



SELECTBOARD MEETING
WESTFORD COMMON HALL & ZOOM
JULY 24th, 2025, 6:15 P.M.

<https://us02web.zoom.us/j/84881048260?pwd=C6vFWLMPfSQhrQhYWSmajQejiR4m.1>

Meeting ID: 848 8104 8260 - Passcode: 3ZVmJs

OR dial +1 646 558 8656 – Meeting ID: 848 8104 8260 – Passcode: 741523

Please note that agenda times are approximate and are subject to change.

AGENDA

1. **CALL TO ORDER**
 - a. (6:15) – Roll Call
 - b. (6:20) – Changes to the agenda
2. **(6:25) – RECEPTION IN RECOGNITION OF TOWN ADMINISTRATOR’S SERVICE**
3. **(7:00) – PUBLIC COMMENT** (Items not on the agenda)
4. **(7:05) – MINUTES (review and approve) – July 10th**
5. **(7:10) – CCRPC UPDATE (Ben Bornstein)**
6. **HIGHWAY DEPARTMENT**
 - a. (7:15) – Review Road Schedule
 - b. (7:20) – Review Paving Grant Award
 - c. (7:30) – Beaver Deceiver update
 - d. (7:40) – Review FY’25 highway budget status report
7. **DISCUSSION**
 - a. (7:45) – Westford Elementary School Advocacy Group presentation
 - b. (8:15) – Czapski Road Maintenance Agreement review
 - c. (8:25) – Changes to Common fence replacement request
8. **(8:30) – 1705 UPDATE**
9. **TREASURER**
 - a. (8:35) – Review FY’25 General Fund budget status report
 - b. (8:40) – Review and approve accounts payable & payroll warrants
10. **(8:45) – CORRESPONDENCE**
 - a. Bouncy House Question
 - b. Traffic Calming Suggestion
 - c. Essex Rescue Quarterly Report
 - d. LCATV Schedule Change
11. **(8:50) – COMMUNICATION**
12. **(9:00) – ANTICIPATED EXECUTIVE SESSION: Personnel**
13. **ADJOURN**

The next regular Selectboard Meeting will be held on August 14th, 2025.

Disclaimer: The Vermont Department of Health recommends that each person decide if they want to take precautions, such as wearing a mask, based on their own personal level of risk. Please stay home if you are unwell. Any individual who believes that they need reasonable accommodation may submit a request to the Town Administrator. The Town will assess whether the request for reasonable accommodation is necessary to make the Town service, program, or activity available to an individual with a disability; whether there is an alternative accommodation which may provide an equivalent level of access and/or benefit; whether the requested reasonable accommodation would impose an undue financial or administrative burden; or whether the requested reasonable accommodation would require a fundamental alteration in the nature of the Town service, program or activity.

SELECTBOARD MEETING
July 10, 2025
Draft Minutes

Present: Casey Mathieu
 Pat Haller
 Deb Jorschick
 Julia Andrews
 Nick Nichols

Greg Barrows
 Holly Delisle
 Callie Hamdy

Guests: see page 5.

The meeting was called to order at 6:15 p.m. The meeting was held in person and via Zoom.

CHANGES TO THE AGENDA

Added Scheduling a time for a sendoff for Holly to Discussion.

PUBLIC COMMENT

Lori Johnson noted that there had been a viscous dog hearing, and the conclusion was that the dog should be euthanized. She was wondering if that had occurred. Holly explained that the dog owners are appealing the Selectboard's decision and we are working with the town attorney.

MINUTES

D. Jorschick motioned to approve the June 26, 2025 minutes as amended. **J. Andrews** Seconded. Motion passed 4-0. 1 abstention.

P. Haller motioned to approve the July 2, 2025 minutes as amended. **N. Nichols** Seconded. Motion passed 5-0.

CCRPC UPDATE

Ben Bornstein, Chittenden County Regional Planning Commission (CCRPC) Representative shared that there were two intensive meetings of the long-range planning sub-committee. They reviewed 18 of the 19 future land use plans as part of the regional land use planning map. He is preparing a draft summary of the meetings for the board. There had been talks of including disenfranchised groups in the discussion regarding zoning and land use.

ROAD SCHEDULE

S. Cushing, Road Foreman, was not present. **C. Mathieu** went over the Road Schedule from June 27, 2025 to July 10, 2025.

ACCESS PERMIT REQUEST

The Pigeons on Old #11 Road applied for an access permit for an existing garage that will be turned into a residence. Sean looked at the site and recommended the board approve it. **P. Haller** motioned to approve the access permit for Lot 2 of Old #11 Road. **N. Nichols** seconded. Motion passed 5-0.

FY'25 HIGHWAY BUDGET STATUS REPORT

G. Barrows, Treasurer, went over the FY'25 Budget Status Report.

1705 UPDATE

P. Haller shared that the Preservation Trust of Vermont (PTV) had an individual that could assess the condition of the 1705 structures. The assessment would cost \$750 and the PTV

would cover half of that. The assessment should be done by the end of August. Pat recommended a motion to work with the consultant recommended by the Preservation Trust of Vermont and to authorize the use of \$375 cost share for the assessment at 1705. **J. Andrews** motioned to approve. **C. Mathieu** seconded. Motion passed 5-0.

