

**Town of Pomfret
 Selectboard Meeting Agenda
 Town Offices
 5218 Pomfret Road, North Pomfret
 April 3, 2024, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Road Foreman's Report	7:05 pm
5. Items for Discussion or Vote a. Sand RFP Bids Opening b. Wild Apple Road Culvert RFP Bid Opening c. SFY25 Grants in Aid Letter of Intent d. Hydraulic Studies Contract (Wayside and Broad Brook) e. Local Emergency Management Plan Update f. Lawn Maintenance Proposals g. Large Event Permit (High Pastures Road wedding) h. Capital Program and Budget Policy and Procedure i. Appointment of Public Officers j. Delinquent Dog Licensing k. Warrants l. Approval April 3, 2024 Minutes	7:30 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:45 pm
7. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

Zoom Instructions

- Computer or Smartphone
<https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, then Meeting ID 953 9507 9923 and Passcode 306922



**LETTER OF INTENT TO PARTICIPATE IN THE
SFY25 MUNICIPAL ROADS GRANTS-IN-AID
PROGRAM**

We, the Legislative Body of the Municipality of _____ certify that
the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2025.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2025 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

_____ Date: _____
(Duly Authorized Representatives)

Municipality: _____

Primary Contact Name: _____

Address: _____
Street Address Town Zip

Email: _____ Phone: _____

Town Clerk (2nd contact): _____ Email: _____

Unique Entity Identifier (SAM #) #: _____ Fiscal Year End Month (MM): _____

Note: Primary Contact is responsible for grant execution on Town’s behalf, Secondary Contact must be Town Clerk.

This form must be submitted via email by May 10th, 2024 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.



March 29, 2024

Town of Pomfret
Attn: Neil Lamson, Selectboard Assistant

RE: Short Form Engineering Agreement
Town Highway FEMA Projects

Project Understanding

The Town of Pomfret sustained damage during the July 2023 flooding, including damage to several Town Highway areas. The Town is looking for hydraulic assistance for two structures:

- Culvert #7, Broad Brook Road, Lat 43.73647, Long -72.54407
- Bridge #22, Wayside Road, Lat 43.66034, Long -72.57263

Scope of Services

The services outlined below are based on experience on similar municipal infrastructure projects, and knowledge of the State/Federal permitting and regulatory process.

1. Hydraulic Study – In order to properly size the replacement structure for various storm/high-water events, a hydraulic study will be completed for each site, which will be based off field measurements. The format of this study will generally follow the typical VTrans Hydraulic Study report.

Project Schedule

East Engineering will begin immediately upon authorization of this proposal.

Cost Proposal

East Engineering will provide invoices to the Town at the end of each quarter for the work performed. The engineering fee is \$2,000 per hydraulic study.

Authorization

Thank you for the opportunity to submit this proposal. If the contents of this document and the attached standard terms and conditions meet your approval, please sign below and return a copy to East Engineering.

Please let me know if there are any questions or you need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Tyler Billingsley".

Tyler Billingsley, P.E.
Engineer / Owner

AUTHORIZATION TO PROCEED

Signature: _____

Name / Title / Date: _____

Professional Services Terms and Conditions

Governing Law: The CLIENT and EAST ENGINEERING, PLC agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Vermont.

Termination: Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay EAST ENGINEERING, PLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Jobsite Safety: Neither the professional activities of EAST ENGINEERING, PLC, nor the presence of EAST ENGINEERING, PLC or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. EAST ENGINEERING, PLC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, EAST ENGINEERING, PLC, and EAST ENGINEERING, PLC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Subconsultants: EAST ENGINEERING, PLC may use the services of subconsultants when, in EAST ENGINEERING, PLC's sole opinion; it is appropriate and customary to do so.

Buried Utilities: EAST ENGINEERING, PLC and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by EAST ENGINEERING, PLC or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which EAST ENGINEERING, PLC relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against EAST ENGINEERING, PLC and anyone for whom EAST ENGINEERING, PLC may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by EAST ENGINEERING, PLC.

