

Flood Hazard Zoning Bylaw Hearing And Selectboard Special Meeting Thetford Town Offices (w/Virtual Attendance Option) Monday, August 23, 2021 7:00pm

To connect to Zoom via computer: https://us02web.zoom.us/j/88122490498
To connect via phone only: +1 (646) 558 8656 | Meeting ID: 881 2249 0498

7:00pm - Call to Order; Flood Hazard Area Zoning Bylaw Hearing

Special Selectboard Meeting Agenda:

- 1) Agenda Review
- 2) Town Manager Report Bryan Gazda
 - a) Route 132 Update
 - b) COVID-19 Mask Requirement
 - c) Post Mills Dangerous Building Update
 - d) Treasure Island Update
 - e) Other
- 3) Public Comment
- 4) Lebanon Landfill Discussion with Tom Kennedy
- 5) Memorandum of Understanding and Letter of Intent for Conservation Easements of Town Lands with Attorney Ed Adrian
- 6) Discussion of Five-Year Road Plan with Rene LeBlanc from Stantec
- 7) Senior and Affordable Housing Committee (SAHC) Request for Time with Selectboard
 - a) Consideration for SAHC to change their committee's name
 - b) Selectboard to give charge to the SAHC
 - c) Change the quorum of SAHC to 3 (max. of 5) members so committee may vote and proceed with decisions/actions.
- 8) Discussion about Agricultural Tax Stabilization, Draft Language
- 9) Appointment to the Connecticut River Joint Commissions Upper Valley Subcommittee
- 10) Review and Possible Approval of Lister's Errors and Omissions
- 11) Approval of One-Time Request Caterer Applications (Liquor Commission)
- 12) Consideration of Request to Bury Utility Lines
- 13) Warrants and Minutes
- 14) Adjourn

From: Will Dodge < wdodge@drm.com > Sent: Thursday, August 19, 2021 5:38 PM

To: Bryan Gazda < bgazda@thetfordvt.gov>; Edward Adrian < eadrian@msdvt.com>

Subject: AT&T Thetford VT1002: Final Proposed Versions of MOU and LOI [DRM-ID.FID926900]

Bryan and Ed:

Attached please find final proposed versions of the MOU and LOI for inclusion in the Selectboard members' packets for the meeting on Monday, August 23, 2021. I've also enclosed the final version of the drawings with the changes ANR requested (though note that the drawings are not yet signed and stamped). Let me know if it would be helpful to have redlines against the original versions of both documents. I would be very pleased to join the Monday night meeting via Zoom in case there are any questions / concerns, but will take my cue to leave (or not to show in the first place) from you both if appropriate.

If approved by the Selectboard on Monday evening, the plan would be to proceed as follows:

- File Supplemental Prefiled Testimony in the CPG proceeding on Wednesday, Aug. 25th with the fully-signed MOU and LOI
- Wait to see final comments from Department of Public Service by August 31
- Anticipate a CPG within the middle of September from the PUC

Thanks for all of your assistance to date with this process, and let me know if you have any questions.

William J. Dodge | Director | Energy, Environment and Telecommunications Group Downs Rachlin Martin PLLC | Business Sense · Legal Ingenuity 199 Main Street, PO Box 190 | Burlington, VT 05402-0190 | Mobile: 802-324-2114 wdodge@drm.com | www.drm.com Admitted in VT, NH, ME

at&t

550 COCHITUATE ROAD SUITES 13 & 14 FRAMINGHAM, MA 01701

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750 W. CENTER ST. SUITE #301 WEST BRIDGEWATER, MA 02379

THETFORD VT SITE NO: VT1002

NOT FOR CONSTRUCTION **SONING DRAWINGS**

ZONING DRAWINGS



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THETPORD TOWN OF,
THETPORD MUNICIPAL FOREST
PO BOX 126
THETFORD CENTER, VT, 05075-0126 SITE NUMBER: SITE NAME:

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Dewberry

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APPLICANT:
After MOBILITY
550 COCHITUATE ROAD
SUITES 13 & 14
FRAMINGHAM, MA 01701

DEWBERRY ENGINEERS INC. 99 SUMMER STREET, SUITE 700 BOSTON, MA 02110

ENGINEER:

PROJECT DESCRIPTION

CREEN MOUNTAIN POWER (888) 835-4672

TELEPHONE UTILITY:
TBD
(PENDING AT&T ASSIGNMENT)

CENTERLINE COMMUNICATIONS 750 W. MAIN STREET, SUITE 301 WEST BRIDGEWATER, MA 02767

SITE ACQUISITION:

DATE

AT&T CM AT&T RF

CENTERLINE SITE ACQ CENTERLINE CM

APPROVALS

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PROPOSE OROUND ELWITON: 108.5" NAVORS
PROPOSE OF FRA."A. CERTIFICATION NAVORS

906 FIVE CORNERS ROAD THETFORD, VT 05075

TITLE SHEET

SHEET TITLE

SHEET NUMBER

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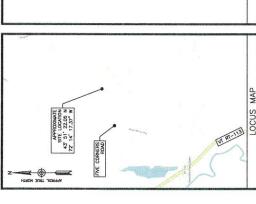
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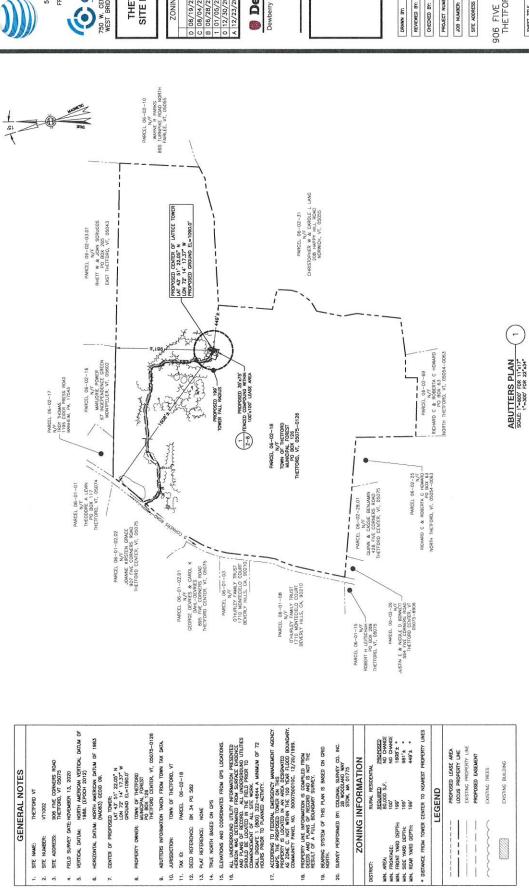
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SITE ADDRESS JOB NUMBER:

LOCUS MAP

CONSULTANT TEAM







550 COCHITUATE ROAD SUITES 13 & 14 FRAMINGHAM, MA 01701

CENTERLINE

750 W. CENTER ST. SUITE #301 WEST BRIDGEWATER, MA 02379

THETFORD VT SITE NO: VT1002

D 08/19/21 FOR COMMENT C 08/04/21 FOR COMMENT B 06/28/21 FOR COMMENT 1 01/05/21 FOR SUBMITTAL 0 12/30/20 FOR SUBMITTAL ZONING DRAWINGS

Dewberry

Dewberry Engineers Inc.

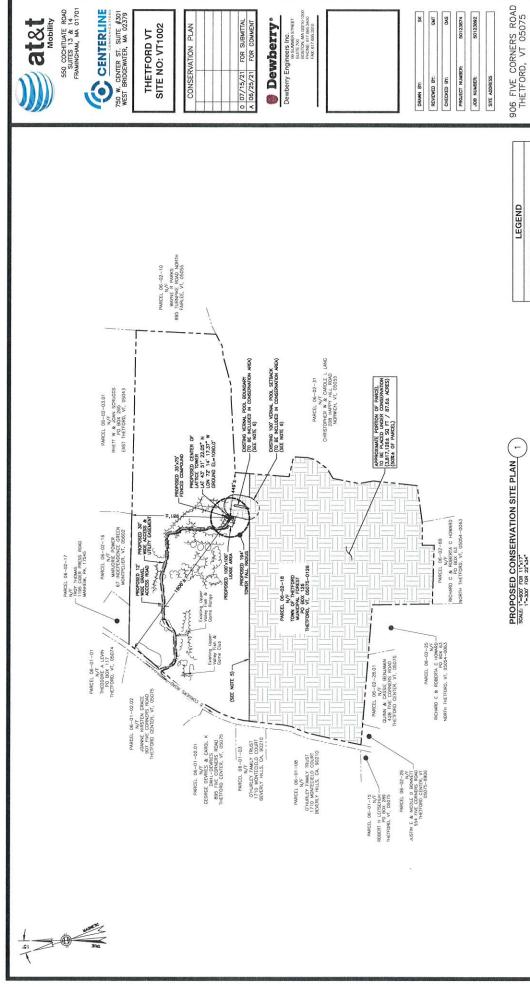
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906 FIVE CORNERS ROAD THETFORD, VT 05075

ABUTTERS PLAN SHEET TILE

SHEET NUMBER

7-1



LEGEND

1. PLAN BASED ON GROUND SURVEY BY COLONIAL SURVEY CO. INC. DATED 11/13/20.

2. PROPERTY LINE INFORMATION WAS COUPLED FROM DEEDS & PLANS OF RECORD AND IS NOT THE RESULT OF A FULL BOUNDARY SURVEY.

THE CONSERVATION DEMARCATION LINE BISECTING THE PROPERTY FROM EAST TO WEST IS PRODOSED TO BE 1947 DUE SOUTH OF THE PROPEDS LATTLES. TOWER CENTER, NO PHYSICAL REPERBACE POINTS HAVE BEEN WARGED ON SITE. LOCATION OF EXISTING VERMAL, POOL WAS FIELD LOCATED BY VANASSE HANGEN BRASTILI, BIG. LUSING 1678 AND PROMIDED TO DEPREMENT FOR INCLUSION IN THE PLANS. THERE SHALL BE NO WORK WITHIN THE IDENTIFIED SETBACK AREA.

SOME EXISTING INFORMATION IS NOT SHOWN FOR CLARITY. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA.

