

**RICHMOND SELECTBOARD MEETING**  
**April 4, 2016 MINUTES**

Members Present: David Sander, Chair; Ellen Kane, Vice Chair; Lincoln Bressor; Bard Hill;  
Steve May

Others Present: Paul Bohne, Interim Town Manager; Niels Rinehart, Minutes; Ruth Miller for  
MMCTV Comcast 15; Macy O'Neil; Harriet Riggs; Catherine Riggs; Craig and  
Janet Metz; Bob Reap; Gabriel Furman; Kyle Werner; Shannin Miksek; Brad  
Washburn; Cara and Bruce LaBounty; Betsy Emerson; David and Fran  
Thomas; Mary Houle; Karen Yaggy; Bruce and Sheila Bailey; Jordan  
Matheison; Heaven Chartier; Casey McCormick; Josi Kytly; Brendan O'Reilly;  
Deruse Noble; Brad Worthen; Paul Hauf; Paula Sue Sawyers; Marie LB  
Thomas; C. Jane Landingham; Connie Bona; Harriet Riggs; Chris Granda

Sander called the meeting to order at 7:00 pm.

**Welcome and Public Comment**

Ellen Kane Sander offered a motion to add under Section 2, Item d, Approval of Green Mountain  
Engineering Streetscape Agreement, seconded by Lincoln Bressor, and the motion carried 5-0.

Sander welcomed everyone and said that the Board has a lot to cover and he asked if people who  
wanted to speak could please restrict their comments to two minutes or less. Sander asked if anyone  
would like to make a statement and Mary Houle produced an article from the Burlington Free Press  
discussing the limited funds available, illustrating that only about \$300,000 are available for the whole  
state.

Bard Hill offered a motion to place the GME Streetscape Agreement upfront on the agenda to the first  
item (1a), seconded by Steve May, and the motion carried 5-0.

**Approve GME Streetscape Agreement**

Washburn introduced the agreement for GME to do the East Main Streetscape project. The project  
will include water and sewerage drainage work, followed by repaving by the state in 2019 and 2020  
and includes sidewalk improvements. The present agreement is to begin the engineering work and to  
start the final design and permitting process for potential construction next year. The fee is \$27,823,  
money that has already been approved by the Town.

Hill offered a motion to approve the GME Streetscape Agreement, seconded by Kane, and the motion  
carried 5-0.

Sander asked if GME was looking for anyone in particular from the Town or the Board to sign. Paul  
Bohne said that the Chair or the Town Manager could sign it. Sander also asked if the contact person  
was Geoffrey Urbanik or Bohne. Washburn said that the point of contact could be listed as the Town  
Manager.

**Summery Highway Work Plan; Grants for Review & Action**

Peter Gosselin gave an overview of the coming work season. In April they are sweeping sidewalks  
and the village. They will then begin brush-cutting on a couple roads by mid-April, followed by ditch  
work on Snipe Island road. Line stripping will be done in May and they will install an underdrain  
system on Hillview Road as well as work on the blacktop on Cemetery Road. They will also be stone-  
lining some of the ditches up there as well. They will begin roadside mowing in June, continuing  
through October. In August they will complete ditch work on Hillview Road and Snipe Island Road in  
preparation for the gravel that will be coming in August. They will also add a gravel course to Snipe

1 Island Road. The latter project was work scheduled for last year but that was not completed. In July  
2 they will finish excavation work on Hillview Road and get the road prepped for new fabric and gravel  
3 course. In August they will start on the fabric and gravel work for Hillview and Christmas Hill Roads.  
4 In September they will continue on the gravel cycle and start bringing in sand in preparation for the  
5 winter. In October they will finish all the winter sand stock piling and get all town property  
6 maintenance work done. Changes could happen given grants and weather events.

7  
8 Gosselin discussed applications for three grants. The Better Back Roads Grant has a maximum cap  
9 of \$40,000 and is limited to structures under 36-inches in diameter. Gosselin discussed a section of  
10 storm drain running from the traffic light to the railroad for 520 feet that will soon be failing. To open it  
11 up with an excavation could cost about \$135,000. However, they received a quote from Green  
12 Mountain Pipeline, saying that they could cure it in place for \$47,000 and that this job would have the  
13 same lifespan as replacing the whole system. Gosselin said he will need a signature by April 15<sup>th</sup> from  
14 either the Town Manager or the Board. Steve May asked about the \$7,000 gap between the grant  
15 and the expected cost and Gosselin said that there is a reserve account from this winter, since less  
16 than expected work was required, that could be applied to this project.

