

**Town of Pomfret**  
**5218 Pomfret Road**  
**North Pomfret, VT 05053**  
**Agenda for September 17, 2014 Selectboard Meeting**  
**Meeting to be held at the Town Offices**

**6pm – Site Visit at 2346 Bartlett Brook Road**

Review location of proposed power line to repeater

**7pm – Meeting at the Town Offices**

1. Call to Order
2. Review of Agenda
3. Public Comment
4. Treasurer's Report
  - (a) Review and action on warrants for payment ([See attached pages 2-6](#))
5. Road Foreman's Report
  - (a) Update on activities
    - i. Road grading
    - ii. Barber Hill Road Bridge
    - iii. Paving
    - iv. Scraper truck
    - v. Centerline painting
    - vi. Cracksealing
    - vii. Sand prices
    - viii. Salt contract with Cargill
  - (b) Contract for culvert replacement at 7090 Pomfret Road ([See attached pages 7-9](#))
  - (c) Inspection Report of Bridge #16 on Pomfret Road over Mill Brook ([See attached pages 10-12](#))
6. Unfinished Business
  - (a) Emergency Services antenna/repeater
  - (b) Update on Town Hall: roof, clapboards, fire code issues, and long-term capital improvements
  - (c) Dog Ordinance ratification of prior vote ([See attached pages 13-18](#))
7. New Business
  - (a) Attorney's fees request by Mike Barcomb
  - (b) Process for preparing Local Hazard Mitigation Plan and flood hazard regulations ([See attached pages 19-22](#))
  - (c) Designation of voting delegate at Vermont League of Cities and Towns (VLCT) Annual Business Meeting on October 9, 2014 ([See attached pages 23-24](#))
  - (d) Public Service Board Petition for solar installation by SunCommon at Clifford property ([See attached pages 25-40](#))
8. Other Business
9. Minutes of prior meetings: consider approval of minutes of August 20, 2014 Meeting ([See attached pages 41-43](#))
10. Public Comment
11. Adjournment

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
1050	ALL STATES ASPHALT INC	1056409 4160 gal chloride	3577.60	0.00	3577.60	9106	09/17/14
1060	ANYTHING PRINTED	30497 signs, Barber hillprojec	92.70	0.00	92.70	9107	09/17/14
1090	B-B CHAIN	41815 chains	2730.00	0.00	2730.00	9108	09/17/14
1090	B-B CHAIN	BB41683 shop tools	69.00	0.00	69.00	9108	09/17/14
1150	BLUE CROSS & BLUE SHIELD	14-612-3598 health ins premium	2887.92	0.00	2887.92	9109	09/17/14
1272	CASELLA WASTE SERVICES	121541 garage trash	25.00	0.00	25.00	9110	09/17/14
1430	DEAD RIVER COMPANY	158/7-24-14 20.6 gal gas, teagoFD	114.94	0.00	114.94	9111	09/17/14
1500	ECONO SIGNS, LLC	10-917164 road signs	366.87	0.00	366.87	9112	09/17/14
1595	FAIR POINT COMMUNICATIONS	1125 9-3-14 Teago FD phone	121.82	0.00	121.82	9113	09/17/14
1595	FAIR POINT COMMUNICATIONS	2767.9-3-14 garage phone	73.79	0.00	73.79	9113	09/17/14
1595	FAIR POINT COMMUNICATIONS	3681.9-3-14 town off phone 3861	113.29	0.00	113.29	9113	09/17/14
1595	FAIR POINT COMMUNICATIONS	PESC 9-3-14 3730 Pomf FD phone	135.02	0.00	135.02	9113	09/17/14
1620	FASTENAL COMPANY	54029 shop parts	103.65	0.00	103.65	9114	09/17/14
1620	FASTENAL COMPANY	54181 shop parts	37.74	0.00	37.74	9114	09/17/14
1755	GREEN MOUNTAIN POWER	2025-8-28-14 Teago FD elec	56.81	0.00	56.81	9115	09/17/14
1755	GREEN MOUNTAIN POWER	7373-8-28-14 Pomf FD elec	83.22	0.00	83.22	9115	09/17/14
1755	GREEN MOUNTAIN POWER	8-28BRICK brick bldg elec	21.86	0.00	21.86	9116	09/17/14
1755	GREEN MOUNTAIN POWER	8-28GARAGE garage, monthly elec	48.89	0.00	48.89	9116	09/17/14
1755	GREEN MOUNTAIN POWER	8-28OFFICES town offices elec	152.21	0.00	152.21	9116	09/17/14
1755	GREEN MOUNTAIN POWER	8-28TOWNOFF town hall elec	28.16	0.00	28.16	9116	09/17/14
1790	HARRINGTON ENGINEERING, INC.	0914-009 2nd eng bill, Barber Hil	691.00	0.00	691.00	9117	09/17/14
1870	HOOK CONSTRUCTION	BARBER2 bill 2 of 5, Barber hill	38226.00	0.00	38226.00	9118	09/17/14
1890	IDS	15-011 purchase dog tags	117.30	0.00	117.30	9119	09/17/14
1910	IRVING OIL CORPORATION	852363 269.8 gal diesel	885.57	0.00	885.57	9120	09/17/14
2150	MICHAEL S. REESE	CK 8562 replace lost check 8562	153.91	0.00	153.91	9121	09/17/14
8001	NEW ENGLAND FORESTRY FOUNDATIO	3206-AL refund tax overpayment	5.08	0.00	5.08	9122	09/17/14
2350	OX HILL CONSTRUCTION, LLC	853 cem contr, 4of4 pmts	1100.00	0.00	1100.00	9123	09/17/14
2350	OX HILL CONSTRUCTION, LLC	854 contr, TOff, 3 of 4 pmnt	237.50	0.00	237.50	9123	09/17/14
2380	PIKE INDUSTRIES, INC.	773366 Barber Hill, 64.55 ton s	1174.81	0.00	1174.81	9124	09/17/14
2670	STAPLES CREDIT PLAN	9-8-14 BILL town office supplies	207.91	0.00	207.91	9125	09/17/14
2705	TDS LEASING INC.	1047306 copier lease	94.25	0.00	94.25	9126	09/17/14
8002	TIANA BARCOMB	3805 tax refund overpayment	447.48	0.00	447.48	9127	09/17/14
2880	UPPER VALLEY EQUIPMENT RENTALS	70127 roller rental-sessions m	901.00	0.00	901.00	9128	09/17/14
2930	VERIZON	9730934656 garage cell phone	49.55	0.00	49.55	9129	09/17/14
3000	VLCT	2014-15211 MWarner, open meet law	60.00	0.00	60.00	9130	09/17/14
3040	VLCT UNEMPLOYMENT INS. TRUST,	16974-Q4 4th Qtr billing	310.00	0.00	310.00	9131	09/17/14
3320	WINDSOR COUNTY SHERIFF DEPT.	M17-7-14 patrol services, Aug	1574.50	0.00	1574.50	9132	09/17/14

09/15/14  
12:31 pm

TOWN OF POMFRET Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 09/17/14

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount
1050	ALL STATES ASPHALT INC	1056409	09/10/14	09/17/14	01	4160 gal chloride	3,577.60	0.00	0.00
		150-7-20-75-650.015	Chloride						
1060	ANYTHING PRINTED	30497	09/10/14	09/17/14	01	signs, Barber hillproject	92.70	0.00	0.00
		150-7-50-93-630.000	Bridge #34 Barber Hill Ro						
1090	B-B CHAIN	41815	09/15/14	09/17/14	01	chains	2,730.00	0.00	0.00
		150-7-30-80-330.020	Tires & Chains						
		BB41683	09/10/14	09/17/14	01	shop tools	69.00	0.00	0.00
		150-7-30-80-330.015	Shop, oil, small tools et						
Total For B-B CHAIN							2,799.00	0.00	0.00
1150	BLUE CROSS & BLUE SHIELD	14-612-3598	09/12/14	09/17/14	01	health ins premium	2,887.92	0.00	0.00
		100-2-00-00-100.020	Health Ins Payable						
1272	CASELLA WASTE SERVICES	121541	09/12/14	09/17/14	01	garage trash	25.00	0.00	0.00
		150-7-40-83-410.000	Garage Utilities						
1430	DEAD RIVER COMPANY	158/7-24-14	09/10/14	09/17/14	01	20.6 gal gas, teagoFD	114.94	0.00	0.00
		100-7-30-40-610.002	EmergVehicle gasoline						
1500	ECONO SIGNS, LLC	10-917164	09/10/14	09/17/14	01	road signs	366.87	0.00	0.00
		150-7-20-75-650.040	Signs, snow Fence & posts						
1595	FAIR POINT COMMUNICATIONS	1125 9-3-14	09/15/14	09/17/14	01	Teago FD phone	121.82	0.00	0.00
		100-7-30-40-530.003	Teago FD phones						
		2767.9-3-14	09/10/14	09/17/14	01	garage phone	73.79	0.00	0.00
		150-7-40-83-530.000	Telephone						
		3681.9-3-14	09/10/14	09/17/14	01	town off phone 3861	113.29	0.00	0.00
		100-7-10-30-530.000	Telephone-Internet						
		PESC 9-3-14	09/15/14	09/17/14	01	3730 Pomf FD phone	135.02	0.00	0.00
		100-7-30-40-530.001	Pomfret FD phones						
Total For FAIR POINT COMMUNICATIONS							443.92	0.00	0.00
1620	FASTENAL COMPANY	54029	09/10/14	09/17/14	01	shop parts	103.65	0.00	0.00
		150-7-30-80-330.015	Shop, oil, small tools et						
		54181	09/12/14	09/17/14	01	shop parts	37.74	0.00	0.00
		150-7-30-80-330.015	Shop, oil, small tools et						
Total For FASTENAL COMPANY							141.39	0.00	0.00

