

Town of Woodstock  
Special Selectboard Meeting  
April 7<sup>th</sup>, 2026  
08:30 AM  
Town Hall & Zoom  
Agenda

**A. Call to order**

**B. Additions to & deletions from posted agenda**

**C. Citizen Comments – Maximum Three-Minute Limit**

**D. Discussion**

1. Response to Allegations of Open Meeting Law Violations
2. Vondell Purchase and Sale Agreement
3. Potential Water Bill Penalty

**E. Vote**

1. Setting of FY26 Sewer Rate
2. Setting of FY26 Water Rate
3. Vondell Purchase and Sale Agreement

**F. Adjournment**

**Zoom**

The link to join us is

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

or from [zoom.us](https://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

## Water Consumption Detailed Page with minimum usage

4/2/2026

### Notes

Usage by Cubic Feet	4,145,506.00	usage above connections fee usage
Usage per 100cf	41,455.06	
Water Operating Budget FY26	\$ 296,269.85	3 quarters of operating budget
<b>Water Rate per 100cf</b>	<b>7.147</b>	

Fee Type	Cubic Feet	Fee
Connection Fee ( based on 300 Cubic feet of usage per quarter)	270.00	3 quarter of FY26, rate is \$90 per quarter
Metered Rate	metered	\$.07147 X metered reading

Due Date      Thursday, June 11, 2026

# Sewer Consumption Detailed Page

4/1/2026

Usage by Cubic Feet	8,733,129
Usage per 100cf	87,331.29
Sewer Operating Budget FY25	\$ 1,400,573

<b>Sewer Rate per 100cf</b>	<b>\$ 16.04</b>
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Fee Type	Cubic Feet	Fee
Single Person	5,000	\$ 802.00
Two Person	7,500	\$ 1,203.00
Family	10,000	\$ 1,604.00
Metered Rate	metered	\$.1605 X metered reading

**Due Date**      Thursday, June 11, 2026

## PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is entered into upon the date set forth below by and between **TOWN OF WOODSTOCK**, Vermont (“Seller”) and the **VERMONT LAND TRUST, INC.**, a Vermont nonprofit corporation with offices in Montpelier, Vermont (“Buyer”).

1. **Description of Property.** The property which is the subject of this Agreement consists of 323 acres, more or less, with any and all buildings and improvements thereon, located both sides of Grassy Lane in the Town of Woodstock, Windsor County, Vermont (the “Property”). The approximate boundaries of the Property and the 0.4, 6.6, 13, and 10 acre parcels, totaling 30 acres, more or less, of Seller’s property to be excluded from the description of the Property in the Grant hereinafter described (the “Excluded Parcels”) are shown on the map attached to this Agreement as Exhibit A and incorporated herein.
2. **Sale.** The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to buy from the Seller, the development rights, conservation restrictions, and public access easement on the Property (collectively, “the Rights”), subject to the contingencies set forth below. The Rights shall be conveyed to the Buyer, and the Vermont Housing and Conservation Board (“VHCB”), by a Grant of Development Rights, Conservation Restrictions, and Public Access Easement (the “Grant”). The terms and conditions of said Grant shall be substantially as set forth in Exhibit B, which is attached hereto and incorporated herein, and as described generally in an appraisal report prepared by Larson Appraisal Company, and with an effective date of October 29, 2024 (the “Appraisal”), a summary of which is attached hereto as Exhibit C and incorporated herein.
3. **Purchase Price.** The purchase price is Six Hundred Four Thousand Five Hundred Dollars (\$604,500.00), to be paid by cashiers or bank check of the Buyer at closing. Should the actual acreage of the Property be less than 323 acres, as determined by mapping to be performed at Buyer’s expense in consultation with Seller, the purchase price shall be reduced on a pro rata basis.
4. **Contingencies.** This Agreement is contingent upon the following:
  - (a) The approval and Buyer’s receipt of grant funds totaling not less than \$604,500.00, plus reasonable costs incurred or to be incurred by the Buyer, from VHCB and/or private sources.
  - (b) The parties’ fulfillment of conditions imposed on any grants approved by VHCB and/or private sources for purchase of the Rights.
  - (c) Seller’s cooperation with Buyer in the preparation of a map of the Property.
  - (d) The ability of the Seller to deliver good, clear, record and marketable title to Buyer, free of all liens or other encumbrances (including discharge, subordination or release of outstanding mortgages), and the ability of Buyer to secure title insurance at Buyer’s sole expense. Buyer agrees to accept the Rights subject to (i) customary utility distribution easements, including but not limited to water distribution easements and rights conveyed to Seller as successor to the Woodstock Aqueduct Company, (ii) water rights subject to the Public Trust Doctrine, (iii) rights of the public to use roads laid out by municipalities, the state or federal government, and (iv) rights of way and other easements that do not materially impair, in Buyer’s opinion, the Rights. The state of title to the Property shall be determined by a title examination paid for by Buyer. By signing this Agreement, Seller understands and agrees that Buyer may be required to order a title search beyond the search period described in the Marketable Record Title Act (27 V.S.A., Ch5) as a condition of funding. Buyer may require additional title clearing