Construction Observation: The CLIENT hereby retains EAST ENGINEERING, PLC to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and EAST ENGINEERING, PLC, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EAST ENGINEERING, PLC to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

Billings/Payments: Invoices will be submitted monthly by EAST ENGINEERING, PLC, in EAST ENGINEERING, PLC's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and EAST ENGINEERING, PLC, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and EAST ENGINEERING, PLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 5% per month or \$250 per month, whichever is greater, on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay EAST ENGINEERING, PLC's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to EAST ENGINEERING, PLC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by EAST ENGINEERING, PLC. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

Information Provided by Others: The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. EAST ENGINEERING, PLC may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Hidden Conditions and Hazardous Materials: A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If EAST ENGINEERING, PLC has reason to believe that such a condition may exist, EAST ENGINEERING, PLC shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) EAST ENGINEERING, PLC has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and EAST ENGINEERING, PLC shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, EAST ENGINEERING, PLC shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Defects in Service: The CLIENT shall promptly report to EAST ENGINEERING, PLC any defects or suspected defects in EAST ENGINEERING, PLC's services of which the CLIENT becomes aware, so that EAST ENGINEERING, PLC may take measures to

minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify EAST ENGINEERING, PLC shall relieve EAST ENGINEERING, PLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Indemnifications: EAST ENGINEERING, PLC and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation: To the maximum extent permitted by law, EAST ENGINEERING, PLC's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or EAST ENGINEERING, PLC's fee, whichever is the lesser amount. Such causes include, but are not limited to, EAST ENGINEERING, PLC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or EAST ENGINEERING, PLC, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Dispute Resolution: Any claim or dispute between the CLIENT and EAST ENGINEERING, PLC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

Ownership of Documents: All documents produced by EAST ENGINEERING, PLC under this Agreement shall remain the property of EAST ENGINEERING, PLC and will not be used by the CLIENT for any other endeavor without the consent of EAST ENGINEERING, PLC. CLIENT agrees to indemnify and hold harmless EAST ENGINEERING, PLC from any claims that arise due to the reuse, or misuse of the work documents.

Unauthorized Changes: In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and EAST ENGINEERING, PLC does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of EAST ENGINEERING, PLC. Therefore, the CLIENT agrees to release EAST ENGINEERING, PLC from any liability arising from the construction, use, or result of such changes.

Extent of Agreement: This Agreement comprises the final and complete agreement between the CLIENT and EAST ENGINEERING, PLC. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and EAST ENGINEERING, PLC.

Delays: EAST ENGINEERING, PLC is not responsible for delays caused by factors beyond EAST ENGINEERING, PLC's reasonable control. When such delays beyond EAST ENGINEERING, PLC's reasonable control occur, the CLIENT agrees EAST ENGINEERING, PLC is not responsible for damages, nor shall EAST ENGINEERING, PLC be deemed to be in default of this Agreement.

Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Timeliness: EAST ENGINEERING, PLC will perform its services with due and reasonable diligence consistent with sound professional practices.

Additional Services: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

Local Emergency Management Plan

1. Emergency Management (EM) planners

<i>These are the people who wrote and/or maintain this plan.</i>	
Kevin Rice	
Steve Chamberlin	
Emily Grube	

2. Municipal Emergency Operations Center (EOC)

<i>The EOC is an organization that coordinates information, support, and response across the municipality for Incident Commanders and town officials. Its main functions are to maintain situational awareness for municipal leaders, coordinate resource and information requests, and provide public information.</i>	
Who, by position, can activate the EOC?	EMD, Select Board, Fire Chief
Preferred EOC Positions and Duties	
EOC Director	Supervises and directs all EOC activities coordinating municipal support and response
Terri Chamberlin	Staffs phones and radio
	Tracks and answers any Requests For Information (RFI)
	Tracks and coordinates any Requests For Support (RFS)
	Produces and posts public information and press releases
Potential EOC Staff Members	
<i>Name</i>	<i>Notes / Contact Information</i>
Steve Chamberlin	802-763-7820 / steve.chamberlin@pomfretvt.us
Robert Coates	802-457-9991 / bcoatesvt@hotmail.com
Neil Lamson	802-763-2070 / foxxfarm22@gmail.com
Bill Emmons	802-457-1520 / wbemmons3@gmail.com
Frank Perron	802-457-3402 frank@frankperron.com
Terri Chamberlin	802-763-7820 / ridgelinefarm@aol.com
Primary EOC Location	
Facility / Address:	Pomfret Town Office / 5218 Pomfret Road
Phone Numbers:	802-457-3861
Equipment/Notes:	Water, generator, internet, phone, bathrooms, meeting room white board, copier
Alternate EOC Location	
Facility / Address:	Teago Fire Station/ 2026 Pomfret Road
Phone Numbers:	802-457-1125
Equipment/Notes:	Internet, phone, radios, white board, flip chart, copier, water, refrigerator, stove, tables, chairs

