



Josh Arneson <jarneson@richmondvt.gov>

Richmond Apartments - VCDP loan request

Amy Demetrowitz <amy.demetrowitz@champlainhousingtrust.org>
To: "jarneson@richmondvt.gov" <jarneson@richmondvt.gov>

Fri, Feb 19, 2021 at 4:26 PM

Hi Josh –

The Champlain Housing Trust, through the Richmond Village Housing Limited Partnership, owns and manages the 16 affordable apartments on Borden St., just off of Railroad St.

We are working with TD Bank to refinance the amortizing debt on the property. The lower interest rates available through refinancing will reduce our mortgage payments and allow us to take care of some repair and maintenance needs at the property. We are asking for your agreement to resubordinate the Town's Vermont Community Development Program loan, which matures in March 2029. The Town loan would remain in the same position it is in currently, but the amortizing loan in first position would change.

Let me know if you would like more information or to discuss this request. If you approve, our attorney will draft the documents necessary for the subordination.

Thanks. -- Amy

Amy Demetrowitz (she/her)

Chief Operating Officer

Champlain Housing Trust

802-318-7101

**RICHMOND SELECTBOARD
REGULAR MEETING
July 7, 2014 MINUTES**

Members Present: Taylor Yeates; Chris Granda; Bard Hill; Ashley Lucht; David Sander
Absent: None
Others Present: Geoffrey Urbanik, Town Manager; Michael Parent; Bill Parent; Jim Donovan, Broadreach; Bryan Davis, CCRPC; Mary Houle; Harold Irish; and Ruth Miller was present to videotape the meeting for MMCTV Channel 15.

Taylor Yeates called the meeting to order at 7:00 PM.

1. Welcome and Public Comment

Mr. Yeates asked if there was any comment from the public for items not on the agenda. Mr. Yeates thanked the Parade Committee and said their hard work was much appreciated this year. He also thanked everyone who helped after the winds, and who cleaned up afterwards.

Mary Houle noted that Mr. Yeates responded as a member of Richmond Rescue to an incident that day. Ms. Houle then passed around an item that explained under Vermont law that for a five-member board, three affirmative votes was the minimum required to approve an action.

2. Items for Presentation: Route 2 Bicycle and Pedestrian Study

Jim Donovan of Broadreach Consulting was present to explain the final findings on the Route 2 Bicycle and Pedestrian Study. Mr. Donovan thanked Stantec and the Regional Planning Commission for their help with the study and steering committee. Mr. Donovan explained the alternatives as he proceeded through the presentation. There were no significant changes from the last presentation but some details were now finalized in the report. The railroad wasn't interested in cooperating and the cemetery was off-limits which made getting people down the road from the village difficult. The final alternative was to have five foot bike lanes on each side of Route 2 which would occur when the major reconstruction of the road took place in 2016.

Mr. Yeates asked about the width of the bike lanes. Mr. Donovan said that a four foot minimum was recommended but VTrans wasn't sure they could get that consistently through this area. A five foot lane was typical.

Mr. Granda spoke about the costs and said that it may be less expensive to have a shuttle. Ms. Lucht agreed that the value of this project was in question and asked how would it be used?

There was some additional discussion on lane widths and ADA requirements. Mr. Donovan said that the project was now in the hands of the decision makers. Mr. Yeates thanked Mr. Donovan and the members of the steering committee for their work.

3. Other Business

VYCC Cleanup Grant

1
2
3 The Manager explained that VYCC had made a request for one 30-yard dumpster from the
4 Community Cleanup Fund at Chittenden Solid Waste District. This was carried over from the last
5 meeting, and the fund now had \$4,821.88 and this request would be for about \$700.

6
7 Ms. Lucht offered a motion to approve the request from VYCC for one 30-yard dumpster from the
8 Community Cleanup Fund and was seconded by Mr. Granda.

9
10 Maureen Kangley reiterated that she felt that VYCC was not being a good neighbor with the taxation
11 exemption and request for refunds.

12
13 The motion carried 5-0.

14 15 Cell Tower Update

16
17 The Manager reported that this week the technical hearing for the Public Service Board on the SBA
18 Towers/VTel application would be held. He would serve as the town's sole witness, and other parties
19 would provide witnesses also. The objection was narrowly tailored on the town's zoning bylaws and
20 town plan.

