

Agenda
Warren Selectboard
Tuesday, September 24, 2013
7:00 PM

✓ 7:00 PM - Revisions to the Warren Land Use and Development Regulations – The purpose of this continued public hear is to accept public comment and consider administrative approval of the adoption of a Fluvial Erosion Hazard Overlay – Continuation form September 10th, 2013 Selectboard Meeting.

✓ 7:35 PM – Niles Behn – 315-320 Solar Array Panels – Brooks Recreation Field

✓ 7:50 PM – Request for Covered Bridge Closure – for Wedding Ceremony Only – October 5th-

✓ *Mac-Road - Path*
Approval of Minutes from September 10, 2013

8:00 PM – Approval of Accounts Payable \$ 14,261.50

8:10 PM – Approval of Payroll Warrants \$ 15,110.88

8:30 PM – Other Business

✓ *Road Access - Gordie Hall*

Minutes of September 24, 2014

Warren Selectboard

Warren Municipal Building

7:00PM

Members Present: Andrew Cunningham, Chair, Bob Ackland, Vice Chair, Anson Montgomery, Colleen Mays.

Members Absent: Matt Groom

Others Present: Rudy Elliott, Ari Sadri, Jim TV 44/45, Virginia Roth, Craig Klofach, Nils Behn, Mac Rood, Margo Wade, Rachel (VR), Barry Simpson and Cindi Jones.

7:05 PM – Meeting Called to order by Mr. Cunningham.

7:06 PM – Revisions to the Warren Land Use and Development Regulations – The purpose of this continued public hear is to accept public comment and consider administrative approval of the adoption of a Fluvial Erosion Hazard Overlay – Continuation form September 10th, 2013 Selectboard Meeting

Mr. Klofach, Planning Commission Chair, presented the new administrative change to the wording on the Effluvial Erosion. A map will be coming from the state showing the adjustment to the Bobbin Mill Property. Ms. Roth had questions concerning her property in the Village. She has requested that the Effluvial Erosion boundary line be shown 50' back to the top of the steep bank on her properties. She has plans in the future to possibly have a business or small residences 4 units of housing and currently with the zoning there is a 50' river set back and she has steep slopes. The Effluvial Erosion boundary extends 10-20 feet beyond the river set back zone. Ms. Roth is requesting that the zone be moved back as she feels it's another restriction to her property. Ms. Roth asked if anyone had looked at her property. Mr. Klofach commented that the ANR had walked the river and verified the bedrock out cropping for the zone. Mr. Klofach commented that the river set back is 50' and the Effluvial Erosion zone extends 10-20' beyond the river set back. Mr. Klofach stated that there are no additional setbacks tied to the zone. Mr. Ackland commented that he did not feel that it was going to impact Ms. Roth's properties as the distance is very minimal. Mr. Montgomery stated that the ANR River scientist stated that the zone is pretty minimal in the village because of the bedrock but Mr. Montgomery would be willing to walk the property. Mr. Ackland commented that the zone does not affect the current zoning regulations. You just can build something new in that zone and the existing zoning and setbacks would govern where buildings would be located. The board would set up a day time walk through of the property as a continuation from the last meeting along with seeing an overlay of the river setbacks regarding Ms. Roth's property. The board will reconvene in two weeks on this.

7:40 PM – Request for Covered Bridge Closure – for Wedding Ceremony for Kathryn Cooper & David Ridley – The bride and groom are requesting to use the Warren Covered Bridge for their wedding ceremony on October 5, 2013 for a 2 hour closure period. Schoolhouse Garden is doing all the preparations. The board requested that they contact the people who live on the road as a courtesy concerning the bridge being closed.

Motion by Mr. Ackland to approve the Covered Bridge Closure on October 5th, 2013 from 2:30-5:00PM, second by Mr. Montgomery. All in Favor: VOTE: 4-0.

Nils Behn – Aegis Renewable Energy – Town of Warren 100KW PV Solar Array – Mr. Behn came back before the board presenting to the town two financing options. Mr. Cunningham clarified that if there was any money from the town involved, that it would go to a town vote. Mr. Ackland inquired if they had thought of putting solar panels on the school roof. Mr. Behn commented that the building is too old and there is a structural integrity issue. Mr. Behn commented that there would be 330 panels that would be about 43% of the Town's electricity load. The school would break down to 61% of the KW power and the Municipal would be 39%, however, if 89% went to the school, it would take care of 100% of the schools electric bill. The municipal side would get about 11% of the array. Mr. Behn came up with that percentage with ACT 60, however, Mr. Ackland wanted to clarify that savings is not readily seen by the taxpayers as the state controls that portion. Mr. Ackland felt it should be treated more fairly so that a savings could be seen on a municipal side where people can actually see the savings.