3. Resources

Use municipal resources, mutual aid agreements, and local purchases first to get resources for response as needed and available.		
Purchasing agents for emergencies: Selectboard		
Emergency spending limits:	N/A	
Businesses with Standing Municipal Contracts		
<i>Type of Contract</i>	<i>Name</i>	<i>Contact Info</i>
Gravel/Stone	Pike Industries	603-276-3201
Pipes, sewer, valves	Ferguson Waterworks	603-298-5275
Sand	D&D Excavating	802-436-2417
Other Local Resources		
<i>Type of Resources/Skills</i>	<i>Name</i>	<i>Contact Info</i>
excavating/heavy equipment	Chase Site Services	802-457-3536
excavating/heavy equipment	Tom Havill	802-457-5790
forestry equipment/excavating/tree	Arborscape / Cy Benoit	802-457-5797
forestry equipment	Chippers	802-457-5100
excavating/heavy equipment	OK Chase & Sons	802-457-3499
Excavator	Frank Perron	802-457-3402
Excavator	John Moore	802-457-3433
Carpenter	Josh Trimpi	802-280-5898
Tree Service	Musson Brothers Tree Surgeons	802-299-1404
State support that is usually at no cost to the municipality: <ul style="list-style-type: none"> • Vermont Hazardous Material (HAZMAT) Response Team (VHMRT) • Vermont Urban Search and Rescue (USAR, VT-TF1) • Vermont State Police and Special Teams • Community Emergency Response Teams (CERTs) • Swiftwater Rescue Teams • Regional Shelter Support • State government agency expertise / services • Federal response agency expertise State support the municipality will normally eventually have to pay for: <ul style="list-style-type: none"> • Supplies and equipment (including sandbags) • VTrans Equipment and Personnel • Vermont National Guard Support 		
<i>The State Emergency Operations Center (SEOC, 800-347-0488) will help coordinate any state support teams or other external resources that local responders may need.</i>		

National Incident Management System (NIMS) Typed Resources*												
Type	I	II	III	IV	Other	Type	I	II	III	IV	Other	
Critical Incident Stress Management Team				N/A		Hydraulic Excavator, Large Mass Excavation				N/A		
Mobile Communications Center						Hydraulic Excavator, Medium Mass Excavation						
Mobile Communications Unit			N/A	N/A		Hydraulic Excavator, Compact				1		
All-Terrain Vehicles	N/A	N/A	N/A	N/A		Road Sweeper						
Marine Vessels	N/A	N/A	N/A	N/A		Snow Blower, Loader Mounted						
Snowmobile	N/A	N/A	N/A	N/A		Track Dozer						
Public Safety Dive Team						Track Loader						
SWAT/Tactical Team						Trailer, Equipment Tag-Trailer	1			N/A		
Firefighting Brush Patrol Engine	N/A	N/A	N/A		1	Trailer, Dump		N/A	N/A	N/A		
Fire Engine (Pumper)	3					Trailer, Small Equipment			N/A	N/A		
Firefighting Crew Transport	1			N/A		Truck, On-Road Dump			3	1		
Aerial Fire Truck			N/A	N/A		Truck, Plow			3	1		
Foam Tender			N/A	N/A		Truck, Sewer Flusher						
Hand Crew						Truck, Tractor Trailer				N/A		
HAZMAT Entry Team				N/A		Water Pumps, De-Watering					2	
Engine Strike Team						Water Pumps, Drinking Water Supply - Auxiliary Pump						
Water Tender (Tanker)				N/A		Water Pumps, Water Distribution						
Fire Boat				N/A		Water Pumps, Wastewater						
Aerial Lift - Articulating Boom						Water Truck		N/A	N/A	N/A		
Aerial Lift - Self Propelled, Scissor, Rough Terrain						Wheel Dozer			N/A	N/A		
Aerial Lift - Telescopic Boom						Wheel Loader Backhoe						
Aerial Lift - Truck Mounted						Wheel Loader, Large						
Air Compressor						Wheel Loader, Medium				1		
Concrete Cutter/Multi-Processor for Hydraulic Excavator						Wheel Loader, Small				N/A		
Electronic Boards, Arrow						Wheel Loader, Skid Steer				N/A		
Electronic Boards, Variable Message Signs						Wheel Loader, Telescopic Handler						
Floodlights				N/A		Wood Chipper	1	N/A	N/A	N/A		
Generator	1					Wood Tub Grinder						
Grader		1		N/A								

*Information about the NIMS Typed resources can be found at: <https://rtilt.preptoolkit.fema.gov>

4. Public Information and Warning

<i>During a significant emergency, the Emergency Operations Center (EOC) and Incident Command Posts (ICPs) will coordinate and manage public information, both by producing accurate, timely reports and by tracking what is publicly reported to minimize confusion and help ensure a positive public response.</i>	
VT-Alert message - State: Other VT-Alert managers:	Vermont Emergency Management: 800-347-0488 Put link on website Put information cards in tax bill
Important Local Websites / Social Media channels:	Pomfretvt.us Listserv
Local Newspaper, Radio, TV:	Vermont Standard Valley News
Public Notice locations:	Teago General Store No. Pomfret post office Town office
<i>Vermont 2-1-1 is a United Ways of Vermont system that provides 24x7x365 information and referral services in cooperation with a large number of state and local government and community based entities. 2-1-1 collects and maintains a database of local resource information and is available to take calls from the general public to inform and instruct them in relation to emergency events, and to refer them to the appropriate response and recovery resource, if necessary.</i>	
To provide information for 2-1-1	Dial 211 or (802) 652-4636

