



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*** Agenda **VIRTUAL ONLY**

Monday, June 6th, 2022 7:00 PM

To connect to Zoom via computer: <https://us02web.zoom.us/j/89080661986>

To connect via phone only: +1 (646) 558 8656 | Meeting ID: 890 8066 1986

7:00 PM – Call to Order

1. Agenda Review
2. Town Manager Report – Bryan Gazda
 1. Treasure Island Update
 2. Veteran’s Park Flagpole Dedication – Logan Protzman Eagle Scout Project
 3. Pedestrian – Bike Grant Update
 4. Pay Equity Study Update
 5. ARPA Funding Presentation
 6. Other
3. Public Comment
4. Anticipated Appointment to the Planning Commission
5. Consideration of Award for Latham Road
6. EEI Proposal for HVAC for the Original Section of Town Hall
7. Acceptance of VTrans SY 22-23 Roads-in-Aid Grant Program
8. Review and Discussion of Draft Facility Use Policy
9. Review and Discussion of Draft Delinquent Tax Policy
10. Adoption of Green Procurement Policy
11. Warrants and Minutes
12. Adjourn

4

From: **Cynthia Shelton** <cynthia.a.shelton@gmail.com>
Date: Sat, May 14, 2022 at 2:54 PM
Subject: Planning Commission Applicant
To: DC Forbes <vtervuren@gmail.com>, <lshen@thetfordvt.gov>

DC Forbes
vtervuren@gmail.com
Li Shen
lshen@thetfordvt.gov

Re: Thetford Planning Commission Application

May 14, 2022

Dear Planning Commission and Selectboard,

I am interested in all things Planning and would like to join you as a member of the Thetford Planning Commission. I am a very civic-minded landowner building a home in Thetford Center, and a newly minted resident.

The Upper Valley still holds the flavor of Vermont that I remember in the early 80's when I attended Marlboro College. I would like to help make room for other new residents while maintaining that small town feel we all enjoy.

In my many years as a tenant, I have experienced the good, bad, and ugly in housing and landlords. I have lived in those so-called lower income housing units, as well as posher digs. Multi-unit apartments and off-grid cabins in the woods. I am a small house footprint advocate - but also know it is not for everyone.

As a case manager for the Council on Aging I witnessed the many ways my clients were being endangered by their homes - with stairs, basements, maintenance neglect and hazardous clutter. I have been a participant in the Home Share Now program and recommend ADU installation to promote Age In Place housing solutions. I have traveled extensively in an RV and know the benefits and drawbacks of that lifestyle. I have lived on the ends of Class 4 dirt roads and in the center of town.

I am currently working on building a single-level-living small residence with the intention of using as much sustainable, up-cycled, environmental friendly materials and methods as possible. I have recently transitioned to driving an electric vehicle and seek petroleum-free, limited waste, people-powered solutions.

My relevant work life has included journalism, administrative positions, ownership of two businesses, and construction.

Thank you for your consideration, I invite your questions.

Cynthia Shelton
802-323-8203

#4

From: DC Forbes <vtervuren@gmail.com>
Date: Fri, May 27, 2022 at 1:47 PM
Subject: Thetford Planning Commission 'Charge' Review; New Applicant Request
To: Sharon Harkay <sharkay@thetfordvt.gov>
Cc: Lilian Shen <lshen@thetfordvt.gov>, Martie Betts <selectboardassistant@thetfordvermont.us>, Liz Ryan Cole <lizryancole@me.com>

Good afternoon Sharon,

At our May 17th Planning Commission meeting, members discussed the current status and applicability of the Thetford Planning Commission 'charge' (roles & duties of the Commission) - Item #6 on the 05/17/2022 Agenda, Draft Minutes attached for your review....

It was the unanimous consensus of the PC that the current charge description - including as it does Vermont Title 24, Chapter 117 Section 4325 (<https://legislature.vermont.gov/statutes/fullchapter/24/117>) - remains current.

On another note, the Planning Commission has received a membership application from Cynthia Shelton, a new Thetford resident who is currently building a new home on a recently purchased property here in town. As you know - given Dean Whitlock's January 2022 resignation and Mike Snow's 'sabbatical' to Bhutan for six to nine months this year to teach organic farming - the Planning Commission is now composed of four (4) members, with ZA Angela Jones and I sharing Draft Minutes (Recording Clerk) duties. Since we are, at present, deeply engaged with the review and revision of the Thetford Zoning Bylaw, the matter of maintaining a consistent quorum (for voting and input purposes) is even more important than it would otherwise be....

Can you plan to give Selectboard review to Cynthia Shelton's application at the earliest possible opportunity? The Planning Commission will, concurrently, review and discuss the candidate's application with all due consideration....

Liz Ryan Cole is currently inquiring about whether Mike Fernandez - a Thetford resident and former PC member - is interested in rejoining the Commission. I will keep you apprised of any & all developments with regard to his potential candidacy.

Thanks,
David

LATHAM ROAD PHASE 2
ROADWAY RECONSTRUCTION PROJECT
THETFORD, VT

BID OPENING: 10:00 PM, JUNE 1, 2022

LIST OF BIDDERS

| CONTRACTOR'S NAME | CONTRACTOR'S CITY, STATE | CONTRACTOR'S SIGNATURE (CHECK IF SIGNED) | ADDENDUM NO. 1 (CHECK IF RECEIVED ALL) | DEBARMENT & NON-COLLUSION FORM CA-91 | CONTRACTORS EEO CERTIFICATION FORM (CHECK IF RECEIVED) | 10% BID BOND PROVIDED (CHECK IF PROVIDED) | TOTAL BASE BID PRICE (IN FIGURES) | TOTAL ADD ALT 'A' BID PRICE (IN FIGURES) | TOTAL BID INCLUDING ALTERATES (IN FIGURES) |
|-----------------------------------|--------------------------|--|--|--------------------------------------|--|---|-----------------------------------|--|--|
| L&M Service Contractors, LLC | Norwich, VT | X | X | X | X | X | \$1,560,569.00 | \$362,945.00 | \$1,923,514.00 |
| Northwoods Excavating, Inc. | Thetford, VT | X | X | X | X | X | \$1,041,835.90 | 374,301.00 | 1,416,136.90 |
| Pike Industries, Inc. | Barre, VT | X | X | X | X | X | \$1,257,131.00 | \$367,152.50 | \$1,624,283.50 |
| Bold = apparent low bidder | | | | | | | | | |

#7

Marion Betts

From: Bryan Gazda <bgazda@thetfordvt.gov> on behalf of Bryan Gazda
Sent: Tuesday, May 31, 2022 12:42 PM
To: Sharon Harkay; Li Shen
Cc: Marion Betts
Subject: Agenda Item - Roads Grants in Aid Program LOI
Attachments: SFY23 Letter of Intent.pdf

Sharon, LI

Attached is our letter of intent to participate in VTrans SY 22-23 roads in aid grant. This work would be done next year, and consist of ditch and culvert work that we do along roadways as identified in our ditch and culvert plan. Consideration and if acceptable, a motion for me to sign is required.

Thanks,

Bryan R. Gazda, MPA
Town Manager
Thetford, VT
bgazda@thetfordvt.gov
802-785-2922, ext. 2



LETTER OF INTENT TO PARTICIPATE IN THE SFY23 MUNICIPAL ROADS GRANTS-IN-AID PROGRAM

We, the Legislative Body of the Municipality of Thetford certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2023.
• Construct the road BMPs on hydrologically connected road segments - roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for hydrologically connected municipal roads in Vermont. This map layer is available at: http://anr.vermont.gov/maps/nr-atlas.
• Prior to construction of the BMPs, receive Construction Authorization from VTrans to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
• Post a Clean Water Project sign during construction (select projects only).
• Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
• Complete all reporting and invoicing requirements using the VTrans requested format.
• Submit all Performance Reports and Request reimbursement no later than 12/30/2023 (90 days from end of grant period).
• Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are "fully compliant" with MRGP.

Date: June 6, 2022

(Duly Authorized Representatives)

Municipality: Thetford

Primary Contact Name: Bryan R. Gazda

Address: 3910 Route 113, Thetford Center, VT 05075

Email: bgazda@thetfordvt.gov Phone: 802-785-2922

Secondary Contact: Dale Lewis Email: dlewis@thetfordvt.gov Phone: 802-7854679

Unique Entity Identifier (SAM #) #: RKZDB2MWAD44 Fiscal Year End Month (MM): 12

Note: Primary Contact is responsible for grant execution on Town's behalf, Secondary Contact may be the Road Foreman, Town Clerk, etc.