21
22 The Manager then reported that the Public Service Board had not yet made a determination on the
23 AT&T Jericho Road tower, and no further information was available on any other towers.

24 25 Open Public Meetings Policy

26
27 The Manager explained that Act 143 had modified the Open Public Meetings laws in ways that would
28 impact Richmond, however, Richmond would be able to comply with the new law. The Manager had
29 developed a policy to implement certain sections, in particular naming locations to post agendas and
30 meeting notices, posting of draft minutes online, and notification of special meetings. The provisions
31 in the law on executive sessions are being followed now and should not need any change in practice
32 by the town's boards and committees.

33
34 The Manager noted that the new law also carries a \$500 penalty for violating the meetings provisions,
35 but not the posting of minutes.

36
37 There was some discussion of the policy. Ms. Lucht offered a motion to approve the Open Public
38 Meetings Policy as written and was seconded by Mr. Sander and the motion carried 5-0.

39
40 Mr. Granda noted this should be sent to all town committee members.

41 42 FY2015 Tax Rate

43
44 The Manager explained that the Selectboard should set the municipal tax rate, while the educational
45 tax rate was set by the State. The new municipal rate was .6377 and the Homestead education rate
46 would be 1.5334 and the non-residential education rate would be 1.5470. The Manager noted that the
47 Grand List value had increased slightly from what was anticipated at Town Meeting and the tax rate
48 was slightly lower than what was expected.
49

1 There was some discussion on the education rate and how that is determined. The Manager provided
2 some explanation, however, the calculations were not easily deciphered. Ms. Lucht offered a motion
3 to approve the municipal tax rate at \$0.6377 and was seconded by Mr. Sander and the motion carried
4 5-0.

5
6 The Manager noted that there was no one to be considered for the DRB appointment.

7 8 Financial Reports

9
10 The Manager provided a brief explanation of the budget status and tax collections. It appeared on a
11 preliminary basis that the current year collections were down by \$107,000 which was about 3.5% of
12 total municipal collections which was in line with recent years. The final numbers would be available
13 in September. There was some additional discussion on budget status.

14 15 Appointment of Clare Rock as Acting Zoning Administrative Officer

16
17 The Manager explained that in the past, the former Town Planner had also served as the Acting
18 Zoning Administrative Officer. Since the ZAO was a part-time position and the Town Planner
19 became a full time position, the Town Planner often approved permits when the ZAO was not in the
20 office. The town really needed another person to approve permits when the ZAO was away. The new
21 Town Planner, Clare Rock, had agreed to be appointed, however, only when the ZAO was on vacation
22 or ill and not as a routine course of business. The zoning by-laws had this as a Selectboard
23 appointment.

24
25 Mr. Granda offered a motion to appoint Clare Rock as Acting Zoning Administrative Officer as
26 outlined by the Town Manager and was seconded by Mr. Hill and the motion carried 5-0.

27 28 Richmond Village Housing Limited Partnership Loan Deferral

29
30 The Manager noted that this was an outstanding issue and there had been a couple of recent meetings
31 that provided some new information. Additionally, Wright Preston had written a memo on his
32 analysis of the most recent audit and concluded that the operation was in fact a cash-negative
33 operation and in fact servicing their other debt was becoming an issue for them. The State's Housing
34 and Conservation Board had indicated that Richmond was the beneficiary of a variety of housing and
35 conservation monies and that this outstanding loan was becoming an issue for them. Therefore this
36 issue was back on the agenda for discussion.

37
38 Mr. Yeates explained that he and Mr. Granda had met with Representative Anne O'Brien and Amy
39 Wright about this issue and they discussed the financial concerns with the project.

40
41 Mr. Granda said he and Bard Hill had attended a second meeting with staff from the Vermont Housing
42 and Conservation Board and discussed the town's needs and past projects, both housing and
43 conservation, with them. These staff members were concerned about Richmond's goals and noted
44 many recent conservation awards but no activity in the housing area. They also noted that the
45 Richmond Village Housing Limited Partnership project wasn't as financially stable as they had hoped
46 in 1998. They felt that it would be an extreme burden to force the repayment and that deferrals were
47 acceptable to them.