17  
18 Kane made the motion to authorize Peter Gosselin to apply for the grant for the culvert  
19 repair/replacement, Hill seconded, and the motion passed 5-0.

20  
21 Sander asked about summer maintenance that results in the road becoming built up such that the  
22 guard rail becomes lower. Gosselin said that they pull the guard rails up.

23  
24 Gosselin said that they want to apply for the Class II Roadway Grant for repairs along Hunting Road  
25 running from the bridge to the Town of Huntington. The grant will include 445 feet of shoulder repair  
26 and guard rail removal and replacement at the Bates Farm location on the south end of Hillview  
27 Road. They hope to shim the entire surface of the road and place a new wear-course on it as well as  
28 crushed asphalt shoulders. The entire project cannot be completed in a summer and would cost a  
29 total of \$581,000. The grant maxes out at \$175,000 so they'd put together whatever money they get  
30 with retrieval funds and then stop at that point. He explained that they would start the work the Iron  
31 Bridge and then go as far as they could, covering the worst portions of the road. The road base was  
32 completely rebuilt in 1999.

33  
34 Sander made a motion to authorize Gosselin to apply for the Class II Roadway Grant, Kane  
35 seconded, and the motion passed 5-0.

36  
37 Gosselin said that they want to apply for the State Structures Grant, a grant that would cover culverts  
38 36-inch in diameter or greater. Gosselin said that they looked for culverts that are undersized or have  
39 major deficiencies. The Collins Mountain Road is too small and so they will change it from a 48-inch  
40 culvert to 112-by-75 inch culvert. This change will double the hydraulics that will go through that  
41 crossing. The project will involve a temporary bypass. The maximum cost would be \$169,500 and the  
42 grant maxes out at \$175,000. The Town could use the Bridge and Culvert reserve for matching funds.

43  
44 Kane made a motion to authorize Gosselin to apply for the State Structures Grant, Hill seconded and  
45 the motion passed by 5-0.

#### 46 47 **Report/Discussion of Creamery Project**

48 Paul Bohne began the discussion with a history of the Creamery. Craig Caswell was the previous  
49 owner. Buttermilk Inc. entered into an agreement about 14 months ago with Caswell and developed a  
50 plan that was vetted by the community through public hearings. The Town agreed to submit an  
51 application for Brownfields money. There is approximately \$750,000 of HUD money available.  
52 Buttermilk went through the numerous processes required to assess the property. Anne O'Brien and  
53 the Richmond Seniors Center had discussed plans to be a part of that project. The option on the  
54 property was up on March 15<sup>th</sup> with the idea that the closing would occur on April 1<sup>st</sup>. As of March 15<sup>th</sup>  
55 the Environmental Review was the final task that had to be completed, a process that could take as

1 long as two months. Buttermilk asked Caswell for an extension so they could complete the review  
2 and then close on the property. Caswell however was not communicating with Buttermilk. The State  
3 and the Town communicated with Caswell's attorney to find out why communication had stopped and  
4 how to start it up again. Then on Friday last week, O'Brien wrote to the Town to say that the Senior  
5 Center had purchased the property for \$125,000 with \$50,000 cash and Caswell taking back \$75,000  
6 as a mortgage. So the ownership now is Richmond Senior Center, Inc. and with that comes all the  
7 liability. The Town received the grant for \$500,000 in February and has until September 1<sup>st</sup> to carry  
8 out the conditions of the grant. The Town can then receive an offer of a grant agreement which tells  
9 about the relationship between the State and the Town, and the Town at that point would have a sub-  
10 grant agreement with Buttermilk. However with the change in ownership, Buttermilk no longer has  
11 any position in the process. The grant is still in place but it is in place for the project that was shown to  
12 the Town and was presented to the staff at the Community Development Department. It was then  
13 taken to their Board (CDGB) and vetted and approved by them. The CDGB was supporting a specific  
14 project. If by September 1<sup>st</sup> the Town does not fulfill its obligations then they'd have to go back to the  
15 CDGB. Unless it is similar to what they approved, then they are unlikely to approve an extension of  
16 that grant. So therefore that grant money would be gone and it's not something that can be turned  
17 over to a new entity. Therefore the project would have to start from scratch, including all the hearing  
18 processes and it would then have to go to the CDGB for vetting. The Deputy Commissioner said the  
19 next time they could consider this at the Board level would be in October. In the meantime the Town  
20 would have to agree that there is a project that the Town supports, go through the hearing processes,  
21 and then create a new application. Bohne doesn't think staff would have the time to work through it,  
22 so it would have to be done by an outside agency. If the process is gone through as agreed to, then  
23 liability does not continue to future owners. There are a number of questions to answer. The  
24 Richmond Senior Center has the liability. The owner of a contaminated property cannot use Federal  
25 funds for their own betterment. The benefit goes to the person willing to develop the property. Since  
26 the Senior Center is the owner, can they have the benefit of the property? The grant cannot be used  
27 unless Buttermilk picks the project back up, otherwise it starts over.

