

**PUBLIC HEARING: 2020 ZONING REGULATIONS &
SELECTBOARD REGULAR MEETING AGENDA**

Wednesday, January 8, 2020

6:00 PM

5238 Pomfret Road

No. Pomfret, VT. 05053

Agenda Item	Presenter	Timeframe
1. Call to Order for Public Hearing	Chair	6:00
2. Public Comment	Chair	6:00
3. Public Hearing: 2020 Zoning Regulations Revisions	Joint	6:10
4. Adjournment of Public Hearing	Chair	7:10
5. Call to Order for Regular Selectboard Meeting	Chair	7:15
6. Public Comment	Chair	7:15
7. Review of Agenda	Joint	7:25
8. Recurring Items a. Approval of 12/10/2019 Minutes; Approval of 12/27/2019 Minutes b. Warrants for Approval	Joint	7:30
9. Business Items for Discussion or Vote a. Road Foreman Report b. Truck Pricing c. Change of Scope 2 Howe Hill Project d. Cloudland Road Project e. Town Meeting Items i. Acceptance of Auditors Financial Statements ii. Draft Selectboard Annual Report iii. Draft Budget Narrative iv. Review Draft Warning f. Review of Selectboard Report for Annual Town Report g. Dissolution of the Capital Planning Committee h. Review of Capital Plans i. Silo Distillery Catering Permits	Chair	7:45
10. Meeting Wrap Up a. Selectboard Correspondence b. Review of Assignments c. Agenda Items for Next Meeting	Joint	8:45
11. Adjournment		

December 18, 2019 Draft Select Board Committee Meeting Minutes

Present: Emily Grube, Steve Chamberlin, Scott Woodward, John Peters, Frank Perron

Public: Neil Lamson (Lister), Karen Hewitt Osnoe (Delinquent Taxes), Nancy Matthews (Auditor) and Mr. Matthews, John Moore (Phone), Kevin Rice (Fire Chief), George Calver (VT Standard), Cynthia Hewitt (SB Assistant)

1. Call to Order: 7:05
2. Public Comment: None
3. Review of Agenda: Add Jon Harrington, Cloudland Road Culvert, Equipment
4. CD
5. Recurring Items:
 - a. Approval of 12/10/2019 Minutes. (Scott asked Cynthia to check for any motions/votes that were not reported). (The only motion was to change the RFP for Howe Hill Culverts)
 - b.
 - c. Warrants for approval

19602	\$16,163.20	Payroll
19063	61,543.69	Accts Payable
19061	6,507.57	Accts Payable
6. Business Items for Discussion or Vote:
 - a. Road Foreman's Report: With the good weather forecast, Jim plans to work on cleaning up wood, etc. Truck 2 needs brakes replaced. He has achieved 3/8 stone for \$14.40/ton vs the original quote of \$21. He has researched green salt and found it is 84% less corrosive and contains a rust inhibitor. There is a problem with the floor drains at the garage, was given the go-ahead to call Roto-Rooter.
 - b. Karen Hewitt Osnoe was here to get Selectboard approval for 10 tax liens for delinquent taxes. Emily moved that Karen be authorized to serve personal liens for the following: Frank seconded and thanked Karen for her diligence.
 1. Levinson Parcel 4608 2012-2020
 2. Keith Parcel 3704 2016-2020
 3. Clifford Parcel 2302B 2013-2020
 4. Fobes Parcel 0137 2019-2020
 5. Donovan Parcel 0124 2016-2020
 6. Carpenter Parcel 190.AL 2012-2020
 7. Linsley Parcel 0702 2017-2020
 8. Daniel Lewis, Deborah Thompson, David Lewis (3)
 - a. Parcel 4801D 2018-2020
 - b. Parcel 4801 2015-2020
 - c. Parcel 4801B 2017-2020

- d. Jon Harrington – Howe Hill Project. Jon suggests the culverts be included in the overall project, but to be done earlier. Jim prefers them done by May 1, and that the gray pipe is used vs. black pipe. Jon brought new draft plans and specs. The plans and specs will be similar to that used for the Sharon RFP. Caleb from Pike can treat this as a joint project with separate costs – a two bid package to be done concurrently. Sharon is having their budget meeting Friday morning. John Moved and rank seconded, unanimous vote, to include the culverts within the RFP. Frank moved and Steve seconded to amend the scope of the services for Horizon Engineering to include attendance at bid opening, assistance in design questions, addendums, etc. This will be a maximum of \$12,000. Unanimous vote.
- e. Capital Planning Committee. John Moore joined the meeting by phone. Scott circulated a report from the committee and he and John presented the recommendations, which included building repairs/renovations (\pm \$127,000) and also discussed the Highway capital plan, which can be done by either a flexible funding plan or fully funded reserve fund. Emily requested this discussion be postponed to after the budget and after committee has a chance to review the documents (rec'd 4:40 pm, 12/18/2019.) Discussion tabled to 01/08/2020.
- f. Employee Pay Raises. John moved and Steve seconded the following raise for Justin: \$1.05 for cost of living and \$1.05 based on performance and abilities, effective 01/01/2020. Scott would like to scale salaries and increases based on the VLCT compensation survey; motion was amended by Scott, seconded by John to reflect VLCT rates; unanimous.
- g. A 6-month vehicle reserve CD is up for renewal on 12/22/2019. Since the new trucks will not be ready within the next 6 months, Frank moved and Steve seconded renewal of the CD. Passed.
- h. Energy Coordinator: Nick Clark would like the Energy Coordinator Proposal to be included as a warning for Town Meeting. Frank moved and John seconded that the hiring of an energy coordinator (part time, overseen by Two Rivers) be presented as a separate article for the voters to decide. Dollar amount to be determined. Passed.
- i. Kevin Rice, Fire Chief, asked permission to use some of the Fire Department reserve to purchase new radios and other personal protection equipment. The No Pomfret station needs to be stained. The private money the Department collects is going towards a mini pumper. Emily reminded him the town had promised \$100,000 towards this end. Frank moved and John seconded that Kevin be authorized. Unanimous. Reserve funds may also be used for the Repeater project.
- j. Highway Budget: Continued discussion of highway budgeting and fund balance transfers: Transfer to communications reserve \$8000.00
Transfer to highway paving reserve \$90,000.00

