

Town of Pomfret Selectboard Meeting Agenda

Town Offices 5238 Pomfret Road

No Pomfret, VT. 05053

August 18, 2021

7:00 p.m.

Agenda	Presenter	Time Frame
1. Call to Order	Chair	7:00 pm
2. Public Comment 3. Agenda review 4. Recurring Items a. Approval of 08/04/2021 MINUTES b. Warrants c. Road Foreman’s Report 5. Items for Discussion or Vote a. Pike Schedule for Milling/Paving b. Solid Waste Agreement 7:30 c. Combined Time Off d. Cloudland Road Bridge Engineering e. Fuel Prices Contract f. Town Road Access Policy g. American Recovery Act Discussion h. Urgent Catering Request 802 Spirits i. Dog Issues j. Fire Truck Contract k. Town Hall Stairs Contract l. Audio Visual discussion		
5. Meeting Wrap-up 6. Select Board Correspondence 7. Review of Assignments 8. 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
- Join Zoom Meeting via Landline or Mobile Phone Dial +1 301 715 8592, followed by the Meeting ID: 953 9507 9923 and Password: 306922

Town of Pomfret Selectboard
08/04/2021 Draft Minutes

Present: Emily Grube, Steve Chamberlin, John Peters, Jonathan Harrington

Public: Kevin Rice. (Fire Chief), Greg Olmstead (FD), Jake Astbury (FD), Holly Strahan (Fast Squad), Jim Potter (Road Foreman), John Moore (Planning Commission), Karen Hewitt Osnoe (ZBA and Collector of Delinquent Taxes), Cynthia Hewitt (SB Assistant)

1. The meeting was called to order at 7:08 pm
2. Public Comment – None
3. Review of Agenda – Move items G&H to C&D. Add Pilot driveway. Dog Complaint. Steve moved and John Seconded, motion passed
4. Recurring Items
 - a. John moved Approval of 07/21 and 07/28/2021 Minutes; Steve seconded; motion carried
 - b. Warrants – Steve moved and John seconded payment of the following:
Warrant #22009 \$19591.38 Accounts Payable
Unanimous Vote
Road Foreman’s Report -- Jim and Steve will do a site visit at the Emmons’ property on Cloudland Road Thursday morning with Will Emmons, Mike Avery from II Rivers. Next week he will have a site visit at Murphy’s. Jim has been grading and putting the roads back together after all the rain. The pick-up truck is back; Lucky’s fixed the hydraulics. The Western Star is at Sabils, needs a block heater and some ABS work. The new tandem with some work on the pump and then is ready for paint. Christine Pilot has failed to receive her return-receipt letter and failed to perform necessary work to satisfy her driveway permit. Emily will speak with Sherriff about next steps.
Lyn Bertram asked to borrow the tractor and mower; It is being repaired.
5. Items for Discussion or Vote
 - a. Milling price from Pike. John moved and Steve seconded that the Board accept the Milling Price from Pike for \$6500 to mill bridges back while paving Pomfret Road. Unanimous
 - b. Line & Fence Work at Teago. DEW sent Jon a photograph of the finished project. There are problems with the Handicapped parking space. Jim will start a conversation with DEW regarding finalization of the situation.
 - c. Fire Truck Bid Award
Kevin, Greg and Jake attended the meeting to explain the bid openings for a new fire-truck. They received 3 bids, and have decide to award the bid to EOne for the very competitive price of \$287,277. The truck will include life saving extraction tools bringing he price up to \$317, 778. The FD has \$134,129 in their equipment reserve, along with \$22,071. John moved and Steve seconded the Board release payment in the amount of \$161,578 at the time of delivery. Carried
 - d. Emergency Services The Board is interested in best meeting the needs for emergency services in the Town and believes the best first step is to form a committee with representation from the Fire Department, Fast Squad and Select Board. The Woodstock Ambulance services will also be involved as well as, perhaps, Hartford Ambulance.