48
49 Mr. Hill explained Mr. Preston's financial analysis and how there was no easy solution to their
50 financial problems. There was additional Selectboard discussion.

1
2 Mary Houle said that June Heston and Fran Thomas had wanted to continue to be involved in this
3 process and did anyone reach out to them. Mr. Yeates said he had not reached out to either of them.
4

5 Mary Houle suggested they be brought in for assistance and we needed more information. She was
6 concerned we might have a lawsuit, and urged the Selectboard to not allow a 15-year deferral.
7

8 There was some additional discussion. Ms. Lucht offered a motion to defer the repayment of the
9 original loan and to-date accrued interest for an additional 15 years, with no further interest and was
10 seconded by Mr. Granda.
11

12 Mr. Sander said he felt maybe a five year deferral was ok, but he didn't want this to be a forgotten
13 issue. There may be better times ahead and we needed a balanced look.
14

15 Mr. Yeates said we needed to continue to support affordable housing in Richmond. The motion
16 carried 3-1-1 with Mr. Sander voting against and Mr. Hill abstaining.
17

18 Redevelopment Issues 19

20 The Manager explained that the Senior Center group was rethinking their role in the redevelopment of
21 the creamery parcel. The Manager suggested that a town-sponsored redevelopment corporation might
22 be an alternative to pick up this role.
23

24 Mr. Granda said that we had changed the zoning, but the owner's price had not changed and remains a
25 barrier. We need to persuade the owner to do a cost-benefit analysis and increase the carrying cost of
26 doing nothing.
27

28 Mr. Yeates felt that a cooling off period is here and more action will happen shortly. Ms. Luchts noted
29 that if we eliminate the brownfields then that issue will be gone.
30

31 Mary Houle asked if we had more interest in affordable housing. Mr. Yeates said we had heard of one
32 plan before. Barre had layered buildings with retail on the bottom and mixed housing in upper floors.
33

34 Mr. Hill suggested we solicit interest from Champlain Housing Trust.
35

36 Maureen Kangley objected to a bully approach with the owner.
37

38 There was some additional discussion. Mr. Granda wanted to schedule a date for a "summit" meeting
39 on this issue.
40

41 Reports from Selectboard and Town Manager 42

43 The Manager noted the Department Reports, Works in Progress and Highway construction updates.
44 The Manager noted that the Livak sand pit was bought by GW Tatro and would soon come in for an
45 Act 250 amendment and site plan to start work.
46

47 The Manager said that a request was made in writing from the Richmond Community Band for the
48 lapsed payment from FY2012. There was some discussion, and the Selectboard agreed to overexpend
49 the FY2015 budget line to provide for the lapsed payment.
50

1 Mr. Hill offered a motion to approve a \$400 payment to the Richmond Community Band for FY2012,
2 using the FY2015 budget line, and was seconded by Mr. Granda. The motion carried 4-1 with Ms.
3 Lucht voting against.

4
5 Mary Houle requested a report from VYCC on what assistance or work they provided the town last
6 year.

7
8 Approvals

9
10 Minutes of June 16, 2014

11
12 Mr. Hill offered a motion to approve the Minutes of June 16, 2014 and was seconded by Mr. Sander
13 and the motion carried 4-0-1 with Mr. Granda abstaining.

14
15 The Manager presented three purchase orders for the Highway Department.

16
17 Mr. Hill offered a motion to approve Purchase Order 2386 to Hinesburg Sand and Gravel for winter
18 sand in the amount of \$47,995.20. Mr. Granda seconded the motion and the motion carried 5-0.

19
20 Mr. Granda offered a motion to approve Purchase Order 2387 to Hinesburg Sand and Gravel for
21 highway gravel in the amount of \$23,991.80 and was seconded by Mr. Hill and the motion carried 5-0.

22
23 Mr. Hill offered a motion to approve Purchase Order 2389 to All States Asphalt for calcium chloride
24 in the amount of \$10,000 and was seconded by Mr. Sander and the motion carried 5-0.

25
26 At 9:00 PM Ms. Lucht had to leave the meeting.

27
28 Warrants were approved.

29
30 Executive Session

31
32 Mr. Hill offered a motion to enter executive session at 9:05 pm to discuss the Town Manager's
33 evaluation and was seconded by Mr. Sander and the motion carried 4-0.

