



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • [thetfordvermont.us](http://thetfordvermont.us)

## Selectboard Regular Meeting and 2022 Budget Workshop\*Draft\* Agenda

### Thetford Town Offices

(w/Virtual Attendance Option)

Monday, December 20<sup>th</sup>, 2021 7:00pm

To connect to Zoom via computer: <https://us02web.zoom.us/j/88122490498>

To connect via phone only: +1 (646) 558 8656 | Meeting ID: 881 2249 0498

**Note:** Selectboard meetings are in public, but not of the public. 1 V.S.A. § 312 (h) states, "At an open meeting, the public shall be given a reasonable opportunity to express its opinion on matters considered by the public body during the meeting, as long as order is maintained. Public comment shall be subject to reasonable rules established by the chairperson."

7:00pm – Call to Order

- 1) Agenda Review
- 2) Town Manager Report – Bryan Gazda
  - a) FEMA Update
  - b) Police Department Update
  - c) Other
- 3) Public Comment
- 4) 2022 Budget Workshop
  - a) Thetford Library Federation
  - b) Social Service Organizations (see below for those attending tonight's meeting)
    - i) Orange County Restorative Justice Center
    - ii) Public Health Council of the Upper Valley
    - iii) TriValley Transit
    - iv) Safeline Inc
    - v) Clara Martin Center
    - vi) Senior Solutions
  - c) Unfinished Department Reviews
- 5) Consideration of Municipal Planning Grant
- 6) Consideration of Bicycle Safety Grant
- 7) Warrants and Minutes
- 8) Adjourn



## STATE OF VERMONT GRANT AGREEMENT

## Part 1 - Grant Award Detail

## SECTION I - GENERAL GRANT INFORMATION

1 Grant #: 07110-MP-2022-Thetford-48		2 Original <input checked="" type="checkbox"/> Amendment # _____	
3 Grant Title: Town of Thetford Independent Water Systems Study			
4 Amount Previously Awarded: \$ 0.00		5 Amount Awarded This Action: \$22,000	
		6 Total Award Amount: \$22,000	
7 Award Start Date: 12/1/2021		8 Award End Date: 5/31/2023	
9 Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
10 Vendor #: 40351		11 Grantee Name: Town of Thetford	
12 Grantee Address: 3910 Rte 113, PO Box 126			
13 City: Thetford		14 State: VT	
		15 Zip Code: 05075-0126	
16 State Granting Agency: Agency of Commerce and Community Development		17 Business Unit: 07110	
18 Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		19 Match/In-Kind: \$2,200 Description: 10 % of Grant Award Required	
20 If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocations: <input type="checkbox"/> Performance Periods: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

## SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee DUNS #: 078755078		22 Indirect Rate: _____ % (Approved rate or de minimis 10%)		23 FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
24 Grantee Fiscal Year End Month (MM format): 12				25 R&D: n/a	
26 DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

## SECTION III - FUNDING ALLOCATION

## STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$22,000	\$22,000	Municipal Planning Grant Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

## FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

## Required Federal Award Information

<sup>31</sup> CFDA #	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:			<sup>40</sup> Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	22,000	22,000			

## MUNICIPAL PLANNING GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between State of Vermont **Agency of Commerce and Community Development** (hereinafter called "State" or "Agency") and the Town of Thetford with principal place of business at 3910 Rte 113, PO Box 126, Thetford, Vermont (hereinafter called "Grantee"). Grantee is not required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter and Source of Funds:** This agreements is authorized by 24 V.S.A. § 4306
3. **Award Details:** Amounts, dates, and other award details are as shown in the attached **Grant Agreement Part 1 - Grant Award Detail**. A detailed scope of work covered by this award is described in **Attachment A**.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments:** This grant consists of 14-17 pages including the following attachments that are incorporated herein:
  - Attachment A - Scope of Work to be Performed and Budget Summary
  - Attachment B - Payment Provisions
  - Attachment C - Customary State Grant Provisions
  - Attachment D - Procurement Procedures and Other Grant Requirements
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedense:
  - Agreement
  - Agreement C
  - Agreement D
  - Agreement A
  - Agreement B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Josh Hanford, Commissioner  
Department of Housing and Community Development

Name: Bryan Gazda  
Town Manager  
Town of Thetford

Attachment A  
 Work Plan and Budget  
 07110-MP-2022-Thetford-48  
 Town of Thetford

Task Name	Description of Task	Personnel				Material		
		Paid Personnel	Hours	Hourly Rate	Cost	Description	Cost	Total Cost
Task # 1 Form a Project Committee	A project committee will be established consisting of the Town Manager, representative(s) from the water companies, and a representative from the Planning Commission and Housing Committee.	Other	0	\$0	\$0			\$0
Task # 2 RFQ Development	Project Committee will hold a public meeting with stakeholders prior to the development of the RFQ for their input. Develop RFQ outlining the scope of work and advertise for services via local newspapers, VLCT website, and VT Business Registry.	Other	0	\$0	\$0	RFQ documents and fee for advertisements	\$200	\$200
Task # 3 Review RFQ Proposals	Review proposals, rate and rank proposals. Conduct interviews and make recommendation to the Selectboard.	Other	0	\$0	\$0			\$0
Task # 4 Hire Consultant	The Town of Thetford will enter into an agreement for services with consultant.	Other	0	\$0	\$0			\$0

