



# Town of Thetford Vermont

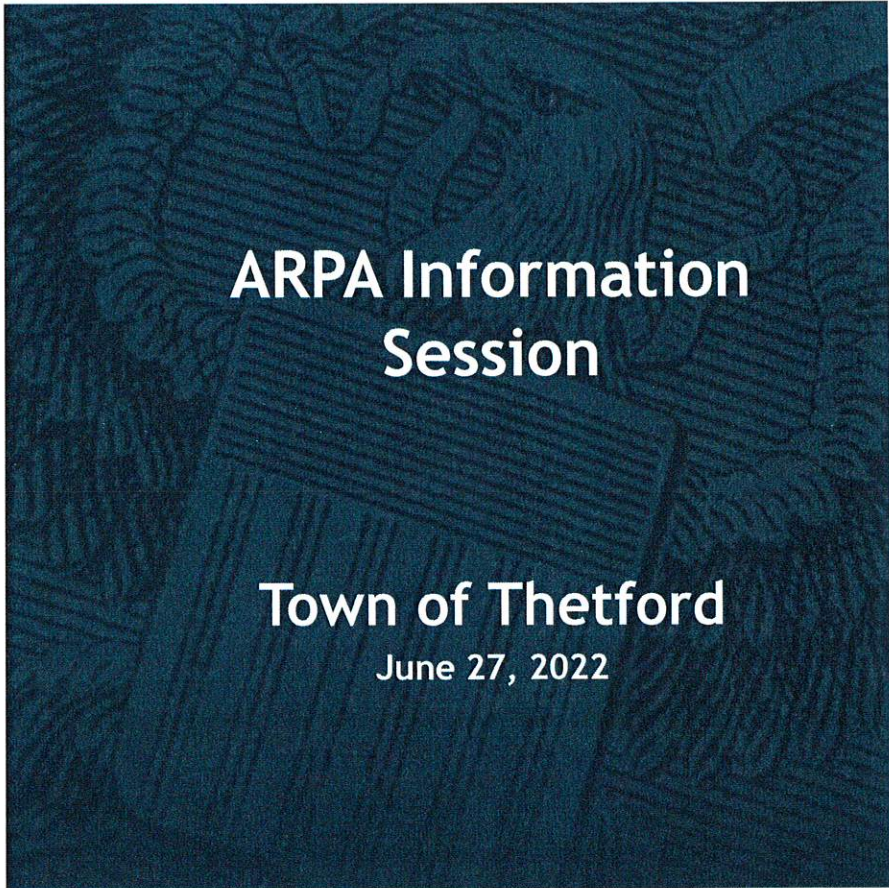
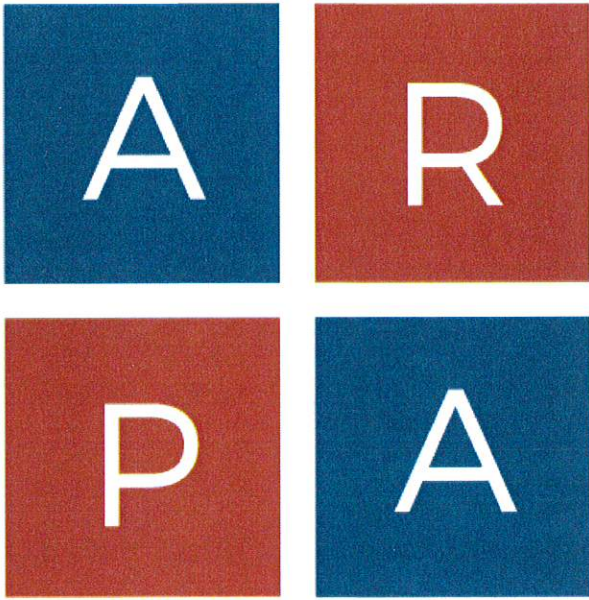
3910 Vermont Route 113 • P.O. Box 126 • Thetford Center, VT 05075  
802-785-2922 • [thetfordvermont.us](http://thetfordvermont.us)

**Selectboard Special Meeting \*Draft\* Agenda**  
**Thetford Town Offices**  
(w/Virtual Attendance Option)  
Monday, June 27<sup>th</sup>, 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

7:00pm – Call to Order

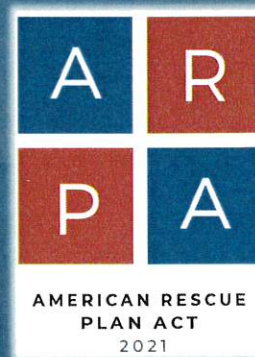
1. Agenda Review
2. Public Comment
3. Vermont League of Cities & Towns ARPA Presentation with Katie Buckley
4. Possible Appointment to the Planning Commission
5. Possible Adoption of the Facility Use Policy
6. Possible Adoption of the Delinquent Tax Policy
7. Regional Energy Coordinator Contract Renewal
8. Anticipated Executive Session Pertaining to Employment or Evaluation of a Public Officer or Employee per 1 V.S.A. § 313(3)(a)(3)
9. Adjourn