Mr. Behn presented two options: a 7 year lease – which there is zero down payment and the lease payments per month would be \$22,000 at about a 3% loan rate. The value is about \$1.5 million or 57 cents a kw over the 25 year life of the lease.

The second is if the Town finances it with a down payment of \$30,094. The value would be 1.6 million. Mr. Ackland inquired if the lease was a viable option – Mr. Behn commented it is a standard operating lease is not a problem. A municipal lease is a bit harder for financing.

8:00 PM - Mad River Path License Agreement – Mr. Rood came before the board to present a License Agreement between the Mad River Path and The Town of Warren to manage the Town Path (Carter Path). The agreement stipulates it will maintain the path for use by the general public and maintain it in a manner consistent with the stipulation settlement agreement. Mr. Ackland commented that there should be a point person and a site walk of the Path. The board also felt that the communication with the land owner is critical. Mr. Cunningham volunteered to be the point person and will communicate with Ms. Carter on the plans for the Path.

Motion by Mr. Ackland to execute the License Agreement, second by Mr. Montgomery. All in Favor: VOTE: 4-0.

8:15 PM – Road Curb Cut Access Permit – Geordie Hall – Mr. Simpson presented to the board Mr. Hall's proposed curb cut access permit. Mr. Simpson has reviewed the access and it meets all the standard criteria. The proposed parking/curb cut access must be 30' in from the Anne Burns Road, so it will not interfere with the Town's winter plowing.

Motion by Mr. Montgomery to approve the Road Curb Cut Access Permit for Geordie Hall with the stipulations as written and contingent upon the DRB approval, second by Mr. Ackland. All in Favor: VOTE: 4-0.

8: 20 PM – Other Business:

Mr. Elliott inquired about when was the Town getting rid of the old equipment. He commented that the truck is priced to high and should be priced between \$5,000-\$8,000. Mr. Cunningham commented that the board had an opportunity to trade all the old equipment in for a used mower, however, they declined. Mr. Simpson will work on it.

8:25 PM – Approval of Minutes from September 10, 2013 – Motion by Mr. Montgomery to approve the Minutes of September 10, 2013, second by Mr. Ackland. All in Favor: VOTE: 3-0. (Ms. Mays was absent)

8:30 PM – Approval of Accounts Payable Warrants – Motion by Mr. Ackland to approve the warrants as presented for \$14,261.50, second by Ms. Mays. All in Favor: VOTE: 4-0.

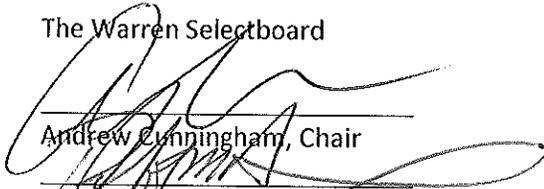
8:35 PM – Approval of Payroll Warrants – Motion by Mr. Ackland to approve the payroll warrants as presented for \$15,110.88, second by Mr. Montgomery. All in Favor: VOTE: 4-0.

Roxbury Mountain Overlook – Mr. Montgomery brought up that he was approached by a citizen to possibly create an easement to trim trees in the view shed with the owner. Ms. Jones will look into it.

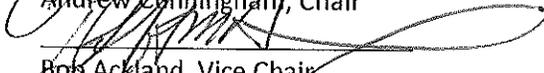
8:40 PM – Motion by Mr. Montgomery to adjourn, second by Mr. Ackland. All in Favor: VOTE: 4-0.

