

# Town of Pomfret

5218 Pomfret Road  
North Pomfret, VT 05053

## Agenda for January 15, 2014 Selectboard Meeting Meeting to be held in the Town office and is open to the public

- 7:00 pm Call to order and Chair's opening remarks
- Appoint someone to take the minutes of the meeting
- Review of Agenda
- Approval of minutes of prior meetings  
1/6/14 selectboard meeting
- Town Clerk and Selectboard relations
- Carpet in Town Offices (*See attached "Spitzer email"*)
- Abbott Library trustees: applying for listing on the National Register of Historic Places  
(*See attached "National Register handout"*)
- Operation of website and email list  
Authorization for access
- Road Foreman's Report
- Grant agreement for emergency repairs to Pomfret Road  
(*See attached "Vermont Grant"*)
  - Bridge grant change from Teago Bridge to Barber Hill Road  
(*See attached "Bridge Grant Change"*)
  - Certificate of Compliance for Town Road and Bridge Standards  
(*See attached "Certification of Compliance"*)
  - Compensation for road crew member
- Auditor's Report
- Status of the 2013 audit and town report
  - Publishing identity of delinquent taxpayers
  - Dates of Selectboard Meetings to be published in Town Report
- Town Treasurer's report
- Review and action on warrants for payment (*See attached "warrants for tonight"*)
- Budget – 2014 (*See attached "Neil's Budget," "Highway CIP," "Sherman Kent's Suggestions", "Sessions Meadow Cost Est.," and "Roadside Mowing"*)
- Change to fiscal year

Town Meeting Warning – 2014 (*See attached "Town Meeting Warning - 2014"*)

Selectboard Report – 2014 (*See attached "Selectboard Report 2013"*)

Town Report dedication

Other Business

Adjournment

Town of Pomfret  
5218 Pomfret Road  
North Pomfret, VT 05053  
(802) 457-3861

January 10, 2014

Mr. Chris Bump  
District Project Manager  
VTrans District 4  
221 Beswick Drive  
White River Jct., VT 05001

RE: Change of Work Location for THS12-304 Contract # BC1333

Dear Mr. Bump:

The subject structures grant is for replacement of BR5 on Pomfret Road. We have determined that the replacement of this bridge is not practical at this time. We respectfully request that the work location of the structures grant be changed to replace BR21 on TH5, Barber Hill Road. The grant was term extended to July 28, 2014. We would like also to extend the grant term until July 30, 2015.

I have attached the following documents:

1. Copy of the grant term extension
2. TH Grant Application for the replacement of BR 21 on Barber Hill
3. Preliminary hydraulic study for BR 21
4. Photos of BR 21 work location

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Neil Lamson  
Pomfret Selectboard  
Neil.lamson@pomfretvt.us  
Tel (802) 698-3507

AMENDMENT TO:  
STATE OF VERMONT  
STANDARD GRANT AGREEMENT

THS40012-304  
Contract # BC1333  
Change # 1

1. Parties: This is a Grant Amendment for services between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the **TOWN OF POMFRET** (hereinafter called "Subrecipient"), the Agreement dated **August 22, 2011**, shall be modified as follows:
2. Grant Term, is hereby modified by extending the term from **July 28, 2013** to **July 28, 2014**, as indicated by the memo hereby attached and made part of this Amendment.
3. Maximum Amount, is hereby modified by increasing the State funds by \$ N/A .00 for a revised amount of \$ N/A .00, as indicated by the memo hereby attached and made part of this Amendment.
4. Scope of Work, is hereby modified as indicated by the letter dated \_\_\_\_\_ from the Subrecipient hereby attached and made part of this Amendment.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **August 22, 2011**, shall remain unchanged and in full effect.

Dated this 17 day of June, 2013

Recommended for Approval -

CHRISTOPHER BUMP  
District Administrator or Technician 4  
District

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
**TOWN OF POMFRET, VERMONT**

Signature: Brian R Searles

Signature: Neil Lamson

Name: Brian R Searles

Name: Neil Lamson

Title: [Deputy] Secretary of Transportation

Title: Chair, Pomfret Selectboard

Date: 6/17, 2013

Date: February 13, 2013

APPROVED AS TO FORM:

DATE: 6-17-2013

[Signature]  
ASSISTANT ATTORNEY GENERAL



# VERMONT

AGENCY OF TRANSPORTATION

## FY 2014 TOWN HIGHWAY GRANT APPLICATION

APPLYING FOR:  Structures  Class 2 Roadway  Emergency

TOWN CONTACT (name):Town of Pomfret, Neil Lamson

Phone:802.698.3507

E-Mail:neil.lamson@pomfretvt.us

DISTRICT CONTACT (name):Chris Bump

Phone:802.298.8888

E-Mail:chris.bump@state.vt.us

### SCOPE OF WORK TO BE PERFORMED BY GRANTEE

**Location of Work.** The work described below involves the following town highway structure:

TH# **5**, (Name) **Barber Hill Road** which is a class **3** town highway.

Bridge #**21**, N43.66317 W72.52294 which crosses **Cloudland Brook**

Culvert # \_\_\_\_\_, for which the original size was **6.5' corrugated metal pipe** and the replacement size is **a bridge with a 16' minimum clear span and 6' minimum clear height**

Causeway: \_\_\_\_\_

Retaining Wall: **Cement blocks to be replaced by poured wall**

**Anticipated Completion Date.** The anticipated completion date for this project is

**July 30, 2015**

### Work to Be Done:

The existing 6.5-ft culvert was washed 100 feet downstream during Tropical Storm Irene. To make emergency repairs the culvert was retrieved and replaced, even though it was badly rusted (See attached photos). Also, as an emergency repair, the headwalls were rebuilt with cement blocks.

FEMA denied the request to replace the culvert because after it was put back in place, it did not appear to be damaged by the event.

The attached hydraulic study recommends a bridge with a 16' minimum clear span and 6' minimum clear height. A box culvert is not feasible due to the presence of ledge.

### Detailed Cost Estimate (below or attached):

This will be a design/build contract. The road will be closed during construction so a temporary bypass will not be required. Ledge is showing at the lower end of the culvert so footers will be poured on ledge.

Estimated cost: \$300,000

PROJECT ESTIMATE AMOUNT: \$300,000

Has Town adopted codes & standards that meet or exceed the 1-23-13 template? X YES <input type="checkbox"/> NO	
Does Town have an infrastructure study (3-years old or less)? <input type="checkbox"/> YES X NO	
Has Town completed the following environmental resource checklist below? X YES <input type="checkbox"/> NO	
EXISTING STRUCTURES: (check all that apply)	
<input checked="" type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other.	
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The Project involves engineering/ planning only.	<input type="checkbox"/> The project consists of repaving existing paved surfaces only.
<input type="checkbox"/> The project consists of reestablishing existing ditches only.	<input type="checkbox"/> All work will be done from the existing road or shoulder.
<input checked="" type="checkbox"/> The structure is being replaced on existing location/alignment.	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream.
<input checked="" type="checkbox"/> There will be excavation within a flood plain.	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input checked="" type="checkbox"/> Tree cutting / clearing.	<input type="checkbox"/> Temporary off-road access is required.
<input type="checkbox"/> New ditches will be established.	<input type="checkbox"/> The roadway will be realigned.
The Town has included photos of the Project. Must show infrastructure and surrounding features, as much as possible. X YES <input type="checkbox"/> NO	
The Town has included a detailed Scope of Work X YES <input type="checkbox"/> NO	

**Below this line to be filled in by VTrans staff:**

Received by District (name & date): \_\_\_\_\_

Recommend Grant Award?  YES  NO:

Recommended Award Amount: \$ \_\_\_\_\_

Forwarded to Opns HQs by (name & date): \_\_\_\_\_

Received by Opns HQs (name & date): \_\_\_\_\_

Forwarded to Environmental Permitting Section by (name & date): \_\_\_\_\_

Received by Environmental Permitting Section (name & date): \_\_\_\_\_

Forwarded back to Opns HQs (name & date): \_\_\_\_\_

Received by Opns HQs (name & date): \_\_\_\_\_

**Town of Pomfret 2014 Bridge Grant Application  
TH 5 Bridge 21**



August 29, 2011 6.5-ft culvert washed out  
during Tropical Storm Irene



**Town of Pomfret 2014 Bridge Grant Application  
TH 5 Bridge 21**



**August 29, 2011 6.5-ft culvert washed downstream  
during Tropical Storm Irene**

**Town of Pomfret 2014 Bridge Grant Application  
TH 5 Bridge 21**



Retrieved culvert in place with concrete blocks headwall



Retrieved culvert showing rusted bottom (now on top)

**VT AGENCY OF TRANSPORTATION      PROGRAM DEVELOPMENT DIVISION**  
**HYDRAULICS UNIT**

**TO:** Trevor Starr, District Project Manager, District 4  
Neil Lamson, Chair Pomfret Selectboard

**FROM:** Leslie Russell, P.E., Hydraulics Project Engineer

**DATE:** 9 April 2012

**SUBJECT:** Pomfret TH 5 BR 21 over Cloudland Brook  
Barber Hill Road N43.66317 W72.52294

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We have completed our preliminary hydraulic study for the above referenced site, and offer the following information for your use:

**Hydrology**

This site has a hilly drainage basin. It is mostly forested. The total contributing drainage area is about 2.8 sq. mi. There is an overall length of 20,510 feet from the divide to the site, with a 950 foot drop in elevation, giving an average overall channel slope of 4.6 %. The stream slope at the site was estimated to be about 3%. Using several hydrologic methods, we came up with the following design flow rates:

<u>Recurrence Interval in Years</u>	<u>Flow Rate in Cubic Feet per Second (CFS)</u>
Q2.33	140
Q10	340
Q25	460 - Town Highway Design Flow
Q50	580
Q100	680 - Check flow

## **Existing Conditions**

The existing structure is a 6.5' corrugated metal pipe. It provides a waterway opening of 33.2 sq. ft. There is rust in the bottom of the pipe and bank erosion up and downstream of the structure. It appears that water overtopped this structure during Tropical Storm Irene in August of 2011. This structure constricts the channel.

Our calculations show the existing structure is hydraulically inadequate. Headwater to depth ratios are not within the allowable values. Water overtops the roadway below the Q25 flow.

There are bridges between this bridge and bridge 20 downstream on this brook that constrict the channel and are undersized.