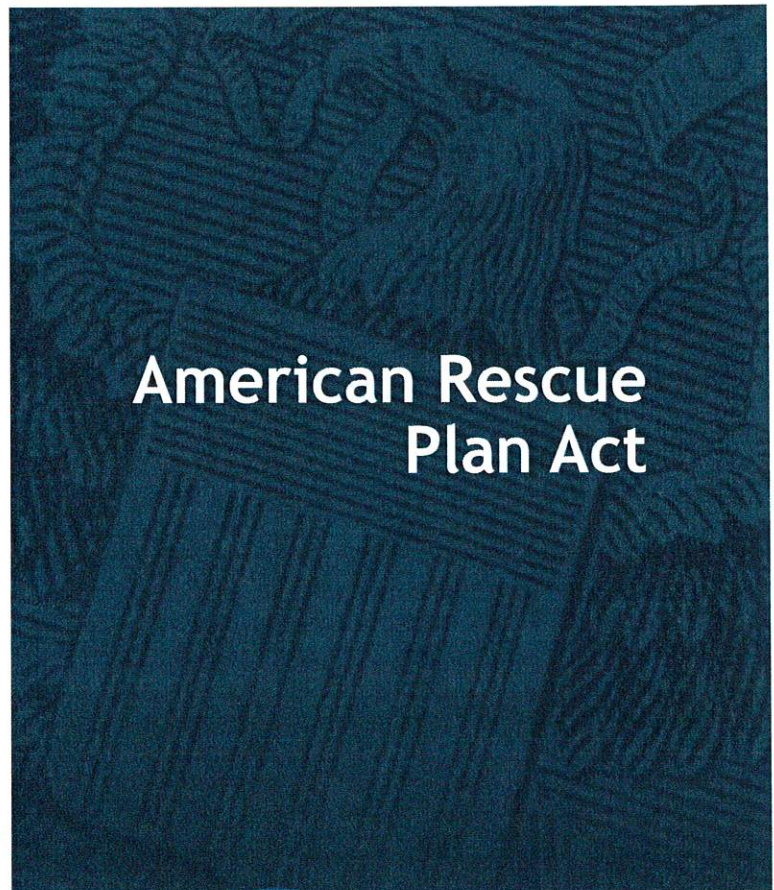


## What We'll Cover:

- Background
- Vermont's Share
- Final Rule Basics
- Spending
- The "Standard Allowance"
- Planning Framework
- ARPA In Vermont
- VLCT and RPCs



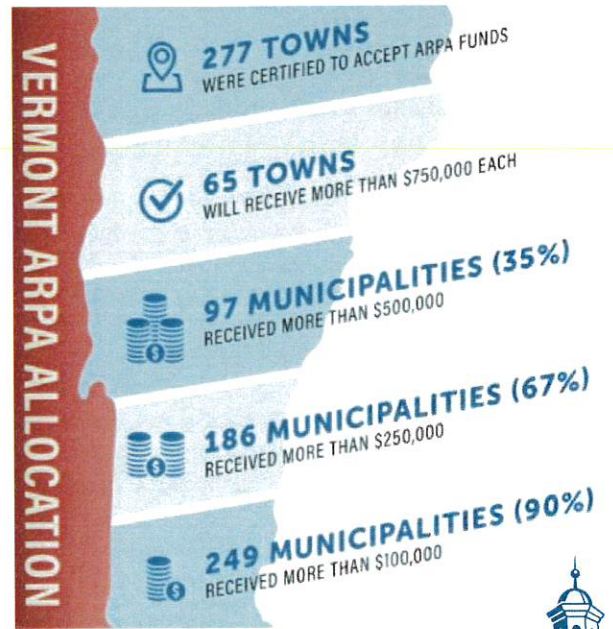
- **American Rescue Plan Act (ARPA)** - \$1.9 trillion stimulus package signed into law March 11, 2021
- **Coronavirus State and Local Fiscal Recovery Funds** (“CSLFRF” or “ARPA”)- \$350 billion for eligible state, local, territorial and Tribal governments
- **Purpose** – To support governments in their response to and recovery from the COVID-19 public health emergency
- **U.S. Department of the Treasury** (“Treasury”) will distribute the funding
- **Final Rule**, issued by Treasury on January 6, 2022 (replaces the “interim final rule”) lays out the requirements of CSLFRF/ARPA funding





# ARPA - Vermont's Share

<b>Local ARPA Funds:</b>	
Metro Cities	\$20,721,902
Non-Entitlement Units of Government (NEUs)	\$58,788,245
Counties*	\$121,202,550
<b>TOTAL Local ARPA Funds:</b>	<b>\$200,712,697</b>
<b>State of Vermont**</b>	<b>\$1,049,287,303</b>
<b>TOTAL VERMONT ARPA:</b>	<b>\$1,250,000,000</b>



\* County money has been reallocated to municipalities. Payments (local and county) can be found by clicking [HERE](#).

