



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
Thetford Town Offices
(w/Virtual Attendance Option)
Monday, September 19, 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. FEMA Bond Note
 2. Other
3. Public Comment
4. Treasure Island Stewardship Plan
5. ARPA Draft Survey
6. Accessory Dwelling Unit (ADU) Zoning Bylaw Revisions (Public Notice and Public Hearing)
7. Memorial Park Monument Request
8. Road Grant in Aid for FY '23
9. Warrants and Minutes
10. Adjourn

ORIGINAL

Proposal

Treasure Island Stewardship Plan 2022-2023

Lisa Niccolai, LeafToLandscape Consulting

A stewardship plan is intended to provide a general understanding of the property and to help identify management concerns and priorities. Stewardship plans are broader in scope than a Forest Management Plan that usually focuses more on optimizing timber resources. Stewardship plans are expected to cover a ten-year planning horizon and are best if they are periodically reviewed and updated.

To create a Stewardship Plan for Treasure Island I propose the following outline. I would anticipate working with the committee to fine-tune this to the specific needs of the property and its management.

- I. Objectives for the Property and Scope of the Plan: To be determined from previous documents and in conjunction with the Management Committee
- II. Brief History of the Parcel
- III. Property Description & Management:
 - a. General Description of the Surrounding Landscape
 - b. Property Details and General Management: coordinates, maps, elevation, boundaries, public access
 - c. Geology and Soils
 - d. Forest Composition and Health
 - e. Meadows and Fields: Options for Management
 - f. Water Resources: wetlands & lake, incorporating LakeWise
 - g. Invasive Species: location and control options
 - h. Wildlife: general habitats, inventory needs, habitat enhancements
 - i. Recreation Intensive Areas (TBD: Will this plan cover just trails or also the beach and island area to incorporate some recommendations from LakeWise)
- IV. Putting It All Together
Table with Prioritization of Activities

If approved, I would conduct my inventory and data collection this fall and develop the written plan over the winter of 2022-2023.

Total Cost: \$2000

Thank You,

Lisa Niccolai

#6

From: DC Forbes <vtervuren@gmail.com>

Subject: ADU Zoning Bylaw Revisions (Public Notice & Public Hearing)

Date: September 14, 2022 at 9:13:38 AM EDT

To: Lilian Shen <lshen@thetfordvt.gov>

Cc: Sharon Harkay <sharkay@thetfordvt.gov>, Tim Taylor <timhappyhiker2@gmail.com>, Angela Jones <ajones@thetfordvt.gov>, Bryan Gazda <bgazda@thetfordvt.gov>

Good morning Li,

Tim Taylor called me this morning to discuss the recent DRB hearing regarding an ADU application.

In the interest(s) of efficiency/economy, my preference is for an assemblage/collection of Zoning Bylaw revisions to be 'warned and heard' at one Public Hearing. However, it has become increasingly apparent that a significant number of Thetford residents wish to move forward with the permitting and establishment of ADUs on their respective properties....

I do not anticipate that the ADU-related revisions approved by both the Planning Commission and Selectboard will encounter significant public opposition.

Therefore, I ask that the Thetford Selectboard give Public Notice of a Public Hearing to formally approve of these changes at the earliest possible date. I will, of course, provide a list of the proposed revisions to facilitate a clear Public Notice/Warning and Hearing prior to the initiation of this process....

Thanks,
DC Forbes
Chair, Thetford Planning Commission

Bryan Gazda

From: J Boeri-Boyce <jjboeri@gmail.com> on behalf of J Boeri-Boyce
Sent: Monday, August 15, 2022 8:21 PM
To: bgazda@thetfordvt.gov
Cc: Jessica Eaton; hayeseeds@yahoo.com; Libby Chapin; Bill Keegan; Nathan E Pero; tEdward Peters
Subject: History of Thetford Memorial Park

Hello,

Jessica Eaton asked that I provide a history of the Thetford Memorial Park in order to better understand the original intentions behind the current design. I will do my best to describe the process. If anyone has something to add, please 'respond all' when you reply to this email.

In 2014, after the very large and long-standing white pine trees had been removed for safety reasons, a group of Thetford residents began talking and wondering what to do with the park space between the Post Mills Church and Cemetery. Based on information passed down over time, it was believed that the trees had been planted in honor of WWI and WWII Thetford residents who died in service. While not a lot of evidence was found, the names of eight men were identified as those honored with a tree planting in the park. Research also found that, in 1948, several people submitted the names of these men for the Thetford Honor Roll. With these facts in mind, a committee was formed to recreate the park as was intended in the 1940s.

After discussion and with the support of the Select Board, the committee decided to retain the park as a memorial to those who have served our country and to keep the original name: Thetford Memorial Park. Because we had the names of eight specific men but no evidence that they were the only ones honored, the committee decided to dedicate the park to all veterans and their loved ones.

Many ideas were put forth for how to design the landscape, including a plan that was drawn up by Elmer Brown. In the end, the committee felt that a simple memorial on one end with nearby benches for quiet reflection, surrounding trees, and a small garden at the opposite end would be sufficient. The idea was to respectfully honor those who have served our country while also maintaining an open, unrestricted space in the middle and edges for events and parking. Trees (with suggestions from Ehrhard Frost) were placed with power and sight lines in mind as well as a continued connection linking the space to the church and cemetery. The American Legion provided the memorial and accompanying flags, the maple and oak trees came from Ted Peters' property, the stone benches came from the Robinson/Eaton families, and many monetary donations enabled the committee to pay for the crabapple trees, mulch, and lime. I know that I am missing many gifts of time (that was quite a summer of watering the trees!), resources, and money that a large number of Thetford residents provided in the creation of this lovely spot. My notes show that Ted Peters, Jessica Eaton, Libby Chapin, Jennifer Davies, Marty Bouchard, Bill Keegan, Nate Pero, Sherry Merrick, and I were among those who participated regularly in committee meetings. I apologize for anyone or anything that I have missed.

I do have copies of notes and committee minutes. If you are interested, I can get copies for you. If you have any questions, please let me know.

Respectfully,
Jennifer Boeri-Boyce

PS: If you are interested, google street view shows a 2019 view of the park from Route 244. The street view from Robinson Hill Road shows the park as it existed in 2012, before the pines came down. It is very cool to see the change over time!

#7

Bryan Gazda

From: Jessica Eaton <krash537@hotmail.com> on behalf of Jessica Eaton
Sent: Monday, August 15, 2022 11:47 AM
To: Bryan Gazda
Subject: Re: peace pole

Did you see Nathan Pero's email
The American Legion voted no.
I'll try to make contact with Lynda Hayes
Jessica

Get [Outlook for iOS](#)

From: Bryan Gazda <bgazda@thetfordvt.gov>
Sent: Monday, August 15, 2022 8:20:25 AM
To: krash537@hotmail.com <krash537@hotmail.com>
Subject: RE: peace pole

Hi Jessica,

Would it be possible for you or your group to provide a recommendation regarding the installation of the peace pole? Being a park the Selectboard will have final determination on whether it is installed and the more historical information that can be provided along with a recommendation would be extremely beneficial.

Thanks,

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

From: Nathan E Pero <n.pero@aol.com>
Sent: Sunday, August 14, 2022 8:25 AM
To: hayeseeds@yahoo.com; bgazda@thetfordvt.gov; ljb.chapin@gmail.com; lboeri@gmail.com; krash537@hotmail.com; ejcpeters@msn.com
Subject: peace pole

Good morning. Al called me for the Abenaki phrase for your pole. this is as close as we can get.
. Wlakamigenokedida kdakinnok. "Let us make peace on earth." As for putting the pole in the veterans Park, the members of the American legion said, "No." There was a long decision on putting up the American Flag pole. If we can keep the park open for gatherings and parking. Not even picnic tables.

Nathan E Pero
n.pero@aol.com

#7

Bryan Gazda

From: Lynda-Dawn Hayes <hayeseeds@yahoo.com> on behalf of Lynda-Dawn Hayes
Sent: Wednesday, August 10, 2022 6:45 PM
To: Bryan Gazda
Subject: Re: Post mills mem park.

Follow Up Flag: Follow up
Flag Status: Flagged

I am referring to the little common between the church and the cemetery here in post mills

It would be permanent. It would need to have a whole dug and be cemented in. The ones through the international peace project are white plastic 4 sided poles that say May peace prevail on earth in a different language on each side. You can see one by going to their website

Ours is looking to be a natural color 8 sided post that was part of the churches bell tower and was replaced a few years ago when we had work done on the bell tower

Hope this helps. Let me know if you need more info

Thank you
Lynda

On Wednesday, August 10, 2022, 04:02:33 PM EDT, Bryan Gazda <bgazda@thetfordvt.gov> wrote:

Hi Lynda,

What park are you referring to and would it be a permanent structure?

