### SELECTBOARD MEETING June 26, 2025 Draft Minutes

Present:

Pat Haller

Nick Nichols Julia Andrews Deb Jorschick Greg Barrows

Holly Delisle Callie Hamdy Sean Cushing

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 discussion with the Essex Westford School District, added question to the chair of the Common Committee regarding fencing.

### **PUBLIC COMMENT**

**Ben Bornstein** added his thoughts to the Goodrich Trail discussion from the last Selectboard meeting as he was not present. He supported the Board's decision regarding the e911 road name. He reiterated the three court orders that give him and his heirs access to their land off Machia Hill Road. Ben noted some logs across the trail that he had asked to be removed. **P. Haller** asked if he had asked the Conservation Commission about this. Ben had.

Lori Johnson thanked the Selectboard for approving the Common Committee request last meeting. She also thanked the Selectboard for providing the Selectboard packet to the public. She requested that older packets remain available on the website. H. Delisle was trying to limit the number of files kept on the website, which is why she had been replacing it each time. J. Andrews suggested limiting how long packets are left up to save server space. P. Haller thought more information was better, but did not have a specific limit in mind. N. Nichols agreed to keep them online as an archive and suggested revisiting storage limits in the future.

**Dave Gauthier** noted that the physical version of the newsletter was sometimes mailed later than the 1<sup>st</sup> of the month. **C. Hamdy**, Town Clerk, puts together the newsletter. She always intends to mail it prior to the 1<sup>st</sup>, but it is not always possible. The digital version is always on the website before the 1<sup>st</sup>.

### **MINUTES**

**P. Haller** motioned to approve the June 12, 2025 minutes as amended. **J. Andrews** Seconded. Motion passed 4-0.

### FENCING ON TOWN COMMON

At the last Selectboard meeting the Common Committee was approved to use funds for a new split rail fence. **P. Haller** wondered if more fencing was quoted than what is there now. **L. Johnson** explained that the fence had originally been 100 feet, but the ends had deteriorated and are no longer present. They will extend it slightly to prevent access from Cambridge Road.

### **CCRPC UPDATE**

**Ben Bornstein**, Chittenden County Regional Planning Commission (CCRPC) representative, shared that the draft future land use map had been updated with feedback from all over the county, all of which was posted online. He urged everyone to review it

### **ROAD SCHEDULE**

**S. Cushing**, Road Foreman, went over the Road Schedule from June 13, 2025 to June 26, 2025.

Carol Winfield met with Sean regarding installing a Beaver Deceiver on Old #11 Road. P. Haller asked if there was a beaver in that area presently. Sean said no. The Westford Conservation Commission (WCC) offered to help write a grant. H. Delisle suggested Carol and the WCC collaborate if Sean felt comfortable proceeding. P. Haller motioned to authorize the WCC and Carol Winfield to work on the grant application once we know the cost for the Beaver Deceiver. J. Andrews seconded. N. Nichols asked if the grant covered 100% of the costs. C. Winfield explained it was a non-profit group that usually prefers matching funds. Motion passed 4-0.

### FY'25 HIGHWAY BUDGET STATUS REPORT

**G. Barrows**, Treasurer, went over the FY'25 Highway Budget Status Report. The total cost of the skid steer and Harley rake was approximately \$110,000. The Highway Department has enough funds to make the purchases in cash as proposed at the last Selectboard meeting.

### DISCUSSION WITH ESSEX WESTFORD SCHOOL DISTRICT (EWSD)

EWSD had requested a meeting with only the Selectboard Chair and Vice Chair, not the whole Selectboard. **P. Haller** and **C. Mathieu** met with the EWSD School Board Chair. EWSD wanted to brainstorm, but did not want to decide long term plans.

EWSD suggested having a forest school program because of the natural setting which was unique to the Westford community. Richmond has something similar; it could be a magnet for students from inside and outside the district. Pat thought that idea sounded in line with the community. Prior to merging with EWSD, one of the primary visions for the school was to take advantage of its natural setting. EWSD also suggested adding full-day childcare for students that would attend EWSD. EWSD asked for contacts that the new superintendent could reach out to. They offered the Selectboard, Westford PTO, and Lori Miller of the Westford Rec Committee. Lori is also involved with the Essex Tech Center which may tie in with the forest school concept. P. Haller suggested his family since they were neighbors and wanted to help the school remain. Also noted was Marcie Lewis and the WCC. They had no further communication with EWSD after that meeting.

Andre Roy, one of Westford's two representatives to the School Board, noted that Bill H.454 had not yet passed at the time of Pat and Casey's meeting. He encouraged everybody to read the bill and contact their representatives with concerns and questions. In January they will begin talking about the new districts. According to Andre, EWSD is not in compliance with the new district minimums indicated in the bill.

**C. Winfield** asked how a new program, like a forest school, would be funded. One of the main motivations for consolidation of Westford's middle school students was cost. She felt it was counterintuitive to not keep middle school students in Westford but try to start a new program. **P. Haller** said that it had not been thoroughly discussed, but EWSD had thought the forest school would be tuition-based.

### **1705 UPDATE**

### **Preservation Trust Update**

**P. Haller** emailed Jenna at the Preservation Trust who responded to say that a letter would be sent Friday.

### Planning Commission Liaison Appointment for 1705 Project

The Planning Commission appointed Mo Reilly and Max Tyler as Planning Commission Liaisons for 1705. **N. Nichols** thanked them for their willingness to work with the board. The board and **Mo Reilly** discussed the best way to communicate and best practices.