This form must be submitted via email by June 24th, 2022 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

\$25k grant
\$6,250 Local

\$ 31,250 total

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| | | | | |
|------------------|--------|-------------|-------------|-------------|
| Plainfield | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| Plymouth | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Pomfret | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Poultney Town | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Poultney Village | <03-05 | \$9,000.00 | \$2,250.00 | \$11,250.00 |
| Pownal | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Proctor | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Putney | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Randolph | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Reading | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Readsboro | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Richford Town | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| Richmond Town | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Ripton | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Rochester | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Rockingham | <55-60 | \$48,000.00 | \$12,000.00 | \$60,000.00 |
| Roxbury | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Royalton | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Rupert | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Rutland City | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Rutland Town | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Ryegate | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Salisbury | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Sandgate | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Searsburg | <03-05 | \$9,000.00 | \$2,250.00 | \$11,250.00 |
| Shaftsbury | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Sharon | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Sheffield | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Shelburne | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Sheldon | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Shoreham | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Shrewsbury | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| South Burlington | <65-70 | \$52,000.00 | \$13,000.00 | \$65,000.00 |
| South Hero | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Springfield | <60-65 | \$50,000.00 | \$12,500.00 | \$62,500.00 |
| St Albans City | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| St Albans Town | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| St George | <00-03 | \$8,000.00 | \$2,000.00 | \$10,000.00 |
| St Johnsbury | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Stamford | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Stannard | <05-10 | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| Starksboro | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Stockbridge | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Stowe | <45-50 | \$42,000.00 | \$10,500.00 | \$52,500.00 |
| Strafford | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Stratton | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Sudbury | <05-10 | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| Sunderland | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Sutton | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Swanton Town | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Swanton Village | <05-10 | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| Theford | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Timbuctoo | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Topsham | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Townshend | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Troy | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Tunbridge | <40-45 | \$37,500.00 | \$9,375.00 | \$46,875.00 |
| Underhill | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Vergennes | <05-10 | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| Vernon | <05-10 | \$10,000.00 | \$2,500.00 | \$12,500.00 |
| Vershire | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Victory | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Waitsfield | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| Walden | <20-25 | \$20,000.00 | \$5,000.00 | \$25,000.00 |
| Wallingford | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Waldham | <03-05 | \$9,000.00 | \$2,250.00 | \$11,250.00 |
| Wardsboro | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| Warren | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Washington | <30-35 | \$29,000.00 | \$7,250.00 | \$36,250.00 |
| Waterbury | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Waterford | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Waterville | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Weathersfield | <35-40 | \$33,500.00 | \$8,375.00 | \$41,875.00 |
| Wells | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| Wells River | <00-03 | \$8,000.00 | \$2,000.00 | \$10,000.00 |
| West Fairlee | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| West Haven | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| West Rutland | <15-20 | \$15,000.00 | \$3,750.00 | \$18,750.00 |
| West Windsor | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |
| Westfield | <10-15 | \$11,000.00 | \$2,750.00 | \$13,750.00 |
| Westford | <25-30 | \$25,000.00 | \$6,250.00 | \$31,250.00 |

Town of Thetford, Vermont
FACILITY USE POLICY
Proposed June 6, 2022

Purpose

The Town of Thetford has one or more facilities that are available for use by residents and members of the public. These facilities are available to all qualified users on equal terms without regard to race, color, religion, national origin, or other status covered by applicable state or federal laws or regulations. In allowing the use of these facilities, the Municipality will not discriminate against users of the facilities based on the users' particular viewpoint(s).

It is the obligation of the Municipality to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Municipality's residents. This policy is intended to help ensure that: the Municipality's facilities will be well maintained and accommodating and will provide a safe environment; and the Municipality will be fair and consistent with all parties wishing to use its facilities.

Facilities to Which This Policy Applies

This policy shall apply to the following facilities in the Municipality, which shall be available for rental during the following listed hours, at the following listed user rates, and with maximum occupancy as listed:

| Facility | Available Hours | User Fee | Maximum Occupancy |
|-------------------------------|-----------------|----------------------------------|--------------------------|
| Town Hall | 8am – 9pm | \$50 | 50 |
| Thetford Center Village Green | 8am – Dusk | \$50 | 150 |
| Treasure Island Facilities | 8am – Dusk | Per Treasure Island fee schedule | Varies per facility Used |
| | | | |

[Optional: If user fees may be waived by the Selectboard, insert relevant language here such as:

By written request, the Selectboard may waive or reduce the user fee for events that are not-for-profit organizations and that serve a legitimate public and community good. Alternatively, the Policy may list different (lower) rates for non-profit organizations].

Commented [TM1]: Added facilities and amounts.

Commented [TM2]: Added or reduce

Commented [TM3]: Added organizations

Commented [TM4]: Option to consider for non-profit organizations that serve a public and community good. I slightly reworded it for an easier read.

Commented [TM5]: Deleted last sentence

Priority of Use

The Municipality will make these facilities available on a first-come, first-served basis for individuals, groups, businesses, and organizations to rent during times when the facilities are not being used for Municipality programs or events sponsored by the Municipality and when they are not being used by Municipality staff, boards, commissions, or committees.

Facility Use

Any individual, group, business, or organization wishing to use municipal facilities shall notify the Town Manager or their designated agent of the date and time on which they wish to use such facility at least ten (10) business days prior to event. No use of a facility shall be permitted until a written Facility Use Agreement is executed by the Municipality, the applicable user fee and/or security deposit has been paid to the Municipality, and proof of insurance has been provided to the Municipality as required by the applicable Facility Use Agreement.

Commented [TM6]: Added by town manager

Security Deposit

In addition to the user fee listed above, a security deposit of \$100.00 will be required for use of an indoor facility. ~~when any applicable conditions, such as when a certain number of guests are expected.~~ An additional security deposit of \$150.00 will be required for events where alcohol will be furnished. Such security deposit(s) will be returned promptly to the User if no damage has been caused to the Facility and if all cleaning activities have taken place as specified in the signed Facility Use Agreement.

Commented [TM7]: Added by town manager

Commented [TM8]: Deleted sentence

Alcohol, Tobacco, and Drugs

The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden on municipal property. The sale, possession, consumption, and use of alcoholic beverages are only permitted on municipal property as specifically described in a duly executed Facility Use Agreement.

Obligations of Users

Use of municipal facilities must not disrupt the provision of municipal services. Nor shall use of a facility create a nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities. Users must return the facilities in a neat, orderly, and clean condition after their use. Users will be responsible for, and liable to, the Municipality for all repairs to the facilities required as a result of damage caused by Users.

Effective Date

This Policy shall become effective upon adoption by the Selectboard, and the fees may be amended from time to time as deemed appropriate by the Selectboard.

Adopted this _____ day of _____, 20 ____.

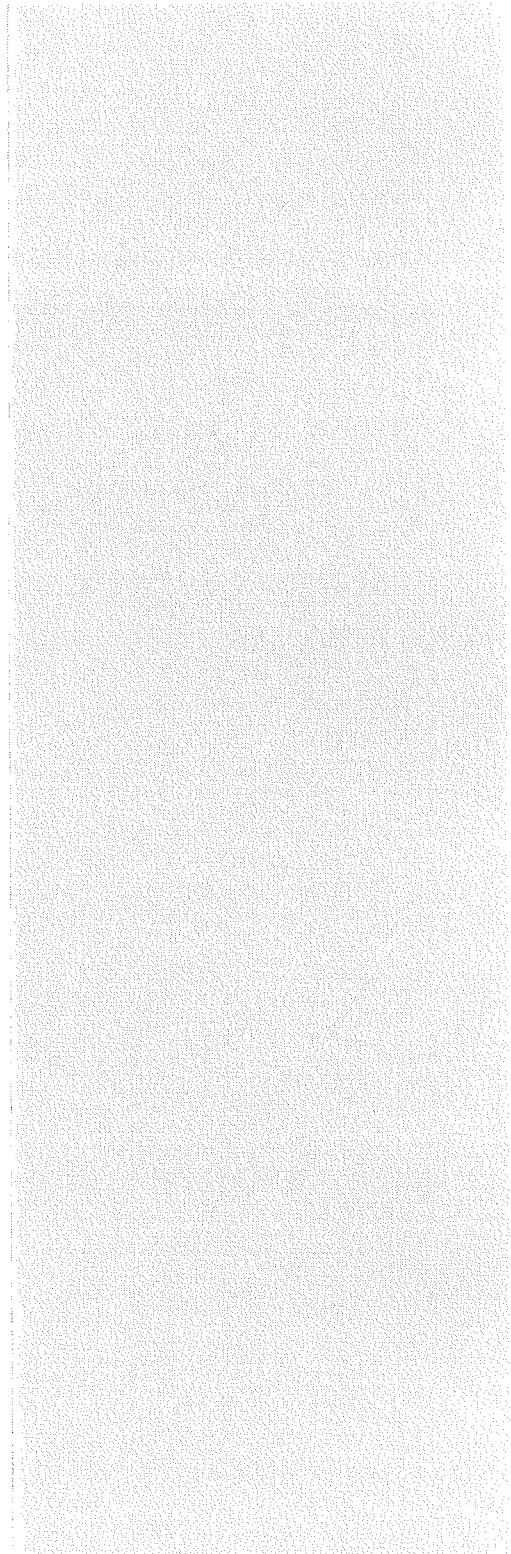
Sharon Harkay, Selectboard Chair

Li Shen, Selectboard Vice Chair

Mary Brant, Selectboard Member

David Goodrich, Selectboard Member

Steve Tofel, Selectboard Member



#8a

Town of Thetford Vermont
FACILITY USE AGREEMENT FOR A ONE-TIME EVENT
Proposed June 06, 2022

This Agreement, dated _____, is by and between the Town of Thetford, VT (hereafter "Municipality") and _____ (hereafter "User"). This Agreement is not transferrable or assignable to any other person or entity.

