

Town of Woodstock  
Select Board  
November 16, 2021  
6:00 pm  
Meeting  
Town Hall & Zoom  
Agenda

- A. Call to order
- B. Meeting protocols
- C. Additions to and deletions from the posted agenda
- D. Citizens comments
- E. Manager's report
  - 1. General report
  - 2. Financial report
- F. New business
  - 1. 2021 Errors & Omissions to the Grand List
  - 2. Discussion of salt bid
  - 3. South Woodstock Wastewater Treatment Plant update
  - 4. Discussion concerning next steps for Local Cannabis Commission
- G. Other business
- H. Approval of minutes
  - 1. 10/29/21 special minutes
  - 2. 11/2/21 minutes
- I. Adjournment

This Meeting will be held in person at Town Hall or by Zoom.

The link to join us by Zoom is:

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEEoMzJaMlBKeHJPUjB6QTog>

or from [zoom.us](https://zoom.us) you can enter these details to join the meeting

Meeting ID: 847-8240-6503

Password: 247624

You can also download the Zoom app on your smartphone

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

Phone number: 646 558 8656

Meeting ID: 847-8240-6503

Password: 247624



Woodstock, Vermont *The Shire Town of Windsor County*

TOWN-VILLAGE MANAGER GOVERNMENT

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

July 30, 2021

TO: Woodstock Selectboard

FROM: Woodstock Board of Listers

RE: Errors and Omission to 2021 Lodged Grand List

The Listers need to make a correction to the 2021 Lodged Grand List.

After we had lodged the Grand List we discovered that parcel ID 32.03.14.032, assessment of \$6,300.00, owned by Ryan and Desree Townsend, 7 Park View Way, Woodstock, Vt. Mobile home unit was moved to Bridgewater, VT from the mobile home park in June, 2020.

This correction needs to be made to the 2021 Lodged Grand List. This correction appears to be a missed collection error that was not caught during the review process.

Thank you for your consideration.

Sincerely,

*Kathy Avellino*  
Kathy Avellino

*Carol M. Wood*  
Carol M. Wood

*Trena Tolliver*  
Trena Tolliver

Approval

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_





Salt, Road Safety  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

Friday, October 15, 2021

Billing Information		Shipping Information	*Contact Information	
Account Number	1500012364	1500012364	Attn:	VALUED CUSTOMER
Name	WOODSTOCK TOWN VT PLEASANT ST	WOODSTOCK TOWN OF VT D4	Title	
Address 1	PO BOX 488	2576 W WOODSTOCK RD	Phone	
P O Box			Fax	
City State Zip	WOODSTOCK, VT 05091-1126	WOODSTOCK, VT 05091-1126	Mobile	
County	WINDSOR		e-mail	
<b>*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.</b>				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2021/2022 season.

**Price Basis Per Ton**

Product	DELIVERY	Estimated Tons	Terminal
CLEARLANE® DEICER ENHNCD BULK	\$81.94	1025	SHELBURNE VT US CDT 1001
<b>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</b>			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

**TERMS AND CONDITIONS –**

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from October 15, 2021 through April 30, 2022. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2021, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
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- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

<b>Payment Terms</b>	NET 30	<b>Credit Limit</b>	N/A
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*Payment terms & credit limits are subject to change.*

**Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.**

<b>Cargill, Incorporated          Salt, Road Safety</b>  Sara Cope Senior Sales Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



Deicing Technology Business  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

<b>Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.</b>				
<b>Billing Information</b>			<b>Shipping Information</b>	
<b>Name:</b>				
<b>DBA (if applicable)</b>				
<b>Address 1</b>				
<b>Address 2</b>				
<b>City State Zip</b>				
<b>County</b>				
<b>Attn:</b>				
<b>Phone</b>		<b>Fax</b>		<b>e-mail:</b>

<b>TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES</b>	
<p>1. <b>TERMS TO GOVERN.</b> The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. <b>TITLE/RISK OF LOSS.</b> Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. <b>PAYMENT AND CREDIT TERMS.</b> Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. <b>WARRANTY AND LIMITATION OF LIABILITY.</b> Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. <b>EXCLUSIVE REMEDY.</b> If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. <b>FORCE MAJEURE.</b> Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p>	<p>7. <b>INCREASES.</b> Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. <b>DELIVERY.</b> Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. <b>TERMINATION.</b> If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. <b>TAXES.</b> Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. <b>ASSIGNMENT.</b> The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. <b>FORWARD CONTRACT.</b> The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. <b>CONTRACT AMBIGUITIES.</b> The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>



Salt, Road Safety  
24950 Country Club Blvd, Suite 450  
North Olmsted, OH 44070

Friday, October 15, 2021

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Address 1	PO BOX 488	2576 W WOODSTOCK RD	Phone	
P O Box			Fax	
City State Zip	WOODSTOCK, VT 05091-1126	WOODSTOCK, VT 05091-1126	Mobile	
County	WINDSOR		e-mail	
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Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2021/2022 season.

**Price Basis Per Ton**

Product	DELIVERY	Estimated Tons	Terminal
100011135 - BULK DEICING SALT	\$73.94	700	WHITE RIVER JCT US CDT
<b>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</b>			

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<b>Payment Terms</b>	NET 30	<b>Credit Limit</b>	N/A
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**Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.**

<b>Cargill, Incorporated</b> <b>Salt, Road Safety</b>  Sara Cope Senior Sales Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



Deicing Technology Business  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

<b>Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.</b>				
<b>Billing Information</b>			<b>Shipping Information</b>	
<b>Name:</b>				
<b>DBA (if applicable)</b>				
<b>Address 1</b>				
<b>Address 2</b>				
<b>City State Zip</b>				
<b>County</b>				
<b>Attn:</b>				
<b>Phone</b>		<b>Fax</b>		<b>e-mail:</b>

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As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>

Town of Woodstock  
Select Board  
October 29, 2021  
12:00 pm  
Town Hall & Zoom  
Minutes

Draft minutes are subject to approval.

