

CHARLOTTE SELECTBOARD SPECIAL MEETING

Agenda for Monday, April 28th, 2025

At the Charlotte Town Hall

159 Ferry Road

To join meeting online (via Zoom) please click the link [here](#).

To join meeting by phone please call **1-929-205-6099** and dial the **Meeting ID** and **Passcode** below:

- **Meeting ID:** 880 2491 0208
- **Passcode:** 123456

Please contact Nate Bareham, Town Administrator at (802)-425-3071 ext. 5 or at townadmin@townofcharlotte.com, with any comments, questions or requests for accommodations for this meeting. Reasonable accommodations shall be provided upon request to ensure this meeting is open and accessible to everyone.

MEETING AGENDA:

TIME *ITEM*

6:30 PM	Discussion of ongoing litigation to which the Town is a party – Likely executive session per 1 V.S.A. § 313(a)(1)(F)
----------------	--

Selectboard Members: Lee Krohn, Chair; Frank Tenney, Vice Chair; Lewis Mudge; Natalie Kanner; JD Herlihy

Town Administrator: Nathaniel Bareham

Minute Taker: Brooke Milo

Next Meeting: May 12th, 2025 – Regular Selectboard Meeting
May 26th, 2025 – Regular Selectboard Meeting

Town Administrator's Report
April 28th, 2025 Special Meeting

Discussion of ongoing litigation to which the Town is a party – Likely executive session per 1 V.S.A. § 313(a)(1)(F):

- a. I recommend the Selectboard enter into executive session to discuss this ongoing litigation. In order to do so, the Selectboard must first find that premature general public knowledge of the agreement would clearly place the public body at a substantial disadvantage. The Selectboard could then move to enter into executive session.
 - a. **A possible motion to make a specific finding would be:** “I move to find that premature public knowledge of confidential attorney-client communication would place the public body at a substantial disadvantage.”
 - b. **A possible motion to enter into executive session would be:** “I move to enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(F) for continued discussions with the Town’s attorney. I further invite Bob Fletcher, Beriah Smith, and Nate Bareham into this session.”

CHARLOTTE SELECTBOARD

Agenda for Monday, April 28th, 2025

At the Charlotte Town Hall

159 Ferry Road

To join meeting online (via Zoom) please click the link [here](#).

To join meeting by phone please call **1-929-205-6099** and dial the **Meeting ID** and **Passcode** below:

- **Meeting ID:** 880 2491 0208
- **Passcode:** 123456

Please contact Nate Bareham, Town Administrator at (802)-425-3071 ext. 5 or at townadmin@townofcharlotte.com, with any comments, questions or requests for accommodations for this meeting. Reasonable accommodations shall be provided upon request to ensure this meeting is open and accessible to everyone.

MEETING AGENDA:

<i>TIME</i>	<i>ITEM</i>
7:00 PM	Approval of Consent Agenda <ol style="list-style-type: none">Meeting Minutes for April 12, 2025Applications for Use of Town Property<ul style="list-style-type: none">Music at the Beach (July 16th, 23rd, and 30th)
7:05 PM	Adjustments to the Agenda
7:10 PM	Public Comment for items not on the Agenda
7:15 PM	Selectboard & Town Administrator's Updates
7:20 PM	Discussion of Reserve Funds with the Town's Treasurer
7:30 PM	Liquor Control Board <ol style="list-style-type: none">DLL Application 55059 – Tobacco License – Tenney EnterprisesDLL Application 55056 – Second Class Liquor License – Tenney Enterprises
7:35 PM	Selectboard interview of applicants for Committee/Commission/Board appointment: <ol style="list-style-type: none">Andrew Milliken for reappointment to the CPWROCDenise Kahm for reappointment to the CPWROCJulian Kulski for reappointment to the CPWROCDeirdre Holmes for reappointment to the Energy CommitteeWolfger Schneider for reappointment to the Energy CommitteeLinda Radimer for reappointment to the Planning CommissionElisa Miller for reappointment to the Recreation CommissionPaul Townsend for appointment to the Recreation CommissionElisa Fante for the reappointment to Trails CommitteeLarry Sommers for reappointment to Trails CommitteeStuart Bennet for appointment as an Alternate on the Development Review BoardChris Davis for reappointment as Emergency Management DirectorLee Krohn for reappointment as Emergency Management Coordinator
8:00 PM	Discussion, and possible action, on increasing the number of seats on the Trails Committee from nine to ten
8:05 PM	Discussion, and possible action, on Selectboard appointments for the following: <ol style="list-style-type: none">Charlotte Park and Wildlife Oversight Committee (x3)Trails Committee (x5)Planning Commission (x1)Energy Committee (x2)Recreation Commission (x2)Development Review Board AlternateEmergency Management DirectorEmergency Management Coordinator
8:15 PM	Discussion, and possible action, on a Shared Well Agreement – Possible Executive Session per 1 V.S.A. § 313(a)(1)(A)
8:25 PM	Review of Town Contracts for FY26
8:35 PM	Review of Town Paving Bids for FY25
8:40 PM	Discussion of Personnel – Likely executive session per 1 V.S.A. § 313(a)(3): <ol style="list-style-type: none">Assistant Senior Center Director

	b. Town Planner c. Zoning Administrator – Health Officer
8:55 PM	Approval of Warrants
9:00 PM	Adjournment

Selectboard Members: Lee Krohn, Chair; Frank Tenney, Vice Chair; Lewis Mudge; Natalie Kanner; JD Herlihy

Town Administrator: Nathaniel Bareham

Minute Taker: Brooke Milo

Next Meeting: May 12th, 2025 – Regular Selectboard Meeting
May 26th, 2025 – Regular Selectboard Meeting

Town Administrator's Report April 28th, 2025

Approval of Consent Agenda:

- a. Minutes for April 14, 2025:
 1. Minutes of the last regular Selectboard meeting.
- b. Applicants for Use of Town Property:
 1. Music at the Beach – This is a recurring event in Town for 15+ years. There have been no safety issues with this event, and I recommend the Board approve it as presented.
- c. Outlined below is a proposed process for reviewing and approving this consent agenda:
 1. The Selectboard Chair asks if any member wishes to remove an items from the consent agenda for further discussion.
 2. Should a member wishes to discuss an item, it is removed from the consent agenda and placed on the regular agenda for separate consideration.
 3. Once all items that require discussion are removed, the Selectboard Chair motions to approve the consent agenda.
 4. **A possible motion would be:** “I move to approve the consent agenda for April 14th, 2025 as (presented/amended).”

Liquor Control Board:

- a. **A possible motion to recess as the Selectboard and reconvene as the Liquor Control Board would be:** “I move that we recess as the Selectboard and reconvene as the Charlotte Liquor Control Board.”
- b. These two applications are renewals for the following businesses in Town, we have had no issues with their licenses this past year:
 1. App. 55059 is a renewal of a 1st Class Restaurant/Bar License for Tenney Enterprises.
 2. App. 55056 is a Tobacco License renewal for Tenney Enterprises.
- c. **A possible motion to approve these applications would be:** “I move to approve these liquor license applications as presented in Selectboard’s agenda for April 14th, 2025.”
- d. **A possible motion to adjourn as the Liquor Control Board and reconvene as the Charlotte Selectboard would be:** “I move to adjourn as the Liquor Control Board and reconvene as the Charlotte Selectboard.”

Selectboard interview of applicants for Committee/Commission/Board appointment:

- a. Applications are included in your meeting packet.

Discussion, and possible action, on Selectboard appointments for the following positions:

- a. Charlotte Park and Wildlife Oversight Committee:
 1. There are three expiring terms on the CPWROC, and three applicants seeking reappointment:
 - i. Andrew Milliken for reappointment
 - ii. Denise Kahm for reappointment
 - iii. Julian Kulski for reappointment

2. **A possible motion would be:** “I move to appoint _____ to the Charlotte Park & Wildlife Oversight Committee for a term beginning on May 1st, 2025 and ending on April 30, 2028.
- b. Trails Committee:
1. There are four expiring terms, and one vacancy, on the Trails Committee, with four applicants seeking re-appointment and two applicants seeking appointment:
 - i. Jack Pilla for re-appointment
 - ii. Richard Hendrickson for re-appointment
 - iii. Larry Sommers for re-appointment
 - iv. Elisa Fante for re-appointment
 - v. Josh Bagnato for appointment
 - vi. Thomas Hengelsberg for appointment
 2. **A possible motion would be:** “I move to appoint _____ to the Charlotte Trails Committee for a term beginning on May 1st, 2025 and ending on April 30, 2027.
- c. Planning Commission:
1. There is one expiring term on the Planning Commission, and one applicant seeking re-appointment.
 - i. Linda Radimer for reappointment
 2. **A possible motion would be:** “I move to appoint _____ to the Charlotte Planning Commission for a term beginning on May 1st, 2025 and ending on April 30, 2029.
- d. Energy Committee:
1. There are two expiring terms on the Energy Committee, and two applicants seeking reappointment.
 - i. Deirdre Holmes for reappointment
 - ii. Wolfger Schneider for reappointment
 2. **A possible motion would be:** “I move to appoint _____ to the Charlotte Energy Committee for a term beginning on May 1st, 2025 and ending on April 30, 2027.
- e. Recreation Commission:
1. There is one term expiring, and three vacancies, on the Recreation Commission. One applicant is seeking re-appointment, another is seeking appointment.
 - i. Elisa Miller for re-appointment
 - ii. Paul Townsend for appointment
 2. **A possible motion would be:** “I move to appoint _____ to the Charlotte Recreation Commission for a term beginning on May 1st, 2025 and ending on April 30, 2028.
- f. Development Review Board:
1. There are two available alternate positions on the Development Review Board, and one applicant seeking appointment.
 - i. Stuart Bennet.
 2. **A possible motion would be:** “I move to appoint _____ as an alternate to the Development Review Board for a term beginning on May 1st, 2025 and ending on December 14, 2025.

g. Emergency Management:

1. Chris Davis is running for re-appointment as the Town's Emergency Management Director.
 - i. **A possible motion would be:** "I move to appoint _____ as the Town of Charlotte's Emergency Management Director for a term beginning on May 1st, 2025 and ending on April 30, 2026."
2. Lee Krohn is running for re-appointment as the Town's Emergency Management Coordinator.
 - i. **A possible motion would be:** "I move to appoint _____ as the Town of Charlotte's Emergency Management Coordinator for a term beginning on May 1st, 2025 and ending on April 30, 2026."