28  
29 Kane said that a lot of people have been a part of the process and that it was her hope that there  
30 could be a solution. The number one goal is to get it cleaned up for commercial development and  
31 housing. Changes were made in zoning to make the property more attractive to a developer for  
32 housing. It has to become safe, it's the last available commercial property in the town. She is hopeful  
33 that some of the miscommunication that has run through the process can be resolved tonight.

34  
35 Sander explained that the parcel is not all developable and so it is important to take into consideration  
36 how to make the smaller property developable. Sander explained that the wetlands delineation  
37 moved the developable line about 50 feet to the northwest.

38  
39 O'Brien came forward to present to the Board. She explained that the Senior Center received a call  
40 from Caswell that the date had passed for Buttermilk to renew the option. Caswell said he was going  
41 to put the property back on the market on April 1<sup>st</sup> and asked if the Senior Center would like buy it.  
42 Therefore they moved quickly to purchase the property, communicating with the Selectboard on  
43 March 25<sup>th</sup>. The Senior Center is not a developer and she said that the Senior Center understands  
44 that they are not eligible for the grant. Her thought was that they could go back to the developers that  
45 had expressed interest and re-boot the grant since the site is still the same and since the site was  
46 assessed with public money from regional planning grants. She believed that they could bring in a  
47 new development plan with a new developer to re-boot the grant. O'Brien summarized two issues:

- 48 1) She said that they need more information about the grant and that they are meeting with the  
49 CDGB to find out what needs to happen to re-boot the grant for a new developer or to work  
50 with Buttermilk
- 51 2) The Senior Center understands the safety concerns. They want to move quickly to get it done  
52 and want to go back to local developers and businesses, having local people drive the train.

53  
54 Kane said that she was pleased to hear that the Senior Center was willing to work with Buttermilk

1 O'Brien said that she can't imagine that any developer would want to work on the project if there isn't  
2 a shot at the \$500,000. So therefore she believes they need Plan B if they can't use the \$500,000 to  
3 clean it up. She said she wants to find out what a quick re-boot would look like and that she has  
4 spoken with several people in town to discuss if they were interested, including Dan Noyes and Brad  
5 Worthen. Both expressed interest to developing a new development plan. She is meeting with the  
6 CDGB tomorrow to move forward with a new plan

7  
8 Kane asked if O'Brien has had any discussions with anyone in the Town. O'Brien said no since they  
9 had to work within a small window.

10  
11 Steve May discussed the potential problem that at least one or two Board members from the Senior  
12 Center did not receive proper notice warning them and that there might not have been a proper  
13 quorum. May said he had spoken with multiple real estate lawyers and learned that if the Town  
14 engaged in a process that left the Town open to liability, that the town could potentially be culpable.  
15 So May said he wants to hear from Town Council concerning this matter. May believes that there are  
16 two questions. One, a question of process, and another being a question of project

17  
18 Hill asked how the Senior Center was currently funded and if there was a quid pro quo for any  
19 donations. O'Brien said that they received donations to purchase the property from friends and  
20 benefactors and that there was no quid pro quo agreement with any of the benefactors.