Bryan R. Gazda, MPA

Town Manager

Theford, VT

bgazda@thetfordvt.gov

802-785-2922, ext. 2

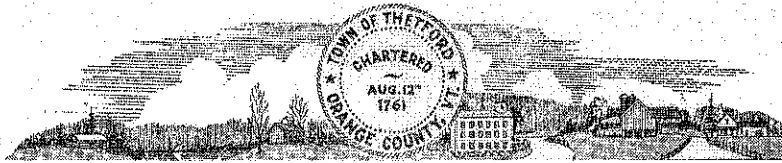
From: Lynda-Dawn Hayes <hayeseeds@yahoo.com>
Sent: Wednesday, August 10, 2022 2:03 PM
To: townmanager@thetfordvt.gov
Subject: Post mills mem park

I am with the Post Mills Congregational Church and we have been discussing getting a peace pole. It was mentioned about possibly putting it in the park if that is okay

Tracy Borst said I should talk to you

Thank you

Lynda Hayes



Town of Thetford

PO Box 126

Thetford Center, VT 05075

(802) 785-2922

**Thetford Memorial Park Group Meeting *Draft* Minutes
Memorial Park
Saturday, August 20, 2022**

Present: Lynda Hayes and Cass Poulos (PM Church), Bill Keegan, Libby Chapin, Jen Boeri-Boyce, Jessica Eaton, Martha Bouchard (Mem Park), Jim & Mary Brigham, Rob Ward, Jim Holbrook, Fred Adams (American Legion), David Goodrich- interested citizen.

1. Introductions made and decision made to move out of the sun to the basement of the Church.
2. Jessica and Jen provided an overview and history of Memorial Park. 8 ish years ago Ted Peters came to the Selectboard for assistance with the large dying pines and discovery that the property actually belonged to the Town but the Church had been mowing it for years.
3. Rev. Poulos: September 21st is International Peace Day. The Church has an 8 sided post that was replaced when restoration work on the belfry was done a few years ago. Their hope is to carve "May Peace Prevail on Earth" in different languages on each face. The wording in Abenaki has been provided by Nathan Pero. Plaques can be ordered from the Peace Project to attach to the post.
4. Fred Adams: Ted Peters approached the American Legion for assistance considering there was information found that showed 8 pines were planted in honor of veterans; 7 from WWI and 1 from WWII. The granite benches were brought down from the Robinson Farm by Jessica and Nathan Pero helped set them in place. Initially there were all sorts of wants and wording for the Memorial stone that was sorted out over time and \$6000 raised to pay for it. This is the second stone The American Legion has done in Town- The Four Chaplins was the first. Trees were hand dug from Ted Peters back field with Jed Betts help. Crab apples were paid for by donations and watered by volunteers.

The consensus by the Post members is to have nothing added. Where will it stop? The intent of the Park was to provide off pavement parking in the 20' around the edge and leave the center open for chairs, Frisbee games etc. Low maintenance.

Members teach flag etiquette in local schools.

Originally The Legion Post was located in Post Mills not on Thetford Hill. Members pray for Peace but prepare for War. They are willing to defend at any time.

They support placement of the Peace Pole on Church property and have offered time and money to make sure it happens.

5. The Consensus of the meeting is to have a Policy going forward of nothing added to Memorial Park. Basic care and maintenance will be ongoing.

Other conversation- Bill Keegan- Parsonage was empty in 1933 and in 1950 became a Public Meeting space mainly used by the Ladies Benevolent Society.

Jen Boeri-Boyce: Post Mills Cane

Respectfully Submitted,

Jessica Eaton

Marion Betts

From: Bryan Gazda <bgazda@thetfordvt.gov> on behalf of Bryan Gazda
Sent: Wednesday, August 10, 2022 12:52 PM
To: Marion Betts
Subject: FW: Town of Thetford - Municipal Mitigation Grants in Aid FY23 - GA0436
Attachments: ThetfordMGAGA0436.PDF

Categories: Selectboard, Follow Up

Agenda item for either Sept 12 or 9th meeting. The work will not be done until next year.

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

From: Ladd, Tamyra <Tamyra.Ladd@vermont.gov>
Sent: Wednesday, August 10, 2022 11:47 AM
To: bgazda@thetfordvt.gov
Cc: AOT - HWY Vtrans Grants In Aid <AOT.HWTVtransGrantsInAid@vermont.gov>
Subject: Town of Thetford - Municipal Mitigation Grants in Aid FY23 - GA0436

Greetings,

Please find attached a State of Vermont Standard Grant Agreement for the above grant program and agreement number.

Please sign and return electronically to me the signature page of the Agreement. If you have insurance through the Vermont League of Cities & Towns (VLCT) a certificate of insurance is not needed as we already have one on file. If you do not have insurance through VLCT please also return a current compliant certificate of insurance with the below minimum insurance requirements as documented in Attachment C of the attached Grant Agreement:

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

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

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

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State. The Certificate Holder information should reflect the following:

State of Vermont
 Agency of Transportation
 219 North Main Street, Suite 105
 Barre, Vermont 05641

Once received I will send it for the last signature and send a fully executed copy for your records.

Please let me know if you have any questions.

Thank you,

Tamyra Ladd | AOT Records Analyst 1
 Finance & Administration Division
 Audit Section | Records & Information Management
 219 No Main St, Ste 105 | Barre, VT 05641
 802-917-2516 Cell | 802-479-5500 Fax
Tamyra.Ladd@vermont.gov

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Thetford**, a US Local Government, with its principal place of business at **3910 Route 113, 3910 Route 113, Thetford Center, VT 05075**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed description of the project and the services to be provided by the Grantee are described in Attachment A.
4. High Risk: If at any time the Grantee or Subrecipient are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.206.
5. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
6. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
7. Attachments: This Grant Agreement consists of 16 pages including the following attachments which are incorporated herein:

Grant Agreement - Part 2 - Grant Agreement

Grant Agreement - Part 1 - Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

8

8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment D - Other Provisions
- 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
- 4) Attachment A - Scope of Work
- 5) Attachment B - Payment Provisions
- 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

**GRANTEE
TOWN OF THETFORD**

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

#8

STATE OF VERMONT GRANT AGREEMENT Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: GA0436 2 Original Amendment # _____

3 Grant Title: Grants in Aid - FY23

4 Amount Previously Awarded: \$0.00 5 Amount Awarded This Action: \$27,000.00 6 Total Award Amount: \$27,000.00

7 Award Start Date: Jul 01, 2022 8 Award End Date: Sep 30, 2023 9 Subrecipient Award: YES NO

10 Vendor #: 0000040351 11 Grantee Name: Town of Thetford

12 Grantee Address: 3910 Route 113, 3910 Route 113

13 City: Thetford Center 14 State: VT 15 Zip Code: 05075

16 State Granting Agency: Vermont Agency of Transportation 17 Business Unit: 08100

18 Performance Measures: YES NO 19 Match/In-Kind: \$ \$6,750.00 Description: 20% Required Match

20 If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee Identifier [UEI] #: RKZDB2MWAD44 22 Indirect Rate: N/A % 23 FFATA: YES NO

24 Grantee Fiscal Year End Month (MM format): 12 (Approved rate or de minimis 10%) 25 R&D:

26 Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):

SECTION III - FUNDING ALLOCATION

| STATE FUNDS | | | | | Required Federal Award Information | | |
|---|-----------------------|-----------------------|---------------------------------|--------------------------------------|------------------------------------|-----------------------|------------------------|
| Fund Type | 27 Awarded Previously | 28 Award This Action | 29 Cumulative Award | 30 Special & Other Fund Descriptions | 36 FAIN | 37 Federal Award Date | 38 Total Federal Award |
| General Fund | \$0.00 | \$0.00 | \$0.00 | | | | |
| Special Fund | \$0.00 | \$27,000.00 | \$27,000.00 | Clean Water Funds | | | |
| Global Commitment (non-subrecipient funds) | \$0.00 | \$0.00 | \$0.00 | | | | |
| Other State Funds | \$0.00 | \$0.00 | \$0.00 | | | | |
| FEDERAL FUNDS (includes subrecipient Global Commitment funds) | | | | | Required Federal Award Information | | |
| 31 CFDA # | 32 Program Title | 33 Awarded Previously | 34 Award This Action | 35 Cumulative Award | 36 FAIN | 37 Federal Award Date | 38 Total Federal Award |
| | | \$0.00 | \$0.00 | \$0.00 | | | |
| 39 Federal Awarding Agency: | | | 40 Federal Award Project Descr: | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | | | \$0.00 |
| Federal Awarding Agency: | | | Federal Award Project Descr: | | | | |
| Total Awarded - All Funds | | \$0.00 | \$27,000.00 | \$27,000.00 | | | |

SECTION IV - CONTACT INFORMATION

| | |
|--|--|
| STATE GRANTING AGENCY | GRANTEE |
| NAME: Ross Gouin | NAME: Bryan Gazda |
| TITLE: Grants in Aid Project Coordinator | TITLE: Town Manager |
| PHONE: Cell (802) 595 - 2381 | PHONE: Office: (802) 785 - 2922 ext: 2 |
| EMAIL: ross.gouin@vermont.gov | EMAIL: bgazda@thetfordvt.gov |

ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Thetford**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of \$1500.

