



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, October 17, 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. Thetford Volunteer Fire Department Board of Trustees Meeting Update
3. Public Comment
4. Selectboard Chair – Announcement of Virtual Only Meeting on November 7th, 2022
5. Listers Update, including Preliminary Thoughts on Town Wide Reassessment
6. Social Services Policy Update Discussion
7. Lyme-Thetford Bridge Discussion
8. Agricultural Tax Stabilization – Graduated Repayment of Taxes vs. Deferment
9. Possible Acceptance of Hazard Mitigation Grant
10. Consideration to Award a Contract for the Stowell Bridge Repair
11. Warrants and Minutes
12. Adjourn

TOWN OF THETFORD
REQUEST FOR PROPOSAL
FOR
GRAND LIST 2025 TOWN-WIDE REAPPRAISAL

The Town of Thetford is requesting a proposal from qualified, certified reappraisal contactors to work with the Thetford Listers to complete a town-wide reappraisal for the 2025 Grand List. The most recent town wide reappraisal was done in 2012.

The selected contractor will be responsible for a thorough analysis of local real estate market conditions and review of the existing Computer Assisted Mass Appraisal (CAMA) data leading to the development of computer models for estimating the fair market value of all taxable property in Thetford

Proposals are due by 12 noon, June 1 2023. Paper copies of this request for proposal may be obtained by calling the Listers office at (802) 785-2922 Ext 5, or by email at listers@thetfordvt.gov

This request for proposal is intended to be explanatory, but should any discrepancy appear or any misunderstanding arise as to the intent of anything contained therewith, the interpretation and decision of the Town of Thetford shall be final and binding. Any corrections of errors or omissions in the request for proposal may be made by the Town of Thetford when such a correction is necessary for the proper fulfillment of their intention as construed by the Town of Thetford

INTRODUCTION

The Town of Thetford is situated in the south east corner of Orange County, Vermont. Thetford is approximately 52.8 square miles. There is an estimated 2500 residents as of the 2010 census. We have a mix of residential, agriculture and commercial properties. There are five villages within in the Town of Thetford; Post Mills, Rice Mills Thetford Hill, Thetford Center, East Thetford and North Thetford. Our 2022 CLA (Common Level of Appraisal) is 85.89%, the COD (coefficient of Dispersion) is 19.17%.

For the 2022 Grand List there were 1,406 taxable and 58 non-taxable parcels. The taxable parcel breakout was as follows:

R1	695
R2	397
MHU	5
MHL	48
S1	30
S2	20
C	44
CA	1
I	0
UE	7
UO	0
F	16
O	1
W	100
M	42

The selected contractor will collect data and take pictures of these properties. The Town of Thetford uses Pro Val CAMA software. All properties are currently listed using this software but Thetford is actively investigating the possibility of switching to a different CAMA software system. The reappraisal project will be completed with software compatible with Vermont property Information Exchange (VTPIE) grand list program. Please specify in your Qualifications what CAMA software you recommend to use and the cost to Thetford for the conversion from Pro Val to this new software.

DESCRIPTION OF PROJECT

The reappraisal project shall involve:

- Development of new land schedules and neighborhood delineations to estimate land values for every site in town. Land and depreciation schedules will adhere to the standard CAMA table structure,
- Formulation accurate, localized cost and depreciation schedules to develop a market adjusted cost approach for all types of properties.

These, and any other applicable methods, shall be incorporated into existing or new CAMA software system and the existing property listing data will be reviewed to assure compliance with the new analyses.

The contractor will work closely with the Thetford Listers throughout the project. The Listers will schedule and be a liaison between contractor and property owners for site inspections. We will also, under contractor supervision, be able to inspect and data process 25% of all R 1 and R 2 properties. The Town will provide mailing and access to the existing CAMA system.

PROJECT PURPOSE & OBJECTIVES

The objective of this reappraisal is to generate accurate, defensible estimates of the fair market value for every property in Thetford as of April 1, 2025. In addition, the models shall be integrated into the CAMA system so that future construction, subdivisions and changes to existing properties may be values using the same methodologies.

AVAILABLE SUPPORTING INFORMATION

- Tax Map and parcel data
- Examples of current land schedules and Micro Solve manuals
- Property descriptions from current CAMA Systems
- Copies of completed Sale Verification Forms

SCOPE OF SERVICES

- A) The contractor shall review existing CAMA property descriptions, neighborhood delineations, tax maps, and other relevant information to understand the current assessment system.
- B) The contractor shall analyze three years of sales information, verifying the sales information and correcting, as needed, the associated assessment information.
- C) The contractor shall review and refine neighborhood delineations, analyze vacant and improved property sales and develop land-pricing schedules and produce current Act 60 Homestead site values.
- D) The contractor will visit each property, with or without the Lister assistance, for purposes of completing an exterior and interior inspection of all Residential (year-round and seasonal), Condominium, Farm and Commercial buildings and will update all sketches and photos for each property.
- E) The contractor shall produce new models in the CAMA system for cost and depreciation, sales comparison, MRA, income and any other applicable valuation methods for all types of real property in Thetford.
- F) The contractor shall test the various computer models against the existing sales data to verify the reliability and accuracy of the models for estimating fair market values.
- G) The contractor shall produce, review and verify fair market value estimates for every property in Thetford, resulting in a new a property record card.
- H) The contractor, working with the Town, shall produce a Change of Assessment Notice to be mailed to every property owner as the official notification.
- I) The contractor shall conduct informal hearings for taxpayers to question the new assessment values and shall assist the Town with the formal Lister' grievances and Board of Civil Authority appeals.
- J) The contractor shall produce manuals clearly explaining the valuation methods, the data and the processes to aid the Town in defending the new assessments, and valuing new properties, subdivisions and changes to existing properties. This includes a thorough description of land grading values as well as how peculiarities in construction that are not described in Marshall & Swift are appraised.

- K) The contractor shall complete all of these activities in compliance with Vermont's "Three-Prong Test" and accepted appraisal practices, conforming to all applicable state statues and rules.
- L) All data, maps , reports, forms and worksheets used or developed for this reappraisal shall belong to the Town of Thetford

DELIVERABLES

The final work product will be the GL 2025 Change of Assessment Notices, updates to the CAMA software that reflect the new land schedules and update cost, income and market models and the successful completion of the informal appeals. The documentation produced for this project shall include: a new land valuation manual that includes neighborhood delineations, land schedules and descriptions of adjustments, a copy of the sales file and adjustments made to create the land schedule, copies of any data collection or review manuals, tables or reference materials developed or used during this project: property record cards for each parcel. Properties with multiple residences shall have a property record of each residence.

ADMINISTRATIVE INSTRUCTIONS

The proposals are due by 12 Noon June 1 2023. Three (3) complete paper proposals shall be submitted in a sealed envelope, clearly marked as 2025 Thetford Reappraisal and addressed to:

Thetford Lister's Office
3910 Route 113
PO BOX 126
Thetford Center, VT 05075

The work shall not be assigned or sublet without previous consent of the Town of Thetford and shall not either legally or equitably assign any of the moneys payable under this agreement. Unless by and with the consent of the Town of Thetford

QUALIFICATIONS AND EVALUATION

The proposal should include the following:

- A) Scope of services
- B) Professional qualifications and names of the principals of the firm
- C) The qualifications of the project manager and key staff assigned to the project
- D) Description of the proposed methodologies for assessing values on each class of property
- E) Description of quality control and testing results
- F) The cost proposal
- G) Schedule of work by task
- H) List of all municipal reappraisals currently underway or completed within the last five years including contacts and references.

The evaluation of the proposal will be based on:

- A) Firm's understanding of the scope of the work
- B) Proposed methodology of completing work
- C) Qualifications of the firm
- D) Work on similar projects
- E) Cost of the proposal

TOWN CONTACT

Lister Town of Thetford

PO BOX 126

Thetford, VT 05075

DIVISION OF PROPERTY VALUATION AND REVIEW

Rule on Required Reappraisals
Reg. §1.4041a

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Reg. §1.4041a-1 Summary of 32 V.S.A. §4041a

32 V.S.A. §4041a requires a municipality to reappraise its education grand list properties if the Director of the Division of Property Valuation and Review determines that the municipality's education grand list is at a common level of appraisal below 80 percent or has a coefficient of dispersion greater than 20. It further provides that if the Director orders a reappraisal, the municipality shall have 30 days to contest the Director's finding or develop a compliance plan or both. If the Director accepts a proposed compliance plan, Section 4041a precludes the Director from ordering commencement of the reappraisal until the municipality has had one year to carry out the plan. Section 4041a also requires the State to withhold education, transportation and other funds from non-complying municipalities until such time as the Director certifies that the municipality has carried out an acceptable plan.

Reg. §1.4041a-2 Purpose

The purpose of this Rule is to: 1) establish the timeline and notice requirements for ordering a reappraisal and the procedure by which a municipality may contest the Director’s finding that a reappraisal must be performed; 2) establish parameters for acceptable compliance plans; 3) establish a procedure for notifying the Commissioners of Education and Transportation and the State Treasurer of a municipality’s failure to submit an acceptable plan or carry out an accepted plan; and 4) establish a procedure for notifying the Commissioners of Education and Transportation and the State Treasurer of a municipality’s subsequent adherence to an accepted compliance plan.

32 V.S.A. §5408 establishes a municipality’s right to appeal the determination of the municipality’s equalized education property value, which establishes the municipality’s common level of appraisal, and the municipality’s coefficient of dispersion. This Rule does not create additional rights of appeal beyond those contained in Section 5408 with respect to the Director’s determination of a municipality’s equalized education property value, common level of appraisal or coefficient of dispersion.

Reg. §1.4041a-3 Definitions

Appraisal means the estimation of the fair market value of property.

Coefficient of Dispersion shall have the same meaning as that provided in 32 V.S.A. §5401 (1).

Compliance Plan means a plan for completing a reappraisal of all properties on a municipality’s education property tax grand list.

Director means the Director of Property Valuation and Review.

Education Grand List shall mean “education property tax grand list” as defined in 32 V.S.A. §5401 (5).

Estimated Fair Market Value of a property shall have the same meaning as that contained in 32 V.S.A. §3481.

Reappraisal means the mass appraisal of all property included on a municipality’s education grand list.

Reg. §1.4041a-4 Order to Reappraise and Form of Order

Not later than January 1 of each year, the Director shall notify each municipality of the Director’s determination of its common level of appraisal and coefficient of dispersion, in accordance with 32 V.S.A. §5406. Each municipality shall have the right to appeal the Director’s determination, as provided in 32 V.S.A. §5408.

On or about July 1 of each year, if the Director finds that the municipality’s most recently determined common level of appraisal is less than 80 percent or that its most recently determined

coefficient of dispersion is greater than 20 percent, the Director shall order the municipality to reappraise. However, the municipality shall not be required to immediately commence reappraisal if, within 30 days of the Director's order, the municipality notifies the Director in writing that it is developing and will submit a detailed compliance plan, as described in Section 1.4041a-7 of this Rule. Such notification shall be signed by the chair of the legislative body of the municipality or his or her designee.

The Director's order to reappraise shall be mailed to the town or city clerk with copies to the chair of the selectboard and the chair of the board of listers. The order shall contain a finding of the most recently determined common level of appraisal and coefficient of dispersion established by the Director or the Valuation Appeal Board and a copy of this Rule. The order shall inform the municipality of its right to contest the finding, develop and submit a compliance plan to the Director, or do both.

Reg. §1.4041a-5 Contesting an Order to Reappraise

A municipality may, within 30 days of the date of an order to reappraise, appeal the order. Such appeal must be based upon a claim that the finding supporting the order to reappraise contains clear error.

Examples of clear error include: reversing a numerator and denominator in the calculation of a regressivity index; transposing digits in a sequence of numbers; and equalizing the use value of current use property or the stabilized value of property subject to a qualified stabilization agreement in the determination of the equalized education property tax grand list of a municipality. Examples of clear error do not include: inclusion or exclusion of specific property sales in the determination of the equalized education property tax grand list of a municipality or a decision to combine two or more categories of property in determining a measure of central tendency for such categories.

An appeal under this Section shall be taken by filing with the Director a notice of appeal within 30 days of the date of the order to reappraise, shall be signed by the chair of the legislative body of the municipality or his or her designee and shall contain a statement describing the error or errors contained in the finding. If the finding was made by the Director, the Director shall decide the appeal within 15 days of the date the Director receives the appeal and shall notify the municipality in writing of his or her decision. If the Director determines that the finding he or she made in support of the order to reappraise contained clear error and that the municipality's common level of appraisal and coefficient of dispersion are within the threshold limits set forth in Section 4041a, the Director shall rescind the order to reappraise.

If the finding in support of the order to reappraise was made by the Valuation Appeal Board, the Director shall promptly transmit the appeal to the chair of the Board for its decision. If the Valuation Appeal Board determines that the finding it made in support of the order to reappraise

contained clear error, the Valuation Appeal Board shall promptly notify the Director and the Director shall rescind the order to reappraise.

