

Town of Pomfret Special Selectboard Meeting Agenda
Town Offices 5238 Pomfret Road
 No Pomfret, VT. 05053
 January 5, 2022, 6:00 p.m.

Agenda	Presenter	Time Frame
1. Call to Order	Chair	6:00 pm
2. Public Comment		
3. Agenda review		
4. Recurring Items		
a. Approval of 12/15&/22/21 minutes		
b. Warrants		
c. Road Foreman's Report		
5. Items for Discussion or Vote		
a. Winter maintenance policy		
b. Town garage generator procurement process		
c. Winter parking traffic issues		
b. Delinquent taxers		
c. Repeater		
d. Warning		
e. Review and finalize budget		
f. Next steps bike and ped grant		
g. Neustadt easement		
i. Bogburn Hall ski race		
j. Ventilation etc town offices/ town hall ARPA fund		
k. Uses ARPA funds		
m. Audio visual issues Select Board and other meetings		
n. Mask mandate		
o. Video recordings of Select Board meetings added to website		
p. Paving and structures grants for 2022 applications		
q. Dog Letter		
6. Meeting Wrap-up		
a. Select Board Correspondence		
b. Review of Assignments		
c. Agenda Items for Next Meeting		
7. Adjournment		

- <https://zoom.us/j/95395079923?pwd=ZjBEd3ZuZWgvWmx2M0tpOE8zbjg2dz09> to start or join a scheduled Zoom meeting
 Join Zoom Meeting via Mobile Phone +19292056099,,953950799233#,,1#306922

Town of Pomfret Select Board Meeting Draft Minutes
December 15, 2021

Present: Emily Grube, Steve Chamberlain, John Peters, Chuck Gundersen

Public: Ben Brickner (ZBA, Auditor), Jim Potter (Road Foreman), Ellen DesMeules (Treasurer), Kevin Rice (Fire Chief), Cathy Peters, Marge Wakefield (Trustee of Public Funds), Neil Lamson (Lister), Cynthia Hewitt (SB Asst)

1. The meeting was called to order at 6:12 pm.
2. No public comment
3. Steve moved and John seconded the agenda be approved as written. Motion carried.
4. Recurring items:
 - a. Steve moved and John seconded approval of 12/01/21 minutes. Unanimous vote.
 - b. Warrants

22054	\$13,666.04	Payroll
22055	31,389.51	A/P

Steve moved and John seconded approval for payment. Unanimous
 - c. Road Foreman's Report
On behalf of the crew, Jim thanked the board for the gift cards.
They will be cutting and removing dead trees and keeping up with vehicle maintenance
5. Items for Discussion or Vote
 - a. Cloudland RFP –After discussion and editing, Steve moved and Chuck seconded approval of the RFP. Motion carried. This will be posted on Vtrans bids, Pomfret Website, and sent to contractors
 - b. Sergeant Claude Weyant from WCS joined the meeting to discuss the LEAD (Law Enforcement Against Drugs) program to be presented to 5th and 6th Grade students over a 10-week course. He did not believe the program time should be taken out of regular patrol time. The Boar agreed and suggested the PVS should be paying for the time. Claude will follow up.
 - c. Winter Maintenance Policy – discussion postponed
 - d. Cyber Security – Ellen feels we are doing the best that we can. After consultation with DataMann she submits the following report/suggestions:

From: Chris Baden <cbaden@datamann.com>
Sent: Thursday, December 16, 2021 2:40 PM
To: Becky Fielder; Ellen DesMeules
cc: Datamann Support Team; Datamann Hardware Support
Subject: TOP - Security Summary

Thank you for the phone call on yesterday about cybersecurity, We wanted to go over a few things in an email. First let us explain what security measures are already in place. As we had mentioned you already have a firewall, which is a SonicWall, and it is up to date with firmware. On all computers you have Bit Defender Antivirus and Antimalware. This is Central managed and is monitored by Datamann. You have two forms of backups cloud and Veeam

backups. The cloud backups run every six hours. The Veeam backup is split into two different backups. One is local, happens every 4 hours, and is stored on the server. The other Veeam backup is a USB drive backup, happens every 12 hours, and is rotated with different drives with one going off site. Your servers are in a virtualized environment: This makes it easier to support and protects you from certain attacks.