09/15/14  
12:31 pm

TOWN OF POMFRET Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount
1755 GREEN MOUNTAIN POWER	2025-8-28-14		09/15/14	09/17/14	01	Teago FD elec	56.81	0.00	0.00
	100-7-30-40-622.000		Electricity						
	7373-8-28-14		09/15/14	09/17/14	01	Pomf FD elec	83.22	0.00	0.00
	100-7-30-40-622.000		Electricity						
** Address Change = New Check **									
GREEN MOUNTAIN POWER									
P O BOX 74									
BRATTLEBORO, VT 05302									
	8-28BRICK		09/10/14	09/17/14	01	brick bldg elec	21.86	0.00	0.00
	100-7-20-35-430.005		Brick Bldg Exp						
	8-28GARAGE		09/10/14	09/17/14	01	garage, monthly elec	48.89	0.00	0.00
	150-7-40-83-410.000		Garage Utilities						
	8-28OFFICES		09/10/14	09/17/14	01	town offices elec	152.21	0.00	0.00
	100-7-10-30-622.000		Town Office Electricity						
	8-28TOWNOFF		09/10/14	09/17/14	01	town hall elec	28.16	0.00	0.00
	100-7-10-65-622.000		Electricity, Town Hall						
Total For GREEN MOUNTAIN POWER							391.15	0.00	0.00
1790 HARRINGTON ENGINEERING, I	0914-009		09/15/14	09/17/14	01	2nd eng bill, Barber Hill	691.00	0.00	0.00
	150-7-50-93-630.000		Bridge #34 Barber Hill Ro						
1870 HOOK CONSTRUCTION	BARBER2		09/12/14	09/17/14	01	bill 2 of 5, Barber hill	38,226.00	0.00	0.00
	150-7-50-93-630.000		Bridge #34 Barber Hill Ro						
1890 IDS	15-011		09/10/14	09/17/14	01	purchase dog tags	117.30	0.00	0.00
	100-6-10-10-320.045		Dog Licenses-Cost						
1910 IRVING OIL CORPORATION	852363		09/12/14	09/17/14	01	269.8 gal diesel	885.57	0.00	0.00
	150-7-30-80-330.000		Diesel						
2150 MICHAEL S. REESE	CK 8562		09/12/14	09/17/14	01	replace lost check 8562	153.91	0.00	0.00
	100-1-00-10-000.000		Checking Account						
8001 NEW ENGLAND FORESTRY FOUN	3206-AL		09/12/14	09/17/14	01	refund tax overpayment	5.08	0.00	0.00
	100-2-00-00-100.040		Due To Taxpayers						
2350 OX HILL CONSTRUCTION, LLC	853		09/10/14	09/17/14	01	cem contr, 4of4 pmts	1,100.00	0.00	0.00
	300-7-94-00-430.000		General Maintenance						
	854		09/10/14	09/17/14	01	contr, TOff, 3 of 4 pmnt	237.50	0.00	0.00
	100-7-20-35-430.000		Grounds Maint						
Total For OX HILL CONSTRUCTION, LLC							1,337.50	0.00	0.00

09/15/14  
12:31 pm

TOWN OF POMFRET Accounts Payable  
Invoice Edit List-Current-Last-Next FY  
Invoices Up To 09/17/14

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2380	PIKE INDUSTRIES, INC.	773366	09/15/14	09/17/14	01 Barber Hill, 64.55 ton st	1,174.81	0.00	0.00
		150-7-50-93-630.000	Bridge #34		Barber Hill Ro			
2670	STAPLES CREDIT PLAN	9-8-14 BILL	09/15/14	09/17/14	01 town office supplies	207.91	0.00	0.00
		100-7-10-30-610.000	Town Officers Supplies					
2705	TDS LEASING INC.	1047306	09/12/14	09/17/14	01 copier lease	94.25	0.00	0.00
		100-7-10-30-740.000	Other New Equip/Copier le					
8002	TIANA BARCOMB	3805	09/12/14	09/17/14	01 tax refund overpayment	447.48	0.00	0.00
		100-2-00-00-100.040	Due To Taxpayers					
2880	UPPER VALLEY EQUIPMENT RE	70127	09/10/14	09/17/14	01 roller rental-sessions me	901.00	0.00	0.00
		150-7-50-93-630.010	Sessions Meadow Project					
2930	VERIZON	9730934656	09/03/14	09/17/14	01 garage cell phone	49.55	0.00	0.00
		150-7-30-80-330.030	Radios & Cellphones					
3000	VLCT	2014-15211	09/12/14	09/17/14	01 MWarner,open meet law	60.00	0.00	0.00
		100-7-10-25-110.002	Selectmen Gen Exp					
3040	VLCT UNEMPLOYMENT INS. TR	16974-Q4	09/01/14	09/17/14	01 4th Qtr billing	310.00	0.00	0.00
		150-7-15-85-520.025	Unemployment Insurance					
3320	WINDSOR COUNTY SHERIFF DE	M17-7-14	09/15/14	09/17/14	01 patrol services, Aug	1,574.50	0.00	0.00
		100-7-30-40-525.000	Sheriff's Patrol					
Report Grand Total						57,076.35	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
150	49,363.17	0.00
100	6,613.18	0.00
300	1,100.00	0.00
	57,076.35	0.00

09/15/2014

TOWN OF POMFRET Accounts Payable

02:46 pm

Check Warrant Report # 200 Current Prior Next FY Invoices

EDesMeules

For checks For Check Acct 01 (General Fund) 9106 To 9132 09/17/14 To 09/17/14

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
Report Total			57,076.35	0.00	57,076.35		

Board of Selectmen

To the Treasurer of TOWN OF POMFRET, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ \*\*\*\*57,076.35  
 Let this be your order for the payments of these amounts.

\_\_\_\_\_  
 Mark Warner, Chair

\_\_\_\_\_  
 Michael Reese

\_\_\_\_\_  
 Philip Dechert

Date signed: \_\_\_\_\_

**AGREEMENT BETWEEN TOWN OF POMFRET, VERMONT  
AND HOOK CONSTRUCTION**

This agreement is by and between Wayne Hook (“Hook”) and the Town of Pomfret, Vermont (“Pomfret”).

Hook and Pomfret, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

- (a) Hook shall complete all Work as specified or indicated in the Contract Documents.
- (b) Pomfret will rebuild the roadway including providing gravel for this purpose.

2. Contract Times:

- (a) All time limits referenced herein are of the essence of the Contract.
- (b) All Work affecting the stream and its flow shall be complete by October 1, 2014.
- (c) All concrete work shall be completed by October 22, 2014.

3. Contract Price: Pomfret shall pay Hook a total of \$97,176.00 for completion of the Work in accordance with the Contract Documents according to the following schedule of payments:

- (a) Start of job – 20% due: \$19,435.20;
- (b) Completion of job: \$77,740.80.

4. Insurance:

- (a) Before commencing work on this Agreement, Hook must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of Hook to maintain current certificates of insurance on file with Pomfret through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Hook for Hook’s operations. These are solely minimums that have been established to protect the interests of Pomfret.
- (b) *Workers Compensation:* With respect to all operations performed, Hook shall carry workers’ compensation insurance in accordance with the laws of Pomfret.
- (c) *General Liability and Property Damage:* With respect to all operations performed under the contract, Hook shall carry general liability insurance having all major divisions of coverage including, but not limited to:
  - i. Premises – Operations
  - ii. Products and Completed Operations
  - iii. Personal Injury Liability
  - iv. Contractual Liability
  - v. The policy shall be on an occurrence form and limits shall not be less than:
    - A. \$1,000,000 Per Occurrence
    - B. \$1,000,000 General Aggregate
    - C. \$1,000,000 Products/Completed Operations Aggregate
    - D. \$50,000 Fire/ Legal/Liability
  - vi. Hook shall name Pomfret and its officers and employees as additional insureds for liability arising out of this Agreement.
- (d) *Automotive Liability:* Hook shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

- (e) Hook shall name Pomfret and its officers and employees as additional insureds for liability arising out of this Agreement.

5. Contractor's Representations: In order to induce Pomfret to enter into this Agreement, Hook makes the following representations:

- (a) Hook has examined and carefully studied the Contract Documents and other related data identified in the Bid documents.
- (b) Hook has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.
- (c) Hook is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- (d) Hook has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Hook, including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by Hook, and safety precautions and programs incident thereto.
- (e) Hook does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- (f) Hook is aware of the general nature of work to be performed by Pomfret and others at the site that relates to the Work as indicated in the Contract Documents.
- (g) Hook has correlated the information known to him, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (h) Hook has given Pomfret written notice of all conflicts, errors, ambiguities or discrepancies that Hook has discovered in the Contract Documents, and the written resolution thereof by Pomfret is acceptable to Hook.
- (i) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- (j) Hook represents that any changes to terms and specifications in the Work or plans must be mutually agreed to in writing.

6. Contract Documents:

- (a) The Contract Documents consist of the following attached documents:
  - i. Invitation for Bids, Project Number: VT13-D4-FAS0166-54, including Addenda 1 & 2;
  - ii. Debarment and Non-Collusion Affidavits;
  - iii. Pomfret TH #1, Culvert Replacement including Notes, General Notes, Title Sheet, Index and General Notes, Detail Sheet, Typical Sections-State Specifications and Standards;
  - iv. Hydrology Study dated 7-11-13 by Leslie Russell, P.E., Hydraulics Project Supervisor, VT Agency of Transportation;
  - v. State of Vermont Authorization to Conduct Stream Alteration Activities, Project Number SA-SE-039—2014 Pomfret TH 1 Pomfret Rd, Culvert Replacement; and
  - vi. US Army Corps of Engineers, Category 1 Self-Verification Form.