CSWD FEE INCREASE

H. Delisle explained that Chittenden Solid Waste District (CSWD) increased their tipping fees this year. Westford is one of the only towns that pays for a hauler for our residents, and CSWD warned that the hauler may want to increase fees in kind. **Joe Sinagra** from Myers, the town's trash hauler, summarized Myers services to Westford. Under the town's contract, Myers can charge residents for solid waste exceeding 64 gallon per week. Myers finds that only around 15% of billed residents pay. Myers expects almost \$1,500 per month in extra tipping fees to CSWD on Westford's behalf starting on July 1st. Joe stated that Myers cannot absorb that extra. **C. Mathieu** asked if Myers could measure the extra waste. **J. Sinagra** did not think so; most of the extra is due to bulky items like furniture. **D. Jorschick** requested to share information about what Myers will and will not pick up and recommend alternatives for extra waste or bulky items. If Westford pays more, it would be an unbudgeted expense.

Dave Lavallee suggested an option for people to pre-pay Myers for extra waste to cover the overage cost. **C. Mathieu** thought that could be logistically difficult. **J. Sinagra** noted that if Myers did not pick up the extra trash, animals would get into it. **H. Delisle** asked about splitting the cost for the first year because it was an unforeseen expense for the town. **J. Sinagra** was willing to do this because of the strong relationship Myers has with Westford. A 50/50 split would require the Town to pay an additional \$0.80 per household per month. **H. Delisle** will draft an interim amendment. Even with the increase Westford gets a good deal compared to if each household had to pay individually. **J. Andrews** motioned that Westford approve an \$0.80 per household increase to our Myers contract and authorize Holly to draft and sign an amendment for one year. **P. Haller** seconded. Motion passed 5-0.

BOUNCY HOUSE ON THE COMMON

P. Haller explained that residents over the years have wanted to use the Common for events including bouncy houses. Currently we do not allow them. During July 4th planning there was a request to place a privately owned bouncy house. **P. Haller** contacted a few companies that rent bouncy houses. He would like Westford to hear more information and possibly allow for the use of a bouncy house on the Common. There had been liability concerns from the Town's standpoint. There were also concerns about damaging the drainage system under the Common. He believes there are solutions to both problems. One of the bouncy house companies is coincidentally owned by **Joe Sinagra** who was already present, and he was able to explain how other towns handle this issue.

J. Andrews thought that at some point in the future they should discuss the Common Drainage system possibly getting damaged. She would like to understand more clearly what sort of things can damage it.

J. Sinagra owns Bounce Around Vermont. They are the largest bouncy house company in the state of Vermont. They can accommodate spaces that do not have vehicle access. Most municipalities require individuals and companies to have insurance certificates. Most larger municipalities will ask to be added as an additional insurer. There are some places where securing the houses with stakes does not work, so in those instances they use large sand or water bags to hold the bouncy house in place. **J. Sinagra** opined that many privately available

non-commercial grade units were not safe and did not have a good way to secure them. Commercial grade units use commercial strength vinyl which makes them much safer. He noted that injuries from bouncy houses are usually more severe such as a broken bone. In 20 years in business, he has never had an insurance claim. He believed that the companies that do things the right way in Vermont carry the correct insurance. **P. Haller** asked Joe to described the due diligence required from the operator the day of the event. **J. Sinagra** described the safety protocols for the board.

C. Mathieu suggested a procedure and an additional insurer. **H. Delisle** noted that a Common Use policy exists that outlines that bouncy houses are not allowed, so that document could be updated to allow them and lay out the requirements. **J. Sinagra** was happy to share with the town what other communities do.

J. Andrews felt it would be better to restrict bouncy house use to town entities or one of the non-profits. **Lori Johnson**, from the Common Committee, agreed it was good to limit it to town-wide organizations and events. It could be added to the Common Use Policy, and she thought it made sense to add it as an appendix. She would like to specify the use of sandbags and not stakes. **P. Haller** heard Julia's concerns but felt it should be open to residents. **J. Andrews** felt that if a resident wanted a bouncy house for a private party, they should do it on their own property. **D. Jorschick** agreed to making some concessions but disagreed with opening it up to the public. She felt the liability was too great. **P. Haller** wondered if we could ask the Common Committee to make edits to the Common Use Policy and present their thinking to the board. **L. Johnson** agreed but suggested getting any changes reviewed by the lawyer due to the liability issues involved.

TRAFFIC CONCERNS ON ROUTE 128

There had been complaints about extreme speeding/aggressive driving on Route 128. Route 128 is a state road so there is also state patrol there. The recent complaints happened overnight and close to evening hours including erratic behavior such as driving and passing without lights on in the dark or flashing people while tailgating. **H. Delisle** suggested more law enforcement presence to deter people from this behavior. **D. Jorschick** recounted a recent instance. A driver came from Cambridge Road around 8pm without stopping at the stop sign. The driver was going at such a high speed that they almost missed the corner heading out of the Common area on 128. Deb's daughter was able to identify the driver. She recalled that this winter people had driven across the Common multiple times. **D. Jorschick** believed that people thought they could get away with such scary/dangerous behavior because we have limited patrols and are rural. **C. Mathieu** recalled bringing this to the Sheriff's attention previously. They had received several other recent complaints.

