

District 4
Certcode 1422-0

**CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2024**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2024 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of WEST WINDSOR in WINDSOR County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000			0	0.000
Class 2	5.931			5.931	0.000
Class 3	42.10		0.142	41.958	0.000
State Highway	5.044			5.044	0.000
Total	53.075			52.933 52.925	0.000
* Class 1 Lane	0.000			0	
* Class 4	4.34			4.34	0.000
* Legal Trail	0.38			.38	

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. **NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".

2. **DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).
 Jewett Rd section (~750 ft) removed from highway mileage (See attached)
 -0.15 mi CL3 TH-29 (Jewett Rd) remeasured after location of terminus clarified

3. **RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).

4. **SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

Adjustment to remeasurement mileage and re-calculation of mileage totals by K. Alley (VTrans) as per email correspondence on 3/20/2024

DS
KMA

IF THERE ARE NO CHANGES IN MILEAGE: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees: _____

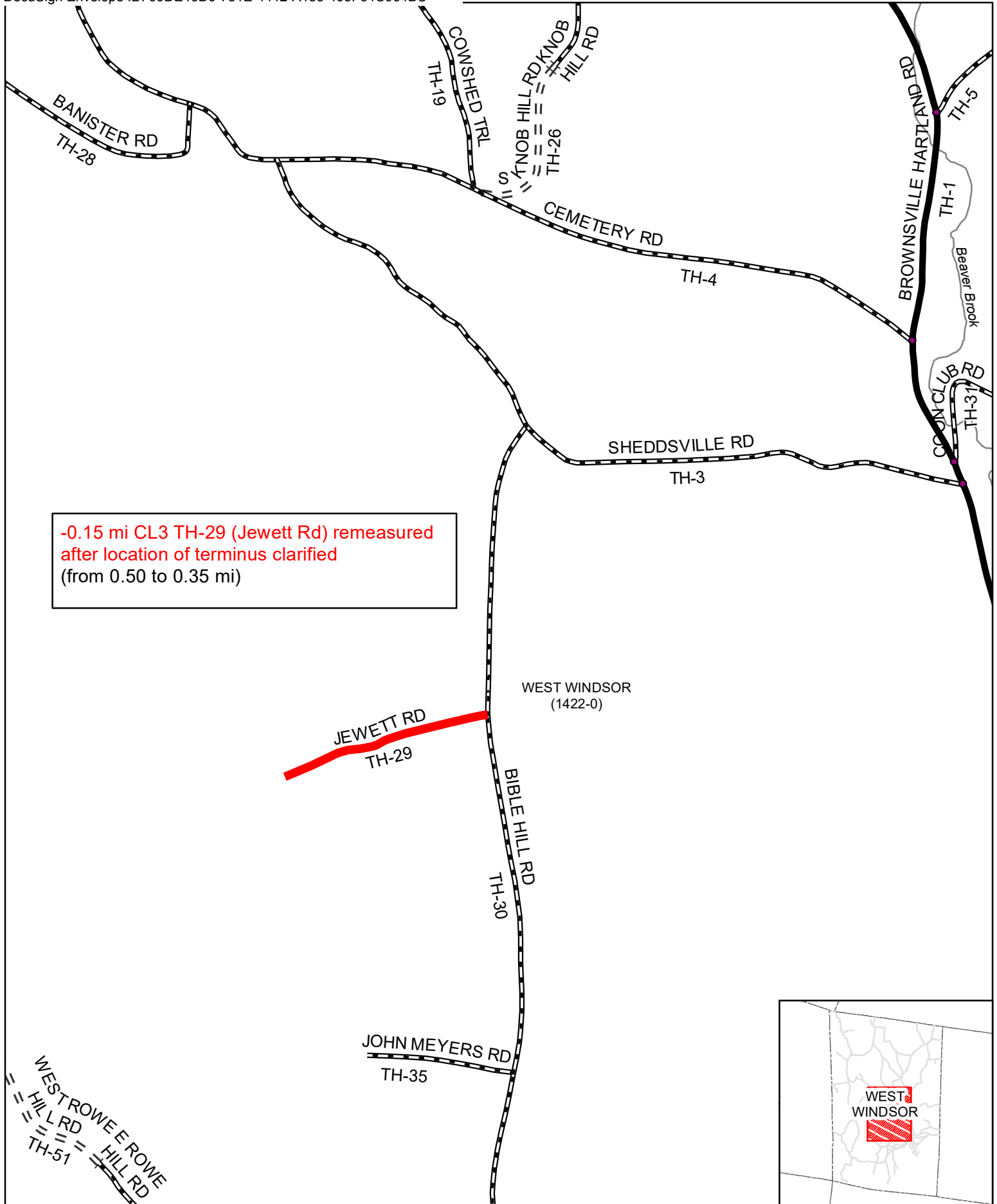
Signature of T/C/V Clerk: *[Signature]* Date Filed: 2/20/24

Please sign ORIGINAL and return it for Transportation signature.

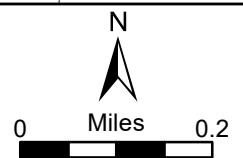
AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: *[Signature]* DATE: 4/22/2024

DocuSigned by: *[Signature]*
8B1F350F309C4C9... Agency of Transportation



**Mileage Certificate Changes 2024
WEST WINDSOR**



Town of West Windsor

Selectboard Meeting

Monday, January 23, 2023

Present in Person: Peter Varkonyi, Chris Dolan, Mike Spackman, Mark Higgins, Brett Myers, Matt Kantola, Cathy Archibald

Present via Zoom: Martha Harrison, Jonathan Nichols, Deb Shearer, Michael C. Mark Harley

AGENDA

1. Call to Order

Matt called the meeting to order at 6:31pm

2. Changes or Additions to Agenda

None

3. Announcements/Public Comment

None

4. Town Clerk's Orders

Electric bills and stamps, no questions from board members.

5. Sign Town Meeting Warning

Matt signed the town meeting warning.

