

Town of Pomfret Selectboard Meeting Agenda

Town Offices 5238 Pomfret Road

No Pomfret, VT. 05053

Wednesday, July 21, 2021

7:00 p.m.

Agenda	Presenter	Time Frame
1.		
2. Call to Order	Chair	7:00 pm
3. Public Comment 4. Agenda review 5. Recurring Items a. Approval of 07/07 & 07/14/2021 Minutes b. Warrants c. Road Foreman's Report 6. Items for Discussion or Vote a. Garage Ventilation Quotes b. Aggregate Price Contract c. Pomfret Road Paving over Bridges d. RFP Cloudland Culvert Replacement e. Silo Catering Permit f. Collector of Delinquent Taxes Hourly Wage g. Cost of Living Wage Increase h. Safety Patrol Contract Award i. Town Hall Fees j. Peacefield Farm Act 250 hearing decisions		
5. Meeting Wrap-up 7. Select Board Correspondence 8. Review of Assignments 9. Agenda Items for Next Meeting 6. Adjournment		

- <https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09> to start or join a scheduled Zoom meeting
Join Zoom Meeting via Mobile Phone +19292056099,,953950799233#,,1#306922
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Town of Pomfret
Selectboard Meeting
07/07/21 Draft Minutes

Present: Emily Grube, Steve Chamberlin, John Peters
Public: Claude Weyant (WC Sheriff), Ben Brickner (Zoning, Auditor), Nancy Matthews (Auditor) Jim Potter (Road Foreman), Neil Lamson (Lister), Cynthia Hewitt (SB Assistant), Scott Pearson

1. Emily called the meeting to order at 7:35
2. Public Comment: None
3. Review of Agenda: Employee evaluations, garage ventilation, Town Hall fees, Peacefield Farm, and Employee Handbook items were postponed. Emily moved and Steve seconded approval; Unanimous roll-call vote
4. Recurring Items:
 - a. Steve moved and Emily seconded approval of 06/16/2021 meeting minutes. Unanimous roll-call vote
 - b. Warrants:

21119	\$ 15,178.10	Payroll
21120	15,055.61	A/P
21121	16,082.46	A/P
22002	241,641.99	A/P

Emily moved and John seconded payment of all warrants. Unanimous roll-call vote
 - c. Road Foreman's Report – Jim reports the ditching project has gone well. They will finish up tomorrow with hydroseeding. Scott Jensen would like a 3-foot culvert repaired on Cherry Hill. Jim reports we have the culvert and this will be done asap. Lafayette Band Rail did a site visit on Teago area and new construction site; they estimate 363 feet of bandrail. They will tighten up the corner at Stage Road-Library St intersection. Jim has had no response despite 4 calls from the VT Bandrail. The third new truck has been delivered to Viking. Jim and Steve will inspect the truck next week. Rich Beland has come by the garage re: ventilation system. He will bid the entire job.
5. Items for Discussion or Vote
 - a. Claude Weyant, Windsor County Sheriff, attended the meeting to discuss police patrol of Pomfret (vs the Vt State Police). Mr. Weyant suggested two 4-hour blocks of time each week. They will do whatever the town wishes – i.e. speed control for 2 hours and back road patrol for two hours. Their price is \$60/hour, which is considerably lower than VSP. Mr. Weyant will draw up a contract and send it to Emily prior to the next SB meeting.
 - b. Disability Insurance – VLTC has switched insurance carriers for employee disability insurance. Ellen explained that it would involve a decrease in coverage and increase in taxes. The board instructed Ellen to negotiate with the company for better terms.
 - c. Lemieux Driveway Permit – This permit had actually been negotiated by a previous owner, Duncan Tenney. All recommendations have been met. John moved and

