

TOWN OF WOODSTOCK

SELECT BOARD

May 4, 2021

10:00 am

Meeting

Zoom

Agenda

- A. CALL TO ORDER
- B. ADDITIONS TO AND DELETIONS FROM THE POSTED AGENDA
- C. CITIZENS COMMENTS
- D. MANAGER REPORT
 - 1. General Report
- E. PERMITS
 - 1. Overweight truck permits
 - a. Peeler Brothers Excavation LLC
 - b. Steve Newton
 - c. Birdseye Building Company
 - d. Feeney's Property Maintenance LLC
 - e. Baker Distribution Corporation
 - 2. Liquor license permit renewals
 - a. Mangalista LLC – first class
- F. OLD BUSINESS
 - 1. Fire Ordinance
 - 2. Doten Way
- G. NEW BUSINESS
 - 1. Keys to the Valley Initiative Project update
 - 2. Declaration of Inclusion
 - 3. Contract for Theater Consultant
 - 4. Transfer of Benson Place
 - 5. Energy Efficient Plan for EMS Building
 - 6. Town Hall Rejuvenation Governance Plan
- H. OTHER BUSINESS

I. BOARD OF SEWER COMMISSIONERS

1. Sewer adjustment
 - a. 6 Swain Street – Battilana

J. APPROVAL OF MINUTES

1. 4/20/21 Meeting Minutes
2. 4/23/21 Special Meeting Minutes

K. ADJOURNMENT

This Meeting will be held on Zoom

The link to join us is

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEE0MzJaMIBKeHJPUjB6QT09>

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

For those without a computer or smartphone you may call in:

Phone number: 646 558 8656

Meeting ID: 847-8240-6503

Password: 247624

For Help on Joining Use this Link:

<https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

- Please join the meeting ten minutes prior to start, so we can give technical help if needed.
- We will ask everyone on the phone and Zoom to identify themselves, so we know who is present.
- Please raise your hand on the Participant tab to comment or ask a question.
- Press *9 to raise your hand by phone

Paid 4/15/21
check 6246

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit

Woodstock

(Municipality)



Fleet



Single Vehicle

Approval is hereby given for the granting of a permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Peeler Brothers Excavation LLC

Registrant:

Address:

Street/Road

City

State

Zip

Contact: Matt Peeler

Phone:

Type of
Vehicles

of
Axles

Product
Carried

Max. Weight
Requested

Max Weight
Approved

TK

4

all

69000

69000

TK

4

all

69000

69000

TT

5

all

90000

90000

Approved for the following highways (list may be attached):

The following restrictions apply (list may be attached):

This approval shall be effective for no more than a one-year period ending March 31, 2022. If a fleet permit, this approval covers all vehicles bearing the registrants name. If the permit is to cover unmarked company trucks, please attach a list to this form giving the year, make, VIN number, maximum weight and registration number.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec. 1400a © and is required to furnish the municipality a valid Certificate of Insurance in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____

Title: _____

Date: _____

Paid 4/20/21
check 1618

Woodstock
(Municipality)

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit
SINGLE VEHICLE

Approval is hereby given for the granting of a permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Owner: Steve Newton

Address: [REDACTED]

Contact: Steve Newton Phone: [REDACTED]

Type of Vehicle	# of Axles	Product Carried	Max. Weight Requested	Max. Weight Approved
<u>TT</u>	<u>6</u>	<u>F</u>	<u>99000</u>	

Year & Make

2007

Registration #

48D11

VIN

5KKMABAV77PV67312

Approved for the following highways (list may be attached):

The following restrictions apply (list may be attached):

This approval shall be effective for no more than a one year period ending March 31, 19____. This approval covers only the vehicle listed above.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec 1400a (c) and is required to furnish the municipality a valid Certificate of Insurance in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved : _____ Title _____ Date _____
(Duly authorized agent)

Note: Effective July 1, 1994, a Vermont State permit is not required to operate on local highways and bridges.

WOODSTOCK

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit
FLEET

Approval is hereby given for the granting of a fleet permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Owner: Birdseye Building Company
Address: [REDACTED]
Mailing: same
Contact: Jim Converse Phone#: [REDACTED]
Email: [REDACTED]

Type(s) of Vehicle(s)	Number of Axles	Product Carried	Max. Weight Requested	Max. Weight Approved
TK	3	A	60,000	
TK	3	A	60,000	
TK	3	A	60,000	

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached): _____

This approval shall be effective for no more than a one period ending March 31, 20
22. This approval covers all vehicles bearing the company name. If permit is to
cover unmarked company trucks, please attach a list to this form giving year and make
of truck, VIN, maximum weight, and registration #.

Please mail to:
PO Box 488
Woodstock VT 05091

Or email: nnourse@townofwoodstock.org

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec 1400a © and is required to furnish the municipality a valid Certificate of Insurance in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____ Title: _____
Date: _____

INSTRUCTIONS FOR APPLICANT

1. Permit is valid for up to one year expiring on March 31.
2. You must include a valid certificate of insurance in the amount of a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.
3. Please include \$5.00 for each single vehicle application, or \$10.00 for a fleet permit. *Paid 4/23/21 Check 11537*
4. Single vehicle permits must be carried in the permitted truck. Fleet permits are not required to be carried in the trucks.
5. Please use the following codes:

a. Type of Vehicle

- TK Truck
- TR Tractor
- TT Truck Tractor

b. Products

- A All products
- F Unprocessed forest products
- M Unprocessed milk products
- Q Unprocessed quarry products

INSTRUCTIONS FOR MUNICIPALITY

1. You may attach a copy of approved highways and/or restrictions to this form.
2. Effective July 1, 1994, a Vermont blanket permit is not required for issuance of Municipal excess weight permits.
3. Special weight limits which are higher or lower than legal limits for highways or bridges within your jurisdiction must be on file with the Vermont Department of Motor Vehicles

Please mail to:
PO Box 488
Woodstock VT 05091

Or email: nnourse@townofwoodstock.org

Paid 4/23/21
check 457

VTrans DMV UNIFORM MUNICIPAL EXCESS WEIGHT PERMIT

Woodstock
(Municipality)

FLEET

SINGLE VEHICLE

Approval is hereby given for the granting of a fleet permit under the provisions of V.S.A. Title 23, Section 1400(a), and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Owner:

Feeney's Property Maintenance LLC

Address:

[REDACTED]

Contact:

Paul Feeney

Phone:

[REDACTED]

Type(s) of Vehicle(s)	No. of Axles	Product Carried	Maximum Weight Requested	Maximum Weight Approved
<u>Dump Truck Trailer</u>	<u>4</u>	<u>1A</u>	<u>49,999</u>	

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached) : _____

This approval shall be effective for no more than a one year period ending March 31, 20 . This approval covers all vehicles bearing the company name. If permit is to cover unmarked company trucks, please attach a list to this form giving year and make of truck, VIN #, maximum weight and registration #.

The holder of a permit shall be liable for any damage to highways or bridges per V.S.A. Title 23, Section 1400(a)(c) and is **required to furnish the Municipality a valid Certificate of Insurance** in the following amounts: a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: Title: _____ Date: _____ (Duly authorized agent)

WOODSTOCK

Vermont Agency of Transportation
Department of Motor Vehicles
Uniform Municipal Excess Weight Permit
FLEET

Approval is hereby given for the granting of a fleet permit under the provisions of VSA Title 23, Sec. 1400a, and any amendments thereto, covering the operations of motor vehicles over local highways and bridges with gross loads as follows:

Owner: BAKER DISTRIBUTING CORPORATION
Address: [REDACTED]

Contact: GERRY COMBES Phone#

Email:

Type(s) OF Vehicle(s)	# OF Axles	Product Carried	Max. Weight Requested	Max. Weight Approved
TK	2	A	33,000	
TK	3	A	55,000	
TT	5	A	80,000	

Approved for the following highways (list may be attached): _____

The following restrictions apply (list may be attached): _____

This approval shall be effective for no more than a one period ending March, 31, 2022. This approval covers all vehicles bearing the company name. If permit is to cover unmarked company trucks, please attach a list to this form giving year and make of truck, VIN#, maximum weight and registration #.

The holder of a permit shall be liable for any damage to highways or bridges per VSA Title 23, Sec 1400a (c) and is required to furnish the municipality a valid Certificate of Insurance in the following amounts; a minimum of \$100,000/\$300,000 Personal Injury Liability Coverage and \$100,000 Property Damage Coverage.

Approved: _____ Title _____ Date _____
(Duly authorized agent)

2021 LIQUOR LICENSE RENEWAL APPLICATION
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9385-001-1RST-001

Page 1

License Year Beginning May 1, 2021 ending April 30, 2022

Fee: \$230.00 of which
\$115.00 is paid to town/city
\$115.00 is paid to DLC
Town: 14120 - WOODSTOCK

**MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS
FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING**

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Mangalitsa, LLC

Licensee # 9385- 1

Doing Business As:

Mangalitsa

Mailing Address:

61 Central Street

Woodstock VT 05091

Telephone: (802) 457-4882

PLEASE INCLUDE EMAIL ADDRESS: Matt@MangalitsaVt.com

Description of Premises:

1st class restaurant on the second floor of a three story wood framed building with entry on the east side of the building. Situated on the south side of Central Street, designated as #61, in the Town of Woodstock, Vermont.

Lessor:

Geoffrey H. Nichols Trust
Pomfret VT

Last Enforcement Seminar: 12/03/2019

Filed Articles of Organization: **Yes**

Date Filed: 08/14/2017

Federal ID Number: [REDACTED]

Majority of Members are US Citizens: **Yes**

ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.

Limited Liability

Company	Name	Address	Town/City	State	Zip Code
Member	1. Lombard, Mathew	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Member	2. Laurendeau, Nicholas	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Has any person been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law (including traffic tickets by mail) during the last year? Yes No
If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date

In the past year has any person held any elective or appointive state, county, city, village or town office in Vermont (See VSA, T.7, Ch.9, Sec. 223)? Yes No
If yes, please attach the following information: Individual's name, office and jurisdiction

Vt. Dept. of Health Food License No.: 13516

Vt. Dept. of Health Lodging No.:

Vt. Tax Dept. Meals & Rooms Cert./Acct. No.: MRT-10889928-001

Disclosure of Non-profit Organization?: Yes XX No

ALL APPLICANTS MUST COMPLETE AND SIGN

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

2021 LIQUOR LICENSE RENEWAL APPLICATION
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9385-001-1RST-001
Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 27 day of April, 2021

Signature of authorized agent
of corporation, company, club or association

Signature of individual or partners

Matthew Lombard
club club
Managing member - owner
(Title)

Are you making this application for the benefit of any other party? Yes ☒ No

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

Approved by Board of Control Commissioners of the City or Town of _____.

