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**TOWN OF CHESTER
SELECTBOARD MEETING
June 5, 2024, Minutes**

Board Members Present: Lee Gustafson, Arne Jonynas, Arianna Knapp, Tim Roper, and Peter Hudkins at Town Hall.

Staff Present: Julie Hance, Town Manager, and Susan Bailey, Recording Secretary, via Zoom.

Visitors Present: Cathy Hasbrouck, Paul Bidgood, and Damon Robert Tyler at Town Hall; and SAPA TV, Gene Czarnecki, Preston Bristow, Robert Nied, Hugh Quinn, Joy Slaughter, and Karen Ericson via Zoom.

Call to Order

Chair Arne Jonynas called the meeting to order at 6:32 p.m. with the Pledge of Allegiance and asked that everyone sign the attendance sheet. Arne noted Julie, the Town Manager, had tested positive for COVID, so she was attending via Zoom.

Agenda Item 1, Additions or Deletions to the Agenda

There were no changes to the agenda.

Agenda Item 2, Approve Minutes from the May 1, 2024, Selectboard Meeting

Lee moved and Arianna seconded a motion to approve the minutes. Lee noted during the discussion regarding the nuisance ordinance that the name of the road was listed as Potash Road and should be Potash Brook Road and Potash Road occurred in several spots in the minutes. Tim noted several residents referred to the road as Potash Road and on page 41, it was listed correctly. Lee said it was technically Potash Brook Road and Tim agreed. Arne said it would be listed correctly. Tim said page 4, line 41, Richard Poston was misspelled. On page 7, line 12, Tim wasn't sure what he said but thought it should read "the issue was as severe as people were saying." Lee noted Jerene Slivinsky was misspelled. The minutes were approved, as amended.

Agenda Item 3, Citizens Comments/Answers from Previous Meeting

Paul Bidgood wanted an update on the Bailey Hill Road matter. Arne said he didn't have any more information other than what had been discussed in the past. Julie was hoping to have an update but didn't. She had left a message for Jim but had not heard back yet. She knew he had been out but was back and would follow up with him. Arne said they would notify Mr. Bidgood when they had more information. Paul wanted Jim to submit his opinion within two weeks or by the next Selectboard meeting, as it had been 6 months, which seemed like a long time. Paul thought the request was reasonable. Arne said they would do their best and notify Paul of the outcome.

Gene Czarnecki had a question about short-term rentals that may or may not be in the new ordinance. Arne noted it was on the agenda and they would be speaking to it later in the meeting.

1 Gene would bring it up then.

2 **Agenda Item 4, Old Business**

3
4 Report given by the Town Manager, Julie Hance:

5 6 Solar Field

7 Julie said she finally had Jim's changes to the non-disclosure agreement, and they had reached a
8 settlement on a document she could sign. Julie noted municipalities are subject to open record laws
9 so she couldn't arbitrarily sign an NDA. Once Jim gave his final blessing, she would sign it and
10 hoped it was this week. Once signed, they will give Chester access to their whole suite of
11 documents, and they could begin conversations and potentially draft a purchase and sales
12 agreement. Julie will provide an update once it is signed. Tim asked if she could give them an idea
13 of the parameters of the NDA. Julie said a lot of their documents were confidential to their
14 business, which was understandable as a private company, and they didn't want the inner workings
15 of their business open to the public. However, the municipality is subject to open records laws and
16 very few things are subject to confidentiality. Julie was happy to share the NDA with the
17 Selectboard before she signed it. Julie said the NDA says the town cannot refuse a records request
18 if one comes in. There is a process they can go through to have anything redacted, in accordance
19 with open record laws. Language has been added to the NDA to say the town cannot refuse a
20 request if one is received and Greenbacker's legal department understood and has accepted it.

21 22 Grants

23 They were awarded the Downtown Transportation Grant for \$200,000 which will electrify the
24 Green and create an access path from Cobleigh to the Green and one from the Green to Brookside
25 Trail. It will allow for bulb-outs to do traffic calming at the sidewalk crossings. If money allows,
26 they will redo the curbing around the Green and paint delineating lines as you come down Common
27 Street to better mark where pedestrians travel versus traffic. They will have SE Group do a
28 community process to have meetings to allow for community input on the proposed changes. Julie
29 said it would not disrupt anything on the Green and only be enhancements and traffic calming.