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

(End of Standard Provisions)

**ATTACHMENT D
OTHER PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).

14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

ATTACHMENT E
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Town of Thetford Vermont

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#9

Selectboard Special Meeting *Draft* Minutes

Thetford Town Offices

(w/Virtual Attendance Option)

Monday, July 11th, 2022, 7:00 PM

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5
6 Selectboard Members present: Sharon Harkay (Chair), Mary Bryant, David Goodrich, Steve
7 Tofel
8 Selectboard Members absent: Li Shen (Vice Chair)
9 Others present: Town Manager Bryan Gazda (via Zoom), Town Clerk/Treasurer Tracy Borst (via
10 Zoom), Treasure Island Exploratory Committee members, David Roth & Dale Gephart
11 Contributing community members: Missy Krzal, Marion Williams.

12
13 Sharon Harkay called the meeting to order at 7:02 PM.

14 15 **1. Agenda Review**

16 No changes to the agenda.

17 18 **2. Town Manager Report – Bryan Gazda**

19 **1. Latham Road Phase II Construction Update**

20 BG: Held preconstruction meeting with Stantec (town engineering firm) and Northwoods
21 Excavating (contractor) today and went over in detail the scope of work of the project and
22 project timeline. The contractor will be starting the project in early to mid-August and
23 anticipates completing the project by mid-November. This will include the final topcoat of
24 paving. Also discussed traffic control during construction and the contractor has requested that
25 traffic be restricted to “local traffic” only to minimize throughfare traffic. The road will remain
26 open, but the goal is to minimize use of the road as a shortcut. Given the short duration of this
27 project it was agreed to post the road for “local traffic” only.

28 SH: Commented that Stantec has recommended in the past to wait a year to allow the road to
29 settle before installing the final topcoat and shouldn't we do this for this project.

30 BG: Responded that this was discussed and due to the type of road construction (box cutting)
31 being done for the majority of the road, all parties were in agreement that it was okay to topcoat
32 this year, weather permitting. If settling was to occur during the first year, the work would be
33 warranted anyway.

34
35 TB: Read a question from the Chat asking about the drainage on Latham Road from the private
36 side to highway side.

37 BG: He was not aware of any new drainage culverts being installed, only those within the design
38 plans nor was he aware of the flow of the drainage be rerouted being.

39
40 Marion Williams, 464 Latham Road, followed up to her Chat question by asking if the project
41 would address the standing water in the drainage ditches in front of her house and along the road
42 in this area.

43 BG: He needs look at the issue and get with the town engineer and contractor before any
44 decisions could be made.



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2. ATT Cell Tower Update

BG: The cell tower is up, and the road has been installed. Dale Lewis, DPW Foreman, and he were at the site today and they feel there is more work to be done regarding stormwater and erosion measures. The Town Manager contracted Bob Evan, from TowerCo, to relay their concerns about the current status of the site. The approved plan for the project requires the road construction to adhere to Vermont Low Risk Site requirements for stormwater and erosion control. The Town Manager forwarded a copy of these requirements to Bob Evans at TowerCo and will follow up on this issue before final approve is given, if required. The electrical service has been installed and the next step is for TowerCo to install the antennas and build the structure to house the equipment to make the tower operational. As far as he knows the goal is to have equipment installed by September and the tower operational shortly thereafter.

SH: Inquired if we knew who what cell services providers would be on the tower?

BG: No, and he is not sure that information will be provided but he anticipates most major carriers would want to utilize it.

3. Sayre Bridge Damage Update

BG: Signed a proposal with Daniels Construction to replace the damaged sign and boards and we are just waiting to hear back from them for a date to come out to complete the repairs.

4. FEMA Reimbursement Update

BG: All of the FEMA funds have been received and the balance due on the outstanding loan is approximately \$187,000, which is our local share. Financing of this amount still needs to be determined at a later date.

5. Delinquent Taxes

BG: Met with Tracy Borst, Town Clerk-Treasurer, and he has all of the necessary information to proceed with mailing out a new letter that provides statutory information regarding the ability to request a meeting with the Board of Abatement, along with Vermont's Housing Assistance Program to help eligible homeowners with delinquent taxes. . He further stated that several property owners have already taken advantage of the state's housing assistance program, with four property owners being approved, one denied, and three applications pending. He is also including a copy of the new delinquent tax policy and want to work with property owners to help them find a way to pay their delinquent taxes.

SH: Asked if there were any other questions for the town manager. Being none moved to # 3 Public Comments.

3. Public Comment

Missy Krzal read a prepared statement that expressed her concern that Selectboard members are not giving the proper respect to other Selectboard members and appointed officials, and she would like to see this behavior stop. She also commented that she attended the last Treasure



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1 Island Exploratory Committee meeting and felt the same disrespectful attitude was displayed
2 during this meeting regarding while discussing the proposed trails at Treasure Island.
3 She closed her statement with the hope that elected and appointed officials will conduct
4 themselves with integrity their public service positions demand.
5 SH: Asked if there were any other public comments. Being none, moved to item # 4.
6

7 **4. Public Hearing on Request for Road Name (Makalas Way)**

8 SH: Received a request from Matthew and Jamie Pierson for a new street name for a unnamed
9 road that their new house will be located on.
10 SH asked if there was any discussion regarding the request.
11 ST asked where the name came from, and it was determined the proposal street name is the name
12 of the Pierson's daughter.
13 TS: **Motion** by TS (should this be ST for Steve?) to approve the naming of 0 Latham Road as
14 Makala's Way. Roll call vote: David Goodrich-In favor, Steve Tofel-In favor, Mary Bryant-In
15 favor, Sharon Harkay-In Favor, motion passes 4-0.
16

17 **5. Discussion of Who Should Continue to Develop the Master Plan for Treasure Island,** 18 **the TI Exploratory Committee or an Outside Firm**

19
20 SH: Explained that she put this on the agenda as to discuss the charge of the TIE Committee
21 regarding the development of a master plan for TI as Selectboard Member Li Shen expressed
22 that an outside firm might be needed for this task and the TIE Committee needs guidance from
23 the Selectboard. She asked if a Selectboard member would like to speak to this item.
24 MB: Asked to her SH thoughts on the matter. (Clarify)
25 SH: Identified that two members of the TIE Committee David Roth, Chairperson, and Dale
26 Gephart are here to speak on this matter.
27 David Roth (DR): Went over the development of the masterplan to date and the information that
28 has been presented to the Selectboard and the public. He identified the masterplan as having
29 three components; education, recreation, ecology and referred these components as the three legs
30 of the stool the masterplan is developed on. He felt that the TIE Committee was following these
31 principals in the development of the masterplan. He then mentioned another component that Dale
32 Gephart would speak to, a stewardship plan, that would complement the three components.
33
34 SH: Commented the original charge of the TIE Committee did not include education. The charge
35 was for the Committee to address, financial, environmental, and recreational concerns. She stated
36 that education could be a part of it, but it is not part of the Committee's original charge from the
37 Selectboard.
38
39 DR: Said he understood but felt that education has an overall part and is relevant to the three
40 original charges. DR then introduced Dale Gephart to discuss the concept of a stewardship plan
41 for TI.
42
43 Dale Gephart (DG): Introduced the concept of a "stewardship plan" for TI and that in his opinion
44 stewardship consist of knowledge and responsibility for the overview environment of TI. He