\*\* Only half the State money has been allocated. The remaining half will be allocated during the 2022 legislative session.



## Local Fiscal Recovery Fund Allocations



### Thetford's ARPA Award:

# \$756,581.75

- **1<sup>st</sup> Payment:**  
Received \$378,290.88 in the summer of 2021
- **2<sup>nd</sup> Payment:**  
Same amount, \$378,290.87, will arrive the same time this summer (2022)

Governmental Unit	Town ID	NEU 1	NEU 2	County 1	County 2	Total
Stratford Town	VT0218	\$55,798.57	\$55,798.57	\$103,529.00	\$103,528.99	\$318,655.14
Stratton Town	VT0219	\$10,364.09	\$10,364.09	\$19,230.96	\$19,230.95	\$59,190.09
Sudbury Town	VT0220	\$28,265.69	\$28,265.70	\$52,444.34	\$52,444.33	\$161,420.06
Sunderland Town	VT0221	\$49,831.37	\$49,831.37	\$92,758.16	\$92,758.16	\$285,179.07
Sutton Town	VT0222	\$52,605.60	\$52,605.59	\$97,604.74	\$97,604.74	\$300,420.67
Swanton Town	VT0223	\$218,745.06	\$218,745.06	\$405,860.86	\$405,860.87	\$1,249,211.85
Swanton Village	VT0224	\$124,316.71	\$124,316.70	\$230,657.95	\$230,657.94	\$709,949.30
<b>Thetford Town</b>	<b>VT0225</b>	<b>\$132,482.35</b>	<b>\$132,482.35</b>	<b>\$245,808.53</b>	<b>\$245,808.52</b>	<b>\$756,581.75</b>
Tirrimouth Town	VT0226	\$31,092.26	\$31,092.27	\$57,688.77	\$57,688.77	\$177,562.07
Topsham Town	VT0227	\$63,545.47	\$63,545.46	\$117,902.63	\$117,902.63	\$362,896.19
Townshend Town	VT0228	\$64,854.06	\$64,854.07	\$120,339.17	\$120,339.17	\$370,386.47
Troy Town	VT0229	\$50,668.87	\$50,668.87	\$94,011.32	\$94,011.32	\$289,360.39
Tunbridge Town	VT0230	\$69,826.73	\$69,826.73	\$129,556.92	\$129,556.93	\$398,767.31
Underhill Town	VT0231	\$161,533.20	\$161,533.20	\$299,766.41	\$299,766.40	\$922,599.22
Vergennes City	VT0232	\$135,204.23	\$135,204.24	\$250,858.73	\$250,858.73	\$772,125.93
Vernon Town	VT0233	\$114,947.15	\$114,947.15	\$213,288.80	\$213,288.79	\$656,471.90
Vershire Town	VT0234	\$39,048.53	\$39,048.53	\$72,450.87	\$72,450.88	\$222,998.81
Victory Town	VT0235	\$3,297.66	\$3,297.67	\$6,180.69	\$6,180.66	\$18,956.70
Waitsfield Town	VT0236	\$88,618.18	\$88,618.19	\$164,422.71	\$164,422.71	\$506,001.78
<b>Total</b>		<b>\$29,378,696.60</b>	<b>\$29,378,696.60</b>	<b>\$60,601,275.00</b>	<b>\$60,601,275.00</b>	<b>\$179,959,943.20</b>



# The Final Rule

## General Information



Issued January 6<sup>th</sup>, it took effect April 1, 2022, and replaces the Interim Final Rule, which has been in effect since May 17, 2021



The award period of performance ends December 31, 2026; all funds must be expended by this date



The *legislative body* of a municipality is the *ultimate arbiter* of how funds will be spent; there is no higher authority or approval process



All municipalities will be required to report on their spending *directly to Treasury* using an online portal



All municipalities, excluding Burlington, have an annual reporting schedule, due by April 30<sup>th</sup> each year, 2022-2027





## What You **CAN NOT** Spend \$ On

*Changes Between the Interim Final Rule and the Final Rule*

### You still cannot “directly” fund:

- ✗ “Extraordinary” deposits into pension funds
- ✗ Contributions to rainy day funds, reserve funds, or satisfaction of a settlement or judgement
- ✗ Outstanding Debt service

### But now you can fund this:

- ✓ Non-Federal Match is now allowed, explicitly for IIJA/BIL programs, but also generally as it is included under **Section G., page 368 of the [final rule](#)**, up to the amount of the recipient’s reduction in revenue; there is a new [Expenditure Category](#) for it – *6.2 Non-Federal Match for Other Federal Programs*.