Discussion, and possible action, on a Shared Well Agreement – Possible Executive Session per 1 V.S.A. § 313(a)(1)(A)

- a. The Selectboard may wish to discuss the contents of this agreement in executive session. In order to do so, the Selectboard must first find that premature general public knowledge of the agreement would clearly place the public body at a substantial disadvantage. The Selectboard could then move to enter into executive session.
 1. **A possible motion to make a specific finding would be:** "I move to find that these discussions of a shared water system agreement would place the public body at a substantial disadvantage."
 2. **A possible motion to enter into executive session would be:** "I move to enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(A) for the discussion of a shared water system agreement."
- b. The Town currently owns and maintains a potable water well on the Burns property on Greenbush Road ("the Burns well"). Two abutting landowners, Maura and Justin Wygmans, and Lisa and Roland Gaujac hold deeded right to the use of the well in addition to a nonexclusive easement to access the well's cap.
- c. Over the past 12-months, the Town has worked with the Wygmans and Gaujacs to spell out specific terms, conditions and rights to the Burns well. The purpose of this agreement is to better clarify each party's duties and responsibilities for the use of the well, and how costs shall be allocated for any improvements/maintenance/etc.
- d. At this time, all parties have reached a tentative agreement on the terms of this "Shared Well Agreement." A draft copy of the Agreement, which has been reviewed by the Town's attorney, is included in your meeting packet.
- e. As there are some non-material items still being discussed by the parties, I am recommending the Selectboard approve the agreement as presented but allow for non-material amendments to be made that are deemed necessary by the parties.
 1. **A possible motion would be:** "I move to approve this Shared Water System Agreement as presented, and further authorize _____ to review and approve non-material amendments to the agreement as deemed necessary by the parties. I further authorize _____ to execute the agreement."

Review of Town Contracts for FY26:

- a. Included in your meeting packet is a list of contracts that are set to expire at the start of the next fiscal year. This time has been set aside for the Selectboard to review and discuss what contracts should be put out to bid for the next fiscal year.
- b. This year, I am recommend the Selectboard go out to bid for the Town’s West Village Wastewater System Maintenance contract. This contract was initially put out to bid in 2019, but there are no further records of an agreement between the Town and our current service provider P&P Septic. The Town has had issues this past year with diagnosing a failed pump station that required an emergency repair by Clark Wright Septic & Advance Onsite Services.
- c. For all other contracts that have a term ending on June 30th, 2025, I recommend the Selectboard approve the renewal of the remaining contracts for the next fiscal year.
- d. **A possible motion would be:** “I move to place the Town’s West Village Wastewater System Maintenance contract out to bid. I further move to renew all other contracts set to expire in July, as provided in the Selectboard’s meeting packet for April 28th 2025.”

Review of Town Paving Bids for FY25:

- a. Each year, the Town’s Highway Commissioner solicits bids from varying contractors for the re-treatment of the Town’s highways.
- b. Copies of the bids will be distributed for the Selectboard to open and review. The Selectboard may then take action to award the Town’s paving contract for 2025.
- c. **A possible motion would be:** “I move to award _____ the Town’s paving contract for 2025, at a cost of _____ per ton of Type III hot mix asphalt. I further move that the total cost of the project shall not exceed \$350,000 unless approved by Charlotte’s Road Commissioner.”

Discussion of Personnel – Likely executive session per 1 V.S.A. § 313(a)(3):

- a. **A possible motion to enter into executive session would be:** “I move to enter into executive session pursuant to 1 V.S.A. § 313(a)(3) to discuss the hiring of a Senior Center Assistant Director, Town Planner, and Zoning Administrator, provided that any final decisions are made in open session. I further invite Nate Bareham into this session.

1 **CHARLOTTE SELECTBOARD MEETING**
2 **Monday, April 14, 2025**
3 **Charlotte Town Hall 159 Ferry Road and via teleconference**
4 **DRAFT**

5 *Draft minutes are subject to correction by the Charlotte Selectboard.*
6

7 **SELECTBOARD MEMBERS:** *In person:* Lee Krohn, Chair; Frank Tenney, Vice Chair;
8 Lewis Mudge; Natalie Kanner; J.D. Herlihy
9

10 **ADMINISTRATION:** Nathaniel Bareham Town Administrator
11

12 **OTHERS:**

13
14 **In person:** Charles Russell, Bill Fraser-Harris, Maura Wygman, Clifford Mix, Mary Cheney,
15 Claudia Mucklow, Josh Bagnato, Thomas Hengelsberg
16

17 **Remote:** Paul Plante, Hugh Lewis Jr., Carrie Spear, Jack Pilla, Tom Maffit, Mary Mead
18
19

20 **AGENDA ITEMS:**

- 21 7:00 PM Approval of Consent Agenda
22 a. Meeting Minutes for March 24, 2025
23 b. Applications for Use of Town Property
24 - Charlotte Covered Bridge Race (September 6, 2025)
25 - UVM Cycling Home Road Race (April 20, 2025)
26 - Grange on the Green (July 10, 17, 24, and 31, 2025)
27 - Town Beach Party 2025 (June 28, 2025)
28 7:05 PM Adjustments to the Agenda
29 7:10 PM Public Comment for items not on the Agenda
30 7:15 PM Selectboard & Town Administrator's Updates
31 a. Update on Spear Street Culvert and Slope Stabilization Repairs
32 7:20 PM Liquor Control Board
33 a. App. 55661 – 1st Class Restaurant/Bar License – Roland's Place, LLC
34 b. App. 57255 – 2nd Class Liquor License – Tian Tian World, LLC
35 c. App. 57733 – 2nd Class Liquor License – Grove PT Marinas PBM, LLC
36 d. App. 57892 – 1st Class Restaurant/Bar License – Charlotte Village Winery
37 7:25 PM Discussion, and possible action, on Waiving Late Penalties for Homestead Filings
38 7:30 PM Selectboard interview of applicants for Committee/Commission/Board
39 appointment:
40 a. Clifford Mix for Tree Warden
41 b. Mary Cheney for Deputy Tree Warden
42 c. Claudia Mucklow for Deputy Tree Warden
43 d. Jack Pilla for Trails Committee
44 e. Josh Bagnato for Trails Committee
45 f. Thomas Hengelsberg for Trails Committee

- 46 g. Richard Hendrickson for Trails Committee
47 h. Tom Maffit for the Thompsons Point Wastewater Advisory Committee
48 8:10 PM Discussion, and possible action, on Selectboard appointments for the following
49 positions:
50 a. Tree Warden
51 b. Deputy Tree Warden (x2)
52 c. Thompson's Point Wastewater Advisory Committee
53 8:15 PM Discussion, and possible action, on a Shared Well Agreement – Possible
54 Executive Session per 1 V.S.A. § 313(a)(1)(A)
55 8:25 PM Discussion, and possible action, on adopting
56 a Code of Ethics Investigation and Enforcement Ordinance
57 8:35 PM Discussion of Collective Bargaining with AFSCME Council 93 – Possible
58 Executive Session per 1 V.S.A. § 313(a)(1)(B)
59 8:55 PM Approval of Warrants
60 9:00 PM Adjournment

61

Call to Order

62 Lee Krohn called the meeting to order at 7:00 p.m.

64

Approval of Consent Agenda**a. Meeting Minutes for March 24, 2025****b. Applications for Use of Town Property**

68 - Charlotte Covered Bridge Race (September 6, 2025)

69 - UVM Cycling Home Road Race (April 20, 2025)

70 - Grange on the Green (July 10, 17, 24, and 31, 2025)

71 - Town Beach Party 2025 (June 28, 2025)

72

73 **MOTION by J.D. Herlihy seconded by Frank Tenney to approve the April 14, 2025**
74 **consent agenda. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion Carried.**

75

Adjustments to the Agenda

77 None

78

Public Comment for items not on the Agenda

80 Bill Fraser-Harris stated that he's unaware of the definition of a consent agenda.

81 Lee Krohn stated that a consent agenda is a way to streamline items on the agenda that are
82 repeated items and clear cut with one motion rather than each item needing separate discussion
83 and motion to be approved.

84 Bill Fraser-Harris stated that he would like to remind the Town Administrator that he submitted
85 three applications for Music at the Beach events at the same time that he filed the Town Party
86 application and they haven't been dealt with yet but he has been told they will be. He stressed
87 that he is in need of these application's approval so that he can reserve the musicians needed for
88 these events.

89

Selectboard & Town Administrator's Updates**a. Update on Spear Street Culvert and Slope Stabilization Repairs**

91

92 Nathaniel Bareham stated that at this point Spear Street has reopened. The remaining work to be
93 done includes the cleanup process of the staging area and the repaving of the road. He expressed
94 sincere gratitude to all that have contributed to the project.

95 Frank Tenney received confirmation from Nathaniel Bareham that the debris catcher has been
96 installed.

97 J.D. Herlihy received confirmation from Nathaniel Bareham that the old culvert will be removed.
98 Nathaniel Bareham stated that the contractors are waiting for things to dry out before
99 getting into the culvert areas to get everything cleaned up.

100

101 J.D. Herlihy stated he attended a Senior Center board meeting and the new position of Assistant
102 Director has been posted and reviews will be in May.

103 J.D. Herlihy stated that he attended a Thompson's Point Wastewater meeting and he learned that
104 the town owns all the way to the pump stations at the individual houses on the lot which helped
105 him to better understand why the town is responsible for the pump stations on the properties.

106

107 Nathaniel Bareham stated that Music at the Beach has been a long standing event going back
108 the last ten to fifteen years and since this was a clerical error he wondered if the board would
109 consider giving him the authority to approve the application so as to not hold Bill Fraser-Harris
110 up until April 28, 2025.

111 Frank Tenney stated that he is not in favor of putting something new on the agenda and
112 approving it in the same meeting. It doesn't allow for everyone to review it first.

113

114 Lee Krohn stated that he is grateful for all the folks that took part in launching the earth month
115 festivities. It was well attended.

116

117 **Liquor Control Board**

118 **a. App. 55661 – 1st Class Restaurant/Bar License – Roland's Place, LLC**

119 **b. App. 57255 – 2nd Class Liquor License – Tian Tian World, LLC**

120 **c. App. 57733 – 2nd Class Liquor License – Grove PT Marinas PBM, LLC**

121 **d. App. 57892 – 1st Class Restaurant/Bar License – Charlotte Village Winery**

122

123 **MOTION by Frank Tenney, seconded by J.D. Herlihy, to recess as the Selectboard and**
124 **convene as the Charlotte Liquor Control Board. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner**
125 **& Mudge); Motion Carried.**

126

127 **MOTION by Frank Tenney, seconded by J.D. Herlihy, to approve the applications as**
128 **presented in the Selectboard's agenda of April 14, 2025. VOTE: 3 ayes, 0 nays, 2 absent,**
129 **(Kanner & Mudge); Motion Carried.**

130

131 **MOTION by J.D. Herlihy, seconded by Lee Krohn, to adjourn as the Charlotte Liquor**
132 **Control Board and reconvene as the Charlotte Selectboard. VOTE: 3 ayes, 0 nays, 2**
133 **absent, (Kanner & Mudge); Motion Carried.**

134

135 **Discussion, and possible action, on Waiving Late Penalties for Homestead Filings**

136 Lee Krohn stated that many residents forget to file their homestead declarations and then they
137 come to the Selectboard requesting a waiver for the late fees and the Selectboard has routinely

138 preemptively waived these fees in the past and this is the request of the Town Clerk, Mary Mead.
139

140 **MOTION by Frank Tenney, seconded by J.D. Herlihy, to waive the late homestead filing**
141 **penalty per Mary Mead's letter of March 31, 2025. VOTE: 3 ayes, 0 nays, 2 absent,**
142 **(Kanner & Mudge); Motion Carried.**
143

144 **Selectboard interview of applicants for Committee/Commission/Board appointment:**
145

146 **Richard Hendrickson for Trails Committee**

147 Richard Hendrickson stated that he is volunteering to serve on the Trails Committee for two
148 years. He has been the Co-Chair since last summer and has managed communications and the
149 website as well as presenting at the town meeting. He has been involved in working with the
150 Trails Committee on the trails maintenance plan. He went on to state that he has also been
151 involved with working on maintaining the vision that was originally established in the town plan
152 for the trail system.
153

154 **Clifford Mix for Tree Warden**

155 Clifford Mix stated that the best course of action after reading the draft of the Emerald Ash Tree
156 Preparedness Plan is to not do anything at this time. Preemptive measures could have a negative
157 impact such as destroying some of the good genetic reserve. He went on to state that the other
158 issue that he would like to see accomplished is the adoption of the Shade Tree Ordinance.

