

**TOWN OF SHELBURNE
SELECTBOARD
MINUTES OF MEETING
January 24, 2017**

MEMBERS PRESENT: Gary von Stange (Chairman); Colleen Parker, Josh Dein, John Kerr. (Jerry Storey was absent.)

ADMINISTRATION: Joe Colangelo, Town Manager; Peter Frankenburg, Finance Director; Jerry Ouimet, Fire Chief.

OTHERS PRESENT: Jackie Marlow, Al Marlow, Ted Johnson, Roger Preis, Darla Hulbert, Don Hulbert, Karen Johannsen, John Johannsen, Diane Reilly, Nancy Carter, James Carter, Elsa Bosma, Clare McNeil, Joyce George, Bob Rowe, Debby Bergh, Nora von Stange, Tim Pudvar, Joan Lenes, Gail Albert, Don Stevens, Michael Abrams, Heather McKim (Shelburne News).

1. CALL TO ORDER

Chairman Gary von Stange called the meeting to order at 7 PM.

2. APPROVE AGENDA

Amendments to the agenda include:

- Potential motions related to Executive Session (as Item 4.2).
- Approval of a one year capital note for purchase of a Highway Dept. truck (as Item 14.a).

Josh Dein expressed appreciation for the Executive Session being moved to an earlier point in the meeting and urged per Jerry Storey's suggestion to hold Executive Session separate from the meeting and ensure that all five members are present for the discussion. The Town Manager contract should be removed from the agenda.

MOTION by Josh Dein, SECOND by Colleen Parker, to delay potential motions related to Executive Session to the next meeting and hold a separate special meeting to discuss the issues, and to eliminate the Town Manager contract from the agenda.

DISCUSSION: Colleen Parker pointed out nearly a full month was allowed to participate in the evaluation. Jerry Storey has gone over the compilation of the evaluations and his input has been clearly made so there is no reason to delay. There were no further comments.

VOTING: 1 aye, 3 nays (Gary von Stange, Colleen Parker, John Kerr); motion did not carry.

MOTION by Colleen Parker, SECOND by John Kerr, to approve the agenda with the addition of potential motions dealing with Executive Session and the one year capital note with the Bank of Middlebury for a Highway Dept. truck. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

3. PUBLIC HEARING: Parking Ordinance Amendment to Prohibit Parking on Portions of Martindale Road

The public hearing was opened at 7:05 PM.

MOTION by Colleen Parker, SECOND by John Kerr, to read the ordinance by title. VOTING: unanimous (4-0); motion carried.

Joe Colangelo said staff met with the residents, police, fire, and highway department about the parking changes. All are comfortable with the proposal. The neighborhood will be the only one in Shelburne with prohibited parking, but the circumstances on the road justify this anomaly.

Josh Dein read an email from John May, 122 Martindale Road, expressing the following:

- Concern for establishing a bad precedent for other areas in Shelburne.
- Questioning if the issue is convenience rather than safety.
- Having elderly visitors to the neighborhood park a distance away from their destination.
- The need for examples from police, EMS, and fire on access issue for emergency vehicles.
- Residents in the townhouses having the same rights as those who live in single family homes.

Mr. Dein felt the request to see logs from fire, EMS, and police to demonstrate the access issue should be met. Gary von Stange asked Mr. Dein if he is advocating delaying the decision on the parking. Mr. Dein said he will reserve judgment until hearing the discussion.

COMMENTS

Don Hulbert, 418 Martindale Road, said traffic on the road has doubled since he moved there 17 years ago. Many people cut through the neighborhood. There is a fire hydrant by the condominiums and if a car is parked there then cars passing through will be blocked.

Nancy Carter, 234 Martindale Road, asked if the curbing will be painted to help designate where the parking is allowed or not allowed. Ms. Carter expressed concern cars will park by her driveway hindering exit from her property. Joe Colangelo said signs will be posted for the parking.

Elsa Bosma, 187 Oak Hill Road, mentioned two incidents where the ambulance was called to her home childcare service. The ambulance needs to have clear access to the neighborhood. Joe Colangelo said the Fire Chief will confirm when cars are parked on both sides of the "s" curve a fire truck or ambulance cannot pass through.

