

**Town of Pomfret Selectboard Meeting Agenda**  
**Virtual Meeting Via Zoom**  
February 16, 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		
5. Warrants		
6. Approve Minutes 02/02/2022		
7. Road Foreman's Report		
8. Items for Discussion or Vote		
a. Noradunghian Driveway		
b. Cloudland Culvert. Contract		
c. Howe Hill Speed Limit		
d. Greg Green driveway modification		
e. Process for Changing Speed Limits		
f. Reappraisal Contract		
g. Continue So. Pomfret Discussion and Choose Consultants		
h. Preparation for Informational Meeting		
i. ARPA funding considerations		
j. Covered Bridge Half Marathon		
7. Meeting Wrap-up		
a. Select Board Correspondence		
b. Review of Assignments		
c. Agenda Items for Next Meeting		
8. Adjournment		

- Join Zoom Meeting via Computer or Smartphone Click <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 Select Board Meeting  
02/02/2022. Draft Minutes

Present: Emily Grube, Steve Chamberlin, John Peters, Chuck Gundersen, John Harrington

Public: Jim Potter (Road Foreman), Ben Brickner (Auditor, ZBA), Nancy Matthews (Auditor), Neil Lamson (Lister), John Ricketson, Cathy Peters, Betsy Rhodes (Library), Scott Pierce, Jun Wenzhen (Vt Standard), John Moore (Planning Commission), Cynthia Hewitt (SB Asst)

1. Emily Called the meeting to order at 6:00PM
2. Public Comment: M & M Ricketson inquired about the recent List Serve exchange regarding the Fast Squad. John Peters explained that an ambulance call to Wild Apple Road took nn45 minutes last spring. The Select Board has decided to form an Emergency Services Committee, with 2 members from the fire department, 2 from the fast squad, and 2 select board members. We need to ensure the best protection of our town in transporting citizens to the hospital in a timely manner. This committee will not in any way tell the Fire Dept or Fast Squad what to do. We will work collaboratively with Woodstock, Hartford, and Quechee to streamline all services, i.e., fire, fast,, communications, dispatch, radios, etc.
3. Review of Agenda – none
4. Recurring Items
  - a. Warrants  
22071      \$23,351.61      A/P  
Steve moved and Chuck 2<sup>nd</sup> payment; unanimous roll-call vote
  - b. Approval of Minutes  
01/05, 19,21, 26/22 Corrected misspelling; unanimous roll call vote for each
  - c. Road Foreman’s Report – Jim reports they have started taking down trees on LeBaron’s corner, with the landowner’s permission. Repairs on the Loader cost \$11,564 and include a head gasket; should be returned this week. Jim would like to petition off part of the office so he can separate the desk, phone, computer into a 10x12 cube with a door and thus provide a private office. The board agreed this is necessary. The crew can handle the construction. Steve moved and Chuck seconded that Jim be authorized to build a 10x12 area. Unanimous roll call vote
5. Items for Discussion or Vote
  - a. Highway Ordinance. Sherriff Claude Weyant has pointed out a discrepancy on the speed limit on Howe Hill between Pomfret and Sharon. Emily moved and John seconded enforcement of 35mph only where it is posted. Unanimous roll call vote. A Vtrans speed study is recommended
  - b. Cloudland Contract – Jon has drafted a contract. He needed guidance re: deadline, reserve payments for subcontractors, and performance bond. He will complete editing and present the contract at the next meeting 02/16/2022. Emily suggested we have legal look at the contract as well.
  - c. Structures and Paving Grants – Emily would like to apply for both Grants. The engineering has been done for the culvert on Pomfret Road (between Johnson Rd and Galaxy Hill). We should apply for the paving grant just to get into the queue.

