

Town of Pomfret

5238 Pomfret Road
North Pomfret, VT 05053

September 4, 2019

6:00 PM

Selectboard Executive Session Agenda

Agenda Item	Presenter	Time Frame
1. Call to Order	Chair	6:00
2. Public Comment	Chair	6:01-6:10
3. Review of Agenda	Joint	6:10
4. Executive Session: Purple Crayon Settlement	Joint	6:15
5. Adjournment	Chair	7:00

SELECTBOARD MEETING AGENDA
 5238 Pomfret Road, No. Pomfret, VT. 05052
 September 4, 2019
 Board Meeting 7:00 PM

Agenda Item	Presenter	Timeframe
1. Call to Order	Chair	7:00 pm
2. Public Comment	Chair	7:05
3. Review of Agenda	Joint	7:15
4. Recurring Items a. Approval of 08/07 and 08/21/2019 Agenda b. Warrants for Approval	Joint	7:30
5. Business items for Discussion or Vote a. Road Foreman Report b. Pedestrian Sign/speed limit for crest of the hill at the town hall c. Wayside Road Bridgewater Selectboard d. Structures Grant Application e. Bowley Driveway f. Truck Bids g. Roadside debris from spring storm (Benoit) h. Galaxy Hill Road at Ledge House Fence inside right of way i. Kathleen Dolan Charitable Contribution Agreement Acceptance j. Joan Dunne property reconciliation k. Progress of Wade Masure Letter of issues to be addressed l. Town Hall Deficiencies m. Suicide Six historic marker n. PACIF Grant o. Delegates annual VLCT Meeting p. Brick Building Town Offices water & electric consolidation q. Software: Slack and Sharepoint		
6. Meeting Wrap UP a. Selectboard Correspondence b. Review of Assignments c. Agenda Items for Next Meeting		8:45
7. Adjournment		

SELECT BOARD MEETING DRAFT MINUTES
TOWN OF POMFRET VERMONT
August 7, 2019

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

Public Attendees: John Moore (Planning Commission), Ellen DesMeules (Treasurer), Ona Chase (Cemetery Commission), Norm Buchanan (Lister), Jim Potter (Road Foreman), Susan Bitzer, Jim Morgan, Christina Chamberlin, Brendan Whittaker, Nick Clark (Thetford Selectman), Marie Cole Cross, Kathleen Dolan, Mark van Gulden, Betsy Siebeck,

1. Call to order 7 PM
2. Public Comments: Ellen read from a prepared statement re: has been a month since the public assault and the Select Board has not taken necessary action. Scott proposed that charges be filed. Ona reminded that board members need to be recognized to speak. Scott apologized to Emily and said he would accept responsibility.
3. Review of Agenda
Emily added
 - a. The finalization of Galaxy Hill Driveway Permit
 - b. Neil Lamson FEMA rate of pay be set
 - c. Planning commission wishes to seek legal counsel
 - d. Nick Clark from Thetford Select Board wishes to present a regional energy coordinator
 - e. John Peters wishes to discuss the incident of the BCA incident
Scott moved and John seconded addition of these items
4. Recurring Items
 - a. Approval of 07/17 and 07/24 Draft Meeting Minutes
Scott made several adjustments to 07/17/19 minutes; these will be added and the minutes resubmitted for approval; Frank moved and Steve 2nd approval of 07/24/19 minutes. (recording started at this point)
 - b. Warrants for Approval. Emily moved, John seconded payment for two warrants:
#19013. \$13,376.07 A/R
#19012. \$ 5,502.14 Payroll unanimous
5. Business Items for Discussion or Vote
 - a. Road Foreman Report
Jim is prioritizing projects. Would like to do the Pomfret Road culverts on Tuesday. Becky will put notice on list serve. Jim has contacted flagging companies for assistance. They will provide two flaggers and signs at \$850/day. Alex Eastman has installed GFI breakers at the garage for \$180. Regarding Rudge Road, it was necessary to use some seeding mats since the steeper areas did not take the seeding. Jim has asked Schultz Construction and Knott for estimates for assistance with Kenyon Hill ledge and some ditching areas. Schultz quoted \$3250. Frank moved and John seconded approval for this expense as Schultz has the bigger equipment necessary. Approved. Grader repair was

seconded approval for this expense of \$1145.51. Passed.