Clare McNeil, Summit Circle, stated Mr. May had ample opportunity to voice concerns prior to today. The issue has been in the newspaper and in the Selectboard meeting notes as well as discussed for several months. Regarding an elderly visitor to the neighborhood perhaps a resident in the condos could vacate a space to make an allowance for the visitor rather than have someone park unsafely for their needs. Safety has been an issue for years

with traffic and parking. There was a situation years ago where an ambulance with a patient was blocked by parked cars when trying to exit the neighborhood. Ms. McNeil said Mr. May's concern should be heard, but not granted more weight because they just arrived. The town has received emails from at least 90 members of the Martindale community.

Fire Chief Ouimet recalled when there was a chimney fire at a residence in the neighborhood the tower truck from Burlington had to use Hullcrest because the truck could not navigate the "s" curve. The area is congested with traffic and parked cars. Also, there should be no parking six feet before and six feet after the two hydrants in the neighborhood.

Gary von Stange pointed out the ordinance can be changed if the parking does not work. The public is having opportunity to speak on the matter. The public hearing was noticed and people can make comment. Josh Dein said everyone should have the chance to speak. The comments from Mr. May were just received and there was obligation to at least hear what was in the email. It is not certain the idea of limiting parking to one side of the street has been discussed. Joe Colangelo said staff discussed this with the Fire Chief, Highway Dept. and the Police Chief as well as the Planning Director and all felt the problems concerning the residents would not be solved with parking on one side of the street. Completely prohibiting parking though an anomaly is the only solution to the problem.

Joyce George, 40 Summit Circle, stated the solution has been identified by both police and fire as a good idea and that is more important than waiting for something to happen and using that data as justification for making a change.

Karen Johannsen, 19 Summit Circle, stated a member of the homeowners association of the condominiums attended the early morning meeting with the town and was in support of the solution.

There were no further comments.

**MOTION by Colleen Parker, SECOND by John Kerr, to close the public hearing.
VOTING: unanimous (4-0); motion carried.**

The public hearing was closed at 7:29 PM.

MOTION by Colleen Parker, SECOND by John Kerr, to amend the Parking Ordinance to add the following to Section 2:

- **"Along the north side of Martindale Road motor vehicle parking is prohibited between meter marker 290 and the intersection of Oak Hill Road and along the north and south side of Martindale Road between meter markers 290 and 170."**

DISCUSSION: There was agreement everyone should be heard, but more weight should not be given to any one comment over another. Josh Dein said his goal

was to make sure the information was presented before the Selectboard and comment was made. There were no further comments.

VOTING: unanimous (4-0); motion carried.

4. EXECUTIVE SESSION

Litigation with Vermont Railway

Town Manager Evaluation and Contract

Evaluation of a Public Official

MOTION by Colleen Parker, SECOND by John Kerr, pursuant to 1VSA313(A)(1)(a)(b)(e) to find that premature general knowledge would place the Selectboard or person(s) involved at substantial disadvantage in regard to Shelburne's litigation strategy with Vermont Railway and extension of the Town Manager contract. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

MOTION by Colleen Parker, SECOND by John Kerr, pursuant to 1VSA313(A)(1)(a)(b)(e) to go into Executive Session to discuss litigation strategy regarding Vermont Rail litigation and the Town Manager contract, and to invite the Town Manager to attend for the litigation strategy discussion and as needed for the Town Manager contract. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

MOTION by Colleen Parker, SECOND by John Kerr, to enter Executive Session to discuss evaluation of the Town Manager per 1VSA313(A)(3) and potential disciplinary action of a public official or employee pursuant to 1VSA313(A)(3)&(4), and to invite the Town Manager for discussion of the Town Manager evaluation on an as needed basis and consider inviting the Town Attorney for discussion of litigation strategy with Vermont Railway. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

Executive Session was convened at 7:33 PM. The regular meeting resumed following adjournment of Executive Session.