7. Assignment of Contract: No assignment by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of Hook sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
  
8. Successors and Assigns: Pomfret and Hook each binds itself, its partners, successor, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
  
9. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Pomfret and Hook who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

TOWN OF POMFRET, VERMONT

By: \_\_\_\_\_  
Michael Reese, Road Commissioner

\_\_\_\_\_ Date

\_\_\_\_\_  
Wayne Hook

\_\_\_\_\_ Date

State of Vermont  
Program Development - Structures Section  
One National Life Drive [phone] 802-828-2621  
Montpelier, VT 05633-5001 [fax] 802-828-3566  
[www.aot.state.vt.us](http://www.aot.state.vt.us) [ttd] 800-253-0191

Agency of Transportation

July 11, 2014

Mr. Mark Warner, Selectboard Chair  
Town of Pomfret  
c/o Ms. Becky Fielder, Town Clerk  
5218 Pomfret Road  
North Pomfret, VT 05053

**RE: Pomfret, bridge #16 on TH 1, FAS 166 over Mill brook**

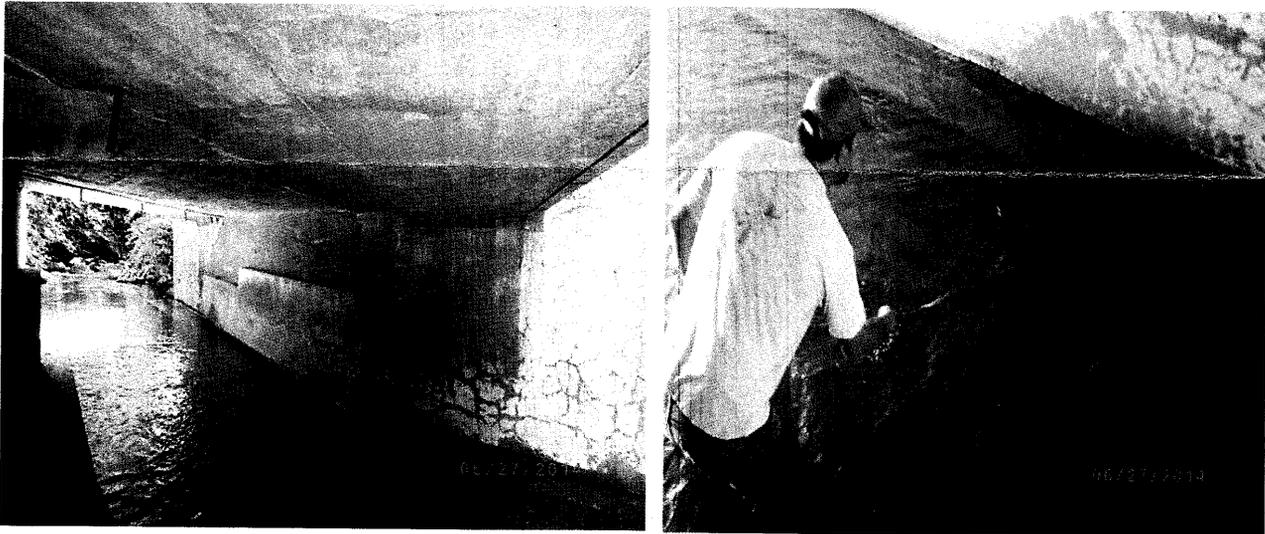
Dear Mr. Warner:

The Federal National Bridge Inspection Standards require inspection of all publicly owned bridges over 20 feet in length on a 24 month cycle. A two-member team performs the inspection, with at least one member specially trained for this work. The Agency of Transportation provides this inspection in the interest of public safety and as a service to the municipalities with the cost shared between the Federal government and the State.

The above referenced structure is a concrete slab spanning Mill brook. During a recent inspection, the following problems were noted which are in need of attention.

- Abutment #2 (south) is undermined from below centerline of roadway extending to its downstream end. The void is roughly 20 feet long by 6" deep and extends back in from the front face of the footing as much as 4' to 7' in some areas.

Based on these findings, it is recommended that the void below the abutment be filled and channel protection added to prevent possible abutment settlement. Since the waterway channel is quite narrow, pouring a concrete invert below the bridge across the channel (from footing to footing) should be considered to deter the chronic scour action.



To: Town of Pomfret  
Date: July 11, 2014  
RE: Pomfret, bridge #16 on FAS 166 over Mill brook  
Page 2

This structure is owned by the town and as such is the responsibility of the town. **Failure to comply with the recommendations may compromise public safety, result in additional damage, and/or substantially reduce the service life of the structure.**

Even though a bridge is recommended for repair due to deterioration, impact damage, or scour by the State, the decision to properly respond to the recommendations is the responsibility of municipal officials. However, it is in the best interest of the municipality to address these recommendations. A failure to address potential bridge hazards may result in tort liability claims.

Please send WRITTEN notification of your intent to comply with, your compliance with, or reasons for non-compliance with these recommendations within 60 days from receipt of this letter. We are required by the Federal Highway Administration to report to them when the recommended posting, closure, and/or safety repairs have been implemented. A response form has been provided for your use.

If you have any questions concerning the matter, please contact your local District Transportation Administrator, DTA Tammy Ellis at 254-5011 or VTTrans' Bridge Management and Inspection Engineer, Pamela M. Thurber at 828-0041. A representative from the Bridge Management and Inspection Unit would be willing to meet with you at the site to discuss the contents of this letter.

Sincerely,



Wm. Michael Hedges, P.E.  
Structures Program Manager

WMH: PMT: MLJ  
cc: Tammy Ellis, DTA District #4  
NBIS Inspection Files PMT&MLJ  
FHWA Design and Structures Engineer



VTrans  
Structures Design Section  
One National Life Drive  
Montpelier, VT 05633-5001

**RE: Pomfret, bridge #16 on FAS 166 over Mill brook**

The Selectboard of Pomfret ...

WILL properly repair the undermining along abutment #2. Anticipated date of completion of this repair is \_\_\_\_\_ (date). \*Town/City WILL notify the State in writing when work is complete.

OTHER \*Reason(s) for non-compliance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name and \_\_\_\_\_  
Signatures: \_\_\_\_\_  
Town of \_\_\_\_\_  
Pomfret \_\_\_\_\_  
Selectboard \_\_\_\_\_  
DATE: \_\_\_\_\_



**TOWN OF POMFRET**  
**DOG ORDINANCE**  
**Originally Adopted May 22, 1984**  
**Amended December 19, 2012**

**SECTION 1. AUTHORITY.** This ordinance is adopted by the selectboard of the Town of Pomfret under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10, 14 & 15), and 24 V.S.A. Chapter 59.

**SECTION 2. PURPOSE.** It is the purpose of this ordinance to regulate the keeping of dogs to protect public health and safety and to protect the residents' quiet enjoyment of their homes and properties.

**SECTION 3. DEFINITIONS.** For purposes of this ordinance, the following words and/or phrases shall apply:

A. **“Dog”** means any member of the canine species; including wolf hybrid.

B. **“Wolf hybrid”** means:

1. An animal that is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*);
2. An animal that is advertised or otherwise described or represented to be a wolf hybrid; or
3. An animal that exhibits primary physical and/or behavioral wolf characteristics

C. **“Owner”** means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.

D. **“Run at large”** means that a dog is not:

1. Under restraint, meaning that the dog is controlled by a leash or is with a competent person and obedient to that person's commands;
2. in a vehicle;
3. on the owner's property;
4. on the property of another person with that person's permission; or
5. hunting with the owner.

E. **“Vicious dog”** means a dog that attacks any person or causes any person to reasonably fear attack or bodily injury from such animal, unless the person is trespassing on the property of the owner of the dog. The term shall also mean any dog that, while running at large, attacks another domestic pet or domestic animal, as defined in 20 V.S.A. § 3541.

-

F. "Municipal Officer" means any constable, police officer, or the Selectboard, or any designee of the Selectboard and the use of any of those terms in this Ordinance shall be deemed to include all others, except where Selectboard is referenced as the adopting authority or appeal authority, where the use of that terms shall be exclusive.

#### **SECTION 4. DISTURBANCES AND NUISANCES.**

The following are declared to be public nuisances punishable under this Ordinance, without intending limitation of availability of remedy of any party to pursue any action for private nuisance or damage to person or property:

- A. No dog owner shall permit his/her dog to run at large in the Town of Pomfret.
- B. No dog owner shall permit his/her dog to harass or attack people or to harass or attack domestic pets or domestic animals unless such people or animals are trespassing on the private property of the owner of the dog.
- C. No person shall permit his/her dog to disturb the quiet, comfort and repose of others by frequent, habitual or persistent barking or howling.
- D. The person in control of a dog that defecates in any public area or on the private property of another person shall immediately remove the fecal material and dispose of it in a sanitary manner.
- E. If a dog causes harm to another domestic animal without provocation, said dog may be ordered by any municipal officer to be impounded or immediately removed from the Town of Pomfret or destroyed depending on the seriousness of the violation. The owner of the dog may appeal such order by delivering written notice of such appeal to the office of the Town Clerk, as representative of the Selectboard within ten (10) days of the date of the order. The appeal shall be heard by the Selectboard at public hearing within fifteen (15) days of the date of delivery of the written notice of appeal. The owner shall be notified of the date of the hearing by written notice addressed to the last known address of the owner. The Selectboard shall issue a written decision on the appeal promptly, but in no event later than fifteen (15) days following the appeal hearing. A copy of the decision shall be sent to the owner.
- F. The dog is causing damage to the property of anyone other than its owner, by, for example and without limitation:
  - a. Turning over garbage containers; or
  - b. Doing damage to gardens, flowers, shrubs, vegetables or lawns; or
  - c. Injuring or worrying people, domestic pets, domestic animals, or other dogs.

## **SECTION 5. COLLAR AND LICENSE.**

- A. The owners of all dogs shall cause said dogs to be licensed according to the laws of this state (20 V.S.A. § 3581) and shall insure that his/her dog(s) wear a collar or harness with the current license attached. An animal that is visiting from out of state must wear a collar or harness with a current license from its home state attached.
- B. A dog that is found without a collar or harness and license may be immediately impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.