*(Why do we ❤️ this change? Because it allows towns to stretch their local ARPA awards!)*





**Appendix 1: Expenditure Categories**

Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable broader set of eligible uses and associated expenditure Project and Expenditure Report. The table below includes a reference to previous Expenditure Categories used. The Expenditure Categories (EC) listed below must be Part 2 above. The term "Expenditure Category" refers to a category of expenditure (e.g., EC 1: Public Health). When referred to as a category (e.g., EC 1), that level.

\*Denotes areas where recipients must identify the at evidence-based interventions (see Use of Evidence at that level).

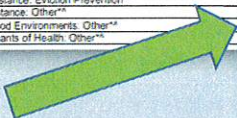
\*\*Denotes areas where recipients must report & disproportionately impacted communities (see Project details).

Expenditure Category
<b>1: Public Health</b>
<b>COVID-19 Mitigation &amp; Prevention</b>
COVID-19 Vaccination**
COVID-19 Testing**
COVID-19 Contact Tracing**
Prevention in Congregate Settings (Nursing Homes, P Dense Work Sites, Schools, Child care facilities, etc.)
Personal Protective Equipment**
Medical Expenses (including Alternative Care Facilities)
Other COVID-19 Public Health Expenses (including C Enforcement, Isolation/Quarantine)**
COVID-19 Assistance to Small Businesses**
COVID-19 Assistance to Non-Profits**
COVID-19 Aid to Impacted Industries**
<b>Community Violence Interventions</b>
Community Violence Interventions**
<b>Behavioral Health</b>
Mental Health Services**
Substance Use Services**
<b>Other</b>
Other Public Health Services**
Capital Investments or Physical Plant Changes to Pub respond to the COVID-19 public health emergency
<b>Assistance to Households</b>
Household Assistance: Food Programs**
Household Assistance: Rent, Mortgage, and Utility Aid
Household Assistance: Cash Transfers**

Expenditure Category	EC**	Previous EC**
Household Assistance: Internet Access Programs**	2.4	2.4
Household Assistance: Paid Sick and Medical Leave**	2.5	-
Household Assistance: Health Insurance**	2.6	-
Household Assistance: Services for Un/Unbanked**	2.7	-
Household Assistance: Survivor's Benefits**	2.8	-

Unemployment Benefits or Cash Assistance to Unemployed Workers		
Assistance to Unemployed or Underemployed Workers (e.g. job train subsidized employment, employment supports or incentives)**		
Healthy Childhood Environments: Home Visiting**		
Healthy Childhood Environments: Child Care**		
Healthy Childhood Environments: Services to Foster Youth or Family Involved in Child Welfare System**		
Healthy Childhood Environments: Early Learning**		
Long-term Housing Security: Affordable Housing**		
Long-term Housing Security: Services for Unhoused Persons**		
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities**		
Housing Support: Other Housing Assistance**		
Social Determinants of Health: Community Health Workers or Benefit Navigators**		
Social Determinants of Health: Lead Remediation**		
Medical Facilities for Disproportionately Impacted Communities*		
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety**		
Strong Healthy Communities: Demolition and Rehabilitation of Properties**		
Addressing Educational Disparities: Aid to High-Poverty Districts*		
Addressing Educational Disparities: Academic, Social, and Emotional Services**		
Addressing Educational Disparities: Mental Health Services**		
Addressing Impacts of Lost Instructional Time**		
<b>Assistance to Small Businesses</b>		
Loans or Grants to Mitigate Financial Hardship**		
Technical Assistance, Counseling, or Business Planning**		
Rehabilitation of Commercial Properties or Other Improvements*		
Business Incubators and Start-Up or Expansion Assistance**		
Enhanced Support to Microbusinesses**		
<b>Assistance to Non-Profits</b>		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)**		
<b>Aid to Impacted Industries</b>		
Aid to Tourism, Travel or Hospitality**		
Aid to Other Impacted Industries**		
<b>Other</b>		
Economic Impact Assistance: Other**		
Household Assistance: Eviction Prevention**		
Education Assistance: Other**		
Healthy Childhood Environments: Other**		
Social Determinants of Health: Other**		

Expenditure Category	EC**	Previous EC**
<b>3: Public Health-Negative Economic Impact: Public Sector Capacity</b>		
<b>General Provisions</b>		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Retaining Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
<b>4: Premium Pay</b>		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
<b>5: Infrastructure</b>		
<b>Water and Sewer</b>		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.10	5.10
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: IJJA Bureau of Reclamation Match	5.16	-
Water and Sewer: Other	5.18	-
<b>Broadband</b>		
Broadband: "Last Mile" projects	5.19	5.16
Broadband: IJJA Match	5.20	-
Broadband: Other projects	5.21	5.17
<b>6: Revenue Replacement</b>		
Provision of Government Services	6.1	6.1
Non-federal Match for Other Federal Programs	6.2	-
<b>7: Administrative</b>		
Administrative Expenses	7.1	7.1
Transfers to Other Units of Government	7.2	7.3
Transfers to Non-entitlement Units (States and territories only)	-	7.4



What You **CAN** Spend \$ On

For most Vermont towns, all spending will fall under this Expenditure Category.....

