

Town of Pomfret
 5238 Pomfret Road
 No. Pomfret, VT. 05052
SELECTBOARD MEETING AGENDA
 November 6, 2019
 7:00 PM

Agenda Item	Presenter	Timeframe
1. Call to Order	Chair	7:00
2. Public Comment	Chair	
3. Review of Agenda	Joint	7:10
4. Recurring Items a. Approval of Minutes b. Warrants for Approval	Joint	7:15
5. Business Items for Discussion or Vote a. Road Foreman Report b. 2020 Census Thomas T. Simmons c. Truck BIDS d. Zoning Ordinance e. Cloudland Bridge f. Salt contract g. Driveway permits h. Tree warden (standing dead trees) Cy Benoit i. Budget worksheets & Planning j. Palmer Power Pole Easement		7:30
6. Meeting Wrap Up a. Selectboard Correspondence b. Review of Assignments c. Agenda Items for Next Meeting	Joint	8:45
7. Adjournment		

October 16 2019
Select Board Meeting Draft Minutes

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

Public: Charlene Kelly At regular meeting: Jim Potter (road foreman, Ben Brickner, John Moore (Planning), C. Hewitt (SB assistant)

Executive Session

1.

Call to order at 6:30 pm. Scott Woodward moved that the board make a finding that premature public knowledge would place the body, the Selectboard, at substantial disadvantage in relation to pending litigation. Scott Woodward moved and Frank Perron seconded that the board enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(E) to discussion ongoing settlement discussions with Purple Crayon at 6:30 pm. .Scott on speaker phone so roll call vote unanimous. Exited at 7:05

Select Board Meeting

1. Call to order 7:00 pm.
2. Public Comment None
3. Review of Agenda: Emily moved and Steve seconded to add an executive session at the end of the public meeting.

4. Scott moved and Steve seconded approval of the 10/02/2019 Selectboard Meeting

Minutes

5. Frank moved approval of the following warrants; John 2nd

19033 \$10,306.71 Payroll 19035 23,087.53 A/R

6. Business Items for Discussion or Vote

1. Road Foreman Report
Jim reported that the crew will be. Mowing and grading to get ready for winter. He will grade all of Allen Hill this coming week. The loader has a crank seal leak and a timing cover leak; repairs will be \$4,081 with a possible extra \$900 pending results of repairs. It needs to be trucked to Springfield. Nikon expects to be here the middle of next week for crack sealing. The paving is done, they will return to finish the shoulders. Evergreen access on Barber Hill has been closed as requested. Patching will also be done next week. Loreda Sola's driveway permit is approved. Cloudland Road is opened for traffic this

evening. Scott Jenson has been monitoring the project. Chris Bumps will meet with Jim re: placement of pedestrian signs and also re: salt bids.

2. RE: Adelson temporary logging access. Mr. Vollers wants continued access to mow. A permit must be submitted and the water bar corrected as it now pours into the road.
3. Cy Benoit is not here; no tree warden report
4. Truck Bids. ATG & Clark came to view trucks for their trade in value. Clark said \$57,777 for the 2013 and \$62,777 for the 2014. ATG has not yet responded. The standard transmission will save \$8366. The 4wd truck will not fit into the garage. Steve and John will submit another RFP for a 2wd 6-wheel truck and get the total price to include warrantee, minus trade in value with the bid due on 11/06/2019. This motion was by Frank, Second by John. Unanimous.
5. Fiscal Year Budget Planning
Ben Brickner has been working with the auditors creating Excel spreadsheets which Nancy is reviewing. Emily contacted library, fire, and cemetery for figures by Dec 1st. We need to address the capital planning which projected using trucks for 7 years and is not working – the trucks don't last that long.
6. Wade Masure deficiencies are being corrected. Scott is waiting for some estimates. John Moore will check the heat tapes.
7. John Moore has gotten a second quote on the electrical project at the town office/brick building. Mid Vermont Electric (Pat Judge). He will provide 50 amp service. The town crew will excavate the trench for conduit. John moved and Steve seconded this contract be made. Unanimous.
8. NCRS paperwork. No update
9. Veteran's memorial. Chick (Howard) chase is interested in helping with this. Emily asked that the discussion be tabled until after the budget planning.

Meeting Wrap Up

1. Assignments: Steve & John truck RFP.

Boiler maintenance – Ellen is arranging

Highway building issues of Wade Masure and emailing Vollers re: pertmit– Emily

2. Agenda for Next meeting

Tree warden (standing dead trees) Cy Benoit Budget worksheets
Truck bids

Adjournment at 7:50 pm Second Executive Session

Scott and Frank moved and seconded to return to second ex. session after regular meeting. Scott Woodward moved that the board enter into executive session pursuant to 1 V.S.A. § 313(a)(1)(E) to discussion ongoing settlement discussions with Purple Crayon.

Scott Woodward moved and Frank Perron seconded to approve and authorize the Selectboard Chair to execute the Settlement Agreement with Purple Crayon Productions, Inc., in Vermont Superior Court, Environmental Division Docket No. 5-1-19 Vtec, subject to any non-substantive changes that the Town's attorney may recommend.

8:54 pm. Adjournment and exit exec.