34
35 Mr. Hill offered a motion to adjourn the executive session and reconvene the regular session at 9:08
36 pm and was seconded by Mr. Sander and the motion carried 4-0.

37
38 **4. Adjourn**

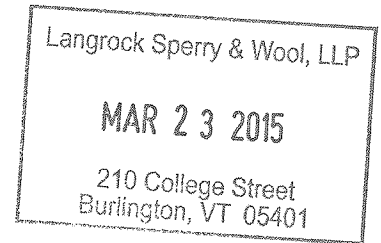
39 Motion by Mr. Granda to adjourn the meeting at 9:08 p.m. Seconded by Mr. Hill. So voted.

GENSBURG, ATWELL & GREAVES, PLLC

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CLARKE D. ATWELL
ROBERT A. GENSBURG
CAROLYN A. GREAVES



March 20, 2015

Langrock Sperry & Wool, LLP
Attn: Mark L. Sperry, Esq.
PO Box 721
Burlington, VT 05402-0721

In Re: Richmond Village Housing Limited Partnership - Town of Richmond

Dear Mark:

Enclosed please find the original signed First Note Modification Agreement and the recorded VCDP Loan and Mortgage Modification Agreement on the above named matter.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn A. Greaves".

Carolyn A. Greaves, Esq.
Enclosures

**FIRST NOTE MODIFICATION AGREEMENT
(VCDP LOAN)**

This First Note Modification Agreement entered into on the 13 day of February, 2015, by and between the **Town of Richmond**, a municipality located in Chittenden County, Vermont (the "Town") and **Richmond Village Housing Limited Partnership**, a Vermont limited partnership of Burlington, Chittenden County and State of Vermont (the "Partnership").

WHEREAS, pursuant to Grant Agreement #0069/96IG(22) between the Vermont Agency of Commerce and Community Development and the Town (the "Grant Agreement"), the Town agreed to provide a loan in the original principal amount of \$300,000 (the "Loan"), which was evidenced by a Mortgage Note dated March 9, 1999 (the "Note") and the Note is secured by a Mortgage and Security Agreement dated March 9, 1999 and recorded in Book 109 at Page 629 of the Richmond land records (the "Mortgage").

WHEREAS, the Town and Partnership have agreed to modify the Note as hereinafter set forth, with all other terms and conditions of the Note to remain in full force and effect.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Town and Partnership agree as follows:

1. The following portion of the original Mortgage Note is hereby deleted:

Repayment of principal and interest shall be deferred during the first fifteen (15) years of the Loan term next following the date of the execution of this Mortgage Note. Beginning with the last day of the calendar month next following the fifteenth anniversary of the date this Mortgage Note is executed, the Loan shall be payable in consecutive monthly installments of \$2,625.37, of which amount (i) \$625.00 is in payment of the interest that will have accrued hereon as of the date of the first installment and will have fully paid such accrued interest with the 180th payment, and (ii) \$2,000.37 amortizes the \$300,000 principal of the debt with interest with interest (sic) at 2.5% thereon in 180 installments.

2. The following is hereby inserted into the original Mortgage Note:

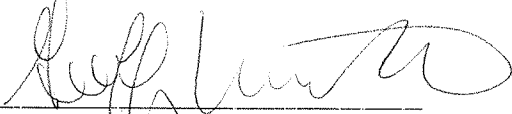
The Note throughout the thirty (30) year period commencing on March 9, 1999, no payments of principal or interest shall be due hereon, but interest has accrued at the rate of two and one-half percent (2.5%) per annum from March 9, 1999 through March 9, 2014. Beginning on March 10, 2014 and throughout the remainder of the term interest shall not accrue on the principal balance, as a result of which \$412,500 will be due and owing hereunder on such 30th anniversary and shall be paid in full on such date, unless the property secured by the Mortgage is no longer used as affordable housing under Section 42 of the Internal Revenue Code. Then the Note shall be due and payable upon the date it no longer is

considered affordable housing.


2. This Note Modification Agreement is a modification only and not a novation of the Note. Except as expressly set forth above, all and singular terms and conditions of the Note and this Note Modification shall continue to be secured by the Mortgage.

The parties have caused this instrument to be executed by their authorized agent.

