

Select Board Meeting
Ascutney Volunteer Fire Station
540 VT 131, Ascutney VT
DRAFT of Select Board Meeting Minutes
Monday November 2, 2020 6:45 PM

Select Board Members Present:

Paul Tillman
Michael Todd
David Fuller
Joey Jarvis
N. John Arrison
Brandon Gulnick, Town Manager

Attendees: Darrin Spaulding, AVFD Chief, Cody, Jordyn Bagalio, Josh Dauphin, WWVFD Chief, Ben Waters, Travis Compo, Josh Compo, Tommy Sewall, Mychael Spaulding, Joshua Compo, Nickolas Kolowski, Olivia

Online Attendees: Chris Whidden, Dale Girard

- 1.) Call to Order by Chair, David Fuller at 6:45 pm
- 2.) Executive Session – 1 V.S.A § 313

Michael Todd made a motion to go into Executive Session at 6:47pm

Joey Jarvis – 2nd

Discussion:

David Fuller, Chair invited Jordyn Bagalio and WWFVD Chief Josh Dauphin into executive session.

Vote –

3 – yea

2 – nay

- 3.) Comments from Selectboard/Town Manager and Citizens not on Agenda.

No comments from Selectboard/Town Manager/Citizens on items not on agenda.

- 4.) Review of minutes from previous meetings:

Approve the minutes from 10-19-20:

Michael Todd made a motion to approve the minutes from 10-19-20 amended with adjourned time of 10:18 pm. John Arrison and Joey Jarvis made motion and 2nd.

2nd – John Arrison

No discussion

Vote – unanimous

- 5.) 2014 Purchase and Sales Agreement
 - a. Motion to support Option 1
 - b. Johnson Easement; Letter to Emily Abbott; Proposal to Board of Abatement, Amended P&S.

The newest addition to the Abbott Property 2014 Purchase & Sales Agreement was a letter of easement to Terry Johnson.

Brandon W. Gulnick Town Manager
November 3, 2020
Select Board
5259 US Route 5
Ascutney, VT 05030

Re: Report 6 – 2014 Purchase & Sale Agreement

Dear Select Board & Weathersfield Residents,

EXECUTIVE SUMMARY

This is the 6th Report regarding the 2014 Purchase & Sale Agreement between the Town and Emily Abbott. The First Report was given on August 17th. This report examined the Purchase & Sale Agreement and included an analysis of the Tax Collectors Findings and Recommended Next Steps. The Second Report was given on September 7th. This Report drilled into the conditions and contingencies unsatisfied to date and discussed three (3) options for the Town. The Third Report was given on September 21st. This Report presented two (2) Proposals. Proposal #1 resolves the 2014 Purchase & Sale Agreement by amending the existing agreement and Proposal #2 resolves the 2014 Purchase & Sale Agreement by voiding the Agreement and holding a Tax Sale pursuant to 32 V.S.A. § 5252. During this Meeting, a motion was made and seconded to Support the Tax Collector's decision to hold a Tax Sale on this property. The Fourth Report was given on October 5th, 2020. This report revised the Total Amount of Delinquent Taxes Owed and disclosed the hiring of Waysville Engineering to determine whether there is Septic Effluent on the 2.86 Acre Parcel the Town acquired through the 2014 Purchase & Sale Agreement. The Fifth Report was given on October 19, 2020. This report addressed the findings of Waysville Engineering. According to Waysville, there is no evidence that the abutting property is discharging wastewater effluent onto the parcel that was acquired by the Town. The Select Board made a motion to rescind their motion to void the Purchase & Sale Agreement and hold a Tax Sale pursuant to 32 V.S.A. § 5252. The Select Board made a motion to support Option 2, which amends the existing Purchase & Sale Agreement and supports waiving over \$100,000 in delinquent property taxes in exchange for the easement that provides Weathersfield Residents with access into the Town Forest and the 2.86 Acre Parcel across the street, which will be used as a Parking Lot. The Select Board requested that the Town Manager move into negotiations with Terry Johnson to obtain an easement through parcel #05-01-55.000, draft a letter to Emily Abbott, and draft an amended Purchase & Sale Agreement. If the Select Board votes to support this option, the Town Manager will draft a proposal to the Board of Abatement.

