

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for May 20, 2015 Regular Selectboard Meeting
 7:00pm at the Pomfret Town Offices

Agenda Item	Presiding Officer	Timeframe
1. Call to Order	Chair	7:00pm-
2. Public Comment	Chair	7:00-7:15pm
3. Review of Agenda	Chair	7:15-7:20pm
4. Recurring items:		
a. Review, discussion (if any) & approval of previous minutes	Chair	7:20-7:25pm
i. May 6 th and 13 th meeting minutes		
ii. Proposed change to April 15 th minutes <i>(see attached proposal by Michael Reese)</i>		
b. Review of Treasurer's Report	Treasurer	7:25-7:30pm
i. Warrants for Payment: 275, 276 & 277 <i>(see attached warrants)</i>		
c. Review of Road Foreman's Report	Road Foreman	7:30-7:45pm
i. General update		
ii. Bridge inspection report by Vtrans <i>(see attached 2014 Bridge Inspection Summary Reports)</i>		
5. Business items requiring a vote:		
a. Maintenance Agreement Between State of Vermont Agency of Transportation and Town of Pomfret for (state guardrail work on Route 12) Statewide HES GARD (2) EA/SUBJOB 5100013/100/200/300 <i>(see attached "Maintenance Agreement")</i>	Road Commissioner	7:45-7:50pm
b. New Fire Truck	Chief Rice	7:50-8:20pm
i. Application of Purchasing Policy <i>(see attached "Purchasing Policy"; "Memorandum from Auditors")</i>		
ii. Proposed Contract <i>(see attached "Fire Apparatus Contract")</i>		
c. Vermont 100 race <i>(see attached May 8, 2015 correspondence and map)</i>	Chair	8:20-8:25pm
d. Landscaping for Town Office/Town Hall	Chair	8:25-8:30pm
i. Determine process for contract		
e. Claim for motor vehicle damage (Milne)	Chair	8:30-8:35pm

<p>6. Business items for discussion:</p> <ul style="list-style-type: none"> a. Alcohol consumption at Town Hall (<i>see attached VLCT email dated May 18th; Town Hall Rental Agreement; VLCT Memorandum dated April 1, 2008 and model agreements & policy; TULIP information</i>) b. Late filing penalty for Homestead Declaration forms (<i>see attached Dept of Taxes Homestead Declaration and Property Tax Adjustments</i>) c. EC Fiber proposal for “Hub” at Town Offices d. Selectboard policy on distribution of agendas and notices for special meetings e. Selectboard correspondence 	<p>Chair (as all items)</p>	<p>8:35-8:40pm</p> <p>8:40-8:45pm</p> <p>8:45-8:50pm</p> <p>8:50-8:55pm</p>
<p>8. Closing public comments & adjournment</p>	<p>Chair</p>	<p>8:55-9:00pm</p>

INCLUDES CHANGES PROPOSED

BY MICHAEL REESE MARKED

IN RED BELOW

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

Draft Minutes of the April 15, 2015 Special Selectboard Meeting

Present: Phil Dechert (Selectboard Member), Michael Reese (Selectboard Member), Eric Chase (newly appointed Selectboard Member), Ellen DesMeules (Treasurer), Arthur Lewin, Sr. (Road Foreman), Sherman Kent, Laura Kent, Melanie Williams, Bob Merrill, Eric Chase, Keith Chase, Ona Chase, Brian Marsicovetere, Pam Pickett, Katy Savage (Vermont Standard), Andrew Mann, Marge Wakefield and Kevin Rice.

The meeting was called to order by Chair Phil Dechert at 7:04pm.

1. Review of Agenda: The following changes were made to the agenda: 1. Add review of Vermont structures grant agreement to Road Foreman's Report; and 2. Add Review of purchase of fire truck.
2. Appointment of Selectboard Member: Brian Marsicovetere withdrew his name from consideration because he supports Eric Chase. Michael Reese moved, and Phil Dechert seconded, that Eric Chase be appointed Selectboard member to serve until the next Town Meeting (which is expected to occur in the next couple of months). Following discussion, the Board unanimously approved the motion. Michael Reese administered the Oath of Office, and Eric joined the Board at the table.
3. Minutes of Previous Meetings: The Board agreed to defer review of the April 1st and 18th meetings.
4. Treasurer's Report:
 - (a) Warrants for Payment:
 - i. Phil Dechert moved, and Michael Reese seconded, that the Board approve warrant 269 totaling \$16,548.08. Following discussion, the Board unanimously approved the motion.
 - ii. Phil Dechert moved, and Michael Reese seconded, that the Board approve payroll warrant 270. Following discussion, the Board unanimously approved the motion.
 - (b) Budget Status and Forecast: The Board reviewed the 3rd quarter budget report. In the coming days, the Treasurer will complete certain bookkeeping entries to present a more accurate picture of the Town's financial picture. She does not anticipate surplus funds at the end of the fiscal year on June 20, 2015.
 - (c) Bookkeeping Assistance: The Treasurer requested additional funds in the budget to cover an assistant for herself and the Town Clerk, who could float between both departments. She will await direction from the accounting firm before seeking specific bookkeeping assistance.
5. Road Foreman's Report:
 - (a) Update on Activities:
 - i. The road crew has been running the yolk rake behind the tractor on the roads smoothing out ruts and some potholes.
 - ii. They've begun grading roads and will complete the entire town once the roads have dried.
 - iii. The culverts that appear to be sinking will rise back up once the frost comes out.
 - (b) Traffic Study (speed limits): The Board discussed the process of compiling a traffic study to measure speed limits. The study will be performed by Two Rivers Ottaquechee Regional Commission without cost to the Town. The Board will consider specific plans at its next meeting.

- (c) Driveway Access Permit (Westbrook): The Road Foreman will check with Seth Westbrook for a site visit.
- (d) Bandrail: The Road Foreman received a price for guardrail replacement in several places around Town and will present the quote to the Board.
6. Liquor License Renewal Application (Suicide Six): Michael Reese moved, and Phil Dechert seconded, that the Board approve the 2015 Liquor License Renewal Application for a First Class Restaurant/Bar License to Sell Malt and Vinous Beverages and Outside Consumption Permit filed by the Woodstock Resort Corporation doing business as Suicide Six Ski Area. Following discussion, the Board unanimously approved the motion.
7. Appointment of Solid Waste District Alternate Representative: The Board deferred consideration of this appointment.
8. Meeting Resolution/Rules of Procedure: The Board deferred consideration of this document.
9. Vermont Structures Grant Agreement: Michael Reese explained the transfer of grant funding from a federal highway grant to a state structures grant for the 7090 Pomfret Road culvert replacement. A state grant agreement will be considered at the Board's next meeting.
10. Antenna/Repeater Update: Phil Dechert noted the following: spending is below the amount in the reserve account (\$14,830); installation of batteries and inverter system are necessary; and reprogramming needs to be done. Phil Dechert, the Fire Chief and Road Foreman will discuss the options for increasing the antenna height from 38 feet to 50 feet.
11. Fire Truck: Fire Chief Kevin Rice asked the Board to consider a offer from the fire truck vendor to save \$4,500 for a prepayment on the fire truck. The Board declined. The Board ~~agreed to discussed~~ waiv~~ing~~ing the Purchasing Policy for the purchase of the fire truck and purchased the an E-One brand fire truck through the dealer, Desorcie Emergency Products. The Fire Chief emphasized the importance of using the same model of equipment as the other truck in order to minimize disruptions during emergencies. Also, Desorcie is the only dealer available to purchase an E-One vehicle.
12. Budget Review: ***The Board agreed to meet next Tuesday, April 21st at 6pm for a special meeting*** to discuss the budget, review the state grant agreement, and consider speed enforcement.
13. Public Comment:
- (a) Sherman Kent congratulated Eric Chase and asked him to consider holding office hours, because he believed the practice started by Scott Woodward was very helpful.
- (b) Bob Merrill asked about the logistics of setting up an email address for the new member.
14. Following motion, the Board adjourned the meeting.