Minutes Respectfully Submitted by,
Cindi Jones, Warren Town Administrator

The Warren Selectboard



Andrew Cunningham, Chair



Bob Ackland, Vice Chair



Anson Montgomery

Colleen Mays

Matt Groom

LICENSE AGREEMENT
for the
MAD RIVER PATH

INTRODUCTION

1. The Town of Warren (hereinafter the "Town") is the owner of a trail easement depicted on a survey entitled "Town of Warren Right of Way Over Lands of Connell and Carter, Warren, VT," dated March 2010, prepared by Glenn Towne, and recorded at Map Slide # ____ of the Town of Warren Land Records (hereinafter referred to as the "Easement Area" (a copy of the survey is attached hereto as Exhibit A).
2. A path presently travels through the Easement Area from Brook Road to the Warren School (the "Path" herein). The Path and the Easement Area are generally depicted on a map attached hereto as Exhibit B.
3. The Mad River Path Association (the "Association") is a non-profit association dedicated to the creation, preservation and perpetuation of recreation paths in the Mad River Valley.
4. The Town desires to have the Association assume management responsibility for the Path and the Association is willing to assume said responsibility.

AGREEMENT

1. The Town hereby licenses the Association to maintain the Path for use by the general public for recreational purposes.
2. The Path shall be maintained in a manner consistent with a Stipulation of Settlement dated August 22, 2013 and recorded at Book 224, Page 454 of the Warren Land Records (hereinafter referred to as the "Stipulation;" a copy of which is attached hereto as Exhibit C) and Association policy. Maintenance may include the periodic cutting and removal of trees and vegetation, the installation of directional and/or informational marks or signs, if deemed advisable by the Association, and the implementation of erosion control devices and measures.
3. The Association may create and disseminate print and web publications and other information to the public showing the location of the Path.
4. The Association shall, at a minimum, erect and maintain a split rail fence to separate the Path from the remainder of the Carter Estate property, pursuant to paragraph 4 of the Stipulation. It may erect and maintain such additional fencing and barriers as may be reasonably necessary to prevent access to the Path by motor vehicles and/or to discourage users of the Path from straying off of the Path.
5. The Town may, but shall not be obligated to, contribute to the costs of any of the activities described above.

6. The Association shall not use herbicides, pesticides, growth inhibitors or other toxic substances on the Path.
7. The Path shall be available to the general public free of charge as a recreational pathway for all types of non-motorized dispersed recreational activity. The use of motorized vehicles on the Path is strictly prohibited except as necessary for a medical emergency or maintenance.
8. The Association shall, at the Association's expense, obtain any and all necessary federal, state or local approvals for its work on the Path. The Town agrees to cooperate with the Association to the extent necessary to obtain any such permits. "Cooperate" includes promptly signing and returning any permit application forms or related materials.
9. The Association may not assign any rights or obligations created by this Agreement to any other person or entity without the Town's written consent.
10. In the event that the Town or the Association becomes aware of an event or circumstance of noncompliance with this Agreement, the Association shall take all reasonable steps to ensure compliance, including but not limited to, the installation of additional signage, the erection of barriers, or written warnings to known offenders.
11. Either the Town or Association shall have the right to limit or restrict public use and access to the Path as necessary and appropriate for the safety of Path users or others or if necessitated by conditions of the Path. If either party to this Agreement limits or restricts public use and access to the Easement Area, that party shall notify the other in a timely fashion.
12. This Agreement shall commence on the date of execution hereof and shall remain in effect unless and until such time as either party provides the other with sixty (60) days prior written notice of termination. Upon termination of this Agreement, all interest the Association may have in the Easement Area shall revert to the Town or its successor(s) in title.

IN WITNESS WHEREOF we hereunto set our hands and seals this ____ day of October, 2013.

TOWN OF WARREN

By: _____
Its Duly Authorized Agent

TITLE SOURCE:

TOWN OF WARREN FROM HENRY W. BROOKS AND LENA B. BROOKS
 8 AUGUST, 1961 BOOK 24, PAGE 291
 CORNELL PAT AND LOWER MOUSING
 8 AUGUST, 1961 BOOK 24, PAGE 292
 FIELD CORNELL BROOKS RECREATION