159 Matthew Krasnow created a draft for this and the goal is to have a plan presented to the
160 Selectboard for approval sooner than later.

161 Clifford Mix stated that he sees the role of the Tree Warden as someone that will make the final
162 determination of any public tree and it's condition. This would be based on his knowledge and
163 50 years of experience. He is a stickler for documentation and he answers to the Selectboard and
164 nobody else. He went on to state that once trees are planted they should be maintained and taken
165 care of even after the establishment period of the tree. Without taking preventative measures on
166 newly planted trees, it will cause problems in the future for the town.
167

168 **MOTION by Frank Tenney, seconded by J.D. Herlihy, to appoint Clifford Mix as the town**
169 **of Charlotte's Tree Warden for a term beginning on May 1, 2025, and ending on April 30,**
170 **2026. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion Carried.**
171

172 **Mary Cheney for Deputy Tree Warden**

173 Mary Cheney stated that this past year has been a learning curve for her and she has worked hard
174 at finding out the policies behind some of the issues that Clifford Mix has had to deal with and
175 researching the town records. Her focus is policy as this is her wheelhouse with experience as a
176 lobbyist for many years, she reads policy and legislation. She went on to state that the town
177 could tighten up some of the policies and she would like to update the Tree Warden part of the
178 town website as well.
179

180 J.D. Herlihy received confirmation that there are two seats for the Deputy Tree Warden role and
181 two applicants.
182

183 **Claudia Mucklow for Deputy Tree Warden**

184 Claudia Mucklow stated that she has been on the Park Committee for many years and in the past
185 the town had always had a Tree Warden or Deputy Tree Warden on the Park Committee until
186 Sue Smith resigned a couple of years ago. She is eager to learn more, she is skilled with a
187 chainsaw and is able to identify all the native species.

188 Frank Tenney stated that Claudia Mucklow is also on Conservation Commission making her on
189 two boards already and he wonders if there would be any conflict with being on those boards and
190 following the Tree Warden's decision.

191 Claudia Mucklow stated that she sees no conflict of interest.

192

193 **MOTION by J.D. Herlihy, seconded by Frank Tenney, to approve Mary Cheney and**
194 **Claudia Mucklow as the two Deputy Tree Wardens for a term beginning May 1, 2025**
195 **and ending April 30, 2026. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion**
196 **Carried.**

197

198 **Thomas Hengelsberg for Trails Committee**

199 Thomas Hengelsberg stated that he has been a Charlotte resident for 15 years. He lives
200 close to the trails and uses the trails daily. He was on the Burlington Planning
201 Commission many years ago. He works as an architect and in doing so he works with public
202 school clients and therefore he has much experience working with boards and the commissions
203 He went on to state that he has access to graphic tools that could help with making maps.

204

205 Lee Krohn stated that they are blessed with more applicants than there are open seats for and will
206 be making a decision on those that will be appointed seats at the next Selectboard meeting.

207

208 **Josh Bagnato for Trails Committee**

209 Josh Bagnato stated that he is a resident of Charlotte and has been using the Charlotte Trails for
210 the past fourteen years. He recently moved from the east side to the west side of Charlotte and
211 has begun to use the trails close by. At this point in his life, he has some time to give back to the
212 town. He went on to state that he admires the Trails Committee's work and the fact that they get
213 things accomplished. Professionally he works in clean energy development and has for about
214 twenty years. He has a lot of experience with developing linear projects on the regulatory and
215 real estate side. He attended the April 1, 2025, Trails Committee meeting and got to meet the
216 committee and they asked him to apply for a seat on the Trails Committee.

217

218 **Jack Pilla for Trails Committee**

219 Jack Pilla stated that he would like to continue his work with the Trails Committee. Adding to
220 the trails system is the current focus of the Trails Committee but also a maintenance plan and
221 implementation of it. He has been on the Trails Committee for two years but has been involved
222 with the trails for many, many years. He went on to state that before the Trails Committee he
223 was involved with the Charlotte Park and Wildlife Refuge for ten years. He is very passionate
224 about the town trails.

225

226 **Tom Maffit for the Thompsons Point Wastewater Advisory Committee**

227 Tom Maffit stated that he has been a lease holder since 1997 and involved in the wastewater
228 since about 1985 which predates the formation of the advisory committee that he is reapplying to
229 serve on. Thompsons Point Wastewater Advisory Committee prepares a budget

230 recommendation every year and also a contract for the system operator and the engineer who are
231 non-voting members of the advisory board. He went on to state that he has a background as an
232 electrical engineer that offers skills of the same type of problem solving skills for this role on the
233 committee. His experience also includes serving as Chair and member of HOA boards in the
234 past and he is used to small board type dynamics and responsibilities.

235

236 **Discussion, and possible action, on Selectboard appointments for the following positions:**

237

238 **Thompson's Point Wastewater Advisory Committee**

239

240 **MOTION by J.D. Herlihy, seconded by Frank Tenney, to approve Tom Maffit to the**
241 **Thompsons Point Wastewater Advisory Committee for a term beginning May 1, 2025**
242 **and ending April 30, 2028. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion**
243 **Carried.**

244

245 **Tree Warden**

246 This was completed this evening at the time of the interview.

247

248 **Deputy Tree Warden (x2)**

249 This was completed this evening at the time of the interview.

250

251 **Discussion, and possible action, on a Shared Well Agreement – Possible Executive Session**
252 **per 1 V.S.A. § 313(a)(1)(A)**

253 Nathaniel Bareham stated that this well has been a town owned well going back a number of
254 years and the town gave access and rights to the well to two property owners on Greenbush
255 Road.

256 Frank Tenney stated that it wasn't exactly that the town gave the rights it was more part of the
257 split up of the Burns property. When the town got the Burns property that was east of Greenbush
258 Road the owner of the whole property had the house that the Wygmans are in and the Old
259 Lantern. Now the Old Lantern is an Inn. Even though that owner handed over the property to
260 the town and the well, he kept the rights to the water for his original house and the Old Lantern.

261 Nathaniel Bareham stated that the deed language that provided those rights is a bit ambiguous.

262 There isn't a lot of information related to cost sharing, repairs of the system, and permitting of
263 the system. With the town attorney's recommendation, the prior TA, Dean Bloch had worked

264 with the owners of both of those properties to develop this shared well agreement. He went on to
265 state that at this point there is a workable agreement with a few minor amendments that will need

266 to be made. This is a time sensitive issue because the owner of the Old Lantern is selling his
267 property and now in the process of closing. The parties have verbally agreed to some of these

268 changes with some minor non material adjustments to the language of the document. The goal

269 for tonight is to have the Selectboard discuss this and provide a potential conditional approval for
270 allowing nonmaterial changes to be made pending final approval by the town's attorney.

271 Frank Tenney stated that he has been involved in the formation of this document from the

272 beginning and he is in approval of the way this document currently stands as long as there are no

273 significant changes to be made he supports approval of it this evening.

274 J.D. Herlihy stated that he's familiar with this due to his involvement with the recent subdivision
275 with his work as a member of the DRB. This agreement is really between with the two property
276 owners more than the town so he's in favor with approving it this evening.

277 Frank Tenney stated that the burden to the town would be the town collecting the electric fee to
278 the two property owners. Such as in an instance that collecting the electrical fees from the
279 owners were an issue. The town has the right to use water from this well if there were
280 expansion.

281 Nathaniel Bareham stated that the town will retain the right to use the well as long as it doesn't
282 interfere with the deeded rights that were provided when the town initially received it. His
283 understanding after being educated in the past by Dean Bloch and Dave Marshall, is that it's a
284 substantial well that has a lot of capacity. The sustenance terms that the town was looking at
285 were the cost sharing mechanisms for repairs that is based on usage, insuring meters were set up
286 so that usage could be determined and to keep track of net loss, as well as permitting the system.
287 He went on to state that other things that were looked at were future costs for upgrading the
288 system and who would bear the burden of those costs. The current threshold doesn't require a
289 permit but it's close. Electricity charges, sampling and testing charges are being considered.
290 Insuring that all properties have the right to access this well that's included in the deeded
291 agreement. Nathaniel Bareham stated that there have been some conversations regarding if this
292 should be divided with references to the original deed or if the town wants to fully separate from
293 the deed and just have access rights. Some parties would like to maintain their deeded rights and
294 others would like to have this as a standalone document. It doesn't necessarily change each
295 parties rights just how it will be captured in the document.
296

297 Mary Mead stated that she has been billing every month for the GMP bill for this well and
298 splitting it between the two parties. It hasn't worked out well due to the fact that one party pays
299 and the other hasn't paid in a couple of years. It's a small monthly bill averaging \$25-30 for the
300 use of water. Therefore, if they can't pay \$15-20month how will further fees such as for testing,
301 maintenance and upgrades be covered? She went on to state that this is a burden to the town and
302 she would like this to be something the two property owners have to manage on their own.

303 Charles Russell stated that he wonders if the town is ever really going to want to use the water.
304 If there are other possible ways to do this such as an easement to this well so GMP can bill them
305 directly and the town can reserve whatever rights it wants if any, maybe this isn't ready to be
306 approved this evening.

307 Nathaniel Bareham stated that this has been an ongoing discussion since September. The Old
308 Lantern owner has a buyer in the works. Both the town attorney and Mike Russell have
309 indicated that they would like this to be finalized prior to the sale going through as this is a
310 potential title issue. The issue of paying the electric bills predates his time as TA.

311 Mary Mead stated that James Faulkner stated more than once at the time of the town garage
312 being built that they were not drawing power from the well that they had their own source. In
313 addition to this the monthly electrical bills for the well didn't change during the months of the
314 town garage construction, which also indicates that there was no power drawn from the well.

315 Lee Krohn stated that as far as keeping any rights to the well, this is a valuable question and
316 should be well thought out since it's unknown as to when or if the town may need a water
317 supply.