NEXT STEPS

1. Select Board reviews the draft Letter to Emily Abbott.
2. Select Board reviews the draft Amended Purchase & Sale Agreement.
3. Select Board reviews the negotiated Purchase & Sale Agreement for the Johnson Easement.
4. Select Board votes to move forward with either Option 1 or Option 2.

Attachments:

Attachment A - Letter to Emily Abbott
Attachment B – Johnson Easement

Attachment C – Amended Purchase & Sale Agreement

Town Manager, Brandon Gulnick provided an updated Purchase & Sales Agreement with amendments.

Motion on the floor to accept Option 1 that was tabled from 10-19-20 Select Board meeting.

Vote –

1 – yea

4 – nay

David Fuller, Chair moved FY22 Fire Department Contracts to #6.

6.) FY22 Fire Department Contracts:

Motion on the floor from October 19, 2020 to accept contract #1.

Brandon W. Gulnick
Town Manager

November 2, 2020

Weathersfield Select Board
5159 US Route 5
Ascutney, VT 05030

Re: Fire Department Contracts

Dear Select Board Members & Weathersfield Residents:

On October 5, 2020, our Administration presented 2 Contract Options to the Select Board for review. After listening to discussions during the October 5th and October 19th meeting it's evident that the Select Board is leaning toward Contract Option #1. This contract is agreeable with West Weathersfield Volunteer Fire Department. The Ascutney Volunteer Fire Association has several questions for the Select Board that will help them decide on whether to agree to the terms of Contract #1. On October 26th & 27th the Ascutney Fire Chief, Liaison to the Fire Departments and I met to review AVFD's concerns with Contract #1.

Enclosed

Attachment A – Contract Option #1

Attachment B – Ascutney Volunteer Fire Association Questionnaire

I am asking the Select Board to define the roles of the Fire Departments and Ambulance Service. If you have any questions or concerns, please do not hesitate to contact me.

Respectfully,
Brandon Gulnick
Town Manager

a.) Ascutney Volunteer Fire Association Questionnaire

QUESTIONNAIRE

The Ascutney Volunteer Fire Association requests the Select Board clarify the following:

1. Add language to the Contract stating the Town will not pursue a Municipal Fire Department during the term of this contract.

Select Board voted 5 ways to have this wording in the contract.

2. Add language to the Contract holding the Town responsible if it violates the Contract.

Michael Todd asked Darrin Spaulding, AVFD Chief what “violates” means. Chief Spaulding gave examples of insurance not being paid since March of 2020 and fuel being shut off for non-payment.

The Town Manager feels that these issues have been resolved in office restructuring.

Josh Dauphin, WWVFD Chief stated that “it needs to go both ways, if either the Department of the Town violates the contract. He also suggested that wording be added to note violations of either side to be brought to the Town Manager and to be reviewed within a certain period of time.”

3. Fuel Study

4. Department requests to continue paying their bills. The department will request reimbursements from the Town.

If the Town does not pay AVFD bills in a timely manner, the AVFD will get their bills back to manage. WWVFD will continue as is.

5. Will the Town provide 8 copies of all Policies the Fire Department will need to abide by under contract #1?

8 copies, 1 for each of the AVFD Board members.

6. Add language mandating that any Warden or Keyperson attend the Annual State training required by the state.

Requirement of the State

7. Department fundraising: How will be operate with fundraising? Will a department fundraising money be subject to the Town Purchasing Policy? Will fundraising money remain in the Departments own account?

Each Department can continue to fundraise. The money will be subject to the Town Purchasing Policy. Fundraising monies will remain in the Department’s own account.

Remove “Income from such fundraising shall be included as part of the FIRE DEPARTMENTS’ Annual Budgets submitted to the Town Manager. The FIRE DEPARTMENTS shall furthermore include as a part of their Annual Budget submissions to the Town Manager a separate Fundraising Report, setting forth all monies derived from community fundraising solicitation and expenditures thereof.” From Section 3.5 Department Fundraising.

8. Repairs & Maintenance: If a truck is broken down and needs to be repaired, may the Fire Chief do so on his own behalf? Or is there an approval process?