## **SECTION 6. HUMANE CARE OF DOGS.**

All dogs and other domestic pets and animals shall be furnished with clean and safe facilities sufficient to protect the animal and the public health. Any dog determined by the constable or county sheriff to be without such clean and safe facilities may be impounded and the owner charged with a violation of this ordinance.

## **SECTION 7. IMPOUNDMENT.**

- A. Anyone authorized to enforce the ordinance is authorized to impound a dog.
- B. Any dog which the constable or county sheriff has reasonable grounds to believe to be a vicious dog which presents an imminent danger to people or other animals may be immediately impounded.
- C. Any dog that is found to be without a collar and license may be impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.
- D. The selectboard may enter into an agreement with an individual or business to provide care for impounded dogs.

## **SECTION 8. NOTICE OF IMPOUNDMENT AND RELEASE FROM IMPOUNDMENT.**

- A. The constable or county sheriff who impounds a dog shall, within 24 hours, give ~~written~~ notice to the owner thereof either personally, by telephone call or voicemail, or by written notice at the owner's dwelling or mailed to the last known address of the owner, stating the reason for the impoundment, the location of the animal and the steps that are necessary to have the animal returned to the owner.
- B. The constable or county sheriff who impounds a dog shall report the impoundment to the selectboard at the next public selectboard meeting.
- C. If an impounded dog has no license or other identification, the person who impounds it shall proceed under the provisions of 20 V.S.A. § 3806
- D. Impounded animals shall be released to the owner only after payment of all impoundment costs and after remedial action by the owner. Impoundment costs

shall be set annually by the selectboard and may include but are not limited to boarding costs, veterinary costs and costs incurred by Town officials.

## **SECTION 9. ENFORCEMENT.**

- A. This is a civil ordinance and shall be enforced by the constable or county sheriff in the Vermont Judicial Bureau in accordance with 24 V.S.A. § 1974a et seq.
- B. When the constable or county sheriff has reasonable grounds to believe that a person has violated a provision of this ordinance they may issue a municipal ticket which is prosecuted through the Vermont Judicial Bureau. They shall report shall report the alleged violation and the issuance of municipal tickets to the selectboard at the next public selectboard meeting.

## SECTION 10. INVESTIGATION OF VICIOUS DOGS

A. When a domestic pet has bitten a person while the domestic pet is off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the legislative body of the municipality. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the legislative body in conducting its investigation.

B. The legislative body, within seven days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date and place of hearing and the facts of the complaint.

C. If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the municipal officials shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 VSA § 3550.

D. In cases where the dog is determined to be vicious through investigation by a municipal officer, the owner (in addition to being subject to any other sanction or penalty reference in or provided by this Ordinance) may be ordered to remove the animal from the Town of Pomfret or to destroy the animal depending on the seriousness of the violation. Such order shall be subject to appeal by the owner pursuant to the procedure in the immediately preceding paragraph. If the animal in question has bitten or broken the skin of a person or other domestic animal, this animal will be required to be confined for ten (10) days (and may be tested for rabies or any other disease) all at the owner's expense.

E. The procedures provided in the section shall only apply if the domestic pet is not a rabies suspect. If a member of the legislative body or a municipal official designated by the legislative body determines that the animal is a rabies suspect, the provisions of Subchapter 5 of Title 20, Chapter 193 and the rules of the department of health shall apply.

**SECTION 10. PENALTIES AND COSTS.**

Except as provided Section 4(E) and Section 10 regarding a vicious dog as defined herein, where additional actions may be imposed, fines and penalties in addition to costs of impoundment may be imposed as follows:

- A. Up to \$100.00 full penalty/ up to \$75.00 waiver penalty (~~the waiver penalty applies when an alleged violator pays the fine without contesting the violation~~).
- B. First offense \$100.00 full penalty/\$50.00 waiver penalty
- C. Second offense \$150.00 full penalty/ \$100.00 waiver penalty
- D. Third and subsequent offenses \$200.00 full penalty/\$150.00 waiver penalty

**SECTION 11. OTHER LAWS.** This ordinance is in addition to all other Ordinances of the Town of Pomfret and all applicable laws of the State of Vermont.

**SECTION 12. SEVERABILITY.** If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

**SECTION 13. EFFECTIVE DATE.** This ordinance shall become effective 60 days after its adoption by the Pomfret selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

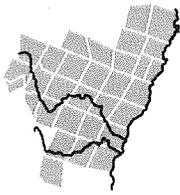
Adopted as amended this \_\_\_\_\_ day of \_\_\_\_\_, 201~~2~~<sup>4</sup>

Pomfret Selectboard

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Adoption History**

1. Agenda item at regular selectboard meeting held on May 21, 2014 and June 4, 2014  
\_\_\_\_\_.
2. Read and adopted at regular selectboard meeting on \_\_\_\_\_ July 2, 2014  
and entered in the minutes of that meeting which were approved on  
\_\_\_\_\_ August 20, 2014.
3. Posted in public places on \_\_\_\_\_.
4. Notice of adoption published in the \_\_\_\_\_ newspaper on  
\_\_\_\_\_ with a notice of the right to petition.
5. Other actions [petitions, etc.]



# TWO RIVERS-OTTAUQUECHEE

William B. Emmons, III, Chairman  
Peter G. Gregory, AICP, Executive Director

## REGIONAL COMMISSION

September 2, 2014

Pomfret Selectboard  
5218 Pomfret Rd.  
North Pomfret, VT 05053

### RE: Revising Your Town's Hazard Mitigation Plan

Dear Pomfret Selectboard Members,

We are pleased to announce that we have secured funding to update the Hazard Mitigation Plan for your town, which expired on September 30, 2013. The purpose of a Hazard Mitigation Plan (HMP) is to identify the hazards that may arise in your town as a result of natural occurrences and then provide hazard-specific mitigation measures to reduce property losses and human injuries and/or fatalities. Hazards might include flooding, winter storms, wild fires, hurricanes and tropical storms, among others. (To review the elements of a HMP, please see the next page.)

**It is important to have a HMP that has been adopted by your local legislative body and approved by the Federal Emergency Management Agency (FEMA) to ensure eligibility for hazard mitigation grants.** The following grants require applicants to have an adopted and approved HMP: the Hazard Mitigation Grant Program (HMGP) (currently being utilized to secure 'buyouts' of homes devastated by Tropical Storm Irene), Flood Mitigation Assistance (FMA), Repetitive Flood Claims (RFC), Pre-Disaster Mitigation (PDM), and Severe Repetitive Loss (SRL).

In addition, town plans adopted after July 2014 are required to incorporate flood resiliency elements into their town plans. To do so, flood hazard and fluvial erosion hazards will be identified, and strategies and recommendations will be provided to mitigate risks to public safety, critical infrastructure, historic structures and public investments. **This local Hazard Mitigation Plan will help the town to comply with the new community flood resiliency requirement for town plans adopted after July 2014.**

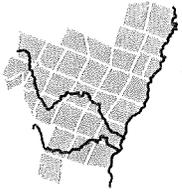
The first step in revising your town's HMP is to establish a committee of volunteer members who are willing to review the old plan, reflect on current circumstances, and identify concrete hazard mitigation actions for the future. Our staff can conduct research and write the new plan; however, it is crucial that we have community input.

**Please contact our staff by September 25<sup>th</sup> with a list of potential committee members and their contact information (phone and e-mail).** Once we receive your list, we will work to set up a convenient time for everyone to meet so that we can begin HMP revisions.

#### **Potential Committee Members**

- Your local Emergency Director/Coordinator;
- Members from the Selectboard, Planning Commission, Road Crew, Emergency & Fire Services;
- Representatives from the local school, hospital, day care centers, religious organizations, and elderly care facilities;
- Community leaders/volunteers in the wake of Tropical Storm Irene;
- Anyone else with a passion for safety!

128 King Farm Road, The King Farm, Woodstock, VT 05091  
802.457.3188, fax: 802.457.4728, [www.trorc.org](http://www.trorc.org)



# TWO RIVERS-OTTAUQUECHEE

William B. Emmons, III, Chairman  
Peter G. Gregory, AICP, Executive Director

## REGIONAL COMMISSION

Please feel free to contact us with any questions. We look forward to hearing from you by September 25<sup>th</sup>!

Sincerely,

Samantha Holcomb & Ellie Ray

802-457-3188/ [sholcomb@trorc.org](mailto:sholcomb@trorc.org); [eray@trorc.org](mailto:eray@trorc.org)

cc: Kevin Rice, Pomfret Emergency Management Director; and Becky Fielder, Pomfret Town Clerk

### A Hazard Mitigation Plan includes...

**A: Planning Process**

*An open public process that involves a cross-section of stakeholders and the public to ensure understanding of threats and community values.*

**B: Hazard Identification & Risk Assessment**

*Enough information to enable town to identify and prioritize hazard mitigation actions.*

**C: Mitigation Strategy**

*Goals and priorities for hazard mitigation actions.*

**D: Plan Review, Evaluation and Implementation**

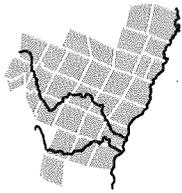
*A plan for the future review/update of the HMP and implementation of priority actions.*

**E: Plan Adoption**

*Formal adoption by local legislative body.*

128 King Farm Road, The King Farm, Woodstock, VT 05091  
802.457.3188, fax: 802.457.4728, [www.trorc.org](http://www.trorc.org)

Barnard ♦ Bethel ♦ Bradford ♦ Braintree ♦ Bridgewater ♦ Brookfield ♦ Chelsea ♦ Corinth ♦ Fairlee ♦ Granville ♦ Hancock ♦ Hartford ♦ Hartland  
Newbury ♦ Norwich ♦ Pittsfield ♦ Plymouth ♦ Pomfret ♦ Randolph ♦ Rochester ♦ Royalton ♦ Sharon ♦ Stockbridge ♦ Strafford ♦ Thetford  
Topsham ♦ Tunbridge ♦ Vershire ♦ West Fairlee ♦ Woodstock