### CONSIDER FUTURE OF TOWN OFFICE BUILDING

- **H. Delisle** said that this topic had been discussed for years, and it was timely now because she and **H. Cism** met with Taylor from CCRPC. He questioned what the Selectboard's plans were for the Town Office. When told the town did not know yet, Taylor indicated that it would be difficult to make plans for 1705 since a Town Office could take up significant space. He recommended the Selectboard decide if a new Town Office is a priority as part of 1705 or otherwise, especially before doing public outreach. If the Selectboard determined that a new building was necessary, Taylor suggested asking Weimann Lamphere (WLA) to do an alternatives analysis for all the town-owned properties to see which site makes the most sense. Taylor also suggested engaging the SE Group for the site plan. They did the site plan for 1705 in 2019 and already had information on the property.
- **P. Haller** noted that previous boards had considered making adjustments to the existing Town Office building, but that became cost prohibitive due to the need for elevators. He recalled that expansion into the Town Office parking lot was not possible because of the existing septic system and wetlands. He agreed that the Board needed to decide what space was needed and whether to expand or build something new. **H. Delisle** asked if the Board would want to reserve space on 1705 for a potential new building. The engineers were still working on the wetland delineation and existing conditions survey. **H. Delisle** recalled the Board asking WLA to provide a single level building design for 1705 planning. That process was one reason for doing a wetland delineation.
- P. Haller recalled that one reason for purchasing 1705 was space for the Town Office expansion or new building. J. Andrews felt it was clear that more space was needed. What WLA proposed could be a \$4 million project. She wanted to give people the space they need for less money, perhaps adding on to the current building if conditions allowed. N. Nichols wondered what space was needed. C. Hamdy. Town Clerk, noted that more vault space was necessary as the vaults will be totally full by some point in 2026. The records stored in the vault must be kept accessible to the public in a fireproof location forever per state statute. Reorganization could increase space for perhaps an additional year but would not be a long-term solution. H. Delisle noted that the estimated septic capacity for the system proposed by Krebs & Lansing would support the library and the new building proposed by WLA.
- L. Johnson thought any cost presented earlier would have increased. She wondered if some things stored in the basement could be discarded. Barb Peck was on the Historical Society board when the town bought the Spiller property in 2012-2013 which was supposed to be the site for the new town office. She was also the committee that looked at the septic system there. She recalled that the Town could not tear down the building without building something new very quickly to grandfather the septic system. She recalled that the Jackson property became available and the Selectboard changed their focus to that. She preferred to renovate because a new building was too expensive. Sheila Franz recalled that the Town could buy the school building back for \$1 if it wasn't a school anymore. She suggested getting some space in the school.

**Mo Reilly** would like to walk the property and see where the wetland delineation is and where the septic system would be. She suggested spray painting things so people can visualize,

because that would be easier for the public. She viewed the properties as a campus; the Library, Town Office, and 1705. She believed public engagement would be important and hard. **P. Haller** believed the Town Office and library must have a septic system. Even if we moved to a different property, we would need a wastewater system on 1705 to be able to sell the existing buildings.

### **CONSIDER PLANNING CONSULTANT CONTRACT**

Ron Rodjenski's contract ends on July 1<sup>st</sup>. H. Delisle and Harmony Cism met with CCRPC regarding the possibility of sharing a Town Planner, but CCRPC felt that was unlikely. Harmony was comfortable with not pursuing a Town Planner for now. Holly will continue investigating a partnership. With 1705 coming up for public engagement, Harmony may apply for a municipal planning grant. She could work with Ron on it as well as project management. Ron provided a draft contract to continue his services. D. Jorschick motioned to sign the contract with Stone Shore Consulting. N. Nichols Seconded. Motion passed 4-0.

### REVIEW DRAFT POLICY: POSTMARKED TAX PAYMENTS POLICY

The Town Office received a tax payment after the due date that had two conflicting date stamps from the post office causing confusion. After research, it was determined that both marks were postmarks, and the earlier dated mark was acceptable. The policy describes what postmarks are, gives visual examples, and gives a solution for when conflicts occur.

**N. Nichols** felt it was easy to get lost in the details and suggested communicating the key points in a way that was easy to understand. **H. Delisle** agreed. She will add it to the website under the treasurer and FAQ pages. **N. Nichols** motioned to adopt the postmark tax return policy as amended. **P. Haller** seconded. Motion passed 4-0.

### **REVIEW FY'25 GENERAL FUND BUDGET STATUS REPORT**

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

### REVIEW YEAR END RESERVE FUND TRANFERS

**D. Jorschick** motioned to approve the year-end reserve fund transfers. **J. Andrews** seconded. Motion passed 4-0.

### REVIEW AND APPROVE ACCOUNTS PAYABLE AND PAYROLL WARRANTS

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

### CORRESPONDENCE

**Dave Lavallee** asked if he could weed/thin around the gardens at 1705 prior to 4<sup>th</sup> of July. He had been given permission and completed the work. The board complimented the work and thanked him. **C. Winfield** asked if the public could use 1705 for parking for 4<sup>th</sup> of July. **P. Haller** did not want to officially authorize it as there were still petroleum stains on the property although he acknowledged this does not prevent people from parking there.

Additional correspondence: **Seth Jensen** sent an email related to the town office discussion, correspondence between **J. Andrews** and **P. Haller** regarding EWSD, and a message from **Michael Hechmer** regarding Maple Tree Lane/Woods Hollow Road traffic concerns. **J. Andrews** asked Holly to see if a CCRPC study was available for that area. **H. Delisle** reached out to CCRPC. The board discussed the site line issues, and potential stop sign locations. It would be added to the future agenda. **H. Delisle** was pursuing a public safety grant from the sheriff's department for fixed solar radar signs. They are relatively expensive, and the traffic

study had recommended two of them. We will not know until October if we will receive the grant.

### COMMUNICATION

There was no communication.

### **EXECUTIVE SESSION**

**P. Haller** moved to find that premature public knowledge of matters relating to personnel would place the Town at a significant disadvantage. **N. Nichols** seconded. Motion passed 4-0.

At 8:28 p.m., **P. Haller** moved to enter executive session for matters of personnel and invited Holly Delisle to attend. **D. Jorschick** seconded. Motion passed 4-0.

At 8:56 p.m., **D. Jorschick** moved to exit executive session. **J. Andrews** seconded. Motion passed 4-0. No action was taken

### **ADJOURN**

The meeting adjourned at 8:56 p.m.