Holly Strahan agreed to serve as a member of the fast squad and will communicate with other squad members to add suggested topics, etc. She explained that some of the squad are away for extended summer vacations but should be reachable in September.

- e. Collector of Delinquent Taxes – The planning Commission recommends that Karen Osnoe be paid the same for Collector of Delinquent Tax work as she is paid for ZBA (\$23/hour). John moved that Karen be paid \$20.40/hour & 3% COL plus \$2.50 hour merit, for a total of \$23.50. Steve seconded; unanimous. This will be retroactive to July 1, 2021. We will check with nearby towns to compare pay rates.
- f. VTRANS Bike & Pedestrian Grant. Jon moved and Steve seconded this project is to be named the South Pomfret Village Scoping Study. Emily signed the paperwork and named Ellen as the authorized municipal officer. Carried
- g. Audio Visual Equipment – John found that the projector works and the addition of Apple TV will allow video broadcasts. After research, he recommends the OWL directional speaker/camera to improve quality of zoom transmissions, now that the board is in person at the town offices. Zoom is definitely the platform to continue with recordings. The board voted 3 ayes and 1 nay against the owl. Jon continues to reject the idea of the board meetings being videotaped. John Moore suggested the Planning Commission buy an OWL from Best Buy (30-day return policy) to see how it works. Decision tabled to next meeting.
6. Meeting wrap up
 - a. Correspondence –Michael Zube’s dog on Broad Brook has been in the middle of the road 3 times recently, impeding traffic as well as putting itself in harm’s way Cynthia to send Dog Letter.
 - b. Emily will speak with the Sherriff re: Pilot letter, patrolling Teago parking
 - c. Agenda Items for next Meeting – continue audio/visual research/discussion\
7. John moved and Steve seconded for adjournment at 9:22 pm. Unanimous.

From: Connor, Caleb (Pike Industries) <cconnor@pikeindustries.com>

Sent: Friday, August 13, 2021 10:19 AM

To: Jim Potter <jim.potter@pomfretvt.us>

Cc: Jon Harrington <jon.harrington@pomfretvt.us>

Subject: Re: [EXT] 2021 Pomfret Road Paving

Jim/ John

Looks like I could mill the bridges this coming Tuesday the 17th. Would that work?

Then Likely begin paving the 25th

Thanks and let me know



MUNICIPAL SOLID WASTE AGREEMENT

between

CITY OF LEBANON, NH

and

Agreement made this _____ day of _____, 2021 by and between the City of Lebanon, a municipal corporation existing in Lebanon, the County of Grafton, and State of New Hampshire (CITY), and the Town of _____, NH/VT, a municipal corporation existing in County of _____, and State of _____ (TOWN), as follows:

WHEREAS, the CITY presently owns and operates a solid waste landfill facility (FACILITY) located off Route 12A in West Lebanon, New Hampshire; and

WHEREAS, there is sufficient capacity in the FACILITY to allow the continued use by other towns for disposal of Acceptable Waste; and

WHEREAS, the CITY is willing to provide this service to such towns.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth below, it is AGREED:

1. ACCEPTANCE AND DISPOSAL OF WASTE

The CITY shall only accept and dispose of Acceptable Waste generated by the residents and property owners of the TOWN in accordance with the terms and conditions and limitations as set forth in this Agreement.

Acceptable Waste includes Residential Refuse, Commercial Refuse, Bulky Waste, Construction and Demolition Debris, Yard Waste and Brush, and Recyclables. All terms are as defined in the Code of the City of Lebanon, Chapter 97, Landfill Regulations, as may be amended from time to time.

Unacceptable Waste is as defined in the Code of the City of Lebanon, Chapter 97, Landfill Regulations, as may be amended from time to time.

Hazardous Waste is as defined in the Code of the City of Lebanon, Chapter 97, Landfill Regulations and NH RSA 147-A, both as may be amended from time to time.

If any governmental entity having jurisdiction shall determine that any substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, are determined to be harmful, toxic or dangerous, such substances shall thereafter be deemed Hazardous Waste.