Transfer to building reserve \$38,381.00

Used to offset taxes \$40,000.00

Emily moved, Steve seconded. 4 ayes, 1 opposed. Passed

- k. Steve moved and John seconded adjournment at 9:20 pm. Unanimous

December 27,2019
Draft Minutes
Special Select Board Meeting

PRESENT: Emily Grube, Steve Chamberlin, Scott Woodward, John Peters, Frank Perron

PUBLIC: Neil Lamson (Lister), Cynthia Hewitt (Select Board Assistant)

1. Call to Order: Emily called the meeting together at 6:05 pm
2. No Public Comment
3. Review of Agenda: Need to budget the fund balance and decide what to do with Dolan contribution in lieu of taxes. Emergency services.
4. Business Items for discussion or vote
 - a. Emergency Services: Kevin Rice, according to October minutes, was investigating and to get back to the board re: contracting with the town of Hartford for emergency services for the far reaching No Pomfret residents (i.e., Handy Road, Clay Road, Joe Ranger, etc.). He has not yet reported back. John suggested this be pursued.
 - b. Dolan Contribution. Emily believes some of the Dolan contribution should be set aside in a special fund (i.e., Vanguard Acct as the Trustees of Public Funds have used) vs consigning it all as income. Emily moved and Steve seconded that all of the contribution be left as income for this year and the board can discuss and decide what to do in the future; this motion failed to receive a second. Frank moved and Scott seconded that only \$10,092 be recorded as income as that is the amount that represents forgone tax revenue. The remaining \$10,000 will not be used as income in the budget and the board will later consider other options on how best to utilize the amount of the contribution that does not represent forgone tax revenue. The motion passed 4 ayes, 1 abstained.
 - c. The current Fund Balance stands at \$176,381. Frank moved and John seconded the following distribution of the FY19 Surplus:

1) \$50,000	Offset taxes
2) 90,000	Paving fund
3) 8,000	Communication reserve
4) 28,381	Building reserve
- 4 ayes, 1 opposed.
5. Frank moved and Steve seconded adjournment at 7:34.

January 5, 2020

Dear Pomfret Selectboard:

Thank you for the opportunity on the 8th of January to comment on the Capital Highway Reserve Options.

The "Flat" plan is a plan that has historically been the Capital Plan until recently when the "Flex" plan was adopted by the Selectboard. (*See attached spreadsheet Flat Plan tab*)

FLAT PLAN: The Capital Planning Committee reviewed this plan going out until 2052 showing a complete cycle of long service life equipment ie Grader. It is a sound plan and offers:

- (1) Capital Contributions, adjusted for inflation, throughout the period
- (2) No Finance Charges
- (3) Flexibility with sufficient funds in reserve to move around replacement dates, as needed.
- (4) The ability to adjust Capital Contributions once we catch up from the underfunding for this "flat" Plan.
- (5) Fair for all taxpayers throughout the service life of the equipment

FLEX PLAN:

Objectives as stated in December 2019 recommendations for FY 21 Capital Planning, submitted by the Capital Planning Committee are:

The "flexible" model is that purchase of equipment with a service life of 15 years or greater, (which would include the grader, loader, excavator, and tractor with mower) would be funded one half by reserve contributions and one half by other mechanisms, such as financing, grants, or tax appropriations. As originally recommended, the basic logic of this approach is that it is more equitable to current and future taxpayers and that it provides an inflection point for the Town to consider different strategies for how it might want to approach high-dollar, long-life equipment purchases.

The Capital Planning Committee was not presented a long term spreadsheet for the "Flex" Plan. To better understand how this model might work in practice, I

have run the numbers on how the town could pay for the 1/2 of the net purchase price and how this works for current and future taxpayers.

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Finance: How do things play out if we financed 1/2 of the net purchase?

In the example I have used the 5 year term with the John Deere rates. All the loan/lease options are listed below. Cat lease has a 7 year term lease, but with higher rates. Vt. Equipment Loan Fund has lower rates and has a maximum loan of \$110,000.00. (*see calculate loan tab*)

(1) The current taxpayers get a break.

(2) The Future taxpayers pay for more than their share: They are paying for 1/2 of the purchase price of the equipment over a 5 year term. A grader has a service life of 25 years. Is it fair to lump 1/2 of the costs of the grader into a 5 year time horizon?

(3) During the period from 2025 to 2052 the Interest charges for all equipment with a service life of greater than 15 years are projected at \$97,283.00.

(4) Overlapping lease payments causes uneven payment demands. Ranging from \$15,131.00 to \$69,829.00 future payments. See the chart for the saw-tooth demands year by year. (*see calculation loan; and Flex plan loan tab*)

(5) There will be some level of additional paperwork and bookkeeping with the leases.

(6) Leases require a non-appropriation clause. In the event voters would not appropriate funds to pay the lease payment then the equipment may need to be returned. The town would not receive the trade in back.

Note: loan/lease options may be appropriate:

(1) If equipment was destroyed in a fire or encountered a major breakdown, and the reserve was not funded at that time.

(2) An immediate need for additional equipment not anticipated and no reserve funds allocated.

Available Grants:

There may be grants out there, however I have not been able to find prospective available grants that would fund large equipment.

Tax Appropriation:

The grader is scheduled to be replaced in FY 2028. Does it make sense to appropriate taxes for 1/2 of the net cost, \$174,250, in this one year? In FY 2052 this amount is projected to be \$285,770. (see Flex Hwy plan (1) Payment)

Inflection point to consider different strategies:

The town may want to consider different strategies on how it might want to approach high-dollar, long life equipment purchases. This decision should be made well in advance of an inflection point where the alternative options may not be practical for Pomfret.

SUMMARY : I pointed out at the last SB meeting **now** is the time to detail out the Capital approach(s). After running the numbers. and alternative options, In my opinion, I do not think the "Flex" approach offers logical and practical solutions that work for Pomfret. The flex plan is leading the way to an inflection point with no good way out.