## **Recommendations**

In sizing a new structure we attempt to select structures that meet the hydraulic standards, fit the natural channel width, the roadway grade and other site conditions. We estimated a channel width of 15' to 18' during our site visit. It was difficult to get an exact natural channel width measurement due to the flood damage and roadway fill. The Agency of Natural Resources 'VT Regional Hydraulic Geometry Curves' give a bank full width of 21' for this size drainage area. Those curves are only based on drainage area and do not consider other factors. They may not be valid for this drainage area. The low height from the stream bed to the road limits the replacement options to a bridge or box structure, as the roadway would have to be raised substantially for a pipe. Based on our calculations and the information available, we recommend any of the following structures as a replacement at this site:

1. A bridge with a 16' minimum clear span and 6' minimum clear height, providing at least 96 sq. ft. of waterway area. This structure will result in a headwater depth at Q25 = 5.0' and at Q100 = 6.5'. Therefore, it will have the required 1' of freeboard at Q25.
2. A concrete box with a 16' wide by 8' high inside opening, with 12" high bed retention sills (baffles) in the bottom. The box invert should be buried 24", so the top of the sills will be buried 12" and not be visible. That will result in a 16' wide by 6' high waterway opening above streambed, providing 96-sq. ft. of waterway area. Sills should be spaced no more than 8'-0" apart throughout the structure with one sill placed at the inlet and one at the outlet. Sills should be cast in a V shape with a 10:1 lateral slope, to create a low flow channel in the center if the bed material in the structure is washed out. The spaces between sills should be filled with stone graded to match the natural stream bed material. This structure will result in a

headwater depth at Q25 = 5.0' and at Q100 = 6.5', with no roadway overtopping at Q100. **If there is ledge through the structure, this is not a good option for this site.**

3. Any similar structure with a minimum clear span of 16' and at least 96 sq. ft. of waterway area, that fits the site conditions, could be considered.

### **General Comments**

If a new bridge is installed, the bottom of abutment footings should be at least six feet below the channel bottom, or to ledge, to prevent undermining.

If a new box is installed, we recommend it have full headwalls at the inlet and outlet. The headwalls should extend at least four feet below the channel bottom, or to ledge, to act as cutoff walls and prevent undermining.

It is always desirable for a new structure of this size to have flared wingwalls at the inlet and outlet, to smoothly transition flow through the structure, and to protect the structure and roadway approaches from erosion. The wingwalls should match into the channel banks. Any new structure should be properly aligned with the channel, and constructed on a grade that matches the channel.

Stone Fill, Type III should be used to protect any disturbed channel banks or roadway slopes at the structure's inlet and outlet, up to a height of at least one-foot above the top of the opening. The stone fill should not constrict the channel or structure opening.

**The Agency of Natural Resources (ANR), Corps of Engineers, or other permitting agency may have additional concerns regarding replacement of this structure, or any channel work. The River Management Engineer should be contacted with respect to those concerns, before a replacement structure is ordered.**

Please keep in mind that while a site visit was made, these recommendations were made without the benefit of a survey and are based on limited information. The final decision regarding the replacement of this structure should take into consideration matching the natural channel conditions, the roadway grade, environmental concerns, safety, and other requirements of the site.

Please contact us if you have any questions or if we may be of further assistance.

LGR

cc: Todd Menees, A.N.R. River Management Engineer

Hydraulics Project File via NJW

Hydraulics Chrono File

Non\_PMS\_Projects\Hydraulics\ProjectFiles\_NonCADD\Pomfret\TH 5 BR 21\Pomfret TH 5 BR  
21 prel hyd memo.docx

**Certification of Compliance  
for  
Town Road and Bridge Standards**

We, the Legislative Body of the Municipality of \_\_\_\_\_ certify that we have reviewed, understand and comply with the Town Road and Bridge Standards / Public Works Specifications and Standards passed and adopted by the Selectboard / City Council / Village Board of Trustees on \_\_\_\_\_, 20\_\_\_\_.

We further certify that our adopted standards [ ] do [ ] do not meet or exceed the minimum requirements included in the January 23, 2013 VTrans template.

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Duly Authorized Administrator)

## TOWN ROAD AND BRIDGE STANDARDS TOWN OF Pomfret, VERMONT

The Town of Pomfret hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of all town roads and bridges.

The standards listed here are considered minimum and apply to construction projects and repair and maintenance activities. The standards include management practices and are designed to: ensure the safety of the traveling public, minimize damage to road infrastructure during flood events, and enhance water quality protections by minimizing sediment delivery to surface waters and/or wetlands.

The select board reserves the right to modify the standards for a particular project or repair or maintenance activities where, because of unique physical circumstances or conditions, there is no possibility that the project or activities can be completed in strict conformance with these provisions. Any modifications to the standards must be done in a manner that serves the underlying intent of the management practice, be it public safety, flood hazard avoidance, or water quality protection. Fiscal reasons are not a basis for modification of the standards. Questions about modifications to the standards should be directed to the VTrans District Office.

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimums of these standards. If any federal and/or state funding is involved in a project, the VTrans district office must be notified prior to any field changes taking place that would alter the original scope of work.

### Roadways

- All new or substantially reconstructed gravel roads shall have at least a 12-inches thick processed gravel sub-base, with an additional 3 inches (minimum) top course of crushed gravel.
- All new or substantially reconstructed paved roads shall have at least a 15 inches thick processed gravel sub-base.
- All roadways shall be graded so water does not remain on the road surface. For roadways that are not super-elevated, this generally means a 2-4% ( $\frac{1}{4}'' - \frac{1}{2}''$  per ft) crown for gravel roads and a 1-2% ( $\frac{1}{8}'' - \frac{1}{4}''$  per ft) crown for paved roads to promote sheeting of water.
- Proper grading techniques for gravel roadways must be used to avoid creating a ridge or berm between the crown and the ditch.
- Any berm along the roadway shoulder that prevents the proper sheeting of water must be removed.

### Ditches and Slopes

Soil exposed during ditch and slope construction, repair or maintenance must be treated immediately following the operation and temporary erosion prevention and sediment control practices must be installed and maintained during construction activities and until the ditch or slope is permanently stabilized.

The following are minimum erosion control measures. Careful attention must be given to areas vulnerable to erosion and immediately adjacent or discharging to surface waters and/or roadway drainage facilities:

- Seed and mulch all ditches with grades less than 5% when undertaking projects or repairs or maintenance activities that result in exposed soil. Vegetation must be established and monitored. If vegetation is not established within 10 days of placement, install biodegradable non-welded matting with seed.
- Stone line all new or reconstructed ditches or whenever soils are disturbed by maintenance activities with grades equal to and greater than 5%; alternatively, install stone check dams. The check dams must meet criteria outlined in the "*Standards and Specifications for Check Dams*," from the *Vermont Standards and Specifications for Erosion Prevention and Sediment Control*. Specifically, dams must be placed so that the crest of the downstream check dam is at the same elevation as the base of the upstream dam.
- Create parabolic (wide "U" shaped) ditches when constructing new or substantially reconstructing ditches, rather than narrow "V" shaped ditches wherever lateral space allows. Ditches with gradual side slopes (maximum of 1:2, vertical to horizontal ratio) and a wide bottom (at least 2 feet) are preferred. Use biodegradable, non-welded matting to stabilize side-slopes where slopes are greater than 1:2 and less than 1:1 ½; apply seed and mulch to any raw or exposed side-slope if slopes are less than 1:2.
- All ditches must be turned out to avoid direct outlet into surface waters. There must be adequate outlet protection at the end of the turnout, either a structural (rock) or vegetative filtering area.
- If in the best professional engineering judgment of the VTrans Operations Division, there is a cost effective ditch treatment that will meet the intent of the management practices described above, but represents a departure from these standards, the municipality may implement the more cost effective ditch treatment alternative with the professional recommendation submitted in written form by VTrans prior to the municipality executing the work.
- When constructing new or substantially reconstructing side slopes, use appropriately sized stone armament on slopes that are 1:1 ½ or greater. If perennial streams are affected by the toe of slope the project must conform to the statewide Stream Alteration standards.

#### **Culverts and Bridges**

- Replacement of existing culverts and any new culvert must have a minimum culvert diameter of 18 inches.
- Replacement of existing bridges and culverts and any new bridges and culverts must be designed in accordance with the VTrans Hydraulics Manual, and, in the case of perennial streams, conform to the statewide Stream Alteration standards.
- All new driveway culverts must have a minimum diameter of 15 inches.
- When installing or replacing culverts, use appropriate techniques such as headwalls and wingwalls, where there is erosion or undermining or where it is expected to occur.
- Install a splash pad or plunge pool at the outlet of new or repaired drainage culverts where there is erosion or where erosion may occur. Splash pads and plunge pools are not appropriate for use in streams supporting aquatic life.

#### **Guardrails**

When roadway, culvert, bridge, or retaining wall construction or reconstruction projects result in hazards such as foreslopes, drop offs, or fixed obstacles within the designated clear-zone, a roadside barrier such as guardrail must be installed. The most current version of the AASHTO Roadside Design Guide will govern the analysis of the hazard and the subsequent treatment of that hazard.

**Access Management**

The town must have a process in place, formal or informal, to review all new drive accesses and development roads where they intersect Town roads, as authorized under 19 V.S.A. Section 1111. Towns may reference VTrans A-76 Standards for Town & Development Roads and B-71 Standards for Residential and Commercial Drives; and the VTrans Access Management Program Guidelines for other design standards and specifications.

**Training**

Town highway maintenance crews must collectively attend a minimum total of 6 hours of training per year on best road management practices. The town must keep documentation of their attendance for a period of three years.

Passed and adopted by the Selectboard of the Town of Pomfret, State of Vermont on 3/20, 2013.

Select Board:   
  




The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

Reasons to seek listing: National recognition of building's unique architecture and history, possible grant opportunities (federal and state) to assist with upkeep and improvement; listing on national website; brass plaque to affix to building (if we want it). No other locations in Pomfret are listed on the National Register of Historic Places.

Process: We begin with the State Historic Preservation Officer (Laura Treishmann)--her office will assist with filling out the various forms (includes building history, measurements, architectural details, gps location). Once filed (an online process) the review process takes less than two months.

Library Trustees will oversee the process, alleviating Select Board from extra work. The Trustees have voted to move the process forward if the Select Board approves.

