

**Grafton, Vermont**  
**Results of Special Town Meeting**  
**April 8, 2019**

Pursuant to a warning duly posted and recorded, the legal voters of the Town and Town School District met at the Grafton Elementary School in Grafton, Vermont on April 8, 2019 and took action on the following articles with these results.

Moderator David Ross called the meeting to order at 7:08 pm. He announced that the meeting would be conducted in accordance with the laws of the State of Vermont and Robert's Rules of Order. He noted that voters may vote to overrule Robert's Rules and the Moderator, but not state law. He said that his role was to help voters accomplish the business they intended and urged all to ask clarifying or point-of-order questions. The Moderator said that if a voter wished to speak, he should raise his/her hand, be recognized, stand and identify himself/herself for the record before asking the question. Persons who are not registered voters cannot vote and cannot address the meeting without permission by the voters and the Moderator asked non-voters to stand and be recognized. The Moderator said he would impose a five-minute limit for each speaker; there were no objections.

The Moderator noted that the one item of business addressed the sale of the school building to the town and discussion should be limited to that item and not include the broader issue of Act 46 or school consolidation; that discussion may take place during Article 2, the non-binding business portion of the meeting.

ART. 1 It was moved by Joe Pollio, seconded by Norm Robertson, that the town of Grafton buy the Grafton Elementary School building and land possessed by the Grafton School District from that District for \$1 and lease said building and land back to the Grafton School District (and any successor district) for 99 years at \$1 per year, with the following provisos:

- 1) That the District, or its successor District or entity, must maintain the building and keep it (and any expansion of new buildings) in good repair, and;
- 2) That the building and grounds be used for the direct provision of classroom educational services for students resident in at least the town of Grafton, Vermont, with appropriate penalties for its being used for any other purpose that does not include the provision of such direct educational services. Students from adjoining towns (such as, but not limited to, Athens, Vermont) may share in its use without violating the provision of this agreement.

The Moderator offered the opportunity for discussion. Town administrator Bill Kearns noted for the record that the meeting had been appropriately warned, posted in the required locations and published in the *Rutland Herald* on beginning on March 9, 2019 and for 30 days thereafter.

It was then moved by Bill Kearns, seconded by Josh Hearne, to amend Article 1, Subparagraph 2 to read:

“2) That the building and grounds be used for the direct provision of classroom educational services for students resident in at least the Town of Grafton, Vermont, and for municipal use of the Premises, in accordance with past custom during Lessee’s prior ownership of the Premises, with appropriate remedies for its being used for any other purpose that does not include the provision of such direct educational services. Students from adjoining towns (such as, but not limited to, Athens, Vermont) may share the use without violating the provision of this agreement.”

Kearns noted that this language had been approved by town attorney Robin Stern on April 8, 2019. He said he offered the amendment to clarify that the school building could continue to be used for other purposes such as town meetings, etc.

It was then moved by Jack Bryar, seconded by Norm Robertson, to replace Article 1 to read as follows:

“Shall the Town and School Districts of Grafton, Vermont authorize the Grafton School Board to sell, and the Grafton Select Board to purchase, the Grafton Elementary School building and grounds to the town of Grafton for an amount not to exceed one dollar, and further authorize them to negotiate a leaseback arrangement to the benefit of our community’s citizens and children.”

The Moderator noted that this second motion was considered a substitute motion and voters could discuss both motions and dispense with one of them through voting at the appropriate time. He offered the opportunity for discussion.

School board chair Jack Bryar said that he offered the substitute motion because both boards were still in the middle of a negotiation and he was in favor of allowing that negotiation to conclude.

Kearns said he didn’t have an objection to the substitute motion but he didn’t think more time was needed and in fact, time was of the essence because the new district board was scheduled to be organized at a Special Meeting on April 10, 2019; after that meeting, it would be too late to take action. Kearns said that town attorney Robin Stern recommended moving ahead and letting the courts take action in the future.

In response to a question about the April 10<sup>th</sup> meeting, Bryar explained that meeting was to convene the new school district, which in fact already existed by law and no action taken at that meeting would change the legal status of the district. He said that the school board’s attorney Larry Slason and the state think this action cannot be taken at this current Special Town Meeting before the Articles of Agreement are adopted at the April 10<sup>th</sup> meeting. Bryar reminded voters that both Robin Stern and Larry Slason represent all the voters.

Selectman Allan Sands said that the select board’s concern was that if a new district were formed, that district would own the school building and grounds but that for one dollar, the Grafton taxpayers would own the building so that if a few years hence for example, if the

Westminster School needed an addition, the district could sell the Grafton School to help pay for it.

The Moderator asked if there were any objection to Superintendent Chris Pratt speaking (Pratt is a non-voter) and there were no objections. Pratt asked for clarification regarding an amendment and making a substitution since the meeting had been warned in a specific way. The Moderator ruled that the amendment and substitute motion were within the framework of what was warned and that amendments within the realm of what had been warned are acceptable.

The Moderator offered the opportunity for further discussion. Mary Beth Culver asked that if the town did indeed buy the school building, then lease it back to the school district, could the town break out of the lease? Kearns said that would be up to the voters and that it would then be up to voters where the town's students would go to school. There was some discussion about the building becoming a private school in the future. Bryar said that the building had been paid for by Grafton taxpayers, who have an interest in the building. He began to speak about Westminster's stake and the Moderator ruled his remarks were out of order, in that they pertained to the merger.

The Moderator asked if voters were ready to vote on the substitute motion, which he re-read. He explained that if voters voted in favor of it, the first amendment and original article would no longer need to be addressed. Kearns asked when discussion of negotiating a lease would take place if that were the case; the Moderator said that opportunity had been given to that discussion and voting on a lease had not been included in the meeting warning, except for those aspects in the original article. He said that if the substitute motion passed, then the voters' work would be completed and would accomplish what the meeting had been warned to do. If that motion were voted down, the original article and amendment would be addressed.

Nancy Merrill asked that if the substitute motion is voted on, wouldn't it then be up to the school and select boards to negotiate the lease.

It was then moved by Bill Kearns, seconded by Joe Pollio to amend the substitute motion to include at the end "...with negotiations to take place immediately following this meeting."

The Moderator reread the substitute motion as amended: "Shall the Town and School Districts of Grafton, Vermont authorize the Grafton School Board to sell, and the Grafton Select Board to purchase, the Grafton Elementary School building and grounds to the town of Grafton for an amount not to exceed one dollar, and further authorize them to negotiate a leaseback arrangement to the benefit of our community's citizens and children with negotiations by both boards to take place immediately following this meeting."

The Moderator called for a vote. Motion passed by voice vote.

## ART. 2 Non-binding business

Bryar reminded voters to attend the meeting at BFUHS on April 10 at 6 pm and said that those who showed up would get to decide what the new district looked like.

Kearns told the meeting that the Walker Bridge (at Fisher Hill Road) needed extensive repairs and that it would cost \$4 million, with the town's share at \$400,000. The bridge would then meet current state hydraulics and hydrology standards, which would be necessary if there were a future disaster and FEMA funds were needed. (FEMA would not allow the town to upgrade the bridge in that event.) There was a brief discussion outlining major concerns about having no bridge at that location for up to 120 days. The project would not happen for a few years but the select board plans to hold a public hearing in May with VTrans in attendance to answer questions and address concerns.

There being no further business, the Moderator adjourned the meeting at 8:05 pm.

Respectfully submitted,

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Wendy Martin, Assistant Town Clerk



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David Ross, Moderator



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Selectman