Total Membership _____, _____ members present

Attest, _____, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:
DIVISION OF LIQUOR CONTROL
13 GREEN MOUNTAIN DRIVE
MONTPELIER, VT 05602

If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class license application shall be considered binding except as taken or made at an open public meeting. VSA T-1, Sec. 312

Town of Woodstock

Building Inspection, Code Enforcement, and Fire Ordinance

Section 1- Authority

This ordinance is enacted pursuant to the authority granted to the Town under 20 V.S.A, 2736 & 24 V.S.A. Chapter 59,

As authorized by 20 V.S.A,2736 the Commissioner of the Department of Public Safety has entered into a Cooperative Inspection Agreement with the Town of Woodstock _____, dated authorizing the Woodstock Fire Department to conduct building inspections and enforce the Vermont Fire & Building Safety Code,

The Town of Woodstock will be responsible for the inspection of buildings, as assigned by the Commissioner in the agreement dated _____,or any subsequent agreement.

Section 2-Purpose

This ordinance is intended to reduce the hazards to persons and property within the Town of Woodstock, through enforcement of Vermont Fire & Building Safety Codes.

Section 3-Definitions

Except as defined below the definitions contained in the Vermont Fire & Building Safety Code, as amended from time to time by the State of Vermont, Division of Fire Safety, and the nationally recognized safety standards referenced therein, adopted by reference in Section 4 of this ordinance, shall apply to this ordinance.

For the purpose of this ordinance, the definitions contained in 20 V.S.A 2736, including, without limitation, the definition of "public building", shall also apply to this ordinance.

Additionally, the following terms shall have the specific definitions set forth below;

Authority having Jurisdiction (AHJ) - Those individuals responsible for the enforcement of the VT Fire & Building Safety Code, pursuant to the Cooperative Inspection Agreement between the State of Vermont and the Town of Woodstock.

Cooperative Inspection Agreement- Legal document that assigns responsibility for inspections and enforcement of the Vermont Fire & Building Safety Code, in the Town of Woodstock, to the Woodstock Fire Department.

Short Term Rental or STR - shall mean any rental of residential property, including single-family, two-family, multi-family dwellings, attached and detached apartments, whether accessory or not, and/or any dwelling unit or room located therein containing living quarters, but specifically excluding motels, hotels/inns, bed and breakfast, tourist homes, clubs, group homes, sober-living houses, schools, hospitals or similar facilities, for a term or period of time that is less than thirty (30) days.

Owner Occupied - shall mean that the owner of the Short Term Rental, or another person authorized by the owner to act on his, her or its behalf, will be present at and residing on the property where the Short Term Rental is located during the rental period.

Dwelling Unit - A building or portion thereof designed, used, constructed or occupied as separate living quarters for one (1) household which includes independent and exclusive cooking, sleeping, and sanitary facilities for a household, and direct access to the unit from the outside of the building, or through a common hallway. This term may include single family, Two family, multi-family, Townhouse or Condominium dwellings.

Fire Department- Woodstock Fire Department.

IBC - International Building Code, a nationally recognized code that details the minimum requirements to which a building or structure shall be constructed, renovated or altered. This code is amended and adopted via legislative authority by the State of Vermont.

NFPA- National Fire Protection Association, the organization that creates consensus documents that are nationally recognized and contain minimum required fire prevention codes and standards for the protection of life and property. These codes are amended and adopted via legislative authority by the State of Vermont.

Public Building- Shall have the same meaning as defined in 20 V.S.A. 2736.

Selectboard -the legislative body of the Town of Woodstock

Town- The Town/Village of Woodstock.

Vermont Fire & Building Safety Code — the comprehensive document comprised of State and Nationally recognized codes and standards for the public safety from fire, explosions, and dangerous substances, as amended and adopted by the State of Vermont pursuant to 20 V.S.A., Chapter 173.

Section 4 – Fire Code Adoption by Reference

The Town of Woodstock henceforward adopts the most current Codes and Standards as amended and adopted by the State of Vermont, Division of Fire Safety. (a) Including, but not limited to;

1. Vermont Fire & Building Safety Code
2. NFPA 1
3. NFPA 101
4. NFPA Codes referenced by NFPA I & 101
5. The International Building code, IBC

Section 5 - Solar Photovoltaic Systems - Private Buildings/Owner Occupied

All building-mounted photovoltaic installations, installed after this ordinance becomes effective shall be installed in accordance with the most current edition of NFPA1 that has been adopted by the State of Vermont. No Residential buildings shall be exempt.

A permit from the Fire department shall be required and approved prior to any installation on any private building. See fee schedule for permit fees. Failure to receive a permit prior to construction may result in fines.

Drawing and layouts shall be included with permit. Plans that do not meet NFPA 1 will not be approved. A Waiver for install modifications may be obtained from the Fire department when situations justify such.

An inspection and testing of install shall be required to ensure compliance with NFPA 1. Failure to receive an installation inspection may result in fines.

A Public building Solar photovoltaic install requires a permit from the State of Vermont Fire Marshall.

Section 6- Fire safety inspector

The Fire Safety Inspector shall be an employee of the Woodstock Fire department, that has been approved by the Commissioner of the Vermont Department of Public Safety. The Inspector shall have a minimum of NFPA certification of Certified Fire Inspector I.

Section 7 Powers & duties Inspector

- (1) The Inspector shall have and exercise all powers of an AHJ in making the inspections required in this ordinance.
- (2) The Inspector shall keep a record of all inspections on file at the Fire Department.
- (3) The Inspector Shall share inspection information with the VT Division of Fire Safety, as required in the Cooperative Inspection Agreement.

Section 8 - Inspection of Buildings

- (1) The Inspector shall be authorized to make a careful inspection of any public buildings and premises within the Town of Woodstock.
- (2) Upon receiving a complaint from a citizen, or request of an AHJ, the Inspector shall investigate any report involving a public building or premises reported as being unsafe or hazardous, having code violations, or containing unsafe or combustible materials.

Section 9- Inspector to be Permitted Entry into Premises

- (1) For the purpose of inspecting buildings and carrying out other responsibilities under this ordinance, the inspector may, at all reasonable times (9am- 9pm for residential), have access to and enter into any land, premises, and buildings in the Town of Woodstock.
- (2) Prior to entering a one/two family dwelling, where the unit is entirely owner-occupied the Building Inspector shall first obtain the consent of the owner of the dwelling.
- (3) Where permission to enter an owner-occupied dwelling is granted, the provisions of this ordinance shall apply.
- (4) Where permission to enter an owner-occupied one/two family dwelling is refused or not available;
 - (a) The Inspector shall seek a warrant, or other authorization provided by law, prior to entry.
 - (b) Where the Building Inspector reasonably determines that an emergency exists, entry may be made.

Section 10 - Refusal to Permit Entry

Except as provided above, no person shall refuse to allow the Building Inspector to enter upon or into their premises or buildings, at a reasonable time, for the purpose of carrying out their responsibilities under this ordinance. Furthermore, no person shall attempt to prevent any inspection outlined in this ordinance, obstruct the Building Inspector carrying out their duties.

Section 11- Inspections

(1) General Fire Safety Inspection

- (a) General Fire Safety Inspections of existing units shall be performed utilizing the Codes and Standards referenced in Section 4 of this ordinance.
- (b) A General Fire Safety Inspection shall be performed in response to a complaint by a citizen, or other AHJ official in regard to a possible code violation, fire hazard, or other unsafe condition,
- (c) Any violations of the VT Rental Housing Health Code, that are observed, shall be shared with the Woodstock Town Health Officer.

(2) Inspection Reports

Following a General Fire Safety inspection, the Building Inspector shall generate a report of any violation's deficiencies found during said inspection. A copy of the report shall be forwarded to the property owner, or their designee, including time line in which the violations and/or deficiencies need to be addressed/repaired. If any violation and/or deficiencies is of such a nature that it must be addressed immediately, the owner or their designee shall be informed at the time of the inspection, if present.

(4) Follow up Inspections

- (a) There is no fee for the initial or first follow-up inspection, resulting from a complaint by a citizen, or other AHJ official, in regard to a possible code violations, fire hazard, or other unsafe condition.
- (b) If the owner fails to correct the violations or deficiencies found during the initial inspection, prior to the follow-up inspection, and additional follow-up inspections are required to verify that the violations or deficiencies have been properly resolved, the owner will be responsible for a "re-inspection fee" as outlined on the "Fee Schedule".
- (c) Reinspection fees will be the responsibility of the property owner and will be due prior to any follow-up inspections following the first follow-up inspection.
- (d) Violations and deficiencies shall not be considered corrected or resolved until all associated fees have been paid, and therefore further penalties may be accrued, as they would if the violation or deficiency had not been corrected.
- (e) A failure to pay the reinspection fees within the time frame above is a violation of this ordinance.

Section 12- Suspension of Permit & Stop Work Notice

- (1) The Inspector may issue a stop work order, and/or order a property vacated if the he or she believes a threat to public safety, or other exigent circumstances exist.
- (2) The Inspector shall report any condition that requires a Stop Work Notice in a Public Building to the VT Division of Fire Safety.

Section 13- Removal of a Fire Hazard

- (1) A Chief Officer Of the Fire Department, or their designee may direct the owner or occupant of any premises or building to abate any unsafe condition, move to a place of safety, or remove any unsafe or combustible materials which in their opinion shall expose the building, or any surrounding or adjacent property or buildings to an unnecessary hazard.
- (2) A Chief Officer of the Fire Department, or their designee may direct the owner or occupant of any premises or building to clear away from their building or premises debris or other materials resulting from fire, windstorm, or other catastrophe, within a reasonable time after the occurrence of said fire, storm, or catastrophe,
- (3) Failure to comply with a direction of a Chief Officer, or their designee, shall be a violation of this ordinance.

Section 14 - Liquor license inspections

An operator/business holding a liquor license in Woodstock shall have a building safety inspection prior to renewal of the yearly liquor license. Any violation of the inspection shall be repaired prior to issuance of the liquor license.

Section 15 - Short Term Rentals

A. Compliance with Law.

The owner of any Short Term Rental property shall comply with all other requirements of federal, State and local law pertaining to rental housing, including, without limitation, relevant provisions of the Vermont Rental Housing Health Code and the Woodstock Zoning Regulations, as amended from time to time. A building in which people rent accommodations, whether as a Short Term Rental or for a term of 30 days or more, constitutes a “public building” under 30 V.S.A. §2730(a)(1)(D) and is subject to the authority of the State of Vermont Division of Fire Safety or its designee.

B. Short Term Rental Registry & Annual Report.

To provide Woodstock officials, including designated Compliance Officers, with up to-date emergency contact, identification, occupancy, and pre- and post-incident planning and compliance information for Short Term Rental properties in the Town of Woodstock, the Town of Woodstock will utilize a Short Term Rental Registry and Annual Reporting Program. The Short Term Rental Registry and Annual Reporting Program shall include all Short Term Rental properties, whether or not Owner Occupied.