# Expenditure Category 6 Revenue Replacement



- Recipients made “a **one-time, irrevocable election** to utilize either the revenue loss formula or the **standard allowance**” during the April 30, 2022, reporting period
- For NEUs, the **entire amount of your municipality’s ARPA award** may be taken as “lost revenue”
- Treasury “**presumes**” this amount is revenue loss – there is no need to calculate, demonstrate or document it
- **EC 6.1 Government services** generally include *any service* traditionally provided by a government
- All spending of ARPA funds up to the amount of revenue loss, regardless of purpose, will be reported under EC 6.1 Government Services.



## Planning Framework for Maximum Impact and Best Use of Municipal ARPA Funds



Vermont League  
of Cities & Towns

*Your decisions should prepare your community for the next disaster, position future generations for success, and, whenever possible, help grow your Grand List.*

As you make plans to spend your ARPA award, think of these as your guide:

- *Use existing tools.*
- *Don't reinvent the wheel.*
- *Stretch your ARPA dollars.*



## Use Existing Tools.

*With so much flexibility in spending ARPA funds now, how do you prioritize? Here are some ideas to help establish selection criteria. Does/Is the use:*

- Follow the intent of CSLFRF/ARPA?
  - *Fight the pandemic and support families and businesses struggling with its public health and economic impacts*
  - *Maintain vital public services, even amid declines in revenue resulting from the crisis*
  - *Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity*
- Comply with the Town Plan?
- Included in a Master Plan or any other plans, studies or reports?
- Included in a Capital Improvement Plan, if one exists?
- Set a precedent that will be difficult for the Town to fulfill for others in the future?
- Create an ongoing unfunded expense, after ARPA is exhausted?
- Have broad community benefit, or does it benefit just a few?
- Bring long-term value to the community for generations to come?
- Leverage other grant funds?
- Duplicate benefit - already funded through an existing program (State or other)?





## Don't Reinvent the Wheel.

### ✓ Assistance to Individuals and Households:

- [Vermont Emergency Rental Assistance Program \(VERAP\)](#) - \$110 million in Coronavirus Relief Funds - Assistance to renters for rent and utilities.
- [Vermont Homeowner Assistance Program \(VT HAP\)](#) - \$50 million State ARPA - Assistance with overdue mortgage payments, homeowners' association fees, property taxes, and/or utilities.
- [Affordable Connectivity Program \(ACP\)](#) - \$14 billion, federally - Assistance for internet service.

### ✓ Assistance to Businesses:

- [VT Agency of Commerce and Community Development \(ACCD\)](#) - There have been numerous COVID-19 economic relief & recovery programs for business as well as existing programs.
- [Regional Development Corporations \(RDCs\)](#) - There are twelve RDCs throughout VT. They serve as "satellites" of the VT Dept. of Economic Development and provide local knowledge and facilitate assistance to support businesses in their communities.

- ✓ **Assistance for Childcare** - \$12.7 million in 2021; +/- \$11.9 million in 2022 - Funding resources can be found [HERE](#)

- ✓ **Broadband Funding for Buildout** - +\$150 million ARPA; \$100 million IJA

More resources can be found here:

- [Housing Resources for Vermonters in Need](#)
- [ACCD Grant Opportunities Inventory Dec 2021](#)
- [VT Child Development Division Grants](#)



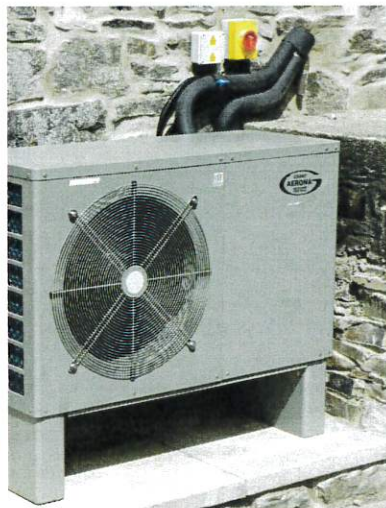
## Stretch Your ARPA Dollars.