5. Vulnerable Populations

<i>If necessary, the EOC may contact organizations and facilities, below, that serve vulnerable populations to identify residents who are at risk based on the emergency. If there are residents at risk or in danger, the EOC should monitor their status and if required coordinate support for them until their situation stabilizes.</i>	
Name / Notes	Contact Info
CARE (Citizen Assistance Registration for Emergencies)	(Supporting PSAP)

6. Shelters

<i>During some emergencies, the EOC will monitor or coordinate support for residents who are displaced due to property or infrastructure damage.</i>	
Spontaneous Sheltering	
<ul style="list-style-type: none"> • Determine the approximate number of people who need sheltering • Call the State EOC / Watch Officer at 800-347-0488 and request support • Track the status of residents who need shelter until their situation stabilizes 	
Regional Shelter	
Location / Address:	
Opening Contact:	State EOC, 800-347-0488; American Red Cross, 802-660-9130
Phone Numbers:	
Primary Local Shelter	
Location / Address:	Teago Fire Station / 2026 Pomfret Road
Facility Contact(s):	Kevin Rice / Terri Chamberlin
Phone Numbers:	802-457-1125
Shelter Manager:	
Staff Requirements:	
Services:	Warm/Cool Overnight Food Prep Showers Healthcare
Notes:	
	Capacity: 10 Generator? Y / N Pets Allowed? Y / N
Alternate Local Shelter	
Location / Address:	Town Office / 5218 Pomfret Road
Facility Contact(s):	Becky Fielder. Emily Grube
Phone Numbers:	802-457-3861, 802-457-2994
Shelter Manager:	
Staff Requirements:	
Services:	Warm/Cool Overnight Food Prep Showers Healthcare
Notes:	
	Capacity: Generator? Y / N Pets Allowed? Y / N

Annexes (Optional, create and letter as needed)

See the Vermont Emergency Management (VEM) web site at <http://vem.vermont.gov> for samples and examples of annexes, such as: forms; delegations of authority; debris plans; incident-specific plans, checklists, and matrices; animal disaster references; etc.

Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
Local Emergency Management Team					
EMD	Kevin Rice	(802) 356-7643	(802) 457-2364	(802) 457-9339	kricevt@gmail.com
EM Coordinator	TBA				
Local Response Organization Contacts					
Fire Chief	Kevin Rice	(802) 356-7643	(802) 457-2364	(802) 457-9339	kricevt@gmail.com
Assistant/Deputy Fire Chiefs	Jake Astbury Greg Olmstead	(802) 369-0579 (970) 218-3061	(802) 457-5100 (802) 392-3669		jacobastbury12@gmail.com olmsteadgreg@hotmail.com
EMS Chief	Frank Perron	(802) 457-3402	(802) 281-2764		Frank@frankperron.com
Chief of Police or Constable	Doug Tuthill	(802) 295-5683			djt1jt2jt3@aol.com
State Police or County Sheriff		(802) 234-9933			
Local Dispatch Center		(802) 457-1420			
Local Public Works Contacts					
Road Foreman	Jim Potter	(802)369-0225	(802) 457-4702		Jim.potter@pomfretvt.us
Road Commissioner					
Town Garage		(802) 457-2767			
Drinking Water Utility					
Wastewater Utility					
Municipal Government Contacts					
Town Administrator					
Town/City Manager					
Selectboard Chair	John Peters Jr	(802) 379-1423			John.peters@pomfretvt.us
Selectboard Alt	Benjamin Brickner	(609) 577-7727			Benjamin.brickner@pomfretvt.us

Contact Information

Position	Name	Phone numbers - indicate Mobile, Home, Work			E-mail
		Primary	Alternate	Alternate	
Selectboard Alt	Emily Grube	(802) 457-2994			Emily.grube@pomfretvt.us
Town Clerk	Becky Fielder	(802) 457-3861	(802) 457-1490	(802) 999-1405	clerk@pomfretvt.us
Town Treasurer / Finance	Ellen DesMeules	(802) 457-3861	(802) 457-3205	(802)369-0001	treasurer@pomfretvt.us
Town Health Officer	Hugh Hermann	(802) 457-1200	(802) 299-1300	(802) 299-1250	Hugh.p.hermann@dartmouth.edu
Forest Fire Warden	Frank Perron	(802) 457-3402	(802) 281-2764		frank@frankperron.com
Animal Control Officer					
School Contact #1	Bob Crean	802-296-1254	(802) 457-2987		bobcrean@advancedanimations.com
School Contact #2					
School District Office					
Other Contacts					

Local Emergency Management Plan Municipal Adoption Form

Town/City of Pomfret
5218 Pomfret Road
North Pomfret, **VT** 05053

The Local Emergency Management Plan (LEMP) must be (re)adopted annually, after town meeting day, and submitted to the appropriate Regional Planning Commission (RPC) by May 1st.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the Local Emergency Management Plan (LEMP) on the date shown at right.

