

Town of Bakersfield
Select Board Meeting
February 11,2019

Present

David Houston	Lance Lawyer
David Ovitt	Ross Allen
Josh Goss	Sam Cribb
Mac Newett	

Meeting was called to order at 7pm

Minutes from last meeting were reviewed and accepted

Warrants were review and signed

Warrants

SB	3-2019	\$7,240.02
Road	01-2019	\$29,472.19
Road	5&6-2019	\$14,662.51

Ross Allen had questions and concerns regarding sanding of the Bakersfield Elementary school. Ross discussed issues he has been having with staff at the Town garage regarding responsibility of who is responsible for sanding the school

parking lot and bus stops. Ross stated his contract is for plowing only but has he sanded whenever he could to insure safety of the children and staff at the school.

Lance stated the Town has an agreement with the school to sand and grade the school parking lot when needed. Mac Newett stated they have been doing it.

Lance stated the we have a responsibility for the safety of the children, staff and parents.

Lance stated going forward Annissa would contact Mac when ever there is a need and they would work with her directly. All agreed. Josh has been asked to invite Annissa to a meeting of the Select Board to discuss this.

An electrical box was damaged by the town grader belonging to Gary Denton on 2/6/2019. Sam motioned to get advice from the League of Cities and towns how to resolve this. All were in favor

Sam stated on May 18,2019 the Fire Dept will be sponsoring a Community CPR Course. Scott Flieger will be coordinating this.

The cost could run as high as \$800.00. This course is taught by UVM and The Red Cross, cost depends on who is available to teach the course.

The cost will be split between the individuals taking the course the fire dept and the Town will match what the fire Dept pays.

Mark Allen has resigned as 911 coordinator. Matt Hall was appointed by Josh, Sam seconded it all approved.

Gravel Pit Review

Linda McCall submitted a two-page document to the Board with questions and concerns regarding the purchase of the pit, permitting issues and additional issues and concerns

Sam Cribb, David Houston and Josh Goss formed a quorum and researched her concerns. This research has been concluded with the help and advice of Michael

Gervais and Vaughn Comeau. A copy of documents was reviewed by Vaughn Comeau his findings and Michael Gervais's review of the permit questions are included as an attachment to the minutes of the meeting dated February 11, 2019.

In conclusion:

Mac Newett stated the storm waste water reports are up to date and they will continue to be updated as needed.

Kathy will be asked to send a letter to the Geddes's requesting proof of insurance on the Mobil home and barns on the property. They will also need to provide a copy of the lease agreement between them and the currant tenant.

David Ovitt found a flag and has ordered it for the Town Office Building. He will submit for reimbursement when it comes in.

Sam motioned to adjourn the meeting and Josh seconded it 9pm.

David,

As previously discussed comments to your inquiry below and in email below in blue. I will forward a separate email received from Michael Gervais regarding the permit questions in Linda's Memo. Bottom line is I do not believe there are any material errors in the transaction documents or permitting. The only open issue appears to be the relationship regarding the trailer going forward and that should be negotiated between the board and the Geddes.

Note Deed, Memorandum of Lease and Lease appear to be recorded in Book 70 not 71 as indicated in Linda's memo.

Reservation of spring rights and right of way made in Deed to Graves recorded in Book 21, Page 64 dated 12/26/1930. These reservation continues to encumber the property until released by the heirs and assigns of Graves.

The town took subject to the then existing lease with Westcom at purchase and is appropriately in the deed. I do not believe it creates any rights over and above the lease whether it is for a year or 99 years it is mentioned because the right, whatever it was under the lease, existed as of the sale date.

The lifetime lease was conveyed by the lease between the Town as owner/landlord and Geddes as tenants. The lease is a separate instrument granting them the interest and could not and should not be included in the deed since until the town got the property by deed it was not an owner that could enter into a lease.

The error in subtenant name is not material and moot now that they have vacated. The parties knew the intent.

The lease and deed were executed in counterparts, i.e. signed at different time, and not effective between the parties until delivered for consideration at closing. Vermont is a record title state so the agreement between the parties is effective at closing but against all others when the documents are delivered for recording in the land records giving everyone in the world notice of the agreements.