Jim asked permission to bring in some hardpack, approved, no vote necessary. Chris Bumps has recommended a 24 x 35 squash pipe for the Galaxy hill job. 120 feet of 12-gauge steel. \$8430. Steve moved and John 2nd: approved.

- a. The truck RFP was submitted, since then Steve has spoken with and met with representatives who reported numerous other equipment requests which are available in the newer trucks. Steve will amend the RFP with these new options and resend the amended RFP.
- b. Sand RFP. No bids have been received. Emily will call D&D.
- c. Town Garage Maintenance. Emily moved the Royal Security additions be installed. PACIF grants are available to help with costs Wade Masure suggested we apply. She will check with Royal to see who does the monitoring of the system. \$957.54 Wade Masure sent numerous suggestions for improvement. Grants are also available for this and Emily will apply. John Syme will replace the soffit and the roofer will consult tomorrow. John moved we apply for the grant; Frank 2nd: approval. Passed
- d. Nick Clark from the Thetford Select Board presented his proposal for a Regional Energy Coordinator based on a premise suggested by the State-set energy goals. He suggests one coordinator could be shared by several of the smaller towns with the job description developed through Two Rivers. This can be tracked over a 2-3-year trial period and then available grant money applied for. The job description is verbatim from the Town of Hartford's description. A number of towns are interested. Payment would depend upon population, i.e., smaller towns would pay less. The draft regional contract will include 6-8 towns along with Two Rivers. They will provide the contract. Scott moved John Peters be appointed the liaison with Nick. Frank seconded. Unanimous.
- e. Frank moved the Caper Street Grant be accepted; John 2nd: approved.
- f. Aggregate RFP.
- g. Fuel RFP – not to happen; Emily has contacted suppliers for rates. The supplier will perform furnace maintenance, which is another Wade Masure item.
- h. Collier Driveway. A new cut in the road, providing a 2nd access point for the driveway was created near the Maxham sugar house without approval. Emily will write a letter stating an application for permit is necessary
- i. Artistry driveway permit. Artistree has requested a 3rd driveway permit during their children's camp period (June - August). There is a lot of back and forth with parents, children, etc. They wish to have the employees' autos out of the parking area. ZBA approved 2 cuts initially. Kathleen Dolan explained they did not own the property needing the driveway when the original permits were sought. ZBA and Atty McLean will be consulted. This will be on the next meeting agenda.
- j. Galaxy Hill Site Visit. John Harrington added a swale to drain the logging road. Frank Moved and Steve seconded the Nassal driveway permit will be granted only if the Subdivision is approved by the Planning Commission. Unanimous
- k. Wade Masure from VLCT has sent a list of deficiencies in the Town buildings. Jim can remedy those in the garage and he will seek a solution to the eye wash station. John and Scott to investigate Town Hall solutions. Norm Buchanan stated the town hall bathrooms need handicap handles installed.

