

assessments, they will determine whether or not to present the question to voters to join the municipal dispatch operation.

It was pointed out that Westford is unique when it comes to emergency services. Essex dispatches calls for Essex Rescue for the southern part of town. St. Albans dispatches calls for Fairfax Rescue for the northern part of town. Calls for fire are also split depending on which part of town the emergency is located in. It is unclear at this time how the union municipal district dispatch operation will work in Westford given the current set up. This is something that will need to be researched.

PERSONNEL POLICY

The Personnel Policy was last updated in January 2015. Changes to the policy need to be made to reflect changes in law with regard to sick leave, etc. This is a task that will take several meetings to complete.

APPOINTMENT OF TOWN OFFICIALS

Allison Weinhagen made a motion to appoint new officers as follows, seconded by Dave Tilton. Motion passed: 3-0.

Listers	No term limit	Patricia Indoe
Cemetery Commissioner	No term limit	Lynn Gauthier
Inspector of Wood & Lumber & Weigher of Coal	1 year term	Kyle Hobart
Fence Viewers	1 year term	Bruce Root, Grant Thomas, Scot Phillips
Tree Warden	1 year term	Ned Meehan
Land Agent	1 year term	Benjamin Stark
Development Review Board	3 year term	Dennis Angiono, William Cleary
DRB Alternate Representatives	1 year term	Patrick Haller, Seth Jensen
Planning Commission	4 year term	Jeremy Berger, Seth Jensen
Conservation Commission	4 year term	Sarah Pinto
Recreation Committee	3 year term	Maureen Carpenter, Martha Bennett, Danielle Vierling
Town Agent	1 year term	Willis Breen
Town Grand Juror	1 year term	Ronald Perry

ROAD SCHEDULE

Allison Weinhagen made a motion to approve the March 9, 2017 through March 23, 2017 Road Schedule, seconded by Dave Tilton. Motion passed: 3-0.

Brent would like Casey to review the bill for the wrecker services for the accident that occurred on February 16th.

Clark's Truck Center submitted two options for a new single axle plow truck. Brent advised that the preliminary pricing is approximately \$180,000 however Brent has not discussed the pricing options with Clark's yet. The new truck won't be purchased until after July 1st.

NEW HIRE ROAD CREW - UPDATE

The Town hired a new road crew member. Trevor Barrows begins work March 13th.

ACCESS PERMIT – BROOKSIDE ROAD

The Board approved an access permit submitted by David and Rebecca Baczewski for relocating a driveway on Brookside Road.

TRANSFER OF SCHOOL PROPERTY

The Planning Commission (PC) submitted a memo to the Selectboard with regard to their concerns of the Town possibly entering into a lease agreement in lieu of a user agreement with the School for the property being transferred to the Town. Wendy Doane read the memo, which is attached to these minutes.

In summary, a lease would provide the tenant (the School District) with control over the property. The PC is concerned if this type of agreement is put in place it will limit general use of the property and access to the trail system which is currently in place. The voters approved entering into a user agreement with the school district, which gives control to the property owner (the Town). The PC feels entering into a lease agreement is in violation of what the voters voted on.

The PC is also concerned over whether the Town and School can even entertain a lease agreement. This is because the warning and vote by the electorate was to enter into use agreements and therefore the two entities have no jurisdiction to consider a lease. The PC urged the Selectboard to move forward with a use agreement as approved by the voters.

Mark Drapa provided a little background. The plan for parcel #1 (school building with 14 acres) has always been to have an easement to allow access to the trail heads, parking lot, use of the school building, etc. An easement is legally binding.

The plan for parcel #3 (50 acres with trails) is to transfer the parcel to the Town.