For more information, check website: [www.nps.gov](http://www.nps.gov)

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
3	Total Expenses	1,870,350.00	1,228,448.37		1,851,050	
4	Total Income w/o taxes	1,023,087.00	802,959.53		1,003,787	
5					<b>847,263</b>	
6	<b>RECEIPTS</b>					
7						
8	Total taxes assessed					
9	Less school tax to school					
10	Less school tax to state					
11	Total Town assessment					
12	Less current year delinquent					
13	Actual Net taxes to Town	<b>847,263</b>	<b>834,134.30</b>		<b>847,263</b>	
14						
15	<b>Other Tax</b>					
16	Prior Years Delinquent	50,000	36,688.68		30,000	
17	Current Use Reimbursement	250,000	262,252.00		255,000	
18	Current Use Penalty					
19	VT State Land in lieu of Taxes	4,172	4,172.00		4,172	
20	Appalachian Trail, in Lieu	3,178	3,102.00		3,000	
21	<b>TOTAL Other Tax</b>	<b>307,350</b>	<b>306,214.68</b>		<b>292,172</b>	
22						
23	<b>Penalties &amp; Interest-Taxes</b>					
24	Interest Current Year	2,795	2,175.39		2,000	
25	Interest Prior Years	3,143	2,343.21		2,000	
26	Late Penalty 8% Cur Year	9,162	5,190.94		4,000	
27	Late Penalty 8% Prior Years	3,911	2,572.71		2,000	
28	Penalties - late homestead filing					
29	Late Penalty 1% Fee					
30	Interest on taxes					
31	Checking Acct Interest	500	165.75			
32	<b>TOTAL Penalties &amp; Interest-Taxes</b>	<b>19,511</b>	<b>12,448.00</b>		<b>10,000</b>	
33						
34	<b>Income Accts</b>					
35	Ambulance reimbursements					
36	Recording	11,500	9,135.25		9,000	
37	Copying	1,500	1,568.06		1,500	
38	Landfill Coupons Rcpts	15,000	12,474.00		12,000	
39	Landfill Coupons-Cost	(15,000)	(10,966.00)		(12,000)	
40	Marriage-CU License Rcpts	100	360.00		300	
41	Marriage-CU Licenses-Cost	(100)	(245.00)		(300)	
42	Dog License Rcpts	2,000	2,312.00		2,300	
43	Dog Licenses-Cost	(900)	(1,020.00)		(1,000)	
44	Liquor License	150	150.00		185	
45	Auto Reg Fees	40	36.00		40	
46	Rent Town Hall	300	50.00		150	
47	<b>Total Income Accts</b>	<b>14,590</b>	<b>13,854.31</b>		<b>12,175</b>	
48						

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
49	<b>Town Permits</b>					
50	Access	100	50.00		50	
51	Building	1,500	612.80		700	
52	Excess Weight	350	350.00		350	
53	Ridgeline	250	-		250	
54	Zoning Subdivision	200	185.00		200	
55	<b>Total Town Permits</b>	<b>2,400</b>	<b>1,197.80</b>		<b>1,550</b>	
56						
57	<b>Misc. Income</b>					
58	Donations		7,650.00		-	
59	Metivier Escrow Account	-	-			
60	Misc. Highway		1,823.82			
61	Misc Selectmen		1.77			
62	Misc. Town Clerk		8.92			
63	WC Reimbursement		1,228.00			
64	<b>TOTAL Misc. Income</b>		<b>10,712.51</b>		<b>-</b>	
65						
66	<b>Emergency Services Income</b>					
67	ES Donations		500.00			
68	Insurance reimbursements					
69	<b>Total ES Income</b>		<b>500.00</b>		<b>-</b>	
70						
71	<b>State Funds &amp; Other Grants</b>					
72	State Aid - Highways	128,136	133,111.90		130,000	
73	State Aid Highways early payment					
74	Paving Grant					
75	Bridge&Culvert Grant	175,000			175,000	
76	Traffic Fines	5,000	7,685.55		6,000	
77	Municipal Fines		312.50		300	
78	Funds for Reappraisal	5,500	5,804.50		5,500	
79	Reimburse Listers	609	-			
80	Listers Ed Reimb	389				
81	Crime Victim' Service		77.01			
82	Base station grant	3,471	2,513.50			
83	Generator grant	3,900	3,900.00			
84	Planning Commision Grant	4,500	9,568.00			
85	Preservation Trust					
86	John Moore match for Pres. Trust					
87	FEMA Grant (Fire dept. equipment)	102,700			-	
88	PACIF Equipment Grant		987.37			
89	VBB Grant for Cloudland Road				1,000	
90	VBB Grant for Culvert Inventory	-	-		4,000	
91	<b>TOTAL State Funds &amp; Other Grants</b>	<b>429,205</b>	<b>163,960.33</b>		<b>321,800</b>	
92						

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
93	<b>Loans &amp; Reimbursements</b>					
94	Insurance Reimbursement		92.00			
95	Irene Loan					
96	FEMA Reimbursements TS Irene	150,000	161,786.14			
97	FEMA Reimbursements 2013 Storms		29,443.76		60,000	
98	<b>Total Loans &amp; Reimbursements</b>	<b>150,000</b>	<b>191,321.90</b>		<b>60,000</b>	
99						
100	<b>Transfers</b>					
101	<b>From cash reserves</b>				<b>306,028</b>	
102	Loan proceeds - 3yr amortization					
103	From LaBounty Fund	31	-		62	
104	From Bridge Fund	-	-		-	
105	From Equipment Reserve Fund	100,000	100,000.00		-	
106	From Emergency Services checking acct					
107	From Cemetary checking acct					
108	<b>Total Transfers</b>	<b>100,031</b>	<b>100,000.00</b>		<b>306,090</b>	
109	8. Cemetery Income or Transfer from CD		2,750.00			
110						
111	<b>TOTAL INCOME without net taxes</b>	<b>1,023,087</b>	<b>802,959.53</b>		<b>1,003,787.00</b>	
112	<b>TOTAL INCOME with net taxes</b>	<b>1,870,350</b>	<b>1,637,093.83</b>		<b>1,851,050.40</b>	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
113	<b>MUNICIPAL EXPENSES</b>					
114	<b>Clerk</b>					
115	Clerk Sal (PR)	21,000	21,000.00		21,630	
116	Clerk Ins	7,921	8,394.12		11,929	
117	Reimburs. By clerk	(396)	166.67			
118	Clerk Asst	500	102.00		500	
119	Clerk Gen Ex	100	380.45		35	
120	Land Record Books	600	1,021.87		700	
121	Book Restoration				1,000	
122	Book Binding				1,600	
123	<b>TOTAL Clerk</b>	<b>29,725</b>	<b>31,065.11</b>		<b>37,394</b>	
124						
125	<b>Treasurer</b>					
126	Treas Sal (PR)	21,000	21,000.00		21,630	
127	Treas Ins	2,000	1,795.66		2,000	
128	Reimburs. By treasurer					
129	Treas Asst	2,500			500	
130	Treas Gen Ex		405.02			
131	<b>TOTAL 102 Treasurer</b>	<b>25,500</b>	<b>23,200.68</b>		<b>24,130</b>	
132						
133	<b>Listers</b>					
134	Listers Payroll (PR)	6,200	3,519.00		5,000	
135	Listers Gen Exp	500	515.93		500	
136	Tax Mapping (software/training)				5,000	
137	Listers Ed	500	180.00		500	
138	Reappraisal Ex - Gen					
139	Reappraisal Ex- PR (PR)					
140	<b>TOTAL Listers</b>	<b>7,200</b>	<b>4,214.93</b>		<b>11,000</b>	
141						
142	<b>Other Officers&amp;Expenses</b>					
143	Board of Selectmen					
144	Regular selectboard members	3,000	2,833.30		0	
145	SB Admin assistant	9,000	6,950.00		0	
146	SB Admin assistant exp.		669.19			
147	Recording Secretary				-	
148	Selectboard expenses	500	1,036.39		-	
149	Board of Auditors	5,000	7,498.20		-	
150	Board of Auditors Gen. Exp.		1,036.36			
151	Constable	1,250	1,452.05		1,500	
152	Delinquent Tax Collector	2,500	1,561.76		2,500	
153	Zoning Administrator	3,000	2,280.00		3,000	
154	ZBA & Admin Expenses	300			300	
155	Planning Comm Expenses	500			500	
156	Planning Comm Special Projects	7,500	10,537.25			
157	Town's Cost SS & Med (PR)	5,580	4,652.74		4,500	
158	Workers Comp	238			206	
159	Public Officials Liab Ins & Bonds	3,495	3,733.00		2,852	
160	Town's Cost Retirement	900	1,018.21		1,150	
161	Bond					
162	<b>TOTAL Other Officers&amp;Expenses</b>	<b>42,763</b>	<b>45,258.45</b>		<b>16,508</b>	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
163						
164	<b>Municipal Office</b>					
165	Insurance	2,228	2,228.00		2,195	
166	Electricity	1,000	1,246.60		1,300	
167	Propane	2,000	1,386.66		2,000	
168	Telephone-Internet	2,000	1,656.99		2,000	
169	Postage & Envelopes	1,500	1,817.15		1,500	
170	Town Officers Supplies	1,000	1,479.11		1,500	
171	Cleaning	700	550.00		700	
172	Building Maintenance	2,500	557.10		700	
173	Computer Support/Backup	3,850	7,876.63			
174	Computer IT	11,000	9,860.34			
175	New computer Equip.	10,612	10,911.29			
176	New PC (auditors/listers)				-	
177	Other new equipment (copier lease)	1,500	1,435.75		1,500	
178	New laptop PC (listers)				-	
179	NEMRC support				550	
180	Proval				1,650	
181	Office 365 software				-	
182	Cloud backup & Support				600	
183	Maine Host (web site)				-	
184	Godaddy				-	
185	New Web site				-	
186	Professional Audit	25,000	20,300.00			
187	Mold Removal					
188	Misc Mun Office Exp	200	84.95		200	
189	<b>TOTAL Municipal Office</b>	<b>65,090</b>	<b>61,390.57</b>		<b>16,395</b>	
190						
191	<b>General Expenses</b>					
192	Town Reports	900	817.20		1,000	
193	Notices	250	278.18		300	
194	Grounds Maint	1,400	950.00		1,000	
195	Brick Bldg Exp	2,500	1,474.38		1,500	
196	Town buildings reserve	25,000	25,000.00		-	
197	Educational Conferences	800	1,948.00		-	
198	911 Signs & Posts	100			-	
199	LaBounty Funds dispersed	32			32	
200	Misc Gen Exp	500	50.00		500	
201	Tax Abatement Expense		21,075.79			
202	Cemetery Maintenance	2,500	2,500.00		5,000	
203	Undesignated Municipal Reserve				-	
204	<b>TOTAL General Expenses</b>	<b>33,982</b>	<b>54,093.55</b>		<b>9,332</b>	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
205			51,593.55			
206	<b>Emergency Services</b>					
207	*Fire Division					
208	Reserve Accounts					
209	Apparatus Reserve Account		42,500.00		0.00	
210	Equipment Reserve Account				5,000.00	
211	Hose & Appliance Reserve Account		0.00		0.00	
212	PPE Reserve Account		0.00		0.00	
213	SCBA Reserve Account		0.00		0.00	
214	Equipment Reserve Account - Other		0.00		0.00	
215						
216	Administration					
217	Admin Building and Grounds		150.00		0.00	
218	Envelopes		0.00		0.00	
219	Freight		0.00		0.00	
220	Miscellaneous		0.00		100.00	
221	Paper		0.00		0.00	
222	PO Box Rental		54.00		48.00	
223	Postage, Mailing Service		0.00		20.00	
224	Printing and Copying (Printing, copying, duplicating, recording)		221.32		0.00	
225	Administration - Other		0.00		0.00	
226	Operations					
227	Books, Subscriptions, Reference					
228	Emergency Reporting		1,416.00		1,450.00	
229	Memberships		595.00		600.00	
230	Books, Subscriptions, Reference - Other		58.50		80.00	
231	Facilities and Equipment					
232	Apparatus					
233	Diesel Fuel		502.46		0.00	
234	Gasoline		270.66		600.00	
235	Pomfret Engine 1		322.33		655.00	
236	Pomfret Tanker		4,289.92		795.00	
237	Rescue		97.00		650.00	
238	Teago Engine 1		233.76		625.00	
239	Teago Engine 2		0.00		655.00	
240	Vehicle Maintenance		0.00		0.00	
241	Apparatus - Other		0.00		0.00	
242	Generators		887.00		900.00	
243	Hand Tools		474.00		185.00	
244	Hose & Appliances		511.70		0.00	
245	Ladders		0.00		0.00	
246	Portable Generators		0.00		0.00	
247	Portable Lights		1,344.00		0.00	
248	Portable Pumps		0.00		0.00	
249	Portable Tanks		0.00		0.00	
250	Power Tools		0.00		0.00	
251	Radio Hardware		0.00		0.00	
252	Repairs		0.00		0.00	
253	Rope Rescue Equipment		0.00		100.00	
254	SCBA					
255	Flow testing		0.00		1,040.00	
256	Hydrostatic Testing		0.00		0.00	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
257	SCBA Mask Fit Test		315.00		0.00	
258	SCBA Repairs		0.00		0.00	
259	SCBA - Other		0.00		30,000.00	
260	Supplies (Expendable items that need to be tracked)		0.00		360.00	
261	Testing/Monitoring Equipment		0.00		195.00	
262	Traffic Control Devices		736.25		0.00	
263	Turnout Gear (PPE)					
264	Boots		330.00		0.00	
265	Face Shield		0.00		0.00	
266	Gloves		345.00		632.00	
267	Helmets		0.00		0.00	
268	Nomex		147.50		120.00	
269	Turn Out Coats		1,910.34		1,930.00	
270	Turn Out Pants		1,309.80		1,320.00	
271	Turnout Gear (PPE) - Other		4,042.64		0.00	
272	Fuel Surcharges		6.50		10.00	
273	Supplies					
274	Batteries					
275	Batteries - Other		0.00		0.00	
276	Hand lights		235.00		224.00	
277	Pager Batteries		168.00		170.00	
278	Portable Radio Batteries		0.00		300.00	
279	Batteries - Other		0.00		0.00	
280	Total Batteries		403.00		694.00	
281	Supplies - Other		0.00		0.00	
282	Utilities					
283	Alarm Systems		576.50		669.00	
284	Electric		2,478.39		2,550.00	
285	Heating System Maint		484.20		500.00	
286	Heating System Oil		4,640.54		4,704.96	
287	Heating System Propane		3,903.05		3,904.92	
288	Septic System		295.00		300.00	
289	Telephone		1,965.78		1,999.92	
290	Telephone Internet Service		838.93		849.96	
291	Telephone Long Distance		212.16		219.96	
292	Utilities - Other		0.00		0.00	
293	Operations - Other		0.00		0.00	
294	Travel and Meetings (Expenses related to training, travel,					
295	Conference, Convention, Meeting (Conducting, or sending		0.00		0.00	
296	Training		0.00		2,000.00	
297	Travel (Hotels, airfares, local transportation, car rentals, ta		0.00		0.00	
298	Travel and Meetings (Expenses related to training, travel,		0.00		0.00	
299	Water Resources Development		0.00		0.00	
300	*Fire Division - Other		0.00		0.00	
301			<b>79,271</b>		<b>67,157</b>	
302	Sheriff's Patrol	20,000	18,651.50		22,000	
303	*Emergency Management Division					
304	Income					
305	Donation to the Town		0.00		0.00	
306	Government Grants (Grants from local, state, and federal governments)					
307	Federal Grants					
308			0.00		0.00	