2. FACILITY OPERATION:

The CITY shall be responsible for the operation of the FACILITY in accordance with applicable State and Federal laws, rules, and regulations.

A. Compliance with City Code Chapter 97: There is presently in effect in the CITY, Lebanon Code Chapter 97, "Landfill Regulations", which governs and regulates the operation of the FACILITY, attached here as Appendix A. All persons using the FACILITY, including the TOWN, are bound by Chapter 97. Chapter 97 may be modified by the CITY from time to time, and such modifications to Chapter 97 shall apply through the term of this agreement. TOWN will be given 90 days notification of any proposed changes to Chapter 97. If the terms of a modification to Chapter 97 substantively conflict with the terms of this Agreement, the terms of Chapter 97 as amended, or its successor, shall govern.

3. PERMIT REQUIRED:

All users (TOWNS, residents, commercial generator/waste haulers, private businesses, and others) of the FACILITY are required to obtain a permit. Permit procedures are as provided in City Code Chapter 97.

Residents of TOWNS with signed agreements for disposal at the FACILITY may ONLY deliver Acceptable Waste directly to the FACILITY if the TOWN has opted to allow its residents to obtain individual permits. Otherwise, residents of said TOWN will be expected to use the facility (transfer station) provided by the TOWN, and the TOWN will have it delivered to the FACILITY, or residents will have to contract with a commercial waste hauler.

- The Town of _____ opts to allow its residents to obtain individual permits through their own Town Clerk (acting as agent for the CITY) and to dispose of Acceptable Waste directly to the Lebanon Solid Waste Facility.
- The Town of _____ opts to allow its residents to obtain individual permits directly from the CITY through an online portal and to dispose of Acceptable Waste directly to the Lebanon Solid Waste Facility.
- The Town of _____ opts NOT to allow residents to obtain individual permits.

If individual residents are not permitted to dispose directly to the FACILITY, the TOWN shall be considered the permitted user and shall have the obligation to have all Acceptable Waste which the TOWN controls (and for which the TOWN pays) delivered to the FACILITY.

4. DELIVERY OF WASTE:

- A. Certified Waste Transporters: Any commercial generator/waste hauler as outlined in Chapter 97, in good standing with respect to payment of tipping fees and other requirements of this Agreement and Chapter 97, and delivering Acceptable Waste reported to be generated within TOWNS having entered into a Solid Waste Agreement with the CITY shall be deemed by the CITY to be a certified waste transporter.
- B. Weights and Measure: All Acceptable Waste generated within the Town and that is delivered to the FACILITY by permitted commercial generator/waste haulers shall be weighed by the CITY. The CITY shall operate and maintain motor truck scales at the FACILITY, calibrated to the accuracy required by applicable State regulations. The weight record shall contain the gross weight, tare weight (empty truck weight), net weight, date and time of transaction, vehicle identification and town of origin. The CITY shall provide written confirmation of the weight record in accordance with NH Department of Agriculture – Weights and Measure.

The CITY shall maintain daily records of the total tonnage of Acceptable Waste, which shall be the basis for billing and payment. Within ten (10) days after request by TOWN, the CITY shall provide written confirmation of the month, net weight, hauler, and reported origin of Acceptable Waste by municipality.

- C. Temporary Shutdown: If, for any reason, the FACILITY is shut down temporarily and the CITY is unable to accept waste from the TOWN, the CITY shall give notice to the TOWN as to the reason for the shutdown and the expected duration. The CITY shall use its best efforts to return the FACILITY to active service as soon as possible. During the shutdown, temporary alternative disposal options may be made by the TOWN to dispose of Acceptable Wastes. After the FACILITY has been placed back into service, the TOWN shall reengage disposal services with the City. The CITY will cooperate with the Town by extending operating hours if necessary for a reasonable length of time in light of the length of the service interruption once the FACILITY is back in service. The CITY shall neither be liable for alternate waste disposal during any shutdown, nor for any costs incurred by TOWN because of such shutdown.