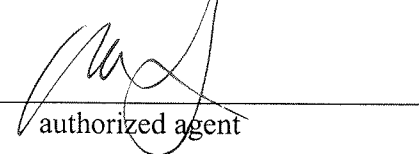
Town of Richmond

By: 
authorized agent

**Richmond Village Housing Limited Partnership
H.V. 1997, Inc., general partner**

By: 
authorized agent

**Richmond Village Housing Limited Partnership
Lake Champlain Housing Ventures, Inc., general partner**

By: 
authorized agent

MARCH 6 A.D. 2015

at 9 o'clock — minutes A M. and recorded in
book 228 Page 393-395 of Land Records
attest: MOM MSLAWS PSA Town Clerk

**VCDP LOAN AND MORTGAGE
MODIFICATION AGREEMENT**

This VCDP LOAN AND MORTGAGE MODIFICATION AGREEMENT is made by and between **Richmond Village Housing Limited Partnership** ("Mortgagor") and the **Town of Richmond** ("Lender").

30210

WHEREAS, Mortgagor and Lender executed a Mortgage on March 9, 1999, which mortgage is recorded in Book 109 at Page 629 of the Richmond land records, (the "Mortgage") as security for a Promissory Note executed on March 9, 1999 (the "Note") by Mortgagors, and

WHEREAS, the Mortgagor and Lender executed a VCDP Loan Agreement on March 9, 1999 (the "Loan Agreement"), and

WHEREAS, the Mortgage encumbers a certain property of Mortgagor known and described as Richmond Village consisting of 7 buildings containing a total of 16 dwelling units (the "Property"), and

WHEREAS, the parties to this Agreement modified the Note (the "First Note Modification Agreement") on February 23, 2015 and the Lender revised the Note to state the interest rate has been reduced to zero percent (0%) as of March 10, 2014 and a balloon payment is due on March 9, 2029. Therefore, the parties now wish to amend the Mortgage for the purpose of incorporating the terms of the First Note Modification Agreement into the Mortgage.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, Grantors and Lender agree as follows:

1. That the Mortgage is amended and modified to include reference to the First Note Modification Agreement.
2. That the Loan Agreement is amended and modified to delete paragraph 2.D. which reads:

Repayment. Repayment of principal and interest shall be deferred during the first fifteen (15) years of the Loan term next following the date of the execution of the Mortgage and Security Agreement. Beginning with the last day of the calendar month next following the fifteenth anniversary of the date of such execution of the Mortgage and Security Agreement the Loan shall be payable in consecutive monthly installments of \$2,625.37, of which amount (i) \$625.00 is in payment of the interest that will have accrued as of the date of the first installment and will have fully paid such accrued interest with the 180th payment, and \$2,000.37 amortizes the \$300,000 principal of the debt with interest with interest at 2.5% thereon in 180 installments. Upon default of any

of the terms and conditions as of this VCDP Loan Agreement, or of any other obligation of Borrower to any Participating Party, that is not cured within any applicable grace period, the then outstanding principal balance of and all accrued interest on the Loan shall immediately become due and payable.


3. The following is hereby inserted into the original Loan Agreement:

The Note throughout the thirty (30) year period commencing on March 9, 1999, no payments of principal or interest shall be due hereon, but interest has accrued at the rate of two and one-half percent (2.5%) per annum from March 9, 1999 through March 9, 2014. Beginning on March 10, 2014 and throughout the remainder of the term interest shall not accrue on the principal balance, as a result of which \$412,500 will be due and owing hereunder on such 30th anniversary and shall be paid in full on such date, unless the property secured by the Mortgage is no longer used as affordable housing under Section 42 of the Internal Revenue Code. Then the Note shall be due and payable upon the date it no longer is considered affordable housing.

4. That all other terms and conditions in the Loan Agreement and Mortgage not specifically amended herein remain in full force and effect and that the Loan Agreement and Mortgage as amended herein shall continue as security for the First Note Modification Agreement.