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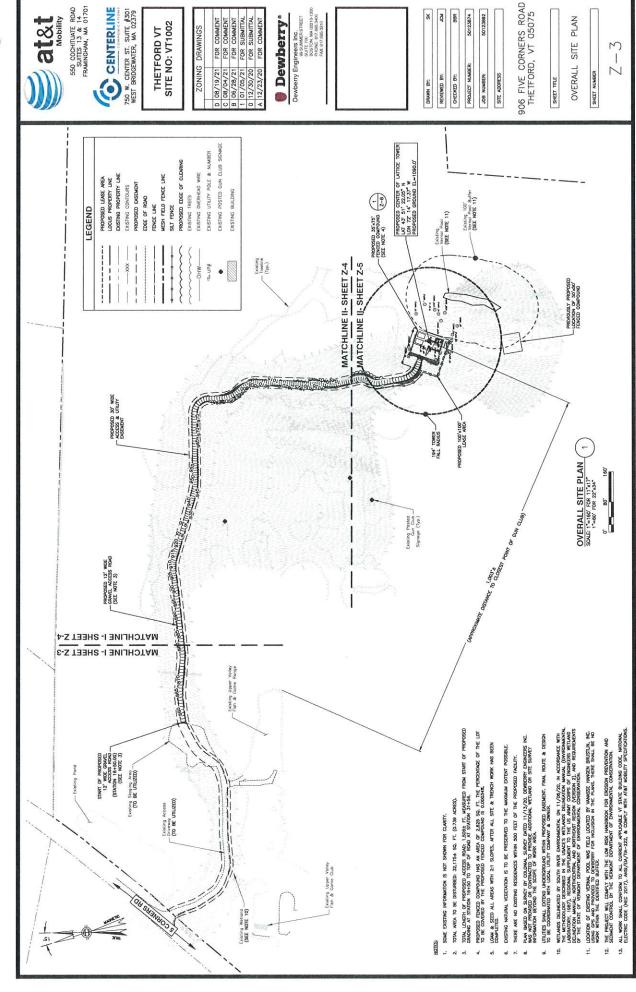
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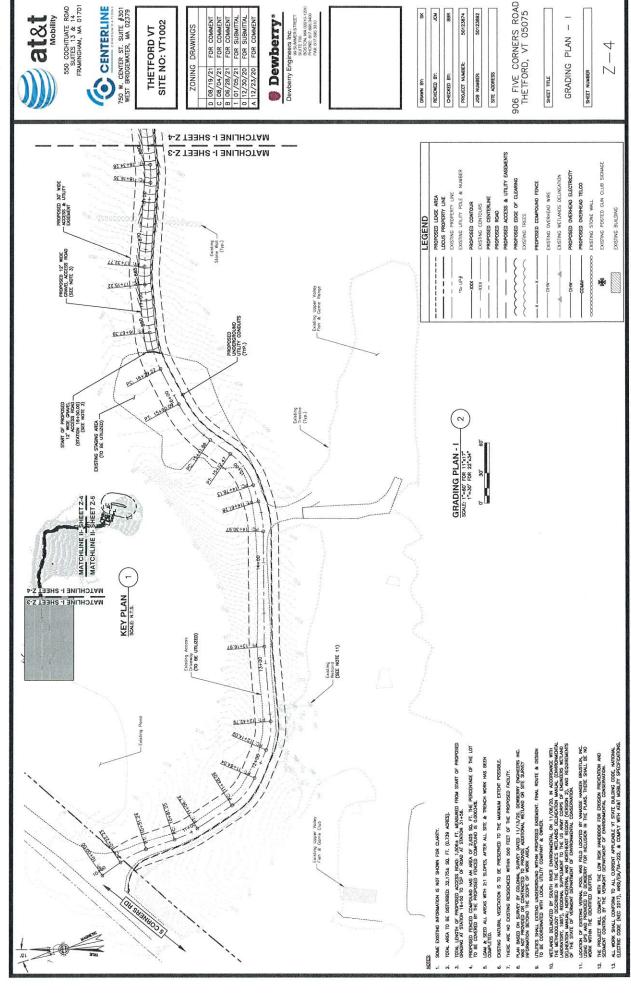
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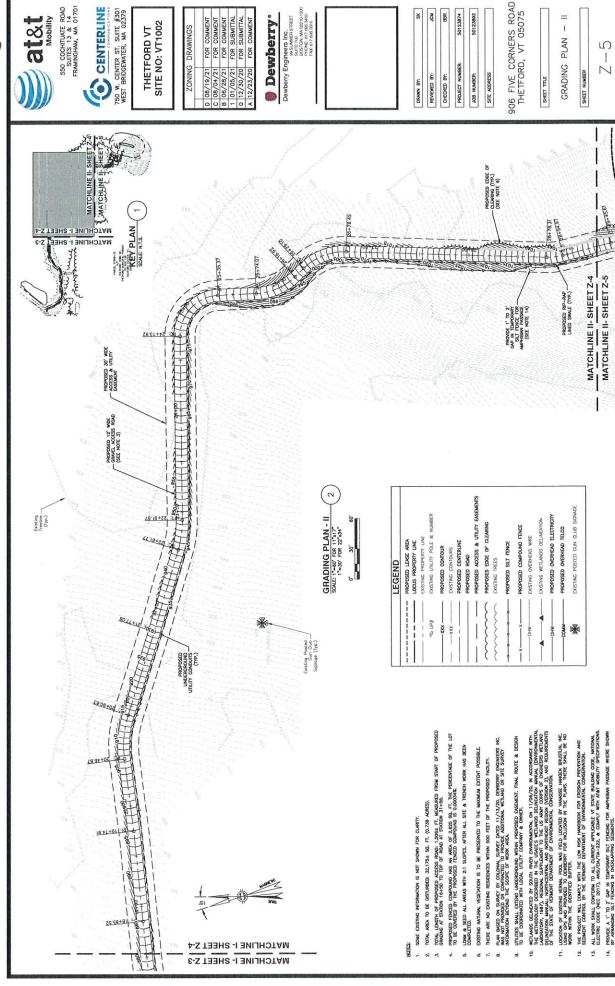
SITE PLAN

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550 COCHITUATE ROAD SUITES 13 & 14 FRAMINGHAM, MA 01701

at&t

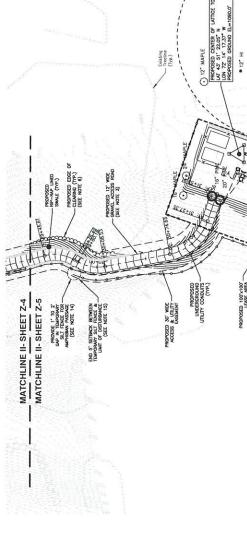


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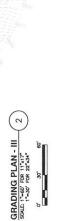
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- TOTAL AREA TO BE DISTURBED: 32,175± SQ. FT. (0.739 ACRES). SOME EXISTING INFORMATION IS NOT SHOWN FOR CLARITY.
- TOTAL LENGTH OF PROPOSED ACCESS ROAD, 1,506± FT. MEASURED FROM START OF PROPOSED GRADING AT STATION 16+50 TO TOP OF ROAD AT STATION 31+56.
 - PROPOSED FENCED COMPOUND HAS AN AREA OF 2,825 SQ, FT. THE PERCENTACE OF THE LDT TO BE CONFIRED BY THE PROPOSED FENCED COMPOUND IS 0,00034%.
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 - 9. UTLITES SHALL EXTEND UNDERGROUND WITHIN PROPOSED EASEMENT. FINAL ROUTE & DESIGN TO BE COORDINATED WITH LOCAL UTLITY COMPANY & OWNER.
- WET-MOS DEJIEKTED BY SOUTH RICHS ENANDMENTAL ON 11/06/70, IN ACCORDANCE WITH THE WETHOUSE CONFIDENCE WANNE, (DISMOMENTAL, LOCKNOOM, 1997), RECOVER, SIPA-LIDENT TO THE US MANY CORRESON RELIAND DEJIEKTION WANNE, PROBRIGHER, MELAND DEJIEKTION WANNE, PROBRESON (PRESSEN 2), AND REQUIREDATIS OF THE STATE OF WANNEST DESTINEATING, CONSEQUENCE, CONSEQUENCE, 2).
 - LOCATION OF EXISTING VERBAL. POOL WAS FIELD LOCATED BY WANGES: WANDEN BRUSTLIN, INC. USING OPS MONOTORED TO DEPREMENT FOR INCLUSION IN THE PLANS. THERE SHALL BE NO WORK WITHIN THE DEPRINEDS TOOT BEFFER. ÷
 - 12. THE PROJECT WILL COURTY WITH THE LOW RISK HANDBOOK FOR EROSION PREVENTION AND SEDIMENT CONTROL BY THE VERNIONT DEPARTMENT OF DRAINEDWAL CONSERVATION.
- ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE VT STATE BUILDING CODE, NATIONAL ELECTRIC CODE (NEC 2017), ANSI/EA/TIA-222, & COMPLY WITH AT&T MOBILITY SPECIFICATIONS. 14. PROVICE A 1" 10 2" GAP IN TEMPORARY SILT FENCING FOR AMPHEMA PASSACE WHERE SHOWN BY ARRANGING SLIJ FENCING IN OVERLAPPING SEGLEDITS.
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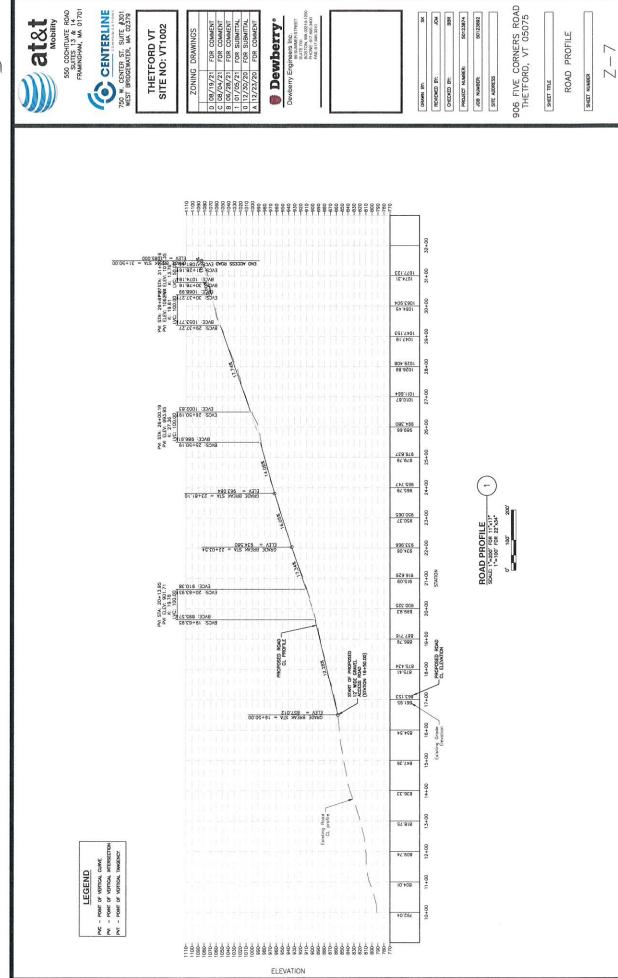