At a warned public meeting (regular selectboard/city council meeting), the municipality adopted the National Incident Management System (NIMS) on the date shown at right.

If Vermont Emergency Management needs to contact municipal leaders to determine status and support requirements during an emergency, the Emergency Management Director (EMD) and two other local Points Of Contact (POCs) who should have authoritative local information are listed at right.

Municipality	Town of Pomfret
LEMP Adoption Date	April 19, 2023
NIMS Adoption Date	May 7, 2014
EMD Name	Kevin Rice
Position	EMD
Primary Phone	Mobile 802-356-7643
Alternate Phone	Home 802-457-2364
Email	kricevt@gmail.com
POC 2 Name	John Peters Jr.
Position	Selectboard Chair
Primary Phone	802-379-1423
Alternate Phone	
Email	john.peters@pomfretvt.us
POC 3 Name	Frank Perron
Position	FAST Squad President
Primary Phone	802-457-3402
Alternate Phone	
Email	frank@frankperron.com

Mark this block if a readopted plan has no changes since the previous year.

I hereby certify that the LEMP meets Vermont National Incident Management System (NIMS) requirements and current LEMP Implementation Guidance as on page 2:

Signed* _____

Kevin Rice
Printed Name; certifying individual must have taken, at a minimum, ICS402 or ICS100/IS-100 training

I hereby attest that the municipality has adopted NIMS and the LEMP as stated above:

Signed* _____

Printed Name, Selectboard / council member

Once completed, send adoption form (2 pages) and copy of Local Emergency Management Plan to Regional Planning Commission.

*A typed name is acceptable as an electronic signature if it represents an act of that person in accordance with 9 V.S.A. § 278.



Local Emergency Management Plan (LEMP)

Required Elements

Check boxes below indicating the plan has the required elements and, if not using a template, fill in page numbers to report completion of required elements.

Municipal Adoption		
<input checked="" type="checkbox"/>	Municipal Adoption Form	
	Municipal adoption of National Incident Management System (NIMS)	<input checked="" type="checkbox"/>
	Contact information for local authorities during an emergency	<input checked="" type="checkbox"/>
	Certification that LEMP meets Vermont NIMS / Implementation Guidance	<input checked="" type="checkbox"/>
	LEMP adoption by local selectboard / city council (annual)	<input checked="" type="checkbox"/>
LEMP Required Elements		Page
<input checked="" type="checkbox"/>	Planners	
	List of people who wrote / maintain the LEMP	1
<input checked="" type="checkbox"/>	Municipal Emergency Operations Center (EOC)	
	Activation authority	1
	EOC staff positions and duties (minimum 1)	1
	List of potential EOC staff members (minimum 1)	1
	Facility information for potential EOC locations (minimum 1)	1
<input checked="" type="checkbox"/>	Resources	
	Emergency purchasing agent and spending limits (if any)	2
	List of municipal contracts that can be used during an emergency (if any)	2
	List of other local resources that could be used during an emergency (if any)	2
	National Incident Management System (NIMS) Typed Resource List	3
<input checked="" type="checkbox"/>	Public Information and Warning	
	VT-Alert contact information	4
	Local website / social media information (if any)	4
	List of local media outlets (if any)	4
	Public notice sites for non-phone/Internet information	4
	Vermont 2-1-1 contact information	4
<input checked="" type="checkbox"/>	Vulnerable Populations	
	List of organizations/facilities that serve local vulnerable populations	4
	Identification and monitoring process	4
<input checked="" type="checkbox"/>	Shelters	
	Spontaneous and regional shelter information	5
	Opening information for local shelters (if any)	n/a
	Service information for local shelters (if any)	n/a
<input checked="" type="checkbox"/>	Contact Information	
	Emergency Management personnel	6
	Response organizations	6
	Municipal officials / public works	6
	State, region, and adjacent municipality contacts	6-7

Vermont Emergency Management (VEM) encourages municipalities to create and maintain optional LEMP annexes as required. Examples might include plans for specific incident types, shelters, evacuation, and volunteer management - see the VEM website for models, samples, and examples at: <http://vem.vermont.gov>

TOWN OF POMFRET

APPLICATION FOR LARGE EVENT PERMIT

Pursuant to 24 V.S.A. 2291(14), in order to prevent and abate public nuisances, organizers of events having one hundred (100) or more anticipated attendees must first obtain a Large Event Permit from the Town of Pomfret. A completed application must be submitted no less than thirty (30) days before the proposed event begins.