Task # 5 Project "Kick-off" Meeting	The Project Committee and Consultant will hold their initial project meeting to review the scope of work, establish project meeting dates, milestones, and deliverables.	Consultant	3	\$137	\$411			\$411
Task # 6 Scope of Work Completion	The consultant will complete the items identified in the scope of work and report to the Town Manager on a weekly or as needed basis.	Consultant	107	\$137	\$14,659			\$14,659
Task # 7 Monthly Project Meetings	The Project Committee and Consultant will hold monthly meeting to provide project updates to track of overall progress of the project. Anticipate 6 meetings @ 2hrs per meeting.	Consultant	12	\$137	\$1,644			\$1,644
Task # 8 Project Presentation	Project Committee and Consultant to review and finalize project documents.	Consultant	46	\$137	\$6,302			\$6,302
Task # 9 Final Presentation	Project Committee and Consultant to present final project study to the Selectboard, water companies, and the public.	Consultant	8	\$137	\$1,096			\$1,096
Task # 10 Project Closeout	Town Manager to submit grant closeout documents.	Other	0	\$0	\$0			\$0

Totals		\$24,112	\$200	\$24,312
--------	--	----------	-------	----------

---

Total Project Cost:	\$24,312
State Funds - Grant Amount Requested:	\$22,000
Total Match Funds	\$2,312
Minimum Required Match Funds:	\$2,200
(10% of State Grant Funds)	
Additional Match Funds:	\$112

**Attachment B**  
**PAYMENT PROVISIONS**

**PAYMENT PROVISIONS AND REPORTING REQUIREMENTS**

Upon execution of this Agreement and the Department's receipt of a submitted Requisition, the Department shall authorize 40% of the Grant Award to be released to the Grantee. A progress report included with a second Requisition is due by August 31, 2022. Upon review and approval of the progress report, the Department shall release an additional 30% of the Grant Award provided that the progress report reflects adequate progress towards completion. The final 30% of the Grant Agreement is a reimbursement for final expenses incurred by May 31, 2023, and is subject to the Grantee's expenditure of any required Match Funds set forth in Attachment A. The Grant Award and Match Funds, identified in Attachment A may be proportionately reduced if the Total Project Costs are not fully expended.

All costs for which reimbursement is requested must comply with Attachment A and be incurred during the Period of Performance.

The Grantee shall submit, no later than June 30, 2023, grant closeout documentation which shall include the following:

- a. Final Report, the report shall be written on a form provided by the Department, via GEARS, the online grants management system.
- b. Final Product, copies of any final products outlined in Attachment A. The final product must include evidence that the Municipal Planning Grant program, administered by the Department of Housing and Community Development, is credited for funding on the product itself.
- c. Financial Documentation, including a summary ledger to accurately maintain financial records throughout the grant period; and
  - i. Copies of all invoices and receipts for all project expenditures, including match funds; and one of the following:
  - ii. Copies of all canceled checks, or
  - iii. A detailed transaction report which includes, date, recipient, check numbers, amount, and the report must be signed and certified by the Treasurer as true and accurate.
  - iv. Canceled checks or detailed transaction report must demonstrate that all invoices have been paid by the municipality.
- d. If GIS work was done with grant funds, and if new data layers were created, please confer with the consultant and have them submit the new data layers via the GIS Data Submission Online Intake (<https://vcgi.vermont.gov/data-and-programs/share-map-data#GISForms>)

Upon agreement between the Department and the Grantee that the final report and activities have been completed satisfactorily, the Department shall authorize the release of the final 30% of the Grant Award.

All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to progress reports and other proofs of work.

[END OF ATTACHMENT B]



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
Revised December 15, 2017**

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third

party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

- \$1,000,000 Products/Completed Operations Aggregate

- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its

employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may

cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter 1, Chapter 2, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part 200, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part 200, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a

State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**TT CHMENT D  
PROCUREMENT PROCEDURES  
ND  
OTHER GR NT REQUIREMENTS**

**I. Procurement Procedures**

**. Background:**

Municipal planning grants are state funds granted to municipalities. Procedures for spending these funds should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use its established procurement procedures provided they are at least equivalent to the standards set forth below.

**B. Methods of Procurement:**

1. Contracts up to and including \$10,000 - the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.
2. Contracts for more than \$10,000 - Competitive Selection: An RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant. Grantee may also solicit bids from potential contractors directly.
  - a. Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the project.
  - b. RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the successful bidder, and all significant evaluation criteria, including their relative importance in the selection process.
  - c. The Grantee shall document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be maintained in Grantee's official records.
  - d. The award shall be awarded to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other factors identified by the Grantee.
3. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:
  - a. The item or service is available only from a single source.
  - b. Public emergency or urgent need for the service or item does not allow time for a competitive selection process.
  - c. After solicitation of a number of sources, competition is determined

inadequate.