- d. Noradunghian Driveway – Jon, Jim, Steve, and Emily performed a site visit and have reservations re: safety, ROW, etc. They need Jim’s input. Jon is the engineer on the project and will confer with Ms. Noradunghian (He has recused himself from voting). This item will be revisited at the next meeting.
  - e. Dog Issue. Jon met with Ms. Siebeck and has prepared a final letter. Chuck moved and John seconded that the letter be sent. Unanimous roll-call vote. Emily feels there is still a remarkable safety issue due to speed limits on back roads.
  - f. The board renewed a mask mandate for another 30 days. Chuck moved and Jon 2<sup>nd</sup>. Unanimous roll call vote
  - g. Cynthia will work with Becky to get the ballots out on time
  - h. ARPA Funding – Neil presented the list of projects; he states we should finalize by May 1<sup>st</sup>. Emily would like him to determine if solar panels could be a consideration. It is also suggested we get an HVAC engineer to look at ventilation for the town offices.
  - i. South Pomfret Pedestrian/Bike Study. John has received the next step in consultant procurement. The Board agreed on using the action ready Option 3. Jon moved and John seconded this action be taken. Unanimous roll call vote
6. Meeting Wrap Up
    - a. No correspondence
    - b. Review of assignments- Emily will send information re: S Pomfret plans to Betsy RHODES; Jon will complete Cloudland Project; and draw up an RFP for HVAC; Cynthia will stuff envelopes to get the ballots out
    - c. Agenda Items for Next Meeting – Howe Hill Speed Limit, Noradunghian driveway, continue S Pomfret discussion
  7. Steve Moved and John seconded for adjournment at 8: 30 pm. Motion passed

Town of Pomfret Special Select Board Meeting  
February 9, 2022. Draft Minutes

Present: Emily Grube, John Peters, Steve Chamberlin, Chuck Gundersen, Jon Harrington

Public: Kevin Geiger (Moderator), Scott Pearce, Nancy Matthews (Auditor), Ben Brickner (Auditor, ZBA), Neil Lamson (Lister), Jun Wenzton (Standard), John Moore (Planning Commission), John Ricketson, Bill Emmons (Planning Commission), Betsy Rhodes (Library), Cathy Peters, Jim Potter (Road Foreman), Cynthia Hewitt (SB Asst)

1. Emily called the Meeting to order at 6:00 pm
  2. Public Comment: John Ricketson spoke about the Meet The Candidates Forum he has planned for Saturday, 02/12/2022 Via Zoom. He has heard that it needs to be a select board meeting if 3 or more Board members are present (2 of the current members are candidates). He does not want it to be Select Board Meeting even though Emily explained that would be a violation of Open Meeting law per VLCT. Ricketson explained this is a grass-roots group of voters who have no town business to discuss, just private citizens gathering
  3. Cloudland Culvert Contract – Jon presented the contract he prepared and has run it by our legal team. After discussion and slight modification Steve moved and John seconded approval of the contract. Unanimous roll-call vote. Jon will send to Becky to be scanned; the board will all sign it on Friday and it can be Emailed to Northwoods.
  4. Steve moved and Chuck seconded for Adjournment at 6:57. Motion carried.
-

CONTRACT TO

CONDUCT THE COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT) LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF POMFRET, VERMONT  
EFFECTIVE JULY 1, 2023

BETWEEN

THE TOWN OF POMFRET, VERMONT

AND

APPRAISAL RESOURCE GROUP, INC.

This contract is between the Town of Pomfret, a municipal corporation, located in the county of Windsor, State of Vermont, hereinafter acting by and through its selectboard chair, Emily Grube, having been duly authorized, hereinafter termed the TOWN and Appraisal Resource Group, having its principal offices at 4 Doon Way, Essex Junction, VT 05452, hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN, through its Board of Listers, will undertake a complete, town-wide reappraisal and revaluation of all real property located within the corporate limits of the TOWN, the resulting valuations to be effective as of April 1, 2023 (the "Reappraisal"); and

WHEREAS the work involved in performing, validating, and publishing the Reappraisal in a timely fashion is complex, detailed and time consuming; and

WHEREAS the Selectboard believes that engagement of an independent professional reappraisal service provider to assist in the Reappraisal is in the best interests of the TOWN; and

WHEREAS, the CONTRACTOR holds itself out to be well-qualified to assist the TOWN in performing the Reappraisal and represents that it is experienced and qualified to carry on such work, is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes, and is approved by the Vermont Department of Taxes, Division of Property Valuation & Review, ("PVR"), to conduct town-wide reappraisals,