# TWO RIVERS-OTTAUQUECHEE

William B. Emmons, III, Chairman  
Peter G. Gregory, AICP, Executive Director

## REGIONAL COMMISSION

### MEMO

**TO:** The Pomfret Selectboard and Pomfret Town Clerk

**FROM:** Samantha Holcomb

**DATE:** September 2, 2014

**RE:** Pomfret's Hazard Mitigation Plan "Committee" and the New Vermont Open Meeting Law

As you may know, new procedural requirements have been added to Vermont's "Open Meeting Law."<sup>i</sup> These additions will likely impact the way we conduct our meetings related to working on and drafting of the Town's Hazard Mitigation Plan. Specifically, these additions include:

- At least 48 hours in advance of a regular meeting, an agenda must be created and posted in advance of every regular or special meeting, in or near the municipal office and in at least two other designated public places in the municipality. In addition, the public body must post the agendas of regular and special meetings to an official website, if one exists that is maintained or has been designated as the official website.<sup>ii</sup>
- Minutes must be taken at meetings, and they must be made available 5 days after the meeting, and posted on a website, if there is one.<sup>iii</sup>

The Open Meeting Law applies to a "public body" which is "any board, council, or commission of the State or one or more of its political subdivisions..."<sup>iv</sup> So long as the legislative body of the Town (the Selectboard), officially creates the "Hazard Mitigation Plan (HMP) committee," any future "HMP committee" meetings will need to comply with the new procedural requirements of the Open Meeting Law. They are briefly outlined above.

In Pomfret's case, I sent a letter to the Selectboard, dated September 2, 2014, asking that a "committee of volunteers" be "established" (see enclosed letter). ***So, if the "HMP committee" will be officially created or established by the Selectboard, meetings convened for the sake of drafting the Town's Hazard Mitigation Plan will need to comply with the new procedural requirements above.***

If the "HMP committee" was not officially created by the Selectboard or Town Manager (that is, individuals were not appointed, simply told about the work that would begin on the Town's Hazard Mitigation Plan and chose, themselves, to be on the "HMP Committee"), I would recommend that the Town still comply with the new Open Meeting Law requirements. The "HMP committee," while only advisory in nature, is, nonetheless, handling matters of the Town of Pomfret.

I am prepared, and have the capability, to send meeting agendas to the Town's administrative staff for posting prior to the meeting. However, I will depend on a member of the "HMP committee" to take minutes at the meetings, and for town staff to make them available at the town offices, as well as post to the minutes to a website if one is maintained.

128 King Farm Road, The King Farm, Woodstock, VT 05091  
802.457.3188, fax: 802.457.4728, [www.trorc.org](http://www.trorc.org)

Please contact me with any questions regarding moving forward with "HMP committee" meetings.

---

<sup>i</sup> 1 V.S.A. §§ 310-314.

<sup>ii</sup> 1 V.S.A. § 312(d)

<sup>iii</sup> 1 V.S.A. § 312(b)

<sup>iv</sup> 1 V.S.A. §§ 310(3)

MARK



RECEIVED  
8/22/2014



To: Vermont Selectboards and City Councils  
From: Sandra Harris, President, VLCT Board of Directors  
Re: Voting Delegates at the VLCT Annual Business Meeting  
Date: August 18, 2014

---

89 Main Street, Suite 4  
Montpelier, Vermont  
05602-2948

Tel.: (802) 229-9111  
Fax: (802) 229-2211

e-mail:  
info@vlct.org

web:  
www.vlct.org

As part of Town Fair, the Vermont League of Cities and Towns will hold its annual business meeting at the Champlain Valley Exposition, Expo North starting at approximately 2:00 p.m. (or at the conclusion of the luncheon and awards program) on Thursday, October 9, 2014.

To ensure that all VLCT member cities and towns are properly represented and able to participate in the adoption of the 2015 Vermont Municipal Policy (the Legislative Platform of the Vermont League of Cities and Towns) and the election of League officers, we are asking you as your municipality's legislative body to designate **one** official from your town as a **Voting Delegate** for the meeting. This designation will ensure that each town is heard from and gets one vote.

Please inform us of your designation by Friday, September 12. Designations can be made on the date of Town Fair at the VLCT Information Booth if necessary.

Designated delegates can pick up their credentials card at the VLCT Information Booth located in the Expo North A building at the Champlain Valley Expo.

**Only designated delegates will be allowed to vote at the annual meeting.**

The attached document is *not* a Town Fair registration form. If you want to participate in the day's activities (workshops, trade show, and lunch), please complete and return a Town Fair registration form with payment or register online at <http://www.vlct.org/eventscalendar>. If you plan to attend only the annual meeting, please check the appropriate box on the attached voting delegate form.

Sponsor of:

VLCT Health Trust, Inc.

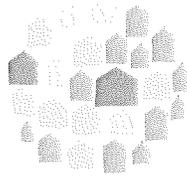
VLCT Municipal Assistance  
Center

VLCT Property and Casualty  
Intermunicipal Fund, Inc.

VLCT Unemployment  
Insurance Trust, Inc.

Enclosure





**suncommon**



**RECEIVED**

9/8/2014

Greetings,

Your neighbors are helping families across Vermont repower our energy economy by hosting a Community Solar Array (CSA).

This new program will help achieve Vermont's ambitious goal of deriving 90% of our energy needs from renewables by 2050. Ours is among only a handful of states that allow a single solar array to benefit multiple electricity consumers. The formal term is "group net metering;" we call them Community Solar Arrays. Folks aren't connected to the array by wiring, but through the utility's billing process. CSA members get credits on their utility bill from the solar produced by their community system, typically zero-ing out their charges so they shift their payments to the solar panels and support clean, safe, in-state power from right in their own community. Oh, and they save money doing so.

Since the proposed array will be located in your town, Vermont law appropriately calls for us to notify you and provide you the renewable energy application we submitted.

Please contact me if you'd like to learn more about your opportunities to join this effort to repower our state. We love helping our fellow Vermonters go solar.

All the best,

Charity Carbine-March, New Product Development Manager  
charity@suncommon.com  
802-882-8127

RECEIVED



## State of Vermont Public Service Board

### Application for a Certificate of Public Good for Net Metered Power Systems that are Non-Photovoltaic Systems Up to 150 kW (AC) in Capacity; or Photovoltaic Systems Greater Than 15 kW (AC) and up to 150 kW (AC) in Capacity<sup>1</sup>

Net Metering Customer Name (please print): Sun CSA 13

#### **General Instructions:**

Applicants must complete sections 1-3 and any other sections applicable to the type of system to be installed. Specific instructions for each type of system are included under the applicable section. For example, an applicant for a wind turbine system must complete sections 1-3, 5 and 8. **Failure to complete all applicable sections of this application may result in delay or denial.** Once the application form is completed, the applicant must mail the applicable sections of the completed application to the Public Service Board, the Vermont Department of Public Service, the applicant's respective utility, and to all other parties as specified in each of the sections applicable to the net metering project. For example, an applicant for a photovoltaic system installed on an existing structure is required to mail copies to the Public Service Board, the Department of Public Service, and his or her utility. Applicants must also submit a list of the persons that they have mailed a copy of the application to in accordance with the instructions for each type of installation along with the completed application. It is recommended that the applicant contact their utility *prior to applying for a certificate* in order to determine whether the utility's capacity regarding net metering projects has been met, and any utility specific requirements. Please contact the Public Service Board at (802) 828-2358 if you have any questions regarding this application form.

#### **Notice To Those With Concerns About The Net Metering Proposal**

If you have received a copy of this application, you have the opportunity to comment on the project and to request a hearing before the Public Service Board to raise any concerns you may have regarding this project. For all systems *with the exception of photovoltaic systems on existing structures*, if you wish to comment to the Public Service Board about this proposal or request a hearing, you must file your comments with the Board and the applicant within 30 days of the date that the application was sent to the Board and all required parties; if you wish to request a hearing, you must include your request with your comments. With respect to photovoltaic systems on existing structures, if you wish to comment to the Public Service Board about this proposal, you must file the comments and any request for a hearing with the Board and the applicant within *ten* working days of the date that the application was sent to the Public Service Board and all required parties. If you request a hearing, you must make a showing that the application raises a significant issue regarding one or more of the substantive criteria pursuant to 30 V.S.A. § 248. The Board may determine to hear evidence on the issue if it concludes that the project raises a significant issue with respect to one or more of those substantive criteria. Comments and requests must be in writing and sent to the Board at 112 State Street, 4<sup>th</sup> Floor, Montpelier, VT 05620-2701. If you have any questions, contact the Clerk of the Public Service Board at (802) 828-2358, e-mail address: [psb.clerk@state.vt.us](mailto:psb.clerk@state.vt.us).

---

<sup>1</sup> Applicants for photovoltaic systems of 15 kW or less in capacity must use the Board's Net Metering Registration Form.

**Customer Information**

- Section 1.

(Please print all information clearly)

Net Metering Customer Name: Sun CSA 13Service Address (please include street name and number; no P.O. boxes): \*\*This is going to be a stand-alone service\*\*8825 Pomfret Rd., Pomfret, VTTown/City/State: Pomfret, VTZip Code: 05084Mailing Address (if different from above): 5430 Waterbury-Stowe Rd. Waterbury Center, VT 05677Daytime telephone: 802-882-8181Utility & Account #: \*\*This is going to be a stand-alone service\*\*Property owner name (if different than above): Vernon and Kristina CliffordMailing address: 8825 Pomfret Rd.Town/City/State: West Harford, VTZip Code: 05084Daytime Telephone: 802-295-3589Is this an amendment to an existing system? If so, please indicate the existing CPG No. N/ADate application was sent to the Public Service Board and other parties as required by type of net metering project: N/A

Applicant must indicate the date the application was sent to the Board and other parties, and also submit a list of the names and addresses of the parties notified of this application along with the completed application.