There are billions of federal dollars pouring into Vermont – more than we will ever see again in our lifetimes. Use your ARPA dollars as grant match to leverage other programs for:

- Water and sewer
- Broadband
- Repair/rebuild roads and bridges
- Safe Streets
- EV Charging Stations
- Improvements to municipal buildings







## ARPA - Vermont

*Based on the hundreds of municipal inquiries VLCT has received to date regarding local ARPA funding, here is a non-exhaustive list of items that many communities throughout Vermont are considering in their spending plans...*

Investments to improve *municipal business operations*:

- Cybersecurity, IT Upgrades, town websites
- Hybrid meeting equipment
- Connect public buildings to broadband
- Digitize land records
- Capital improvements to municipal buildings:
  - Ventilation and energy
  - ADA accessibility, fire protection, general code upgrades
- Create a formal Capital Plan
- Seeding positions to help advance local priorities and projects





## ARPA - Vermont (continued)

Investments that *revitalize a community*, making it a better and safer place to live for existing residents and to help in attracting new ones:

- Outdoor recreation (trails, parks, green spaces, recreational facilities, etc.)
- Diversity, equity, inclusion (DEI)
- High-quality affordable childcare
- Measures to support housing development
- Bike and pedestrian safety
- Community gathering spaces
- Broadband
- Support for local non-profits







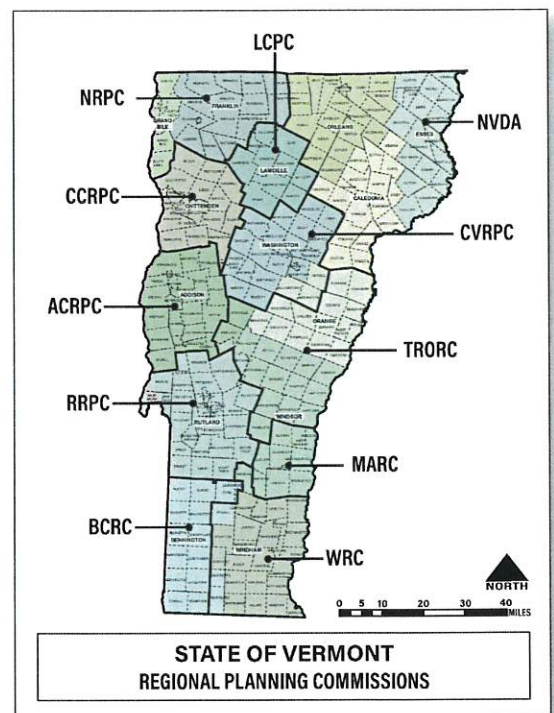
## ARPA Assistance and Coordination Program



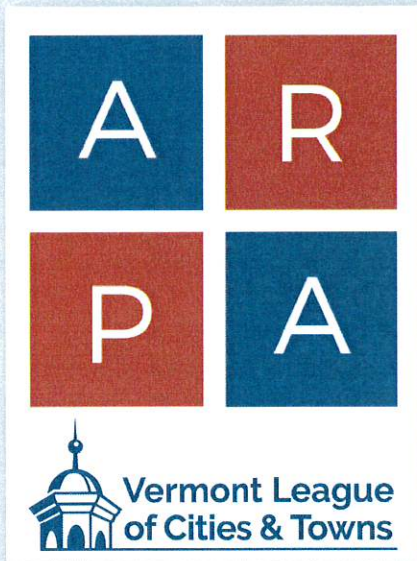
- Guidance and project eligibility analysis
- Webinars, targeted trainings, technical assistance, best practices
- In-person and virtual meetings with local officials and staff
- Answer questions ([arpa@vlct.org](mailto:arpa@vlct.org))
- Guidance with compliance, reporting, and transparency
- Collaboration/partnerships with RPCs, SOV, RDCs, statewide non-profits, private consultants, etc. to ensure needs of municipalities are met related to project ideation, implementation and management
- [www.vlct.org/arpa](http://www.vlct.org/arpa)

## Regional Planning Commission Assistance

- Identify needs and top priorities for designing and building projects that are consistent with existing State, regional and local plans.
- Respond to inquiries on eligibility to facilitate local discussions among stakeholders on specific projects.
- Provide other assistance as needed from local communities in coordination with VLCT.
- Work with VLCT, regional development corporations, and private consultants working with municipalities to ensure needs of local communities are met, especially related to project development and management.
- For more information on the State of Vermont's 11 Regional Planning Commissions visit: [www.vapda.org](http://www.vapda.org)







# Thank You!

Katie Buckley  
Director, ARPA Assistance & Coordination Program  
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[ARPA@vlct.org](mailto:ARPA@vlct.org)  
(802) 343-6323  
[vlct.org/ARPA](http://vlct.org/ARPA)



The Thetford Planning Commission has read Mr. Jamele's Letter of Interest and spoken with him at length about his reasons for wishing to join the Commission. As a result, the TPC wholeheartedly recommends that Mr. Jamele's application for membership be approved by the Thetford Selectboard without reservation at its next meeting on June 27th, 2022.

Respectfully Submitted,

David C. Forbes  
Chair, Thetford Planning Commission



To members of the Planning commission,

Please allow this letter to emphasize my interest in becoming a member of the planning commission. While my professional background is in Information technology and cybersecurity, I believe my experience in systems integration working with various stakeholders (of drastically different use-cases in many situations) aligns nicely with the job laid out of the commission in balancing similar needs. My career has focused on navigating complex projects in order to break them down into more manageable chunks to best be dealt with directly.