D. Gauthier noted that he encountered 3 pickup trucks that frequently try to catch and pass each other the whole way towards Essex on 128. **B. Peck** was present. She agreed with Dave's assessment. She had gotten partial plate numbers. She thought drivers were more aggressive than normal in that stretch and felt the speeds have increased beyond 80mph. She appreciated law enforcement efforts.

Brian Welch, Deputy Sheriff, had a conversation at a household regarding the complaints. **Corey Lozier**, from the State Police, said that the new pavement probably does not help with speeds, but he thinks people are going to speed no matter what. He has put out communications to his barracks to increase presence in Westford for the evenings. They both reiterated the importance of sharing as much information as possible about vehicles and

drivers to both the Sheriff and the State Troopers when incidents happen. The board thanked both officers.

DRB FEE WAIVER REQUEST FOR WESTFORD CONSERVATION COMMISSION

The Westford Conservation Commission (WCC) requested the Selectboard waive the Development Review Board (DRB) fees associated with their application to put a bridge on the Misty Meadows trails. It was in the Water Resource Overlay, and they needed to go through the DRB process. **Kirstin Tyler** requested a fee waiver process for town boards, so it doesn't have to come before the Selectboard. **H. Delisle** will investigate that. **P. Haller** motioned to waive the DRB fees for the WCC. **J. Andrews** seconded. Motion passed 5-0.

STOP SIGN REQUEST FOR WOODS HOLLOW ROAD

The board received emails regarding the intersections of Woods Hollow with Phelps Road and Maple Tree Lane, both of which have poor sight lines. CCRPC can do a study on stop signs for the suggested locations for no cost. **N. Nichols** asked if there was a 2023 assessment done and if any of the recommendations from previous studies had been implemented. **H. Delisle** noted we had implemented three recommendations from the 2023 study. She has also applied for a grant from the sheriff's department for fixed radar signs for those areas. We will find out if we have been granted the funds in October. **J. Andrews** wondered if the Road Crew could clear the tall brush from those areas in between the twice a year roadside mowings. **N. Nichols** motioned to request a stop sign analysis for Woods Hollow Road/Phelps & Maple Tree Lane intersections. **D. Jorschick** seconded. Motion passed 5-0.

SENDOFF FOR HOLLY

The board discussed an open house to give Holly appreciation before she leaves for Canada.

REVIEW FY'25 GENERAL FUND BUDGET STATUS REPORT

G. Barrows, Treasurer, went over the FY'25 General Fund Budget Status Report.

SET MUNICIPAL TAX RATE

H. Delisle explained how the tax rate is set. **N. Nichols** motioned to set the municipal tax rate at 0.4388 to offset the town's budget for the 2025-26 tax year. **P. Haller** seconded. Motion passed 5-0.

FY'25 AUDIT CONTRACT REVIEW

D. Jorschick motioned to approve the FY25 audit contract as presented. **C. Mathieu** seconded. Motion passed 5-0.

REVIEW AND APPROVE ACCOUNTS PAYABLE AND PAYROLL WARRANTS

G. Barrows, Treasurer, went over the Accounts Payable & Payroll Warrants.

CORRESPONDENCE

UVM Internship Offer

H. Delisle noted that this helps a student learn and gives the town something for free. The policy binder was put together this spring by a UVM intern. Holly found that process easy.

FEMA Preliminary Flood Insurance Rate Map Changes

C. Mathieu asked if this should be an agenda down the road. **H. Delisle** recommended keeping track of it and adding it to a future agenda. **Harmony Cism** explained the last time the flood rate map was updated was 2017. We are currently doing everything we should be to protect our waterways.

Received information from ACT 250 Review from Rovers North, emails from Barb Peck and Carol Winfield, Potential 4th Road Crew Member.

COMMUNICATION

Update on Vicious Dog was discussed. Board members understood that people want to know, but they were hesitant, so they will consult with the attorney. Communication about Trash overage.

ADJOURN

The meeting adjourned at 8:55 p.m.

Respectfully Submitted,

Casey Mathieu
Selectboard Chair

Callie Hamdy
Minute Clerk

GUEST LIST

Dave Gauthier
Ben Bornstein
Lori Johnson
Lynn Gauthier
Kim Guidry
Brian Welch

Ira Allen
Dick Lavallee
Harmony Cism
Barb Peck
Kirstin Tyler
Corey Lozier

Joe Sinagra
Dave Lavallee
Sheila Franz
Katie Freerick
Sarah Reeves (CSWD)

6. b.