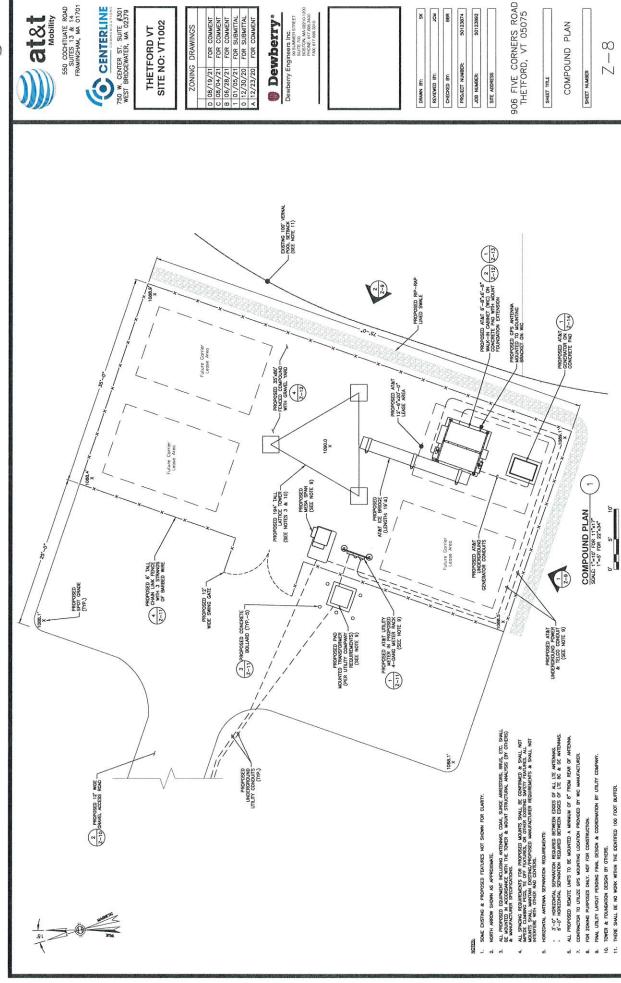
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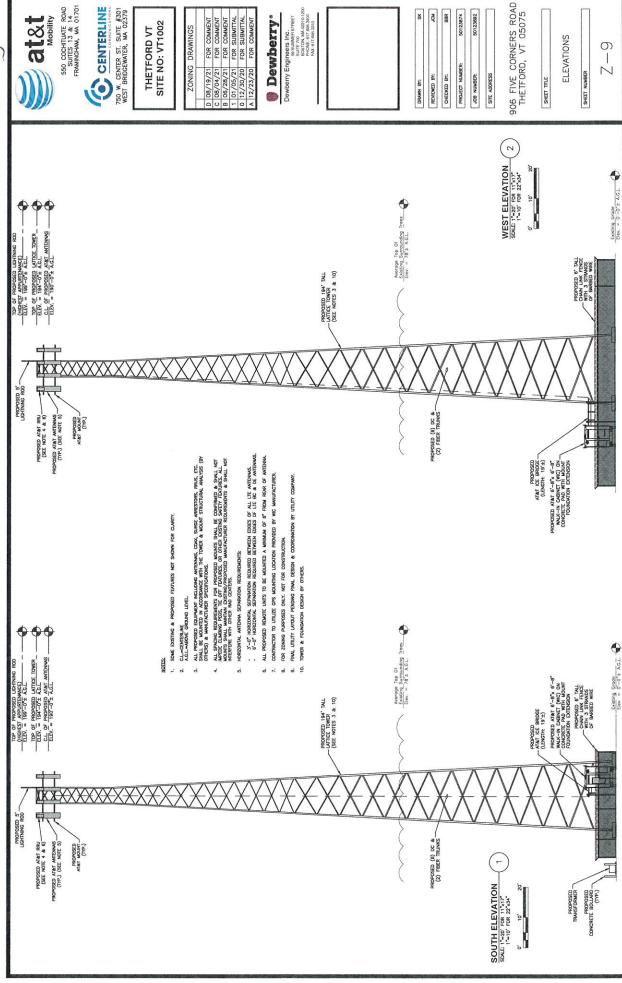
GRADING PLAN - III

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at&t Mobility

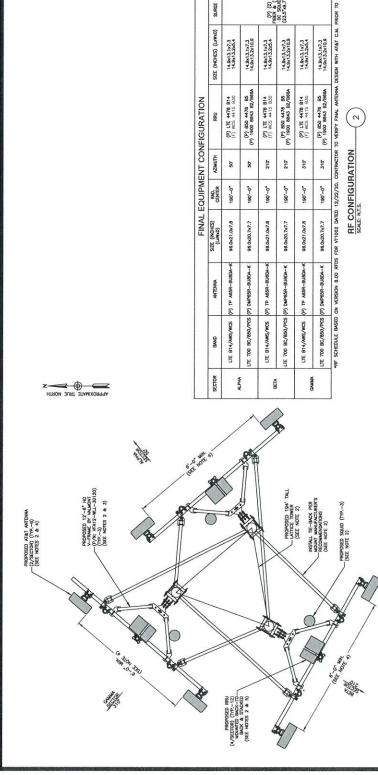
550 COCHITUATE ROAD SUITES 13 & 14 FRAMINGHAM, MA 01701

CENTERLINE

750 W. CENTER ST. SUITE #301 WEST BRIDGEWATER, MA 02379

THETFORD VT SITE NO: VT1002

ZONING DRAWINGS



SECTOR	BAND	ANTENNA	SIZE (INCHES) (LAWAD)	RAD. CENTER	AZIMUTH	RRU	SIZE (INCHES) (LXWXD)	SURGE	FIBER	8
7707	LTE B14/AWS/WCS	(P) TP ABSR-BUBDA-K	96.0x21.0x7.8	190,0	8	(P) LTE 4478 B14 (F) WCS 4415 B30	14,9x13,1x7,3 14,9x13,2x5,4			
	LTE 700 BC/850/PCS	LTE 700 BC/850/PCS (P) DMP65R-BUBDA-K	96.0x20.7x7.7	190'0"	8	(P) 850 4478 B5 (P) 1900 8843 B2/B66A	14.9x13.1x7.3 14.9x13.2x10.9			
*150	LTE B14/AWS/WCS	(P) TP ABSR-BUBDA-K	96.0x21.0x7.8	190'-0"	210	(P) LTE 4478 B14 (F) WCS 4415 B30	14.9x13.1x7.3 14.9x13.2x5.4	(P) (2)	(P) 2	(P) 6
5	LTE 700 BC/850/PCS	LTE 700 BC/850/PCS (P) DMP65R-BUBDA-K	96.0×20.7×7.7	190'-0"	210	(P) 850 4478 B5 (P) 1900 8843 B2/966A	14,9x13,1x7,3 14,9x13,2x10,9	00 Squib (23.5 x8.77)		
CAVIVA	LTE B14/AWS/WCS	(P) TP A65R-BU8DA-K	96.0x21.0x7.8	190,-0-	310	(P) LTE 4478 B14 (F) WCS 4415 B30	14.9x13.1x7.3 14.9x13.2x5.4			
	LTE 700 BC/850/PCS	LTE 700 BC/850/PCS (P) DMP65R-BUBDA-K	96.0x20.7x7.7	190'-0"	310	(P) 850 4478 B5 (P) 1900 8843 B2/B66A	14.9x13.1x7.3 14.9x13.2x10.9			

Dewberry Engineers Inc.
Sure swaders street
BESTON M. ACESTO-200
FAXE 617 866, 2010

Dewberry

D 08/19/21 FOR COMMENT C 08/04/21 FOR COMMENT B 06/28/21 FOR COMMENT 1 01/05/21 FOR SUBMITAL A 12/23/20 FOR SUBMITAL A 12/23/20 FOR SUBMITAL

50123874 PROJECT NUMBER: REVIEWED BY: CHECKED BY: JOB NUMBER: SITE ADDRESS

> ALL PROPOSED EQUIPADIT INCLUDIG ANTIDANG, COAX, SURGE, RRESTORS, RRINS, ETC. SHALL BE MONTED.
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> M. ACORDANGER, STANDARD STANDARD SPECIATIONS (OF OTHERS). ALL SPACING REQUIREMENTS FOR PROPOSED MOUNTS SHALL BE CONFINED & SHALL NOT MIPPORT CLUMBNG PECS, THE OFF FEATURES, OR OTHER SAFETY FEATURES. ALL MOUNTS SHALL MAINTAN EXEMINAPPROPOSED IMMURACTUREN REQUIREMENTS & SHALL NOT WITEFERE WITH OTHER PAG. CENTERS.

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HORIZONTAL ANTENNA SEPARATION REQUIREMENTS:

ANTENNA ORIENTATION PLAN SCALE: N.T.S.

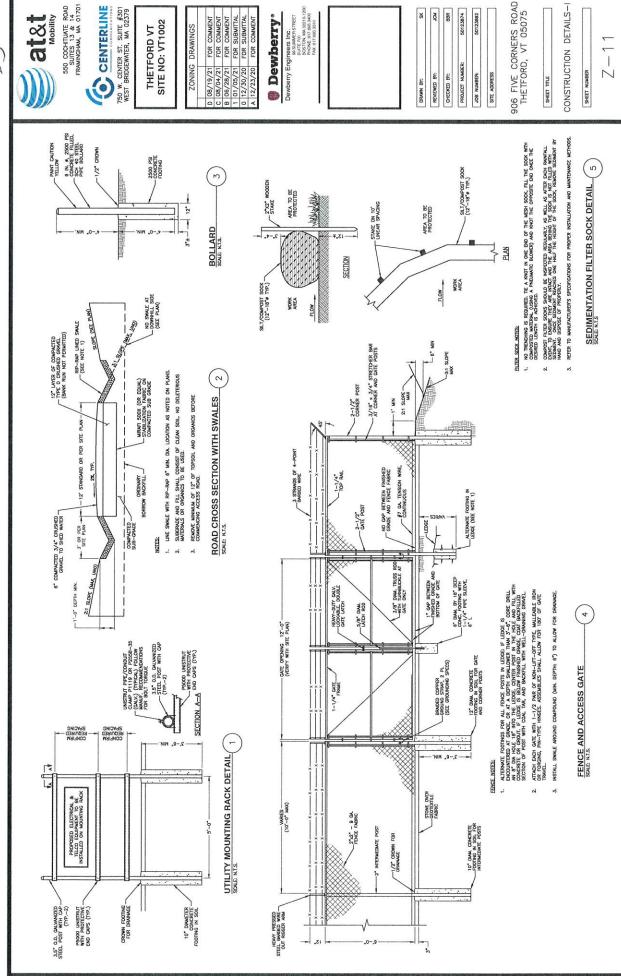
906 FIVE CORNERS ROAD THETFORD, VT 05075