6. Sign Agreement with Accounting Firm

Matt signed the agreement and noted that the fees were an estimate because we pay on a per-service basis.

7. Appointment of Officers (Cathy A)

Conservation: Chris Nesbit ('26)

Senior Solutions Polly Oullette

Development Review Board Bruce Boedtke, Jane Hoisington ('25)

Emergency Management: Mike Spackman

Green-Up Coordinator Ted Siegler

Library Trustees: Dick Beatty, Colin McKaig ('25)

Regional Planning Commission: Lauren Stevens, Leah Montalbano

Southern Windsor County Waste Management District: Vacant

Transportation Advisory: Vacant

Assistant Zoning Administrator: Vacant

Fence Viewers: Vacant

Surveyor of Wood: Vacant

Mount Ascutney Regional Commission: Vacant

Matt motioned to appoint all the people that Cathy listed. Mark seconded and the motion passed with all in favor.

8. Highway Foreman's Report

Mike reported that the town's insurance will pay \$25,550 to replace the salt shed roof, which was damaged during a December windstorm. He will begin the process of getting quotes for the replacement.

9. Fine for Cowshed Trail Damage

A resident was issued a fine of \$526 by the town for removing gravel from Cowshed Trail for personal use. The resident submitted a payment of \$400 along with a letter of apology. Matt asked the Selectboard members how they wanted to go forward on the matter. Mark suggested that there were problems with allowing people to choose their own fees. The penalty's purpose, he noted, was twofold: a punitive response to a second offense as well as a measurement of the work and supplies that it took the town to fix the damage. He said that the next time it happens he will call the police because it is theft of service to remove material from a town highway. Brett said that she was in favor of moving on, but that next time there should be a substantial fine. She also worried about what would happen next time if the Selectboard were to set a precedent for allowing residents to alter their fine amounts.

Matt made a motion to accept the amount submitted by the resident with the caveat that the Selectboard expects the balance of the full amount to be paid by the end of February. Mark seconded the motion; the motion carried.

10. Update on Better Connections Grant Application

Martha reported on a recent meeting with representatives from the Agency of Transportation and the Agency of Commerce and Community Development to discuss West Windsor's application for a Better Connections grant. The town was invited to submit a full proposal for the grant, which is fairly extensive and is Due by February 17. The purpose of the project is to create and action plan for improving alternative forms of transportation in Brownsville, as well as creating more robust linkages between the village and the mountain area. The overall goal would be to make the village more accessible, inviting, and user-friendly and increase bicycle and pedestrian safety. Martha asked the Selectboard whether they wanted to continue with the application process.

Deb noted that with all of the changes that have occurred on the mountain, it would be good to have a study done that looks at those changes.

Matt made a motion that the town engage in the process. Mark seconded. The motion passed with all in favor.

Matt suggested hiring the Mount Ascutney Regional Commission to do the project management.

11. Jewett Road Discontinuance

Matt Moved the Jewett Road discussion to the next agenda item. He explained that the town had been maintaining a section of private road there, largely because the plows and graders needed a place to turn around. Over time an assumption arose that the road section was town property, however because it is not in fact town property, it needs to be formally discontinued.

12. Certificate of Highway Mileage

Chris noted that the Certificate of Highway mileage is due on February 10, and the discontinuance process for Jewett Road would not be complete by then, so she suggested that the Selectboard sign the certificate with no changes for this year, and then proceed with the discontinuance, noting it on next year's certificate.

Matt motioned to sign the Certificate of Highway Mileage with no changes. Brett seconded, and the motion passed with all in favor.

Mark said that there is an agreement with the Happy Canyon Landowner's Association that will give the town license to use the private section of the road as a turnaround. The agreement is awaiting notarization.

13. Jansen-Largay Wedding Application

The Selectboard considered an event application for a 150-person June wedding at Ascutney Outdoors.

Matt motioned to accept the application, the motion was seconded and the application was approved.

Update on Administrative Assistant Search

Chris explained that the search for a part-time administrative assistant has been tabled for now. The position was created last August to ensure that the town's basic administrative tasks (meeting agendas, minutes, website updates, and Zoom set-up) would continue without interruption until a Town Administrator was hired. With the TA position filled in mid-December, the nature of the town's part-time needs is unclear, so the Selectboard has decided to wait until the position description is more clear.

14. Zoom Equipment Purchase Decision

In an effort to resolve persistent audio issues with Zoom meetings based at the Town Hall, Matt broke down the line-item costs of purchasing an OWL Labs camera-audio system:

- \$1,049 for the OWL device itself (camera and speaker/microphone)
- \$249 for an expansion microphone
- \$149 for a tripod
- \$29 for a 16' extension cable
- Total Purchase cost: **\$1,476**

Matt said that he wants to make the purchase with ARPA money, noting that it clearly falls within the ARPA guidelines and it is the Selectboard's decision as to how to spend the ARPA money.

Mark suggested making the purchase out of reserve funds and then asking the ARPA committee to consider reimbursing for it. He said that it would be bad form to use ARPA money before the committee has made a recommendation. Brett agreed, noting the amount of time the ARPA committee has spent on their work. Matt agreed, saying that he would like the committee's blessing on the purchase and wants to be respectful in requesting it.

Matt motioned to purchase the OWL system out of the general fund. The motion was seconded and passed with all in favor.

15. Butcher and Pantry Event Preliminary Discussion

Peter Varkonyi said that the Brownsville Butcher and Pantry would like to hold a music and food festival at the "polo field" site adjacent to Ascutney Outdoors. The tentative date is September 30. There would be ticketed admission, food vendors, and live bluegrass music. The event would benefit the Vermont Fresh Network and Farm to Plate. The Selectboard asked about numbers, and Peter said he estimated about a thousand participants.