**Installer Information**

- Section 2.

(Please print all information clearly)

Installer Name: SunCommonMailing Address: 5430 Waterbury-Stowe Rd.Town/City/State: Waterbury Center, VTZip Code: 05677Daytime Telephone: 802-882-8127e-mail address: charity@suncommon.com

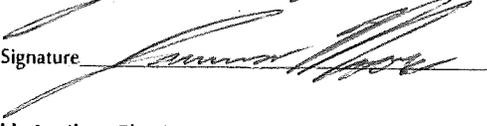
**Certification**

**- Section 3.**

The undersigned declares, under the pains and penalties of perjury, that:

- (1) having exercised due diligence and made reasonable inquiry, the information which I have provided on this form and any attachments is true and correct to the best of my knowledge;
- (2) the project for which this application seeks approval is in compliance with the land conservation measures contained in the applicable Town Plan which would apply if the project were not subject to 30 V.S.A. § 248;
- (3) the project is in compliance with all applicable state and federal requirements and has the necessary approvals for operation of this type of system;
- (4) any waste generated by the construction of this project will be disposed of at a state-approved disposal facility;
- (5) any construction activities will follow the recommendations of *the Vermont Erosion Control Handbook* (available from the Agency of Natural Resources, 1-802-828-1535 or [anr.wsmdstormwatergeneral@state.vt.us](mailto:anr.wsmdstormwatergeneral@state.vt.us));
- (6) the system will be installed in compliance with the interconnection safety and technological requirements of Public Service Board Rule 5.100; and
- (7) I have sent a copy of this complete application to all parties as required by this form.
- (8) Site preparation or construction of the project will not commence until a certificate of public good is issued.

**Making false or misleading statements on this application is subject to penalties under 30 V.S.A. § 30 and/or revocation of any approval granted.**

Customer Signature  Date 9/4/14  
Installer Signature  Date 9/4/14

**Renewable Attribute Election:**

I elect to retain ownership of any renewable attributes associated with the system (please circle one)  yes or no.

I elect to transfer ownership of any renewable attributes associated with the system to the serving utility (please circle one) yes or  no.

If installing a photovoltaic (PV) system, complete Section 4.\*

If installing a wind system complete, Sections 5 and 8.

If installing another type of net metering system, complete Sections 6 and 8.

If installing a group system, complete the sections applicable to the net metering system employed and Section 7.

**\*Ground mounted PV systems must complete Section 8 (environmental information). See instructions in Section 4 below.**

**Photovoltaic System (PV) Information**

- Section 4.

PV Module Manufacturer: Suniva

Module Model Number: Suniva OPT 325-72-4-100

Number of Modules: 624

Power Rating per Module: 325 DC Watts

Total Array Output: 202800 DC Watts (no. of modules x power rating)

System Capacity: 148,200 AC Watts (AC Nameplate Capacity of the Inverter(s))

Inverter Manufacture: Fronius

Inverter Model Number: Fronius IG Plus Advanced 11.4-1 Uni (13)

Describe the physical location of the installation and/or mounting structure:

A ground-mounted, post-driven mounting structure will provide the base for this 148.2kWac Community Solar Array, which is sited to the north of Pomfret Rd in a field located to the north-west of the site owner's home.



Describe the physical location of the facility's lockable disconnect switch:

The facility's lockable disconnect will be located outside of the array in the area where the service cables enter the site. This disconnect will be at the proposed location for the new service, transformer, and meter.

Installation Type (*please circle one*): an existing home or business; a new home or business; ground mount; other (please describe)

If you are installing a system that is not attached to an existing or new home or business, you must also complete Section 8 of this application.

**Notice Requirements:**

If you are installing a PV system on a new or existing home or business, you must send copies of this application to the Public Service Board at 112 State Street, 4<sup>th</sup> Floor, Montpelier, VT 05620-2701; the Vermont Department of Public Service at 112 State Street, 3<sup>rd</sup> Floor, Montpelier, VT 05620-2601; and your utility.

If you are otherwise installing your PV system on a new structure, such as a pole-mounted system, then you must send a copy of the application to the Public Service Board; the Vermont Department of Public Service; your utility; the Planning Division, Agency of Natural Resources, 1 National Life Drive, Davis 2, Montpelier, VT 05620-3901; your local planning commission; the municipal legislative body for the town in which the system is to be installed (typically, the selectboard); and all adjoining landowners.

Please note that all applicants must submit a list of the parties notified along with the completed application.

**\*\*See Attachment 4\*\***

If interconnecting a group system, applicants must provide the required application information corresponding to the type of net metering system(s) to be constructed as outlined in sections 4-6. In addition, applicants must also provide on a separate sheet:

- (1) the meters to be included in the group system identified by account number and location;  
See Attachment 1: Outline of marketing and participation plan
- (2) the procedure for adding and removing meters included in the group system, and direction as to the manner in which the serving utility shall allocate any accrued credits among the meters in the group;  
SunCommon will work with the utility to add or remove meters from the group system. The method for allocating credits among meters will be determined at a future date. See Attachment 1 and 2 for marketing and term sheet.
- (3) a designated person, including address and telephone number, responsible for all communications from the system to the serving electric utility, except for communications related to billing, payment, and disconnection; and  
Bryan Carroll, 5430 Waterbury-Stowe Rd., Waterbury Ctr., VT  
802-882-8394
- (4) a binding process for the resolution of any disputes within the group system relating to net metering that does not rely on the serving electric utility, the Public Service Board or the Department of Public Service.  
SunCommon, represented by Bryan Carroll, will be responsible for resolving any disputes in good faith. The manner in which SunCommon will handle these disputes will be outlined in the term agreement that is signed by both parties, which will further insulate the electric utility, PSB, or DPS from this role.

**Please note that all meters included in a group system must be within the same electric utility service territory in which the generation facility is located.**

You must complete this section if you are installing any one of the following:

- A PV system on a new structure which is not a home or a business under Section 4
  - A wind system under Section 5
  - A system under Section 6

1. State whether the system will be sited on, near, or within any of the following (*answer yes or no*): a floodway <sup>N</sup> shoreline <sup>N</sup> stream <sup>Y</sup> wetland <sup>N</sup> historic site or district <sup>N</sup> rare and irreplaceable natural area <sup>N</sup> necessary wildlife habitat <sup>Y</sup> area where an endangered species is present <sup>N</sup>

(See attachment 2 A)

If the answer to any one of the foregoing is yes, please attach a separate sheet:

(a) showing the location of the system in relation to the resource, and

(b) stating the impact which the system, including its installation, will have on the protected resource and what measures, if any, will be taken to minimize any such impact.

(See attachment 2 A)

2. On a separate sheet, describe the visible and aesthetic impact of the project and why it will not have an undue adverse effect on aesthetics and the scenic and natural beauty of the area. Describe the location of the facility in relation to adjoining properties and include a specific statement about the visibility of the facility from adjoining properties; and, if it is highly visible, what measures you have taken, if any, to minimize the visible impact.

(See attachment 3)

## GROUP SYSTEM INFORMATION - SECTION 7

### Attachment 1: Community Solar Marketing and Participation Plan

#### 7(1)

##### *Community Solar Marketing and Participation Plan:*

SunCommon believes that everyone has the right to a healthy environment and a safer world, and that starts with clean energy. With the advent of SunCommon's Community Solar program, more Vermonters will be able to participate in helping the state meet our clean energy goals. The community solar program allows families, towns, schools and others who might not have been able to go solar on their own to do so.

We believe that providing customers with an opportunity to go solar without upfront payments is needed to match many Vermonters' financial realities. Similarly, we will be allowing customers to exit participation in the array as their life situation dictates which is also needed for many Vermonters. It provides them an opportunity to potentially save modestly on their electric bill while contributing to a clean, distributed energy future. Using our innovative community organizing model and leveraging our reputation as Vermont's largest residential solar integrator, we will market to our customers, who could not go solar due to site unsuitability. When constructed each ~202kWdc array that SunCommon commissions will serve approximately 30 households that otherwise, and previously, were unable to go solar without such a program.

#### 7(2)

##### *Procedure for Adding and Removing Meters Included in the Group System:*

SunCommon will work with the utility to add or remove meters from the group system. The allocation of net-metered credits will be determined at the time of sale for each site. See Attachment 1 for marketing plan and information on the terms of the agreement.

#### 7(3)

##### *Designated person responsible for all communications:*

Bryan Carroll  
5430 Waterbury-Stowe Rd.  
Waterbury Center, VT  
802-882-8394

#### 7(4)

##### *Binding process for the resolution of any disputes within the group system relating to net metering:*

SunCommon, represented by Bryan Carroll, will be responsible for resolving any disputes in good faith between members of the group net-metered system. The manner in which SunCommon will handle these disputes will be outlined in the term agreement that is signed by both parties. See **Attachment 2**.

## GROUP SYSTEM INFORMATION - SECTION 7

### Attachment 2:

#### Terms of Agreement

The Community Solar Array ("CSA") is an estimated 150 kWac solar photovoltaic system. Participants in the CSA will be allocated net metering credits based on the allocated portion of the CSA in which they have agreed to, and is subject to the terms and conditions in this Agreement.

The agreement, and all payments made hereunder, entitle the participant solely to net metering credits, which may only be used towards their personal consumption of electricity. While the net cost of electricity for the participant may be reduced as a result of entering into this agreement (depending on fluctuations in the market price for electricity), they will not otherwise be entitled to any profit (through any tax credits, rebates, earnings, capital appreciation or otherwise) related to the shared solar system or entering into this agreement.