C. Short Term Rental Registry

On or before April 30 of each year:

(1) The owner of property proposed for use as a Short Term Rental shall complete and submit a Short Term Rental Registry form to the Fire department on an annual basis.

(2) The following information shall be provided by owner(s) of Short Term Rental property on or in conjunction with the Short Term Rental Registry form (note: proof of ownership may be required if the person submitting the Short Term Rental Registry form is not the record title holder, as indicated by documentation maintained in the Woodstock Land Records):

(a) physical address(es) of all property advertised, offered for use, or used as a Short Term Rental.

(b) contact information for property owner, including: name, mailing and/or physical address, telephone number, email address.

(c) contact information for any person present at and residing on the property and authorized to act on the owner’s behalf, including: name, mailing and/or physical address, telephone number, email address.

(d) contact information for any property manager, including: name mailing address, telephone number, email address.

(e) a copy of the written property management agreement or contract, if applicable, stating the duration/term of any contract.

- (f) if not a whole building rental, the number of Short Term Rental dwelling units located within the building and the 911 addresses assigned to the units (if separate from the building).
- (g) a sketch plan depicting the Short Term Rental property and all proposed onsite parking spaces, including guest parking.
- (h) a floor plan of the Short Term Rental depicting the location of all proposed sleeping areas and fire exits, including egress windows.
- (i) valid proof of home owners insurance with a short term rental endorsement;
- (j) proof of Vermont tax account for room & meals and/or sale tax purposes.
- (k) proof of positive inspection, for both new and existing buildings, by Division of Fire Safety or its designee.
- (l) copy of any Short Term Rental rules applicable to the rental property.

(3) The Short Term Rental Registry form may also require such additional information as the Woodstock Selectboard, in their discretion, deem reasonable, necessary and appropriate.

(4) Upon transfer of ownership of any property on the Short Term Rental Registry, the new owner shall complete a new Short Term Rental registry form with updated information and any prior Short Term Rental authorization shall be null and void.

(5) Any owner of a Short Term Rental property who fails or refuses to complete a Short Term Rental Registry form as provided herein shall be subject to civil penalties under this Ordinance.

(6) Upon complete and proper submission of all required information, as determined by the Short Term Rental Compliance Officer, the Compliance Officer shall issue a Short Term Rental Authorization and Registration Number authorizing lawful rental of the Short Term Rental property.

(7) All Short Term Rental Authorization and Registration Numbers shall expire on May 31 of each year, with registration renewal forms submitted no later than April 30 of each year (even if actual rentals will occur later in the year).

D. Annual Report

The owner of Short Term Rental property shall annually complete and submit a report form to the Fire Dept. The following information shall be provided by owner(s) of Short Term Rental property on the annual report form:

- (a) Updated owner/on-site manager contact information, if applicable.
- (b) Updated property manager contact information, if applicable.
- (c) Date, duration and number of guests for each Short Term Rental period/stay;
- (d) photographic proof that the telephone number of the person(s) responsible for the Short Term Rental and contact information for the Vermont Department of Health and the Vermont Division of Fire Safety is conspicuously posted in each dwelling unit of the Short Term Rental.
- (e) photographic proof that the Vermont Meals and Rooms tax license is conspicuously posted in each dwelling unit of the Short Term Rental.
- (f) date of last inspection by the Vermont Division of Fire Safety or its designee.

(g) identification of any municipal complaint tickets issued and/or fines paid in the preceding 12 months in connection with any Short Term Rental property.

E. Regulatory Requirements and Prohibited Activities.

A. The Short Term Rental of property that is not in compliance with this Ordinance is prohibited.

B. Providing false or materially misleading information on any Short Term Rental Registry or Annual Report form shall be a violation of this Ordinance.

C. All Short Term Rental property in the Town shall be Owner Occupied or, if not Owner Occupied, under the active management and control of a property manager, who shall: (i) be located within a 30 minute drive of the Short Term Rental property being managed, (ii) available and authorized to respond promptly to incidents involving the Short Term Rental, and (iii) capable of providing timely interior and exterior access to the Short Term Rental, on a 24/7 basis. .

D. All Short Term Rental property shall conspicuously display within each dwelling unit the current and valid name, address and phone number of the Short Term Rental operator (whether the owner, on-site manager, or property manager), the Vermont Department of Health, and the Vermont Division of Fire Safety or its designee . In addition, the contact information of the Village's Short Term Rental Compliance Officer shall be similarly displayed.

E. Advertising any Short Term Rental without first obtaining a Woodstock-issued Registration Number or not including the Registration Number in the advertisement to demonstrate that the STR is lawful shall be a violation of this Ordinance.

F. Renting, using or occupying a Short Term Rental without first obtaining a Short Term Rental Authorization and Registration Number shall be a violation of this Ordinance.

G. Short Term Rental guests shall not sublease, sublicense or assign all or any portion of the Short Term Rental to another person during the rental period.

H. Short Term Rental properties shall be limited in occupancy to two guests per bedroom or sleeping area and a maximum of six guests total per occupancy, unless a waiver is granted by the Fire Dept.

I. The following are expressly prohibited in connection with Short Term Rental properties:

a. Gatherings of more than 16 persons on the STR premises during the period of occupancy, absent a waiver or variance by the Fire Dept.

b. Signs and other outside indications, other than on-site parking, that a property is used or occupied as a Short Term Rental.

c. Noise or unreasonably loud activities, whether inside or out, that violate the Noise Control law.

J. Except as otherwise provided herein, Short Term Rental of property shall occur no more than ten (10) times with a two-night minimum ,excluding foliage season. When the owner is in residence ,five (5) additional rentals are allowed during the permit period, a twelve (12) month period.

K. In Residential Five Acre and Forestry zones, Short Term Rental are allowed no more than 15 times in a calendar year with a two-night minimum stay. When the owner is in residence ,Short Term Rentals are unlimited.

L. The foregoing limitation on the number of times that a Short Term Rental property may be rented on an annual basis shall not apply to Owner Occupied Short Term Rentals occurring during the Foliage Period, which shall run from September 15 up to and including October 21 of each year. During this period, there is no limitation on the number of times that an Owner Occupied Short Term Rental may be

rented. This exemption for Owner Occupied Short Term Rentals during the Foliage Period shall not relieve the owners of such properties of their obligation to comply with all other applicable requirements of federal, State and local law and regulations pertaining to rental properties, including health and safety requirements.

E. Fees

A fee of \$75.00 shall be paid to the Town of Woodstock in connection with the submission of any Short Term Rental Registry form or renewal thereof. The Selectboard, from time to time, modify this fee and may establish and adopt other fees related to the administration and enforcement of this Ordinance, and may incorporate all such fees into a duly adopted fee schedule.

F. Waiver/Variance

To prevent undue hardship or delay, avoid injustice, or for other good cause shown, the selectboard may, upon good cause shown, waive or vary the requirements of this Ordinance upon such reasonable terms and conditions as it may require, unless precluded by the Ordinance itself or by other provisions of law. In considering any request for waiver or variance, the selectboard shall at least consider: (1) the reason for the request, including its reasonableness, and the reason for the requirement at issue, (2) the risk to public health, safety, welfare and convenience in granting the request, (3) the danger of prejudice to the applicant and third parties if the request is granted, (4) the timeliness of the request, and (5) whether the requestor is acting in good faith.

G. Enforcement

Any person who violates a provision of this civil ordinance shall be subject to a civil penalty of up to \$800 per day for each day that such violation continues. Each day the violation continues shall constitute a separate offense.

The Compliance Officer, Woodstock Police Officers, the Woodstock Zoning Administrator and the Woodstock Village/Town Manager shall all be designated and authorized to act as Issuing Municipal Officials to issue and pursue before the Judicial Bureau, or other court having jurisdiction, a municipal complaint.

H. Waiver Fees

I. An Issuing Municipal Official is authorized to recover waiver fees, in lieu of a civil penalty, in the following amount, for any person who declines to contest a municipal complaint and pays the waiver fee:

(a) Operating STR Without Authorization or Registration Number - \$500

(b) All Other Violations:

First Offense - \$100

Second Offense - \$250

Third Offense - \$500

Fourth and Subsequent Offenses - \$700

Offenses shall be counted on a twelve (12) month basis, beginning May 1 and ending April 30 of each year. An Issuing Municipal Official shall have authority to issue a written warning, without recovering a waiver fee, for any First Offense violation other than Operating a Short Term Rental Without Authorization or a Registration Number. In such instance, the written warning shall be counted as a First Offense for calculating annual offenses.

I. Civil Penalties

An Issuing Municipal Official is authorized to recover civil penalties in the following amounts for each violation:

(a) Operating STR Without Authorization or Registration Number - \$800

(b) All Other Violations:

First Offense - \$400

Second Offense - \$600

Third Offense - \$800

Fourth and Subsequent Offenses - \$800, plus automatic revocation for twelve months before a new Short Term Rental Authorization Application may be submitted.

Offenses shall be counted on a twelve (12) month basis, beginning May 1 and ending April 30 of each year. An Issuing Municipal Official shall have authority to issue a written warning, without recovering a civil penalty, for any First Offense violation other than Operating a Short Term Rental Without Authorization or a Registration Number. In such instance, the written warning shall be counted as a First Offense for calculating annual offenses.

J. Other Relief

In addition to the enforcement procedures available under Chapter 59 of Title 24, the Town of Woodstock/Town Manager is authorized to commence a civil action in the Civil Division of the Vermont Superior Court to obtain injunctive and other appropriate relief, to request revocation or suspension of any Short Term Rental Authorization and Registration Number on behalf of the Town of Woodstock, or to pursue any other remedy authorized by law.

K. Severability. If any provision of this ordinance is deemed by a court of competent jurisdiction to be unconstitutional, invalid or unenforceable, that provision shall be severed from the ordinance and the remaining provisions that can be given effect without the severed provision shall continue in effect.

L. Effective Date. This Ordinance shall take effect upon passage.

Any person who violates provision of this civil ordinance shall be subject to a civil penalty of up to \$800.00 per day, for each day that said violation continues. The Fire Chief or his designee shall be authorized to act

as issuing Municipal Officials to issue and pursue before the Judicial Bureau or other appropriate judicial body a municipal complaint.

Section 16- Fee Schedule for other than Short term rentals

The Woodstock Fire Department shall establish and maintain the fee schedule referenced in this ordinance. The fee schedule, and any revisions Shall be approved by the Woodstock Selectboard.

Building Inspection, Code Enforcement, and Fire Safety Ordinance

Fire Safety / Complaint Inspection No Fee

1st Follow-up Inspection No Fee

Additional Follow-up Inspections for failure to comply \$50.00

Solar PV permit \$150.00 Available on the Town of Woodstock Website in the Fire Department section.