- l. Scott moved to approve Engineering Planning commission appointments: John Moore and Ann Reynolds will continue. ZBA appointment: Sean Picket and Ben Brickner will accept new appointments. Steve seconded. Unanimous. Scott will look into other possible appointments which need to be updated.
- m. Horizon Proposal for Howe Hill Project. Jim and Emily visited the Sharon Select board. Sharon expects to raise their bond by the end of November. Individual RFPs in conjunction with a time frame done together will reap the benefit of movement of machinery, gathering materials, etc. This will allow maximum savings of resources. John Harrington did the proposal of all of Sharon's work and is helping with language and technical information, he will be hired to help create a seamless project. John moved and Frank 2nd that Horizon Engineering be contracted for Howe Hill project. Unanimous. It was also noted that the band rail will have to be removed and replaced, this will be added to the bid.
- n. After some discussion, Scott moved that Theresa Miele be contracted as the HR consultant to work an initial 10-20 hours (or as needed) to review and recommend policies, with 1-5 hours per month thereafter, at the rate of \$65/hour. He recommends that the Board commit to following her recommendations. The money will come from the Professional Fees Budget. John seconded. Ellen introduced the idea of a part time town manager since she perceives the amount of work the Select Board is overwhelming. Scott believes this first step will help determine future needs. Passed.
- o. Mediation with VLCT funding. Emily has spoken with Karen Stackpole and Jill Muir and there is no VLCT money available for mediation. Karen suggested we adopt Rules of Conduct. Our HR consultant may be able to help in developing. This will be added to the agenda for the next meeting.
- p. Slack Software – John will attain more information and prepare a presentation for next meeting.
- q. Information Technology. Scott suggested we reach out to Bob and ask him to prepare a written report. Emily will ask Becky to ask Bob for a report and also research the need for a new computer at the garage with a backup system.
- r. Emily moved and Frank seconded Neil Lamson's rate of pay for his FEMA work be set at \$17/hour. Emily reports Neil would be happy with this. Unanimous.
- s. Emily moved and Frank seconded approval for the Planning Commission to seek legal counsel for the Nassal subdivision permit and the ZBA recommendations. Unanimous
- t. Emily moved and Frank seconded approval for the Planning Commission to seek legal counsel for the Nassal subdivision permit and the ZBA recommendations. Unanimous
- u. Discussion of Pomfret Town Website Investigation. Frank requested a number of emails as a matter of public information which were created in late June, early July. He feels that Ellen inserted herself into a Select Board function. Emily explained that she had asked Ellen and Becky for such an investigation because several meeting records had suddenly disappeared from the web site, including recordings of minutes. Frank felt the language used by Ellen was editorialized and inflammatory. Betsy Siebeck stated she was shocked at the language used and felt Ellen did not do what Emily asked. Ona asked who requested the public records – Scott did, not Betsy. They are not confidential information. Betsy is sure there are clear legal statutes involved. She also stated this “felt like persecution.” John Moore stated that since email has replaced private

conversations of the past, we must be more circumspect with language. Ona suggested the Select Board Handbook be studied. John agreed that select board policy is not mandated. Scott feels there has been tension for more than a year and he feels it is time for roles and responsibilities to be clarified and respected. Boundaries need to be defined. John feels we should devote a special Select Board meeting towards this goal. Norm suggested that VLCT has classes available for Select Board members, Listers, Zoning Board, etc. Frank stated he has attended such classes. Steve feels the Board needs to get over childish behavior. Betsy states the email situation is a new problem and we would be remiss in not dealing with it. Scott feels the Board should not allow a town official to use public comment section for such activity. Ona asked if Ellen was here as a public official or as private taxpayer; Ellen stated as a taxpayer. Emily stated that the Board will listen to anyone who wishes to make public comment. We cannot disallow or stifle public comment or we lose our ability to be a democracy. She stated we must move on to the next topic

- v. BCA Incident. John Peters stated that he was not in attendance at the BCA meeting, and he is reluctant to bring the topic up since he is a family member which could be seen as a conflict of interest. He feels the incident needs to be addressed by the Board. He understands the incidents which led up to the incident. He feels such behavior should never happen and that a formal, written apology is necessary. Scott agreed to offer a written apology; he also feels there has been a ton of hyperbole around the issue and feels he has been aggressively attacked over the past year and this is also not acceptable. He will not try to justify what he did. If anyone feels this warrants censure, he would like it brought forward. He feels "I represent change and am viewed as an outsider and not well understood." Again, it was agreed we need to define boundaries and not do things that create consequences. Christina suggested "ask yourself why you are on the Board?" This should be to benefit the town with no hidden agendas, to demonstrate professionalism and work as a group. There always will be criticism. Discussion continued until Emily ended the conversation at 10:12 pm.