A decision of the Director or the Valuation Appeal Board under this Section shall be final and shall not be subject to further appeal. Nothing in this Rule shall be construed to limit a municipality's appeal rights as established by 32 V.S.A. §5408 or other applicable law. A municipality shall not use the procedure contained in this Section to raise matters previously raised or which could have been raised through an appeal under 32 V.S.A. §5408.

Reg. §1.4041a-6 Deferring an Order to Reappraise

If the municipality's common level of appraisal is between 70 and 80 percent, and its coefficient of dispersion is 20 percent or less, the municipality may request the Director to defer the order to reappraise. Such request shall be made to the Director on or before July 1 of the year in which the order is made, shall be in writing, and shall be signed by the chair of the legislative body of the municipality or his or her designee. The Director may grant the request provided he or she believes that there is a reasonable possibility that the municipality's common level of appraisal in the following year will be 80 percent or greater and its coefficient of dispersion will be 20 percent or less.

The Director shall not grant a municipality's request under this Section if the Director granted the municipality a similar request at any time during the prior four years. A decision by the Director to reject a request to defer an order under this Section shall be final and shall not be subject to further appeal.

Reg. §1.4041a-7 Developing a Compliance Plan

A. Detailed Compliance Plan

Within 150 days of the Director's order to reappraise under Section 1.4041a-4 of this Rule, the municipality shall submit a detailed compliance plan to the Director. The detailed compliance plan shall include the following:

- i.* a detailed budget for completing the reappraisal and evidence that the municipality has dedicated sufficient funds to complete the reappraisal;
- ii.* a list of all individuals responsible for data collecting, performing appraisals and providing project supervision and evidence of each individual's qualifications and abilities to perform such work. In the event the municipality has or intends to contract with outside vendors to perform some or all of the reappraisal work, the detailed compliance plan shall include copies of the contracts or proposed contracts with outside vendors;

- iii.* a detailed schedule showing completion dates of various appraisal activities including, but not limited to, the date by which all properties shall be inspected, the date by which all estimates of value shall be made, the date by which all estimations shall be reviewed by the listers, and the date by which the abstract of individual lists shall be lodged. A municipality is encouraged to incorporate modeling, such as mini-ratio studies, into its detailed compliance plan in order to test the accuracy and reliability of values as they are developed.

B. Draft Compliance Plan

In order that the Director may provide municipalities with assistance in developing satisfactory and workable detailed compliance plans, municipalities are encouraged to submit draft compliance plans to the Director for review. A draft compliance plan should outline the municipality's approach for completing a reappraisal of all property on the municipality's education grand list and should include a summary of the following:

- i.* performance objectives and production standards for data collection and field work;
- ii.* a schedule of events, a listing of critical tasks, and estimated completion dates for each scheduled event and critical task;
- iii.* an organizational chart that reflects the division of responsibilities between groups and individuals expected to perform various events and critical tasks associated with the reappraisal; and
- iv.* a preliminary budget.

Within 45 days of receipt of a draft compliance plan, the Director shall provide the municipality with comments with respect to the plan. The Director's reply shall be designed to assist the municipality in developing an acceptable detailed compliance plan. However, the Director's comments regarding a draft compliance plan shall not relieve the municipality from its obligation to submit and receive approval for a detailed compliance plan as provided in Sections 1.4041a-7A and 1.4041a-8.

Reg. §1.4041a-8 Acceptance or Rejection of Compliance Plan

The Director shall provide written notice to the municipality of his or her acceptance or rejection of a municipality's detailed compliance plan within 60 days of the Director's receipt of the plan. If the Director accepts a detailed compliance plan, the municipality shall have one year from the Director's acceptance to carry out the plan.

In the event the Director rejects a detailed compliance plan, the Director's notice shall contain an explanation of the reasons for rejecting the plan. The Director shall immediately notify the Commissioners of Education and Transportation and the State Treasurer of his or her rejection of

a detailed compliance plan. A decision by the Director to reject a detailed compliance plan under this Section shall be final and shall not be subject to further appeal.

Reg. §1.4041a-9 Alternative Plan

If a municipality's most recent reappraisal is not more than ten years old and the municipality reasonably believes that its common level of appraisal or coefficient of dispersion does not comply with the threshold requirements of Section 4041a due to discrete market factors peculiar to the municipality that can be corrected through sound, professionally acceptable adjustments to its appraisal methods without undergoing a complete reappraisal, the municipality may submit an alternative plan for the Director's consideration.

An alternative plan shall be submitted within 60 days of the Director's order to reappraise and shall specify the date by which the alternative plan will be completed. In addition, an alternative plan shall detail the bases for the municipality's noncompliance with the threshold requirements contained in Section 4041a and shall fully describe the proposed method or methods for adjusting a municipality's current system of appraisal in order to bring the municipality's common level of appraisal and coefficient of dispersion into compliance with Section 4041a.

The Director shall provide written notice to the municipality of his or her acceptance or rejection of a municipality's alternative plan within 45 days of the Director's receipt of the plan. If the Director rejects an alternative plan, the municipality shall be required to submit and receive approval for a detailed compliance plan as provided in Sections 1.4041a-7A and 1.4041a-8 above. A decision by the Director to reject an alternative plan under this Section shall be final and shall not be subject to further appeal.

Reg. §1.4041a-10 Noncompliance

A. Failure to Adequately Respond to an Order to Reappraise

If the Director orders a reappraisal and that order is not subsequently rescinded as provided for in Section 1.4041a-5 of this Rule, and the municipality fails to notify the Director of its intent to submit a detailed compliance plan as required by Section 1.4041a-4 of this Rule, the Director shall order commencement of a reappraisal and shall immediately notify the Commissioners of Education and Transportation and the State Treasurer of the municipality's noncompliance with 32 V.S.A. §4041a. The Director shall request that all state funds be withheld from the municipality until the Director certifies that the municipality is in compliance with 32 V.S.A. §4041a.

B. Failure to Submit an Accepted Detailed Compliance Plan

If a municipality fails to submit a detailed compliance plan within 150 days of the date of the order to reappraise, or if the Director rejects a municipality's detailed compliance plan, the Director shall order commencement of a reappraisal and shall immediately notify the Commissioners of Education and Transportation and the State Treasurer of the municipality's noncompliance with 32 V.S.A. §4041a. The Director shall request that all state funds be withheld from the municipality until the Director certifies that the municipality is in compliance with 32 V.S.A. §4041a.

A municipality's failure to submit or receive approval for a detailed compliance plan within 150 days of the date of the Director's order to reappraise shall not preclude a municipality from submitting a detailed compliance plan to the Director for his or her review at any time. As provided in Section 1.4041a-7 above, the Director shall accept or reject such plan within 60 days of the Director's receipt of such plan.

C. Failure to Carry Out an Accepted Detailed Compliance Plan

If the municipality fails to carry out a detailed compliance plan within one year of the Director's acceptance of such plan, the Director shall order commencement of a reappraisal and shall immediately notify the Commissioners of Education and Transportation and the State Treasurer of the municipality's noncompliance with 32 V.S.A. §4041a. The Director shall request that all state funds be withheld from the municipality until the Director certifies that the municipality is in compliance with 32 V.S.A. §4041a.

D. Failure to Carry Out an Accepted Alternative Plan

If the municipality fails to carry out an alternative plan accepted by the Director under Section 1.4041a-9 of this Rule by the date specified in the plan, the Director shall order commencement of a reappraisal and shall immediately notify the Commissioners of Education and Transportation and the State Treasurer of the municipality's noncompliance with 32 V.S.A. §4041a. The Director shall request that all state funds be withheld from the municipality until the Director certifies that the municipality is in compliance with 32 V.S.A. §4041a.

E. Subsequent Compliance with Section 4041a

A municipality determined by the Director to be out of compliance with 32 V.S.A. §4041a may, at any time, submit to the Director evidence of its compliance with 32 V.S.A. §4041a. If the Director finds that the municipality is in compliance with Section 4041a, the Director shall immediately certify to the Commissioners of Education and Transportation and the State Treasurer that the municipality is in compliance with Section 4041a and shall request that any state funds previously withheld from the municipality be released to the municipality.

Reg. §1.4041a-11 Severability

If any provision of this Rule or the application thereof to any person or circumstance is for any reason held to be invalid, the remainder of this Rule and the application of such provision to other persons or circumstances shall not be affected.



State of Vermont
Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Agency of Administration

Phone: (802) 828-5860
Fax: (802) 828-2239

December 21, 2021

Town Clerk
Town of Thetford
PO Box 126
Thetford Center, VT 05075

2021 Equalization Study Results

This letter serves as notification of the results of Property Valuation and Review (PVR)'s 2021 equalization study. Every year we are required to certify the equalized education property value (EEPV or EEGL) and coefficient of dispersion (COD) for each Vermont town (32 V.S.A § 5406). This letter also communicates the Common Level of Appraisal (CLA) for your town and explains how it will impact your homestead and nonhomestead education tax rates.

Education Grand List (from 411):	\$356,347,330
Equalized Education Grand List (EEGL):	\$414,896,990
Common Level of Appraisal (CLA):	85.89 % or 0.8589
Coefficient of Dispersion (COD):	19.17%

For a copy of your town final computation sheet and certified sales report, please see:

tax.vermont.gov/municipal-officials

The **education grand list** listed here is what was reported by your town to the state on the 411 form with your town's cable (if applicable) and tax increment financing (TIF) amounts (if any) included. This number represents the town's total property value that is subject to the education property tax (from the most recent grand list available) and serves as the numerator in the computation of the CLA. Please note: tax revenue from any TIF property value is subject to allocation (32 V.S.A. § 5404a).

The **equalized education grand list (EEGL)** represents PVR's statutorily-mandated estimate of total fair market value of the education grand list in your town and serves as the denominator in the computation of the CLA. To find out more about how the equalization study is conducted, how to read the certified sales report, and additional instructions on how to appeal your results, please see the "Introduction to Vermont's Equalization Study" document at:

tax.vermont.gov/municipal-officials

The **common level of appraisal (CLA)** is determined by dividing the education grand list by the equalized education grand list (32 V.S.A. § 5401). A number over 100% indicates that property in your town is generally listed for more than its fair market value. A number less than 100% indicates that property is generally listed for less than its fair market value. A CLA below 85% or over 115% necessitates a reappraisal (32 V.S.A § 4041a). The homestead and nonhomestead tax rates in your town will be adjusted by your town's CLA (32 V.S.A § 5402).

The nonhomestead rate in your town will be the statewide nonhomestead rate divided by your CLA. The homestead rate will be the town homestead rate (which is determined by the per-pupil spending of any school district(s) to which your town belongs) divided by the CLA. A CLA greater than 100% will result in a downward adjustment of tax rates, and a CLA less than 100% will result in upward adjustment.

To get answers to many common questions about tax rates and how they are determined and to see how the current year property tax rates for your town were calculated, please see the department's education tax resources at:

tax.vermont.gov/education-tax-rates

The **coefficient of dispersion (COD)** is a measure of how fairly distributed the property tax is within your town. It is calculated as the average of the (absolute) difference of each sales ratio (list price divided by sales price) in the study from the median ratio. That result is then divided by the median ratio to get the COD, which is expressed as a percent (32 V.S.A. § 5401). A high COD means that within your town many taxpayers are paying more than their fair share and many are paying less than their fair share. A COD over 20% necessitates a reappraisal (32 V.S.A. § 4041a).

Appeals: A municipality may petition the director of Property Valuation and Review for a redetermination of its EEPV and/or COD (32 V.S.A § 5408). All petitions must be in writing and signed by the chair of the municipality's legislative body. Petitions should contain a plain statement of matters being appealed and a statement of the remedy being sought. **Petitions must be received by PVR by the close of business on the 35th day after mailing of this letter.** Additional instructions on appeals can be found in the "Introduction to Vermont's Equalization Study" document at:

tax.vermont.gov/municipal-officials

We at PVR are aware that many towns are concerned about the change in the market due to the affects of Covid-19 over the past year. Sales have increased generally in price and some towns have seen this more than others. This is a typical real estate market reaction which is seen when conditions in the world change such as economy, politics etc.

As a result there are more towns experiencing large drops in their CLA. This is to be expected in a market shift. As you may have seen recently on the news, education base rates are expected to decrease which will minimize the effect of changing CLA's on the tax rates in towns with large shifts. There will also be many more reappraisal orders going out to towns than in a typical year as a result. If you have concerns about your results you should talk with your District Advisor about what the best plan of action might be for your town.

If you have any questions, please contact your **district advisor** or call 802-828-5860.

Sincerely,



Jill Remick, Director
Property Valuation and Review

cc: Chair, Board of Listers
Chair, School Board
Chair, Select Board
Superintendent of Schools

All Sales

Category Sample Valid: 90% confident that true aggregate ratio is within 10% of sample ratio. See Sampling Error.