JOHN CONNELL FROM DAVID C. SELLERS
 8 MARCH, 1955 BOOK 87, PAGE 392

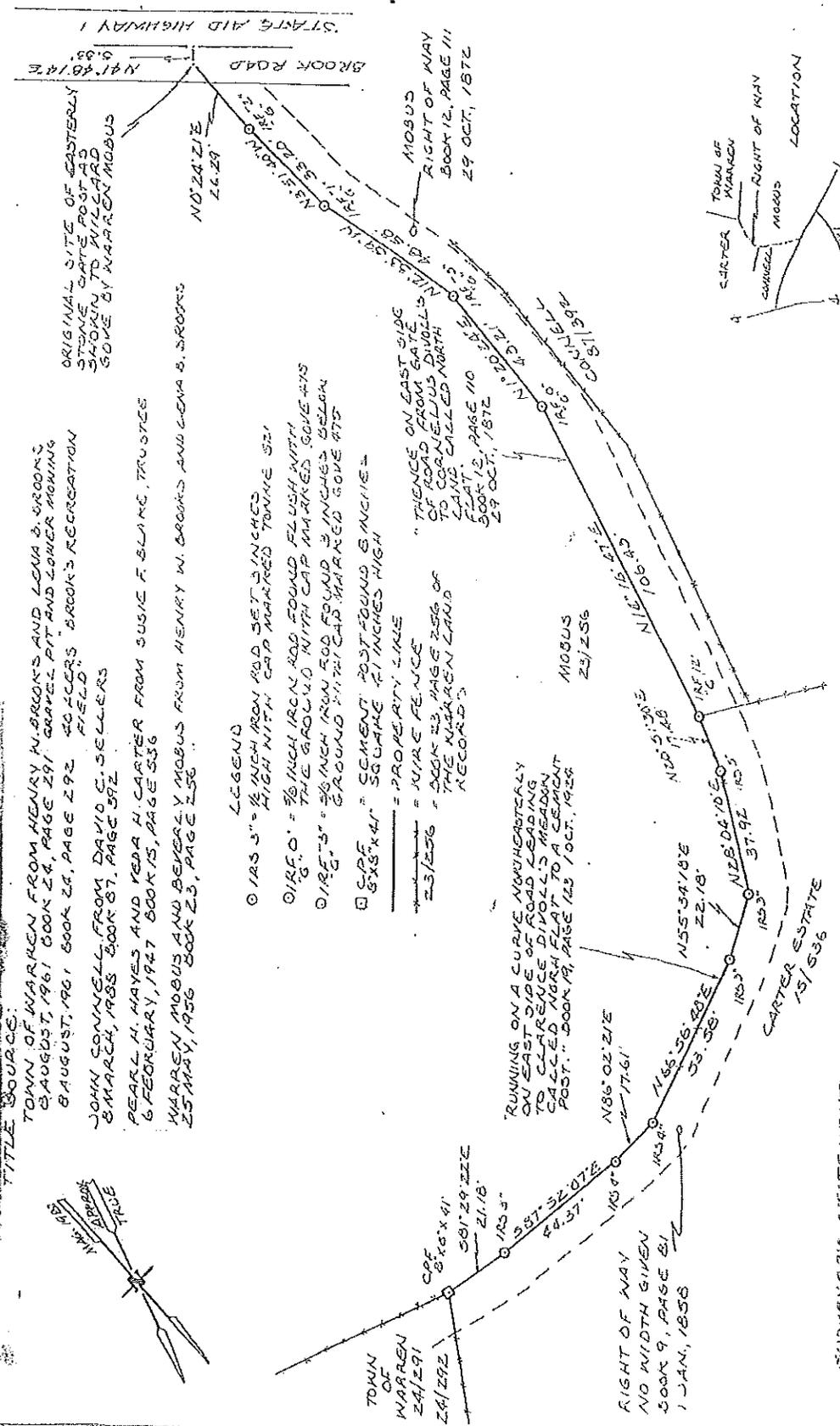
PEARL H. HAYES AND YEDA H. CARTER FROM SUSIE F. BLAKE, TRUSTEE
 6 FEBRUARY, 1947 BOOK 15, PAGE 536

WARREN MOBUS AND BEBEALY MOBUS FROM HENRY W. BROOKS AND LENA B. BROOKS
 25 MAY, 1956 BOOK 23, PAGE 256

LEGEND

- 1/2" x 3/4" HIGH IRON ROD SET 3 INCHES HIGH WITH CAP MARKED TOWNE SZU
- IRF.O. = 3/8" INCH IRON ROD FOUND FLUSH WITH GROUND THE GROUND WITH CAP MARKED GOVE #75
- IRF.S. = 3/8" INCH IRON ROD FOUND 3 INCHES BELOW GROUND WITH CAP MARKED GOVE #75
- 5X5X41" = CEMENT POST-ROUND SIGNET
- = PROPERTY LINE
- = WIRE FENCE
- 2 1/2" x 2 1/2" = BOOK 23, PAGE 256 OF THE WARREN LAND RECORDS