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- 1 further expanded on concepts and values of knowledge and responsibility for TI. He stated that a
- 2 stewardship plan complements a management plan and referenced two stewardship plans from
- 3 another state that he felt would be a benefit for the overall development of TI. He proposed to the
- 4 Selectboard that an outside consultant be engaged to help develop a stewardship plan.
- 5 SH: Asked DG if the stewardship plan would more than look out for the natural undeveloped
- 6 part of TI?
- 7 DG: Respond that yes, the plan would take into account that TI is a park, the building, trails, and
- 8 all of the human actively on TI. He stressed that it is not a plan to explore how TI can make a
- 9 profit, but it does include how to make TI sustainable.
- 10 MB: Asked if it would take into consideration, financial, recreational, and environment concerns.
- 11 DG: Referenced the two plan he provided, and this type of information is included in the
- 12 stewardship plans.
- 13 DR: Commented that the stewardship plan and masterplan would be done in parallel and
- 14 complement each other.
- 15 SH: Asked where would LakeWise assessment fit in?
- 16 DG: ~~That~~ it thought it would be an important part and the LakeWise plan is an action plan for the
- 17 stewardship plan.
- 18 DR & DG: Both commented that Lisa Niccolai, who is currently working on the LakeWise plan,
- 19 would be an ideal person to work on the stewardship plan.
- 20 SH: Commented the agenda item for this evening does not include discussing and deciding or
- 21 engaging an outside consultant to complete a stewardship plan.
- 22 General discussion ensued on the need for a stewardship plan and the importance of it but
- 23 engaging a consultant is not on the on the agenda for this evening.
- 24 BG: Commented that there are two different plans being spoken to, a masterplan that deals more
- 25 with the physical layout of TI and a stewardship plan that would be included in the masterplan.
- 26 SH: Commented she thought the masterplan also needs to contain the financial aspect of making
- 27 TI self-sustaining financially.
- 28 BG: Commented that he was not sure that addressing the self-sustainability of TI would be in a
- 29 masterplan but there would be a financial component in the plan.
- 30 SH: Reaffirmed the original charge of the TIE Committee is to identify how to make TI
- 31 financially self-sustaining.
- 32 MB: Felt the planning work done to date by the TIE Committee has been very invigorating. She
- 33 said as the masterplan moves forward, she would like to make sure the community is a part of
- 34 the process and stressed the importance of public support.
- 35 Dave Goodrich: Asked DR and DG if he heard correctly that completing a stewardship was
- 36 above what they can do as a committee?
- 37 DR & DG: Responded that the information needed for a stewardship plan requires expertise
- 38 beyond what the TIE Committee possesses and reiterated the need to engage an outside
- 39 consultant.
- 40 ST: Commented that with his experience working with volunteer groups the fastest ways to stifle
- 41 committee members or for them lose interest is to micromanage them and let them do a lot of
- 42 work without giving them a fair hearing. He believes TIE Committee is an exceptional
- 43 committee that has the energy and talent to complete the masterplan to be brought back to the



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1 Selectboard. He stated he is prepared to make a motion to that effect. He also stated that he
2 thought the TIE Committee should be made a permanent committee.
3 SH: Asked the Town Manager if he had any additional comments.
4 BG: Agreed with ST comments that the TIE Committee has the talent to complete a masterplan,
5 but it would not be in the same format as the proposal presented by the SE Group a couple of
6 years ago for TI.
7 SH: Fully supports the TIE Committee and believes they have the talent to create a multipage
8 masterplan which contains the committees' original three primary charges for TI.
9 MB: Asked the DR and DG if they felt supported with what they are doing.
10 DG: Stated they feel they are being empowered to move ahead with what they are doing.
11 SH: **Motion** to continue to charge the TIE Committee with the task of developing a formal
12 masterplan for TI rather than hiring an outside consultant. Asked for further discussion from
13 Selectboard members.
14 MB: Asked if the motion would preclude from hiring an outside firm for architectural firm or
15 Lisa Niccolai at some point.
16 SH: Stated no it would not. The motion only relates to the masterplan document.
17 Roll Call Vote: Mary Bryant – In Favor, Steve Tofel – In Favor, David Goodrich – In Favor,
18 Sharon Harkay – In Favor. Motion passed 4-0.
19 Selectboard members thanked David Roth and Dale Gephart for attending the meeting and
20 giving their input.

21

22 **6. Decision on Who Should Handle Late Homestead Declaration Penalty Appeals** 23 **Based on Hardship, Selectboard or Board of Abatement**

24

25 SH: Commented that based on correspondence between Tracy Borst (TB), Town Clerk, and an
26 attorney at Vermont League of Cities and Towns (VLCT), either the Selectboard or the Board of
27 Abatement could hear hardship requests from property owners regarding the late filing penalty
28 for Homestead Declarations. Currently, the Selectboard hears these appears based on hardship.
29 TB: Commented the Selectboard hears all Homestead Declaration penalty appeals, not just for
30 hardship. She further explained that state statute has that the initial request to hear an appeal
31 should go to the Listers within 14-days of the penalty notice. If the property owner is unhappy
32 with the Listers' decision, then they appeal to the Board of Civil Authorities, and then the court
33 system. The Selectboard hears appeals based on hardship only. There are four categories of
34 hardship: military duty, illness or disability of the property owner, illness or disability of a family
35 member, or flood/fire or other natural disaster.
36 A general discussion ensued between Selectboard members and the Town Clerk on the proper
37 process and timeline to hear appeals regarding the penalty for the late filing of Homestead
38 Declaration. The discussion centered around past practices of the Selectboard hearing all appeals
39 and new standard of only hearing appeals based on hardship.
40 DG: Made a ~~motioned~~ the Selectboard hear hardship appeals of Homestead Declaration penalty
41 after 14-days. Roll call vote: Mary Bryant – In favor, Steve Tofel – In favor, David Goodrich –
42 In favor, Sharon Harkay – In favor. Motion passed 4-0.

43



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7. Possible Adoption of the Facility Use Policy after Revisiting Renter's Need for Insurance

SH: Stated after the last meeting there were still questions regarding insurance requirements for applicants looking to use a town facility. She referenced an email Bryan Gazda (BG), Town Manager provided on this topic and asked if he wanted to go over his email.

BG: Contacted Bushway Insurance, a local insurance agent, and the insurance representative stated insurance is available to an applicant, but it would depend on if they currently carried some form of insurance, and their insurance carrier. The cost for insurance can range from free to a couple hundred of dollars, again based on the insurance carrier. The insurance representative had is familiar with Thetford Community Center, and using this as a example, if the event was a low-risk event (baby shower, birthday party, etc.) then they can typically get insurance coverage at no cost. If alcohol is going to served regardless of the location, then insurance should be required. He stated that if the event is a small low-risk event without the consumption of alcohol, then he could see not requiring insurance for such events.

SH: Clarified that a professional business or an event where alcohol will be consumed should be required to have insurance.

BG: Agreed that any professional business or event with where alcohol will be consumed should be required to provide insurance. He further commented that we also need to look at the event, regardless of who is applying, to see if it warrants requiring insurance. He cited the upcoming Thetford Community Center vendor fair in the Thetford village green and the potential for a trip and fall incident.

General discussion ensued between the Selectboard and Town Manager regarding what type of organization and events require the need for insurance.

ST: Recommended that Charlie Buttrey, local town attorney and former Selectboard member, be contacted for his opinion on this matter. ~~The~~ If Mr. Buttrey is unable to provide an opinion, the Selectboard authorized the Town Manager to contact the Town Attorney for his opinion. Agenda item is tabled until the next Selectboard meeting.

8. Possible Waiver of Fee for TCCA's use of Town Green for Fundraising Event on July 23rd

SH: Commented that TCCA is requesting a waiver of facility use fee for their event on the Town Green on July 23rd. TCCA's request is based on the fact that any proceeds from the event will be used to help them maintain their building.

ST: **Motion** to waive any fees associated with using the Town Green on July 23rd from 8am to 7pm for the Thetford Center Community Association for their Market Fair on July 23rd. Roll call vote: David Goodrich – In favor, Steve Tofel – In favor, Mary Bryant – In favor, Sharon Harkey – In favor. Motion carried 4-0.

9. Possible approval of Auditor's Term of Engagement.

SH: Asked the Tracy if this was something they have authorized before and how long they have been the town's auditors?



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- 1
2 TB: Responded, the Selectboard has approved the engagement letter required by the auditing
3 firm before and they have been the town auditors for many years. She also commented the firm
4 is very well respected across the state and she works well with them.
5 MB: Inquired if this is required by statute?
6 BG: Responded that the Selectboard is required to have a financial audit done each year, whether
7 the Selectboard does it or they hire an outside accounting firm, it is their choice.
8 SH: **Motion** to approve the auditor terms of engagement for the upcoming audit of the audit of
9 Thetford's books.
10 Further discussion ensued regarding how the accounting firm invoices for their services (lump
11 sum), if it was budgeted for (yes), who can sign the engagement letter.
12 SH: Modified her motion to authorize the Town Manager to sign the letter of engagement. Roll
13 call vote: Mary Bryant – In favor, Steve Tofel – In favor, David Goodrich – In favor, Sharon
14 Harkay – In favor. Motion carried 4-0.

10. Warrants

- 15
16
17
18 Cash Transfer Warrant T-2002-003 - \$59.00
19 27.1 – \$38,236.85
20 12.2 – \$40,687.33
21 21.3 – \$575.29
22 22.3 - \$73.80
23 23.3 - \$58,006.71
24 24.3 - \$515,824.26
25 13.4 - \$25,123.48
26 ST: **Motion** to approve the warrants as presented. Roll call vote: David Goodrich – In favor,
27 Steve Tofel – In favor, Mary Bryant – In favor, Sharon Harkay – In favor. Motion carried, 4-0.