The fire departments will provide a list of vendors for the 11/16/20 Select Board meeting that they use and a list of approved vendors will be created.

9. Service Agreement: The Ascutney Fire Association would like to continue with Strobels & Daniels. Because they are local and they have been reliable to the fire department. There is no conflict of interest.

10. Section 4.2.C: Let's say they ask to replace the Forestry Truck & the Select Board says no, but we wanted to buy it with fundraising money. But yet they still get rid of a truck and want to buy another one with fundraising money why is this a breach of contract.

It does not fall under the Town's Purchasing Policy

11. Section 4.2.D: Under this contract, all apparatus will be in the name of the Town, not the department?

12. Define the process for using reserves.

See the Reserve Fund Balance Policy

13. Section 6.1: The Town will be on the title of both trucks. This takes the Fire Department's name off of it. Ascutney would like the fire trucks to be in both parties' names. Why did this change? Engine 4, Ascutney put 50K into this truck, the Town takes it as a donation. We sell the truck. The department loses out on the fundraising money they put into it.

14. Section 7.1: Liability, Casualty - Should include the departments building and real property.

See Section 7.1 Liability Insurance

15. Ladder Truck: Department is paying \$3500 for insurance whereas it will only be \$441 under the Towns policy with VLCT. What does the future look like?

See Section 7.4 Vehicle Insurance

16. Any person under the age of eighteen (18) years old who are not a member of the Fire Departments nor enrolled in the Junior Program shall not respond to any fire emergencies. Why is this in the contract?

Liability

Paul Tillman made a motion at 9:00 pm to extend the meeting 30 minutes

Michael Todd – 2nd

No Discussion

Vote – unanimous

Dale Girard was in attendance via phone to help answer some questions for the Select Board and both fire departments.

Paul Tillman made a motion at 9:30 pm to extend the meeting 30 minutes

Michael Todd – 2nd

No Discussion

Vote – unanimous

7.) Local Government Expense Reimbursement Grant (COVID-19)

- a. Vote to Authorize the Town Manager to Purchase Laptops from Lenovo
- b. Vote to Authorize the Town Manager to Purchase iPads from Apple

Brandon Gulnick, Town Manager provided quotes for purchasing laptops and iPads from the COVID 19 Reimbursement Grant that he secured for Select Board members and staff to use.

Michael Todd made a motion to waive the Town's Purchasing Policy for the Town Manager to purchase 12 laptops and iPads.

Paul Tillman – 2nd

No Discussion

Vote – unanimous

The Town Manager presented the Select Board with the expenses from March 1 – August 31 and Attachment B with the expenses for the remainder of the year. He would like the Select Board to approve Attachment B.

8.) Vote to Purchase Fire Gear and Fire Fighting Equipment & Gear Reserves

Chief Spaulding presented quotes from Bergeron Protective Clothing and MES (Municipal Emergency Services) for 5 new sets of Turn Out Gear for the new member to the Ascutney Volunteer Fire Department.

Chief Spaulding would prefer to use MES as they have a better product (in his opinion) and can get the gear to them within 30-60 days.

John Arrison made a motion to approve the purchase from MES to not exceed \$14,875.

Joey Jarvis – 2nd

Discussion –

Chief Dauphin asked for a printout on expenses to see how much each department has spent on turn out gear over the past 10-15 years. He wanted to know how many people were on the rosters they are trying to outfit, responses to calls, etc.

Paul Tillman asked Chief Dauphin if he has requested equipment and not gotten it?

Vote – Unanimous

9.) Town Manager Report - Website Update, FY22 Budget, Water District, Open Items Requiring Resolution.

Brandon W. Gulnick
Town Manager

November 2, 2020

Weathersfield Select Board
5159 US Route 5
Ascutney, VT 05030

Re: Town Manager's Report

Dear Select Board Members & Weathersfield Residents:

The following will keep you up to date on various topics.

Website Redesign

We are in Phase 3/6 (Site Implementation) of our Website Project. As you know, we earmarked \$5,000 in the Local Government Expense Reimbursement Grant to transform our website in response to the COVID-19 State of Emergency. During Spring 2020 (first stages of the State of Emergency) our administration quickly shifted to a Temporary Website to enhance access to information for Weathersfield residents.