30 31 Summer Schedule

32 Julie will be out July 17 so in planning the June 19th meeting and the July 3rd meeting, she wanted
33 to know if they would meet on the 17th so she could have a packet ready before she leaves. Julie
34 will be out from July 4th to the 19th and will be back in the office July 22nd. She wanted to know if
35 they wanted to have the second meeting in July or if they were okay to have one in July and resume
36 in August. Arne asked the Board how they felt about it. Arne said sometimes things come up that
37 they need to address but if their schedule was light and not much was going on, he didn't see a
38 problem. Julie will monitor her email, as it's hard not to when she's away, given her position. If it
39 looks like there's something that needs to be addressed, she will let Arne know.

40
41 Arne asked the other members if there was any other old business and they had nothing.

42
43 Arne said the CCC met the other day and were going to meet at the Adamses on Adams Road, but
44 it was postponed or canceled, and he hoped they would meet with the folks in that area of town in
45 the future. They had a brief discussion on other Class 4 roads in town and at the next meeting they
46 would talk about which ones they wanted to address specifically as a small pilot project to get the

1 word out as an example of how it would work. It would probably be a road that there was less
2 controversy on and more obvious on its location and it's accepted. It would be a good way to
3 introduce it to the community and see how it's tackled and addressed. Arne said before anything
4 happened with it, it would come back to the Board for a discussion because the Board is the final
5 decision. The Chester Conservation Committee is more helpful and a guiding organization because
6 of what they do and their involvement and what they've been handling over the years with the
7 trails. Arne said a question came up regarding sidewalks and a study that was done by the state in
8 front of the high school where the speed limits were lowered and they discussed a possible
9 sidewalk project from the high school back into town, which is all state roads. Arne wondered if
10 Peter, as a member of the TAC Committee, could do some research and talk with them. Arne asked
11 Peter to update them if anything came up with the TAC Committee that the Selectboard should be
12 aware of. Arianna asked what the TAC Committee was, and Arne said it was part of Regional
13 Planning and was the Transportation Advisory Committee of which Peter was a member
14 representing Chester. TAC is representatives from area towns who discuss bicycle paths, roadways
15 and bridges and prioritize projects. Peter said Logan, who is their leader and was the representative
16 from Ludlow, cancelled most of their meetings through the legislative season. There was talk of
17 money, but it hadn't been allocated. The big project coming from the state and the initiative they're
18 trying to do is 100% road safety. Peter said it was interesting because, in his mind, a project that
19 may not be sustainable would be done because safety and would have never-ending maintenance
20 and that's where he thought they were headed. Arne said 100% safety was a lofty goal. Peter said
21 they were going for no deaths and saying the value of a human life was infinite and Peter could
22 just imagine what a designer could do with that. Regarding the sidewalk to the high school, Julie
23 reminded them they were awarded a grant for the scoping study, and they were out to bid for that
24 now and bids were due at the end of the month. The engineering work for the study would begin
25 soon and there would be community meetings around it. Arne remembered the grant but wondered
26 how they were involved since it was a state highway. Julie said it was a town project and the state
27 would give them right-of-way clearance to construct a municipal structure. During the scoping
28 study process, that is a big part and conversations with the state and one of the encumbrances they
29 would see if they could overcome. Arne hoped the state would allow them and help with the cost
30 being a state highway. Julie thought so, but they needed to do the scoping study first, which would
31 start soon.

32 33 **Agenda Item 5, Nuisance Ordinance**

34
35 Arne said it was something that VLCT helped with and was a little more in line with what would
36 work in Chester. The one they had from Barre included reptiles, turtles, amphibians, and almost
37 any creature on Earth. Arne saw this one more appropriate for Chester. Lee noted it was much
38 simpler than the other. Arne noted the sections: 1, Authority; 2, Purpose; 3, Definitions. He asked
39 if anyone had questions about them. Peter asked about 3.b. and said a lot of people have strange
40 domestic pets. Arianna asked if he meant beyond dogs, cats, and ferrets, and Peter did. Peter said
41 snakes and reptiles, and that he lives next to a guy that had parrots. Arianna asked if they wanted
42 to expand the definition and Peter suggested just using "i.e." and Lee suggested inserting
43 something that defined domestic animals. Arianna suggested "domiciled within the home." Arne
44 understood they should make it more inclusive rather than just what was listed. Regarding Purpose,
45 Tim questioned noise and the risk of communicable diseases and struggled with it because farm
46 animals are noisy, and he thought in rural Chester, putting a limit on a rooster crowing or making

