICO staff by telephone at 603-532-8324 prior to 7:00 a.m. on the Display Date, CUSTOMER agrees to pay an additional Postponement Fee of twenty percent (20%) of the Display Amount.
 - **B.** If CUSTOMER elects postponement after 7:00 a.m. on the Display Date, there shall be an additional Postponement Fee of thirty percent (30%) of the Display Amount.
 - C. If PYROTECNICO technicians have arrived on site and adverse weather conditions cause the Authority Having Jurisdiction ("AHJ") to exercise its sole and absolute discretion to determine the performance of any Display to be impossible, impractical or would unnecessarily increase the risk of damage or danger to person(s) and/or property, all parties agree to immediately hold a Postponement Date meeting by contacting PYROTECNICO corporate staff by telephone or in person in order to attempt to reschedule the Display for a mutually satisfactory Postponement Date and time. In the event the mutually satisfactory Postponement Date and time is beyond the day following the scheduled Display Date and it is impracticable for the personnel and equipment of PYROTECNICO to remain at the SITE until the rescheduled Display Date, then CUSTOMER agrees to pay the actual expenses incurred by PYROTECNICO, not to exceed fifty percent (50%) of the Display Amount. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of Display, additional taxes or surcharges, or any other additional expenses that incurred to and/or as a result of the Postponement or Cancellation.
- 4. Cancellation: If CUSTOMER cancels this Agreement for any reason liquidated damages for such Cancellation shall be paid by CUSTOMER to PYROTECNICO as follows:
 - 4.1 In the event the Display is cancelled more than thirty (30) days before the Display Date, CUSTOMER agrees to pay to PYROTECNICO 10 percent (10%) of the Contract Amount.
 - 4.2 In the event the Display is cancelled less than thirty (30) days but more than 48 hours before the Display Date, CUSTOMER agrees to pay to PYROTECNICO twenty-five percent (25%) of the Contract Amount.
 - 4.3 In the event the Display is cancelled less than 48 hours prior to the scheduled Display Date, CUSTOMER agrees to pay to PYROTECNICO fifty percent (50%) of the Contract Amount.
- 5. Safety: CUSTOMER shall provide and pay all fees associated with the Fire Department Detail as may be required by the AHJ and/or by state statute and/or regulation. PYROTECNICO and CUSTOMER shall each comply with the applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within PYROTECNICOS' sole discretion to determine whether or not the DISPLAY may be safely discharged or continued, apart from when the AHJ makes a determination to cancel or postpone due to reasonable safety concerns. It shall not constitute a breach of this Agreement by PYROTECNICO when fireworks fall or malfunction, or when PYROTECNICO and/or the AHJ determines that the Display cannot be discharged or continued safely due to conditions or circumstances affecting safety beyond the reasonable control of PYROTECNICO.

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- Security: CUSTOMER shall provide and pay for adequate security personnel, barricades, snow-fencing (if required by statute, regulation or AHJ), Police Department services as may be necessary to preclude individuals other than those authorized by PYROTECNICO from entering an area to be designated by PYROTECNICO as the area for the set-up of the Display, including a fallout area satisfactory to PYROTECNICO where the pyrotechnics may safely be discharged and any debris may safely fall. PYROTECNICO shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access including vehicular traffic, roadways and parking areas.
- 7. Cleanup: PYROTECNICO shall be responsible for the removal of all equipment provided by PYROTECNICO and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide PYROTECNICO with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material; cardboard boxes and incidental lumber from the Display. PYROTECNICO is not responsible for replacing sod, dirt, or gravel to its original condition, or the cleaning up of sand or non-pyrotechnic debris.
- 8. Insurance: PYROTECNICO agrees to provide; 1) General Liability Insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by PYROTECNICO; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request.
- 9. Indemnification: PYROTECNICO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, PYROTECNICO shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of PYROTECNICO, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend PYROTECNICO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
- 10. <u>Limitation of Damages for Ordinary Breach:</u> Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that PYROTECNICO has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from PYROTECNICO beyond the amount CUSTOMER has paid to PYROTECNICO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYROTECNICO including, without limitation, damages for loss of income, business or profits.
- 11. <u>Warranty and Disclaimer:</u> PYROTECNICO acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. PYROTECNICO may make pyrotechnic substitutions to the bid, RFP, quote or proposal of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. PYROTECNICO shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHJ or by PYROTECNICO for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
- 12. Force Majeure: CUSTOMER agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYROTECNICO which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If PYROTECNICO is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may; 1) Reschedule the Display and pay PYROTECNICO such sums as provided in Paragraph 3; or 2) Cancel the Display and pay PYROTECNICO such sums as provided in Paragraph 4, based upon when the Display is canceled.
- 13. Tariff: The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