I would strongly urge the SB to consider getting back on track with a fully funded capital plan. This plan will provide true flexibility with reserve balances sufficient to allow changes from time to time. For year 2022, to get back on track, we will need \$115,000 capital appropriation. Once we get back on track, there will be a reduction the appropriations in future years.

Available Loan/lease Details:

John Deere Lease.

Term: 5 yr

0 -\$250,000.00 3.7%

\$250000 to \$500,000.00 3.45%

\$500,000.00 plus 3.2%

1 dollar buy out end of lease

Jacob Kezar, Nortrax Territory Manager, Jacob.kezar@Nortrax.com 802 338 6245

Robert Petrosino, Territory Finance Manager John Deere,
PetrosinoRobertM@JohnDeere.com 732 505 0505

Caterpillar Lease

3.85% all \$ amounts.

Term 7 year. In some rare cases may go up to 10 years.

1 dollar buy out end of lease.

Jeff Slade, Jeff_slade@miltoncat.com. 802 770 8168. .

Vt. Muni Equipment Loan Fund

2% rate The lesser of 75% of the purchase price or \$110,000.00

Term: 5 year

Loan applications submitted receive approval two times a year... June and December. Annual Payments are due 1 year after approval date.

Assumptions in Spread Sheets

2.5% Increase in contributions going forward... Reset after catchup in Flat Plan.

% of Purchase price for trade in price:

37% on 6 yr service life Heavy Truck

17% on 9 yr service life (1) Ton

15% on all heavy equipment

2% annual increase in cost of equipment which equates to:

13% increase 6 year

20% increase 9 Year

34% increase 15 year

48% Increase 20 year

64% increase 25 year

*note: some adjustments were made on the Capital Committee December 18, 2019
recommendations to reflect correct percentages*

Regards,

John Moore



8836 POMFRET ROAD, PO BOX 346 □ NORTH POMFRET, VT 05053 □ PHONE 802-457-3151 □
www.horizonsengineering.com

December 4, 2019

AGREEMENT FOR ENGINEERING SERVICES

1. CLIENT

This Agreement is between Town of Pomfret (Client), 5218 Pomfret Road, North Pomfret, VT 05053 and Horizons Engineering, Inc. (Horizons) of North Pomfret, VT.

2. PROJECT UNDERSTANDING

This project involves the replacement of an existing failing 78-inch diameter corrugated metal culvert located on Cloudland Road, near where the Appalachian Trail crosses Cloudland Road. The inlet of the culvert is fed by a drainage area of 0.71 square miles. The intent of the engineering services is to develop the plans and estimate necessary for a potential grant application and then upon authorization of the Client to complete the permitting, develop contract documents, bid assistance, and construction assistance.

3. SCOPE OF SERVICES

Horizons proposes the following scope of services using entirely in-house staff out of our North Pomfret office:

TASK 1 – Culvert Sizing

- Meeting at site with State River Engineer and the Town Road Foreman.
- Hydrologic evaluation to determine flows – this will be performed using streamstats regression equations and one other method.
- Hydraulic sizing of new culvert
- Obtain bankfull width from site measurements and verify with State River Engineer. This is also used to size the culvert.
- Verify culvert type and sizing with Vermont River Engineer.
- Provide recommendation to Client of culvert type and sizing. **TASK 2** –

Preliminary Design and Plan Development

- Upon confirmation from the Client on culvert type and size, TASK 2 will commence. Scope assumes only one culvert type will be designed.
- Perform existing conditions survey of site to include culvert, road, topography, brook, and all other pertinent features, does not include boundary survey.
- Prepare base map of existing conditions.
- Perform preliminary design and plans for the new culvert.

Town of Pomfret – Cloudland Road Culvert
 Engineering Services Agreement
 December 4, 2019
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- Preliminary plan set will include three to four sheets including, a cover sheet, an existing conditions plan, a proposed site plan with stream profile, and cross sections with preliminary details and notes.
- Develop preliminary level estimate of construction and engineering. TASK 3 – Final Plan Development and Permitting
- Upon obtaining grants and/or Client authorization, TASK 3 will commence
- Prepare final plans and stream alteration permit application and submit to State of Vermont DEC River Engineer
- One response to comments assumed
- Wetland permitting is not anticipated at this time and therefore not assumed. Wetland permitting can be added for an additional fee as authorized by the Client should it be deemed necessary during the design phase. TASK 4 – Contract Plans and Bid Documents
- Incorporate final plan comments
- Prepare Contract Plans and bid documents. Bid documents are assumed to include a bid form, engineer estimate, and abbreviated front end documents. Does not include technical specifications.
- Assist Client with bid solicitation
- Review bids as requested by Client

TASK 5 – Construction Stakeout, Assistance, and Inspections

- Answer design questions, coordinate with contractor
- Shop drawing review (up to two submittals assumed)
- Layout structure
- Up to five total site visits during construction and follow up communications

Notes:

1. It is assumed that full access will be provided to Horizons Engineering as necessary to perform the necessary field work outlined in this agreement.

2. Test pits are not included in this estimate but can be included for an additional fee if requested by the Client.
3. No other state permitting services are included in this agreement.
4. Any other work not included in this scope of services that is requested by the client will be performed on a time and expense basis in accordance with the current company fee schedule below, as approved by client.
5. Horizons is not responsible for the quality of workmanship of the contractor or materials used.

Town of Pomfret – Cloudland Road Culvert
 Engineering Services Agreement
 December 4, 2019
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6. No guarantees are hereby implied for state permits.

4. FEE

Costs for the project as summarized above are as follows:

TASK 1 to TASK 2 - Time and expense basis for a Not to Exceed Fee of \$ 9500

TASK 3 to TASK 4 – Time and expense basis for a Not to Exceed Fee of \$ 5000

TASK 5 – Time and expense basis for a Not to Exceed Fee of \$ 5000

Any work above and beyond the work defined in this agreement will first be authorized by the client and billed in accordance with the fee schedule below.

The following is a listing of hourly billing rates for each employee classification and fees for reimbursable expenses for use on this project.