21  
22 May asked Bohne if the VAAFM part of the funding stream would be effected by outcomes coming  
23 from HUD since the Senior Center would be involved in providing meals. May said that if we find that  
24 it is fruit of the poisonous tree dealing with how the legal part happened, would a potential meals  
25 program running out of that property be affected. Bohne said that the CDGB process has to be  
26 followed to the letter

27  
28 O'Brien asked why Buttermilk failed to get the extension. Bressor said that Carswell didn't feel that  
29 they were a big enough part of the Buttermilk plan. Kane said that she disagreed with Bressor's  
30 assessment. O'Brien said that they didn't believe that Buttermilk had the Senior Center's interests at  
31 heart and that they didn't think Buttermilk would include the Senior Center in their development plans.

32  
33 Hill said that many Senior Centers operate out of churches, libraries, etc. because of the affordability.  
34 The few that have their own buildings had substantial donations. So how would the Senior Center be  
35 able to get the funds to construct a building that might cost many 100s of 1000s of dollars? O'Brien  
36 said that they will have a capital campaign but they needed a place where they could make their  
37 plans happen.

38  
39 Kane asked if O'Brien understood that it was first all commercial, then part Commercial and part  
40 residential. O'Brien said that the plan they're working on is to build on businesses that are already  
41 existing in town, and to move them over to the Creamery. She that it's early in the process and so  
42 they'd be happy to come back in two weeks with any new information they might have.

43  
44 Sander asked if they have liability insurance in place on the property and O'Brien said that they have  
45 directors and officers insurance.

46  
47 Sander asked for more questions from the Board and then opened discussion to the public, asking  
48 everyone to hold their comments to two minutes.

49  
50 Gabriel Furman asked why, if the Senior Center had the opportunity for 17 years to purchase the  
51 property, they never moved on it until now when all the due diligence had been completed. What  
52 changed with their capital resources now as opposed to what they've had over the previous 17  
53 years? O'Brien said that they did not have the capacity previously and that the price for the property  
54 was now at \$125,000, making it more attractive. She also said that they have no interest or capacity  
55 to develop the land. What they have is the community interest from developers here in the community

1 and she said that the Senior Center might not own the property for very long. Gabriel asked why she  
2 was not considering Buttermilk when Buttermilk has the grant. O'Brien explained that they didn't  
3 believe that Buttermilk had any interest in building the Senior Center.

4  
5 Cara LaBounty asked if O'Brien had anything in writing from Dan Noyes or Brad Worthen. O'Brien  
6 said that she had nothing in writing. LaBounty asked that if Buttermilk was still willing to take part in  
7 this process and the Senior Center was guaranteed a spot, would she be willing to work them. She  
8 said that any developer is going to require that you pay for the building, so it is unrealistic if you're  
9 expecting that the developer will pay for the building for you. The grant requires that you do not  
10 benefit from the property. LaBounty said that she appreciates their desire to jump on this and to  
11 ensure that the grant money isn't lost, but by jumping on it and then getting an area for a building you  
12 might have lost the Town the grant. So she said that we have to be very careful moving forward in  
13 how the Senior Center might benefit from this purchase. LaBounty continued that the elephant in the  
14 room is that the community put 14 months into this process and so does not want it to get lost. She  
15 suggested that the Senior Center sell the property to Buttermilk and walk away from it. Or come back  
16 and rent from Buttermilk because if the Senior Center has ownership, then they are going to benefit.  
17 LaBounty also asked if the \$50,000 that the Senior Center put down was a loan or a donation.  
18 O'Brien said that they were loans. LaBounty explained that it was important to know who has backed  
19 the loan since if it's a developer that has provided that loan, then that developer can't be involved in  
20 the development because they cannot benefit from the property. She said that it's scary that the  
21 Senior Center has just bought a property that they do not have liability insurance for since it is the  
22 most dangerous site in the town. She repeated that the Senior Center should not walk away from  
23 Buttermilk.

24  
25 Chris Granda said that he wanted to largely repeat what LaBounty said but that the part that hasn't  
26 been discussed are the interim zoning rules and when do they expire. Clare Rock said that the interim  
27 zoning rules were readopted in September giving them another two years and that they can then be  
28 readopted for another year. Granda continued that this matter involved a private real estate  
29 transaction. Caswell isn't here to explain why he did what he did and that Caswell has always been  
30 unpredictable. He said that the question was, who has rights to the grant? Is Buttermilk named as  
31 partner to the grant or is it the project as defined post-redesign. What are the degrees of freedom  
32 within the grant? He is concerned about the ability of the Senior Center to act as the owners of the  
33 property. Bohne explained that the grant goes to the town of Richmond and once the Town has  
34 fulfilled its obligations as stated in the grant, the State will offer the Town a grant agreement. So the  
35 agreement is between the State and the Town to carry out all aspects of the grant. The Town then  
36 would turn around and would have had a sub-grant agreement with Buttermilk and they would be the  
37 ones that would take the project and implement it. The grant itself is with the Town of Richmond.  
38 Granda asked if the project stands as a piece of work or is Buttermilk a legal entity within the process.  
39 Bohne said that he was not sure that you could separate the two because Buttermilk went through all  
40 the legwork to get it done and the CDGB had to have had confidence in Buttermilk that they could get  
41 it done. So Buttermilk is an integral part of the process.