Category Statistics		Limits Established by Original Sales Data		Ratios/Confidence Intervals	
126 Total Transactions	70.06 Low InterQuartile Value			78.43 Low 90% Value of Aggregate	
289,290 Average Sales Price	98.52 High InterQuartile Value			84.80 High 90% Value of Aggregate	
236,106 Average Listed Price	28.47 InterQuartile Range			81.62 Aggregate Ratio	
87.07 Average Ratio				3.90% Sampling Error	
83.40 Median Ratio	27.35 Value of Outlier Low Limit	0	Number of Low Outliers	22.60% Weighted Standard Deviation	
38.84 Low Ratio	141.22 Value of Outlier High Limit	4	Number of High Outliers		
172.76 High Ratio	(15.35) Value of Extreme Low Limit	0	Number of Low Extremes/Influentials		
1.07 PRD (Regression Index)	183.93 Value of Extreme High Limit	0	Number of High Extremes/Influentials		
23.09 COD					

8 Number of Transactions with Assessment Ratio Between 0.98 and 1.02

6% Percent of Transactions with Assessment Ratio Between 0.98 and 1.02

All Sales

Doc ID	SPAN	Buyer	Seller	Acres	Sale Date	Sale Price	Listed Value	Ratio	T	C	Cat
L1615286272	642-202-11265	AHRENS JOHN	SWANSON ANN	15.26	1/5/2021	628,500	374,890	59.65			
7517906556	642-202-11699	ALVORD, CHRISTOPHER	JEAN DRAKE ALVORD RE...	2.60	3/4/2022	45,000	40,390	89.76			
1232507968	642-202-11407	BANDY, CAITLYN A	THURSTON, TONY	17.10	6/15/2021	82,400	60,180	73.03			
1389337152	642-202-11593	BENJAMIN, JOHN D	LILLA SAFFORD WILLEY...	170.00	3/21/2022	120,000	136,000	113.33			
L324575232	642-202-11236	BERKEY CHRISTIAN	PERRY CARA	2.15	7/17/2020	158,000	196,800	124.56			
L1033920512	642-202-11494	BISSELL MARGUERITE	FIFIELD STEVEN	13.00	8/15/2019	575,000	586,060	101.92			
L375914496	642-202-10818	BLAIR MITCHELL	SHARKEY ARTHUR	1.50	12/15/2020	281,000	220,140	78.34			
L1066668032	642-202-10326	BORNSTEIN DAVID	DAVIS EMILY	16.00	9/30/2020	552,450	381,890	69.13			
L383516672	642-202-10289	BORST DIRK	MITCHELL JOSEPH	0.50	9/1/2020	70,000	120,930	172.76	0	0	0
483730496	642-202-10154	BRAGG, ERIC	BROWN, BERTHA	125.67	5/10/2021	150,000	177,010	118.01			
782022720	642-202-10932	BRAYTON, KEVIN K	NEWTON, DONALD M	9.20	4/16/2021	85,000	107,880	126.92			
788761664	642-202-10845	BREEN, COLIN	HULING, CHRISTOPHER	0.27	7/21/2021	223,500	177,610	79.47			
L1582317568	642-202-11118	BROWN KAREN	ROBINSON CHRISTINA	0.97	10/22/2020	245,000	166,240	67.85			0
L1087909888	642-202-11117	CADWELL BRENTON	ROBIE TODD	1.30	1/17/2020	55,000	91,730	166.78	0	0	0
L1875890176	642-202-10605	CAILLE STEPHANIE	DONOVAN EAMONN	2.40	11/16/2020	330,000	190,180	57.63			
787405888	642-202-10113	CARUSO, THOMAS	FENTON, ANN	0.90	9/17/2021	305,000	177,600	58.23			
618739776	642-202-10247	CHAPMAN, AARON D	CLEWSON, MIRANDA A	1.10	4/1/2021	50,000	83,200	166.40	0	0	0
2073689152	642-202-11476	CHAPMAN, DAVID	CHAPIN, RAY	1.70	12/17/2021	309,000	212,050	88.62			
1751043136	642-202-10749	CHESNEY, ROGER G	HOLBACH, KAREN	0.92	8/13/2021	239,000	199,030	83.28			

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State of Vermont - Division of Property Valuation and Review District Advisor Sales Report
 Thetford Jennifer Myers

*** Equalization Study - 2022 ***
 Sales Between: 4/1/2019 and 3/31/2022

All Sales											
Doc ID	SPAN	Buyer	Seller	Acres	Sale Date	Sale Price	Listed Value	Ratio	T	C	Cat
L1926135808	642-202-10905	CHIRIATTI AMY	THE MOORE FAMILY REA...	27.00	12/17/2019	262,500	296,180	112.83			
L2100518912	642-202-10580	CLARK NICHOLAS	SWANSON ANN	1.12	8/14/2020	239,000	262,230	109.72			
722132032	642-202-10762	CLEMENT, CATHERINE M	THOMSON TIMBER HARVE...	365.50	10/5/2021	499,000	538,300	107.88			
L1138319360	642-202-10381	COLEMAN KRISTEN	DUNNING MARCIA	12.00	3/24/2020	167,000	157,720	94.44			
L1424429056	642-202-10264	COOK COREY	SCHWARZ CO-TRUSTEE ...	1.70	8/12/2019	374,000	342,240	91.51			
L1840865280	642-202-11276	COOPER ANTHONY	TAINTOR RICHARD	31.01	10/22/2020	575,000	532,920	92.68			
L1265074176	642-202-10018	COYLE JR. RAYMOND	CAHILL DAVID	62.30	9/1/2020	735,645	590,290	80.24			
L544776192	642-202-11368	CROW COLBY	VAN NORDEN MARSHALL	4.92	10/1/2020	178,000	306,670	172.29			
L143167488	642-202-10944	CUSHMAN DAMIEN	DENIS O'BRIEN TRUST	1.20	4/15/2019	330,000	323,950	98.17			
1809235008	642-202-10150	CYNTHIA LOUISE SANDA...	JOAN E. SANDALL TRUS...	12.90	11/19/2021	320,000	228,160	71.30			
L684232704	642-202-10960	D-BUR LLC	ESTATE OF TOMAS P. O...	2.30	7/20/2020	291,500	209,470	71.86			
1952369728	642-202-11480	DE LA ESPRIELLA, LUI...	SHAW, MICHAEL J	11.00	8/18/2021	442,500	330,120	74.60			
L1557708800	642-202-11462	DONOVAN EAMONN	COLLORA MICHAEL	26.48	7/15/2020	549,000	583,360	106.26			
819010112	642-202-10501	DOWELL, JONATHAN A	GILLINGHAM, JEFFREY ...	27.88	3/15/2022	335,000	252,350	75.33			
L960569344	642-202-10322	DUPPREY TROY	DAVIDSON JUNE	4.10	3/19/2021	92,000	119,640	130.04			
1945033792	642-202-11639	EL HAGE, JEANNETTE	CADWELL IV, LOUIS	1.20	9/24/2021	280,000	205,690	73.46			
694940736	642-202-11102	ESKRIDGE, ANNE KELLE...	MERRILL, F. DEAN	16.00	7/12/2021	463,700	252,020	54.35			
L1561411584	642-202-10977	FIELD MICHELLE	OSGOOD STEWART	1.98	9/4/2020	165,000	119,650	72.52			
L1943547904	642-202-10907	FORTUNATI ADAM	GILMORE MARGARET	4.60	6/19/2020	367,500	336,720	91.62			
1013288000	642-202-10750	GLASS, HARRY	LADD, CHARLES	0.75	7/14/2021	312,500	191,180	61.18			
L302522368	642-202-10513	GODEK KATHLEEN	DAVIDSON SCOTT	6.67	3/23/2021	302,500	218,760	72.32			
L79634432	642-202-10971	GODFREY FRANK	POUTRE NORMAN	0.99	1/29/2021	85,000	99,270	116.79			
L616300544	642-202-10008	GRANT TAWNYA	ALBERT DEBORAH	44.28	4/16/2020	450,000	506,140	112.48			
L88363008	642-202-10238	GREGORY CAMERON	ISAAC DANIEL	4.54	8/20/2020	362,000	295,000	81.49			
1146498112	642-202-10601	HAZLETT, ADAM	HAZLETT, BERNARD J	3.70	8/31/2021	165,000	148,420	89.95			
1852860992	642-202-10079	HIGGS, HENRY N	SWOMLEY, BRUCE	27.50	2/25/2022	160,000	95,000	59.38			
L1137975296	642-202-10109	HODGE LINSEY	BRAGG ERIC	2.01	6/19/2019	200,000	190,240	95.12			
895050816	642-202-10709	HOUK, RONALD DEAN	JURGELEWICZ, JAN	1.70	5/12/2021	247,000	249,880	101.17			
L167137280	642-202-11348	HULING CHRISTOPHER	LEITSCHUH JONATHAN	30.00	8/14/2020	410,000	299,640	73.08			
913740864	642-202-10723	JACOBS, CARRIE	KIDDER, CHRISTINE	1.50	6/15/2021	170,000	176,030	103.55			
1880755264	642-202-10425	JANET CALL TRUST DAT...	HODGDON, BEVERLY J	1.20	6/3/2021	275,000	265,780	96.65			
L1730174976	642-202-11563	JONES ROBERT	PERRY PATRICK J.	2.20	9/30/2019	298,000	249,080	83.58			
744852544	642-202-11610	JORDAN, MARY LOU	TOMEK, IVAN	3.01	7/19/2021	72,500	94,670	130.58			
627412032	642-202-10702	JUDITH TIMCHULA LIVI...	JOSLER, RICHARD J	71.00	7/1/2021	221,000	151,200	68.42			
L1511342080	642-202-10938	KARLSON KRISTA	NORTON EMMETT	10.00	7/28/2020	335,000	233,790	69.79			
L823091200	642-202-11672	KRAULAND FAMILY REVO...	BOUDREAU KENNETH	9.79	12/16/2020	390,000	374,560	96.04			
L2094469120	642-202-11658	KRAUSE JEFFREY	EGGER JODI	2.18	2/26/2021	415,000	346,650	83.53			

State of Vermont - Division of Property Valuation and Review District Advisor Sales Report
 Theftord Jennifer Myers