11. Anticipated Executive Session Pertaining to Employment or Evaluation of Public Officer or Employee per 1 V.S.A. §313(3)(a)(3)

- 28
29
30
31
32 SH. **Motion** to move into executive session at 8:44pm pertaining to employment or evaluation of
33 public officer or employee per 1 V.S.A §313(3)(a)(3). Roll call vote: David Goodrich – In favor,
34 Steve Tofel – In favor, Mary Bryant – In favor, Sharon Harkay – In favor. Motion carried, 4-0.
35
36 SH: **Motion** to move out of executive session at 10:11pm, with no further action taken. All in
37 favor. Motion carried, 4-0.

12. Adjournment

- 38
39
40
41 ST: **Motion** to adjourn the meeting at 10:12pm. All in favor. Motion carried, 4-0.
42



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1 **Selectboard Regular Meeting *Draft* Minutes**
2 **Thetford Town Offices**
3 **(w/Virtual Attendance Option)**
4 **Monday, July 18, 2022 7:00 PM**

5
6 Selectboard members present: Sharon Harkay (chair). Li Shen (vice-chair), Mary Bryant, David
7 Goodrich, Steve Tofel
8 Others present: Town Manager Bryan Gazda, Selectboard assistant Martie Betts

9
10 Sharon Harkay called the meeting to order at 7:10 pm.
11 (Please note: technical difficulties with audio feed delayed the start of the meeting.)
12

13 **1. Agenda Review**

14 Sharon said there are notes on general discussion for ARPA. Does the agenda item need to be
15 renamed? Bryan said they could. He wanted to look at categories first, before sending out a
16 survey. Agenda item #7 was renamed.
17

18 **2. Town Manager Report**

19 **a. Latham Road Wet Area**

20
21 Bryan said he and DPW foreman Dale Lewis looked at the wet area, which they determined to be
22 outside of the town right-of-way. It would appear that the property owner has been doing the
23 ditching, and as it is not in the town right-of-way, it is not the town's problem to fix.

24 **b. Update on EEI's HVAC System Proposal**

25 Bryan said he had a meeting last week with Geoff Martin and Erica Ko who are continuing to
26 look at the various components of how EEI have set up their proposal.
27 The proposal will be ready for the Sept 12th Selectboard meeting.
28

29 **c. Other**

30 Bryan had a virtual meeting with Lisa Niccolai and Misha Cetner, from the Shoreline Protection
31 Act, about Treasure Island. Misha will do a site visit on August 4th around 9:30 or 10:00. The
32 Shoreline Protection Act requires 3 permits and there is a lot to it. Sharon asked if Bryan would
33 object to warning the site visit so Selectboard members could attend. Bryan will check with
34 Misha to make sure he doesn't object. One bid for the work (which work?) has come in from
35 Dubois & King and it's in the ballpark of \$4500.00 to \$5500.00.
36 Bryan, Steve Tofel and David Goodrich met on Robinson Hill Road, and Lisa Niccolai will put
37 together a LakeWise storm water management plan. With the diversion or channeling of water
38 on a paved road, you have to start thinking about where you are going to put the excess water.
39 Sharon suggested that Lisa take a look at the Stantec report as there was quite a bit about that
40 road. Bryan said all parties have the report.

41 **3. Public Comment**

42 No public comment.
43



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1 4. Continued Discussion and Possible Adoption of Proposed Facilities Policy

2 Bryan reached out to Attorney Charlie Buttrey who sent an email with three suggestions. He did
3 not answer the question about organizations and events that really need the insurance vs. ones
4 that don't.

5 Sharon noted that Charlie's first point was something she had raised. Sharon agreed that it would
6 be better to end the sentence after the words "user fee" and said the Selectboard or whoever
7 should be very careful when they make their decision and be ready to tell people why that
8 decision was made.

9 Bryan said to remember that waiving or reducing the fee is an option and not something they
10 have to do.

11 Sharon thought the second suggestion to add "or as a consequence of the event" was prudent and
12 a good idea and agreed with the third point that the language should be consistent between the
13 use agreement and the policy. Sharon said while we still have to hear about whether certain
14 groups need insurance, we could just put in a waiver to reduce the user fee or waive the
15 insurance requirements just so we get the policy going.

16 David Goodrich liked the option to waive the insurance and said they need to be consistent and
17 be able to defend their decision.

18 Bryan pointed out that with that waiver the Selectboard will more than likely be hearing from
19 every user.

20 Mary Bryant said she didn't think they would have that many to review.

21 Li agreed that there are not too many events on the green.

22 Bryan reminded the Selectboard that this will also cover the use of Treasure Island.

23 Sharon said she would like to amend the language of the waiver to say the fee may be reduced,
24 and/or the requirement to provide proof of insurance when alcohol will not be consumed.

25 Sharon asked Bryan for a final draft in August.

26 Charlie Buttrey joined meeting at 8:35 pm.

27 Sharon told Charlie the remaining question is whether there are some types of situations where
28 we should absolutely require insurance and whether there might be some where we could waive.

29 Charlie gave the example of someone having a memorial service for a town resident on the green
30 with no alcohol, why should they get insurance? From a policy perspective, is the point to
31 encourage people to use these facilities or are they just available if people want to use them?

32 Sharon said they would like to encourage more people to use the facilities, and the Town
33 Manager wants to make sure the town doesn't wind up with a big insurance claim.

34 Charlie said he can't imagine wanting a celebration of life for his mother (for example) and then
35 have to cough up money because of a policy. As an attorney, when he goes after someone he
36 goes after who has the deepest pockets. Charlie asked Bryan if the town insurance policy would
37 exclude an injury on town property? Bryan said probably.

38 Charlie then said from a legal opinion it is a good idea, but he's not sure it's a good idea from a
39 policy perspective. If you want the public to use the facilities, you don't want to then put hurdles
40 in the way.

41 Bryan gave the example of the upcoming vendor fair, if someone were to trip and fall over one
42 of the ropes a vendor put up, who would Charlie go after.



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1 Charlie said he would get in touch with vendor's insurance company first, then the association
2 who put on the even and finally, the town's insurance company.
3 Sharon wondered about someone who had a birthday party and had things like a bounce house.
4 Charlie said that alcohol does create other issues and thought there should be a change in the
5 language to include an accident that occurs as a consequence of the event.
6 Sharon said they looked at the three items Charlie had sent and agreed with all three earlier this
7 evening.
8 Steve Tofel wondered if it would be worthwhile to have wording in there about a for-profit entity
9 being required to have insurance.
10 Li thought that would kill anything like a vendor fair. These vendors are small and probably
11 don't have insurance.
12 Sharon said the Selectboard would use their best judgment in whether or not to consider
13 insurance.
14 Charlie said he liked giving the Selectboard that flexibility.
15 Bryan said he would need to look at the actual rental agreement and see if we need to ask
16 specific questions of the user.
17 Sharon asked Bryan to have one version with the waiver, and one without for the August 1
18 meeting.
19

20 5. Setting Speed Limits on Town Roads and Residents' Request for Lowering the 21 Speed on a Section of Academy Road

22 Sharon noted that the agenda specifically mentions a section of Academy Road and since the
23 agenda was posted, residents on Sanborn Road wanted to have a section of that road addressed.
24 The Selectboard reviewed the traffic ordinance.
25 Steve Tofel said on Academy Road at the bend by the state park the speed was increased from 25
26 mph to 35 mph. We have heard from residents that their mailboxes are on the west side of
27 Academy Road while their houses are on the East side. They have to cross the road to get their
28 mail and it is dangerous for someone who might not be able to get off the road quickly. They
29 have requested a reduction of the speed limit back to 25 mph, which would mean changing the
30 ordinance.
31 Li said the police had a big say in road safety and the ordinance. It is the police who have an idea
32 of what's safe and what's not. Maybe the residents need to get the opinion of the police.
33 Sharon said she remembered Chief Evans and then town engineer Mary Ellen Parkman doing the
34 survey but doesn't remember an explanation of exactly why they did what they did.
35 Li said it had to do with site lines and guidelines from the state. People will drive at the speed
36 that they feel the road can handle. If we have problems with pedestrians in the road there should
37 be signs.
38 Mary asked if they could move their mailboxes.
39 Steve said the placement of the mailboxes is up to the postal service and it apparently wasn't an
40 option.
41 Sharon said they should consider the human factor rather than just formulas and stringent rules.
42 If people feel unsafe crossing the road, and it's a short length of road, it seems for all those