Mortgagors
RICHMOND VILLAGE HOUSING
LIMITED PARTNERSHIP
by: H.V. 1997, Inc., general partner

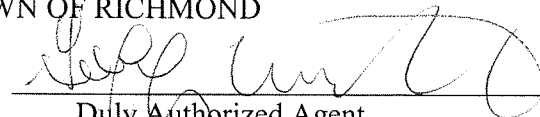
RICHMOND VILLAGE HOUSING
LIMITED PARTNERSHIP
by: Lake Champlain Housing Ventures,
Inc., general partner


Duly authorized agent


Duly authorized agent

Lender

TOWN OF RICHMOND

By: 
Duly Authorized Agent

State of Vermont
County of Chittenden

On the 23rd day of February, 2015 personally appeared Glenn VonBernewitz, duly

authorized agent of H.V. 1997, Inc. and Richmond Village Housing Limited Partnership, signor and sealer of this Agreement and acknowledged the same to be his/her free act and deed and the free act and deed of H.V. 1997, Inc. and Richmond Village Housing Limited Partnership,

Before me: Karen Allen
Notary Public
Commission Expires: 2/10/19

State of Vermont
County of Chittenden

On the 23rd day of February, 2015 personally appeared Michael Monte, duly authorized agent of Lake Champlain Housing ~~Development~~, Inc. and Richmond Village Housing Limited Partnership, signor and sealer of this Agreement and acknowledged the same to be his/her free act and deed and the free act and deed of Lake Champlain Housing ~~Development~~, Inc. and Richmond Village Housing Limited Partnership,
Ventures

Before me: Karen Allen
Notary Public
Commission Expires: 2/10/19

State of Vermont
County of Chittenden

On the 9th day of February, 2015, personally appeared Geoffrey Urbanik, duly authorized agent of the Town of Richmond, signor and sealer of this Agreement and acknowledged the same to be his/her free act and deed and the free act and deed of the Lender.

Before me: Linda M Parent
Notary Public
Commission Expires: 2-10-19

LINDA M. PARENT
Notary Public, State of Vermont
My Commission Expires Feb. 10, ~~2015~~
2019

**RICHMOND SELECTBOARD
REGULAR MEETING
February 5, 2018 MINUTES**

Members Present: Bard Hill; Stephen Ackerman; Jon Kart; Steve May; David Sander; Stephen Ackerman

Absent: None

Others Present: Geoffrey Urbanik, Town Manager; Mary Houle; Ian Bender; Peter Gosselin, Highway Foreman; Angelike Contis, MMCTV; Michael Monte, Champlain Housing Trust; Guy Roberts, Conservation; Judy Rosovsky, Conservation; Bob Heiser, Vermont Land Trust; Harold Irish; Russ Clark, Clark’s Truck Center; and Ruth Miller was present to videotape the meeting for MMCTV Channel 15.

Bard Hill called the meeting to order at 7:00 PM.

1. Welcome and Public Comment

Mr. Hill asked if there were any comments from the public, but there were none.

2. Items for Discussion with Those Present

Mount Mansfield Community Television – Government Channel

Angelike Contis of MMCTV announced that in mid-March their second and third channels would debut, with one being devoted to broadcasting governmental meetings, with about 1/3 of the time devoted to Richmond. The station upgraded their broadcast server at a cost of over \$40,000 to be able to do this. She also suggested that we consider some changes to the room setup to make it more television friendly. The Selectboard thanked Ms. Contis for her presentation and looked forward to the new channel.

Champlain Housing Trust

Michael Monte of the Champlain Housing Trust was present to request a mortgage subordination for their new TD Bank loan which would be used to make repairs and improvements to the Borden Street housing. There was also a change in corporate structure, allowing Housing Vermont to withdraw as the project general partner. Mr. Monte said this was typical following a 15-year involvement. For background, Richmond had partnered with Champlain Housing Trust about 20 years ago to construct the Borden Street apartments, called the Richmond Village Housing Limited Partnership. The town obtained from the State of Vermont a \$300,000 federal loan for the project. The project was to repay the loan, but obtained a deferral of repayment in 2014 and no additional interest. The outstanding principal and interest would still be due the Town of Richmond in 2029 – to be used as the seed money for a revolving loan fund for HUD eligible projects.

There was some question and answer regarding the partnership and the repairs. Mr. Ackerman offered a motion to approve the consent of assignment to allow Housing Vermont to withdraw, and appointing Champlain Housing Ventures to take their place. Mr. Kart seconded the motion and the motion carried 5-0.

