

Town of Woodstock
Selectboard Meeting
September 1st, 2026
8:30AM
Town Hall & Zoom
Agenda

A. Call to order

B. Additions and Deletions to the Agenda

C. Vote

1. Appointment of Selectboard Chair
2. Appointment of Selectboard Vice Chair
3. Ambulance Write-offs
4. School Board Vacancy Appointment
 1. David Rubin
 2. Claire VeNard
5. Pomfret and Hartland Hill Road Paving Bid Award
6. Town Garage Repair Contract
7. Foliage Porta Potties Rental
8. Trustee of Public Fund Appointment
 1. Mark Hall

D. Discussion

1. Forensic Accounting Update
2. Discussion of Open Selectboard Seat Process
3. Agenda Format Change
4. Resident Agenda Request Form
5. Vondell Cobb Easement Review
6. Chamber/Town Website MOU Agreement

E. Citizen Comments – Three-minute maximum limit per resident

F. Manager's Update

6. 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

8/12/2026

Memo to Selectboard

Re: Woodstock FY2025 Ambulance Write Offs

Attached you will find the finalized Ambulance Write-Off list for FY2025. Write-offs have remained relatively consistent year-over-year. FY2024 write-offs were \$120,268.08, whereas FY2025 write-offs are \$113,951.12.

The Town of Woodstock has begun working with a third-party ambulance billing service, Medical Business Services, LLC (MBS). They have been in charge of all of our ambulance collections since October 2025. We are hopeful that the arrangement with MBS will result in an overall decrease in ambulance write-offs.

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

Respectfully submitted,

Ashley Wohler

Town of Woodstock
FY2025 Write Offs (07/01/2024-06/30/2025)

Call Date	Call #	Resident	Total	Insurance	Amount	Insurance	Insurance General
		Non-Resident	Charges	Paid	Due		
7/3/2024	2425004	Resident	\$ 2,431.0	\$ 850.00	\$ 1,581.00	BCBS of VT	Private Ins
7/9/2024	2425021	Resident	\$ 1,981.5	\$ -	\$ 1,981.50	Medicaid	Medicaid
7/10/2024	2425022	Resident	\$ 1,838.0	\$ 1,703.18	\$ 134.82	Medicaid	Medicaid
7/15/2024	2425042	Non-Resident	\$ 1,930.5	\$ -	\$ 1,930.50	No Insurance	No Insurance
7/16/2024	2425045	Non-Resident	\$ 2,200.0	\$ 2,100.00	\$ 100.00	No Insurance	No Insurance
7/20/2024	2425060	Resident	\$ 1,957.0	\$ -	\$ 1,957.00	BCBS Advantage Plan	Private Ins
7/22/2024	2425065	Non-Resident	\$ 2,293.0	\$ -	\$ 2,293.00	No Insurance	No Insurance
7/27/2024	2425081	Resident	\$ 2,240.5	\$ -	\$ 2,240.50	BCBS of Your State	Private Ins
7/27/2024	2425101	Resident	\$ 2,329.5	\$ 2,165.30	\$ 164.20	BCBS National	Private Ins
7/27/2024	2425084	Non-Resident	\$ 2,319.0	\$ -	\$ 2,319.00	Anthem Managed	Private Ins
7/30/2024	2425096	Resident	\$ 1,967.5	\$ 1,734.41	\$ 233.09	Medicaid	Medicaid
7/31/2024	2425097	Resident	\$ 2,515.0	\$ 532.92	\$ 1,982.08	Medicaid	Medicaid
7/31/2024	2425099	Non-Resident	\$ 2,189.5	\$ -	\$ 2,189.50	No Insurance	No Insurance
8/1/2024	2425104	Non-Resident	\$ 1,957.0	\$ -	\$ 1,957.00	No Insurance	No Insurance
8/7/2024	2425117	Non-Resident	\$ 2,438.0	\$ 2,268.21	\$ 169.79	No Insurance	No Insurance
8/8/2024	2425121	Resident	\$ 2,231.5	\$ 2,006.50	\$ 225.00	No Insurance	No Insurance
8/13/2024	2425135	Resident	\$ 1,988.5	\$ -	\$ 1,988.50	BCBS Advantage Plan	Private Ins
8/14/2024	2425138	Non-Resident	\$ 1,887.0	\$ -	\$ 1,887.00	Medicaid	Medicaid
8/14/2024	2425143	Non-Resident	\$ 1,985.0	\$ 945.27	\$ 1,039.73	No Insurance	No Insurance
8/14/2024	2425137	Resident	\$ 1,967.5	\$ -	\$ 1,967.50	BCBS Advantage Plan	Private Ins
8/21/2024	2425153	Non-Resident	\$ 2,214.0	\$ -	\$ 2,214.00	No Insurance	No Insurance
9/11/2024	2425211	Resident	\$ 2,065.5	\$ -	\$ 2,065.50	BCBS of VT	Private Ins
9/12/2024	2425215	Resident	\$ 2,263.0	\$ 2,102.23	\$ 160.77	AARP	Private Ins
9/15/2024	2425225	Non-Resident	\$ 2,445.0	\$ -	\$ 2,445.00	Medicaid	Medicaid
9/16/2024	2425229	Resident	\$ 2,137.0	\$ 1,887.00	\$ 250.00	No Insurance	No Insurance
9/22/2024	2425253	Resident	\$ 2,357.5	\$ 2,191.86	\$ 165.64	No Insurance	No Insurance
9/27/2024	2425238	Resident	\$ 150.0	\$ -	\$ 150.00	No Insurance	No Insurance
10/7/2024	2425295	Resident	\$ 2,249.0	\$ -	\$ 2,249.00	Tri Care East	Private Ins
10/8/2024	2425297	Resident	\$ 2,023.5	\$ 1,878.94	\$ 144.56	Medicaid	Medicaid
10/10/2024	2425305	Non-Resident	\$ 1,946.5	\$ 1,805.91	\$ 140.59	Medicaid	Medicaid
10/20/2024	2425338	Resident	\$ 2,016.5	\$ 1,872.40	\$ 144.10	Anthem BCBS	Private Ins
10/22/2024	2425351	Non-Resident	\$ 2,333.0	\$ -	\$ 2,333.00	BCBS of VT	Private Ins
10/23/2024	2425354	Resident	\$ 2,249.0	\$ 1,800.38	\$ 448.62	No Insurance	No Insurance
11/1/2024	2425379	Resident	\$ 1,957.0	\$ 1,928.78	\$ 28.22	No Insurance	No Insurance
11/1/2024	2425377	Resident	\$ 2,104.0	\$ 1,854.00	\$ 250.00	No Insurance	No Insurance
11/1/2024	2425381	Non-Resident	\$ 2,228.0	\$ 1,274.79	\$ 953.21	United Healthcare	Private Ins
11/4/2024	2425390	Non-Resident	\$ 2,560.5	\$ 2,510.50	\$ 50.00	No Insurance	No Insurance
11/7/2024	2425395	Resident	\$ 1,937.5	\$ -	\$ 1,937.50	No Insurance	No Insurance
11/9/2024	2425400	Non-Resident	\$ 2,116.0	\$ -	\$ 2,116.00	United Health Care	Private Ins
11/14/2024	2425408	Resident	\$ 1,964.0	\$ -	\$ 1,964.00	Medicare	Medicare
11/26/2024	2425444	Non-Resident	\$ 2,256.0	\$ 2,206.00	\$ 50.00	No Insurance	No Insurance
11/26/2024	2425442	Non-Resident	\$ 1,852.0	\$ -	\$ 1,852.00	No Insurance	No Insurance
11/28/2024	2425449	Resident	\$ 2,231.5	\$ 1,981.50	\$ 250.00	AARP	Private Ins
11/29/2024	2425454	Non-Resident	\$ 1,852.0	\$ 814.53	\$ 1,037.47	United Healthcare	Private Ins
11/30/2024	2425455	Non-Resident	\$ 2,538.0	\$ -	\$ 2,538.00	No Insurance	No Insurance
12/5/2024	2425464	Non-Resident	\$ 2,322.5	\$ -	\$ 2,322.50	BCBS Anthem Advantage	Private Ins
12/6/2024	2425497	Resident	\$ 2,231.5	\$ -	\$ 2,231.50	Medicare	Medicare
12/13/2024	2425503	Resident	\$ 2,048.0	\$ -	\$ 2,048.00	BCBS of VT	Private Ins
12/26/2024	2425520	Non-Resident	\$ 2,238.5	\$ -	\$ 2,238.50	Well Sense	Private Ins
12/28/2024	2425521	Non-Resident	\$ 1,852.0	\$ -	\$ 1,852.00	Medicare	Medicare
1/1/2025	2425554	Resident	\$ 2,238.5	\$ -	\$ 2,238.50	Medicaid	Medicaid
1/2/2025	2425557	Resident	\$ 2,214.0	\$ -	\$ 2,214.00	Medicare	Medicare
1/2/2025	2425561	Resident	\$ 2,165.0	\$ -	\$ 2,165.00	United Health	Private Ins
1/15/2025	2425583	Resident	\$ 100.0	\$ -	\$ 100.00	No Insurance	No Insurance
1/16/2025	2425606	Non-Resident	\$ 2,030.5	\$ 441.62	\$ 1,588.88	No Insurance	No Insurance
1/24/2025	2425628	Resident	\$ 2,270.0	\$ -	\$ 2,270.00	Meicare	Medicare
1/24/2025	2425629	Non-Resident	\$ 2,364.5	\$ -	\$ 2,364.50	Tri Care East	Private Ins
1/25/2025	2425630	Resident	\$ 2,095.0	\$ 1,939.22	\$ 155.78	Medicaid	Medicaid

1/26/2025	2425632	Resident	\$ 2,805.5	\$ 2,524.95	\$ 280.55	No Insurance	No Insurance
2/1/2025	2425667	Non-Resident	\$ 2,249.0	\$ -	\$ 2,249.00	No Insurance	No Insurance
2/1/2025	2425668	Non-Resident	\$ 2,308.5	\$ -	\$ 2,308.50	BCBS of VT	Private Ins
2/2/2025	2425671	Resident	\$ 2,329.5	\$ -	\$ 2,329.50	No Insurance	No Insurance
2/6/2025	2425675	Resident	\$ 2,238.5	\$ 2,075.14	\$ 163.36	United Health Care	Private Ins
2/9/2025	2425677	Resident	\$ 2,368.0	\$ -	\$ 2,368.00	Vermont Primary Care	Private Ins
2/19/2025	2425687	Resident	\$ 2,389.0	\$ 1,631.02	\$ 757.98	Aetna Health Plans Inc	Private Ins
2/24/2025	2425698	Resident	\$ 2,011.0	\$ 1,861.87	\$ 149.13	United Health Care	Private Ins
3/5/2025	2425730	Resident	\$ 2,371.5	\$ 2,201.12	\$ 170.38	Medicaid	Medicaid
3/7/2025	2425735	Non-Resident	\$ 2,137.0	\$ -	\$ 2,137.00	Progressive	Private Ins
3/9/2025	2425739	Non-Resident	\$ 2,634.0	\$ 1,852.67	\$ 781.33	No Insurance	No Insurance
3/17/2025	2425745	Resident	\$ 2,249.0	\$ -	\$ 2,249.00	Medicaid	Medicaid
3/28/2025	2425768	Non-Resident	\$ 2,406.5	\$ 2,045.52	\$ 360.98	No Insurance	No Insurance
4/7/2025	2425778	Non-Resident	\$ 2,319.0	\$ 500.00	\$ 1,819.00	Anthem Managed	Private Ins
4/9/2025	2425819	Resident	\$ 2,308.5	\$ 818.56	\$ 1,489.94	BCBS Advantage Plan	Private Ins
4/16/2025	2425829	Resident	\$ 2,210.5	\$ 1,699.39	\$ 511.11	No Insurance	No Insurance
5/8/2025	2425852	Resident	\$ 2,238.5	\$ 2,114.90	\$ 123.60	No Insurance	No Insurance
5/10/2025	2425853	Resident	\$ 2,207.0	\$ 2,045.30	\$ 161.70	No Insurance	No Insurance
5/16/2025	2425917	Non-Resident	\$ 2,354.0	\$ 756.85	\$ 1,597.15	No Insurance	No Insurance
5/23/2025	2425922	Non-Resident	\$ 2,252.5	\$ -	\$ 2,252.50	Medicare	Medicare
5/24/2025	2425923	Non-Resident	\$ 2,308.5	\$ 2,138.31	\$ 170.19	Medicare	Medicare
5/26/2025	2425925	Non-Resident	\$ 2,235.0	\$ -	\$ 2,235.00	No Insurance	No Insurance
6/3/2025	2425936	Resident	\$ 2,462.5	\$ 2,081.71	\$ 380.79	Veteran's Affairs	Private Ins
6/5/2025	2425940	Non-Resident	\$ 1,918.5	\$ -	\$ 1,918.50	Medicaid	Medicaid
6/8/2025	2425945	Resident	\$ 2,242.0	\$ 2,078.45	\$ 163.55	No Insurance	No Insurance
6/13/2025	2425950	Non-Resident	\$ 2,308.5	\$ -	\$ 2,308.50	No Insurance	No Insurance
6/14/2025	2425952	Resident	\$ 2,200.0	\$ 2,038.67	\$ 161.33	No Insurance	No Insurance
6/27/2025	2425962	Resident	\$ 2,217.5	\$ -	\$ 2,217.50	Medicare	Medicare
6/30/2025	2425966	Resident	\$ 2,069.0	\$ -	\$ 2,069.00	United Health	Private Ins
			\$187,211.0	\$ 73,259.88	\$ 113,951.12		

Woodstock

No Insurance	\$ 34,790.68
Medicare	\$ 15,171.69
RR Medicare	\$ -
Private Ins	\$ 48,307.95
Vorker's Comp	\$ -
Auto Insurance	\$ -
her Write Offs	\$ -
Medicaid	\$ 15,680.80
VA Ins	\$ -
	<u>\$ 113,951.12</u>

FW: MVSU School Board position

From Eric Duffy <eduffy@townofwoodstock.org>
Date Thu 8/20/2026 8:18 AM
To Kitty Mears Koar <kmearskoar@townofwoodstock.org>

Eric Duffy
Municipal Manager
31 The Green
Woodstock, VT 05091
802-457-3456 (w)
eduffy@townofwoodstock.org

Please note that this email message, along with any response or reply, may be considered a public record, and thus, subject to disclosure under the Vermont Public Records Law (1 V.S.A. 315-320).

From: David Rubin <dave.rubin@outlook.com>
Sent: Wednesday, August 19, 2026 3:42 PM
To: Keri.bristow@mtnviews.org; Eric Duffy <eduffy@townofwoodstock.org>
Subject: MVSU School Board position

Dear Members of the MVSU School Board:

I'm writing to express my interest in applying for the position of MVSU school board member, Woodstock representative. I bring over twenty-five years of experience in education, including leadership roles and budgetary responsibility, along with skills and experience in teaching, writing, cybersecurity, startup entrepreneurship, software development, and public speaking.

I currently serve as Vice President of Information Technology at New England College in Henniker, New Hampshire. As a member of the senior leadership team, I am involved in most major institutional decisions, including academic programs, athletics, budgeting, facilities, and strategic planning. I am responsible for an annual IT budget of approximately \$3 million, and serve on the budget committee, where I help evaluate competing needs and reconcile institutional priorities to develop a balanced budget with limited resources. My experience in small liberal arts colleges has taught me how to be pragmatic and collaborative while moving work forward in educational institutions facing complex challenges.

I am active in several professional organizations, such as the Data Alliance for Higher Education, ISC2, and InfraGard, a public-private partnership between the FBI and industry professionals. I also hold the Certified Information Systems Security Professional (CISSP) credential. I have participated in training with the Cybersecurity and Infrastructure Security Agency, the U.S. Department of Homeland Security, and the New Hampshire Division of Homeland Security and Emergency Management on active shooter preparedness, and threat evaluation and reporting.