5. INSPECTION OF WASTE:

The CITY may inspect the contents of any vehicle delivering waste to the FACILITY to determine its composition, point of origin, and conformance with the terms and conditions of this Agreement. Any vehicle found to be delivering Unacceptable Waste, Hazardous Waste, or solid waste from a municipality without a disposal agreement with the CITY shall be required to reload the waste and remove it from the FACILITY without cost to the CITY. In addition to removal of the solid waste, the vehicle operator may be subject to fines or penalties as provided in Chapter 97.

6. COST OF SERVICE:

The cost of service for disposal shall be based on the full cost of ownership and operation of the Lebanon FACILITY, including repayment of all FACILITY related capital, operating and management costs; closure and long-term maintenance set asides in accordance with NHDES requirements; funding of capital reserve accounts for equipment replacement; costs incurred for future expansion activities; and all other costs of FACILITY ownership and operation incurred by the City of Lebanon. The maximum cost of service is to be calculated annually based on the total costs as outlined above divided by all tons (commercial and municipal) anticipated to be received in the next contract year.

The CITY is required by State of NH DES to set aside funds for the closure of the Lebanon FACILITY. These "closure funds" are established on a per ton basis and is part of the cost of service paid for disposal at the Lebanon FACILITY.

For waste or recyclable items delivered by permitted TOWNS or commercial generators/waste haulers, cost of service shall be based on the actual tons of municipal solid waste delivered at the current rate per ton as specified by Chapter 97, Fees, "MSW-Commercial."

For waste delivered directly by residents of the TOWN, payments will be made using "punch cards," or by other means established by the City payable at the rate per ton or set amounts as specified by Chapter 97, Fees, "MSW-Residential."

7. TERM:

- A. This Agreement shall be in effect until such time as either the TOWN or the CITY gives written notice of termination to the other party at least one (1) year in advance of such termination. The minimum term shall extend through the completion of Phase II-C, unless this Agreement is terminated by either the CITY or the TOWN one (1) year prior to the filling to completion of Phase II-C. It is the initial intent of both the CITY and the TOWN to provide for long-term

solid waste disposal through the completion of Phase II of the FACILITY. The term may be extended to a possible future Phase III expansion if agreed to in writing by both parties.

- B. Non-Compete Clause: The TOWN hereby agrees not to contract with an alternate solid waste disposal facility; except (i) as provided in Section 7(D), (ii) in the event of a temporary shutdown as described in Section 4(C), or (iii) to provide for the new construction of a solid waste disposal facility (such as a transfer station to move Acceptable Waste, that would otherwise be disposed of in the Lebanon landfill) that will directly compete with the FACILITY, during the effective term of this Agreement without proper written notices as provided in paragraph A above. If the TOWN takes either such action, this Agreement may be terminated with no notice by the CITY, and the CITY shall be compensated by the TOWN for any consequential damages to the CITY directly or indirectly caused by the TOWN'S breach of this non-compete agreement.
- C. Termination of this Agreement by CITY for Default: The CITY shall have the right to terminate this Agreement with the TOWN in the event that the TOWN does not comply with the terms and conditions herein, including compliance with Chapter 97. Prior to such termination, the CITY shall give notice to the TOWN in writing as to any and all terms and conditions breached, and the TOWN shall have thirty (30) days after receipt of the notice to cure such breach by complying with such terms and conditions. If the CITY in its sole discretion determines that the TOWN has failed to remedy such defects and breach and comply with the terms and conditions herein, the CITY shall have the right to terminate this Agreement by giving written notice to the Chairman of the Board of Selectmen of the TOWN. Such termination shall be effective upon receipt of this notice.
- D. Planning by TOWN for Alternate Facility: The TOWN shall provide the CITY with at least two (2) years notice of any planned switch to an alternate waste disposal facility or the construction by TOWN of a new solid waste landfill facility; provided, however, that this Agreement shall not terminate automatically at the end of said two (2) year period unless the TOWN or the CITY has provided the required one (1) year termination notice.
- E. Termination of this Agreement by TOWN: The TOWN shall have the right to terminate this Agreement with the CITY. The TOWN shall give the CITY ONE (1) year's notice, in writing. Written notice shall be directed to the Lebanon City Manager and the termination shall be effective one year after receipt of the notification.
- F. The CITY shall provide to the TOWN, annually thirty (30) days of the end of each calendar year during the term of this Agreement, an estimate of the life remaining in the active phase of the FACILITY based on an annually updated topographic survey, and the prior year's tonnage.