*** Equalization Study - 2022 ***
 Sales Between: 4/1/2019 and 3/31/2022

All Sales

Doc ID	SPAN	Buyer	Seller	Acres	Sale Date	Sale Price	Listed Value	Ratio	T	C	Cat
L1445994496	642-202-10946	KURUC MICHELE	MOSHMAN ELIOT	0.86	5/29/2019	335,000	227,940	68.04			
L832540672	642-202-10820	LAROCHELLE ETHAN PHI...	GOLLNICK ALICE	29.20	5/16/2019	300,000	258,510	86.17			
L1465475072	642-202-11456	LAVIK NICHOLAS	TREBITZ HEINZ	10.00	9/20/2019	230,000	280,070	121.77			
808598592	642-202-11022	LAYTON, FREDERICK CU...	PIEPER, CAROL MISHLE...	8.30	11/19/2021	303,000	218,880	72.24			
L2051194880	642-202-10157	LEITAO CHRISTOPHER	MADELINE J GEOFFREY ...	1.00	7/31/2019	235,000	230,450	98.06			
L1519878144	642-202-10879	LENNING JODI	WELSH KATHLEEN	2.28	5/1/2020	380,500	348,100	91.48			
L650641408	642-202-11518	LENZ KAREN	COOK COREY	10.64	9/20/2019	306,000	260,950	85.28			
L618778624	642-202-11195	LLEWELLYN EUNJOO	SIRJANE JEFFREY	36.90	8/30/2019	453,000	289,720	63.96			
L1849561088	642-202-10581	MAGID SHAUL	HARHEN LAUREN	12.00	4/26/2019	275,000	268,060	97.48			
1974352448	642-202-10230	MANI, DENKANIKOTA	CLARK, SHIRLEY ANN	125.00	3/18/2022	310,000	120,400	38.84			
L1911455744	642-202-11090	MANIFESTED REALITIES...	FULTON ENTERPRISES L...	20.70	4/1/2020	805,000	573,750	71.27			
L485543936	642-202-11157	MARCHESI GRETA	SCHLOTT HEATHER	0.53	7/8/2019	272,500	241,480	88.62			
L1134354432	642-202-11526	MARCOLINI EVADNE	BRANNEN III BARNEY	2.70	4/14/2020	537,000	407,260	75.84			
75268672	642-202-10374	MCCABE, MICHAEL R	DROWN, ERNEST A	35.70	12/1/2021	76,000	55,700	73.29			
L3399110656	642-202-11039	MCKENNA AARON	POLLI EDWARD	0.56	5/3/2019	339,000	323,450	95.41			
176092224	642-202-11616	MELLEN, BRENT	MORSE, RYAN	15.20	7/9/2021	100,000	90,640	90.64			
1528257600	642-202-11374	MORRIS, HAYLEY	VANSANT, CATHERINE A	11.53	10/6/2021	215,000	224,620	104.47			
46199360	642-202-10785	NEDEAU, JONATHAN	DEMPSEY, DAVID	25.90	1/31/2022	50,000	34,450	68.90			
402181184	642-202-11246	NORDEN, PATRICK	GERNHARD, DOUGLAS	5.59	8/13/2021	48,000	46,040	95.92			
1276775488	642-202-10255	OLSEN, KENNETH M	POMEROY, MARY D	27.00	5/21/2021	500,000	483,660	96.73			
1095552064	642-202-10049	PAGE, JUSTIN	BALAGUR, RICHARD L	0.76	9/2/2021	45,000	32,890	73.09			
411128896	642-202-10921	PHILLIPS, EDWARD M	KATHLEEN L. WAINE RE...	1.10	6/15/2021	425,000	259,490	61.06			
L846643200	642-202-10897	PIECUCH JOHN	MILLER TRUSTEE LYNNE	17.25	12/18/2020	515,000	347,480	67.47			
286356544	642-202-10784	PIERCE, KEMPER	LEVIN, THEODORE	70.00	6/30/2021	700,000	448,510	64.07			
L2122031104	642-202-10499	PIERSON MATTHEW	TOMEK IVAN	2.46	3/31/2021	45,000	22,830	50.73			
467057728	642-202-10713	POLLETTA, ARLYNN D	KAMPHUIS, MICHAEL	1.88	11/24/2021	300,000	160,780	53.59			
1005194304	642-202-11527	RICKER, BRIAN	TOWN OF THETFORD	7.80	5/20/2021	140,000	72,400	51.71			
L1847033856	642-202-10123	RIEGLER NOLAN MICHAEL...	ZALESKI JESSICA	8.00	8/24/2020	400,000	382,560	95.84			
1082842176	642-202-10972	ROARING FOREST LAND ...	GC FORECASTLE NORTHW...	457.00	9/30/2021	375,000	208,770	55.67			
L774905856	642-202-10911	RODIS MARIA	MORTIMER KATHRYN	1.90	5/28/2019	122,000	116,600	95.57			
L1517559808	642-202-11158	ROSENQUEST RYAN	THURSTON ROBERT	7.50	9/9/2020	41,000	57,200	139.51			
1881572416	642-202-11373	RUSO, CHRISTINA M	WALSH, KEITH T	0.40	4/23/2021	160,000	147,250	92.03			
L146735104	642-202-11624	RUTLEDGE IDA CHARLOT...	CHARRON AUDRA	3.00	10/23/2019	482,000	468,580	97.22			
L437456896	642-202-11690	RUTLEDGE PETER	MCGOVERN PAUL	4.31	3/15/2021	60,000	49,540	82.57			
L978935808	642-202-10190	SANSOM JOSEPH PATRIC...	CARLOS HEATHER	2.86	5/17/2019	246,000	246,080	100.03			
1349124672	642-202-11039	SCHIPPERT, JASON	MCKENNA, AARON	0.55	12/15/2021	392,007	323,450	82.51			
L1964146688	642-202-10856	SCHNEIDER KYLE	GELB DANIEL	7.50	8/7/2019	406,500	413,230	101.66			

State of Vermont - Division of Property Valuation and Review District Advisor Sales Report
 Theftford Jennifer Myers

*** Equalization Study - 2022 ***
 Sales Between: 4/1/2019 and 3/31/2022

All Sales											
Doc ID	SPAN	Buyer	Seller	Acres	Sale Date	Sale Price	Listed Value	Ratio	T	C	Cat
L2095812608	642-202-10988	SEAN R BROWN TRUST	MCKINLEY MARY CLARE	2.25	9/30/2020	385,000	380,700	43.02			
L342343680	642-202-10559	SHEARER ROBERT	BLACK TAYLOR	14.90	8/21/2020	450,000	344,630	76.58			
107045440	642-202-10291	SHELTON, CYNTHIA A	ILSLEY, KEITH J	2.65	12/30/2021	46,500	40,550	87.20			
773483072	642-202-11362	SHUBEL, MARK	OGDEN, SUSAN	0.52	3/11/2022	430,000	240,730	55.98			
L2108248064	642-202-11420	SIMPSON GRANT	ATKINS STEVEN	14.20	12/11/2020	83,000	54,960	66.22			
1792353344	642-202-11145	SMITH, ALEXANDER R	SANBORN TRUSTEE, SEL...	0.24	5/14/2021	127,320	126,800	99.59			
421309504	642-202-11144	SMITH, ALEXANDER R	SANBORN TRUSTEE, SEL...	0.06	9/2/2021	70,000	86,820	124.03			
227146816	642-202-10664	SMITH, CANDY	HUNTINGTON SR, JOSEP...	0.51	12/3/2021	160,000	123,430	77.14			
2136286272	642-202-11145	SMITH, ALEXANDER R	SANBORN, TRUSTEE, SE...	0.12	5/10/2021	72,680	73,040	100.50			
1426775104	642-202-10400	STANLEY, TODD C	STEVENS, SHAWN P	3.40	10/14/2021	125,000	175,620	140.50			
333757504	642-202-11242	STONER, ROBERT R	GAGNON, NOAH E	0.81	11/12/2021	215,000	126,720	58.94			
L833298432	642-202-11588	STURGIS CHERYL	MCMAHON MARK	3.92	11/6/2020	561,000	421,180	75.08			
L210673664	642-202-10797	SULLIVAN J. CHERRY	WILLIAMS BENJAMIN	2.10	8/28/2020	311,000	246,830	79.37			
1853264960	642-202-10705	TESSMAN, EDWIN K	JUDD, JOHN C	0.35	6/10/2021	265,000	141,460	53.38			
L1595998208	642-202-10762	THOMSON TIMBER HARVE...	SHOESTRAP LLC	365.50	8/12/2019	500,000	538,300	107.66			
1216435264	642-202-10336	TOMLINSON, MICKEY D	MAYNARD, RICK S	0.30	6/18/2021	205,000	122,540	59.78			
L475029504	642-202-11553	TOOKER GRAHAM	SMITH ADAM	6.01	4/7/2020	333,000	272,000	81.68			
1339178048	642-202-10085	TULLAR III, GEORGE	MITCHELL, JOSEPH	52.60	11/10/2021	140,000	90,750	64.82			
L1116131328	642-202-11579	ULMAN TIMOTHY	CROWE KATHLEEN	36.60	7/23/2019	20,000	18,300	91.50			
L1143472128	642-202-10662	VAN ARMAN KATE	HUNTER JUDITH	13.00	9/9/2019	335,000	307,900	91.91			
1677249600	642-202-10818	VERHEECK, HEATHER M	BLAIR, MITCHELL	1.50	8/13/2021	296,000	220,140	74.37			
918614592	642-202-10831	VIDAL, RICHARD A	JENKS, ZEBULON J	7.30	2/4/2022	355,000	340,470	95.91			
L2114867200	642-202-10241	WAGNER ROBIN	OSGOOD DIANE	14.34	10/19/2020	319,000	223,760	70.14			
1607613504	642-202-10241	WAGNER, OWEN	WAGNER, ROBIN	14.34	11/19/2021	319,000	223,760	70.14			
L1918926848	642-202-11187	WALLSTROM TIMOTHY	BROWN LORRAINE	0.41	2/1/2021	185,000	159,330	86.12			
913044544	642-202-10405	WATSON, ROBERT	VERACKA, SCOTT	0.49	7/9/2021	240,000	178,580	74.41			
1945013312	642-202-10112	WATTS, CHRISTOPHER P	ELLEN L. BLUMBERG TR...	80.00	7/26/2021	1,200,000	963,030	80.25			
363480128	642-202-10438	WATTS, CHRISTOPHER P	ARNOLD, SUSAN L	0.82	4/30/2021	248,400	137,870	55.50			
L1416142848	642-202-11600	WEST PAUL DANIEL	POGWIZD NORMA	2.50	9/27/2019	285,000	233,140	81.80			
685848640	642-202-10684	WILLIAMS, BRYANT	HUNN HOLDINGS, LLC	3.60	4/8/2021	133,500	136,880	102.53			
L683614208	642-202-10873	WILLIAMS ALICE	CHAPIN ELIZABETH	1.91	1/14/2021	320,000	140,990	44.06			
L1649745920	642-202-10558	WOODCHUCKS LLC	SMITH SUZANNE	1.30	12/9/2020	100,000	114,570	114.57			
L1613410304	642-202-11318	WOODWARD AMY	THURSTON JEAN MARION	2.33	10/18/2019	150,000	128,970	85.98			
Totals for All Sales						36,450,602	29,749,300				

Suggested Form for a New Social Services Appropriation Policy

The following form shall be submitted annually to the Town Manager and/or the Selectboard by any Social Service organization requesting funds:

- Name of organization.
- What does the organization do in general, and for Thetford specifically.
- What percentage of your services go to Thetford? (If they serve multiple towns, they can calculate the percentage based on the 2020 Census.)
- What percentage does the appropriation you are requesting represent in your annual budget?
- Attach a copy of your budget for the current and next fiscal year.
- If the organization wishes to appear before the Selectboard we should give them the opportunity to do so.

The Selectboard may choose to warn the items separately or collectively based on its preference.

**Town of Thetford
Social Services Appropriation Request Form***

*All questions must be completed for the application to be considered. Please feel free to append additional information/pages.

1) Name, address and contact information for the organization:

2) What does your organization do in general, and for Thetford specifically:

3) What percentages of your services go to Thetford? (If your organization serves multiple towns, please calculate the percentage using the 2020 Census.):

4) What percentage does the appropriation that you are requesting represent in your annual budget? _____

5) Please attach a copy of your budget for the current and next fiscal year.

Please note that you have the right to appear before the Selectboard in person, but your request will be considered regardless of whether you choose to attend.

Social Service Appropriation Policy Town of Thetford

PURPOSE: Under Vermont law, a town may appropriate such sums of money as it deems necessary for the support of social service programs and agencies that provide services to town residents. 24 V.S.A. § 2691. The purpose of this policy is to establish procedures for managing social service agency appropriations that will be voted upon at the Town of Thetford Annual Meeting.

APPLICABILITY: This policy applies to appropriation requests from social services agencies and programs subject to the provisions of Title 24, Chapter 73 of Vermont Statutes Annotated. Such programs include, but are not limited to, transportation, nutrition, child care, medical care, and other rehabilitative services for persons with low incomes, senior citizens, children, disabled persons, drug and alcohol abusers, and persons requiring employment to eliminate their need for public assistance.

This policy does not apply to town membership organizations such as the Vermont League of Cities and Towns, the Two Rivers Regional Planning Commission, or the Greater Upper Valley Solid Waste Management District.

PROCEDURE: Those social service agencies that have not had an appropriation request approved at the annual town meeting in the prior three years, or that are requesting a larger appropriation than that most recently approved by the voters, must submit a petition for an article requesting an appropriation in accordance with 17 V.S.A. § 2642. Such petition must be signed by at least five percent of the voters of the town and filed with the Town Clerk not less than 47 days before the day of the annual meeting. The petition should be in substantially the following form:

Petition of Legal Voters of the Town of Thetford

We, the undersigned legal voters of the Town of Thetford, hereby petition the Selectboard to add the following article to the warning for the annual meeting to be held on Thetford's Town Meeting Day.

Shall the Town appropriate \$ *[insert amount of request]* to *[insert name of social service agency]*, for *[insert brief description of the purpose of the proposed appropriation]* in accordance with 24 V.S.A. § 2691?

Print Name

Address

Signature

Pursuant to 17 V.S.A. § 2642(a)(3)(C), a petition must contain the petition language on every page on which signatures are collected and must contain the printed name, signature, and street address of each voter who signs the petition.

No proposed article may contain any opinion or comment about the subject being voted upon. Petitions submitted after the deadline will not be honored. Petitions submitted prior to the deadline but not containing the required number of signatures shall be returned by the Town Clerk within 24 hours from receipt stating in writing on the petition why it cannot be accepted. Any petition returned to the petitioners may be amended to correct any stated deficiencies and refiled with the Town Clerk not later than 48 hours after the petition was returned by the Clerk, or the filing deadline, whichever is later. However, supplementary petitions shall not be accepted if the original petition did not meet the filing deadline or did not contain the requisite number of signatures.

Those social service agencies that have had an appropriation request approved at the annual town meeting are not required to submit a petition for an article requesting an appropriation for the next three years if the amount requested in those years is the same or less than the amount approved by the voters. Three years after the last voter approval they must submit a voter-backed petition in accordance with 17 V.S.A. § 2642, even if the agency is not requesting an increased amount. All social service agencies receiving appropriations under this policy are required to submit a report on the agency's programs no later than 60 days prior to Town Meeting. Descriptions must be limited to one page and should describe the program or services provided to Town residents. Agency representatives are encouraged to attend Town Meeting to explain the appropriation request to the voters and answer their questions.

Approved social service appropriations will be paid by the Town on the following schedule:

On or near tax due date, currently October 15.

Payment is subject to the availability of funds.