RUNNING ON A CURVE NORTHWESTLY ON EAST SIDE OF ROAD LEADING TO CLARENCE DIVOLL'S MEADON CALLED WARRA FLAT TO A CEMENT POST. BOOK 14, PAGE 125 / OCT., 1934



SURVEYOR'S STATEMENT:

TOTAL STATION SURVEY BY GLENN TOWNE ASSISTED BY TOWN OF WARREN BASED ON PERTINENT LAND RECORDS, EVIDENCE RECORD AND SURVEYS BY WILLARD GOVE DATED DECEMBER, 1957 AND SEPTEMBER, 1957 THE SURVEY HEREIN IDENTIFIED IS CONSISTENT WITH THIS INFORMATION.

BEARINGS ARE BASED ON MAGNETIC NORTH 1957 RECORD SEARCH BY GLENN TOWNE.

ALL MONUMENTS IN GOOD CONDITION.

THIS PLAT MEETS THE REQUIREMENTS OF 27 V.S.A. 4803.



TOWN OF WARREN
 RIGHT OF WAY OVER LANDS OF
 CONNELL AND CARTER
 WARREN VT. - MARCH 2010
 BY GLENN TOWNE, DUNBURY, VERMONT

SCALE = 1 INCH = 20 FEET

15-1217-SZ

Mad River Path



Warren Village Path

Approximate Location of
Warren Village Path easement area

Warren, Vermont

Property of
Town of Warren
(Warren School)

Property of
Carter Estate

Property of
Connell

Property of
Kincaid

Brook Road

VCG

▲ Use rules signs (to be installed)

▬▬▬▬▬ Split rail fence (to be installed)

Warren Village Path Easement Area (10 feet wide)

▬ Warren Village Path

Tax Parcels



This is not a survey. All locations and lines are approximate.

RECEIVED
AUG 26 2013
By _____

VT SUPERIOR COURT
WASHINGTON UNIT
STATE OF VERMONT
CIVIL DIVISION

SUPERIOR COURT
Washington Unit

CIVIL DIVISION

2013 AUG 22 A 9:16
Proposed
Docket No. 219-3-12 Wncv

Town of Warren,

Plaintiff)

FILED

FILED

2013 AUG 23 P 3:10

VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

v.

Sue Carter, Administratrix of the Estate of)
Veda Carter,)

Defendant)

STIPULATION OF SETTLEMENT

This stipulation of settlement is evidence of proof of settlement between the parties, who jointly request dismissal with prejudice on the following terms and conditions:

1. That Defendant will sign and record a quitclaim deed evidencing conveyance of the path, relying on the Towne survey, to the Town of Warren, reflecting the terms of this stipulation, said path to run along the property line of the Carter Estate property.
2. The path shall be for pedestrian and other non-motorized use only.
3. The Warren leash law shall apply to dogs on the path, the same rule as applies throughout the town, that is, on leashes, or within the direct control of the owner.
4. The Town shall construct a split rail fence along the Carter line.
5. The path shall be left in a natural state, meaning it shall not be paved or lighted. ^{ed} *AB*
6. The path shall be limited to ten feet in width, to accommodate bicycles passing each other on the path. *PSC*
7. The path shall be part of the Mad River Path. It shall be designated the "Veda Carter Memorial Path."

TOWN OF WARREN, VT

Received for Record 914 2013

at 10 o'clock A M and Received in

Vol. _____ Page _____
Phillips

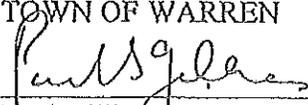
TOWN CLERK

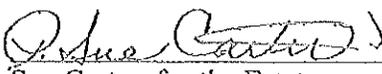
8. The Town shall insure and maintain the fence and path, holding the Estate harmless for accidents and losses.

9. The path shall be open between the hours of 6 a.m. to 11 p.m.

10. The Town shall post signs at each end of the path, explaining these rules.

Dated this 22nd day of August, 2013, at Montpelier, Vermont.

TOWN OF WARREN
By: 
Paul Gillies attorney for the Town

CARTER ESTATE
By: 
Sue Carter, for the Estate

So ordered, 
Hon. Robert Bent, Presiding Judge

cc: Alan Uris, Esq.
Town of Warren
Tyleen Murray (agent for Virginia Bagley)