Commented [TM1]: Added town of Thetford

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY.

The Municipality grants a license to User to use _____ (hereafter "the Facility") for the Event and time period contained herein. User's rights under this Agreement include the use of _____ but do not include _____

2. OCCUPANCY. Occupancy of the Facility shall be limited to _____ persons, including User's employees, agents, contractors, licensees, guests, and invitees.

3. EVENT. User is granted a license to use the Facility for the following event and no other purpose:

User understands that Municipality does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that Municipality is providing the premises and Facility on an "as is" basis.

4. DATE and TERM OF USE. Such Event will take place on _____ (month day, year), from _____ (starting time, with a.m. or p.m.) until _____ (ending time, with a.m. or p.m.). User may enter and occupy the Facility _____ (number of minutes and/or hours) before the starting time of said Event to set up the Facility and may occupy the Facility for _____ (number of minutes and/or hours) after the end time of said Event to clean the Facility.

5. TERMS OF FACILITY USE. The User understands and agrees to all of the following terms of use:

- The sale, possession, consumption, and use of tobacco, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).

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- Animals are not permitted inside the Facility with the exception of service animals.
- No sign or temporary structure may be placed on the premises without obtaining advance written approval from the Municipality. Any signs or temporary structures placed on the premises by User shall be promptly removed by the User at the end of the Event.
- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. This includes *[list of cleaning activities]*. *[Specify any cleaning activities that you want done, such as sweeping the floor(s), disposing of all trash in trash receptacles, washing all dishes, wiping kitchen counters and tables, and returning all furniture that was moved for the Event to its original locations.]*
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, or invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least one (1) adult(s) over 18 years of age for every ten (10) minors for the duration of the Event.

Commented [TM2]: Added 1

Commented [TM3]: Added 10

User also understands and agrees that (i) it is responsible for all actions of its participants and guests; (ii) any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Municipality; and (iii) Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality. In the event that User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

6. SALE, POSSESSION, CONSUMPTION, AND USE OF ALCOHOLIC BEVERAGES.

The sale, possession, consumption, and use of alcoholic beverages in conjunction with the Event are permitted as contained herein; or not permitted as marked below:

Permitted Not Permitted User acknowledgment (initials) _____

- User understands that the sale, possession, consumption, and use of alcoholic beverages in the Facility are subject to state and federal law. User understands that User is solely responsible for obtaining any liquor license or permit that is required by state and federal law.
- User and/or User's employees, agents, contractors, licensees, guests, and invitees shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. User and/or User's employees, agents, contractors, licensees, guests, and invitees shall require proof of age of all persons prior to serving them with alcohol.

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- User acknowledges that the Municipality does not condone the irresponsible use of alcoholic beverages. It shall be User's sole responsibility to monitor the use of alcoholic beverages by User's employees, agents, contractors, licensees, guests, and invitees.

7. **VACATING FACILITY.** At the expiration of the above stated date and time, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.

8. **INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Municipality is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Municipality property that occurs during the Event.

9. **USER FEE AND SECURITY DEPOSIT.** User will pay the Municipality a user fee of \$ _____ at the time of signing this Agreement. At the signing of this Agreement, User will also pay the Municipality a security deposit of \$ _____ plus an additional security deposit of \$150.00 if alcohol will be furnished, served, or consumed at the Event.

Commented [TM4]: Added \$150

10. **RETURN OF SECURITY DEPOSIT.** Promptly after the Event, the Municipality will inspect the Facility. If no damage has been caused to the Facility, and if cleaning activities specified in Section 5 of this Agreement have been conducted so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Municipality will return the security deposit to User by first class mail within seven business days. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, Municipality may retain all or a portion of the security deposit and give written notice to User specifying the amount retained and the reasons therefor. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses.

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11. **INSURANCE.** User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance for the Event in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.

In addition to the above, if alcohol will be furnished, served, or consumed at the Event, User agrees to the following additional provisions:

- a. User will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Municipality is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.

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- b. If User will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and liquor liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Municipality and User shall both be named as additional insureds. User will furnish the Municipality with a certificate of such insurance prior to the Event.
- c. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Municipality. The Municipality shall be named as an additional insured on the host liquor liability insurance.

12. INDEMNIFICATION AND HOLD-HARMLESS. User agrees to indemnify and hold the Municipality, its officers, agents, and employees, harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors, licensees, guests, and invitees.

13. CANCELLATION. The user fee will not be refunded if notice of cancellation is received by the Municipality less than two (2) days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the user fee and security deposit will be refunded.

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14. RIGHT OF ENTRY AND TERMINATION. The Municipality, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this Agreement, the Municipality shall have the right to immediately terminate this Agreement prior to the expiration of its term without any refund to User.

15. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with the Municipality's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility during the contracted time frame for its entry and use.

16. ENTIRE AGREEMENT. This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ (printed name of User), acting on my own behalf and also acting on behalf of _____ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against

8a

[Municipality Name], together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information, and belief.**

Signature of User

Date: _____

Address of User: _____ Cell phone #: _____

APPROVED BY THE TOWN OF THETFORD, VT. Date: _____

By _____, duly authorized Agent
Bryan R. Gazda, Town Manager

**[Municipality Name], Vermont
FACILITY USE AGREEMENT
FOR MEETINGS AND OTHER RECURRING EVENTS
AT WHICH NO ALCOHOL WILL BE SERVED, SOLD, OR CONSUMED**
Proposed June 6, 2022

This Agreement, dated _____, is by and between Town of Thetford, VT., (hereafter "Municipality") and _____ (hereafter "User"). This Agreement is not transferrable or assignable to any other person or entity.

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY.

The Municipality grants a license to User to use

_____ (hereafter "the Facility") for the Events and time periods described below. User's rights under this Agreement include the use of _____

(name any specific components of the facility such as kitchen, outdoor areas, etc. as applicable) but do not include _____

(name any specific components of the facility that are not permitted for use).

2. OCCUPANCY. Occupancy of the event shall be limited to _____ (number) persons, including User's employees, agents, contractors, licensees, guests, and invitees.

3. EVENTS. User is granted a license to use the Facility for the following purpose and no other purpose:

User understands that Municipality does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with User's purposes that Municipality is providing the premises and facilities on an "as is" basis.

4. DATES and TERM OF USE. Such Events will take place on the following dates:

_____ (specific dates or recurring days such as "the third Wednesday of every month"), from _____ (starting time, with a.m. or p.m.) until _____ (ending time, with a.m. or p.m.). User may enter and occupy the Facility _____ (number of minutes and/or hours) before the starting time of said Events to set up the Facility and may occupy the Facility for _____ (number of minutes and/or hours) after the end time of said Events to clean the Facility.