Solar PV Site Visit /Final inspection No Fee

Failure to obtain Approval for Solar PV System permit prior to beginning installation. \$250.00, Waiver \$100.00

Failure to obtain certificate of compliance for Building Mounted Solar PV System. \$500.00, Waiver \$100.00

Failure to comply with order to remove hazards, or to address an ordinance or code violation. \$50.00 per day

This Ordinance does not in relieve any party from the requirements of the State of Vermont regarding obtaining Building/Construction Electrical, Elevator and/or Plumbing permits through the Division of Fire Safety, or any other needed permits as required by the State of Vermont or the Town Woodstock Zoning office.

Section 17 – Severability

If any provision of this ordinance is deemed by a court of competent jurisdiction to be unconstitutional, invalid or unenforceable, that provision shall be severed from the ordinance and the remaining provisions that can be given effect without the severed provision shall continue in effect.

Signature Page



Woodstock Fire Department

454 Woodstock Rd
Woodstock, VT 05091

Non-Emergency Phone 802-457-2337

Fax 802-457-3237

In Emergency Dial 9-1-1

MEMORANDUM

TO: WOODSTOCK SELECTBOARD

FROM: CHIEF DAVID GREEN

SUBJECT: PRIVATE ROAD NAME

DATE: 4/12/2021

CC:

A group of houses with a shared driveway off Barberry Hill road now need a road name. VT E911 requires all driveways with 3 or more houses to have a road name. The owner of the new house went to all of the other homeowners and the new name they all approved is Doten Way(private road).

This meets all the E911 criteria, and I approve this as well. VT E911 requires all driveways with 3 or more houses to have a road name.

David



Woodstock Fire Department

454 Woodstock Rd
Woodstock, VT 05091

Non-Emergency Phone 802-457-2337

Fax 802-457-3237

In Emergency Dial 9-1-1



House numbers 395,397,399 as well as the new house will get renumbered and be on Doten Way.

THOUGHTS
AND
TALKING POINTS
ON
PRESENTING
THE DECLARATION OF INCLUSION
TO YOUR
TOWN

TABLE OF CONTENTS

QUOTATION BY ERNIE ROYAL

BACKGROUND: DECLARATION OF INCLUSION (DOI)

THE DECLARATION OF INCLUSION (as adopted by various towns)

PRESENTING THE DOI TO YOUR TOWN OR GROUP

RATIONALE FOR ADOPTION OF A DOI

CONTACT INFORMATION

***“When you move to Vermont, bring with you
what you did that made you a success, and
adapt it to the Vermont way”***

Ernie Royal
Owner, Royal’s Hearthside Restaurant
Rutland, Vermont
1964 to 1993

Who’s Who in Black America
Board Member, National Restaurant Assoc.
Board Member, Culinary Institute of America
Member, U S. culinary Olympic Team

BACKGROUND ON THE DEVELOPMENT OF THE DECLARATION IN INCLUSION

Distressed by recent catastrophic events unfolding across the United States relating to human rights, justice and equality, Bob Harnish, a long-time resident of Pittsford, decided to do something.

His concern led to a phone call to Al Wakefield, a former businessman in the Rutland area, who shared a similar distress and felt a need to do something involving “hands on”.

The intent was to set in motion an overarching statement that would build on Vermont’s agreed upon uniqueness, its long-standing reputation for being a leader in addressing injustices and ensuring that events occurring in Wisconsin, Minnesota, New York and other states do not happen here. The Declaration of Inclusion, first adopted by the Town of Franklin, was the result.

The intent of the Declaration of Inclusion (DOI) is to indicate and reinforce the message to all visitors, residents and those thinking about or planning to come and stay, that Vermont is a welcoming community, that it invites all to bring their families and friends as well as their talents and skills, that Vermont is a community of people who will treat them fairly, provide encouragement and support for their interests and bring the full resources of the State, cities and towns to ensure their well-being and security.

More specifically, the goals of the DOI are to:

Highlight the fact that we as Vermonters are not fully aware of the systemic racism that is present in our majority “white” society

Raise consciousness about the importance of diversity, the positive effect that diversity can have on our economy and, also, on equity and justice

Emphasize the importance of preparing our youth to live and prosper in the more diverse society in which we all will soon be living

Tell the world at large that Vermont welcomes all people to our state, a state which is struggling to maintain its population and therefore its ability to fund basic programs for its citizens

Attract people with myriad skills and traditions to Vermont to live, work and raise families in a state that values and encourages diversity in its population

Focus attention on examining employee manuals, police protocols and hiring practices, to promote fairness and equity in applying legislation, ordinances, etc within our towns and the state as a whole

Employ best practices in coaching municipal and state employees, including police, to value and respect all citizens.

To date, the Towns of Franklin, Pittsford, Waterbury, Moretown and Brandon have approved and adopted the DOI included in this packet.

EVIDENCE OF COMMITMENT - Evidence of commitment to the spirit of the DOI

At the town level: inclusion in the Town's website, employee manuals, police protocols, newsletters, economic development marketing materials, etc.

At the State level: inclusion in major addresses by leading state officials, printed materials used to welcome visitors, policy and operating procedures, external communications, public relations pieces, etc.

At the organizational level: inclusion in policies, operating procedures and similar documents used by labor unions, law enforcement agencies and academic institutions throughout the state.

For questions or discussion: Al Wakefield, al@wakefield-global.com 802 770 3958
Bob Harnish, rharnish24@gmail.com 802 779 7714

Town of _____ Declaration of Inclusion

The Town of _____ condemns racism and welcomes all persons, regardless of race, color, religion, national origin, sex, gender identity or expression, age, or disability, and will protect these classes to the fullest extent of the law.

As a town, we formally condemn discrimination in all of its forms and commit to fair and equal treatment of everyone in our community.

The Town of _____ has and will continue to be a place where individuals can live freely and express their opinions.

By the _____ Select Board on _____ 2021

PRESENTING THE DOI TO YOUR TOWN OR GROUP

Thank you for helping to make Vermont a more inclusive and diverse State. We know that each town or organization is different and that the strategy for gaining adoption and implementation of the DOI may be different.

Following are some ideas to consider as you prepare to present the DOI. We have purposely tried to focus our thoughts on the positive aspects of diversity as being more likely to win favor, acknowledgement and endorsement.

1. Depending on the Select Board or group you are presenting to, you may want to present it and speak to it at one meeting and then return to it at the next meeting and hope for a motion to adopt.

2. Prior to your second meeting you may be wise to approach a friendly member to support the Declaration of Inclusion, speak to it and make the motion to adopt. We recommend that you be present at both meetings to give further reasons for support and to answer any questions.

3. Some members of the organization may wish to change the wording and that should be fine provided that the basic thoughts are preserved, the designated groups are considered and they continue to be included. It is designed to be open to suggestions.

4. Ultimately the goal is to have state-wide adoption including at the State level with the Governor actively endorsing it and making it one of the guiding principles in all departments of state government.

5. Speaking with those who may be reluctant, do not see a need for such a statement or even oppose the DOI may be useful as well. Doing so provides the opportunity to discuss and hopefully resolve such statements as:

“We don’t have those problems here”

“I am not a racist. Why do we need such a statement in our town?”

“We like our town as it is. Vermont is fine without bringing this stuff up.”

“If it’s not an issue, why are we talking about this?”

6. There may be doubt about ways to implement, monitor and assess progress on the implementation of the DOI. Turning words into action is not the easiest. Since each community is different, with different needs and at different stages of social and economic development we suggest follow-up discussions led by a skilled discussion leader. He/she may be a respected member of the community who has embraced the concept and is willing to

take-on this challenge. You may also wish to consider a professional facilitator who has the relevant experience and has lived and worked in Vermont. There are very competent consultants here and we would be pleased to assist you in identifying those potentially interested in working with you.

Thank you for your interest in moving the Declaration of Inclusion forward. The time is right. Justice, Equity and Inclusion are much in the news and the concept of true and meaningful equality is long overdue. Our Founding Fathers would be pleased with our actions.

For questions or discussion: Al Wakefield al@wakefield-global.com
Bob Harnish rharnish24@gmail.com

RATIONALE FOR ADOPTION OF A DECLARATION OF INCLUSION (DOI)

[As you are preparing yourself to present the DOI to your town or group you might consider some of the reasons / suggestions below and putting these thoughts into your own words.]

I believe that this Town has always treated people respectfully and fairly so we should say it with a forceful statement. By stating it, it then becomes a message that we welcome all people and we thrive when we have a diverse population. Think of the Irish, Italians and Poles who came here to work in the marble and granite industries and the important heritage they brought with them. Vermont would not be the culturally rich state it is without these immigrants and many more. These people all brought skills, ambitions, religious tradition, interesting food, unique customs and so much more.

The United States, as a whole, is the most diverse country on earth and the most successful by almost any measure. And it is no coincidence that Burlington and Chittenden county have the most dynamic economy in Vermont and also the most diverse population. Diversity brings creativity which leads to solutions and a richer life for all.

We all want our cities and towns (and our state) to grow in a healthy way, to increase our tax base, as well as fund our schools and roads. To make this happen we need to welcome all people. We need to reach out, proactively, to the world at large, with the message that WE WELCOME ANYONE who wants to live and work and add richness to our state. Currently, the population in Vermont is static or declining with the low fertility rate and young people leaving the state for careers elsewhere. In addition, the remaining population is aging and putting a strain on underfunded state resources.

Historically Vermont has been and still is one of the least diverse states but our children will be living in a more diverse community of people in this country. Let's prepare our children for living in this more diverse world by encouraging and promoting diversity in our Town and schools. Let's prepare our children to be comfortable with people of all backgrounds and beliefs so they can survive and thrive in the wider world.

With working from home becoming well accepted, people are moving to Vermont bringing jobs, new skills and capabilities. They embody the way our world will look in 10 to 20 years and their presence may inspire other talented folks to move to our town and state. These new residents will be remodeling homes and building new ones, their tax dollars paying for better funded services. With a more vibrant and interesting economy more of our young people will want to stay, work and raise their families in Vermont.

A Declaration of Inclusion is another tool in the “toolbox” of those responsible for the Town’s economic development, that is, their toolbox of reasons why someone should locate a business here, perhaps choosing our town (or state) over another.

A Declaration such as this would mark our town and its leaders as a forward-thinking community of people, stepping out in front for what we know is right and deeply rooted in the values that America and Vermont say it champions.

We all have heard that America is a “melting pot” of people from all over the world; America has always welcomed diverse people, and embraced their cultures, languages, foods, customs, religions and traditions. This is nothing new. Let’s continue the tradition. Let’s take this small but affirmative step toward the American ideal as stated in our precious Constitution.

[Add your own thoughts to these reasons and end by urging adoption of the DOI or something similar and making it an integral part of the guiding principles of the town. Be prepared to provide copies of the Declaration to Select Board members, town manager and others.]