1 it something reportable to the police, would not work. Tim wondered about the risk of transmitting
2 communicable diseases and said, in his experience, most people who live on farms are healthy
3 people. Arne said it was more of a generalized purpose but prohibited nuisances would be more
4 specific to make them enforceable. Tim questioned the sentence “Their ability to produce noise
5 detrimental to the enjoyment of life, property, and the conduct of business, and the risk they pose
6 of transmitting communicable diseases to people or other animals not properly confined.” Julie
7 said the key was “not properly confined.” As an example, Julie said she’s been trying to deal with
8 the goats on Andover Road, and one of the things she’s learned is that a lot of places won’t take
9 the goats because they carry a certain disease. They have been tested and carry two diseases and
10 if they’re brought on someone’s farm, they will infect their entire livestock, so that would be one
11 of the communicable diseases referred to. If the goats leave their property and go onto someone
12 else’s, they could transmit disease. Tim thought a rooster would be a common noise producing
13 animal that could be detrimental to the enjoyment of life and property. Tim was concerned
14 someone could complain about roosters crowing. While Lee agreed with Tim, Section 4. a., it said
15 making noise for a continuous period of 30 minutes or more, so he thought having a rooster in
16 town would be different from having one in the rural part of Chester. Arne thought it would help
17 when they got to the nuisances to help clarify the statements in that purpose. Lee said they weren’t
18 voting on it at this meeting, just discussing it, so it was the opportune time to bring up any concerns
19 like Tim had. Arne asked if they agreed with the Purpose section and Lee agreed with Tim and
20 thought the Purpose statement may be a little overzealous but said as they went through it, his
21 opinion could change, or they could tweak it. Arianna had mentioned an exemption and there could
22 be some other things that would help. Arianna suggested they go through the whole document and
23 then address Purpose, which is an aspirational statement and wasn’t something they enforced.
24 Arianna said if they tried to define “for the health, safety, and welfare of the citizens,” they would
25 be there for days. Hugh wondered if it addressed primarily animal-related nuisances or others like
26 those created by people. It was intended for animals. Arne asked if there were any other questions
27 on the definitions and Peter said running at large meant a domestic animal that wasn’t contained.
28 A lot of people have electric dog fences and if one was in that perimeter, they would be running at
29 large. There was discussion about electric containment and electric dog collars. Peter thought dogs
30 with electric containment were not running at large. Lee asked if he was talking about a shock
31 collar and not an invisible fence and Peter said a shock collar, but Arne noted it was the same idea,
32 an electronic means of containment. Arianna thought it could be included under the owner’s
33 physical control, depending on the interpretation. Tim uses GPS collars on his dogs and if they’re
34 trained, they’re useful but they could wear one and someone could say they’re under electronic
35 containment while running wild. Tim thought it should be carefully worded if they were going to
36 include it. Arne said if it had the collar or whatever means, it meant it was being contained on the
37 premise of the owner. Tim said some people don’t want hunting dogs on their property and Arne
38 said it was a can of worms that had been going on with the state for a while. Regarding a., Lee said
39 it didn’t have an etc. and only had cattle, sheep, goats and other animals and left out a whole bunch
40 of stuff and someone had mentioned snakes which weren’t included. Tim suggested “any other
41 animal kept as a pet.” There seemed to be agreement for it be more inclusive. Peter suggested
42 using a domesticated animal. Tim said the same for b., “other domestic pet.” Arne thought it was
43 interesting they defined lead. Tim said anytime he mentions an electric collar, he calls it a training
44 collar because it’s only useful to control, if the dog’s been trained. Peter said he has a friend whose
45 goats have GPS collars, and she has no fence, so they can be used by other animals. Tim thought
46 that was cool. Arianna suggested using electrical or electronic containment. Arne asked if they