318 Frank Tenney stated that the well is far away from the two users and the fact that this involves a
319 long water line should be kept in mind. Instead of the town managing the electrical bills it would

320 make sense to have meters put in so that they can have someone else manage the collecting of
321 the electrical fees. The town can continue to have the rights to the well but the two users of the
322 well can manage their own electrical payments.

323 All concurred that more time would be needed to modify the way the billing process takes place.
324 J.D. Herlihy stated that general consensus seems to be that outside of the way the electrical
325 billing is done the agreement is acceptable.

326 All concurred.

327 Lee Krohn stated that he will work with Nathaniel Bareham on this and this will be tabled until
328 the next Selectboard meeting.

329 Frank Tenney stated that he would also assist Nathaniel Bareham and Lee Krohn with this task.

330

331 **Discussion, and possible action, on adopting a Code of Ethics Investigation and**
332 **Enforcement Ordinance**

333 Lee Krohn stated that a draft of this has been shared to all members of the Selectboard. This is
334 something that needs to be done since it is a dictate from the state of Vermont and it requires all
335 of the Selectboard to go through ethics training by September.

336 Nathaniel Bareham stated that this is a document that is a modification from what is currently
337 being offered by VLCT with modifications to make it specific to the town of Charlotte. There
338 will be a designated complaint recipient and a designated alternate. There will be a procedural
339 requirement when the point person receives a complaint to investigate said complaint under the
340 ordinance and then potentially hold a hearing if they can determine that the person in question
341 violated the state's municipal ethics law as well as the local municipal ethics law. He went on to
342 state that first offenses will involve informal meetings. These meetings can also happen in
343 executive session. Nathaniel Bareham stated that the ordinance provides that the officer at issue
344 resign in extreme cases. This isn't a demand but rather a request. For town employees they
345 would be held accountable by their designated supervisor. This is all outlined in the town's
346 personnel policy. In addition to the ordinance there is also a draft notice of warning which will
347 be posted in five conspicuous places in town and to the newspaper of record, the town's website
348 and the town clerk's office. If five percent of the voters want to petition this they have until May
349 29, 2025, to submit a petition rejecting this proposed ordinance. If there are no petitions from
350 the voters this will go into effect on June 13, 2025.

351 Nathaniel Bareham stated that he has outlined the broader requirements of this ordinance in the
352 staff report which is in tonight's meeting packet. This outline also includes what has been done
353 to date and what is still to be done. It would be ideal to get this ordinance completed so that
354 when all the town's committees and commissions have their organizational meetings in May he
355 can work to schedule an orientation with all the chairs to walk them through the training
356 requirements that are also outlined as a part of this legislative update.

357 Discussion was had regarding clarification of this ordinance.

358 Nathaniel Bareham stated that this ordinance is a process by which a person can go to their town
359 to say they feel that someone has violated the state statute.

360

361 **MOTION by Lee Krohn, seconded by J.D. Herlihy, to adopt these pursuant to the draft**
362 **motions that Nathaniel Bareham has provided to both approve the ordinance and post the**
363 **notices and warn it accordingly as required.**

364

365 Discussion was had at length regarding what positions should be included in this ordinance. The
366 members of the Selectboard all concurred that an inclusive statement that would cover all
367 appointed or elected officials of the town would be appropriate and cover all.

368 Nathaniel Bareham stated that a lot of the positions in the draft ordinance are what were required
369 to be included by state statute. It is by state statute that not every town employee is required to
370 be in this ordinance, the town of Charlotte has its own personal policy that covers staff conduct
371 and conflict of interests. This is more tailored towards elected and appointed officials and those
372 that have key financial administrative authority.

373 Lee Krohn stated that he feels that it would be appropriate to ask for clarification by VLCT.

374 J.D. Herlihy received confirmation that there isn't an urgency to complete this tonight.

375 All concurred that it will suffice to push this out providing it is completed within the next couple
376 of Selectboard meetings since there is no specific deadline other than the required training
377 deadline of September.

378 Charles Russell stated that the ordinance states that confidentiality will be protected to the extent
379 possible and he feels the language should be stronger than that.

380 Charles Russell received confirmation from Nathaniel Bareham that the municipal officer being
381 accused can demand that this be handled in public. Charles Russell went on to state that the
382 ordinance should read that way.

383 Charles Russell stated that he feels that it's not transparent to handle such in private as has been
384 historically seen in the town.

385

386 Lee Krohn withdrew his motion from the floor due to all agreeing to get further information from
387 VLCT before proceeding.

388

389 **Discussion of Collective Bargaining with AFSCME Council 93 – Possible Executive Session**
390 **per 1 V.S.A. § 313(a)(1)(B)**

391

392 **MOTION by J.D. Herlihy, seconded by Lee Krohn, to find that these discussions of a**
393 **collective bargaining unit with AFSCME Council 93 would place the public body at a**
394 **substantial disadvantage. VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion**
395 **Carried.**

396

397 **MOTION by J.D. Herlihy, seconded by Frank Tenney, to enter into executive session**
398 **pursuant to 1 V.S.A. § 313(a)(1)(B) for the discussion of a labor relations agreement with**
399 **employees with an invitation to the Town Administrator, Nathaniel Bareham to attend.**
400 **VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion Carried.**

401

402 **MOTION by Frank Tenney, seconded by J.D. Herlihy to come out of executive session.**
403 **VOTE: 3 ayes, 0 nays, 2 absent, (Kanner & Mudge); Motion Carried.**

404

405 Lee Krohn stated that no action was taken during the executive session.

406

407 **Approval of Warrants**

408

409 Warrants were approved.

410

411 **Adjournment**

412

413 **MOTION by J.D. Herlihy, seconded by Frank Tenney, to adjourn. VOTE: 3 ayes, 0 nays,**
414 **two absent, (Kaner & Mudge); Motion Carried.**

415

416 The meeting was adjourned at 10:16 p.m.

417

418 Minutes respectfully submitted by Brooke Milo, Minute Taker.

419 Edits by Nathaniel Bareham.

DRAFT

TOWN OF CHARLOTTE
APPLICATION FOR USE OF TOWN FACILITIES

Approved for Use: September 22, 2014

Name of Organization/Event: Town Party
Date(s) of Event: JUNE 28th 2025
Organization's Address: _____
Non-Profit For Profit _____
If non-profit, briefly explain the benefit fund: _____

Contact information for Organization/Representative:

Name of Event Manager/Title: BILL FRASER-HARRIS
Email address: BILLANDEVA@GMAIL.NET
Telephone number: 802-343-4350
Mobile telephone number: 802 343.4350

Location

Town highways _____
Town Beach Senior Center _____ Town Hall _____ Other _____

Brief description of requested use of facility: BBQ, POT LUCK, LIVE MUSIC, ICE CREAM - PARKING OVERFLOW IN UPPER FIELD.

Event Start Time: 4pm Event End Time: 8pm
DINNER SERVED AT 6pm, FREE PARKING 4pm →

Anticipated Attendance

Participants 250 Staff/Volunteers 6 Vendors/Caterer _____ Total _____

Will food be served? (yes) _____ (no)

Will alcohol be served: _____ (yes) (no).

If yes, include copy of the caterer's license and certificate of insurance.

Safety Arrangements: (attach additional sheet if needed)

(Parking, course monitors, water and aid stations, traffic control)

Has Charlotte Fire & Rescue been notified? Yes No _____

Signature of CVFRS Official

Is a standby ambulance needed? Yes _____ No

Are State of Vermont permits required? Yes _____ No

Is a port-o-let proposed? Yes _____ No

Has this event been held in Charlotte before? Yes No _____

If yes, please list years: LAST 8 + YEARS

Is this event open to Charlotte residents? Yes No _____

Please attach an event map, if applicable.

Please attach or e-mail a certificate of insurance for the event which names the Town of Charlotte as an "additional insured" for general liability coverage.

OVER

Waste Management

The Town of Charlotte is dedicated to making all events in public spaces as waste free as possible by reducing packaging and single use items, and by collecting waste in three streams: *compostables, recycling and trash*. All events held in public spaces will adhere to these expectations, and comply with VT ACT 148 Universal Recycling Law and CSWD's Solid Waste Management Ordinance.

Please see Recommendations for Waste Reduction in the attached addendum. (Live link)

Event sponsors are responsible for communicating these recommendations to all vendors/caterers.

Technical help is available from Charlotte CSWD representative, Ken Spencer: kspencer@cswd.net

Event Person in Charge of Waste Management (if not event manager):

Email address: _____
Telephone number: _____
Mobile telephone number: _____

Plan for Compostables

Use of food scrap buckets is required for events at which food is served. Buckets are available from the Town, CSWD, and haulers. To obtain from Town, please contact Ken Spencer:

kspencer@cswd.net 3 STREAM SYSTEM BORROWED FROM LIBRARY

Number of buckets needed _____

Compostable materials: food scraps only; food scraps and other organics

Compost management plan: _____ will use onsite compost bin; will take to CCS Compost Shed; _____ will drop off at CSWD facility; _____ will hire compost or three-stream hauler

Plan for recyclables and trash (check one)

Will use Town's existing recycling and trash infrastructure. Fee may apply.

____ Will contract for three-stream pick-up by hauler

____ Will drop off at CSWD facility

Waste Stations

Side-by-side composting/ recycling/trash stations are required, labeled with Vermont's Universal



Symbols. See: <http://cswd.net/about-cswd/universal-recycling-law-act-148/>

Number of waste stations needed for event 3

Plan for assisting participants with sorting streams SIGNS

Plan for decontaminating streams VOLUNTEERS

In consideration of this request to use town highways and/or town-owned property and facilities

BILL FRASER-HARRIS (organization/group/business) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the Town of Charlotte and its officers, agents and employees from and against any claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person or damage to property arising out of or resulting from the activity described in this request.

Signature of authorized representative _____



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 55056

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

Application Information

DLL - Application Id
DLL - Application - 55056

Business Entity Name
Tenney Enterprises

Applicant Email
tenneyenterprisesvt@gmail.com (mailto:tenneyenterprisesvt@gmail.com)

Business Entity Phone

Renewal Application

Foundational License
[LP-019183 \(/DLLLicenseManagment/s/detail/a5At0000000CpR6EAK\)](#)

Town Fee
70

Application Fee
70.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified
1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

External Status
Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Charlotte

Application Type ⓘ
License

Application Category
Second Class

Application For
Second Class License

Historical Id
SECN

Holding Tobacco Licence

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location Details

Physical Location Name ⓘ
Tenney Enterprises

Physical Location Street 1
76 Jackson Hill Road

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Location
[LN-020667 \(/DLLLicenseManagment/s/detail/a0At0000002ZnIDEAW\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

Charlotte

Physical Location State

Vermont

Physical Location Zip

05445

Education Details

Student Name

Richard Tenney

Mode of Training

DLC Online Training

Training Completion Record

00114527 (/DLLLicenseManagement/s/detail/a5C8z000001oGQEAY)

Training Completion Date

5/3/2024

Type of Training

Second Class (Off Premise)

Premises Lease Details

Do you Lease the Premises

No

Landlord Email

Landlord Name

Lease Expiration Date

Information

Food

Meal & Rooms Certificate/Business Account

MRT-10061405

Signer's Name

Richard Tenney

Lodging(if licensed as a Hotel)

Created By

Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE),

3/8/2025 1:27 PM

Last Modified By

Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE),

3/8/2025 1:32 PM

Question	Poll
<input type="text" value="What would you like to know?"/>	
<input type="button" value="Ask"/>	



Search this feed...



Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE) (Customer) created this dll application.

March 8, 2025 at 1:27 PM (/DLLLicenseManagement/s/feed/0D5eq00000XFDI5CAP)



[DLL - Application - 55056](#)

[View more details](#)



Like



Comment



Write a comment...

Contact Violations

Violation Id	First Name	Last Name	Contact Role	Offense	Date of Offense
--------------	------------	-----------	--------------	---------	-----------------

There are no contact violations found



Application ID: DLL - Application - 55056
Application for: Second Class License
Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name: Tenney Enterprises
Business ID: 0009002
Business Address:
,
,
Entity Type: Limited Liability Corporation
Management Type if LLC:
Phone:
Email: tenneyenterprisesvt@gmail.com

People Information

- **Person:** Richard Tenney

Business Role: Business Principal
Business Address:
,
,
Phone:
Email: tenneyenterprisesvt@gmail.com
US Citizen?
Political Position
Name: Richard Tenney
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

Location/ Premises Detail

Location Name: Tenney Enterprises
Do you lease this Premises:

Location Address:
76 Jackson Hill Road,
Charlotte, Vermont 05445

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Charlotte

Vermont Tax Department:
MRT-10061405

Education Details

Student Name:
Richard Tenney

Training Completion Date:
Fri May 03 00:00:00 GMT 2024

Mode of Training:
DLC Online Training

Type of Training:
Second Class (Off Premise)

Foundational License (if applicable)

License Type:
Second Class

License Number:
LP-019183

Licensee Name:
Tenney Enterprises

License Status:
License Active - Ready for Renewal

Licensee Address:
76 Jackson Hill Road ,
Charlotte, Vermont 05445

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosiated With
------	---------------	-----------------

Payment and Acknowledgement

Signed by:
Richard Tenney

State of Vermont / DLL Application Fee:
70.00

Date of Submission:
2025-03-08 18:27:55

State of Vermont / DLL Payment Status:

Local Application Fee:
70

Local Control Payment Status:
false



Home (/DLLLicenseManagment/s/)

Application DLL - Application - 55059	Approve	Reject	Applicant Action Required	Town Payment Received	Download
--	---------	--------	---------------------------	-----------------------	----------

APPLICATION DETAILS RELATED INFORMATION

∨ Application Information

DLL - Application Id
DLL - Application - 55059

Business Entity Name
Tenney Enterprises

Applicant Email
[tenneyenterprisesvt@gmail.com \(mailto:tenneyenterprisesvt@gmail.com\)](mailto:tenneyenterprisesvt@gmail.com)

Business Entity Phone

Renewal Application

Foundational License
[LP-019184 \(/DLLLicenseManagment/s/detail/a5At0000000CpR7EAK\)](#)

Town Fee
0

Application Fee
110.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified
1

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

External Status
Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Charlotte

Application Type ⓘ
License

Application Category
Tobacco

Application For
Tobacco License

Historical Id
TOBC

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

∨ Location Details

Physical Location Name ⓘ
Tenney Enterprises

Physical Location Street 1
76 Jackson Hill Road

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Location
[LN-020667 \(/DLLLicenseManagment/s/detail/a0At0000002ZNjDEAW\)](#)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

Charlotte

Physical Location State

Vermont

Physical Location Zip

05445

Education Details

Student Name

Richard Tenney

Mode of Training

DLC Online Training

Training Completion Record

00114527 (/DLLLicenseManagement/s/detail/a5C8z0000001oGQEAY)

Training Completion Date

5/3/2024

Type of Training

Second Class (Off Premise)

Premises Lease Details

Do you Lease the Premises

No

Landlord Email

Landlord Name

Lease Expiration Date

Information

Food

Meal & Rooms Certificate/Business Account

MRT-10061405

Signer's Name

Lodging(if licensed as a Hotel)

Created By

Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE), 3/8/2025 1:33 PM

Last Modified By

Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE), 3/8/2025 1:35 PM

Question	Poll
<input type="text" value="What would you like to know?"/> <input type="button" value="Ask"/>	



Search this feed...



Richard Tenney (/DLLLicenseManagement/s/profile/0058z000000xN3qAAE) (Customer) created this dll application. March 8, 2025 at 1:33 PM (/DLLLicenseManagement/s/feed/0D5eq00000XFEJCAAX)

[DLL - Application - 55059](#)

[View more details](#)



Like



Comment

Write a comment...

Contact Violations

Violation Id	First Name	Last Name	Contact Role	Offense	Date of Offense
There are no contact violations found					



Application ID: DLL - Application - 55059
Application for: Tobacco License
Category of Business: Tobacco

Business/ Entity Information

Business/ Entity Name: Tenney Enterprises
Business ID: 0009002
Business Address:
,
,
Entity Type: Limited Liability Corporation
Management Type if LLC:
Phone:
Email: tenneyenterprisesvt@gmail.com

People Information

- **Person:** Richard Tenney

Business Role: Business Principal
Business Address:
,
,
Phone:
Email: tenneyenterprisesvt@gmail.com
US Citizen?
Political Position
Name: Richard Tenney
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

Location/ Premises Detail

Location Name: Tenney Enterprises
Do you lease this Premises:

Location Address:
76 Jackson Hill Road,
Charlotte, Vermont 05445

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Charlotte

Vermont Tax Department:
MRT-10061405

Education Details

Student Name:
Richard Tenney

Training Completion Date:
Fri May 03 00:00:00 GMT 2024

Mode of Training:
DLC Online Training

Type of Training:
Second Class (Off Premise)

Foundational License (if applicable)

License Type:
Tobacco

License Number:
LP-019184

Licensee Name:
Tenney Enterprises

License Status:
License Active - Ready for Renewal

Licensee Address:
76 Jackson Hill Road ,
Charlotte, Vermont 05445

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosiated With
------	---------------	-----------------

Payment and Acknowledgement

Signed by:

State of Vermont / DLL Application Fee:
110.00

Date of Submission:
2025-03-08 18:33:11

State of Vermont / DLL Payment Status:

Local Application Fee:
0

Local Control Payment Status:
false

3) What skills, credentials and experiences would you bring to this committee/commission/board?
Over forty years of conservation education and work experience (including
over thirty years with the U.S. Fish and Wildlife Service, member of the
Vermont Climate Council Subcommittee on Agriculture and Ecosystems,
member of the Governor-appointed Citizens Advisory Committee on Lake
Champlain part of of Charlotte cohort of Vermont Master Naturalists program

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

- Yes
 No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

- Yes
 No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

- Yes
 No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

- Yes
 No

8) Please include any other information that you feel is relevant to your application in the space below:
Look forward to continuing to help conserve and manage this important town
resource for all.

3) What skills, credentials and experiences would you bring to this committee/commission/board?

Over the past year, I have help organize volunteer efforts and expand our volunteer list. I work with committee chairs to help organize memos and various communications to our volunteer groups. I also enjoy working in the park and clearing invasives. I am working on obtaining a ~~license~~ an effort to involve CCS 6th graders in a birding/planting event this May.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

Thank you for considering my reappointment.
Bob -
Deva

3) What skills, credentials and experiences would you bring to this committee/commission/board?

Experience working in the Park and Wildlife Refuge; invasive species and bird habitat management, hay crop management, trail maintenance

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

Town of Charlotte
Application for Committee/Commission/Board Appointment

For Appointment by the Selectboard

1. All applicants for Town Commissions/Committees/Boards must be residents of the Town of Charlotte.
2. Applications can be submitted at the Town offices or e-mailed to townadmin@townofcharlotte.com with "Committee Application (Last Name)" as the subject line.
3. Applicants should select the "talent bank" box below if there are no vacant seats on a committee/commission/board, but you wish to be considered should a vacancy arise. Talent bank applications will be retained for the remainder of the calendar year.

Appointment Type (check one): Re-appointment

First & Last Name: Deirdre Holmes _____ Date: 3/3/2025 _____
Mailing Address: 413 Carpenter Road, Charlotte _____
E-mail Address: deirdre2holmes@gmail.com _____
Phone Number: (802) 355-1031 _____

What committee/commission are you applying for (please fill out one application for each committee/commission/board to which you are applying): Energy Committee _____

1) Are you currently serving, or have you ever served, on any town committee/commission/board? If so, please list the committee/commission/board and the approximate dates you served: _____

_Charlotte Energy Committee (since 2017, currently Chair) _____

_CCRPC TAC Representative (since 2021) _____

_CCRPC Alternate (since 2021) _____

2) Why are you interested in serving on this committee/commission/board? _____

Energy and climate issues are very important to me. I appreciate what the voters in Charlotte have committed to in the Energy Plan of the Town Plan. According to the implementation table, we have lots to do and are behind schedule as a Town. I hope to continue to work with the committee, the Selectboard and other committees to make needed progress happen.

3) What skills, credentials and experiences would you bring to this committee/commission/board? _____

In addition to almost eight years of active participation on the town energy committee, I have an MA in Ecological Urban and Regional Planning. Before volunteering for the Town, I was very active in

environment, nutrition, sustainability and farm-to-school programs at CCS.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

8) Please include any other information that you feel is relevant to your application in the space below:
I have written several successful grant proposals on behalf of the Charlotte Energy Committee, bringing in outside funding to help pay for Town work addressing energy and climate issues, both municipally and residentially.

3) What skills, credentials and experiences would you bring to this committee/commission/board?
Retired electronic systems engineer from the Johns Hopkins Applied Physics Laboratory

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

- Yes
- No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

- Yes
- No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

- Yes
- No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

- Yes
- No

8) Please include any other information that you feel is relevant to your application in the space below:

3) What skills, credentials and experiences would you bring to this committee/commission/board?

I have served as a member of the original Town Plan creation committee and several subsequent commissions including Cemetery, Conservation, Demeter Park, Planning. I also worked with the Charlotte Land Trust Conservation and Recreation Committees to create the original Conservation fund for land conservation. I know Charlotte as a life long resident in West and East Charlotte and No. Shore Drive during summers.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

- Yes
 No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

- Yes - have done so earlier.
 No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

- Yes
 No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

- Yes
 No

8) Please include any other information that you feel is relevant to your application in the space below:

I know most of Charlotte from growing up here, living in the West and East villages, spending time riding horses, bikes, and hiking. While I may be the last Horsford to live here, I have always worked to preserve and enhance what makes it special by serving the town on commissions, committees and volunteering for such things as the Senior Center lunches, and Green Up Day.