Even though it meant taking on an 80-minute commute to work, I moved to Woodstock six years ago, because my wife and I wanted our children to be part of this supportive and nurturing community. Our

three children attend the MVSU public schools, including WES, TPVS, and WUHSMS. I have a deep appreciation for their teachers, the work of the school board members, and the many community members, such as coaches, whose tireless efforts make this a wonderful place to live.

As a school board member, I would support our teachers, the arts, academic excellence, student safety and wellbeing, administrative transparency and accountability, student voice, and engagement with the community. I would also bring experience relevant to navigating Vermont's educational landscape, moving forward with the building of the new high school, and ensuring safe and appropriate use of technology in our schools.

I had the good fortune to receive an excellent public education, and I deeply appreciate the opportunities that strong public schools create for students of all backgrounds. I would be honored to contribute my experience, judgment, and commitment to the work of the MVSU School Board and to represent the people of Woodstock.

Thank you for your consideration.

Sincerely,
David Rubin

Dear Selectboard,

Thank you for considering me to represent Woodstock on the MVSU school board.

My husband, Dan, and I moved from the Midwest to Woodstock 3 years ago with our children Charlotte, Max, and Violet. As a native Chicagoan and Texan, respectively, with Hoosier children, we had no New England roots and were worried about building community so far from our family and friends. At that time, Charlotte was preparing to start kindergarten and Max and Violet were preschool aged.

As we explored towns in New Hampshire and Vermont to determine where to make our new home, finding a school in which they would be nurtured mind, body, and spirit and connected to the broader community was our priority. I reached out to school administrators in several towns to better understand the ways in which they were supporting their students and to get a sense of the community. After speaking with WES' principal, Maggie Mills, we believed Woodstock would be the place for our family to put down roots and grow with the community.

Our children - each unique in their strengths, interests, and needs - are thriving at WES. They have attentive and passionate teachers who have nurtured in them a love of learning. They're also cultivating a shared set of values, namely, empathy and stewardship, that are preparing them to be the kind of thoughtful leaders our community will need 25 years from now.

The public education that my kids are receiving in Woodstock, and that our community's kids are receiving in our district, is in peril. Our schools are facing imminent, existential threats from budget cuts, failing facilities, staffing shortages, a modernizing approach to education and more. The school board plays a vital role in positioning our district and the children that call it home for success now and many years into the future.

I want to be a part of the team that helps tackle these problems and believe that my personal passion and professional experiences have prepared me to contribute. For over a decade, I've worked in higher education and therefore understand the challenges of delivering a high quality, modern education in a resource constrained environment like the one that our district is facing. For the last three years, I've helped my department strategically maximize our resources in the face of accelerating costs and decreased funding. I've also led or served on the hiring committee for over 17 leadership positions and believe I can be a helpful contributor as we look for our next superintendent.

Finally, I understand that we have a complex network of stakeholders who care about and are impacted by the decisions the school board makes and I will work to ensure we thoughtfully engage and communicate with our stakeholders as we make decisions. I welcome the chance to discuss my candidacy to serve in this important position with you.

Sincerely,

Claire VeNard
Woodstock



PIKE INDUSTRIES, INC.

A CRH COMPANY

3 Eastgate Park Road, Belmont, NH 03220

An Equal Opportunity Employer

Established 1872

Phone: (603) 527-5100

Fax: (603) 527-5101

Town of Woodstock VT:

Pomfret Road and Hartland Hill Road Work

Pike Industries, Inc.

249 Granger Rd, Barre, VT 05641

(802) 223-7100

Sales Estimator: Nick Lukash

Nlukash@pikeindustries.com

(603)443-1147

<https://pikeindustries.com>

Scope of Work:

-¾ Shim and 1.5" Overlay for .8 miles on Pomfret rd (from Vt 112 to Pomfret Town line) and 1.6 Miles on Hartland Hill Road (from Lincoln St. to Hartland Town Line).

-Pike Industries, Inc. will be the Prime contractor for this work (paving) and utilize subcontracted flaggers (Likely ADA) to safely complete it.

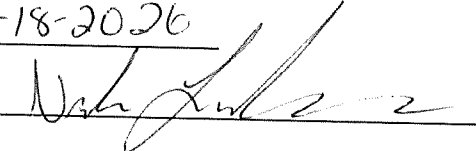
-Work to be completed by September 2027 (Ideally completed in 2026). We would plan to Start/complete this work in the 2026 Season.

-Paving plan would be to complete the work on one road prior to moving to the the second.

-Pike Industries, Inc. has been in Business for over 150 years and completes similar scope projects on a regular basis for towns in VT, NH and ME as well as numerous federally funded state projects.

- Cost valid for 180 days following the proposal due date and will be part of the Contract negated with the town.

Date: 8-18-2026

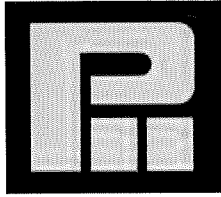
Signature: 

References:

Town of Bethel VT: AJ 802-299-0271

Twon of Strafford, VT: Paul Hardy 802-765-4550

Town of Springfield, VT Ben Moffit 802-732-7018



PIKE INDUSTRIES

A CRH COMPANY

AN EQUAL OPPORTUNITY EMPLOYER
ESTABLISHED 1872

VERMONT OFFICE
249 Granger Road, Barre, VT 04937
Phone: (802) 223-3175

To:	Town Of Woodstock	Contact:	Nick
Address:	PO Box 488 Woodstock, VT 05091	Phone:	(802) 457-3456
Project Name:	Town Of Woodstock	Email:	nlukash@pikeindustries.com
Project Location:	Woodstock, VT	Bid Number:	
		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Hartland Hill Rd (3/4' Level, 1 1/2" Overlay)	2,350.00	TON	\$99.60	\$234,060.00
	Pomfret Rd (3/4" Level, 1 1/2" Overlay)	1,315.00	TON	\$99.60	\$130,974.00

Total Bid Price: \$365,034.00

Notes:

- AC Price Adjustment shall be paid in its entirety to Pike Industries, Inc. per the Construction Contract. VAOT index of \$799
- Worldwide energy and petroleum markets continue to be volatile, consequently Pike Industries Inc. reserves the right to withdraw this quote if not accepted within 7 days. If we do not receive a response (acceptance subject to project award) to this quote in 7 days, it will become null and void.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Price is valid for 180
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Hot Mix Asphalt (HMA) as quoted is free of Refined Engine Oil Bottoms (REOB's). For more information regarding REOB's, a listing of states that have currently banned their use and potential detriments to HMA please go the following website:
<http://commonwealthmagazine.org/transportation/004-laying-it-down-testing-it-later/>
- Unless the words "Lump Sum" appear next to an item of work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.

This Quotation expires thirty (30) days from its issuance unless accepted in writing by the Buyer.

The person signing below represents that he/she is authorized to enter into this Contract on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein.

This Contract and the Standard Terms & Conditions are accepted by the buyer:

STANDARD TERMS & CONDITIONS

1. Applicability. These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, "**Contract**"). With the exception of the Terms & Conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract.

2. Payment. Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

3. Taxes. Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify, and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

4. Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

5. Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges, or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

7. Warranty. Seller warrants that the goods and services herein will conform to the approved shop drawings. If there is no approved shop drawings, Seller warrants that the goods and services herein will conform to specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.

8. Time. Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

9. Modification. No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

11. Damages. Seller's liability for any damages related to this Contract shall be limited to (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions.

12. Indemnity. To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses, (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

13. Applicable Law. This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. Work Conditions: If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. Inspection. Seller shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Buyer shall inspect all materials prior to installing the materials in order to confirm that the materials comply with Buyer's specifications.

16. Safety. Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

17. Storage. Unless otherwise agreed to in writing, Buyer shall take delivery of all materials within 30 calendar days of being notified that the materials are ready for delivery. A storage fee of \$50.00 per day shall be charged for any materials left at Seller's facility for more than 30 calendar days. Seller shall have the right to dispose of any materials left at Seller's facility for more than 180 calendar days.

18. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.

Payment Terms:
Net 30 Days

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: PII - VT (Barre) Authorized Signature: _____ Estimator: Nick Lukash (603) 443-1147 nlukash@pikeindustries.com
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BLAKTOP

PAVING

Thomas Ashley
73 Elm Street West
West Lebanon, NH. 03784
603-252-1973
tom@blaktop.com

17 August, 2026

Dear Eric Duffy,

The scope of work to be performed by Blaktop includes providing flaggers for work zone safety and traffic control, cut keyways, sweep and tack the road, provide a $\frac{3}{4}$ " compacted depth shim course using VTRANS TYPE IV HMA and 1 $\frac{1}{2}$ " compacted depth overlay course using VTRANS TYPE III HMA on a section of Pomfret and Hartland Hill Roads.

Blaktop Inc. employs the services of Traffic Control Organizations compliant with MUTCD standards.

Blaktop has performed similar work in the past for contractors as well as Towns in Vermont and New Hampshire.

Some examples of recent projects include:

Sanborn Hill Road in Springfield, NH. (Neal Huntoon~Road Agent-603-359-2356)

Chalk Pond Road in Newbury, NH. (Bill Scanlon~Road Agent- 603-938-5494)

Grafton Turnpike in Lyme, NH. (Scott Bailey~Road Agent- 603-795-4042)

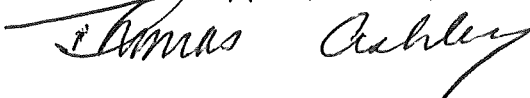
Quechee Hartland Road in Hartland, VT. (John Broker-Cambell~Town Manager-802-436-2119)

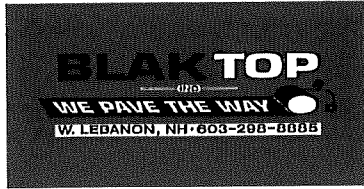
The approach to this project would be similar to other road projects that we have successfully paved. Establish a traffic control program (ITCP) for safety and traffic control, prep the roads for asphalt by sweeping and tacking the surface then providing a shim and overlay course to smooth out the road and provide optimal rideability.

With our current schedule, it is unlikely that we could execute this project within the State recommended 2026 paving season.

Sincerely,

Thomas Ashley (sales/estimator)





Blaktop Inc.
73 Elm Street West
West Lebanon, NH, 03784
(800) 894-8886

Contact
Tom Ashley
tom@blaktop.com
(603) 252-1973

Proposal

Estimate ID
KC Proposal -1364-001

Bid date
Aug 18, 2026

Expires
Mar 3, 2028

Attention

Greg Fullerton
Town of Woodstock, VT.
31 The Grn
P.O. Box 488
Woodstock, VT 05091
dpw@townofwoodstock.org
(802) 370-1914

Project name

Town of Woodstock, VT. Paving 2026-2027

Project address

Pomfret Rd, Woodstock, VT

Estimate name

Town of Woodstock, VT. Paving 2026-2027

Payment Terms

NET 30

Prevailing wage

No

Bid Items

Shim/overlay Pomfret Road

Qty: 1435 TON

Unit Price: \$92.87

Line Total: \$133,268.45

- Cut keyways as needed to provide a nice joint to tie into. -Sweep the existing asphalt to provide a suitable surface for tack adhesion.
- Tack the road to provide an optimal bond between the new and existing asphalt.
- Pave a 3/4" SHIM COURSE using VTRANS TYPE IV HMA on approximately 11,264 SY.
- Pave a 1 1/2" compacted depth overlay using VTRANS TYPE III on the same 11,264 SY.

Shoulders on Pomfret Road

Qty: 1877 SY

Unit Price: \$4.01

Line Total: \$7,526.77

- Provide (2) flaggers for work zone safety and traffic control. -Install approximately 175 tons of shoulder gravel on 1,877 SY. on Pomfret Road.
- ***Approximately 2" in depth compacted and 2' in width.

Shim/overlay Hartland Hill Road

Qty: 2868 TON

Unit Price: \$92.87

Line Total: \$266,351.16

- Cut keyways as needed to provide a nice joint to tie into. -Sweep the existing asphalt to provide a suitable surface for tack adhesion.
- Tack the road to provide an optimal bond between the new and existing asphalt.
- Pave a 3/4" SHIM COURSE using VTRANS TYPE IV HMA on approximately 22,528 SY.
- Pave a 1 1/2" compacted depth overlay using VTRANS TYPE III on the same 22,528 SY.

Shoulders on Hartland Hill Road

Qty: 3754 SY

Unit Price: \$4.01

Line Total: \$15,053.54

- Provide (2) flaggers for work zone safety and traffic control. -Install approximately 270 tons of shoulder gravel on 3,754 SY. on Hartland Hill Road.
- ***Approximately 2" in depth compacted and 2' in width.

Bid Total: \$422,199.92

Conditions

Liquid

Prices quoted reflect " _RACK_____ Liquid"

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined in the terms above. This proposal becomes invalid and may be withdrawn or changed if not signed within 15 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined in the terms above. We accept cash, check, Visa, MasterCard, American Express.

Certificate of Insurance

If accepted Blaktop Inc. will provide a Certificate of Insurance to homeowner for Vermont jobs over \$10,000.

Changes

This estimate is subject to change based on market conditions at the time of project execution, and therefore are provided for budget purposes only. This estimate will be updated prior to the execution of the project.

Notes: Property/residential

owners are responsible for obtaining all required permits & approvals. State DOTs require permits for work that abuts their roadways. Vermont sales tax will be applied to materials delivered to the State of VT unless a VT sales tax exemption certificate is provided before start of work.

Vermont - Asphalt cement escalation

Paving prices contained in this proposal will be adjusted, if necessary, in relation to changes in asphalt cement costs at the time paving is performed. The paving prices contained in this proposal are based on the current month for liquid asphalt of \$ _____ 793.00 _____ (monthly asphalt prices can be found at the state department of transportation for the state in which the work is performed.) This adjustment will be calculated based on the liquid content of the asphalt mix incorporated into the project.

Vermont - Fuel Price Adjustment:

Fuel Price Adjustment: Blaktop Inc. reserves the right to adjust the pricing herein upwards or downwards based on the applicable state standards for Fuel Adjustment. This adjustment will apply to fuel price variances equal to or exceeding 5% of the fixed based fuel price of \$ _____ 5.73 _____ /gallon and a usage rate of 2.827 gal/ton in effect at the time of this proposal. Notes: VT publishes the fuel prices on or about the first of every month, Tracks NYDOT which usually comes out the last week of the month. VT usage rates can currently be found in GSP-1814, and the posted rate at the VAOT website.

Project Completion Date

Project Completion Date AUGUST 1, 2027

Signatures

Accepted By

Town of Woodstock, VT.

Greg Fullerton

dpw@townofwoodstock.org

(802) 370-1914

Submitted By

Blaktop Inc.

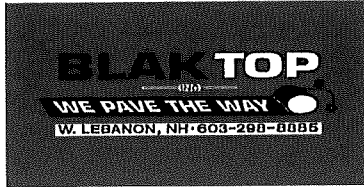
Tom Ashley

tom@blaktop.com

(603) 252-1973

8/18/2026, 1:11:13 PM

Tom Ashley



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Project address
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Payment Terms
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Project Completion Date

Project Completion Date AUGUST 1, 2027

Signatures

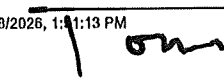
Accepted By

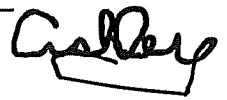
Town of Woodstock, VT.
Greg Fullerton
dpw@townofwoodstock.org
(802) 370-1914

Submitted By

Blaktop Inc.
Tom Ashley
tom@blaktop.com
(603) 252-1973

8/18/2026, 1:11:13 PM








Vermont Roadworks. LLC, WBE
11 Green Street
Brattleboro, VT
(802)579-8548, www.vermontroadworks.com

August 17, 2026

ATTN: Eric Duffy, *Town Manager*,

Re: Town of Woodstock, Pomfret and Hartland Hill Road Paving Work

Vermont Roadworks LLC is pleased to submit our proposal for the paving work associated with Pomfret Road and Hartland Hill Road in the Town of Woodstock. The scope of work is as follows: $\frac{3}{4}$ shim and 1.5 overlay for .8 miles on Pomfret Road (from VT12 to Pomfret Town Line) and 1.6 miles on Hartland Hill Road (from Lincoln Street to Hartland Town Line).