6. Meeting Wrap Up

- a. Select Board Correspondence – Ambulance bill has been received. Annual fee for the current year is \$30,000
- b. Assignments: Emily Collier Letter; Becky – Garage computer, Bob Merrill report; Scott – talk to attorney re: Artistree driveway permit; John & Scott – Slack Software; Follow up Sand RFP; Steve – amend Truck RFP; Jim to speak with GMP about tree removal and removal of debris from last winter; John and Scott Town Hall handicap access.
- c. Agenda for Next Meeting: Slack software, Artistree Driveway, Fuel RFP, Rules of conduct

7. Frank moved and Steve seconded for Adjournment at 10:20 pm

SELECT BOARD MEETING DRAFT MINUTES
TOWN OF POMFRET VERMONT
August 21, 2019

Present: Emily Grube, Steve Chamberlin, Scott Woodward (phone), John Peters, Frank Perron, Cynthia Hewitt

Public Attendees: John Moore (Planning Commission), Jim Potter (Road Foreman), Jim Morgan, Christina Chamberlin, Pam Pickett, Time Reiter (Mgr. Suicide 6), Ben Brickner (ZBA), Karen Hewitt (ZBA), Leah Stipek, Jordana Jusienan, Ellen DesMeules (Treasurer), Neil Lamson (Lister), Greg Tuthill, Heidi Bowley, Andrew Mann, Christian Avard (Vt Standard)

1. Call to order 7:00 pm
2. Public Comment: Leah Stipek is concerned about the cut-back of Vermont State Police Coverage in the town and the speeding problem. Emily explained this was a minimal reduction in hours in order to conform to the budgeted line item.
3. Review of Agenda. Emily added a liquor permit for Silo Distillery on 09/06/2019 at Artistree. Cynthia reported the minutes from the 07/11/2019 Special Meeting will be distributed to the board via email. John moved that these items be added to the agenda; Steve seconded; Roll-Call vote – unanimous
4. Recurring Items:
 - a. Approval of 08/07/19 Minutes: Frank asked this be postponed to the next meeting as he would like to make some changes in items 5n., u., and v. Approval of 07/24/2019 minutes was unanimous.
 - b. Warrants for Approval: Emily moved the following warrants be approved for payment; Steve seconded; Roll-Call Vote -- unanimous
 1. 19017 \$61,627.92 A/R
 2. 19015 375.59 Payroll
 3. 19014 5,604.60 Payroll
 - c. The final payment for Joan Dunn will be looked at by the ZBA Atty. Wyeth. Emily will give her a call.
5. Business Items for Discussion or Vote:
 - a. Road Foreman Report: Jim reports continued grading and mowing as the current undertaking. Keith Sawyer will be mowing 2 days per week. Frank moved and Steve seconded that Mr. Sawyer be hired on a part-time basis contingent on his compliance with VT DMV requirements. The rate of pay will be \$22/hour. Roll-Call Vote – unanimous. The Galaxy Hill culvert will arrive on Friday. Jim was given the go-ahead to order culverts for the Caper Street project since VTrans has signed off and all paperwork is in. The certificate of insurance has been filed. Keith Fellows from Two Rivers did site visits with Emily and Jim on Bunker Hill/King's Highway, Handy Road, Galaxy Hill. Culverts and ditching will be done on King's Hwy. Dick Shultz will get to the work Jim asked for in mid – late September. The Cloudland Bridge project will start in two weeks. They know they must be out of the water by 10/01/2019. Truck #3 is at Sabils