Associate Principal	\$175	Senior Civil Engineer	\$135
Engineer I	\$92	Technician	\$81
Administrative Assistant			\$56
Mileage	\$0.67/mile	Full Size	(24"x36" prints)
	\$4.00/sheet		

5. SCHEDULE

Horizons can commence work within one weeks, weather permitting, and time to complete the project is as follows:

- TASKS 1 through 2: 1 month
- TASK 3: Two weeks to permit submittal
- TASK 4: 1 month
- TASK 5: Dependent upon construction

The project schedule may be able to be expedited depending the Client's needs and Horizons staff availability at the time of authorization to proceed.

6. CONDITIONS FOR ENGAGEMENT

The attached Standard Conditions for Engagement are considered to be part of this Agreement.

Town of Pomfret – Cloudland Road Culvert Replacement
 Engineering Services Agreement
 December 4, 2019
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ACCEPTED AND AUTHORIZED TO PROCEED



Senior Engineer

12/04/19

Horizons Engineering, Inc.

Title

Date

CLIENT

Title

Date

**HORIZONS ENGINEERING, INC.
STANDARD CONDITIONS FOR ENGAGEMENT**

These Conditions are considered a part of the Agreement between the Client (Client) and Horizons Engineering, Inc. (HE).

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the Client agrees to limit the liability of HE and its officers in connection with this agreement to the Client and to all contractors and subcontractors associated with the project, to the total compensation paid to HE under this agreement. This limitation will apply regardless of legal theory and will include but not be limited to claims alleging negligence, errors, omissions, or breach of contract. Any claim shall be deemed waived unless received by HE within three years of substantial completion of the project.

INDEMNIFICATION – To the fullest extent permitted by law, HE agrees to indemnify and hold the Client harmless from any liability associated with the performance of work under this agreement to the extent caused by the negligence or willful misconduct of HE. The Client agrees to indemnify and hold HE harmless from any liability associated with the performance of work under this agreement unless the liability is caused by negligence or willful misconduct by HE.

ENVIRONMENTAL LIABILITY – The Client agrees that HE has not contributed to the presence of hazardous materials, waste, or pollutants at the site. HE assumes no liability or responsibility for the known or unknown presence of such materials. The Client agrees to indemnify and hold HE harmless from all claims associated with the discovery, handling, transportation, and/or disposal of such materials. Further, HE cannot guarantee that a site is clean of contamination or advise the Client to purchase, use, or occupy the site.

LESS THAN CUSTOMARY ENGINEERING SERVICE – The Client agrees that it is customary for the engineer who is responsible for the design of a project to be retained to provide services during the construction phase of a project to interpret the design intent, to ensure that the work is completed in substantial conformance with the plans and specifications, and to render appropriate guidance with respect to inconsistencies with the design. Should HE not be retained to provide services during construction, the Client agrees to defend, indemnify, and hold harmless HE from any claims arising out of interpretation of the design by the Client or others. This paragraph shall not release HE from its duty to provide services in accordance with professional standards. The Client further acknowledges and agrees that HE has no control over the actions of the Contractor or others on the site and shall not be responsible for means and methods of construction, supervision of personnel, and safety in, on, or around the site.

COST ESTIMATES – The Client agrees that HE has no control over the cost of labor, materials, and construction and therefore cannot and does not warrant that costs to the Client will not vary from estimates prepared by HE.

RIGHT OF ENTRY – The Client agrees to allow, or obtain permission from the owner to allow, HE access to the site to complete the contracted services. HE will take reasonable precautions to prevent damage to the site but will not be responsible for damages caused through normal and customary execution of the work or damages caused by others.

STANDARD OF CARE – HE will perform services with the degree of care generally exercised by engineers providing similar services at the same time. These services are provided with no other warranty expressed or implied.

COMPENSATION AND PAYMENT TERMS – The Client agrees that payment is due and payable within fifteen (15) days of the date of invoice. Lump sum portions of the contract will be invoiced based on an estimate of percent complete as determined by HE. Hourly portions of contracts will be invoiced on a time, materials, and expense basis. A 1 ½% per month interest rate will be applied to all unpaid amounts after thirty (30) days. HE shall also be entitled to legal fees necessary for collection efforts.

OWNERSHIP OF WORK PRODUCT – All work product including drawings, specifications, calculations, reports, electronic files, and all other documents and information produced in connection with this agreement shall be considered instruments of service and shall be and remain the property of HE. Reuse or modification of these instruments of service without the expressed written permission of HE is not allowed.

USE OF ELECTRONIC MEDIA – Work product that may be relied upon by the Client is limited to printed copies that are signed and sealed by HE. Any conclusion or information obtained or derived from electronic files will be at the user’s sole risk.

SUSPENSION OF WORK – The Client may at any time by a seven day written notice suspend work. The Client shall be responsible for and promptly pay HE all amounts due for services rendered to the date of termination plus additional costs related to terminating work. HE may suspend work for cause, including non-payment, by providing a seven day written notice to the Client. The Client shall indemnify and hold harmless HE from any claim associated with suspension of work for cause.

FORCE MAJEURE – Neither party shall be deemed at fault to the extent that delay or damages result from any cause beyond its reasonable control and without its negligence.

DISPUTE RESOLUTION – At HE’s option the Client agrees to submit any claims arising out of this Contract, except claims by HE for nonpayment for services, to non-binding mediation in Vermont in accordance with the Rules for Commercial Mediation of the American Arbitration Association before any other form of dispute resolution. Claims or disputes not resolved by mediation shall be decided by arbitration in New Hampshire in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall a demand for dispute resolution be made after the date legal proceedings would be barred by statute.
(SCE – liability limited to fee amount (rev. 11/10))

From: Mike Willis <mwillis@consultjtc.com>

Sent: Wednesday, December 18, 2019 11:07 AM

To: Emily Grube <Emily.Grube@pomfretvt.us>

Cc: Steve Lanne <slanne@consultjtc.com>; Steve Lanne <slanne@consultjtc.com>; ruderman1@aol.com <ruderman1@aol.com>

Subject: Cloudland Rd. Culvert Replacement Engineering Design

Hi Emily, As discussed, John Turner Consulting, Inc. and Brad Ruderman, P.E. and Associates are pleased to provide the following preliminary scope of services and fee estimate to support the Town of Pomfret's application for a structure's grant from VTRANS. Upon receiving the grant, final design and formulation of construction documents for bidding purposes may be completed under a second phase effort.