Present: Chair Mary Riley, Ray Bourgeois, Keri Cole, Joe Swanson, William Kerbin, Nikki Nourse, Karim Houry, Beth Finlayson, Jeffrey Kahn, Police Chief Robbie Blish, Fire Chief David Green

A. Call to order

1. Chair Riley called the Select Board meeting of October 29, 2021 to order at 12:00 pm.

B. Additions to & deletions from the posted agenda – none

C. New business

1. 2021 ambulance purchase – loan option of \$78,000

a. Chair Riley stated that there is \$78,000 that they do not have in capital reserve but that is still owed on the new ambulance. They have to decide how to pay this. There are two options. They can take out a loan or use the Rockefeller Funds that were withdrawn earlier this year.

b. Chief Green provided loan rates.

Motion: by Mr. Bourgeois to use the funds that were withdrawn from the Rockefeller fund to pay the remainder on the new ambulance.

Seconded: by Ms. Cole.

Discussion: Mr. Swanson believes they should go with the loan and put the withdrawn funds back in to the Rockefeller Endowment Fund.

Vote: 3-1-0, passed. (Chair Riley for, Mr. Bourgeois for, Ms. Cole for, Mr. Swanson against)

Motion: by Mr. Bourgeois to use the funds that were withdrawn on the Town Highway Truck that was approved in September.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 3-1-0, passed. (Chair Riley for, Mr. Bourgeois for, Ms. Cole for, Mr. Swanson against)

2. FY22/23 ambulance rates – per capita contract fees

Motion: by Mr. Bourgeois to approve keeping the per capita contract fees for ambulance the same as last year at \$70.00 for the towns of Bridgewater, Pomfret, Reading and Plymouth, and \$45.16 for Hartland.

Seconded: by Ms. Cole.

Discussion: none.

Vote: 4-0-0, passed.

D. Other business – none.

E. Adjournment

Motion: by Mr. Bourgeois to adjourn the meeting at 12:29 pm.

Seconded: by Ms. Cole.

Discussion: none.



Vote: 4-0-0, passed.

*Respectfully submitted,  
Nikki Nourse*

Town of Woodstock  
Select Board  
November 2, 2021  
10:00 am  
Town Hall & Zoom  
Minutes

Draft minutes are subject to approval.

Present: Chair Mary Riley, Ray Bourgeois, John Doten, Ray Bourgeois, Joe Swanson, William Kerbin, Nikki Nourse, Zoie Parent, Ernesto Fernandez, Michael Sargent, Karim Houry, Jess Abston, Police Chief Robbie Blish, Beth Finlayson, Bill Corson

A. Call to order

1. Chair Riley called the Select Board meeting of November 2, 2021, to order at 10:00 am.

B. Meeting protocols

1. Chair Riley discussed protocols.

C. Additions to & deletions from posted agenda – none.

D. Citizens comments – none.

E. Manager's report

1. General report

- a. Mr. Kerbin shared that he is almost complete with budget discussions. He should have the first draft of the budget soon.

F. Permits

1. Liquor licenses

- a. Farmhouse Pottery

- i. Chair Riley stated that this is in West Woodstock. They are going to be selling wine and possibly beer at their flagship store. The owner of the business is James Zilian.

Motion: by Ms. Cole to approve the liquor license for Farmhouse Pottery as submitted.

Seconded: by Mr. Swanson.

Discussion: none.

Vote: 5-0-0, passed.

- b. Matthew Lombard – Decant Wine Shop

Motion: by Ms. Cole to approve the liquor license for Matthew Lombard doing business as Decant Wine Shop as submitted.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

G. New business

1. Cannabis Committee report

- a. Mr. Houry stated that the Committee has a couple of recommendations for the Select Board. These are the same ones that were placed in front of the Village. The Village approved the fact that they would like to put on the ballot for March to let the residents and voters of the Village decide whether they would

like to see retail cannabis sold in the Village. There would be applicable zoning rules. The Committee also recommended creating a local Cannabis Control Commission which is strongly recommend by Act 164, which is the law that states that starting October 2022 the retail sale of cannabis becomes legal in Vermont. He recommends that a Commission is formed prior to a vote. The Commission could then start to flush out zoning rules and proposed high-level regulations around how this would operate.

Motion: by Mr. Bourgeois to approve placing the sale of Cannabis in the Town on the March 2022 ballot.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

2. 2021 Errors & Omissions to the Grand List – TABLED.

3. Snowmobile trail on Curtis Hollow

Motion: by Mr. Doten to approve the relocation of the snowmobile in West Woodstock on Curtis Hollow Road.

Seconded: by Mr. Bourgeois.

Discussion: none.

Vote: 5-0-0, passed.

H. Other business – none.

I. Board of Sewer Commissioners

1. Permit – Burrington – 442 Woodstock Rd 4A

a. Chair Riley stated that this is to establish a two bedroom apartment in what was formerly office space. They have the capacity. This is a general sewer connection.

Motion: by Mr. Bourgeois to approve the sewer permit for 442 Woodstock Rd 4A as submitted by Mr. Burrington.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

J. Adjournment

Motion: by Mr. Bourgeois to adjourn the meeting at 10:44 am.

Seconded: by Mr. Doten.

Discussion: none.

Vote: 5-0-0, passed.

*Respectfully submitted,  
Nikki Nourse*