Vermont Roadworks is an experienced, award winning Vermont asphalt paving contractor with a long history of successfully completing municipal, commercial, and private paving projects. We have performed multiple projects within the Town of Woodstock, including work for the Town, local businesses, and property owners. We are proud of the quality of our work and can provide an extensive list of references, completed projects, certifications, and awards upon request.

Our seasoned crew brings more than 100 years of combined experience in asphalt paving, roadway construction, site preparation, grading, compaction, and related work. Vermont Roadworks has reviewed and understands the scope of work associated with this project and is fully competent, properly equipped, and prepared to perform the required duties in a professional and timely manner.

We understand that the proposal is due August 18, 2026, and that the project is to be completed by September ~~2027~~, with the Town's preference being that the work be completed during the current construction season. Vermont Roadworks understands these scheduling requirements and will make every reasonable effort to coordinate staffing, equipment, materials, and project scheduling to meet the Town's desired completion timeline of this year.

Vermont Roadworks further acknowledges and agrees that our proposal, statement, and cost schedule shall remain valid and binding for 180 days following the proposal due date and, upon selection and negotiation with the Town of Woodstock, shall become part of the resulting contract.

We appreciate the opportunity to submit a proposal for this project and to continue our working relationship with the Town of Woodstock. Vermont Roadworks takes great pride in providing professional and skilled paving work to Vermont communities, business and home owners and municipalities. We would be pleased to bring our experience and established crew to the Pomfret Road and Hartland Hill Road projects.

Thank you for your consideration.

Sincerely,

Tara Cheney, CEO
Vermont Roadworks LLC

The vendor has read and will comply with all the terms and conditions as outlined in the RFP.

Signature Tara Cheney, CEO Date 8/17/2026

2026 Best Paving Company in Vermont, Google

2026, 2025, 2024 and 2023 Best of Readers Choice Award - Best Paving Company

2022 Small Business Association Vermont Woman-Owned Business of the Year

2021 Reformer Women Business Leader Award Recipient

References:

Seth Hopkins, Town of Brandon, VT. Manager@brandonvermont.gov. We have worked for this town for multiple years, paving town roads and sidewalks and we did an emergency paving job for the water department this year.

Rick Werner, W & B Management, rjw@wbmvt.com. Vermont Roadworks has worked paving, crack sealing, seal coating and linestriping for Rich in the Dover, VT Mount Snow area for seven years. We have multiple ongoing seasonal winter contracts and perform all the paving duties at over ten condominium properties, including road paving.

David Dearborn, Brattleboro Housing Partnership, ddearborn@brattleborohousing.org. We also do all paving and paving maintenance for these 9 properties in Brattleboro, Vermont. We also have seasonal winter contracts.

Dave Vaillancourt, stoddardpd@gmail.com. We have done annual road paving for the town of Stoddard, NH.

We have endless excellent references.



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Vermont Roadworks LLC

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We have endless excellent references.

Vermont Roadworks, LLC, WBE
 11 Green St.
 Brattleboro, VT 05301 US
 8025791911
 paving@vermontroadworks.com
 www.vermontroadworks.com

Estimate 2026-905

ADDRESS

Town of Woodstock
 PO Box 488
 Woodstock, VT 05091

DATE
 08/17/2026

TOTAL
\$416,586.56

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Asphalt-GVT	Town of Woodstock, Hartland Hill Road. SCOPE OF WORK: Sweep and clean the roadway prior to paving. Apply a tack coat to the original existing asphalt prior to placement of the shim course. Place an approximately 3/4-inch hot mix asphalt shim course, followed by an approximately 1.5-inch hot mix asphalt overlay, over approximately 202,752 square feet of roadway (approximately 8,448 linear feet / 1.6 miles).	1	411,586.56	411,586.56
	Mobilization - GVT	Mobilization, Demobilization & Fuel Surcharge job is all inclusive of labor, all equipment, materials, trucking, traffic control and mobilization.	1	5,000.00	5,000.00

Thank you for your business! We accept ACH and checks. If paying by check, please mail to 11 Green St., Brattleboro, VT 05301.
 By signing and dating below, I agree to the terms and authorize VTR, as specified in this estimate.

TOTAL

\$416,586.56

Job is all inclusive of labor, trucking, all equipment, all materials, site visit and estimate, any applicable taxes, fuel surcharge, removal of debris, mobilization & demobilization.

THANK YOU.

Any additional labor, product and/or expenses will be billed subsequently. A finance charge of 2% per month will be charged on all unpaid balances. Recipient responsible for all costs of collection, including attorney's fees. Any requested fixes for damage that is no fault of Vermont Roadworks, will be billed additionally. Terms are 33% down and the remainder is due upon receipt of final invoice. Payments by check, ACH, Debit and Venmo are free.

Fully Insured. A Plus Safety Rating. Excellent References. Experienced Crew. All Sites Supervised. WBE, DBE, Hub-Zone Certified.

Accepted By

Accepted Date

2021 Woman in Business Leader Award
 2022 Vermont SBA Woman Owned Business of the Year
 2023, 2024 and 2025 Reformer's Best of Award : Asphalt Paving
 2026 Best Paving Company in Vermont, Google

Vermont Roadworks, LLC, WBE
11 Green St.
Brattleboro, VT 05301 US
8025791911
paving@vermontroadworks.com
www.vermontroadworks.com

Estimate 2026-904

ADDRESS

Town of Woodstock
P.O. Box 488
Woodstock, VT 05091

DATE
08/17/2026

TOTAL
\$210,793.28

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Asphalt-GVT	POMFRET ROAD PAVING SCOPE OF WORK Provide paving improvements on Pomfret Road for approximately 4,224 linear feet, extending from VT Route 12 to the Pomfret Town Line. Work includes placement of an approximately 3/4-inch shim course, followed by an approximately 1.5-inch hot mix asphalt overlay. A tack coat will be applied to the original existing asphalt surface prior to placement of the 3/4-inch shim course to promote proper bonding.	1	205,793.28	205,793.28
	Mobilization - GVT	Mobilization, Demobilization & Fuel Surcharge job is all inclusive of labor, all equipment, materials, trucking, traffic control and mobilization.	1	5,000.00	5,000.00

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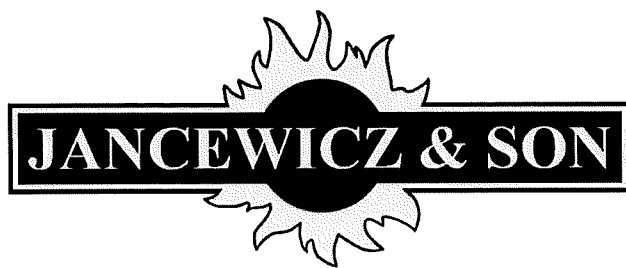
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1164 Main Street • North Walpole • New Hampshire • 03609 • (800) 281-3585

Roofing

Asphalt Shingle
Cedar
Composite
Copper
EPDM/TPO
Metal Shingle
Slate
Standing Seam

Siding

Board & Batten
Cedar Shingle
Everlast
LP DiamondKote
STONEfaçade
Vinyl
Wood Clapboard

Windows & Doors

New Construction
Replacement

Gutters

Aluminum
Copper
Steel

Insulation

**Renovations &
Remodeling**



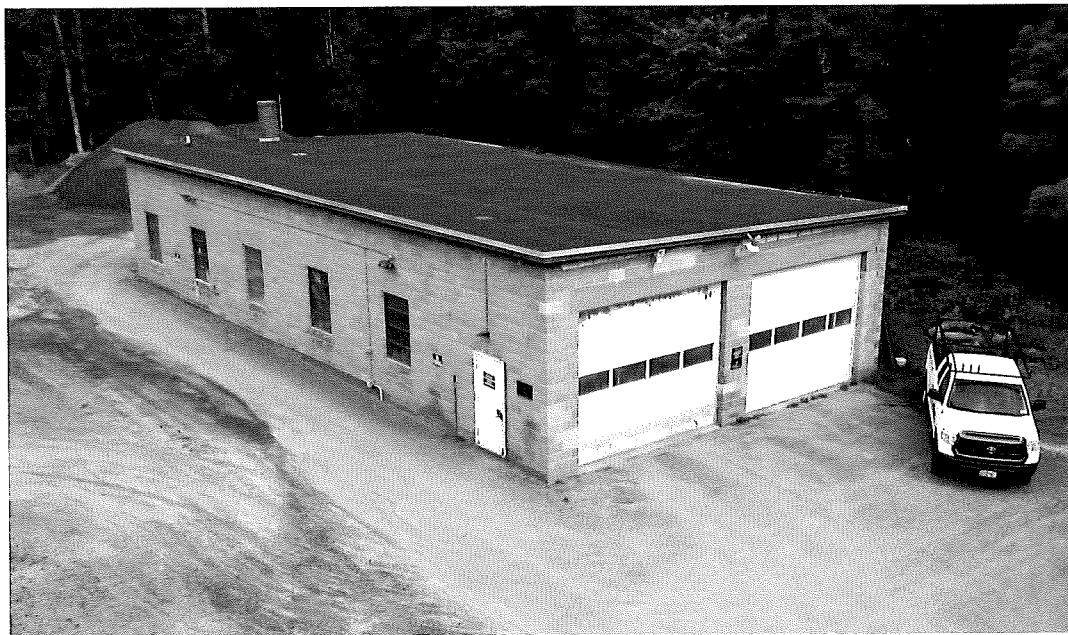
EPDM Roofing PROPOSAL

PREPARED FOR:

Town of Woodstock
c/o Greg Fullerton
2576 West Woodstock Road
Woodstock, VT 05091

JOB LOCATION:

Lower Highway Garage
2576 West Woodstock Road
Woodstock, VT 05091



PREPARED BY:

Nate Shipman
Jancewicz & Son
www.roofsplus.com

8/25/26

Dear Mr. Fullerton,

Thank you for taking the time to meet with me & discuss ideas for your home improvement. I would briefly like to tell you about Jancewicz & Son and why you will want to choose us for your home improvement project.

Jancewicz & Son provides **\$1,000,000.00** of liability insurance per occurrence. All our employees are covered by Workers Compensation Insurance so you will not be exposed to any liability should any of our employees be injured while on your job. We are registered with the States of Vermont, New Hampshire, & Massachusetts for your protection.

- We are members of Better Business Bureau (BBB)
- We are members of Certified Contractors Network (CCN)
- We are members of the International Code Council (ICC)
- We are members of the National Association of Home Builders (NAHB)
- We are members of National Roofing Contractors Association (NRCA)

As a legitimate & dependable home improvement company, we maintain these affiliations & credentials to provide you with the highest level of confidence & customer service. We are approved, licensed, & registered with many manufacturers for the installations of premium home improvement products.

- Our roof mechanics are qualified Master Shingle Applicators (MSA) and attend pre-approved on-going training to keep them up to date on the latest technological advances in the roofing industry including the local building codes and the NRCA specifications.
- We are the only Cedar Shake and Shingle Bureau certified installer in the state of Vermont and 1 of 2 in the state of New Hampshire
- Our installers are certified by Englert, Inc., The Cedar Shake & Shingle Bureau, CertainTeed, Andersen, Marvin, Velux, Thermatru, among others.

With **91 years** in the home improvement industry, we take pride in our quality workmanship & the specialty services offered to our clients.

We thank you for giving us the opportunity to help you meet your home improvement needs & look forward to helping you achieve 100% customer satisfaction.

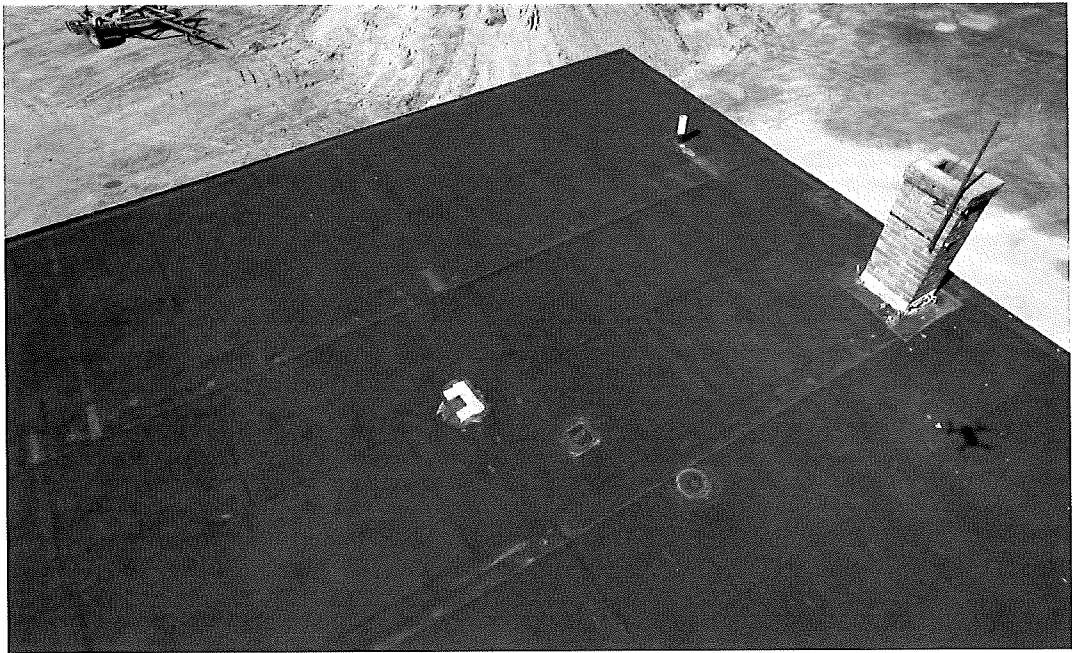
Very Truly Yours,

Nate Shipman

Nate Shipman
Jancewicz & Son

EXTERIOR EVALUATION:

The existing EPDM roof system is showing signs of deterioration as evidenced by areas on the roof plane that have begun to leak. There are multiple areas that have been patched over, and in attempts to stop active leaking, an ice & watershield has been applied to the membrane roof, which has not been effective in stopping the water infiltration.



There is a significant area of rot occurring along eave edge of the building. Temporary repairs have been made to support the eave edge since the last inspection completed by Jancewicz & Son in 2022.



Area to be Re-Roofed:

This proposal includes Jancewicz & Son removing the existing EPDM roof system, and furnishing and installing a new fully adhered .060 EPDM roof system on 1 lift of 1” polyisocyanurate rigid insulation. The existing polyisocyanurate insulation board will be removed. If further layers of roofing material are discovered, consideration for removal of the additional layers will be considered on an additional work order basis.

It is assumed the insulative properties in the building are to the interior side of the roof plane. If it is discovered the insulation is on the top side of the roof, additional lifts of staggered polyisocyanurate board can be installed on an additional work order basis. The corrugated roof plane is not included in this scope of work.