The Grantee must maintain in its files a thorough explanation of why non-competitive procurement is appropriate under the circumstances.

In no event shall any contract greater than \$10,000 be sole sourced without prior written approval from the Department.

4. Other Methods of Selection: Additional innovative procurement methods may be used by Grantee with the prior written approval of the Department.
5. Negotiations with Potential Contractors: The Grantee may select the winning bidder based on the responses to the RFP/RFQ, and then negotiate final terms of the contract with that entity.

**C. Exceptions to Procurement Requirements:**

1. Use of the regional planning commission (RPC) as agent (for rural towns and consortium projects only): If the Grantee is a rural town as defined in Vermont Statutes Title 24 section 4303 (25), or is a consortium of two or more municipalities, Grantee need not engage in competitive procurement procedures to work with the RPC, subject to the following:
  - a. The Grantee must identify the RPC as its agent for carrying out the provisions of this Agreement. As such, the RPC will be responsible for grant reporting and other administration associated with the grant. The Grantee will remain responsible for writing checks, and other fiscal agent tasks.
  - b. The RPC must document and justify its charges. All charges must be in accord with local standards for similar work.
  - c. Any contracts awarded by the RPC to other contractors or suppliers in connection with this Agreement must follow these procurement standards and must incorporate the contract provisions contained in Sections E and F, below.
2. Use of Contractor selected in competitive process at an earlier stage: If the Grantee engaged in a competitive procurement process as part of developing its Grant Application, and selected a contractor at that time, there is no requirement to re-open the selection process, provided that the scope of work remains substantially similar to what was in the Contractor's proposal.
3. Use of same architect, engineer, or other professional at different stages of the same project. If the Grantee is satisfied with the qualifications and performance of the architect, engineer or other professional who was awarded and performed some work in connection with the grant, it may offer that firm or individual additional work under the grant agreement without going through the competitive selection process.
4. If the Grantee utilized the services of a consultant to prepare its grant application, but did not go through a competitive process to select that consultant, the Town must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.
5. Waiver: Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests of the State are served by such waiver.



#### **D. Conflict of Interest:**

Conflict of interest is defined as "a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person's immediate family or household, or of a business associate of such a person, in the selection of a vendor of goods and/or services under this grant."

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance, as well as the reality of, conflict of interest with respect to its procurement of goods and services using these grant funds, and consult the Department when questions arise.

#### **E. Contract Requirements:**

1. For personal services up to and including \$1,000, a written contract is not required although it is recommended. Any written contract should address the issues outlined below

2. Form of contract for personal services over \$1,000:

- a. A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee's legislative body is required. The contract must identify: the parties, the subject matter, the scope of work, the maximum amount to be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, and controlling law. See model personal services contract at

<http://accd.vermont.gov/sites/accdnew/files/documents/CD/CPR/MPG/CPR-MPG-Sample-Contract.doc>

- b. The contract shall include the basis for the total cost or contract price, an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.
- c. Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.
- d. All relevant products must be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

#### **F. Standard State Requirements of Bidders:**

Grantees must ensure the following requirements are met by those awarded a contract and are explicitly included in any such contract:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be

maintained by the Grantee. If any litigation claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, including any period for filing an appeal. The Grantee and the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

2. The Contractor certifies under the pains and penalties of perjury that he or she is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Contractor signs this contract.
3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.
4. The Contractor agrees to comply with the requirements of Title 21 of the Vermont Statutes, sections 495-496, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.
5. The Contractor states that as of the date the contract is signed, he/she:
  - a. Is not under any obligation to pay child support; or
  - b. Is under such an obligation and is in good standing with respect to that obligation; or
  - d. Has agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

## **II. Press and Public Communication**

If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development.

## **III. GIS Work**

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the GIS Data Submission Online Intake (<http://vcgi.vermont.gov/data-and-programs/share-map-data#GISForms>) as part of its final work product.

## **ATTACHMENT D**

### **PROCUREMENT PROCEDURES**

2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. Note: it is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671-679. Any of the following file formats is acceptable:
  - a. .shp (Shapefile - which also consist of files with other extensions such as .dbf and .shx)
  - b. .dwg (CAD file)
  - c. .dxf (CAD file)
4. All data and materials created or collected under this agreement - including all digital data - are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (<https://vcgi.vermont.gov>) or 802-585-0820.]

#### **IV. Final Documents**

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

#### **V. Termination**

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or violate any of the covenants, agreements, or stipulations of this agreement, the Department shall have the right to terminate this agreement by giving written notice to the Grantee of such termination and specifying the date thereof.