5. **TERMS OF FACILITY USE.** The User understands and agrees to all of the following terms of use:

- The sale, possession, consumption, and use of tobacco, alcohol, marijuana, and illegal drugs are forbidden in the Facility and on its grounds (parking lots, walkways, etc.).
- Animals are not permitted inside the Facility with the exception of service animals.
- No sign or temporary structure may be placed on the premises without obtaining advance written approval from Municipality. Any signs or temporary structures placed on the premises by User shall be promptly removed at the end of each of the scheduled Events.
- The Facility, its appurtenances, and any equipment contained therein may not be injured, damaged, marred, or defaced in any way. Neither shall nails, hooks, tacks, or screws be driven into any wall or other part of the Facility.
- User is responsible for cleaning the Facility immediately after the Event. This includes [list of cleaning activities]. *[Specify any cleaning activities that you want done, such as sweeping the floor(s), disposing of all trash in trash receptacles, washing all dishes, wiping kitchen counters and tables, and returning all furniture that was moved for the Event to its original locations.]*
- Use of the Facility shall not create any nuisance or disturb the quiet enjoyment of anyone using adjacent or common premises and facilities.
- User is responsible for the cost of all repairs to the Facility required as a result of damage caused by User or User's employees, agents, contractors, licensees, guests, and invitees.
- Vehicles are not permitted anywhere other than in designated parking spaces outside the Facility.
- For all Events involving minors (persons 17 years or under), there shall be at least ~~one (1)~~ adult(s) over 18 years of age for every ~~ten (10)~~ minors for the duration of the Event.
- User also understands and agrees that (i) it is responsible for all actions of its participants and guests; (ii) any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Municipality; and (iii) Municipality reserves the right to immediately terminate this Agreement and User's use of the Facility in the event of any violation of the foregoing terms of use without liability to Municipality. In the event User's use of the premises and facilities involves participants who are minors (including the minor children of participants), then User shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult.

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6. **VACATING FACILITY.** At the expiration of the above stated dates and times, or upon the earlier termination of this Agreement, User will promptly and peaceably vacate the Facility and remove its employees, agents, contractors, licensees, guests, and invitees and their property from the Facility and conduct the cleaning activities specified in Section 5 of this Agreement so that the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event.

7. **INJURIES TO PERSONS AND LOSS OR DAMAGE TO PROPERTY.** The Municipality is not liable for any injury to persons or loss or damage to private property which occurs during the Event. User is financially responsible for any damage to or loss of Municipality property that occurs during the Event.

8. **USER FEE.** User will pay the Municipality a user fee of \$ _____ per meeting, payable _____ (when or how often).

[If a security deposit is required by the Municipality, insert the following section.]

9. **SECURITY DEPOSIT.** In addition to the user fee specified above, User will also pay the Municipality a security deposit of \$[insert amount] at the signing of this Agreement. Such security deposit will be returned subject to the following conditions: Promptly after each of the scheduled Events, the Municipality will inspect the Facility. If damage has been caused to the Facility, or cleaning activities specified in Section 5 of the Agreement have not been carried out, the Municipality may retain all or a portion of the security deposit, give written notice to User specifying the amount retained and the reasons therefor, and require an additional security deposit before the next scheduled Event takes place. In addition to retaining the security deposit, the Municipality may pursue any additional remedies authorized by law to recover its damages or losses. If, at the conclusion of all of the Events, cleaning activities specified in Section 5 of this Agreement have been conducted and the Facility is in the same condition (ordinary wear and tear excepted) as at the inception of the Event, the Municipality will return the security deposit to User by first class mail within seven days after the conclusion of the last of the scheduled Events.

10. **INSURANCE.** For all Events, User will procure and maintain, at its sole cost and expense, comprehensive general liability insurance in which the Municipality is named as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Municipality with a certificate of such insurance at the time of signing this Agreement.

11. **INDEMNIFICATION AND HOLD-HARMLESS.** User agrees to indemnify and hold the Municipality, its officers, agents, and employees, harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's employees, agents, contractors, licensees, guests, and invitees.

12. **CANCELLATION.** The user fee will not be refunded if notice of cancellation is received by the Municipality less than [insert number] days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

13. **RIGHT OF ENTRY AND TERMINATION.** The Municipality, its officers, agents, and employees shall have the right to enter the Facility at all times during the Events to confirm User's conformance to this Agreement. If the Municipality determines, in its sole judgment, that User has breached a term of this Agreement, the Municipality shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term without any refund to User.

14. **CONFORMANCE WITH THE LAW.** User agrees that User will abide by and conduct its affairs in accordance with the Municipality's Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

15. **ENTIRE AGREEMENT.** This Facility Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

I, _____ (printed name of User), acting on my own behalf and also acting on behalf of _____ (name of organization, if applicable), being fully authorized to do so, hereby waive and release any and all claims against [*Municipality Name*], together with its various departments, employees, officers, elected officials, agents, and any and all other persons or entities acting on its behalf, from any and all actions of any nature whatsoever asserting any injury, accident, harm, loss, damage, or cost arising in connection with the use of any facilities pursuant to this Agreement, and further undertake to defend and indemnify all of the aforesaid parties against any and all such claims and forever hold them harmless from the same. **I also certify that I have read this form and that all information stated herein, including any information on the facility use policy appended hereto, is true to the best of my knowledge, information and belief.**

Signature of User Date: _____

Address of User: _____ Cell phone #: _____

APPROVED BY THE TOWN OF THETFORD, VT. Date: _____

By _____, duly authorized Agent
Bryan R. Gazda

Appendix

A. Model Collection Policy

TOWN OF THETFORD, VERMONT POLICY OF THE COLLECTOR OF DELINQUENT TAXES

The purpose of this policy is to establish clear guidelines so that all delinquent taxpayers will be treated fairly and will know what to expect.

- A. As soon as the warrant has been received, ~~if additional notices will be sent, insert the relevant period such as "and quarterly" or "and each month afterwards"~~, the collector of delinquent taxes will send a notice to each delinquent taxpayer indicating the amount of taxes, penalty and interest owed.
- B. Only payment arrangements that will pay the bill in full before the due date of next year's bill will be accepted.
- C. If the tax on personal property is not paid in full within ~~10~~ 30 days of the notice, the tax collector will seek the authorization of the selectboard to place a lien on the property.
- D. Mortgage holders and lien holders will be notified of the delinquent taxes ~~when a lien is placed and if additional notices will be sent, insert relevant language such as "30 days after the first notice has been sent to the taxpayer and again"~~ prior to tax sale.
- E. Partial payments will be applied proportionally between the principal amount of the tax, interest, and penalty fee.
- F. If the amount due is less than \$500 and no satisfactory payment arrangements have been made in one month, or if the prior payment agreement has not been met, the tax collector may file a complaint with small claims court.
- G. If the amount due is \$500 or more and no satisfactory payment arrangements have been made in one month, or if the prior agreement has not been met, the tax collector may begin the following actions to conduct a tax sale of the property or as much of the property as is necessary to pay the tax, plus costs and fees:
 - 1. The collector will notify the taxpayer and all mortgage and lien holders of the tax sale decision, the date by which full payment must be received, and the costs to expect once the sale process begins.
 - 2. If the deadline date has passed and full payment has not been received, the collector will proceed with a tax sale according to the procedures specified in 32 V.S.A. § 5252.
 - 3. Costs of preparing and conducting the sale, including legal fees up to a maximum of 15% of the amount of the delinquent tax, will be charged to the delinquent taxpayer.
- H. Each taxpayer has a right to apply for abatement of property taxes based on any of the grounds listed in 24 V.S.A. § 1535. If you would like to schedule a meeting with the board of abatement, please contact the Town Clerk's Office at 802-785-2922, ext. 11.

Style Definition: Footer, Footer 9 pt

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- I. If no one purchases the property at tax sale, or if, in the judgment of the collector, proceeding with the tax sale is inadvisable, the collector shall collect the delinquent taxes using any or all of the methods permitted by law.
- J. If a property is being sold for taxes, the owner may request in writing, not less than 24 hours prior to the tax sale, that a portion of the property be sold. Such request must clearly identify the portion of the property to be sold and must be accompanied by a certification from the Vermont District Environmental Commission and the town zoning administrative officer that the portion identified may be subdivided and meets minimum lot size requirements. In the event that the portion identified by the taxpayer cannot be sold for the tax and costs, then the entire property may be sold to pay such tax and costs.

Collector of Delinquent Taxes
Town of Thetford, Vermont

Green Procurement Policy

Overview

The purpose of this policy is to commit the Town of Thetford to a high level of fiscal, social, and environmental responsibility in the procurement of energy-related capital improvements, and to define the process for procuring these products. The Town of Thetford will prioritize improvements, systems, vehicles and equipment, and other energy-related products that are energy-efficient and powered by, or are capable of being powered by, renewable energy sources, and will eliminate, wherever feasible, the use of fossil fuel.

Background

The Town of Thetford has several energy and climate goals, including:

- Meet 90% of energy needs from renewable sources by 2050
- Cut greenhouse gas (GHG) emissions by 45% by 2030

With each purchase of goods and services, the Town has the opportunity to not only further these goals, but also to lead by example for the rest of the community and demonstrate the value of environmentally sound purchasing decisions.

This Policy provides a framework to utilize when making purchasing decisions, helping to ensure that the purchases the Town makes are in line with its stated goals and objectives related to energy and climate change. The Policy also outlines procedures that ensure the Town: utilizes the resources and incentives of the State's energy efficiency utility and the Town's electric utility, selects products that best meet the Town's operational needs, and reduces ongoing operational costs.