My interest in the commission lies in my concern about affordable housing in the area. While I fully realize there are limits to the commission's ability to deal with these problems, I would like to become more involved in actively pursuing what avenues we may or may not have as a town to tackle these problems. Additionally, if we are able to overcome the housing crunch, I'd like to see how we as a town could entice more technology workers into "the fold" as it were, to enhance our tax base moving forward. I know I looked at the EC Fiber map extensively before we ended up purchasing our house in Thetford Center and having such a powerful resource as a home-grown fiber company to facilitate remote work (for a reasonable price) could be a compelling draw for a community such as ours beyond the idyllic countryside we are surrounded with!

As a resident of Thetford, I do also want to be more involved in how it functions as a town government, so I view the planning commission as a way for me to do just that.

Thank you again for your time and consideration for the position.

Sincerely,

-Jeff Jamele

**Town of Thetford, Vermont  
FACILITY USE POLICY**

Proposed June 6, 2022  
Revised Draft June 20, 2022  
Revised Draft June 27, 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
Thetford Center Village Green	8am – 9pm	\$50	150
Treasure Island Facilities	8am – 9pm	Per Treasure Island fee schedule	Varies per facility Used

By written request, the Selectboard may waive or reduce the user fee for not-for-profit organizations that serve a legitimate public and community good.

**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.

**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. 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.

**Alcohol, Tobacco, and Drugs**

The consumption or possession of lighted tobacco products or use of tobacco substitutes and cannabis in any form is prohibited on municipal property. The consumption or use of alcoholic beverages is only permitted on municipal property as specifically described in a duly executed Facility Use Agreement. The applicant is responsible for ensuring that any federal, state, or local requirements for the disbursement or consumption of alcohol are secured prior to the submission of a Facility Use Agreement. The sale, possession, consumption, or use of illegal drugs is prohibited on municipal property.

**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

\_\_\_\_\_  
David Goodrich, Selectboard Member

\_\_\_\_\_  
Li Shen, Selectboard Vice Chair

\_\_\_\_\_  
Steve Tofel, Selectboard Member

\_\_\_\_\_  
Mary Brant, Selectboard Member

**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, 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-within two (2) years of the payment agreement will be accepted.
- C. If the tax on personal property is not paid in full within 60 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 60 days 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 \$2,500 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 \$2,500 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 Thetford Town Clerk..
- 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.

The foregoing policy is hereby adopted by the Town of Thetford, VT this \_\_\_\_ day of \_\_\_\_\_ 2022 and is in effect as of this date until amended or repealed.

\_\_\_\_\_  
Sharon Harkay, Chair

\_\_\_\_\_  
Li Shen, Vice Chair

\_\_\_\_\_  
Mary Bryant

\_\_\_\_\_  
David Goodrich

\_\_\_\_\_  
Steve Tofel

**Intermunicipal Regional Energy Coordinator Service Agreement (IRECSA)  
Fiscal Year 2023**

### **Purpose**

The purpose of this Intermunicipal Regional Energy Coordinator Service Agreement ("Agreement") is to enable Two Rivers-Ottauquechee Regional Commission ("TRORC") to hire an Intermunicipal Regional Energy Coordinator ("IREC"), whose purpose shall be to work with the seven towns that are signatories to this Agreement to lessen overall energy use, lower greenhouse gas emissions, and move to renewable generation of electricity within participating towns. These actions will further state, regional and local energy goals. The IREC's work will focus on energy efficiency, conservation, and renewable production by the participating towns in their operations. As desired by the participating towns, this Agreement may also achieve these goals for other public or non-profit organizations in the towns, as well as their broader general populations.

### **Participation**

Participation by a town in this Agreement is voluntary and only valid upon appropriate board action, as set forth in 1 V.S.A. § 172 and other applicable provisions of law, including the Open Meeting Law, by the legislative body of the participating towns. Other parties besides the participating towns may be included in this Agreement upon agreement by all parties as may be relevant to a particular service. By signing this Agreement, each participating town certifies that its participation in this Agreement has been approved by all necessary actions under its Charter and local ordinances and policies, if any, and under applicable state law.

### **Effective Date**

This Agreement shall become effective on July 1, 2022, and shall end on June 30, 2023.

### **Modification**

Any modification to this Agreement shall not become effective unless in writing and approved by the legislative bodies of all participating towns and the TRORC Board. A copy of any such modifications shall be provided to all parties to this Agreement.

### **Governance**

TRORC has adopted provisions in Article 4 of its bylaws pursuant to Title 24, section 4345b regarding intermunicipal service agreements. This Agreement is made in accordance with those bylaws, and the adopted policies of the participating towns.

The IREC shall be a TRORC employee reporting to and managed on a day-to-day basis by the TRORC Executive Director. The TRORC Executive Director shall have the sole discretion and authority to make personnel decisions with respect to the IREC, without limitation, any hiring and termination decisions, compensation, formal performance evaluations, and disciplinary actions. TRORC shall be the employer of the IREC for all employment-related purposes.