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- 14. <u>Assignment</u> CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition, or transfer of the assets of PYROTECNICO or its affiliate. The assigned party shall guarantee the performance of the Display and any other obligations of PYROTECNICO in connection with the terms and conditions provided in this Agreement.
- 15. <u>Taxes:</u> CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish PYROTECNICO with a certificate of exemption prior to the Date of Display.
- 16. Joint and Several Responsibility: If there is more than one CUSTOMER, they agree to be jointly and severally responsible for performance of CUSTOMER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed and accepted by PYROTECNICO at its' corporate offices in Jaffrey, New Hampshire. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
- 17. Price Firm: If any changes or alternations are made by CUSTOMER to this Agreement, or if this Agreement is not executed by CUSTOMER and delivered to PYROTECNICO on or before the "PRICE FIRM DATE" shown below, then the price and date of the Display are subject to review and acceptance by PYROTECNICO for a period of 15 days following delivery to PYROTECNICO of any executed Agreement. In the event it is not accepted by PYROTECNICO, PYROTECNICO shall give CUSTOMER written notice, and this Agreement shall be null and void.
- 16.1 Price Firm Date: 10/1/2025 EXECUTED AGREEMENT MUST BE DELIVERED TO PYROTECNICO BY THIS DATE.
- 18. <u>Legal Construction</u>: This Agreement constitutes the entire Agreement of the parties and may not be altered except in writing signed by both parties. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. By signing this Agreement, CUSTOMER agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the Agreement.

Pyrotecnico Fireworks, Inc.	Customer, duly authorized
Ву:	Ву:
Matthew J. Shea – Regional Manager	Name:
	Title:
	Date:



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Beginning Date	ı;	
Expiration Date):	
Resignation Da	ıte:	
Entered:		

Fax: 802-863-7483

Town Health Officer Recommendation Form

This is a:	New Appointment	ORe-appoint	tment	
ls a resignation letter needed	from previous Hea	Ith Officer?	Yes	No
Start Date:	Town/Munic	ipality:		
County:	Full Name: _			
Home Delivery Address:(DO NOT USE the Town Clerk Office	ce or a Business for yo	ur Home Address)		
Street Address for UPS Delive	eries:		·	
Email Address:				
Telephone(s): W:	H:	Cell:		
Education: High School	College Othe	er (list)		
Professional Degree:(e.g	ı. MD, RN, DVM, D	DS) Occupation	ı:	
Please give a brief statement individual will make a good H		ect board believe	es the recom	mended
Signed:				
	f the Select Board		Da	ate
Print Name:	,			

Return completed recommendation form to:

VT Department of Health Environmental Health, Town Health Officer Program 280 State Drive Waterbury, VT 05671-8300 AHS.VDHTHO@vermont.gov

Toll-Free Telephone: 800-439-8550

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Town Health Officer Oath / Affirmation

In taking actions as a Local Health Officer under the authority of 18 VSA Chapters 3 and 11, I do solemnly swear/affirm that I will be true and faithful to the State of Vermont, and that I will not, directly or indirectly, do any act or thing injurious to the Constitution or Government thereof, so help me God (oath)/under the pains and penalties of perjury (affirmation).

I do solemnly swear/affirm that I will faithfully execute the office of Local Health Officer for the municipality named below and therein do equal right and justice to all persons, to the best of my judgment and ability, according to law, so help me God (oath)/under the pains of penalties of perjury (affirmation).

	(Signature)
	(Name Printed)
Local Health	n Officer for the Municipality of
 Date	

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

Draft minutes are subject to approval.

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

Staff: Eric Duffy

Public: Susie Stulz, Nicholas Seldon, Hugh Wetherald, Gail Dougherty, Karim Houry, Todd Erceg, Ellen LeFever, Jill Davies, Suzanne Wooten, Carol Wood, Roger Logan, Lynda Fulkerson, Joe DiNatale, Jennifer Belton, Byron Kelly, Barbara Kennedy, Ellen Copenhaver, Mike Doten, Wendy Wright Marrinan, Jon Spector, Ben Brickner, Beth Hunt, Ryan Silvestri, Mike Hilton

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of August 19th to order at 6:00 PM

A. Additions to & deletions from posted agenda

Chamber of Commerce

B. Citizen's Comments

Susie Stultz announced that Monday, August 25th, would mark the 200th consecutive day of protesting at Tribou Park.

Nicholas Seldon made a public comment regarding an incident in Town involving Interim Police Chief Chris O'Keefe.