NOW, THEREFORE, the TOWN and the CONTRACTOR hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The CONTRACTOR, on the following terms and conditions shall perform the following tasks and assist and support to the Listers as necessary to complete a valid and defensible town-wide reappraisal with the resulting values being effective as of April 1, 2023. CONTRACTOR is to perform all the services and furnish all the records, materials, forms and supplies required consistent with all legal requirements of the laws of the State of Vermont, applicable rules,

regulations and formal rulings of the PVR and the Vermont Department of Taxes, taking into account ordinances and agreements of the TOWN, and pertinent decisions of the Vermont courts.

2. COMMENCEMENT AND COMPLETION DATES

- a. The CONTRACTOR agrees to commence the Reappraisal on or before April 1, 2022.
- b. The CONTRACTOR agrees to complete the work through the informal public grievances on or before June 1, 2023.
- c. The CONTRACTOR agrees to adhere to the Time Schedule for the reappraisal project as set forth in the Contract Specifications below.

3. COMPENSATION

In exchange for CONTRACTOR’S timely, faithful, and competent performance of the duties and responsibilities set forth herein, and assuming it faithfully abides by the other terms and conditions of this Agreement, the TOWN agrees to pay the CONTRACTOR a not to exceed total sum of \$54,000.00 (Fifty-Four Thousand Dollars) for the Reappraisal. The methods and frequency of billing and the timing of payments shall be set forth in the Contract Specifications. Any additional on-site work (i.e., building permit inspections) that the Listers request of CONTRACTOR will be billed by CONTRACTOR at \$70.00 per hour.

4. CONTRACT SPECIFICATIONS

a. Time Schedule

Dates	Project Tasks	
March 22	Planning, design postcard notices, delineate neighborhoods	
April 22	Begin mailing postcards by neighborhood, weather permitting - begin inspections, imaging	
May 22	Mail postcards, inspections, appointments where necessary, imaging, data entry, attach photos	
June 22	Mail postcards, inspections, appointments, imaging, data entry, attach photos	
July 22	Mail postcards, inspections, appointments, imaging, data entry, attach photos	
August 22	Mail postcards, inspections, appointments, imaging, data entry, attach photos	
September 22	Mail postcards, inspections, appointments, imaging, data entry, attach photos	
October 22	Mail postcards, inspections, appointments, imaging, data entry, attach photos	
November 22	Appointments, complete inspections, data entry	

Dates	Project Tasks	
December 22	Send data mailers to properties not entered, data entry	
<b>2023</b>		
January 23	Send data mailers to properties not entered, data entry	
February 23	Send data mailers to properties not entered, data entry, develop land schedule	
March 23	Install new land schedule & Marshall & Swift cost tables, review sales,	
April 23	Finalize land schedule & cost tables, field review, informational meeting	
May 23	Field review, finalize property values, send change of appraisal notices	
June 23	Hold informal hearings & grievances, BCA informational meeting	
July 23	BCA meetings	
August 23	Submit invoice for final payment	

b. Billing and Payment Schedule

- i. The TOWN's obligation to pay for the Reappraisal in the total sum of \$54,000.00 (Fifty-four Thousand Dollars) shall be fulfilled in the following manner:
  1. The TOWN shall make a 5% startup cost payment of \$2,700.00 to the CONTRACTOR upon the execution by the parties of this Agreement.
  2. Thereafter the TOWN will make progress payments to the CONTRACTOR no more frequently than monthly based on invoices for services performed since the last invoice. TOWN shall retain 10% of each payment made to CONTRACTOR, including the "startup cost payment referenced above, for an aggregate withholding of \$5,400.00.
  3. The 10% of the total Contract amount retained by the TOWN will be paid to the CONTRACTOR within thirty (30) days following the satisfactory completion of all services under this Contract and the TOWN'S receipt of all deliverables. Satisfactory completion of all terms of the Contract shall not be unreasonably withheld. The TOWN shall not owe interest to the CONTRACTOR on any retained amounts of money due to the CONTRACTOR under this Contract.
- ii. The CONTRACTOR agrees to submit invoices to the TOWN for all services rendered, and the Town agrees to pay all amounts invoiced (subject to the retainage withholding) about which there is no reasonable dispute as to the amount owed within 30 days of receipt of invoices.