Each participating town shall appoint a representative to a Steering Committee, which may provide nonbinding input into the IREC's work activities, subject to budget limits, and the Steering Committee shall determine and define the IREC's overall goals and scope of tasks. Representatives on the Steering Committee are responsible for keeping their respective Selectboards apprised of progress and for communicating town concerns with the IREC or this Agreement to TRORC. Each town representative shall have an equal vote on the Steering Committee and be vested by their Selectboards with the full authority to represent their town except in matters of amending this Agreement or approving costs.

Local energy coordinators/committees within each participating town have a wealth of knowledge and their input through their Steering Committee representative is welcomed as well. The IREC will not work for citizens directly, and communications to and from individual citizens is largely expected to take place through the steering committee representatives. For avoidance of doubt, the IREC shall not be obligated to work on any task not approved by the Steering Committee.

## Withdrawal and Termination

This Agreement shall terminate one year from execution. During the Agreement period, any participating town may withdraw from the Agreement prior to the termination date by majority vote of the members of the legislative body seeking withdrawal and at least 30 days' notice after such vote has occurred. As this Agreement covers a dedicated TRORC staff position that is based on full funding, no refunds of payments will be made unless a new party or town, or the participating towns who do not withdraw, decide to fund the remainder of the withdrawing town's prorated share.

## Services

TRORC will provide the IREC staff position for the hours listed below. This will be a one-year position. Services shall be prorated shares of the IREC's time as follows.

- Barnard approximately 172 hours per year
- Bradford approximately 128 hours per year
- Norwich approximately 431 hours per year
- Thetford approximately 228 hours per year
- Sharon approximately 92 hours per year
- Strafford approximately 104 hours per year
- Woodstock approximately 566 hours per year

### Work Common to all Participating Municipalities

The IREC will continue to keep municipal energy usage inventories current. At each town's request, the IREC will update municipal greenhouse gas (GHG) emission inventories. The inventories will include town-owned buildings and facilities, streetlights, any municipally-controlled sewer and water facilities, and town vehicles.

The IREC will assist towns in implementing any shared work among the Steering Committee and Energy Committees resulting from the IREC Climate Action Plan. Participation in this shared work is at the discretion of each Steering Committee representative.

All towns will receive monthly updates on work tasks by the IREC.

**Town-specific work**

Individual town energy task priorities may change over the course of the year, based on direction from the designated town representative on the Steering Committee. Priorities may include:

- Development and/or implementation of work scopes for energy improvements in municipal buildings
- Development of municipal or community solar projects
- Grant writing for energy-related projects
- Public outreach about energy issues, programs, and incentives
- Working with schools to lower energy use, costs, and GHG emissions

**Limitations**

TRORC shall not have, per Vermont Statute, the following powers under this Agreement:

- (1) essential legislative functions;
- (2) taxing authority; or
- (3) eminent domain.

**Funding**

Work under this Agreement shall be supported solely by grants, donations, and municipal funds. Annual funding by town shall be as follows, and is due in two installments, 50% due on or about July 15, 2022 and 50% due on or about January 15, 2023:

- Barnard \$11,655
- Bradford \$9,100
- Norwich \$30,670
- Sharon \$6,195
- Strafford \$7,000
- Thetford \$15,540
- Woodstock \$38,850

Per Vermont Statute, funds provided to TRORC for regional planning under sections 4341a or 4346 of Title 24 shall not be used to provide services under this Agreement without prior written authorization from the State agency or other entity providing the funds, nor shall TRORC use municipal funds or grants provided for regional planning services under Title 24, chapter 117 to cover the costs of providing services under this Agreement.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Town of Barnard Authorized Representative

DocuSigned by:  
 Sign: Rob Ramrath Print Name: Rob Ramrath  
60F04D5660E74E6...

Town of Bradford Authorized Representative

DocuSigned by:  
 Sign: Danielle Kingsbury Print Name: Danielle Kingsbury  
BC82F83028094BE...



Town of Norwich Authorized Representative

DocuSigned by:  
Sign: Rod Francis Print Name: Rod Francis  
D4320BC72DA7484...

Town of Sharon Authorized Representative

DocuSigned by:  
Sign: Nicola Shipman Print Name: Nicola Shipman  
869AD54358EU473...

Town of Strafford Authorized Representative

DocuSigned by:  
Sign: Toni Pippy Print Name: Toni Pippy  
DAB707F110C247B...

Town of Thetford Authorized Representative

DocuSigned by:  
Sign: Bryan Gazda Print Name: Bryan Gazda  
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Town of Woodstock Authorized Representative

DocuSigned by:  
Sign: David Green Print Name: David Green  
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TRORC Executive Director

DocuSigned by:  
Sign: Peter Gregory Print Name: Peter Gregory  
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