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1 reasons we could have our current chief look at it to see what's reasonable, and it's just before
2 Thetford Academy.
3 Steve said we're talking about 10 mph for 3/10 of a mile.
4 Mary agreed that Chief Scruggs should look at this.
5 David noted that when he drove Academy Road, the transition from 25 mph to 35 mph seems to
6 be at the boundary of the village center designation. It might be a factor to keep in mind.
7 Bryan said he would talk with Chief Scruggs.
8 Sharon said a resident told her that while according to the ordinance, Sanborn Road should be 25
9 mph the entire length from Latham Road to Route 5, the end closer to Route 5 is marked 35 mph.
10 Barbara DeFelice, who had contacted Sharon, said it was posted 35 mph on both ends, but she
11 had only sent pictures from the Latham Road end.
12 Bryan said that was simply a sign change.
13

14 6. Discussion on Which Requests for Liquor Licenses for Events Should Be 15 Handled by the Town Clerk Versus the Liquor Control Board

16 Sharon said this item is about who handles the requests so they can firm up the policy. Sharon
17 felt if the request is submitted far enough in advance the local liquor control board should say
18 yes or no.
19 The Selectboard assistant read an email from the Barre City clerk that included the statute and
20 policy of the city that allows for the clerk to sign under certain circumstances.
21 There was discussion about new caterers vs. previously approved catering companies.
22 Mary said if the caterers do not come before the board, then its just paperwork. What is the real
23 difference between the board or Tracy signing?
24 Sharon said there would be more people to review with the board, and perhaps one of the board
25 members would have experience with the caterer, plus the local liquor control board is statutorily
26 in charge of this.
27 Steve said if the caterer has come to the board already, and there will not another meeting prior
28 to the event, the clerk should be authorized to issue the permit.
29 Li agreed.
30 **Motion** by Sharon Harkay to suspend the Selectboard meeting at 8:07 pm and convene a
31 meeting of the local Liquor Control Board. **VOTE: All in Favor (5-0-0). Motion passed.**
32 **Motion** by Sharon Harkay that new caterers to Thetford are required to get their approval for
33 their liquor license from the local Liquor Control Board. And further, that those caterers who
34 have gotten licensed before, if their event will be happening before the local Liquor Control
35 Board meets again, the Town Clerk will be authorized to give approval for their license.
36 Steve suggested the language "all licenses for catering events where liquor will be served will be
37 approved by the local Liquor Control Board, except previously approved caterers, licensed by
38 the state who will have an event that will come before the next meeting of the local Liquor
39 Control Board. Those may be approved by the Town Clerk." So which did we vote on? (We can
40 double check the recording, but I believe no adjustment was made to the original motion.)
41 **VOTE by Roll Call: David Goodrich – in favor, Li Shen – in favor, Mary Bryant – in favor,**
42 **Steve Tofel – in favor, Sharon Harkay – in favor. Motion passed.**



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1 **Motion** by Sharon Harkay to adjourn the meeting of the local Liquor Control Board at 8:12 pm
2 and reconvene the Selectboard meeting. VOTE: All in Favor (5-0-0). **Motion passed.**

3

4

~~7. **Draft Survey for Soliciting Ideas for Spending of ARPA Funds**~~

5

Getting Familiar with the Categories for Possible ARPA Funding

6 Bryan had put together a white paper regarding the presentation by Katie Buckley. Bryan
7 suggested looking at the categories and deciding where we should put the focus. This will help in
8 the creation of the survey.

9 Sharon said they should double check the list from Katie for state programs already in existence.

10 Sharon asked about roads, buildings, and maintenance.

11 Bryan said that comes under lost revenue.

12 Sharon wanted to make sure (those three items) that was included in the survey. *Sharon's*
13 *question her is "what is the difference", referring to lines 10 – 12. Pink is my suggestion for*
14 *clarification.*

15 Bryan didn't necessarily agree and said they should look at capital improvements and
16 infrastructure. Childcare is covered in 2 or 3 sections. There are several state and federal
17 programs that have assistance and while we can look at childcare, we should keep it simple.
18 Sharon said we need projects that are a onetime thing. We can't afford to start something that we
19 can't keep up.

20 Mary said there are a great deal of needs in this town, but she would like to see the needs
21 prioritized. What do we need now? The church is a great thing, but not a critical thing to keep
22 people going to work or our economy going. What are the things that are the most heavily
23 impacted by COVID?

24 Sharon said they are not talking about renovating the Timothy Frost building, but fixing
25 structural problems so we do not lose the historical structure due to neglect.

26 Mary said we don't need to take that project out of the fund

27 Li disagreed and said it would be hard to find money somewhere else. This building is crucial to
28 this place and this sense of place. It could be a useful building, but it can't be anything if it's
29 structurally unsound.

30 Mary said there are so many needs in town, and they should make a list to prioritize. She didn't
31 mean to make the church a topic of discussion.

32 Bryan said that's why he presented the categories. They need to truly understand the needs.

33 Bryan reminded the Selectboard that the money could also be used for matching grants.

34 Sharon cautioned the Selectboard not to keep looking at 2024 as the end date because there is a
35 danger of waiting until the last minute.

36 Sharon said this changes our timeline drastically. Is Bryan now suggesting the draft survey might
37 not come before the Selectboard until September 12th?

38 Steve said he was trying to decide how specific they needed to be.

39 Mary disagreed. People want to know what the money is going to be used for.

40 Sharon suggested having an initial survey with broad categories and then a second survey with
41 choices under those categories proven to be the priorities.

42 Sharon asked Bryan to have examples from other towns by August 1, and then perhaps by Sept
43 12 there could be a draft survey.



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8. Warrants and Minutes

#29.1 \$47,672.39
#28.1 \$60.00
#25.3 \$5,310.00
#13.2 \$14,988.89
#14.4 \$27,226.10

Motion by Li Shen to accept the warrants as presented. VOTE: All in favor (5-0-0). **Motion passed.**

Approval of minutes was postponed at the next meeting.

9. Anticipated Executive Session Pertaining to Employment or Evaluation of a Public Officer or Employee per 1 V.S.A. § 31 3 (3)(a)(3)

Motion by Sharon Harkay to enter Executive Session to discuss employment or evaluation of a public officer or employee per 1 V.S.A. § 31 3 (3)(a)(3) and to invite Bryan Gazda. VOTE by Roll Call: Steve Tofel – in favor, Mary Bryant – in favor, Li Shen – in favor, David Goodrich – in favor, Sharon Harkay – in favor. **Motion passed.**

The Selectboard entered executive session at 8:51 pm.

Motion by Sharon Harkay to exit Executive Session at 9:45 pm. VOTE: All in Favor (5-0-0). **Motion passed.**

No action taken

1. Adjourn

Motion by Steve Tofel to adjourn the regular Selectboard meeting at 9:46 pm. VOTE: All in Favor (5-0-0) **Motion passed.**



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1 **Selectboard Regular Meeting *Draft* Minutes**
2 **Thetford Town Offices**
3 **(w/Virtual Attendance Option)**
4 **Monday, August 1, 2022 7:00 PM**
5

6 Selectboard members present: Sharon Harkay (chair), Li Shen (vice-chair 7:04 PM), Mary
7 Bryant (joined the meeting via Zoom at 9:12 PM), David Goodrich, Steve Tofel
8 Others present: Town Manager Bryan Gazda, Town Clerk/Treasurer Tracy Borst, Conservation
9 Commission Chair Jim McCracken, Planning Commission Chair David Forbes, Selectboard
10 Assistant Martie Betts
11 Participating Community members: Jody Biddle, Cathy Newbury
12

13 Sharon Harkay called the meeting to order at 7:00 PM.
14

15 **1) Agenda Review**

16 No changes to the agenda.
17

18 **2) Town Manager Report – Bryan Gazda**

19 **a) Post Mills Airport Update**

20 Bryan has been in touch with Attorney Monahan about the matter. The appraisals for real and
21 personal property are still underway and Bryan will be notified when they are done, which will
22 likely be sometime in September.

23 **b) Latham Road Project Update**

24 This project is still set to go on August 15th. There are some expected delays starting the week of
25 August 14th. The project is anticipated to go through early November.

26 **c) Sayre Bridge Repair**

27 Repairs were done last Thursday, including the sideboard, and an insurance claim has been
28 submitted. Sharon asked if the town received the money from Historical Society and Bryan said
29 he believed the money was received.

30 **d) Other**

31 Chief Scruggs informed Bryan that Claremont Ford said the order for the hybrid police cruiser
32 has been cancelled, and no reason was given. Bryan has a call into the dealership. Ford is the
33 only company that offers a hybrid model of a police vehicle.
34

35 **3) Public Comment**

36 No public comment.
37

38 **4) Update from Conservation Commission; Jim McCracken**

39 Jim McCracken, chair of the Conservation Commission, was at the meeting to give the
40 Selectboard an update on the activities of the commission. Jim gave statistics from Green Up
41 Day, and the trees on Taylor property, as well as treating for invasives.
42 Jim talked about grants and said that they are not matching, but it would be good to know how
43 invested the town is.