KNOW ALL PERSONS BY THESE PRESENTS:

That **The Town of Pomfret** in the City/Town of **Pomfret** County of **Windsor** and State of **Vermont**, (hereinafter, whether singular or plural, called the GRANTOR), in consideration of One Dollar paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby gives, grants, bargains, sells and conveys unto **GREEN MOUNTAIN POWER CORPORATION**, a Vermont corporation with a principal place of business situated in Colchester Vermont, and **Telephone Operating Company of Vermont LLC, a Delaware limited liability company with a place of business in South Burlington, Vermont** (hereinafter, regardless of the number of GRANTEES, called the GRANTEES) and to its/their successors and assigns, the exclusive and perpetual right and easement to erect, place, construct, reconstruct, bury, operate, repair, maintain, replace, patrol and remove **overhead and/or underground cables, wires, lines, conduits, poles, guys, anchors, braces, foundations, above and below ground equipment**, fixtures and appurtenances (hereinafter, called the facilities or a facility) for the transmission and/or distribution of electricity and for telecommunications use and transmission and transmission of intelligence (including but not limited to data, information, video and voice), any of which facilities may be erected at different times and at such voltages and capacities as GRANTEES may from time to time determine, under, upon, over or across lands of GRANTOR in the Town of, **Pomfret** in the County of **Windsor**, and State of Vermont, hereinafter referred to as the "Easement Area" and described as follows:

An overhead line beginning at GMP Pole 1 and said line shall run to the centerline of Kenyon Hill Rd., so-called and onto the lands now or formerly of Payne. Said Line is GMP Line 293

The exact location of the facility or facilities is to be selected by the GRANTEES after their final surveys have been completed within the above-described location. Said Easement Area shall be ten (10) feet on each side of the centerline of installed conduits for underground facilities, twelve and one-half (12 1/2) feet on each side from the outermost conductors for overhead facilities, and an additional six (6) feet from the outer perimeter of all underground and above ground facilities. Notwithstanding any limitations on the rights herein conveyed, the GRANTEES, their successors and assigns, may place, maintain and replace anchors, guy wires, and braces up to twenty five (25) feet from any facility as needed for support.

Together with the perpetual right and easement from time to time without further payment therefore, to renew, replace, add to, remove, and otherwise change the facilities and each and every part thereof, and the locations thereof within said Easement Area, and to access said Easement Area to and from the adjoining lands of GRANTOR for all of the purposes set out herein, to provide for the continued operation, maintenance and replacement of said facilities.

Included in this grant is the continuing right of the GRANTEES within the Easement Area to cut down, trim and to remove and keep cleared such trees, underbrush, and vegetation, or parts thereof growing within or overhanging such Easement Area as in the judgment of GRANTEES may interfere with or endanger the efficient operation and use of said facilities, and to remove all structures which are now found, or which may be subsequently placed on or within such Easement Area in violation of the rights and privileges of GRANTEES hereunder, together, also, with the permanent right to enter on adjacent lands of GRANTOR to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of GRANTEES, interfere with or be likely to interfere with, the successful operation of the facilities now or hereafter to be constructed on said Easement Area (danger trees). The GRANTOR, for GRANTOR and GRANTOR'S successors and assigns, does hereby covenant that none of them will erect or permit any building or any other structures or trees or bushes to be erected or placed within the Easement Area, or change the grade, fill or excavate within said Easement Area which, in the judgment of the GRANTEES, its successors and assigns, might interfere with the proper

operation and maintenance of said facilities. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, septic tanks, leach fields/mound systems, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

Title to the foregoing Easement Area and GRANTOR's premises was acquired by deed to the within GRANTOR from **Richard O. Palmer and Judith M. Palmer** dated **October 21 1988**, and recorded in Book **37** at Page **326** of the City/Town of **Pomfret** Land Records.

It is agreed that facilities shall remain the property of the GRANTEES, its/their successors and assigns, and that the GRANTEES, its/their successors and assigns, shall pay all taxes assessed thereon.

GRANTEES shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said GRANTEES, its/their successors and assigns, forever.

And the GRANTOR hereby for said GRANTOR and its successors and assigns, covenants with the GRANTEES, its/their successors and assigns, that the GRANTOR is lawfully seized in fee simple of the granted premises, and that the GRANTOR has good right and title to sell and convey the same as aforesaid, that they are free from any claims of, or encumbrances by, third parties, including without limitation, any claim or encumbrance created by an offer of dedication to a municipality for a roadway(s) and will WARRANT and defend the same to the GRANTEES, its/their successors and assigns, forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the aforementioned GRANTOR has hereunto set its/his/her/their hand and seal and further, to the extent GRANTOR is an entity, the signatory hereto executes this instrument on behalf of said entity and as its duly authorized agent this IN THE PRESENCE OF: witness to 1st Grantor

STATE OF COUNTY OF

_____ day of _____, _____.

Town of Pomfret

BY: _____ L.S.

Duly Authorized Agent

BE IT REMEMBERED, that on the _____ day of _____, _____, personally appeared _____, signer(s) and sealer(s) of the foregoing written instrument and acknowledged the same to be **their free act and deed and the free act and deed of The Town of Pomfret.**

Before me, _____

Notary Public

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT A PART OF ABOVE CONVEYANCE

_____ Clerk's Office Received for Record _____, 20____
at ____ o'clock ____ minutes ____ .M. and recorded in Book ____ Page ____ of Land Records.

Attest: _____, Clerk

Pole Number: P.1-1to cL rd Line#293

Project Number:154802