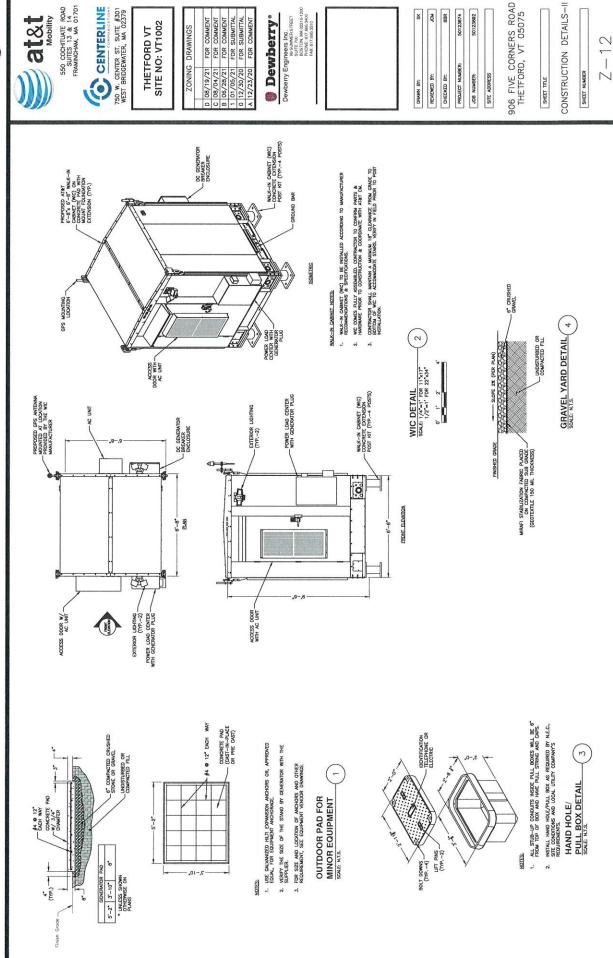
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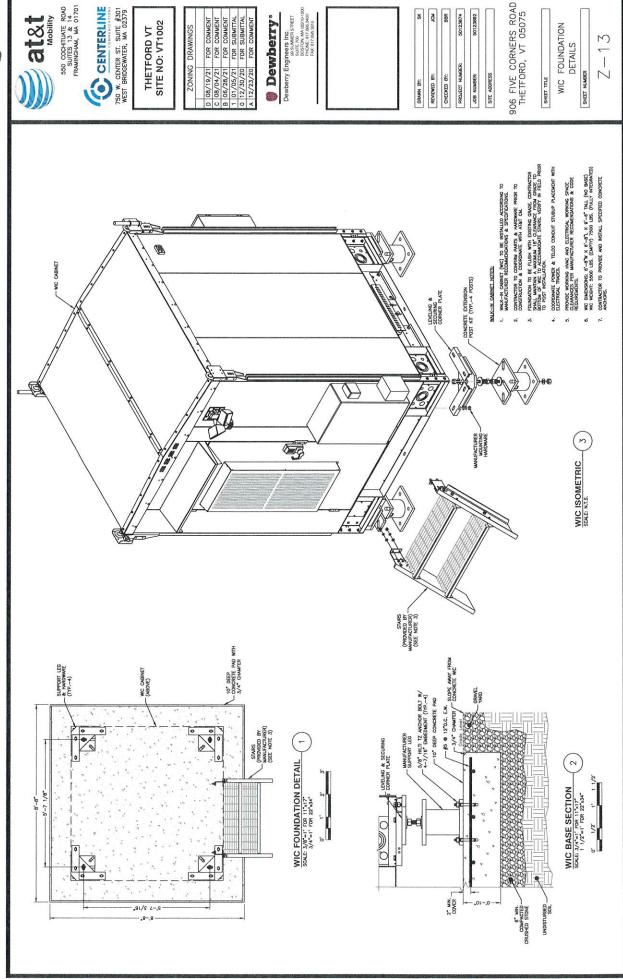
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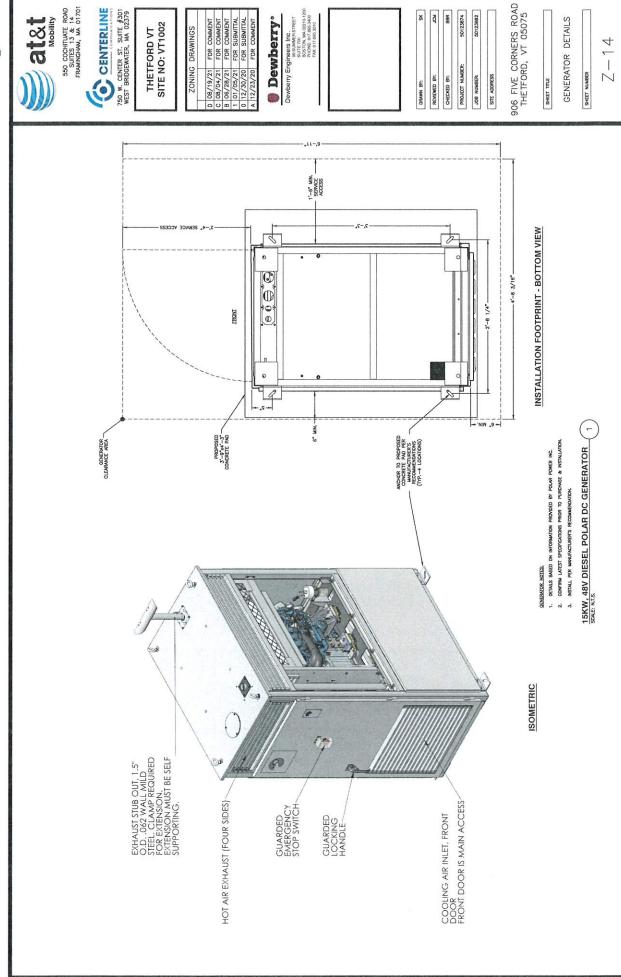
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Mobility









STATE OF VERMONT PUBLIC UTILITY COMMISSION

Petition of New Cingular Wireless PCS, LLC)	
requesting a certificate of public good, pursuant to)	
30 V.S.A. § 248a, authorizing the installation of)	Case No. 21-1227-PET
wireless telecommunications equipment at 906)	
Five Corners Road in Thetford, Vermont)	

MEMORANDUM OF UNDERSTANDING BETWEEN NEW CINGULAR WIRELESS PCS, LLC, THE TOWN OF THETFORD, AND THE VERMONT AGENCY OF NATURAL RESOURCES

With respect to the above referenced petition, New Cingular Wireless PCS, LLC d/b/a AT&T ("Petitioner" or "AT&T"), the Town of Thetford (the "Town"), and the Vermont Agency of Natural Resources ("ANR" and collectively the "Parties") hereby agree and stipulate as follows:

WHEREAS, on March 30, 2021, AT&T filed a petition for a certificate of public good ("CPG") pursuant to 30 V.S.A. § 248a (the "Petition") to install a wireless communications facility at 906 Five Corners Road in Thetford, Vermont (the "Project");

WHEREAS, on May 26, 2021, the Town filed a notice of intervention in this case; and

WHEREAS, the Parties, having had an opportunity to review and assess the Petition and additional information provided by Petitioner, have resolved all outstanding issues between them related to the Project, and have agreed that the conditions set forth in this Memorandum of Understanding ("MOU") should be included in any CPG issued by the Vermont Public Utility Commission (the "Commission").

THEREFORE, in consideration of the above and the undertakings and covenants set forth below, the Parties hereby agree as follows:

- 1. Petitioner shall submit to the Commission supplemental prefiled testimony and revised exhibits to describe and depict any Project changes necessitated by the CPG conditions specified in this MOU and to conform the Project to those conditions.
- 2. The following conditions shall be included in any CPG issued by the Commission in this matter, with the terms and conditions of this MOU to supersede any inconsistent prefiled testimony and exhibits:

a. CONSERVATION EASEMENT.

i. The Town, shall permanently conserve approximately 87.6 acres within the

- approximately 120 acre Thetford Town Forest, located at 906 Five Corners Road (SPAN 642-202-11297), as depicted on the Conservation Plan prepared by Dewberry Engineers, Inc., last dated July 15, 2021, depicted on Exhibit 1 to <u>Attachment A</u> and incorporated herein by reference (the "Conservation Land").
- ii. Permanent conservation shall be accomplished by the Town conveying a conservation easement with respect to the Conservation Land to Upper Valley Land Trust, Inc. ("UVLT"), consistent with the Letter of Intent between the Town and UVLT included herewith as Attachment A. The final form of the conservation easement shall be subject to ANR approval, through its Fish and Wildlife Department (which shall not be withheld or conditioned provided the Conservation Easement meets the purposes and the minimum features set forth below), in advance of conveyance by the Town. Prior to the conveyance, pins shall be placed along the boundary of the Conservation Land by a licensed surveyor. At a minimum, the conservation easement shall include the following features:
 - 1. The easement shall be perpetual in duration, and no residential, commercial, industrial or mining activities shall be permitted on the Conserved Land in order to advance the following purposes (the "Purposes"): conserve wildlife habitat and Highest Priority Interior Forest and Highest Priority Connectivity Blocks and protect rare, threatened and endangered plant species, water bodies and natural communities, including vernal pools, talus woodland and the Red Maple-Black Ash Seepage Swamp.
 - 2. The easement shall require that activities and uses proposed for the Conserved Land be identified within and performed in accordance with a management plan developed with the Town and approved by UVLT that is consistent with the Purposes (the "Management Plan")
 - 3. The easement shall allow for the Town to conduct limited forest management on the Conserved Land in a manner that is consistent with the Purposes pursuant to a forestry plan prepared by a Vermont licensed forester, which plan shall be a component of the Management Plan.
 - 4. The easement shall prohibit use of mechanized or motorized recreational vehicles of any kind on the Conserved Land.
 - 5. The easement shall allow for dispersed pedestrian recreational uses such as, birdwatching, cross-country skiing, fishing, hiking, snowshoeing, walking, wildlife observation, photography and hunting, which uses shall be identified in the Management Plan.
- iii. AT&T shall pay the reasonable and actual costs of the conveyance of the conservation easement to UVLT, including the \$7,000 one-time stewardship fee.

together with reasonable UVLT legal fees and staff costs incurred in negotiation of the easement, and contracted or staff costs incurred to document the baseline condition of the Conserved Land (as further described in Section 2(a)(v), below) up to \$14,000. AT&T shall, following issuance of the CPG, prepare an escrow account to deposit funds said sum of \$21,000 to be used by the Town in connection with the Conservation Land transaction, and paid to UVLT on or before the closing.

- iv. The Town shall convey the conservation easement to UVLT within two years of the issuance of the CPG for the Project. The easement shall be recorded in the land records. Within sixty days of closing, Petitioner shall send copies of the recorded conservation easement to the Parties, and submit a copy to the PUC.
- v. A Baseline Documentation Report ("BDR") shall be prepared prior to conveyance of the conservation easement. The BDR shall accurately depict the current state and natural resource values of the Conserved Land. Copies of the BDR shall be provided to the Parties prior to the conveyance of the conservation easement.
- vi. Prior to conveyance of the conservation easement, the Conservation Land shall remain in its natural state to support conservation purposes, and shall be free from all agricultural, residential, and commercial uses of any kind and from all activities that might damage, compromise, or interfere with ecological diversity and with the natural processes occurring therein. Any forest management activities on the Conserved Land prior to conveyance of the conservation easement must be approved in advance by ANR, through its Fish and Wildlife Department, pursuant to a forest management plan from a licensed Vermont forester, and shall be conducted primarily to preserve and enhance the parcel's contribution to Highest Priority Interior Forest and Highest Priority Connectivity Blocks and leave undisturbed the areas containing Rare Threatened and Endangered plant species, water bodies and natural communities such as the Black Ash and other swamps and talus woodland on the Conserved Land.
- vii. The Town and AT&T (if any lands that AT&T lease or have an easement to are utilized for access) shall provide ANR with access to the Conservation Land, on reasonable notice, to observe and monitor the condition of the Conservation Land and compliance with the terms and conditions of this MOU before the conservation easement is conveyed to UVLT. However, the Town and AT&T may require ANR representatives and/or visitors to comply with all safety and security requirements applicable to the Project site, including the Project access route.
- viii. Subject to the foregoing restrictions, site preparation and construction for the Project may commence before the conservation easement is conveyed to UVLT.
- b. **SEASONAL RESTRICTIONS.** Site preparation, construction, maintenance activities that require vegetation management or may cause earth disturbance, and decommissioning shall only occur between May 15 and August 31 or between October 16 and March 14, except for the following:

- ix. Initial construction of the Project in calendar years 2021-2022;
- x. Exigent circumstances imposing an imminent threat to the safety of persons and property at the Project; and
- xi. Where Petitioner obtains advance written approval from ANR.
- c. **TEMPORARY SILT FENCING.** Silt fence shall be installed as shown on Pages Z-4 through Z-6 of the Revised Site Plan Drawings, Exhibit ATT-JD-19. Petitioner shall remove erosion prevention and sediment control measures within 30 days following final stabilization.
- 3. Subject to compliance with the above conditions, AT&T and the Town agree that the Project will avoid an undue adverse effect under 30 V.S.A. § 248a(c), and ANR agrees that the Project will avoid an undue adverse effect on air and water purity and the natural resources under 30 V.S.A. 248a(c)(1), with due consideration having been given to the criteria specified in 10 V.S.A. §§ 1424a(d) and 6086(a)(1) through (8) and (9)(K).
- 4. The Parties agree that the Commission may approve the Project and issue an Order and CPG in this matter in accordance with the plans and specifications submitted with the Petition, as modified by the supplemental prefiled testimony, and the terms and conditions of this MOU. The Parties agree that to the extent any testimony or evidence submitted in this proceeding differs from the provisions of this MOU, the provisions of the MOU shall control.
- 5. This MOU may be modified only upon mutual written agreement by the Parties and is subject to any necessary Commission approvals.
- 6. The Parties agree that this MOU shall not be construed by any party or tribunal as having precedential impact on any future proceeding involving the Parties, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU.
- 7. Nothing in this MOU shall bind the Parties to take or refrain from taking any position on any issue not addressed herein, including any issue raised by any other party to this case, or in any future case.
- 8. This MOU is expressly conditioned upon the Commission's acceptance of all of its provisions, without material change or condition. The Parties agree that, should the Commission fail to approve this MOU in all material aspects, the Parties' agreements set forth herein shall terminate, this MOU shall not constitute any part of the record in this proceeding, and this MOU shall not be used for any other purpose. The Parties' agreements in this MOU shall not be construed by any party or tribunal as having precedential impact on any testimony or positions that may be advanced in these proceedings. Each Party shall be placed in the position that it enjoyed in this proceeding before entering into the MOU and shall have the right to submit filings in this case, including testimony.

- 9. This MOU shall be binding upon the future successors and assigns of the Parties, expressly including any entity to which all or a portion of the CPG is transferred, with any such prospective assignee / authorized CPG Holder to acknowledge and agree to adhere to all provisions of this MOU in any supporting testimony to the Commission.
- 10. Any disputes arising under this MOU shall be resolved by the Commission under Vermont law.
- 11. The Parties hereby waive their rights under 3 V.S.A. § 811 to review and comment upon a Proposal for Decision with respect to the issues addressed herein, and to present oral argument thereon, provided that the Proposal for Decision is consistent in all material respects with this MOU and contains conditions substantially similar to those set forth in this MOU.

Signature pages follow

Dated at Essex, Vermont, this 23rd day of August, 2021.

NEW CINGULAR WIRELESS PCS, LLC D/B/A AT&T

By:

William J. Dodge, Esq.
Downs Rachlin Martin PLLC
199 Main Street, PO Box 190
Burlington, VT 05402
802-846-8395
wdodge@drm.com

Case No. 21-1227-PET #5
Memorandum of Understanding: AT&T / ANR / Thetford
August 23, 2021

Dated at Waterbury, Vermont, this ____ day of August, 2021.

VERMONT AGENCY OF NATURAL RESOURCES

By:

Catherine Gjessing, Esq.
General Counsel
Vermont Fish & Wildlife Department
Commissioner's Office
1 National Life Drive, Davis 2
Montpelier, VT 05620-3208
802-595-3331
catherine.gjessing@vermont.gov

Case No. 21-1227-PET

Memorandum of Understanding: AT&T / ANR / Thetford

August 23, 2021

Dated at Burlington, Vermont, this __ day of August, 2021.

TOWN OF THETFORD, VERMONT

By:

Edward Adrian, Esq.
Monaghan Safar Ducham PLLC
156 Battery Street
Burlington, VT 05401
(802) 660-4735
eadrian@msdvt.com

ATTACHMENT A: LETTER OF INTENT FROM TOWN OF THETFORD, VT TO UPPER VALLEY LAND TRUST, INC. (INCL. MAP OF CONSERVATION LAND)

[To be attached]

20827806.1

20827806.3

PROPOSED FINAL: 08/16/2021

#5

Letter of Intent Town of Thetford (Town) and Upper Valley Land Trust (UVLT) August 23, 2021

This letter of intent (LOI) sets forth the basic terms, conditions and process upon which the Town and the UVLT will enter into a Permanent Conservation Easement on a portion of the Property described below.

Background

The Town has entered into a Lease with AT&T for the development and operation of a communications tower in the Town Forest, the Memorandum of Lease for which is attached as Exhibit 1. Pursuant to the certificate of pubic good (CPG) process with the Vermont Public Utilities Commission (PUC), the Vermont Agency of Natural Resources (ANR) has requested that a portion of the Town Forest be conserved by a Permanent Conservation Easement. The approximate area contemplated for conservation is set forth on the map attached as Exhibit 2. As a result of the disruption caused by COVID-19 and high transaction volume, the UVLT has indicated that it may not be able to complete the Permanent Conservation Easement acquisition process until sometime in 2022 or 2023. It is in the general public interest that the CPG process move forward expeditiously in order to allow AT&T to meet its obligations to the federal First Responder Network Authority, and to provide reliable wireless coverage in Thetford. Therefore the purpose of this LOI is to memorialize the parameters of the Permanent Conservation Easement, to be considered by the PUC as part of the CPG process, in order to allow a CPG to be issued prior to the finalization of the Permanent Conservation Easement.

Terms and Conditions

Transferor: Town of Thetford

Transferee: Upper Valley Land Trust

Portion of Property to be Conserved: An approximately 87.6-acre parcel of land in the Town Forest, located at 906 Five Corners Road (SPAN 642-202-11297), as shown on Exhibit 2 (the "Conserved Land"). Prior to the conveyance, pins shall be placed along the boundary of the Conserved Land by a licensed surveyor.

Purchase Price: The Conservation Easement is being donated by the Town to UVLT.

Third Party Developer: Both parties acknowledge that the Town has entered into a lease agreement with a third party developer (AT&T) whereby AT&T is constructing a telecommunications tower on a portion of the Town Forest just North of the proposed Conservation Easement. The Town and the UVLT agree that AT&T will take the lead in obtaining all necessary licenses, permits and approvals for development of the communications tower on the leased parcel.

<u>Due Diligence</u>: The Town and UVLT agree that AT&T will cover all costs of the Conservation Easement pursuant to an escrow account set-up for that purpose under the terms of a Memorandum of Understanding (the MOU) between AT&T, ANR, and the Town, attached here as <u>Exhibit 3</u>. The escrow account will contain \$21,000 to be used for the UVLT's one-time \$7,000 stewardship fee and \$14,000 to cover anticipated staff costs, legal fees, and the costs of a Baseline Documentation Report (BDR) (as described below). All billed fees shall be submitted to the Town and AT&T for review before the escrow funds are released.

As part of its due diligence, UVLT shall cause the record title of the Property to be examined, and shall notify the Town of the existence of any encumbrances or defects that may render the conveyance of a Conservation Easement untenable. It shall be the Town's responsibility to secure timely discharges, releases or subordinations of any existing liens, mortgages, rights of first refusal, or other material encumbrances which have the potential to conflict with the Conservation Easement.

Permanent Conservation Easement Parameters:

As part of the Town's and UVLT's collaboration for a definitive Permanent Conservation Easement, the parties agree that per the request of ANR the terms of the Permanent Conservation Easement shall include:

- 1. The Permanent Conservation Easement shall be perpetual in duration, and no residential, commercial, industrial or mining activities shall be permitted on the Conserved Land in order to advance the following purposes (Purposes): to conserve wildlife habitat and Highest Priority Interior Forest and Highest Priority Connectivity Blocks and protect rare, threatened and endangered plant species, water bodies and natural communities, including vernal pools, talus woodland and the Red Maple-Black Ash Seepage Swamp.
- 2. The easement shall require that activities and uses proposed for the Conserved Land be identified within and performed in accordance with a Management Plan developed by the Town and approved by UVLT that is consistent with the Purposes.
- 3. The Permanent Conservation Easement shall allow for the Town to conduct limited forest management on the Conserved Land in a manner that is consistent with the Purposes pursuant to a forestry plan prepared by a Vermont licensed forester, which plan shall be a component of the Management Plan.
- 4. The Permanent Conservation Easement shall prohibit use of mechanized or motorized recreational vehicles of any kind on the Conserved Land.
- 5. The Permanent Conservation Easement shall allow for dispersed pedestrian recreational uses such as birdwatching, cross-country skiing, fishing, hiking, snowshoeing, walking, wildlife observation, photography and hunting, which uses shall be identified in the Management Plan.

- 6. The Permanent Conservation Easement shall allow signage along the easement boundary line to control and limit public access.
- 7. Prior to the conveyance of the Permanent Conservation Easement, UVLT shall prepare a BDR to accurately depict the current state and natural resources of the Conserved Land, which BDR shall be signed and confirmed by the parties at the closing.

<u>Contingencies:</u> Town's obligation to convey the Permanent Conservation Easement will be contingent upon satisfaction of the following contingencies prior to closing:

- a) A CPG shall be issued to AT&T in PUC Case Number 21-1227-PET on terms and conditions acceptable to AT&T in its reasonable discretion. If a CPG is not issued, this LOI shall be null and void.
- b) If the LOI becomes null and void, there will be no obligation for payment of the \$7,000 stewardship fee. UVLT will be reimbursed from the aforementioned escrow account for all reviewed legal and staff expenses incurred, if any, up to the time that the CPG was denied. All unused funds will be returned to AT&T via the designated escrow agent.

Closing: It is anticipated that UVLT will close on the Conservation Easement no later than two years after the CPG has been issued, unless: (1) the PUC denies the CPG or (2) UVLT, with the approval of ANR, shall have released the Town from all obligations under this LOI.

Binding: The provisions of this LOI constitute a binding agreement between the parties, and are intended to set forth the parties' understanding of the basic terms, conditions and process upon which a Conservation Easement will be conveyed, in order to allow the PUC to make a determination on the pending CPG petition in Case Number 21-1227-PET.

Agreed to: Town of Thetford

3y:
Name: Edward G. Adrian, Attorney for the Town
Date:
Agreed to: Upper Valley Land Trust
Ву:
Name: M. Jean McIntyre, President
Ouly Authorized Signer
Date:
0826648 1

Senior and Affordable Housing Committee (SAHC)

- 1) Consideration for SAHC to change their committee's name
- 2) Selectboard to give charge to the SAHC*
- 3) Change of quorum for SAHC to 3 (max. of 5) members so committee may vote and proceed with decisions/actions.

*The Senior and Affordable Housing Committee will work with citizens of Thetford, the Town Manager, Town Planning Commission and regional agencies to address our town's housing crisis. The committee will provide education on the causes and solutions to our housing shortage and provide opportunities for citizen engagement to understand the issues and to participate in creating housing solutions for senior citizens, present citizens of Thetford and those that wish to make the town of Thetford their new home.