8. LIABILITY AND INDEMNIFICATION:

The TOWN agrees to indemnify and hold harmless the CITY from and against any and all claims, expenses, and liabilities, including costs and attorney's fees which the CITY shall incur by virtue of any act or omission of the TOWN, its employees, agents, or licensees. The TOWN shall also be responsible for and shall indemnify and hold the CITY harmless from all claims, expenses, and liabilities arising in connection with the disposal of Unacceptable Waste including Hazardous Waste in the FACILITY by its employees, agents, or licensees or entity. Notwithstanding the foregoing, the Town's indemnification and liability obligations shall not apply if the Hazardous Waste is determined to have been deposited in the FACILITY during a period when the TOWN did not use the

FACILITY or in a Phase or cell that was not receiving wastes during the term of this Agreement. This covenant shall continue notwithstanding the termination of the Agreement.

The CITY agrees to indemnify and hold harmless the TOWN from and against any and all claims, expenses, and liabilities, including costs and attorney's fees which the CITY shall incur by virtue of any gross negligence or willful misconduct of the CITY, its employees, agents, or licensees. The CITY shall also be responsible for and shall indemnify and hold the TOWN harmless from all claims, expenses, and liabilities arising in connection with the disposal of Unacceptable Waste including Hazardous Waste in the FACILITY to the extent due to the CITY's failure to comply with the terms of this Agreement, including, without limitation, failure to enforce Chapter 97 and/or the record keeping requirements of this Agreement.

9. EFFECTIVE DATE OF THIS AGREEMENT:

To the extent the TOWN has been disposing of its solid waste in the FACILITY prior to the signing of this Agreement, the TOWN agrees that the terms and conditions of this Agreement apply not only for the term as described in Section 7, but also for any prior use up to and including the date of this Agreement. This Agreement replaces all prior agreements between the CITY and the TOWN for disposal of Acceptable Waste at the FACILITY except for any provisions of such agreements that, by their terms, survive the termination of such agreements. For avoidance of doubt, this Agreement replaces the prior agreement between the City and the TOWN.

10. ACKNOWLEDGEMENT OF TOWN'S RESPONSIBILITIES:

- A. TOWN'S Obligation to Reduce Waste and Provide Reports: The TOWN must comply, and must document its compliance, with the requirements of NH RSA 149-M:2-I regarding waste reduction, and is required to take the following actions:
1. The TOWN must provide for, or document the existence of, an active public or private recycling program available to all residents and/or businesses in the municipality for the period during which waste generated within the TOWN is disposed at the FACILITY.
 2. As a condition precedent to disposing of solid waste generated within the TOWN in the FACILITY, the municipality must submit a brief report to the CITY describing the active recycling programs available to residents and providing a plan for meeting a 40 percent waste reduction goal.
 3. By no later than March 2 of each year, the TOWN shall provide to the CITY a summary of the tonnage of solid waste, which was recycled, reused, composted or source reduced in the previous calendar year.