The utility will be solely responsible for calculating the value of the Credit applied to each participant's monthly electricity bill in accordance with UTILITY's group net metering rate schedule on file with the Vermont Public Service Board ("PSB") at that time. In a given month, if participants allocated portion of the CSA results in a Credit that exceeds their monthly electricity bill, that excess Credit can be applied to their future electricity bills. If a participant does not use the excess Credit within 12 months of receipt, it will expire. If a participant's allocated portion of the CSA results in a Credit that is less than their monthly electricity bill in a given month, the balance will be paid to UTILITY by the participant.

By signing the agreement, the participant will enter into a twenty (20) year term (the "Term") contract with SunCommon. At the end of the Term, the participant will have the option to renew this Agreement at the payment amount applicable at that time, as long as they have met Owner's credit requirements at that time. Owner will advise participant when actual Term begins and ends. In the event that group net metering or similar arrangement is no longer available to UTILITY customers, this Agreement will terminate automatically as of the date group net metering ended ("Early End Date") with no liability to participant or Owner, other than those payment obligations that accrued prior to the Early End Date.

#### Example of Owner's Rights and Obligations:

- To build, own, operate and maintain the CSA,
- Responsible for finding Subscribers to the CSA,
- Claim and receive any and all tax, environmental or other credits, grants, subsidies, renewable energy credits, carbon offset credits, rebates or other benefits related to the CSA (collectively "Incentives"), and any other benefits of ownership of the CSA, both presently and in the future.

#### Example of Customer's Rights and Obligations:

- The right to terminate this Agreement before the expiration of the Term
- Agree the Owner will claim and receive any Incentives, including any renewable energy credits (RECs)
- No option to buy any equipment of the CSA at any time during or at the end of the Term
- Must make monthly Payments to the Owner for the duration of the Term.

## Attachment 3:

### Visible and Aesthetic Impact Statement:

SunCommon intends to construct a 148.2kw AC Community Solar Array on approximately 1 acre on a larger 20 acre parcel located at 8825 Pomfret Rd in Pomfret, Vermont. Approximately 318 feet to the south of the edge of the proposed array is an existing electric line that will be used to interconnect the project with the local electrical distribution system. The array is designed to avoid and mitigate any aesthetic impacts on the surrounding area by burying the electrical service to the array.

The project will consist of 624 325 watt photovoltaic panels supported by a ground-mounted racking system. The racking system's support poles will be driven into the ground without concrete foundations. The racking system will be arranged in 7 rows with a maximum height of approximately 12 feet to the top of the upper modules. Each row will range from approximately 100 feet to 180 feet in length. The project will also include the installation of electrical lines, which will be in conduit below grade and in between individual rows, as well as to the new meter which will reside on the north side of Pomfret Rd.

At its nearest point, the project will be located approximately 300 to 355 feet to the nearest residence (which is the home of the site owner), and 375 feet from the nearest abutter. Potential views of the project will be screened on the north, west, south west, and north east by existing vegetation. The proposed array will require the clearing of a swath of trees located to the east of the array. The design for the proposed array identifies the trees to be removed.

Attachment 4:

**The following parties have been notified of this application:**

Public Service Board

Vermont Department of Public Service

Utility: Green Mountain Power

Planning Division, Agency of Natural Resources  
1 National Life Drive, Davis 2, Montpelier, Vermont 05620-3901

The Town of Pomfret and Hartford Planning Commission

The Town of Pomfret and Hartford Selectboard

Adjoining Landowners:

Name	Physical Address	
Freeman Farm Trust	433 Freeman Rd	Pomfret, VT
Leon & Elizabeth Stetson	Near 8597 Pomfret Rd	Pomfret, VT
Frank & Janice Perron	Near 8597 Pomfret Rd	Pomfret, VT
Ruth Tuthill	14 Freeman Rd	Pomfret, VT
Diana & Bruce Tuthill	137 Freeman Rd	Pomfret, VT
Harrington, Phyllis & Robert	8754 Pomfret Rd	Pomfret, VT
Mary Tooke	Starbuck Rd	Pomfret, VT

**Attachment 2A:  
Environmental Information Section 8**

**A) Showing the location of the system in relation to the resource**

The site is located approximately 435 feet from a deer wintering area and 175 feet from Mill Brook as mapped on ANR's Natural Resources Atlas.

See the attached ANR Natural Resource Atlas map for an image of the mapped areas in relation to the site.

**B) Stating the impact which the system, including its installation, will have on the protected resource and what measures, if any, will be taken to minimize any such project.**

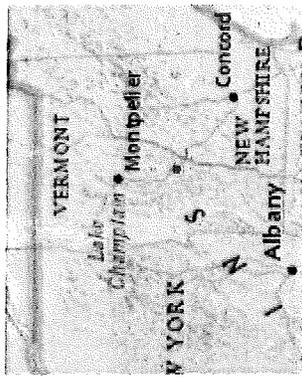
We do not anticipate that the system or its installation will have any undue adverse impact on the mapped areas.



# Clifford Project

Vermont Agency of Natural Resources

vermont.gov



356.0 0 178.00 356.0 Meters

1" = 583 Ft 1cm = 70 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Vermont Agency of Natural Resources

1: 7,000  
August 25, 2014



### LEGEND

**Rare Threatened Endangered**  
 Threatened or Endangered  
 Rare

**Significant Natural Community**  
 Deer Wintering Areas  
 Designated ORW  
 stream/river  
 lake/pond

**Vernal Pools Confirmed - AEA**  
 Vernal Pools Confirmed - AEA

**Wetlands - VSWI**  
 Class 1 Wetland  
 Class 2 Wetland

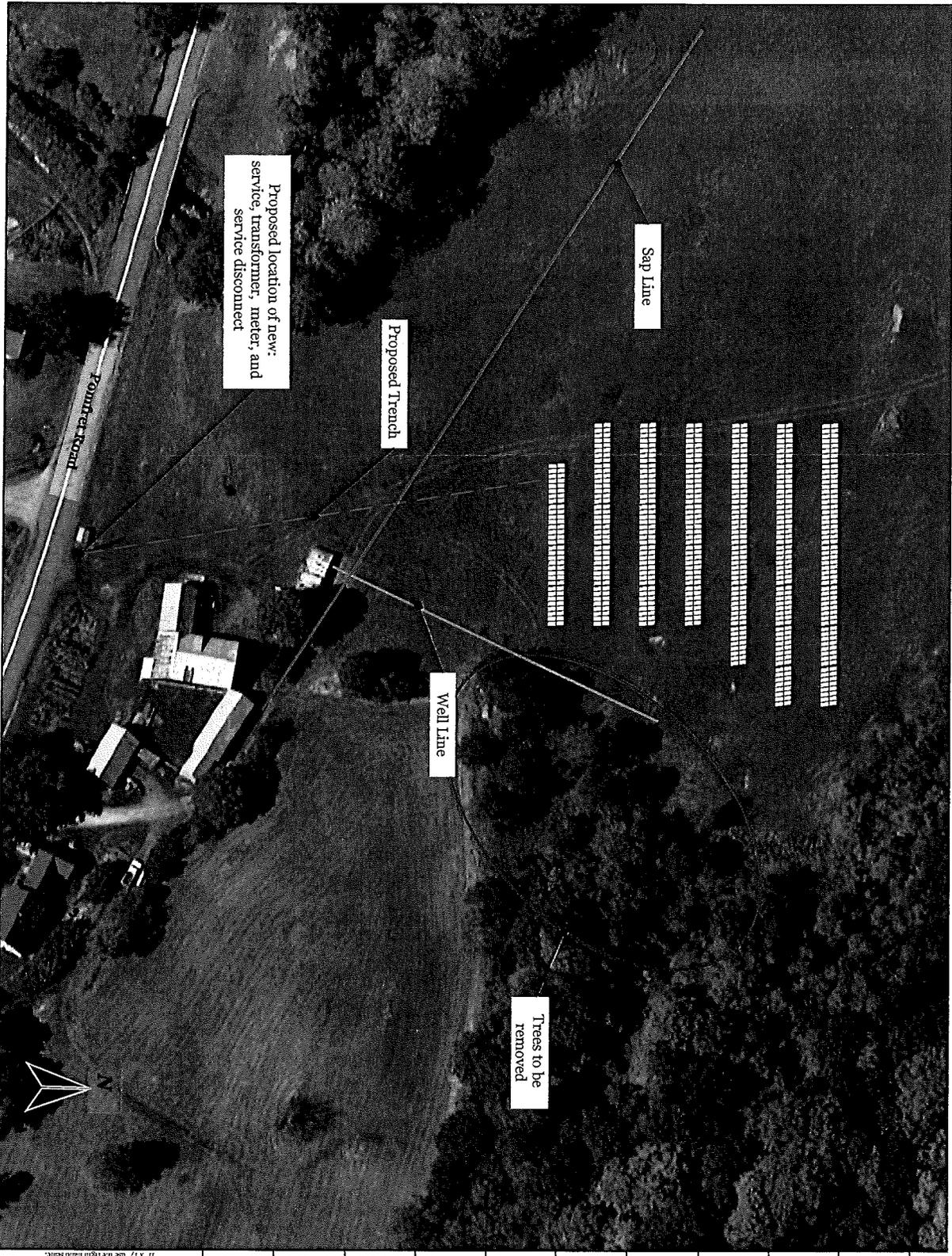
**Wetlands - VSWI Advisory Lay**  
 Point features  
 <all other values>

**Linear Features**  
 Existing  
 Abandoned  
 Potential  
 Proposed  
 <all other values>

**Area Features**  
 Existing  
 Abandoned  
 Potential  
 Proposed  
 <all other values>

### NOTES

Map created using ANR's Natural Resources Atlas



1"	10"	9"	8"	7"	6"	5"	4"	3"	2"	1"
10"	9"	8"	7"	6"	5"	4"	3"	2"	1"	0"
<p><b>suncommon</b></p> <p>5430 Waterbury Stowe Rd.          Waterbury Center, VT 05677          Main Desk Phone: (802) 882-8181          Design Team Phone: (802) 882-8194</p> <p>Sheet: PV-A1          Title: Site Plan          Scale: 1" = 60'</p> <p>Host: Clifford, Vernon          Address: 8825 Pomfret Rd.          West Hartford, VT 05084</p> <p>Site Address: 8825 Pomfret Rd.          Pomfret, VT 05084          Lat, Long: ~43.725701, -72.465265</p> <p>Description: Ground Mounted          Photovoltaic (PV) System          System Size: 202.8kWdc (STC),          150kWac          Module Model: Suniva OPT 325-          72-4-100          Total # of Modules: 624          Inverter Model: Fronius IG Plus          Advanced 11.4-1 Uni          Racking: Schletter PV Max 2x8          Azimuth: 180° (true)          Tilt: 35°</p>										
<b>NOT FOR CONSTRUCTION</b>										
Author	Revision Date									
DDB	8/13/2014									
JMF	08/21/2014									
JMF	08/26/2014									
JMF	08/27/2014									
JMF	08/29/2014									

If printed on 8 1/2" x 11" use the left hand scale. If printed on 11" x 17" use the right hand scale.