For questions or discussion: Al Wakefield al@wakefield-global.com 802 770 3958
Bob Harnish rharnish24@gmail.com 802 779 7714

FOR ADDITIONAL INFORMATION AND SUPPORT

For additional information, background and support for moving forward on a Declaration of Inclusion, we encourage you to contact:

Robert (Bob) Harnish, rharnish24@gmail.com 802 779 7714

J. Alvin (Al) Wakefield, al@wakefield-global.com 802 770 3958



Town Hall Theatre
31 The Green / Woodstock, VT 05091
info@pentanglearts.org
www.pentanglearts.org
802.457.3981

April 26, 2021

To: Woodstock Selectboard

Fr: Alita Wilson, THRP Leadership Team

Re: Stages Theatre Consultant Contract

We respectfully request the Selectboard approve for the Municipal Manager's signature, Phase 1 of the attached contract. Phase 1 is for the Schematic Design for the Town Hall Theatre, and adjacent spaces, as part of the Town Hall Rejuvenation Project.

The cost for Phase 1 is \$24, 650 (please see page 10 of the contract for payment breakdown), plus \$1,500 for incidentals such as travel, and printing.

March 15, 2021

Alita Wilson
Executive Director
Pentangle Arts
31 The Green
Woodstock, VT 05091

Re: Theatre, Acoustical, and AV Design Services
Woodstock Town Hall Rejuvenation Project
Woodstock, VT

Dear Alita:

Stages Consultants is pleased to offer the following proposal for Theatre Design and Acoustics Consulting Services for the Woodstock Town Hall Rejuvenation Project. This letter describes our services in detail and specifies a fee based on the scope outlined below. We look forward to working with you on this project.

Project Scope

We will consult on the following areas:

1. Stage and audience chamber theatrical and room acoustical design
2. Seating layouts and sightlines
3. Backstage and public space planning, layout and circulation
4. Performance lighting control system
5. Performance lighting mounting positions
6. Performance lighting fixtures and accessories
7. Performance sound and communication systems
8. Houselight control systems (houselighting layout by another consultant)
9. Video projection
10. Production video system

11. Motorized and manual overstage rigging, speaker cluster rigging, accessories, and softgoods
12. Motorized and manual auditorium variable acoustic systems including panels, draperies, banners etc.
13. Transformable seating systems including chair wagons, telescopic seating and mechanized seating as required.
14. Sound isolation from external and internal noise sources
15. Noise and vibration control for building systems including mechanical, electrical, plumbing, and vertical transportation

In the **Programming** Phase we will:

1. Visit the Town Hall and tour it thoroughly with you.
2. Meet with the Owner, User Groups, and the Architect to agree on the goals, aspirations, and limitations of the project.
3. Develop a preliminary space list identifying each room in the proposed facility, its recommended area, and noting any critical adjacencies or unconventional construction for review and comment by the Owner and User Groups.
4. Revise the space list based on these comments and produce the final project Space Program.
5. Review site selection and develop preliminary building envelope and specialty sound isolation concepts, as needed.
6. [renovation] Write a narrative summarizing our evaluation of existing acoustic conditions.
7. Write a narrative report describing each room's purpose, functional requirements, and finish qualities. This report will include diagrams, sketches and images of comparable spaces as appropriate.
8. Meet with the Owner and Architect to present the final Space Program and Narrative. This document will be the basis for the Schematic Design of the facility.

In the **Schematic Design** Phase we will:

1. Visit the Town Hall and tour it thoroughly with you.



2. Meet with the Owner, User Groups, and the Architect to agree on the goals, aspirations, and limitations of the project.
3. Develop a space list and functional descriptions of new spaces, including adjacency diagrams if necessary.
4. Assist the Architect in the planning and layout of the stage and back-of-house circulation and support spaces. Prepare concept sketches as required and review and revise proposed architectural layouts.
5. Prepare schematic seating layout and sightline studies for the auditorium. It remains the responsibility of the Architect to ensure compliance with appropriate building and safety codes.
6. Assist the Architect in the planning and layout of public spaces and theatre circulation.
7. Advise the Architect on layout of technical areas such as control and projection booths, box office, loading docks, etc.
8. Develop acoustic goals in consultation with the Owner, User Groups, and the Architect and establish acoustic criteria for room acoustics, background noise levels, and sound isolation.
9. Develop preliminary recommendations for room shaping, size, and finishes for performance and other critical listening spaces.
10. Develop preliminary recommendations for sound isolation, including partition types, doors, glazing, building envelope, and specialty acoustic isolation systems, as needed.
11. Develop preliminary recommendations for noise and vibration control of building systems including mechanical, electrical, plumbing, and vertical transportation.
12. Meet with the Owner, User Groups, and the Architect by web or phone conference to confirm the proper scope and type of theatre equipment.
13. Provide Schematic Design Deliverables including:
 - a. A schematic equipment budget.



- b. Memos outlining the electrical and heat loads imposed by the performance lighting, projection and sound equipment for review and coordination.
 - c. A memo or sketches outlining the structural loads imposed by the stage machinery, projection, performance lighting and sound equipment for review and coordination.
 - d. A memo or sketches describing the acceptable zones for locating mechanical, fire protection and electrical equipment within the stage area.
 - e. Narrative report of room acoustic, sound isolation, and mechanical system noise control recommendations.
 - f. Summary evaluation of existing acoustic conditions.
 - g. Preliminary plan and section markups with sound isolation concepts.
 - h. Schedule of acoustic room requirements.
 - i. Mechanical noise control guidelines.
 - j. Narrative report describing the proposed theatrical systems and room configuration.
14. Provide preliminary seating and stage layouts for review and coordination.
15. Provide markup of preliminary engineering drawings for noise and vibration control of air systems and comments on other mechanical, electrical and plumbing SD documentation.
16. Attend meetings and presentations in Vermont, subject to the limitation on field trips below.

In the **Design Development** Phase we will:

1. Meet with the Owner, Principal User Groups' technical staff members, the Architect and the other consultants via web and telephone conferencing as required to help forward the design and coordination of the project.
2. Review the work of the Architect and Other Consultants to ensure appropriate functional efficiency, seating, sightlines, stage planning, coordination of



accommodations for performance equipment, and incorporation of acoustic recommendations.

3. Further develop recommendations for room shaping, size, and finishes for performance and other critical listening spaces.
4. Work with the Architect and Engineers to further develop and incorporate recommendations for sound isolation, including partition types, doors, glazing, building envelope, and specialty acoustic isolation systems, as needed.
5. Work with the Architect and Engineers to further develop and incorporate recommendations for noise and vibration control of building systems including mechanical, electrical, plumbing, and vertical transportation including analyzing the mechanical system design and provide system-specific noise control recommendations.
6. Provide Design Development Deliverables consisting of:
 - a. An updated equipment budget.
 - b. Updated stage layouts and equipment sections.
 - c. Outline specifications.
 - d. Electrical equipment location plans and control riser diagrams depicting locations of performance and house lighting systems, for the project electrical engineer to adapt, redraw, and incorporate into their contract documents. These drawings are for information only. The project Electrical Engineer is solely responsible for coordinating, engineering, and interconnection of these devices and incorporating them into the consolidated set of electrical drawings for the project.
 - e. Lighting plans, zoning diagrams and cut sheets, illustrating the location, functionality and recommended type of all work and run lighting fixtures, for the project electrical engineer to adapt, redraw, and incorporate into their contract documents.
 - f. Electrical equipment location plans and riser diagrams, illustrating the location of all sound and communication devices, along with a schedule of



connections between points, such that the electrical engineer can develop and coordinate conduit and electrical service drawings for sound and communication systems.

- g. Updated report of room acoustic, sound isolation, and mechanical system noise control recommendations if necessary.
 - h. Updated schedule of acoustic room requirements.
 - i. Project-specific and/or sample concept details for acoustic-specific construction techniques.
 - j. Specification language for acoustic-specific products and construction techniques.
7. Meet with the Owner and architect via web conferencing or telephone to review the status of the design for technical systems and equipment and incorporation of the acoustic recommendations.
8. Provide layout sketch details of specialized theatrical construction as required. This may include items such as stage floor details, front-of-house lighting positions, control rooms, audio rack rooms, or dimmer rooms, for the Architect and Engineers to adapt and incorporate into the contract documents.
9. Provide elevation drawings of critical walls in the stagehouse or other areas indicating technical equipment locations and mounting heights for information, coordination and incorporation by the Architect and Engineers into the Contract Documents.

In the **Contract Documents** Phase we will:

- 1. Provide finished working drawings on job title block sheets and finished specifications for the following:
 - a. Performance lighting control systems
 - i. Performance power control system
 - ii. Performance lighting control console
 - iii. Performance lighting outlet devices
 - iv. Performance lighting layout, fixtures, cable, and accessories



- b. Houselighting control systems (Houselighting fixture selection and layout by others)
 - i. Houselighting power control system
 - ii. Houselighting control panels
 - c. Sound and communication systems
 - i. Sound system amplification and playback system
 - ii. Production communications system
 - iii. Production video system
 - iv. Video projection system
 - d. Overstage rigging and machinery
 - i. Motorized and manual stage rigging hardware
 - ii. Fire curtain and rigging, if necessary
 - iii. Stage draperies, soft goods and masking
 - iv. Speaker cluster rigging
 - e. Auditorium variable acoustics rigging
 - i. Motorized and manual tracked drapes and panels
 - ii. Motorized banners
 - f. Seating
 - i. Auditorium seating layouts
 - ii. Auditorium seats
 - iii. Seating transformation system
2. Attend meetings and presentations in Vermont, subject to the limitation on field trips below.
 3. Review and confirm that recommendations for room shaping, size, and finishes for performance and other critical listening spaces have been incorporated into the project documents.
 4. Assist in developing details and specifications and then review progress sets to confirm that recommendations for sound isolation, including partition types, doors, glazing, building envelope, and specialty acoustic isolation systems have been incorporated into the project documents.
 5. Assist in developing details and specifications and then review progress sets to confirm that recommendations for noise and vibration control of building systems



including mechanical, electrical, plumbing, and vertical transportation have been incorporated into the project documents.

6. Review the drawings and specifications of the Architect and Other Consultants to ensure the incorporation of acoustic-specific products, details, and construction techniques.

In the **Bid Assistance** Phase we will:

1. Assist in the review and evaluation of bids to ensure that the proper scope of equipment is provided.
2. Review and respond to bid RFIs and issue addenda as necessary.
3. Review the work of others for coordination with the theatrical systems and incorporation of acoustic-specific products, details, and construction techniques.
4. At the conclusion of bidding, issue a conformed set of our drawings and specifications 'For Construction'.

In the **Construction Administration** Phase, **Completion** and **Opening** we will:

1. Review and comment on shop drawings, RFIs and participate as needed in coordination of the project with the contractor.
2. Visit the site regularly to assist in coordination, answer contractor and Owner questions and review the progress of the project as it relates to the systems and equipment we specify, subject to the limitation on field trips below.
3. Prepare a project punch list for the systems and equipment we specify.
4. Conduct acoustic testing of the completed project (or cooperate with independent testing) to verify compliance with acoustic design goals.
5. Assist the staff in becoming familiar with the building and the equipment.

