

Thank you for the opportunity to discuss this important issue.

As we all now know, the town signed a purchase agreement to purchase land from one of our three Selectboard members, Brad Rafus, for close to \$100,000 on November 19, 2019. This price will easily go up with all the fees, licenses, and surveys that the town is on the hook for. In my, and many others', opinion this was done through a misuse of the "executive session" exception to Vermont's Open Meeting laws. At no time prior to the November 19th meeting (where the "purchase agreement" was signed) was there any mention that this property was owned by Brad Rafus, one of our own Selectboard members. In addition no mention in any Selectboard meeting was there any reference to any property that the town was considering purchasing. I believe any purchase of this size would warrant full disclosure prior to signing an agreement. The purchase of this land amounts to 10% of the annual town budget, yet there is no line-item in the Annual Report mentioning such a purchase. It isn't even clear which budget line item the land purchase will be booked against. I think it is buried in the sand and gravel line items. **Most importantly, I have not see any analysis that describes how the town agreed to the purchase price or how much gravel and sand is on the property.**

In addition, the "purchase agreement" is very strange as it pays the deposit directly to the seller versus being held in escrow, which is standard operating procedure for any property transaction. Furthermore, the fact there is no "financing contingency" is not in the town's best interests. Often, "financing contingencies" are a standard way to back away from a real estate deal. Why our town lawyer would agree to removing a "financing contingency" is strange. Finally, the property in question, I believe, has no direct road access. It depends on a right of way from the Rafus' themselves that is already in place for access to the old town landfill.

I would like to see how that right of way is codified in writing and when it was made and whether any compensation was paid to the Rafus' for the right of way. I would also like to know why the town has paid for the option to purchase Rafus' remaining land? If there is a current legally binding right of way already in place, why would the town pay for a house? It's not clear to me that the Rafus property can even be subdivided into two conforming properties with the proper road frontage and lot requirements.

There is also no disclosure in any Selectboard notes where Brad Rafus recuses himself from any land discussion or road budget discussion. I would argue that it is **impossible** for Mr. Rafus to recuse himself from road budget matters as he is Road Supervisor, Road Commissioner and a Selectboard member. The road budget is 75% of the town budget. In 2016-17, Mr. Rafus **repeatedly** recused himself **on the record** when the town was surveying property lines that involved his property. Why would he repeatedly recuse himself from a much smaller conflict of interest, but not one that involves a \$100,000 land purchase of his own land? The Selectboard says that Rafus recused himself, but there is nothing in the record that substantiates this. Missing a meeting because he was plowing does not amount to a recusal. **Recusals are big deals and should be on the record. They should include who is recusing and what they are recusing from.**

So, to me, it simply does not "ring true" that the Selectboard did not proactively bury this \$100,000 transaction, as well as the fact that the owner was Brad Rafus, one of our own Selectboard members.

This is a big and complex matter that requires more analysis; both for the merits of the transaction itself and for the process the town Selectboard followed before signing the agreement.

In closing, I would like to see the Selectboard pass a motion to immediately retract the town's offer to purchase this land. If the Selectboard still believes there is \$100,000 worth of gravel and sand on the Rafus property, I would like to see a licensed, qualified engineer conduct a thorough analysis of the gravel quality and quantity on the property and present that full report in Open Meeting. This report must take into account all legal and regulatory issues that define exactly what parts of the property are able to be disturbed as well as a survey to define property lines. It may very well turn out that only a small portion of the 10 acre property is usable for extraction. I would also request that this assessment be conducted by a **truly independent** engineer, one that has not had anything to do with this property in the past, **nor has been retained by the Town of Halifax** for any professional services in the last 10 years. It must be someone independent. Finally, I would request that the town **NOT** pay for this new assessment and that seller should bear all fees associated with such an analysis. If the seller is selling gravel, they should bear the burden of describing in convincing detail what they are selling.

Thank You.
Bob Teree