Now that we have gone over what is currently in place we want to let you know of some changes that we would recommend:

- Spam and Phishing training — Datamann will provide examples
- Migrate all data server roles off of old server virtual server and on to new virtual server. No new equipment required.
- Provide Datamann with Admin access to office 365 so we can do a full security check of the setup. Should be fine.
- Enable MFA on office 365 email accounts
- Tune Phishing and Spam controls in office 365
- Create security polices to protect data on USB flash drives, USB hard drives and cd discs that may be used to transport user data
- Create security checks and balances that will ensure that all financial transactions get approval and more than one set of eyes before being signed off on.

I realize that this is a lot of technical information but if you have any questions or concerns please reach out to me and I will explain it in simpler.

Please let us know how you would like to proceed with our recommendations.

- e. Emergency Regional Management Committee – Chief Rice nominated a new member of the Fire Department, Gordon Modarai, who is a retired career naval officer, to be the second member of this committee. Chuck moved and Steve seconded this appointment. Unanimous
- f. Dog Issues
 - i. Bunker Hill dog issue continues. Emily will ask Constable Doug Tuthill to look into this situation
 - ii. Ms. Siebeck requires clarification of her letter. Chuck will take care of answering her questions
- g. There is one final question to be settled for the Employee Handbook around the issue of Leave of Absence. Chuck moved and John seconded that an employee requesting a LOA would be required to use accumulated comp time and combined time off prior to an unpaid LOA. Unanimous vote. Chuck will send to Stitchell n& Page
- h. Repeater Easement – Steve has made progress on this matter. Letters will be drawn up and sent to Stitchell Page for approval.
- i. Fire Department Budget – Neil and Kevin went through the budget on a line by line basis.
- j. There is a Town Hall Window that needs to be closed; will take 2 people
- k. Budget – special meeting on 12/22/2021 at 6 PM

1. Annual Report Officer List – gone over with Ben, to be corrected for the Town Report
6. Meeting Wrap Up
 - a. Correspondence
 - b. Review of Assignments – Emily to contact Doug Tuthill; Chuck letter to Siebeck
 - c. Agenda Items for Next Meeting. Winter maintenance
7. Adjournment 8:28

Town of Pomfret Special Select Board Meeting
December 22, 2021

Present: Emily Grube, Steve Chamberlin, John Peters, Chuck Gundersen
Public: Neil Lamson (Lister), Ben Brickner (Auditor, ZBA), Cathy Peters, Cynthia Hewitt (SB Asst)

1. Emily called the meeting to order at 6:10 pm
2. No Public Comment
3. Agenda Review – Steve moved, Chuck 2nd approval of adding a warrant for payment. Unanimous.
4. Items for discussion or vote
 - a. Warrant -- Steve moved, Chuck seconded the warrant be paid. Unanimous roll-call vote 22056 \$21,295.32 A|P
 - b. Budget—The Town of Woodstock has alerted us there will likely be an outstanding ambulance charge of ±\$15,000. We have budgeted \$12,000. Cyber Security will cost ±\$3600. Town meeting voting will be done via Australian Ballot, which will generate extra postage. We need to think about traffic control during foliage season.
 - c. The Board reviewed the entire budget line by line and made necessary adjustments.
 - d. Dog Issues – a person was bit by their own dog. The owner in the recent dog issue has received a clarification letter, as she requested.
5. Assignments – Emily and Ben to create a Warning. Continued Budget deliberations
6. Steve moved and Chuck seconded adjournment at 7:59.

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that we, Samuel J. Neustadt and Brenda Siemer Neustadt (formerly Brenda Siemer Scheider), Trustees of the Samuel Neustadt and Brenda Siemer Neustadt Revocable Trust, of Pomfret, County of Windsor, State of Vermont, having a mailing address at P.O. Box 159, South Pomfret, Grantors, in consideration of **ONE DOLLAR AND OTHER VALUABLE CONSIDERATION** paid to our full satisfaction by the Town of Pomfret, a municipal corporation of the State of Vermont, having a mailing address at 5218 Pomfret Road, North Pomfret, Grantee, by these presents, hereby **GIVE, GRANT AND CONFIRM** unto said Grantee, its successors and assigns, the following easement:

An easement over and right to use a portion of that parcel of land and premises described in the Warranty Deed of Samuel J. Neustadt and Brenda Siemer Neustadt to Grantors dated March 27, 2015, and recorded in Book 76 at page 463 of the Pomfret Land Records. Said parcel is more particularly shown and identified as Parcel #2 on the survey plat prepared by Farnsworth Surveys of Brownsville, Vermont, entitled, “Land Surveyed for: Samuel J. Neustadt – Land of: Richard H. and Jane K. Adelson – Galaxy Hill Road – Pomfret, Vermont”, Drawing No.: 11-2110, dated September 8, 2011 and recorded in Slide 104B of the Pomfret Land Records.