4.2 POTENTIAL MOTIONS RELATING TO EXECUTIVE SESSION

MOTION by Colleen Parker, SECOND by John Kerr, to authorize the Town Attorney to conduct legal research and draft a legal memorandum opining whether the conduct of Selectboard member, Josh Dein, rises to the level of removal for cause from the Selectboard as provided by the Shelburne town charter and pursuant to 24(a)VSA147-3.4, and further if the Town Attorney presents the Selectboard with a memorandum on or before January 27, 2017 opining that it does, then schedule a special Selectboard meeting to include a public hearing conducted pursuant to the Vermont Municipal Administrative Procedures Act, 24VSA 1203 to 1209 at the town offices on February 3, 2017 at 7 PM which meeting shall be public should Mr. Dein so request and which the Selectboard shall receive and consider evidence and render a decision on the matter of removing Mr. Dein from the Selectboard for cause. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

Gary von Stange stated the town charter 24VSA147-3.4 Removal of Elected Town Officers provides:

- “Elected town officers may be removed for cause by the Selectboard after hearing. Such hearing shall be public if the officer so requests.”

Chairman von Stange asked Mr. Dein if he would like to waive the reading of the specifications for the alleged causes for removal. Mr. Dein answered no. Gary von Stange read as follows:

- In a breach of his fiduciary duties to the town and while in possession of information relating to confidential legal strategy and without authorization of any kind or even notice to the Selectboard, Mr. Dein discussed with corporate representatives of a party opponent active issues in the pending Vermont Railway litigation.
- In a breach of his fiduciary duties to the town and while in possession of the town’s confidential legal strategy and without authorization of any kind from or even notice to the Selectboard, Mr. Dein publicly discussed items directly relating to the town’s confidential litigation strategy in public and the pending Vermont Railway litigation and did so after being cautioned by the Town Attorney and Selectboard Chair not to continue to do so.
- Mr. Dein has repeatedly exhibited temper tantrums including ones that threaten at Selectboard meetings, Executive Sessions, and immediately after a Selectboard meeting, and on more than one occasion his conduct has placed another Selectboard member in fear of imminent bodily harm. Specifically, on April 13, 2016 at 9:40 PM Mr. Dein physically met Selectboard member, John Kerr, by aggressively approaching him to within close proximity, screaming at him and simultaneously raising his hand to within inches of Mr. Kerr’s face as witnessed by Selectboard member, Colleen Parker. In addition, on December 14, 2016 Mr. Dein incited another confrontation with Mr. Kerr by repeatedly thrusting sand toward Mr. Kerr’s face simultaneously yelling and cursing at him with words threatening violence as witnessed by Town Manager, Joe Colangelo, Selectboard member, Colleen Parker, and Selectboard member, Gary von Stange.
- Mr. Dein has repeatedly violated Vermont Open Meeting laws by sending emails discussing town business to the entire Selectboard, thus a quorum of the board outside a public meeting. Mr. Dein has done this repeatedly even after being warned and cautioned. Mr. Dein having sent these emails should be in possession of them. Emails sent by Mr. Dein discussing town business through a quorum of the Selectboard outside a public meeting in violation of the Vermont Open Meeting Law include those sent on March 11, 2016, September 27, 2016, September 27, 2016 in furtherance of the Selectboard meeting that night, December 29, 2016, April 26, 2016, March 22, 2016, a series of emails April 15, 2016.
- Mr. Dein has violated his Oath of Office. In taking the Oath of Office of Shelburne, Selectboard member, Mr. Dein, solemnly swore or affirmed under the pains of penalties of perjury that he would faithfully execute the office of Selectboard and would do equal rights and justice to all persons to the best of his judgment and ability according to the law. This Oath of Office required Mr. Dein

to faithfully abide by state statutes, the town charter, and town ordinances. Based on the causes set forth today Mr. Dein has failed to uphold his Oath of Office.

- Mr. Dein has violated the town's Ethics & Conflict of Interest Ordinance. Article 4 of this ordinance – Obligations of Public Officials – provides that it is the obligation of every public official to support the Constitution of the United States, the Constitution of the State of Vermont, the town charter and town ordinances, and to treat all town officials, volunteers, and employees fairly and equally in compliance with the law. No public official shall knowingly violate the provisions of Vermont statutes nor take any action which would be detrimental to the best interests of the town. Based on the causes set forth today and Mr. Dein's unconscionable treatment of the Town Manager and fellow Selectboard members, Mr. Dein has violated certain portions of the town's Ethics & Conflict of Interest Ordinance.
- Mr. Dein repeatedly and intentionally violated 24AVSA147-5.1 and 147-7.6 refusing to abide by the statutory division of powers between the Selectboard and Town Manager set forth in the town charter. Such violations include Mr. Dein intimidating and intruding upon town staff, micro-managing town staff, and infringing on the statutory powers of the Town Manager. Mr. Dein is responsible for unreasonable and significant disruptions and lack of productivity at public meetings and during Executive Session with conduct that includes yelling, slamming his hands on the table, cutting off and interrupting people, engaging in excessively long commentary, failing to be prepared, treating fellow Selectboard members, staff and third parties improperly at meetings, failing to be informed and prepared substantively and procedurally with respect to matters coming before the Selectboard, and exhibiting hostility that substantially impedes the Selectboard's ability to conduct business

