

**Town of Fletcher – Select Board  
Fletcher Town Clerk's Office  
Monday, April 1, 2019  
Meeting Minutes**

**Present:**

**Members:**

Rich Bidwell, Jon Bondy, Matt Gillilan, Christine E. Nilsen

**Guests:**

Christina Degraff-Murphy, Tim Nulty, Sue Snyder, Aimee Tinker

**1) Call to Order**

Jon called the meeting to order at 7:00pm.

**2) Regular Board Business**

Sue Snyder came to share concerns over vehicles speeding on School Road, as many children walk to/from school including hers. She inquired about utilizing a flashing speed limit sign and potentially having a sheriff presence. The Board shares her concerns and will look into possible options for signage and enforcement.

The Board and Mansfield Fiber (MF) signed a lease agreement (attached) for a portion of land at the Town Office property. Matt suggested that MF look into getting a Knox Box for emergency services to access the building in the event of a fire. MF will keep the Town Clerk apprised of the project as it progresses.

The Board continued their discussion of the proposed loan to MF. A community committee will be formed to study this proposal in greater detail.

The Listers would like to have the Select Board hire two assistants to help them with assessing properties. These assistants would have all the responsibilities of a Lister with the exception of voting during meetings and signing documents. Jon made a motion to hire Diane Dayvie and Chris Ringer as Lister Assistants at the same rate of pay as the Listers. Christine seconded. The Board unanimously approved the hiring of Diane and Chris.

Chris Dodge, Principal of Fletcher Elementary School, submitted a quote for \$918.00 for a new wireless receiver/tuner and microphones for the school. The Select Board unanimously agreed to partner with the school on this purchase as the Town utilizes the gym and this equipment at Town Meeting each March, and will pay half of this submitted quote. *AN*

The Board discussed the possibility of suing the general contractor for the Town Office building, after learning from ~~the Town~~ attorney that the statute of limitations is 6 years for negligence. The Board would like to compile a detailed listing of all issues since the building was completed, phone calls/emails to contractors, and the results of those contacts. This will be discussed further at a future meeting.

**Road Report:**

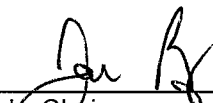
Matt has been working with Bethany from Regional Planning to secure grant money for the box culvert project on River Road. The RFP's for paving on Buck Hollow Road went out today to seven area companies. Matt will have new truck options ready to present at the next meeting.

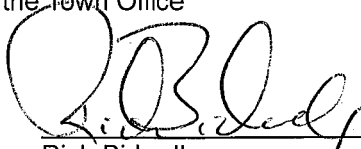
**3) Adjourn**

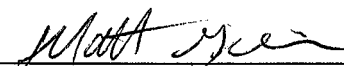
Meeting adjourned at 9:13pm.

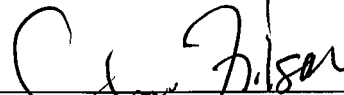
Upcoming Meetings:

**Regular Meetings:** Monday, April 15, 2019 at 7:00pm at the Town Office

  
\_\_\_\_\_  
Jon Bondy, Chair

  
\_\_\_\_\_  
Rich Bidwell

  
\_\_\_\_\_  
Matt Gillilan

  
\_\_\_\_\_  
Christine E. Nilsen

## Hub Lease Agreement

This Lease is made this 1st day of April, 2019 by and between Mansfield Community Fiber, Inc. ("Tenant") and the Town of Fletcher ("Landlord"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: a parcel of land that is 360 square feet located on the Fletcher Town Hall property in the Town of Fletcher, Vermont (the "Premises"). The Premises shall be generally located in the area of the south east corner of the Town Hall property as shown in Exhibit A hereto, with a precise location as reasonably agreed upon by the parties. The parties understand that the Premises shall be laid out as a rectangle 23ft x 13ft which will house the main hub building (as defined in paragraph 4 below) and a smaller rectangle 5ft x 6ft adjacent to the back (south side) of the of the hub building which will house the back-up generator and propane fuel tank (the "Premises").
2. The term of the Lease shall be for fifteen (15) years, commencing on 1 April 2019 and ending on 30 March 2034. This Lease shall be automatically renewed for successive renewal terms of fifteen (15) years each unless either party shall notify the other in writing at least twenty-four (24) months prior to the end date cited above that this lease shall not be so renewed.
3. Tenant shall pay to Landlord, as rent, for the first year of this Lease, the annual amount of \$900 payable in equal monthly installments of \$75 per month. Such monthly rent shall be paid in advance, on or before the 1st day of each month during the term of this Lease commencing upon 1 May 2019. The rent shall increase annually by 1% upon each anniversary of this Lease.
4. Tenant shall use and occupy the Premises for the sole purpose of housing and maintaining Tenant's telecommunications equipment in compliance with local, state and federal laws and regulations. Tenant, at its sole cost and expense, shall obtain all necessary local, state and federal permits and approvals to construct, maintain, repair and replace a hub building on the Premises with dimensions of approximately 22 feet by 12 feet and an adjacent back-up generator and fuel tank which will require 30 square feet (the "Hub Building"). Said dimensions and location of the "Hub Building" are depicted on the attached Exhibit A. The Hub Building shall be designed to be consistent with the design of the Town Hall building, and Landlord shall have an opportunity to review and approve the final design, which approval shall not be unreasonably withheld or unduly delayed. Tenant is hereby granted a license by Landlord to access the Premises over the Fletcher Town Hall property, and to locate, install, maintain, and replace fiber optic cable, other communications cables and conduit under the Fletcher Town Hall Property to the Hub Building. Landlord understands and agrees that the Hub Building will be insulated, heated, cooled, secured, and powered by regular electric services as well as an on-site emergency back-up generator. Tenant shall be responsible for the cost of all utility services provided to the Hub Building. Tenant, at its sole cost and expense, shall be responsible for constructing and occupying the Hub Building consistent with all necessary local, state and federal permits and approvals.