- a. Fuel Price Contract Acceptance: Bids were received from Dead River and Irving Oil. Irving prices were less for both diesel and propane. Frank moved and Steve seconded the contract be awarded to Irving. Roll-Call Vote – unanimous.
- b. Wayside Road Maintenance -- Bill Pape, who lives on the Bridgewater side of Wayside, called to report the roads had not been graded. Emily will reach out to the Bridgewater Select Board to work out the previous agreement.
- c. Truck Bids – tabled to next meeting
- d. Sand Bids – Frank Moved and John seconded that the contract be awarded to D&D. Roll-Call– unanimous.
- e. Aggregate Bid – Based on price comparison (Pike & Twin State) Frank moved and john seconded the contract be awarded to Pike. Last year’s prices are good until 10/15/19) Roll-Call Vote – unanimous
Emily and Jim met with Caleb who suggested the Howe Hill RFP be sent early – Emily will email Jon Harrington and the Sharon Board.
- f. Artistry Driveway Permit – Joe McLean reports there is no conflict. John moved we issue the permit on a seasonal basis (June-August) for use of the “Farm road with no improvements.” Frank 2nd; Roll-Call Vote – unanimous.
- g. Bowley Driveway Permit – Heidi Bowley, Greg Tuthill, Jim, Steve, and Emily will attend a site visit tomorrow morning at 7 am. Will be added to the next meeting agenda
- h. John. Moved that Silo Distillery Permit be granted for a 09/06/2019 event at Artistree. Steve 2nd. Roll-Call Vote – unanimous.
- i. Follow-up Information Technology – tabled to next meeting.
- j. Dirt Daze at Suicide Six. Complaints/comments were heard from several residents over the weekend regarding unexpected motor cycle activity. Tim Reiter, Manager of Suicide 6, was in attendance to answer questions. Most residents saw this as a positive event, bringing business to the area – as reported at Teago and Maplefields. Pam Pickett described the early noise as disturbing and she felt 200+ people camping was a bit too much. Mr. Reiter said the original projection was for fewer people, but additional sponsored had added some “hype” drew more to the event. For the most part these people were obeying traffic laws respectfully, and Mr. Reiter reported a completed clean area when they left. The event originated at Lake George and has grown significantly. It was agreed that for future events Mr. Reiter will attend a Select Board meeting in advance so notice can be given to residents. Emily also suggested caution signs and traffic control be used as well. Christina stated she was happy to see the venue being used for different occasions and hoped we could encourage future happenings.
- k. Ongoing List of Meeting Agenda Topics –
 1. Scott would like to encourage and support the broader use of SharePoint for record keeping, i.e., circulating agenda items. He also feels there may be outstanding appointments which need to be renewed-- he will check minutes and determine if there are any appointments that need updating. The list will be circulated at the next meeting.
 2. Neil Lamson has met with a FEMA representative who informed him there are mitigating funds available for culverts at Graded Ledge and Sugarbush that were

damaged in Irene. There needs to be a hydraulic study done on these two areas. VTrans has been contacted.

1. Use and Maintenance of SharePoint –Scott would like to see SharePoint used on a regular basis. Emily confirmed that she does use it but the indexing needs to be better defined. Neil found the FEMA documents easily. Scott will develop a presentation for the next meeting. Slack Software will also be presented.
1. Meeting Wrap Up
 - a. Correspondence – none
 - b. Review of Assignments – Steve – Truck bids; John – Slack; Scott – SharePoint; Frank – 08/07/2019 minutes; Emily – Bridgewater Selectboard, Sharon/Howe Hill, PACIF grant; Scott & John – Town hall deficiencies
 - c. Agenda Items for Next Meeting: Executive session for Purple Crayon Settlement; Pedestrian sign/speed limit for crest of the hill at the Town Hall; Sy Benoit roadside debris from spring storm; Suicide Six historic marker; Bowley Driveway
2. Adjournment – John moved; Frank second; Role Call unanimous. 8:47 pm.



08/23/2019

SFY20 Municipal Highway and Stormwater Mitigation Grant Program

In a commitment to improving the quality of state waters and providing funding to municipalities to assist in their efforts, the Vermont Agency of Transportation (VTTrans) is pleased to announce this funding opportunity.

Grants funded through this program must have a transportation link. The enabling legislation that determines eligibility follows:

Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.

VTTrans has identified the following as potentially eligible project types:

- Planning Studies (stormwater inventories, flow restoration plans, phosphorus control planning)
- Salt/Sand Sheds
- Bank Stabilization
- Culvert Replacement/ Re-sizing
- Stream Bank Stabilization
- Detention Ponds
- Check Dams
- Swirl Separators
- Permeable Pavers
- Infiltration Basins
- Gravel Wetlands
- Subsurface Detention Systems
- Bio Filters
- Bio Retention Systems

Eligible applicants for this grant program are municipalities.

There is not a program cap on the amount of funding granted to a specific project. However, there is a 20% local match requirement. All projects must be developed in accordance with applicable federal and state regulations.