Respectfully Submitted,

Pat Haller Selectboard Vice Chair

Callie Hamdy Minute Clerk

### **GUEST LIST**

Dave Gauthier Ben Bornstein Kim Guidry Ira Allen Lori Johnson Dave Lavallee Lynn Gauthier Becky Roy Carol Winfield Barb Peck Sheila Franz Mo Reilly

Andre Roy

# SPECIAL SELECTBOARD MEETING July 2, 2025 Draft Minutes

		Drait willules
Present:	Pat Haller Nick Nichols	Deb Jorschick
Guests:	Megan Orisko (4th of .	July Volunteer Organizer), Lori Johnson (Common Committee)
The mee Zoom.	ting was called to ord	er at 5:15 p.m. The meeting was held in person and via
for the Ju Megan di younger r number o rotate thre Lori wante vehicles v There we Nick Nich	ly 4th festivities. The curscussed her ideas for the scussed her ideas for the esidents. A background for children using it at one bugh the kids wanting to ed assurance that it would be driving on the resafety concerns regardless made a motion not be seconded the motion.	uld be put up and taken down in a timely manner and that no Common to drop it off.
Meeting A	Adjourned at 5:31 p.m	
		Respectfully Submitted,
		Pat Haller Selectboard Vice Chair
		Maria Barden Minute Clerk
ADOPTE	D THISTH DAY	OF JULY 2025.
WESTFO	RD SELECTBOARD	
Casey Ma	thieu, Chair	Julia Andrews

William "Nick" Nichols

Pat Haller

Deb Sawyer Jorschick

		0.00 (culvert replace) charge (culvert repl	ment w/ changes) acement same length)
т	OWN OF WESTFORD APPLICATION	ON FOR ACCESS PE	RMIT
Applicant Anna Pi	old # 11 Rd Westford		(802)735-7738
Location of Property: 39	56 Old # 11 Rd, Westford	Parcel #	DEEL 025
Intended use of access: (Please check one)	✓ Driveway (single family decomposition of the private Road to serve Commercial Establishme)	welling) homes nt	parcel # is the original property parcel #.
construct an access in a property, located on the Cold Number O. 8 miles (feet or miles) to the applicant agrees to conditions forming a part	•	t of Highways Standard No. 15 (The local cosed access will be local covery Rd.	ds to serve the applicant's name for this road being cated approximately
Dated at Westford	town this 3rd day of	July	_, 20 <u>.25</u> .
Signature of Applicant_(	Innation		<del></del>
control and jurisdiction of from any requirements of agencies. The permit will continue in effect for as I require a new permit. The herein and on the revers application, and then only	ACCESS PER accordance with Title 19, Section 117 fithe Town of Westford. The issuand fistatutes, ordinances, rules and regil be effective upon compliance with ong as the present land use continuous permit is issued subject to the direct of this form and any attachments by when the work is performed as direct 1111(b), V.S.A. of fines of not less the	11(b), V.S.A. relative to ce of this permit does re- ulations administered to such of these requirem es. Any change from to ections, restrictions and pereto, and covers only ected. Violations are su	not release the applicant by other governmental nents as are applicable and he present land use will d conditions contained to the work described in this abject to the penalties set
<ul> <li>DIRECTIONS, RESTRICTIONS AND CONDITIONS:</li> <li>Suitable culvert to be furnished and installed by applicant. Galvanized or plastic pipe at least fifteen inches (15") diameter, thirty feet (30') long, unless other wise instructed by Town Road Forman. Conformance to the enclosed sketch required.</li> <li>Access must be installed according to Section 320 of the Westford Land Use &amp; Development Regulations and as close to a 90 degree angle as possible to</li></ul>			
Culvert: Required	Not required	Initials	Date
Dated at Westford, this _	day of	, 20	·

Town Selectboard Chair

Inspected by \_\_\_\_\_\_ (Road Foreman) Date: \_\_\_\_\_

### Maria Barden

From:

Anna Pigeon <annapigeon925@gmail.com>

Sent:

Thursday, July 3, 2025 2:21 PM

To:

Town Clerk

Subject:

Access permit statement

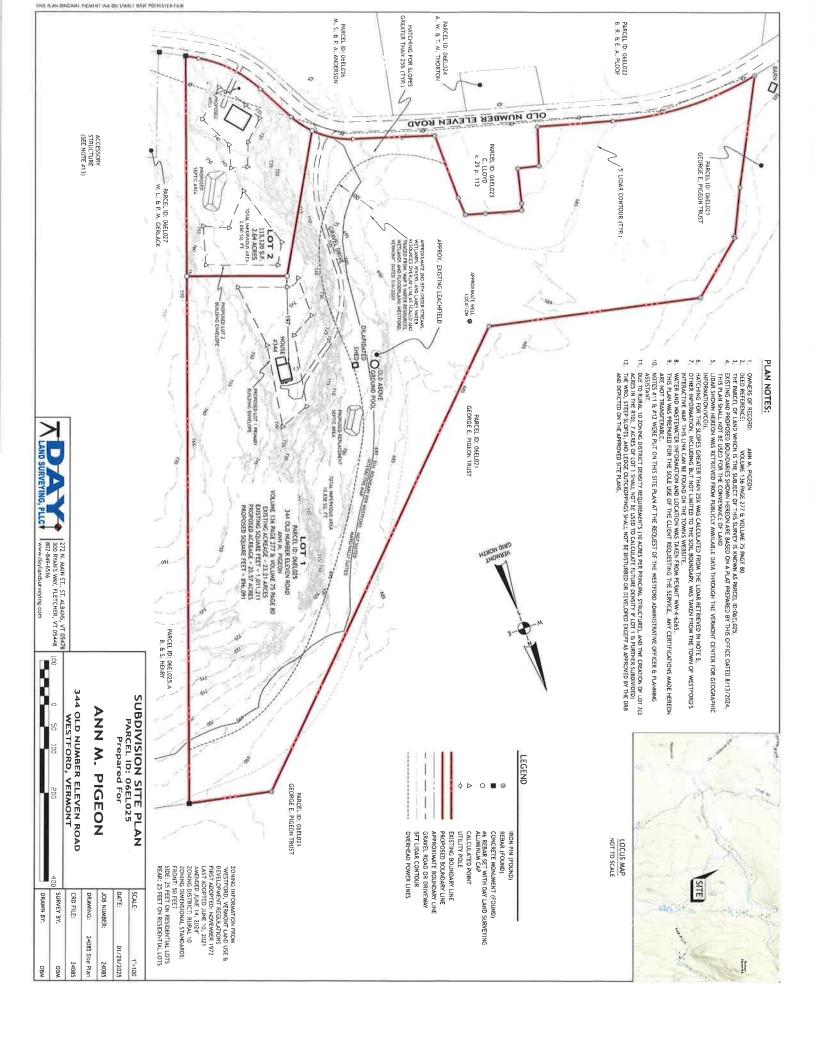
Follow Up Flag:

Follow up

Flag Status:

Completed

Access Statement: This permit is needed because the existing access was never actually permitted, and also because this property will be used as access to a residence, rather than an accessory structure.