	A	B	C	D	E	F	
1	<b>Jan - Dec 2014 DRAFT Budget</b>						
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>		
309			0.00		0.00		
310			0.00		0.00		
311			0.00		0.00		
312	Total Federal Grants		0.00		0.00		
313	Total Government Grants (Grants from local, state, and fe		0.00		0.00		
314	Tax Deposits						
315	Reserve Accounts						
316	Radio Reserve Account		<b>6,000.00</b>		<b>6,000.00</b>		
317							
318	610000 - *Emergency Management (EOC & Shelters)						
319	*Insurance (All)						
320	Accident & Health		3,188.00		3,400.00		
321	Liblty, Prprty, Umbrella, Auto		0.00		10,182.00		
322	Workman's Compensation		0.00		2,564.00		
323	*Insurance (All) - Other		-92.00		0.00		
324	<b>Total *Insurance (All)</b>		<b>3,096.00</b>		<b>16,146.00</b>		
325	Ambulance Contract						
326	Unpaid Ambulance Bills		0.00		5,000.00		
327	Ambulance Contract - Other		25,312.00		26,000.00		
328	Subtotal Ambulance Contract		<b>25,312.00</b>		<b>31,000.00</b>		
329	Emergency Operations Center		11,099.64		500.00		
330	Radio Equipment		5,133.30		1,000.00		
331	Safety Equipment		575.50		200.00		
332	Training (Emerg Mngmt)		0.00		360.00		
333	Travel Expense (Emerg Mngmt)		98.54		500.00		
334			<b>16,906.98</b>		<b>2,560.00</b>		
335							
336	Emergency Medical Service						
337	Income						
338	Tax Deposits						
339	Reserve Accounts						
340	EMS Reserve Account						
341	AED Battery (2017)		400.00		400.00		
342	AED replacement (2018)		4,000.00		4,000.00		
343	EMS Reserve Account - Other		0.00		0.00		
344	Total EMS Reserve Account		4,400.00		4,400.00		
345	<b>Total Reserve Accounts</b>		<b>4,400.00</b>		<b>4,400.00</b>		
346							
347							
348							
349	Expense						
350	*EMS Division						
351	EMS Supplies						
352	Equipment		1,543.23		500.00		
353	General		0.00		1,000.00		
354	EMS Supplies - Other		0.00		0.00		
355	Total EMS Supplies		1,543.23		1,500.00		
356	Training						
357	EMS Conference		0.00		1,750.00		
358	Refresher Courses		180.00		500.00		
359	Training Material		0.00		250.00		
360	Training Mileage		305.10		0.00		

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
361	Training - Other		70.00		0.00	
362	Total Training		555.10		2,500.00	
363	*EMS Division - Other		0.00		0.00	
364	Total *EMS Division		<b>2,098.33</b>		<b>4,000.00</b>	
365	Total Expense		2,098.33		4,000.00	
366	Net Ordinary Income		-2,098.33		-4,000.00	
367	Net Income		-2,098.33		-4,000.00	
368						
369						
370	FD Operating Expenses	15,584				
371	Fire Equipment Reserve	42,500				
372	Fast squad operating expenses	4,500				
373	Fast squad equipment reserve	4,400				
374	Insurance - FD and FS	15,800				
375	Sheriff's Patrol	20,000				
376	Ambulance Service	25,312				
377	Communications supplies	500				
378	Communications equip reserve	6,000				
379	Command Center	6,000				
380	Unpaid Ambulance Bills	5,000				
381	SCBA and gas meter	108,100				
382	SCBA/PPE Reserve	-				
383	Training	1,500				
384	Building Maintenance	150				
385	Supplies	-				
386	Vehicle Maintenance/fuel	5,000				
387	Emergency Reporting	1,416				
388	Administration	1,000				
389	Utilities	12,500				
390	Equipment (hose, etc.)	1,000				
391	Turnout Gear	5,000				
392	Membership/subscriptions	650				
393	<b>Total Emergency Services</b>	<b>281,912</b>	<b>155,736.04</b>		<b>153,262.72</b>	
394	<b>Extraordinary Expenses</b>					
395	Tax rebates					
396	Legal & Prof Fees	1,000	1,776.05		1,000	
397	Insurance claim	500				
398	Elected auditors consulting fee		-		1,000	
399	Town treasurer consulting fee				1,000	
400	bank loan/loan fee		25.00			
401	Renovation loan repayment					
402	McCosker Bridge settlement	9,760	9,765.00			
403	<b>TOTAL Extraordinary Expenses</b>	<b>11,260</b>	<b>11,566.05</b>		<b>3,000</b>	
404						
405	<b>Voted Appropriations</b>					
406	Abbott	36,935	36,935.00		36,935	
407	Wdstck Visiting Nurse	3,950	3,950.00		3,950	
408	Mental Health HCERS	979	979.00		979	
409	Council on Aging (Thompson Center)	2,500	2,500.00		2,500	
410	Woodstock Area Job Bank	300	300.00		300	
411	Ottawaquechee Comm. Partnership	2,500	2,500.00		2,500	
412	Spectrum Teen center	500	500.00		500	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
413	HIRS					
414	Pentangle	950	950.00		900	
415	<b>TOTAL Voted Appropriations</b>	<b>48,614</b>	<b>48,614.00</b>		<b>48,564</b>	
416						

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
417	<b>Assessments</b>					
418	Windsor County Tax	17,911	13,964.49		14,000	
419	Waste Management	11,436	11,435.60		12,000	
420	VLCT Dues	1,697	1,697.00		1,867	
421	Two Rivers	1,130	1,130.00		1,166	
422	<b>TOTAL Assessments</b>	<b>32,174</b>	<b>28,227.09</b>		<b>29,033</b>	
423						
424	<b>Town Hall</b>					
425	Fuel Oil	4,500	4,796.33		3,500	
426	Electricity	800	1,035.56		1,000	
427	Insurance	3,557	3,557.00		3,452	
428	Propane	300	63.85		100	
429	Misc & Cleaning	250	75.00		100	
430	Repairs & Maintenance	5,000	223.10		2,000	
431	<b>TOTAL Town Hall</b>	<b>14,407</b>	<b>9,750.84</b>		<b>10,152</b>	
432						
433	<b>Municipal Special Projects</b>					
434	Abbott Building Reserve Fund	3,000	3,000.00		3,000	
435	Town Hall Roof				-	
436	Town Hall Sound System				0	
437	Town office improvements				-	
438	Parcel map					
439	<b>Total Municipal Special Projects</b>	<b>3,000.00</b>	<b>3,000.00</b>		<b>3,000</b>	
440						
441	<b>SUBTOTAL MUNICIPAL EXPENSES</b>	<b>313,715.00</b>	<b>476,117.31</b>		<b>361,770.72</b>	
442						