DRAFT Agricultural Tax Stabilization Procedure

Tax Stabilization Procedures: Farmland Taxpayers

- 1. Operation Procedures: a. All applications must be submitted to the Selectboard no later than February 1 of the year in which the contract is to become effective.
- b. Each contract so agreed upon by the Selectboard shall specify the maximum value to be stabilized, which cannot be exceeded and the contract shall specify the individual years of contract coverage.
- 2. Contract Terms and Criteria **a.** The land, buildings, and owner-occupied dwelling are set for municipal tax assessment and appraisal purposes at 50% of Fair Market Value.
- b. The farmer must prove that at least two-thirds (2/3) of his gross family income including husband, wife, and minor children, was derived from farming, by submitting copies of his Federal Income Tax Return. This requirement may be waived by a vote of the Selectboard should the Board determine that such a requirement would place an unfair burden on a beginning farmer. In this event, the Board may set a requirement of less than two-third (2/3) of gross income, but such lower limit shall not be for a period of longer than three (3) years.
- c. Any material changes in the ownership, occupancy or operation of the farm will result in the termination of the contract, unless the farmer obtains the written consent of the Selectboard within thirty (30) days of the date of said change.
- d. Farming is defined as "the raising or harvesting of any agricultural commodities on 25 acres or more of agricultural land, including the operation of a stock, dairy, poultry, bee, fruit, or truck farm; or plantation; ranch; nursery; range; orchard; or oyster bed; and income in the form of crop shares received from the use of the land."
- e. In the event of sale of all or part of the property for consideration in excess of 50% of Fair Market Value, the farmer would have to reimburse (rollback) the Town for the difference between taxes actually paid and the taxes which would have been paid without stabilization, plus 12%

interest. Nothing shall prohibit the Town from entering into a contract containing a "right of first refusal" clause.

- f. The farmer must agree to make every reasonable effort to keep his land open for hunting, fishing, and other recreational uses.
- g. In the event that the farmer leases the land which is to be stabilized, he and his family must reside and maintain a household on the leased farm throughout the term of the agreement.
- h. Only one homestead may be stabilized in each individual contract.
- i. Any dispute as to the terms or conditions of the Agreement is to be resolved by the Thetford Board of civil Authority.

From: Tara Bamford < tebamford@gmail.com >

Date: Mon, Aug 16, 2021 at 12:03 PM

Subject: Connecticut River Joint Commissions UV Subcommittee

To: <selectboard@thetfordvt.gov>

Cc: Linda Matteson < lbmatteson@gmail.com>

Dear Chairperson Harkay-

I am writing to resign as one of Thetford's representatives to the CRJC Upper Valley Subcommittee. This is a very important group and very important for the town to remain actively involved. The good news for the Selectboard is that former rep. Linda Matteson has remained very involved as an alternate and would be willing to step back up as a regular member if desired. I'll copy here her so she can confirm her interest.

Tara

Tara E. Bamford
Community Planning Consultant

802-295-1862

Experience, Innovation and Common Sense Solutions

Errors and Omissions Certificate

The Board of Listers	of the Town	ofTov	nettoro vn Name		are herel	by supplyin	g the follo	wing changes to
the July 21 Final Grand Lis	20 21 t Date							
Owner: John H Jr. a	and Catheri	ne A Vansa	ant		SPAN	_{1:} 642-202	-11374	
Real Value Change:	From: \$27	'5,930	_ To: _	224,620		_ Differenc	e: <u>\$51,31</u>	0
Homestead: From		To:		NonResi	dential: I	From \$275	,930	To: \$275,930
Reason: Cabin was	removed fi	om propert	y in wir	nter of 20	20.			
Owner:		,			SPAN	J:		
Real Value Change:	From:		_ To: _			Differenc	e:	
Homestead: From		To:		NonResi	dential: I	From		To:
Reason:								
Owner:		,						
Real Value Change:	From:		_ To: _			_ Differenc	e:	
Homestead: From		To:		NonResi	dential: I	From		To:
Reason:		 , ,					·	
Date:								
		, Lister				, S	Selectboard	d
		, Lister _				, S	electboard	l
		, Lister				, S	Selectboar	d
I,	, to	own clerk of				_ certify re	ceipt of th	ese changes. This
certificate will be atta	ached to or r	ecorded in th	ne grand	list of			for tax	year
Date:						, Town Cle	rk	
When real or personal of approval of the selectbothereon of the fact; prohomestead declaration	oard, before I vided, howev	December 30, er, the listers	may sup may mal	ply such or ke a correct	nissions o ion result	or correct suc	ch errors ar	nd make a certificate

Request to Cater Malt, Vinous and/or Spirituous Liquors

\$20.00 Fee (must be included)

Make fee payable to Liquor Control
Caterer's License Number 6170-001
Licensee Corporation Name: Monkey Hospitality, LLC
Doing Business as: The Monkey House
Street: 30 Main St Town/City Winooski
Contact Name & Phone: Ryan Smith 802-233-5928 / Ali Nagle 203-913-5627
Email or Fax: Fluidbarservicevt@gmail.com / ali.monkeyhouse@gmail.com
BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION
1) Describe type of event to be catered:Wedding Reception
2) Street address of event:341 Quinibeck Road, Post Mills, Camp Ohana
3) Date of catered event: <u>10/2/2021</u>
4) Hours of operation from beginning to end: 3:00PM-11:00PM
5) Approximate # of persons expected: _70 guests
Signed: Ali Nagla Date: 8/16/2021
Each catered event must have approval from the Town/City before
Submitting this application to Liquor Control.
Towns Recommendation (please circle one) Approved Disapproved
Town/City Clerks Signature (Catered location) Town/City Date

SUBMIT THIS APPLICATION TO DLC AT LEAST 5 DAYS PRIOR TO EVENT DIRECTIONS:

Submit to Town/City clerk for approval (Town/City Clerk will send to DLC).

- 1) Follow all liquor control laws and regulations (what applies to a first or first and third class license also applies to the caterer's license).
- 2) Must have a defined area for serving and consumption of alcohol with designated barriers.
- 3) Must have separate toilet and lavatory facilities available for both men and woman.
- 4) Provide sufficient number of employees for control purposes.

THE LICENSE MUST BE POSTED ON PREMISE OF EVENT

Request to Cater Malt, Vinous and/or Spirituous Liquors

\$20.00 Fee (must be included)

Make fee payable to Liquor Control	
Caterer's License Number 6170-001	
Licensee Corporation Name: Monkey Hospitality, LLC	
Doing Business as: The Monkey House	
Street: 30 Main St Town/City Winooski	
Contact Name & Phone:Ryan Smith 802-233-5928/ Ali Nagle 203-913-5627	
Email or Fax: Fluidbarservicevt@gmail.com / ali.monkeyhouse@gmail.com	
BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION	
1) Describe type of event to be catered:Wedding Reception	
2) Street address of event:341 Quinibeck Road, Post Mills, Camp Ohana	
3) Date of catered event:10/10/2021	
4) Hours of operation from beginning to end: 3:00PM-11:00PM	
5) Approximate # of persons expected: _100 guests	
Signed:	
Each catered event must have approval from the Town/City before	
Submitting this application to Liquor Control.	
Towns Recommendation (please circle one) Approved Disapproved	
Town/City Clerks Signature (Catered location) Town/City Date	

SUBMIT THIS APPLICATION TO DLC AT LEAST 5 DAYS PRIOR TO EVENT DIRECTIONS:

Submit to Town/City clerk for approval (Town/City Clerk will send to DLC).

- 1) Follow all liquor control laws and regulations (what applies to a first or first and third class license also applies to the caterer's license).
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- 3) Must have separate toilet and lavatory facilities available for both men and woman.
- 4) Provide sufficient number of employees for control purposes.

THE LICENSE MUST BE POSTED ON PREMISE OF EVENT

Town of Thetford Town Manager's Office

Memorandum

August 20, 2021

To: Town of Thetford Selectboard

Re: Authorization to Install Underground Electrical Power Lines in Town Roads

I have received two requests for the installation of underground power lines in or across town roads that require your approval.

Five Corners Road

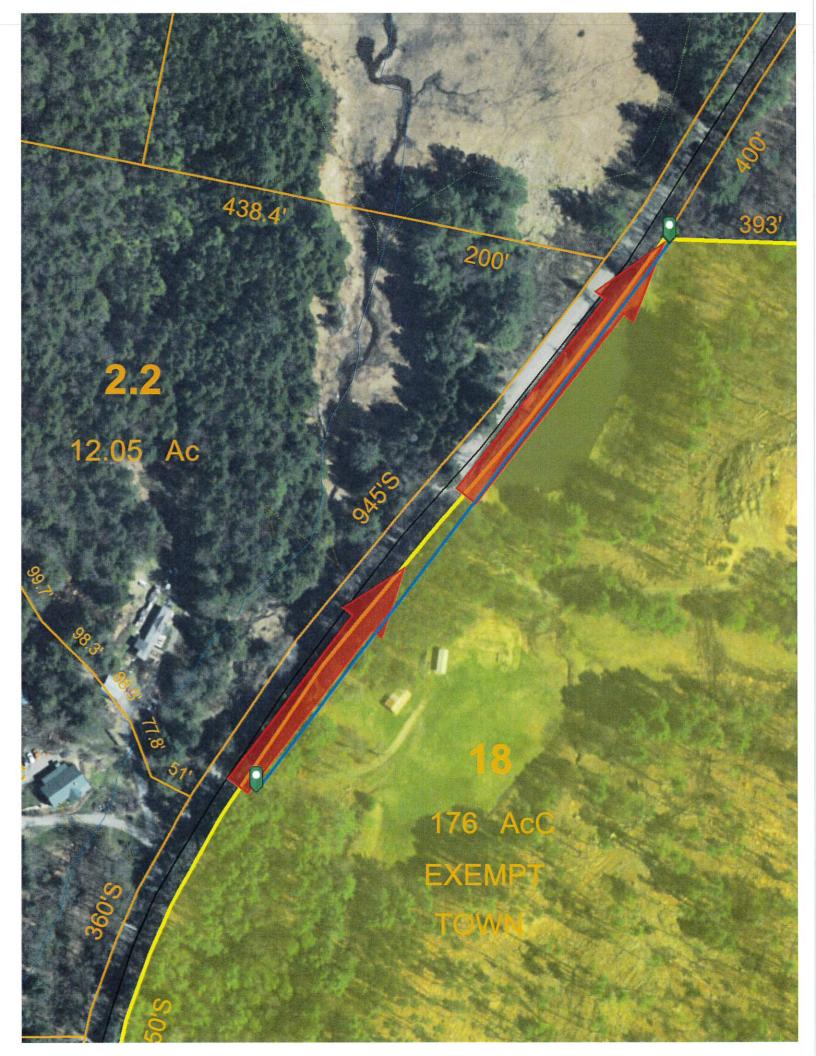
The first request is from Pat Dixon, an electrical contractor, for the installation of approximately 955 linear feet of electrical power cable (see attached GIS Map) for Mr. Thomas Troy, whose property is north of the Town Forest on Five Corners Road. Dale Lewis, DPW Foreman, and I meet with Pat Dixon, his subcontractor (Blake Excavating), and Kevin Matte from GMP, and walked the project with them. The proposal is to excavate a 2-3-foot-wide trench approximately 18-24 inches from the shoulder of the road. The electrical wire will be installed in conduit pipe and the trench will be back filled to the same or better condition of the existing road. In addition, Blake Excavating has agreed to install free of charge, a new 18-inch HDPE culvert provided by us to replace an existing metal culvert pipe going across the road. Dale Lewis and I both agree this project will be beneficial to Mr. Troy, GMP, the Town, and recommend approving this request.