19 Gregory Drive, Suite 204 South Burlington, VT 05403

**EMAIL** info@cswd.net **TEL** (802) 872-8100

www.cswd.net

April 25, 2025

Dear Chittenden County Community,

We are writing to let you know about an upcoming change to the Solid Waste Management Fee that CSWD charges licensed haulers for each ton of Chittenden County trash they collect destined for landfill disposal. Beginning July 1, the fee will increase by \$10 per ton. Each hauler will determine how, and whether, any portion of the fee increase will be passed along to their customers. For context, the average household in Chittenden County generates just over one ton of trash per year.

The fee adjustment is necessary for several reasons:

- Investing in Infrastructure: The fee increase will help pay for the construction of a new Materials Recycling Facility in Williston. This will replace our outdated aging facility, expand our processing capacity, improve recycling efficiency, and ensure we can continue to offer top-tier service to Chittenden County well into the future.
- **Bring CSWD to Market Rate**: The current fee has not kept pace with inflation nor kept up with costs specific to the solid waste management industry. This increase brings CSWD up to regional and industry norms.
- Long-Term Sustainability: Going forward, the solid waste management fee will be reviewed annually and adjusted (if needed) based on the U.S. Bureau of Labor Statistics' Consumer Price Index, to ensure long-term financial sustainability through small adjustments rather than sudden large jumps.

The solid waste management fee pays for a variety of CSWD's functions, such as facility updates, administrative requirements like licensing, compliance, and financial reporting, and our education and outreach team. We want to help you make less waste - It's an important part of our mission! If you have questions about recycling, or what to do with food scraps or special materials like clothing or plastic film (e.g. plastic wrap around paper towels), visit us at CSWD.net or give us a call at 802-872-8100. We are always happy to help our community reduce the amount of material that goes to Vermont's one and only landfill.

Thank you for your continued participation in making Chittenden County a cleaner, greener place to live. Together, our individual efforts can make a big difference to this beautiful place we call home.

Sincerely,

Saul Leines

Sarah Reeves, Executive Director

Chittenden Solid Waste District (CSWD)

# Solid Waste Management Fee

\$17.61	1993
\$22.06	2009
\$27.00	2013
\$30.00	2024
\$40.00	2025

aste disposed in the Coventry landfill. he per-ton fee charged to haulers for Chittenden County-generated solid

hose generating lots of trash pay a proportionally larger share.

gulation of Solid Waste with the District. ffective, efficient, economical, and environmentally sound management and he fee is used to help support District activities and facilities to ensure

- Administration, Finance, Compliance, IT, Outreach & Education
- Facility Support (DOCs, ORF, Environmental Depot & Rover, Maintenance & Roll Off)
- Reserve Funds (Capital, Closed Landfill, MRF Project, Operations, Community Clean-Up)

# SWMF - Who Pays?

# All Generators of Solid Waste in Chittenden County

- their customers as a component of the bill. The SWMF is incorporated into the overall fees charged by haulers to
- Haulers are charged the fee at disposal and pass along the cost to customers.
- The average household in Chittenden County generates 1.12 tons of landfilled trash each year, and averages \$50/month (\$600/year) for trash services.
- At \$30/ton, the average household pays \$33.60/year, or \$2.80/month.
- At \$40/ton, the average household will pay \$44.80/year, or \$3.73/month.

verage household he new rate will mean an increase of less than \$1.00/month per

From: Pat Haller

**Sent:** Tuesday, July 1, 2025 5:09 PM **To:** Holly Delisle; Casey Mathieu

**Cc:** selectboard

**Subject:** July 10- Bouncy House Agenda?

Follow Up Flag: Follow up Flag Status: Completed

### Holly and Casey,

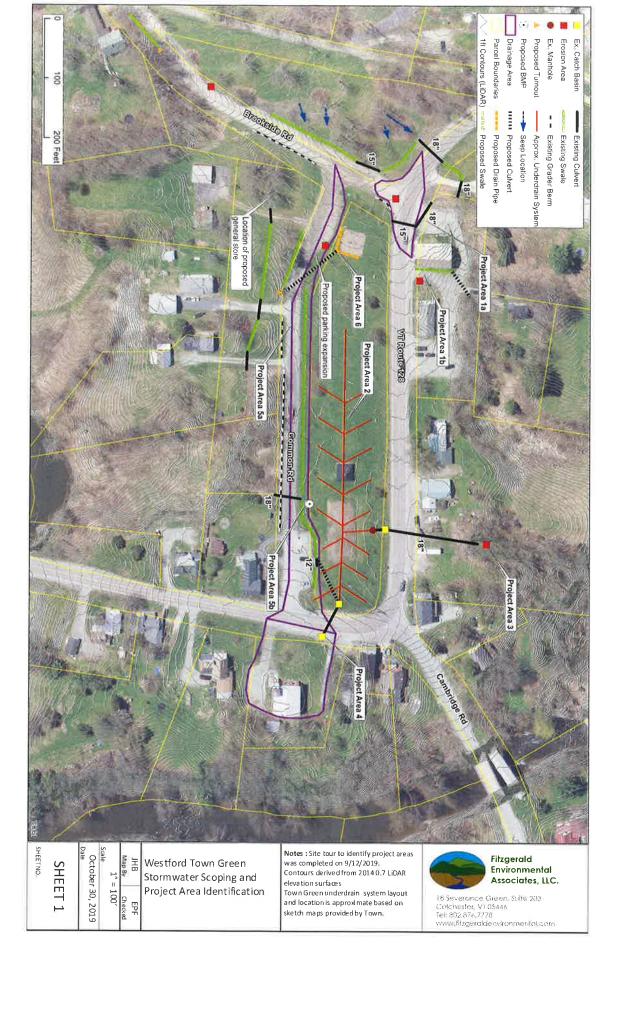
This Bouncy House business is fun, isn't it? In prep for tomorrow's discussion, I started a call to Bouncy House rental places and on the 2<sup>nd</sup> call I connected to a live human at "Bonce Around VT". I began the conversation with our Westford issue re: insurance and asked the gentleman if he has advice, recognizing that they must encounter this all the time...

It was Joe Sinagra! And since he's also to be a guest for July 10 to talk about Meyers Waste hauling, he's also willing to talk Bouncy Houses and what Towns across Vermont do when either the Town rents houses or private people want to rent one but for use on publically owned property. He's willing to switch and put on his Bouncy house business hat for that.