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1 Jim noted that some properties are up for renewal of the land management plan. Next year will
2 be the 15th year, and the commission has been visiting all the locations and reading about the
3 plan in our meetings, as there are some new commission members. David Paganelli, the Orange
4 County town forester will probably write the renewed plan, at no cost. His plan is to visit all the
5 properties this fall and, in the spring, to do his data collection. The goal of the commission will
6 be to look at the management priorities for each property and submit them to David. They have
7 not decided how they want to involve the public.

8 Jim said there was an amazing response to the pollinator education series. There is one more
9 workshop which entails collecting seeds and preparing the pollinator gardens for winter. Because
10 of COVID, there has not been indoor education events. One event coming up is a paddle to the
11 three corners of Lake Fairlee on August 17th. People from West Fairlee, Fairlee and Thetford
12 have been invited to paddle out and meet in the lake where the three town lines intersect.
13 Jim noted that one of the commission members is stepping down so they will be looking for
14 people who might want to join the commission. There are 2 vacancies.
15

16 **5) Zoning Bylaw Revision Regarding Accessory Dwelling Units; David Forbes**

17 David Forbes, chair of the Planning Commission, said this is the first in a series of revisions that
18 will be made to the housing related portions of the Zoning bylaw. The information sent to the
19 Selectboard is the result of conversations between the Planning Commission and Development
20 Review Board chair, Tim Taylor. David said there are three changes recommended, and when
21 discussed they could find no rationale for keeping that current section of the bylaw. The Planning
22 Commission is working toward streamlining the process of developing an ADU (Accessory
23 Dwelling Unit) without bypassing the best practices, the rigors of site plan review and general
24 standards within the current zoning bylaws.

25 Tim Taylor gave additional comments in support of the changes.

26 Sharon asked if they had considered tiny houses that are on wheels when making these changes.
27 David said one of the new commission members, Cynthia Shelton, has been a driving force
28 behind discussion of tiny houses on wheels. David said the commission is taking a very careful
29 approach to it. New Hampshire passed bill 482 which deals with tiny houses on wheels bill, and
30 it has a fairly detailed and exhaustive list of provisions and requirements for such buildings. The
31 intention is to look at that New Hampshire bill as compared to Vermont state law and statute,
32 translate and adopt the provisions of such a bill and discuss it even further. We're not going to
33 casually waive it through.

34 Jody Biddle said she heard if a tiny house is on wheels, the land is taxed but not the building.
35 David could not confirm that but will do some research and get back to Jody.

36 Cynthia Shelton said she lives in a tiny house that she did not build. It falls in a crack between
37 what an RV is and what a home is. She is looking at how to properly tax as a home. Cynthia
38 noted it is very expensive to transport things that don't already have wheels.

39 There was brief discussion about septic needs for a tiny home.

40 **Motion** by Li Shen to accept the language as offered to change the Zoning Bylaw with respect to
41 Accessory Dwelling Units. VOTE by Roll Call; Steve Tofel – in favor, Li Shen – in favor, David
42 Goodrich – in favor, Sharon Harkay – in favor. **Motion passed.**

43
44



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3 **6) Setting of the 2022 Tax Rate**

4 The Selectboard reviewed a spreadsheet that Tracy Borst provided. Bryan noted that thinking
5 back to the budget, the only difference is an increase of \$13,600. For the town rate, we are within
6 pennies of the proposed budget, including all of the social service articles.
7 Tracy noted that the education rates have decreased so the overall tax rate is down 7 cents for the
8 residential rate, and 1 cent for the non-residential rate.

9 **Motion** by Steve Tofel to approve the tax rate as presented by the Town Manager and Treasurer
10 for a total town rate of .855215. VOTE by Roll Call; Steve Tofel – in favor, Li Shen – in favor,
11 David Goodrich – in favor, Sharon Harkay – in favor. **Motion passed.**

12

13 **7) Discussion of ARPA Funds Survey Formats**

14 Sharon said the intention for tonight is to look at various survey formats, see which one we like
15 the best and then submit ideas to Bryan so he can draft a survey for review on September 12th,
16 noting that she likes the format from the town of Underhill.
17 Steve Tofel agreed.

18 David Goodrich liked the survey from the town of Dorset, but noted that the Underhill survey is
19 similar, but has more details.

20 Li Shen said the Underhill survey is very detailed but maybe people want that.

21 Jody Biddle, chair of the Thetford Elder Network (TEN), said she had two things would like to
22 bring to the attention of the Selectboard and those are elders and transportation. It seemed that in
23 the categories for using ARPA funding, a lot of focus was on youth programs and children, but
24 not one mention of reaching out to elders or ways to serve them.

25 Cathy Newbury, also on the Thetford Elder Network, explained how COVID has impacted the
26 funding for TEN, and what that means for the programs they offer seniors. She encouraged
27 including in the survey a question for residents to think about what types of groups they would
28 be willing to see the town invest in. Cathy said they submitted a grant for ARPA funds and
29 denied because we are not a non-profit. They had assumed that they would qualify since they are
30 already connected to the program. At the moment TEN doesn't receive any direct funding from
31 the town, but they do get help from the town. In the 2 years since COVID, TEN has seen a
32 decline in their bank account of around 40%. TEN needs help to making that up and ARPA
33 funds seem like a good way to do that.

34 Li said she was looking at the document from the US Treasury, and it is true that a lot of
35 programs are emphasized around children. There is nothing about seniors at all.

36 Cathy also suggested that climate mitigation measures would be helpful for seniors. While there
37 have been efforts to help with weatherization, other things are out there, such as solar

38 The Selectboard agreed that the Underhill survey was the format they would like to use, and they
39 will submit category and question ideas to Bryan. He will put together a survey for review at the
40 September 12th Selectboard meeting.

41

42 **8) Possible Adoption of Revised Facilities Use Policy**

43 The Selectboard reviewed the updated draft from Bryan. Sharon noted that two locations had
44 been added: the Thetford Hill Green and Memorial Park in Post Mills. Sharon did not think they



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1 had control over the Thetford Hill Green. Li said that the Thetford Hill Green is town land and
2 should be included in the policy along with the Thetford Center Green and Memorial Park.
3 Li commented on the number of cars parked on Thetford Hill during the recent Thetford Hill
4 Fair. She felt sure there were more than 150 people on the green.
5 Bryan agreed and suggested a higher amount of people in the policy.
6 Sharon said she strongly felt that somebody needs to discuss the addition of the Thetford Hill
7 Green with the Thetford Hill Village Improvement Society (THVIS).
8 Li said she spoke at length with someone on the THVIS about the fair, which has been going
9 since 1903. The THVIS does take care of the green and the fair is the fundraiser to cover the
10 expenses of the care. While they do take care of the property, they don't own it, the town owns
11 it. The town would be liable for any injury on that green.
12 Sharon said she understood what Li was saying, she is concerned that the people who have been
13 involved for years are going to have a different point of view.
14 Bryan added that he did speak with PACIF (Property & Casualty Intermunicipal Fund) and they
15 understand the exemption for the small venues. If there was a small group with no insurance,
16 they understand we would be the first one in line.
17 Sharon said with the addition of the Thetford Hill Green and Memorial Park, she did not think
18 they could go further with the policy until Bryan reached out to the Village Improvement
19 Society.