1 wanted to include anything else and Tim said Peter's information about the goats was helpful.
2 Arianna volunteered to take the notes and revise the document. Julie had drafted it and was also
3 taking notes to modify it. Arianna offered to share her notes with Julie. Gene Czarnecki said
4 peacocks can get out of hand and had seen where 25 peacocks were in a town making noise
5 constantly. Tim said they should include peafowl on the list. They would find language that
6 covered many animals. Arne asked if there were any other questions and there were none.
7

8 For Section 4, Prohibited Nuisances: 1, Disturbing the Peace, Tim said a. was around the location
9 and thought there was language for people defined as agricultural properties, but it would be tough
10 for someone who lived in the rural part of town. Arianna asked if Tim felt the same after reading
11 the exemption which said it didn't apply to any person raising, feeding, or managing adult
12 domesticated animals in the agricultural practices of a farm no less than four contiguous acres in
13 size. Tim wondered if that meant if someone had four acres, they were exempt, and Arianna
14 thought it did. Peter said they needed to have a certain number of goats, sheep, or horses and
15 thought it should refer to the state's language. Tim wondered if it could just say if you had 3 or 4
16 acres or more and leave out the state regulation because it may help with rural and village. Arianna
17 offered to find the definition and bring it back so they could include the full definition and explore
18 how much they needed to satisfy it. She thought there could be people raising chickens on less
19 than 4 acres and they needed to speak to that. Lee referenced noise for 30 minutes or more and
20 having raised animals, said if it's done well, they won't make noise for 30 minutes continuously.
21 Lee thought trying to ween kids from their mother, would be noisy, but it wouldn't be a continuous
22 situation without the owner addressing it. While Lee agreed with their earlier discussion regarding
23 location, he thought it was good language about it needed to be continuous noise for 30 minutes
24 or longer. Arne said the exemptions talked about farms and the definitions in state statutes
25 regarding a farm being no less than 4 acres and raising feed if that was their business, so there was
26 already an exemption provided. Lee said it would speak to someone in town on an acre if they
27 were making noise for 30 minutes or more, they wouldn't be exempt and there would be
28 repercussions for that. Julie noted 30 minutes was a number that could be changed, and Lee agreed.
29 Tim said Arianna would bring the statute and they could revisit the section. Tim wanted to be sure
30 it made sense for rural versus village living. Arne agreed with Tim but noted it didn't mean there
31 couldn't be an issue in a rural location and the fact they owned 4 acres or more shouldn't exempt
32 them. Tim wasn't suggesting it completely exempted them but thought there may be separate
33 guidelines and it seemed onerous to him. Arne asked if there were any questions before they got
34 more information.
35

36 Regarding Running at Large, Lee noticed in town it was specific to the Town of Chester which
37 technically was the entire town and wondered if the definition could be tweaked to density. Arianna
38 thought it would make sense to go back to the zoning categories in the definition and apply
39 whichever ones were appropriate. Peter said they had the historical definition of a village from
40 before. Lee wanted to be careful as they considered the language that they were focusing on the
41 issue they were trying to fix and not create more problems by being overreaching. Lee didn't think
42 they were in a position where they needed to highly regulate something that wasn't a problem.
43 Tim said if they were regulating, it had to apply to everyone fairly. Tim noted the crowd at the last
44 meeting was large and wanted something done, so they couldn't ignore the issue. Hugh said to be
45 careful not to make it village centric and rural centric. While it was true the village is more compact
46 and more susceptible, whatever problem they thought could exist in the village area could also

1 exist in the rural area and they should be careful not to make it a village issue only and ignore the
2 rural side and not to leave the rural areas out of consideration as they moved forward. Tim said
3 they've all heard stories about someone moving next to a farm from the city who complains about
4 the noise and smell of the farm. Tim wanted to make sure they didn't infringe on the rights of those
5 raising animals in the country, where it was appropriate. Tim gave the example of someone moving
6 within earshot of a shooting range and then wants it shut down, but the shooting range has been
7 there for 50 to 75 years and wondered what the right way was to handle that. Lee said that's why
8 he asked what the problem was they were trying to fix. Arne wondered how they would do it
9 without having unintended consequences. Tim thought someone who didn't like their neighbor
10 could use this and Arne said there still needed to be an action or issue, but Tim wasn't suggesting
11 they did nothing. Arianna said they would figure out a better phrase than in town for running at
12 large and it was well-defined earlier in the document. They decided to remove "in town."
13