What he told me: There are many Town in VT that manage the liability with special insurance requirements when the town's public spaces are the location for Bouncy House Rentals. They typically include adding the Town as additionally insured and it's part of the public space use agreement. The Town of Shelburne goes further and they simply check in with the few companies that rent them out and yearly make sure that Shelburne is listed as additionally insured, not on a case by case but just Every rental firm lists Shelburne.

So, separate from the July 4 discussion, I'd like to add the topic of *Bouncy House use o the Common on the agenda for July 10* with the goal of us learning about what other Towns do and if we might want to adopt similar policy that could allow us to limit our liability while letting those that rent from these organizations to enjoy using the Common for such purposes.

Sincerely, Pat



From:

Lozier, Cory <Cory.Lozier@vermont.gov>

Sent:

Tuesday, July 1, 2025 8:07 PM

To: Cc: TownAdmin Munson, Debra

Subject:

RE: Patrol in Westford, VT

Follow Up Flag: Flag Status:

Follow up Flagged

Holly,

My name is Cory Lozier and I am the Station Commander with VSP in Williston. Quick answer, yes, one of my patrol commanders or I will attend the meeting Thursday, if needed. What time?

In the meantime, the Williston barracks will do the best we can increasing our patrol in Westford and on route 128. I already shared the information you provided to my entire barracks. Effective immediately, I'll have my night shift patrol work the area, when they are free from other calls of service.

Additionally, to our patrols, my first other thought or suggestion would be for the select board/town to ask the contracted Deputy Sheriff, when possible, to flex his patrol schedule into the early evening hours and sit in the known trouble areas as well. In my experience, motorists seeing a cruiser at different times of the day could possibly deter the aggressive driving.

Thank you for passing this along and please never hesitate to reach out to me directly. We'll discuss this further very soon.

Take care.

Lieutenant Cory Lozier Station Commander Vermont State Police – Williston 3294 St. George road Williston, VT 05495 802-878-7111 518-569-7781 (cell) cory.lozier@vermont.gov

From: TownAdmin < townadmin@westfordvt.us>

Sent: Tuesday, July 1, 2025 10:03:49 AM

To: Gamelin, Daniel < Daniel. Gamelin@vermont.gov>; Welch, Brian < Brian. Welch@vermont.gov>; Munson, Debra

<Debra.Munson@vermont.gov>

Cc: selectboard <selectboard@westfordvt.us>

Subject: Patrol in Westford, VT

**EXTERNAL SENDER:** Do not open attachments or click on links unless you recognize and trust the sender.

Good morning, Dan, Brian, and Debra,

From: TownAdmin

**Sent:** Tuesday, July 1, 2025 10:04 AM

**To:** Gamelin, Daniel; Welch, Brian; debra.munson@vermont.gov

**Cc:** selectboard

**Subject:** Patrol in Westford, VT

Good morning, Dan, Brian, and Debra,

I am reaching out on behalf of the Westford Selectboard to invite you (or a representative) to a Selectboard meeting on the evening of Thursday, July 10<sup>th</sup>. Patrol in Westford will be discussed, specifically on Route 128, in the evenings/overnight.

The Selectboard has received several complaints of vehicles traveling at high speeds and driving erratically and/or recklessly in the evening hours or later at night. Reports appear to reference the same vehicle, a silver Kia sedan operated by a young man who lives on North Road in Westford and frequently returns home after dark. The Selectboard has contacted the young man's family who share their concerns about his driving.

### Reported incidents include:

- Driving with headlights off at high speeds in the dark
- Tailgating vehicles in the dark while flashing headlights on and off
- Passing vehicles at high speeds within the Westford town center at night and with headlights off.
- Failing to stop at STOP sign at Cambridge Road and Route 128 while going so fast that they almost lost control of the vehicle as they passed through the Town Center towards Fairfax at around 8pm.
- Passing vehicles into oncoming traffic

The Selectboard is very concerned that, if this behavior continues, someone is going to be severely injured or killed. They will request patrol in the evening/overnight hours along the Westford stretch of Route 128 in hope to apprehend this driver or others who may be accustomed reduced Police presence after our contracted Deputy Sheriff, Brian Welch, ends his patrol for the evening.

Kindly reply with your availability for July 10<sup>th</sup> evening, and any other information you'd like to request beforehand.

Thank you,

### Holly Deliste (She/her)

Town Administrator, Westford 1713 VT Route 128 Westford, VT 05494 (802)878-4587 www.westfordvt.us

This email message, along with any response or reply, is considered a public record, and thus, subject to disclosure under the Vermont Public Records Law (1 V.S.A. §§ 315-320).

From: Kirsten Tyler <kirstenbeat@gmail.com>
Sent: Wednesday, July 2, 2025 3:29 PM

To: TownAdmin

Cc:Conservation CommissionSubject:WCC apply for DRB fees waiver

**Attachments:** WCC\_DevelopmentReviewApplication\_7.1.2025.pdf;

WCC\_proposedbridge\_projectdescription.docx

Follow Up Flag: Follow up Flag Status: Completed

Hi Holly,

WCC is applying for a conditional use permit for a bridge in Misty Meadows. The bridge is in the water overlay district so we need to jump through a number of hoops. The fees are pretty expensive so we'd like to get on a SB agenda to formally request a waiver for the fees. The first DRB meeting date is August 11, so no rush on that waiver agenda item.

I've attached the application here for your reference. It's not the 'final' project description (Harmony might have comments or suggested edits) but it will do for this purpose.

Let me know if you need more info.

Thanks, Kirsten July 1, 2025

Town of Westford 1718 Route 128 Westford, VT 05494

Re: Riverside North Bridge

To Whom It May Concern:

The Westford Conservation Commission (WCC) proposes to reroute the existing Riverside North Trail and build and install a puncheon (bridge) in Misty Meadows Town Forest (School Trails) which is consistently wet. Moving the trail to higher ground would alleviate flooding issues.

The new route will be a distance of 200' and would bring the Riverside North Trail closer to the Browns River. It would require building and installing a 3.5' x 22' bridge across one section where a small stream drains into the Browns. The bridge would be about 8 feet from the river, running alongside it. The bridge will be anchored with four 4x4 corner posts in the ground. The new route and bridge will be used by recreators in the Misty Meadows Town Forest.