This Policy tasks the Green Procurement Review Committee to review proposals from Department Heads for Large Capital Improvements for consistency with this Policy. The Town Manager, in consultation with the Joint Thetford Energy Committee (JTEC), will monitor, review, and, if necessary, develop new procedures and practices related to this Policy. The Town Manager/JTEC will report progress and findings to the Selectboard at least annually and as appropriate, including any proposed alterations to the Policy.

Nothing in this policy will be construed as requiring a department, vendor or contractor to procure goods or services that do not perform adequately for their intended use or are not available at a reasonable price or in a reasonable period of time. Decisions regarding adequacy or suitability for use will be at the discretion of the Selectboard.

Definitions

"Alternative Fuel Vehicle (AFV)" is defined as an all-electric, Plug-in Hybrid Electric (PHEV), hybrid-electric vehicle, or biodiesel vehicle.

“Building Modifications” are defined as additions, alterations, renovations, and repairs to existing buildings.

“Emergency Repair/Replacement” is defined as a repair/replacement for which immediate action is needed to avoid harm to Town property or personnel, and/or would substantially impact the Town’s ability to provide adequate services. The Town Manager will have full discretion to determine what constitutes an Emergency Repair/Replacement, and whether, in light of the emergency situation, the procedures defined in this Policy should apply as defined or in an amended form.

“Green Procurement Review Committee” is the group responsible for reviewing budget requests for consistency with this Policy. The Green Procurement Review Committee consists of the Town Manager, the Requestor (defined below), a Selectboard-appointed JTEC representative, and the IREC (if applicable).

“Large Capital Improvements” include vehicles, equipment, and machinery (VE&M); heating, ventilation, and air conditioning (HVAC) replacements, and; building modifications and new construction.

“Requestor” is the Department Head or other individual making a purchase request under this Policy.

“Small Capital Improvements” is defined as appliances and electronics, lighting, cooking equipment, and pumps, motors, and drives.

“Vehicles, equipment, and machinery (VE&M)” VE&M is defined as all light-, medium-, and heavy-duty vehicles and equipment (e.g., loaders, graders, excavators), small machinery, including but not limited to mini-excavators, ATVs, snow blowers, and lawn mowers, and small equipment, including but not limited to chainsaws and leaf blowers.

Policies

Vehicles, Equipment, and Machinery (VE&M)

It is the policy of the Town to utilize VE&M that will achieve the largest reduction in greenhouse gas (GHG) emissions possible, while meeting the operational needs of the Town and without putting an undue financial burden on the Town. VE&M were responsible for over 80% of the Town’s direct GHG emissions in 2020. VE&M also contribute significantly to other air pollutants that are harmful to human health and the environment. Lowering emissions and costs from VE&M should be achieved by optimizing the fleet size, reducing vehicle miles traveled (VMT), reducing idle time, transitioning to AFVs, and increasing fuel economy.

Additional VE&M Policies – Fleet Maintenance

- i. Environmentally friendly products, such as recycled coolants and re-refined oils, will be used where available when cost effective and when it will not void the manufacturer's warranty or negatively impact the vehicle's operation.
- ii. A reasonable effort will be made to reduce or eliminate vehicle leakage of environmentally harmful substances such as coolant, oil, or fuel.
- iii. Re-treaded tires will be purchased for large-wheeled or slow-moving vehicles, when applicable, and meet or exceed the performance and safety requirements of a new tire.

Space Heating and Water Heating Replacements

It is the policy of the Town not to install new fossil fuel-based heating systems. Water heaters can last for a decade or more, and heating systems can continue to operate for several decades. Thus, decisions made today will either avoid, or lock in, fossil fuel use for many years to come. The significance of these decisions necessitates careful planning, potentially over multiple years. Replacement heating systems in particular should be evaluated in the context of current and future plans for the building. For example, in general buildings should be weatherized prior to replacing the heating system to avoid installing an oversized heating system. Evaluation of whether the existing heat distribution system (i.e., forced-air, steam, etc.) best meets the needs of the building is also necessary before selecting a replacement.

Ventilation

It is the policy of the Town to utilize effective and energy-efficient ventilation systems in municipal buildings wherever economically feasible. Installing new ventilation systems should be considered during building renovations or modifications, and replacing existing ventilation systems should be considered when the systems are not adequately protecting the health and safety of building occupants and/or the building, or when the existing system fails. Controls are an important piece of an effective, efficient ventilation system.

Air Conditioning

It is the policy of the Town to limit the use of air conditioning systems, and to utilize heat pump systems that can simultaneously replace or offset fossil-fuel use for heating wherever possible. Like a replacement heating system, new air conditioning systems can last for decades and should be evaluated in the context of existing and future plans for the building.

Building Modifications and New Construction

It is the policy of the Town to utilize best practices for efficiency during Building Modifications; to build all new construction to net-zero energy standards, and; not to install new fossil-fuel-based systems in new construction or Building Modifications. Modifications to existing buildings or the construction of new municipal buildings are opportunities to significantly lower the Town's energy use and greenhouse gas emissions for generations. Additionally, proper construction techniques lower or eliminate ongoing energy costs and can significantly extend the lifespan of buildings.

Small Capital Improvements

It is the policy of the Town that Small Capital Improvements are efficient and whenever possible should not use fossil fuels. Small Capital Improvements should be ENERGY STAR certified and/or qualify for incentives through Efficiency Vermont, where possible.

Municipal Inventory and Reporting

It is the policy of the Town maintain an inventory of the municipal vehicle fleet, facilities, energy use, and GHG emissions, and to report on these inventories annually in the Town Report.

Procedures

1. Large Capital Improvements

For Large Capital Improvements, as defined in this Policy, a review by the Joint Thetford Energy Committee (JTEC) and the Green Procurement Review Committee is required.

1.1. JTEC Review

In August of each year, the Town Manager will provide the JTEC with a list of all Large Capital Improvements that will be considered in the upcoming budget discussions. The JTEC will review the list and provide recommendations to the Town Manager using the respective procedure described at Attachment A (VE&M), Attachment B (HVAC), or Attachment C (building modifications and new construction). The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

1.2. Green Procurement Review Committee Assessment

The Green Procurement Review Committee will review the JTEC's recommendation, assessing the recommendation against the standards established in this Policy, as well as the ability of the recommendation to meet the town's operational needs, its cost relative to alternatives, and other factors as appropriate. The Town Manager will consider the Green Procurement Review Committee's assessment when developing a final budget proposal for the Selectboard, and will include a written description of the Green Procurement Review Committee's assessment, approved by the Committee, as part of the final budget proposal.

2. Small Capital Improvements

For Small Capital Improvements, review by the Green Procurement Review Committee is not necessary. The Town Manager will ensure that all requirements detailed at Attachment D are met during the procurement process.

3. Municipal Inventories

An inventory of the Town's vehicle fleet will be maintained by the Town Manager and will include the following information:

- I. Make, model, and year of all vehicles and equipment.
- II. Annual miles driven (or annual hours of metered equipment).
- III. Quantity of fuel consumed by fuel type.
- IV. Cost of fuel consumed by fuel type.

This inventory will be maintained in a database of the Town Manager's choosing.

An inventory of the Town's building energy use and municipal GHG emissions will be maintained by the IREC/JTEC. The inventory metrics should include at least the following information for Town facilities:

- I. kWh consumed and cost of electricity
- II. Gallons of fuel (if applicable) consumed and cost of fuel

This inventory will be in [Energy Star Portfolio Manager](#).

The municipal GHG emission inventory will follow the [Global Protocol for Community-Scale Greenhouse Gas Emission Inventories](#). Inventories will be maintained in the [U.S. EPA's Local Greenhouse Gas Inventory Tool](#).

4. Fleet Utilization

The Town Manager will provide fleet utilization reports to the departments and the JTEC, and make recommendations about possible fleet reductions.

5. Reporting

A summary of the inventories described in section 3 will be published annually in the Town Report. Additionally, the Town Manager, with support from the JTEC, will report to the Selectboard annually on the Green Procurement Policy, including any decisions to amend or reject budget requests as a result of the Policy, and any proposed amendments to the Policy.

6. Exceptions

The Town Manager may waive the requirements detailed at Attachments A, B, and C for Emergency Repairs and Emergency Replacements only.

Contacts/Responsible Official

Questions related to the daily operational interpretation of this policy should be directed to the Town Manager.

The foregoing Green Procurement Policy is hereby adopted by the Selectboard of the Town of Thetford, Vermont, this ____ day of June, 2022, and is effective as of this date until amended or repealed.