FIVE YEAR CAPITAL PLAN

FY2027 - FY2031

Capital Project	Replace Fiscal Year	Cost	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Highway								
021 SURE Flatbed Trailer	2027	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
022 International HX620 Dump	2027	450,000	33,000	33,000	-	-	-	-
019 Talbert 20' Trailer	2029	300,000	11,340	11,340	11,340	-	-	-
015 John Deere Loader	2030	41,000	5,000	5,000	-	-	-	-
021 Chevy K3500 Silverado	2030	240,000	-	5,300	5,300	-	-	-
022 Chevy Silverado Pickup	2032	100,000	-	5,890	5,890	5,890	-	-
Hydroseeder	2033	28,000	-	5,600	5,600	5,600	-	-
024 Western Star 47x Dump	2034	370,000	-	-	14,800	14,800	14,800	-
019 JD 75G Excavator	2035	200,000	-	-	-	8,000	8,000	-
026 Western Star Dump	2036	370,000	-	-	-	10,000	10,000	-
023 JD 6726 Road Grader	2038	250,000	-	-	-	-	14,800	-
own Garage Furnace	2038	350,000	-	-	-	-	-	-
025 CAT Skid Steer	2038	40,000	-	-	-	-	-	-
026 Tandem Utility Trailer	2040	160,000	-	-	-	-	-	-
0241	2041	27,000	-	-	-	-	-	-
Highway Total			\$ 55,230	\$ 66,130	\$ 33,130	\$ 31,290	\$ 38,400	\$ 47,600
Administration								
Handicap Ramp	2025	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
own Office Septic System	2026	60,000	-	-	-	-	-	-
WiFi Mesh Equipment	2028	8,250	2,065	2,065	-	-	-	-
opler, Cannon	2029	10,000	-	-	-	-	-	-
urnace	TBD	15,000	3,000	3,000	3,000	3,000	3,000	3,000
fault Expansion	TBD	20,000	4,000	4,000	4,000	4,000	4,000	4,000
roof Replacement	TBD	20,000	2,000	2,000	2,000	2,000	2,000	2,000
Administration Total			\$ 11,065	\$ 11,065	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000

Reasoning / Rules from prior Selectboard discussions

Equipment = 15yr life	Trucks = 10yr life	Add 4% per year for inflation
Replacement over \$50,000 = 20% down payment, 80% loan, 20% saved over 5yrs		
Cash purchase		\$10,000
Grant match saved by time of work - MAXIMUM GRANT \$200,000		\$250,000
Purchase in FY2029 - loan required on estimated net =	240,000	20% down = \$60,000
Cash purchase		\$41,000
Purchase in FY2030 - loan required on estimated net =	192,000	20% down = \$48,000
Purchase in FY2031 - loan required on estimated net =	128,000	20% down = \$32,000
Purchase in FY2032 - loan required on estimated net =	80,000	20% down = \$20,000
Cash purchase		\$28,000
Purchase in FY2034 - loan required on estimated net =	296,000	20% down = \$74,000
20% grant match saved by time of work		\$40,000
Purchase in FY2035 - loan required on estimated net =	200,000	20% down = \$50,000
Purchase in FY2036 - loan required on estimated net =	296,000	20% down = \$74,000
20% grant match saved by time of work		\$50,000
Purchase in FY2038 - loan required on estimated net =	280,000	20% down = \$70,000
Cash purchase		\$40,000
Purchase in FY2040 - loan required on estimated net =	112,000	20% down = \$32,000
Cash purchase		\$27,000
PAVING should be moved out of equipment. New Town Meeting Day article to create Paving Reserve		
NOT shown in report - Salt Shed \$250,000 which was deferred by Selectboard in FY24 until mandated by State of Vermont		
One time item no savings after repair work, also may be impacted by town office reconstruction (i.e. new ramp)		
One time item - maintenance to be in operating budget not capital budget		
Town Common area WIFI repeaters located at TO, Library, RBMH, WCH, Gazebo		
Save \$2,000 per year over 5 years for \$10,000 replacement; increase for inflation in FY2020 to \$2,200 per year		
Save \$3,000 per year while town office reconstruction plans are developed, then adjust capital plan items		
Save \$4,000 per year while town office reconstruction plans are developed, then adjust capital plan items		
Save \$2,000 per year while town office reconstruction plans are developed, then adjust capital plan items		

6. b

	Highway	Admin	Library	Rec	Fire
Balance 6-30-2024	\$ 248,892	\$ 145,457	\$ 27,719	\$ 26,595	\$ 363,061
Use in FY2027	\$ 260,000	\$ -	\$ -		\$ -
Add in FY2027	\$ 55,230	\$ 11,065	\$ 5,950		\$ 39,730
Balance 6-30-2027	\$ 56,099	\$ 98,527	\$ 44,469		\$ 336,491
Use in FY2028	\$ -	\$ 8,250	\$ 10,000		\$ -
Add in FY2028	\$ 66,130	\$ 11,065	\$ 3,950		\$ 43,100
Balance 6-30-2028	\$ 122,229	\$ 101,342	\$ 38,419		\$ 379,591
Use in FY2029	\$ 101,000	\$ 10,000			\$ -
Add in FY2029	\$ 33,130	\$ 9,000	\$ 3,950		\$ 61,704
Balance 6-30-2029	\$ 54,359	\$ 100,342	\$ 42,369		\$ 441,295
Use in FY2030	\$ 48,000	\$ -	\$ 15,000		\$ 150,000
Add in FY2030	\$ 31,290	\$ 9,000	\$ -		\$ 47,704
Balance 6-30-2030	\$ 37,649	\$ 109,342	\$ 27,369		\$ 338,999
Use in FY2031	\$ 32,000	\$ -	\$ 5,500		\$ 117,300
Add in FY2031	\$ 38,400	\$ 9,000	\$ -		\$ -
Balance 6-30-2031	\$ 44,049	\$ 118,342	\$ 21,869		\$ 221,699
Use in FY2032	\$ 20,000				\$ 8,500
Add in FY2032	\$ 47,600				\$ 48,604
Balance 6-30-2032	\$ 71,649				\$ 261,803
Use in FY2033	\$ 28,000				\$ 204,395
Add in FY2033	\$ 40,800				\$ 34,604
Balance 6-30-2033	\$ 84,449				\$ 92,012
Use in FY2034	\$ 74,000				
Add in FY2034	\$ 70,400				
Balance 6-30-2034	\$ 80,849				
Use in FY2035	\$ 90,000				
Add in FY2035	\$ 64,800				
Balance 6-30-2035	\$ 55,649				