The foregoing policy is hereby adopted by the Selectboard of the Town of Thetford, Vermont, this day, November 16th, 2020, and is effective as of this date until amended or repealed.

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Agriculture Tax Stabilization – Deferred Payment versus Incremental Payments

Definitions

Deferred – put off (an action or event) to a later time; postpone.

Incremental –relating to or denoting an increase or addition, especially one of a series on a fixed scale.

Samples of Incremental Payment Schedules

From Berlin, VT

Agreements new construction or improvement projects may be structured as follows:

3 year tax stabilization agreement for projects under \$1M based solely on the increase in assessed valuation due to the project:

- Year 1: 25%,
- Year 2: 50%,
- Year 3: 75%,
- Year 4: 100%

5 year tax stabilization agreement for projects at or above \$1M based solely on the increase in assessed valuation due to the project:

- Year 1: 10%,
- Year 2: 20%,
- Year 3: 40%,
- Year 4: 60%,
- Year 5: 80%,
- Year 6: 100%

From Westminster, VT

The following formula will be used:

- First year : 50% of Fair Market Value
- Second year : 60% of Fair Market Value
- Third year : 70% of Fair Market Value
- Fourth year : 80% of Fair Market Value
- Fifth year : 90% of Fair Market Value

What if the business/farm folds?

From Westminster

A rollback clause shall be included in the contract, providing for repayment of all taxes, with 18% interest per annum, exempt by contract. This clause shall become effective in the event of the closing of the business, by transfer of the business to a new owner, forced closing of the business, or bankruptcy. In the event of this clause becoming operative, the real property may not be sold, and the personal property may not be sold or removed from the premises until all tax obligations have been paid.



VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)

FEDERAL PROGRAM TITLE
Building Resilient Infrastructure and Communities 2020

AGREEMENT WITH
Town of Thetford
Agreement #02140-31236-002W

Award Amount: \$7,612.50

DPS Financial Office Use Only

- Checked DUNS# (UEI#) D&B D-U-N-S Number Lookup (dnb.com) Date: N/A Initials: N/A
 - SAM.gov checked for Suspension and Debarment Exclusions Date: 9/12/22 Initials: KS
 - DPS Restricted Parties List Checked Date: 9/6/22 Initials: KS
 - Risk Assessment Completed Date: 8/26/22 Initials: KS
 - Subrecipient vs. Contractor Determination Form Completed Date: 9/12/22 Initials: KS
 - Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 9/12/22 Initials: KS
 - BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: 9/12/22 Initials: KS
 - Certificate of Insurance Date: 2/9/22 Initials: KS
 - Executive Compensation Checked (if subaward \$30K or over) Date: N/A Initials: N/A
- Entered In:
- VT Grant Tracking (VISION) Date: _____ Initials: _____
 - FFATA (if \$30K or over) Date: N/A Initials: N/A
 - FFATA (if required) Executive Compensation Amount Date: N/A Initials: N/A

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-31236-002W		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Building Resilient Infrastructure and Communities 2020			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 7,612.50	
		⁶ Total Award Amount: \$ 7,612.50	
⁷ Award Start Date: 12/23/2021		⁸ Award End Date: 12/22/2024	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 0000040351		¹¹ Grantee Name: Town of Thetford	
¹² Grantee Address: P.O. Box 126			
¹³ City: Thetford Center		¹⁴ State: VT	
		¹⁵ Zip Code: 05075	
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$2,537.50 Description: 25.00%	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: RKZDB2MWAD44		²² Indirect Rate: _____ % <small>(Approved rate or de minimis 10%)</small>		²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 12				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS				
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

FEDERAL FUNDS					Required Federal Award Information		
³¹ Assistance Listings# (formerly CFDA#)	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.047	Building Resilient Infrastructure and Communities 2020	\$0.00	\$7,612.50	\$7,612.50	EMB-2020-BR-003	12/23/2021	\$ 663,520.33
³⁹ Federal Awarding Agency: US Department of Homeland Security-FEMA		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:					

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail			
		\$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	\$7,612.50	\$7,612.50	

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Kristine Seipel TITLE: Financial Administrator PHONE: 802-904-3469 EMAIL: kristine.seipel@vermont.gov	NAME: Bryan Gazda TITLE: Town Manager PHONE: 802-785-2922 EMAIL: townmanager@thetfordvt.gov

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **Town of Thetford** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000711

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (*DPS Form ADM-105*). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).*

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of 14 pages including the following attachments that are incorporated herein:

Please Initial that you have read and understand each Attachment

- ____ Grant Agreement-Part 1 – Grant Award Detail
- ____ Grant Agreement-Part 2
- ____ Attachment A - Scope of Work to be Performed
- ____ Attachment B - Payment Provisions
- ____ Attachment C - Customary State Agreement Provisions
- ____ Attachment D - Other Provisions
- ____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: _____

Title: _____

Date: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Objective:

The Town of Theford will update its single jurisdictional local-hazard mitigation plan (LHMP).

Activity to be performed:

Each jurisdiction is responsible for evaluating the effectiveness of their current plan at achieving plan goals and monitoring the status of mitigation action taken in the community. To encourage resident participation and ownership, each jurisdiction will hold public meetings, inviting residents, business owners, and other potential stakeholders to join the conversation while their plan is in development.

Each jurisdiction must complete the following tasks for updating their LHMP:

- 1) Hire Contractor: Each jurisdiction will seek competitive proposals to complete the LHMP. The jurisdiction will enter a contract with the vendor as selected by the community.
- 2) Scoping Meeting with Town and Contractor: The contractor will work with the jurisdiction to plan and facilitate the first hazard mitigation planning committee, including coordination of participants and preparation of materials. The contractor will explain the hazard mitigation planning process to the jurisdiction's planning committee at the Scoping Meeting, and the group will assign roles and responsibilities as appropriate.
- 3) Initiate Public Input Process: The jurisdiction and the contractor will work together to design and initiate the most appropriate public input strategy for the jurisdiction to maximize meaningful public participation. The Public Input Process may include local news articles, surveys, meetings open to the public and sufficiently advertised, or other preferred alternatives.
- 4) Review Current LHMP: The contractor will facilitate a review of the current LHMP with the hazard mitigation planning committee. The review will help the planning committee familiarize with the local hazards and vulnerabilities described in the LHMP, and identify needed updates due to changes in development, changes in hazards and vulnerabilities, and implementation of mitigation actions.
- 5) Gather Data and Develop Risk Assessment: The contractor will lead data gathering and risk assessment for the jurisdiction. The contractor will provide maps of hazards and vulnerabilities as appropriate. All jurisdictions will evaluate their risks for each hazard addressed in the 2018 State Hazard Mitigation Plan (SHMP) or most recent SHMP and develop an associated vulnerability assessment, which will aid in determining mitigation strategies.
- 6) Identify Mitigation Strategies: The contractor will work with the jurisdiction to develop Mitigation Strategies to address the hazards and vulnerabilities identified through public and stakeholder input, data gathering, and risk assessment. The strategies will be comprehensive, including actions that address local plans and regulations, structure and infrastructure projects, natural systems protection, and education and awareness programs.
- 7) Prepare Draft Plan: The contractor will prepare a draft plan for review and additions by the jurisdiction, public, and stakeholders. Plans must be prepared for approval pursuant to 44 CFR § 201.6.
- 8) Public Outreach on Draft Plan: In addition to the public input gathered during the drafting of the LHMP, a final draft and public comment period will be provided to present the final draft LHMP to the community for any final comments. This can be in the form of in-person or virtual public hearings, or most appropriate outreach method for the community. The contractor will document the public outreach process and results.
- 9) Revisions Based on State/FEMA Comments: Each jurisdiction, after seeking final public input, will submit its plan to Vermont Emergency Management for review. Should revisions be requested by the State, the plans will be revised as appropriate and resubmitted for a second or third review. As Vermont is currently designated Program Admin by State (PAS) for LHMP review, Vermont Emergency Management will notify the jurisdiction of their Approval Pending Adoption (APA) status.
- 10) Plan Adoption: Each jurisdiction will formally adopt their plan and submit the adoption letter and final plan to Vermont Emergency Management for formal approval.

Performance Measures:

The financial assistance provided for this project is contingent/conditioned upon the delivery of an adopted and approved mitigation plan before the end of the period of performance. If a plan does not receive FEMA approval before the end of the period of performance, then FEMA may partially terminate the project, disallow costs associated with the mitigation plan for that community, and recover all payments made to the Recipient for that community.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	\$
Contractual	\$ 10,000.00
Supplies	\$ 150.00
Travel & Mileage	\$
Equipment *	\$
Other Costs	\$
Indirect Cost **	\$
Total Federal Share	\$ 7,612.50
Total Non-Federal Share (Match)	\$ 2,537.50

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).

* Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

** Current Rate Approval Letter (under 2 CFR 200.332(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval without the need for an official contact the DPS Financial Office shown on page 3. Approval will be given provided:

1. It is within the Total Award Amount in effect at the time of the adjustment
2. It does not change the Scope of Work in Attachment A

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS as soon as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

¹ 2 CFR § 200.313 (d)(1)
² 2 CFR § 200.313 (d)(2)
 ADM-107a- January 2021

- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, cancelled checks, and in-kind match documentation.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Kristine Seipel
 Via mail: Vermont Department of Public Safety/Financial Office
 45 State Drive
 Waterbury, VT 05671-1300
 Via email: kristine.seipel@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

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 GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT;
ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT
PROCEDURES; DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by:³

- 1. Maintaining a Zero Tolerance Drug Policy;
- 2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- 3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- 4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

- 1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
- 2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴
- 3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises,

and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising

³ 2 CFR § 182
ADM-107a- January 2021

⁴ 2 CFR § 200.318(c)(1)
Page 12 of 14

from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the 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. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds;

Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: (a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for

any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

#9

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies, and bulletins. Most notably:

The following documents are incorporated into this agreement by reference:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2020 BRIC Notice of Funding Opportunity (NOFO)

Copies of each of these documents have been provided to the Subrecipient.

Federal Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1.) Procure or obtain;
 - 2.) Extend or renew a contract to procure or obtain; or
 - 3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5 - Single Audit Policy for Agreements
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2



Memo

To: Bryan Gazda, Town Manager
Town of Thetford, VT

From: Bryan Ruoff, P.E.
Auburn, NH Office

File: 195113474

Date: October 13, 2022

Reference: Stowell Road 2022 Bridge Rehabilitation Project

Stantec has reviewed the two (2) bids received by the Town of Thetford for the referenced project at the bid opening on Tuesday, October 11, 2022, at 10:00 AM. Bids included a low bid of \$167,800.00 and a high bid of \$498,000.00. The following is a summary of the received bids:

<u>Rank</u>	<u>Contractor's Name</u>	<u>Location</u>	<u>Bid Total</u>
1.	Northwoods Excavating Inc.	Thetford, VT	\$167,800.00
2.	New England Infrastructure Inc.	Hudson, MA	\$498,000.00

The low bidder is Northwoods Excavating Inc. (Northwoods) of Thetford, VT with a total bid price of \$167,800.00. The complete bid tab summary is attached to this memorandum as Attachment A. Northwoods's complete bid and bid bond are also attached as Attachment C.

The following sections summarize Stantec's bid review:

Contractor Qualification

Northwoods successfully completed the following projects in Thetford, VT within the past six (6) years while serving as the general contractor on the projects. These projects were all designed by Stantec; with construction for these projects also administered by Stantec, except for the Rte. 132 Phase 1 Roadway Reconstruction Project.

1. Latham Road Phase 2 Roadway Reconstruction and Rehabilitation
2. VT Rte. 132 Phase 2 Roadway Reconstruction
3. VT Rte. 132 Phase 1 Roadway Reconstruction
4. Turnpike Road South Roadway Repair and Culvert Installation
5. VT Rte. 132 Storm Damage Repairs Site# 12, 16 and 17
6. FEMA Storm Damage Repairs for Gove Hill Road
7. FEMA Storm Damage Repairs for Tucker Hill Road
8. Thetford Pedestrian Improvements Project

Stantec's overall experience with Northwoods is that they complete projects on time and within budget and perform quality work. The Owner, Tim Ulman, is a solution-oriented



#10

October 13, 2022

Latham Road Phase 2 Roadway Rehabilitation Bid Opening Summary

Page 2 of 2

Reference: Latham Road Phase 2 Roadway Rehabilitation and Phase 1 Completion

Contractor who, when necessary, suggests solutions on projects that are within the project budget or at reasonably proposed added costs to the Owner.

Based on our experience working with Northwoods for the above-mentioned projects, Northwoods's performance on these have been positive. All references indicated that they would hire Northwoods again for future work. The complete reference check forms are enclosed as Attachment B.

Recommendation

Based on review of the bid, Stantec's experience working with Northwoods, and the references contacted for this project, Northwoods is the lowest responsive and responsible bidder for the Latham Road Phase 2 Roadway Rehabilitation Project in Thetford, VT. Stantec recommends that the Town of Thetford award the contract for the Stowell Road 2022 Bridge Rehabilitation Project to Northwoods Excavating, Inc.