319 Cadwell Road

Mr. Conrad Reining is requesting an approximate 55 linear feet road cut across Cadwell Road (see attached GIS Map) for the installation of underground power cable in conduit. This project will allow Mr. Reining and GMP to remove a pole that is current situation 60-80 linear feet from the road. Dale Lewis and I have met and conferred with Mr. Reining

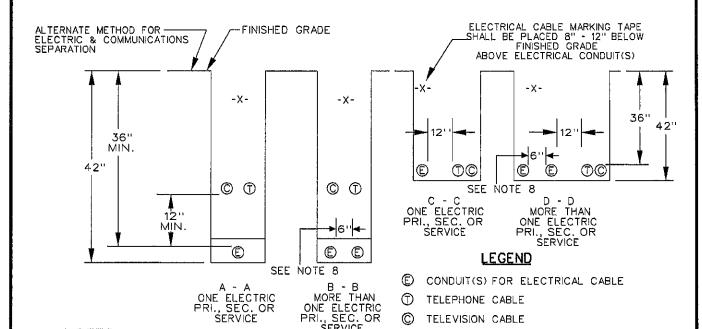


and feel the project would be beneficial for both Mr. Reining and GMP and recommend approving Mr. Reining request.





TYPICAL TRENCH CROSS-SECTION U.G. CABLE IN CONDUIT



NOTES:

- PRI., 0 TELEVISION CABLE SERVICE X-UNDERGROUND ELECTRICAL CABLE MARKING TAPE
- ALL TRENCHES AND ELECTRICAL CONDUIT(S) REQUIRE APPROVAL BY AN UTILITY INSPECTOR BEFORE BACKFILLING.

2. ALL TRENCHES SHALL BE A MINIMUM OF 18 INCHES WIDE. THE CONDUIT SHALL BE EMBEDDED IN NATIVE SOIL, THAT WILL PASS A 4 INCH MESH. THIS MATERIAL SHALL BE A MINIMUM OF 4 INCHES THICK ON ALL SIDES OF THE CONDUIT. THE REMAINDER OF THE BACKFILL SHALL BE CLEAN, AND, SHALL NOT CONTAIN ROCKS LARGER THAN 8 INCHES IN ANY DIMENSION. CAREFULLY COMPACT THE FULL DEPTH OF BACKFILL, UNDER TRAVELLED WAYS AND PARKING LOTS. THE MINIMUM DEPTH, UNDER A HIGHWAY, SHALL BE 48 INCHES RATHER THAN 36 INCHES. MOUNDING THE TRENCH, TO PROVIDE THE REQUIRED DEPTH, IS NOT ALLOWED.

UNDER THE FOLLOWING CONDITIONS, PVC CONDUIT SHALL BE ENCASED. IN A MINIMUM 4 INCH ENVELOPE OF NORETE. IF NECESSARY FOR LOGISTICAL REASONS, RIGID STEEL CONDUIT MAY BE SUBSTITUTED FOR CONCRETE CONCRETE ENCASEMENT.

- CROSSINGS OF WATER, SEWER, AND GAS PIPES. CROSSINGS SHALL BE DONE AT NINETY DEGREES IF POSSIBLE. NORMALLY, THE ELECTRICAL CONDUIT SHALL BE A MINIMUM OF 18 INCHES ABOVE THE PIPE. CAREFULLY COMPACT THE FILL BELOW THE ELECTRICAL CONDUIT. CONCRETE ENCASEMENT IS REQUIRED FOR 10 FEET ON EACH SIDE OF THE PIPE.
- UNDER THE TRAVELLED WAY OF CITY STREETS. AND, UNDER TOWN HIGHWAYS, IF REQUIRED BY THE TOWN. A PIPE SLEEVE, SURROUNDING THE PVC CONDUIT, MAY BE SUBSTITUTED.

 CONDUIT WITHIN 20 FEET OF TANKS CONTAINING FUELS OR SOLVENTS. THESE TANKS MAY BE ABOVE OR
- BELÖW GRADE.
- TRENCHES SHOULD BE LOCATED 10 FEET FROM ANY STRUCTURE, UNLESS THE CONDUIT IS GOING TO THE STRUCTURE. CONTACT ENGINEERING IF CLOSER APPROACHES ARE NECESSARY.
- TRENCHES SHOULD BE LOCATED 10 FEET FROM ANY WATER, SEWER, OR GAS PIPE THAT PARALLELS THE CONDUIT, CONTACT ENGINEERING IF CLOSER APPROACHES ARE NECESSARY.
- 6. COMMUNICATIONS CABLES AND CONDUITS MAY BE LOCATED IN THE SAME TRENCH WITH ELECTRIC CABLES OR CONDUITS. A MINIMUM HORIZONTAL OR VERTICAL SEPARATION OF 12 INCHES IS REQUIRED. ELECTRICAL CONDUITS SHALL BE SEPARATED BY 4 INCHES. THESE DISTANCES ARE MEASURED SURFACE-TO-SURFACE NOT CENTER-TO-CENTER.
- 7. DEPTHS SHALLOWER THAN 36 INCHES MAY BE ALLOWED WHERE OBSTRUCTIONS SUCH AS LEDGE ARE ENCOUNTERED. ANY PORTION OF THE CONDUIT SHALLOWER THAN 24 INCHES SHALL BE COVERED WITH A MINIMUM 2 INCH CONCRETE CAP. THE CONCRETE SHALL EXTEND DOWN TO THE LEDGE (OBSTRUCTION), IF THE CONDUIT MUST BE WITHIN 12 INCHES OF THE SURFACE IT SHALL BE ENCASED IN A 4 INCH ENVELOPE OF CONCRETE. THE CONCRETE SHALL NOT BE MOUNDED IN SUCH A WAY AS TO BE A TRIPPING HAZARD. RIGID STEEL SHALL NOT BE USED AS A SUBSTITUTE FOR BURIAL DEPTHS SHALLOWER THAN 24 INCHES. EXCEPTION: WHILE CONCRETE ENCASEMENT IS RECOMMENDED FOR CUSTOMER OWNED SHALLOW BURIED CONDUITS, RIGID METAL CONDUIT MAY BE SUBSTITUTED PER NEC TABLE 300-5 (TABLE 300-50 FOR PRIMARY).
- 8. OPPOSITE SIDE CONDUITS FOR A LOOP FEED PRIMARY URD MUST HAVE ADEQUATE SEPARATION TO PROVIDE THE DESIRED INCREASE IN RELIABILITY. IF THE TWO CONDUITS ARE TO PARALLEL EACH OTHER, THEY SHALL BE SEPARATED BY A MINIMUM OF 2 FT HORIZONTALLY. THE 6 INCH SEPARATION, SHOWN IN SECTION B-B AND D-D WOULD BE INCREASED TO 24 INCHES, THE DEVELOPER SHOULD BE ADVISED OF THE POSSIBILITY OF INSTALLING CONDUIT PER SECTION B-B. ALTERNATIVELY, THEY SHALL BE ENCASED IN CONCRETE WITH THE CONDUITS SEPARATED BY A MINIMUM OF 3 INCHES, AND, THE CONDUITS SHALL BE A MINIMUM OF 4 INCHES FROM THE SURFACE OF THE CONCRETE.



DISTRIBUTION **STANDARD**

App'd: RIS

DATE: 12/12 STANDARD NUMBER

2125 Page 1



20

21

22

23

24

25 26

27

28

29

30

31 32

Town of Thetford Vermont

3910 Vermont Route 113 · P.O. Box 126 · Thetford Center, VT 05075 802-785-2922 · thetfordvermont.us

1	Selectboard Special Meeting *Draft* Minutes
2	Thetford Town Offices
3	(w/Virtual Attendance Option)
4	Monday, 8/9/2021 7:00pm
5	
6	Selectboard members present: Sharon Harkay (Chair), Li Shen (Vice-Chair), Mary Bryant, Steve
7	Tofel
8	Selectboard members absent: Nick Clark
9	Others present: Bryan Gazda (Town Manager), Tracy Borst (Town Clerk/Treasurer), Martie
10	Betts (Selectboard Assistant)
11	Total attendance in meeting room: 1
12	Total Zoom attendance: 13
13	Discussion Participants: Stuart Rogers, Melissa Krzal
14	
15	Sharon Harkay called the meeting to order at 7:00 PM.
16	
17	1) Agenda Review
18	Li Shen said she would like to add one item having to do with masks and the COVID Delta
19	variant. The item will be added after the Liquor Commission.

2) Town Manager Report - Bryan Gazda

a) Route 132 Update

Bryan said he has received some weekly reports from Stantec, and they are somewhat technical, but basically, they are right on schedule and have been putting in sub-base on 200' - 300' of linear feet per day. The majority of the culvert pipes are in. They are now working between Cream Street and the Thetford/Norwich Town line.

b) Treasure Island Update

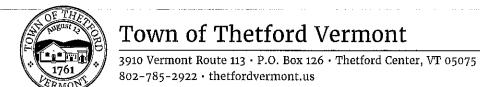
We are getting towards the end of the season. Amy Fahey provided an update and Brittany Burke, the beach manager, put in her last day as of Saturday (7th). Bryan thanked Brittany for coming on board and her efforts to provide swimming lessons. Staffing has been a concern all summer, and for the rest of the season there may or may not be either a lifeguard or gate attendant. The plan is to stay open through Labor Day, but at times with swimming at your own

risk. It will be posted if no lifeguard is on duty. 33

- Li asked how fees would be collected with no gate attendant. Bryan said there wouldn't be a sure 34
- way to collect fees, but the decision was made to stay open for those people who purchased a 35

Season Pass. 36

- There were some programs that took place. The Montshire Museum came out twice and there 37
- were 20 25 children per event. They had Story Hour with Emily, from the library, which was 38
- 39 very popular, and there was Paddleboard Yoga. Bryan has asked Amy to brainstorm for other
- events that would make it four-seasonal. 40
- Sharon said she received an email from a resident asking if there was any chance we would leave 41
- 42 Treasure Island open beyond Labor Day, as there may already be swim at your own risk in place
- for some of the rest of the season. 43



Bryan said it would come down to opening and closing the gate. He'll take a look and see what he can do.

c) Staff Emergency Training

Bryan said he emailed Mariah and they are working on getting someone from Vermont Emergency Management to come and do the training.

d) Other

Bryan said the FEMA funds for the Cranberry Hill Road project came in. There are still four other projects, but receiving this money is a good sign.

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Bryan told the Selectboard he would like to add an agenda item about the Lebanon landfill for the next meeting. Lebanon is starting a new permitting process for their landfill, and they are updating their agreement with Upper Valley municipalities. Thetford will need to sign an agreement with Lebanon for residents to be able to use their landfill and there are three options presented to the towns. An individual can go online or directly to the landfill, they can purchase their permit from the Town Clerk, or the town can opt out entirely. If a Town Clerk agrees to sell the permits, that Town Clerk then becomes an agent of the city of Lebanon, which means they need to adhere to all city codes, including their "Welcoming Lebanon Ordinance" which pertains to immigrant status. Thetford residents can take their trash to the Thetford Transfer station on Saturdays, or still go to the Hartford Transfer station, although Bryan said it is his understanding that Hartford may be limiting services in the future. Lebanon would like to have signed agreements by September 1.