Scope of Services

- an existing conditions site plan with topographic survey;
- a hydrologic study of the drainage basin & watershed characteristics;
- a hydraulic analysis to determine the inlet controlled peak flow/flood conditions;
- a stream centerline profile with two developed cross sections;
- determining a structure size and location;
- discussing the proposed culvert replacement with the VTrans Hydraulics unit.
- a geotechnical investigation including 2 borings (one each side of the existing culvert) to 20' +/- or refusal will be performed. An analysis of the data, establishing bearing conditions, foundation type, soil/rock bearing capacity, backfilling materials and a summary report may be utilized to support the structure type decision and future structural design.

The proposal does not include:

- structural engineering (including structural designs);
- obtaining any required local, state or federal permits (such as USACE, VT's Act 250, VT ANR's Rivers Program or Wetlands Program);
- specifications on construction and installation;
- installation observations, inspections or certifications;
- attendance at town hearings or selectboard meetings;
- any application or recording fees;
- as-built plans or after-the-fact plan revisions;
- boundary or right-of-way surveying.

The estimated fee for this scope of services is \$14,000 to \$15,000.

This proposal is valid for 30 days.

It has been my experience having designed a number of these for Hartland, Barnard, Stratford, Mendon, that we select the structure type such as a precast box culvert and then simply have the contractor provide a VT Structural P.E. stamped shop drawing within their bid price for all of the structural components as is necessary. This has been well received in the past. Thank you for the opportunity to provide this information on this project.

Respectfully Submitted,

Brad and Mike

**Brad M. Ruderman & Associates, Inc.
Civil Engineers - Land Surveyors
28 U.S. Route 5 N**

Selectboard Report

2019 was a busy year in Pomfret. We have a new Road Foreman. Jim Potter has come back from a few years absence while in private business and we are delighted to have him back. His experience and knowledge have been invaluable .

Several road projects have been completed this year with the help of various grants. The Rudge Road project of new culverts, lining ditches with stone and cutting a few trees to make travel safer was completed with the help of a grant. Two large culverts were replaced on Caper Street, one that had washed out in the 2017 storm and one that was failing, with the help of another grant. The Cloudland Road bridge near the Pomfret Town line was replaced late this summer with the assistance of a structures grant from the State of Vermont. Several roads were damaged in an April storm event and all that damage has been repaired. FEMA money will be coming back to the town as reimbursement for those repairs. We have also completed a culvert and erosion inventory with the help of Two Rivers and a grant. We have received another grant to work on part of Bunker Hill next summer and we were able to purchase a hydroseeder with the aid of an equipment grant.

Thanks to Frank Perron and his patience and persistence, a small parcel of land adjacent to the Pomfret Town garage was purchased from a neighbor. We hope that in the future that acquisition will allow an improvement to the LaBounty Road Pomfret Road intersection.

The slate roof on the brick building has been replaced with local slate and the electrical system has been tied into that of the Town offices so that our generator will feed both in case of a power outage. A fiber optic line has also been added to the brick building.

Our delinquent tax collector, Karen Hewitt Osnoe has been busy getting us caught up on taxes that are overdue. She continues with that project with fewer properties on her list.

We have many projects on our list for next year. The biggest is the Howe Hill Road rebuild. Sharon and Pomfret are expecting to get this rebuild done in the summer of 2020. We also hope to get the town garage repaired and painted and the back of the Town Hall painted. There is a small amount of work left to do on the exterior of the brick building.

We want to thank all those willing to take a public office and those that volunteer their time in various capacities that make this town a wonderful place to live. Your many hours of service do not go unnoticed. Thank you.

Town of Pomfret FY21 Budget Narrative

The combined FY21 Town and Highway budget of \$1,551,359 is 11.1% higher than FY20's total budget of \$1,379,761 (including voted appropriations). Highway Fund spending accounts for a majority of the \$171,598 increased spending with an additional \$100,000 appropriation to the Highway Paving Reserve Fund that will go toward the Howe Hill Rd. repaving project. If all voted appropriations pass, the amount to be raised in taxes for FY21 will be 3.6% higher than FY20 (\$936,367 vs. \$903,067).

The Town finished FY19 with a \$179,381 surplus in the General Fund, substantially higher than the previous FY18 surplus of \$32,624. The Selectboard proposes that voters re-appropriate the surplus in the following ways: \$50,000 to offset the amount to be raised in taxes (accounted for in the 3.6% increase), \$90,000 to be appropriated to the Highway Paving Reserve, \$8,000 to the Communications Reserve and \$28,381 to the Town Building Reserve. \$127,657 of the surplus is made up of delinquent tax collection, which has averaged \$117,908 per year since 2016. In the past, the Town averaged over \$400,000 in unreserved fund balances. The institution of "Rainy Day" Reserve Funds for the General and Highway Funds should allow the board to better control the amount carried over from year to year for beginning of the year expenses and unanticipated expenditures. The Town anticipates holding about \$259,000 in unreserved balances within the respective "Rainy Day" Reserve Funds (\$84,558 for General Fund purposes and \$174,235 for Highway Fund purposes).

Including voted appropriations, the proposed FY21 Town General Fund budget is 7.1% higher than the FY20 budget (\$451,559 vs. \$419,661) and just above the five-year moving average of \$446,620. Aside from an additional spending of \$12,000 for building maintenance for the Fire Department, this year, as with the last few years, signals continued reprioritization of spending. Operating expenses continue to gradually rise, mainly due to increases in healthcare, wages and professional services. We now spend more on the Treasurer's Assistant and accounting support, Listers' payroll, Selectboard Assistant, Delinquent Tax Collector, Town Offices maintenance, property records management, and increased costs associated with shifting to police coverage by the Vermont State Police. Karen Hewitt, The Town's Delinquent Tax Collector, continues to do a fantastic job.