5. Beyond that specified in paragraph 4 above, Tenant shall not make any alterations, additions or improvements to the premises subsequent to occupancy without the prior written consent of the Landlord.
6. Tenant shall purchase at its own expense general liability insurance in the amount of \$1M/\$5M and fire and hazard insurance in the amount of \$50,000.00 for the Premises and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.
7. In the event that Tenant is unable to obtain or maintain any necessary local, state or federal permits or approvals as specified in paragraph 4 above, Tenant shall thereafter be permitted to terminate this Lease upon thirty (30) days written notice to Landlord.
8. Tenant shall not permit or commit waste to the premises.
9. Landlord and Tenant shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
10. Except for those activities that are expressly permitted by the terms of this Lease, Tenant shall not permit or engage in any activity that will affect an increase in the rate of insurance for the Building in which the Premises is contained nor shall the Tenant permit or commit any nuisance thereon.
11. Tenant shall not sublet or assign this Lease without the prior written consent of the Landlord, which consent may not be unreasonably withheld, provided, however, that Tenant may assign this Lease upon notice to Landlord to an entity that acquires or is wholly owned by Tenant.
12. At the end of the term of this Lease, the Tenant, at its sole cost and expense, shall remove the Hub Building and any equipment that it installed on the Premises, and surrender and deliver up the Premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
13. Any notice, demand, request, or consent that either party desires or is required to be given by the Lease shall be in writing and shall be deemed sufficient if sent by United States Certified Mail or via reputable overnight delivery service to the following:

Landlord:

Town of Fletcher  
33 Shaw Road  
Cambridge, VT 05444

Tenant:

Mansfield Community Fiber, Inc.  
PO Box 1084  
Jericho, VT 05465

All such notices shall be deemed given on the date of receipt at the applicable address as evidenced by the return receipt

14. (a) To the extent not prohibited by applicable law, Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, demands, liabilities, losses, costs, expenses, and damages for anything whatsoever, arising from or out of the Tenant's use or occupancy of the Premises or the use and occupancy thereof by Tenant's agents, employees, servants, customers, or invitees. Landlord shall not be liable to Tenant or to its agents, servants, employees, customers, or invitees for any damage to person or property caused by any act, omission, or neglect of any thereof. The foregoing shall not be construed as an agreement by Tenant to indemnify Landlord against or from the negligence of Landlord or Landlord's agents, servants, employees, customers, or invitees.

(b) To the extent not prohibited by applicable law, Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all claims, demands, liabilities, losses, costs, expenses, and damages for anything whatsoever, arising from or out of the Landlord's use or occupancy of the Premises or the use and occupancy thereof by Landlord's agents, employees, servants, customers, or invitees. Tenant shall not be liable to Landlord or to its agents, servants, employees, customers, or invitees for any damage to person or property caused by any act, omission, or neglect of any thereof. The foregoing shall not be construed as an agreement by Landlord to indemnify Tenant against or from the negligence of Tenant or Tenant's agents, servants, employees, customers, or invitees.

15. In the event of a default under this Lease and in the event that such default is not cured within 30 days from the date of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Lease without further liability to the non-defaulting party and shall have the right to undertake any or all other remedies permitted by Law or Equity, provided, however, that if the default is of such a nature that cannot be reasonably cured in such thirty (30) days period and if the defaulting party is diligently proceeding with curing such default, the time for curing such default shall be extended for a period of time as may be reasonably necessary to complete such cure. Notwithstanding anything contained in this Agreement that may be to the contrary, under no circumstances shall either party be liable to the other party for any special, incidental, consequential, punitive or exemplary damages, including without limitation lost profits.

16. This Lease constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

17. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. In the event legal action or litigation is required to enforce any provision of this Lease Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the other party.

19. This Lease shall be governed under law of the State of Vermont and exclusive jurisdiction shall lie with the Vermont Superior Court.

20. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

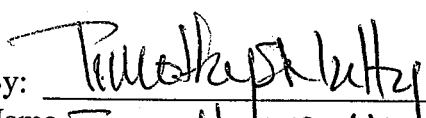
IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first written above.

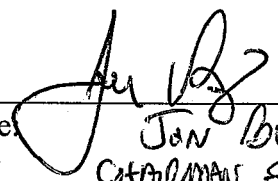
Tenant

Landlord

Mansfield Community Fiber, Inc.

Town of Fletcher

By:   
Name: Timothy E. NULTY  
Title: C.E.O.  
Date: April 1, 2019-

By:   
Name: Jan BONDY  
Title: CHAIRMAN SELECT BOARD  
Date: 1 APRIL 2019

# EXHIBIT A