Applicant Name: Scott Barger & Caroline Weschler Phone: [REDACTED] Email: [REDACTED]

Mailing Address: 15 Maple St Apt A Woodstock State: VT Zip: 05091

* * * * *

Event Name: Barger Wedding

Event Date(s): June 22nd 2024

Hours: 5-10pm Anticipated Attendees: 135

Event Contact Name: Scott Barger Phone: [REDACTED] Email: [REDACTED]

Has the event been held in Pomfret before? Yes No If yes, when? _____

Please provide a brief description of your event and its location: Event will take place at 111 High Pastures Road.

Event will consist of a ceremony and reception.

Will your event involve any of the following?

- | | | |
|---------------------------------------|---|---|
| Use of a Town Highway or Right of Way | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, a Permit to Hold an Event on Public Street(s) may be required. Please contact clerk@pomfretvt.us . |
| Use of other Town Property | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, general liability insurance in the amount of \$1,000,000 per occurrence and naming the "Town of Pomfret" as additional insured may be required. Please contact clerk@pomfretvt.us . |
| Catering of Alcoholic Beverages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | If yes, a Request-to-Cater Permit may be required. Please visit www.liquorcontrol.vermont.gov . |

Additional Requirements

- Zoning:** Some zoning requirements may still apply to events that otherwise do not require a zoning permit. Please contact the Zoning Administrator at karen.hewitt@pomfretvt.us.
- Sanitation:** Sufficient sanitation facilities and waste removal must be provided. Compliance with the Vermont Universal Recycling Law is required.
- Parking:** Sufficient off-street parking must be provided. No parking is permitted that interferes with ordinary roadway maintenance (including winter plowing) or otherwise reduces the usable travelled way to less than twelve (12) feet.
- Safety:** Upon request, organizers may be required to have a medic on site and/or provide traffic control. Adequate emergency vehicle access must be maintained for the event duration.
- Nuisance:** Organizers are responsible for preventing public nuisances that create dangerous, injurious or noxious conditions that adversely affect the reasonable use of adjoining or nearby properties.

Applicant agrees to adhere to the specifications, requirements and conditions forming a part of this permit. Applicant acknowledges that this permit is issued in accordance with 24 V.S.A. 2291(14) and may be voided in the event of misrepresentation, substantial inaccuracy or failure to hold the event in accordance with the specifications, requirements and conditions indicated herein.

SGBARGER

Applicant Signature

Scott Barger

Applicant Printed Name

3/18/2024

Date

Please mail or email completed application to: Town of Pomfret
5218 Pomfret Road
North Pomfret, Vermont 05053
Attention: Town Clerk, clerk@pomfretvt.us

OFFICIAL USE ONLY

Date Received: March 18, 2024 By: Becky Fielder

Zoning Permit Required? Yes No Unknown If yes or unknown, referred to Zoning Administrator on: _____

Condition(s) of Approval: _____

PERMIT APPROVED this _____ day of _____, 20____.

Selectboard Chair

Copies of approved permits to:

Chief, Pomfret-Teago Volunteer Fire Department

Head of Service, Pomfret FAST Squad

CAPITAL PROGRAM AND BUDGET POLICY AND PROCEDURE
TOWN OF POMFRET
DRAFT revised 11 12 23

PURPOSE: The purpose of the Capital Program and Budget Policy is to establish a capital improvement program (CIP) for the Town of Pomfret in accordance with 24 V.S.A. § 4430. The capital assets of the Town and their condition are critical to the quality of services provided to the municipality. A CIP is a **five year or (long term)** financial plan for the construction or acquisition and maintenance of capital assets. It provides for the planning of future financial needs, resources and financing of projects, matching costs with funding options in order to better manage its long-term financial position.

CAPITAL EXPENDITURES, definition: For purposes of the CIP, a capital expenditure is defined as any expenditure for any physical betterment or improvement, including furnishings, machinery, apparatus, or equipment when first constructed or acquired; any preliminary studies and surveys relating to any physical betterment or improvement; land or rights in land; or any combination thereof costing more than \$_____ and any expenditure for infrastructure (e.g., roads, bridges, water and wastewater distribution and collection systems) costing more than \$_____.