**MOTION by John Kerr, SECOND by Colleen Parker, that the specifications of the alleged cause for removal as mentioned above are adopted by the Selectboard.
VOTING: 3 ayes, one nay (Josh Dein); motion carried.**

MOTION by Colleen Parker, SECOND by John Kerr, to authorize the Town Attorney to contact any person whose input he or she deems relevant to this matter including but not limited to Selectboard members and the Town Manager and/or their respective counsel if any, and Selectboard members and the Town Manager and/or their respective counsel if any shall have the opportunity to contact the Town Attorney relating to this matter.

DISCUSSION: Gail Albert, resident, said what is happening is shocking. There has been such a sense of disarray and it feels really appalling that this should be happening in the town. Ms. Albert said she is really disappointed and feels this is not something that is the responsibility of just one person. There were no further comments.

VOTING: 3 ayes, one nay (Josh Dein); motion carried.

Gary von Stange spoke of the procedure for public hearing noting if the Town Attorney concludes that the standard for removal for cause has been met and should Mr. Dein opt

for a public hearing that hearing will be conducted pursuant to the Vermont Municipal Administrative Procedures Act 24VSA 1203 to 1209. Mr. Dein has now received the notice of hearing specifying the alleged causes for removal which were set forth with such reasonable precision and detail to inform Mr. Dein as to what dereliction of duty is charged. The notice apprises Mr. Dein of the grounds upon which the charges are founded setting forth specific facts constituting sufficient cause for removal.

MOTION by John Kerr, SECOND by Colleen Parker, that should the Town Attorney return with a legal opinion that Mr. Dein's conduct rises to the level for removal for cause from the Selectboard then the Town Attorney shall be authorized to present evidence in support of the facts alleged to constitute satisfaction of the legal standard for removal for cause. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

Gary von Stange stated should the Town Attorney return with a legal opinion that Mr. Dein's conduct rises to the level for removal for cause from the Selectboard then the Selectboard shall not reach decision on the merits until all evidence has been introduced and admitted and the hearing is closed. In accordance with the Vermont Municipal Administrative Procedures Act at a public hearing oral or written testimony shall be taken under oath. All Selectboard members and counsel shall have the right to present evidence personally or by other witnesses, to examine and cross-examine witnesses, and to be represented by counsel. At the conclusion of the hearing the Selectboard shall consider all of the evidence and render a decision and may go into deliberative session in doing so. The Selectboard shall issue a written decision that will include findings of fact and conclusions of law as to whether Mr. Dein will be removed for cause from the Selectboard pursuant to 24VSA147-3.4.

MOTION by Colleen Parker, SECOND by John Kerr, that the Selectboard is authorized to memorialize the motions, specifications and comments to this motion, and shall provide a copy in letter form to Mr. Dein with a copy to every other Selectboard member, the Town Manager, and the Town Attorney. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

5. APPROVE MINUTES

January 3, 2017

MOTION by Josh Dein, SECOND by Colleen Parker, to amend Item 15 in the January 3, 2017 minutes to change "salary" to "total compensation" relative to the Town Manager. VOTING: one aye, 3 nays (Gary von Stange, Colleen Parker, John Kerr); motion did not carry.

MOTION by Colleen Parker, SECOND by John Kerr, to approve the January 3, 2017 minutes as written. VOTING: 3 ayes, one nay (Josh Dein); motion carried.

January 10, 2017

MOTION by Colleen Parker, SECOND by Josh Dein, to approve the January 10, 2017 minutes as written. VOTING: unanimous (4-0); motion carried.