c. Deliverables

i. CONTRACTOR shall produce and deliver:

1. Databases, and user documentation for the TOWN's ProVal CAMA system which includes, but not limited to cost, income, comparable sale valuation methods, graphic sketches, and sales analysis reporting;
2. All valuation documentation to enable the municipality to maintain and update values, including tables and formulas to be used in applying the cost, sales comparison, and income approaches to appraisal problems;
3. Source information used in the development of the cost, sales comparison, and income approach schedules; source information for individual property valuations.
4. A final computer-generated property record card for each parcel with accompanying grand list; and
5. A manual and computerized reports supporting valuation formulas and values for vacant land and improved properties; all sales ratio studies used in the project.
6. CONTRACTOR shall make all its files relating to the Reappraisal available for inspection by the TOWN, its agents, and employees at all reasonable times, and shall cooperate with TOWN officials and representatives.

d. Services

i. Collect all required data and information, analyze sales, utilize necessary software and databases to produce and publish, and shall produce and publish:

1. schedules of land values for unimproved land components of various sizes, as well as relevant adjustment factors, neighborhood grades, and other factors influencing market value, using recent sales in TOWN. Said schedule(s) must enable the calculation of the Homesite/Homestead value; and
2. values for all improvements using a market adjusted cost approach for residential properties and other valuation approaches as appropriate for other improvements and operations (including comparable sales, income valuation, etc.). CONTRACTOR shall take into consideration the existing valuation data (generated using the ProVal computer assisted mass appraisal (CAMA) system), and any new base data, changes in physical conditions and updated cost information appropriately adjusted to market conditions. If needed, a time/location adjustment will be determined based on recent sales to adjust the cost tables to market value. A standard depreciation table will be used for physical depreciation of residential dwellings unless a TOWN-specific depreciation table (or tables) is required,



in which case CONTRACTOR will develop and apply a TOWN-specific depreciation table (or tables).

- ii. Schedule and perform exterior inspections of all properties in TOWN, and interior inspections of the real property in the TOWN (unless prevented by circumstances beyond CONTRACTOR's control) to record the size, shape, quality, condition, and other relevant factors and features of each property required to determine the fair market value of each property consistent with Vermont law. The TOWN Listers's office will complete the mailing notification, and contact property owners to schedule appointments for the property inspectors. If the property owner is not home at the time of the original inspection, a card stating that a visit was made, and how to make an appointment for an inspection, will be left at the time of each visit. Near the end of the Reappraisal a notice may be sent to property owners that need an inspection with information on how to make an appointment.
- iii. All data entry, including CAMA sketching, and obtain and attach digital photographs of each principal structure, or change(s) to a structure if the TOWN already has a sufficient digital record of the structure prior to the change(s). Each improved property will have a computer-generated sketch produced on a property record sheet using the ProVal sketching program.
- iv. Following data collection and entry, CONTRACTOR will complete a thorough field review of all parcels in TOWN by driving-by parcels to review data entered into the CAMA system. After completion of the field review, a final review report will be generated to allow examination and review of CONTRACTOR's final value recommendations.
- v. Actively assist the TOWN to organize and publicize, and be an active participant in, periodic public information meetings, and conduct individual meetings with taxpayers during the Reappraisal prior to the formal grievance period, as necessary and requested.
- vi. Be present in the TOWN Offices on a regular, scheduled basis to work with the public, the Assessor and administrative support staff and to respond to questions and inquiries regarding the Reappraisal.
- vii. Continuously abide by the professional practices, methodologies, and ethical requirements specified by the Appraisal Foundation's most current Uniform Standards of Professional Appraisal Practices (USPAP).