6.6

J. HUTCHINS, INC.

EXCAVATION • PAVING • AGGREGATES • ASPHALT

To:	Town of Westford	Contact:	
Address:	1713 VT Rte 128 Westford, VT 05494	Phone:	(802) 878-4587
		Fax:	
Project Name:	2025 Town Of Westford Paving Paving Grant Quote	Bid Number:	2025-097
Project Location:	Westford-Milton Road, Westford, VT	Bid Date:	4/15/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Cold Plane & Pave Cold Plane 2-1/4" (25,768.00 SY) 3/4" Type IV Shim (1,074.00 Ton) 1-1/2" Type IV Overlay (2,148 Ton)	3,222.00	TON	\$130.00	\$418,860.00
2	Reclaim, Grade & Pave Reclaiming & Grading (25,768.00 SY) 2-1/2" Type II Base Course (3,579.00 Tons) 1-1/2" Type IV Top Course (2,147.00 Tons)	5,726.00	TON	\$116.00	\$664,216.00
3	Shim & Overlay 3/4" Type IV Shim (1,074.00 Tons) 1-1/2" Type IV Overlay (2,148.00 Tons)	3,222.00	TON	\$111.00	\$357,642.00

Notes:

- JHI is not responsible for liquidated damages or any disincentives associated with this work as quoted
- Pricing is valid for 30 Days unless signed by both parties
- Due to the volatility in the worldwide energy and petroleum markets J. Hutchins, Inc. reserves the right to adjust pricing based on Asphalt Cement pricing index determined by VTrans for material produced monthly as specified in the standard specification for Item 406.50
- Asphalt Cement escalation will be calculated on a Index price for the month of April 2025 of \$621.00 per ton
- Provide all Traffic Control necessary to complete the project including signs and flaggers
- Cut butt joints at the beginning and end of the proposed paving area
- Sweep all paved roads prior to paving
- Spray emulsion at the rate of 0.040 Gal/SY prior to paving
- Provide a minimum of 3 rollers for all paving activities including a rubber tired roller
- Site cleanup
- JHI, Inc. reserves the right to adjust unit prices based on total revenues awarded
- This quote is for informational purposes only for a VTrans paving grant

Payment Terms:

Payment due within 30 days of invoice

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: J. Hutchins, Inc. Authorized Signature:  Estimator: EJ Blondin (802) 434-3500 ej@jhutchinsinc.com
---	---

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Westford**, a **US Local Government** with its principal place of business at **1713 VT Route 128, Westford, VT 05494**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this grant is implementation of clean water improvements to address road-related water quality issues.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **17** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants Revised 10/1/2024

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment D – Other Provisions
- 3) Attachment C - Standard State Provisions for Contracts and Grants
- 4) Attachment A – Scope of Work
- 5) Attachment B – Payment Provisions
- 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

By the State of Vermont
Agency of Transportation

By the Grantee:
TOWN OF WESTFORD

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

Part 1-Grant Award Detail

1 Grant #: P02251		2 Original <input checked="" type="checkbox"/> Amendment # _____	
3 Grant Title: Town Highway Class 2 Roadway Program - FY26			
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$200,000.00	
		6 Total Award Amount: \$200,000.00	
7 Award Start Date: Jul 01, 2025		8 Award End Date: Dec 31, 2027	
9 Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
10 Supplier #: 0000040166		11 Grantee Name: Town of Westford	
12 Grantee Address: 1713 VT Route 128			
13 City: Westford		14 State: VT	
		15 Zip Code: 05494	
16 State Granting Agency: Vermont Agency of Transportation			17 Business Unit: 08100
18 Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		19 Match/In-Kind: \$ 30% Description: LOCAL SHARE	
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"/>	

21 Grantee Identifier [UEI] #: WWA4VM94NZZ1	22 Indirect Rate: <div style="text-align: center;"> <u> N/A </u> % <small>(Approved rate or de minimis 10%)</small> </div>	23 FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
24 Grantee Fiscal Year End Month (MM format): 06	25 R&D: <input type="checkbox"/>	
26 EEI Registered Name (if different than VISION Vendor Name in Box 11):		

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 (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$200,000.00	\$200,000.00	Transportation Fund

(includes subrecipient Global Commitment funds)

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$200,000.00	\$200,000.00			

STATE GRANTING AGENCY

GRANTEE

NAME: Holly Delisle
TITLE: Town Admin
PHONE:Office: (802) 878 - 4587
EMAIL: townadmin@westfordvt.us

Form Effective 12/26/2014
Revised: 1/8/2024

6.C



www.ProtectOurWildlifeVT.org

MEMO OF UNDERSTANDING

This agreement is between Protect Our Wildlife, Vermont (POWVT), a non-profit corporation, and The Town of Westford, VT (Recipient Party). This agreement will start on and end 10 years after installation of the device(s) referenced below or after the legal transfer of the property from Recipient Party to a third party, whichever comes first.