SUNCOMMON SOLAR, LLC  
5430 Waterbury-Stowe Road  
Waterbury Center, VT 05677

MEMORANDUM OF OPTION

OPTIONOR: Vernon & Kristina Clifford  
8885 Pombret Rd.  
West Hartford, VT 05084

Property location: Town of Pombret

OPTIONEE: SUNCOMMON SOLAR, LLC

Description of Property: A portion of Optionor's property located on 8885 Pombret Rd Pombret, Vermont, for a Photovoltaic Electric Generation Facility. For Optionor title see Vol. \_\_\_\_\_ at Page \_\_\_\_\_ of the Town of Pombret Land Records.

Description of Rights: Optionor has granted Optionee, its successors and assigns, an option to acquire an Easement over a portion of Optionor's property. The option is exercisable within three years from the date of the Option Agreement.

This Memorandum of Option will be recorded in the applicable land records and is intended to provide notice to third parties of the Option. The Option Agreement contains terms and conditions in addition to those set forth in this Memorandum of Option. This Memorandum of Option is not intended to amend or modify the terms and conditions of the Option Agreement. To the extent that the terms and conditions of this Memorandum of Option differ from the terms and conditions of the Option Agreement, the terms and conditions of the Option Agreement shall govern and control in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Option as of the 6<sup>th</sup> day of August, 2014.

OPTIONOR:

Kristina L. Clifford  
Signature

Kristina Clifford  
Print name

Vernon R. Clifford  
Signature

Vernon Clifford  
Print name

STATE OF VERMONT  
COUNTY OF Franklin

On the 6<sup>th</sup> day of August, 2014, before me personally appeared Vernon & Kristina Clifford to me known, who being by me duly sworn, did depose and say that he/she/they/it/s/are the Optionor described in and which executed the foregoing instrument as his/her/their free act and deed.

[Signature]  
Notary Public  
My Commission Expires: 2/10/2015

**Michael McCarthy**  
Notary Public, State of Vermont  
Commission expires February 10, 2015

OPTIONEE:

SUNCOMMON SOLAR, LLC

By: [Signature]  
Its Duly Authorized Representative

STATE OF VERMONT  
COUNTY OF Chittenden

On the 6<sup>th</sup> day of August, 2014, personally appeared Michael McCarthy Duty Authorized Agent of SunCommon Solar, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by his to be his free act and deed and the free act and deed of said SUNCOMMON SOLAR, LLC.

[Signature]  
Notary Public  
My Commission Expires: 2/10/2015

**RICHARD J. THOMPSON**  
Notary Public, State of Vermont  
My Commission Expires Feb. 10, 2015

Town of Pomfret  
5218 Pomfret Road  
North Pomfret, VT 05053

Draft Minutes of the August 20, 2014 Regular Selectboard Meeting

Present: Mark Warner (Selectboard Member), Michael Reese (Selectboard Member), Phil Dechert (Selectboard Member), Arthur Lewin, Sr. (Road Foreman), Katie Savage (Vermont Standard), Emily Grube, Mike Barcomb, Melanie Williams, Betsy Siebeck and Spencer Schwenk

The meeting was called to order by Chair Mark Warner at 7:08pm.

1. Review of Agenda: The Board agreed to add an update on phone plans and a recent communication from the Websters about powering the repeater.
2. Public Comment: None.
3. Treasurer's Report (7:09pm):
  - (a) The Board unanimously approved the following warrants for payment: 194 and 195.
  - (b) The Road Foreman will continue to work with the Treasurer to review invoices from the highway department.
4. Road Foreman's Report (7:16pm):
  - (a) Spencer Schwenk presented a town road document reflecting the location of the end of the class 4 section of the Totman Hill Road. He requested the Town improve culverts and waterbars on the class 4 section of road.. He also requested that the Town crown the road with a grader. If the Road Foreman determines there is available time to work on the road, he will contact those landowners abutting the road and work to improve the road.
  - (b) Update on Activities:
    - i. The Sessions Meadow Road project will be completed 8/21/14. They have spread 200 loads of hardpack, applied chloride and compacted the new road surface. The project is under-budget. Unfortunately, a phone line was damaged by the company spreading the materials.
    - ii. The road crew will be cutting waterbars and ditching roadsides in the next couple of weeks.
  - (c) Michael Reese moved, and Phil Dechert seconded, that the Board authorize the Chair to sign the State of Vermont standard grant agreement for the Barber Hill Road bridge project. Following discussion, the Board unanimously approved the motion.
  - (d) Phil Dechert moved, and Michael Reese seconded, to authorize Michael Reese to sign a contract with Hook Construction for the Barber Hill Road bridge, so long as there are no substantive changes to the draft presented. In the event of changes, Michael Reese will consult with the project engineer, Bob Harrington, and the Road Foreman before signing. Following discussion, the Board unanimously approved the motion.
  - (e) Phil Dechert moved, and Mark seconded, that the Board accept the bid from Blaktop paving company, as the lowest bidder on the project which should not exceed \$65,000. Following discussion, the Board unanimously approved the motion.
  - (f) Mark Warner moved, and Phil Dechert seconded, that the Town accept a price quote from Cargill derived from a State of Vermont bidding process whereby the town would pay \$83.52 per ton of salt with potential increases due to fuel surcharge and a guarantee of 1,000 tons. The Road Foreman noted this reflects a 5% increase over last year. A purchase of 1,000 tons would

exceed the salt budget for the current fiscal year. Following discussion, the Board unanimously approved the motion.

5. Unfinished Business (8:25pm):

(a) Emergency Services Antenna/Repeater:

- i. Mark Warner noted a recent approval by Green Mountain Power for burying a line from the pole across from Tianna Barcomb's home.
- ii. Mark Warner noted a recent email from the Webster family stating they are tentatively viewing favorably the proposal to run underground power from the pole across their property to the existing underground power line currently serving the repeater. The Websters will review the details further and provide their final decision in the coming days.
- iii. Phil Dechert met with electrician, Brad Devine, who reaffirmed the price quote.
- iv. Mark Warner agreed to contact Frank Perron to invite him to act as a project manager to coordinate the work.
- v. Mark Warner moved, and Phil seconded, that the Town pursue the proposal that would power the repeater by burying a electric line from the power pole under the road to the Webster property to the existing power line currently serving the repeater. Following discussion, the Board unanimously approved the motion.

(b) Updates (8:39pm):

- i. Phil Dechert detailed recent activities on a new computer backup system.
- ii. Michael Reese noted that Twin State Roofing promptly responded to proposed changes to the roof installation. He appreciated the company's responsiveness and expects the changes to be completed shortly.
- iii. Phil Dechert reported the Town is engaging a carpenter to work on the doors, and is seeking an estimate from an additional electrician. His target is to have the exits and lighting completed by the school's Harvest Supper.
- iv. Mark Warner received approval of the Town's plan to address fire code issues from the Vermont Assistant State Fire Marshal.
- v. During an upcoming Board meeting, Phil Dechert will present his ideas on long term planning for Town Hall improvements.

6. Other Business (8:47pm):

- (a) Mark Warner arranged new services for Town phone plans, which will save about \$40 per month.

7. Approval of Minutes of prior meetings:

- (a) Mark Warner moved, and Michael Reese seconded, to approve the draft minutes from the July 2, 2014 meeting with changes. Following discussion, the Board unanimously approved the motion.
- (b) Mark Warner moved, and Michael Reese seconded, to approve the draft minutes from the July 9, 2014 meeting with a change to the corrected date. Following discussion, the Board unanimously approved the motion.
- (c) Mark Warner moved, and Phil Dechert seconded, to approve the draft minutes from the July 16, 2014 meeting with changes. Following discussion, the Board unanimously approved the motion.
- (d) Mark Warner moved, and Michael Reese seconded, to approve the draft minutes from the August 6, 2014 meeting without changes. Following discussion, the Board unanimously approved the motion.

(e) Mark Warner moved, and Michael Reese seconded, to approve the draft minutes from the August 13, 2014 meeting with a change to add Mike Barcomb to the list of attendees. Following discussion, the Board unanimously approved the motion.

8. Public Comment: Melanie Williams appreciates the civil, cordial and functional tone of tonight's meeting. However, she said it is not okay to see the flagrant violation of the open meeting law on July 16<sup>th</sup>. She expected the Board to explain its reasoning this evening for the three executive sessions held on July 16<sup>th</sup>, but the Board decided not to do so. After reviewing emails to Board members, she determined the likely subject matters of the executive sessions and believes that at least two of the issues were not appropriate for executive session. The Board agreed it should have more carefully reviewed and discussed the bases for the executive sessions.

9. Following proper motion, the Board adjourned the meeting at 9:20pm.

Dated: 8/20/2014

Respectfully Submitted,  
Michael Reese, Selectboard Clerk