The plan for parcel #2 (15 acres and contains the majority of the sports fields) is what's being discussed. Mark stated that the reason a lease is being discussed in lieu of a user agreement is to provide a certain amount of managerial oversight for maintenance of the sports fields and safety of the students. With regard to safety of the students, there are requirements (school policies and federal protections) to ensure safety on school property ranging from weapons to drugs to bullying, this includes after school activities. The concern is how to keep the safety and management of the school constant and transparent during the transition. With a lease agreement, the school would be able to continue to enforce their policies and would also be responsible for the maintenance of the fields. The Town does not have funds budgeted for the maintenance. The proposal of entering into a lease agreement rather than a user agreement was well received by the Selectboard. At the February 23rd meeting, Mark furnished the Selectboard with an agreement in place between the Village of Essex Junction and the Essex Junction Incorporated School District.

Barb Peck feels that State Statute protects students with regard to firearms under what is called a safety zone. Statute identifies any school, any place where school busses are parked, any place where students are playing as a safe zone. She does not understand how an additional document would change the Statute. Barb asked if the attorney has been asked if the school needs to move forward with a lease agreement in order to ensure the safety of the children.

Mark Drapa said that may be true by the letter of the law however there are things that fall under school policy with no support of State Statute would still need to be addressed. The school is very cautious when it comes to students and maintaining the proper environment for the intangibles with regard to the school's policies.

Barb feels that Mark is describing the differences between policies, practices and procedures. She understands that the School District wants to cross every T and dot every I in the lease and did the attorney say they needed to do that; is this a requirement or a want of the School District.

Mark added that the Town and School District have hired an attorney and have discussed items at great length and are relying on his judgement on what is best and what is required. Having an area that is designated and operates as a school in Mark's opinion needs to cover the grounds where students will be during the school day. This includes the fields.

Marilyn Thomas is not totally against a lease for the 15 acres (parcel #2) however the lease should have provisions to allow the public have access to the trails.

Mark is not aware of any instance where a person was denied access to the trails or kept off the land. What the School Board is trying to do for the future is extend what we are doing today and that is to offer protection to the students and the same access to everyone else. Marilyn pointed out that the difference is that now Westford has only one voice on the Unified Union School Board.

Wendy Doane advised that when she was working in Essex Junction and took students to the municipal park, the school's policies still applied. She feels this would be similar. Mark advised that the school's policies do not apply if a teacher is not present or during extracurricular activities. Wendy asked if Mark felt all this could be worked out through a use agreement. Mark advised that it has to enumerate things ahead of time and does not necessarily react to policy change which can be driven at the state or local level. If we could guess ahead of time agreement becomes stronger if can't then lease becomes stronger. Mark advised that approximately \$10,000 has been spent in attorney fees to date and another \$4,000 is expected if the lease agreement path is taken. He pointed out that there is a financial aspect if this is taken in a different direct. Wendy pointed out that the user agreement is not a different direction the lease is. Mark advised that the voters have not provided direction to the School Board either through calls, emails or at the meeting when the vote occurred.

Seth Jensen pointed out that the voters voted for the property to be owned and controlled by the Town and are now being told by school administrators and an attorney, people who are not residents of the town, how we should manage the land. That did not happen when we controlled our school. He feels that the purpose of the vote was for the people to maintain control of this land. If a policy change means the School District needs to come to the Town to re-negotiate how the land is used that is what the people of Westford want. It may be difficult or less efficient but he would rather live in a free society than be dictated by an outside authority on what to do with our property.

Barb feels this can be accomplished with the way the Town's people wanted but it would take more work in order to do it. She understands what is being pitched and that it will be easier for the School District but it can be accomplished the way voters wanted it to be but will take more effort and more money.

Sarah Pinto advised that the Conservation Commission echoes and endorses what is expressed in the Planning Commission's memo and feels there was support at the meeting. She does not think a lease should even be on the table and that the mandate was clear as to what the Town wanted to do with this property.

Lisa Fargo asked if the School Board can support the suggestions made in the Planning Commission's memo with regard to a lease. Mark advised that it's up to the Selectboard and School Board to decide what is put in the lease. The concern the School board has is about the students. They are not trying to stop the Town from doing anything; town residents/students use the property the most. Mark just wants to lock down the components that matter most to the every day life of the students. There are leases currently in place between school districts and other entities that can be used when drawing up a lease for this situation.