16. Town Hall Phone Problems

In response to persistent problems with the Town Hall phone system dropping calls and losing dial tones, Mark obtained a quote from VC3 to manage our phone system. Chris noted that Key Communications has offered to do a walkthrough analysis of our system to troubleshoot and provide an overview of what we're working with. The Selectboard decided to start with the Key walkthrough and go from there. There was discussion of charging for parking to try to keep car numbers down.

17. Weathersfield Transfer Station

There was a significant increase in West Windsor's contribution to the Weathersfield Transfer Station this year. Brett expressed concern about a lack of transparency on the part of Weathersfield. Mark noted that revenue has been flat, but costs keep increasing; West Windsor residents are paying more to access the transfer station. We do not currently have a signed contract with Weathersfield.

Mark asked what the \$13k is buying us. We don't necessarily need to be underwriting as an equal partner, we just need our residents to have access to the transfer station at either a price that is the same as the Weathersfield resident or at some out-of-town rate. We should be working for access at a flat fee.

Matt said that he wants to get something signed by the end of February.

18. VT Council on Rural Development Community Visit Program

Chris said that she spoke with a representative from the state Council on Rural Development (CRD) about their Community Visits Program. At no cost to the town, the CRD would facilitate some community discussions to narrow two or three specific goals related to long-term town planning. Then, the CRD would link the town with resources to achieve those goals. There is also some other funding available this year for village revitalization, so that even though the Community Visits program is very competitive, working with the CRD may lead to other opportunities.

Matt suggested that we follow up with the CRD and express interest in the program.

19. Low-Income Water Assistance Program Certification

Chris said that she received a call from the state asking if the town would be willing to participate in a federally-funded program called the Low Income Water Assistance Program (LIWAP). The program provides one-time assistance for qualifying households whose water or sewer bills are in arrears. The town would simply need to sign a form agreeing to accept payment from the program on behalf of any customers who qualify. The Selectboard decided to participate in the program and Matt signed the relevant forms.

20. Other Business

Mark Higgins noted that Vermont statutes list a fine up to \$100 plus the actual cost of repairing the damage for anyone who “injures” a state highway by removing or digging through the gravel layer.

Mark Harley noted that with the passage of H. 42, municipalities will be allowed to make short-term, pandemic-safe changes to town meeting. He asked in the longer term if there was any way to keep Town Meeting as we have it, but make it accessible to people who cannot attend in person for various reasons, including immobility or the inability to take time off work.

Matt mentioned returning to the Australian ballot. Mark Harley pointed out that the bills introduced at Town Meeting can’t be changed in any substantive way, so that by the time of the meeting day, everyone knows what the issues are and what needs to be voted on. He asked whether, if there was Australian ballot voting, but still a full meeting for everyone to talk about issues, that might be something feasible.

Matt concurred that some people simply can’t get off work on meeting day.

21. Approve Minutes of January 9 Meeting

Brett made a motion to approve the January 9 minutes. The motion was seconded and carried with all in favor.

22. Adjourn

The meeting adjourned at 8:18pm

Respectfully submitted,

Chris Dolan

NON-ASSIGNABLE LICENSE

KNOW ALL PERSONS BY THESE PRESENTS, that THE HAPPY CANYON LANDOWNERS ASSOCIATION, INC., a Vermont Non-Profit Corporation with a principal place of business in the Town of West Windsor, County of Windsor, and State of Vermont, ("Grantor") in the consideration of One Dollar and other good and valuable consideration, paid to its satisfaction by the TOWN OF WEST WINDSOR, a Vermont municipal corporation in the County of Windsor and State of Vermont ("Grantee"), by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, a non-assignable revocable license across a certain piece of land in the Town of West Windsor, in the County of Windsor and State of Vermont, described as follows:

Being a portion of the same lands and premises conveyed to The Happy Canyon Landowners Association, Inc. by Warranty Deed of West Windsor Development Corporation dated January 31, 1991 and recorded in Volume 44, Page 297 of the Town of West Windsor Land Records

Being the right of Grantee herein, as limited below, to use the private portion of Jewett Road as depicted on the plan attached as Exhibit A and continue along Jewett Road for approximately 750 feet for the width of Jewett Road and ending approximately at the mailboxes just west of the western end of Horseshoe Drive. Grantee shall use the license area for the common benefit of town vehicle turnaround purposes. As a condition of the license, Grantee shall plow the license area for Town access purposes, if necessary, when the Town uses such license.

The non-assignable license shall remain in full force and effect until revoked upon 60 days written notice from the Grantor. This non-assignable license will automatically terminate and be of no further force and effect 60 days after receipt of such notice. Grantee for itself agrees at that time to record any necessary evidence of termination.

As to the maintenance obligations of Jewett Road, a private drive, also used by others, the parties here will rely on the provisions of Title 19 V.S.A Section 2701-2702, however, the Town of West Windsor shall not be required to participate in the maintenance expenses for Jewett Road.

Reference should be made to the above-mentioned deeds and records and to the deeds and records referred to therein for a more complete and particular description of the lands and premises conveyed.

TO HAVE AND TO HOLD said assignable license, with all the privileges and appurtenances thereof, to the said Grantee, TOWN OF WEST WINDSOR and its successors, to its own use and behoof forever;

And the said Grantor, THE HAPPY CANYON LANDOWNERS ASSOCIATION, INC., does for itself and its successors and assigns, covenant with the said Grantee, TOWN OF WEST WINDSOR, and its successors and assigns, that until the ensembling of these presents, it is well seized of the premises, and has good right to grant and convey the same in manner and form as above written and that the same are free from every encumbrance, except as

aforesaid, and except for all mortgages and easements as may appear of record, provided that such exception shall not reinstate any such easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7; and Grantor, for Grantor and Grantor's heirs, executors, administrators, and assigns hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, THE HAPPY CANYON LANDOWNERS ASSOCIATION, INC. sets its hands and seals this 27 day of January, 2023.