The project is proposed to start in September 2025 and be completed by November 2025. It will be completed by members of the WCC during daylight hours.

The project will conform to all applicable zoning requirements. The project will meet all performance standards in Section 330. The project will meet development review criteria for site plan and conditional use.

Four maps are attached with a box to designate location of the proposed bridge. The trail map indicates where on the trail the bridge will be located. The CCRPC maps indicate soil type (prime or statewide), forest blocks, contours, flood overlay, and zoning. They are labeled as such. There are no deer wintering areas, uncommon species or features, no significant natural communities, no threatened or endangered species, and no wetlands in the location of the proposed bridge.

Please contact Kirsten Tyler (WCC Chair) with questions or if you need further information.

Kirsten kirstenbeat@gmail.com

### **DEVELOPMENT REVIEW APPLICATION**

Check all that apply:	
<ul> <li>□ Appeal</li> <li>□ Boundary Line Adjustment</li> <li>☑ Conditional Use</li> <li>□ Conditional Use Amendment</li> <li>□ Planned Unit Development</li> <li>□ Site Plan</li> </ul>	<ul> <li>Site Plan Amendment</li> <li>Subdivision</li> <li>Sketch □ Preliminary □ Final</li> <li>Subdivision Amendment</li> <li>Variance</li> <li>Waiver</li> </ul>
Owner(s): Town of Westford	
Mailing Address: 1713 Vermont Route 128, Westfor	rd, VT 05494
Phone Number(s): Daytime <u>(802)</u> 878-4587	Evening: NA
Email: townclerk@westfordvt.us	
Applicant(s), if different from owner: Kirsten Tyl	er, Westford Conservation Commission
Mailing Address: Westford Conservation Commission	on, 1713 Vermont Route 128, Westford, VT 05494
Phone Number(s): Daytime: <u>(617)</u> 974-6103	Evening: <u>(</u> 617) 974-6103
Email: westfordcc@googlegroups.com	
Consultant: NA	Phone Number:
Mailing Address:	
Email:	
Engineer / Site Tech: <u>NA</u>	Phone Number:
Mailing Address:	
Email:	
Surveyor: NA	Phone Number:
Mailing Address:	
Email:	

Location of Property: 146 Brookside Rd: Misty Meadows Town Forest
Existing Use/Permit(s): Recreation
Proposed Use: Recreation
Project Description (if necessary, attach a brief narrative to describe more fully):
Attached.
<del></del>
# of Acres: Zoning District(s): DC NV DR3 DR5 DR10
Form Based Code Transect(s): □ T5 □ T4 □ T3 ☑ T2
Tax Parcel # Deed Book/Page # Survey Map #
Is the Water Resource Overlay District present on the property? 🗵 Yes 🗆 No 🗇 Unsure
Is the <b>Flood Hazard Overlay District</b> present on the property?
Are <b>Steep Slopes</b> (25% or greater) present on the property? <b>☑</b> Yes ☐ No ☐ Unsure
Are Ledge Outcroppings present on the property?   Yes  No  Unsure
Are Significant Natural Resources present on the property? ☑ Yes ☐ No ☐ Unsure

### **OWNER / APPLICANT ACKNOWLEDGEMENTS**

By signing this form, the owners and applicant acknowledges that they understand and accept the following:

**STATE & FEDERAL REGULATIONS MAY APPLY.** Applicant should understand that state and federal regulations apply to many projects. It is the obligation of the Owner/Applicant to identify, apply for, and obtain required state and federal permits for this project.

**PRIVATE AGREEMENTS MAY APPLY.** Private agreements may apply. Owner/Applicant should be aware that covenants, deed restrictions, easements and similar private agreements affect many projects. It is the obligation of the Owner/Applicant to identify and abide by any private agreements in effect.

**BURDEN OF PROOF.** Owner/Applicant should understand that the burden of demonstrating compliance with the Westford Land Use & Development Regulations rests with them. Be sure to understand the relevant requirements of the Westford Land Use & Development Regulations before submitting a permit application.

**REPRESENTATIONS ARE BINDING.** All representations made on application forms and checklists, and in the drawings and other materials that accompany the application, are binding.

**FAILURE TO COMPLY.** Failure to comply with any approvals is a violation of the regulations and approvals and is subject to enforcement. A fine may be imposed and you may be required to remove work and/or uses that are not in accord with regulations and approvals.

I hereby attest that the information contained within this application is true and accurate to the best of my knowledge and I understand the above acknowledgements.

Owner(s) Signature:	Date:
Applicant(s) Signature:	Date:

<u>SUBMIT</u> a completed <u>Development Review Application</u>, the appropriate completed <u>Application</u> <u>Requirement Checklist(s)</u>, documentation required per the <u>Development Review Checklist(s)</u> and appropriate fee.

The **WESTFORD LAND USE & DEVELOPMENT REGULATIONS** can be viewed at <a href="https://westfordvt.us/documents/planning-zoning/">https://westfordvt.us/documents/planning-zoning/</a> or viewed/purchased at the Town Offices.

If you have **QUESTIONS**, please contact:

Harmony Cism, Administrative Officer & Planning Coordinator, at 878-4587 or zoning admin@westfordvt.us.

### \*\*\*FOR AMINISTRATIVE USE\*\*\*

Date Received:	Fee Received:	Hearing Date(s):
Permit: Approved	d □□Denied	
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Winooski, Vermont 05404-2109 802-846-4490 www.ccrpcvt.org

### TECHNICAL MEMORANDUM

TO: Nanette Rogers, Town Administrator, Westford

FROM: Sai Kumar Sarepalli, P.E.; CCRPC

DATE: 08/16/2023

RE: Intersection Safety Analysis of Phelps Road, and Maple Tree Lane at Woods Hollow Road

### Introduction

The Town of Westford requested the Chittenden County Regional Planning Commission (CCRPC) staff to evaluate existing traffic conditions, sight distance and safety concerns at two intersections along Woods Hollow Road at Phelps Road and Maple Tree Lane and provide recommendations for improving safety for all road users at the study intersections.