The proposed FY21 Highway Fund budget is 12.7% higher than the FY20 budget (\$1,099,800 vs. \$960,100) and above the moving five-year average of \$957,871. The increased spending of over \$139,700 is primarily attributable to the aforementioned addition of \$100,000 to the Paving Reserve and an additional \$25,000 in gross labor costs for increased part-time labor and increases wages for the Highway Crew. Other costs have increased as well, including fringe benefits, but some of the costs will be offset by projected reductions in large equipment maintenance expenditures (due to the anticipated purchase of two new trucks) and a slight reduction in material costs. The Board projects to finish FY20 with a \$50,000 surplus and that money is also being used to offset FY21 expenditures.

We continue to do our best to limit the creation of surpluses, a pattern that has existed for the last several years. The board will continue to refine its budgeting process while focusing on those areas of the budget that warrant the greatest attention and need.

Emily Grube, Chair

Steve Chamberlin

Frank E. Perron, Jr.

John Peters, Jr.

Scott Woodward

**Pomfret Capital Planning
Committee 5218 Pomfret Rd.
Pomfret, Vermont 05053**

Recommendations for FY21 Capital Planning

Date: December 18, 2019

The Pomfret Capital Planning Committee (CPC) respectfully submits its capital planning recommendations to the Pomfret Selectboard for fiscal year 2021 (FY21).

Highway Capital Planning

The CPC recommends consideration of two possible models for funding Highway capital acquisitions – a flexible model for equipment with a service life of 15 years or greater that funds the vehicle reserve to 91% and a flat funding model that fully funds all purchases. The CPC expects \$1,889,175 in net expenditures between FY21-FY31. Historically, there have been well thought out capital plans, but those plans have not always been followed, causing a saw-tooth effect in the vehicle reserve. Since the inception of the CPC, however, the Selectboard has consistently followed the capital plan’s funding recommendations. With each two-year review cycle, the Selectboard once again has an opportunity to revisit different funding strategies.

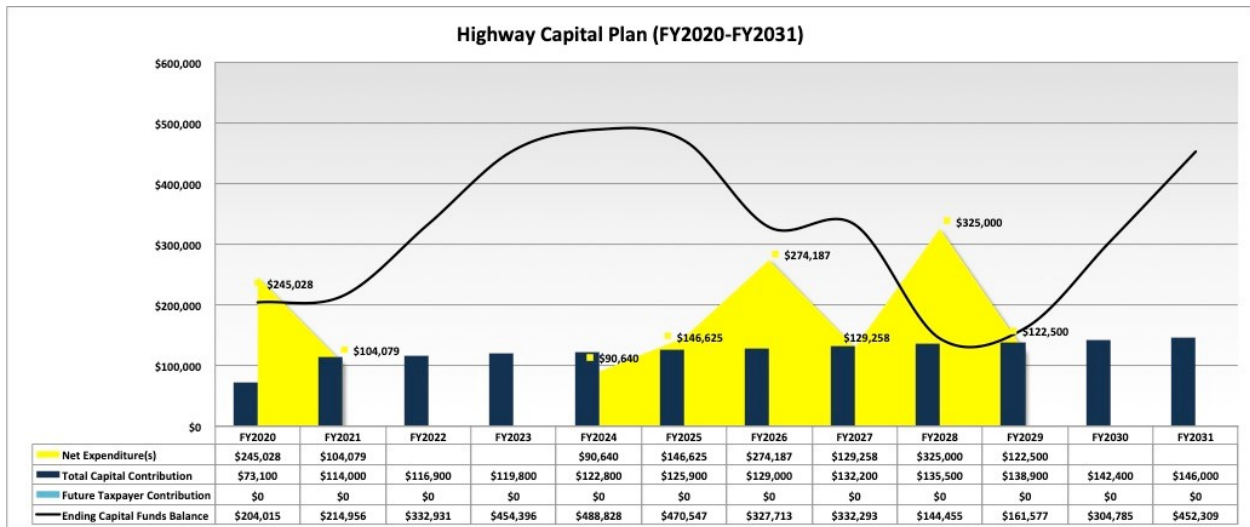
The first model is “flexible” in that the purchase of the grader, the loader and excavator are funded half by current reserve fund appropriations and the other half either by other mechanisms, such as financing, grants or tax appropriations. The total amount that would be financed in the next decade would be \$171,350, which is 9% of total expenditures for the period (\$1,889,175 in planned expenditures out to 2031). This is the model the CPC recommended for FY18 and FY19 and which the board approved. On average, this approach contributes \$90,018 per year to the vehicle reserve fund between FY21 and FY31. As originally recommended, the basic logic of this approach is that it is more equitable to current and future taxpayers and that it provides an inflection point for the Town to consider different strategies for how it might want to approach high-dollar, long-life equipment purchases.

Flexible Funding Approach (91% funded)



The second model is “flat” in that it funds the vehicle reserve to 100%. The main benefit to this approach is that it fully funds the reserve and precludes the need to consider other options to fill any unfunded balance. Contributions, adjusted for inflation, provide even contributions for taxpayers over time. Any surplus in the reserve account bears marginal interest and there are no un-anticipated interest charges for borrowing money. On average, this approach contributes an average of \$129,400 per year to the vehicle reserve fund between FY21 and FY31. Starting in 2032, it is projected reserve fund contributions can be reduced which will provide adequate funding thru 2052.

Flat Funding Approach (100% funded)



Town Building Planning

Since the last report, a number of Town building projects were accomplished. The majority of the work centered on the Town Hall and the Old Town Clerk’s building. Between those two buildings, just over \$127,000 in capital, capital renewal, and non-capital routine maintenance

was spent. The highlights include replacement of the windows at the Town Hall, painting and replacement of the slate roof on the Old Town Clerk's building. *See revised Appendix D for current estimates.*

In the next two years, the CPC expects roughly \$74,800 in capital, capital renewal, and non-capital routine maintenance across all Town buildings. There are a number of small projects for the Town Hall, e.g., installing exterior lights, smoothing of the wheelchair ramp and replacement of the back porch. These projects total an estimated \$15,500.