Transfer return comments:

1. The address was the one on the listers card. Addresses often change after subdivided land closings.
2. Property interest transferred was not lease it was a fee interest, lease occurred after the transfer,

3. Acreage of 110 was on the tax bill, current use had it as 108. Acreage recitals in Vermont are always +/- even if surveyed. I have had deeds say 180 acres and it surveyed 240 and I have had 220 acre deed and it was 160. Not material.

4. Type of buildings is complete by sellers attorney based on information from seller and is for the State's information purposes. Has no impact on use of property or transaction.

Bill of sale is not required for mobile homes permanently installed on real estate and discouraged by the title companies. The deed includes all land and improvements (including buildings) unless exception/reservation appears in deed. Bill of sale is only required when a mobile home is sold by a dealer to initial purchaser.

Town owns the mobile home subject to lease.

Geddes is responsible for insurance on mobile home and barn per the lease.

No corrections are need to the deed or the lease.

Let me know if the town has any further questions.

Kind regards,
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From: David & Emily Houston <houston802@gmail.com>
Sent: Tuesday, September 4, 2018 9:51 AM
To: Vaughn Comeau
Subject: Town of Bakersfield title concerns and Geddes lease

Good morning,

I'm not sure if you have looked over the list of concerns I dropped off to you a couple of weeks ago or not but during our last select board meeting we have some more questions.

Of the list of concerns how much of the work will be covered by the title insurance? None. There are no title issues with the transaction or property that I can see.

In the current lease do they have any legal right to sub lease to anyone other than Schriber? No right to sublease without Landlord's permission see Paragraph 13 of lease except also see July 24, 2017 board minutes which may be argued amended the lease.

Does the life lease to Geddes for any tenets or was it broken when the Schriber's moved out? The lease terminated when Schribers moved out, see Paragraph 4.B. of the lease. Again can be argued that this was subsequently modified by board

What do the minutes from the 2017 select board mean to the town, is this a legal lease that is binding? We have nothing that is signed the Geddes, Please see the attached document. Since there is nothing in writing it could be argued either way whether the board modified the terms of the lease. I would think it is not something worth litigating and should be resolved by agreement of the parties and that agreement document adequately so there is less room for dispute in the future.

David Houston
Selectman
Town of Bakersfield

From: Michael Gervais <mgervais.survey@gmail.com>
Sent: Thursday, October 25, 2018 12:07 PM
To: Vaughn Comeau
Subject: Re: Bakersfield

In regards to the remaining questions:

For action required number 2. I don't see the camp removal mentioned or shown on the Act 250 permit and it is exempt from wastewater permitting so I think this is a null and void point. If town wants to be cautious they can disclose to act 250 but I didn't see it in their permit as being removed.

#3. The trailer still has it's wastewater permit and no issues with that. For Act 250 I believe they are talking about the gravel pit when they state "facility" but I couldn't find an actual definition. My opinion is they can disclose to act 250 and I don't see issue but I don't know that it is necessary as the residential trailer is shown on the permit and all the plans for the permit with no mention that it couldn't be leased to a different occupant after the current one moved out.

#4 Condition 1.4 of permit ww-6-1371-1 reserves the water and wastewater for the residential trailer so not sure why you would need to tell them it is being used as a residence when it is stated in the permit that is what is was intended for.

#5 The general permit for stormwater discharge should be kept up to date with reports. This should be taken care of.

I hope this helps a bit, let me know if I can help with anything else.

Thanks, Mike

On Tue, Oct 23, 2018 at 5:11 PM Michael Gervais <mgervais.survey@gmail.com> wrote:

I will finish reading tomorrow but quickly I can say that permit WW-6-1371 was already amended to permit WW-6-1371-1 so address issue is null and void.

I need to look into act 250 about camp removal but for wastewater a primitive camp is exempt as it has no water or wastewater. I don't believe it matters what it says on permit. I could put one up tomorrow if it is okay with town and act 250.

Thanks, Mike