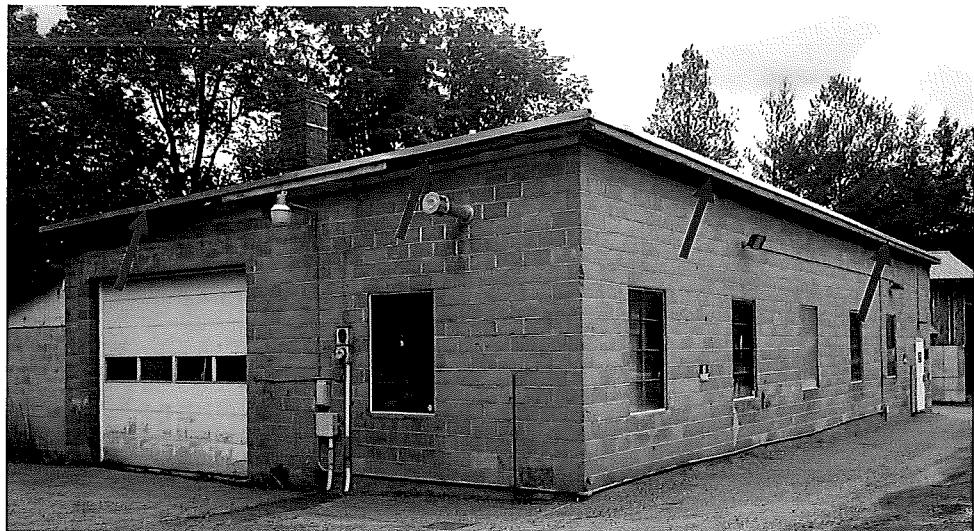
Core Test:

Because it is unknown what the roof layering consists of, a core test will be done prior to job commencement to determine roof thickness and layering. This proposal includes the removal of the existing layer of EPDM roofing and up to 1" of rigid insulation

Perimeter Edge

Flashing:

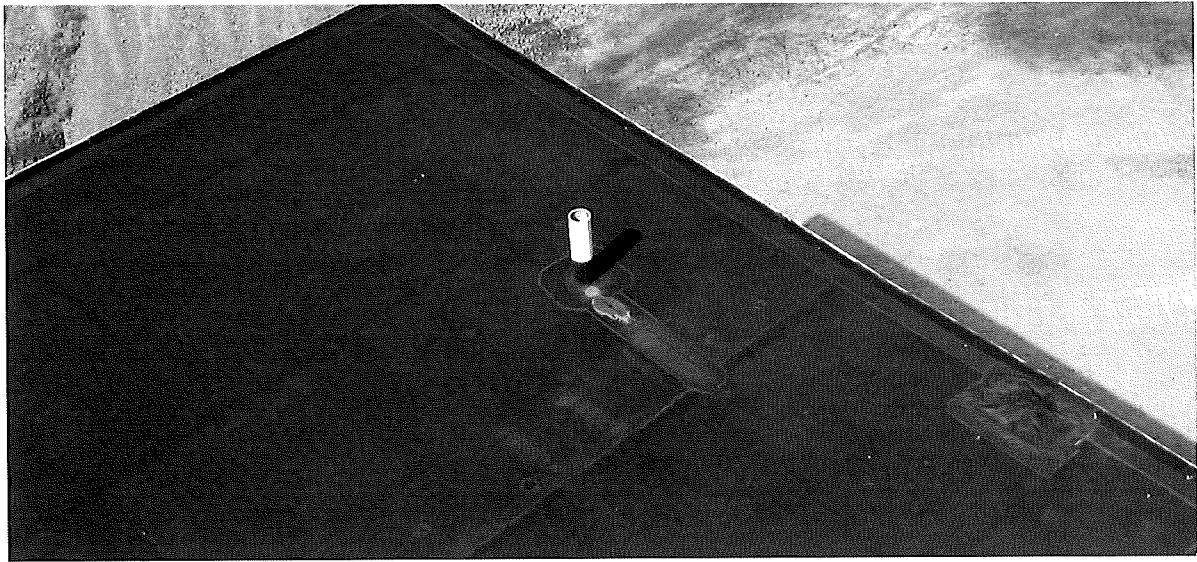
This proposal includes the installation of new drip edge. We replace all perimeter edge with Gauge Kynar Painted Galvalume.



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new 24-

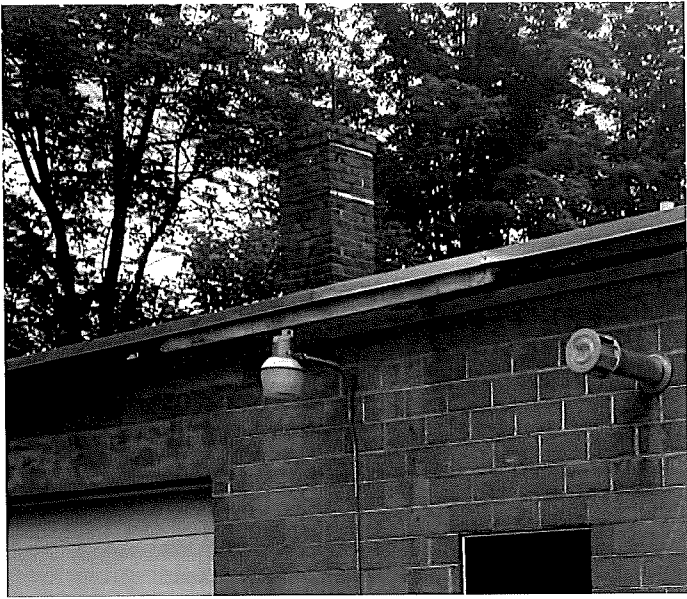
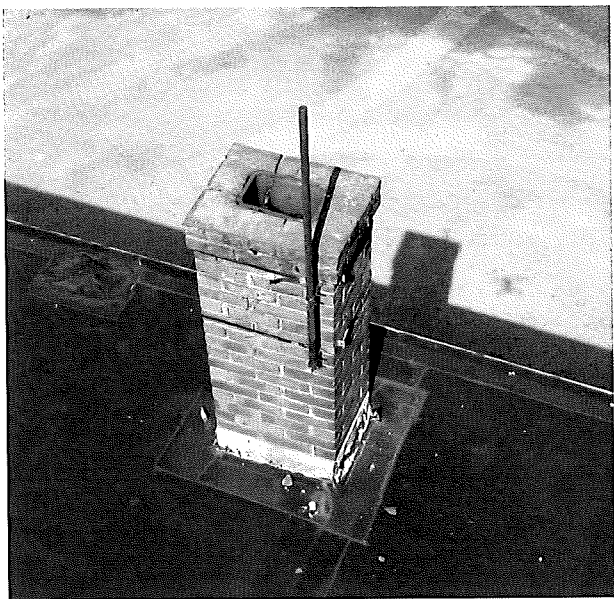
Vent Pipe Detail:

There is one vent pipe protruding through the roof plane. The plumbing in the building is no longer in use, and the Director of Public works will remove the plumbing vent pipe prior to Jancewicz & Son replacing the roof.



Chimney Detail:

There is one chimney in the roof plane. The chimney is no longer in use and will be torn down below the roof line, for Jancewicz & Son to roof over. .



Roof Disposal & Access Area:

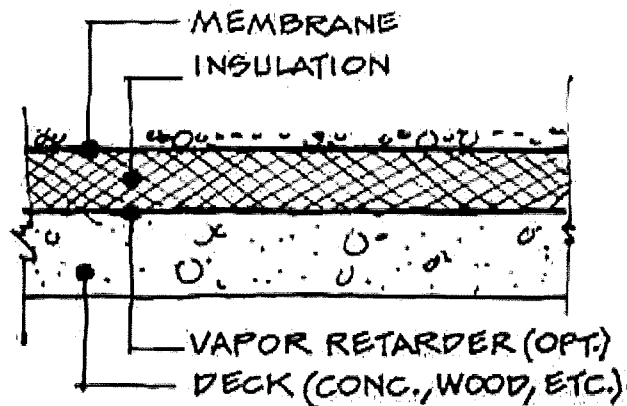
We will remove and dispose of the existing roofing material, but to keep a clean site and dispose of the existing roofing Jancewicz & Son will need access to the area at the side of the building. Jancewicz & Son will install pipe staging to access the roof at the side of the building and flag the remainder of the roof plane to meet OSHA compliance. Jancewicz & Son requests the debris be removed to provide safe access to the roof plane. All debris should be removed prior to Jancewicz & Son arriving to complete the work.



Vapor Retarder:

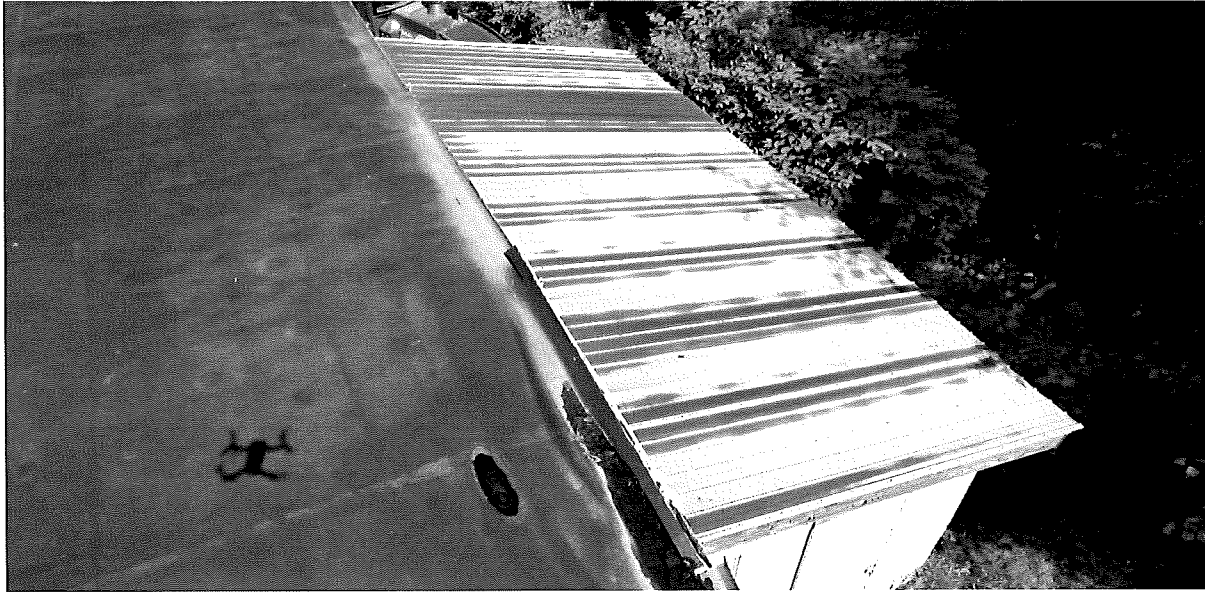
Because the initial building design documents are not available the intended interior relative humidity data is not known. It is assumed the interior humidity level in winter months is below 45% therefore a vapor retarder has not been included in this proposal. Vapor retarders primarily are used in low-slope roof assemblies to prevent large quantities of moisture-laden air from a building's interior from moving into the roof assembly where condensation may occur. The use of a vapor retarder has been debated in the roofing industry for years. NRCA has maintained a vapor retarder should be considered by roof system designers when the following two conditions are met: **the outside average January temperature is below 40 F (4 C) and the expected interior winter relative humidity is 45 percent or greater.**

The expected interior winter relative humidity of a particular building can be determined from the design relative humidity value. This value typically is determined by the designer of the building's heating, ventilating and air conditioning (HVAC) system. For existing buildings, the design interior relative humidity sometimes can be obtained from a knowledgeable building maintenance engineer or whoever maintains the building's HVAC and mechanical control systems. Typically these retarders are located between the base roof deck (wood or fire retardant gypsum board (AKA Dens Deck) and the first lift of rigid insulation but a dew point calculation should be done to determine proper location is necessary.



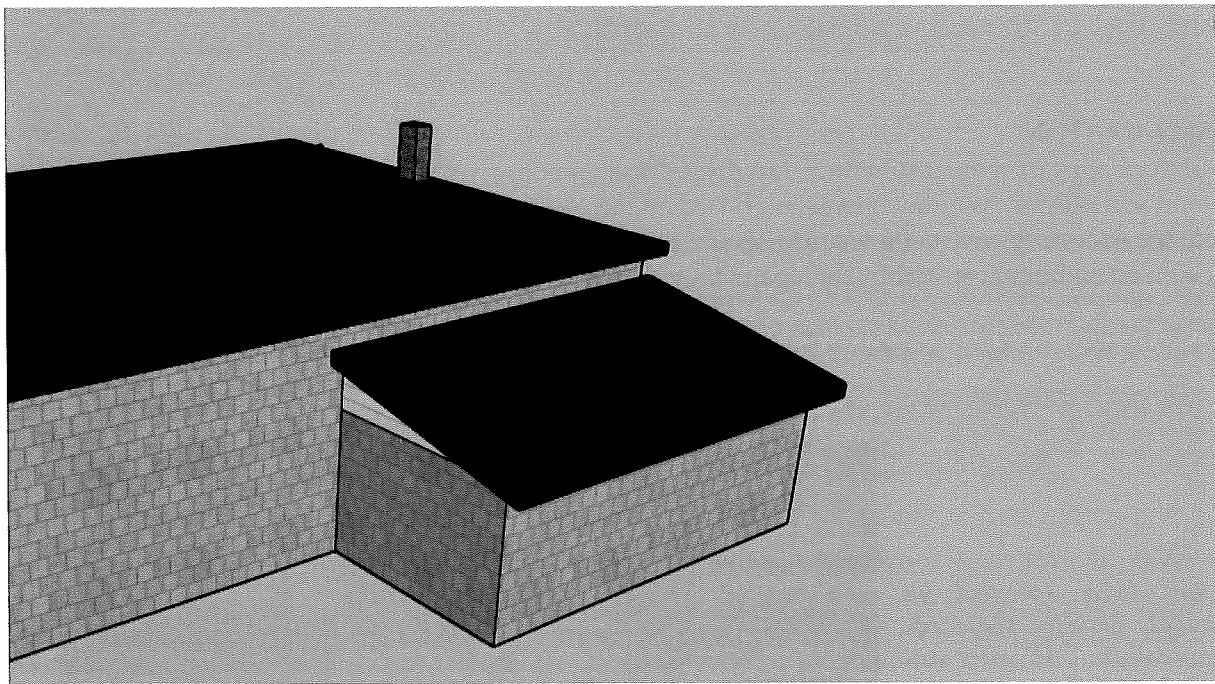
ROOFING CONSIDERATION:

The shed roof at the back of the building is a corrugated metal roofing that is showing signs of deterioration. At the time of site evaluation, there were reports of leaking occurring on the roof, however no active leaking was observed. Corrugated roofing can be problematic in that it relies on exposed fasteners with rubber grommets that are prone to leaking with the expansion and contraction of the metal roof. Often, the screws will back out or the rubber grommets will dry rot, creating a leak point on the roof. There is a considerable amount of rust that could be creating pinhole leaks on the roof plane.