POWVT agrees to pay for the installation of a Beaver Deceiver™ at the property located at **Old # 11 Road, Schultz Pond, Westford, VT** owned by the Recipient Party. Payment of the amount of \$4,000 set forth herein will be made by POWVT directly to Beaver Deceivers.™

In consideration for payment as set forth herein by POWVT, Recipient Party agrees to the following conditions for the term of this agreement:

Recipient Party Agrees to:

- Maintain the device as per the instructions provided by Skip Lisle, including but not limited to raking out debris
- Notify Skip Lisle immediately if the device is not working or requires maintenance
- No dismantling of the device or allowing beavers to be killed, unless under exigent circumstances where there's an imminent threat to town roads, public, municipal or private lands and infrastructure

A willful violation of any term or condition of this agreement entitles POWVT to a full refund by the Recipient Party of the payment set forth herein.

This agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Vermont.

By: Brenna Galdenzi
Brenna Galdenzi, President
Date: July, 3, 2025

By: _____
Print name: _____
Date: _____

6.C

Holly Delisle

From: Carol Winfield <carol@vtwildlife.com>
Sent: Saturday, July 5, 2025 5:37 PM
To: selectboard; Holly Delisle
Cc: Sean Cushing; Conservation Commission
Subject: Re: MOU

Hi all,

As per last SB meeting, I reached out to Brenna about financial assistance for the town of Westford to hire Skip Lisle to install a Beaver Deceiver device on Old #11 Rd at the Schultz pond. Her organization, Protect Our Wildlife, would be willing to do this, per attached agreement. Brenna did suggest that it would be appreciated if the Town would contribute towards the installation cost as well, especially if the cost should be \$4500, considering this is a nonprofit, all volunteer group. They can commit to \$4000.

Also as discussed, I have talked to Kirsten Tyler about the Conservation Commission supporting this project. She has put it on the agenda for their next meeting which is July 16.

I truly feel this is a step in the right direction towards peaceful coexistence with this native species that is vital to our ecosystem.

Thank you for considering this project!

Carol

No act of kindness is ever too small

Begin forwarded message:

From: Protect Our Wildlife VT <info@protectourwildlifevt.org>
Date: July 3, 2025 at 2:28:48 PM EDT
To: Carol Winfield <carol@vtwildlife.com>
Cc: Skip Lisle <skip@beaverdeceivers.com>
Subject: MOU

Here you go!

Brenna Galdenzi
President
Protect Our Wildlife POW
www.ProtectOurWildlifeVT.org

7.a

Holly Delisle

From: Kirsten Tyler <kirstenbeat@gmail.com>
Sent: Monday, July 14, 2025 3:56 PM
To: TownAdmin
Subject: Re: Westford School Advocacy

Hey,

Clarifications:

- 25 or 30 minutes I think would suffice for the whole shebang.
- Westford School Advocacy group plans to talk about what Act 75 could mean for Westford. I assume we'll take less than ten minutes. I will provide a document to the SB beforehand. It will include everything we'll (Advocacy group) be talking about / presenting on.
- We also plan to ask the SB to host a town meeting (not school board meeting) to discuss the potential options for redistricting in the near future. This has nothing to do with our school board right now, as our district will be dissolved (and our school board will be dissolved) and this is a conversation about what happens after. The redistricting gives us the opportunity as a town to request (via a letter to the State Board of Education and the Redistricting Task Force) to be merged with specific towns. Margaret from the Rural School Community Alliance (RSCA) gave me this information and said we should act quickly as a town if we want our request to be considered. If we have a town forum, we could discuss these options and then make a recommendation/ request with a letter. I thought a forum would be a good idea (not just a SB meeting) but I'm open to any ideas. The point of this meeting isn't to ask the SB to write the letter now, but to start a discussion about this.
- Margaret (RSCA) will explain to the SB what the RSCA does and how it could help Westford. She said her blurb is like 10 minutes. They will probably have questions for her, so that'll probably take 15 or 20 total.
- I'm asking the folks in the email list to join so that they can give support to the idea of hosting a town meeting (or something else?) and joining RSCA.

I wrote that very quickly so let me know if I just made this more confusing!

Kirsten

On Jul 14, 2025, at 2:03 PM, TownAdmin <townadmin@westfordvt.us> wrote:

Hi Kirsten,

I have this on my list for the SB agenda on 7/24, but I wonder what amount of time you thought this might need? I would be hesitant to put it on the agenda for more than 20-30 minutes as there are other pressing matters for the SB to discuss during that meeting. Would 20 minutes be sufficient?