Field Trips

Up to 5 trips during the design phases and up to 8 trips during the construction phase to Vermont are included in the fee listed below. A trip is defined as one person travelling for one meeting. If two people attend a meeting, that is considered two trips.

Additional trips, if required, shall be authorized in writing and not subject to the fees proposed.



Responsibility

Stages Consultants are not licensed engineers or architects of any kind. Although we will make every reasonable effort to provide design solutions that comply with applicable codes and standards, the ultimate responsibility this lies solely with the Architect and project Engineers.

Stages Consultants does not provide structural, mechanical, or electrical engineering services or accept any engineering responsibility or liability. Stages Consultants provides information regarding accommodations required for theatrical equipment to the project Architect and Engineers who then design structural, mechanical or electrical systems and are responsible for safety and code compliance. Interconnection of all electrical components specified by Stages Consultants is the responsibility of the Electrical Engineer. Furthermore, as Theatre Consultants are not recognized as licensable design professionals, the provision of stamps or seals on theatre equipment drawings is not included.

Stages Consultants' contract documents require systems engineering and code compliance to be provided by the manufacturer for products and equipment provided to or installed at the job site.

Stages Consultants' shop drawing review and approval does not constitute code and engineering approval, only conformance to the design intent of the contract documents.

Drawing Information

Stages Consultants' project drawings will be created using AutoDesk AutoCAD. Our drawings will be based on 2D *.dwg background files provided by the Architect at least 10 working days prior to each milestone issue.

The Architectural backgrounds shall include a project title block sheet in a separate CAD file, in paper space, drawn to actual sheet dimensions as well as a separate text block for inputting sheet data. All non-standard fonts, plot styles, image files and other title block elements shall be inserted into the file and transmitted to Stages Consultants.

All backgrounds shall have a consistent base point relative to the building. This base point shall remain consistent throughout the project.

Project background file names shall remain consistent as possible throughout the duration of the project. Dated or phase-based file names shall not be used in background files.



Project background files shall not contain xrefs to other linked files. All of the relevant information should be bound or otherwise included in the background file.

This proposal includes the use of Revit only for exporting of plans, sections and elevations. This proposal does not include the provision of deliverables in any electronic format other than AutoCAD and PDF.

We will rely on the accuracy of drawings provided by the Client or by other professionals employed or contracted to the Client. We will not correct or modify backgrounds provided for our use.

Compensation

Our fees for the basic services listed above shall be a fixed fee of **\$88,000** which breaks down as follows:

Payment Breakdown

Phase	Fee	
Schematic Design	\$24,650	28%
Design Development	\$17,600	20%
Contract Documents	\$22,000	25%
Bid Assistance	\$4,400	5%
Construction Administration	\$19,350	22%
Total	\$88,000	100%

Reimbursement

In addition to the above fees, expenses normal to the conduct of the project shall be reimbursed at cost plus 5%. We will itemize these expenses and invoice them separately. Reimbursable expenses include but are not limited to:

1. Travel and unforeseen costs related to travel disruptions, delays, or cancellations including:
 - a. Ground transportation to and from nearby airports.
 - b. Premium economy refundable airfare and incidental costs (inflight internet and food).
 - c. Business class hotel (Marriott, Hyatt, Sheraton, etc).
 - d. Fuel, mileage, taxi/ride-share, rental car, meals etc.
2. Change fees associated with rescheduling of meetings except when initiated by the consultant.
3. International calling when traveling.



4. Costs related to mock-ups, shoot-outs, testing, or models approved by the Client.
5. Insurance in excess of our standard coverage which is listed elsewhere in this document.

The following items will not be submitted as reimbursable expenses.

1. CAD plotting, printing, and reproductions.
2. Communications between Stages personnel and the Client, Owner and other team members
3. Messengers and overnight delivery service, except as demanded by the Client or Owner.

Any limitations on allowable travel expenses or documentation requirements for reimbursement shall be provided by the Client or Architect in writing prior to the commencement of travel. We estimate that these expenses will not exceed **\$11,000** for the basic services. We will keep track of these expenses and advise you if this estimate is being reached.

Stages charges an administrative markup on expenses due to the interest we pay on credit cards to carry these costs. Expense invoices that are paid within 30 days of the invoice date will have the 5% administrative markup waived.

Project Schedule

A project schedule will be agreed upon and appended to the final agreement.

Additional Services

If the Owner desires Stages Consultants to render services not specified in this letter, such additional services shall be authorized by letter, shall not be subject to the fees proposed, and shall be billed at the hourly rates in effect at that time, or similar agreement.

Additional Services include but are not limited to the following:

1. Stage lighting layouts or show-specific lighting design.
2. Organization and attendance at venue visits and tours.
3. If the project is at any time delayed more than two months beyond the schedule detailed above.



4. Scope changes or other Owner-initiated changes requiring redesign or modification of work completed and approved in previous phases. Authorization to proceed with subsequent phases constitutes approval of completed phases.
5. Redesign necessitated by construction bids in excess of the project Construction Budget, except where such redesign is required to bring Consultant-specified items within their budget allocations.
6. Making modifications to drawings and specifications to accommodate substitutions proposed by the contractor.
7. Providing services made necessary by the negligence, termination, or default of the general contractor, any subcontractor, a construction manager, or by major defects or deficiencies in the work of the contractors or other agents or employees retained by the Owner.
8. Revisions to architectural background sheets or drawing files to make such documents usable by the Consultant.
9. Provision of printed drawings sets.
10. Any deliverables required to be provided in Building Information Model (BIM) format, in a computer aided design (CAD) program other than AutoDesk AutoCAD, or as a three dimensional (3D) representation.
11. Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, except where Stages Consultants is a named party.
12. Coordination of work related to equipment specified or furnished by the Owner.
13. Services more than 90 days after substantial completion.
14. As-built drawings.
15. Any and all services during any period of suspension.

Hourly Rates

Present hourly rates are as follows, and are subject to reasonable annual adjustment over the life of the contract:



Person/Category	Per hour	Per Field
Alec Stoll, Partner	US\$275	US\$2,750
Damian Doria, Partner	US\$275	US\$2,750
Principal Consultants	US\$240	US\$2,400
Senior Consultants	US\$225	US\$2,250
Consultants	US\$200	US\$2,000
Drafters	US\$170	US\$1,700

Project Suspension

The Client may suspend the performance of the Basic Services described herein by giving written notice to the Consultant. The Consultant shall be compensated for all services performed prior to receipt of written notice of suspension together with reimbursable expenses then due.

The Consultant is not responsible for delays, deficiencies in construction workmanship, or any third-party claims arising from such suspension or Consultant's absence from the project during such a period.

Termination

Either party may give written notice to the other party should the other party fail to materially perform in accordance with the terms of this agreement. If the failure to perform is not remedied after ten days, then the party giving notice may terminate the agreement upon ten days further notice.

In the event of termination, Stages Consultants shall be paid fees for services performed up to the termination date, which shall be thirty (30) days after written notice of termination.

Payment

Billing will be calculated on a percentage-of-completion basis and submitted monthly, or if preferred, we can bill according to a pre-determined schedule. Invoices are payable within 30 days. We shall be entitled to stop work without penalty if any invoice is not paid within 60 days. The Client shall approve invoices or give written notice within 10 days stating the reasons for non-approval.

Interest charges for late payment shall be applied at the rate of 1.5% a month for all unpaid balances due over 60 days. Any fees incurred by the Consultant in the collection of delayed payments including attorney fees will be considered an additional reimbursable expense and are due under the terms of this agreement.



Payments shall be made by check or wire transfer in US Dollars to the following account:

Stages Consultants, LLC
Account #: 9919128828
WELLS FARGO BANK, N.A.
420 Montgomery St.
San Francisco, CA 94104 USA

SWISS CODE: WFBUS6S
ABA#: 121000248

This agreement is with you and payment to us shall not be contingent upon your receipt of funds from a third party.

Intellectual Property

Stages Consultants retains all Intellectual Property rights on all design concepts, recommendations, details and other documents (Instruments of Service) produced for the project. The Client will have the right to use this Property for this project, subject to the payment of fees as defined in this proposal.

The Client is not entitled to reuse this Property for any other project or purpose. If the Client reuses or makes any modifications to our data, designs, documents, or work product without our prior written authorization, the Client agrees to release us from all claims and causes of action arising from such uses, and shall indemnify us from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Client's modification or reuse of the documents.

These provisions shall survive the period of this agreement.

Credit and Press Releases

Stages Consultants shall have the right to use the name of the Owner, the Project and the Architect and any designs developed by Stages Consultants for advertising or any other manner for the promotion of Stages Consultants.

When reference is made to other members of the design team in press releases, construction signage, plaques, promotions, publicity or fundraising material, inclusive of paid advertising, and such materials are issued by the Owner or Architect or are otherwise under its control, during the design process and after opening, Stages Consultants shall also be credited. This credit shall read:



Theatre and Acoustics Design Consulting
Stages Consultants
Highland Park, NJ USA

The Owner agrees to include such references in releases, material, and interviews that refer or relate to the Architect.

These provisions shall survive the period of this agreement.

Access and Photography

Consultant shall have the right to have access to tour the completed project with small numbers of visitors for its own purposes from time to time with the permission of Hall management. Such permission shall not be unreasonably denied. This right shall survive the period of this agreement.

Consultant shall have the right to photograph the project and release or publish such photographs in Stages Consultants advertising and promotional literature. This right shall survive the period of this agreement.

Insurance and Dispute Resolution

Stages Consultants' professional liability insurance coverage is \$2,000,000 both per occurrence and in the aggregate. Our coverage is \$2,000,000 per occurrence and \$2,000,000 in the aggregate for commercial general liability, auto and personal injury. Increased limits may be obtained, but additional premiums will be a reimbursable expense.

The Client agrees to limit the liability of the Consultant so that the Consultant's aggregate liability will not exceed the Consultant's fees under this agreement or \$50,000, whichever is greater. This limitation of liability applies to any cause of action, be it contract, tort, or any other theory. The Client agrees to waive any claims for consequential damages.

The Client agrees to bring any claims against the Consultant corporate entity, not any individual owners or employees of the Consultant firm.

Non-indemnification

The Consultant shall not be responsible for the acts or omissions of the licensed professionals on the Design (Architects, Engineers, other Consultants) or Construction (Contractors, Subcontractors) teams, their agents or employees, or other persons performing any work on the Project.



Governing Law

This contract shall be governed by the laws of the State of New Jersey.

* * *

If the preceding terms are acceptable to you, please sign and return a copy to us as a record of our agreement. We would like to conclude an agreement as soon as possible.