Said portion comprises an approximately rectangular area more particularly described as follows:

BEGINNING at a point designated as “Farnsworth No. 21” on the abovementioned survey plat, said point marking the north corner of lands now of the said Grantors and being on the western edge of Galaxy Hill Road, so-called (Town Highway No. 31), thence turning and proceeding in a direction generally described as southeasterly, and at a bearing of South 14° 17’ 20” East and proceeding along the

09' 10" East and proceeding along the northeasterly boundary line of the lands now of the said Grantors and the western edge of Galaxy Hill Road, a distance of 135.68 feet, thence turning and proceeding in a direction generally described as southwesterly, and at a bearing of South 66° 09' 58" West a distance of 25.25 feet to a point, thence turning and proceeding in a direction generally described as northwesterly, and at a bearing of North 14° 09' 10" West a distance of 135.68 feet to a point, thence turning and proceeding in a direction generally described as northwesterly, and at a bearing of North 16° 02' 40" West a distance of 141.38 feet to a point, thence turning and proceeding in a direction generally described as northwesterly, and at a bearing of North 20° 08' 12" West a distance of 102.94 feet to a point, thence turning and proceeding in a direction generally described as northwesterly, and at a bearing of North 14° 17' 20" West a distance of 45.00 feet to a point, said point being on the northwesterly boundary line of the lands now of the said Grantors, thence turning and proceeding in a direction generally described as northeasterly, and at a bearing of North 66° 09' 58" East and proceeding along the northwesterly boundary line of the lands now of the said Grantors, a distance of 25.25 feet to the place of BEGINNING.¹

Said easement is for the purpose of creating, modifying, relocating, maintaining and removing such hydraulic and other elements as Grantee deems necessary to maintain adequate and orderly drainage on, around and along Galaxy Hill Road (Town Highway No. 31). Said activities may include (but may not be limited to) construction, maintenance and repair of the roadway slope, relocation of existing hydraulic elements, creation of new manholes, headwalls and cutouts, installation of erosion control barriers, and removal of vegetation as needed to complete the foregoing activities.²

Said easement shall run with the land for the benefit of Grantee and its successors and assigns and shall be binding upon Grantors and their heirs, successors, administrators and assigns.

Grantors hereby waive, release and discharge Grantee from any damage or claim of damages of any kind or nature that Grantors or Grantors' heirs, successors, administrators and assigns may have, or claim to have now or in the future, in connection with the above-mentioned activities completed or to be completed on Grantors' land and premises. However, it is not intended by this instrument to exempt any party or contractor who may hereafter be designated to perform the activities described above from liability to Grantors for damage to Grantors' property due to gross negligence or willful misconduct.

Grantors, having been fully informed of their right to receive just compensation for the acquisition of their property, hereby acknowledge, waive and release Grantee from Grantors' right to receive just compensation determined by an appraisal as well as Grantee's obligation (if any) to perform and provide such appraisal. Grantors acknowledge and agree that the consideration described herein constitutes just compensation for the acquisition of their property described herein.

TO HAVE AND TO HOLD said granted easement, to the said Grantee, and its successors and assigns, to its and their own use and behoof; and Grantors for themselves and their heirs, successors, administrators and assigns, do covenant with said Grantee, its successors and assigns, that until the ensealing of these presents Grantors have sole possession of the lands and premises subject to the easement granted herein, and have good right and title to convey such easement to Grantee.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of [REDACTED] 2022.

**SAMUEL NEUSTADT AND
BRENDA SIEMER NEUSTADT
REVOCABLE TRUST**

Samuel J. Neustadt, Trustee

Brenda Siemer Neustadt, Trustee

STATE OF VERMONT,

COUNTY OF WINDSOR, SS.

At Pomfret this _____ day of [REDACTED] 2022, personally appeared **Samuel J. Neustadt** and **Brenda Siemer Neustadt**, Trustees of the Samuel Neustadt and Brenda Siemer Neustadt Revocable Trust, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____
Notary Public

Expiration date: _____

**WARNING
TOWN OF POMFRET
ANNUAL TOWN MEETING 2022**

The legal voters of the Town of Pomfret, Vermont are hereby warned and notified to meet at the Pomfret Town Offices, 5218 Pomfret Road, on Tuesday, March 1, 2022, between 8:00 AM and 7:00 PM, to vote by Australian ballot upon the articles of business listed herein.