42  
43 Mary Houle stated that she appreciates the questions that have been asked. She asked if we could  
44 get information from a non-profit to know who is holding the note. She also expressed concern about  
45 a non-profit coming to the Town and not being charged any taxes.

46  
47 Don Morin asked when Buttermilk submitted the project plans for the grant, did they have to submit  
48 the Senior Center as part of the project? O'Brien said that she didn't know. May said that the exact  
49 words read "as a tenant, i.e. the Senior Center" but that it was non-binding. Buttermilk spent a lot of  
50 money doing the required studies and they own the studies, so could anyone else use the  
51 information? Bohne said he believed that the information was fully public since a public entity was  
52 involved. Morin asked if the assessment was a Level 1, 2, or 3, since he thought there could be all  
53 sorts of surprises that could be found at higher levels of analysis. Josi Kytte of Buttermilk said that all  
54 phases were gone through.

1 Morin said that it seemed to him that if Buttermilk asked for a two month extension, that there was  
2 something else that we don't know about. Bohne said it was clear that the Environmental Review had  
3 to be done and that it could take up to two months. He said that he could only speculate as to why  
4 Caswell did what he did. Bohne said that Caswell told him that he was tired of dealing with the  
5 property. LaBounty said that she believed the answer was money. Caswell sold it for \$25,000 more to  
6 the Senior Center than what they were going to sell it to Buttermilk. And he also holds a \$75,000 note  
7 on the property so if the Senior Center can't pay off the mortgage off in a year, then he gets to keep  
8 the \$50,000 and he gets the property so that he can sell it all over again. O'Brien said that Caswell  
9 told her that there had already been two extensions and that he didn't want to wait for a third  
10 extension. LaBounty said that the history doesn't matter. The Town has to figure out what to do  
11 moving forward and that if the Town has to wait a whole other year then the Town should construct a  
12 fence around the property for safety.

13  
14 Marie Thomas asked if Buttermilk had started the Environmental Review and did they first have to do  
15 an Environmental Assessment or was it something shorter. A representative from Buttermilk said that  
16 to apply for the grant they had to complete the Environmental Review process. It was in the final  
17 environmental review that the independent adjuster analyzes all the data and signs of on it to the  
18 State. Then it goes to HUD for a final review. Thomas asked that since the project fell under the  
19 National Environmental Protection Act (NEPA), then did the Town have to do an Environmental  
20 Assessment and would that take more than two months since it would have a public review section?  
21 The representative from Buttermilk said that they had about a month left for the Environmental  
22 Review to be done and that it was in process but not completed. Also, he explained that they had  
23 based the two-month extension to include the 30 days to completion and that then it would go to  
24 HUD. Thomas asked if Buttermilk signed on as a sub-grantee and could this be changed? Bohne said  
25 that yes, it was Buttermilk's project and that someone else would have to re-apply. So Thomas said  
26 that Buttermilk is three quarters through the Environmental Review process and that anybody else  
27 would have to go through the same process since the Town does not own that information. To start  
28 from scratch with the Environmental Review process could cost as much as \$100,000.

29  
30 Brad Worthen said that he and Dan Noyes are moving forward if they have the opportunity. He said  
31 that they've been very clear to O'Brien that if the grant is in jeopardy because they can't move fast  
32 enough and make the plans work, that they are no longer interested in the project. They've engaged  
33 their civil engineers and design team to work on this project but they realize that there is a community  
34 need not to jeopardize the grant. He said that he and Noyes view it as a legacy project for the Town  
35 of Richmond. He also discussed the importance of the housing component. They have the financial  
36 capability to pull it off and there's no hesitation on their part. He offered to receive questions.