14 Arianna said when referring to failure to remove waste, they wanted to make sure they were
15 referring to domesticated animals and not domestic pets. They would not provide an ordinance
16 that would allow people to complain about dogs in other yards. She said since they defined both a
17 domestic pet and a domesticated animal, when it comes to failure to remove waste, they must be
18 very clear they are referring to farm animals in that instance. Lee asked her to clarify why. Arianna
19 didn't think they wanted to be the town to provide an ordinance to allow people to complain to the
20 Selectboard if a dog poops in their yard. Arianna said there was a difference between a cow
21 defecating in your driveway and a dog defecating in your yard. Peter raised the issue of his horses
22 defecating on the dirt road and wondered if she was telling him he had to go back and clean it up
23 which meant there shouldn't be horses on the road. Arianna said she has an issue with it because
24 there way too many exceptions – far more than there were rules. Lee said relative to a domestic
25 pet, he clarified with Arianna that she didn't want to regulate it but for a domesticated animal, she
26 did. Arianna said if 14 goats were defecating on someone's patio, it was a worthy issue. Tim said
27 they were already running at large, which was a violation and wondered if they also needed to deal
28 with feces. Lee wanted to know what they were supposed to do about someone whose dog was on
29 a leash and the owner didn't pick up their waste and wondered if the property owner could
30 complain about it if it happened regularly. Arianna didn't want to set a precedent where that was
31 taking government time. Lee agreed that less regulation was better and always goes back to
32 commonsense and personal responsibility but if someone has spoken to the dog owner multiple
33 times and the owner blows them off, he wondered what their recourse was. Tim noted he's seen
34 "There's no poop fairy." signs which seem to work. Arianna asked what their recourse was now.
35 They didn't think there was any. Peter said there was a dog ordinance and under Section 7.b., "a
36 dog that defecates in a public area or on private premises of another person whose owner does not
37 immediately remove or dispose of it in a sanitary manner...." Peter said since there was already a
38 dog nuisance ordinance, he wondered why they should confuse with what they were trying to deal
39 with large animals. They decided to leave dogs out of it for failure to remove waste. Arne noted a
40 horse going down the road or a farm animal, shouldn't be part of the issue but a dog defecating on
41 someone's property is covered under the dog ordinance. Peter noted it was a \$50 fine and a \$25
42 waiver. Lee said that was the piece he was missing. There was a consensus to remove it from the
43 proposed nuisance ordinance.
44

45 Regarding damage to or interference with property of another, Arianna's first comment was to add
46 something that said it wasn't the exclusive or exhaustive list. Tim suggested making it more open-

1 ended. Lee noted that it already said, “including but not limited to,” so they were good. The others
2 agreed.

3
4 Arne asked if anyone could think of a nuisance that wasn’t included that they should consider.
5 Arne thought “including but not limited” covered what they could do. Tim wondered if a farm
6 animal walked into traffic, got hit by a car, and damaged the vehicle if it was something they
7 should address. Peter said it had just happened with a bull in Bridgewater. Tim asked if there was
8 a state statute that covered it and Peter said the people who hit the bull got lots of money. Tim
9 asked if it was a statute or legal precedence, and Peter didn’t know. Lee thought Tim’s example
10 would be covered under “causes damage to real or personal property” and thought someone hitting
11 someone’s animal because it was running at large fell under this. Arne agreed.