GRANTOR:

THE HAPPY CANYON LANDOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Robert Cerra
Its: President

STATE OF VERMONT)
COUNTY OF WINDSOR)

At ~~West Windsor~~ this 27 day of January, 2023, Robert Cerra, President of The Happy Canyon Landowners Association, Inc., personally appeared and he acknowledged the foregoing instrument by them sealed and subscribed, to be his free act and deed and the free act and deed of The Happy Canyon Landowners Association, Inc..

Before me [Signature]
Notary Public
My Commission Expires: 01/31/2023
Commission # 157.0003432



West Windsor Town Clerk's Office
Received for record this 27th day
of January, 2023 at 11:37 AM
Recorded in Book 140 Page 151-152
of Land Records.
Attest: [Signature] Town Clerk

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that,

WEST WINDSOR DEVELOPMENT CORPORATION,
a Vermont Corporation,
of West Windsor in the County of Windsor and State of Vermont,
GRANTOR,

in consideration of One Dollar and Other Good and Valuable
Consideration paid to our full satisfaction by

THE HAPPY CANYON LAND OWNERS ASSOCIATION, INC.,
a Vermont non-profit Corporation,
of West Windsor in the County of Windsor and State of Vermont,
GRANTEE,

by these presents do freely give, grant, sell, convey, and confirm
unto the said Grantee,

THE HAPPY CANYON LAND OWNERS ASSOCIATION, INC.,

and its successors and/or assigns, forever, a certain piece of land
in West Windsor in the County of Windsor and State of Vermont,
described as follows, viz:

Being certain portions only of that land and premises conveyed
to the herein Grantor, West Windsor Development Corporation, by
Warranty Deed of Warner Corliss, the same being dated May 28, 1969
and recorded in Book 16, Page 631 of the West Windsor Land Records,
and a Warranty Deed by Leighton Q. J. Klevana, et al, to West
Windsor Development Corporation dated June 18, 1969 and recorded in
Book 27, Page 361 of the West Windsor Land Records. The herein
conveyed premises may be more particularly described as follows:

PARCEL A

Beginning at a boundary point set in the southerly right-of-
way limits of Jewett Road, so-called, which boundary point marks
the northwest corner of the herein conveyed premises; thence S 00°
25' W along land and premises of Lot #7, so-called, 367.36 feet,
more or less, to a boundary point; thence S 00° 25' W along land
and premises of Lot #6, so-called, 73.00 feet, more or less, to a
boundary point; thence S 12° 41' E along land and premises of Lot
#6, so-called, 170.89 feet, more or less, to a boundary point in
the northerly right-of-way limits of Sugarbush Road, so-called;
thence generally in a northeasterly direction along Sugarbush Road
220.29 feet, more or less, to a boundary point set in the
intersection of Sugarbush Road and Horseshoe Drive, so-called;
thence N 05° 14' 45" E along the westerly right-of-way limits of
Horseshoe Drive, so-called, 359.20 feet, more or less, to a
boundary point, which boundary point is set in the intersection of
Horseshoe Drive and Jewett Road; thence N 63° 09' 30" W 247.35
feet, more or less, to the point and place of beginning.

The herein conveyed premises is more particularly described as
Lot #4 and contains 2.2 acres, more or less.

Parcel A, described herein, has received from the State of
Vermont Environmental Conservation Agency, Protection Division, a
Health Subdivision Permit, No. EC-340, and from the State of

Vermont District Environmental Commission II a Land Use Permit #2S0144.

and

PARCEL B

Beginning at a boundary point set in the right-of-way limit of a cul de sac of Spruceway, so-called, which boundary point marks the northeast corner of the herein conveyed premises and the northwest corner of Lot #30, so-called; thence S 00° 21' E along land and premises of Lot #30 so-called, 226.37 feet, more or less, to a boundary point; thence S 18° 03' W along land and premises of Lot #28, so-called, 169.23 feet, more or less, to a boundary point, which boundary point is set in the northerly right-of-way limits of Jewett Road, so-called; thence N 71° 41' 00" W along Jewett Road 106.23 feet, more or less, to a boundary point; thence N 21° 34' 42" W along the easterly right-of-way limits of Apple Orchard Road, so-called road 400.00 feet, more or less; thence continuing along and around a curve of said road and generally in a northeasterly direction 175.00 feet, more or less, to a boundary point which boundary point marks the northernmost corner of Lot #32, so-called, and is set in the intersection of Spruceway and Apple Orchard Road, so-called; thence S 40° 18' 04" E along the road serving the cul de sac, Spruceway, so-called, 225.00 feet, more or less, to the cul de sac and thence continuing around said cul de sac to the point and place of beginning.

The herein conveyed premises is more particularly described as Lots #3, 2, and 32, which contain 1.6 acres, 1.2 acres, and 0.8 acres respectively.

and

PARCEL C

Beginning at a boundary point set in the westerly right-of-way limits of Apple Orchard Road, which boundary point marks the southwest corner of the herein conveyed premises; thence N 56° 29' W along land and premises of Lot #34, so-called, 74.71 feet, more or less, to a boundary point; thence N 00° 20' W along land and premises of Lot #34, so-called, 175.00 feet, more or less, to a boundary point; thence N 71° 03' E along land and premises of Lot #35, so-called, 82.00 feet, more or less, to a boundary point; thence N 19° 47' W along land and premises of Lot #35, so-called, 232.06 feet, more or less, to a boundary point; thence S 81° 48' W 184.34 feet, more or less; thence along the westerly right-of-way limits of Apple Orchard Road, so-called, 650.00 feet, more or less, to the point and place of beginning.

The herein conveyed premises also contains a pond.

As to Parcels B, C, and D described herein, in order to comply with the State of Vermont Environmental Protection Rules on the subdivision of lands and disposal of waste including sewage, the Grantee shall not construct or erect a structure or building on the parcel of land conveyed herein, the useful occupancy of which will require the installation of plumbing and sewage treatment facilities or convey this land without first complying with said State regulations. The Grantee by acceptance of this Deed acknowledges that this lot may not qualify for approval of development under the appropriate environmental protection or health regulations and that the State may deny any application to develop the lot.