37  
38 Maureen Last Name ??? asked if the grant is Buttermilk's grant and if it was not transferable then  
39 would Worthen and Noyes have to start all over again. O'Brien said that it is too early for them to  
40 discuss this process because they need to talk to the CDGB and learn about the grant. To reboot it  
41 would require a new proposal and they have a list of questions that they need answers to.

42  
43 Kane asked Worthen if he would invest in the property if they did not get the grant and Worthen said  
44 no, that it was too expensive to clean it up and still be worthwhile. Kane asked if he would do it if they  
45 got maybe only \$200,000 or another number. O'Brien said that they were in the process of trying to  
46 answer these sorts of questions. Worthen said that the project will not work out without the grant  
47 money. Kane asked if they were willing to put the grant money at risk and Worthen said that they do  
48 not intent to put stand in the way of getting the property cleaned up.

49  
50 May said that he hopes that in two weeks that they are far enough along in the process that they can  
51 talk about potential pilot payments as long as the non-profit is the property holder. In addition, he  
52 would like to see a scope for a project labor agreement in terms of the construction of the property.  
53 Worthen said that two weeks would be tight.

1 Bruce LaBounty said that Buttermilk is here tonight so they are still interested in this project. But  
2 Buttermilk is not going to stick around forever and wait for Worthen and Noyes to get their ducks in a  
3 row. They won't wait around to be Plan B and will likely walk away and that is unfortunate.  
4

5 Chris Granda said that everybody is talking about what they want to happen. But the property is now  
6 owned by the Senior Center. So therefore the Town needs to help the Senior Center reach a solution.  
7 The grant is what is making the development possible. Maybe the Town should ask the Senior Center  
8 what help they might need.  
9

10 Ms. LaBounty asked that, when Worthen was approached by O'Brien, did he see it as an opportunity  
11 because he believed that Buttermilk was out of the picture. Worthen said no. Ms. LaBounty continued  
12 asking if Worthen came in as a developer in competition to Buttermilk. Worthen said that Buttermilk  
13 has to remain at the table if we cannot figure out another way to get this grant out in time. Ms.  
14 LaBounty said that Buttermilk has to know if they need to finish the NEPA study by the deadline date  
15 of September 1<sup>st</sup>. She added that Worthen would have to complete everything by June 1<sup>st</sup> and that if it  
16 took Buttermilk and the Town 14 months to do the work they've done, that she didn't see how  
17 Worthen could get it done in less than two months. Worthen said that a lot of the things that  
18 Buttermilk had done were done with money from State agencies and was therefore on public record.  
19

20 A representative from Buttermilk explained that the Senior Center was always part of the plan and  
21 was written into the CDGB grant proposal as well as being part of all their conversations with O'Brien.  
22 However there was never a lease agreement prior to closing. He discussed the numbers that they  
23 were discussing and that the numbers were a good deal for Chittenden County. The representative  
24 from Buttermilk discussed the process that they went through to complete the requirements for the  
25 property and the weekly discussions they had engaged in with different government agencies. They  
26 made extensions with Caswell because the process took so long. Eventually it became apparent that  
27 the property was actually worth \$0.00 to the owner and it was at that point that Caswell said that  
28 Buttermilk couldn't have it. Buttermilk was not going to get into a real estate lawsuit and so Buttermilk  
29 suggested that they go for the grant money and then pay Caswell since that would make the property  
30 more viable. So they went through the process and that it was very expensive and onerous. They got  
31 the grant and told Caswell that they would pay him \$100,000 for the property. Buttermilk met with the  
32 CDGB Commissioner and established a realistic timeline to close with Caswell of April 1<sup>st</sup>. However,  
33 they were unable to complete the work by a couple months. They notified Caswell that they had the  
34 grant but told him that they needed six more weeks before they could give him the money they'd  
35 promised. Buttermilk tried to get in touch with O'Brien and then found out that the Senior Center had  
36 purchased the property and they were shocked. The representative from Buttermilk emphasized that  
37 the proposal process took a great deal of work. They were ready to start with the clean up as soon as  
38 it got through HUD review, which they had hoped would be by the end of May. They set the date for  
39 July 1<sup>st</sup>.  
40