We have provided a Notice of Award for the Project for the Town's execution to award the project to Northwoods Construction.

Please feel free to contact me should you have any questions or need any additional information.

Respectfully Submitted,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'Bryan Ruoff', with a horizontal line extending to the right.

Bryan Ruoff, P.E.
Associate / Project Manager
Phone: 603-206-7548
Bryan.Ruoff@stantec.com

cc. Thetford Select Board
Rene LaBranche, Stantec

Attachments: A. Certified Bid Tab
B. Contacted Reference Checks
C. Northwoods's Complete Bid & Bid Bond
D. Notice of Award

Attachment A: Certified Bid Tab



#10

CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 10/13/2022

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECT

CONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075

REFERENCE PROJECT:

NAME AND LOCATION: **Thetford Phase 2 VT Rte 132 Roadway Recon.**

DATE OF COMPLETION: **September 2022**

TYPE OF WORK: **5.2 Miles of Roadway Reconstruction**

CONTRACT AMOUNT: **\$3,470,786.99**

REFERENCE CONTACT:

CONTACT PERSON: **Bryan Ruoff, Stantec**

PHONE NUMBER: **603-854-9501**

RECORD OF PERFORMANCE:

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? **YES**

QUALITY OF WORK: **GOOD**

PROJECT MANAGEMENT QUALITY: **GOOD**

HOW WERE THEY WITH CHANGE ORDERS: **VERY FAIR**

ABILITY OF EQUIPMENT AND SKILLED LABOR: **VERY GOOD**

OVERALL PERFORMANCE: **GOOD**

WOULD YOU HIRE AGAIN: **YES**

COMMENTS: **VERY EASY TO WORK WITH, PROVIDED ADDITIONAL CREWS TO MEET THE PROJECT SCHEDULE, WOULD RECOMMEND.**

EVALUATED BY: Bryan Ruoff
REVIEWED BY: Rene LaBranche



#10

CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 6/2/2022

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECT

CONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075

REFERENCE PROJECT:

NAME AND LOCATION: **Thetford Rte 132 Phase 1 Roadway Recon.**

DATE OF COMPLETION: **8/31/2020**

TYPE OF WORK: **Roadway Reconstruction**

CONTRACT AMOUNT: **\$1,070,990**

REFERENCE CONTACT:

CONTACT PERSON: **Bret Kay, Nobis**

PHONE NUMBER: **603-724-1147**

RECORD OF PERFORMANCE:

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? **YES**

QUALITY OF WORK: **GREAT**

PROJECT MANAGEMENT QUALITY: **GOOD**

HOW WERE THEY WITH CHANGE ORDERS: **VERY FAIR. TIM ULMAN THE OWNER MADE SUGGESTIONS TO MAKE CHANGES TO INCORPORATE NECESSARY ADDED SCOPE WORK WITHOUT INCREASING COSTS TO THE PROJECT.**

ABILITY OF EQUIPMENT AND SKILLED LABOR: **GOOD**

OVERALL PERFORMANCE: **GOOD**

WOULD YOU HIRE AGAIN: **YES**

COMMENTS: **HAVE A GOOD 10-YEAR WORKING RELATIONSHIP WITH.**



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 10/13/2021

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECT

CONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075

REFERENCE PROJECT:

NAME AND LOCATION: **Thetford Gove Hill Road Storm Damage Repairs**

DATE OF COMPLETION: **5/30/18**

TYPE OF WORK: **Slope Rehab.**

CONTRACT AMOUNT: **\$187,379**

REFERENCE CONTACT:

CONTACT PERSON: **Bryan Ruoff, Stantec**

PHONE NUMBER: **603-854-9501**

RECORD OF PERFORMANCE:

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? **YES**

QUALITY OF WORK: **GOOD**

PROJECT MANAGEMENT QUALITY: **GOOD**

HOW WERE THEY WITH CHANGE ORDERS: **N/A**

ABILITY OF EQUIPMENT AND SKILLED LABOR: **VERY GOOD**

OVERALL PERFORMANCE: **GOOD**

WOULD YOU HIRE AGAIN: **YES**

COMMENTS: **VERY EASY TO WORK WITH, AGREED TO ALLOW THE TOWN TO PURCHASE MATERIALS FOR THE IMPROVEMENTS TO MINIMIZE COSTS TO THE TOWN.**

EVALUATED BY: Bryan Ruoff
REVIEWED BY: Rene LaBranche



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 10/13/2022

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECTCONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075REFERENCE PROJECT:NAME AND LOCATION: **Thetford Rte 132 Site#12 Storm Damage Repairs**DATE OF COMPLETION: **9/12/18**TYPE OF WORK: **Roadway and Slope Rehab.**CONTRACT AMOUNT: **\$255,402**REFERENCE CONTACT:CONTACT PERSON: **Bryan Ruoff, Stantec**PHONE NUMBER: **603-854-9501**RECORD OF PERFORMANCE:WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? **YES**QUALITY OF WORK: **GOOD**PROJECT MANAGEMENT QUALITY: **GOOD**HOW WERE THEY WITH CHANGE ORDERS: **VERY FAIR**ABILITY OF EQUIPMENT AND SKILLED LABOR: **VERY GOOD**OVERALL PERFORMANCE: **GOOD**WOULD YOU HIRE AGAIN: **YES**COMMENTS: **VERY EASY TO WORK WITH, CARED ABOUT THE
TOWN AND COMMUNITY.**EVALUATED BY: Bryan Ruoff
REVIEWED BY: Rene LaBranche



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 10/13/2022

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECT

CONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075

REFERENCE PROJECT:
NAME AND LOCATION: **Thetford Turnpike Road S. Box Culvert**

DATE OF COMPLETION: **8/28/18**

TYPE OF WORK: **CMP Pipe Arch Installation**

CONTRACT AMOUNT: **\$384,933**

REFERENCE CONTACT:
CONTACT PERSON: **Bryan Ruoff, Stantec**

PHONE NUMBER: **603-854-9501**

RECORD OF PERFORMANCE:

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? **YES**

QUALITY OF WORK: **GOOD**

PROJECT MANAGEMENT QUALITY: **GOOD**

HOW WERE THEY WITH CHANGE ORDERS: **VERY FAIR**

ABILITY OF EQUIPMENT AND SKILLED LABOR: **GOOD**

OVERALL PERFORMANCE: **GOOD**

WOULD YOU HIRE AGAIN: **YES**

COMMENTS: **WATER SUPPLY LINE LOCATED ON SITE AFTER BIDDING, CONTRACTOR WAS VERY FAIR WITH CHANGE ORDER PRICING TO RELOCATE LINE.**

EVALUATED BY: Bryan Ruoff
REVIEWED BY: Rene LaBranche



CONTRACTOR REFERENCE INTERVIEW FORM

TODAYS DATE: 10/13/2022

THIS PROJECT NAME AND LOCATION:
STOWELL ROAD 2022 BRIDGE
REHABILITATION PROJECTCONTRACTOR'S NAME: Northwoods Excavating, Inc.
ADDRESS: 289 Ulman Road, Thetford Center, VT 05075REFERENCE PROJECT:

NAME AND LOCATION: Thetford Rte 132 Site#16, 17

DATE OF COMPLETION: 5/4/20

TYPE OF WORK: Culvert Installation and Slope Repairs

CONTRACT AMOUNT: \$290,865

REFERENCE CONTACT:

CONTACT PERSON: Bryan Ruoff, Stantec

PHONE NUMBER: 603-854-9501

RECORD OF PERFORMANCE:

WAS THE PROJECT COMPLETED ON TIME, IF NO, WHY? YES

QUALITY OF WORK: GOOD

PROJECT MANAGEMENT QUALITY: GOOD

HOW WERE THEY WITH CHANGE ORDERS: VERY FAIR

ABILITY OF EQUIPMENT AND SKILLED LABOR: GOOD

OVERALL PERFORMANCE: GOOD

WOULD YOU HIRE AGAIN: YES

COMMENTS: WORK WAS PERFORMED AS ADDED CHANGE ORDER
WORK TO A BASE CONTRACT. CONTRACTOR WAS VERY FAIR WITH
PRICING AND PERFORMED GOOD WORK.

EVALUATED BY: Bryan Ruoff

REVIEWED BY: Rene LaBranche

Attachment B: Certified Bid Results

COMPARISON OF BIDS FOR: FY22 Stowell Road Bridge Rehabilitation

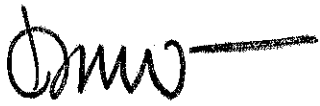
SUBMITTED TO THE:
Town of Thetford, VT
Board of Selectmen

Bid Opening: October 11, 2022
Stantec Project#: 195113474



BIDDERS:	New England Infrastructure, Inc.	Northwoods Excavating, Inc.
	16 Brent Dr, Hudson, MA 01749	289 Ulman Road, Thetford Center, VT 05075

Item No.	Description	Unit	Quantity	Unit Price	Total Unit Price	Unit Price	Total Unit Price
1	BRIDGE REHABILITATION AND ASSOCIATED WORK	L.S.	1	\$498,000.00	\$498,000.00	\$167,800.00	\$167,800.00
TOTAL BASE BID					\$498,000.00		\$167,800.00

CERTIFICATION: 
STANTEC

Attachment C: Northwoods Bid

10

SECTION 00331

BID

PART A - BID

Proposal of Northwoods Excavating, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Vermont doing business as a corporation *.
*Insert "a corporation," "a partnership," or "an individual" as applicable.

To the Town of Thetford VT. (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for the construction of the: 2022 Stowell Road Bridge Improvements Project, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is pecuniarily interested in this proposal or in the Contract for the Work which he proposes to do, that he has carefully examined the Contract and Specifications and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Specifications and Drawings prepared by Stantec Consulting Services, Inc. for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed, and to achieve Substantial Completion within 120 calendar days from the date set in the Notice to Proceed. BIDDER further agrees to pay as liquidated damages, the sum of \$1,500.00 for each consecutive calendar day thereafter. See the SPECIAL CONDITIONS for work that must be completed for Substantial Completion and Final Completion.

The BIDDER proposes and agrees that within the next five (5) calendar days after the day on which Notice of the Award shall be given to him or mailed to him at the address hereinafter given, he will sign six (6) copies of the Agreement of the form provided in Section 00531 - Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in Vermont.

The BIDDER acknowledges receipt of the following addenda:

- No. 1, dated October 4, 20 22
- No. _____, dated _____, 20 _____
- No. _____, dated _____, 20 _____
- No. _____, dated _____, 20 _____

10

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This Statement must be notarized. The Bidder may submit any additional information he/she desires.

Date: October 10, 2022

1. Firm Name: Northwoods Excavating, Inc.

2. Permanent Main Office Address and Phone Number: 289 Ulman Road, Thetford, VT

3. When Organized: 1985

4. If a corporation, where incorporated (if in more than one State, so indicate):
Vermont

5. How many years have you been engaged in contracting under your present firm name:
37 years

6. Contracts on Hand (not completed). Show gross value for each contract, anticipated date of completion, names of Owner and Architect/Engineer:
See Attached.

7. Show significant contracts (recently completed), gross value for each, the month and year completed, the names and phone numbers of Owner and Architect/Engineer.
Route 132 Road Improvements - 8/5/22, Town of Thetford, (802)785-2922, Stantec, (603) 206-7548
Davis Road Box Culvert - Town of Royalton, (802) 478-0680
Cloudland Road Box Culvert - Town of Pomfret, (802) 457-3861

8. Experience in work similar to this contract (give Owner's name and Architect/Engineer associated with work) See attached.

9. General character of work performed by you: Civil/Site Work, Road Improvements, Bridge/Culvert replacements, residential work, Parking lots, etc.

#10

10. Have you ever failed to complete any work awarded to you? If so, where and why?
No.

11. Have you ever defaulted on a contract? If so, where and why?
No.

12. List your major equipment that will be utilized for this contract.
(Indicate if owned or leased).

Volvo 235JD245

Man lift if required (rental)

13. Background and experience of the principal members of your organization that will be utilized for this Contract.

Tim Uiman - President, Excavator Operator

Jason Horniak - Excavator Operator

Jesse Smith - Concrete Installer

14. Background and experience of supervisor you propose to represent your firm at the site during the construction period of this Contract.