Parcels A, B, and C, herein described, are depicted upon a survey map entitled "West Windsor Development Corporation" bearing the date November 10, 1969, executed by Southern Vermont Surveys, which survey is duly recorded in Map Book 1, Page 67 of the West Windsor Land Records and to which map further reference may be had.

There is further herein conveyed the following premises:

PARCEL D

Beginning at a boundary point set in the westerly right-of-way limits of Hardwood Ridge, so-called, which boundary point marks the southeast corner of the herein conveyed premises and which boundary point also marks the northeast corner of Lot #29, so-called; N 83° 00' 08" W 308.25 feet, more or less, to a boundary point; thence N 74° 47' 34" W 226.28 feet, more or less, to a boundary point; thence N 55° 00' 26" E 335.39 feet, more or less; thence N 64° 28' 34" W 97.00 feet, more or less, to an iron pin found; thence N 25° 31' 26" E 131.00 feet, more or less, to an iron pin set; thence S 75° 39' 48" E 366.42 feet, more or less, to an iron pin set; thence S 75° 39' 48" E 50.87 feet, more or less, to an iron pin set; thence S 24° 55' 34" W 150.00 feet, more or less, to a boundary point; thence S 24° 55' 34" W 39.42 feet, more or less, to a boundary point; thence S 02° 02' 24" E 20.49 feet, more or less, to a boundary point; thence S 02° 02' 24" E 191.82 feet, more or less, to a boundary point; thence S 02° 02' 24" E 176.44 feet, more or less, to a boundary point; thence S 87° 57' 35" W 50.00 feet, more or less, to a boundary point; thence N 02° 02' 25" W 216.27 feet, more or less, to the point and place of beginning.

The herein conveyed premises contains 4.10 acres, more or less, and is depicted upon a survey map entitled "Lands Surveyed for West Windsor Development Corp." by Farnsworth Surveys, July 10, 1990, Drawing No. 90-937, to which survey map reference may be had, the same to be duly recorded in the West Windsor Land Records.

The herein conveyed parcel is conveyed subject to a fifty foot (50') common right-of-way, which right-of-way runs generally in a north/south direction and is to be used for pedestrian and vehicular traffic, providing ordinary and necessary rights of ingress and egress for Lots #33B, 33, 33D, 29, lands now or formerly of Blake, and lands now or formerly of Bullard, intending and meaning to provide a right of access across the herein described property to these lands.

All of that land and premises conveyed by this Warranty Deed are conveyed to The Happy Canyon Land Owners Association, Inc., a Vermont not-for-profit corporation, as so-called common land for the use and enjoyment of those members of The Happy Canyon Land Owners Association, Inc., all consistent with their rules, regulations, and by-laws as may be adopted.

There is further herein conveyed those roads and rights-of-way currently used and enjoyed by The Happy Canyon Land Owners, which roads are known as Jewett Road Extension, Apple Orchard Drive, Spruceway, Hardwood Ridge, Sugarbush Road, and Horseshoe Drive. The Grantee, its successors and assigns, through the acceptance of this conveyance, covenants and agrees to maintain these properties for the mutual benefit and common enjoyment of all property owners and members of The Happy Canyon Land Owners Association, Inc., the specific use of which is to be determined by the members of that Association.

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances thereof, to the said Grantee,

THE HAPPY CANYON LAND OWNERS ASSOCIATION, INC.,

and its successors and/or assigns, to their own use and behoof forever; and the said Grantor,

WEST WINDSOR DEVELOPMENT CORPORATION,

for itself and its successors, assigns, and administrators, does covenant with the said Grantee,

THE HAPPY CANYON LAND OWNERS ASSOCIATION, INC.

and its successors and assigns, that until the ensembling of these presents, it is the sole owners of the premises, and has good right and title to convey the same in the manner aforesaid, and that the premises are free of every encumbrance, except as may appear of record, and the Grantor hereby engages to WARRANT and DEFEND the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 31st day of January, 1991

IN PRESENCE OF: WEST WINDSOR DEVELOPMENT CORPORATION by:

Caroline Ouellette
Witness

Richard A. Bullard
its duly authorized agent

Lorena B. Smith
Witness

STATE OF VERMONT)
COUNTY OF WINDSOR)ss.;

At West Windsor this 31st day of January, 1991, RICHARD A. BULLARD, President and duly authorized agent of WEST WINDSOR DEVELOPMENT CORPORATION personally appeared and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of WEST WINDSOR DEVELOPMENT CORPORATION.

Before me: Caroline Ouellette
Notary Public

My commission expires: 2-10-91

West Windsor Town Clerk's Office:
Received for record this 4th day
of February 13 91 at 9:00 A.M.
Records in Book 44 Pages 297-300
of Land Records.
Attest Caroline Ouellette Town Clerk

Vermont Property Transfer Tax
3% V.S.A. Chap. 123
-ACKNOWLEDGMENT-
Return Form 1041 and record of same with local
Municipal Office. See Vermont Statutes, Title 24, Sec. 123.
Date 42-91
Signed Caroline Ouellette Town Clerk
Date February 4, 1991