Dated: 4/15/2015

Respectfully Submitted by Michael Reese

05/15/15

11:14 am

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
05/13/15 - 05/20/15

Page 1 of 2

EDesMeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
1150	BLUE CROSS & BLUE SHIELD	JUN-2015	05/15/15	05/20/15	01 4 people-ins			
	100-2-00-00-100.020	Health Ins Payable				4,669.89	0.00	0.00
1180	BRITTON'S	94764	05/08/15	05/20/15	01 50# Cold Patch			
	150-7-20-75-650.020	Cold Patch & Hot Mix				166.90	0.00	0.00
1272	CASELLA WASTE SERVICES	0173629	05/15/15	05/20/15	01 monthly trash			
	150-7-40-83-410.000	Garage Utilities				25.00	0.00	0.00
1430	DEAD RIVER COMPANY	158	05/06/15	05/20/15	01 Teago-Gas, Apr 2015			
	100-7-30-40-610.002	EmergVehicle gasoline				35.81	0.00	0.00
	46424	05/08/15 05/20/15 01 282.7 gals propane						
	100-7-30-40-623.000	Propane Pomfret Fire Dept				517.06	0.00	0.00
	82359	05/06/15 05/20/15 01 Teago FD-oil-Apr 2015						
	100-7-30-40-624.000	Heating oil, Teago FD				602.55	0.00	0.00
	91777	05/06/15 05/20/15 01 Teago-LP-Jan-2015						
	100-7-30-40-623.005	Teago FD propane				48.41	0.00	0.00
Total For DEAD RIVER COMPANY						1,203.83	0.00	0.00
1595	FAIR POINT COMMUNICATIONS	MAY 3,2015	05/15/15	05/20/15	01 April phone bills			
	100-7-10-30-530.000	Telephone-Internet				109.61	0.00	0.00
	100-7-30-40-530.001	Pomfret FD phone:3730				131.83	0.00	0.00
	100-7-30-40-530.003	Teago FD phone: 1125				112.66	0.00	0.00
	150-7-40-83-530.000	Telephone				71.96	0.00	0.00
Invoice MAY 3,2015 Total						426.06	0.00	0.00
1755	GREEN MOUNTAIN POWER	4-29-TH	05/06/15	05/20/15	01 Electricity-Apr-2015			
	150-7-40-83-410.000	Garage Utilities				124.91	0.00	0.00
	100-7-10-30-622.000	Town Office Electricity				116.31	0.00	0.00
	100-7-10-65-622.000	Electricity, Town Hall				53.24	0.00	0.00
	100-7-20-35-430.005	Brick Bldg Exp				25.99	0.00	0.00
	100-7-30-40-530.015	Repeater expenses				25.08	0.00	0.00
Invoice 4-29-TH Total						345.53	0.00	0.00
1910	IRVING OIL CORPORATION	352840	05/15/15	05/20/15	01 191.1 gals diesel			
	150-7-30-80-330.000	Diesel				455.69	0.00	0.00
	652397	05/15/15 05/20/15 01 249.6 gals diesel						
	150-7-30-80-330.000	Diesel				585.29	0.00	0.00
Total For IRVING OIL CORPORATION						1,040.98	0.00	0.00

05/15/15
11:14 am

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
05/13/15 - 05/20/15

Page 2 of 2
EDesMeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2380	PIKE INDUSTRIES, INC.	797437	05/08/15	05/20/15	01	349.97 tons Crushed S		
		150-7-20-75-650.010	Crushed Stone			4,217.12	0.00	0.00
		798101	05/08/15	05/20/15	01	130 tons Crushed St		
		150-7-20-75-650.010	Crushed Stone			1,566.50	0.00	0.00
		798633	05/15/15	05/20/15	01	130.09 tons-3/4" stone		
		150-7-20-75-650.010	Crushed Stone			1,567.59	0.00	0.00
Total For PIKE INDUSTRIES, INC.						7,351.21	0.00	0.00
2410	PORTLAND GLASS	376-345312	05/15/15	05/20/15	01	Tk 5 windshield		
		150-7-35-05-674.020	Truck 5, repairs			388.16	0.00	0.00
2705	TDS LEASING INC.	01050696	05/15/15	05/20/15	01	Copier lease		
		100-7-10-30-740.000	Other New Equip/Copier le			94.25	0.00	0.00
3320	WINDSOR COUNTY SHERIFF DE	M65-7-14	05/15/15	05/20/15	01	33 hrs patrol svc		
		100-7-30-40-525.000	Sheriff's Patrol			1,551.00	0.00	0.00
Report Grand Total						17,262.81	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
100	8,093.69	0.00
150	9,169.12	0.00
	17,262.81	0.00

05/11/15

TOWN OF POMFRET Payroll

Page 1 of 3

09:11 am

Posting Register Report

EDesMeules

All Employees By Employee, After Calculations

Dept Employee	Sequence	PR Ending	Amount	G/L Account
Description	Units	Rate		
DESMEL	DESMEULES, ELLEN C.	00482 05/11/15		
G1:treasurer			831.92	100-7-10-15-110.000 Treas Sal (PR)
F1:Health Ins,		541.7500	541.75	100-7-10-15-210.000 Treas Ins
D1:health care ins	Gross,Pd	\$ 327.3000	327.30	100-2-00-00-100.020 Health Ins Payable
FW:Federal Tax			74.80	100-2-00-00-100.000 FWT Payable
SW:VT State			26.92	100-2-00-00-100.005 SWT Payable
FI:FICA			85.17	100-2-00-00-100.010 FICA/MEDI Payable
FE:Employer FICA			85.17	100-7-10-25-220.000 Town's Cost SS & Med (PR)
MI:Medicare			19.92	100-2-00-00-100.010 FICA/MEDI Payable
ME:Employer MEDI			19.92	100-7-10-25-220.000 Town's Cost SS & Med (PR)
Total	Gross: 831.92 Fringes: 541.75 Net: 297.81			
FIELRE	FIELDER, REBECCA L.	00483 05/11/15		
G1:town clerk			831.92	100-7-10-10-110.000 Clerk Sal (PR)
FW:Federal Tax			93.78	100-2-00-00-100.000 FWT Payable
SW:VT State			25.92	100-2-00-00-100.005 SWT Payable
FI:FICA			51.58	100-2-00-00-100.010 FICA/MEDI Payable
FE:Employer FICA			51.58	100-7-10-25-220.000 Town's Cost SS & Med (PR)
MI:Medicare			12.06	100-2-00-00-100.010 FICA/MEDI Payable
ME:Employer MEDI			12.06	100-7-10-25-220.000 Town's Cost SS & Med (PR)
Total	Gross: 831.92 Net: 648.58			
KENTLA	KENT, LAURA L.	00484 05/11/15		
H1:Lister	10.00 Hrs	17.0000	170.00	100-7-10-20-110.000 Listers Payroll (PR)
H2:Auditor	74.00 Hrs	17.0000	1258.00	100-7-10-25-110.010 Brd of Auditors
FI:FICA			88.54	100-2-00-00-100.010 FICA/MEDI Payable
FE:Employer FICA			88.54	100-7-10-25-220.000 Town's Cost SS & Med (PR)
MI:Medicare			20.71	100-2-00-00-100.010 FICA/MEDI Payable
ME:Employer MEDI			20.71	100-7-10-25-220.000 Town's Cost SS & Med (PR)
Total	Hrs: 84.00 Gross: 1428.00 Net: 1318.75			
LEWISR	LEWIN, ARTHUR J., SR	00480 05/11/15		
H1:SUMMER	80.00 Hrs	22.5000	1800.00	150-7-10-70-110.000 Gross Pay
OT:Overtime	2.00 Hrs	33.7500	67.50	150-7-10-70-110.000 Gross Pay
F1:HEALTH INSUR		1083.5000	1083.50	150-7-10-70-230.010 Health Ins. - Town's Cost
F2:RETIREMENT		4.0000%	74.70	150-7-10-70-230.000 Retirement Expense
D2:RETIREMENT	Gross,Pd	2.5000%	46.69	100-2-00-00-100.015 Retirement Payable
FW:Federal Tax			208.03	100-2-00-00-100.000 FWT Payable
SW:VT State			53.72	100-2-00-00-100.005 SWT Payable
FI:FICA			115.79	100-2-00-00-100.010 FICA/MEDI Payable
FE:Employer FICA			115.79	150-7-10-70-220.000 FICA- Social Security
MI:Medicare			27.08	100-2-00-00-100.010 FICA/MEDI Payable
ME:Employer MEDI			27.08	150-7-10-70-220.001 MEDI-Medicare Expense
Total	Hrs: 82.00 Gross: 1867.50 Fringes: 1158.20 Net: 1416.19			
SAWYKE	SAWYER, KEVIN A.	00481 05/11/15		
H1:Summer	80.00 Hrs	20.0000	1600.00	150-7-10-70-110.000 Gross Pay
F1:Health Ins.		541.7500	541.75	150-7-10-70-230.010 Health Ins. - Town's Cost
F2:Retirement		4.0000%	64.00	150-7-10-70-230.000 Retirement Expense
D2:Retirement	Gross,Pd	2.5000%	40.00	100-2-00-00-100.015 Retirement Payable

05/11/15

TOWN OF POMFRET Payroll

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09:11 am

Posting Register Report

EDesMeules

All Employees By Employee, After Calculations

Dept Employee	Sequence	PR Ending			
Description	Units	Rate	Amount	G/L Account	
FW:Federal Tax			206.11	100-2-00-00-100.000	FWT Payable
SW:VT State			52.77	100-2-00-00-100.005	SWT Payable
FI:FICA			99.20	100-2-00-00-100.010	FICA/MEDI Payable
FE:Employer FICA			99.20	150-7-10-70-220.000	FICA- Social Security
MI:Medicare			23.20	100-2-00-00-100.010	FICA/MEDI Payable
ME:Employer MEDI			23.20	150-7-10-70-220.001	MEDI-Medicare Expense
Total	Hrs: 80.00	Gross: 1600.00	Fringes: 605.75	Net: 1178.72	

05/11/15

09:11 am

TOWN OF POMFRET Payroll

Posting Register Report

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EDesMeules

All Employees By Employee, After Calculations

Report totals

Hours Used

Gross income	6,559.34
Fringe 1	2,167.00
Fringe 2	138.70
Deduction 1	327.30
Deduction 2	86.69
Federal withheld	582.72
FICA withheld	440.28
MEDI withheld	102.97
State withheld	159.33
State disab.	0.00
Local taxes	0.00
Employer FICA	440.28
Employer MEDI	102.97
Employer SUTA	0.00
Employer FUTA	0.00

Net income 4,860.05 (5 checks 0 e-checks.)

Total hours 246.00

05/13/15

11:04 am

TOWN OF POMFRET Payroll

Check Warrant Report #276

Period end date 05/13/15 to 05/13/15

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edesmeules

Employee

Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No

LEWIN, ARTHUR J., JR												
156.00	0.00	0.00	7.27	9.67	2.26	2.10	0.00	0.00	-5.12	139.82	0.00	9649

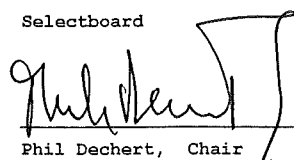
156.00	0.00	0.00	7.27	9.67	2.26	2.10	0.00	0.00	-5.12	139.82	0.00	
=====												

To the Treasurer of TOWN OF POMFRET

we hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****139.82

Let this be your order for the payments of these amounts.