C. Manager's Report

Eric Duffy reported on several items:

- 1. Paving work was underway on roads that had been prepared over the last few months, with some road closures and traffic disruptions expected.
- 2. Next Friday would mark the last day of summer hours, with normal business hours at 4:30 PM on Fridays resuming thereafter.
- 3. Eric Duffy reported the recent passing of Christopher Barr, the Public Works Director, who was an eighth-generation resident and had worked for the town for 7-8 years. He was promoted to Public Works Director about a year and a half ago. A celebration of life was planned for Saturday, August 23rd, from 11 AM to 2 PM at the South Woodstock Fire Station.

D. Votes

Liquor Licenses:

Bern LLC - 1st, 3rd, OCP

Motion: by Susan Ford to tp approve the liquor licenses 1st, 3rd, and OCP for Bern LLC with the assumption that the State is reviewing the applications as we are not given the appropriate materials. (6:07 PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

E. Discussion

Presentation from Ryan Silvestri concerning Woodstock's Upcoming (6:06PM)

Ryan Silvestri, co-owner of NEMC, introduced himself as the project manager for Woodstock's 2027 Reappraisal. He explained that the legal conversion process from the old valuation software to new valuation software had begun and would continue through September. Data collection would begin as early as December, allowing for systematic data collection throughout Woodstock.

Ryan Silvestri emphasized that all properties would be assessed with "fresh eyes," with every property receiving a visit. The new software would be more capable of valuing diverse properties, improving equity among taxpayers through fair market valuation.

He explained the data collection process: residents would receive an "impact letter" 4-6 weeks before data collectors visit, allowing property owners to schedule appointments or request that assessors not visit their property. However, he cautioned that refusing access would require assessors to use Google Earth and other resources to assess properties from the road, potentially leading to less accurate valuations that would then need correction through the grievance process.

For identification purposes, data collectors would wear vests and lanyards, have magnetized IDs on vehicles, and their information would be shared with the local police department. Property inspections would typically take 15-20 minutes.

In response to questions, Ryan Silvestri confirmed they were converting to Catalyst AP 5 software, which is cloud-based with better data security and more detailed capabilities than the previous software. He noted that the reappraisal would be reflected in summer 2027 tax bills, and clarified that there is no differentiation between second homeowners and permanent residents for assessment purposes.

Presentation- Finance Committee: Water Department Model (6:29PM)

Jill Davies, representing the Finance Committee, provided a status update on their work developing a water rate structure. She was joined by committee Karim Houry, Todd Erceg, and Ellen LeFever.

Over the past six months, the committee built a financial model for the Water Department that allows testing of different rate structures to cover costs. Working with the Woodstock Aqueduct Company, Vermont Bond Bank, and Woodstock's Finance Director, they reached two key conclusions:

- 1. The needed capital expenditures can be funded by raising rates to roughly the Vermont average initially, and then to the national average.
- 2. The model can show how to achieve other objectives like conservation or encouraging business startups.

Jill Davies outlined the current situation: Woodstock's water system is unreliable due to the poor condition of pipes (mostly cast iron installed between 1890-1900), inadequate water pressure for fire hydrants, and lack of financial reserves. Water rates have been

underpriced for many years, with the last increase 13 years ago. The average residential charge in Woodstock is \$364/year, compared to Vermont's average of \$552 and the national average of \$816.

The Finance Committee found no standard approach to rate structures among Vermont towns. They recommend adopting common language (access fee, usage fee, and hydrant fee) and measuring usage in gallons rather than cubic feet for clarity.

Their model indicates that rates need to increase by 129% over the next five years to fund operations and capital expenditures. For an average residential user currently paying \$362, this would mean paying \$589 next year (63% increase) and \$811 in five years (FY30), which aligns with the current national average. Beyond that, rates would need to increase another 101% over the following 15 years to pay for all capital expenditures.

During discussion, board members requested several additional scenarios to be modeled, including:

- Maintaining the representations made to non-users about their percentage of bond repayment
- Creating rate structures that incentivize conservation through threshold pricing
- Treating residential properties owned by the Woodstock Foundation the same as other residential properties

The committee was praised for their comprehensive work, which could potentially be adapted for the upcoming wastewater project.

Investment Advisory Committee

Jill Davies reported on the Rockefeller Endowment Fund, noting that as of June 30th, the fund was worth over \$2 million, having increased by 7.5% since the previous June. The fund is invested 75% in equities and 25% in bonds through low-cost Vanguard index funds, with \$125,000 invested with the Vermont Community Loan Fund. The 7.5% growth includes an \$87,500 payment to the town and village in January 2025. The investments are performing as planned, tracking within 1% of their respective benchmarks.