12
13 With respect to enforcement, it’s a civil matter and it explained how it worked with the Vermont
14 Judicial Bureau or the Windsor County Superior Court and the violations and provisions of the
15 state statute that give the authority to have fees, penalties, costs, and how they work. Arne said the
16 penalties and costs described what they wanted the fines to be and the waiver fees for the nuisances.
17 Arianna asked Julie if the numbers came from VLCT, other towns, or an evaluation of their own.
18 Julie said they were based on what it would cost Chester to have staff do it. Arne said that made
19 sense. Tim thought the penalties and costs were fine. Arne asked Julie if they had talked with any
20 farmers or people in this line of work about impoundment. Julie said for farm animals, it would be
21 on a case-by-case basis because the town doesn’t have an arrangement with a farm. Julie is having
22 a hard time finding a place to impound the goats. Lee asked if language was included that
23 impoundment costs will be based on town costs. Arianna suggested levied against the owner at the
24 town’s cost. Julie said there was language under d. about release from impoundment. Arne said
25 they reiterate later about monies from public auction paying for the fees and impoundment and
26 thought if it got that far, the owner probably wouldn’t want the animals back and they would
27 recoup their fees from the auction. Lee agreed it could be a convenient way to get rid of 400 cats.
28 Tim wasn’t sure how to interpret f. regarding the balance being paid by the town treasurer for the
29 impoundment to the use of the owner, if demanded, within one year or the use of the town. It was
30 explained this applied to excess money after the costs were paid.

31
32 Arne said Section 8 was regarding the ordinance was in addition to any other ordinances in Chester
33 and applicable to the laws of the State of Vermont. If one section of the document is defined as
34 illegal, it doesn’t make the entire document legal.

35
36 Arne asked if there were any other questions, comments, or concerns and there were none. It was
37 confirmed that Arianna and Julie would connect on the notes they took regarding the ordinance.

38 39 **Agenda Item 6, Short Term Rental Ordinance**

40
41 Arne noted everyone had the most recent version of the ordinance in their packet. They had been
42 through the ordinance several times and there had been some changes, as recommended by counsel
43 to avoid a lawsuit. It was fairer, and more equitable. The attorney still recommended using a radius
44 instead of two counties and that opened a can of worms when it came to enforcement. The last
45 time they spoke, the board seemed to want to go with two counties as once they cross state lines,
46 enforcement becomes more difficult. Tim questioned the typo in Section 5. a. regarding transfer

1 of ownership. Lee said Julie had emailed a more recent copy which didn't have the typo. Peter
2 hadn't had a chance to read it as he had just opened the email when he came in from the barn. Peter
3 noted there was a fair amount of red ink and Julie said not all the red ink was new and it was still
4 their marked-up version from meeting originally and Preston made changes and sent them to Jim.
5 Other than a few things Jim had pointed out, it was the same document they had looked at last time
6 with Preston's markups based on their conversations. Lee wanted to know Jim's concern with
7 counties as opposed to radius. Julie said it had something to do with the Interstate Commerce Act
8 and there was a Supreme Court case that had to do with short-term rentals and limiting access to
9 them out of state and something to do with the Interstate Commerce Act. She could ask Jim to
10 write something more descriptive, if that was helpful. Lee wondered how the document now stood,
11 if it was sufficiently written so it didn't open them up to a lawsuit. Julie thought if he was saying
12 he felt number 5 resolved it, they were fine. Arne said it was counsel's opinion and was usually
13 wise to follow, because it was uncharted territory, and there was always a chance it would get
14 challenged. Arne said they adjusted the short-term rentals in a lot of different ways because of the
15 Commerce Act. Julie thought because of the changes made in 5, Jim was comfortable with what
16 they were proposing. Lee agreed and was more comfortable sticking with the two counties than
17 coming up with a radius that doesn't help. Tim asked about Section 4(c)(8), Proof Satisfactory to
18 the Town and wondered if it needed to be better defined or if it was standard legal language and
19 they would decide what proof was satisfactory. Lee thought it was up to the town to decide. Tim
20 wanted to know if it left them open to have it legally challenged. Julie asked Preston if he was
21 comfortable with enforcing the language in 8 and he was and thought it gave them more flexibility.
22 Tim wanted to know if he would have to define what satisfactory proof was and Preston said
23 currently, they are looking for Division of Fire Safety and thought of it as a bigger category that
24 was there in case other things came up. Tim said it gave them some wiggle room. Preston said
25 they've already provided details of what they need to provide for the division of fire safety and
26 then they have a catch all. Preston said there's always someone who does something they don't
27 expect. Julie said what's required for each property may be slightly different and if someone brings
28 in a zoning application to Preston, depending on what it is, sometimes something further is
29 required. Arne said there were two different sets of requirements depending on whether it was 8
30 and under or over 8. Over 8 involved the State of Vermont Department of Fire and Safety, but 8
31 and under was self-certification. Tim thought they should be careful that the list of requirements
32 was the same for everyone in the same category or someone may think they were playing favorites.
33 Lee saw that too and wondered how someone knew they met the requirements. From Julie and
34 Preston's point, Lee said every situation would be different. Arne noted the application states the
35 requirements. Tim had asked that Jim to review the application and Preston said he did respond to
36 the application and suggested some changes. Preston hadn't shared them with the board but didn't
37 think they were that big a deal. Preston said it talked about the Department of Health, Division of
38 Fire Safety, and Department of Taxes. Currently, they want them to comply with the Division of
39 Fire Safety and inspectors from the division contact Chester and vice versa to make sure there
40 aren't any gaps and people are covered. Preston said the Division of Taxes is mostly covered
41 because all the host platforms have a deal with the tax department to handle it directly. It's in the
42 bylaw and ordinance but they don't really have to deal with it. The Division of Health has to do
43 with when they're serving food or similar things. Most people who do that go the route of a lodging
44 establishment and get separate approval. Preston viewed it as a catchall clause more than anything
45 else. Tim said if it was a level playing field, it would be great. Tim referenced Section 9, failure to
46 pay a fine, and wondered if there should be a time limit. Preston had put the question to Jim when