Selectboard

 5-13-15

Phil Dechert, Chair

Michael Reese

Eric Chase

05/13/15
07:57 am

TOWN OF POMFRET Payroll
Check Warrant Report #275
Period end date 05/11/15 to 05/11/15

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edesmeules

Employee

Gross	Fringes Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No

DESMEULES, ELLEN C.											
831.92	541.75	0.00	74.80	85.17	19.92	26.92	0.00	0.00	327.30	297.81	0.00 9644
FIELDER, REBECCA L.											
831.92	0.00	0.00	93.78	51.58	12.06	25.92	0.00	0.00	0.00	648.58	0.00 9645
KENT, LAURA L.											
1428.00	0.00	0.00	0.00	88.54	20.71	0.00	0.00	0.00	0.00	1318.75	0.00 9646
LEWIN, ARTHUR J., SR											
1867.50	1158.20	0.00	208.03	115.79	27.08	53.72	0.00	0.00	46.69	1416.19	0.00 9647
SAWYER, KEVIN A.											
1600.00	605.75	0.00	206.11	99.20	23.20	52.77	0.00	0.00	40.00	1178.72	0.00 9648

6559.34	2305.70	0.00	582.72	440.28	102.97	159.33	0.00	0.00	413.99	4860.05	0.00
=====											

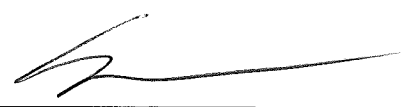
To the Treasurer of TOWN OF POMFRET

we hereby certify that there is due to the several persons whose
names are listed hereon the sum against each name and that
there are good and sufficient vouchers supporting the payments
aggregating \$ ***4,860.05
Let this be your order for the payments of these amounts.

Selectboard

 5-13-15
Phil Dechert, Chair

Michael Reese



Eric Chase

05/18/15

12:30 pm

TOWN OF POMFRET Accounts Payable

Page 1

Check Warrant Report # 277 Current Prior Next FY Invoices
 For checks For Check Acct 01(General Fund) 05/20/15 To 05/20/15

EDesMeules

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
1150	BLUE CROSS & BLUE SHIELD	JUN-2015 4 people-ins	4669.89	0.00	4669.89	9650	05/20/15
1180	BRITTON'S	94764 50# Cold Patch	166.90	0.00	166.90	9651	05/20/15
1272	CASELLA WASTE SERVICES	0173629 monthly trash	25.00	0.00	25.00	9652	05/20/15
1305	CITIZENS BANK MASTERCARD	MAY SOFTWARE town email cost	6.00	0.00	6.00	9653	05/20/15
1430	DEAD RIVER COMPANY	158 Teago-Gas, Apr 2015	35.81	0.00	35.81	9654	05/20/15
1430	DEAD RIVER COMPANY	46424 282.7 gals propane	517.06	0.00	517.06	9654	05/20/15
1430	DEAD RIVER COMPANY	82359 Teago FD-oil-Apr 2015	602.55	0.00	602.55	9654	05/20/15
1430	DEAD RIVER COMPANY	91777 Teago-LP-Jan-2015	48.41	0.00	48.41	9654	05/20/15
1595	FAIR POINT COMMUNICATIONS	MAY 3, 2015 April phone bills	426.06	0.00	426.06	9655	05/20/15
1755	GREEN MOUNTAIN POWER	4-29-TH Electricity-Apr-2015	345.53	0.00	345.53	9656	05/20/15
1910	IRVING OIL CORPORATION	352840 191.1 gals diesel	455.69	0.00	455.69	9657	05/20/15
1910	IRVING OIL CORPORATION	652397 249.6 gals diesel	585.29	0.00	585.29	9657	05/20/15
2380	PIKE INDUSTRIES, INC.	6321 43.21 tons 5"ledge st	648.15	0.00	648.15	9658	05/20/15
2380	PIKE INDUSTRIES, INC.	6328 22.22 ton 3/4" cr st	267.75	0.00	267.75	9658	05/20/15
2380	PIKE INDUSTRIES, INC.	797437 349.97 tons Crushed S	4217.12	0.00	4217.12	9658	05/20/15
2380	PIKE INDUSTRIES, INC.	798101 130 tons Crushed St	1566.50	0.00	1566.50	9658	05/20/15
2380	PIKE INDUSTRIES, INC.	798633 130.09 tons-3/4" stone	1567.59	0.00	1567.59	9658	05/20/15
2410	PORTLAND GLASS	376-345312 Tk 5 windshield	388.16	0.00	388.16	9659	05/20/15
2705	TDS LEASING INC.	01050696 Copier lease	94.25	0.00	94.25	9660	05/20/15
3320	WINDSOR COUNTY SHERIFF DEPT.	M65-7-14 33 hrs patrol svc	1551.00	0.00	1551.00	9661	05/20/15
3140	VT DEPT. OF TAXES	MAY 8 2015 State Withholding 1st Q	1915.11	0.00	1915.11	9662	05/20/15
Report Total			20,099.82	0.00	20,099.82		

Board of Selectmen

To the Treasurer of TOWN OF POMFRET, We Hereby certify
 that there is due to the several persons whose names are
 listed hereon the sum against each name and that there
 are good and sufficient vouchers supporting the payments
 aggregating \$ ****20,099.82
 Let this be your order for the payments of these amounts.

 Phil Dechert, Chair

 Michael Reese

 Eric Chase

05/18/15
11:48 am

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/20/15

Page 1 of 2
EDesMeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
1150	BLUE CROSS & BLUE SHIELD	JUN-2015	05/15/15	05/20/15	01 4 people-ins	4,669.89 ✓	0.00	0.00
		100-2-00-00-100.020	Health Ins Payable					
1180	BRITTON'S	94764	05/08/15	05/20/15	01 50# Cold Patch	166.90 ✓	0.00	0.00
		150-7-20-75-650.020	Cold Patch & Hot Mix					
✓ 1272	CASELLA WASTE SERVICES	0173629	05/15/15	05/20/15	01 monthly trash	25.00	0.00	0.00
		150-7-40-83-410.000	Garage Utilities					
✓ 1305	CITIZENS BANK MASTERCARD	MAY SOFTWARE	05/18/15	05/20/15	01 town email cost	6.00	0.00	0.00
		100-7-10-30-641.038	Office 365 software					
1430	DEAD RIVER COMPANY	158	05/06/15	05/20/15	01 Teago-Gas, Apr 2015	35.81 ✓	0.00	0.00
		100-7-30-40-610.002	EmergVehicle gasoline					
		46424	05/08/15	05/20/15	01 282.7 gals propane	517.06 ✓	0.00	0.00
		100-7-30-40-623.000	Propane Pomfret Fire Dept					
		82359	05/06/15	05/20/15	01 Teago FD-oil-Apr 2015	602.55 ✓	0.00	0.00
		100-7-30-40-624.000	Heating oil, Teago FD					
		91777	05/06/15	05/20/15	01 Teago-LP-Jan-2015	48.41 ✓	0.00	0.00
		100-7-30-40-623.005	Teago FD propane					
Total For DEAD RIVER COMPANY						1,203.83	0.00	0.00
1595	FAIR POINT COMMUNICATIONS	MAY 3, 2015	05/15/15	05/20/15	01 April phone bills			
		100-7-10-30-530.000	Telephone-Internet			109.61 ✓	0.00	0.00
		100-7-30-40-530.001	Pomfret FD phone: 3730			131.83 ✓	0.00	0.00
		100-7-30-40-530.003	Teago FD phone: 1125			112.66 ✓	0.00	0.00
		150-7-40-83-530.000	Telephone			71.96 ✓	0.00	0.00
Invoice MAY 3, 2015 Total						426.06	0.00	0.00
1755	GREEN MOUNTAIN POWER	4-29-TH	05/06/15	05/20/15	01 Electricity-Apr-2015			
		150-7-40-83-410.000	Garage Utilities			124.91 ✓	0.00	0.00
		100-7-10-30-622.000	Town Office Electricity			116.31 ✓	0.00	0.00
		100-7-10-65-622.000	Electricity, Town Hall			53.24 ✓	0.00	0.00
		100-7-20-35-430.005	Brick Bldg Exp			25.99 ✓	0.00	0.00
		100-7-30-40-530.015	Repeater expenses			25.08 ✓	0.00	0.00
Invoice 4-29-TH Total						345.53	0.00	0.00
1910	IRVING OIL CORPORATION	352840	05/15/15	05/20/15	01 191.1 gals diesel	455.69 ✓	0.00	0.00
		150-7-30-80-330.000	Diesel					
		652397	05/15/15	05/20/15	01 249.6 gals diesel	585.29 ✓	0.00	0.00
		150-7-30-80-330.000	Diesel					
Total For IRVING OIL CORPORATION						1,040.98	0.00	0.00