### **Existing Conditions**

Maple Tree Lane and Woods Hollow Road are classified by the state as Class II Town Highways and functionally classified as Rural Minor Collector, whereas Phelps Road is classified as Class III Town Highway and functionally classified as a Local Road. The posted speed limit on these roads is 35 mph. Woods Hollow Road is a major commuter route traveling north-south connecting the Town of Essex and Westford. The CCRPC staff installed Automatic Traffic Recorders (ATRs) on Woods Hollow Road north of Manley Road to collect traffic volume and speed data. Data were collected between June 17, 2023 and June 23, 2023. Figure 1 shows the study area and ATR locations.

### Speed and Volume Data

Table 1 below shows a summary of speed and volume data collected on Woods Hollow Road.

Table 1: Speed and Volume Data on Woods Hollow Road

	Woods Hollow Road
85 <sup>th</sup> Percentile Speed	36 mph – Northbound
(mph)	43 mph – Southbound
Average Speed	30 mph – Northbound
	38 mph - Southbound
Posted Speed Limit (mph)	35 mph
Average Daily Traffic (ADT)	501 vehicles per day

the intersections of Phelps Road and Wood Hollow Road, and Maple Tree Lane and Woods Hollow Road, respectively.



Figure 6: Sight Triangle legs at Phelps and Woods Hollow Road



Figure 7: Sight Triangle legs at Maple Tree Ln and Woods Hollow Road

From the field survey, the available clear sight distance of oncoming vehicles from left is 200 ft for the Phelps Road approach, and 225 ft for the Maple Treen Lane approach which is less than the recommended distance of 390 ft for turning left from the STOP sign. A clear sight distance of at least 335 ft should be available for the right-turning maneuver from the STOP sign. A clear sight distance of 400 ft is available from both Phelps Road and Maple Tree Lane approaches to view oncoming vehicles from right. Motorists stopped at the STOP signs at both intersections do not have adequate clear sight distance of oncoming vehicles from left to make a safe either left or right turning maneuver. As seen from Figures 2 through 5, the presence of vegetation, road vertical grade and geometry on the northbound approach obstruct the clear sight distance for motorists turning left and right from the STOP sign. As mentioned earlier, drivers at both intersections are slowly proceeding to the edge of pavement for a better view of oncoming traffic from left before entering the intersection.

### **Conclusion and Recommendations**

It is evident from the sight triangle figures and field observations, shown above, that vehicles stopped at STOP sign at both study intersections do not have adequate clear sight distance of oncoming vehicles from left which can pose a safety hazard while making left-turn and right-turn maneuvers.

Based on the field survey, observations, and intersection sight distance evaluation, the following are the recommended mitigation measures to improve sight distance and safety of motorists in all travel directions at both intersections.

- 1. Remove, clear or trim vegetation along Woods Hollow Road to improve sight distance in both travel directions.
- 2. Install a Curve Ahead warning sign supplemented with a 20 mph advisory speed limit sign on the northbound approach (Woods Hollow Road) approximately 400 ft from the Phelps Road approach. See Figure 8 below for an example. The bottom of the advisory speed plaque should be at least 4 ft from the road surface.



Figure 8: Curve Ahead supplemented with a 20-mph advisory speed limit plaque

3. Install a Radar Speed feedback sign supplemented with a 20-mph advisory speed limit plaque on the northbound approach, Woods Hollow Road, approximately 300 ft from the Phelps Road approach.



4. Relocate the Intersection Ahead warning sign, see Figure 9, on Woods Hollow approximately 400 ft from the Maple Tree Lane intersection and increase the height of the sign for better visibility.



Figure 9: Existing Intersection Warning Sign

5. Install a supplemental street name "Maple Tree Lane" plaque on the Intersection Ahead warning sign, as shown below. The bottom of the street name plaque should be at least 5 ft from the road surface.



6. Install a Radar Speed Feedback Sign supplemented by a 20-mph advisory speed limit plaque on the northbound approach, Woods Hollow Road, at least 300 ft from Maple Tree Lane.



- 7. Actual sign placement and speed feedback sign locations should be surveyed and verified in the field.
- 8. Conduct an intersection realignment feasibility study to evaluate options like re-grading the northbound approaches of Woods Hollow Road, and/or raise the intersections to improve sight distances at both study intersections.
- 9. Monitor traffic volume on Woods Hollow Road, Phelps Road, and Maple Tree Lane periodically and reevaluate safety conditions as needed.

### **End of Memo**

From:

Sai Sarepalli <SSarepalli@ccrpcvt.org>

Sent: To:

Tuesday, July 1, 2025 11:34 AM

Subject:

TownAdmin; Eleni Churchill RE: STOP Sign Question

Hello Holly,

To evaluate an intersection for an all-way stop control, we need to run an all-way stop sign warrant analysis and we need 12 hours turning movement count at the intersection. At the time of the safety analysis study, turning movement count data were not available and therefore, we did not perform an all-way stop control warrant analysis. The recommendation of installing a 20 mph warning speed sign on Woods Hollow Road is to warn motorists to slow down at the intersections.

If the Town would like to pursue an all-way STOP control at the intersection, then please send a request for a technical study to Eleni, similar to the Old #11 and Covey Rd intersection study, and we would be happy to investigate. Technical assistance request can be made at any time of the year and does not have to be a part of the UPWP.

Let me know if you have any further questions.

Thanks.

Sai

\*\*\*\*\*\*\*\*\*\*\*\*

### Sai Kumar Sarepalli, P.E. (he/him/his)

Senior Transportation Planning Engineer
Chittenden County Regional Planning Commission

Direct Line: (802) 861-0134

www.ccrpcvt.org

Please be advised that your email communication with CCRPC staff, including any attachments, are considered public record and may be subject to disclosure under the Vermont Open Public Records Act or other applicable public disclosure laws.

From: TownAdmin < townadmin@westfordvt.us>

Sent: Thursday, June 26, 2025 5:22 PM

To: Sai Sarepalli <SSarepalli@ccrpcvt.org>; Eleni Churchill <echurchill@ccrpcvt.org>

Subject: STOP Sign Question

Hi Sai and Elani,

I have attached the 2023 STOP Sign Analysis that was done for Maple Tree Ln and Phelps Rd intersections with Woods Hollow Rd. I noticed that none of the recommended actions included adding STOP signs for Woods Hollow Rd traffic at those intersections. Was that out of scope for the study or was there another reason why STOP sign(s) were not recommended? A resident specifically asked for a STOP sign to be placed to force Woods Hollow traffic to stop at the Maple Tree Lane intersection.