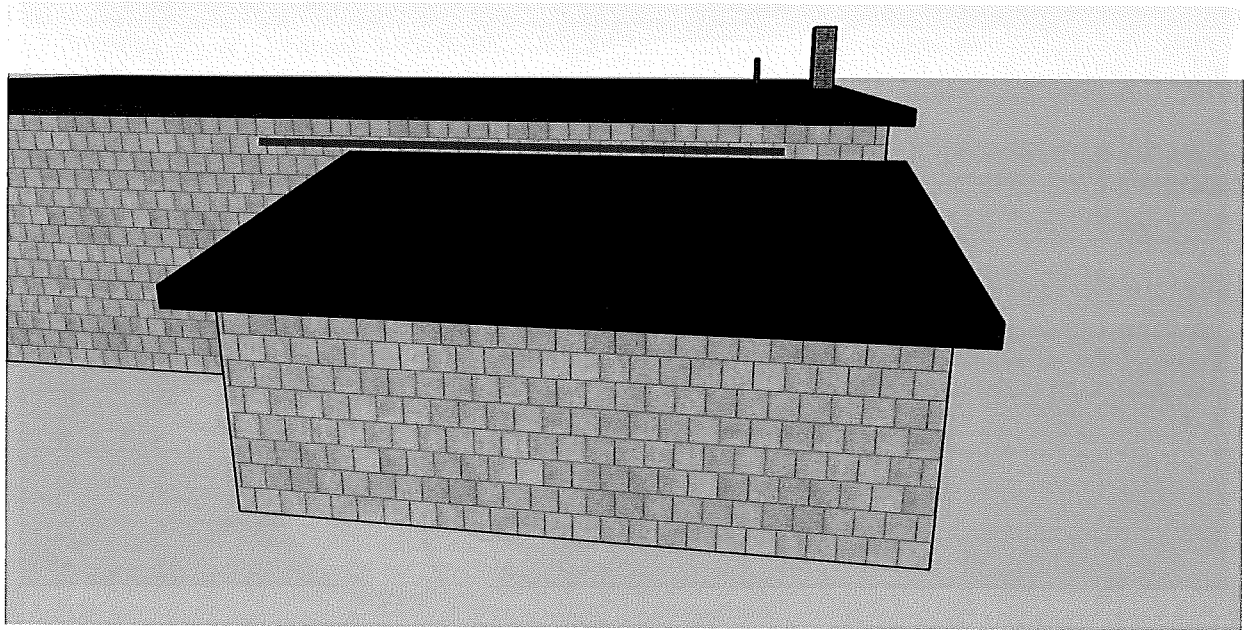
ROOFING CONSIDERATION:

With this in mind, this proposal includes Jancewicz & Son removing the existing corrugated roofing, and furnishing and installing a 24-gauge Kynar painted galvalume double lock standing seam roof system.



HEADWALL DETAIL:

Where the roof plane intersects with the block wall on the main building, our craftsmen will remove the existing flashing. New Ice and Watershield will be installed at the headwall juncture, along with headwall flashing fabricated from 24-gauge Kynar painted Galvalume. To ensure a watertight juncture in this location, new lead counterflashing will be installed to the masonry block wall and sealed with geocel triopolymer sealant.



CARPENTRY DETAIL:

There is significant rot along the eave edge of the building. This proposal includes removing up to 36 feet of rot along the eave edge of the building pictured below and rebuilding the soffit and fascia detail. This proposal assumes there is a subfascia and blocking installed to support the overhang of roofing material. Should additional rot be discovered, or system details change, an additional work order for the necessary repairs may be warranted.

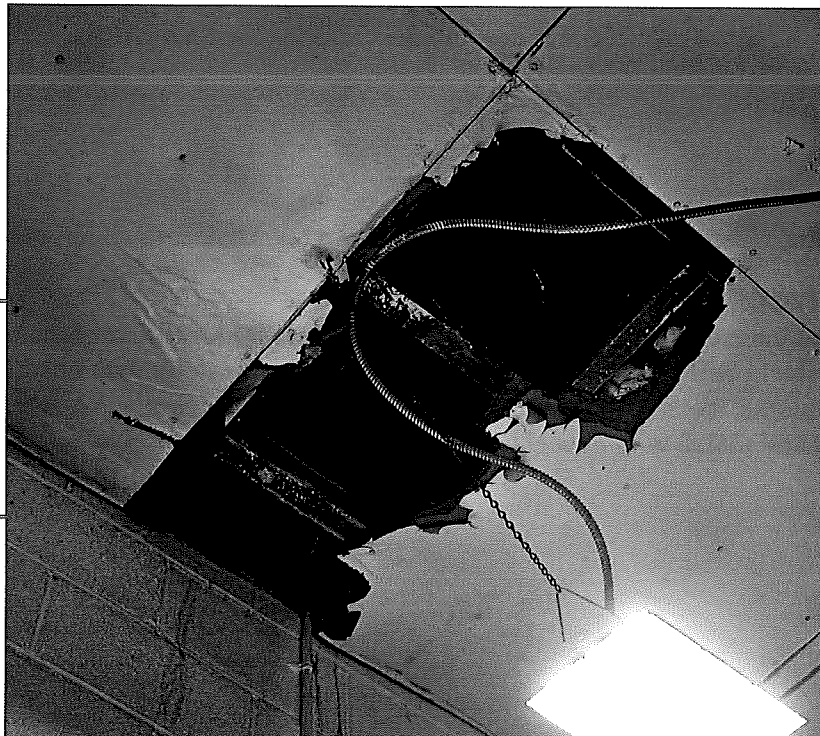
INTERIOR EVALUATION:

The existing roof deck appears to be a structural 2x6 deck. Based on observations made along the eave edge, there appears to be a CDX plywood and polyisocyanurate insulation board on the roof plane. This proposal includes up to 4 sheets of 5/8" plywood to make the necessary eave edge repairs. Should additional plywood be necessary, or the rot is discovered at the structural roof deck, an additional warranty for repairs may be presented.

This project has been specified in local building codes, industry standards specification requirements. All work will be certified craftsmen to assure qualification roofing warranty.

We at Jancewicz & Son understand that for many may be your first experience with a major improvement project. With that in mind, we have this list of "what to expect" during your home project. We hope this will help to avoid any problems before, during and after we arrive project.

Scope of Work to be



accordance with and manufacturer be installed by for the long-term

most people this home want to offer you improvement confusion or to complete your

Performed:

- Furnish and install all necessary staging, ladders and perimeter flagging to safely access the roof planes. Jancewicz & Son follows a strict safety plan that meets OSHA standards and requirements.
- Remove and dispose of existing perimeter edge flashing.
- Remove up to 36 feet of damaged fascia and soffit and framing.
- Inspect the existing substrate for improper installation and address as necessary on an additional work order basis.
- Furnish and install up to 36 feet of new framing to support the eave edge overhang.
- Furnish and install up to 36 feet of new primed and two coat painted radiata pine to re-establish the fascia and soffit detail.
- Remove and dispose of existing 1-layer EPDM roof system.
- Inspect all substrates for rot, improper installation, or additional layers of roofing material and address as necessary on an additional work order basis.
- Remove, haul and dispose of up to four sheets of damaged plywood sheathing.
- Furnish and install up to four sheets of 5/8" CDX plywood to re-establish the roof plane
- Furnish and install 1 lift of 1" polyisocyanurate insulation board over all areas to receive the fully adhered .060 EPDM system
- Furnish and install a fully adhered .060 mil EPDM rubber membrane roof system
- Furnish and install new perimeter edge flashing fabricated from 24-gauge Kynar painted galvalume.
- Option to remove the existing corrugated roofing at the back of the building.
- Inspect the existing roof deck for any damage, rot or defect and address as necessary on an additional work order basis.
- Furnish and install new full coverage Englert HT Metalman ice and watershield to the roof deck.
- Furnish and install new eave edge and rake edge flashing from 24-gauge Kynar painted galvalume.
- Furnish and install Englert 24-gauge Kynar painted galvalume double lock standing seam roof system.
- Furnish and install new lead counterflashing along the headwall, sealing the lead into the mortar using Geocel Tripolymer Sealant.
- Complete cleanup of the worksite.

General Specifications:

1. At the end of each day, the working area will be made watertight to protect the building from *normal* weather conditions.
2. The work area will be cleaned of all roofing debris during and broom cleaned after job completion.
3. The work area will be magnetically swept to pick-up any leftover nails after job completion.
4. All gutters pertaining to the work area will be cleaned of all debris after job completion.
5. All work performed by Jancewicz & Son will be in accordance with manufacturer's recommendations and guidelines set by the National Roofing Contractors Association (NRCA) and the local building codes.
6. Jancewicz & Son extends to its customers a (5) year workmanship warranty to supplement any applicable manufacturer's warranty programs.

Roofing Removal:

1 Layer of EPDM roofing and up to 1" of insulation will be removed and disposed of. If further roofing or insulation is found during core test an additional work order will be presented. Where selected, remove, haul and dispose of (1) layer of corrugated roofing material at the shed roof at the back of the building. Should additional layers of roofing material be discovered, an additional work order for removal and disposal may be presented.

Perimeter Edge Flashing (Drip Edge):

New Perimeter edge flashing will be custom fabricated from 24-Gauge Kynar Painted Galvalume.

Deck Preparation:

The roof deck is the structural surface over which the roofing materials are applied. The roof deck should be a smooth, solid surface, which will permit the panels to be securely fastened. The roof deck should be at least 1/2" thick plywood or nominal 1" thick wood deck, not more than 6" wide. The deck must be strong enough to:

- Support the roofing materials and our workers.
- Safely resist impact loads.
- Hold uniform loads, such as heavy snow.
- Provide resistance to wind force.
- Anchor the fasteners.

If you apply a metal roof over a deck surface that is unacceptable to the manufacturer, and damage results, the warranty may not be honored. The manufacturer will not take the responsibility for:

- Poor deck design that causes damage to the roofing system or other parts of the house.
- Defects or damage caused by the materials used as a roofing base, over which the metal roofing is applied.
- Damage to the roofing material caused by settlement, distortion, failure, or cracking of the roof deck.
- Defects, damage or failure caused by the application of the metal roofing not in strict adherence within written instructions of the manufacturer.
- Application over wood that is not dry or which has hard projections, such as partially driven nails, which can cause damage to the roofing material or underlayment applied above.

-
- 1. Inspect entire roof deck before the installation of the new roofing, re-nail protruding roof nails and clean the roof deck to allow for a smooth surface for the installation of the new metal roof panels.**
 - 2. Any replacement of rotted or damaged decking, framing or finishing lumber charged at a time & material basis.**
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Jancewicz & Son will notify the customer prior to proceeding with the above additional work.

NewPlywood Deck Areas: (if applicable)

Furnish and install up to 4 sheets of 5/8" CDX plywood to replace damaged/rotten section. Inspect the remaining roof deck for damage, rot, or defect and replace as necessary on an additional work order basis.

Polyisocyanurate insulation:

This proposal includes the installation of a 1" Polyisocyanurate insulation over the roof plane. This allows for a clean deck for good adhesion of the EPDM membrane.

Polyisocyanurate insulation is a closed-cell, rigid foam board insulation used in roof and wall assemblies within commercial and residential buildings of all types. Because of its high thermal performance, it is the product of choice for energy-aware architects, specifiers, builders, building owners, contractors and consumers.

- The highest R-value per inch of any rigid foam board insulation
- Outstanding installed cost advantages and economical cost per R-value
- Superior performance in fire tests
- Ease of use and peace of mind, as Polyisocyanurate products are designed for use in an expansive assortment of tested, approved, and code-compliant application.
- Polyisocyanurate insulation is stable over a large temperature range (-100°F to +250°F) and can be used as a component in roof systems
- Polyisocyanurate insulation has low density, good adhesion to facers, low water absorption and low vapor transference

EPDM Roofing:

EPDM is an extremely durable synthetic rubber roofing membrane (ethylene propylene diene terpolymer) widely used in low-slope buildings in the United States and worldwide. Its two primary ingredients, ethylene and propylene, are derived from oil and natural gas. EPDM is available in both black and white.

Standing Seam Roof Installation:

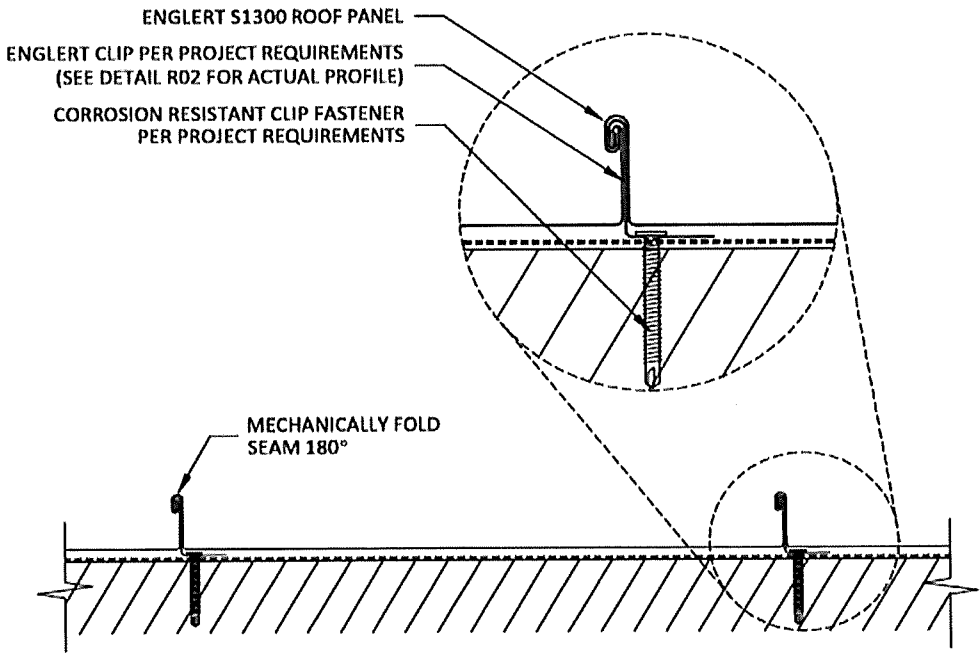
Furnish and install a 1-1/2” double-lock standing seam roof system as per manufacturers specifications and in accordance with the selected material and warranty guidelines.

- Jancewicz & Son will form the standing seam panels on site from 24” wide coil giving a finished panel width of 20” between the seams with a seam height of 1-1/2”.
- All panels are to be folded over at the perimeter and locked to the drip and rake flashings.
- Panels are to be held to the roof deck using fixed fastening clips attached using approved wafer head screws or copper nails for a copper standing seam roof system.
- At the eaves and in the valleys or on any roof less than a 3/12 pitch a Geocel Tripolymer sealant will be installed within the seam.
- All panels will be eave to ridge with no full panel horizontal seams unless required due to the location of a roof penetration.
- Install a three-piece ridge system and install with no exposed fasteners.

Fasteners for Roofing Application:

Nailing locations vary by roof style. It is critical to fasten the panels in the proper locations in order to achieve designed performance. Improperly fastened panels may blow off or slip out of place.

- Fasteners shall be approved wafer head screws.
- Each clip must receive two fasteners.
- Clips must be placed every 16-24” up the roof slope.
- It is Jancewicz & Son’s policy not to nail the clips to the roofing deck unless the material chosen does not allow for the use of screws.



Permits: (if applicable)

All applicable permits & inspection fees pertaining to job will be applied for & obtained by Jancewicz & Son for the scope of work being performed in their respective township, city or village. Permits for roofing projects are a requirement in certain townships or municipalities by local building codes.

Long Term Warranty:

Jancewicz & Son is a Professional Roofing Contractor. Jancewicz & Son proposes to furnish and install labor and material in accordance with the above specifications in order to qualify for the Manufacturers Long Term Warranty. A Certificate of Warranty for materials must be prepared & mailed to manufacturer upon completion of the roof. A warranty will be provided to you for the term specified by the material chosen.

NOTE: IN THE EVENT A CREDIT CARD IS USED FOR PAYMENT A 3% CONVENIENCE FEE WILL BE ADDED TO THE CHARGE.		
OPTIONS & ACCESSORIES	MA HIC#: 174422	INVESTMENT
Fully Adhered .060 EPDM roof system with carpentry repair as specified:		\$57,471.00
24-gauge Kynar Painted Double lock standing seam roof system as specified:	Kynar Color:	\$14,613.00
	TOTAL	\$72,084.00
TERMS: 33% DEPOSIT DUE UPON ACCEPTANCE	33% Deposit	\$24,028.00
33% DUE UPON HALF COMPLETION	33% Half Completion	\$24,028.00
BALANCE DUE AT SUBSTANTIAL COMPLETION	Balance Due	\$24,028.00
YOU, THE OWNER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION CLAUSE BELOW FOR AN EXPLANATION OF THIS RIGHT.		

ACCEPTED AND AGREED: The prices, specifications and conditions contained herein this Agreement are satisfactory and hereby accepted. You are authorized to perform the work as specified.

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

AGREEMENT IS NOT FULLY EXECUTED UNTIL SIGNED BY A LICENSED SALES PERSON THAT IS CURRENTLY EMPLOYED BY JANCEWICZ & SON.