Casey advised that he needs to speak with Dave Adams and Attorney Dave Rugh to get caught up to speed, and maybe Gordon as well, to reach a consensus that works for everyone without exhausting a lot more funds. Sarah Pinto offered her services as a land use attorney and as a member of the Conservation Commission.

Michelle Kolonich asked that the Recreation Department be taken into consideration when the Selectboard and School Board draft a lease or user agreement.

ACCOUNTS PAYABLE & PAYROLL WARRANTS

The Board approved the accounts payable and payroll warrants.

FIRE UTILITY RESCUE TRUCK BOND

The Board signed the bond anticipation note, resolution and tax certificate for the fire utility rescue truck purchased in 2007. The final payment will be due in March 2018.

CORRESPONDENCE

An email was received from Jeff Gibson asking the Selectboard to consider paving Cambridge Road and Plains Road due to the mud, pot holes and ruts and the volume of traffic.

An email was received from Realtor Heather Armata regarding a request from the Historical Society to remove some tin ceiling, doors and boards from the Spiller property. Jeff Hutchins, the buyer, is okay with the request however he and Heather wanted the Selectboard's consent. The Board approved the request.

An email was received from Becky Roy expressing disappointment that the School Board was not recognized for the service to the community at Town Meeting given that the Board will dissolve at the end of the year.

EXCESS WEIGHT PERMITS

The Chair signed excess weight permits for Champlain Oil Company, United Natural Foods, Essex Rental, Chevalier Drilling, John G. French & Sons Trucking, S.D. Ireland, Cain Transport, Reggie Smith & Son Trucking & Excavating, Dale Percy, Liberty Propane, Onsite Septic Solutions, Fresh Water Haulers, Kennedy Excavation, Irick Excavating, Alan Mossey & Sons Excavating and Moe DuBois Excavating.

ADJOURN

The meeting adjourned at 8:33 p.m.

Respectfully Submitted,

Casey Mathieu, Chair
Selectboard

Nanette Rogers
Town Administrator

MEMORANDUM

To: Westford Selectboard and Westford School District

From: Westford Planning Commission

Date: March 8, 2017

cc: Westford Conservation Commission, Westford Recreation Committee, David Rugh, Esq.

RE: Transfer of school properties to Town

We are writing to you regarding the transfer to the Town of two school owned properties. In October, 2016, the voters of Westford specifically directed that the two properties be transferred to the Town and that the Selectboard and School District work out the details of use agreements and easements that would provide for the school's continued use of the property for educational and recreational purposes. It has recently come to our attention that instead of use agreements and easements, the Westford School District has proposed a leasehold arrangement whereby the Town would lease the two parcels to the new unified school district. The Westford School District recently presented to the Selectboard a lease between the Village of Essex Junction and the Essex Junction School District as a possible model of how a lease could be worded. The Westford Planning Commission has serious concerns about this proposed arrangement.

A lease will transfer possession and control of the property to the new school district and remove possession and control from the Town. One of the hallmarks of a lease agreement is that, except in times of emergency, the tenant is placed in possession and control of the property to the exclusion of the landlord. The landlord would have to seek permission from the tenant to enter the property. The tenant, absent very specific circumstances, is entitled to quiet use and enjoyment of the property to the exclusion of everyone else, including the landlord. The sample lease the Westford School District presented from Essex Junction makes no provision whatsoever for the municipality to use the property in question. If this language were adopted in Westford, then the two parcels in question would be owned by the Town but no residents would be able to use them unless the new school district grants permission. This, in essence would require the Town to seek a use agreement from the new school district. Not only is this not what the voters of Westford approved, it is actually the opposite of what they approved.

The entire point of transferring these properties to the Town is so that the Town will have possession and control, not the new school district. The discussions at the School District Special Meeting on October 11, 2016 clearly showed that the voters of Westford do not want the new school district to control these properties. Rather, the voters want the Town to maintain possession and control and give the school district a right to use and enjoy the land for educational and recreational purposes. It is quite clear that it was never the intention of the voters to give the new school district possession or control over how the parcels were used. Yet, that is exactly what the Westford School District is now proposing.

