

Town of Pomfret Selectboard Meeting Agenda

Town Offices

5238 Pomfret Road

No Pomfret, VT. 05053

Wednesday, November 4, 2020

6:00 p.m.

Agenda	Presenter	Time Frame
1. Call to Order	Chair	7:00
2. Public Comment		7:05
3. Agenda Review		
4. Recurring Items a. Approval of 10/21/2020 Minutes b. Warrants for Approval c. Road Foreman's Report DEC Municipal Roads General Permit Amendment		
5. Items for Discussion or Vote a. Town Meeting Procedure b. Road Signs c. Pike final payment d. Engineering Culvert between Galazy Hill and Johnson Rd for Grant Application e. Finalize Schultz permit family burial ground f. Teago Store update/decision/consideration g. Budget Planning h. Job Description – Road Foreman/Commissioner i. Parsons Driveway Permit j. HR Agreement k. ZBA Hearing		
6. Meeting Wrap-U; a. Select Board Correspondence b. Review of Assignments c. Agenda Items for Next Meeting d. Meeting Adjournment		

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October 21, 2020

Town of Pomfret
Selectboard Meeting

Present: Emily Grube, Steve Chamberlin, John Peters, Scott Woodward, Chuck Gundersen

Public: John Moore (Planning Comm), Ben Brickner (ZBA, Auditor), Cathy Peters, Todd Holmes, Jim Potter (Road Foreman), Cynthia Hewitt (SB Asst)

1. Call to Order --7:02
2. Public Comment – none
3. Agenda Review – Scott asked to strike the Capital Planning Committee discussion because John Moore had sent an email update to the Board. Emily requested the addition of Town Meeting procedure. Steve moved and Chuck seconded to accept these modifications. Unanimous roll-call vote.
4. Recurring Items
 - a. Approval of 09/16/2020 Minutes. Scott requested that we add “the Board discussed Clearlane formulated salt, which Jim prefers.” Steve moved and John seconded the minutes be accepted with this change. Unanimous roll-call vote.
 - b. Warrants

21032	\$ 7,934.80	Payroll
21033	40,835.35	A/P
21034	120,428.00	Clark Truck

Emily moved and Scott seconded payment of these warrants. Unanimous roll-call vote
 - c. Road Foreman’s Report

The crew continues to work cleaning out ditches, blowing leaves, etc.; Jim is smoothing washboards and touching up other road issues. They have begun replacing road signs. The pedestrian crossing signs are up at the Town Hall. Jim asked if Private Road signs were the financial responsibility of the landowner. Emily will research this question. John believes if there are more than 2 houses on the road that the town does pay. Painting of the garage is coming along nicely and should be done within a week. Tomorrow Adam Ricker from Two Rivers will view with Jim the upcoming projects and a ditching grant. Jim asked why the Suicide-6 radios are in on his frequency. John explained this was due to the ability to scan. He will check with the company. The problem can be rectified when the new truck comes in and needs a radio. Jim has gone to Viking to view the truck and set up controls etc. The body should be delivered by the 3rd week of November. The grader has been serviced and Jim asked for a list of potential problems/repairs. They amount to ±\$60,000. Scott explained that John Deere is offering “Power Accounts” which spread out larger service bills over several months without interest.

Jim is working closely with the Capital Planning committee regarding current and future options re:
equipment. The crew is also working on equipment to get ready for winter.