05/18/15
11:48 am

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 05/20/15

Page 2 of 2
EDesMeules

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2380	PIKE INDUSTRIES, INC.	6321	05/18/15	05/20/15	01 43.21 tons 5"ledge st	648.15 ✓	0.00	0.00
		150-7-20-75-650.010	Crushed Stone					
		6328	05/18/15	05/20/15	01 22.22 ton 3/4" cr st	267.75 ✓	0.00	0.00
		150-7-20-75-650.010	Crushed Stone					
		797437	05/08/15	05/20/15	01 349.97 tons Crushed S	4,217.12 ✓	0.00	0.00
		150-7-20-75-650.010	Crushed Stone					
		798101	05/08/15	05/20/15	01 130 tons Crushed St	1,566.50 ✓	0.00	0.00
		150-7-20-75-650.010	Crushed Stone					
		798633	05/15/15	05/20/15	01 130.09 tons-3/4" stone	1,567.59 ✓	0.00	0.00
		150-7-20-75-650.010	Crushed Stone					
Total For PIKE INDUSTRIES, INC.						8,267.11	0.00	0.00
2410	PORTLAND GLASS	376-345312	05/15/15	05/20/15	01 Tk 5 windshield	388.16 ✓	0.00	0.00
		150-7-35-05-674.020	Truck 5, repairs					
2705	TDS LEASING INC.	01050696	05/15/15	05/20/15	01 Copier lease	94.25 ✓	0.00	0.00
		100-7-10-30-740.000	Other New Equip/Copier le					
3140	VT DEPT. OF TAXES	MAY 8 2015	05/18/15	05/20/15	01 State Withholding 1st Q	1,915.11 ✓	0.00	0.00
		100-2-00-00-100.005	SWT Payable					
3320	WINDSOR COUNTY SHERIFF DE	M65-7-14	05/15/15	05/20/15	01 33 hrs patrol svc	1,551.00 ✓	0.00	0.00
		100-7-30-40-525.000	Sheriff's Patrol					
Report Grand Total						20,099.82	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
100	10,014.80	0.00
150	10,085.02	0.00
	20,099.82	0.00



RECEIVED
5/13/2015

State of Vermont – Highways Division
Asset Management & Performance Bureau
Bridge Inspection Section
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-2621
[fax] 802-828-3566
[ttd] 800-253-0191

828-8091

April 28, 2015

RE: Calendar Year 2014 Bridge Inspection Summary Reports

Dear Community Official:

As required by the Federal Surface Transportation Act of 1978, all bridges exceeding 20 feet in span length are inspected on a 24 month cycle. A two-member team performs these inspections, with at least one member specially trained for this work. The Agency of Transportation provides these inspections as a service to the municipalities with the cost split between the Federal government (80%) and the State (20%).

Enclosed are the bridge inspection report summaries for structures located in your community which were inspected in calendar year 2014.

In an effort to reduce cost and resources, this will be the last year these reports will be printed and mailed. VTrans has expanded its website and, along with state-owned bridges, the inspection summary reports for locally-owned and maintained bridges inspected are now available electronically. For all structures on public highways, the latest bridge inspection report is available for public viewing, saving, and printing under the Agency's VTransparency website application. <http://vtransparency.vermont.gov/>

With over 1,500 structures inspected statewide annually, the intent of these inspection summary reports is to provide an inventory of and information on general structural condition and areas of need and not to offer a detailed engineering review or an assessment regarding prioritization, preventative maintenance needs, or specific recommendations on addressing deficiencies.

Each report represents a locally-owned and maintained structure. It is recommended that these reports be shared with those individuals responsible for upkeep of the structures as failure to address or remediate problems areas may result in additional damage or deterioration compromising public safety or substantially reducing the service life of the structure.

Please do not hesitate to contact your local District Transportation Administrator or this office with any questions or concerns regarding the content of these summary reports.

Sincerely,

Pamela M. Thurber

Pamela M. Thurber, P.E.
Bridge Inspection & Budget Program Manager

PMT: pmt



STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for POMFRET

bridge no.: 00015

District: 4

Located on: TR 01 FAS 1 over MILL BROOK

approx. 1.6 MI W VT.14

Owner: 03 TOWN-OWNED

CONDITION

Deck Rating: 8 VERY GOOD
Superstructure Rating: 8 VERY GOOD
Substructure Rating: 7 GOOD
Channel Rating: 7 GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 200166001514132
Federal Sufficiency Rating (April 2015): 098.8
Deficiency Status of Structure (April 2015): ND

AGE and SERVICE

Year Built: 1983 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 23
ADT: 000710 % Truck ADT: 06
Year of ADT: 1995

GEOMETRIC DATA

Length of Maximum Span (ft): 0040
Structure Length (ft): 000042
Lt Curb/Sidewalk Width (ft): 0.5
Rt Curb/Sidewalk Width (ft): 0.5
Bridge Rdwy Width Curb-to-Curb (ft): 34
Deck Width Out-to-Out (ft): 35.4
Appr. Roadway Width (ft): 034
Skew: 45
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY
OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: CONCRETE SLAB
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 1 CONCRETE
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane: 9 TAR EMULSION
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail: 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: 6 EQUAL TO MINIMUM CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 1 H 10

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 062014 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

06/27/2014 - Slab is in good condition. ~ MJ/JS
4/23/2014 Structure is in good condition. JWW/JDM
5/30/12 No maintenance is needed at this time. JWW
05/18/10 No repairs suggested at this time of inspection. PLB
STRUCTURE IS IN GOOD CONDITION. 5 / 20 / 08 DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for POMFRET

bridge no.: 00016

District: 4

Located on: TR 01 FAS 1 over MILL BROOK

approx. 2.6 MI W JCT. VT.14

Owner: 03 TOWN-OWNED

CONDITION

Deck Rating: 6 SATISFACTORY

Superstructure Rating: 6 SATISFACTORY

Substructure Rating: 5 FAIR

Channel Rating: 4 POOR

Culvert Rating: N NOT APPLICABLE

Federal Str. Number: 200166001614132

Federal Sufficiency Rating (April 2015): 083.9

Deficiency Status of Structure (April 2015): ND

STRUCTURE TYPE and MATERIALS

Bridge Type: CONCRETE SLAB

Number of Approach Spans: 0000

Number of Main Spans: 001

Kind of Material and/or Design: 1 CONCRETE

Deck Structure Type: 1 CONCRETE CIP

Type of Wearing Surface: 6 BITUMINOUS

Type of Membrane: 8 UNKNOWN

Deck Protection: 0 NONE

AGE and SERVICE

Year Built: 1919 Year Reconstructed: 1976

Service On: 1 HIGHWAY

Service Under: 5 WATERWAY

Lanes On the Structure: 02

Lanes Under the Structure: 00

Bypass, Detour Length (miles): 23

ADT: 000520 % Truck ADT: 06

Year of ADT: 1995

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD

Transitions: 0 DOES NOT MEET CURRENT STANDARD

Approach Guardrail: 0 DOES NOT MEET CURRENT STANDARD

Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD

Structural Evaluation: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA

Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA

Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 6 OCCASIONAL OVERTOPPING OF ROADWAY WITH INSIGNIFICANT TRAFFIC DELAYS

Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 3 SCOUR CRITICAL

GEOMETRIC DATA

Length of Maximum Span (ft): 0022

Structure Length (ft): 000030

Lt Curb/Sidewalk Width (ft): 0.7

Rt Curb/Sidewalk Width (ft): 0.7

Bridge Rdwy Width Curb-to-Curb (ft): 28

Deck Width Out-to-Out (ft): 28.6

Appr. Roadway Width (ft): 025

Skew: 40

Bridge Median: 0 NO MEDIAN

Min Vertical Clr Over (ft): 99 FT 99 IN

Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD

Min Vertical Underclr (ft): 00 FT 00 IN

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)

Posting Status: A OPEN, NO RESTRICTION

Bridge Posting: 5 NO POSTING REQUIRED

Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED

Posted Vehicle: POSTING NOT REQUIRED

Posted Weight (tons):

Design Load: 1 H 10

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 062014 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

06/27/2014 - * Approximately half of abutment #2 (south) is undermined with a void ~ 18' long starting at below centerline of roadway and extending downstream to the end of the footing. The void is rather shallow at just a couple of inches deep to ~ 8" deep, but extends in as much as 7' in some spots and at least 4' along the majority. The abutment will settle forward if the undermining is not repaired. ~ MJ/JS

4/23/2014 Structure is in good to fair condition. The channel is restricted heavily due to added footings, increasing channel flow. Channel inspection was limited due to high water levels. Previous inspections indicate undermining along the center of the abutment 2 footing, this was found by probing due to sediment build up. JWW/JDM

5/30/12 No maintenance is needed at this time. JWW

05/18/10 Anti-scour protection is needed along the stream bed under the bridge span area. PLB

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for POMFRET

bridge no.: 00017

District: 4

Located on: TR 01 FAS 1 over MILL BROOK

approx. 3.3 MI W JCT. VT.14

Owner: 03 TOWN-OWNED

CONDITION

Deck Rating: 8 VERY GOOD
Superstructure Rating: 7 GOOD
Substructure Rating: 7 GOOD
Channel Rating: 7 GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 200166001714132
Federal Sufficiency Rating (April 2015): 095
Deficiency Status of Structure (April 2015): ND

AGE and SERVICE

Year Built: 1948 Year Reconstructed: 1996
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 23
ADT: 000520 % Truck ADT: 06
Year of ADT: 1995

GEOMETRIC DATA

Length of Maximum Span (ft): 0052
Structure Length (ft): 000054
Lt Curb/Sidewalk Width (ft): 0
Rt Curb/Sidewalk Width (ft): 0
Bridge Rdwy Width Curb-to-Curb (ft): 26.5
Deck Width Out-to-Out (ft): 27.6
Appr. Roadway Width (ft): 022
Skew: 15
Bridge Median: 0 NO MEDIAN
Min Vertical Ctr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY
OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: ROLLED BEAM
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane: 2 PREFORMED FABRIC
Deck Protection: 1 EPOXY COATED REBAR