At this stage in the project, I have signed off on the design, which can be found at <https://www.vts.net/mockups/files/weathersfield-vt-mock-v1>.

Here is the mockup of a generic department page. This mockup shows how the look and feel and colors from the home page will come through to the subpages. At this time, we are not focusing on any specific content. The generic mockup is a typical example. In the next phase, we will work with an Implementation Consultant to make decisions on what content will show in detail. Right now, we are just agreeing to a general look and feel.

This design can be found here: <https://www.vt-s.net/mockups/files/weathersfield-vt-mock-v1-dept>.

FY22 Budget We are prepared to move into Budget Discussions with the Select Board on November 16, 2020.

10.) Town Manager Vacation Agreement (Waive Policy & Authorize Chair to Sign Agreement)

AMENDMENT TO EMPLOYMENT AGREEMENT AMENDMENT NUMBER: 03

BETWEEN

TOWN OF WEATHERSFIELD ("Employer")
And
BRANDON GULNICK ("Employee")

BACKGROUND The Parties have entered into an employment agreement dated January 7, 2020 as amended by Amendment 1 dated January 28, 2020, Amendment 2 dated April 7, 2020, and Amendment 3 dated November 2, 2020 ("Contract"). As of November 2, 2020, the Employee has 147.5 hours of vacation remaining.

THE PARTIES AGREE AS FOLLOWS:

1. The background is part of the contract.
2. The Employer & Employee Agree as follows:
 - a. The Employee was unable to take vacation this year due to COVID-19.
 - b. The Employer Agrees to Pay 1 Week of Vacation to the Employee on the 11/2/20 Warrant.
 - c. The Employer Agrees to roll over 20 hours of vacation to 2021.
 - d. The Employee Agrees to take, at a minimum, one (1) week of vacation prior to the end of 2020.

e. The Employee Agrees to waive the remaining 47.5 hours of vacation / whatever vacation is remaining on 12/31/20.

3. This contract shall be effective on November 2, 2020.

4. Except as amended in this Contract, and Amendment 01 & 02, the Contract shall continue to be in full effect.

Michael Todd made a motion to accept the agreement as written to waive the policy.

Paul Tillman – 2nd

No Discussion

Vote – unanimous

11.) Transfer Station Joint Committee Update –

Paul Tillman and Brandon Gulnick, Town Manager met and are now ready to move into discussion with surrounding Towns regarding the Transfer Station.

Michael Todd made a motion to table the following for a future meeting:

#12 – Transfer Station Permit Sticker Policy – 2nd Reading

#13 – Highway Access Policy – 1st Reading

#14 – Land Use Administrator Fees

#15 – Appointments

- a. Budget Committee
- b. Connecticut River Joint Commission
- c. CRJC Mt. Ascutney Subcommittee
- d. Fence Viewer
- e. Parks and Recreation Commission
- f. Selectman Representative to the School Board
- g. Southern Windsor County Transportation Advisory Committee
- h. Southern Windsor/Windham Counties Solid Waste Management District
- i. Tree Warden
- j. Veteran's Memorial Committee

Paul Tillman – 2nd

No discussion

Vote – Unanimous

16.) Approve Warrants

John Arrison made a motion to approve the warrants for November 2, 2020 as follows:

General Funds	Operating Expenses \$42,915.93 Payroll \$15,769.60
Highway Fund	Operating Expenses \$18,699.58 Payroll \$7,100.06

Solid Waste Management Fund	Operating Expenses \$6,652.35 Payroll \$1,539.22
Library	Operating Expenses \$0.00 Payroll \$1,907.60
Grants	Operating Expenses \$0.00
Special Revenue	Operating Expenses \$0.00
Reserves	\$0.00
Long Term Debt	\$0.00
Grand Totals	Operating Expenses \$72,267.86 Payroll \$26,316.48

Joey Jarvis - 2nd
No Discussion
Vote - Unanimous

17.) Any other business

18.) Adjourn

Michael Todd made motion to adjourn the meeting at 10:09 pm
Paul Tillman – 2nd
No discussion
Vote – unanimous

Respectfully,
Chauncie Tillman
Alt. Recording Secretary

DRAFT