Signatures

Selectboard Chair

Selectboard Members:

Attachment A - Vehicles, Equipment, and Machinery (VE&M) Procedures

1. VE&M need justified

In order to ensure that the Town does not invest in unnecessary or underused VE&M, the JTEC will assess the need for the VE&M in consultation with the Requestor and by reviewing the utilization reports. The assessment should include a review of whether the VE&M could be shared among departments or rented.

2. VE&M sized for purpose

The JTEC should assess whether the requested VE&M could be smaller (e.g., a sedan instead of an SUV).

3. Fuel type guidelines

The following fuel types are ranked in order of preference:

- All-electric
- Plug-in Hybrid Electric (PHEV)
- Hybrid-electric
- Biodiesel
- Gasoline/Diesel

The JTEC should search for the vehicle type using the U.S. Department of Energy (DOE) AFV search engine, available [here](#). When searching the DOE AFV database, check electric, PHEV, hybrid-electric, and biodiesel only. The DOE database on AFVs is continuously updated and provides a comprehensive list of AFVs currently available in the U.S. market. If a suitable AFV is found, the form asks for the specific make and model. **If no AFV is found, an explanation must be given before evaluating a gasoline or diesel vehicle.**

4. Determine incentives

Determine available incentives through Efficiency Vermont, Green Mountain Power, and other funding sources.

5. VE&M compared for fuel economy (vehicles only)

If no AFV is found, only vehicles with high fuel economies will be considered. The JTEC should search for their desired vehicle type [here](#) and fill in the form with the highest fuel economy currently available on the market.

6. Submit recommendations to the Town Manager

Provide the Town Manager with a written recommendation(s) summarizing the JTEC's process and justifying the recommendation. The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

Attachment B – HVAC Procedures

Space Heating and Water Heating Replacements

1. Fuel type guidelines

The following fuel types are ranked in order of preference:

- Heat pump (ductless, ground-source or geothermal, air-to-water, centrally-ducted, commercial water-source) or solar (hot water systems)
- Biomass
- Fossil fuel

2. Contact Efficiency Vermont

The Town's Efficiency Vermont representative will provide technical assistance to determine the best fuel-type, distribution (heating systems only), equipment sizing, and system efficiency. The JTEC will include Efficiency Vermont's assessment as part of its recommendation to the Green Procurement Review Committee.

3. Determine incentives

Determine available incentives through Efficiency Vermont, Green Mountain Power, and other funding sources.

4. Submit recommendations to the Town Manager

Provide the Town Manager with a written recommendation(s) summarizing the JTEC's process and justifying the recommendation. The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

Ventilation

1. Contact Efficiency Vermont

Contact Town's Efficiency Vermont representative for technical assistance to assess the need for ventilation, the appropriate type of ventilation system, and the proper controls for the system. The JTEC will include Efficiency Vermont's assessment as part of its recommendation to the Green Procurement Review Committee.

2. New ventilation system guidelines

For the installation of a new ventilation system, only the following ventilation systems will be considered:

- Energy recovery
- Heat recovery

3. Replacement ventilation system guidelines

For the replacement of a failed existing ventilation system, energy and then heat recovery systems will be considered unless technically or economically infeasible. Justification must be provided for a simple replacement of a non-ERV/HRV balanced system or an exhaust-only system.

4. Submit recommendations to the Town Manager

Provide the Town Manager with a written recommendation(s) summarizing the JTEC's process and justifying the recommendation. The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

Air Conditioning**1. Needs Assessment**

Assess whether and where air conditioning is needed.

2. Use heat pump systems

Heat pump systems should always be the first systems considered, with the goal of completely (preferable) or partially meeting the building's heating load in addition to providing cooling. If there are documented plans to replace the building's heating system in the future, and cooling is needed immediately, a room air conditioning unit (e.g., window air conditioning unit) may be considered. The unit must be ENERGY STAR certified.

3. Contact Efficiency Vermont

Contact Town's Efficiency Vermont representative for technical assistance to assess the appropriate type of air conditioning system. The JTEC will include Efficiency Vermont's assessment as part of its recommendation to the Green Procurement Review Committee.

4. Submit recommendations to the Town Manager

Provide the Town Manager with a written recommendation(s) summarizing the JTEC's process and justifying the recommendation. The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

Attachment C – Building Modifications and New Construction Policies and Procedures

1. Contact Efficiency Vermont

The JTEC will ensure that all applicable projects (major renovations and new construction) enroll in [Efficiency Vermont's Commercial New Construction Program](#) or equivalent. For modifications that do not qualify for Efficiency Vermont's Commercial New Construction Program, the JTEC will ensure that the Requestor involves either an Efficiency Vermont representative or a Building Performance Institute (BPI) Certified contractor or consultant.

2. Net-zero new construction

The goal of all new construction will be to achieve net-zero energy on an annual basis, as defined by one of the following standards:

- **Preferred:** Achieve a net-zero certification from Efficiency Vermont through its Commercial New Construction Program (includes incentives for successfully completion)
- Achieve a [HERS Index](#) Score of ≤ 0
- Achieve [PHIUS+ Certification](#)

3. No fossil fuels

Except where no practical alternative is available, the Town will not use fossil-fuel based systems in new construction or modifications, where the modification includes the need for replacing space or water heating systems, ovens, cookstoves, or any other appliance or system that traditionally requires combustion, under any circumstances. Any exception to this policy will be reported by the Town Manager to the Selectboard for approval.

4. Submit recommendations to the Town Manager

Provide the Town Manager with a written recommendation(s) summarizing the JTEC's process and justifying the recommendation. The JTEC will return a written summary of its recommendations to the Town Manager by no later than November 1 or as mutually agreed upon by the Town Manager and the JTEC.

Attachment D – Small Capital Improvements Procedures

Appliances and Electronics

Appliances include refrigerators, washing machines, clothes dryers, dishwashers, and dehumidifiers. Electronics include computers, monitors, and televisions. Requestors will utilize the following process for purchases of appliances and electronics.

- Clothes dryers, dehumidifiers, and refrigerators
 - Dryers must be on Efficiency Vermont’s Qualified Products List or ENERGY STAR certified. For up-to-date listings, see the [Rebates section on Efficiency Vermont’s website](#).
 - Secure all eligible rebates through Efficiency Vermont.
- Computers, dishwashers, monitors, televisions, and washing machines
 - Must be on the [ENERGY STAR Most Efficient list](#).
 - Secure all eligible rebates through Efficiency Vermont.

Lighting

Includes indoor and outdoor lighting. Requestors will utilize the following process.

- For larger projects, complete a lighting power density analysis.
- All replacements will be LED, and the lowest wattage LED replacement that achieves the desired lumens will be utilized.
- All replacements will be on [Efficiency Vermont’s Qualified Lighting Products List](#), if applicable, or ENERGY STAR certified if not applicable.
- For larger projects, consider contacting Efficiency Vermont for [consulting services or custom incentives](#).
- Consider installing motion sensors and/or daylight controls.

Cooking Equipment

Includes refrigerators, dishwashers, cookstoves, ovens, steam cookers, hot food holding cabinets, fryers, griddles, and hood fans, etc. Requestors will utilize the following process.

- Contact Efficiency Vermont for consultation on appropriate equipment and design.
- Secure all eligible rebates through Efficiency Vermont.

Pumps, Motors, and Drives

- [Contact Efficiency Vermont](#) for free consultation on energy efficient replacements and energy-saving controls.



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Selectboard Regular Meeting *Draft* Minutes

VIRTUAL ONLY

Pursuant to (S. 222) Act No. 78
Monday, May 16, 2022 7:00 PM

Selectboard members present: Sharon Harkay (Chair), Li Shen (Vice Chair), Mary Bryant, David Goodrich, Steve Tofel
Others present: Town Manager Bryan Gazda, Town Clerk/Treasurer Tracy Borst, DPW Foreman Dale Lewis, Intermunicipal Regional Energy Coordinator Geoff Martin, Selectboard Clerk Martie Betts

Sharon Harkay called the meeting to order at 7:00

1) Agenda Review

The draft delinquent taxes policy is not ready for review so agenda item #6 will not be discussed.