Town of Charlotte
Application for Committee/Commission/Board Appointment

For Appointment by the Selectboard

1. All applicants for Town Commissions/Committees/Boards must be residents of the Town of Charlotte.
2. Applications can be submitted at the Town offices or e-mailed to townadmin@townofcharlotte.com with "Committee Application (Last Name)" as the subject line.
3. Applicants should select the "talent bank" box below if there are no vacant seats on a committee/commission/board, but you wish to be considered should a vacancy arise. Talent bank applications will be retained for the remainder of the calendar year.

Appointment Type (check one):

New Appointment

Re-appointment

Talent Bank

First & Last Name: Elisabeth S Miller Date: 04/01/2025

Mailing Address: 3098 Mt. Philo Road, Charlotte, VT

E-mail Address: elisasheamiller@gmail.com

Phone

Number: 802-310-7952

What committee/commission are you applying for (please fill out one application for each committee/commission/board to which you are applying): Recreation Commission

1) Are you currently serving, or have you ever served, on any town committee/commission/board? If so, please list the committee/commission/board and the approximate dates you served:

I have been serving on the Recreation Commission since October 2022. I am currently the Vice Chair of the Recreation Commission.

2) Why are you interested in serving on this committee/commission/board? I am passionate about enhancing recreational opportunities for all members of our community, particularly our youth. My three children have participated in many of the town's recreational youth programs, including basketball, soccer, and ski and ride, and I've seen the positive impact these programs have had on them. Our

programs are strong and it's important to continue offering these engaging opportunities, while exploring others, to inspire them and create positive outlets. At a time when there are many non-profit and for-profit organizations offering these opportunities at a high cost, town programs are a way for all youth to participate, regardless of socioeconomic status.

Additionally, since serving on the recreation commission, I've seen the importance of accessible and well-maintained recreational spaces, like the town beach. Charlotte Beach is a valuable resource to our town, and I'd like to spend more time on how we can make it more inclusive while maintaining its integrity. The bathhouse project is an example of how we can make our beach more accessible without adding too much more. This is a project I'd like to spend more time on developing alongside other members of the commission and community.

1

3) What skills, credentials and experiences would you bring to this committee/commission/board? For the past three years, I've been working at Charlotte Central School as a math interventionist for grades 5-8. I work closely with many youth in our town and get to hear from them about what they'd like to see in our town, what is working and what could be done better. As I mentioned earlier, I have three children who have participated in many of the recreation's programs and I've spent time coaching. I have coached basketball for the past three years and one year of soccer in the past. My husband is also involved with coaching basketball. For the past two years, I have recruited eighth grade students, interested in developing our youth hoopers, to referee basketball games for our 3-5 grade basketball program. Finally, I have a Masters in Public Administration from George Washington University. I have studied town budgets and have used this experience to work with the Recreation Director and Recreation Commission Chair to develop the Commission's budget annually.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely

manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

I have been an active member of the Recreation Commission for the past few years and have missed less than five meetings during that time. I am committed to the Commission and the town and would like to serve another term to maintain and enhance the town's recreational areas and programs. Thank you for your consideration.

Town of Charlotte
Application for Committee/Commission/Board Appointment

For Appointment by the Selectboard

-
1. All applicants for Town Commissions/Committees/Boards must be residents of the Town of Charlotte.
 2. Applications can be submitted at the Town offices or e-mailed to townadmin@townofcharlotte.com with "Committee Application (Last Name)" as the subject line.
 3. Applicants should select the "talent bank" box below if there are no vacant seats on a committee/commission/board, but you wish to be considered should a vacancy arise. Talent bank applications will be retained for the remainder of the calendar year.
-

Appointment Type (check one):

New Appointment Re-appointment Talent Bank

First & Last Name: Paul Townsend Date: 4/7/2025

Mailing Address: 307 Stockbridge Road, Charlotte, VT 05445

E-mail Address: paul.m.townsend@gmail.com

Phone Number: 512-853-0655

What committee/commission are you applying for (please fill out one application for each committee/commission/board to which you are applying): Recreation Commission

1) Are you currently serving, or have you ever served, on any town committee/commission/board? If so, please list the committee/commission/board and the approximate dates you served: No, but I chose to apply for the Recreation Commission because I have twin 11-year-old daughters that love to participate in activities and try new experiences. We have already enjoyed things like ski & ride and the ice rink and can't wait for beach season. The natural beauty and active lifestyle were a huge reason we moved here.

2) Why are you interested in serving on this committee/commission/board? We have only recently moved to VT from Texas and I would like to get to know our community better. I would also like to be of service. For most of my career I have been a public servant working in various government roles with the state legislature or state agencies. I enjoying solving problems and making government work for the people. It feels vital right now that we fight to protect these institutions.

3) What skills, credentials and experiences would you bring to this committee/commission/board?
Prior to relocating to VT, I worked for many years in and around state government in Texas.
I was an attorney/legislative aide in the State House, State Senate, and at several agencies.
While obviously things work differently here, I have a good feel for how legislatures, state
agencies, and local governments operate. I believe that my skills and experiences could
be a benefit here, particularly in that I may be able to offer different viewpoints/ideas. I have
drafted and helped pass legislation, worked on the state budget committee (over \$300 billion
biennial budget), and helped countless constituents with private and public sector problems.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

- Yes
- No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

- Yes
- No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

- Yes
- No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

- Yes
- No

8) Please include any other information that you feel is relevant to your application in the space below:
I would be happy to serve in any capacity or on another commission/committee
if it would help the town.

I want set a good example for my children about the importance of citizens being
involved.

3) What skills, credentials and experiences would you bring to this committee/commission/board?

I have served on this committee for over three years. I've attended most of the meetings held during this time, participated in multiple work days on the trails, and worked on the annual report and the annual fundraising letter.

As detailed in my original application to be appointed to the committee, my previous experience includes volunteering with the Manatee County (FL) parks department, the Long Island (NY) Sierra Club local group, and a wildlife hospital in Long Island.

I am an avid hiker and know all of Charlotte's trails well.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

Town of Charlotte
Application for Committee/Commission/Board Appointment

For Appointment by the Selectboard

-
1. All applicants for Town Commissions/Committees/Boards must be residents of the Town of Charlotte.
 2. Applications can be submitted at the Town offices or e-mailed to townadmin@townofcharlotte.com with "Committee Application (Last Name)" as the subject line.
 3. Applicants should select the "talent bank" box below if there are no vacant seats on a committee/commission/board, but you wish to be considered should a vacancy arise. Talent bank applications will be retained for the remainder of the calendar year.
-

Appointment Type (check one):

New Appointment Re-appointment Talent Bank

First & Last Name: Larry Sommers Date: 041125

Mailing Address: 408 Mountains Edge, Charlotte, VT 05445

E-mail Address: Larrysommers1@gmail.com

Phone Number: 8027341584

What committee/commission are you applying for (please fill out one application for each committee/commission/board to which you are applying): Trails Committee

1) Are you currently serving, or have you ever served, on any town committee/commission/board? If so, please list the committee/commission/board and the approximate dates you served: Trails Committee
2020-2025

2) Why are you interested in serving on this committee/commission/board? Enjoy contributing to a Town project that so many residents utilize and benefit from.
Committed to the goals of the Committee and the vision of creating the Town Link Trail.

3) What skills, credentials and experiences would you bring to this committee/commission/board?

Have many years experience working with non profit environmental organizations supporting program development, funding, strategy and marketing.

Lifelong gardener, hiker, biker, and steward - like to work the land.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

3) What skills, credentials and experiences would you bring to this committee/commission/board?
Practicing law for 46 years ; involvement in ZBA hearings (as a member and chair) and writing many of its
more complex opinions.

Worked with Frank Tenney to draft forms and procedures to help
ZBA applicants understand the process, and to prepare their application so
that the board had all the relevant information early in the process.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

3) What skills, credentials and experiences would you bring to this committee/commission/board?

I have served in this appointed position for 10 or more years, we are making progress on Emergency preparedness

in the Town, but there is much more we can do to get more residents better prepared to deal with

a longer term disruption due to a storm or a hazardous incident should one occur in the future.

I have received the required Incident Command training IS 100.c and IS 700 B.

When possible I attend conferences and training sponsored by Vermont Emergency Management.

I was a member of the team that re-designed the present LEMP form following the Hurricane Irene flooding.

I have been responding to emergency calls in this community since 1982 which gives me a good perspective on dealing with future challenges.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:

I do hope that there may be others interested in becoming more familiar with Emergency Management in Town.

I would welcome this and share what I know with them. More people trained this way is a goal.

Thank you for considering me for this appointment.

Town of Charlotte
Application for Committee/Commission/Board Appointment

For Appointment by the Selectboard

-
1. All applicants for Town Commissions/Committees/Boards must be residents of the Town of Charlotte.
 2. Applications can be submitted at the Town offices or e-mailed to townadmin@townofcharlotte.com with "Committee Application (Last Name)" as the subject line.
 3. Applicants should select the "talent bank" box below if there are no vacant seats on a committee/commission/board, but you wish to be considered should a vacancy arise. Talent bank applications will be retained for the remainder of the calendar year.
-

Appointment Type (check one):

New Appointment Re-appointment Talent Bank

First & Last Name: Lee Krohn Date: 25 February 2025
Mailing Address: 501 Ten Stones Circle
E-mail Address: leekrohn1@gmail.com
Phone Number: 8027337788

What committee/commission are you applying for (please fill out one application for each committee/commission/board to which you are applying): EMC

1) Are you currently serving, or have you ever served, on any town committee/commission/board? If so, please list the committee/commission/board and the approximate dates you served: _____
Currently serving as EMC, in partnership with EMD Chris Davis, filling out Karina Warshaw's term.

2) Why are you interested in serving on this committee/commission/board? _____
As noted in my original interview, I have much experience in the emergency management realm - years as a first responder/
volunteer firefighter, regional coordinator of emergency management planning, staffer as needed at the State Emergency
Operations Center. Chris Davis and I are first responder colleagues and know we can work well together in these
capacities in service to our community.

3) What skills, credentials and experiences would you bring to this committee/commission/board?

As noted above, plus a considerable number of trainings at State and Federal levels on a wide array of emergency

management topics.

4) Have you attended at least one meeting of the committee/commission/board you are applying for?

Yes

No

5) If appointed, do you agree to take part in any ethics/conflicts-of interest training(s) that may be required?

Yes

No

6) If appointed, do you agree to attend scheduled meetings and will inform the Chairperson in a timely manner if you are not able to attend?

Yes

No

7) If you are not appointed, do you wish to remain in the Town's "talent bank" for future consideration by the Selectboard, if there is a vacancy during this calendar year?