20
21 **9) Consideration to Approve Water Study Agreement – Stantec Consulting Services**
22 Bryan said this agreement has been vetted and is recommended by the water study committee.
23 The amount the town will have to pay is \$2,424.00. Tracy Borst asked where that money would
24 be coming from and wanted to confirm that the remaining amount would be the municipal
25 planning grant.
26 Bryan confirmed the grant and said the town portion would come from the general fund or the
27 planning and consulting fund.
28 **Motion** by Li Shen to authorize the Town Manager to sign the agreement with Stantec for the
29 Municipal Planning Grant Water Study. VOTE by Roll Call; Steve Tofel – in favor, Li Shen – in
30 favor, David Goodrich – in favor, Sharon Harkay – in favor. **Motion passed.**

31
32 **10) Caterer Request for Liquor License**
33 **Motion** by Sharon Harkay to suspend the Selectboard meeting to convene a meeting of the local
34 Liquor Control Board at 8:41PM. VOTE; All in favor (4-0-0). **Motion passed.**
35 **Motion** by Sharon Harkay to approve the request from The Monkey House to include alcohol at
36 a wedding reception on September 4th, 2022. VOTE; All in favor (4-0-0). **Motion passed.**
37 **Motion** by Sharon Harkay to approve the request from The Monkey House to include alcohol at
38 a wedding reception on August 27th, 2022. VOTE; All in favor (4-0-0). **Motion passed.**
39 **Motion** by Sharon Harkay to approve the request from The Monkey House to include alcohol at
40 a wedding reception on September 17th, 2022. VOTE; All in favor (4-0-0). **Motion passed.**
41 **Motion** by Sharon Harkay to adjourn the meeting of the local Liquor Control Board at 8:45 PM
42 and reconvene the Selectboard meeting. VOTE; All in favor (4-0-0). **Motion passed.**

43
44 **11) Warrants and Minutes (4 meetings)**



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- 1 #31.1 \$4,901.58
- 2 #15.4 \$26,570.56
- 3 #14.2 \$8,842.50
- 4 #27.3 \$24,462.00
- 5 #30.1 \$36,435.86
- 6 #26.3 \$367,213.30
- 7 **Motion** by Li Shen to accept the warrants as presented. VOTE; All in favor (4-0-0). **Motion**
- 8 **passed.**
- 9 **Motion** by Sharon Harkay to approve the regular Selectboard meeting minutes of June 20th,
- 10 2022, as edited. VOTE; (3-0-0) Li Shen abstained. **Motion passed.**
- 11 **Motion** by Sharon Harkay to approve the regular Selectboard meeting minutes of June 27th,
- 12 2022, as edited. VOTE; All in favor (4-0-0). **Motion passed.**
- 13
- 14 **12) Anticipated Executive Session Regarding Negotiating or Securing a Real Estate**
- 15 **Purchase or Lease Option (Initial Discussion) pursuant to 1 V.S.A. §313(a)(2).**
- 16 **Motion** by Sharon Harkay to enter Executive Session to discuss Negotiating or Securing a Real
- 17 Estate Purchase or Lease Option per 1 V.S.A. § 313(a)(2) at 9:11 PM and invite the Town
- 18 Manager. VOTE by Roll Call; Steve Tofel – in favor, Li Shen – in favor, David Goodrich – in
- 19 favor, Mary Bryant – in favor, Sharon Harkay – in favor (5-0-0). **Motion passed.**
- 20 **Motion** by Sharon Harkay to exit executive session at 9:54 PM. VOTE; All in favor (5-0-0).
- 21 **Motion passed.**
- 22 No action taken.
- 23
- 24 **13) Adjourn**
- 25 **Motion** by Steve Tofel to adjourn the regular Selectboard meeting at 9:55 PM. VOTE; All in
- 26 favor (5-0-0). **Motion passed.**
- 27
- 28



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Selectboard Special Meeting *Draft* Minutes

Thetford Town Offices

(w/Virtual Attendance Option)

Monday, September 12th, 2022 7:00 PM

Selectboard members present: Sharon Harkay (chair), Li Shen (vice-chair), Mary Bryant, David Goodrich, Steve Tofel

Others present: Geoff Martin, Eric Laffayette

Participating community members: Gregg Kasten, John Freeman

Sharon Harkay called the meeting to order at 7:00 PM.

1. Agenda Review

No changes to agenda.

2. Town Manager Report

1. Various Topics

Route 132: the Route 132 project has been completed and was \$113,000 under budget.

Latham Road: the Latham Road project is underway. With the savings from Route 132 and the bond, Bryan expects to have \$200,000.00 to put towards the project.

AT&T Cell Tower: the antennas are up with room for other carriers to install their equipment. The expectation is that it will be operational in 30 to 90 days.

Post Mills Properties: John Freeman spoke about his purchase of the old “Hatch’s” building on Route 113 in Post Mills, and the cost of demolition. Because it was a lot more than anticipated, they have started a Go Fund Me which has raised \$8000.00. They anticipate using this money to landscape the property once the building has come down.

Union Village Covered Bridge: an insurance claim has been submitted for damage done to the bridge. Bryan is working with Chief Scruggs to determine who caused the damage.

Timothy Frost Building: Bryan and several Selectboard members met with a person from the Preservation Trust who said there were funding options that could be available, depending on the usage of the building.

Gender Pay Inequities: Bryan worked with Frank Sadowski, and they are not seeing gender pay inequities at this point.

Delinquent Taxes: Bryan has entered into 3 payment agreements but there are 18 property owners with delinquent taxes. Letters were sent in July and August.

Treasure Island: Treasure Island is currently open for “at your own risk” use. The docks have been pulled in and the facilities are cleaned up. They exceeded their expected revenue but there were some overages.

Other: DPW foreman Dale Lewis and Bryan have been discussing the possibility of a town garage and transfer station at the current town garage location with an architect.

DPW crew member Bryan Sawyer will be leaving Thetford for work in Pomfret.

Bryan wanted to acknowledge and thank Transfer Station Coordinator Suzanne Simon for reaching out to the public in search of volunteers as they are currently understaffed. Seven to eight people have offered help.



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3. Public Comment

No public comment.

4. HVAC Upgrade Discussion with EEI and the Energy Committee

Motion by Sharon Harkay to approve the Energy Improvement Budget Proposal between Energy Efficient Investments, INC. and the Town. VOTE by Roll Call: Steve Tofel – in favor, Mary Bryant – in favor, Sharon Harkay – in favor, Li Shen – in favor, David Goodrich – opposed. **Motion passed (4-1-0).**

5. Update on Thetford Elementary School Solar Array

Motion by Steve Tofel to approve the Thetford Elementary School Solar Array Expansion Resolution. VOTE by Roll Call: Steve Tofel – in favor, Mary Bryant – in favor, Sharon Harkay – in favor, Li Shen – in favor, David Goodrich – in favor. **Motion passed (5-0-0).**

6. Window Dresser Inserts

Motion by Sharon Harkay for Window Dressers to install window inserts in Town Hall. VOTE by Roll Call: Mary Bryant – in favor, Steve Tofel – in favor, David Goodrich – in favor, Li Shen – in favor, Sharon Harkay – in favor. **Motion passed (5-0-0).**

7. New Facilities Policy and the Thetford Hill Green, Including the Existing Agreement

No action taken. The Town Manager will make additional changes and the Selectboard will review at an upcoming meeting.

8. Update on Academy Road Speed Limit with Chief Scruggs

Town Manager Bryan Gazda will meet with Police Chief Michael Scruggs to discuss what needs to happen to change the Traffic Ordinance dated 2020.

9. Discussion of Potential Stewardship Plan for Treasure Island

The Selectboard reviewed the proposal from Lisa Niccolai and had several concerns. Sharon will be attending the next Treasure Island Exploratory Committee meeting and will bring those concerns to the committee. The Selectboard will address this proposal at an upcoming meeting.

~~10. DRAFT ARPA Funds Survey~~

11. Errors and Omissions Certificates from the Lister Office

Motion by Mary Bryant to accept the Errors and Omissions Certificates as presented by the Lister Office. VOTE: All in favor. **Motion passed (5-0-0).**

12. Voting Delegate for VLCT Town Fair

Bryan said he was not sure if he was going to attend the Town Fair yet. Steve Tofel considered it but was also not sure he was going to attend. Tracy Borst is attending but is not interested in



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1 being the delegate. In the end, the Selectboard asked Bryan to work with Tracy on who would be
2 the delegate.

3 13. Liquor Control Board

4 **Motion** by Li Shen to suspend the Selectboard meeting and convene a meeting of the Liquor
5 Control Board at 10:00. VOTE: All in favor (**5-0-0**). **Motion** by Li Shen to approve the TNT
6 Liquor License. VOTE by Roll Call: Mary Bryant – in favor, Steve Tofel – in favor, Li Shen – in
7 favor, David Goodrich – in favor, Sharon Harkay – abstain. **Motion passed (4-0-1)**.

8 **Motion** by Sharon Harkay to adjourn the Liquor Control Board and reconvene the Selectboard
9 meeting at 10:07 PM. VOTE unanimous (**5-0-0**).

10

11 14. Warrants and Minutes

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| | |
|------|-------------|
| 32.1 | \$18035.16 |
| 33.1 | \$27698.51 |
| 34.1 | \$119438.79 |
| 35.1 | \$9359.76 |
| 36.1 | \$5420.21 |
| 15.2 | \$13502.94 |
| 16.2 | \$8282.04 |
| 28.3 | \$20160.32 |
| 29.3 | \$89899.43 |
| 30.3 | \$4340.64 |
| 16.4 | \$26995.51 |
| 17.4 | \$25144.41 |
| 18.4 | \$23488.36 |

13

14 **Motion** by Steve Tofel to accept the warrants are presented. VOTE unanimous. **Motion passed**
15 (**5-0-0**).

16

17 15. Adjourn

18 **Motion** by Steve Tofel to adjourn the meeting at 10:12 PM. VOTE unanimous. **Motion passed**
19 (**5-0-0**).

20