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail: 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY

Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 7 CORRECTIVE COUNTERMEASURES IN PLACE

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 2 H 15

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 062014 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

06/27/2014 - Bridge is in good condition. Consider cleaning, painting and greasing the last few feet of the beam ends (fascia beams especially) to deter corrosion. Wing walls could use some minor concrete patch repair to correct some scaling issues. Northeast end of the bridge rail could use some fill placement around it to support the end post which is not embedded in the ground. ~ MJ/JS

4/23/14 Structure is in good condition. JWW/JDM

5/30/12 No maintenance is needed at this time. JWW

05/18/10 No repairs suggested at this time of inspection. PLB

THIS STRUCTURE IS IN GOOD CONDITION. 5 / 20 / 08 DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for POMFRET

bridge no.: 00012

District: 4

Located on: C2002 over BARNARD BROOK

approx. 1.0 MI JCT TH 2 + TH 1

Owner: 03 TOWN-OWNED

CONDITION

Deck Rating: N NOT APPLICABLE
Superstructure Rating: N NOT APPLICABLE
Substructure Rating: N NOT APPLICABLE
Channel Rating: 6 SATISFACTORY
Culvert Rating: 7 GOOD
Federal Str. Number: 101413001214131
Federal Sufficiency Rating (April 2015): 096.7
Deficiency Status of Structure (April 2015): ND

STRUCTURE TYPE and MATERIALS

Bridge Type: CGMPA
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: N NOT APPLICABLE
Type of Wearing Surface: N NOT APPLICABLE
Type of Membrane: N NOT APPLICABLE
Deck Protection: N NOT APPLICABLE

AGE and SERVICE

Year Built: 1958 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 11
ADT: 000400 % Truck ADT: 02
Year of ADT: 2008

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: N NOT APPLICABLE
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 3 SCOUR CRITICAL

GEOMETRIC DATA

Length of Maximum Span (ft): 0021
Structure Length (ft): 000021
Lt Curb/Sidewalk Width (ft): 0
Rt Curb/Sidewalk Width (ft): 0
Bridge Rdwy Width Curb-to-Curb (ft): 0
Deck Width Out-to-Out (ft): 0
Appr. Roadway Width (ft): 025
Skew: 45
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 5 NO RATING ANALYSIS PERFORMED
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 4 H 20

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 082014 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

8/14/2014 Structure is in good condition. JWW/JDM
07/23/2014 - Arch is in fairly good condition. Consider the installation of a guard rail system along the roadway. ~ MJ/JS
07/12/2012 No repairs suggested at this time of inspection. PLB
07/08/10 No repairs suggested at this time of inspection. PLB
5/20/08 This structure is in satisfactory to good condition. The gravel bar on the north footing is causing some scour on the south footing and could lead to some undermining in the near future. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for POMFRET

bridge no.: 00013

District: 4

Located on: C2002

over BARNARD BROOK

approx. 0.5 MI JCT TH 2 + TH 1

Owner: 03 TOWN-OWNED

CONDITION

Deck Rating: 6 SATISFACTORY

Superstructure Rating: 6 SATISFACTORY

Substructure Rating: 7 GOOD

Channel Rating: 6 SATISFACTORY

Culvert Rating: N NOT APPLICABLE

Federal Str. Number: 101413001314131

Federal Sufficiency Rating (April 2015): 095.7

Deficiency Status of Structure (April 2015): ND

AGE and SERVICE

Year Built: 1972 Year Reconstructed: 0000

Service On: 1 HIGHWAY

Service Under: 5 WATERWAY

Lanes On the Structure: 02

Lanes Under the Structure: 00

Bypass, Detour Length (miles): 11

ADT: 000300 % Truck ADT: 02

Year of ADT: 2008

GEOMETRIC DATA

Length of Maximum Span (ft): 0021

Structure Length (ft): 000023

Lt Curb/Sidewalk Width (ft): 0

Rt Curb/Sidewalk Width (ft): 0

Bridge Rdwy Width Curb-to-Curb (ft): 30.6

Deck Width Out-to-Out (ft): 31.3

Appr. Roadway Width (ft): 027

Skew: 00

Bridge Median: 0 NO MEDIAN

Min Vertical Clr Over (ft): 99 FT 99 IN

Feature Under: FEATURE NOT A HIGHWAY
OR RAILROAD

Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: CONCRETE SLAB

Number of Approach Spans: 0000

Number of Main Spans: 001

Kind of Material and/or Design: 1 CONCRETE

Deck Structure Type: 1 CONCRETE CIP

Type of Wearing Surface: 6 BITUMINOUS

Type of Membrane: 2 PREFORMED FABRIC

Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD

Transitions: 0 DOES NOT MEET CURRENT STANDARD

Approach Guardrail: 0 DOES NOT MEET CURRENT STANDARD

Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD

Structural Evaluation: 6 EQUAL TO MINIMUM CRITERIA

Deck Geometry: 6 EQUAL TO MINIMUM CRITERIA

Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 5 OCCASIONAL OVERTOPPING OF BRIDGE &
ROADWAY WITH SIGNIFICANT TRAFFIC DELAYS

Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 3 SCOUR CRITICAL

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)

Posting Status: A OPEN, NO RESTRICTION

Bridge Posting: 5 NO POSTING REQUIRED

Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED

Posted Vehicle: POSTING NOT REQUIRED

Posted Weight (tons):

Design Load: 5 HS 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:

Insp. Date: 082014

Insp. Freq. (months) 24

X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

8/14/2014 Structure is in good to satisfactory condition. Approach rails should be installed. JWW/JDM

07/23/2014 - Slab is in fairly good shape. Rail system could use updating to standard steel beam with adequate approach rail. ~ MJ/JS

7/12/12 Scour protection should be added along abutment 2 and the aggradation along the right side should be removed to allow the channel to run under the center of the span. JWW

07/08/10 Anti-scour protection is needed along the stemwall of abutment No.2. Bridgepost No.2 on the right side is in need of repairs. PLB

05/20/08 The structure is in good to fair condition. There is some fairly deep scour along abutment #2 and the town should monitor this area after high water for any undermining. DCP



State of Vermont
Agency of Transportation
Finance & Administration
Contract Administration
One National Life Drive
Montpelier, VT 05633-5001

[phone] 802-828-2641

[fax] 802-828-5545

<http://vtranscontracts.vermont.gov/>

April 21, 2015

Becky Fielder, Clerk
Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

RE: STATEWIDE HES GARD(2)

Dear Ms. Fielder:

Enclosed, please find the Maintenance Agreement for the above referenced project.

We respectfully request that you have the Agreement signed by the proper authorities and witnessed where required.

Please do not date page one of the Agreement. This will be accomplished by our office after the Agreement has been signed by the Secretary of Transportation.

Once the Agreement is fully executed a copy shall be returned to you for your records.

Should you have any questions or concerns, please contact me at 802-828-2643.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Winter".

Jon Winter
Special Agreements Administrator

Enclosure



**MAINTENANCE AGREEMENT
BETWEEN
STATE OF VERMONT
AGENCY OF TRANSPORTATION
AND
TOWN OF POMFRET
FOR
STATEWIDE HES GARD(2)
EA/SUBJOB 5100013/100/200/300**

THIS AGREEMENT, made this ____ day of _____, 20____, between the State of Vermont, acting through its Agency of Transportation, with its principal office at 1 National Drive, Montpelier, Vermont 05633-5001 (the "STATE") and the Town of Pomfret, with its principal office at 5218 Pomfret Road, North Pomfret, VT 05053 (the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the STATE has programmed a highway project ("the PROJECT") identified as **STATEWIDE HES GARD(2)** which shall provide certain highway improvements to an infrastructure of the MUNICIPALITY described as follows:

Project Location: Located in the County of Windsor, beginning at a point in the Town of Pomfret, on VT. Route 12 at MM 0.240 and extending onto Pomfret TH-8, Wayside Rd.

Project Description: Work to be performed under this project includes removal and replacement of the existing weathered guardrail with galvanized steel beam guardrail, the replacement of bridge rail and related items, the installation of five experimental end terminals and other highway related items;

WHEREAS, the MUNICIPALITY desires the improvements to the roadway as described above; and

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. State/Municipal Cooperation. The Work will be done by contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project.

2. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE or the STATE's authorized representative the following:

- a. Temporary entry onto the right-of-way of municipal highways in the Project area;
- b. Use of municipal highways for trucking and hauling, as may be required; and
- c. Authority to sign the Project construction site as necessary to provide information and warning to the public.

3. Allocation of State and Federal Funds to Project. All Project costs except those which are non-participating shall be paid with one hundred percent (100%) federal funds. For purposes of this Agreement:

- a. "Participating project cost" means items which the STATE and the Federal Highway Administration find necessary to accomplish the purpose of the Project and for which they will participate in funding.
- b. "Non-participating project cost" means items which the STATE and the Federal Highway Administration find unnecessary to accomplish the purpose of the Project, as well as items for which the STATE and the Federal Highway Administration were not responsible – *e.g.*, clean-up of pre-existing hazardous material contamination within the right-of-way of a town highway.

Determination of participation will be on the basis of the STATE's and the Federal Highway Administration's evaluation of items as they are presented.

4. Maintenance of Project Improvements. The MUNICIPALITY agrees that if the safety equipment is approved, constructed, and accepted by the STATE, then the MUNICIPALITY will maintain the said equipment in a manner satisfactory to the Agency of Transportation or its authorized representatives and make ample provisions each year for such maintenance. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges, and trails).