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
443	<b>Highway Expenses Summer/Winter Combined</b>					
444	<b>Labor and Benefits</b>					
445	Gross Pay (PR)-h		136,905.84		166,000	
446	SS Expense (PR)-h		8,419.99		10,126	
447	Med Ex (PR)-h		2,027.02		2,324	
448	Ret Ex (PR)-h		5,476.25		6,474	
449	Part-Time Labor -h		-		-	
450	Health Insurance		23,626.15		34,655	
451	Reimburs. by employees		-		-	
452	Dental Insurance		705.06		-	
453	Drug & Alcohol Testing & DOT physicals	500	-		500	
454	Unemployment		-		-	
455	Training		-		-	
456	Protective equipment/personal supplies		723.02		1,000	
457	<b>TOTAL Labor and Benefits</b>	<b>209,800</b>	<b>177,883.33</b>		<b>221,079</b>	
458						
459	<b>Materials</b>					
460	Salt	65,000	75,621.52		78,000	
461	Sand	50,000	49,790.00		60,000	
462	Crushed Stone	75,000	58,005.91		80,000	
463	Chloride	20,000	3,870.00		20,000	
464	Cold Patch & Hot Mix	1,000	315.90		1,000	
465	Culverts & Headwalls	10,000	-		10,000	
466	Bandrail	12,000	2,350.00		12,000	
467	Signs, Snow Fence & Posts	8,500	151.35		11,000	
468	Misc	800	2,096.55		800	
469	<b>TOTAL Materials</b>	<b>242,300.00</b>	<b>192,201.23</b>		<b>272,800</b>	
470						
471	<b>Equipment</b>					
472	Diesel	43,000	39,625.70		47,000	
473	Diesel Exhaust Fluid	0	-		1,500	
474	Equipment Repair (Parts & Labor)	42,000	29,375.66		42,000	
475	Oil, Grease, Tools	18,000	13,743.22		20,000	
476	Tires & Chains	10,000	7,546.82		12,000	
477	Blades, Shoes & Rake Teeth	10,000	644.10		10,000	
478	Rented Equipment	14,500	3,131.25		11,000	
479	Radios & Cellphones	7,400	1,212.89		600	
480	Truck body	0	-		-	
481	New truck(s)	185,000	182,021.00		200,000	
482	New equipment (computer)	0	2,234.50		-	
483	<b>TOTAL Equipment</b>	<b>329,900</b>	<b>279,535.14</b>		<b>344,100</b>	
484						
485	<b>Garage Building</b>					
486	Garage Utilities	4,000	1,973.53		4,000	
487	Garage Bldg&Grounds Maint	20,000	10,984.06		20,000	
488	Garage Fuel Oil	6,000	6,056.45		6,000	
489	<b>TOTAL Garage Building</b>	<b>30,000</b>	<b>19,014.04</b>		<b>30,000</b>	
490						

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
491	<b>Insurance</b>					
492	Property & Liability Insurance	14,177	14,177.00		15,238	
493	WC Insurance	9,108	9,108.00		10,445	
494	Unemployment Insurance	1,938	1,938.00		998	
495	<b>TOTAL Insurance</b>	<b>25,223.00</b>	<b>25,223.00</b>		<b>26,681</b>	
496						
497						
498	<b>Contracts</b>					
499	Roadside mowing	25,000	11,362.69		25,000	
500	Paving	20,000				
501	Crack Sealing	12,000			20,000	
502	School Plowing	3,500	3,500.00		3,500	
503	<b>TOTAL Contracts</b>	<b>60,500.00</b>	<b>14,862.69</b>		<b>48,500.00</b>	
504						
505	<b>Highway Special Projects</b>					
506	Bridge #34 Barber Hill				275,000	
507	Ledge Removal				0	
508	Labounty Rd. Intersection				0	
509	Sessions Meadow Rd. Project	100,000	18,880.32		81,120	
510	Bridge #5 Teago	275,000	7,400.00			
511	Road Surface/Culvert Inventory		5,400.00			
512	Ditching	2,000				
513	<b>TOTAL Highway Special Projects</b>	<b>377,000.00</b>	<b>31,680.32</b>		<b>356,119.68</b>	
514						
515						
516						
517	<b>Reserve Accounts</b>					
518	Equipment Reserve fund	-	0.00		130,000	
519	Bridge Reserve Fund	-	0.00		-	
520	Undesignated Highway Reserve	-	0.00		-	
521	<b>TOTAL Reserve Accounts</b>	<b>-</b>	<b>0.00</b>		<b>130,000.00</b>	
522						
523	<b>Emergency Highway Repairs</b>					
524	<b>TS Irene</b>					
525	Town employee labor					
526	Town SS & Medicare					
527	Contracted labor & equip.					
528	Materials					
529	Admin, food & water					
530	Loan Repayment					
531	Loan interest					
532	Metevier Project					
533	<b>Total TS Irene</b>	<b>0</b>				
534						
535	<b>DR 4140 July 2013 Storms</b>	<b>0</b>	11,931.31		60,000	
536						
537	<b>TOTAL Emergency Highway repairs</b>	<b>-</b>	<b>11,931.31</b>		<b>60,000</b>	
538						
539						
540	<b>SUBTOTAL HIGHWAY EXPENSES</b>	<b>1,274,723.00</b>	<b>752,331.06</b>		<b>1,489,279.68</b>	

	A	B	C	D	E	F
1	<b>Jan - Dec 2014 DRAFT Budget</b>					
2	<b>DRAFT BUDGET</b>	<b>2013 Budget</b>	<b>Actual as of 12/31/2013</b>		<b>LAMSON DRAFT 1/9/14 Jan - Dec. 2014 Budget</b>	
541						
542						
543	<b>SUMMARY</b>					
544	<b>Municipal Expenses</b>					
545	Town clerk payroll & expense	29,725.00	31,065.11		37,394	
546	Town treasurer payroll & expense	25,500.00	23,200.68		24,130	
547	Listers & reappraisal	7,200.00	4,214.93		11,000	
548	OthOfficers&Ex	42,763.00	45,258.45		16,508	
549	Mun Office	65,090.00	61,390.57		16,395	
550	Gen Exp	33,982.00	54,093.55		9,332	
551	Emergency Services	281,912.00	155,736.04		153,263	
552	Extraordinary Exp	11,260.00	11,566.05		3,000	
553	Voted Approp.	48,614.00	48,614.00		48,564	
554	Assessments	32,174.00	28,227.09		29,033	
555	Town Hall	14,407.00	9,750.84		10,152	
556	Municipal Special Projects	3,000.00	3,000.00		3,000	
557	<b>Subtotal Municipal Expenses</b>	<b>595,627.00</b>	<b>476,117.31</b>		<b>361,771</b>	
558						
559	<b>Highway Expenses</b>					
560	Labor and Benefits	209,800.00	177,883.33		221,079	
561	Materials	242,300.00	192,201.23		272,800	
562	Equipment	329,900.00	279,535.14		344,100	
563	Garage Building	30,000.00	19,014.04		30,000	
564	Insurance	25,223.00	25,223.00		26,681	
565	Contracts	60,500.00	14,862.69		48,500	
566	Highway Special Projects	377,000.00	31,680.32		356,120	
567	Reserve Accounts	0.00	0.00		130,000	
568	Emergency Highway Repairs	0.00	11,931.31		60,000	
569	<b>Subtotal Highway Expenses</b>	<b>1,274,723.00</b>	<b>752,331.06</b>		<b>1,489,280</b>	
570						
571	<b>Grand Total Expenses</b>	<b>1,870,350.00</b>	<b>1,228,448.37</b>		<b>1,851,050</b>	
572						
573						
574	<b>Receipts</b>					
575	Other Tax	307,350.00	306,214.68		292,172	
576	Penalties & Interest-Taxes	19,511.00	12,448.00		10,000	
577	Income Accts	14,590.00	13,854.31		12,175	
578	Town Permits	2,400.00	1,197.80		1,550	
579	Misc. Income	0.00	10,712.51		-	
580	ES Income	0.00	500.00		-	
581	State Funds & Other Grants	429,205.00	163,960.33		321,800	
582	Loans & Reimbursements	150,000.00	191,321.90		60,000	
583	Transfers	100,031.00	100,000.00		306,090	
584	Cemetery Income or Transfer from CD	0.00	2,750.00		-	
585	<b>TOTAL INCOME without net taxes</b>	<b>1,023,087.00</b>	<b>802,959.53</b>		<b>1,003,787</b>	
586	Net taxes current year	847,263.00	834,134.30		847,263	(0.40)
587	<b>TOTAL INCOME with net taxes</b>	<b>1,870,350.00</b>	<b>1,637,093.83</b>		<b>1,851,050</b>	
588						
589	<b>Gain/Loss</b>	-	408,645.46		-	

**Pomfret Roadside Mowing Comparisons**

2013 ROADSIDE MOWING				
E911 Name	TH	Total Length	Miles mowed by Synder Contract 2013	Miles Mowed by Kevin Sawyer 2013
A-Frame Rd	21	0.24	0.24	
Allen Hill Rd	7	4.31		4.31
Austin Rd	54	0.06		
Barber Hill Rd	5	1.41	1.41	
Bartlett Brook	38,39	2.41		2.41
Bernard Rd	34	0.15		0.15
Blackmer Rd	10	1.12		1.12
Broad Brook F	56	1.3		1.3
Bunker Hill Rd	29,6	2.3	2.3	
Caper St	13	1.49		1.49
Cherry Hill Rd	14	0.56		0.56
Clay Rd	6	0.67	0.67	
Clifford Rd	55	0.15		0.15
Cloudland Rd	5,37	4.49	4.49	
Dana Rd	28	0.98	0.98	
Freeman Rd	15	0.45	0.45	
Galaxy Hill Rd	31,6	1.4	1.4	
Granite Ledge	43	0.24	0.24	
Graves Rd	19	0.62	0.62	
Gully Rd	53	0.33		
Handy Rd	19	0.58	0.58	
Hewitt Hill Rd	24	1.03		1.03
Hidden Ridge	24	0.5		0.5
High Pastures	50	1.77	1.77	
Howe Hill Rd	3	1.77		
Joe Ranger R	32	1.75	1.75	
Johnson Rd	26	1.1		1.1
Kenyon Hill R	17	0.59	0.59	
Labounty Rd	11	0.75		0.75
Library St	60	0.06		
Maxham Rd	46	0.37	0.37	
Mill Brook Rd	16	0.22		0.22
Old Kings Hw	6	1.68	1.68	
Pomfret Rd	1	10.15		
River Rd	51	0.5	0.5	
Rudge Rd	41	0.3	0.3	
Sessions Mea	42	1.02	1.02	
Skyline Dr	22	1.82		1.82
Spaulding Ln	45	0.16	0.16	
Stage Rd	2	2.73		
Starbuck Rd	23	0.58	0.58	
Sugarbush Fa	44	0.62	0.62	
Sugarhouse F	20	1.08	1.08	
Thistle Hill Rd	52	0.32	0.32	
Twin Pond Rd	57	0.32		0.32
Wayside Rd	48	0.36		
Webster Hill F	11,35	2.72		2.72
White River L	18	0.32	0.32	
Wild Apple Rd	33	2.41		2.41
Windy Ln	25	0.14		0.14
		62.4		
	Class3 mowed		24.44	22.5
	Class 2 mowed		14.65	
	Total miles mowed		39.09	22.5
			61.59	



**Pomfret Roadside Mowing Comparisons**

Kevin Sawyer Mowing 2013		Hrs.	Purchase price	Year	5% inflation
1-Aug	Maintenance tractor/mower	4		2013	\$ 98,000
2-Aug	Maintenance tractor/mower	7		2014	\$ 102,900
3-Aug	Maintenance tractor/mower	8		2015	\$ 108,045
4-Aug	Maintenance tractor/mower	3		2016	\$ 113,447
5-Aug	Maintenance tractor/mower	2		2017	\$ 119,120
6-Aug	Maintenance tractor/mower	3		2018	\$ 125,076
14-Aug	Maintenance tractor/mower	2		2019	\$ 131,329
16-Aug	Maintenance tractor/mower	4		2020	\$ 137,896
19-Aug	Maintenance tractor/mower	8		2021	\$ 144,791
20-Aug	Maintenance tractor/mower	2		2022	\$ 152,030
22-Aug	Maintenance tractor/mower	3		2023	\$ 159,632
23-Aug	Maintenance tractor/mower	1		2024	\$ 167,613
			47	2025	\$ 175,994
5-Aug	Mow	8		2026	\$ 184,794
6-Aug	mow	5		2027	\$ 194,033
7-Aug	Mow	8		2028	\$ 203,735
8-Aug	Mow	8		2029	\$ 213,922
9-Aug	Mow	8		2030	\$ 224,618
12-Aug	Mow	8		2031	\$ 235,849
13-Aug	Mow	8		2032	\$ 247,641
14-Aug	Mow	6		2033	\$ 260,023
15-Aug	Mow	8			
16-Aug	Mow	4	Annual reserve needed		\$ 13,001
20-Aug	Mow	6			
21-Aug	Mow	6			
22-Aug	Mow	5			
23-Aug	Mow	7			
30-Aug	Mow	3			
			98		
	Total hours for Kevin Sawyer	145			

DRAFT SELECTBOARD REPORT 2013

Kevin Lessard resigned from the selectboard on September 5. Kevin Geiger was appointed to the selectboard and served until Michael Reese was elected at a special town meeting on November 5. We hired Arthur Lewin, Sr. as road foreman and Jeff Robinson as highway crew member after A. J. Lewin and Jim Potter resigned in May and June, respectively.