An informational hearing to discuss the articles to be voted upon will occur via Zoom pursuant to Act [REDACTED], on [REDACTED], 2022, beginning at [REDACTED]. Instructions for joining the informational hearing appear at the end this Warning.

The legal voters of the Town of Pomfret, Vermont are further notified that voter qualification, registration and absentee voting relative to said voting by Australian ballot shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statutes Annotated. For more information, please visit <https://sos.vermont.gov/elections/voters/early-absentee-voting/> or call the Pomfret Town Offices at (802) 457-3861 during normal business hours (Monday, Wednesday and Friday, 8:30 AM to 2:30 PM).

1. To elect the following Town officers:
 - Town Moderator, 1-year term;
 - Town Clerk, 1-year term;
 - Selectboard Member, 3-year term;
 - Selectboard Member, 1-year term or 2-year term (*see Note below*)
 - Selectboard Member, 1-year term or 1 year to finish a 2-year term (*see Note below*)
 - Treasurer, 1-year term;
 - Cemetery Commissioner, 3-year term;
 - Lister, 3-year term;
 - Auditor, 3-year term;
 - Library Trustee, 3-year term;
 - Library Trustee, 3-year term; and
 - Trustee of Public Funds, 3-year term.

Note: Term length of two Selectboard Members to be determined by Article 18 below.

2. Shall the voters authorize the Treasurer to collect current taxes, pursuant to 32 V.S.A. 4791?
3. Shall the voters approve the combined budget for Fiscal Year 2023 of \$[REDACTED] for general purposes (\$[REDACTED]) and for highway purposes (\$[REDACTED]), of which \$[REDACTED] will be raised by current year taxes and \$487,661 by other sources?

Note: The amounts in this Article 3 are exclusive of the appropriations proposed in Articles 4 through [17] below.

4. Shall the voters appropriate \$41,500 to the Abbott Memorial Library?
5. Shall the voters appropriate \$12,000 to the Pomfret Cemetery Commission?

6. Shall the voters appropriate \$3,950 to the Visiting Nurse and Hospice for VT and NH in support of care provided in patients' homes?
7. Shall the voters appropriate \$3,800 to the Woodstock Area Council on Aging (d.b.a. The Thompson Senior Center) to be used for operational expenses to provide meals on wheels, transportation, wellness and social activities, medical equipment, and other Aging at Home support services to benefit Town residents?
8. Shall the voters appropriate \$300 to Woodstock Area Job Bank to connect local workers with local businesses?
9. Shall the voters appropriate \$979 to Health Care and Rehabilitation Services for support of services provided to residents of Windsor County?
10. Shall the voters appropriate \$2,500 to the Empower Up - Windsor Central Mentoring Program (formerly known as the Ottauquechee Community Partnership) to support their Mentor and Buddy Program?
11. Shall the voters appropriate \$750 to the Spectrum Teen Center for support of activities at the center?
12. Shall the voters appropriate \$900 to Pentangle Arts for providing artistic endeavors in the community?
13. Shall the voters appropriate \$400 to the Women's Information Service (WISE) of the Upper Valley for support of activities at the service?
14. Shall the voters appropriate \$2,500 to the Ottauquechee Health Foundation (OHF) for funding and support for individuals with limited financial means to help meet critical health and wellness needs such as medical and dental care, eyeglasses, hearing aids, dentures, prescription co-payments and short-term caregiver services?
15. Shall the voters appropriate \$50 to Green Up Vermont for Green Up Day supplies and services?
16. [ADDITIONAL VOTED APPROPRIATION, IF ANY]³
17. Shall the voters re-appropriate the \$121,767 unassigned General Fund balance at the end of Fiscal year 2021 to offset Fiscal year 2023 taxes to be raised?⁴
18. Shall the voters change the 1-year terms of the two additional Selectboard members to 2-year terms?

Note: To establish staggered terms as required by 17 V.S.A. 2650, one additional Selectboard member initially will serve 1 year of a 2-year term and thereafter will be elected to full 2-year terms.

19. Shall the voters require that taxes be paid in U.S. funds in two installments, pursuant to 32 V.S.A. 4773, and that the first installment of such taxes be due and accepted at the Treasurer's

³ **Note to Draft:** The voter-backed petition deadline is January 13, 2022.