Yes

No

8) Please include any other information that you feel is relevant to your application in the space below:



Town of Charlotte

ESTABLISHED 1762

SELECTOARD RESOLUTION TO INCREASE THE SIZE OF THE TRAILS COMMITTEE

WHEREAS, the current size of the Trails Committee is deemed inadequate to effectively include a growing number of qualified volunteers; and

WHEREAS, increased committee size will allow for more qualified candidates to participate and assist with the workload and responsibilities of the Trails Committee; and

WHEREAS, the Town of Charlotte Selectboard has determined that an increase in committee size is necessary to ensure qualified candidates are able to participate in the Trails Committee's work;

NOW, THEREFORE, BE IT RESOLVED, that the size of the Trails Committee be increased from nine (9) members to ten (10) members;

FURTHER BE IT RESOLVED, that the Charlotte Selectboard will determine the specific individuals to be appointed to the new positions on the committee;

FURTHER BE IT RESOLVED, that this resolution shall take effect immediately.

Date: April 28th, 2025

Lee Krohn, Charlotte Selectboard, Chair

SHARED WATER SYSTEM AGREEMENT

This Shared Water System Agreement (the “Agreement”), made and entered into as of this ____ day of _____, 2025, is by and between the **TOWN OF CHARLOTTE**, a Vermont municipality in the County of Chittenden and State of Vermont, (the “Town”); **ROLAND GAUJAC and LISA GAUJAC**, residents of the Town of New Haven, County of Addison and State of Vermont, (the “Gaujacs”); and **JUSTIN WYGMANS and MAURA WYGMANS**, residents of the Town of Charlotte, County of Chittenden and State of Vermont, (the “Wygmans” and collectively with the Town and the Gaujacs, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Town owns a water well, pipelines and associated appurtenances located on lands and premises easterly of Greenbush Road and westerly of U.S. Route 7 on the +/-55-acre former Burns property, so-called, which was conveyed to the Town by Warranty Deed of Earl L. Burns, Mary A Burns, Richard E. Burns, Barbara R. Burns and North Central Auto Body, Inc., dated August 31, 2000, and recorded in Volume 112, Page 113 of the Town of Charlotte Land Records (the “Town Parcel”); and

WHEREAS, the Gaujacs own a +/-9.54-acre parcel of land with improvements thereon known as the “Old Lantern Inn and Barn” located at 3260 Greenbush Road by the Warranty Deed of Lantern Vision, LLC, dated August 15, 2006, and recorded in Volume 164, Page 11 of the Town of Charlotte Land Records.

WHEREAS, the Gaujacs have subdivided their parcel of land into a +/-6.23-acre lot known as “Lot LV 1.0” (3260 Greenbush Road) upon which is located the Old Lantern event barn (the “Old Lantern Barn Parcel”), and a +/-3.30-acre lot westerly of the Old Lantern Barn Parcel and known as “Lot LV 1.1” (3250 Greenbush) upon which is located the Old Lantern Inn (the “Inn Parcel”); and

WHEREAS, the Wygmans own a +/-5.01-acre parcel of land with improvements thereon known as the “Farmhouse,” located at 3176 Greenbush Road by the Quitclaim Deed of Justin Wygmans to Justin Wygmans and Maura E. O’Dea (n/k/a Maura Wygmans), dated February 2, 2009, and recorded in Volume 177, Page 121 of the Charlotte Land Records (the “Wygmans Parcel”); and

WHEREAS, the Old Lantern Barn Parcel, the Inn Parcel, and the Wygmans Parcel are benefitted by rights to use water from the aforesaid water well and related rights. Those rights are described in the aforesaid Warranty Deed of Lantern Vision, LLC and the Deed of Peter J. Coleman to Justin Wygmans, dated July 11, 2005, and recorded in Volume 157, Page 274 of the Charlotte Land Records, as:

A nonexclusive easement and right to use a well, water lines and water system located on land and premises now owned by the Town of Charlotte which it acquired by Warranty Deed of Earl L. Burns, Mary A Burns, Richard E. Burns and Barbara R. Burns and North Central Auto Body, Inc. dated August 31, 2000 and recorded in Volume 112 at Page 113 of said Land Records. Such well, lines and system currently serves the “Farmhouse” and other improvements located on the herein conveyed land and premises as well as the Old Lantern Banquet Hall and other improvements located on the land and premises owned by Lantern Vision, LLC. Such use shall be used only for the benefit of the herein conveyed land and premises and shall be for any and all purposes including, but not limited to use for any additional buildings or improvements made upon the herein conveyed lands and premises including but not limited to an inn or bed and breakfast. The herein conveyed easement and right of way includes the right to enter upon the premises of the Town of Charlotte for the purpose of maintaining, repairing, replacing or extending the well, water lines and water system, provided such easement and right-of-way shall be limited to a twenty foot wide strip of land located ten feet either side of the well, water lines and water system. The easement and right-of-way is granted subject to the right of the Town of Charlotte to relocate the water pipelines and water system, provided such relocation shall not adversely affect the quality or quantity of the water supply. The easement and right of way are granted with the condition that in the event the Grantee, its successors and assigns, enter the burdened land and premises to exercise its rights pursuant to this easement that it shall restore the affected premises to the condition existing prior to its entry.

WHEREAS, the small scale water system was installed prior to effective date of any permitting requirements and is therefore a grandfathered system; and

WHEREAS, the Parties have reached this Agreement relative to supplying water from the well and the cost of supplying said water to the Old Lantern Barn Parcel, the Inn Parcel, the Wygmans Parcel, and for other Town uses; and

WHEREAS, the water well on the Town Parcel, together with shared water pipelines, distribution facilities, pump house, and related appurtenances thereto, hereinafter referred to as “Water System,” is for the purpose of supplying water to all properties connected to the Water System; and

WHEREAS, it is the intention and purpose of the Parties that the Water System shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and

maintenance of the Water System for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well serving the Water System is deemed by the Parties to be of adequate capacity to supply each of the parcels described herein with water from the well for all uses thereon, , and may be of sufficient capacity to supply other uses approved by the Town, provided any such capacity shall exceed the capacity of the well that is necessary to supply the Old Lantern Barn Parcel, the Inn Parcel and the Wygmans Parcel for their respective uses; and

WHEREAS, the Parties hereto desire to enter this Agreement for the purpose of stating a Use and Maintenance agreement for said Water System, and reducing to writing their respective rights and obligations pertaining to said System.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed that the Water System, including the well and water distribution pipelines and appurtenances thereto, situated on the Town Parcel shall be used by the Parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. **Water Supply.** Until this Agreement is terminated, as hereinafter provided, the Parties hereto, their heirs, successors and assigns, are hereby granted the right in common with the other Parties to this Agreement, to draw water from the well located on the Town Parcel for the benefit of the uses of their respective parcels of land and for the uses of the Town as it shall so designate, which Town uses shall not interfere with the Gaujacs' or Wygmans' uses of the Water System. This provision is expressly not intended to modify or otherwise alter each party's respective deeded rights to the Water System, as described above.
2. **Metering.** Within ninety (90) days of the date hereof, each party hereto shall install a meter at the point of connection of their water service line(s) to the Water System on the Old Lantern Barn Parcel, and the Town shall install a so-called "master meter" at the well to measure the total well usage.
3. **Shared Costs, Fees and Charges.** Each party hereto shall pay or cause to be paid promptly to the Town, a proportionate share of all expenses for the operation, maintenance, repair, replacement and improvement of the shared portions of the Water System that may become necessary, including but not limited to electricity charges and maintenance of the pump house. Each parties' respective share shall be determined by dividing the amount of each expense by each parties' respective pro rata share of water used based off the last four quarterly meter readings in comparison to the total amount of water used, as determined by adding the amount used as shown by the Inn Parcel's, the Old Lantern Barn Parcel's the Wygmans Parcel, and any other party's respective meter that may be added to the water

system. Shared expenses include but are not limited to the electricity needed for water pumping, the costs of testing and sampling in accordance with the well's permit (not for any individual property's water supply), and the costs of repairs and maintenance on the shared portions of the Water System that serve all Parties hereto. Notwithstanding the foregoing and for at least the first full year from the date the meters are installed until the next July 1st, the Gaujacs shall pay all Water System expenses. The Town agrees not to connect to the Water System until the next July 1st following one year after the meters are installed.

4. Responsibility for Maintenance, Repairs and Replacement of the Well. As of the date hereof and separate and apart from any cost-sharing arrangement described in this Agreement, the Town shall be the party responsible for oversight, management and control of Water System maintenance, repair, replacement or improvement. The Town shall not add any administration or surcharges to the shared expenses discussed in Section 3, above.

5. Individual Costs, Fees and Charges. Notwithstanding Section 3, above, the cost of any maintenance, repair, removal or replacement, if necessary, of any part or portion or the whole of water pipelines and appurtenances thereto used by fewer than all the Parties to this Agreement shall be borne solely by the parties using those facilities or that are served thereby, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among the parties so damaged. Further, all costs, fees and expenses to upgrade, expand, improve, and replace water pipelines, pumps, valves, and all other Water System components, which costs, fees and expenses are necessitated by one party's increased demand or proposed expansion or use of the Water System, including but not limited to all permitting fees and costs, shall be borne solely by the parties who's increased use of their facilities or desire to expand or increase use of the Water System triggered the need for the upgrade, expansion, improvement or replacement of the Water System.

6. Consent to Expenses. All Parties with meters on the Water System shall consent, which shall not be unreasonably withheld, conditioned or delayed, to pay a proportionate share of costs prior to embarking upon expenditures for Water System maintenance, repair, replacement or improvement, except in emergency situations and except as provided in Section 5, above. In the event all Parties with meters on the Water System do not agree to said expenditures, a neutral third-party decisionmaker shall be chosen by the Parties with meters on the Water System, who shall be consulted and render a decision on whether the costs are warranted. The decisionmaker's decision shall be final and conclusive. Each party with meters on the Water System shall share equally in the payment of the decisionmaker's costs and fees, but the Parties with meters on the Water System shall each bear their own respective costs and attorneys' fees, if any, in connection with said process. In the event the Parties with meters on the Water System cannot

agree on a neutral third-party decision-maker, then they shall each select an individual for the role, and the individuals selected by each of the Parties with meters on the Water System will choose a third individual to act as the neutral third-party decisionmaker.

7. Electricity Charges. Each party hereto shall pay their respective share of electricity charges as noted in Section 3, above. The Town shall be responsible for monthly payment of the electricity charges to the electric service provider, currently Green Mountain Power. The Town shall send out a copy of the electricity bill annually within fifteen (15) days of receipt, and each Water System user shall pay their respective share within thirty (30) days of receipt of the bill from the Town.

8. Sampling and Testing. The undersigned Parties shall permit periodic well water sampling and testing by the Town at the request of an undersigned party or mortgagee. The Town shall be oversee and manage any sampling or testing on behalf of Water System users. Aside from regular testing and sampling required by the Water System's water supply permit, which shall be shared as provided in Section 3, above, and although the Town will oversee or coordinate the sampling and testing, the party requesting the sampling and testing shall be responsible for all costs and expenses thereof.