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

## Selectboard Regular Meeting \*Draft\* Minutes

### Thetford Town Offices

(w/Virtual Attendance Option)

Monday, December 6, 2021 7:00pm

Selectboard members present: Sharon Harkay (Chair), Li Shen (Vice-Chair), Mary Bryant, Nick Clark (via Zoom), Steve Tofel (via Zoom)

Others present: Town Manager (Bryan Gazda), Town Clerk/Treasurer Tracy Borst, Selectboard Assistant Martie Betts

Contributing community members: Bill Keegan, Alexis Jetter, Anne Sosin, Nicky Corrao, Missy Krzal, Jim Masland, David Fisk, Cameron Gregory, Cathy Newbury, Jody Biddle, Liz Cole, Wendy Cole, Will Meglathery, James LaBelle, Tom Ward

Sharon Harkay called the meeting to order at 7:02 pm.

### 1) Agenda Review

Sharon said she knew of one change, which is item #6. Stantec has one more thing to complete before they can finalize the report on town roads. This item will be put on the agenda for December 20<sup>th</sup>.

No other agenda changes

### 2) Town Manager Report – Bryan Gazda

#### a) Update on AT&T

Bryan said his first item was the transfer of the lease from AT&T to TowerCo for the cell phone tower in the town forest. This was clearly spelled out in the original lease agreement. The town attorney is asking the Selectboard to make a motion to accept the transfer.

Li Shen had a question about the agreement for environmental standards and who should be contacted if they are not to standard. Bryan said first point of contact will be TowerCo.

**Motion** by Li Shen that the Selectboard approve the Partial Transfer of Certificate of Public Good from AT&T to TowerCo. and to give Bryan permission to sign the appropriate paperwork.

**VOTE by Roll Call;** Steve Tofel – in favor, Nick Clark – in favor, Mary Bryant – in favor, Li Shen – in favor, Sharon Harkay – in favor **Motion passed.**

#### b) Budget Update

Bryan delivered his proposed budget for 2022 on Saturday afternoon. Tonight, he would like to give just a quick overview. The total budget is \$3,380,153.00, an increase of 2.88% over 2021. This is a 2.84% increase in total municipal taxes which includes both highway and the general fund. This equates to an increase of \$23.38 per \$100,000 of assessed value. Bryan would ask that they go into the budget in more detail during their three budget workshops scheduled for December 13<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup>. An agenda with departments per workshop will be posted.

#### c) Other

Bryan said that Chief Evans submitted his resignation on Thursday afternoon, and Bryan asked him to think about it overnight. Chief Evans has an opportunity in the private sector which he has accepted. Bryan would like to congratulate Chief Evans and thank him for the past 6 ½ years of service. Bryan has tasked him with meeting with his officers to make sure we have coverage



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

1 while we figure out the long-term plan. Legally, Bryan does have to appoint an interim police  
2 chief and he will be working on that this week. Bryan said it has been a pleasure to work with  
3 Chief Evans.

### 4 5 **3) Public Comment**

6 Bill Keegan, chair of the Board of Civil Authority, wanted to comment about the consideration  
7 of mail in ballots going out to the entire town. Along with Tracy, the BCA helps to run the  
8 elections. Last year we took care of mailing out the ballots and it was a lot of work. Bill said he  
9 understands that it can make it easier for some people to vote, but there is already a process  
10 where people can request a ballot to be mailed to them and then they can drop it in the drop box  
11 at Town Hall. There is also a cost to doing that, which last year was paid for by the state and  
12 federal government. The information about how to obtain a ballot by mail is widely distributed.  
13 Bill thinks that most people could easily vote without adding the extra amount of work for  
14 volunteers and Town Hall staff to get ballots out. There is also the work once they come back in.

### 15 16 **4) Consideration of Request to Waive Homestead Declaration Late Filing Penalty**

17 **Motion** by Sharon Harkay that we have Fabienne Stearns pay only one half of the penalty, so in  
18 this case she will be refunded 50% of the penalty she has already paid. **VOTE by roll call:** Steve  
19 Tofel – in favor, Mary Bryant – in favor, Li Shen – in favor, Nick Clark – in favor, Li Shen – in  
20 favor.

### 21 22 **5) Discussion of Possible Town Mask Mandate**

23 Sharon said they have been keeping up with the news and listening to community member  
24 comments and while we want to give everyone an opportunity to speak, time will be limited to 3  
25 minutes, and everyone will have a chance to speak once before allowing additional comments.  
26 Alexis Jetter thanked the Selectboard for the discussion and felt that the person who should  
27 speak is Anne Sosin, an internationally known researcher at Dartmouth. Alexis said the people  
28 whose voices are seldom heard are the voices of the workers in the stores that we go into every  
29 day. Most alarming is that although many people working in those stores wear masks, some have  
30 been vaccinated, cashiers at Huggetts and Bakers are neither vaccinated nor wear masks. A lot of  
31 people who would love to support our businesses do not feel safe going in and you are not safe  
32 going into those stores. You will be in within 6' of a person who has chosen not to wear a mask  
33 and is not vaccinated. I'm concerned about the people who work in those stores, that's why I did  
34 the survey. They are the ones who are most at risk from the public, but what I found is that some  
35 of those people pose the greatest risk to the public.