DATE: _____

Nate Shipman Jancewicz & Son

We at Jancewicz & Son would like to thank you in advance for this opportunity to review and prepare this proposal for your home. We are totally committed to providing "100% Customer Satisfaction" before, during and after your roofing project. We have taken pains to make sure this proposal is suited to meet your needs for now and in the future. Please call me at your convenience if you have any questions at all. We look forward to working with you.

Yours truly,

Nate Shipman
Jancewicz & Son

This Proposal is based upon current material and labor cost. This Proposal may be withdrawn if not accepted within ten (10) days.

TERMS AND CONDITIONS

1. **Agreement:** This Agreement is between Jancewicz & Son (the "Company") and the homeowner (the "Owner") and/or their agents. The Company agrees to do the work (the "Work") contained herein for the Owner. *The Cost of the Work included in the agreement shall not include testimony in court for any reason.*

2. **Payment of Funds and Deposit:** Owner hereby agrees to pay Company for the Work in cash equivalents, unless otherwise agreed upon in writing. Owner agrees to pay Company a deposit of 33% at the time of the execution of this Agreement, 33% due at half completion with the balance due upon either the Completion Date as defined herein or upon Substantial Completion as defined herein. Substantial Completion shall mean if only certain minor items of Work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to Company.

3. **Late Payment / Service Charge:** Any funds owed greater than 30 days beyond the Completion Date are subject to a service charge of one and one-half percent (1½ %) per month on the unpaid balance. **NEW HAMPSHIRE: MECHANIC'S LIEN NOTICE PER RSA 447:5.** This shall be sufficient written notice, per RSA 447:5, before performing the requested labor or furnishing the materials to the owner or to the person having charge of the subject property, for the benefit of the subject property, that Jancewicz & Son may place a Mechanic's Lien against the property should Client fail to render payment for services and materials due, within 30 days of being invoiced for said materials and services.

4. **Work Schedule:** All details of job (shingle style & color, aluminum colors, etc.) must be finalized prior to being placed on our schedule. Company agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. Company shall commence Work approximately within 30 days of delivery of materials, allowing time for reasonable delays of which Company is not responsible. The Company is responsible for establishing scheduling and sequencing of the Work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other causes beyond Company's control.

5. **Measurements:** All specified measurements within the body of the contract are to be considered as approximate and are subject to change based on coverage, building design requirements, and/or limitations. Measurements do not include required overlapping of material for proper protection.

6. **Materials:** Company shall provide necessary labor, materials, and sales tax on materials to complete the Work as specified. Company shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. All materials shall remain the property and title of the Company until fully paid by Owner. All surplus materials shall remain the property of the Company unless, at Company's option, turned over to the Owner upon the completion of the Work. Company is not responsible for replacement of any lumber, sheathing, trim or rotted wood, or replacement parts more than the agreed amount unless specified in this Agreement. Any change or substitution of materials specified in this agreement must be agreed upon by Company and Owner, in writing, and must match form, fit, function to the originally specified materials and meet manufacturer warranty requirements. If determined by Company, during the performance of the Work, that additional labor and materials are required beyond what is specified in this Agreement in order to complete the Work, the cost for the additional labor and materials will be borne by Owner.

7. **Utilities:** Rooftop equipment such as satellite dishes, solar panels, or antennas may need to be temporarily removed during roof replacement. It is the homeowner's responsibility to arrange with their appropriate service provider to temporarily disconnect, remove, and then replace the equipment. Company shall not be held liable if any equipment is required to be moved, disconnected, or reconnected by a Company employee. Prior to project commencement, all utility lines including power masts must be wrapped by utility providers per OSHA guidelines. The homeowner is required to contact their utility company and have utilities wrapped prior to work commencement. Failure to complete this prior to project commencement may result in delays and to the project. The homeowner shall be responsible for all associated costs to the delay of the project.

8. **Contract:** This contract is based on information gathered at the time of site inspection or contributed to by the building owner. The Company should be informed by the Owner of any additional known factors such as condensation, ventilation issues, or any other situation that affects the performance of the building and building components by the Owner or any other party prior to the commencement of work, so Company and the Owner can develop an appropriate scope of work. The Company will not be held liable for condensation related issues not disclosed by owner.

9. **Changes in Contract:** The Owner hereby expressly authorizes any of his joint signatories, if there be any, or any of his agents, servants, employees, attorneys-in-fact, or personal representatives to execute and deliver to the Company any written additional change order (hereinafter the "Change Order") and any other documents necessary to consummate this Agreement, which shall be binding and conclusive on said Owner. Owner hereby acknowledges that any Change Orders, requested by Owner and approved by Company pursuant to this section of this Agreement, shall be paid as per the terms of the Company's Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner unless such changes or additions are cited in this Agreement. Furthermore, by signing below, Owner acknowledges that no change has been made to this Agreement by any salesperson or other agent of Company on behalf of Owner.

Initials: _____

10. **Owner Responsibilities:** Owner warrants to Company that he is the legal owner of the Property. Owner agrees to provide to Company at no charge, electric power, and water for construction purposes. Owner acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing Property. The debris generated from this Work and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not Company negligence and may include, but is not limited to, interior wall cracks, flaking of wall paint, drywall nail pops, debris falling into an attic, disturbance to shrubbery and lawns, divots in the driveway from equipment such as roll-off trash containers and dump truck. The Company shall not be held liable for any damage to the interior of the building. As a precaution, Owner shall remove from walls or ceilings, items such as, but not limited to, chandeliers, paintings, and plates. Owner shall lock away or secure other items of value in or on the Property. Owner shall make himself available during construction for clarification of specifications, approval of additional Work and to provide adequate access to the Property as may be required. The Owner shall make the Company aware of any existing hazardous material such as asbestos or lead based paint. Any testing or abatement required would result in additional costs. Should hazardous materials be discovered before or during the construction process, all cost associated with delays or a shutdown of the project will be the Owner's responsibility.

11. **Cancellation of Agreement:** Should Owner cancel this Agreement for any reason prior to the Rescission Date of this Agreement, Company shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the Notice of Cancellation of this Agreement which is incorporated herein and made a part hereof. If the Agreement is breached thereafter without consent of the Company, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Company. To cancel this Agreement, mail or deliver a signed and dated copy of the Cancellation Notice or other written notice to the Company at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.

12. **Default:** Owner shall be in default of this Agreement at any time if he does not tender payments as listed in section 2 & 6 of this Agreement. Upon Owner's default, the Company may immediately discontinue Work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.

13. **Attorneys' Fees:** In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Company.

14. **Company Warranty:** In order for any warranty to be effective against Company or any other party, Owner must: (1) have paid all sums owed to Company under this Agreement and any applicable Change Orders; (2) provide written notice, by certified mail, to Company within 10 days of discovering any defect or failure of the Work performed and; (3) not allow any third party to, in any way, alter or repair any of the Work performed by Company prior to providing the Company an opportunity to inspect the damage. Company shall provide Owner with a warranty against defects in workmanship for a period contained herein from the Completion Date. Material warranty shall be limited to manufacturer's warranty of materials. Company does not warranty the material or labor of items such as, but not limited to, caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items. Company's warranty is only effective if gutters are properly cleaned and maintained at least twice a year. Normal maintenance and care of Work installed is the Owner's responsibility. If damage occurs to roof or interior of house, which is a result of clogged gutters, then any warranty stated herein is void. Company's warranties as stated in this section of this Agreement shall be null and void for any water ponding beyond forty-eight (48) hours, except as set forth in this Agreement.

15. **Ice and Water:** The ice and water shield membrane is usually effective in preventing leaks caused by winter ice back-ups (ice dams). However, we cannot provide a warranty promising 100% performance. In harsh winters, the combination of deep snow and extended sub-freezing weather can cause severe ice formations. Gaps in roof boarding, building movement, and pitch resins in the boards can sometimes compromise the membrane and allow leaks to develop. In severe winter conditions homeowners are advised to be vigilant of the icing conditions on their homes and take preemptive action to remove snow and ice buildup.

16. **Company Not Liable:** Owner acknowledges that at no time shall Company's liability exceed the total amount charged for the Work performed under this Agreement. Company shall not be liable for any defects which are characteristic to the materials such as cracks, splits, and shrinkage or warping of wood or lumber etc. Due to the nature of the Work, damages to the property sometimes occur. Therefore, the Company is not responsible for nail pops, cracks to walls or ceilings of existing structures. Company assumes no liability for damages, including but not limited, to existing landscaping, trees, or shrubs. Company is not liable for common occurrence weather related problems such as ice dam, gutter back up or "Acts of God". Company is not liable for any ponding of water or improper drainage due to incorrect sloping of existing roof structure or roof structure problems that could cause sagging or unevenness in existing roof deck. Company will not be held liable for any "Act of God" to include but not limited to effects of ice damming, condensation, mold, fungus, regardless of the cost, event, material, product or component that contributed to said act of nature. Additionally, Company will not be held liable for any existing mold, mildew, or fungus due to existing conditions or water infiltration. Company shall not be held liable for any damages related to bodily harm, personal injury, or damage due to mold, fungus, or mildew. Chimneys, unless otherwise specified directly in the contract, shall be excluded from any expressed or implied workmanship warranty. Brick, block, or masonry substrates are prone to water absorption and expulsion. The Company shall not be liable for any defects, leaking, or any other issues related to mortar, brick, stone veneers, open flues, double wall pipe, or chimney chase.

17. **Notice Requirement:** Owner acknowledges that the Company is only responsible for damages to the property and the contents therein under Company's liability insurance, if Company, or its employees or servants are held or found to be negligent and, if Owner notified Company within forty-eight (48) hours of the occurrence. In the event of an issue related to water intrusion, damage requiring an insurance claim, or any implied issue related to a workmanship or material warranty the Owner is required to notify Company within 48 hours. Failure to notify within this 48-hour period will release the Company of any current or future liability.

Initials: _____

18. **Insurance:** Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the Work and materials under construction by the Company and agrees to compensate the Company for losses sustained by these conditions. Company shall, in amounts and with carriers subject to Company's sole discretion, provide workers' compensation, public liability and property damage for the Work, unless a general contractor, sub-contractor, or Owner, in whole or in part, supplies such insurance. The Company's maximum liability is limited to the coverage provided.

19. **Outside Financing:** If the Work is financed through an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of completion, if required.

20. **Binding Contract:** This Agreement is subject to change or revocation by Company without notice until approved by Company. Upon approval by Company, this Agreement shall constitute a binding agreement between the Company and the Owner. In the event such approval is not granted within thirty (30) days of the date of this Agreement, the deposit paid by the Owner will be refunded without interest and this Agreement shall be deemed not approved and neither

the Company nor the Owner shall be liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, Company reserves the right to reject or cancel all or part of this Agreement due to unacceptable payment performance or credit rating of the Owner. Any change approved by Company shall be communicated to Owner and be subject to acceptance within ten (10) days. If such change is not accepted in writing by Owner within such time, the deposit shall be refunded without interest to Owner in full termination of this Agreement.

21. **Service Calls:** Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Company to be a non-warranted item, the Owner will be charged for the service call or work performed at Company's established rates.

22. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties. Company is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent Company unless such statements, representations, or promises are set forth in this Agreement. Any modification of this Agreement must be in writing and signed by both parties.

23. **Severability:** If any provisions, paragraphs, or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision and constitutes a separate and distinct covenant.

24. **No Waiver:** The Company may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this Agreement.

25. **Gender:** Wherever in this Agreement reference is made to the masculine gender; it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.

26. **Copy of Contract:** By signing the contract, Owner acknowledges receipt of a copy of this Agreement which has been signed by the Company.

Initials: _____

NOTICE OF CANCELLATION

The Owner and Company have the option to renegotiate or cancel this Agreement at any time for any reason within three (3) business days from the date of this Agreement. If the Agreement is cancelled within this time, any deposits will be returned to you without penalty following receipt by the Company of the Cancellation Notice. If the Agreement is breached thereafter without consent of the Company, liquidated damages of 20% of the cash price of the Work, plus a proportionate share of all Work already performed will be due the Company. To cancel this Agreement, mail or deliver a signed and dated copy of this Cancellation Notice or other written notice to the Company at its address noted on this Agreement no later than midnight of the third business day from the date of this Agreement.

I hereby Cancel Date: _____

x _____ (Signature) _____ (Printed
Name)

x _____ (Signature) _____ (Printed
Name)

Request for Appointment to Town & Village of Woodstock Public Boards, Commissions, and Committees

Name: Mark Hall
Physical address: 27 the Green Mailing address: _____
Woodstock, VT 05091
Telephone: 3478038423 Email: mark.james.hall@gmail.com

Board/Commission/Committee you are applying for: Trustee of Public Funds

Thank you for being willing to serve the Town and/or the Village of Woodstock. Applicants who are interested in serving on one of these boards are asked to:

- Attend at least 1 meeting of the relevant board/commission/committee before their interview
- Complete this application and return it to Kitty Koar at kmearskoar@townofwoodstock.org

All members appointed will be asked to:

- Attend 80% of regularly scheduled meetings (unless there are extenuating circumstances)
- Follow the Open Meeting Law requirements
- Prepare for meetings by reviewing all appropriate material before each meeting
- Follow the Woodstock Conflict of Interest Policy which can be found at http://townofwoodstock.org/wp-content/uploads/2019/02/Conflict-of-Interest-Policy_2017.pdf
- Contribute to work requested outside of the regular meetings if necessary
- Abide by the rules and responsibilities of each board
- Advise the board chair, the Town Manager, Select Board and/or Trustees immediately of their resignation

Reasons for request appointment

Summarize the reasons that you are requesting appointment: _____

Mike Green asked for my help on this board, and I'd be happy to give some of my time to the town.

Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or thorough other activities, including hobbies or sports: _____

Prior to moving to Woodstock, I worked in finance for a number of years. I am familiar with financial markets and generally financially literate.

Previous Volunteer Experience

Summarize your previous volunteer experience: _____

I am currently on the Rockefeller Fund Advisory Committee, and have previously spent time on the
board of the Norman Williams Public Library.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Signature: _____

Date: 8/24/2026

Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

Town of WOODSTOCK

HOW TO GET AN ITEM ON THE SELECTBOARD MEETING AGENDA

This document explains the standard process for requesting an item to be included on the selectboard meeting agenda. The goal is to make it easy for residents to participate in the meetings while keeping meetings organized and predictable.

1. Who Can Request an Agenda Item?

- Residents and community groups (see "Public Requests" below)

2. Deadlines and Meeting Schedule

- Regular meetings are held: The first and third Tuesdays of the month at Town Hall.
- Agenda requests are due by: Two weeks before the scheduled meeting

If the deadline is missed, an item will usually be considered for the next regular meeting.

3. Public Requests for Agenda Items

Residents or community groups who want an item on the agenda should:

- Contact: The Chair or Vice Chair of the Selectboard or the Municipal Manager
- The subject line should read, "Agenda Request:" followed by a short description of the topic.

Include:

- Full names and contact information
- A short description of the topic
- What the selectboard is being asked to consider or decide

Not every request will appear as a separate agenda item; some may be handled through public comment, referral to staff, a future meeting, or not be entertained at all, depending on complexity and time available.

4. Who Decides What Goes on the Agenda?

Typically, the agenda is drafted by: the Selectboard Chair in consultation with the Municipal Manager

They may:

- Combine similar requests
 - Schedule complex items for later meetings
 - Ask for more information before placing an item on the agenda
 - Decide to not add an item to the agenda at their discretion
-
- If a request can't be included, then the requester should receive a brief explanation why. All requests should receive a response within 10 working days from the Chair of the Selectboard or by a member the Chair has delegated. If the item requested will not appear on the next agenda, there will be either a request for more information or brief explanation and if possible, a timeline.