9. Right of Access. Although not intending to alter the access to the Water System provided in the deeds to each party, each party hereto does hereby grant to the other, and its respective heirs, successors and assigns, such rights of access and easements over, across and through their respective parcels as shall be reasonably necessary for the operation, maintenance, repair, replacement and improvement of the Water System, including but not limited to the well, pump house, water pipelines, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. To the extent language in any party's deed conflicts with this language, then the deed's language shall control since this document does not purport to alter any preexisting property right..

10. Landscaping and Other Improvements. No party hereto shall install trees, vegetation, landscaping or other improvements, including fences, walls or any other structure, that will impair the use of the Water System or easements related thereto.

11. Emergencies. Each party hereto shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the Water System to deliver water upon demand. When a party discovers an emergency situation, it shall give written and verbal notice to all other parties of the situation as soon as reasonably practicable under the circumstances.

12. Expansion. Notwithstanding any deed language to the contrary that authorizes expansion and subject to the provisions of Section 5, above, each party hereto covenants and agrees that they will not allow or permit other persons, to take, draw, use or receive water from the Water System, nor permit other persons to connect to the portion of the Water System, unless the Town has given its advanced consent in writing, which consent may be given or withheld in the Town's sole and absolute discretion, and unless a permit has been issued by the Agency of Natural Resources for the same.

13. Contamination of Water System. In the event the Water System or well shall become contaminated and shall no longer supply water suitable for consumption by the Parties, or shall no longer supply water adequate for the needs of all Parties, then the Parties shall meet within fifteen (15) days of such event and negotiate in good faith to find a solution to any such contamination or inadequate supply, which solution may include but shall not be limited to capping the well and terminating this Agreement as set forth below.

14. Delinquent Costs, Fees and Expenses. In the event any cost, fee or expense arising hereunder, including but not limited to those assessed pursuant to Sections 3 through 6 above, shall remain unpaid for a period of sixty (60) days, such delinquency, inclusive of applicable interest and penalties, shall constitute a lien on the property, which may be enforced and collected in the same manner and to the same extent as delinquent property taxes. In addition to such lien and in their sole discretion, the Town, may terminate the supply of water to the delinquent party until all arrearages in payment are received in accordance with the procedures set forth in 24 V.S.A. Chapter 129. The Parties agree that that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution services to be reinstated upon such curative action.

15. Termination. The respective rights and obligations of the Parties shall continue until the parties who wish to terminate their participation in this Agreement have executed and filed a written statement of termination for recording in the Town of Charlotte Land Records. Upon termination of participation in this Agreement, the owner and occupant of each property which is terminated from the Agreement shall pay all costs due and owing under this Agreement up to the date of termination but shall have no further right to the use of the Water System, including but not limited to the well. The terminated parties shall disconnect their respective lateral connection from said Water System, shall reconvey any rights to the Water System to the Town by deed and bill of sale, and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the Water System shall be borne by the owner of the pertinent parcel.

16. Amendment. The Parties may amend this Agreement by written instrument to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except for the purpose of adding to the prescribed number of parties.

17. Term. The term of this Agreement shall be perpetual, except as otherwise limited herein.

18. Dispute Resolution. Except with respect to a dispute over expenses pursuant to Section 5, above, in the event of a dispute arising as a result of the implementation of this Agreement, resolution shall be addressed in the following order:

a. Step 1 – Within thirty (30) days of the date of the initial dispute, the parties having the dispute shall meet at least once to attempt to resolve the dispute.

b. Step 2 – If the dispute is unresolved after Step 1 and before commencement of any suit or action in a court of competent jurisdiction, the parties having the dispute shall endeavor to settle the dispute by mediation before a mutually agreed-upon mediator within ninety (90) days of the date of writing from any party indicating that the discussion under Step 1, above, has failed or not occurred. If a suit or action is commenced, the Parties agree that specific performance may be sought as a remedy in addition to any other remedy at law or equity.

Through mutual agreement, the Parties may skip Step 1, but Step 2 is mandatory prior to commencement of any suit or action in a court of competent jurisdiction. The costs and fees of any mediator selected in Step 2 shall be shared equally by the parties participating in the mediation, and each such party shall bear their own attorneys' fees and costs incurred in connection with the mediation.

19. Runs with the Land; Successor and Assigns. The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land described herein and shall be binding upon, shall inure to the benefit of, and shall be enforceable by any heirs, successors or assigns of the Parties.

20. Enforceability. If any provision of this Agreement shall be determined to be invalid or unenforceable, it shall be interpreted to the maximum extent feasible so as to avoid such invalidity or unenforceability. If such interpretation is not possible, or if the provision is a material provision of this Agreement, then unless the Parties agree in writing otherwise, this Agreement shall be deemed null and void; provided the Parties have engaged in mediation substantially as described in

Section 17 to attempt to resolve any differences regarding any invalid or unenforceable provision hereof.

21. Cooperation Required. The Parties acknowledge that various documents may be created, shared and executed to operate and maintain the Water System and hereby agree to cooperate in good faith to ensure each party has an adequate supply of water from the Water System and that the same is maintained in good order and repair.

22. Representations. The undersigned, by voluntarily affixing their signatures hereto, hereby represent and acknowledge that they are fully authorized to execute this Agreement on behalf of the party indicated, and further acknowledge that they have fully read and fully understand this Agreement and that upon and after consultation with legal counsel, where applicable, they consent and agree to each and all of its provisions.

23. Time is of the Essence. The Parties acknowledge that time is of the essence in the Parties' compliance with the terms of this Agreement. Accordingly, the Parties expressly agree that in any instance where their respective cooperation, action and/or approval is required pursuant to this Agreement, such cooperation, action and/or approval will not be unreasonably withheld or delayed.

24. Counterparts. This Agreement may be executed in counterparts and shall be effective upon the date of the last party affixing its signature hereto.

25. No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power or remedy which the Parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

26. Attorneys' Fees. The Parties understand and agree that each party shall bear its own attorneys' and witness fees, costs, and expenses related to, incurred in connection with, or arising from a dispute among the Parties regarding this Agreement, any mediation pursuant to this Agreement or the enforcement or interpretation of rights under this Agreement.

27. Interpretation Presumption. This Agreement has been negotiated by the Parties hereto. The Parties represent and warrant to one another that each has individually, or through legal counsel, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this

Agreement, each of the Parties hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

28. Sufficiency of Consideration. Each of the Parties acknowledge they have received good and satisfactory consideration for the agreements contained herein, and the Parties agree that the consideration recited in this Agreement shall be a complete bar to any subsequent action or proceeding to set aside or vacate this Agreement because of a mistake in fact or otherwise.

29. Headings. Section headings are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

30. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT. This waiver shall not apply to any future litigation between the parties relating to any other matter.

TOWN OF CHARLOTTE

DATE: _____

BY: _____

Lee Krohn, Selectboard Chair
and its Duly Authorized Agent

STATE OF VERMONT)
CHITTENDEN COUNTY, ss)

At Charlotte in said County this ____ day of _____, 2025, personally appeared **Lee Krohn**, Selectboard Chair and Duly Authorized Agent of the **TOWN OF CHARLOTTE**, and he acknowledged the foregoing instrument by him executed to be his free act and deed and the free act and deed of the **TOWN OF CHARLOTTE**.

Before me,

Notary Public
My Commission expires: 1/31/202__
My Commission #:

DATE: _____

Roland Gaujac

Lisa Gaujac

STATE OF VERMONT)
_____) COUNTY, ss)

At _____ in said County this ____ day of _____, 2025,
personally appeared **Roland Gaujac** and **Lisa Gaujac**, and they acknowledged the
foregoing instrument by them executed to be their free act and deed.

Before me,

Notary Public
My Commission expires: 1/31/202____
My Commission #:

DRAFT

DATE: _____

Justin Wygmans

Maura Wygmans

STATE OF VERMONT)
CHITTENDEN COUNTY, ss)

At _____ in said County this ____ day of _____, 2025,
personally appeared **Justin Wygmans** and **Maura Wygmans**, and they
acknowledged the foregoing instrument by them executed to be their free act and
deed.

Before me,

Notary Public
My Commission expires: 1/31/202__
My Commission #:

FY25 Annual Contract Review	Month of Renewal or New Contract	Approximate Value of Contract	Current Contractor	Preferred Vendor	Last Put Out To Bid	Recommendation For FY25	Notes:
Animal Housing Contract	July	\$600	Comfort Hill Kennel	No	2014	<i>Renew</i>	Limited service options. Have been responsive and cost is minimal.
Water System Maintenance (Town Hall, Library, Sen. Ctr.)	July	\$2,380	Lincoln Applied Geology	Yes	2018	<i>Renew</i>	Minimal contract increases. Have been responsive to Town's needs
Landfill Monitoring	July	\$8,296	Lincoln Applied Geology	Yes	2014	<i>Renew</i>	\$2,000.00 increase since 2014. Has been responsive to Town's needs
Computer Network Support, monitoring & back-up	July	\$19,000	TechGroup	No	2021	<i>Renew</i>	Major system/server updates scheduled for 2025
Police Services	July	\$30,000	Chitt. Cty. Sheriff	No	2019	<i>Renew</i>	Lower cost compared to VSP. Very responsive to citizen/town requests
Minutes Takers	July	\$4,000	Brooke Milo - SB	No	2021	<i>Renew</i>	Primary Minute Taker
	July	\$6,000	Nicole Burnell - P&Z	No	2021	<i>Renew</i>	Primary Minute Taker
	July	\$25/hr	Lynn Monty	No	2021	<i>Renew</i>	Secondary for Special Meetings
West Village Wastewater System Maintenance	July	\$10,000	P&P Septic	Yes	2019	<i>Bid</i>	No record of an existing contract agreement with P&P except for 2019.
Town Hall Cleaning	July	\$7,200	Douglas Stone	No	2023	<i>Renew</i>	Very responsive to Town's needs. Works well around committee/commission meeting schedules.
Cooling & Air Handling Systems Preventive Maintenance	November	\$2,500	Climate Systems, Inc.	Yes	2013	<i>Renew</i>	
Thompson's Point Wastewater Operator	January	\$104,717	SJW Docks, Inc.	Yes		<i>Awarded</i>	
Thompson's Point Wastewater Engineer	January	\$7,000	Civil Engineering Assoc.	Yes		<i>Awarded</i>	
Trash & Recycling Pick-up	July	\$6,000	Casella	No	2016	<i>Renew</i>	
Contract Assessor	July	\$34,800	NEMRC	Yes	2023	<i>Renew</i>	
Town Lands Mowing	November	\$31,620	Fortin's Lawn Care	Yes	2025	<i>Awarded</i>	
Town Cemetery Mowing	November	\$5,600	Adam Dantzscher	Yes	2024	<i>Awarded</i>	
Town Lands Brush-hogging	November	\$6,770	Adam Dantzscher	Yes	2024	<i>Awarded</i>	
Town Highway Paving	April	\$323,000	TBD	No	April, 2024		
Town Highway and Town Bridge Maintenance	March	\$903,250	Lewis Excavating, LLC	Yes	Election: March, 2025	<i>Awarded</i>	