36 Anne Sosin said she wanted to start by acknowledging that this is not a conversation or topic  
37 anyone wanted to be having at this time. As a state, unfortunately we are in many ways at our  
38 most difficult period of the pandemic. We've had our second, third and fourth most deadly  
39 months of the pandemic. This is not only a health topic, but it is having a wide impact on our  
40 schools and our communities. Masking is a tool we can use to buy more time to vaccinate, to  
41 boost and to relieve some of the pressures we have seen in our communities, as well as across  
42 our health systems which are on the brink of a major crisis. I recognize this is a polarizing topic,  
43 and we might want to think about a data driven policy that would be tied to CDC guidance and  
44 metrics.



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

1 Nicky Corrao said she is feeling less and less like going into our local establishments because of  
2 the lack of masking. The main grocery store in town took down their plexiglass shield. I'm  
3 feeling really unsafe as both an older person and an immunocompromised person at this point in  
4 time. I try to do what I can in town, and I'm feeling like I don't want to do that right now, so I go  
5 to stores that have signs that say they require masks. Nicky is really concerned, as we have felt  
6 safe in Thetford, but she doesn't feel safe here right now. If we don't get one from the state, I  
7 think we have to come up with something.

8 Missy Krzal respectfully asked the Chair to read Mariah Whitcomb's (Emergency Director)  
9 letter that's in the packet. I think it should be read and be her three minutes.

10 Sharon said she was going to read one of the paragraphs of that letter after the public has spoken.

11 Missy said she would prefer if Sharon read the whole letter.

12 Jim Masland, who said that Tim Briglin was also on the call, wanted to speak to why the bill was  
13 passed. We think the bill was a cop-out because the Governor was unwilling to do anything on  
14 his own. The bill provides that municipalities can enact mask mandates, with certain provisions.

15 It may turn out that they are very different in different towns, but the result is there's no  
16 uniformity throughout the state and that's very unfortunate. As we all understand, when the state  
17 acts in concert, the net effect would be far more beneficial than just town by town. Many of us in  
18 the legislature thought the bill was a cop-out, but the Governor gave us no choice. So now we are  
19 faced with the dilemma of whether or not to enact a mask mandate. It's far better if we all act  
20 together than piecemeal. Then we would all understand what the provisions are, and we would  
21 probably accept and act accordingly. As you deliberate, and maybe you won't decide tonight, I  
22 point out that we have several crises going on simultaneously. One is COVID explicitly, and  
23 whether or not we should take personal health precautions, such as mask mandates. Another is  
24 the exceeding amount of misinformation in the United States. The third thing is immense distrust  
25 of government at all levels. As you are trying to figure out what to do, you might consider the net  
26 effect is of one town acting one way and another town acting another way. It was unfortunate  
27 that Hartford declined to have a mask mandate. If we all work together it will be easier on  
28 merchants and all of us. Jim said he is sympathetic to the people who don't want to shop at  
29 Wings because they took their plexiglass shield down. It may be that merchants in Lyme or  
30 maybe Hanover could work with us. Those would be conversations between Selectboards.

31 David Fisk said the Selectboard is probably in a really tough position and those of us who  
32 support a mask mandate in town should let the Selectboard know that we have their backs. They  
33 need to have our support and know that a majority of people in town would like a mask mandate.  
34 I'm in favor of the mask mandate in town, so let's go ahead and do it. Every one of you who is  
35 watching tonight should also inform the Selectboard that you want a mask mandate because we  
36 are all at risk from the virus. I am an older resident in Thetford, and I have heart disease, so I am  
37 reluctant to go into stores where employees are not vaccinated or masked. Please support your  
38 Selectboard in this decision.

39 Cameron Gregory said he is one of the local business owners (Bakers and Village Store), and  
40 there is an employee who has a medical exemption. He knows this has been a topic of contention  
41 since the Governor initiated the first masking mandate. The inability to find help also plays into  
42 our ability to staff, and for us, we run into difficulty regulating or enforcing a mask mandate. We  
43 have other tenants who have the right to have guests which also affects his ability to enforce a  
44 mask mandate. During the initial mask mandate, there were five conflicts between maskers and



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

1 anti-maskers and that was in just one day. I don't want to put my employees in a situation where  
2 they have to confront people who are going to be confrontational and potentially aggressive,  
3 especially when there is only one employee at the store. It's figuring out how to enforce the  
4 mandate, we can put signs up as we did before. We can ask people to wear masks, but they still  
5 come in with no masks. So barring hiring a security officer or putting a police officer at the door,  
6 I think you are going to run into issues from a businesses standpoint. The larger stores have more  
7 turn over, so they are able to enforce a mask policy. If you don't want to wear a mask, don't shop  
8 there. I'm the little guy and definitely can't afford that at either of my stores, because it's a  
9 struggle as we go anyway. Most of my employees will be wearing masks, most of my employees  
10 are vaccinated but there are one or two that have medical exemptions and there's not much I can  
11 do about that.