grant applications referred to in paragraph 4(a), which application(s) will contain a description of Seller's current forest operation. In the event the existing operation changes substantially from that described in the grant application referenced in paragraph 4(a) above, Buyer may in its discretion elect to terminate this Agreement. Seller shall not harvest timber, or otherwise alter the physical condition of the Property, except for customary sugarbush operations or for forest management activities conducted in accordance with a forest management plan for the Property that has been approved in advance by Buyer, prior to closing. In the event the timber resources on the Property are substantially destroyed (any loss of 25% or more in value) by acts of God or otherwise, Buyer may in its discretion elect to terminate this Agreement

7. **Risk of Loss.** During the period between the date of this Agreement and the transfer of the Rights, the risk of loss shall be on the Seller, and Seller shall continue to carry insurance on the Property.

8. **Hazardous Waste.** Seller warrants and represents to Buyer that Seller is not aware of any hazardous waste (for example: oil drums, abandoned underground storage tanks, batteries, fuel leaks, improperly stored or spilled non-household chemicals) existing in, on, under or upon the Property. The Seller agrees that the Buyer may, at Buyer's expense, perform any and all tests and/or inspections necessary to confirm this warranty and representation. In the event that the Buyer discovers that hazardous waste exists in, on, under or upon the Property, Buyer may at Buyer's option, terminate this Agreement. The warranties and representations made in this clause shall survive the closing.

9. **Costs.** The Seller shall pay any Land Gains Tax applicable to the transfer. The Buyer shall pay any Property Transfer Tax applicable to the transfer. The Seller and the Buyer acknowledge that typically neither of the above-referenced taxes are paid due to applicable exemptions. Buyer shall pay all costs incidental to the search of title and recording of the Grant. Seller shall pay all costs incidental to clearing title of any and all defects and encumbrances. If Seller is not a Vermont resident, then Seller shall be subject to income tax withholding requirements pursuant to Vermont law, and if Seller is a foreign person as defined in the Internal Revenue Code, then Seller shall be subject to income tax withholding requirements pursuant to federal law.

10. **Publicity.** Seller acknowledges that the funds which enable Buyer to purchase the Rights come from public sources, principally the VHCB and, further, that upon recordation of the Grant, the nature, terms and conditions of the sale will become a matter of public record. Buyer and Seller further agree that informing the public about the purchase of conservation easements on forestland increases public understanding of conservation, engenders support for forestland preservation, and encourages other landowners to inquire about Buyer's conservation program. Therefore, while Buyer will consult with Seller concerning the timing, nature and content of publicity, Seller understands that Buyer will publicize conservation of the Property after the sale is completed, and Seller agrees to cooperate in reasonable publicity initiated by Buyer. This Paragraph shall survive the closing.

11. **Default.** If Buyer fails to complete the purchase as provided herein, or is otherwise in default under this Agreement, Seller may terminate this Agreement. If Seller fails to complete the sale as provided in this Agreement or is otherwise in default under this Agreement, Buyer may terminate this Agreement. As liquidated damages, the non-defaulting party shall be entitled to receive from the defaulting party, upon demand, all the actual costs incurred by the non-defaulting party in connection with this Agreement, for example, appraisal fees, attorney's fees or staff costs. These shall be Seller's and Buyer's sole remedies at law and in equity for default under this Agreement. Neither party shall be entitled to any consequential damages from the other party.