7.a

Holly Delisle

From: Kirsten Tyler <kirstenbeat@gmail.com>
Sent: Thursday, July 3, 2025 3:09 PM
To: TownAdmin; selectboard
Subject: Future of WES: H.454 agenda item

Follow Up Flag: Follow up
Flag Status: Completed

Hello Holly and Selectboard members,

I am writing today to request an item be added to the next (or near future) Selectboard meeting. As you know, H454 was passed into law. This means that new, larger school district maps will be created. I think that Westford should become informed of what this could mean for our town and make choices / recommendations for our town before they are made for us. Links to articles about the new law and timeline:

[Phil Scott signs education reform bill into law](#)

[Gov. Phil Scott has signed Vermont's education bill into law. Here's what happens next.](#)

The task force for redistricting will be created soon and they will be presenting three potential maps to the legislature with a deadline of December 1. Westford can (and should) write a statement submitted to the State Board of Education, our legislators, and the task force with a deadline of this fall to recommend / suggest what makes sense for our town in terms of redistricting. If we don't, we will be told. I suggest a public meeting for Westfordians to discuss this and hopefully come to some decisions about what we want. To be clear, according to the new law, EWSD will be dissolved.

[The Rural School Community Alliance](#) (RSCA) has offered to support the Town during this time. As the name suggests, the RSCA is advocating for and representing smaller, rural Vermont schools in the midst of H454. Although we are not really a small school, we are a rural town on the edge of suburban and urban towns. Margaret MacLean and I spoke on the phone today and she is willing to join a SB meeting to let you know what it would mean to join the RSCA. Then you as a SB could make the decision to join if it makes sense for Westford.

Please consider adding this agenda item so that some of us in the Westford School Advocacy group and Margaret from the RSCA can put this on the table. 1. Joining the RSCA; 2. Public meeting hosted by the SB to discuss the changes from H454 and recommendations we will give as a town.

Thank you,
Kirsten

7. b.

**FOURTH AMENDED AND RESTATED
CLASS 4 TOWN HIGHWAY LICENSE AGREEMENT**

This FOURTH AMENDED AND RESTATED CLASS 4 TOWN HIGHWAY LICENSE AGREEMENT ("Fourth Amendment") is made this ____ day of _____, 2025, by and between **Jonathan Czapski** and **Celistine Czapski**, both of Westford, Vermont, (collectively, "Landowner"), and the **Town of Westford**, a Vermont municipality located in the County of Chittenden, (the "Town," and collectively with Landowner, the "Parties").

WHEREAS, Landowner is the record owner of a certain real property, known and designated as 61 Rogers Road, (the "Property") located on Town Highway No. 26, commonly known and referred to as the "Rogers Road," (hereinafter, the "Road"), as described in a deed to Landowner, dated July 21, 2020, and recorded in Volume 174 at Page 316 of the Town of Westford Land Records; and

WHEREAS, a +/-0.26-mile portion of the Road that Landowner would use to access the Property is a Class 4 town highway which is not constructed to the standards applicable to Class 3 town highways and is not maintained by the Town in the manner Class 3 town highways are maintained; and

WHEREAS, Landowner has made certain improvements to, and periodically maintains, a portion of the Road for the purpose of providing suitable year-round access to a three-lot subdivision of the Property; and

WHEREAS, Landowner has obtained Development Review Board approval for a four campsites (one campsite on Lot 1 of the three-lot subdivision, two campsites on Lot 2, and one campsite on Lot 3), as well as for a community facility use on Lot 2 (event facility using temporary tents) by Notice of Decision, dated March 12, 2025, in addition to the pre-existing single-family dwelling and accessory dwelling unit on Lot 2; and

WHEREAS, the Town previously authorized Landowner to make improvements within the limits of the Road, and to allow Landowner to maintain the Road, subject to certain terms and conditions, which prior License Agreements, dated February 26, 2021 (recorded in Volume 176, Page 151 of the Town Land Records), June 7, 2021 recorded in Volume 176, Page 810 of the Town Land Records), June 8, 2022, and July 6, 2022, which are superseded by this Fourth Amendment; and

WHEREAS, the parties desire to amend and re-state their prior Class 4 Town Highway License Agreements to specify the terms and conditions under which Landowner is authorized by the Town to maintain the Road now that they have

completed their proposed improvements.

NOW THEREFORE, in consideration of the above stated premises and for other good and valuable consideration, the parties hereto agree as follows:

1. Landowner may use the Road on a non-exclusive basis and shall not prevent others from using the Road.

2. The Town shall not be obligated to construct, plow, repair, improve, or upgrade the +/-0.26-mile, Class 4 section of the Road, or to otherwise provide summer or winter maintenance unless required by law.

3. Landowner, by acceptance of this Agreement, waives any right they have now or may acquire in the future to: (a) petition the Town to upgrade the +/-0.26-mile, Class 4 section of Road, (b) to request improvements to the +/-0.26-mile, Class 4 section of Road by the Town, or (c) to request summer or winter maintenance of the +/-0.26-mile, Class 4 section of Road by the Town.