All projects shall be developed according to the guidelines published in the *Municipal Assistance Bureau – Local Projects Guidebook for Municipally Managed Projects*. The document and appendices can be found at: <http://vtrans.vermont.gov/highway/local-projects/general-information/guidebook>

The Federal Highway Administration has an excellent web page available with additional information for federal-aid projects: <http://www.fhwa.dot.gov/federal-aidessentials/>

Some of the requirements highlighted in the above sources include compliance with the following:

- National Environmental Policy Act
- Uniform Act for Right-of-Way acquisition
- Buy America Provisions
- Low bid, sealed bid process for construction – Force Account generally not allowed

This a reimbursement program, municipalities must submit invoices for completed work to be reimbursed appropriately up to the grant amount. All projects must be completed or all expended federal funds will be required to be paid back.

All applications require a letter of support from their Regional Planning Commission (RPC). Projects located in or adjacent to a state maintained right of way must submit a description of the project and/or plans to the District Transportation Administrator (DTA) in that region. A copy of this correspondence to the DTA must be attached to your application.

How to apply:

- Application can be found at: <http://vtrans.vermont.gov/highway/Municipal-Highway-and-Stormwater-Mitigation-Program>
- Applications must be received on or before October 4, 2019. A hard copy or electronic submittal via email is acceptable although electronic submittals are preferred.

An informational workshop will be held via Skype Meeting on Wednesday, September 18th. It is strongly recommended that an official representative of the applicant listen in on the workshop to fully understand the requirements associated with federal-aid projects. Applicants may participate from any computer connected to the internet using the link below. No password or pre-registration is required but it is recommended that you visit the following link prior to the meeting to ensure that your computer is properly equipped for a Skype meeting: <http://tiny.cc/nswmbz>

Informational Workshop

[Wednesday, September 18th from 1:00pm - 3:00pm](#)

For more information or for questions, please contact:

Joel Perrigo
Municipal Assistance Bureau – Local Projects Group

Vermont Agency of Transportation One National Life Drive Montpelier, VT 05633-5001
(802) 595-4933 joel.perrigo@vermont.g

August 13, 2019

To Whom it may concern,

I am applying for a driveway on land owned by Thomas Havill to access a potential building site on land owned by Gregory Tuthill.

Before moving forward with land transfers, I need to know if there is in fact an acceptable access point where I am proposing.

See enclosed documents.

Sincerely,

Heidi Bowley

heidibowley@gmail.com

(802)356-0264

Town of Pomfret draft – July 31, 2019

Execution Version

CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (this “Agreement”) is made effective as of **August** [] **July 1**, 2019, by and between Kathleen Dolan, an individual having an address at P.O. Box 94, Barnard, Vermont 05031 (“Donor”), and the Town of Pomfret, a Vermont municipal corporation having an address at 5218 Pomfret Road, North Pomfret, Vermont 05053 (the “Town”).

WHEREAS, the Town annually expends funds raised through property taxation to provide municipal services including road maintenance, emergency services, and efficient administration (collectively, the “Services”);

WHEREAS, the Services benefit Donor and Purple Crayon Productions, Inc. (d/b/a ArtisTree Community Arts Center), a Vermont non-profit corporation and community arts center (“ArtisTree”), of which Donor is founder and executive director;

WHEREAS, the Town’s Board of Listers has determined that a portion of the property of ArtisTree is, based on its use and occupancy as of April 2019 and then-current Vermont law, exempt from property taxation;

WHEREAS, the Town recognizes that ArtisTree has a profound and positive impact on the local economy and quality of life of its residents;

WHEREAS, the Town and Donor wish to foster the mutually beneficial relationship between the Town and ArtisTree; and

WHEREAS, to further this goal, the Town and Donor wish to enter into an agreement by which Donor will make recurring charitable donations to the Town in support of the Services available or provided to ArtisTree.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by the parties hereto as follows:

1. Donor’s Intent. In recognition of the foregoing premises, and ArtisTree’s unique position in the community, Donor desires to make a meaningful, annual charitable donation to the Town (each, a “Donation”) on the terms and conditions contained in this Agreement.
2. Payment of Donation. Each Donation shall be paid on or before the first tax payment due date in each fiscal year of the Town, **commencing ; provided that the 2019–20 fiscal year Donation shall be paid** on or before **August 16September 30**, 2019. ¹Each Donation shall be paid to the order of the “Town of Pomfret”, in immediately available funds and delivered to the Town

Treasurer. Proceeds of each Donation shall be deposited into any fund of the Town and may be disbursed for any purpose as the Town's Selectboard directs.