Guidelines for Water Abatement (7:28PM)

Eric Duffy noted that now that the Town owns the water company, they need to establish guidelines for water abatements. He suggested using the same model used for sewer abatements.

Board members agreed that using the existing sewer abatement guidelines would provide consistency across sewer, water, and taxes. There was discussion about eventually requiring meters for all users, with newer electronic meters providing more accurate readings.

F. Votes

Ambulance Billing Contract - Medical Business Service LLC (7:30PM)

Eric Duffy presented a contract with Medical Business Services LLC, a third-party company that would handle ambulance billing. They would receive approximately 8% of revenue, estimated at \$30,000-\$40,000 per year. This would free up staff time (currently 10-20 hours per week) and allow for reallocation of resources. The company works with about 40 municipalities and nonprofits in Vermont and does not perform collections.

Susan Ford noted a significant typo in paragraph J where "case" should be "cause" and asked about procedures if either party terminates the agreement. Eric Duffy indicated the company would work through the transition process but could add specific language if required.

Motion: by Keri Cole to approve the ambulance billing contract with Medical Business Services LLC with the condition that in paragraph J "case" is changed to "cause". (7:34 PM)

Seconded: by Laura Powell Vote: 5-0-0, passed

Revision of the Grant List (7:34PM)

Eric Duffy explained that after the Assessors submitted the grand list, the state came back with an update. This was the state's mistake, not the Town's, and required approval to update the grand list.

Motion: by Laura Powell to approve the revision to the Grant List (7:35 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Foliage Road Closure- Cloudland Road

Ben Brickner, Pomfret Selectboard Chair, explained that this would be the third year Pomfret has closed its portion of Cloudland Road during fall foliage season due to traffic concerns. Mike Hilton from Pomfret also spoke about the closure.

The plan is largely the same as in previous years, with Pomfret closing its part of Cloudland Road and making Barber Hill Road one-way for westbound traffic only. The significant change this year is a shorter closure period, from Saturday, October 4th through Sunday, October 19th, about a week shorter than last year.

The primary reasons for the closure are public safety (ensuring emergency vehicle access) and quality of life issues for residents, including traffic noise, litter, and disruptive tourist behaviors. Pomfret requested that Woodstock close their portion of Cloudland Road as well, as the town line is not a logical turnaround point.

Motion: by Keri Cole to approve the closure of Cloudland Road from October 4th through October 19th. (7:38 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Setting of FY26 Tax Rate

Eric Duffy reported that when the budget was approved in January and at town meeting, they were estimating about a 10.75% tax increase, not including special articles. With special articles totaling \$231,000, they had expected about a 13.75% increase. However, the final tax rate represents only a 9.2% increase, which is lower than originally predicted. This equates to about a \$64 increase per \$100,000 of property appraisal for municipal taxes.

Motion: by Laura Powell to set the FY26 Tax rate (7:40 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Pomfret Ambulance Contract

Eric Duffy explained that a few months ago, the Board had approved contracts for services to different municipalities around Woodstock. Pomfret requested changes based on response times, creating a new contract that carves out an area where Hartford would be the first responder instead of Woodstock. If Woodstock had to respond to that area and could not bill for it, they would be reimbursed.

Ben Brickner, Pomfret Selectboard Chair, explained that Pomfret has been considering Hartford as the first responder for the northeast section of town for a few years due to faster response times from Hartford's upgraded Quechee station. This change would optimize emergency response times for Pomfret residents.

Motion: by Laura Powell to approve the new Pomfret Ambulance contract (7:42 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Catalis Assessing Software Contract

Eric Duffy presented a contract for new assessment software that would be more robust and responsive. The software is used by Ryan Silvestri's company and would allow for more efficient use and better data management.

Motion: by Laura Powell to approve the Catalis Assessing Software Contract (7:43 PM)

Seconded: by Keri Cole Vote: 5-0-0, passed

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

Motion: by Greg Fullerton 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:

Chamber of Commerce MOU (7:44 PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed (Returned 7:54PM)

Motion: by Laura Powell to exit executive Session (7:54PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Chamber of Commerce MOU

Motion: by Laura Powell to approve the Chamber of Commerce MOU (7:55 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

H. Other Business

Eric Duffy announced that he will be in Canada Monday and Tuesday of the following week.

I. Approval of Minutes

Motion: by Susan Ford to approve the minutes 07.22.25 (7:56PM)

Seconded: by Laura Powell Vote: 5-0-0, passed

J. Adjournment

Motion: by Greg Fullerton to adjourn the meeting at (7:56 PM)

Seconded: by Laura Powell Vote: 5-0-0, passed

Respectfully submitted, Kitty Mears Koar Town of Woodstock
Selectboard Meeting
September 16th, 2025
6:00 PM
Town Hall & Zoom
Minutes

Draft minutes are subject to approval.