⁴ **Note to Draft:** The General Fund Balance was \$166,823 at the end of Fiscal Year 2021. At the March 2021 annual meeting, the voters re-appropriated \$45,056 of the General Fund balance to offset Fiscal Year 2022 taxes to be raised. As a result, the *unassigned* FY 2021 ending General Fund Balance was \$121,767, which amount is available to be used to reduce taxes to be raised in FY 2023.

office on or before [2:30 PM on August 19, 2022], and that the balance be due at the same location on or before [2:30 PM on February 3, 2023], and that interest on overdue taxes be charged at 1% per month pursuant to 32 V.S.A. 4873, and that all delinquent taxes be subject to an 8% penalty pursuant to 32 V.S.A. 1674?

Dated this [] day of January, 2022,
by the Selectboard of the Town of Pomfret:

Emily Grube, Chair

John Peters Jr., Vice-Chair

Steve Chamberlin

Chuck Gundersen

Jonathan Harrington

* * * * *

AUSTRALIAN BALLOT
INFORMATIONAL HEARING INSTRUCTIONS

An informational hearing to discuss the articles to be voted upon will occur via Zoom pursuant to Act [], on [], 2021, beginning at []. You may join this informational hearing by telephone, computer or smartphone as follows:

Computer or Smartphone
[]

Landline or Mobile Phone
Dial []. When prompted, enter Meeting ID [] and Password [].

January 3, 2022

To the Selectboard,

Thank you for your letter of December 21, 2021, and for clarifying that the Board had not taken an enforcement action in its letter of December 2nd. There are issues of proper process as well as issues of fairness and consistency in how the Board has handled this situation.

I've had conversations with past Selectboards about the general importance of proper process. The Board now says its original letter was a warning, but the Board has not made known to me the specifics of the complaint nor has it asked for a response from me. A warning means the Board has considered the facts and determined that a person has violated the ordinance. It would be improper for the Board to even issue a warning without advising the dog owner of the specifics of the complaint and affording that person an opportunity to be heard. Your letter says that you are obligated to act on complaints. Are you saying that you are obligated to take action before hearing from both sides, as occurred here? Therefore, I don't believe the Board has even issued a proper or valid warning in this case.

The Board politely commanded me to leash my dog in the future ("please keep your dog leashed at all times"). The dog ordinance, as written, does not allow the Board to require dog owners to leash their dogs. So, even in the context of a warning, the Board's original letter went beyond its enforcement power by asking me to do something the Board doesn't have the power to do under the dog ordinance. If the Selectboard wants to impose a leash law or even suggest a dog be leashed in Pomfret, then it needs to amend the ordinance.

There is also the problem of fairness and consistency. It's important for the Board to clarify for the public how it handles complaints under the dog ordinance and under what circumstances the Board would actually take enforcement action. As I understand past Board practice, the Board does not issue even a warning for the first offense, or even multiple offenses, but merely reminds the dog owners of the existence of the ordinance, usually in person. Was the original letter I received a standard letter that is typically issued on a first "offense"? If not, did the Board take a vote on the content of the letter I received? The minutes don't reflect a vote. How many warnings does a person get before the Board takes more substantial action? What is the process for the dog owner to respond to the complaint? Why was my name made public when other dog owners' names remain confidential? Why has the recording of the December 15th meeting, where this issue was discussed, not been posted as of January 2nd? All other recordings, with the exception of the meeting of December 2nd, where the complaint was made public, are posted as per town policy within five days after a meeting. It's not at all clear what procedures the Board follows when it handles dog complaints.

Your letter also referenced state statute about pedestrians walking on the roadway or the shoulder of public highways, presumably a reference to 23 V.S.A. 1055. My understanding is that a Selectboard must first enact local ordinances in order to enforce certain state statutes. It is again an issue of proper process when the Board attempts to enforce state statute without first creating a local ordinance. It's not even proper for the Board to suggest following state law in a formal

letter, because it could easily appear that the Board is attempting to enforce state statute without an ordinance in place. There is also, again, the same issue of fairness and consistency. The Board wrote a letter only to me but not to the other person walking with me. Is the Board sending letters to anyone it sees who is not in compliance with 23 V.S.A. 1055?

If Pomfret government doesn't follow the statutes and proper process in a consistent manner, why should Pomfret residents have confidence in its government?

In closing, I'd like to thank the Board again for clarifying that what easily appeared to be enforcement action with respect to the dog ordinance and highway statute, was not meant to be such an action. Please acknowledge this letter at the Board's next meeting under the agenda item for correspondence, and please include it in the agenda packet. I hope this experience is a wake-up call for the Board to do a better job at both process and properly exercising its authority in an even-handed way.

Betsy Siebeck