1
2 Mr. May asked a few questions about the consent to refinance, and subordinate the town's lien. There
3 was some additional discussion about the mechanics of the refinance. Mr. Kart offered a motion to
4 approve the consent to refinance and was seconded by Mr. Ackerman. The motion carried 5-0.

5
6 Telephone Service Comparison

7
8 The Manager explained that due to some confusion over taxes and fees, the comparison was not yet
9 ready and should be rescheduled to the next meeting.

10
11 Highway Truck Advance Purchase

12
13 Highway Foreman Peter Gosselin was present to explain his plan to replace a highway truck in the
14 next fiscal year. Mr. Gosselin explained that Clark's Trucking held a State contract for the type of
15 truck chassis that they were replacing, and they planned to utilize Viking Cives for the plow and body
16 – which also held a state contract. Clark's had a chassis available now, and expected the plow and
17 body to be ready in four months. Mr. Gosselin explained that he would like to contract for this now, in
18 advance of the start of the fiscal year, and take delivery in July when the town was able to pay through
19 the budget.

20
21 Mr. May asked if there was a compelling interest to act now. Mr. Gosselin explained that with the
22 vehicle being built now, the delivery would be sooner and cause no delays in work in the next year.

23
24 Russ Clark explained that if the town agreed to reserve the truck now, but the truck was not funded at
25 Town Meeting, the contract would be canceled at no cost to the town. The Manager requested that
26 this be added to the contract.

27
28 There was discussion of timing, warranties, and other items. Ultimately, the board agreed to proceed.
29 Mr. Sander offered a motion to approve the pre-order of an International tandem dump truck from
30 Clarks, with plow and body from Viking Cives, in an amount not to exceed \$157,213. Mr. May
31 seconded the motion, and the motion carried 5-0.

32
33 Andrews Forest – Draft Interim Management Plan

34
35 Guy Roberts was present to explain the draft management plan. Mr. Roberts was a Conservation
36 Commission member who was the lead on the interim management plan committee for the Andrews
37 Forest. He presented the plan, and reviewed the sections with the Selectboard. He paid particular
38 attention to the list of prohibited activities under the Interim plan, which most would likely be lifted
39 following the adoption of the permanent plan. It was explained that having such a plan was a
40 requirement of the US Forest Service "Town Forest" grant, and the plan also had to be in line with the
41 VLT conservation easement over the property.

42
43 The Selectboard agreed that the draft plan was in accordance with what they would like to see, and
44 encouraged the steering committee to keep up the good work.

45
46 The Manager asked Bob Heiser of Vermont Lan Trust to explain an easement issue with Vermont
47 Electric Coop. Mr. Heiser explained that VELCO held a right of passage across the property to access
48 their lines, which run through the center of the property. The easement was in an indefinite location,
49 but recently VELCO requested to use the old forest road that utilizes the current entrance to the
50 property. He and others, including the Town Manager were to meet with VELCO later in February to

1 look at the issue, however, they may have the right to enter here. The road they would require would
2 be substantial and somewhat disruptive in the short term. The Selectboard thanked Mr. Heiser for the
3 information and would consider the issue at a later time.

4 5 **3. Other Business**

6 Personnel Policies Discussion

7
8
9 The Manager explained that the wage scale and pay range policies were ready for adoption. He
10 explained that these had been reviewed earlier and except for the Police policies, they were ready for
11 the board to consider for adoption.

12
13 Some of the policies were reviewed. It was pointed out that one edit to the Library policy was
14 required. Mr. Sander offered a motion to approve and adopt the salary wage scale/grid and the pay
15 scale and promotion policies for the Administration/Finance/Clerk; Highway; Library; Planning and
16 Water Resources. Mr. May seconded the motion, and the motion carried 5-0.