- Steve seconded approval of the permit and waiving additional fees. Unanimous roll-call vote
- d. Tax rate – Neil Lamson (Lister) declared the town tax rate of 0.3776, which is concurred by the Listers and the Treasurer. It was agreed to waive a late-filing fee for the Homestead Exemption. John moved and Steve seconded approval; Unanimous roll-call vote
 - e. ARPA Funding – Emily made the following motions; Steve seconded:
I move that the Town of Pomfret accept its allocation of Coronavirus Local Fiscal Recovery Funding (CLFRF) from the US Treasury along with the Award Terms and Conditions and Assurances of Compliance with the Civil Rights requirements that are requirements of accepting these funds.
I move that we appoint Emily Grube to serve as the Town’s “Authorized Representative” as requested by the Coronavirus Local Fiscal Recovery Funding (CLFRF) from the US Treasury, to sign the Award Terms and Conditions and Assurances of Compliance with the Civil Rights Requirements by July 10, 2021.
I move that we name Neil Lamson to be the “Contact Person” for the Town’s CLFRF Award from US Treasury and that he be compensated at \$20.00 per hour.
Unanimous roll-call vote
 - f. NEMREC Contract. John moved and Steve seconded we accept the contract and authorize Emily to sign the document. Unanimous roll-call vote
 - g. John Peters was chosen as the Board representative to attend opening of the Fire Truck Bids on 07/12/2021.
 - h. Employee evaluations will be scheduled at an Executive Session next week
 - i. Aggregate RFP. Jim will get the updated prices from Twin State and Pike.
 - j. Emergency Services Committee – John will set up a committee with appropriate members
 - k. Emily moved and Steve seconded that Karen Osnoe, the Delinquent Tax Collector, be authorized to use Stitchell Page as needed. Unanimous roll-call vote
6. Meeting Wrap Up
- a. Correspondence – Dog complaint, High Pastures – Jim will call the dog owner.
 - b. Review of Assignments: Ellen will f/u with Disability Insurance; Cynthia will call Karen Osnoe and ARC; John to set up Emergency Services Committee and attend Fire Truck Bids
 - c. Agenda Items for next meeting: Town Hall fees, Garage Ventilation, Peacefield Farm; Employee Handbook
7. Adjournment – At 8:35 John moved and Steve seconded for adjournment. Unanimous roll-call vote



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 05089

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: Artistree gallery event
- 2) Location of event: Artistree 2095 Pomfret Rd. So. Pomfret, VT
- 3) Date of event: August 6, 2021 Friday
- 4) Hours of operation from beginning to end: 5:30pm - 7:30pm
- 5) Approximate number of persons expected:

Signed: M Shappell Date: 7/16/2021

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.

WINDSOR COUNTY SHERIFF'S DEPARTMENT
LAW ENFORCEMENT SERVICES CONTRACT

The following agreement between the Windsor County Sheriffs Department (hereinafter referred to as "Sheriffs Department") and the Town of Pomfret, a governmental entity (hereinafter referred to as "Town") will be for the period of July 8, 2021 to June 30, 2022.

RECITALS The
parties recite and declare:

- A. The Sheriff's Department as part of its normal business provides law enforcement services on a contractual basis to governmental and nongovernmental entities.
- B. The Town is in need of additional police presence within certain areas of the Town and enforcement of state laws including the municipal ordinance for the regulation of speed in said Town of Pomfret.

SECTION ONE SERVICES TO BE PROVIDED

The Sheriffs Department shall provide to the Town, fully equipped and trained Deputy Sheriffs, for the purpose of satisfying law enforcement needs within the Town. These services shall be provided in patrols for (4) four hours per week consisting of a minimum duration of (4) four hours each. The patrol shall be scheduled by the Sheriff's Department with the approval of the Tmmm. The patrol activities shall primarily concentrate in areas of said Town identified by the Town to be priority police presence areas.

SECTION Two TERMS OF AGREEMENT

The services to be provided under and pursuant to this agreement will be for the period of July 8, 2021 to June 30, 2022 or until either party gives (30) thirty days written notice to the other that it wants to amend or terminate this agreement.

SECTION THREE LAW ENFORCEMENT

The Sheriff's Department shall enforce all state laws during the contract period. If municipal ordinances are to be enforced, the Town must provide copies of their ordinances.

SECTION FOUR TIME CHARGES AND RATE

The Sheriffs Department shall be paid at a rate of \$60.00 per hour, per officer and \$ 0.60 per mile. All time and mileage will be charged from and returned to the Sheriffs Department. The Sheriffs Department shall charge the hourly and mileage rate specified above for all investigations, office work such as compiling reports and arrests records, court related proceedings which include; meeting with prosecutors, depositions, and court appearances for hearings and trials.

SECTION FIVE SHERIFFS COMPENSATION FOR ADMINISTRATION OF THE CONTRACT

Pursuant to 24 VSA 291a(C) the Sheriff, as administrator of the contract, shall be entitled to compensation at a rate not to exceed 5% of the total contract. This administrative fee does not increase the gross total cost for services specified in this contract.

SECTION SIX TIME OF PAYMENT

In consideration of the services to be rendered under the provisions of this agreement the Town agrees to pay the Sheriffs Department in full within (30) thirty days of receipt of the bill.

SECTION SEVEN

The Sheriffs Department shall be the owner of any and all equipment acquired for use in furtherance of this contract.

SECTION EIGHT OFFICER CONTROL AND DISCRETION

The Sheriffs Department shall at all times retain control of all discretionary police practices and decisions. This shall include the forwarding of criminal offenses to the prosecutor and the follow up of evidence of criminal activity. The Sheriffs Department and the Town agree that patrols for traffic law enforcement shall be regularly conducted and other regular police activities may be conducted after mutual agreement by the Sheriff's Department and the Town.