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

Staff: Eric Duffy

Public: Butch Sutherland, Roger Logan, Alison Clarkson, Joe Major, Charlie Kimball, Becca White, Carol L. Wood, Greta Calabrese, Jess Kirby, Thalia Tringo, Michael Green, Holly Pierce, John Steinle, John Edick, Dmitriy Kim, Joe DiNatale, Michael Green, Jenevra Wetmore, Will Ladd, Timothy Maines, Delora Toews-Schneider

Call to order

 Chair Ray Bourgeois called the Selectboard meeting of September16th to order at 6:00 PM

A. Additions to & deletions from posted agenda

Liquor License - Positive Pizza LLC

B. Citizen's Comments

Butch Sutherland addressed the Board about reviving the discussion of a merger between the Town and Village. He explained that after speaking with Eric Duffy, he learned that petitions for a merger are non-binding. Instead of pursuing petitions, he requested that the two boards (Selectboard and Trustees) begin discussions about a potential merger.

Roger Logan supported Butch's comments and thanked him for his years of service to the community, emphasizing the importance of listening to his perspective.

Eric Duffy noted that there would be a joint meeting with the Trustees on Monday, September 29th, to discuss goals and objectives, where the merger topic would likely come up. He suggested this would be an appropriate time for citizens to attend and provide input.

C. Manager's Report

Eric Duffy reported on several items:

- The housing working group, led by Trena Troliver, had finished their work as the town transitioned to a new development director.
- Abbie Sherman started as the new Economic Development Director the previous week, coming from Killington and well-regarded throughout the state. She was being introduced gradually to Woodstock.

- Eric Duffy, Robert Densmore, and Abbie Sherman attended the New England GFOA
 Conference in Jay Peak. Abbie Sherman as president of the New England Chapter,
 organized the conference. Eric Duffy, Robert Densmore and Abbie Sherman
 received scholarships to attend, minimizing costs to taxpayers.
- Fall preparations were underway, with the Trustees working to get vendors on the Green for Fall Foliage and trash cans placed around Woodstock in anticipation of increased tourism.
- The financial report for the first few months of the fiscal year showed spending at about 15% of the budget with 20% of the year completed. The Town had billed out approximately \$29 million in taxes, with 72% of that going to the state for education taxes.
- The joint meeting on September 29th at 5:30 PM would focus on reviewing last year's goals and objectives and setting new ones for the upcoming year. In response to a question about missing trash cans at the cemetery, Eric Duffy explained they were removed due to bears coming down and getting into food waste. This was a temporary solution to the problem.

D. Discussion

Woodstock's State Delegation

Representatives from Woodstock's State Delegation attended to provide updates on legislative activities:

Charlie Kimball (State Representative for Reading, Woodstock, and Plymouth) discussed the educational reform bill (H454/Act 73) passed in the last session:

- A school redistricting task force is meeting to recommend new district configurations
- State aid for school construction was included but without a dedicated funding source
- A new foundation formula for education funding is being developed
- A system to charge different tax rates for primary residences versus second homes is being set up
- Regional appraisal districts are being established
- The local options tax municipal share was increased from 70% to 75%

Senator Joe Major noted that the new school districts would be between 4,000-8,000 students, with municipalities no longer controlling school budgets. He acknowledged concerns about local control but emphasized the need to balance affordability with maintaining education standards.

Senator Becca White discussed transportation funding challenges:

- Federal funding is decreasing while maintenance costs increase
- Gas tax revenue is declining as vehicles become more fuel-efficient

- The state is facing difficult choices about transportation infrastructure funding Senator Alison Clarkson discussed housing initiatives:
- The state continued work to reduce barriers to housing development
- The Community Housing Infrastructure Program was created to help towns build infrastructure for housing
- The Vermont Infrastructure Sustainability Fund was established within the Vermont Bond Bank
- The Vermont Housing Improvement Program (VHIP) has been successful in bringing vacant buildings back online at a cost of about \$38,000 per unit
- Future work will focus on aligning permitting and zoning, appeals reform, dedicated revenue for housing, and rebalancing landlord-tenant laws

Board members expressed concerns about high property taxes, especially for residents. The delegation acknowledged these concerns but noted that the recent education reform was intended to address these issues in the long term.

Appointment Interviews for Woodstock Committees South Woodstock Design Review Committee Appointment

Carol Wood interviewed for the South Woodstock Design Review Committee position. She explained her interest in antique architecture and her experience owning and selling historic homes. When asked about balancing aesthetics with development needs, she emphasized the importance of keeping an open mind and working together to find solutions that maintain the integrity of historic structures while accommodating modern needs.