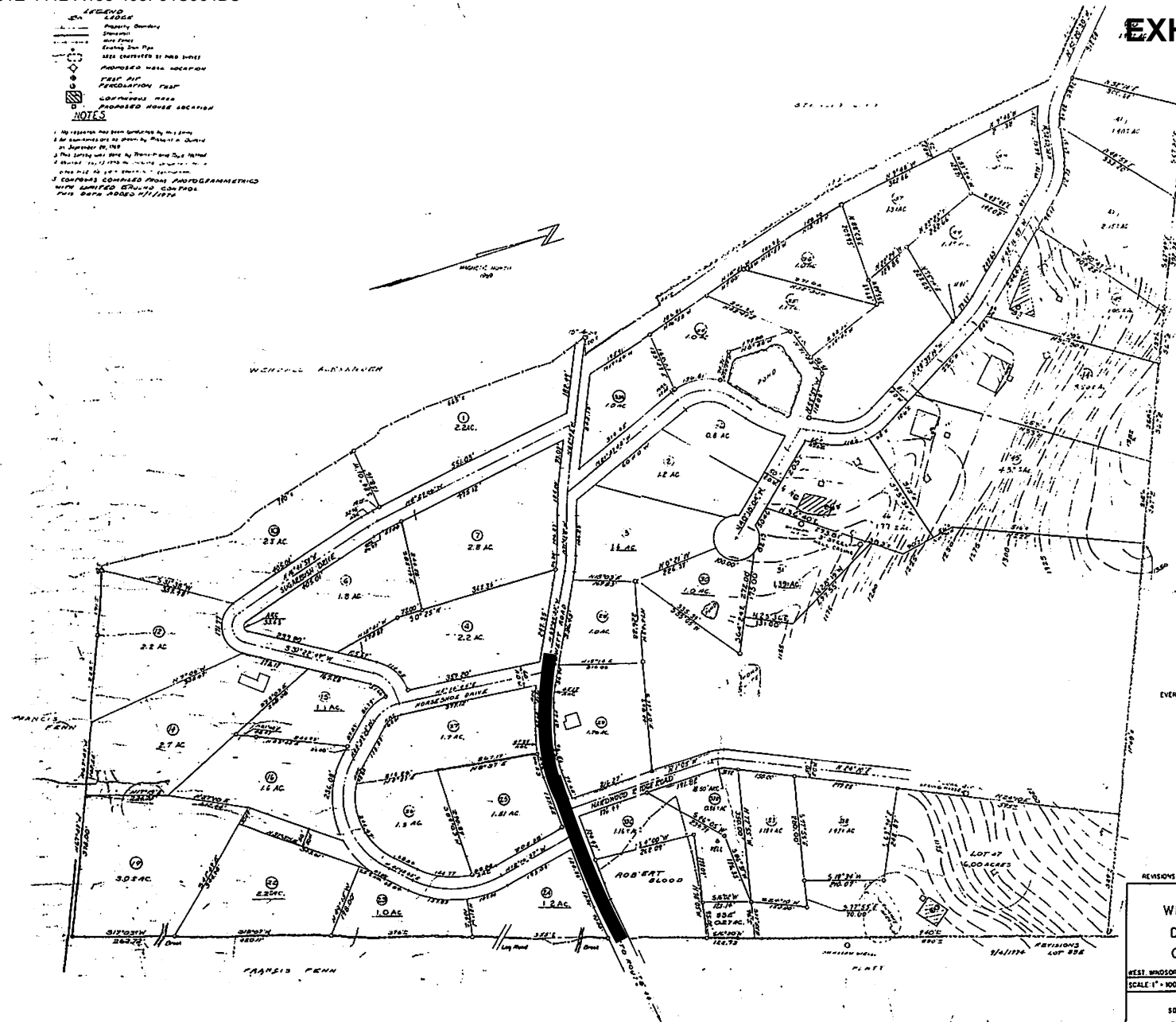
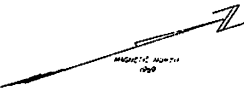
EXHIBIT A

LEGEND

- (Symbol) Property Boundary
- (Symbol) Shaded Area
- (Symbol) Pole Line
- (Symbol) Existing Dam Pipe
- (Symbol) AREA CONTAINED BY THIS ZONE
- (Symbol) PROPOSED WATER LOCATION
- (Symbol) FRESH AIR PERCOLATION TREAT
- (Symbol) COMPENSATION AREA
- (Symbol) PROPOSED HOUSE LOCATION

NOTES

1. No reference has been made to the 1908 Plan of Survey for this area.
2. The survey was made by Richard S. Whitman on September 20, 1968.
3. The survey was made by Richard S. Whitman on October 19, 1972 and is hereby incorporated by reference into this plan as if it were a part hereof.
4. CONTAINS CORRECTIONS FROM PHOTOGRAMMETRIC WITH LIMITED STEREO COMPASSION THIS DATA ADDED 11/11/72



EVERETT HANSON

- 9/30/76 LOT 22 B 24
- 1/15/75 LOT 21 & 46
- 1/15/75 LOT 21 & 46
- 6/18/74 LOT 33A, 33B & 33C
- 5/15/73 LOT 33, 40, 41, 42
- 5/15/73 LOT 15, 16, 19 & 37-42
- 2/16/72 LOT 19, 40 & 41
- 11/21/72 LOT 1, 4, 6, 7, 10, 11, 12, 13 & 14
- 9/8/72 LOT 23 & 30
- 5/15/72 LOT 40, 22 & 37-42
- 9/28/71 DATE ADDED TO LOTS
- 1/12/71 LOT 3 & 30-36
- 5/18/71 POND & PROPOSED ROAD
- 1/14/70 LOT 3, 25-29, 30 & 33
- REVISIONS 04/10/70 LOT 3 & 29

PROPERTY OF THE
**WEST WINDSOR
 DEVELOPMENT
 CORPORATION**
 WEST WINDSOR, VERMONT
 SCALE 1" = 100' NOV 4, 1968
 BY
 SOUTHERN VERMONT SURVEYS
 EASTTON OVER VERMONT

█ = License Area

EXHIBIT A



WEST WINDSOR
DEVELOPMENT
CONVEYANCE
SUBDIVISION

WEST WINDSOR
(1422-0)

APPLE ORCHARD RD

SPRUCE WAY

JEWEIT RD

SUGARBUSH RD

HOESHOE DR

HARDWOOD
RD

Library Area

BIBLE HILL RD



- LEGEND**
- Ledge
 - Property Boundary
 - Stream
 - Mine Pits
 - Existing Iron Pits
 - AREA CONSTRUCTED BY FIELD SURVEY
 - PROPOSED WELL LOCATION
 - TEST PIT
 - PERCOLATION TEST
 - COMPENSABLE AREA
 - PROPOSED HOUSE LOCATION
- NOTES**
1. No research has been conducted by this firm.
 2. All boundaries are as shown by Richard S. Whitham on September 20, 1963.
 3. This survey was done by Transit and Tape Method.
 4. Revised 1963 to include proposed house.
 5. Contours obtained from PHOTOGRAMMETRICS WITH LIMITED GROUND CONTROL. THIS DATA ADDED 11/1/74.