Tim Uiman - 40 years of experience, Mary Ellen Parkman, 25 years of experience, Engineer

15. Give bank and credit references (include name, address and phone #):

Wells River Savings Bank - 3088 US Route 5, East Thetford, VT 05043

Ferguson Waterworks, Interchange Drive, West Lebanon, NH 03766 (603) 298-5275

Chief Crushing & Excavation, 2494 Stone Road, South Ryegate, VT 05069 (802) 584-3868

Twin State Sand & Gravel, PO Box 5243, Elm Street, West Lebanon, NH 03784 (603) 288-8705

Weed Precast, 187 South Main St, Newport, NH 03773 (603) 863-1540

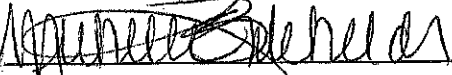
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16 Give name of Agency and Company that will provide Performance and Payment Bonds for this Contract (including reference contract):

The Rowley Agency, 45 Constitution Avenue, Concord, NH Reference - Mark Stevens, 1-800-238-3840

State of Vermont County of: Orange

Subscribed and sworn to me this 11th day of October, 2022

Notary Public: 

My Commission Expires: 1/31/23

#10

SCHEDULE OF PRICES:

NOTE: This Proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER agrees to perform all the necessary labor, furnish all materials, and do all work described in the Specifications and shown on the Drawings, for the following lump sum prices and/or stipulated unit prices:

BASE BID – STOWELL ROAD BRIDGE REHABILITATION PROJECT

900.645	BRIDGE REHABILITATION AND ASSOCIATED SITE WORK	LS	\$ 167,800.00	1	\$ 167,800.00
Price in Words <u>One hundred sixty seven thousand eight hundred dollars and no/100.</u>					

TOTAL BASE BID – STOWELL ROAD BRIDGE REHABILITATION PROJECT

(in figures) \$ 167,800.00

(in words) One hundred sixty seven thousand eight hundred dollars and no/100. Dollars

PART B - BID CONDITIONS

The contract will be awarded based on the **BEST PERCEIVED VALUE, AS DETERMINED BY THE OWNER.**

The **OWNER reserves the right to include or omit Bid Add Alternate#1 in the project.**

The **BIDDER** understands that the **OWNER** reserves the right to reject any or all Bids and to waive any informalities in the Bidding. The **BIDDER** agrees that the Bid shall be valid and may not be withdrawn for a period of Sixty (60) calendar days after the scheduled closing time for receiving Bids. Upon receipt of written notice of the acceptance of this Bid, the **BIDDER** shall execute the formal Contract attached and deliver the Contract and Performance Bond and Payment Bond required by the General Conditions to the **OWNER** within five (5) days. The Bid Security attached in the sum of ten percent (10%) of the Bid is to become the property of the **OWNER** in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the **OWNER** caused thereby.

This Bid may be accepted by the **OWNER** at any time within sixty (60) days of the opening of Bids. In case this Bid shall be accepted by the **OWNER**, and the undersigned shall fail to execute the Contract and furnish satisfactory Bonds, within five (5) days from the date of Notice of Award of the Contract, then the **OWNER** may, at his option, determine that the undersigned has abandoned the Contract, and there upon, this Bid shall be null and void, and the Bid Security accompanying this Bid shall be forfeited to and become the property of the **OWNER**, or the penalty of the Bid Bond shall be invoked as liquidated damages for such failure or neglect; otherwise, such Bid Security shall be returned to the undersigned.

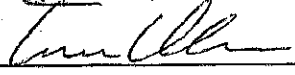
The full name and residence of all persons and parties submitting a Bid as principals are as follows:

Timothy Ulman, President - 451 Ulman Road, Thetford, VT

PART C - EXECUTION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Seal (if corporation)


(Signature of BIDDER)

President
(Title of BIDDER)

289 Ulman Road
(Business address of BIDDER)

Thetford Center, VT 05075
(Town, State and Zip Code)

Dated at 7:15 AM the 11th day of Oct., 2021.

10

PART D - BID FORMS

CONTRACTOR'S EEO CERTIFICATION

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Employment Opportunity Clause and the filing of Required Reports. The bidder, proposed subcontractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Northwoods Excavating, Inc.		Timothy Ulman, President
Company	Certified By (Signature)	Name and Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.

Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

STATE OF VERMONT AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, Timothy Ulman, representing

(Official Authorized to Sign Contracts) of,

Northwoods Excavating, Inc.

Of Thetford, Vermont

(Individual, Partnership or Corporation)

(City and State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

2022 Stowell Road Bridge Improvements Project

(Project Name)

Thetford, VT - Stowell Road

project located on (Route or Highway),

195113474

(Project Number)

bids opened at The Town of Thetford, VT

(Town or City), Vermont

On 10/11/22

(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: No Yes (If yes complete back of this form.)

Sworn to before me this: 11th day of Oct 2022

Northwoods Excavating, Inc.

L.S.

(Name of Individual, Partnership or Corporation)

Timothy Ulman

L.S.

(Signature of Official Authorized to Sign Contracts)

[Signature]

(Notary Public)

Timothy Ulman

L.S.

(Name of Individual Signing Affidavit)

(My commission expires 11/31/23)

President

L.S.

(Title of Individual Signing Affidavit)

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, NORTHWOODS EXCAVATING, INC.

289 Ulman Road, Thetford Center, VT 05075 as Principal, and

HARCO NATIONAL INSURANCE COMPANY as Surety, are hereby
AGENCY: P.O. Box 511, Concord, NH

held and firmly bound unto TOWN OF THETFORD, 3910 Route 113, Thetford Center, VT 05075 as OWNER

In the penal sum of TEN PERCENT OF AMOUNT BID (10% OF AMOUNT BID)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 11th day of October, 2022

The Condition of the above obligation is such that whereas the Principal has submitted to

TOWN OF THETFORD
A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for
the 2022 STOWELL ROAD BRIDGE IMPROVEMENTS, THETFORD, VT

NOW THEREFORE,

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect, It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

NORTHWOODS EXCAVATING, INC.

Principal

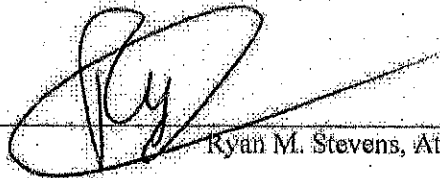
By:



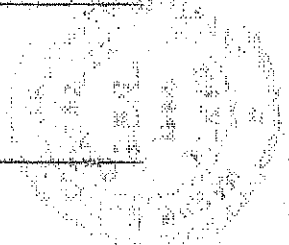
HARCO NATIONAL INSURANCE COMPANY

Surety

By:



Ryan M. Stevens, Attorney-in-Fact



IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of where the project is located.

Bond # N/A #10

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS that HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint:

MICHAEL P. O'BRIEN, RYAN M. STEVENS, MATTHEW R. BLAISDELL, MARK J. STEVENS, DANIEL E. CHURCH, GARY P. LAPIERRE, BRUCE H. LANGLEY, CHRISTINE M. HOSMER, PAULA J. CANTARA

Concord, NH

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 18th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that: (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney; and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019.



STATE OF NEW JERSEY
County of Essex

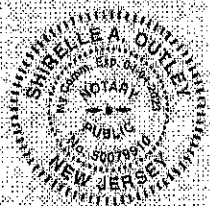
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 11, 2022.

Irene Martins, Assistant Secretary

NORTHWOODS EXCAVATING, INC.
2022 WORK IN PROGRESS REPORT

2022

In Progress

	<u>Start Date</u>	<u>Physical Location</u>	<u>Total</u>
Britton Lumber - EF Wall	2 May - June	Bath, NH	\$46,000.00
DEW - Glenclyff Home	1 Apr - June	Beaton, NH	\$11,350.00
Malpino - Demo garage, sitework new garage	3 June	Thetford Center, VT	\$8,500.00
Trumbull - Dartmouth Geisel School	3 June	Hanover, NH	\$46,000.00
Emmes O&M		Strafford, VT	\$10,400.00
Nixon, Tamara Driveway		Hanover, NH	\$3,800.00
Cummings Driveway			\$6,400.00
Milne Driveway			\$12,305.00
Nobis - Pike Hill		Corinth, VT	\$87,590.00
Mani Driveway		Thetford, VT	\$74,350.00
Ratts, Ryan - Driveway		Lebanon, NH	\$84,100.00
Cooke, Joan - Driveway		Bradford, VT	\$4,200.00
Smith (Lyme) - Foundation		Lyme, NH	\$20,000.00
Thetford, TO - Latham Rd		Thetford, VT	\$610,000.00
Wallis, Ginger - Driveway touch up		Thetford, VT	\$0.00
Totals			\$1,024,995.00

NORTHWOODS EXCAVATING, INC.
 289 ULMAN ROAD
 THETFORD CENTER, VT 05075
 (802) 785-3162

COMPLETED PROJECTS - LAST THREE YEARS

Project Name	Contract Amt.	Type of Work	% Subcon	Complete status	Location	Gen Contractor	Contact Information
Monroe, NH Town of	\$80,500	ROAD & HWY	12%	Completed 4/28/2022	GRANGE RD MONROE, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Tim Ulman (802)785-3162
STRAFFORD, VT TOWN OF DITCHING	\$71,800	MUNICIPAL ROAD SIDE DITCHING	2%	Completed 9/28/21	TURMPIKE RD ALGER BROOK RD	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
TANIT	\$322,275	RESIDENTIAL SITE WORK HORSE ARENA	5%	Completed 7/2/21	STRAFFORD, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
NOVO NORDISK	\$835,228	SITE / CEMENT WORK	32%	Completed 10/26/21	9 TECHNOLOGY DR LEBANON, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
CHARLESTOWN, NH TOWN OF	\$152,503	ROAD & HWY BOX CULVERT	6%	Completed 12/22/21	BOROUGH RD	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
LACOSA/NORTH HALL	\$66,240	SITE / CEMENT WORK	3%	Completed 11/30/21	DARTMOUTH COLLEGE HANOVER, NH	REARCH COMPANY, INC. 88 TECHNOLOGY PKWY, SUITE 2 S. BURLINGTON, VT	Andrew MacKednie (802) 863-8727 x3405
ROUTE 132	\$3,470,786	ROAD & HWY	54%	Completed 6/30/22	ROUTE 132 THETFORD CTR, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
RUDSBORO ROAD IMPROV. BANK STABILIZATION	\$101,886	BANK STABILIZATION	39%	Completed 9/10/20	RUDSBORO RD, LEBANON, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
DARTMOUTH COLLEGE MRL DRAINAGE IMPROV.	\$22,900	DRAINAGE	0%	Completed 9/29/20	RAVINE RD WARREN, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
DARTMOUTH COLLEGE BAKER LIB SIDEWALK	\$32,532	SITE / CEMENT WORK	7%	Completed 11/25/20	MAIN ST HANOVER, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
ROUTE 132	\$1,070,990	ROAD & HWY	18%	Completed 8/31/20	THETFORD, STRAFFORD, VT	Nobis Engineering 18 Chenell Drive Concord, NH 03301	CHRIS ADAMS (603) 764-6236
HANOVER COOP NORWICH SERVICE STA.	\$42,855	SITE / PAVEMENT	48%	Completed 11/18/20	HANOVER, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
HANOVER COOP PARK ST	\$96,001	SITE / CEMENT WORK	53%	Completed 11/20/20	HANOVER, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
HANOVER COOP COMMUNITY MARKET	\$65,789	SITE / CEMENT WORK	22%	Completed 9/14/20	HANOVER, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162

MENDON, TOWN OF WHEELERVILLE BOX CULVERT	\$117,370	CULVERT INSTALLATION	5%	Completed 9/24/20	MENDON, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
NORWICH, VT GIA DITCHING	\$22,155	DRAINAGE	0%	Completed 9/29/20	NORWICH, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
Thetford, Town of RT 132 SITE #16 & #17	\$290,865	CULVERT / SLOPE REPAIR	10%	Completed 5/4/20	THETFORD, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
Trumbull Nelson Co. DARTMOUTH DAVIS HOUSE	\$129,383	SITE WORK	18%	Completed 1/15/20	HANOVER, NH	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
PECK ELECTRIC SOLAR FIELD INSTALLATION	\$123,194	SOLAR FIELD INSTALLATION	0%	Completed 1/15/20	POULTNEY, VT	Northwoods Excavating, Inc. 289 Ulman Rd Thetford Center, VT 05075	Mary Ellen Parkman (802)785-3162
Thetford, Town of SAWNEE BEAN RD	\$108,655	CULVERT INSTALLATION	0%	Completed 5/22/19	THETFORD, VT	Town of Thetford PO Box 126 Thetford Center, VT 05075	(802)785-2922
Thetford, Town of MUD POND RD	\$77,000	MUD POND RD BOX CULVERT INSTALLATION	3%	Completed 11/7/19	THETFORD, VT	Town of Thetford PO Box 126 Thetford Center, VT 05075	(802)785-2922
Trumbull Nelson Co. Olivia Place Apt.	\$461,384	MUD POND RD BOX CULVERT INSTALLATION	15%	Complete 8/31/2020	LYNDONVILLE, VT	Trumbull Nelson PO Box 1000 HANOVER, NH 03755	Gabe Trenchard (603) 643-3658 (603) 410-7670
Thetford, Town of BARKER RD	\$107,300	BARKER RD BOX CULVERT INSTALLATION	3%	Completed 12/9/19	THETFORD, VT	Town of Thetford PO Box 126 Thetford Center, VT 05075	(802) 785-2922
Thetford, Town of STP EH 09(10)	\$122,509	SIDEWALK IMPROV.	30%	Complete 9/18/2020	THETFORD, VT	Town of Thetford PO Box 126 Thetford Center, VT 05075	(802) 785-2922
Thetford, Town of STP 0180(10)	\$249,088	PEDESTRIAN IMPROV.	54%	Completed 10/23/19	THETFORD, VT	Town of Thetford PO Box 126 Thetford Center, VT 05075	(802) 785-2922
City of Claremont, NH NHDOT 28693	\$519,368	BELDING & MYRTLE ST SIDEWALK IMPROV.	37%	Completed 12/6/19	CLAREMONT, NH	Dubois & King 18 CONSTITUTION DR, SUITE 8 BEDFORD, NH 03110	Scott Bourcier (603) 637-1043 Ext. 4419
DARTMOUTH COLLEGE WILDER HALL IMPROVEMENTS	\$289,687	INSTALLATION OF ASPHALT PAVERS, ASPHALT	56%	Completed 9/16/19	HANOVER, NH	DARTMOUTH COLLEGE PO BOX 917 HANOVER, NH 03755	Tim McNamara (603) 667-1005
ESTES & GALLUP STOCK RESIDENCE	\$246,434	RESIDENTIAL HOUSE SITE	6%	Completed 7/22/19	PLAINFIELD, NH	ESTES & GALLUP, INC. PO Box 240 Lyme, NH 03768	(603) 795-4400
ELIZABETH MINES SUPERFUND SITE	\$4,182,481	DRAINAGE, HAZMAT, SEDIMENT, EROSION FILL, LANDFILL, ROAD & HWY	10%	Complete 12/31/20	STRAFFORD, VT	Nobis Engineering 18 Chenell Drive Concord, NH 03301	CHRIS ADAMS (603) 764-6236