1 Tim asked before, and never got an answer. Tim asked Preston's thoughts and Preston said it came
2 from a generic document. Timely meant something to the court and if you don't meet the deadlines
3 for a zoning appeal, even a day late, you're done. Preston guessed it referred to the earlier
4 deadlines. Arne thought instead of failure to timely pay, you could state the days. Preston was
5 happy to ask the question again. Tim thought it was an easy change and Preston thought he could
6 figure it out. Lee thought 30 days was typical or a negotiated timeline. Preston said it referred to
7 Statute 24 V.S.A. 1981 that he would look up regarding timely pay of a penalty and expected the
8 statute would define timely. Peter said it was 30 days. Tim wanted to move it ahead if everyone
9 else was ready. Arne asked if there was anything further and thought they were almost there.

10
11 Gene Czarnecki asked for the registration rates in the existing document and Preston said \$150 for
12 hosted and \$300 for non-hosted. Gene had heard it was going to be doubled. Preston said the
13 document discussed doubling it to \$600. Gene asked if hosted got doubled, which it had not. Gene
14 thought it was unfair and if it doubled for unhosted, the hosted should also be doubled. Tim said
15 the doubling was a re-thinking of what they were proposing. Arianna said an unhosted rental was
16 more likely to use town resources if there was an issue than a hosted rental. Because there was not
17 a host on the premises, it would tap town resources more. Gene thanked her for the explanation
18 and asked if the rates stood. Gene asked if the state allowed someone to rent their place out for 14
19 or 15 days without being a short-term rental and the ordinance required registration, shouldn't they
20 have the opportunity if they were renting it for less than 14 days a year, not to register unless they
21 had a non-registered fee for fire safety. Arianna said within their definition it said for a period
22 fewer than 30 consecutive days and more than 14 days per calendar year, so if it was fewer than
23 14, it was not considered a short-term rental. Arianna asked Preston or Cathy to correct her if she
24 was wrong. Preston added they were authorized to regulate short-term rentals but only those the
25 state defines as short-term. Preston thought they may have six who are advertising on short-term
26 rental platforms and are not exceeding the two weeks. Preston said if they see evidence they are
27 exceeding the two weeks, they need to register. Gene understood and thanked them.

28
29 Arne asked the board if they had any further questions or comments and they had none. They
30 would clean up the document and issue and hopefully address it at the next meeting as a hard copy
31 awaiting signatures. The members thought that sounded good.

32 33 **Agenda Item 7, Appoint Zoning Administrator**

34
35 Zoning Administrator Preston Bristow's term was expiring. The new term would expire June 5,
36 2027. Lee moved to appoint Preston Bristow as Zoning Administrator for a 3-year appointment to
37 expire on June 5, 2027, with Arianna seconding. Tim asked if Preston could stay longer. Arne
38 commented on the good job Preston was doing and was approachable and knowledgeable and had
39 helped in promoting a business-friendly town, which is what they wanted. Arne asked Preston if
40 he was willing to sign up for another three years and Preston said he had threatened to retire in the
41 next 14 months, but Julie was shaking her head. Preston said he crossed the line of being a
42 septuagenarian. Arianna noted that did not disqualify him. The motion passed unanimously.