EVERETT HANSON

8/30/1975 LOT 22 DATA
 2/26/76 LOT #19 DATA
 11/18/75 LOT 31 & 46
 6/10/75 75/11/25
 6/19/74 LOT 33A, 33B & 33C
 5/8/74 LOT 33, 40, 41 & 42
 5/15/73 LOT 12, 14, 16, 18 & 37-42
 2/16/72 LOT 19, 40 & 41
 11/2/72 LOT 1, 4, 6, 7, 10, 12, 13 & 14
 9/8/72 LOT 23 & 30
 5/13/72 LOT 10, 19, 22 & 37-42
 9/28/71 DATA ADDED TO LOTS
 7/12/71 LOT 3 & 30-36
 5/18/71 POND & PROPOSED ROAD
 11/4/70 LOT 3, 25-28, 30 & 33
 REVISIONS: 10/10/70 LOT 3 & 29

PROPERTY OF THE
**WEST WINDSOR
 DEVELOPMENT
 CORPORATION**
 WEST WINDSOR, VERMONT
 SCALE 1" = 100' NOV-20, 1963
 SOUTHERN VERMONT SURVEYS

7/4/1974 REVISIONS LOT 33E





Jewett Road 0.35 miles

Vermont Agency of Natural Resources

vermont.gov



LEGEND

- Parcels (standardized)
- Roads**
 - Interstate
 - US Highway; 1
 - State Highway
 - Town Highway (Class 1)
 - Town Highway (Class 2,3)
 - Town Highway (Class 4)
 - State Forest Trail
 - National Forest Trail
 - Legal Trail
 - Private Road/Driveway
 - Proposed Roads
- Stream/River**
 - Stream
 - Intermittent Stream
- Town Boundary

NOTES

Map created using ANR's Natural Resources Atlas

192.0 0 96.00 192.0 Meters
 WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 315 Ft. 1cm = 38 Meters
 © Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

1: 3,781
 August 25, 2021

Town of West Windsor

Selectboard Meeting

Monday, January 23, 2023

Present in Person: Peter Varkonyi, Chris Dolan, Mike Spackman, Mark Higgins, Brett Myers, Matt Kantola, Cathy Archibald

Present via Zoom: Martha Harrison, Jonathan Nichols, Deb Shearer, Michael C. Mark Harley

AGENDA

1. Call to Order

Matt called the meeting to order at 6:31pm

2. Changes or Additions to Agenda

None

3. Announcements/Public Comment

None

4. Town Clerk's Orders

Electric bills and stamps, no questions from board members.

5. Sign Town Meeting Warning

Matt signed the town meeting warning.

6. Sign Agreement with Accounting Firm

Matt signed the agreement and noted that the fees were an estimate because we pay on a per-service basis.

7. Appointment of Officers (Cathy A)

Conservation: Chris Nesbit ('26)

Senior Solutions Polly Oullette

Development Review Board Bruce Boedtke, Jane Hoisington ('25)

Emergency Management: Mike Spackman

Green-Up Coordinator Ted Siegler

Library Trustees: Dick Beatty, Colin McKaig ('25)

Regional Planning Commission: Lauren Stevens, Leah Montalbano

Southern Windsor County Waste Management District: Vacant

Transportation Advisory: Vacant

Assistant Zoning Administrator: Vacant

Fence Viewers: Vacant

Surveyor of Wood: Vacant

Mount Ascutney Regional Commission: Vacant

Matt motioned to appoint all the people that Cathy listed. Mark seconded and the motion passed with all in favor.

8. Highway Foreman's Report

Mike reported that the town's insurance will pay \$25,550 to replace the salt shed roof, which was damaged during a December windstorm. He will begin the process of getting quotes for the replacement.

9. Fine for Cowshed Trail Damage

A resident was issued a fine of \$526 by the town for removing gravel from Cowshed Trail for personal use. The resident submitted a payment of \$400 along with a letter of apology. Matt asked the Selectboard members how they wanted to go forward on the matter. Mark suggested that there were problems with allowing people to choose their own fees. The penalty's purpose, he noted, was twofold: a punitive response to a second offense as well as a measurement of the work and supplies that it took the town to fix the damage. He said that the next time it happens he will call the police because it is theft of service to remove material from a town highway. Brett said that she was in favor of moving on, but that next time there should be a substantial fine. She also worried about what would happen next time if the Selectboard were to set a precedent for allowing residents to alter their fine amounts.

Matt made a motion to accept the amount submitted by the resident with the caveat that the Selectboard expects the balance of the full amount to be paid by the end of February. Mark seconded the motion; the motion carried.

10. Update on Better Connections Grant Application

Martha reported on a recent meeting with representatives from the Agency of Transportation and the Agency of Commerce and Community Development to discuss West Windsor's application for a Better Connections grant. The town was invited to submit a full proposal for the grant, which is fairly extensive and is Due by February 17. The purpose of the project is to create and action plan for improving alternative forms of transportation in Brownsville, as well as creating more robust linkages between the village and the mountain area. The overall goal would be to make the village more accessible, inviting, and user-friendly and increase bicycle and pedestrian safety. Martha asked the Selectboard whether they wanted to continue with the application process.

Deb noted that with all of the changes that have occurred on the mountain, it would be good to have a study done that looks at those changes.

Matt made a motion that the town engage in the process. Mark seconded. The motion passed with all in favor.

Matt suggested hiring the Mount Ascutney Regional Commission to do the project management.