4. By its execution of this Agreement, the Town hereby grants approval to Landowner's past improvements to the +/-0.26-mile, Class 4 section of Road as they exist as of the date hereof and approves the Landowners' residential, campground and community facility uses of the Road, subject to the terms and conditions of the Development Review Board's March 12, 2025 Notice of Decision.

5. Beyond the improvements that have been made as of the date hereof and approved in Section 4, above, and beyond routine maintenance (defined below), Landowner shall obtain the prior written approval of the Town's Selectboard before commencing any additional improvements to, or maintenance of, the +/-0.26-mile, Class 4 section of Road, including but not limited to tree and brush removal, additional utility line placement not depicted on the Plans, repairs to the traveled way, etc. Routine maintenance consists of snow plowing, grading, salting, sanding, filling potholes, seeding and mulching, maintenance of existing water bars and mowing. All improvements by Landowner shall conform to the Town Road and Bridge Standards then in effect for the Town of Westford, as the same may be modified or amended from time to time.

6. Landowner shall bear all costs associated with any road improvements or maintenance activities undertaken by Landowner.

7. If the Town determines in a reasonable exercise of its discretion that maintenance or improvements are needed to the +/-0.26-mile, Class 4 section of Road, it shall give written notice to Landowner of the need for such maintenance or improvements with a reasonable deadline for completion of the work. If Landowner

does not accomplish said maintenance or improvements by the deadline provided in the notice, the Town may, but is not obligated to, perform such maintenance and improvements using its own employees and equipment and bill Landowner for such work. Any Town invoices to Landowner must be paid within thirty (30) days, or the Landowner irrevocably consents to the placement of a lien on the Property for such charges, which may be subject to interest and penalties, and may be collected, in the same manner as property taxes.

8. Upon execution of this License by the Parties, Landowner agrees to construct no further improvements on the Road westerly of the access drive to Lot 1, known as Whitsunday Lane.

9. Upon the Town's and Landowner's execution and recording of this Fourth Amendment, the Town shall direct the Escrow Agent to return all remaining funds in its possession to Landowner.

10. This license shall continue in effect for so long as the single-family dwelling is maintained on the Property as a single-family dwelling.

11. Landowner shall bear sole responsibility and shall indemnify the Town against any damage or loss resulting from the inability of emergency personnel to access the Property.

12. Landowner hereby waives and releases the Town, and its elected and appointed officials, board members, employees, and agents, from all liability for personal injury, loss, or property damage, or death which Landowner or their guests, invitees, employees, contractors, vendors, agents, heirs, successors and assigns, may experience in connection with any Road improvements or maintenance activities undertaken by Landowner, or in connection with the inability for emergency service providers and their apparatus to access the Property benefitted by this Fourth Amendment. Furthermore, Landowner shall indemnify and hold the Town harmless from and against any and all liabilities, obligations, claims, suits, liens, judgments, damages, penalties, causes of action, losses and expenses, including reasonable attorneys' fees and litigation costs, arising in whole or in part, and in any manner, related to this Fourth Amendment or to any road improvement or maintenance activities undertaken by Landowner, including but not limited to any damages or loss resulting from the inability of emergency personnel to access the Property.

13. This Fourth Amendment will be recorded by the Town in the Westford Land Records and shall run with the land and be binding upon Landowner and Landowner's heirs, successors, assigns, and transferees, and references in this Fourth Amendment to Landowner shall be construed to include their heirs,

successors, assigns, and transferees. Any assignment, transfer or conveyance of the lands or any rights in the lands of Landowner shall specifically reference this Fourth Amendment and shall bind the successor, assignee or transferee to faithful performance of this Fourth Amendment as a successor or assign of Landowner.

14. The Town may terminate this Fourth Amendment at any time upon sixty (60) days written notice to Landowner.

16. This Fourth Amendment shall constitute the entire agreement between the parties relative to the subject matter hereof, and supersedes all prior agreements, written or oral. This Fourth Amendment may be modified or amended only by mutual written consent of the parties. This Fourth Amendment may be executed in multiple counterparts, and each part is to be considered an original. Signatures transmitted by facsimile or email shall be legal and binding, shall have the same full force and effect as if the original Fourth Amendment had been delivered and any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature are waived. If any provision of this Fourth Amendment shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Fourth Amendment shall continue in full force and effect.

Dated this ____ day of _____ 2025.

IN PRESENCE OF:

LANDOWNER

Jonathan Czapski

Celistine Czapski

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County, this ____ day of _____, 2025, personally appeared **Jonathan Czapski** and **Celistine Czapski** and they acknowledged this instrument, by them signed, to be their free act and deed.

Before me, _____
Notary Public
My Commission Expires: 01/31/27
Commission Number: _____

7. bpg 5.

Dated this ____ day of _____ 2025.

TOWN OF WESTFORD

By: Its Selectboard

Casey Mathieu, Chair and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Westford, in said County, this ____ day of _____, 2025 ,
personally appeared **Casey Mathieu**, Selectboard Chair and Duly Authorized Agent
of the **Town of Westford**, and he acknowledged this instrument, by him signed, to be
his free act and deed and the free act and deed of the **Town of Westford**.

Before me, _____
Notary Public
My Commission Expires: 01/31/27
Commission Number: _____