3. Amount of Donation. Each Donation shall be equal to [Two Hundred] percent (~~[200]~~200%) of the local ("Town Tax" plus "Local Agreement") real property tax that ArtisTree

1

205165291.4

Note to Draft: This is the first tax payment due date for the 2019-20 fiscal year.

would owe to the Town for the then-current fiscal year, based on the grand list value of all of the property then owned by ArtisTree that is exempt from payment of real property taxes in such fiscal year.²

4. Initial Term. The initial term of this Agreement shall expire on June 30, ~~2030~~³ 2029 (as such date may be extended pursuant to Section 5 below, the "Expiration Date").

5. Subsequent Term(s). The Expiration Date shall be extended automatically by five (5) years, unless either party hereto provides written notice to the other party at least thirty (30) days before the Expiration Date of its desire not to extend this Agreement.

6. Miscellaneous

(a) Representations. Each party hereto represents and warrants to the other _____

party that:

1. (i) it has full power, capacity and authority to enter in this Agreement;
2. (ii) it has consulted with legal counsel concerning the effect of this Agreement and intends to be legally bound hereby;
3. (iii) it has participated in the negotiation and development of, and is responsible for the form and content of and the language in, this Agreement and it shall not assert or claim that the other party was the author of the Agreement or that the Agreement should be interpreted in a manner more favorable to it;
4. (iv) it is responsible for paying its own legal, professional and other expenses incurred in connection with this Agreement and the transactions contemplated hereby; and
5. (v) no goods or services have been (or will be) solicited by Donor or provided by the Town in exchange for any Donation payment.

(b) Further Assurances. The Town shall provide Donor with such documents and information as Donor reasonably may request to report a Donation payment on Donor's tax returns and in connection with any audit or similar proceeding related to the Donation.

(c) Successors, Assigns and Affiliates. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto. All references to “ArtisTree” shall be deemed to include any successor organization thereto.

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205165291.4

205165291.5

Note to Draft: The amount described in this sentence is greater than the amount of funds “lost” as a result of the Listers’ April 2019 decision. This reflects Ms. Dolan’s expressed desire to donate to the Town more than the amount of funds lost.

Note to Draft: This is the last day of the tenth fiscal year covered by this Agreement. 2

(d) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Vermont without regard to principles of conflicts of law.

(e) Amendments. This Agreement may be amended only by a writing signed by both parties hereto.

(f) Severability. If any term of this Agreement is determined to be unenforceable, such term will be limited to the extent necessary to render the remaining portion of this Agreement enforceable.

(g) Counterparts; Facsimile and .pdf Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature and any such facsimile or .pdf signature shall constitute an original for all purposes.

205165291.4

205165291.5

[Remainder of page intentionally blank. Signature pages follow.]

3

IN WITNESS WHEREOF, Donor and the Town of Pomfret have made this Agreement effective as of the date first above written.

DONOR

By: Kathleen Dolan

TOWN OF POMFRET

(by its Selectboard)

By: Emily Grube, chair

By: John Peters Jr., vice-chair

By: Steve Chamberlin

By: Frank Perron

By: Scott Woodward

205165291.4

Signature Page to Charitable Donation Agreement

CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (this "Agreement") is made effective as of July 1, 2019, by and between Kathleen Dolan, an individual having an address at P.O. Box 94, Barnard, Vermont 05031 ("Donor"), and the Town of Pomfret, a Vermont municipal corporation having an address at 5218 Pomfret Road, North Pomfret, Vermont 05053 (the "Town").