43 44 **Agenda Item 8, Appoint Fire Warden**

45
46 Arne noted that Jeff Holden had been Fire Warden for as long as he could remember. Lee moved

1 and Tim seconded a motion to appoint Jeffrey Holden as Fire Warden for a term beginning July 1,
2 2024, to expire June 30, 2029. Arianna asked if it was safe to assume Jeff was interested and Julie
3 said he was and would not be on the agenda if he wasn't. Arne thanked Jeff for the job well done
4 and noted he was on call all the time and was always there to help people with their questions
5 related to outside burning and related issues. The motion carried unanimously.
6

7 **Agenda Item 9, Liquor License/Entertainment Permit**
8 **Pizza Stone: First Class, Third Class, Outside Consumption, Entertainment**
9 **Heritage Deli and Bakery: First Class, Outside Consumption**
10 **Fullerton Inn: First Class, Third Class, Outside Consumption, Entertainment**
11 **Dollar General: Tobacco License**
12

13 Julie said they needed motions on the liquor licenses and signed the entertainment permits. The
14 licenses only require motions with no signatures.
15

16 Arne entertained a motion for Heritage Deli and Bakery for a First-Class Liquor License and
17 Outside Consumption, and Lee moved with Arianna seconding the motion. The motion carried
18 unanimously.
19

20 Lee moved, and Tim seconded a motion for Okemo Valley Hospitality Inc. (Fullerton Inn) for a
21 First-Class, Third-Class, and Outside Consumption. The motion carried unanimously.
22

23 Lee moved and Arianna seconded a motion for a Tobacco License for Dollar General. The motion
24 carried unanimously.
25

26 Lee moved and Arianna seconded a motion to approve a First-Class, Third-Class, and Outside
27 Consumption permit for Pizza Stone. The motion carried unanimously.
28

29 Arne said the Pizza Stone was looking to have live musicians, D.J.s from 10 am to 12 am for 7
30 days a week, which they don't. Lee asked how neighbors feel about 12 am. Tim said he's a patron
31 there and they shut down at 10 pm and people complain it's too early. Julie said they had received
32 no complaints. The board signed.
33

34 Arne mentioned Okemo Valley Hospitality, which was the Fullerton Inn, had an application for
35 an entertainment permit. Arne questioned if they had new owners. Julie said it was a different
36 owner but the same request. They had received no requests. Lee asked if anytime anyone had
37 outdoor entertainment if they needed a permit from the town. Julie said their policy says for
38 outdoor entertainment, if it's a commercial business, they need a permit. She would doublecheck
39 the policy. The board signed.
40

41 **Agenda Item 10, Sign Cemetery Deeds**
42

43 The board signed deeds for Michael A. and Joanne C. Young, Joseph and Deborah Epler, and
44 Stephen and Elaine Hart.
45
46

1 **Agenda Item 11, New Business/Next Agenda**

2
3 June 19th they would set the municipal tax rates.

4
5 Arne hoped they could get Mr. Bidgood’s request for the Class 4 road on the agenda.

6
7 Julie asked when they wanted to reschedule the board retreat and if they wanted to do it in the
8 summer or wait until September. Peter didn’t want to do it on the same Wednesday as a Selectboard
9 meeting. Arne asked if summer was okay or waiting until September. Arianna was looking forward
10 to it and thought it would be great to have at this time and thought if they waited until fall, they
11 would be busy again. Arianna was all for not doing both meetings on a Wednesday. Julie would
12 email them with some proposed dates and try for June. Arianna said if it ended up later, that was
13 fine but thought it would be good to have the time together. Tim appreciated what Arianna was
14 saying and thought it would provide more insight into the town and bring them closer to the
15 managers of the departments. Arne thought it made sense because of the new members.

16
17 **Agenda Item 12, Adjourn**

18
19 Lee moved to adjourn, and Arianna seconded the motion. A vote was taken, and the motion passed
20 unanimously, and the meeting was adjourned at 8:15 p.m.