On July 2, a heavy thunderstorm did considerable damage to Pomfret Road and several Class 3 roads. The large culvert at 7090 Pomfret Road was completely undermined. Thanks to the heroic efforts of the fire department, several volunteers and Kevin Sawyer on the highway crew, Pomfret Road was closed for only 2 hours. The storm was eventually declared as a Federal disaster and we received \$29,443.76 from FEMA for repairs to Galaxy Hill Road, Clifford Road and Cloudland Road. We expect to receive an additional \$5,888.75 from FEMA for those repairs. We have been approved for \$60,000 to cover the costs of repairing Pomfret Road which will include rebuilding shoulders, repairing stream bank erosion at 7656 Pomfret Road and replacing the 4-ft culvert at 7090 Pomfret Road. The work on Pomfret Road will be completed by September 1, 2014.

On November 26 the town received the final payment of \$14,302.07 from FEMA for Tropical Storm Irene recovery work that we did in 2011 and 2012. We received a total of \$996,765.89 from FEMA for this disaster. We have installed a generator and radio base station at the town office to make it ready to be used as an emergency operations center during emergencies. These improvements were partially funded with grants from FEMA.

After nearly a year of negotiations, on August 30 a warranty deed was filed with town clerk that released the town from any obligations associated with the maintenance of the bridge and road to the McCosker property at 2286 Pomfret Road.

We decided not to replace Bridge #5 near Teago general store. After spending \$7400 on a feasibility study and stream measurements and holding a public meeting, DEC denied our request to lower the stream channel. Without lowering the stream channel, the new bridge would have raised the highway 3 feet, which we felt was unacceptable.

Green Mountain Roads from Irasburg, VT mowed the roadsides on all our Class 2 highways (14 miles) and 24 miles of Class 3 highways. Thanks to efforts of the highway crew and Doug Tuthill, our mower was repaired and Kevin Sawyer used it to mow the roadsides on the remaining 24 miles of Class 3 highways. The selectboard asked Alan Graham to take the lead to form an ad hoc committee to develop a town roadside vegetation management policy.

We passed a revised dog ordinance which went into effect in February. Jon Fredholm was appointed as constable and enforced the dog ordinance by issuing several \$100 citations to owners of unlicensed dogs.

We made improvements to the highway garage to bring it into compliance with DEC waste handling regulations and address several safety hazards.

We started making audio recordings of selectboard meetings in April. The recordings are posted on the town web site.

We negotiated a contract with Dead River as the supplier for heating oil, propane and service for the 2014 calendar year for all town buildings, the fire stations and library.

We received two grants from the Better Backroads Program: \$4000 to conduct road surface and culvert inventories and \$10,000 to make improvements to Cloudland Road near Cloudland Farm.

We wish to express the sincere appreciation of the Selectboard and all townspeople to the many volunteers of the Fire Departments and Fast Squad for your dedication and service to the Town of Pomfret.

Respectfully submitted January 6, 2014

Pomfret Selectboard

Michael Reese, Chair  
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Sessions Meadow Project \$100,000

Description

2.5 miles of class 3 highway  
from Hartford and Woodtsock town lines  
includes 0.25 mi. of Granite Ledge Road

Lay down road fabric and cover with 12 inches of hardpack

Materials

2.5 mi. of road fabric - on hand

Hardpack

20 ft. wide x 12 in. thick = 20 cu. ft. per foot of road treated

$2.5 \text{ mi.} = 5280 \times 2.5 = 13,206 \text{ ft}$

$13,206 \text{ ft.} \times 20 \text{ cf/ft.} = 264,128 \text{ cf}$  needed to treat 2.5 mi.

Hardpack costs \$0.37/cf delivered on site

$264,128 \times \$0.37 = \$97,724.40$

To: Pomfret Selectboard  
From: Sherman Kent  
Re: Town goals for 2014  
Date 1/13/2014

Before starting with the numbers, I think it wise to preamble what we are aiming for- some broad goals that will be pursued during 2014. These goals will impact the budget, often very directly as fiscal spending and constraints will be guided by our overall targets.

What are the goals and objectives for FY 2014 in the Town of Pomfret?

Trying to arrive at a handful of important directional threads is a worthy exercise by not just a few, but as many of the Town's citizens as can be brought into this important exercise. I, for one, am sure that the following will not be on everyone's list. I welcome additional thoughts and am willing to be convinced that some ideas I put forth are perhaps lower priority, or worthy of combination with broader goals. Here are a few that come to my mind:

1. I would place a high value on the Town having the resources/training/skills to fiscally manage its affairs. A chart of accounts that is simple, straightforward and effective will facilitate/enable decision makers as well as the lay public to understand budget choices. This goal includes training of staff to gather information and present information. It means having the proper equipment to efficiently gather and distribute financial reports. If we fail at this task, the budgeting exercise proves fruitless.

2. A second goal would be to equip Town employees with training and computer resources to manage their respective areas of interest. The world clearly understands that computers make a difference- they save time, they store data, they present organized and clear pictures of what has been done and what needs to be done. We should adequately meet the computer needs of the Town. As always caution should be taken to not go overboard.

3. A third goal would be safe roads. Safety requires a high priority to ensure not only passable roads, but safe ones.. The miles of Town roads in Pomfret do not markedly change, year to year. We should well understand what is needed to maintain them at a given, acceptable level. Weather issues can throw a huge monkey wrench into this calculus. A plan for how we meet the unexpected should be fully discussed and understood. Contingencies may not require vast amounts of supplies, rather they might require modest insurance that will help provide necessary supplies. That is the role of insurance.

4. Fourth- Recommended by our professional auditors and accepted by all in the Town is the need for clear, fair personnel policies. There should be recommendations for access to health and other benefits, for salary issues, for measuring staff performance etc. With

staff salaries often a significant percentage of Town annual expenditure the policy must recognize the long term impact on Town finances.

5. A fifth goal is to create reserves that will accumulate significant funds for significant capital needs. I believe that reserves should be identified for very major purchases that will occur due to depreciation of existing hardware. I do not believe in a reserve for everything, believing that such will unnecessarily diminish the role of a frugal and wise decision maker.

6. Although there are probably many more, I would wrap up my list of goals with one that directs attention to keeping our taxes from running away. We treasure the demographic mix of Vermonters living in Pomfret. The tax burden must be controlled to insure that all citizens have the opportunity to live in this very special place. Annual taxes should not rise over a 3% year to year.

To: Michael Reese, Neil Lamson, Mark Warner  
From: Sherman Kent  
RE: Pomfret Budget for FY/CY 2014  
Date: 1-13-2014

I know that you are working on a new draft budget proposal for presentation next Wednesday. Here are some observations/suggestions that I hope you will consider.

The budget process will continue to be difficult, if not impossible, until that time when it is decided what amount to budget for Total Income w/o Net Taxes. This figure has been a moving target for some time. I propose we start with establishing a figure.

The Lamson Draft dated 1/6/2014 identifies a total FY 2014 income w/o taxes of \$687,759. The actual net taxes to the Town for FY 2013 were \$834,134.30 (line D13 in the Lamson draft). We seek a goal of taxes no more than  $1.03 \times 834,134$  i.e. \$859,158. Lets make this the solid figure.

Expenses should be limited to Total Income w/o taxes plus the Tax revenue above (\$859,158). Therefore expenditures need to be limited to  $\$687,759 + \$859,158$  or \$1,546,917. A worthy target for our work today.

I strongly urge that we use surplus 2013 funds with great caution. Let us not kid ourselves, a similar surplus likely will not be available a year from now as we ponder a budget for 2015. We are putting off the inevitable by directing the surplus to ease us from tough decisions that will need to be made at some point. Note: You will see that I have made limited use of the surplus funds. I think it fully justified to use the surplus to pay the \$15K for the Town Hall roof. There were funds in 2013 to pay this expense. The fact that the project was delayed into 2014 and that the funds were not used justifies their use for 2014. Those funds are part of the 2013 surplus.

1.-What are some broad goals that we should support? 2.-What are some tasks that can be accomplished by volunteers with little budgetary impact? 3. What can be eliminated because it is not a priority at this time?

Broad goals to support

- ❖ Fiscal Clarity. Add \$10K for Municipal accountant (under the direction of the Selectboard with help from the ad hoc volunteer committee) to provide new chart of accounts. Additionally facilitate reports to Selectboard meetings & annual meeting using the new NEMRC software package. Also oversee the budget process (something done by Neil Lamson in 2013).
- ❖ Support the maintenance of safe roads – Use surplus funds if necessary to purchase salt, sand, crushed stone etc if severe weather conditions require it. I have reduced the budget for these supplies by \$27,800. Leaving a figure still \$52K+ above what was actually used in 2013..

- ❖ Institute a Personnel Policy as recommended by the professional auditors. Then review personnel issues and if necessary install retroactive adjustments. I have estimated that these adjustments might well be in the range of \$5,000 saved.
- ❖ Support Reserve Accounts for major capital purchases. These will establish reserves to be used in the future and will reduce spikes to spending. I have added \$40K to Highway Reserve. Also removed \$6 K from Line 215, Communications Equipment Reserve- Too small.

Shift expenses to volunteer groups or use specified trust funds.

- ❖ The prime example is in the upgrade of the Town website. Robert Merrill has offered his services. He is a professional in this realm and should be gratefully welcomed to undertake this task. This is the easiest of decisions, as I mentioned on 1/12/14.
- ❖ Cemetery Maintenance is an area where Town citizens can undertake some chores. Professional help may be needed for skillful repairs to headstones etc. In the latter case for repairs with a lifespan of three years , \$\$ should come from trust funds. Take the shorter term work from the operating budget. \$2,000 can be saved from this line.