- viii. Assist the TOWN to prepare for and to conduct grievance hearings related to the values generated from the Reappraisal, and be prepared to and available to defend, with the TOWN, post-grievance values in subsequent appeals.
- ix. Through one or more employees, sponsor testimony for the TOWN and offer evidence in support of the work performed, valuation methods utilized, and valuations recommended by CONTRACTOR in the discharge of CONTRACTOR'S responsibilities under this Agreement and consult with and advise TOWN officials in preparation for and conduct such further appraisals as may be necessary in connection with any proceeding beyond the grievance hearings.

5. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT

The CONTRACTOR shall not transfer, assign or sublet the contract, or any part thereof, or any interest herein without first receiving written approval from the TOWN.

## 6. INDEMNIFICATION AND CONDITIONS

- a. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town of Pomfret. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all claims arising out of actions by its agents, servants or employees while upon any private property within the TOWN or meeting with any person in connection with this Reappraisal, and for loss, damage or expense for which CONTRACTOR or the TOWN may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, together with costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract, including the payment of all costs of defense of such claims.
- b. CONTRACTOR shall require its employees assigned to the Reappraisal or any aspect of it to purchase from a carrier or carriers authorized to do business in the State of Vermont and maintain in full force and effect continuously throughout the term of this Agreement automobile liability insurance with limits reasonably satisfactory to the Town. Each individual employee will provide a certificate of insurance to the Town evidencing such coverage(s) prior to the commencement of the Reappraisal, and within thirty (30) days of any change in the policy coverage or limits of insurance, or any change in the carrier.
- c. Upon execution of this contract the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications, and thereafter shall deliver renewal certificates no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract.
- d. Each policy of insurance shall be issued by a financially responsible insurer duly licensed to do business in the State of Vermont. The insurers shall be reasonably acceptable to the TOWN.
- e. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days' notice to the TOWN in the event of a Cancellation or change in conditions or amounts of coverage.
- f. The CONTRACTOR will promptly notify the TOWN of any claim brought against the CONTRACTOR arising out of its performance of this contract or any other reappraisal contract.

## 7. TERMINATION

- a. FOR CONVENIENCE: The TOWN or CONTRACTOR may terminate this Contract without cause and at any time by giving the other party written notice not less than thirty (30) days in advance of the termination date. Upon termination of the Contract for any cause, and regardless whether either party alleges a claim against the other for breach:

1. CONTRACTOR shall promptly deliver to the TOWN reproducible copies of all data, maps, reports, photographs, summaries and all other information and materials accumulated by CONTRACTOR in performing the Reappraisal; and
2. The TOWN shall have the unrestricted right to use or authorize others to use such materials in completing the Reappraisal.

- b. FOR CAUSE: The TOWN may terminate this agreement if the CONTRACTOR: has materially misrepresented its credentials; fails to treat the citizens and property owners of the Town with courtesy and consideration to which they are entitled; fails to follow any reasonable directive of the Listers or Selectboard with respect to the conduct of the Reappraisal; fails to meet the schedule to accomplish the Reappraisal; fails to demonstrate the skill, knowledge and competence which it has represented that it possesses; or defaults on any reappraisal contract with another Vermont municipality.

8.

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not be removed within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if its interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, the TOWN shall have the right at its option to terminate the Contract and withhold any payments due, but without forfeiting any of its rights under this contract or any performance or payment bond required hereunder.

If the CONTRACTOR fails to perform the Contract in accordance with its terms or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the Contract Specifications and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the Project or the remaining work thereof, to another contractor. If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the Lister's direction vacate in an orderly fashion the office space if provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN. Any funds held by the TOWN under the contract shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition. Termination of the Contract and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess as a result of the CONTRACTOR'S failure to perform.

IN WITNESS HEREOF the TOWN OF POMFRET, Vermont and APPRAISAL RESOURCE GROUP, INC. have executed this contract on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

IN THE PRESENCE OF:

TOWN OF POMFRET, VERMONT

\_\_\_\_\_  
Emily Grube, Selectboard Chair

\_\_\_\_\_

\_\_\_\_\_

APPRAISAL RESOURCE GROUP INC.

(Signature) \_\_\_\_\_

(Name) Russell E. Beaudoin \_\_\_\_\_

(Title) President \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_