CAPITAL IMPROVEMENT PLAN AND BUDGET: The Selectboard will adopt a **5 year** CIP for the Town of Pomfret. This plan will include the Town's plan of capital projects, in order of priority, proposed to be undertaken each year including:

1. Their description of each proposed project
2. Estimated acquisition and total costs
3. On-going maintenance and operating costs
4. Proposed method(s) of financing (see below)
5. The estimated life or usefulness of the equipment.
6. The five-year plan shall be updated each year
7. In addition, each year, a list of existing and sold capital assets, their current value, and estimated life will be kept in the Town and reported each year in the Annual Report

Funding options or combinations of the following:

1. Reserve funds created in accordance with 24 V.S.A. § 2804 to accumulate resources to pay for items included in the CIP. The use of such reserve funds should minimize large fluctuations in the tax rate and will reduce the need for incurring additional debt.
2. Grants, including those financed from the federal or state government plus other sources of reimbursement.
3. Direct appropriations to operating budgets.
4. Capital debt or leases. Although in most cases debt is not necessary, there may be good reason to use debt or bonds especially if a particular capital expense will exceed _____ (**\$250,000 is this an appropriate figure?**). The estimated life, usefulness, and

operating expense must be estimated to evaluate the appropriate length of debt or lease obligations.

CAPITAL EXPENDITURES: Each year, as part of the budget process, the Selectboard will review the CIP and consider decide whether to fund capital projects in the next year's budget. If so, the selectboard will develop a capital budget including its description and funding mechanism, to be incorporated in the following year's budget.

After the budget is approved, the CIP will be reviewed and updated on an annual basis based on the past year's activity and experiences that may have altered the CIP's underlying assumptions. If the CIP is updated, the revised plan is subject to approval by the Selectboard. The CIP and annual additions/revisions are subject to a Selectboard vote taken after a duly ~~advertised~~-noticed public hearing.

RESERVE FUNDS: In conjunction with the Town's debt management policy, the Selectboard shall annually propose budget for the funding of reserve funds created in accordance with 24 V.S.A. § 2804 to accumulate resources to pay for any of the capital expenditures included in the CIP. The use of such reserve funds should minimize large fluctuations in the tax rate and will reduce the need for incurring additional debt. Other capital improvements may be funded by bond issue or through the operating budget.

PRIORITY CRITERIA: Capital projects and/or capital assets will receive a higher priority if they meet some or most of the following criteria:

1. The project or asset is required under a state or federal mandate, law, or regulation.
2. The project or asset meets a policy goal or fulfills a strategic objective of the Selectboard.
3. The project or asset will mitigate or eliminate a known safety hazard.
4. The project or asset will maintain and improve the delivery of public services to the majority of the population.
5. The project or asset will improve the quality of existing infrastructure.
6. State or federal grant funds are available to assist in funding for project.

The foregoing Policy is hereby adopted by the Selectboard of the Town of _____,
Vermont, this ___ day of _____ and is effective as of this date until amended or
repealed.

Selectboard Chair

Selectboard Vice Chair

Selectboard Member

Selectboard Member

Selectboard Member

Selectboard Member

Town of Pomfret Selectboard
Draft Meeting Minutes
March 20, 2024

Present: Benjamin Brickner, John Peters, Steve Chamberlin, Meg Emmons, Emily Grube

Public: Jim Potter, Jeff Barger, Scott Pearce, Betsy Rhodes, Jim Robinson, Mary Worrell,
Scott Barger, Michael Barger, Bill Emmons, Kelly Barger, AJ Follensbee

1. Ben called the meeting to order at 6:18 pm.
2. Executive Session
 - a. Ben moved and John seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(3) to discuss the evaluation of public employees and the appointment of public officers. Unanimous. The Selectboard entered executive session at 6:19 pm.
 - b. The Selectboard exited executive session at 6:59 pm, with no decisions having been made therein.
3. Ben called the meeting back to order at 7:00 pm.
4. Agenda Review – Ben moved and Emily seconded adding Wayside Road and Broad Brook Road hydraulic studies immediately before Warrants. Unanimous (Meg not voting).
5. Public Comment – Betsy Rhodes asked when would be the appropriate time to comment on the Pike Industries Paving Proposal impact on the library. Ben indicated that public comment on that topic would be welcome when it is discussed later in the meeting.
6. Road Foreman’s Report – Pike would like to begin paving in early May. We may not learn whether our paving grant application is approved until early May. Jim will inform Chris Bump of our timing so that perhaps we can learn of our grant status before Pike begins work. Betsy will alert the library that any improvement to their parking lot should wait until after paving is complete. Jim has received all necessary easements from Wild Apple Road residents. He would like to begin prep work on Wild Apple Road Class 4 section that will be part of the temporary detour. He will seek out affected residents to inform them of the impending road closure, detour, etc. The new loader is expected to arrive at Nortrax on Friday; Jim will go there on Monday or Tuesday to discuss any adjustments, additions, etc. The road crew has been working on cleaning up tree debris from recent winds. Jim is also inventorying trees to be removed by a third-party service using funds allocated in the budget. Jim would like to have a list serve message posted thanking residents for their patience during this difficult mud season. He and Ben will drive Stage Road to determine placement of new speed limit signs, etc.
7. Items for Discussion or Vote
 - a. Pike Industries Paving Proposal – Steve moved and John seconded approval of Pike’s proposal for additional paving of Stage Road and Pike’s proposal for paving the town office parking lot. Unanimous (Meg not voting).