Very truly yours,

Stages Consultants, LLC.



Alec Stoll

Damian Doria

Client

Name (Please Print): _____
(For Pentangle Arts)

Approved: _____ Date: _____
(Signature)



EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **EVA DOUZINAS VESON, Trustee of FROST MILLS NOMINEE TRUST under Declaration of Trust dated April 23, 2013**, of Boston, in the County of Suffolk and Commonwealth of Massachusetts Grantor, in the consideration of One Dollar and other good and valuable consideration paid to her full satisfaction by **THE WOODSTOCK RESORT CORPORATION**, a Vermont corporation with a place of business in Woodstock, in the County of Windsor and State of Vermont, Grantee, by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, and its successors and assigns forever, an easement affecting lands in Woodstock in the County of Windsor and State of Vermont, described as follows, viz:

A non-exclusive easement and right-of-way to be used in common with the Grantor, her heirs, successors and assigns, and others, for ingress to and egress from the Grantee's property located at 8 Pleasant Street, Woodstock, Vermont.

Said right-of-way shall be located in the area identified as "Benson Place", commencing at the intersection of Benson Place with Pleasant Street and otherwise as shown on that certain plan entitled "Lot Merger and Lot Line Adjustment Plan, The Woodstock Resort Corporation, '45 Elm Street & Benson Place', In Woodstock, Windsor County, Vermont," prepared by Bruno Associates Inc., P.C., and dated 8/3/07, and recorded in the Woodstock Land Records on September 19, 2007 at Map Slide #171, to which plan reference should be had for a more particular description of the right-of-way.

Grantor hereby covenants and agrees to perform initial repairs to the surface of the roadway now known as Benson Place as soon as reasonably possible following the execution of this Easement Deed. Thereafter, it shall be a condition of this easement that the Grantee and its successors and assigns shall contribute one half of the costs to repair and maintain the roadway, including, without limitation, the costs of grading, filling potholes, and resurfacing, as needed to keep the road in safe condition, and the costs of plowing, salting and sanding the roadway in the winter. Grantor will provide invoices to Grantee for the costs of such work, and Grantee shall promptly reimburse Grantor for Grantee's share of the costs. Grantee agrees that Grantor shall have the right to change the name of Benson Place subject to any required municipal approvals.

This easement shall run with the lands to the benefit of the lands of the Grantee and to the burden of the lands of the Grantor.

The property of the Grantee to be benefitted hereby was vested in Woodstock Resort Corporation by virtue of a Certificate of Merger between Eagle Properties, Inc. and Woodstock Resort Corporation dated June 8, 2000 and recorded at Book 143, Page 456 of the Woodstock Land Records.

Meaning and intending to convey hereby an easement affecting a portion of the lands and premises conveyed to Frost Mills Nominee Trust by Deed of the Town of Woodstock dated _____ and recorded at Book ___, Page ___ of the Woodstock Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **THE WOODSTOCK RESORT CORPORATION**, and its successors and assigns, to their own use and behoof forever; and the Grantor, **EVA DOUZINAS VESON, Trustee of FROST MILLS NOMINEE TRUST under Declaration of Trust dated April 23, 2013**, for herself and her successors and assigns, does covenant with the said Grantee, **THE WOODSTOCK RESORT CORPORATION**, and its successors and assigns, that until the ensealing of these presents she is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as otherwise stated above; and she hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as otherwise specified above.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this _____ day of _____, 2021.

**FROST MILLS NOMINEE TRUST
under Declaration of Trust dated April
23, 2013**

Eva Douzinas Veson, Trustee

STATE OF _____
COUNTY OF _____, SS.

At _____, in said county, on this _____ day of _____, 2021, personally appeared Eva Douzinas Veson, as the Trustee of Frost Mills Nominee Trust, under Declaration of Trust dated April 23, 2013, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and free act and deed of Frost Mills Nominee Trust.

Before me, _____
Notary Public

My Commission Expires:

**TOWN OF WOODSTOCK, VERMONT
DECISION AND ORDER OF THE SELECTBOARD
UPON REQUEST FOR DISCONTINUANCE**

This matter came for hearing before the Town of Woodstock Selectboard on its own motion to consider discontinuance of Town Highway 402, known as Benson Place.

Notice of the discontinuance hearing was published in the [Newspaper of record] on _____. Notice was also sent by certified mail to persons owning or interested in lands through which the road abuts on [Date sent], including: _____.

On _____, the Selectboard conducted a site visit and examined the premises of Town Highway 402, known as Benson Place, followed by a public hearing at the Woodstock Town Office. Present at the site visit and at the public hearing were Selectboard Members _____. Also present were Town Officials _____, _____ as well as property owners _____. The entirety of Town Highway 402, known as Benson Place, is being discontinued, commencing at the intersection of Benson Place with Pleasant Street and terminating at its terminus approximately .05 miles to the northeast.

Based on the evidence presented at the site visit, the testimony at the hearing and pursuant to 19 V.S.A. § 710, the Selectboard hereby determines that the public good, necessity and convenience requires that the above-referenced Town Highway 402, known as Benson Place, be discontinued in its entirety.

Any person interested who objects to this decision may appeal pursuant to 19 V.S.A. § 740 and Rule 74 of the Vermont Rules of Civil Procedure to the Vermont Superior Court, Chittenden Unit, Civil Division within 30 days of the recording of this order.

Dated at Woodstock, Vermont this ____ day of _____, 2020.

WOODSTOCK SELECTBOARD

Mary Riley, Chair

Raymond Bourgeois, Vice -Chair

John Doten, Jr.

Joe Swanson

Keri Cole

In a nutshell, the energy savings and efficiency systems incorporated into the new EMS building are going to save, per year:

- 8,215 gallons of propane (an 81% savings)
- 2255 kWh of electricity
- 528 MMBTU (total energy savings = a 57% reduction)
- 30,051 lb of carbon emissions
- \$9,870 per year (overall monetary savings)

The only reason that the \$9,870 figure isn't higher is because the energy systems built into the new EMS building are electrical-based, rather than carbon fuels-based. This increases the cost of electricity.

The good news is that, when the EMS building has its own solar array generating electricity, and considering the discount that would be extended for purchasing that electricity, the \$9,870 overall annual cost savings will increase significantly as soon as the solar array is operational. If the town then buys the array outright after 5 years, at that point the outright energy savings will increase even more significantly as the building will be generating its own electricity at no cost beyond maintaining the array.

And as I outlined in my previous email, all of this supports the Town's goals of reducing overall energy consumption, gradually increasing reliance on renewables, and reducing carbon emissions—all of which are mandated in Woodstock's Enhance Energy Plan and Climate Emergency Resolution. (both attached)

**Town of Woodstock
Select Board
Meeting
April 20, 2021
6:00 pm
Zoom
Draft Minutes**

Draft minutes are subject to approval.

Present: Chair Mary Riley, Ray Bourgeois, John Doten, Keri Cole, Joe Swanson, William Kerbin, Nikki Nourse, Jill Rose, Jill Davies, Susan Ford, Dave Brown, Patrick Fultz, Wendy Spector, Bill Corson, John Hemmelgam, Jeffrey Kahn, Antonia Richie, Isabelle Chicoine, Anne Peyton, Karim Houry, Alita Wilson, Neal Leitner, Jon Spector, Beth Finlayson, Sally Miller, Linda Machalaba, Tom Ayres, Zoie Parent, Fire Chief David Green, Jenevra Wetmore

A. Call to order

1. Chair Riley called to order the Select Board meeting of April 20, 2021 at 7:01 pm.

B. Additions to & deletions from the posted agenda

1. Addition – Declaration of Inclusion

C. Citizen comments

1. Ms. Ford stated that she has a complaint about the roads. She lives on Long Hill Road. Last Friday they got a foot of snow up there and it did not appear as if anyone from the Town checked on the road. It was very dangerous. There are also a series of speed bumps. You cannot go more than 5 mph. The road is bad.
 - a. Chair Riley stated that if there is ever an issue you can call the Manager's Office or the Highway Department.
 - b. Mr. Kerbin stated that he needs to work with Ken Vandenburg. He is not sure what happened there. He will discuss that with Mr. Vandenburg. He apologized.
 - c. Mr. Bourgeois stated that he does not understand why the Highway Department was not out.
 - d. Mr. Kerbin stated that he will find out. They need to work on a better plan.
 - e. Ms. Parent stated that she lives on Mecawee Road. They had over 12 inches of snow. The Town did come up for them but what they did, did not help.
2. Mr. Houry stated that he would like to start a committee in the next two to three weeks. He would like to ask for volunteers. The South Woodstock Wastewater Treatment Plant is a very large amount of money. He would like a committee to discuss how that cost should be covered. This way citizens can come together and talk. They would then propose an idea to the Select Board.
 - a. Chair Riley stated that a study committee would be order in here.
 - b. Mr. Houry stated that he will be in touch with Mr. Kerbin.
 - c. Ms. Ford stated that she is willing to volunteer to be the South Woodstock, non-sewer person on the committee.

D. Manager's report

1. General report

- a. Mr. Kerbin stated that he has learned that our Town and Village allocations from the American Recovery Plan should be coming to us in late May and early June. They have an ad in the paper for a part-time general laborer. The South Woodstock Wastewater Treatment Plan bid opening is tentatively set for May. He reminded everyone that the deadline for agenda items is Wednesday at noon prior to the Select Board meeting. The Route 4 paving project should begin next week on April 25th. Any businesses interested in some help; the Village Downtown Designation Center of tax credit program is open now.

2. Financial report

- a. Chair Riley stated that it seems that percentage wise the Town is close to where they need to be. She asked if the start day for the paving project changes to please let people know.

E. Permits

1. Overweight truck permits

- a. Borderline Trucking LLC
- b. S.D. Ireland
- c. Camp Precast Concrete Products Inc
- d. Stearns Septic Service
- e. Stacey Thomson Properties LP
- f. Pike Industries
- g. Limlaw Chipping & Land Clearing Inc
- h. Turks Auto Body Inc
- i. Hutch Crane & Pump Rental Corporation
- j. Eastern Propane & Oil
- k. Junction Fuels
- l. Cota & Cota Inc
- m. Romano Trucking Inc
- n. W.B. & R.L. Martin Inc – Martin's Quarry
- o. Theodore Earle – Earle & Company Concrete
- p. Fornwalt Excavation LLC
- q. Norman E Martin II

Motion: by Mr. Doten to approve the overweight truck permits for Borderline Trucking LLC, S.D. Ireland, Camp Precast Concrete Products Inc, Stearns Septic Service, Stacey Thomson Properties LP, Pike Industries, Limlaw Chipping & Land Clearing Inc, Turks Auto Body Inc, Hutch Crane & Pump Rental Corporation, Eastern Propane & Oil, Junction Fuels, Cota & Cota Inc, Romano Trucking Inc, W.B. & R. L. Martin Inc, Theodore Earle, Fornwalt Excavation LLC, and Norman E Martin II as submitted.