11. Jewett Road Discontinuance

Matt Moved the Jewett Road discussion to the next agenda item. He explained that the town had been maintaining a section of private road there, largely because the plows and graders needed a place to turn around. Over time an assumption arose that the road section was town property, however because it is not in fact town property, it needs to be formally discontinued.

12. Certificate of Highway Mileage

Chris noted that the Certificate of Highway mileage is due on February 10, and the discontinuance process for Jewett Road would not be complete by then, so she suggested that the Selectboard sign the certificate with no changes for this year, and then proceed with the discontinuance, noting it on next year's certificate.

Matt motioned to sign the Certificate of Highway Mileage with no changes. Brett seconded, and the motion passed with all in favor.

Mark said that there is an agreement with the Happy Canyon Landowner's Association that will give the town license to use the private section of the road as a turnaround. The agreement is awaiting notarization.

13. Jansen-Largay Wedding Application

The Selectboard considered an event application for a 150-person June wedding at Ascutney Outdoors.

Matt motioned to accept the application, the motion was seconded and the application was approved.

Update on Administrative Assistant Search

Chris explained that the search for a part-time administrative assistant has been tabled for now. The position was created last August to ensure that the town's basic administrative tasks (meeting agendas, minutes, website updates, and Zoom set-up) would continue without interruption until a Town Administrator was hired. With the TA position filled in mid-December, the nature of the town's part-time needs is unclear, so the Selectboard has decided to wait until the position description is more clear.

14. Zoom Equipment Purchase Decision

In an effort to resolve persistent audio issues with Zoom meetings based at the Town Hall, Matt broke down the line-item costs of purchasing an OWL Labs camera-audio system:

- \$1,049 for the OWL device itself (camera and speaker/microphone)
- \$249 for an expansion microphone
- \$149 for a tripod
- \$29 for a 16' extension cable
- Total Purchase cost: **\$1,476**

Matt said that he wants to make the purchase with ARPA money, noting that it clearly falls within the ARPA guidelines and it is the Selectboard's decision as to how to spend the ARPA money.

Mark suggested making the purchase out of reserve funds and then asking the ARPA committee to consider reimbursing for it. He said that it would be bad form to use ARPA money before the committee has made a recommendation. Brett agreed, noting the amount of time the ARPA committee has spent on their work. Matt agreed, saying that he would like the committee's blessing on the purchase and wants to be respectful in requesting it.

Matt motioned to purchase the OWL system out of the general fund. The motion was seconded and passed with all in favor.

15. Butcher and Pantry Event Preliminary Discussion

Peter Varkonyi said that the Brownsville Butcher and Pantry would like to hold a music and food festival at the "polo field" site adjacent to Ascutney Outdoors. The tentative date is September 30. There would be ticketed admission, food vendors, and live bluegrass music. The event would benefit the Vermont Fresh Network and Farm to Plate. The Selectboard asked about numbers, and Peter said he estimated about a thousand participants.

16. Town Hall Phone Problems

In response to persistent problems with the Town Hall phone system dropping calls and losing dial tones, Mark obtained a quote from VC3 to manage our phone system. Chris noted that Key Communications has offered to do a walkthrough analysis of our system to troubleshoot and provide an overview of what we're working with. The Selectboard decided to start with the Key walkthrough and go from there. There was discussion of charging for parking to try to keep car numbers down.

17. Weathersfield Transfer Station

There was a significant increase in West Windsor's contribution to the Weathersfield Transfer Station this year. Brett expressed concern about a lack of transparency on the part of Weathersfield. Mark noted that revenue has been flat, but costs keep increasing; West Windsor residents are paying more to access the transfer station. We do not currently have a signed contract with Weathersfield.

Mark asked what the \$13k is buying us. We don't necessarily need to be underwriting as an equal partner, we just need our residents to have access to the transfer station at either a price that is the same as the Weathersfield resident or at some out-of-town rate. We should be working for access at a flat fee.

Matt said that he wants to get something signed by the end of February.

18. VT Council on Rural Development Community Visit Program

Chris said that she spoke with a representative from the state Council on Rural Development (CRD) about their Community Visits Program. At no cost to the town, the CRD would facilitate some community discussions to narrow two or three specific goals related to long-term town planning. Then, the CRD would link the town with resources to achieve those goals. There is also some other funding available this year for village revitalization, so that even though the Community Visits program is very competitive, working with the CRD may lead to other opportunities.

Matt suggested that we follow up with the CRD and express interest in the program.

19. Low-Income Water Assistance Program Certification

Chris said that she received a call from the state asking if the town would be willing to participate in a federally-funded program called the Low Income Water Assistance Program (LIWAP). The program provides one-time assistance for qualifying households whose water or sewer bills are in arrears. The town would simply need to sign a form agreeing to accept payment from the program on behalf of any customers who qualify. The Selectboard decided to participate in the program and Matt signed the relevant forms.

20. Other Business

Mark Higgins noted that Vermont statutes list a fine up to \$100 plus the actual cost of repairing the damage for anyone who “injures” a state highway by removing or digging through the gravel layer.

Mark Harley noted that with the passage of H. 42, municipalities will be allowed to make short-term, pandemic-safe changes to town meeting. He asked in the longer term if there was any way to keep Town Meeting as we have it, but make it accessible to people who cannot attend in person for various reasons, including immobility or the inability to take time off work.

Matt mentioned returning to the Australian ballot. Mark Harley pointed out that the bills introduced at Town Meeting can't be changed in any substantive way, so that by the time of the meeting day, everyone knows what the issues are and what needs to be voted on. He asked whether, if there was Australian ballot voting, but still a full meeting for everyone to talk about issues, that might be something feasible.

Matt concurred that some people simply can't get off work on meeting day.

21. Approve Minutes of January 9 Meeting

Brett made a motion to approve the January 9 minutes. The motion was seconded and carried with all in favor.

22. Adjourn

The meeting adjourned at 8:18pm

Respectfully submitted,

Chris Dolan