2) Town Manager Report – Bryan Gazda

a) Cell Tower Update

Bryan said on Friday the first pieces of heavy equipment were brought in to start the site clearing process. For the last two weekends there have been surveyors marking where the road is going to be. The crew is coming up from Kentucky and were planning on being in Thetford today. The tentative schedule is to get the tower up in 60 days and then AT&T comes in to install all the gear. The tower should be fully operational around Labor Day or shortly after.

b) Latham Road Project Update

The project went out to bid starting on May 12th. There will be a pre-bid meeting scheduled for May 23rd, with a bid opening of June 1st, 2022, at 10:00 AM.
Li Shen asked if the environmental review for this project, mentioned in the past has been done. Bryan said that it is underway. The documents are forwarded to the state. Li asked if this was just a desk top review or do they come out and look at it. Bryan said according to Chris Bump, because the funds are from the state, this is not a full NEPA review, just a desktop. That all has to be done before signing the grant documents. Li asked if the bids would be in and maybe finalized before we have the money. Bryan replied that we have the money, and the bids are good for 60 days. The only real concern would be spending the money before July 1st. Li asked if the environmental review was just a formality, as Bryan had said they need it to get the money and also that we already have the money. Bryan explained that the money is secured, and this is the process that you go through to receive it. It's a VTrans review of the project, primarily because of the ditching and any potential cross culverts that may need to be installed.
Li said on the topic of culverts, she looked at the culvert atlas from Two Rivers Ottauquechee Regional Commission (TRORC) and it showed 3 culverts in fair condition and 1 in poor condition. The one in poor condition and 2 of the fair condition culverts are 18", but the third is a 60". Li didn't see any 60" pipe listed and wondered why that was. Bryan said the plan now is to package the culverts later and they have different options such as something called a slip-lining or even re-condition the existing culvert. Li asked if that would diminish the size of the culvert. Bryan said it was his understanding that the capacity of the culvert would not diminish.



1 Sharon interrupted the conversation to tell people that if power went down, the meeting would be
2 continued until next Monday.

3 Li said she noticed that the cracked ceiling was not in this estimate but there was more
4 excavation, so did the excavation replace the cracked ceiling in Phase One. Bryan said that was
5 his understanding, that this would be a more in-depth project.

6 Tracy asked what was happening in terms of funding for the project.

7 Bryan said until he gets the bids he won't really know, but he does think they will need to spend
8 some amount of ARPA money to complete the project. The estimate is \$1.3 million dollars, and
9 there should be approximately \$900,000 dollars between leftover bond money, money in the
10 paving fund and money in the 2022 budget. This means we may need to look at between
11 \$200,000 and \$400,000 in ARPA money.

12 c) Treasure Island Update

13 This coming Saturday will be a general cleanup day. There are specific things we are planning
14 to get done and the committee did not invite public, as they have in the past. Selectboard
15 members are welcome to come and help.

16 Sharon said they will be announcing it to the public this week. They will be starting at 11:00 AM
17 and going until 3:00 PM. There will be list of projects on postee so when people arrive, they can
18 see what there is to get done and have some choice about how much hard labor they want to do
19 and how dirty they want to get. We're hoping that the new sign will be in... Bryan said it is in.

20 Sharon said that there will be an unveiling ceremony. Bryan added that the pole for the sign is 9'
21 in length so he's not sure who will be picking it up, but the signs are ready.

22 Bryan said he spoke with Recreation Director Amy Fahey in the afternoon and the lifeguards that
23 were lined up have taken other jobs. There is currently just one head lifeguard. Amy is actively
24 recruiting and once again it comes down to the rate of pay. We were planning on paying \$13 an
25 hour, but our neighboring communities are paying more. We do have a lot of gate attendants and
26 they have been approached about moving to lifeguard, but they don't want to take on the extra
27 responsibility for that amount of money. The difference in the wages between a lifeguard and
28 gate attendant is 45 cents. Sharon asked if the pay rate could be altered. Bryan said he would
29 have to speak with Amy. He believes the town of Fairlee is going to pay \$14.50 an hour. Bryan
30 said he is not happy about the idea of raising the rate of pay because once you do it's hard to go
31 back. There may be quite a few times this summer when we have to put out the "no lifeguard on
32 duty, swim at your own risk" sign.

33 Sharon asked if people could purchase passes for the year?

34 Bryan said they can be purchased through MyRec now. The rates will be the same as last year.

35 d) VT Alert Training

36 Chief Scruggs, Dale Lewis and Bryan attended the training at the end of last week and they are
37 now certified and can post things on VT Alert. VT Alert is not a general bulletin board, it is
38 really just for severe situations and the state monitors the postings.

39 e) Meeting with VLCT Executive Director

40 Last Thursday Sharon, Li and Bryan met with Ted Brady. Sharon said that Mr. Brady had
41 wanted to meet with them for their input on what the Vermont League of Cities and Towns
42 (VLCT) is doing well now and what they would like to see VLCT do in the future.

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1 **f) Other**

2 Bryan noted that there has been a recent spike in COVID cases and asked whether masking
3 should be recommended at town facilities. Mariah Whitcomb, EMS Director, told Bryan it might
4 be fluid – one week masks on and then the next week masks not needed.

5 Li Shen asked if any new cases had come up in Town Hall. Bryan responded that another
6 employee had tested positive, but they did not work in Town Hall.

7 Tracy Borst said her office is content with how things currently are and would also be okay with
8 putting up signs. Customers are in and out quickly, and if they are masked her staff will
9 generally also mask, or at least ask. This current outbreak has not spread to her office, and the
10 staff is comfortable with status quo.

11 Mary Bryant made the suggestion that we ask people to not use cloth masks because they are
12 ineffectual with this new variant and that we provide KN95 masks at the door.

13 Sharon thought we should offer a choice of masks, as some people have problems with the fit of
14 N95 or KN95 masks. They could continue to have the medical version available, and let people
15 choose rather than dictating.

16 Tracy agreed that people should not be asked to wear a particular mask. She pointed out that her
17 office has made it through to this point safely and will continue to work with people remotely if
18 they prefer. She will put out a notice about how people can do business without coming into
19 Town Hall.

20 Bryan said based on the comments they will continue with masks at Town Hall.

21

22 **3) Public Comment**

23 Dale Lewis, director of the Public Works Department (DPW) said he wanted to clarify that if a
24 tree is down on Routes 113, 5 or 244 the State garage needs to be contacted, not the town garage.
25 The DPW will help, if necessary, but the state should be contacted first.

26 Sharon asked about issues that come up off hours.

27 Dale said the residents should call 911, as the dispatchers have the contact information for Dale
28 and the state.

29 Tracy wondered if people should call 911 even during open hours, rather than contacting her
30 office which would then try to find someone to help.

31 Dale said that would also be a good idea.

32

33 **4) Consideration of Green Procurement Policy**

34 Geoff Martin was at the meeting to review the edits he and Bryan had made to the policy after
35 the comments from the last Selectboard meeting. David Goodrich had sent some comments via
36 email to them as well.

37 Geoff shared his screen and went through the changes.

38 Tracy questioned whether retread tires could be used on over-the-road trucks. Dale Lewis
39 confirmed that they could not be used.

40 There was more conversation about the use of “shall” versus “will” and “should”.

41 Geoff will make the additional changes and submit a clean copy for the Selectboard to approve
42 and adopt.

43

44



1 **5) Clerk/Treasurer Update with Tracy Borst**

2 Tracy said it had been a while and she had several items to discuss, but she would be as brief as
3 possible. She has come across an outfit called Constant Contact, which is an email subscription
4 group. As Bryan mentioned in his report, the VT Alert system is not for general messages, but
5 very specific emergency situations. Last year, we had considered some email programs that
6 would allow us to have different email lists so residents could sign up to have all notices from
7 the town, regarding roads, Town Manager or Town Clerks office, etcetera. They were thousands
8 of dollars a year. Constant Contact comes in at about \$300 year. Tracy would like to try this in
9 her office at first to see how it goes. Tracy said she and Martie have looked at the program and
10 have started to think about how to use it. Tracy's budget can handle this amount and we'll see
11 how it goes and how the board feels about expanding it beyond our usage.

12 Mary Bryan asked if Tracy would use both texting and email.

13 Tracy said that last year a program called TextMyGov was sent to her and other department
14 heads. Tracy and others felt that texting would just be an additional way of contacting us, and we
15 feel like we are already pretty reachable without it. TextMyGov was a lot of money and while it
16 gave the residents the ease of texting us, for cost reasons and use reasons, it was a lot. Think of
17 this program as an email newsletter which could be specialized to roads, Town Manager
18 announcements, animal notices, voting, and others. There is the Thetford Listserv, but it is not a
19 town product. It is for the town but not of or by the town. A lot of town departments and
20 committees use it for announcements, but it is not controlled by town. This will be for messages
21 going out that will point people back to the website for more information, as well as have our
22 contact information.

23 Tracy said the second clerk's item is about public records requests. When we get records
24 requests, Tracy reaches out to various state agencies because the requests all seem to be just a
25 little bit different. Something Tracy is always asked about is about the town's records
26 management program. The recommendation is that we have a records retention policy. All
27 records are required to be kept unless we have the correct authorization to dispose of them. The
28 Vermont agency that regulates this, VSARA, has disposition orders online. All records are
29 required to be kept unless there is a disposal order that allows us to get rid of them. Tracy said in
30 her office they have been following the disposal order, but we haven't adopted the program. The
31 records management program requires that we attend a training, then we would get familiar with
32 the retention records. We need to adopt a policy, and create our own records schedule, which
33 could follow the state policy or be amended slightly for our town. Once the policy is in place, we
34 would need to do a records inventory.