Woodstock's Marketing Committee

Several candidates interviewed for positions on the Marketing Committee:

Greta Calabrese explained she had been serving on the committee for the past couple of years as a representative from the EDC and as co-chair of the Marketing Committee. She highlighted her involvement in getting a new Marketing Coordinator and reducing costs while maintaining good outcomes.

Jennifer Schmidtke stated she works at the Woodstock Chamber of Commerce and was previously contracted by the town for marketing. She noted her experience writing about the town and community events.

John Steinle described his background in resort management and advertising, including work for Lawerence Rockefeller's resort company and experience in the New York City advertising business. He emphasized the importance of gathering information from various constituencies before developing marketing messages.

Roger Logan suggested the committee should be renamed the "Marketing Communications Committee" to reflect a broader scope. He advocated for expanding the

website to include more local information beyond tourism, highlighting regional attractions, and hiring a consultant to understand how AI search engines will affect website traffic.

Holly Pierce expressed interest in strengthening community bonds through the committee, noting that there are many resources and great people in town but a disconnect exists. She emphasized the importance of bringing organizations together and improving communication about community events.

John Edick shared his experience working with the Chamber of Commerce and Discovery Newport Visitors Bureau in Newport, Rhode Island. He emphasized marketing the whole community, not just tourism, and the importance of listening to community members to understand their needs.

Joe Dinatale stated he had lived in Woodstock since 1990 and wanted to help refocus marketing efforts on work that actually delivers results. He felt previous marketing efforts had missed essential truths and opportunities.

Dmitriy Kim described his background in photography, videography, and social media. As a marketing coordinator at Twin Farms and a Woodstock resident for nearly two years, he expressed interest in helping the town grow sustainably.

Thalia Trigo mentioned she is a second homeowner who purchased a house in Woodstock in 2018 with plans to eventually retire there. She also bought the old pharmacy building and has experience with strategic marketing on limited budgets.

Woodstock's Investment Advisory Committee

Michael Green explained he was interested in filling the vacancy left by Jill Davies on the Investment Advisory Committee. He attended the committee's annual meeting over the summer and offered to help steer some of the annual procedures.

Support for Riverside Mobile Home Park Flood Mitigation Planning Study Discussion Jenevra Wetmore, Executive Director at Sustainable Woodstock, presented information about the Community Development Block Grant Disaster Recovery (CDBG-DR) opportunity available as a result of the 2023 flooding. The application, due by the end of September, focuses on housing and recovery efforts for the Riverside Mobile Home Park. Jenevra Wetmore requested:

- 1. A letter of support from the Selectboard
- 2. A resolution granting authority to the Town Administrator to act as the municipal authorizing official
- 3. Feedback on the level of municipal support for the project She explained that the grant (approximately \$210,000) would fund an in-depth 2D study of the site and surrounding areas to better understand the river channel and determine what actions could make residents safer. This would likely involve floodplain restoration. The

study would also examine potential parcels for relocating up to 12 homes if necessary.

Jenevra Wetmore noted that community outreach had already begun, including a public meeting at the park on August 11th where 21 of 22 survey respondents supported applying for the grant. A public meeting was scheduled for September 24th from 4:00-5:00 PM at Town Hall to gather additional public input.

Motion: by Susan Ford to approve the CDBG-DR grant and issue a letter of support and other documents to support the grant (7:55PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

Liquor License

Motion: by Susan Ford to approve liquor licenses for Imprint 1022 VT 1st and 3rd, Ottauquechee Yacht Club 1st, 3rd, OCP and Positive Pizza Inc. 1st and 3rd- conditioned on the understanding that the state is reviewing these applications as the town is no longer given the information to do so. (7:56PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Request for extension to ADU Workforce Rental Program at 569 Lincoln St.

The board discussed a request to extend the ADU grant deadline for a project at 569 Lincoln Street. The grant had already been extended once, and the applicant was requesting a final extension through the end of October to complete the ADU and rent it. If not completed by the deadline, the applicant would not receive the final part of the grant and would have to repay the Town for the first installment of the ADU grant.

Motion: by Susan Ford to extend the ADU Workforce Rental Program deadline to October 31, 2025, on the condition that if the project is not completed by then, the applicant will not receive further funds and must repay funds already received. (7:57PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Water Abatement Policy

The board reviewed a Water Abatement Policy that mirrored the existing sewer Abatement Policy.