There are a few leftover projects for the Old Town Clerk's building, including drainage work, window painting and interior insulation, totaling an estimated \$14,300.

The Carriage Shed requires the most investment and any investment. The investments contained in Appendix D are consistent with historic preservation and total \$40,420.

The Town Office needs installation of a wheelchair access entry door and will require painting in 2022. These projects total \$17,500.

Finally, the Town Garage requires a number of small projects, including siding replacement, painting, the potential for installing a smoke and fire detection system (as recommended by VLCT), as well as a number of other small projects. These projects total \$40,000.

Town of Pomfret Building Maintenance Repairs

12/27/19

POMFRET CAPITAL MAINTENANCE & RENEWAL NEEDS

DECEMBER 2019

BUILDING	WORK DESCRIPTION	NEW CAPITAL EXPENDITURES	MAJOR MAINTENANCE/CAPITAL RENEWAL	NON-CAPITAL ROUTINE MAINTENANCE	IMPLIMENTATION SCHEDULE	NOTES
TOWN HALL	Exterior Siding Replacement		\$9,900		Spring/Summer 2017	complete
	Insulation – Walls	\$6,050			Spring/Summer 2017	complete
	Insulation – Roof	\$10,115			Spring/Summer 2017	complete
	Exterior Painting			\$19,800	Spring/Summer 2017	complete, excluding rear wall
	Front Column Repair			\$660	Spring/Summer 2017	complete
	New Porch Floor		\$3,300		Spring/Summer 2017	unconfirmed estimate
	New Windows (in lieu of repair/paint)		\$48,000		Spring/Summer 2017	complete
	Boiler Replacement		\$10,000		Fall 2030	unconfirmed estimate
	Fire Separation of Kitchen and Egress	?			TBD	no defined scope or schedule
	Floor Refinishing				Spring/Summer 2017	complete
	Exterior Lighting	\$3,000			Spring/Summer 2020	unconfirmed estimate
	Renovation/Replacement of Rear Additions	?			TBD	no defined scope or schedule
	Additional Parking	?			TBD	See Holden Engineering Study
	Paint rear of Town Hall exterior				Spring/Summer 2020	unconfirmed estimate
Fix or replace rear porch and steps			\$4,000	Spring/Summer 2020	unconfirmed estimate	
Smooth front entry ramp			\$2,500	Spring/Summer 2020	unconfirmed estimate	
	SUB-TOTAL	\$3,000	\$19,800	\$6,000		
HISTORICAL SOCIETY (Old Town Clerk's Office)	Site and Drainage Work			\$2,500	Spring/Summer 2020	
	Repair and Repoint Brick		\$4,400		Spring/Summer 2020	unconfirmed estimate
	Prep, Repair, and Paint Window and Trim			\$3,000	Spring/Summer 2020	unconfirmed estimate
	Insulate Foundation Interior and Dampproof	\$4,400			Spring/Summer 2020	unconfirmed estimate
	New Slate Roof (in lieu of repair)		\$14,700		Spring/Summer 2017	complete
	SUB-TOTAL	\$4,400	\$4,400	\$5,500		
CARRIAGE SHED	Site and Drainage Work			\$2,500	TBD	unconfirmed estimate
	Tree Removal				Summer 2021	completed Summer 2018; will need to be done every two years
	Stone Foundation Repair		\$5,170		TBD	
	Structural Reinforcement/Repair		\$24,750		TBD	
	New Wood Shingle Roof		\$8,000		TBD	unconfirmed estimate; consistent with historical preservation
		SUB-TOTAL	\$0	\$37,920	\$2,500	
TOWN OFFICES	Exterior Painting			\$15,000	Spring/Summer 2022	unconfirmed estimate
	Automatic Door Operator (ADA requirement)	\$2,500			Spring/Summer 2020	unconfirmed estimate
		SUB-TOTAL	\$2,500	\$0	\$15,000	
TOWN GARAGE	New Ventilation System	\$2,500			Winter 2016/2017	unconfirmed estimate
	Repair/Replacement of Overhead Door Jamb & Trim		\$2,500		Spring/Summer 2017	unconfirmed estimate
	Fire-Rated Separation Between Office and Garage	\$3,000			TBD	unconfirmed estimate
	Gyp. Bd. Repair/Replacement at Plumbing Vent			\$500	Winter 2016/2017	unconfirmed estimate
	Fire & Smoke Alarm System	\$20,000			TBD	unconfirmed estimate; see Issue Id 3723 VLCT Risk Mgmt Report (July 2019)
	Land Acquisition-Triangle	\$15,000			Fall 2018	complete
	Replace various clapboards		\$6,000		Spring/Summer 2020	unconfirmed estimate
	Exterior painting			\$8,000	Spring/Summer 2020	unconfirmed estimate
	Security camera system	\$5,037			Spring 2017	complete; partly funded with VLCT grant
	SUB-TOTAL	\$25,500	\$8,500	\$8,500		

NOTES:

New Capital Expenditures - New building features with 10-30 depreciation

Major Maintenance/Capital Renewal - Replacement or upgrade of existing building features with 10-30 year cycle

Non-Capital Routine Maintenance - Cyclical maintenance of existing building features with less than 10 year depreciation, or exterior land improvements under \$5,000.



Request to Cater Malt, Vinous and/or Spirituous Liquors

\$20.00 Fee (must be included)

License Number: 8039-003-CATR-001

Licensee Name: American Crafted Spirits, Inc.

Doing Business as: SILO Distillery

Street: 3 Artisans Way Town/City Windsor, VT

Contact Name & Phone: Mary Shappell 910-265-7788

Email or Fax: mary@silodistillery.com

BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION

- 1) Describe type of event: Musical Concert
2) Location of event: Artistree 2095 Pomfret Rd, 50 Pomfret, VT
3) Date of event: Friday January 10, 2020
4) Hours of operation from beginning to end: 7pm - 9pm
5) Approximate number of persons expected: 70-80
Signed: [Signature] Date: 12/31/19

Each catered event must have approval from the Town/City before submitting this application to Liquor Control.