17 18 **Reports from Selectboard and Town Manager**

- 19
20 1) The Manager noted the police report.
21 2) Works in Progress & Calendar – the Manager noted that this was being developed and
22 improved. Mr. Hill requested a more in depth discussion at the next meeting.
23 3) Cote Tax Appeal: The Manager explained that two years ago, Phil Cote appealed the valuation
24 of some property he owned on Christmas Hill. He first appealed his revised assessment from
25 the Assessors, and then the BCA raised his value. This was appealed to the State Property
26 Valuation, who have lowed his valuation by \$45,000 – in effect, a win for Mr. Cote. I am not
27 terribly concerned as most of the property is in Current Use and the amount of local revenue
28 lost is minimal. We will however have to eat the \$2,000 due the schools for the prior two tax
29 years. I see no significant impact to our current year revenue outlook because of this decision.
30

31 The Manager also noted that Cara LaBounty had handed him a note from her sister, Angela
32 Cote. The Manager read the note aloud where Ms. Cote criticized the assessors for their
33 mistakes in the valuation and objected to the Selectboard's lack of involvement in the case.
34 Cara LaBounty echoed these sentiments and requested that NEMRC personnel – Ed Clodfelter
35 and Lisa Truchon, come to a meeting and explain what happened. She also requested a
36 different assessor for the town. She requested that NEMRC also publish the full property card
37 for each parcel as it would be more convenient for the public.
38

39 Mary Houle also said that this detailed property record card is important.

40
41 Mr. Hill agreed that the assessor should come in to talk about this appeal.
42

- 43 4) Municipal Roads General Permit (MRGP) & Storm Water Master Plan (SWMP): The
44 Manager had been reporting the MRGP has been approved by the State and we have less than
45 two years to apply and obtain the local permit. Fortunately for us, the Regional Planning
46 Commission is working to get all their towns permitted and in compliance – this is an ongoing
47 project that is on schedule. The SWMP was presented at a meeting on January 31st, and
48 includes a number of identifiable projects that will improve storm water management and
49 treatment in town. While the plan is not final and we still need to identify the six most viable
50 project options, it is important to continue the conversation at our meetings.

- 5) SSTA Rate Increases: The Special Services Transportation Agency is a federal grant managed by Green Mountain Transit, and offers subsidized rides for Elderly and Disabled residents. The grant has been modified, and rates are going up according to the enclosed sheet. The Manager suggested we consider modifying our policies to allow medical trips only, and end the social and work trips. In the future, he saw our grant share being reduced since there are other major players with higher unmet need than Richmond, and limiting trips is the best way for us to manage the program unless we wish to pay a higher percentage of the ride cost through higher budget allocations.
- 6) Town Plan: The Planning Commission continues to work on revisions and is planning on having a public-ready final by May. This puts the town on schedule for a November adoption. PLEASE NOTE: While we have no active Town Plan, zoning amendments are not possible, nor is having a Capital Plan. The reason we haven't adopted one is because there is no legal authority for an official Capital Plan without a Town Plan. We are however, keeping it up to date with current decisions.
- 7) Winter Road Budget: We are about 1/2 through our winter road maintenance budget, with two tough months left in the season. Pete Gosselin noted that if February had as much ice as January, he'd be before the board in March to request additional salt and sand funding.
- 8) West Main Utility Extension: The West Main extension is up for discussion at the earlier Water Commission meeting. Due to costs exceeding the budget and the discouragement of the property owners in the Gateway, the Water Commission rejected the design/build bids.

Approvals

Buttermilk – Request for Amendment of VCDP Grant

The Manager explained that the Buttermilk project was requesting an additional \$100,000 from VCDP. It was likely that this would be approved by VCDP – but the grant is an award with the Town. The Manager noted the progress report from Josi Kytle – and Mr. Hill read some highlights. He requested Buttermilk to come back in April for an update.

Mr. Sander offered a motion to approve the amendment to the existing Vermont Community Development Program block grant in the amount of \$100,000. Mr. May seconded the motion, and the motion carried 5-0.

Approval of Minutes

Mr. Sander offered a motion to approve the minutes of January 16, 2018 and was seconded by Mr. May. The motion carried 4-0-1 with Mr. Kart abstaining.

Mr. Ackerman offered a motion to approve the minutes of January 22, 2018 and was seconded by Mr. May. The motion carried 3-0-2 with Mr. May and Mr. Kart abstaining.

Next agenda: Town Meeting, Facilities Plan update; Library Presentation of 5-year plan, and the assessment discussion.

Approval of Warrants

Warrants were reviewed and approved.

4. Adjourn

1 Motion by Mr. Sander to adjourn the meeting at 9:40 p.m. Seconded by Mr. Ackerman. So voted.