5. Right of Way Certification. The STATE shall provide certification that all improvements to be installed in the Town Highway portion of the project are within the highway right of way.

6. Traffic Control; Detours. During construction of the Project, the STATE shall be responsible for the maintenance of traffic. If the Project route is closed to through traffic, the STATE will be responsible for selecting, signing, and maintaining a detour route at no cost to the MUNICIPALITY. This shall be accomplished in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

7. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine, all as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont Agency of Transportation's Standard Specifications for Construction, as well as special provisions that may be included in the Project's proposal form and contract agreement.

8. Cancellation or Default by the State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

9. Cancellation or Default by Municipality. If at any time prior to award of a construction contract, the MUNICIPALITY no longer desires the Project, then the Project may be canceled subject to payment by the MUNICIPALITY to the STATE for one hundred percent (100%) of all costs incurred to the date of the request.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

11. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Permits and Approvals; Compliance with Conditions. The MUNICIPALITY authorizes the STATE to apply for permits and approvals needed for the Project. The MUNICIPALITY further agrees to comply with permit and approval conditions. Unless otherwise agreed by the STATE and the MUNICIPALITY, the permits will be procured by the STATE.

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed this _____ day of _____, 20____, by its Susan M. Minter [Christopher J. Cole], its [Deputy] Secretary of Transportation and duly authorized agent.

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

By: _____
Susan M. Minter [Christopher J. Cole],
Its [Deputy] Secretary of Transportation
and Duly Authorized Agent

STATE OF VERMONT)
WASHINGTON COUNTY, ss.)

At Montpelier, this ____ day of _____, 20____, personally appeared Susan M. Minter [Christopher J. Cole], its [Deputy] Secretary of Transportation and duly authorized agent of the State of Vermont, and acknowledged the foregoing instrument by her [him] signed to be her [his] free act and deed and the free act and deed of the State of Vermont.

Before me,

Notary Public
(My commission expires February 10, 2019)

APPROVED AS TO FORM:

DATED: 4-17-2015



ASSISTANT ATTORNEY GENERAL

IN WITNESS WHEREOF, the TOWN OF POMFRET has caused its name to be
subscribed this ____ day of _____, 20__, by _____

_____,
[the members of its legislative body and duly authorized agents] [its Town Manager and duly
authorized agent].

TOWN OF POMFRET

By: _____

Signature(s) of Its Duly Authorized Agent(s)

STATE OF VERMONT)
WINDSOR COUNTY, ss.)

At _____, this ____ day of _____,
20__, personally appeared _____

and acknowledged the foregoing instrument, by him/her/them as duly authorized agent(s) of the
TOWN OF POMFRET subscribed, to be his/her/their free act and deed and the free act and deed
of the TOWN OF POMFRET.

Before me,

Notary Public
(My commission expires February 10, 2019)

PURCHASING POLICY

Town of Pomfret

- 1. PURPOSE.** The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Pomfret at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.
- 2. PURCHASE AUTHORIZATION.** No purchases over \$2,500.00 shall be made by any Town officer or employee without prior approval of the selectboard. When making any purchase not subject to the bid process described below, officers and employees must solicit quotes from at least two vendors unless the selectboard has approved a sole source vendor. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.
- 3. BID PROCESS.** All purchases of \$25,000.00 or more shall be subject to a bid process. The bid process shall be initiated by the issuance of a request for bids prepared by the selectboard. Notice of the request for bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Town, and advertisements placed in a newspaper of general circulation in the region.
- 4. BID SPECIFICATIONS.** Bid specifications shall include:

 - A. Bid name.
 - B. Bid submission deadline.
 - C. Date, location, and time of bid opening.
 - D. Specifications for the project or services including quantity, design, and performance features.
 - E. Bond and/or insurance requirements.
 - F. Any special requirements unique to the purchase.
 - G. Delivery or completion date.

Once a request for bids has been issued, the bid specifications will be available for inspection at the Town office.

- 5. BID SUBMISSION.** All bids must be submitted in sealed envelopes, addressed to the Town in care of the selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

6. **BID OPENING.** Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the selectboard. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required.

7. **CRITERIA FOR BID SELECTION.** In evaluating bids, the selectboard will consider the following criteria:

- A. Price.
- B. Bidder's ability to perform within the specified time limits.
- C. Bidder's experience and reputation, including past performance for the Town.
- D. Quality of the materials and services specified in the bid.
- E. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
- F. Bidder's financial responsibility.
- G. Bidder's availability to provide future service, maintenance, and support.
- H. Nature and size of bidder.
- I. Any other factors that the selectboard determines are relevant and appropriate in connection with a given project or service.

The selectboard reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The selectboard reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

8. **CHANGE ORDERS.** If specification changes are made prior to the close of the bid process, the Request For Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town must sign the change order.

9. **EXCEPTIONS**

- A. **Sole Source Purchases.** If the selectboard determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source.
- B. **Recurring Purchases.** If the total value of a recurring purchase of a good or service is anticipated to exceed \$25,000.00 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the selectboard votes to initiate a new bid process.

- C. Emergency Purchases.** The selectboard may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.
- D. Professional Services.** The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, engineering, risk management, and insurance services.
- E.** The Selectboard may waive any and all purchasing requirements set forth herein as it may deem to be in the best interest of the Town. Examples of situations whereby the Selectboard encourages Department Heads to seek waivers are: use of Vermont State Purchasing Department procurements, “piggy-backs” onto bid awards issued by other government agencies and instances where significant discounts may be obtained by prompt action.

The foregoing Policy is hereby adopted by the selectboard of the Town of Pomfret, Vermont, this 2nd day of April, 2014 and is effective as of this date until amended or repealed. This policy was amended on May 7, 2014 to add Section 9.E.

MEMORANDUM

TO: Pomfret Selectboard
Phil Dechert, Chair
Michael Reese, Clerk
Eric Chase

FROM: Pomfret Auditors
Laura Kent
Nancy Matthews
JoAnn Webb

RE: Fire Truck Purchase

DATE: May 11, 2015

From the Vermont League of Cities and Towns *Handbook for Locally Elected Auditors*:

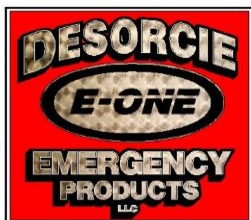
CHAPTER 1 THE AUDITOR'S ROLE: The town auditor plays a vital role in preserving the democratic nature of Vermont's local government by ensuring that local officials are accountable for their expenditures of the taxpayers' money. (p. 5)

There are significant benefits to be gained by towns when local auditors consider the audit function to also include the following...To determine if public officials who are responsible for the town's financial resources are upholding their duties in a responsible manner. (p. 15)

In view of the planned purchase of a new fire truck, as authorized by the voters at the March Town Meeting, the auditors strongly encourage the Selectboard to review and abide by Pomfret's official Purchasing Policy, which indicates that multiple bids are required for purchases over \$25,000.

We commend Chief Rice for starting the process by soliciting the current bid before the Selectboard. As the Selectboard is ultimately responsible for this very significant purchase, we encourage you to seek additional bids for the purchase of an equivalent fire truck. Soliciting multiple bids for significant purchases is a cornerstone of "best practices."

The Selectboard is responsible for the financial management of Pomfret. To execute this duty to the highest standard, and to maintain public trust, the auditors strongly recommend that the Selectboard closely adhere to the official policies of the Town.



DESORCIE EMERGENCY PRODUCTS, LLC.

183 Bingham Shore Road
St. Albans, VT 05478
Phone (802) 527-2216
Fax (802) 527-3969
e-mail desorcieemergency@comcast.net

FIRE APPARATUS CONTRACT

DATE _____, 2015

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN DESORCIE EMERGENCY PRODUCTS, LLC. - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY",

AND: Town of Pomfret _____

ADDRESS 5218 Pomfret Road North Pomfret, VT 05053 _____

BY ITS AUTHORIZED REPRESENTATIVES-PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY'S SPECIFICATIONS AND THE BUYER'S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY'S SPECIFICATIONS SHALL APPLY.
2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY WITHIN APPROXIMATELY 180 DAYS AFTER CHASSIS ACCEPTANCE & PURCHASE ORDER AND THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY'S OFFICE IN ST. ALBANS, VT. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY, COMMERCIAL CHASSIS AVAILABILITY & ACCEPTANCE, AND OTHER CAUSES BEYOND THE COMPANY'S CONTROL. VEHICLE AND EQUIPMENT SHALL BE ACCEPTED BY THE BUYER **F.O.B, Pomfret, VT**, INCLUDING ALL APPLICABLE FEDERAL AND STATE TAXES. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX EXEMPT CERTIFICATE(S).
3. FULL ACCEPTANCE INSPECTION MAY BE PERFORMED AT THE BUYER'S LOCATION. SUCH INSPECTION SHALL BE MADE UPON ARRIVAL AT THE DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF NO SUCH INSPECTION IS MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.
4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. ANY LOOSE EQUIPMENT ADDED OR CHANGES MADE TO THE VEHICLE AFTER EXECUTION OF THIS CONTRACT SHALL BE INVOICED SEPARATELY AND DUE AT THE TIME OF DELIVERY.
5. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF DESORCIE EMERGENCY PRODUCTS, LLC., BY AN OFFICER OF THE COMPANY. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A

VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.

6. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
7. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY ANY MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
8. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR, ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
9. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.
10. DELIVERY INSTRUCTIONS SHALL BE GIVEN IN ACCORDANCE WITH A MUTUALLY AGREEABLE SCHEDULE. TRANSFER OF OWNERSHIP SHALL TAKE PLACE BEFORE DELIVERY INSTRUCTIONS BEGIN. THE BUYER AGREES THAT FIRE FIGHTERS PARTICIPATING IN DELIVERY INSTRUCTIONS MUST BE FAMILIAR WITH BASIC FIRE APPARATUS OPERATING PRINCIPLES. DRIVER TRAINING SHALL BE THE RESPONSIBILITY OF THE BUYER. BUYER HEREBY ACKNOWLEDGES THAT THE COMPANY HIGHLY RECOMMENDS THAT ALL INDIVIDUALS WHO WILL BE OPERATING THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT ATTEND APPROPRIATE TRAINING PROGRAMS TO ACQUIRE THE SKILLS ONE WOULD ACQUIRE IN FIREFIGHTER TRAINING SCHOOL AND/OR PROFESSIONAL DRIVER TRAINING SCHOOL. BUYER HEREBY ACKNOWLEDGES THAT DELIVERY INSTRUCTIONS ARE ONLY TO DEMONSTRATE THE FEATURES AND COMPONENTS OF THE EQUIPMENT PURCHASED HEREUNDER AND FAMILIARIZE BUYER'S PERSONNEL WITH THE PROPER USE AND OPERATION THEREOF. THE COMPANY FURTHER RECOMMENDS TO THE BUYER (1) THAT AS NEW PERSONNEL ARE ASSIGNED TO THE EQUIPMENT PURCHASED HEREUNDER TRAINING SESSIONS BE SCHEDULED FOR SUCH NEW PERSONNEL; AND (2) THAT REFRESHER TRAINING SESSIONS FOR ALL PERSONNEL OPERATING THE PURCHASED EQUIPMENT BE SCHEDULED AT LEAST ON A YEARLY BASIS FROM THE DATE OF DELIVERY.
11. IN THE EVENT AN ORDER IS CANCELLED BEFORE CONSTRUCTION HAS STARTED, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, CANCELLATION CHARGE SHALL BE 1% PLUS THE ACTUAL COST FOR WORK DONE TO DATE, AS DETERMINED BY THE COMPANY.

12. THE VEHICLE BEING PURCHASED SHALL COMPLY TO NFPA 1901 STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.
13. ALL THREADS PROVIDED ON THE VEHICLE OR ON SUPPLIED EQUIPMENT SHALL BE NST, UNLESS NOTED TO THE CONTRARY.
14. THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.
15. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

_____ **Three Hundred Forty-Six Thousand Four Hundred Thirty Dollars** _____

\$ 346,430

IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS _____ DAY OF _____, 2015.

BUYER'S REGISTERED NAME:

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

BY: _____

TITLE: _____

DATE: _____

DESORCIE EMERGENCY PRODUCTS, LLC.
183 BINGHAM SHORE
SAINT ALBANS, VT 05478

BY: _____

TITLE: _____

DATE: _____

From: Vicky Abare [mailto:vabare@vlct.org]
Sent: Monday, May 18, 2015 10:16 AM
To: clerk@pomfretvt.us
Subject: Rental of Municipal Facilities

Hi Becky,

When renting out facilities to others, we recommend two things: 1) A facility Use Agreement 2) Proof of Liability Insurance from the renter for the event and naming the Town as additional insured.

In public places, in the absence of any municipal ordinances in place, state liquor laws allow BYOB (only the person who brings the alcohol can drink it- no sharing) OR that alcohol be served by a licensed caterer. You can verify this with a legal expert, however, since I'm not a lawyer. You mentioned that the caterer for the wedding will be providing the alcohol and proof of liquor liability insurance, however we recommend that the renter also carries liability insurance. That's where the TULIP would come in. More info on the TULIP, below...

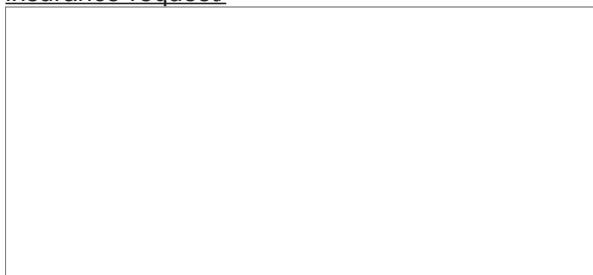
I have attached some model facility use agreements that address alcohol consumption on town property for outside groups that rent/use the facilities. The agreements were drafted by a former PACIF attorney so feel free to use them, although you may want to work with your municipal attorney to draft one for any special needs.

Here is the link to obtain a quote for the TULIP. <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>
This is a short term liability policy that outside organizations/individuals can purchase who do not have insurance but want to use the facilities. The TULIP will automatically add the Town as an additional insured. A local agent can procure short term liability coverage as well, but if the renter obtains their own coverage, request that they include the Town as an additional insured. For more information on the TULIP, please visit our website and search 'TULIP'.

Please let me know if you have any other questions.

Vicky

Vicky Abare
Underwriter
Vermont League of Cities & Towns
89 Main Street, Suite 4, Montpelier, VT 05602
Phone: (800) 649-7915, ext. 1941 Fax: [\(802\) 229-2211](tel:8022292211)
Email: Vabare@vlct.org Web: www.vlct.org
Link to Vehicle Change Request Form: <https://www.vlct.org/rms/claim-reporting-and-insurance-forms/vehicle-insurance-request/>



Town of Pomfret

5218 Pomfret Road
No. Pomfret, VT 05053
802-457-3861

TOWN HALL RENTAL AGREEMENT

This Rental Agreement, dated _____, 20____ by and between the Town of Pomfret and _____ (the Renter). The Renter will use the Town Hall for the following event _____

DATE/S: _____ TIME/S: _____

The Renter will pay the Town a rental fee of \$_____ at the signing of the Rental Agreement.

The terms of the agreement between the Town of Pomfret and the Renter/s are as follows:

1. **INSURANCE:** Renter will procure and maintain at their sole cost and expense, comprehensive general liability insurance in which the Town of Pomfret is an additional insured party with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
2. **SMOKING:** Smoking is prohibited in the Town Hall.
3. **ALCOHOL:** Alcohol is prohibited in the Town Hall or about the premises.
4. There are to be no nails, tacks or staples driven into the woodwork or plaster. Scotch tape is not to be applied to the plaster, woodwork or any lighting fixture. Paper products are not to be attached to lighting fixtures. Wax is not to be applied to the floor.
5. Light bulbs may not be removed for any reason other than replacement of a bulb of the same wattage. Electrical cords may be plugged into proper electrical outlets only.
6. The Town Hall must be left in a clean condition, and accumulated rubbish and/or garbage must be removed from the premises. Mops and cleaning materials must be furnished by the Renter. Floors must be swept then damp-mopped.
7. **INDEMNIFICATION AND HOLD-HARMLESS:** Renter agrees to indemnify and hold the Town, officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Town Hall by Renter and Renter's guest, agents, or employees.

8. CONFORMANCE WITH THE LAW: Renter agrees that Renter will abide by and conduct their affairs in accordance with the Town of Pomfret's Town Hall Rental Agreement and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption. Renter shall not engage in or allow any illegal activity to occur at the Town Hall.

9. FEES: Parties, weddings, etc. (1 or more days)	\$150.00
1 – 3 Hours with use of Electric Stove & Refrigerator	\$ 75.00
1 – 3 Hours with use of Gas Stove & Refrigerator	\$100.00
1 – 3 Hours with <u>NO</u> use of the Kitchen	\$ 50.00

NOTE: If you are interested in using the Town Hall for more than 3 hours, please call for the price.

(RENTER)

(RENTER)

AUTHORIZED AGENT
TOWN OF POMFRET

DATE: _____



89 Main Street, Suite 4
Montpelier, Vermont
05602-2948

Tel.: (802) 229-9111
Fax: (802) 229-2211

e-mail:
info@vlct.org

web:
www.vlct.org

MEMORANDUM

To: Selectboard Members, Town Managers, Municipal Officials
From: Jim Barlow, Acting Director and Senior Staff Attorney
Date: April 1, 2008
RE: Model Facility Rental Agreements
Model Facility Use Policy

The Vermont League of Cities and Towns has drafted two basic Model Facility Rental Agreements and a Facility Use Policy to assist those municipalities seeking to rent their town halls, parks, and other public facilities for private events.

Both models set out the essential provisions of a simple facility rental agreement and describe a basic set of obligations for the renter. Model One provides for rental of a municipal facility on a per-event basis and might be used, for example, to rent a town hall for a wedding or social gathering. Model Two provides for periodic rental of a municipal facility by a person or group. It might be used, for example, to rent a meeting room to a community group. The Model Facility Use Policy provides an example for prioritizing uses and addresses common issues faced by municipalities in making their facilities available to the public.

Municipalities should ensure that their facilities are available to all qualified users on equal terms without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or other status covered by applicable state or federal laws or regulations. In this regard, municipalities should not discriminate against users of the facilities based on the users' particular viewpoint. Likewise, while municipalities cannot promote religion, they must make their facilities available to religious organizations on the same terms and conditions as such facilities are made available to non-religious organizations.

We believe these basic models should be reasonably easy for Vermont municipalities to adapt to their particular needs. Nevertheless, we encourage you to give careful consideration to each element of the models in light of your community's expectations. It should be remembered that a model is a starting point, not a final product. We recommend that you have your municipal attorney review any rental agreement before it is adopted.