Please check one: [] Approved [] Disapproved

Town/City Clerks Signature (Catered location) Town/City Date

SUBMIT THIS APPLICATION TO DLC AT LEAST 5 DAYS PRIOR TO EVENT

DIRECTIONS:

- 1) Submit to Town/City clerk for approval (Town/City Clerk will send to DLC).
2) Follow all liquor control laws and regulations (what applies to a first or first and third class license also applies to the caterer's license).
3) Must have a defined area for serving and consumption of alcohol with designated barriers.
4) Must have separate toilet and lavatory facilities available for both men and woman.
5) Provide sufficient number of employees for control purposes.

Rev. 06/15/16



Request to Cater Malt, Vinous and/or Spirituous Liquors

\$20.00 Fee (must be included)

License Number: 8039-003-CATR-001

Licensee Name: American Crafted Spirits, Inc.

Doing Business as: SILCO Distillery

Street: 3 Artisans Way Town/City: Windsor, VT

Contact Name & Phone: Mary Shappell 910-265-7788

Email or Fax: Mary@silcodistillery.com

BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION

- 1) Describe type of event: Gallery Opening
Artistree 2095 Pomfret Rd. 50 Pomfret, VT
- 2) Location of event: Artistree Gallery
- 3) Date of event: Friday January 17, 2020
- 4) Hours of operation from beginning to end: 5:30 pm - 8:00 pm
- 5) Approximate number of persons expected: 80

Signed: [Signature] Date: 12/31/19

Each catered event must have approval from the Town/City

before submitting this application to Liquor Control.

Please check one: Approved Disapproved

Town/City Clerks Signature (Catered location) _____ Town/City _____

Date _____

SUBMIT THIS APPLICATION TO DLC AT LEAST 5 DAYS PRIOR TO EVENT

DIRECTIONS:

- 1) Submit to Town/City clerk for approval (Town/City Clerk will send to DLC).
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- 5) Provide sufficient number of employees for control purposes.



8836 POMFRET ROAD, PO BOX 346 • NORTH POMFRET, VT 05053 • PHONE 802-457-3151 • www.horizonsengineering.com

ENGINEERING CONTRACT CHANGE OF SCOPE

Change of Scope No. 2

Project Number: 19724

Project Name: Town of Pomfret – Howe Hill Road

Client Name: Town of Pomfret

Address: 5218 Pomfret Road
North Pomfret VT 05053

DESCRIPTION OF CHANGE TO SCOPE OF SERVICES

This change of scope is to provide engineering services necessary to include eighteen culverts and associated drainage work into the current scope of services for the Howe Hill Road rehabilitation project. Specific work will include meeting on site to review culvert locations, addition of culvert locations (size as determined by the Town) and typical detail to the plan, and inclusion of the culverts into the bid package. This does not include culvert sizing, permitting, survey, cross section or profiling. This does include an assumed scope for construction inspection work.

Task 4 will be added to the existing agreement as follows:

Task 4 – Culverts and drainage

Task 4A - Field Work and Final Plans – Estimated at \$ 1400 to \$1600

- Perform site visit to review culvert locations and associated ditching drainage work with road foreman. (already performed)
- Develop final plans which will include approximate alignment of Howe Hill indicating replacement culvert locations and depths.
- Include culvert locations, culvert depths, associated ditching, and details to plans.
- Present final plans to road foreman and selectboard for review and comment. Incorporate any comments into contract plans below.

Task 4B - Contract Plan and Bid Package Preparation – Estimated at \$ 1200 to \$ 1400

- Incorporate final plan comments

34 School Street
Littleton, NH 03561
Ph: 603-444-4111
Fax: 603-444-1343

176 Newport Rd., PO Box 1825
New London, NH 03257
Ph. 603-877-0116
Fax: 603-526-4285

17 Sunset Terrace
Newport, VT 05855
Ph.: 802-334-6434
Fax: 802-334-5602

8836 Pomfret Road, PO Box 346
North Pomfret, VT 05053
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Town of Pomfret
Engineering Services Agreement
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- Include in Contract Plans and bid documents for Howe Hill Rehab project. Culverts are assumed to be included in the bid forms, engineer estimate, and specifications.
- Assist Client with bid solicitation
- Review bids as requested by Client

Task 4C - Construction Stakeout, Assistance, and Inspections – Estimated at \$ 2200 to \$2400

- Answer up to three design questions, coordinate with contractor
- Layout culverts as necessary
- Up to eight total site visits during construction and follow up communications

* Assumes eight site visits – estimate \$175 per site visit over eight site visits

Total Estimated Fee = \$4800 to \$ 5400

Notes pertaining to Task 4C

The Engineer will provide observation of the conduct of the construction and be able to state that the work is generally being performed in substantial accordance with the Contract Documents.

The Engineer shall report to the Town and the contractor work that is unsatisfactory, faulty, or defective or does not conform to the Contract Documents.

Maintain orderly files for correspondence, a log of daily activities, meeting minutes, field orders, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

The Engineer shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent, or expedite the Work, and shall not advise on any issue relative to safety, OSHA regulations, or the means, methods or procedures of construction.

Notes

1. Work not included in this scope of services but can be provided for an additional fee is as follows:
 - Survey work
 - Permitting work (permits are not assumed based on existing information)
 - Extra site visits (in addition to the eight assumed)
 - Any other work not explicitly stated in this agreement.
2. No guarantee for the quality of workmanship by the contractor is hereby provided.

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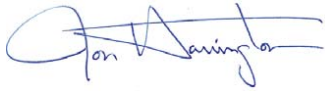
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Town of Pomfret
Engineering Services Agreement
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FEE

Horizons Engineering, Inc. proposes to complete the Scope of Services on a time and expense basis for an estimated fee (as detailed above) of \$ 5400. This will increase the total estimated fee to \$ 12000 to \$ 17,400. This Change of Scope will become part of our Agreement dated August 6, 2019.

SIGNATURES:



Horizons Engineering, Inc.

Senior Engineer
TITLE

12/19/2019
DATE

CLIENT (Authorized person)

TITLE

DATE

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