Eliminate or reduce expenditures budgeted for the following activities.

- ❖ Tax Mapping should be performed over a two year period. The job is important, but does not need to be completed in one year.
- ❖ Eliminate contract for cloud back up. When the contract is up for renewal in six months, switch to a less costly back-up system.
- ❖ Eliminate petty reserve account. Save reserves for major purchases.
- ❖ Reduce Highway Materials needed for 2014. This of course will be entirely unknown at Budget time. I believe it wise to project a modest increase over 2013 expenses (+/- \$50K). If act(s) of God require additional materials, I suggest that those expense come from 2013 surplus.
- ❖ Remove \$5K from the Garage Building & Grounds Maintenance expense budget. I find it hard to believe that this expense will double from that used in 2013.
- ❖ Remove \$5K from roadside mowing. Nonetheless, this line will almost double what was expended in 2013. RFPs will help reduce this fee through expected competition.
- ❖ Crack sealing has been reduced by \$5K. There were no such expenses in 2013. \$15K should provide a healthy fund to restart the sealing program in 2014.

Two Special circumstances: New Truck and Highway Special Projects.

- ❖ New Truck. Projected net expense of \$147,000. I understand that the sale of two relics will bring the cost of this new vehicle down to this amount. I would propose that an existing Reserve Account be used to partially pay for this vehicle. I believe that \$60K currently is in reserve for precisely this kind of expense. Apply the \$60K reserve and finance the remaining \$87K over two years.

- ❖ Highway Special Projects. Currently budgeted at \$415K. I would suggest that one half of this be deferred to 2015 (\$207,500).

These variances are noted in column D of the spreadsheet attached . The Total savings, use of \$60K Reserve and financing the truck purchase over two year along with dividing Highway Special Projects over two years results in an expense Budget of \$1,431,392. This is well below the threshold initially set out for our target by \$110K +/-.

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2		<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
3	<b>DRAFT BUDGET</b>							
3	Total Expenses	1,217,920.92	1,770,842					
4	Total Income w/o taxes	802,082.52	687,759					
5	<b>Tax Revenue Required</b>	415,838	1,083,083					
6	<b>RECEIPTS</b>							
7								
8	Total taxes assessed							
9	Less school tax to school							
10	Less school tax to state							
11	Total Town assessment							
12	Less current year delinquent							
13	Actual Net taxes to Town	<b>834,134.30</b>	<b>1,083,083</b>					
14								
15	<b>Other Tax</b>							
16	Prior Years Delinquent	36,688.68	30,000					
17	Current Use Reimbursement	262,252.00	255,000					
18	Current Use Penalty							
19	VT State Land in lieu of Taxes	4,172.00	4,172					
20	Appalachian Trail, in Lieu	3,102.00	3,000					
21	<b>TOTAL Other Tax</b>	<b>306,214.68</b>	<b>292,172</b>					
22								
23	<b>Penalties &amp; Interest-Taxes</b>							
24	Interest Current Year	2,175.39						
25	Interest Prior Years	2,343.21						
26	Late Penalty 8% Cur Year	5,190.94						
27	Late Penalty 8% Prior Years	2,572.71						
28	Penalties - late homestead filing							
29	Late Penalty 1% Fee							
30	Interest on taxes							
31	Checking Acct Interest	154.74						
32	<b>TOTAL Penalties &amp; Interest-Taxes</b>	<b>12,436.99</b>	<b>0</b>					
33								
34	<b>Income Accts</b>							
35	Ambulance reimbursements							
36	Recording	8,465.25	9,000					
37	Copying	1,532.06	1,500					
38	Landfill Coupons Rcpts	12,474.00	12,000					
39	Landfill Coupons-Cost	(10,966.00)	-12,000					
40	Marriage-CU License Rcpts	360.00	300					
41	Marriage-CU Licenses-Cost	(245.00)	-300					
42	Dog License Rcpts	2,312.00	2,300					
43	Dog Licenses-Cost	(1,020.00)	-1,000					
44	Liquor License	150.00	185					
45	Auto Reg Fees	36.00	40					
46	Rent Town Hall	50.00	150					
47	<b>Total Income Accts</b>	<b>13,148.31</b>	<b>12,175</b>					
48								

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
49	<b>Town Permits</b>							
50	Access	50.00	50					
51	Building	612.80	700					
52	Excess Weight	350.00	350					
53	Ridgeline	-	250					
54	Zoning Subdivision	185.00	200					
55	<b>Total Town Permits</b>	<b>1,197.80</b>	<b>1,550</b>					
56								
57	<b>Misc. Income</b>							
58	Donations	7,650.00						
59	Metivier Escrow Account	-						
60	Misc. Highway	1,823.82						
61	Misc Selectmen	1.77						
62	Misc. Town Clerk	8.92						
63	WC Reimbursement	1,228.00						
64	<b>TOTAL Misc. Income</b>	<b>10,712.51</b>						
65								
66	<b>Emergency Services Income</b>							
67	ES Donations	500.00						
68	Insurance reimbursements							
69	<b>Total ES Income</b>	<b>500.00</b>						
70								
71	<b>State Funds &amp; Other Grants</b>							
72	State Aid - Highways	133,111.90	130,000					
73	State Aid Highways early payment							
74	Paving Grant							
75	Bridge&Culvert Grant		175,000					
76	Traffic Fines	7,685.55	6,000					
77	Municipal Fines	312.50	300					
78	Funds for Reappraisal	5,804.50	5,500					
79	Reimburse Listers	-						
80	Listers Ed Reimb							
81	Crime Victim' Service	77.01						
82	Base station grant	2,513.50						
83	Generator grant	3,900.00						
84	Planning Commision Grant	9,568.00						
85	Preservation Trust							
86	John Moore match for Pres. Trust							
87	FEMA Grant (Fire dept. equipment)							
88	PACIF Equipment Grant	987.37						
89	VBB Grant for Cloudland Road		1,000					
90	VBB Grant for Culvert Inventory	-	4,000					
91	<b>TOTAL State Funds &amp; Other Grants</b>	<b>163,960.33</b>	<b>321,800</b>					
92								

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
93	<b>Loans &amp; Reimbursements</b>							
94	Insurance Reimbursement	92.00						
95	Irene Loan							
96	FEMA Reimbursements TS Irene	161,786.14	60,000					
97	FEMA Reimbursements 2013 Storms	29,443.76						
98	<b>Total Loans &amp; Reimbursements</b>	<b>191,321.90</b>	<b>60,000</b>					
99								
100	<b>Transfers</b>							
101	<b>From cash reserves</b>							
102	Loan proceeds - 3yr amortization							
103	From LaBounty Fund	-	62					
104	From Bridge Fund	-						
105	From Equipment Reserve Fund	100,000.00						
106	From Emergency Services checking acct							
107	From Cemetary checking acct							
108	<b>Total Transfers</b>	<b>100,000.00</b>	<b>62</b>					
109	8. Cemetery Income or Transfer from C	2,750.00						
110								
111	<b>TOTAL INCOME without net taxes</b>	<b>802,242.52</b>	<b>687,759.00</b>					
112	<b>TOTAL INCOME with net taxes</b>	<b>1,636,376.82</b>	<b>1,770,842.00</b>					

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2		<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
113	<b>MUNICIPAL EXPENSES</b>							
114	<b>Clerk</b>							
115	Clerk Sal (PR)	21,000.00	21,630					
116	Clerk Ins	8,394.12	11,929	-5,000	Reduce benefit pkg.			
117	Reimburs. By clerk	166.67						
118	Clerk Asst	102.00	500					
119	Clerk Gen Ex	380.45	35					
120	Land Record Books	1,021.87	700					
121	Book Restoration		1,000					
122	Book Binding		1,600					
123	<b>TOTAL Clerk</b>	<b>31,065.11</b>	<b>37,394</b>					
124								
125	<b>Treasurer</b>							
126	Treas Sal (PR)	21,000.00	21,630					
127	Treas Ins	1,795.66	2,000					
128	Reimburs. By treasurer							
129	Treas Asst		500					
130	Treas Gen Ex	405.02						
131	<b>TOTAL 102 Treasurer</b>	<b>23,200.68</b>	<b>24,130</b>					
132								
133	<b>Listers</b>							
134	Listers Payroll (PR)	3,519.00	6,200					
135	Listers Gen Exp	515.93	500					
136	Tax Mapping (software/training)		5,000	-2,500	Split over 2 yrs.			
137	Listers Ed	180.00	500					
138	Reappraisal Ex - Gen							
139	Reappraisal Ex- PR (PR)							
140	<b>TOTAL Listers</b>	<b>4,214.93</b>	<b>12,200</b>					
141								
142	<b>Other Officers&amp;Expenses</b>							
143	<b>Board of Selectmen</b>							
144	Regular selectboard members	2,833.30	3,000					
145	SB Admin assistant	6,950.00						
146	SB Admin assistant exp.	669.19						
147	Recording Secretary		2,000					
148	Selectboard expenses	1,036.39	500					
149	Board of Auditors	7,498.20	5,500					
150	Board of Auditors Gen. Exp.	1,036.36						
151	Constable	1,452.05	1,500					
152	Delinquent Tax Collector	1,561.76	2,500					
153	Zoning Administrator	2,280.00	3,000					
154	ZBA & Admin Expenses		300					
155	Planning Comm Expenses		500					
156	Planning Comm Special Projects	10,537.25	4,500					
157	Town's Cost SS & Med (PR)	4,652.74	206					
158	Workers Comp		2,852					
159	Public Officials Liab Ins & Bonds	3,733.00	1,150					
160	Town's Cost Retirement	1,018.21						
161	Bond							
162	<b>TOTAL Other Officers&amp;Expenses</b>	<b>45,258.45</b>	<b>27,508</b>					

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
163								
164	<b>Municipal Office</b>							
165	Insurance	2,228.00	2,195					
166	Electricity	1,246.60	1,300					
167	Propane	1,386.66	2,000					
168	Telephone-Internet	1,656.99	2,000					
169	Postage & Envelopes	1,817.15	1,500					
170	Town Officers Supplies	1,479.11	1,500					
171	Cleaning	550.00	700					
172	Building Maintenance	557.10	700					
173	Computer Support/Backup	7,876.63						
174	Computer IT	9,860.34						
175	New computer Equip.	10,911.29						
176	New PC (auditors/listers)		1,000					
177	Other new equipment (copier lease)	1,435.75						
178	New laptop PC (listers)							
179	NEMRC support		550					
180	Proval		1,650					
181	Office 365 software		1,254					
182	Cloud backup & Support		7,200	-3,150	end contract 6/14- begin lower cost process			
183	Maine Host (web site)		300					
184	Godaddy		20					
185	New Web site							
186	Professional Audit	20,300.00						
187	Mold Removal							
188	Misc Mun Office Exp	84.95	200					
189	<b>TOTAL Municipal Office</b>	<b>61,390.57</b>	<b>24,069</b>					
190								
191	<b>General Expenses</b>							
192	Town Reports	817.20	1,000					
193	Notices	278.18	300					
194	Grounds Maint	950.00	1,400					
195	Brick Bldg Exp	1,474.38	1,500					
196	Town buildings reserve	25,000.00						
197	Educational Conferences	1,948.00	1,500					
198	911 Signs & Posts		100					
199	LaBounty Funds dispersed		32					
200	Misc Gen Exp	50.00	500					
201	Tax Abatement Expense	21,075.79						
202	Cemetery Maintenance	2,500.00	5,000	-2,000	Use trust fund resources			
203	Undesignated Municipal Reserve							
204	<b>TOTAL General Expenses</b>	<b>54,093.55</b>	<b>11,332</b>					