WHEREAS, the Town annually expends funds raised through property taxation to provide municipal services including road maintenance, emergency services, and efficient administration (collectively, the "Services");

WHEREAS, the Services benefit Donor and Purple Crayon Productions, Inc. (d/b/a ArtisTree Community Arts Center), a Vermont non-profit corporation and community arts center ("ArtisTree"), of which Donor is founder and executive director;

WHEREAS, the Town's Board of Listers has determined that a portion of the property of ArtisTree is, based on its use and occupancy as of April 2019 and then-current Vermont law, exempt from property taxation;

WHEREAS, the Town recognizes that ArtisTree has a profound and positive impact on the local economy and quality of life of its residents;

WHEREAS, the Town and Donor wish to foster the mutually beneficial relationship between the Town and ArtisTree; and

WHEREAS, to further this goal, the Town and Donor wish to enter into an agreement by which Donor will make recurring charitable donations to the Town in support of the Services available or provided to ArtisTree.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by the parties hereto as follows:

1. Donor's Intent. In recognition of the foregoing premises, and ArtisTree's unique position in the community, Donor desires to make a meaningful, annual charitable donation to the Town (each, a "Donation") on the terms and conditions contained in this Agreement.

2. Payment of Donation. Each Donation shall be paid on or before the first tax payment due date in each fiscal year of the Town; *provided* that the 2019–20 fiscal year Donation shall be paid on or before September 30, 2019. Each Donation shall be paid to the order of the "Town of Pomfret", in immediately available funds and delivered to the Town Treasurer. Proceeds of each Donation shall be deposited into any fund of the Town and may be disbursed for any purpose as the Town's Selectboard directs.

3. Amount of Donation. Each Donation shall be equal to Two Hundred percent (200%) of the local ("Town Tax" plus "Local Agreement") real property tax that ArtisTree would owe to the Town for the then-current fiscal year, based on the grand list value of all of the property then owned by ArtisTree that is exempt from payment of real property taxes in such fiscal year.

4. Initial Term. The initial term of this Agreement shall expire on June 30, 2029 (as such date may be extended pursuant to Section 5 below, the “Expiration Date”).

5. Subsequent Term(s). The Expiration Date shall be extended automatically by five (5) years, unless either party hereto provides written notice to the other party at least thirty (30) days before the Expiration Date of its desire not to extend this Agreement.

6. Miscellaneous

(a) *Representations*. Each party hereto represents and warrants to the other party that:

- (i) it has full power, capacity and authority to enter in this Agreement;
- (ii) it has consulted with legal counsel concerning the effect of this Agreement and intends to be legally bound hereby;
- (iii) it has participated in the negotiation and development of, and is responsible for the form and content of and the language in, this Agreement and it shall not assert or claim that the other party was the author of the Agreement or that the Agreement should be interpreted in a manner more favorable to it;
- (iv) it is responsible for paying its own legal, professional and other expenses incurred in connection with this Agreement and the transactions contemplated hereby; and
- (v) no goods or services have been (or will be) solicited by Donor or provided by the Town in exchange for any Donation payment.

(b) *Further Assurances*. The Town shall provide Donor with such documents and information as Donor reasonably may request to report a Donation payment on Donor’s tax returns and in connection with any audit or similar proceeding related to the Donation.

(c) *Successors, Assigns and Affiliates*. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto. All references to “ArtisTree” shall be deemed to include any successor organization thereto.

(d) *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of Vermont without regard to principles of conflicts of law.

(e) *Amendments*. This Agreement may be amended only by a writing signed by both parties hereto.

(f) *Severability*. If any term of this Agreement is determined to be unenforceable, such term will be limited to the extent necessary to render the remaining portion of this Agreement enforceable.

(g) *Counterparts; Facsimile and .pdf Signatures.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature and any such facsimile or .pdf signature shall constitute an original for all purposes.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, Donor and the Town of Pomfret have made this Agreement effective as of the date first above written.

DONOR


By: Kathleen Dolan

TOWN OF POMFRET

(by its Selectboard)

By: Emily Grube, chair

By: John Peters Jr., vice-chair

By: Steve Chamberlin

By: Frank Perron

By: Scott Woodward