Motion: by Laura Powell to approve the water abatement policy to mirror the Sewer Abatement Policy. (8:00PM)

Seconded: by Susan Ford

Vote: 5-0-0, passed

Sewer Abatement

William Ladd - 33 Central Street

Will Ladd explained that he and his sister Eliza, owners of 33 Central Street, had been charged interest and penalties of over \$500 because the Town continued to use an

incorrect address despite being provided with the correct one multiple times. He requested abatement of the interest and fees totaling \$506.56 due to manifest error by the town.

Motion: by Susan Ford to abate the penalty and interest based on the guideline that if it's a manifest error of the Town, it can be abated.(8:02 PM)

Seconded: by Greg Fullerton Vote: 5-0-0, passed

Todd Ulman - 2706 East Woodstock Road

The board reviewed an email chain regarding this abatement request but found it difficult to understand the situation. The issue appeared to involve an address change and a bill from 2023.

Motion: by Susan to table the request and seek a better explanation. (8:05 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Timothy Maines & Delora Toews-Schneider - 25 High Street

Timothy Maines explained that in February 2023, a pipe burst at his property, releasing approximately 23,824 gallons of water into the basement. Since this water did not go into the sewer system, he requested removal of penalties and interest, and to pay based on historic usage rather than the full amount billed (over \$4,000 compared to a typical bill of about \$642).

Motion: by Ray Bourgeois to reduce the sewer bill to \$642 (based on historical usage) and have the water bill also based on historical usage, to be worked out with Robert Densmore. (8:11PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

July 4th Fireworks Contract

The Board discussed the status of the fireworks committee and volunteers. Eric Duffy reported that one person who had initially agreed to lead the committee recently expressed concerns about having enough time. A meeting was scheduled for that week to gather interested volunteers and discuss next steps.

The board noted that the fireworks would be on Sunday, July 5th, as July 4th was already booked. They decided to wait for an update from the meeting before making a decision on the contract, noting that canceling the contract more than 30 days before the display date would incur a 10% fee (\$1,800).

The item was tabled pending feedback from the volunteer committee meeting.

Selectboard Procedures/Polices

The Board briefly discussed the Agenda Timeline Policy, with Eric Duffy noting the importance of board members supporting the policy when people approach them to add items to the agenda. They agreed to review the policy and discuss changes at the next meeting.

Marketing Job Description

Jess Kirby, the marketing coordinator, provided an overview of her role, which had expanded beyond the original description of digital marketing to include building a new website, creating policies for managing digital platforms, improving event management and communications, and exploring fundraising opportunities.

She mentioned challenges such as the lack of a town-wide global events calendar and the need for better coordination with event organizers. She also discussed the new website. The board provided feedback and discussed the scope of her role moving forward.

Vondell Cobb - VLT update and potential private donations

Susan Ford updated the board on discussions with Vermont Land Trust (VLT) regarding conservation of the Vondell Cobb property. The Town had identified 23 acres, two parcels, near Grassy Lane and 10 acres by the parking area that would be exempted from any conservation easement.

The two parcels by Grassy Lane created a lot of discussion. The proposed grants from the Vermont Land Trust are approximately \$200,000 with the all the exemptions, and the newest grant is ~\$550,000 if we include the two northern exclusions, the 10 and 13 acres by Grassy Lane, and include the 10 acre exclusion. But with an easement allowing that we could develop that for affordable housing. The board discussed setting a fundraising target for a private individual interested in raising money to conserve the property. They agreed to seek public input before making a decision, noting that the Conservation Easement would be permanent and that they needed to balance immediate financial benefits against long-term control of the land.

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

Motion: by Laura Powell to go into an Executive Session 1 V.S.A to discuss the appointment or evaluation of a public officer or employee, with the understanding that final decisions would be made in open session.

(8:40 PM)

Seconded: by Greg Fullerton

Vote: 5-0-0, passed

Motion: by Laura Powell to exit executive Session (9:38PM)

Seconded: by Susan Ford Vote: 5-0-0, passed

Committee Appointment

Motion: by Laura Powell to appoint Carol L. Wood to the South

Woodstock Design Review Committee. (9:39PM)

Seconded: by Ray Bourgeois

Vote: 5-0-0, passed

Motion: by Susan Ford to appoint Michael Green to the Investment

Advisory Committee. (9:39PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

Motion: by Susan Ford to appoint Greta Calabrese, Roger Logan, John

Steinle, and Dmitri Kim to the Marketing Committee. (9:39PM)

Seconded: by Laura Powell

Vote: 5-0-0, passed

- F. Other Business
- G. Approval of Minutes

Minutes are Tabled

H. Adjournment

Motion: by Laura Powell to adjourn the meeting at (9:39PM)

Seconded: by Greg Fullerton Vote: 5-0-0, passed

> Respectfully submitted, Kitty Mears Koar

Town of Woodstock Selectboard Meeting October 6th, 2025 4:00 PM Town Hall & Zoom Minutes

Draft minutes are subject to approval.