35 Sharon asked how the policy would connect to a public records request.

36 Tracy said when a request is received, we have to reach out to state agencies and this is the first
37 question they ask.

38 Sharon said that having this policy will not make it easier to fill requests.

39 Tracy confirmed and said it is something the town should have regarding getting rid of records.
40 We should be following the rules.

41 Bryan asked if this is just for Tracy's office. The policy would be town wide, but what she is
42 looking at doing is just for her office.



Town of Thetford Vermont

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1 Tracy said not necessarily. Her office is the one that she is concerned about, but this would be a
2 town policy. Every office and every committee have for example, emails. What are the rules for
3 retaining emails?
4 Bryan said it was good that we look at a policy, but this is not just one office that this is
5 applicable to. The Selectboard has its own records, even in Bryan's office there is a cabinet of
6 old Selectboard records. If you are going to look at a policy like this one, the Selectboard must
7 think about the implications on all of the boards, all of your commissions and committees. While
8 he is not against having a policy, it would have broad reach of who would be required to follow
9 this policy. Tracy said she was not suggesting it for just her office, she is suggesting that the
10 Town adopt it. It is something that the town should have in place.
11 Steve wanted to confirm that the town can make requirements more stringent than the state
12 standard, but not less.
13 Tracy confirmed. There is information in your packet about the statutes and VSARA website that
14 regulates this.
15 Steve asked if the next step would be for somebody draft a policy.
16 Tracy said the draft policy is in the packet.
17 Tracy said she would like to take the training, along with her assistant Martie, and Bryan would
18 be welcome to participate. VSARA suggests that we take the training and then adopt the policy.
19 Now we are all over the place from department to department and throughout our committees.
20 There is not a wide awareness of the guidance that we do have across our town. Tracy said what
21 really made her dive into this was a records request that affected an email digest that she gets.
22 The Clerk's and Treasurer's Association has a listserv, and she received the request as Chair of
23 this Association for all emails in a particular month. This association is not a municipality;
24 however, Tracy gets these emails, so the requestor was able to get to her because she gets this
25 digest and had months of these emails in her inbox. Tracy had to comply because she had some
26 records. At this point those records, like a newsletter, are considered transitory so they can be
27 deleted, though there would be better grounds to delete them if we had this policy.
28 Sharon asked about the training. Tracy said it is virtual and there is no cost. Sharon said she
29 would like Tracy's recommendation after taking the training on whether Selectboard members,
30 committee/commission chairs and department heads should take the training.
31 Treasurer's items: Tracy wanted to update the Selectboard about VHFA (VT Housing Finance
32 Agency) using ARPA money for a VT Homeowners Assistance Program to help pay property
33 taxes. Tracy had mailed the information with the last delinquent tax notice and has been reaching
34 out to specific property owners. One person has already applied and received payment, and
35 Tracy is working on 5 other applications with them. The town had to be established on the portal,
36 but everything comes via email, and she has to reply via email, so Tracy is not sure why she had
37 to set up the account on the portal, but it is there. Tracy wanted the Selectboard to be aware that
38 state ARPA funds are being used to assist our taxpayers.
39 The ARPA reporting is complete. We have spent approximately \$800 on masks and mailboxes
40 when we had our town wide mask mandate.
41 Homestead late filing fees: Our education tax is billed through the town though the tax rate is set
42 by the state. Our education tax has 2 rates, homestead and nonresidential. Each property is
43 classified with the filing of the form HS 122 and the deadline for filing is April 15th. People can
44 file as late as October 15th but filing between 4/15 and 10/15 generates the 8% late filing penalty.



1 The Selectboard has voted almost every year to charge the penalty when the tax rate is set. In the
2 past, when someone got that penalty, they could appeal to the Selectboard for the fee to be
3 waived. This is different from the abatement hearings with the Board of Abatement. With the
4 late filing fees, taxpayers have come to the Selectboard to ask for that fee to be waived. Some
5 years none of these were granted, and some years everyone that asked was granted. Tracy found
6 late in the season last year that these appeals are to go to the Listers first, and the Selectboard has
7 information about that in the packet. Tracy said she wanted to start the discussion before tax
8 season, so the process could be ironed out.

9 Sharon said she is reading the information differently or perhaps she misunderstood what Tracy
10 said. The information says if the basis for appeal is grounded in hardship it goes to the
11 Selectboard or if the Selectboard chooses, to the Board of Civil Authority. It's only cases not
12 involving hardship or appealing domicile determination that it goes to the Listers first.

13 Tracy confirmed and said the appeals have not always been based on hardship. The hardships
14 specifically stated are called to full time, active military duty, serious illness or disability of the
15 taxpayer, or an immediate family member, or fire, flood or other disaster.
16 Sharon also noted the inability to pay.

17 Tracy said she would be happy to discuss further if the Selectboard wanted to take a closer look
18 and schedule it for another meeting. Tracy said she won't start to see these until well into
19 August, September, and October.

20 Sharon said she has heard requests because the taxpayer thought that their tax preparer filed on
21 time, or they thought there was an extension of the deadline. It sounds like those cases should
22 have gone to the Board of Listers.

23 Mary Bryant said she would like more time to review the information considering the
24 conversation. She would like to carry this over to another meeting.

25 Sharon said one thing that stuck out to her was that whoever is passing on the request to appeal
26 to the Selectboard must include his or her recommendation as to whether we should approve or
27 deny the appeal. That is something we haven't had before.

28 Mary asked if the people who start to serve on these boards are given these documents ahead of
29 time.

30 Tracy said when there are new Justice of the Peace's, she gives them handouts that include
31 statutes, our own procedures, and the VT handbook. It's the same with the Listers.

32 Sharon said she doesn't remember seeing this before and Tracy agreed that they might not have
33 seen this before tonight. This is what she found out last year from VLCT (Vermont League of
34 Cities and Towns). Tracy has given this information to the Listers. The information has not been
35 given to the Board of Civil Authority yet because at this point, they don't need it.

36 Tracy said the next step on the Homestead late filing fee would be to put this on the agenda
37 again.

38 Sharon will put it on the agenda discussion for July 11th.

39 Sharon expressed appreciation for the information.

40

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42 ~~6) Discussion of a Working Draft Delinquent Taxes Policy~~

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1 **7) Thetford Elementary School Request for Certificate of Public Good for Expansion of**
2 **Solar Array**

3 After a brief discussion, the Selectboard agreed that a letter of support was not needed.
4

5 **8) Quail John Road Telecommunications Facility Request for Certificate of Public Good**
6 **for Modification**

7 After brief discussion, the Selectboard agreed that a letter of support was not needed.
8

9 **9) Possible Agenda Posting Location Adjustment**

10 Sharon noted that one of the two physical posting locations for all committee/commission and
11 board agendas included the currently closed Village Store in Thetford Center.

12 **Motion** by Sharon Harkay that we change the physical posting in procedures from the Village
13 Store in Thetford Center to the Post Office on Thetford Hill. VOTE by Roll Call; Li Shen – in
14 favor, Steve Tofel – in favor, Mary Bryant – in favor, David Goodrich – in favor, Sharon Harkay
15 – in favor. **Motion passed.**

16
17 **10) Warrants and Minutes**

18 Because the meeting is virtual, Tracy reminded the Selectboard that checks can be released with
19 the Selectboard Chair signature only, especially since the Town manager approves the warrants
20 before they go to the Selectboard.

21 **Motion** by Sharon Harkay to approve the warrants as presented. VOTE by Roll Call; Li Shen –
22 in favor, Steve Tofel – in favor, Mary Bryant – in favor, David Goodrich – in favor, Sharon
23 Harkay – in favor. **Motion passed.**

24
25 **Motion** by Sharon Harkay to accept the regular Selectboard meeting minutes of May 2nd, 2022,
26 as edited. VOTE by Roll Call; Li Shen – in favor, Steve Tofel – in favor, Mary Bryant – in favor,
27 David Goodrich – in favor, Sharon Harkay – in favor. **Motion passed**

28
29 **11) Adjourn**

30 **Motion** by Steve Tofel to adjourn the regular Selectboard meeting at 8:53 PM. VOTE by Roll
31 Call; Li Shen – in favor, Steve Tofel – in favor, Mary Bryant – in favor, David Godfrey – in
32 favor, Sharon Harkay – in favor. **Motion passed.**

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