Any guidance about the process for adding a STOP sign, generally, would be helpful. I know we are doing an analysis of an intersection on Old #11 this year, but is that sort of study completely necessary before a STOP sign can be placed at an intersection?

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### 2025-2026 MUNICIPAL TAX RATE CALCULATION

**Municipal Tax Rate** FY26 Approved Budget \$ 2,307,234.00 Grand List \$ 4,582,498.00 Town \$ 0.21708885 Highway \$ 0.21822306 Total Municipal Rate \$ 0.43531190 Proposed Tax Rate (rounded) \$ 0.4353 **Location Agreement Rate** Official Education Homestead Tax Rate \$ Official Education Non-Homestead Tax Rate \$ Veterans Exemptions (Grand List Value) \$ 5,400.00 Farm Stabilization (Grand List Value) \$ 9,462.00 Tax to be Recovered \$ Grand List \$ 4,581,253.00 Local Agreement Rate \$ Proposed Local Agreement Rate (rounded) \$ PROPOSED FINAL MUNICIPAL TAX RATE \$ The above tax rate has been approved by the Selectboard on  $\_$ Casey Mathieu, Selectboard Chair Gregory Barrows, Treasurer Holly Deliste, Town Administrator

## Sullivan, Powers & Co., P.C.

Certified Public Accountants

77 Barre Street P.O. Box 947 Montpelier, VT 05601 802/223-2352 www.sullivanpowers.com

Richard J. Brigham, CPA Chad A. Hewitt, CPA Jordon M. Plummer, CPA VT Lic. #92-000180

June 1, 2025

Selectboard Town of Westford 1713 Route 128 Westford, VT 05494

This letter is to confirm our understanding of the terms and objectives of our engagement.

### AUDIT SCOPE AND OBJECTIVES

We will audit the modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Westford, Vermont as of and for the year ended June 30, 2025.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Statement of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balance – Budget and Actual - Budgetary Basis – General Fund
- Statement of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balance Budget and Actual Highway Fund
   Combining Schedule of Medical Grant Grant
- Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Governmental Funds
- 4. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances Non-Major Governmental Funds
- 5. Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances Non-Major Special Revenue Funds
- Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances – Non-Major Special Revenue Funds
   Combining Schedule of Modified Cash Basis Funds
- Combining Schedule of Modified Cash Basis Assets, Liabilities and Fund Balances – Non-Major Capital Projects Funds
- 8. Combining Schedule of Cash Receipts, Cash Disbursements and Changes in Modified Cash Basis Fund Balances Non-Major Capital Projects Funds

  9. Combining Schedule of Filtering Schedule of Schedule of
- 9. Combining Schedule of Fiduciary Modified Cash Basis Net Position Custodial Funds
- Combining Schedule of Changes in Fiduciary Modified Cash Basis Net Position – Custodial Funds

June 1, 2025

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government

# AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Westford, Vermont and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning.

. Management override of controls.

Our audit of the financial statements does not relieve you of your responsibilities.

# AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government

# AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the government's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to "Government Auditing Standards."

### OTHER SERVICES

We will also assist in preparing the financial statements and related notes of the Town of Westford, Vermont in conformity with the modified cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

# RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management regulations, contracts, and grant agreements. You are also responsible for the selection and statements and all accompanying information in conformity with the modified cash basis of accounting and for compliance with applicable laws and regulations and the provisions of contracts

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three information of which you are also responsible for providing us with (1) access to all financial statements, such as records, documentation, identification of all related parties and all may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or employees, grantors, regulators, or others. In addition, you are responsible for identifying and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with the modified cash basis of accounting. You indicates that we have reported on, the supplementary information in any document that contains, and audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You responsibilities include acknowledging to us in the written representation letter than the date the supplementary information in accordance with form and content, is fairly presented in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this findings and recommendations resulting from those audits, attestation engagements, performance audits, and other studies. You are also responsible for providing management's views on our current report, and for the timing and format for providing that information.

-6-

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information the original document.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Sullivan, Powers & Company, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

### REPORTING

We will issue a written report upon completion of our audit of the Town of Westford, Vermont's financial statements. Our report will be addressed to the Selectboard. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent from completing the audit or forming an opinion on the financial statements, we retain the right to opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by "Government Auditing Standards". The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Westford, Vermont's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with "Government Auditing Standards" in considering the Town of Westford, Vermont's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Westford, Vermont is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in "Government Auditing Standards" may not satisfy the relevant legal, regulatory, or contractual requirements.

## **AUDIT ADMINISTRATION**

Richard Brigham, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will provide copies of our reports to the Town of Westford, Vermont; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations as requested on a timely basis. Some of our audit procedures may be performed remotely. As a result, your employees will need to send any requested information to us electronically through secure sites and/or allow us to view it utilizing available videoconferencing technology. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do and hinder our ability to complete the engagement within the established deadlines and result in an increase in our fees over our original fee estimate.

The audit documentation for this engagement is our property and constitutes confidential information. However, subject to applicable laws or regulations, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to against such obligations.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform us before entering into any substantive employment discussions with any of our personnel.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, proprietary information.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material written amendment to this letter, signed by all of the parties.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### FEE ARRANGEMENTS

Based on our knowledge of your programs and accounting system and the current regulations and guidelines, we have determined that the audit services can be performed for a fee of our commencing fieldwork.

Our fee for any other accounting services we provide will be based on the time of the individuals performing the services at our standard hourly rates plus out-of-pocket expenses.

Our procedure is to bill on a progress basis for work performed to date. Invoices are payable upon receipt. A finance charge of one percent (1%) per month will be charged on balances over thirty (30) days.

# GENERAL CONDITIONS

We are prepared to commence work as soon as formally engaged. We will submit a draft audit report for review and acceptance prior to the final reports being issued. We will issue the final reports within one (1) week of your approval of the draft report but no later than November 1 provided that the books are closed and reconciled and our to-do list is completed by August 1.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is to destroying the audit documentation.

If the terms are acceptable to you and the services are in accordance with your requirements, please sign in the space provided and return an executed copy of this letter to us.

Respectfully submitted,

Sullivan, Powers & Co.

SULLIVAN, POWERS & CO. Certified Public Accountants

by you and letter.	We understand that the fee arrangements.	he purpose of this letter is to clarify the services to be performed. We hereby confirm to you that we agree to the contents of this
		- The state of this
Dated:		