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

Staff: Eric Duffy

Public: Butch Sutherland

Call to order

1. Chair Ray Bourgeois called the Selectboard meeting of October 7th to order at 4:00 PM

A. Additions to & deletions from posted agenda

Staff Announcement

Discussion and potential vote on Bridge Work

Vondell Cobb Public Forums

- B. Citizen's Comments-None
- C. Discussion

Staff Announcement

Eric Duffy announced that Greg Fullerton has agreed to become the new Public Works Director, with a start date around November 1st. Eric Duffy noted that Greg has already been helping and brings valuable knowledge of the job, the people of Woodstock, the roads, and the crew. Greg will resign from the Selectboard at a time of his choosing before he starts in his new role.

Award of FY 26 Sand, Salt, Gravel Bids

The board discussed bids for sand, gravel, and snow removal services. The recommendation was to award D&D the contract for screened sand, and Pike Industries for manufactured sand (wash stone screens), 3/8" stone, and various gravels (crushed stone base, crushed bank run gravel). The board also discussed awarding Kurtzhazl Excavation the contract for snow removal assistance on an hourly basis, noting they were the only bidder and had been used in the previous year.

Motion: by Susan Ford to approve the bid of D&D for the screened sand, Pike Industries for all other materials (wash stone screens, 3/8" stone, and gravels), and to approve Kurtzhalz Excavation for snow removal.(4:09 PM)

Seconded: by Laura Powell

Vote: 3-0-0, passed (Greg Fullerton abstained)

Bond Vote Date for Main Waste Water Plant Renovation

Eric Duffy explained that the bond vote for the main wastewater plant renovations was originally scheduled for March 2024, then moved to November 2024, and is now being considered for the March 2026 town meeting. Hoyle Tanner, the firm partnered with for the project, is working as if the March vote will take place.

The board discussed several factors in deciding the timing, including:

- The possibility of the school also having a vote on the ballot in March
- Concerns about whether there's enough time between now and March to adequately prepare, given budget discussions and the need to determine allocation between users and non-users
- The need for public education and advocacy similar to the water bond vote
- Concerns about having multiple large items on the same ballot
- The potential for increasing costs if the vote is delayed further

The board ultimately decided to postpone the decision until the next joint meeting when they could get more information, including where Keri Cole stood on the issue.

Bridge Work Discussion

Eric Duffy presented a quote from Daniel's to replace broken cables on the covered bridge that are currently hanging off the structure.

The Board was informed there is about \$149,000 in bridge repair capital reserves available for this work.

Board members discussed the need to follow their recently adopted procurement policy requiring more than one bid. Eric Duffy acknowledged this could be considered an emergency repair but agreed to seek additional bids over the next two weeks. They agreed the repairs should ideally be completed before winter, and Daniel's had indicated they could complete the work within about a week.

The Board postponed a decision pending receipt of additional bids.

Vermont Land Trust Public Forum Discussion

The Board discussed scheduling public forums to get feedback on the Vermont Land Trust and conservation concerning the Vondell Cobb property. They decided to schedule three forums:

- 1. October 15th at the South Woodstock Fire Station (evening)
- 2. October 22nd at a location to be determined
- 3. October 29th at a location to be determined

The board agreed they didn't all need to attend every forum as the purpose was primarily to listen to residents' feedback rather than to advocate. The Town Manager agreed to prepare materials with input from Susan.

Public Comment

Byron Kelly commented on Greg Fullerton's appointment as Public Works Director and potential resignation from the Selectboard. He expressed concern about mandating resignation rather than recusal, noting that historically in Woodstock, elected officials who became department heads (including George Finn, Glenn Frederick, and Butch Sutherland) would recuse themselves from relevant votes rather than resign entirely. He argued that department heads bring valuable "behind the scenes knowledge" to the Board and questioned where such a policy would end, mentioning Dave Green who steps in as acting Town Manager.

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

Motion: by Susan Ford To enter executive session under 1 VSA 313 to discuss the appointment or evaluation of a public officer or employee provided that the public employee shall make final decision to hire or appoint a public officer or employee in an open meeting and explain the reasons for its final decisions during the open meeting.(4:38 PM)

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

Motion: by Susan Ford to exit executive Session (5:04 PM)

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

- E. Other Business -None
- F. Adjournment

Motion: by Susan Ford to adjourn the meeting at (5:04PM) Seconded: by Greg Fullerton

Vote: 4-0-0, passed

Respectfully submitted, Kitty Mears Koar

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