12 Cathy Newbury thanked the Selectboard for having the forum and allowing people to speak. I'm  
13 among those who would definitely have the Selectboard's back. I support the idea of a mask  
14 mandate. I'm a senior and on the Thetford Elder Network board. We've discussed things like  
15 this, and we think for seniors in the community it is essential that there be that kind of protection.  
16 I wear a mask; I'm concerned about my two-year-old grandson and the people around me. I'm  
17 concerned about the community and wearing a mask to me, is part of being part of this  
18 community. I do sympathize with the enforcement that Cam brought up. It seems to me that there  
19 might not be enforcement, but just the fact that there is a mandate is a form of persuasion and a  
20 reminder to people that if there is a sign on the door, if you forgot your mask, you go back to the  
21 car to get it or get one in the store. If you forgot your mask, they would give you a mask. I think  
22 there are ways we could do this that aren't punitive but that are educational and persuasive.

23 Jody Biddle said without a question the Thetford Elder Network steering committee is absolutely  
24 in favor of the mask mandate and in favor of backing the Selectboard.

25 Liz Cole wanted to speak to the small business perspective. We have a small hospitality business  
26 which is part of a group in Lyme. We wish that we had been able to have a mask mandate. We  
27 insisted on it at the business and people really appreciated it. I've been in the Northeast Kingdom  
28 when we had a mask mandate, people came in and other people in the store went up to them and  
29 kindly said please put on your mask, there is a mandate and that helped. You don't have to just  
30 leave it to the business owner. Other people will stick up for you too. It's very important.

31 Sharon said she is not going to read the part of Mariah's letter about making or providing masks.  
32 Sharon did read the parts about her feeling about the mandate itself.

33 *(Masks are readily available, but the topic, and the pandemic itself is so politicized, many are*  
34 *ignoring sound science and public health recommendations. I have noticed here in town, more*  
35 *folks are voluntarily wearing masks again. This is excellent, and I encourage this where*  
36 *possible. I believe there is a need for indoor mask wearing again particularly with the current*  
37 *prevalent variant (Delta) and the newly identified omicron variant. It is my understanding that*  
38 *we still require masks in all municipal owned property. It is the private businesses and other*  
39 *locations that would be affected by a town mandate/ordinance... I would note that from a public*  
40 *health perspective, I am in favor of indoor mask wearing in public locations, but I remain very*  
41 *concerned on how this is implemented and, if a mandate, enforced. It is not fair to hard working*  
42 *store owners, assistants etc. to expect them to enforce this and put up with the inevitable abuse*  
43 *from those who disagree. This is the conversation that I believe needs to happen if a mandate is*



## Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

1 *considered here. Thank you for listening. I recognize this is a difficult issue for all involved as it*  
2 *is incredibly complex.)*

3  
4 The Selectboard deliberated.

5 Mary Bryant shared what was happening in the school community. Last year we had no active  
6 cases. This year I can't even tell you how many classes have had active cases, in which all of the  
7 active class is sent home to quarantine and get tested. Therefore, some of the parents have to be  
8 home to watch their kids, some of the teachers have to be home to watch their kids and some of  
9 the paraprofessionals have to be home. This is causing a major staffing shortage. Another  
10 example is one person was exposed from her husband who worked with somebody who did not  
11 wear a mask, and she was out sick for a month. She now has long-term COVID. This is affecting  
12 our school, our students and my big concern with omicron is if it starts affecting the kids more.  
13 How would we enforce a mandate? I feel that saying one is right and one is wrong is not  
14 working. My thought is to try to build more consensus, like a voluntary compliance in the town.  
15 Put peoples voices out there, on the listserv and other places. I would like to see unity in the  
16 community and not "you have to do this". I have talked with some of the art teachers at the  
17 school and we could get the whole school going on making posters. Having your rights does not  
18 take away from the ability to care for your community. I am not at the point yet where I would  
19 want a mandate. I would like the Selectboard to go to the businesses. They are in a tough spot,  
20 we're in a tough spot. I can't see sending the police out to give fines. Let's protect our elderly  
21 citizens, let's protect our children and keep them in school.