Compliance with City Code Chapter 185, Welcoming Lebanon: If the TOWN opts to allow residents to obtain individual permits under Section 3 of this Agreement through their own TOWN Clerk, the Clerk of such TOWN shall receive training on use of the CITY's electronic system for the issuance of such permits. Said Clerk shall be appointed by the City Manager (or designee) to act as agent of the CITY solely for purposes of issuing FACILITY permits. When engaged in that function (but not otherwise), the Clerk will be considered an "agent" of the CITY as defined in City Code Chapter 185 and will comply with the applicable provisions of that Chapter. Violations of the provisions of this Chapter by such agent may result in the cancellation of this agreement at no cost or financial obligation of the CITY.

- B. The signing of this Agreement by the TOWN acknowledges the TOWN's responsibility for the TOWN's share of closure costs as described in paragraph 6 and the TOWN's pro rata share of any expense incurred by the CITY as a result of liabilities arising from the operation of the FACILITY as described in paragraph 8.

Dated the date and year as written on the first page.

CITY OF LEBANON, NH

by:

Signature

Title (Duly Authorized)

TOWN OF _____

by:

Signature

Title (Duly Authorized)



Request to Cater Malt, Vinous and/or Spirituous Liquors

\$20.00 Application Fee (must be included) *I have a credit on file with DLC

License Number: 8638-002-CCAT-001

Licensee Name: 802 Cocktails

Doing Business as: 802 Cocktails

Street: 1250 Williston Rd Suite A Town/City South Burlington

Contact Name & Phone: Jason Paquette - 802-338-5319

Email or Fax: forepaquette1@gmail.com - jason@802cocktails.com

BE SURE TO READ INSTRUCTIONS BELOW BEFORE COMPLETING APPLICATION

- 1) Describe type of event: Schellenberg Wedding
2) Location of event: 2395 Wild Apple Rd
3) Date of event: 8/21/21
4) Hours of operation from beginning to end: 5 pm - 12 am
Approximate number of persons expected: 100
Signed: Jason Paquette Date: 8/13/21

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 women.
5) Provide sufficient number of employees for control purposes.
6) No personal checks will be accepted.

TOWN OF POMFRET
APPLICATION FOR A DRIVEWAY OR APPROACH ROAD ACCESS
PERMIT

Landowner _____ Phone _____

Address _____ State _____ Zip _____

The undersigned requests an Access Permit to construct an access to serve the landowner's property; located on the _____ side of _____ (E911 highway name) Town Highway No. _____

The proposed access will be located approximately _____ (ft./ mi.) from the intersection of this road with _____ (E911 highway name).

(DETAILED SKETCH MUST ACCOMPANY THIS APPLICATION.)

Driveways and approach roads entering a town highway shall meet the following standards:

1. Be constructed at a 90-degree angle to the town highway
2. Have a minimum site distance shall be 150 feet both ways when viewed 15 feet back from the edge of the travelled way.
3. Have a minimum width of 16 feet for the first 20 feet back from edge of town highway shoulder.
4. Be graded and ditched so that water does not run onto the town highway.

Both sides of proposed driveway shall have stakes with ribbons to indicate desired location at point of access to the town highway. The applicant agrees to maintain said access and adhere to the directions, restrictions and conditions forming a part of this permit.

Dated at _____ this _____ day of _____, 20____.

Signature, Applicant or Applicant's Agent Applicant or Applicant's Agent's Name
{printed or typed}

Application fee of \$50. Received Date _____ by _____

Directions, restrictions and conditions:

18-inch culvert required ___yes___no

Other restrictions or conditions

This permit is issued in accordance with Title 19, V.S.A. relative to all highways within the jurisdiction of the Town of Pomfret. This permit may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake construction of the access within one year of the date of approval.

Permit to construct access is given this ____ day of _____, 20____.

_____ Road Commissioner

Chair, Selectboard

Final Approval: The first 20 feet of a driveway or access road entering a Town highway shall be constructed by the applicant and approved by the Selectboard and Road Commissioner before any building construction may be started.

This access has been installed in accordance with the above directions, restrictions and conditions and is acceptable under State and local regulations. This ____ day of _____, 20____.

_____ Road Commissioner _____ Chair,

Selectboard Form adopted by Pomfret Selectboard June 21,

2017