5. Items for Discussion or Vote

- a. Road Salt – Jim spoke with Chris Bump at VTrans and found the State Contract Sand Bid is higher than ordering ourselves from the vender. Cargill has given the best estimate. Scott moved and Steve seconded that the board approve Jim ordering 850 ton of salt and 800 ton of Clearlane. Unanimous roll-call vote
- b. Greene Driveway Permit – Mr. Greene has amended his plan by moving the driveway down by one tree (in order to save a maple tree. Jim states that this is fine, actually a better alternative, with clear sight distance. Mr. Greene will be asked to provide an amended permit and map. Emily moved and Steve seconded approval. Unanimous roll-call vote
- c. Road Commissioner & Foreman Job descriptions are attached to the agenda; Emily states that, though similar, neither of these actually depict what is currently happening. She asked the Board to make suggestions for change towards “Working Road Commissioner.”
- d. Pike Final Payment -- It still is not clear if the 18.2 yards that was used in Sharon is still billed to Pomfret. Jim is sure the subcontractors have been paid. It was decided that Ellen should contact Caleb of Pike directly to solve this issue.
- e. Feral Pigs -- The USDA Wildlife Services is conducting a feral swine research project throughout the state of Vermont to determine the presence of this highly destructive and invasive species. Feral swine are non-native to Vermont and can be very destructive to native species and their habitats. Feral swine can transmit as many as 30 different pathogens and 40 different parasites, many of which pose threats to humans, livestock, wildlife, and pets. In Pomfret they will undertake this study at the Town Forest (Joe Ranger property). This study will be focusing on areas with suitable feral swine habitat and possible travel corridors for likely emigration into the state. USDA biologists will be deploying trail cameras along survey grids inside of suspected swine habitats, travel corridors, and areas where public submissions have originated in an effort to find any existing populations of feral swine. This process will present bait (fermented mash) for the swine (which no animal can actually eat – it is just to lure them to the cameras). Emily spoke with Bill Emmons, whose property abuts the Joe Range Town Forest, neither of them believe there is a feral pig problem. After discussion, Scott moved and John seconded we give permission to the USDA to conduct the study. The Board would like to see a copy of the results.
Unanimous roll-call vote
- f. Teago Decision – Ben Brickner and Joe McLean have presented the finalized document to the Board for approval. It was decided to have Kevin Worden present a final site plan that reflects all the changes as stated. Scott moved and Steve seconded that the memorandum of decision and permit be approved as drafted. Unanimous roll-call vote. Ben Brickner will be in touch with Kevin Worden regarding

- the site plan; once that has been achieved and approved the decision letter will be presented.
- g. School Board Letter – John reports that things are deteriorating as far as seeking information from the school/school board. Scott assured him that the Selectboard may certainly speak for concerned residents, and he feels more strongly that the Board should send a letter. John will provide content to Scott, who will WordSmith the letter. The motion to send the letter was carried at the 10/07/2020 meeting.
 - h. HR Consultant -- Scott moved and John seconded that the Board approve Theresa Miele be engaged to work on top 4 issues she identified, Personnel Policy, Employee Handbook, Time-off Policy and Performance Reviews at the cost of \$1450. Unanimous roll-call vote. Theresa will be able to start work on this in December
 - i. Town Meeting Methodology – Emily would like to the Board to determine how to run Town Meeting in March, in view of the Covid 19 restrictions. Emily has been in touch with Carl Andeer, Atty for VLCT and he cannot encourage a Zoom meeting but feels Australian ballot would work well. Discussion to be continued.
 - j. Schultz family burial ground – Chuck and Scott performed a site visit and found no issues with the location. It is high up on a hill and poses no ground water problem. They plan a green burial. Scott will get the GPS coordinates. John moved and Scott seconded the permit be approved. Scott moved and John seconded that the permit be approved. Unanimous roll-call vote.
6. Meeting Wrap-Up
- a. Selectboard Correspondence – WISE has asked permission for waiver of petitions for their appropriation in 2021. It is likely Town Meeting will be held via Australian ballot; Emily moved and Steve seconded WISE be granted permission to waive petitions. Unanimous roll-call. Vote. (NB. Cynthia spoke with the director of Wise on 10/22/2020 and notified her of this decision; she would still be asking for \$400.)
 - b. Review of Assignments – Emily Private Road signs, Feral Pigs, Greene driveway; Ben Kevin Worden new site plan; Jim road salt contracts; Scott, John, & Cathy School Board letter, HR contract; Ellen email to Caleb at Pike.
 - c. Agenda items for Next Meeting: Town Meeting Procedure; Budget Planning, road signs,
 - d. Scott moved and Steve seconded adjournment at 8:45 pm. Unanimous roll-call vote.



Professional. Practical. Solutions.

AGREEMENT

CONSULTING

This Agreement, effective as of the 1st day of December 2020, is by and between the Town of Pomfret organized under the laws of the State of Vermont (the "Corporation"), and HR Acquired LLC of Rutland, Vermont (the "Consultant").