41 No name??? asked Buttermilk if they'd be ready to sign an agreement with the Senior Center  
42 agreeing that the Senior Center was a tenant. The representative from Buttermilk said that there's  
43 always an uncertainty about pricing but they were always willing to agree to have the Senior Center  
44 as a tenant. Furman asked Buttermilk if the Senior Center had ever come forward to explain how they  
45 would be able to afford what they were asking of Buttermilk. Buttermilk said no, but that the Senior  
46 Center was always part of the process.  
47

48 O'Brien said that their interests are Richmond, getting the property cleaned up, and having the Senior  
49 Center work. Buying the property was an opportunity and that they need to get more information.  
50

51 Sander and Kane said that they were encouraged by what they heard and that they believe that the  
52 Town can find a solution. However, they don't know exactly what the Board can do. Hill said that the  
53 Town needs to address the public safety risk and that the building might not last another year.  
54 Therefore the Town needs to find a way to make this process work for the current owner, the Senior

1 Center, and to keep the \$500,000 grant. Bohne said that he will likely be going to the meeting that  
2 O'Brien will have with the CDGB.

3  
4 Chris Granda went through the history of the property illustrating the profit that has been made. He  
5 asked what the Selectboard could do to stop such profiteering in the future by having the tax payer  
6 make up for the bad business decisions that someone has made. Perhaps the Town could make it  
7 expensive for an owner to sit on a property and not develop it. Bressor and Hill said that the  
8 Selectboard looked at this issue last year but that they didn't want to upset the Creamery process that  
9 was moving at that time.

10  
11 Worthen urged the Board to stick their nose in the agreement to find out exactly what the timeline  
12 was.

#### 13 14 **Delinquent Tax Collector Discussion**

15 Bohne said that Connie Doherty did some research and that it appears that it would be prudent for  
16 the Board to appoint a tax collector for a one year appointment and pay the tax collector the 8 percent  
17 penalty. Bohne didn't think it would be necessary to advertise the position but that the Board should  
18 appoint the present tax collector. Doherty said that she looked into what the tax collector collected  
19 last year and she told Doherty the hours she puts in each week and calculated it and that it came to  
20 less than \$14.00 an hour. If the Town made her an employee then she'd go from about 970 hours to  
21 800 hours of work a year and the Town needed a tax collector that could commit more hours. Sander  
22 said that Richmond's policy follows the same procedures that many Vermont towns follow. Houle  
23 asked if the Board could say what the numbers are. Bressor went through the numbers, arriving at  
24 \$13.98 per hour. Eight percent of what the tax collector collected was \$13,000 in 2015.

25  
26 LaBounty asked if the Selectboard had the ability to appoint in this manner with other appointed  
27 positions. If the Board is happy with the work that is being done can you appoint other people to  
28 positions without having to post them? May asked if there were other civil service appointments that  
29 were being made under the appointment power of the Board. Kane said that the Lister was. Hill  
30 suggested that LaBounty's question was a reasonable question to review at a later date, but that they  
31 should move ahead with the warned item. LaBounty asked that the question be reviewed at the next  
32 Selectboard meeting. Bressor said that there's a difference between volunteer positions and paid  
33 positions since the Town didn't have to train someone new.

34  
35 Bressor offered a motion to appoint Laurie Brisbin as delinquent tax collector for the coming year,  
36 Kane seconded, and the motion passed 5-0.

37  
38 May asked if the Board divided the civil service positions that would fall under the Board's  
39 appointment power, from the other appointments and does the Selectboard make either  
40 appointments in charter or in practice. Sanger said yes. May asked how these appointments were  
41 distinguished because the Charter wasn't clear. Hill suggested that this discussion should be held at  
42 the next meeting since it was not warned and that the positions to be discussed should be listed on  
43 the agenda. Mr. LaBounty asked if appointments would be made at the next meeting. Bohne said that  
44 Carol Mader has laid out the schedule and that the appointments should be made the first meeting of  
45 May to take effect June 1<sup>st</sup>.

#### 46 47 **Tax Request re: Bordeaux Property**

48 Joe Fallon asks that the Town forgo the interest and they will pay the lien, amounting to roughly  
49 \$20,000 and that the interest was roughly \$5,000. Kane said that she would like to forgo the interest  
50 just so this property could be developed. LaBounty asks why if the Town is going to charge interest  
51 on the living resident of the property, why would the Town not require the present owner to pay the  
52 interest? The Town has refused to abate the taxes of residents who were in dire need. Mr. LaBounty  
53 asked the delinquent tax collector if the interest had ever been waived and she said no. Hill reviewed  
54 the different figures and said that he didn't know which figure represented the lien plus interest, so he  
55 doesn't understand what the exact request is. Hill read that the closing was April 4<sup>th</sup>. Mary Houle

1 asked how anyone could have closed on the property if there was a lien on it. Hill reviewed the  
2 request to remove all claims in return for \$20,000.