Seconded: by Mr. Swanson.

Discussion: none.

Vote: 5-0-0, passed.

2. Liquor license renewals

- a. NMB LLC – Soulfully Good Café
- b. Woodstock Pizza Chef Inc
- c. Mandolin Corp – Daily Catch

Motion: by Ms. Cole to approve the liquor license renewals for NMB LLC, Woodstock Pizza Chef Inc, and Mandolin Corp as submitted.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

F. New business

1. Green Mountain Horse Association trails

- a. Chair Riley stated that this is for the approval of use of trails for trail rides GMHA holds in the summer and fall. GMHA has agreed that they will do their part in notifying the public of rides. They are very respectful of the Town and landowner properties.

Motion: by Mr. Doten to approve the use of the trail listed for Green Mountain Horse Association.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 5-0-0, passed.

2. Resolution to appoint representatives to the governing board of the East Central Vermont Telecommunications District

- a. Chair Riley stated that this is for EC Fiber. David Brown has served as the Town's representative off and on for many years. They would like the Select Board to sign a resolution to reappoint the representatives.

Motion: by Mr. Doten to reappoint David Brown as the representative the governing board of the East Central Vermont Telecommunications District, with the first alternate being Daniel Orcutt, and the second alternate being Alex Rozek.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 5-0-0, passed.

3. Town Hall Rejuvenation update

- a. Chair Riley shared a letter (included in minutes)
- b. Ms. Spector shared a presentation (included in minutes).
- c. Mr. Spector stated that 2½ years ago they held a series of meetings. The entire community was invited, and they discussed what people wanted for Town Hall.

Motion: by Mr. Bourgeois to approve moving forward with the Town Hall Rejuvenation project to develop concerns, to consolidate Town offices, and replace the stage section of Pentangle.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 5-0-0, passed.

- d. Chair Riley stated that they need to consider hiring an Owner's Rep and a Theater Consultant. This is very important.

Motion: by Ms. Cole to approve the hiring of an Owner's Rep to oversee the project for the Town.

Seconded: by Mr. Bourgeois.

Discussion: Chair Riley stated that this is highly recommended because the Town Hall serves many different functions. This individual will work closely with Mr. Kerbin and any other person contracted to do work. They will make recommendations to the Select Board. There is no contract now. This individual will not be hired until August.

Ms. Spector stated that they are bringing it up now because they are interviewing people. They want to have someone lined up. This individual will start with one hour a week and be working as needed. Later in the project, they will be more involved. The project is paying for this position.

Chair Riley stated that the total would be \$85,000 for The Owner's Rep salary for the length of the project. The Select Board will have to approve the contract.

Vote: 4-0-1, passed. Chair Riley for, Mr. Bourgeois for, Ms. Cole for, Mr. Swanson for, Mr. Doten abstained.

- e. Chair Riley stated that they now need to discuss the hiring of a Theater Consultant. They have not seen the contract. They are not approving the contract tonight. Black River Design has acknowledged and recognized the need of having a Theater Consultant added to the job.
- f. Mr. Spector stated that the risks of this position are solely with the donors. Donors have funded all of this. The Town is not on the hook for the money. They want the Select Board to be involved and in the loop. He wants to reassure people it is not coming from taxpayers.
- g. Chair Riley stated that they will be meeting again on May 4th at 10:00 am. She hopes to see the contract soon.
- h. Ms. Spector stated that it would be useful for the Select Board to just approve the idea of hiring a Theater Consultant.
- i. Chair Riley would support that. She recognizes the importance of that position.

Motion: by Ms. Cole to approve the hiring of a Theater Consultant for the Town Hall Rejuvenation Project.

Seconded: by Mr. Swanson.

Discussion: none.

Vote: 5-0-0, passed.

4. Public Hearing – Town of Woodstock Comprehensive Plan – Education Chapter

- a. Ms. Miller stated that they need to have two public hearings to discuss this. The Town Plan is an ongoing document. In September 2019, they redid the energy chapter. They have not done any large changes since 2016. The Planning Commission realized that the Education Chapter was out of date. They presented a revision a year and a half ago. Since that time, things at the school have gotten better. The plan is forward looking. The Action Plan has four goals. They engaged the new School Board, and they were very helpful. They changed the direction of the Chapter.
- b. Mr. Leitner stated that there will be one additional edit to this chapter. The word modified will need to be taken out. It is now the Windsor Central Unified Union School District

5. Adoption of 2021 Local Emergency Management Plan

- a. Chair Riley stated that the Select Board signs this annually. This was prepared with TRORC. There was one phone number that needed to be changed.
- b. Ms. Cole thinks that this looks good.

Motion: by Mr. bourgeois to adopt the 2021 Local Emergency Management Plan

Seconded: by Mr. Swanson.

Discussion: none.

Vote:5-0-0, passed.

6. Review of Fire Ordinance

- a. Chief Green stated that this ordinance is a memorandum of understanding with the State Fire Marshall's Office that would give the Woodstock Fire Department full control of all building inspections that the State does currently. The State Fire Marshall would only assist as needed. This includes a liquor license safety inspection. This makes sure sprinkler systems are updated and fire alarms are working, etc. This also would help make sure short term rental regulations are being followed.
- b. Ms. Wetmore stated that she is concerned with the fee associated with the inspections. Given the Town's energy goals, she does not want to turn people away from getting solar panels.
- c. Chief Green stated that this fee is additional insurance that you are getting what you paid for.
- d. Mr. Caduto stated that he thinks that the Town should encourage less use of fossil fuel. He would like the Town to consider a nominal fee of \$10.
- e. Ms. Cole stated that she agrees with making the fee less.
- f. Chief Green stated that it is eight hours' worth of work per solar installation. This equates to about \$20 per hour. He does think this seems unreasonable.
- g. Chair Riley stated that they did increase some fees for zoning permits last month.
- h. Chief Green stated that he has done a lot of solar field inspections. When contractors know there is no inspection coming, they cut corners. He has seen it many times.
- i. Mr. Fultz stated that he has looked at putting solar on his hotel. \$150 is pennies in comparison to the cost of solar panels. He suggested maybe doing a fundraising effort to help people with inspection costs.
- j. Mr. Bourgeois suggesting tabling this.
- k. Mr. Houry suggested charging up to \$150. Charge people by the hour.
- l. Chair Riley stated that she thinks they should set one fee or two fees.
- m. Chief Green stated that right now you need a zoning permit to get a short term rental. This ordinance would put eyes out in the field to check on these buildings.

Motion: by Mr. Bourgeois to table the review of Fire Ordinance until the Select Board's next meeting.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 5-0-0, tabled.

7. Approval of South Woodstock Wastewater Treatment Facility Loans Documents

Motion: by Chair Riley to approve the South Woodstock Wastewater Treatment Facility Documents.

Seconded: by Mr. Bourgeois.

Discussion: none.

Vote: 5-0-0, passed.

8. Reappointment of Bill Dagger as Town Agent

Motion: by Mr. Swanson to reappoint Bill Dagger as Town Agent.

Seconded: by Mr. Doten.

Discussion: Chair Riley stated that this year petitions for Town Meeting were not necessary but there was a form that needed to be signed but those interested in running for a position. Mr. Dagger did not realize this.

Vote: 5-0-0, passed.

9. Award of Paving Project

- a. Chair Riley stated that this is for 2021.
- b. Mr. Doten stated that Blaktop is giving the Town a good price for the paving job and they always do a good job.

Motion: by Mr. Doten to award the 2021 paving project to Blaktop Paving for \$71.75 per ton with the total price being \$176,935.50.

Seconded: by Mr. Bourgeois.

Discussion: Mr. Kerbin stated that this project should not have any conflict with the State road project.

Vote: 5-0-0, passed.

10. Request from Green Mountain Power to install poles on College Hill Road

- a. Mr. Doten recommended the Select Board go out and look at this with a representative from Green Mountain Power.
- b. Chair Riley stated that this is on Church Hill Road. She will talk to Mike Christian from GMP on Friday.

11. Doten Way

- a. Mr. Doten stated that he has talked with his neighbors about this. They would like to keep their house numbers the same. Mrs. McGee said she is on Barberry Hill and not Doten Way. He would like Chief Green to talk to her. He recommends that they table this.
- b. Chief Green stated that they are bound by E-911 law. They must change house numbers based on mileage. He will talk to the McGee's, but they will most likely be on the new road. The owner of the new property said he had talked with the neighbors and that no one had any concerns. He will follow up with everyone.

G. Other business – none

H. Board of Sewer Commissioners

1. Sewer permit – Berge – Pleasant Street

- a. Mr. Berge stated that this is for a new building behind Angkor Wok restaurant. There will be a two unit apartment about a garage and office for himself. There will be two, two bedroom apartments. The office has himself and one parttime employee.

Motion: by Ms. Cole to approve the sewer permit for Pleasant Street as submitted by Les Berge.

Seconded: by Mr. Bourgeois.

Discussion: none.

Vote: 5-0-0, passed.

I. Approval of minutes

- 1. 3/15/21 meeting minutes**
- 2. 3/29/21 special meeting minutes**

Motion: by Ms. Cole to approve the meeting minutes for 3/15/21 and the special meeting minutes for 3/29/21 as submitted.

Seconded: by Mr. Bourgeois.

Discussion: none.

Vote: 5-0-0, passed.

J. Adjournment

Motion: by Ms. Cole to adjourn the meeting at 8:25 pm.

Seconded: by Mr. Swanson.

Discussion: none.

Vote: 5-0-0, passed.

*Respectfully submitted,
Nikki Nourse*

Town of Woodstock
Select Board
Special Meeting
April 23, 2021
11:00 am
Zoom
Minutes

Draft minutes are subject to approval.

Present: Chair Mary Riley, Ray Bourgeois, John Doten, Keri Cole, Joe Swanson, William Kerbin, Nikki Nourse, Jill Davies, Fire Chief David Green, Zoie Parent.

A. Call to order

1. Chair Riley called the Special Select Board meeting of April 23, 2021 to order at 11:07 am.

B. Repayment of special construction loan for Emergency Services Building

1. Chair Riley stated that the purpose of this meeting is to retire the debt of a construction loan from Mascoma Bank for \$300,000. The plan was to borrow this money until the Bond documents were approved. The loan was approved on April 24, 2020 for the early work for the ESB.

Motion: by Mr. Bourgeois to make final payment of a construction loan from Mascoma Bank in the amount of \$300,000, with the remaining amount of \$141,903.68 issued on April 24, 2021, and furthermore, authorize bond proceeds from a bond issued from the Vermont Bond Bank for the Emergency Services Building project to cover these expenses.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

C. Other business

D. Adjournment

Motion: by Mr. Doten to adjourn the meeting at 11:11 am.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 5-0-0, passed.

*Respectfully submitted,
Nikki Nourse*