5. At the Meeting

Agenda items will usually list:

- Topic title
- Whether action is expected (e.g., "Discussion," "Action Item," "Public Hearing")

Those whose requested item is on the agenda should:

- Introduce themselves
- Briefly introduce the issue (1-2 minutes)
- Answer basic questions

6. Transparency and Documentation

All agendas will be posted on the municipality's website or made available at the town office.

Exhibit B**GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS,
and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **TOWN OF WOODSTOCK**, a Vermont Municipality, on behalf of itself and its successors and assigns (hereinafter "Grantor"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont, and the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (collectively hereinafter "Grantees"), the development rights, perpetual conservation easement restrictions, and public access easement (all as more particularly set forth below) in a certain tract of land (hereinafter "Protected Property") situated in the Town of Woodstock, Windsor County, State of Vermont, the Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights hereby conveyed are rights and interests in real property pursuant to 10 V.S.A. §§ 823 and 6303. The perpetual conservation easement restrictions, and public access easement hereby conveyed to Grantees consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, and public access easement shall constitute a servitude upon and shall run with the land.

I. Purposes of this Grant and Management Plan**A. Statement of Purposes**

1. Grantor and Grantees acknowledge the objective of ensuring the availability of the Protected Property for public use and enjoyment, including, but not limited to, educational, recreational and other appropriate community activities and, to that end, the purposes of this Grant (hereinafter referred to as the "Purposes of this Grant") are as follows:

- a. To conserve productive forestland, wildlife habitats, biological diversity, natural communities, riparian buffers, wetlands, soil productivity, water quality and native flora and fauna on the Protected Property and the ecological processes that sustain these natural resource values as they exist on the date of this instrument and as they may evolve in the future;
- b. To provide for non-motorized, non-commercial recreational, educational and other appropriate community uses on the Protected Property;
- c. To conserve open space values, and scenic resources associated with the Protected

- d. Property for present and future generations; and To require that management of the Protected Property be guided by a public management planning process.
- 2. Recognizing that conservation of productive forestland is included in the Purposes of this Grant, and that both the resource values of the Protected Property and responsible forest management standards will evolve over time, the forest management objectives of this Grant are to:
 - a. Manage forest stands for long rotations which maximize the opportunity for the production of maple sap and/or for harvesting, sustained over time, high quality sawlogs while maintaining a healthy and biologically diverse forest. Grantor and Grantees acknowledges that site limitations, biological factors and public uses may preclude the production of high quality sawlogs, and further that the production of a variety of forest products can be consistent with the goal of producing high quality sawlogs and/or maple sap.
 - b. Conduct all sugaring and/or forest management and harvesting activities (including the establishment, maintenance, and reclamation of log landings and skid roads) using the best available management practices in order to prevent soil erosion and to protect water quality.
- 3. To ensure that the Protected Property will be owned in perpetuity by the State of Vermont, a municipality, or other nonprofit corporation qualifying under 501(c)(3) of the Internal Revenue Code; or such other entity approved by the Grantees.
- 4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes **[*may change, based on more detailed documentation and mapping by VLT staff, prior to signing of the easement*]**:
 - a. includes 323 acres of forest available for long-term sustainable management for the production of forest products;
 - b. is located in the Cox District of Woodstock, and is considered by town residents to be an important property for maintaining the beauty, unique rural Vermont character and strong sense of place for community residents;
 - c. _____ feet of frontage on Cox District Road, Grassy Lane, and School House Road, public highways with scenic vistas;
 - d. includes an existing network of multi-use recreational trails for mountain biking, hiking, trail running and cross country skiing;
 - e. can be used for numerous recreational, cultural and educational purposes by the Town, its schools, and the community, including _____;
 - f. in the vicinity of three other properties previously protected by Grantee Vermont Land Trust, Inc.;
 - g. streams, including tributaries of the Ottauquechee River, that, with wooded buffers and natural flow, provide an array of ecological benefits including maintaining water quality and providing corridors for species movement;
 - h. documented habitat for male fern (*Dryopteris filix-mas* ssp. *brittonii*), a rare plant in Vermont, and fir clubmoss (*Huperzia selago*), a very rare plant in Vermont;
 - i. a Vernal Pool, an uncommon natural community in Vermont, that provides high-quality amphibian breeding habitat;

- j. wetlands, including open, shrub, forested, seepage, riparian, and beaver influenced wetlands; and
- k. additional wetland, upland, and riparian habitat for wildlife.

Grantor and Grantees recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, development rights and public access easement to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantees accept such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

Grantor will, from time-to-time develop comprehensive management plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans shall:

1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and
2. At a minimum, the Management Plans shall include the provisions required under this Grant, and shall appropriately balance all the resource attributes of and human uses for the Protected Property. The following items shall be addressed in the Management Plan, as applicable, to ensure compliance with the conditions of this Grant:
 - a. identify and address the management needs of the recreational uses that may need special or more intensive management focus;
 - b. provide for public access and meaningful recreational links to private and public lands;
 - c. include a forest management plan approved by Grantees in accordance with Section I(C), below, if the Grantor proposes to harvest timber or commercial non-timber forest products;
 - d. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat resources and historic and cultural features;
 - e. provide for the sustainable use of fish and wildlife resources;
 - f. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas;
 - g. provide for use by _____ educational programs;
 - h. (provide, as necessary, for any proposed use of the Special Treatment Area(s) [name] consistent with Section(s) IV & V, below.) as needed; and,
 - i. otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall, in consultation with Grantees: (a) secure appropriate public input from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantees with a draft of each such Management Plan for its review and approval prior to

adoption as well as a copy of each final adopted Management Plan. Grantees' approval of the Management Plans shall not be unreasonably withheld or conditioned if such Plans are consistent with the terms of this Grant.

C. Forest Management Plan.

As provided in Section III(3), below, Grantor shall not harvest timber, wood products, commercial non-timber forest products, or conduct commercial maple sugaring operation without first developing a forest management plan for the Protected Property. Said forest management plan and any updates, amendments or other changes thereto (collectively "Forest Management Plan") shall be submitted to Grantees for their approval prior to any forest management activity listed herein. Grantees' approval of the Forest Management Plan shall not be unreasonably withheld or conditioned, if the Forest Management Plan has been approved by a professional forester and if the Forest Management Plan is consistent with the Purposes of this Grant, and in particular, the Purposes set forth in Section I. Grantees may rely upon the advice and recommendations of such foresters, wildlife experts, conservation biologists or other experts as Grantees may select to determine whether the Forest Management Plan is consistent with the Purposes of this Grant. The Forest Management Plan shall be consistent with the Purposes of this Grant and shall include at least the following elements (except that those elements of the Forest Management Plan which do not change need not be re-submitted in updates or amendments to the Forest Management Plan):

1. Grantor's forest management objectives;
2. An appropriately scaled, accurate map indicating such items as forest stands, streams and wetlands, and major access routes (truck roads, landings and major skid trails);
3. Forest stand ("treatment unit") descriptions (forest types, stocking levels before and after harvesting, soils, topography, stand quality, site class, insect and disease occurrence, previous management history, and prescribed silvicultural treatment including harvest schedules);
4. Description of any commercial sugaring operation, including how management will account for impacts on species diversity and ecosystem health, and impacts on wildlife movement and public access;
5. Plant and wildlife considerations (identification of known significant habitats and management recommendations);
6. Aesthetic and recreational considerations (impact on viewsheds from public roads, trails and places); and
7. Historic and cultural resource considerations (identification of known resources and associated management recommendations);

The Forest Management Plan shall be updated at least once every ten (10) years (or at such other intervals as Grantor and Grantees may mutually agree) if Grantor intends to harvest timber or other wood products. Amendments to the Forest Management Plan shall be required in the event that Grantor proposes a treatment not included in the Forest Management Plan, but no such amendment shall be required for any change in timing or sequence of treatments if such change does not vary more than five years from the prescription schedule set forth in the Forest Management Plan as approved by Grantees. In the event that any treatment unit is substantially damaged by natural causes such as insect infestation, disease, ice, fire, or wind, Grantor may elect to conduct an alternative treatment in which event Grantor shall submit an amendment to the Forest Management Plan for Grantees' approval prior to conducting any alternative treatment.

Disapproval by Grantees of a Forest Management Plan proposing a heavy cut (as defined below) shall not be deemed unreasonable. Grantees, however, may approve a Forest Management Plan or an amendment thereto proposing a heavy cut in its discretion if consistent with the Purposes of this Grant, including for the following purposes:

1. To release an established understory;
2. To permit the planting of different species of trees or the establishment or re-establishment of a field, orchard, or pasture;
3. For wildlife management purposes; or,
4. To promote natural regeneration.

“Heavy cut” shall mean the harvesting of wood products below the “C-Line” or minimum stocking level on the Protected Property as determined by applying the protocol set forth in the current U.S. Department of Agriculture, Forest Service Silvicultural Guidelines for the Northeast or by applying a similar, successor standard approved by Grantees.

II. Restricted Uses of the Protected Property

1. The Protected Property shall be used for educational, forestry, agricultural, non-motorized, non-commercial recreation, habitat conservation, natural area, and open space purposes only, except as otherwise specifically permitted under this Grant. No residential, commercial, industrial or mining activities shall be permitted. No buildings, structures, or appurtenant facility or improvements shall be constructed, created, erected or moved onto the Protected Property, **except** as specifically permitted in both Section III below and the Management Plans.

2. No rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantees, except as otherwise specifically permitted under this Grant, and as appear of record prior to the date of this Grant. Grantees may grant such permission (with or without conditions) if in its sole discretion it determines that any such rights of way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including but not limited to signs indicating the name of the Protected Property and its ownership by Grantor, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). Grantees may erect and maintain signs designating the Protected Property as land under the protection of Grantees, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantees and shall be consistent with the Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, subdivide, partition, convey in separate parcels, transfer, mortgage, pledge, lease or otherwise encumber the Protected Property without the prior written approval of Grantees which approval may be granted, denied or conditioned - including the condition that the Protected Property be sold for only nominal consideration - in the Grantees' sole discretion.

7. There shall be no operation of motor vehicles on the Protected Property for recreational purposes except as approved in Grantees' sole discretion. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by 42 U.S.C. §35.137. Other non-recreational uses of motor vehicles, including ATVs, for uses consistent with the Purposes such as agriculture, wildlife and forest management, education, trail grooming, maintenance, and for safety or emergency purposes, is permitted. Notwithstanding the foregoing snowmobiling may be permitted at the discretion of the Grantor.

8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantor and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

III. Permitted Uses of the Protected Property.

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1. The right to use the Protected Property for all types of non-commercial, non-motorized recreational purposes including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation consistent with the Purposes of this Grant and the Management Plan(s). Use of the Protected Property for snowmobiling, and for non-motorized, mechanized recreation such as mountain biking and by animals capable of transporting humans (including, but not limited to, horses) may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans, and are consistent with the Purposes of this Grant.

2. The right to establish, maintain and use fields, orchards and pastures for agricultural and/or horticultural purposes, recreational, scenic or open space purposes and/or for the purpose of maintaining or enhancing wildlife habitat, plant habitat or scenic vistas or values on the Protected Property, provided that the initial forest clearing activity required to establish such fields, orchards,

pastures, wildlife habitats, plant habitats, and/or scenic vistas is only upon the prior written approval of Grantees. Grantees' approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant and is a component of the Management Plans.

3. The right to perform non-commercial forest management activities. Further, the right to perform commercial maple-sugaring, the harvest of timber, other wood products and commercial non-timber forest products, provided that:

- a) all such activities are conducted in accordance with an approved Forest Management Plan meeting the requirements of Section I above;
- b) all such activities are conducted under the supervision of a professional forester holding a current Vermont forester license, or a forester or other land manager whose education, experience and qualifications are otherwise approved in advance by Grantee (hereinafter "Professional Forester"); and
- c) any maple sugaring operations shall meet or exceed the standards outlined in Sugarbush Management Standards and Tapping Guidelines for Forestland in Use Value Appraisal (adopted in 2014) or successor guidelines as determined by the Grantee.

During any road construction, maintenance or harvesting and skidding of forest products, or activities associated with sugarbush management, Grantor shall employ the applicable practices recommended in the publication "Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont," a Vermont Department of Forests, Parks and Recreation publication dated August 15, 1987 and revised effective August 11, 2018 (hereafter "AMPs"), or such successor standard approved by Grantee.

Nothing in this clause shall be interpreted to require Grantor to harvest a treatment unit (as defined in Section I (C)), but only to require that any such harvest be conducted in accordance with the Forest Management Plan should Grantor elect to harvest.

4. The right to construct and maintain barns, sugar houses, or similar structures or facilities, together with necessary access drives and utilities, on the Protected Property, provided that they are used exclusively for agricultural or forestry purposes, and provided further that such construction has been approved in writing in advance by Grantees. Grantees' approval may include designation of a "complex" (meaning an area or areas of the Protected Property within which certain structures are or shall be grouped together) surrounding the structures and shall not otherwise be unreasonably withheld or conditioned, provided that the structure or facility is located in a manner which is consistent with the Purposes of this Grant. Grantor shall not deem unreasonable a condition by Grantees that certain structures must be located within a complex which may be designated in the future as provided in this Section III.

5. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantor does not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantor may disturb the natural water flow over the Protected Property to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum

impact on the natural water flow and is otherwise consistent with the Purposes of this Grant and complies with all applicable laws and regulations. Prior to undertaking a streambank stabilization project or placing any structure otherwise permitted under this Grant or approved by Grantee in accordance with this Grant within rivers or streams or on the banks thereof, Grantor shall provide written notice to Grantees of their intent to do so. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

In addition, the following shall be designated as water protection areas: 1) all those areas within the forested or naturally vegetated portions of the Protected Property (a.) lying within fifty feet (50') landward of the tops of the banks of any "stream" as defined by the AMPs and (b.) all 'significant wetlands' and their buffers as defined by the Vermont Wetland Rules, or successor document approved by the Grantee. These areas shall move with the movement of the streams and the following goals and restrictions shall apply thereto:

The principal goal for management within the water protection areas is to maintain or enhance their ecological benefits, including but not limited to water quality, soil integrity, and natural hydrology; providing important terrestrial, wetland, and aquatic habitat; and providing organic matter, nutrients, shade, and large diameter coarse woody material for the benefit of wetland, riparian, and aquatic systems.

Notwithstanding anything to the contrary contained in this Section III(5), any management or use of the water protection areas shall incorporate up-to-date ecological knowledge and management practices, and shall be consistent with the principal goal above.

6. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails, provided that the location, use and construction of such new trails are consistent with the Purposes of this Grant, Section III(5), and are provided for in the Management Plan, and is consistent with Sections V and VI, below.

7. The right to conduct periodic, temporary community and public entertainment events on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events; provided that such events shall not result in the clearing of any forested areas and provided further that such events are consistent with the Purposes of this Grant and the Management Plan.

8. The right to construct, maintain, repair and use unpaved parking lot(s) on the Protected Property, including associated access drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantor shall first obtain the prior written approval of Grantees for the location and size of such unpaved parking lots on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that such location and use shall be consistent with the Management Plan and the Purposes of this Grant.

9. The right to construct, maintain, repair and replace permanent or temporary structures, drives and utilities reasonably necessary to support the uses permitted by this Grant (including modest structures to support public outdoor recreation and/or public outdoor education);

provided that such structures comply with the requirements of this Section III(9) and the number and location of such structures, drives and utilities are consistent with the Purposes of this Grant and the Management Plan, and is consistent with Sections V and VI, below.

10. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are reasonably necessary to support Grantor's management of the Protected Property for the purposes described in this Grant. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. All fees charged for admission to or for the use of the Protected Property shall be consistent with the Purposes of this Grant, especially that of public access, and shall be provided for in the Management Plan.

11. The right to conduct and authorize temporary commercial and non-commercial uses of the Protected Property, provided that such uses (i) do not unreasonably interfere with the access of the general public to the Protected Property, (ii) do not materially detract from the Purposes of this Grant, and (iii) are detailed in an approved Management Plan described in Section IB of this Grant.