6. CITIZEN PARTICIPATION & PUBLIC COMMENT

Don Stevens, resident, stated it seems the Selectboard has one voice even though there are multiple people on the board, and anyone who disagrees with certain people starts a witch hunt. Mr. Stevens said he is hoping that is not the case and would like to see the Selectboard work together and facilitate as a team. Mr. Stevens said it seems there is so much tension and it is not certain that is going to change. It is hoped the voters and citizens take a hard look at what has happened and make their own judgement and changes as necessary. Something is broken and needs to be fixed.

7. SELECTBOARD COMMENTS

- Josh Dein clarified to the community at large that nothing he says after this has anything to do with the evaluation of the Town Manager. Mr. Dein stressed he is completely focused on the process by which this activity has occurred.
- Colleen Parker spoke to the seriousness of the Executive Session and the tension being high and building over the last year, noting with three years of service on the board there have been many differing opinions, but something change this last year. It was always with great hope that this could be changed. Hopefully going forward new opportunities will arise and work can be done in an expeditious manner because the Selectboard is a team and is doing the best it can on behalf of the town. The past year has been challenging.
- John Kerr stated what was witnessed is not what anyone on the Selectboard signed up to do. The course of action to improve things starts here. It will be seen if there are grounds for dismissal and to move forward from that point. The Selectboard needs to work together and uphold the Oath of Office as officers of the board and when that is not done this is the consequence that happens.

8. TOWN MANAGER'S REPORT

No report given in addition to the manager's report posted online.

9. ANNUAL TOWN MEETING WARNING

Joe Colangelo noted there will be two meetings simultaneously at town meeting. The Quint bond is not on the list. Warning requirements for bonds are different from other articles. There will be the annual town meeting and a special town meeting. At the ballot box the voters will vote on articles for town meeting and a separate ballot for the bond item.

Josh Dein suggested the signature line on the warning be uniform for all members, either list everyone's professional qualifications or none at all. Joe Colangelo noted each member indicated how their signature line should read and that is what was printed. Following further discussion the Selectboard agreed to only note the titles of Chair and Vice Chair on the signature lines.

MOTION by Colleen Parker, SECOND by John Kerr, to sign the annual town meeting warning for March 6 & 7, 2017. VOTING: unanimous (4-0); motion carried.

10. TOWN MANAGER CONTRACT

Joe Colangelo recused himself from discussion of the Town Manager contract per the Ethics & Conflict of Interest Ordinance due to having personal financial interest greater than other persons generally affected by the decision. Mr. Colangelo left the meeting room.

Gary von Stange noted evaluations of the Town Manager were due January 20, 2017. Four members returned the six page form. Josh Dein did not and submitted a form 40 pages long. Gary von Stange and Jerry Storey met to review and summarize the evaluations. Executive Session was held to discuss the summary. Chairman von Stange highlighted terms of the contract including:

- The Town Manager contract has a two year term with the option for a third year the exercise of which is based on goals and objectives agreed to in the next few months with the Town Manager with measurable metrics. Salary in the first year is \$105,000 and \$110,000 in the second year. Should the third year option be exercised the salary would be \$112,500.
- Many of the terms are in the existing contract pursuant to all full-time nonunion town employees (car allowance, conference and educational training, health, dental, vision insurance, retirement, cellphone reimbursement).
- If the Town Manager is terminated for anything besides just cause then one year salary will be paid.
- The town must inform in writing nine months before the end of the contract if the contract is to be extended otherwise the contract automatically extends for a 12 month term.
- The Town Manager is authorized to allocate five hours per week toward compensated outside consulting/teaching related to the profession. This time is not compensated by the town.
- The Town Manager will have three weeks of vacation time. If the third year option is executed then vacation time will increase to four weeks.
- No additional compensation will be given for unused vacation time or comp time over 40 hours worked per week.
- The terms of the contract govern.
- Performance evaluation will be done 12 months prior to the end of the contract and not later than 10 months prior to the end of the contract.
- The Selectboard defines in writing the goals and objectives for the Town Manager.
- If the Town Manager resigns a 50 day notice must be given unless both the Selectboard and the employee agree to a shorter notice.
- The Selectboard and Town Manager shall act in good faith of the contract and if conflicts cannot be resolved then mediation is the first step.