21 22 23

Bryan said the Municipal Grant is due on November 1st and he thinks a water system review of the different water districts in town would be a good use of that money. Mary Bryant thought that sounded like a good plan.

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3) Consideration of AT&T MOU and Letter of Intent to Conserve Town Forest Land

Sharon said this agenda item is going to be part of Bryan's report because the Upper Valley Land Trust has submitted questions about the agreement that was ready for review and possible acceptance by the Selectboard.

Bryan said that the attorneys were supposed to meet this morning, but he received an email that 31

the meeting was postponed. There are two documents to be considered, the Memorandum of 32

33 Understanding (MOU) between AT&T, the town and the Agency of Natural Resources, plus a letter of intent between town and the Upper Valley Land Trust (UVLT). The UVLT would like

34 changes made to both the MOU and the letter. AT&T has requested an extension to at least 35

36 August 31. Bryan said he questions why they aren't looking for another 30-day extension as

37 there are still things that have to be done. Bryan said he would like our engineering firm to look 38

at the plans.

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4) Public Comment

No public comment.

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5) Discussion of Telecommuting Policy

Sharon explained that Li and Bryan have been working on this policy.

#13



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- 1 Mary Bryant said she would like to see more flexibility with the section that speaks to in-home
- 2 care duties. Someone may be in a certain situation such as having a sick family member and
- 3 might have to take them to the doctors. Mary would prefer to trust the employee, let them take
- 4 their time and fill in their hours later in the evening.
- 5 Sharon asked what the source was for the document. She was also a little confused because she
- 6 didn't think the Town Manager had the ability to tell elected people what they can and cannot do
- 7 and yet the agreement signature page includes elected officials.
- 8 Bryan said he and Li did an extensive internet search, and this was the only one they found
- 9 which is from the City of San Francisco. The other thing to consider is equipment. Do we want
- to exempt elected officials?
- Li pointed out that elected officials can agree to be bound by the town personnel policy. Isn't it
- the same thing?
- 13 Tracy said there should be some clarity to what extent the policy comes into play. She gave the
- example of trying to be on a Zoom meeting in an office with two other people, plus members of
- the public who may come in. If she stays home to take the meeting there, is she telecommuting?
- Bryan said they could identify a certain number of hours a week, if we wanted to put that in
- 17 there. Aside from the Department of Public Works staff, this would be for everybody else.
- 18 Li said that if they decided they needed the policy, for just a Zoom call this seems like overkill.
- 19 But the situation with the previous Recreation Director, who took home a lot of files with
- 20 personal information and then left them there when he moved, would require this type of policy.
- 21 Bryan said this could be a general policy with more flexibility, but these are the guidelines.
- Li said it is possible that a future employee might be interested in working from home, and this
- would give us something to fall back on.
- 24 Sharon brought up lack of office space in Town Hall.
- 25 Bryan said there is a definite shortage of office space. For instance, the Recreation Director and
- other part time positions work at nights, on the weekends and early mornings before they go to
- work. This would be a benefit to them. It would set a standard, give direction on resources, town
- equipment, and who is getting what. Instead of putting that responsibility on the Town Manager,
- 29 you have a policy moving forward.
- 30 Stuart Rogers asked if this policy has this been reviewed by VLCT, and if not, he would strongly
- 31 recommend it. The purpose of elected officials signing the personnel policy was so they could
- receive benefits as they are not town employees. They do not answer to a Town Manager.
- 33 Sharon liked the idea of VLCT having a look at it. Sharon also thought one or two bullet points
- should be added to the agreement page to point out that an employee can't save any town
- business to a personal hard drive or keep any confidential files at home.
- Mary asked if they could go back to the discussion on her point about flexible hours.
- 37 Sharon said she didn't disagree with Mary. Sharon thinks that flexible time is important.
- Tracy explained that when she works remotely, she uses her VPN to log on to her office
- 39 computer. Files are accessed that way, not by saving on a personal computer. Tracy also noted
- 40 that on the first page it refers to doing personal business during unpaid lunch periods, but town
- 41 employees have a paid lunch period.
- 42 Steve wondered if they could add language that flexible hours could be arranged with the Town
- 43 Manager. The Town Manager would have the flexibility to authorize work hours.



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- 1 Sharon said she would be interested in what VLCT has to say and asked Bryan and Li to make
- 2 the changes discussed and send it out again. She thanked Li and Bryan for their work on the
- 3 policy.

4 5

6) Consideration of Lake Wise Program

- 6 Sharon said they have seen the presentation about the Lake Wise Program and now they need to
- 7 decide whether to participate. Sharon said she doesn't see how the town could possibly lose. The
- 8 town doesn't have to follow any or all of the recommendations and the assessment doesn't cost
- 9 the town any money.
- 10 Li Shen added that it would give the town information about natural resources that are there and
- what might be potentially damaging to those natural resources.
- Mary Bryant agreed and said she appreciated the partnership with the Lake Fairlee Association.
- 13 Steve Tofel added that shoreline property owners are also being contacted about the program,
- and he felt it would be a good thing for the town to lead by having the assessment.
- 15 Motion by Sharon Harkay that we ask the White River Conservation District to conduct a Lake
- Wise assessment at Treasure Island. **VOTE by roll call**: Steve Tofel in favor, Mary Bryant in
- favor, Li Shen in favor, Sharon Harkay in favor

18 19

7) Setting the 2021 Tax Rate

- 20 The Selectboard reviewed the information put together by the Tracy and Bryan.
- 21 The documents and process were discussed.
- 22 Motion by Li Shen to set the town tax rate at 0.822289, as presented in the documents before us.
- 23 VOTE by roll call: Steve Tofel in favor, Mary Bryant in favor, Li Shen in favor, Sharon Harkay
- 24 in favor

25 26

8) Discussion of Zoning Administrator and Lister's Clerk Positions

- 27 Bryan gave a summary of the search-to-date for a candidate for these positions. Bryan said one
- candidate decided against the position as it was not full time, and they were looking for benefits.
- 29 Bryan said he would still like to combine the two positions, making it a full-time position, but he
- would look at the budget to make sure it could be funded.
- 31 Sharon wondered about starting the position at 32 hours with benefits.
- 32 There was discussion about elected Listers versus appointed Listers. Changing the status from
- 33 elected to appointed would require voter approval.
- 34 Sharon said Janet Stowell is more than willing to come and speak to the Selectboard during an
- open meeting. She can explain what they do, and whether the position could be appointed rather
- 36 than elected.
- 37 Mary said she would like Janet to come in.
- 38 Bryan said his recommendation is for the Selectboard to make him interim Zoning Administrator
- 39 just to keep the office going.
- 40 Motion by Sharon Harkay to accept Bryan Gazda's offer to become interim Zoning
- 41 Administrator until such time as we are able to recruit a permanent replacement for Diane
- 42 Osgood. VOTE by roll call: Steve Tofel in favor, Mary Bryant in favor, Li Shen in favor,
- 43 Sharon Harkay in favor.



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1 9) Convene the Liquor Commission for Request to Cater Liquors

- 2 Motion by Sharon Harkay to adjourn the Selectboard meeting to convene a meeting of the
- 3 Liquor Commission. **Motion passed (4-0-0)**
- 4 Motion by Mary Bryant to approve the request from Blood's Catering & Party Rentals Inc to
- 5 serve alcohol on September 18th at Camp Ohana. **Motion passed (4-0-0)**
- 6 Motion by Steve Tofel to adjourn the meeting of the Liquor Commission and reconvene the
- 7 Selectboard meeting. **Motion passed (4-0-0)**

8

Agenda Addition; Whether to mask during in-person meetings

- 10 Li Shen said the data now shows that a vaccinated person can get infected by COVID and infect
- others. We are traveling now and there is potential to encounter someone at the airport who is
- shedding a lot of virus. That's how the Delta variant can infect people. The Delta variant sheds
- 13 1000 times more virus than the original COVID virus. There have been sporadic incidents in our
- community where people have become infected while vaccinated. Li knows of 5 people who
- chose not to get vaccinated, and if she picks up the virus in this room, she could potentially infect
- them. She feels that people should probably be wearing masks indoors.
- 17 Steve Tofel noted that Hanover has just instituted a mask mandate for all indoor activities.
- 18 Dartmouth College has as well.
- 19 Sharon Harkay asked people who worked in Town Hall how they felt about it. Martie Betts said
- she felt safe in the office but does think it would be a good idea to wears masks during meetings.
- 21 Mary Bryant heard about the positive cases on the rise and said by wearing a mask people are
- 22 hopefully protected themselves from serious illness, adding that she is happy to wear a mask.
- 23 Sharon said she doesn't object to wearing a mask.
- 24 Bryan wondered if it would be better just to say masks are required in all Town facilities.
- 25 Tracy Borst said her office has been able to manage opening up without requiring masks. She
- said she hasn't been asking if people are vaccinated and people are still being encouraged to do
- their research on the portal and to use the website. The Clerk's office has two plexiglass barriers
- and a stanchion barrier which keep people at a safe distance.
- 29 Sharon thought Bryan should make the decision as he is in charge of town facilities.
- 30 Stuart Rogers questioned whether the town could have a mask mandate as municipal government
- 31 is an extension of state government and the state no longer has a mask mandate.
- 32 Bryan will check with the Vermont League of Cities and Towns(VLCT) and Mariah Whitcomb.
- 33 Melissa Krzal said she was away twice in July, and 5 days after she returned she took a COVID
- 34 test out of caution. She wore a mask the entire time and advised that it has been recommended
- 35 that masks should have many layers or to wear more than one mask.
- 36 Sharon confirmed that as a group they agree to wear masks when meeting in person and Bryan
- 37 will reach out to Mariah and VLCT.

38 39

10) Warrants and Minutes

- 40 Warrants:
- 41 #27.1 \$13,011.64
- 42 #28.1 \$29,992.79
- 43 #15.2 \$10,295.17
- 44 #16.2 \$11,357.52



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- 1 #14.3 \$107,061.93 2 #15.3 \$717.40 3 #16.3 \$550.51 4 #17.3 \$146,559.65
- 5 #14.4 \$26,009.67 6 #15.4 \$26,867.93
- 7 Motion by Li Shen to approve the warrants as presented. Motion passed (4-0-0) 8
- 9 Steve Tofel said that members of the Selectboard who attend virtually need to be visible or audible, so he would like to amend the minutes of July 19th to show Nick Clark as absent and to 10 reflect that in the votes from 4-0 to 3-0. 11
- The Selectboard listened to the audio recording from the beginning of the July 19th meeting. 12
- **Motion** by Sharon Harkay to approve the regular Selectboard meeting minutes of July 19th, 2021 13
- as amended, including marking Selectboard member Nick Clark as absent and removing his 14
- 15 votes. Motion passed (3-0-1)
- 17 11) Adjourn
- 18 Motion by Steve Tofel to adjourn the special Selectboard meeting at 8:39 PM. Motion passed
- 19 (4-0-0)