Attachment D : Notice to Award

SECTION 00420

NOTICE OF AWARD

To:

Project Description: CONSTRUCTION OF THE 2022 STOWELL ROAD BRIDGE IMPROVEMENT PROJECT

You are hereby notified that your Bid has been accepted for items in the amount of \$167,800.00 which represents the sum total of the submitted lump sum Base Bid price.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2022.

OWNER:

TOWN OF THETFORD

By:

Bryan Gazda, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by NORTHWOODS EXCAVATING, INC.
(CONTRACTOR)

this the _____ day of _____, 2022

By _____
(Tim Ulman)

Title Tim Ulman, Owner

END OF SECTION



Town of Thetford Vermont

11

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

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

8 Selectboard members absent: David Goodrich

9 Others present: Town Manager Bryan Gazda (via Zoom), Town Clerk/Treasurer Tracy Borst,
10 DPW Foreman Dale Lewis, Selectboard Assistant Martie Betts

11 Participating community members: Melissa Krzal

12
13 Sharon Harkay called the meeting to order at 7:05 PM.

14 Introduction of Selectboard members.
15

16 **1. Agenda Review**

17 Mary Bryant would like to add a discussion about agenda meetings.
18

19 **2. Town Manager Report – Bryan Gazda**

20 **1. 2023 Budget Update**

21 Bryan said he has already connected with some of the department heads. There are 2 items he
22 would like the Selectboard to be aware of, first, health insurance will increase between 10% -
23 20%, and it might be worth considering putting a pause in employee contribution. The second
24 item is the CPI index will have a 7.2% increase.

25 **2. Capital Projects Update (Latham Road & Stowell Bridge)**

26 The Latham Road project is in budget and on schedule. The Stowell Bridge bid openings will be
27 this Wednesday at 10:00 AM. It is anticipated that bids will come in less than \$250,000.00. Per
28 our procurement policy, the Town Manager can approve that amount. It is expected to be a 2-3-
29 week project.

30 **3. Rice Mills Community Association Grant Assistance**

31 Bob Walker reached out to Bryan about the town being a fiscal agent for a grant for the Rice's
32 Mills Community Association. The Selectboard agreed to be a fiscal agent.

33 **4. VT Housing Commissioner Tour**

34 Bryan participated in a meeting with Josh Hanford, state housing commissioner. They toured
35 areas in Fairlee and Bradford, and Mr. Hanford gave an overview of programs available for
36 housing.



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1 **5. Donation of Louise Stark art**

2 A painted circular saw, created by artist Louise Stark, was donated to the town by Melissa Krzal,
3 and is a representation of Thetford. Bryan thanked Melissa for her generosity. It will be installed
4 where people can see it when they enter Town Hall.

5 Melissa said it was painted specifically for her husband Richard, who was great friends with the
6 artist, and she wanted it to be where it could be seen.

7 **6. Other**

8 Bryan said he had been speaking with Tracy Borst and it is time to figure out what we are going
9 to do with FEMA funds.

10 Steve Tofel asked about the interest rate on that note and whether or not it is a fixed rate. The
11 interest rate is in the neighborhood of 2% and will go up after November 1st.

12 Steve asked if there was enough money to do Phase 1 of Latham Road. Bryan said no, and that in
13 discussions with Seth Potter they need to research whether or not paving has already been done
14 on part of that section of road.

15

16 **3. Public Comment**

17 No public comment.

18

19 **4. Presentation of Town Audit with Chad Hewitt of Sullivan and Powers**

20 Chad Hewitt from the accounting firm of Sullivan and Powers gave an overview of the audit
21 report. He explained that the first three pages are his opinion of Thetford's financials as of
22 December 31, 2021. Town Treasurer Tracy Borst and assistant Kristie Wadsworth put all of the
23 actual numbers together. Pages 4-5 are required and show everything together. The balance
24 sheet on page 6 has 4 columns that are the 4 major funds: general, highway (2 biggest and most
25 active), flood, and the Route 132 project. The 5th column is a combination of about 30 other
26 funds with supporting schedules in the back that explain what they are.

27 Pages 11-38 are basically foot notes, and pages 39-47 are essentially your general fund budget
28 report.

29 The legal budget was over by \$19,000.00, and there was a huge cost in the Police Department.
30 There were savings in the recreation department, and the town did not have to borrow against
31 taxes, so that was about \$27,000.00 in total savings. All in all, the general budget was under
32 budget by \$13,000.00.

33 The highway budget shows a \$240,000.00 profit, mostly because of expense savings.

34 Tracy noted that there is quite a bit of cash right now, and what did Chad think about getting that
35 payment to Community Bank for FEMA and seeing where we are at the end of the year.

36 Chad said it would be wise to pay it off immediately and save the interest.

37 Pages 53-60 cover the non-major funds; they are important but not as significant as the first four.

38 Chad said credit should be given to Tracy and Kristie, and he thinks the town is very healthy and
39 doing well.

40 Steve asked if there was a reason or statute that the audit goes by calendar year when our fiscal
41 year does not?



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* 11

1 Chad said he would argue that Thetford does not run on a fiscal year. Thetford has always been
2 on a calendar year. A majority of municipalities are on a fiscal year, because on a calendar year
3 you operate two months and a few days without a budget. It would require a town vote to change
4 from calendar to fiscal year. The biggest advantage would be taking away a lot of the stress
5 around town meeting time. The downside is with the fiscal year, you are always kind of working
6 with three years; the past years audit, the year you are in now and building next year's budget.
7 There is no requirement that determines what financial year you choose.
8 Tracy asked how the tax due dates would change if the move was made to a fiscal year.
9 Chad said you most likely have to create an 18-month budget. This means your budget would be
10 1 ½ times, but the property tax schedule would change to installments. The first year is the
11 toughest.
12 Bryan noted there was a recent change in statute with highway fund and asked Chad for his
13 thoughts.
14 Chad said the legislature just changed the law so now you don't have to track highway funds
15 anymore. It is no longer a requirement that the 2 funds stay separate, although Chad prefers that
16 they are. Bryan agreed.
17 Chad mentioned that several communities have gone to an investment company for CD's or
18 treasury notes with a higher interest rate, and there may be some opportunity there for Thetford.
19 The Selectboard thanked Chad for his explanation of the report.
20

21 5. Request from T-Mobile for a Certificate of Public Good to Raise the Cell Tower on 22 Quail John Road by 15 Feet.

23 The town received notice that T-Mobile has filed for a Certificate of Public Good to raise the
24 current cell tower by 15 feet. Bryan noted that the extent of what we can do is to request the PUC
25 hold a hearing to get comments. The town was notified because it is an abutter to the property
26 and there is a 60-day public comment period.
27 The Selectboard directed Bryan to get more information on the process of a public hearing.
28

29 6. Discussion of the Treasure Island Stewardship Plan

30 Sharon said she has not heard back from Lisa Niccolai concerning the additional information the
31 Selectboard would like added to the plan.
32 Bryan suggested waiting until next year to get the wetland delineation done.
33 Sharon thought the stewardship plan should include the beach area and noted that the Treasure
34 Island Exploratory Committee is held up with the management plan until this stewardship plan is
35 done.

36 **Motion** by Sharon Harkay that we approve Lisa Niccolai working on a Stewardship Plan for
37 Treasure Island. VOTE by Roll Call; Mary Bryant – in favor, Steve Tofel – in favor, Li Shen in
38 favor, Sharon Harkay – in favor. **Motion passed.**
39

40 7. Review of the Social Services Appropriation Policy

41 Steve Tofel brought this to the Selectboard's attention and said he doesn't think the current
42 policy makes sense. There is very little opportunity to actually review the organizations that we
43 are funding, and he reviewed a list of the things he thinks the agencies should be submitting to
44 the town.



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1 Steve said the forms should all go to the Town Manager before they go to the Selectboard. If the
2 Selectboard chooses not to put them on the warning they could submit a petition.
3 Selectboard assistant Martie Betts, who currently receives the submissions, reviewed the timing
4 of requests for reports and petitions, noting that the Selectboard would have to act fast if they
5 wanted to make changes for the 2023 year.
6 Li asked if this means that any social service could just send in this form and have the
7 Selectboard vet the request. A lot of agencies dropped out because Thetford was supporting way
8 more social services than larger towns. It was out of control and that is why the previous
9 Selectboard came up with a petition requirement.
10 Steve felt this will tighten things up from what we currently have and will get us very quickly to
11 where we want to be on how we are spending our money. Steve said this will bring more
12 transparency.
13 Tracy said she thought the Selectboard should be deciding how much in total the town should be
14 giving to social services. The current policy and our discussions don't address that.
15 Melissa Krzal said the Selectboard needs to take into consideration the actual benefits for the
16 people who do receive the services. She urged the Selectboard not to just think about the money
17 part, but also how many Thetford people are receiving these services.
18 Steve said the purpose of this is for the Selectboard to be aware of where the money is going. It
19 would replace what is in the agency reports.
20 Steve will write suggested changes to the current Social Services Policy and create the form by
21 the October 17th meeting.
22

8. Discussion of Tax Stabilization for Agriculture

23 The Selectboard reviewed the original draft and second draft documents.
24 The discussion will be tabled until the town attorney can look at it.
25
26

9. Possible Adoption of the Facilities Use Policy

27 **Motion** by Sharon Harkay that we adopt the Facilities Use Policy on this day, October 3rd, 2022.
28 VOTE by Roll Call: Mary Bryant – in favor, Steve Tofel – in favor, Li Shen – in favor, Sharon
29 Harkay – in favor. **Motion passed.**
30
31

10. Possible Appointment of Angela Jones as E911 Coordinator

32 **Motion** by Li Shen to appoint Zoning Administrator, Angela Jones, to be the Town E911
33 Coordinator. VOTE by Roll Call: Mary Bryant – in favor, Steve Tofel – in favor, Li Shen – in
34 favor, Sharon Harkay – in favor. **Motion passed.**
35
36

11. Possible Appointment of Matthew Parno to the Conservation Commission

37 **Motion** by Sharon Harkay to accept Matthew Parno's request to join the Conservation
38 Commission with a 4-year term ending in 2026. VOTE by Roll Call: Mary Bryant – in favor,
39 Steve Tofel – in favor, Li Shen – in favor, Sharon Harkay – in favor. **Motion passed.**
40
41
42
43



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1 **12. Warrants and Minutes**

- 2 CT-2022-004 \$73.50
- 3 #18.2 \$734.01
- 4 #19.4 \$22,116.99
- 5 #17.2 \$11,366.32
- 6 #31.3 \$128,153.62
- 7 #37.1 \$2,407.05
- 8 #38.1 \$21,739.34

- 9
- 10 **Motion** by Mary Bryant to accept warrants as presented. **All in favor (4-0-0). Motion passed.**
- 11 **Motion** by Sharon Harkay to accept the regular Selectboard meeting minutes of September 19th,
- 12 2022, as presented. **All in favor (4-0-0). Motion passed.**

13

14 **13. Adjourn**

- 15 **Motion** by Steve Tofel that we adjourn the meeting at 9:29 PM. **All in favor (4-0-0). Motion**
- 16 **passed.**
- 17
- 18