MOTION by Colleen Parker, SECOND by John Kerr, to authorize the Town Attorney to draft an employment agreement between the Town of Shelburne and Joe Colangelo as Town Manager pursuant to the terms outlined and to include any other normal and customary terms in the Town Manager Employment Agreement.

DISCUSSION: The following comments were made:

- **Josh Dein stated the process does not reflect on the performance of the Town Manager. The way the process has transpired is troubling. The exercise is moving forward with the contract review started less than a month ago without any prior discussion by the Selectboard as to when the process would occur. It has gone at lightning speed since then for no particular reason as to why the need to move so fast as the Town Manager contract does not end until the end of March. There may be some reasonable reasons, but that has not necessarily been fleshed out. Through the whole process there was never discussion about how the process would occur and there has been very light discussion about that since. It is a disservice to the town and Town Manager to rush through this and even more so not allowing Jerry Storey who is absent to participate. Jerry Storey has a wealth of experience in this area that would be very valuable. Mr. Storey did have the ability to participate in the performance part and did make suggestions on the contract, but did not have a chance to participate. Given the timeframe it seems that it would be worthwhile to have Mr. Storey's input.**
- **Mr. Dein mentioned the performance review and thanked those who provided comment, but pointed out unfortunately the comments will not be included because of an arbitrary decision or interpretation as to the deadline. Mr. Dein said he is in possession of a document from the Town Manager that states the evaluation form is due on January 23, 2017. There can be suggestions of verbal discussions on the date, but there was no discussion of the consequence of not submitted the evaluation form on time. Mr. Dein said his comments would not take long to add to the record. Mr. Dein said it would have been reasonable for the Selectboard Chair to email or call about not receiving the evaluation and when it could be expected.**
- **Mr. Dein spoke of the process that transpired today noting that this is the only time the Selectboard members other than Jerry Storey's help in summarizing the information that Selectboard members had opportunity to review the evaluations that were provided. Realistically there would not be enough time for those to be reviewed. So for many reasons the process is flawed.**
- **Mr. Dein stated that even though there may be an agreement to move forward with drafting a contract in good faith this cannot be supported because of the disservice to the town.**
- **Gary von Stange said this is a prime example of why there is dysfunction on the Selectboard because the commentary by Mr. Dein is simply riddled with false information. There was not dysfunction with the existing three members on the board before the newly constituted board. False statements by Josh Dein include:**
 - **Regarding the timing - the last evaluation was done in March, but everyone on the current board agreed the evaluation would**

- take place now. It only makes sense for the people who have worked with the Town Manager to do the evaluation. If the evaluation is done in March then it is possible there would be two new board members who have not worked with the Town Manager and could not actively participate in the evaluation with personal knowledge.
- Regarding no discussion of how the process would occur – the Selectboard had conversation on how the process would proceed. One person unilaterally posted on Front Porch Forum repeatedly making it appear he was authorized by the Selectboard to do so when he never received authorization and never provided notice to the Selectboard that he was going to do this. That person was Josh Dein.
 - Regarding Jerry Storey not participating – Mr. Storey came to Gary von Stange’s residence to review and summarize the results. Josh Dein refers to an email of January 4, 2017 from Joe Colangelo to the Selectboard reminding members to do the evaluation. The timeframe to submit was January 23, 2017 however there were subsequent emails that made it clear the deadline was January 20, 2017. It would make no sense to receive comments up until midnight on January 23, 2017 prior to the Selectboard meeting on January 24, 2017. There would be no time to review and summarize the results. The evaluation completed by Josh Dein was received a day late at 10 PM. The Selectboard agreed the results would be summarized.
 - Regarding Josh Dein’s contention his comments were not considered – Mr. Dein’s 40 pages of comment were in the stack of evaluations which was offered to anyone who wanted to review them. Josh Dein reviewed every one of the evaluations.
 - Regarding the Chair emailing or phoning Mr. Dein about the evaluation deadline – Jerry Storey indicated he did contact Mr. Dein about the deadline being January 20, 2017.
- Josh Dein clarified he had the opportunity to glance at the evaluations, not to read them. Mr. Dein stated the accusations by Gary von Stange are unworthy of a response from him.
 - Gary von Stange stressed he stands by his comments 100% and is tired of the false comments.
 - Tim Pudvar, 338 Woodbine Road, spoke in support of the Town Manager contract being two years because a three year contract is unprecedented in Shelburne. There has not been a lot of input on a three year contract and the public did not know the terms until they were just outlined. Mr. Pudvar said he did not complete any of three potential surveys that were emailed. The comparable to South Burlington is not a fair comparison and the separation clause of one year’s salary is alarming. VLCT may provide some guidance with

comparables. Only two of the 17 towns in Chittenden County have a three year contract.