22 Li Shen said there has been some talk about enforcement, but that package from VLCT (*Vermont*  
23 *League of Cities and Towns*) with their advice about mask mandates, they do not require an  
24 enforcement mechanism. A mask mandate is just an expression of an overwhelming sense of  
25 responsibility towards your citizens. Li read from an email sent by Sarah Jo Brown; *I would like*  
26 *to express my opinion that masks should be required indoors for the next four months. Having*  
27 *said that, I realize that the issue of enforcement is a \_\_\_\_\_ one. I don't think we should put our*  
28 *police in the position of enforcing the mandate, which of course means, there will be violators.*  
29 *We'll just have to live with violators, and as individuals, choose to avoid businesses that violate*  
30 *the mandate. At least the town would be taking a responsible stand and the violators would be*  
31 *clearly defining themselves as irresponsible.*

32 This would be more than social pressure than having the police come and drag you away. Li then  
33 read a section from a publication by public health workers and physicians working on COVID-  
34 19 in each of the New England states, sent by Alexis; *Indoor mask policies are effective and*  
35 *compliment vaccines to prevent infection in everyone vaccinated or unvaccinated. A randomized*  
36 *trial, policy studies and lab studies all provide evidence that masks reduce COVID-19*  
37 *transmission. The policy study showed that mask policies are associated with immediate*  
38 *reductions in COVID-19 case growth, with greater and greater reduction in case growth over*  
39 *time. Each person infected with Delta infects 2 to 8 or 9 people on average.*

40 It's a very infectious virus and it's in our midst. There is a lot of information in the news about  
41 the climbing number of infections. Our infections in Vermont are massive now compared to the  
42 first round in the pandemic. *If the person who is infected and those around wear masks, it can*  
43 *prevent spread to all or some of those people. There is widespread support for indoor mask*





# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • [thetfordvermont.us](http://thetfordvermont.us)

1 *policies. In addition to expert consensus that masks are needed. Many people are already*  
2 *wearing masks, but it is more effective when everyone wears them together in indoor spaces.*  
3 So there you have it from the health perspective.

4 Steve Tofel said this is not political. This is a public health issue. The Selectboard really needs to  
5 lead here. Once in a while you need to take a stand on something. If we put a mandate into  
6 effect, it gives store owners an opportunity to post a sign. Do people violate it? Of course they  
7 do. But this allows the store owner to put a sign up that says this is what the Selectboard has  
8 decided and we're going to enforce it as we see fit. There is no enforcement authority behind  
9 this. You never see anyone ticketed for littering, but public opinion is on the side of those who  
10 say you should litter. Just as I think public opinion will be on the side of those who say I take my  
11 health and the health of the people around me seriously. I think we should supply the signs and I  
12 also think we should supply the masks.

13 Nick Clark said he agrees with Jim Masland. It's a shame that the Governor has not taken  
14 stronger leadership. Because this is not just a Thetford problem, it's a state problem, a national  
15 problem and a global problem and not one we can solve in Thetford. But because that leadership  
16 doesn't exist, and thanks for the legislature for continuing to work and find solutions I think we  
17 have to act. One of the many roles the Selectboard has is the local Board of Health, and this is a  
18 public health question and undoubtedly a public health concern, so I am absolutely in support of  
19 a mask mandate in Thetford.

20 Sharon said she has been going around to business owners, the manager of the bank and to  
21 various employees. We've all heard the stories about customers become abusive and I wanted to  
22 know if that took place in Thetford. I was told, except for the bank, that this has happened and it  
23 made the employees feel very uncomfortable and unsafe. Employees and the owners all said if  
24 we wanted to have a mandate they would comply. Most were in favor of wearing masks, but  
25 dreading going through the uncomfortableness of rude customers. I was initially very worried  
26 about putting employees and owners in that position. However, the more I have listened, read  
27 and thought, I do believe it is time to take a stand and to take some action. Educators and health  
28 care workers are exhausted. Students are suffering academically and emotionally. Hospitals are  
29 starting to juggle beds. There are immunocompromised and other vulnerable people in our  
30 community. There are more holidays coming where people want to get together with family and  
31 friends, unmasked, and then will be coming back into the community. We could have the threat  
32 of another actual full-blown lockdown and we can't afford to do that. We can't afford it  
33 psychologically, emotionally, socially and we can't afford it because of the economy. Our small  
34 establishments need all of the customers they can possibly get. They can't be locked down and  
35 closed again. While I remain very concerned about the potential for bad behavior in our stores  
36 and establishments, and the rude remarks directed at employees and store owners, I think we're  
37 at a point where we do have to act.

38 None of us like mandates. None of us like being told what to do. We have our rights and our  
39 personal freedoms, and we like to point to those. However, a mandate can be effective if enough  
40 of us get behind it and enter into it with positive thinking and interactions. Some people will say  
41 our stores are gathering places. The unmasked conversations that are going on in our stores now  
42 are too risky at this time. These conversations can move to the outside. Others might wonder  
43 why Thetford, if other towns are not having a mask mandate, why should we do it.



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075

802-785-2922 • thetfordvermont.us

1 We are a community who cares about each other. We care about the people among us, not just  
2 ourselves. I think it is time for us to do the mask mandate for the 45 days we are allowed to, and  
3 then revisit it every 30 days.

4 Motion by Steve Tofel that the Selectboard of the Town of Thetford requires businesses open to  
5 the public to post signs stating that masks are required. The design of those signs shall be  
6 determined by the Town Manager. Signs shall be delivered to all public businesses. Masks  
7 provided or supplied shall be reimbursed by the Town.