- b. FY 2025 Highway Grant Applications – John previously submitted the FY 2025 Class 2 Roadway (paving) grant application and we are waiting to hear if this has been approved. Emily moved and John seconded approval of the FY 2025 Structures grant application for the Pomfret Road culvert replacement. Unanimous (Meg not voting).
- c. River Road Closure Status – John contacted Hartford to discuss whether and when River Road can be reopened to vehicular traffic. There will be a site visit on March 28 at 2 pm to review the road condition and discuss remaining work. Residents of High Pastures Road expressed gratitude for these efforts.
- d. Fire Department Activities Update – Scott Barger reported that the Fire Department will apply for two FEMA Assistance to Firefighters Grants Program grants. They wish to replace Engine #1 (North Station) which is 31 years old, at an estimated cost of \$636,000, and upgrade radio equipment at an estimated cost of \$72,000. If awarded, each grant would require a 5% local match. The Fire Department also would like to purchase three portable radios at a cost of \$500 each, one of which will be used by the FAST Squad. Ben moved and Emily seconded that the Fire Department be authorized to purchase three portable radios, that two units be charged to the Communications Reserve, and that the third unit be charged to the FAST Squad budget. Unanimous (Meg not voting).
- e. Town Forest Management – AJ Follensbee, Windsor and Orange County Forester, offered at no cost to the town to prepare forest management plans for the two town forests: the 40-acre Joe Ranger lot (a/k/a the “Stump Dump”) and the 100-acre School Lot. The two town forests were last managed twenty years ago. Mr. Follensbee will work with New England Forestry Foundation and Vermont Land Trust to arrange access easements, etc., and will develop a management plan by the end of the year describing inventory, boundaries, etc.
- f. Lawn Maintenance Proposals – John has received one proposal and expects to receive more. Discussion to be continued on April 3.
- g. Annual Financial Plan, Town Highways (TA-60) – Steve moved and Emily seconded approval of the Annual Financial Plan (TA-60). Unanimous.
- h. Certification of Compliance for Town Road and Bridge Standards and Network Inventory – Emily moved and John seconded adoption of the Certification of Compliance for Town Road and Bridge Standards and Network Inventory. Unanimous.
- i. DLL License Renewals (Teago Store Second Class, Tobacco) – Emily moved and Steve seconded approval of Second Class liquor and Tobacco sale licenses for Teago General Store. Unanimous.
- j. Large Event Permit Application (VMBA Member Party) – Steve moved and John seconded approval of VMBA’s Large Event Permit Application with the standard condition that all activity cease no later than one hour after sunset. Unanimous.

- k. Appointment of Public Officers – Steve moved and Emily seconded the following appointments, each for a one-year term expiring March 31, 2025 unless otherwise noted:
 - i. Collector of Delinquent Taxes – Karen Osnoe
 - ii. Constable – Doug Tuthill
 - iii. Zoning Administrator – Karen Osnoe (3-year term expiring 2027)
 Unanimous.
 - l. Wayside Road and Broad Brook Road Hydraulic Studies – Neil solicited two proposals for hydraulic studies to be performed on Wayside Road and Broad Brook Road culverts as the first step toward seeking FEMA funding to replace the same. Emily moved and Steve seconded approval of the proposal submitted by East Engineering. Unanimous.
 - m. Warrants – John moved and Steve seconded approval for payment of the following warrants:

24079	\$ 15,030.94	Payroll
24081	26,878.32	A/P

 Unanimous.
 - n. Approval of Minutes – John moved and Steve seconded approval of the March 6, 2024 meeting minutes as presented. Unanimous.
8. Meeting Wrap Up
- a. Correspondence – None.
 - b. Review of Assignments – Meg to follow up with Ellen re: ARPA funds; John to complete and submit the Structures grant application. Ben to submit the TA-60 and Certificate of Compliance to Vtrans.
 - c. Agenda for Next Meeting – Sand RFP Bid Opening, Wild Apple Road RFP Bid Opening, Large Event Permit Application - Barger-Weschler Wedding, Lawn maintenance proposals.
9. Adjournment – Steve moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 8:33 pm.