- Gary von Stange said the comparables did include South Burlington and Stowe as well as Winooski, Colchester, and Middlebury which is approximately the same size as Shelburne. Most towns are going to multi-year contracts especially if the Town Manager is valued.
- Colleen Parker stated the advantage to the town to have a contract with the Town Manager is better retention of a valuable resource. The current Town Manager does a great job and has high approval ratings for the past three years. Stability for the current manager is a powerful motivator. The town wants to retain Joe Colangelo. Multi-year contracts are the movement of most towns.
- Don Stevens, resident, asked about the change in compensation from current salary to the new contract. Gary von Stange said the current compensation is \$89,500 plus benefits and the first year of the contract would be \$105,000 plus benefits.
- John Kerr said the Selectboard is authorizing the Town Attorney to draft an agreement for consideration by the Selectboard that complies with similar agreement generated from VLCT. A few publicly available agreements were reviewed by the Selectboard.
- Joan Lenes, resident, asked who designs the goals. Gary von Stange said the Selectboard and Town Manager will determine mutually agreeable goals over the next couple of months.
- Colleen Parker said it has been her experience on the Selectboard that an agenda item did not go forward because a member was not present. As long as a quorum was present the agenda set forth and publicized is what has gone through. Jerry Storey was involved in the Town Manager contract process and it was his suggestion to have a two year contract with the third year option.

There were no further comments.

VOTING: 3 ayes, one nay (Josh Dein); motion carried.

Joe Colangelo returned to the meeting.

11. NOMINATE DELEGATE TO VLCT SPECIAL MEETING

MOTION by Colleen Parker, **SECOND** by John Kerr, to designate Joe Colangelo, Shelburne Town Manager, as Shelburne's voting delegate to the special business meeting of the VLCT membership. **VOTING: unanimous (4-0); motion carried.**

Staff will research the change to how municipal policy is amended (2/3 vote requirement changed to majority).

12. SHELBURNE'S 2017 HIGHWAY MILEAGE CERTIFICATE

MOTION by Colleen Parker, **SECOND** by Josh Dein, to approve the 2017 Highway Mileage Certificate for the Town of Shelburne. **VOTING: unanimous (4-0); motion carried.**

Joe Colangelo noted the town receives approximately \$150,000 per year in state aid for roads. The town did not add any new roads this year.

13. WASTE WATER ALLOCATION: Fisher Place, Lot 4

Joe Colangelo explained the requirement by the state to submit a statement on the allocation amount for a project, but the town does not allocate anything until the Selectboard approves the request and the applicant pays the allocation fee. Staff is working with the state on this glitch. Mr. Posey has paid his allocation fee for Lot 4.

MOTION by John Kerr, SECOND by Colleen Parker, to approve waste water allocation for Fisher Place, Lot 4, as requested. VOTING: unanimous (4-0); motion carried.

14. SECOND CLASS LIQUOR LICENSE: Enoteca, 3762 Shelburne Road

No conflicts of interest were announced.

MOTION by Colleen Parker, SECOND by Josh Dein, to approve a Second Class Liquor License for Enoteca at 3762 Shelburne Road. VOTING: unanimous (4-0); motion carried.

14.a. CAPITAL NOTE FOR PURCHASE OF HIGHWAY TRUCK

MOTION by Colleen Parker, SECOND by John Kerr, to approve a one year capital equipment note for \$60,000 with National Bank of Middlebury at 1.84% interest for the purchase of a Highway Department truck.

DISCUSSION: Joe Colangelo said the \$80,000 note with Bank of Middlebury issued in January 2016 is being refinanced which reduces the annual payments and saves the town money over the long run. There were no further comments.

VOTING: unanimous (4-0); motion carried.

15. ADJOURNMENT

MOTION by Colleen Parker, SECOND by John Kerr, to adjourn the meeting.

VOTING: unanimous (4-0); motion carried.

The meeting was adjourned at 10:30 PM.