Sponsor of:

VLCT Health Trust, Inc.

VLCT Municipal Assistance
Center

VLCT Property and Casualty
Intermunicipal Fund, Inc.

VLCT Unemployment
Insurance Trust, Inc.

MODEL ONE

TOWN of _____, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement, dated _____, 20__ by and between the Town of _____ (the Town), and _____ [insert name] _____, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The Town rents to Renter the _____ in _____, Vermont (the Facility) for the Event described below.
2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).
4. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$_____ at the signing of this Rental Agreement.
5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests.
6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.
7. SMOKING. Smoking is prohibited in the Facility.
8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of _____ is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the Town will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the Town will return the security deposit to Renter by first class mail within seven days. If Renter and guests *have* caused damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
10. ALCOHOL. If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:

A. An additional security deposit of \$_____ is due at the signing of this Rental Agreement.

B. If Renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of _____ is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of such insurance prior to the Event.

C. If Renter will contract with a caterer or other third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.

D. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with the prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.

E. Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them with alcohol.

F. Renter acknowledges that the Town does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

11. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.

12. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

13. CANCELLATION. The rental fee will not be refunded if notice is received less than ____ days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event of a power outage or other event that may render the Facility unusable, the rental fee and security deposit will be refunded.

14. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

15. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of _____ Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20__.

TOWN OF _____
By _____
(Duly authorized Agent)

RENTER

Address: _____
Town _____ St _____ Zip _____

(Organization, if applicable)

MODEL TWO

TOWN of _____, VERMONT FACILITY RENTAL AGREEMENT

This Rental Agreement is dated _____, 20__ by and between the Town of _____ (the Town), and _____ [insert name] _____, (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY and RENTAL PERIOD. The Town rents to Renter the _____ in _____, Vermont (the Facility) for the following Rental Period(s):

Insert the date(s) and time(s) when the Renter will be allowed to use the Facility. For example:
4/23/2008, 4/30/2008, 5/1/2008, and 5/6/2008 from 7:00 p.m. to 9:00 p.m.

2. RENT AND SECURITY DEPOSIT. Renter will pay the Town a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the Town a security deposit of \$_____ at the signing of this Rental Agreement.
3. OBLIGATIONS OF RENTER. At the end of each Rental Period, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by Renter and Renter's guests. If Renter and guests cause damage to the Facility, Town may retain all or a portion of the security deposit. If the Town retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.
4. OCCUPANCY. Occupancy of the Facility will be limited to ____ persons.
5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility. Possession of Alcohol is prohibited in the Facility. Renter will not serve or bring alcohol into the Facility nor permit Renter's guests to serve or bring alcohol into the Facility.
6. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of _____ is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and Renter will furnish the Town with a certificate of insurance prior to the Event.
7. INDEMNIFICATION AND HOLD-HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, or employees.
8. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.
9. CANCELLATION. The rental fee will not be refunded if notice is received less than ____ days before a Rental Period, unless the Facility is subsequently rented for the same date.

10. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.
11. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the Town of _____ Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this ____ day of _____, 20__.

TOWN OF _____
By _____
(Duly authorized Agent)

RENTER

Address: _____
Town _____ St _____ Zip _____

(Organization, if applicable)

**TOWN OF _____, VERMONT
FACILITY USE POLICY**

The Town of _____ has a number of facilities that are available for use by _____ residents and members of the public. It is the intent of the Town to have the facilities used as frequently as possible, but it is the obligation of the Town to ensure that its facilities are maintained in good condition and their use and maintenance do not impose an undue financial cost on the Town's residents. This policy is intended to help ensure that the Town's facilities will be well maintained, enjoyable, accommodating and will provide a safe environment and that the Town will be fair and consistent with all parties wishing to use its facilities.

1. **FACILITIES TO WHICH THIS POLICY APPLIES.** This policy shall apply to the following municipal facilities in the Town of _____:

1. _____
2. _____
3. _____

2. **PRIORITY OF USE.** The Town of _____ will make these facilities available on a first come, first serve basis for individuals, groups and organizations to rent during times when the facilities are not being utilized for Town of _____ programs or by Town staff, board, commissions and committees, or Town of _____ sponsored events.

3. **HOURS OF USE.** The facilities are available for use during the following hours: _____.

4. **PROHIBITIONS.** The following uses are strictly prohibited at the facilities:

1. _____
2. _____
3. _____

5. **OCCUPANCY.** Occupancy of the facilities will be limited as follows:

Facility	Maximum Occupancy
_____	_____
_____	_____
_____	_____

6. **SMOKING.** Smoking is prohibited at all Town facilities.

7. **OBLIGATIONS OF USERS.** Users must return the facilities in a neat, orderly and clean condition after their use. Users will be responsible for, and liable to, the Town for all repairs to the facilities required as a result of damage caused by users.

8. **FACILITY RENTAL AGREEMENT.** Social service and community service groups, individuals, businesses, and non-profit groups wishing to use the facilities shall be required to execute a Facility Rental Agreement for each event.



TULIP's NEW WEB ADDRESS

PACIF members that handle requests from the public to use municipal property for special events know it's best to safeguard the municipality from third-party liability claims by requiring renters to provide proof of their own liability coverage for the event. Often, renters (also known as "tenant users") find that either their homeowner's

or business policy already covers liability for the event or a rider can be added for a small fee. Another option is a single-use **Tenant User Liability Insurance Plan** (TULIP). While the choice of where to obtain liability coverage is completely up to the tenant user, PACIF member municipalities can offer convenient access to TULIP coverage through the TULIP links on PACIF's Liability webpage [www.vlct.org/rms/pacif/liability/]. This one-stop shopping for the renter automatically provides the municipality with proof of coverage as soon as the purchase is complete.

The web address for PACIF's TULIP provider has changed recently, and using the site is also a little different now. Please discard any index cards you have labeled "How to Purchase Your TULIP." The two TULIP links on the VLCT PACIF Liability web page are up to date. The first is a PDF file which lists your municipality's unique Venue ID Code. The second is the link to the TULIP website, www.onebeaconentertainment.com/tulip.

When tenant users need to buy a TULIP, be sure to tell them three things: your municipality's Venue ID Code, the TULIP provider's new web address, and the fact that they should have their credit card handy. For a handout, you could print the page of the Venue ID Code list that shows your code, since the TULIP web address is printed at the top of every page. Just remember to mention the credit card too.

If you have any questions about TULIP coverage, or if your computers are down and you need your Venue ID code, please call 800-649-7915 and speak with a member of the PACIF Underwriting team.

When tenant users need to buy a TULIP, be sure to tell them three things:

1. your municipality's Venue ID Code
2. the TULIP provider's new web address
3. the fact that they should have their credit card handy.

A WRITER'S REMORSE

Editor's note: And now a word (well, 54 words, actually) of appreciation to our newsletter scribes. It isn't always easy to sit in front of a computer keyboard and write an article that interests our municipally-minded readers, as the following apologia from one of our authors bears out. So thanks, folks, for your remarkable efforts!

I am working on more articles. The way it has been going, I will probably finish them by the end of the next millennium. I really don't know what I am waiting on. Perhaps you can help me identify it.

Sometimes, when I write, it just flows like water from a spring. It is a beautiful experience and I am happy for it. Other times, it's like shoveling p**p against the tide. Lately, I've been shoveling p**p against the tide. Big stinky piles of p**p.

Honestly, instead of typing on this keyboard, I would rather beat myself over the head with it and inflict a bloody injury upon myself. So perhaps it is best if you just shoot me. And put me out of my misery. And then I will get to work, writing something useful and interesting for local government. Thanks.

[signed: Anonymous]



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Homestead Declarations and Property Tax Adjustments

LATE FILING

A Homestead Declaration and Property Tax Adjustment Claim filed after the due date of the income return, without extension. The law allows homeowners to file up to October 15th and still declare a homestead and claim a property tax adjustment.

Filing between the due date and October 15th means:

- The property will be classified as a homestead on the town grand list and taxed at the homestead school property tax rate

- Late filing penalties will be charged

- Eligible homeowners will receive a credit on their property tax on November 1.

- Depending on when your town sends property tax bills, you may receive a revised property tax bill in September

Filing after October 15th of the current year means:

- The property will remain classified as nonresidential on the town grand list and taxed at the higher of the school property tax rates

- No property tax adjustment claim may be made

- Late filing penalties will be charged on the Homestead Declaration

LATE FILING PENALTIES

Homestead Declaration

- 3% of the education property tax on the property if the nonresidential rate is higher than the homestead rate; or in any other case the penalty is an amount equal to 8% of the education property tax on the property.



Homestead Declaration and Property Tax Adjustment

FILE ONLINE - FREE!

More Information:

- 2015 Adjustment worksheet
- Amending
- Buying & Selling Property
- Confidentiality
- Deceased Homeowner
- Definitions
- Delinquent Property Taxes
- Eligibility Requirements
- General Information
- Household Income
- Incomplete Filings
- Late Filing
- New Construction
- Nonresidential Use
- Offset of Adjustment
- Ownership Situations
- School District Codes
- SPAN
- Special Situations

Property Tax Adjustment

- A \$15 reduction in the property tax adjustment amount

APPEALING THE LATE FILING PENALTY

The late filing penalty is billed and collected by the town. Appeals of the penalty must be appealed to the town. The law provides for a hardship appeal.

Hardship is defined as:

- (1) full-time active military duty outside of VT;
- (2) serious illness or disability of the homestead owner; or
- (3) serious illness, disability or death of an immediate family member of the homestead owner.