12. Subject to the prior written approval of Grantees, the right to construct, use, repair, maintain and replace necessary infrastructure and utilities associated with the transport and storage of water across the Protected Property from the reservoir located on the 13 acre excluded parcel described in Schedule A below, for use as a municipal water supply. In addition, the right to convey or retain easements for the construction, operation and maintenance of said infrastructure for a municipal water supply. Said infrastructure must be located outside of any water protection areas described in Section III(5) and must be built and maintained in a manner that minimizes the impact on the Protected Property. Grantees' approval of said infrastructure shall not be unreasonably withheld if such infrastructure is consistent with the terms of this Section III(12) and the Purposes of this Grant.

IV. Public Access.

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized dispersed recreational and educational purposes (including, but not limited to, bird-watching, boating, cross-country skiing, fishing, hiking, hunting, snowshoeing, swimming, trapping, walking and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantees approve a conveyance of the Protected Property, then Grantees may also require that a separate Grant of Public Access Easement also be conveyed to Grantees in a form approved by Grantees.

V. Vernal Pool Ecological Protection Zone.

The Vernal Pool Ecological Protection Zone consists of ____ vernal pools and the area around them which is described below and generally depicted as "EPZ Primary Zone" and "EPZ Secondary Zone" on the Vondell Cobb Conservation Plan (together hereinafter referred to as "the EPZ"). The purpose

and goal of the EPZ is to provide and maintain high quality amphibian habitat, including critical breeding habitat (“the Goals”), by promoting and maintaining high levels of shade and coarse woody material. The Grantees, in their sole discretion, may release from the provisions of this Section all or a portion of the EPZ if the Grantees determine that it ceases to function in a way that meets the Goals, or if the Grantees determine that new scientific knowledge indicates that the limitations and restrictions of this Section are no longer necessary to meet the Goals.

The EPZ Primary Zone shall be subject to the following limitations and restrictions which shall supersede the provisions of Sections II and III of this Grant, and where inconsistent, the provisions of this Section shall control.

EPZ Primary Zone: Each vernal pool and the area within its surrounding 100-foot radius as measured from each pool’s edges is the Primary Zone of the EPZ. There shall be no agricultural activity within the Primary Zone other than the collection of maple sap for maple sugaring operations which may be approved or conditioned by Grantee in its sole discretion. No new structures, land disturbance or improvements, with the exception of pedestrian trails as provided for in in this Grant, shall be permitted within the Primary Zone. Within the Primary Zone there shall be no removal of standing timber or downed wood or disturbance to the pool’s hydrology. The only forest management activities which may take place within the Primary Zone, after first receiving the written approval of the Grantees, which may be granted, conditioned or denied in Grantees’ sole discretion, shall be the control of exotic species and activities that enhance amphibian habitat. Any existing structures, roads and log landings may remain but only in their current locations and shall not be altered, expanded or improved beyond their current condition, but relocation may be permitted with the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees’ sole discretion. New roads for timber harvest may be approved within the Primary Zone by the Grantees if in their sole discretion they determine that there is no other location that can practically meet the same purpose.

In the event a total prohibition against harvesting and limitations upon forest management activities within the Primary Zone affects the eligibility of the Primary Zone for enrollment in the State of Vermont’s Use Value Appraisal program, or similar successor program, then those foregoing restrictions which affect such eligibility shall not apply and, instead, only such minimal harvesting and other forest management activities as are required to maintain such eligibility shall be permitted within the Primary Zone.

The EPZ Secondary Zone shall be subject to the following additional element of the forest management plan required of this Grant:

EPZ Secondary Zone: The Secondary Zone of the EPZ is the forested area lying within an additional 500-foot zone outward from each Primary Zone, as depicted on the Vondell Cobb Conservation Plan. Within the Secondary Zone firewood may be harvested as permitted under Section III(4), above. Other timber harvesting is permitted but amphibian habitat needs, such as coarse woody debris and shade, shall be addressed in the preparation of forest management plans which shall explicitly state what prescriptions have been imposed to protect and enhance amphibian habitat.

VI. Enforcement of the Covenants and Restrictions.

Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. If Grantees, in their sole discretion, determine that the event or circumstance of noncompliance requires immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property as provided in the Purposes of this Grant, then Grantees may pursue their rights under this enforcement section without prior notice to Grantor. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, but which has caused Grantees to incur extraordinary costs, including staff time, in investigating the non-compliance and securing its correction, Grantor shall, at Grantees's request, reimburse Grantees for all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If such court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that Grantees initiate litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee who commenced the court proceedings shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

Grantor is responsible for the acts and omissions of persons acting on his/her/its behalf, at his/her/its direction or with his/her/its permission, and Grantees shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Grant resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantees shall not have a right to enforce this Grant against Grantor unless Grantor: (i) is complicit in said acts or omissions, (ii) fails to cooperate with Grantees in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or (iii) fails to report such acts or omissions to Grantees promptly upon learning of them. Nor shall Grantees institute any enforcement proceeding against Grantor for any change to the Protected Property caused by natural disasters such as fire, flood, storm or earthquake.

Grantees shall have the right, but not the obligation, to pursue all legal and equitable remedies against any third party responsible for an event or circumstance of non-compliance with this Grant and Grantor shall, at Grantees' direction, assign its right of action against such third party to Grantees, join Grantees in any suit or action against such third party, or appoint Grantee his/her/its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including but not limited to, injunctive relief, as the court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings.

No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance shall have occurred after termination of said prior owner's ownership of the Protected Property.

VII. Miscellaneous Provisions.

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantor shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. When Grantees have authorized a proposed action requiring approval under this Grant, Grantees shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

2. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, or the subdivision and separate conveyance of any land excluded from this Grant in Schedule A attached hereto shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Woodstock and the State of Vermont and at Grantor's sole expense.

3. Grantees shall transfer the development rights, public access easement, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. In the event the development rights or conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantees using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal obtained at the direction of either Grantor or Grantees in the year of extinguishment. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, cultural, educational, scientific, forestry, and natural resources of the State through non-

regulatory means.

5. Without limiting the restrictions contained in Section II(6) of this Grant, in any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantees of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, Town of Woodstock. The term "Grantees" shall include the respective successors and assigns of the original Grantees, the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

7. Grantor shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

8. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board.

9. Grantor warrants that Grantor has no actual knowledge of a release or threatened release or hazardous substances or wastes on the Protected Property.

10. During the term of Grantor's ownership, Grantor shall hold harmless, indemnify and defend Grantees against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantees may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of said Grantor as owner or operator of the premises, or those of said Grantor's agents.

11. Grantor and Grantees recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantees; provided that Grantees determine in their sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantees, and shall be recorded in the Town of Woodstock Land Records. Notwithstanding the foregoing, Grantor and Grantees have no right or power to agree to any amendment that would limit the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantee under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

12. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidity of any provision hereof shall not affect any other provision of this Grant.

13. It is further agreed that the Protected Property is accurately depicted and described in both the Vondell Cobb Conservation Plan and a Baseline Documentation Report ("BDR") signed by the original Grantor on or about the date of this Grant and held by Grantee Vermont Land Trust, Inc. Grantees may use the Vondell Cobb Conservation Plan or BDR in enforcing this Grant, but is not limited in its use of the Vondell Cobb Conservation Plan and BDR to show a change of conditions.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, and public access easement, with all the privileges and appurtenances thereof, to the said Grantees, **VERMONT LAND TRUST, INC.** and **VERMONT HOUSING AND CONSERVATION BOARD**, their respective successors and assigns, to their own use and behoove forever, and the said Grantor, **TOWN OF WOODSTOCK**, on behalf of itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those presently of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

I, _____, duly authorized agent of the **TOWN OF WOODSTOCK**, has executed this Grant on this ____ day of _____, 2026.

GRANTOR
TOWN OF WOODSTOCK

By: _____
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, duly authorized agent of the **TOWN OF WOODSTOCK**.

Print Name: _____
Notary Public, State of Vermont
Commission No. _____
My Commission Expires: 01/31/2027

Approved by the **VERMONT LAND TRUST**:

Date

By: _____
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

This record was acknowledged before me on _____, 2026, by Morgan Klimmek as duly
authorized agent of Vermont Land Trust, Inc.

Print Name: Morgan Klimmek
Notary Public, State of Vermont
Commission No. _____
My Commission Expires: 01/31/2027

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date

By: _____
Its Duly Authorized Agent

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

This record was acknowledged before me on _____, 2026, by Elizabeth M. Egan as duly
authorized agent of the Vermont Housing and Conservation Board.

Print Name: _____
Notary Public, State of Vermont
Commission No. _____
My Commission Expires: 01/31/2027

=====

SCHEDULE A**PROTECTED PROPERTY**

Being all and the same lands and premises, including farm buildings, conveyed to Grantor by Warranty Deed of _____, dated _____, and recorded in Book _____, Page _____ of the _____ Land Records.

Excepted and excluded from this description of the Protected Property are the following parcels of land: *(still being determined)*

- 1.
- 2.
- 3.
- 4.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon lying on both sides of Town Highway #__ (also known as _____), in the Town of Woodstock, Vermont, **except as excluded above**, and generally described as containing 323 acres, more or less.

The original Grantor, the Town of Woodstock, for Grantor and Grantor's heirs, successors and assigns, have excluded the above-described parcels of land from the Protected Property for possible future development and subdivision but have not obtained the requisite regulatory permits and approvals for any development or subdivision. Grantor, together with Grantor's heirs, successors and assigns, assume all risk that: (1) the zoning and subdivision regulations of the Town of Woodstock, as may now be in effect or as may be hereafter enacted or amended; and (2) the laws and regulations of the State of Vermont, including but not limited to Act 250 and the Department of Environmental Conservation Wastewater System and Potable Water Supply Rules, may render the excluded parcels undevelopable or unusable for development or subdivision presently contemplated or as may be contemplated in the future. Grantor acknowledges that there are legal constraints on Grantee's ability to alter the excluded parcels in a manner that impacts the Protected Property. In no event shall the Grantee be obligated to amend this Grant or otherwise approve an alternative size, shape or location of the excluded parcels in order to comply with any local or state legal or regulatory requirement for the development, subdivision and use of the excluded parcels or to otherwise enable the development, subdivision or use of the excluded parcels.

NOTICE: Unless otherwise expressly indicated, the descriptions in this Schedule A and in any subsequent Schedules are not based on a survey or subdivision plat. The Grantor and Grantee have used their best efforts to depict the approximate boundaries of the Protected Property and any excluded parcels, complexes or special treatment areas on a plan entitled "Vermont Land Trust - Vondell Cobb Property, Town of Woodstock, Windsor County, VT, _____ 2026" signed by the Grantor and Grantee (referred to throughout this Grant and its Schedules as "Vondell Cobb Conservation Plan"). The Vondell Cobb Conservation Plan is based upon Vermont Base Map digital orthophotos and other information available to Grantee at the time of the Plan's preparation. Any metes and bounds descriptions included in the Schedules herein are approximate only. They are computer generated and are not the result of field measurements or extensive title research. The Vondell Cobb Conservation Plan and any metes and bounds descriptions herein are intended solely for the use of the Grantor and Grantee in establishing the approximate location of the areas described and for administering and interpreting the terms and conditions of this Grant. No monuments have been placed on the ground. The Vondell Cobb Conservation Plan is kept by Grantee in its Stewardship Office. **The Vondell Cobb Conservation Plan is not a survey and must not be used as a survey or for any conveyance or subdivision of the land depicted thereon.**

Grantor and Grantee do not intend to imply any limitation on the area of land included in this description, should a survey determine that additional land is also encumbered by the Grant. If, in the future, the Grantor or Grantee shall prepare a survey of the Protected Property, of any portion thereof, or of any excluded lands, and that survey is accepted by the other party or confirmed by a court, the descriptions in the survey shall control.

Reference may be made to the above described deed and record, and to the deeds and records referred to therein, in further aid of this description.

MEMORANDUM OF UNDERSTANDING RE: WOODSTOCKVT.COM WEBSITE

This Agreement dated _____ is between the Town of Woodstock (hereinafter "Town") and the Woodstock Area Chamber of Commerce (hereinafter "Chamber") and shall govern the expenses, maintenance and use of a Digital Media Marketing Program ("Program").

The objective of the agreement is for the Town and Chamber to work together to promote Woodstock, Vermont, to support local businesses and organizations, to encourage people to visit, relocate to, or establish a business in Woodstock, as well as to provide useful and information for residents and visitors.

1. Governance of the Digital Media Marketing Program

- Ownership of the URL www.Woodstockvt.com shall be governed by the URL Ownership Agreement dated February, 2019.
- The Town shall hire an independent contractor or employee of the Town (the "Program Director") to be in charge of and responsible for the day to day management of all aspects of the Program, including domain and content management, the maintenance of the website, content development, social media posting and other matters related to the Program except as specifically noted herein.
- The Selectboard of the Town shall set goals and objectives and performance standards for the program.

The Selectboard shall appoint a five to seven member Marketing Committee to work with and assist the Program Director. At least two members of the committee shall be Chamber members. The Selectboard shall post an invitation for Chamber members to apply. Prior to the Selectboard interviewing candidates, the Municipal Manager and the President of the Chamber Board shall meet and the Chamber Board shall express preferences for the committee members making every effort to recommend more than two candidates. The Selectboard shall take in to consideration but not be bound by the recommendation.

- A Selectboard Member shall act as a liaison on the Committee and report to the Selectboard.

2. Expenses of the Program

The expense of the Program, including hosting fees, web development fees, website “plug-ins” and other related fees shall be paid by the Town. However, if the Chamber requests services not included in this Agreement, the Chamber shall bear those expenses.

3. Chamber Specific Programs

Members of the Chamber will receive business listings to include up to ten photos, business description up to 200 words, space for a link to their website, phone, email and physical address, as well as optional upgrades at an additional rate. Chamber members shall have a secure password protected log-in to manage their own business profile.

The Chamber will have a dedicated Chamber section displayed in the main menu which Chamber staff may control and add content.

A specific designee of the Chamber shall have the ability to track website analytics.

4. Business Listings

All Woodstock businesses and those business in Vermont within a 25 mile radius of Woodstock may apply to have a business listing in their appropriate category. The listing shall include the name of the business, brief description of no more than 75 words, one photo, a link to a website, phone number and address. The Selectboard shall enact guidelines for accepting businesses and the applications shall be administered by the Program Director. Woodstock businesses will always appear first in business listings, followed by out of town businesses listed by nearest proximity to Woodstock. An out of state business within 25 miles may be listed if they are a chamber member.

5. Advertising

The Selectboard, with advice from the Marketing Committee, shall set rates for advertising, including regular and premium ads. Chamber members will receive a 50 % discount on any advertising. Any business not located in Woodstock must be a Chamber member in order to advertise.

6. Calendar

There shall be one activity/event calendar on the website. The main page of the calendar will feature icons which will direct users to certain events, i.e. ongoing events, kid friendly. There will be a photo for Chamber events and people will be able to apply a filter for Chamber only events. The Program Director will decide upon a mechanism to post events to the calendar and will have discretion on the promotion of events.

7. Advertising Revenue

The advertising revenue will be shared with the Chamber receiving 50% and the Town receiving 50%. Payments will be made to the Town. If the Chamber's rent to the Town is more than 30 days late, the Town may apply the Chamber's share of revenue to the rent. As the Chamber bears no expense for the website, it is hoped that they will use some of the revenue to contribute to projects in the town such as flowers and Christmas lights.

8. Term of this Agreement

This agreement shall be reviewed and either reaffirmed or a new agreement put in place by December 31, 2026.

Dated at Woodstock, Vermont this ____ day of _____, 2025

Town of Woodstock Selectboard

Dated at Woodstock, Vermont this ____ day of _____, 2025

President, Woodstock Chamber of Commerce

