

**TOWN OF ANTRIM – BOARD OF SELECTMEN'S MEETING MINUTES  
AUGUST 19, 1998**

**PRESENT:** This was a meeting between the Towns of Antrim (Chairman Carol Smith, Selectmen Timothy Seeger and Denise Dargie, Road Agent Bob Varnum and Town Administrator Kelley Collins), Bennington (Selectman John Cronin and Administrative Assistant Bill Reid) and Francestown (Selectmen Alan Thulander, Scott Carbee & Paul St. Cyr) and Legal Counsel Bart Mayer

**MEETING CALLED TO ORDER:** Antrim Chairman Carol Smith called the meeting to order at 7:05 a.m.

**Bennington Highway Garage Agreement**

The members present agreed to nail down the Bennington Highway Garage agreement. The general discussion is that the agreement is adequate with the exception of the survey map requires meets and bounds. Bennington maintains the exclusive use of this portion of the property and has responsibility for maintaining the access road to this point. Antrim and Francestown will be held harmless from any liability arising out of the operation of the Highway Garage. Selectman Seeger asked if the final plan will be recorded at the Registry of Deeds. After some discussion it was decided that the plan will NOT be recorded. Discussion also took place regarding the fact that all three Towns will maintain the access road at their original percentages if road needs to be moved because of the drop in grade from materials being excavated. Bennington alone will bear any cost if they want to move the road solely for convenience with regard to Highway Garage.

**Tri-Town Landfill Excavation Agreement**

The question was asked whether all in attendance are ready to accept Tom Sweeney's assessment of materials. Attorney Mayer noted that his agreement, as crafted, assumes that we do not necessarily agree on assessment of material. Paragraph 11 actually calls for accounting after 500,000 cubic yards are removed.

**Monitoring Issue** – Attorney Mayer pointed out that monitoring appears to be a big issue. He specifically presents three ways to deal with monitoring:

1. No one goes in to excavation area except Towns (this is the best choice for accountability but presents a hardship for Bennington who barter more material than other Towns)
2. No one goes in to excavation area unless they are accompanied by a representative from a Town (again, good accountability but who really has the manpower for this)
3. We can continue as we are doing now.

Attorney Mayer is looking for an alternative since none of these options is acceptable to all three towns. An additional choice was brought up that the three Towns could hire an employee to be on-site. This would also require implementation of a requisition system. The Town would issue a requisition and the trucker (Town or private) would show requisition to the employee at the gate (a locking gate would be installed) and the Towns would then reconcile the requisition forms to the tally sheets on a monthly basis.

The Antrim Road Agent, Bob Varnum, noted that Francestown is not including crushed in its tally sheets. Once material is removed from the esker and processed, it is not available to the other two Towns.

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Selectman Alan Thulander would like to see some kind of work up of the financial costs of hiring an employee. He does not totally support an employee however, he has no alternative to suggest at this time.

**Sale to private entity.** This agreement will preclude one Town from selling their interest to a private person or privately held company. This keeps Towns from owning the excavation in common with a “for profit” company.

Processed material will be included on the tally sheet – as processed.

Bill Reid from Bennington will get a price on erecting a locked gate at the beginning of the excavation site.

There will be a clause added to the agreement that notes that bartered material will not be taxable.

Loam has not been addressed as a material with value. The agreement is that the loam will be useful for reclamation therefore loam/topsoil cannot be removed from the site without the written agreement of all three communities.

**Timbering** – each Town would be entitled to their share (original percentages) of any revenue from timbering. Most timbering will be bartered away to pay for the opening of the esker.

Agreement refers to “Bennington’s Earth Excavation Policy”. Attorney Mayer suggests that instead of attaching a copy of this policy we simply add the term, “as amended from time to time.”

Attorney Mayer intends to re-craft the document with these changes, and have revisions out to the Towns by the end of the week. He would appreciate a note with changes or a note saying Boards have no further revisions.

**General Concepts**


The gate will go up immediately with only Towns having access for the time being.

Scott Carbee will be looking into a draft to use as a requisition form.

**ADJOURNMENT:**

There being no further business to come before the Boards, the meeting adjourned at approximately 9:30 a.m.

Submitted by

  
Kelley A. Collins  
Town Administrator - Antrim