In addition to the above, the Planning Commission has serious concerns over whether the School District and Selectboard can even entertain the possibility of a lease agreement. The warning and minutes from the October 11, 2016 meeting clearly show that the meeting was warned to discuss the transfer of the school property and whether the Town should enter into use agreements and/or easements that would provide the new school district with access and use of the property. A leasehold arrangement was never discussed at that meeting. A lease is a very different legal tool than use agreements and easements. Because the voters were never asked about a potential lease arrangement, and therefore have not had an opportunity to discuss and vote on such a proposal, we believe the Selectboard and School District are without jurisdiction to consider a lease.

Memorandum

To: Westford Selectboard and School District

March 8, 2017

Page two

Even though the October 2016 vote was non-binding, it is clear that the voters of Westford were considering an arrangement between the Town and the new school district whereby the Town would retain possession and control but freely and liberally allow the new school district to use the two parcels. The overwhelming sentiment from the meeting in October was that the voters wanted the Town to retain possession and control of the parcels, not the new school district.

It has come to our attention that the Westford School District may be proposing a lease arrangement only for the smaller 15 acre parcel that contains the athletic fields, and not for the 50 acre parcel containing the walking trails. If this is the case, it may be possible to draft a lease for the smaller parcel that takes into consideration the wishes of Westford residents, provided it eases the maintenance challenges articulated by the Westford School District and provided there is another Town Meeting to authorize this arrangement.

We do not believe a lease is appropriate for the fifty acres. From a land management and recreation stand point, the fifty acres and town forest at the Jackson farm offer a unique opportunity to do something very special if the Town coordinates management of the two properties in concert. For instance, the fifty acres can be managed for more active public use, while the town forest can be managed as a working forest and for wildlife enhancement with lighter public access. There are many opportunities to do something that enhances living in Westford for everyone. We lose that with a lease to a new school board where we only have one out of nine votes.

With the above said, if any lease agreement is to be at all viable, it would have to specifically and clearly provide that the Town has the right to terminate the agreement, at its prerogative and for no reason, upon reasonable and proper notice. It would have to provide that all Westford residents have the right to use the property free from interference by the new school district. It would have to provide that the Town has the final control over the use of the property and that the new school district could not restrict the Town's use or prohibit use by the residents in the future. If a lease agreement is to accomplish the directive of the voters, it will have to be very carefully drafted to avoid giving the new school district control over the property to the exclusion and detriment of the Town.

In summary, it is clear to the Planning Commission that the voters did not have the chance to consider, discuss or vote on a potential lease arrangement and that the voters overwhelmingly approved a transfer of the properties to the Town with the idea that the Town would control possession and use, not the new school district.

We urge the Westford Selectboard to reject the proposal for a lease arrangement and move instead towards drafting use agreements and/or easements, as approved by the voters. If, nevertheless, the Selectboard decides to move in the direction of a lease, it should do so very cautiously and should draft the lease such that the Town retains full possession and control over the property. Any lease should only concern the 15 acre parcel.

Thank you.

TOWN OF WESTFORD
SELECTBOARD MEETING
GUEST LIST

Date: March 9, 2017

Name (please print)	Address
Jean Mantz	Essex Rescue, 1 Educational Dr, Essex Jt 05452
Sarah Pinao	111 Macchia Hill
Michelle Bremen	2004 VT Rt 128
Emil Brennan	2004 VT Rt 128
Dave Cavallett	138 Old #11 Rd
CHARLIE BAKER	CCRPC
Barb Peck	1088 Rte 128
Maureen Thomas	284 Clay Rd
Mark Drapt	51 North Rd
Wendy Doane	5 Manley Rd.
LISA FARGO	509 Woods Hollow
Joel Fargo	1729 rt 128
SETH JENSEN	274 ZAMBROGGI RD.