3  
4 Hill offered a motion that the Town reject Joe Fallon's request and that the Town let the lien and  
5 interest stand on the Bordeaux property for whatever the current balance was. Kane seconded the  
6 motion and the motion passed 5-0.

### 7 8 **Reports from Selectboard and Town Manager**

9 Bohne said that the Board has been given a copy of the Public Works Specifications. The document  
10 is designed to get the Subdivision Regulations in synch with the Public Works Specifications. Bohne  
11 asked that the Board be ready to discuss this issue at the next meeting. He said that the Planning  
12 Commission and Public Works have already reviewed the item and has not had any issues with them.  
13 Houle asked if the review was part of a public hearing.

14  
15 Mr. LaBounty asked if the questions raised by the Planning Commission were addressed and Bohne  
16 said that he did not know. He said that the Planning Commission had questions about the stormwater  
17 and what rights citizens have to go on someone else's property to fix a problem. LaBounty said that  
18 the Town should have a right to address stormwater issues on personal property. There should be  
19 language that gives the Town the right to clean a stormwater ditch at the property owner's expense  
20 and to make sure that the ditch line stays where it was on the original subdivision plat. Bohne said  
21 that this issue is covered in statute. The Town sometimes has the right and sometimes they don't.  
22 Ms. LaBounty explained that a developer or property owner should not be allowed to change the  
23 stormwater plan as approved by the DRB, just like they cannot change the septic plan. Any changes  
24 have to come back before the DRB. Bohne said that if anyone changes what was agreed to in the  
25 permit, then that person is in violation of the permit. Ms. LaBounty explained that according to the  
26 present Public Works Specifications, one is not obliged to identify the stormwater plan. So therefore  
27 stormwater should become part of the Public Works Specifications.

28  
29 Ms. LaBounty emphasized that the problem is that the DRB is not seeing any of this. May asked if it  
30 would be possible to have annotations from stakeholders in advance of the Board receiving the final  
31 report. Kane asked if these issues have been vetted through various committees. Paul said he  
32 doesn't know how the process works. He thought it probably went through the Planning Commission  
33 for comments so there were public meetings that developers and other stakeholders could've come  
34 to. Then the items end up with the Board and the Board adopts them. May said that the body of the  
35 code is 92 pages long and that there are likely always exceptions that cannot be foreseen. When you  
36 have people coming from different backgrounds there will be problems.

37  
38 Bohne said that the Green Mountain Bicycle Club will hold a bike time trial on Cochran road  
39 consisting of 25 or 30 people going at one minute intervals on May 26<sup>th</sup> at 6:30 PM. The Police  
40 Department and Rescue have been notified and no concerns have been raised.

41  
42 Ms. LaBounty said that she and Bohne will be meeting on Wednesday to start working on the FEMA  
43 materials. And that a date has been set for the Floodapalooza this year on July 30<sup>th</sup>. The charity  
44 benefitting will either be Chill or the Community Cares Camp. Ms. LaBounty said that they will  
45 coordinate with the Fire Department but she hasn't spoken to Rescue yet.

### 46 47 **Minutes of 3/21/2016**

48 Hill introduced a motion to approve the minutes from 3/21/2016, Kane seconded the motion and the  
49 motion passed 5-0.

50  
51 The Board discussed going into executive session to discuss the Creamery at the next meeting. The  
52 Board decided that Bohne would facilitate communication concerning the Creamery.

53  
54  
55

1 **Warrants; Items for Next Agenda**

2 Kane said that the warrants all looked good and so nothing was needed except to sign them. Bohne  
3 provided police report summaries. May asked if the Board could review a resolution and a comment  
4 at the next meeting on April 18<sup>th</sup>. Ms. LaBounty asked if the FEMA elevation issue could be an item  
5 on the agenda for the next meeting.  
6

7 **Adjourn**

8 Sander offered a motion to adjourn the meeting, seconded by Hill, and the motion carried 5-0.