1. Retention of Consultant. The Corporation hereby retains Consultant and Consultant hereby agrees to serve the Corporation as a consultant and to render the services to the Corporation which are set forth in Schedule A attached to this Agreement and incorporated by reference.
2. Consultant Services. Consultant shall serve the Corporation as needed and otherwise as set forth in this Agreement via telephone consultation, meetings and, as requested, reasonable travel as requested from time to time by the Corporation and particularly with regard to the services set forth in **Schedule A**, attached.
3. Term of Engagement. The term of engagement shall be from December 1, 2020 to May 31, 2021 unless amended in writing signed or acknowledged by both parties; the term of engagement subject to termination as provided at Paragraph 7 ("Term").
4. Compensation and Additional Benefits. In full satisfaction for any and all consulting services rendered by the Consultant, the Corporation shall pay to Consultant fees consistent with the Fee Schedule set forth in **Schedule B** attached hereto and as otherwise agreed to by the parties.

All compensation and benefits shall end upon the end of the Term of this Agreement or the termination of the Agreement under clause 7.

It is acknowledged and understood by the parties that Consultant will not be an employee of the Corporation but an independent contractor serving as a consultant therefore all federal, state, and municipal income, withholding, social security and other taxes arising as a result of this Agreement shall be the responsibility of Consultant.

5. Independent Contractor. Nothing in this Agreement shall create or shall be deemed to create a joint venture, partnership, contract or relationship of employment or agency between the Corporation and the Consultant. Consultant is not an employee of the Corporation; Consultant is working independently and has no employees.
6. Disclosure and Ownership of Information. "Confidential Information" as used herein shall mean all information learned, relied upon, generated, created, suggested, received, viewed, made available to or known for any reason to Consultant in conjunction with her services for Corporation and/or through services provided under this Agreement and includes but is not limited to products, trade secrets, documentation, software, employee lists and personnel information, business plans, policies and manuals, and present and future products and policies,

as well as any and all information relating to the management, operation or planning of the Corporation and its subsidiaries. "Confidential Information" does not include information already known to Consultant or information generally available to the public. The Consultant acknowledges and agrees that all such Confidential Information is the property of and owned by the Corporation and proprietary to and a valuable trade secret of the Corporation, and that any disclosure, retention or unauthorized use thereof will cause irreparable harm and loss to the Corporation. The Consultant agrees and acknowledges that all such Confidential Information whether provided, generated or suggested by her and as otherwise defined in this Clause is owned by and the property of the Corporation. The Consultant shall treat Confidential Information in confidence and undertake the following additional obligations with respect thereto:

- (a) to use Confidential Information for the sole purpose of allowing the Consultant to perform the consulting services required of her under this Agreement;
- (b) not to disclose Confidential Information to any third parties; and
- (c) upon written request from the Corporation or termination of Consultant's services with the Corporation, to deliver to the Corporation all files and records of any nature, electronically stored or otherwise, which are in Consultant's possession or control and which relate in any manner to Confidential Information or her services as a consultant or to the activities of the Corporation or any affiliate thereof.

This Clause 6 shall survive the termination of this Agreement.

7. Termination of Agreement. This Agreement may be terminated with or without cause or reason by either party upon thirty (30) days notice to the other.

8. Assignment. This Agreement may not be assigned by the Corporation or the Consultant without the prior written consent of the other, except that the Corporation may assign this Agreement to another entity provided that there is no change in the controlling interest in ownership.

9. Disclaimer. Corporation understands and acknowledges that Consultant is not an attorney or licensed to practice law. Some of the services or tasks Corporation may ask Consultant to perform may involve legal matters or require consultation with a lawyer. Consultant does not provide or offer a guarantee of legal compliance. It is Corporation's sole responsibility to seek consultation for any legal opinion or information needing legal advice.

10. Waiver. The failure of either party to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any

such term, covenant, or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

11. Entire Agreement. It is expressly understood that this Agreement with Schedule[s] constitutes the entire agreement between the parties with respect to Consultant's services as a consultant with the Corporation and that there are no representations, warranties, or agreements whether express or implied, except as set forth herein. This Agreement with Schedules supersedes all prior agreements or arrangements between the parties.