8 SH: wondering if we should tonight just vote on whether we should do it.

9 Brian Gazda; agree with you Sharon, just going to do a simple mandate with no enforcement,  
10 policy needs to be filled out and drafted for your consideration at the next meeting. Enforcement,  
11 impose penalties and what not.

12 Steve Tofel amended the **motion** on the floor to say that the Selectboard of the Town of Thetford  
13 mandates that masks shall be worn in all businesses open to the public.

14 Nick; call the question.

15 Sharon Harkay asked for a vote to call the question. All in favor.

16 **Motion** by Steven Tofel that the Selectboard of the Town of Thetford shall require all businesses  
17 open to the public to post signs stating that masks are required. However, I would amend that to  
18 say that the implementation of it can be decided down the road, like what kind of signs. Sharon  
19 asked if they could stop where he had it before, and then they could have another motion. **VOTE**  
20 **by Roll Call:** Li Shen – in favor, Mary Bryant – in favor, Nick Clark – in favor, Steve Tofel – in  
21 favor, Sharon Harkay – in favor

22 **Motion** by Sharon Harkay that our mandate will not have any financial penalties attached.

23 **VOTE by Roll Call:** Steve Tofel – in favor, Nick Clark - abstain, Mary Bryant – in favor, Li  
24 Shen – in favor, Sharon Harkay – in favor

25 Missy: when is this going to start.

26 Nicky: want to put in a plug for as soon as possible. Wording says business, but doesn't it apply  
27 to more than businesses? Steve Tofel responded that it would be any building that's open to the  
28 public. The library already has mask mandates, and the schools, and all town buildings do.

29 Sharon added that the dentist and hairdressers also require masks. Steve said that the Thetford  
30 Community Center is neither a town building nor a business, so you could change that meaning  
31 to say an establishment open to the public. Sharon said they decided they were going to work on  
32 the exact wording and wondered if they could just go forward with what they have, and trust that  
33 they will come up with what is comprehensive and appropriate.

34 Nick said the motion already passed it didn't have a start time in it, so it's effective as soon as it  
35 passed and it's up to the Town Manager to implement it, unless the Selectboard makes a new  
36 motion that changes that.

37 **Motion** by Steve Tofel that the Selectboard of the Town of Thetford requires those  
38 establishments open to the public to post signs stating that masks are required. The Town  
39 Manager of Thetford shall determine the timing for the implementation of this process.

40 **VOTE by Roll Call:** Steve Tofel – in favor, Mary Bryant – in favor, Li Shen – in favor, Sharon  
41 Harkay – in favor, Nick Clark - opposed

## 42 ~~6) Inventory of Town Roads Discussion with Bryan Ruoff of Stantec~~



# Town of Thetford Vermont

3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • thetfordvermont.us

## 7) Green Procurement and Energy Efficient Investments, Inc Project with Geoff Martin, Intermunicipal Regional Energy Coordinator and Mike Davey of EEI

Geoff Martin said that in 2013 an energy audit was completed on Town Hall and some of that work took place in 2014, so it was removed from the estimate from EEI. There were also other revision done, including a change in the remote controls.

The Selectboard requested that more revisions be looked at as they are still not inclined to spend the amount on the bid. Bryan suggested that he meet with Geoff and Mike Davey to work on reducing it further.

## 8) Discussion of Sharrows Grant

Will Meglathery said he would prefer "Share the Ride" signs to sharrows painted on the road surface. Tom Ward felt the signs were confusing unless they were very specific. He was not sure signs were needed at all, as there aren't that many bikers. Will thought a careful consideration of sign placement would help reduce the speed of cars, as there is a danger to bikers. Bill LaBelle said he felt the drivers in this area are very respectful of bikers and thought that signs would be beneficial.

The Selectboard did not take action on the grant and will address again on December 20, 2021.

## 9) Discussion of Possible Ballot Mailing to All Registered Voters

**Motion** by Sharon Harkay that we do not mail to every voter, but voters can request a ballot.

**VOTE by Roll Call;** Steve Tofel – in favor, Li Shen – in favor, Mary Bryant – in favor, Sharon Harkay – in favor, Nick Clark – abstain

## 10) Warrants and Minutes

**Motion** by Li Shen to accept the regular Selectboard meeting minutes of November 15<sup>th</sup>, 2021. as presented. **VOTE by Roll Call;** Steve Tofel – in favor, Mary Bryant – in favor, Li Shen – in favor, Sharon Harkay – in favor (Nick Clark left the meeting prior to the vote. Text message stated his internet went down.)

#24.4	\$25,255.98
#23.4	\$22,200.53
#32.3	\$83,990.97
#34.3	\$786,210.19
#33.3	\$94,737.67
#25.2	\$15,514.55
#24.2	\$8,340.91
#42.1	\$133,385.47
#43.1	\$15,930.21

**Motion** by Li Shen to accept the warrants as presented. All in favor. **Motion passed.**

## 11) Adjourn

**Motion** by Steve Tofel to adjourn the regular Selectboard meeting at 10:02 PM. All in favor.

**Motion passed.**