

**TOWN OF CASTLETON
SELECT BOARD MINUTES
SPECIAL MEETING
Fire Station Community Room
273 Route 30N
Thursday, August 11, 2022, at 6:00 PM**

Link: https://us02web.zoom.us/rec/share/Zcgl8TaHbCw8MLgdaxX-3bqr3yMZaQAHS4dv6mOnictnHv5KKszd5wWN-rRWgtk4.Hq_54xpqjLdozUR3
Passcode: x8Wz5+Bh

PRESENT: James Leamy, Chair, Richard Combs, Mary Lee Harris, Michael Jones, Town Manager, Town of Hubbardton Selectboard members Robert Gibbs, Dwayne Gibbs, Rick Grabowski, Janet Morey, Ted Parisi, Tearsa and Jay Brannock, Antoinetta Girardi Dutil

PRESENT VIA ZOOM: Joseph Mark, Parliamentarian,

Absent: Robert Spaulding, Member

CALL MEETING TO ORDER

The meeting was called to order by Select Board Chair, Jim Leamy at 6:02 p.m.

APPROVAL OF AGENDA

Mary Lee Harris made a motion to approve the agenda. Janet Morey seconded. All were in favor. Motion carried 8-0.

EXECUTIVE SESSION – REAL ESTATE

6:12 PM - ENTER EXECUTIVE SESSION

Richard Combs made a motion to enter executive session to discuss real estate to include Tearsa and Jay Brannock, their attorney, Antoinetta Girardi Dutil, the Castleton Town Manager and Attorney Ted Parisi. Robert Gibbs seconded. R. Combs withdrew his original motion and made a motion entertain the final plan for the potential sale of the Castleton Village School. ML Harris seconded. All were in favor. Motion carried 7-0.

Discussion on the parties' present wanting to provide their final offer to the boards regarding the sale of the Village School. Attorney Dutil presented packets to the board members present. They are proposing to have a one-year lease for the building, no option to purchase. Reviewed the details of the proposal, lease amount and terms of the lease. With an amount for annual lease of \$36,500, she would pay \$1,000/month rent and remaining amount of \$26,500 deferred by promissory note. She is interested in purchasing, but they are not going to accomplish start to finish within 2 weeks, and she needs to be able to negotiate a lease to get started, get an updated appraisal and possible purchase of the building. Town had indicated not receptive to option to purchase; they want to advertise for sale and see what else is out there. Clause that if the Town decides to sell to another party, they are asking the \$26,500 that is being deferred by promissory note would not be collected from the Brannock's. Use of the premises was reviewed, what would be used as daycare program, rec department and improvements that are necessary for the day care program. Lease is needed by Brannock's for the short term, but she does want to purchase the building in the end. Also mention of the capital improvements that Brannock's may be

making to the building, those should be reimbursed should they not purchase the building. Utilities were also discussed at a previous meeting, they are proposing a cap of \$18,000/year to utilities, the accounts would stay in the town's name, and she would reimburse the Town for her portion of use of the building. Town would be responsible for snow removal. Brief review of other terms being proposed, routine maintenance, repairs from damages, asbestos issues that are known to exist and the abatement of that.

J. Mark asked about lease payment and deferred amounts and if town sells to someone else, wanted to clarify that Brannock's do not have to pay the lease due amount. Attorney Dutil explained that Brannock's want to ultimately purchase the building, but if the town wants to advertise the property and make available for anyone to purchase, to add some level of security for the Brannock's, and because the Town is not willing to extend an option to purchase or right of first refusal, if she puts time and monies into the building, she is requesting she get those monies back, up to 75% of the total invested, if the town decides to sell to someone else, and it is \$26,500 more than what Brannock's offered, she would be entitled to get it back. Discussion on whether the Town would be at a disadvantage with that clause, as to purchase price. J. Mark stated he felt there were 3 options for the Town, they could accept Brannock's, another party, or no reasonable offer would be available. J. Mark was not sure what the lease agreement would do if the last option was the only one. Discussion on the sharing of the utilities and the splitting of costs not to exceed \$18,000.

Discussion on utilities, electricity, and fuel, etc., and whether the estimates of usage are accurate for a use other than a school building. R. Combs questioned the hours of operation of the day care center, would be Monday – Friday, no weekend hours. Further discussion on potential income of the day care, maintenance of the building and grounds, lawn, snow removal, trash, etc. J. Leamy stated he would appreciate the boards having this information ahead of time, having more time to digest the proposal. T. Parisi stated he was the one that came up with this proposal, allowing the Brannock's more of a cash flow for the first year to determine the viability of the proposal and possible purchase. T. Brannock stated they have been working on this proposal based on the numbers the Towns provided, but they seem to be changing. They are doing the best they can with those figures and explained how much they have changed.

It was asked if the Brannock's had an opportunity to purchase the building if she would, and if she would be willing to work with the town to use a portion if that happened. T. Brannock stated that she would. J. Mark stated that he would like to convey the board's decisions via attorney, rather than going into a back and forth on the matter. All others agreed.

6:58 PM – ENTER EXECUTIVE SESSION

R. Combs made a motion to enter Executive Session to discuss real estate with Castleton and Hubbardton Selectboards, Attorney Ted Parisi and the Town Manager. J. Morey seconded. All were in favor. Motion carries 7-0.

7:40 PM – EXIT EXECUTIVE SESSION

R. Combs made a motion to exit Executive Session, no action taken. D. Gibbs seconded. All were in favor. Motion carries 7-0.

R. Combs made a motion that the Castleton and Hubbardton Selectboards accept the lease from Tearsa Brannock with the changes made/proposed by the Town Attorney, and that the Board Chairs review the changes and if acceptable they sign and submit the lease agreement. J. Morey seconded. R. Combs

amended his motion to change the business entity name to Children's Choice Childcare Center, LLC. J. Morey seconded the amendment. All were in favor. Motion carries as amended 7-0.

ADJOURN

R. Combs made a motion to adjourn at 7:43 pm. J. Morey seconded the motion. All were in favor. Motion passed 7-0.

Respectfully Submitted

Allison Harvey
Recording Secretary
Transcribed via Zoom Recording

DRAFT