The terms and conditions of this Agreement may be modified only by written agreement signed by each of the parties, except the Corporation may reasonably modify the services requested of Consultant set forth in Schedule A without a change in compensation or approval of Consultant.

12. Notices. Any notice to be given hereunder shall be deemed sufficient if addressed in writing and delivered or mailed by certified or registered mail to the addresses listed below:

If to the Organization/Town:

Town of
Pomfret
5218
Pomfret Rd.
N. Pomfret, VT 05053

If to Consultant:

Teresa Miele
HR Acquired
3618 Quarterline Rd.
Ctr. Rutland, VT 05736

or such other address or addresses as may hereinafter be designated by notice as provided for in this paragraph.

13. Controlling Law; Venue. All of the terms, conditions, and other provisions of this Agreement and Schedule[s] shall be interpreted and governed by reference to the laws of the State of Vermont and any dispute arising there from and the remedies available shall be determined in accordance with such laws. Exclusive jurisdiction over any claim, lawsuit or

litigation relating in any way to this Agreement and Schedule[s] shall be brought only in a court within the state or federal courts of Rutland County Vermont

14. Paragraph Headings. The paragraph headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

15. Invalid Provision(s); Severability. If any provision of this Agreement or any Schedule is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; the valid provisions of this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never been contained herein and the valid provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance there from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1st Day of December 2020.

TOWN OF POMFRET

Witness

BY: _____
Duly authorized agent

HR ACQUIRED, LLC

Witness

BY: _____
Teresa Miele, authorized agent

SCHEDULE A For Consulting Agreement between Town of Pomfret and HR Acquired LLC

This Schedule A is intended to set forth the consulting services to be provided by Consultant HR Acquired LLC to the **Town of Pomfret** in accordance with and for the consideration paid all as set forth in a Consulting Agreement dated December 1, 2020 between these parties.

In particular, and without limiting the generality of the foregoing, the Consultant shall

- **Employee Handbook** – *Final Draft* (referred to as Personnel Policy by the Town of Pomfret)
 - Includes 1 on-site visit/”Zoom” Meeting to roll out to employees
 - Please note that additional research outside of handbook is not included in the quote. This would be discussed in advance, approved by both parties and billed at the client rate of \$65.00/hour.
- Develop a **Combined Time Off Policy**, which would be considerate of converting earned, but unused vacation/sick etc. time employees currently have available to CTO. No onsite time is anticipated.

The Town has the option of purchasing additional hours for other projects, which will be mutually agreed upon by both parties.

The Consultant's services shall be provided at times and places reasonably convenient to both parties.

It is acknowledged and agreed that the Corporation may modify from time to time the services requested of Consultant, so long as reasonable and consistent with the knowledge and experience of the Consultant but, in so doing, any modifications will not result in any changes to the consideration paid to Consultant unless agreed by both parties in writing as set forth in the Agreement.

This Schedule A is part of and specifically incorporated into the Consulting Agreement referenced above.

SCHEDULE B For Consulting Agreement between Town of Pomfret and HR Acquired LLC

PAYMENT

- \$80/hour non-client
- \$65/hour current client

Total: \$1,450.00

\$ 950.00 Employee Handbook

\$ 500.00 CTO Policy

Payment Schedule

December 1, 2020	\$ 250.00
January 1, 2021	\$ 250.00
February 1, 2021	\$ 250.00
March 1, 2021	\$ 250.00
April 1, 2021	\$ 250.00
May 1, 2021	\$ 200.00
Total	\$1,450.00

Payment (in part or full), in the absence of your signature on this agreement, will also indicate acceptance of this Agreement and the terms and conditions stated herein.

TRAVEL TIME AND MATERIALS

TRAVEL TIME & MILEAGE (.55/mile)

- Billed separately @ \$200.00 round trip, upon request of Selectboard. Approved by both parties in advance.

MATERIALS – Cost plus 15%

- It is anticipated that materials will be produced on site. Any changes to this would be discussed in advance and approved by the **Town of Pomfret**.