SECTION NINE ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and that any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in the agreement.

SECTION TEN MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION ELEVEN NOTICES

Any notice provided for or concerning this agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail or hand delivered, to the respective address of each party.

SECTION TWELVE INSURANCE

The Sheriffs Department will provide and maintain during the entire term of this agreement the following insurances with at least the indicated amounts of coverage and provide the Town a certificate of insurance showing such coverages before providing any services under this agreement: (1) Law Enforcement or Police Liability insurance coverage with a policy limit of at least \$ 1,000,000 per occurrence and \$ 2,000,000 in aggregate; (2) Commercial General Liability insurance coverage with a policy limit of at least \$ 1,000,000 per occurrence and \$ 2,000,000 in aggregate; (3) Business Automobile Liability coverage with total liability limits of a least \$ 1,000,000; and (4) Statutory Workers' Compensation insurance. The Sheriffs Department's policies shall name the Town as an additional insured.

SECTION THIRTEEN INDEMNIFICATION

The Sheriffs Department shall defend, indemnify and hold the Town, and its officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses of suits, including all legal and attorney's fees, arising out of or in connection with the performance of this agreement, except for injuries or damages caused by the sole negligence of the Town. If a claim or suit is brought against the Sheriffs Department, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of the Town, the Town shall, to the extent permitted by law, defend, indemnify, and hold harmless the Sheriffs Department from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney's fees incurred in relation therewith.

SECTION FOURTEEN INDEPENDENT CONTRACTOR

The Sheriff's Department acknowledges and agrees that the Sheriffs Department is an independent contractor and the employees, agents, servants and other personnel of the Sheriffs Department are not Town employees. The Sheriffs Department shall be solely responsible for the supervision of its employees and payment of salaries, wages, payroll taxes, unemployment benefits and all other forms of compensation or benefits to any Sheriffs Department's employees, agents, servants, and other personnel performing the services specified herein. It is expressly understood and agreed that for such purposes neither the Sheriffs department's employees, agents, servants or other personnel shall be entitled to any Town payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

Windsor County Sheriffs Department

BY: D. Michael Chamberlain

DATE: D.

7/9/21

Michael Chamberlain, Sheriff

Town of Pomfret:

BY: _____

DATE: _____

Emily Grube, Chairman

VERMONT DEPARTMENT OF PUBLIC SAFETY TRAFFIC CONTROL/ENFORCEMENT SERVICES	Project/Grant #
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LONG TERM CONTRACT

The undersigned, hereinafter referred to as "Client", agrees to reimburse the Vermont Department of Public Safety for traffic control and security services in accordance with 20 V.S.A. §1871(c) described below, performed by the Vermont State Police. The Department of Public Safety shall maintain control over DPS personnel for the duration of this contract. DPS owned equipment/facilities utilized by the trooper(s) assigned to complete these services shall remain under the control of DPS. Cancellation: This contract may be canceled by either party by giving written notice at least 30 days in advance.

TOWN Pomfret	BEGINNING DATE 07/01/2020	ENDING DATE 06/30/2021
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SERVICES PROVIDED
All law enforcement services to include the enforcement of all state and local laws, routine patrol of roads and the investigations of motor vehicle and criminal law violations.

COMPENSATION

The Client will be charged on a per hour basis. **The rate will reflect the actual cost to the Department of the officer(s) providing services based on actual hours worked.** The client agrees additionally to reimburse the Department of Public Safety for overhead costs. The overhead rate includes the operating and administrative costs that are attributable to all programs. The following types of costs are included in this rate: dispatching, vehicle operating, and administrative costs.

State Police Rates - Total \$75.69
SP Overtime (average): \$60.55 | Overhead costs (average) \$15.14

Billing Computation	
1 Number of Officers	1
2 Hours of Service per Officer per week	5.5
3 Multiply Line 1 by Line 2 and Enter Weekly Hours	5.5
4 Multiply Line 3 by total number of weeks of this contract and Enter Total	286
5 Multiply Total by \$75.69 (total contract rate) and enter the estimated total cost to be billed.	\$ 21647.34
6 TOTAL CONTRACT NOT TO EXCEED:	\$21647.34

Payment is required within thirty (30) days from receipt of invoice to the address shown.	Department of Public Safety ATTN: Accounts Payable 45 State Drive Waterbury, VT 05671-1300
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SIGNATURES

By signing this contract, the Client, or Client's Agent, agrees that the Client, or Client's Agent will reimburse the Department of Public Safety for all costs as specified under Compensation.

Client/Client's Agent's Name (Print)	Company Name
Client/Client's Agent's Signature	Address
Date	Phone Number (include area code)
VSP Station Commander (Forward to Support Services Commander)	Date
Support Services Commander	Date
Commissioner, Department of Public Safety	Date