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
205								
206	<b>Emergency services</b>							
207	FD Operating Expenses	457.82						
208	Fire Equipment Reserves	42,500.00	42,500					
209	Fast Squad Operating Expenses	3,990.64	4,000					
210	Fast Squad Equipment Reserve	4,400.00	4,400					
211	Insurance FD & FS	3,188.00	16,000					
212	Sheriffs Patrol	18,651.50	22,000					
213	Ambulance Service	25,312.00	26,000					
214	Communication Supplies	338.18	500					
215	Communications Equipment Reserve	6,000.00	6,000	-6,000	Question need for two reserve funds here; too small			
216	Command Ctr	12,378.56						
217	Unpaid Ambulance Bills							
218	SCBA & Gas Meter							
219	SCBA/PPE Reserve							
220	Training	483.54	1,500					
221	Building Maint.	741.32	750					
222	Supplies	360.72	500					
223	Vehicle Maint/Fuel	4,345.27	5,000					
224	Emergency Reporting	1,416.00	1,500					
225	Administration	275.32	1,000					
226	Utilities	16,460.40	15,000					
227	Equipment (hose etc.)	1,721.30	1,500					
228	Turnout Gear	1,593.02	5,000					
229	Membership Subscriptions	595.00	650					
230	<b>Total Emergency Services</b>	<b>145,208.59</b>	<b>153,800</b>					
231								
232	<b>Extraordinary Expenses</b>							
233	Tax Rebates							
234	Legal & Professional Fees	1,776.05	5,000	10,000	10K to hire municipal accountant			
235	Insurance Claims							
236	Elected Auditors Consulting Fee		1,000	-1,000				
237	Town Treasurer Consulting Fee		1,000	-1,000				
238	bank loan/loan fee							
239	Renovation loan repayment	25.00						
240	McCosker Bridge Settlement	9,765.00						
241	<b>Total Extraordinary Expenses</b>	<b>11,566.05</b>	<b>7,000</b>					
242								
243	<b>Voted Appropriations</b>							
244	Abbott	36,935.00	36,935					
245	Wdstck Visiting Nurse	3,950.00	3,950					
246	Mental Health HCRS	979.00	979					
247	Council on Aging (Thompson Center)	2,500.00	2,500					
248	Woodstock Area Job Bank	300.00	300					
249	Ottauquechee Comm. Partnership	2,500.00	2,500					
250	Spectrum Teen center	500.00	500					
251	HIRS							
252	Pentangle	950.00	900					
253	<b>TOTAL Voted Appropriations</b>	<b>48,614.00</b>	<b>48,564</b>					
254								

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
255	<b>Assessments</b>							
256	Windsor County Tax	13,964.49	14,000					
257	Waste Management	11,435.60	12,000					
258	VLCT Dues	1,697.00	1,867					
259	Two Rivers	1,130.00	1,166					
260	<b>TOTAL Assessments</b>	<b>28,227.09</b>	<b>29,033</b>					
261								
262	<b>Town Hall</b>							
263	Fuel Oil	4,796.33	3,500					
264	Electricity	1,035.56	1,000					
265	Insurance	3,557.00	3,452					
266	Propane	63.85	100					
267	Misc & Cleaning	75.00	100					
268	Repairs & Maintenance	223.10	2,000					
269	<b>TOTAL Town Hall</b>	<b>9,750.84</b>	<b>10,152</b>					
270								
271	<b>Municipal Special Projects</b>							
272	Abbott Building Reserve Fund	3,000.00	3,000					
273	Town Hall Roof		15,000	-15,000	Fund via 2013 surplus			
274	Town Hall Sound System		2,500					
275	Town office improvements							
276	Parcel map							
277	<b>Total Municipal Special Projects</b>	<b>3,000.00</b>	<b>20,500</b>					
278								
279	<b>SUBTOTAL MUNICIPAL EXPENSES</b>	<b>465,589.86</b>	<b>405,682.00</b>					
280								

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
2	<b>DRAFT BUDGET</b>	<b>Actual as of 12/31/2013</b>	<b>Lamson Draft 2014 Budget 1/6/2014</b>	<b>Variances suggested by S. Kent 1-13-14</b>				
281	<b>Highway Expenses Summer/Winter Combined</b>							
282	<b>Labor and Benefits</b>							
283	Gross Pay (PR)-h	137,072.50	166,000					
284	SS Expense (PR)-h	9,022.70	10,126					
285	Med Ex (PR)-h	2,092.28	2,324					
286	Ret Ex (PR)-h	5,476.25	6,474					
287	Part-Time Labor -h	-						
288	Health Insurance	23,626.15	34,655					
289	Reimburs. by employees	-						
290	Dental Insurance	705.06						
291	Drug & Alcohol Testing & DOT physicals	-	500					
292	Unemployment	-						
293	Training	-						
294	Protective equipment/personal supplies	723.02	1,000					
295	<b>TOTAL Labor and Benefits</b>	<b>178,717.96</b>	<b>221,079</b>					
296								
297	<b>Materials</b>							
298	Salt	75,621.52	78,000					
299	Sand	49,790.00	60,000					
300	Crushed Stone	58,005.91	80,000					
301	Chloride	3,870.00	20,000					
302	Cold Patch & Hot Mix	315.90	1,000					
303	Culverts & Headwalls	-	10,000					
304	Bandrail	2,350.00	12,000					
305	Signs, Snow Fence & Posts	151.35	11,000					
306	Misc	2,096.55	800					
307	<b>TOTAL Materials</b>	<b>192,201.23</b>	<b>272,800</b>	-27,800	reduce projected increase by 50%			
308								
309	<b>Equipment</b>							
310	Diesel	39,625.70	47,000					
311	Diesel Exhaust Fluid	-	1,500					
312	Equipment Repair (Parts & Labor)	29,375.66	42,000					
313	Oil, Grease, Tools	13,743.22	20,000					
314	Tires & Chains	7,546.82	12,000					
315	Blades, Shoes & Rake Teeth	644.10	10,000					
316	Rented Equipment	3,131.25	11,000					
317	Radios & Cellphones	1,212.89	600					
318	Truck body	-						
319	New truck(s)	182,021.00	147,000	-103,500	Use reserve & pay over 2 yrs			
320	New equipment (computer)	2,234.50						
321	<b>TOTAL Equipment</b>	<b>279,535.14</b>	<b>291,100</b>					
322								
323	<b>Garage Building</b>							
324	Garage Utilities	1,973.53	4,000					
325	Garage Bldg&Grounds Maint	10,984.06	20,000	-5,000	Reduce projected increase by 50%			
326	Garage Fuel Oil	6,056.45	6,000					
327	<b>TOTAL Garage Building</b>	<b>19,014.04</b>	<b>30,000</b>					
328								

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1	<b>Jan - Dec 2014 DRAFT Budget</b>							
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329	<b>Insurance</b>							
330	Property & Liability Insurance	14,177.00	15,238					
331	WC Insurance	9,108.00	10,445					
332	Unemployment Insurance	1,938.00	998					
333	<b>TOTAL Insurance</b>	<b>25,223.00</b>	<b>26,681</b>					
334								
335								
336	<b>Contracts</b>							
337	Roadside mowing	11,362.69	25,000	-5,000	Reduce through RFP process			
338	Paving							
339	Crack Sealing		20,000	-5,000	Reduce increase by 25%			
340	School Plowing	3,500.00	3,500					
341	<b>TOTAL Contracts</b>	<b>14,862.69</b>	<b>48,500</b>					
342								
343	<b>Highway Special Projects</b>							
344	Bridge #34 Barber Hill		275,000					
345	Ledge Removal		10,000					
346	Labounty Rd. Intersection		50,000					
347	Sessions Meadow Rd. Project	18,880.32	80,000					
348	Bridge #5 Teago	7,400.00						
349	Road Surface/Culvert Inventory	5,400.00						
350	Ditching							
351	<b>TOTAL Highway Special Projects</b>	<b>31,680.32</b>	<b>415,000</b>	-207,500	Slow projects to over 2 yrs.			
352								
353								
354								
355	<b>Reserve Accounts</b>							
356	Equipment Reserve fund	0.00		40,000	Re-fund equipment reserve			
357	Bridge Reserve Fund	0.00						
358	Undesignated Highway Reserve	0.00						
359	<b>TOTAL Reserve Accounts</b>	<b>0.00</b>						
360								
361	<b>Emergency Highway Repairs</b>							
362	<b>TS Irene</b>							
363	Town employee labor							
364	Town SS & Medicare							
365	Contracted labor & equip.							
366	Materials							
367	Admin, food & water							
368	Loan Repayment							
369	Loan interest							
370	Metevier Project							
371	<b>Total TS Irene</b>							
372								
373	<b>DR 4140 July 2013 Storms</b>	<b>11,931.31</b>	<b>60,000</b>					
374								
375	<b>TOTAL Emergency Highway repairs</b>	<b>11,931.31</b>	<b>60,000</b>					
376								
377								
378	<b>SUBTOTAL HIGHWAY EXPENSES</b>	<b>753,165.69</b>	<b>1,365,160.00</b>					

	A	B	C	D	E	F	G	H
1	<b>Jan - Dec 2014 DRAFT Budget</b>							
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379								
380								
381	<b>Total changes proposed</b>			-339,450				
382								
383								
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424						#VALUE!		

# RE: information on Town Office carpet

Mark Warner <Mark.Warner@pomfretvt.us>

Tue 1/14/2014 7:42 AM

To: Lydia Spitzer <designdiscoveryvt@gmail.com>;

Cc: Neil Lamson <Neil.Lamson@pomfretvt.us>; Michael Reese <Michael.Reese@pomfretvt.us>;

Lydia by copy of this email I'm asking the chair to add you to the agenda as early as possible in the evening.

Regards,

Mark C. Warner  
Pomfret Selectboard/EMC  
5218 Pomfret Road  
North Pomfret, VT 05053



Phone: (802) 457-3861  
Cell: (802) 233-4534

[Mark.Warner@PomfretVT.us](mailto:Mark.Warner@PomfretVT.us)  
[www.PomfretVT.us](http://www.PomfretVT.us)  
[www.EveryoneGoesHome.com](http://www.EveryoneGoesHome.com)

*Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

**From:** Lydia Spitzer [mailto:designdiscoveryvt@gmail.com]  
**Sent:** Monday, January 13, 2014 12:52 PM  
**To:** Mark Warner  
**Subject:** information on Town Office carpet

Hi Mark,

I have found a decent price range of carpet options from both Carpet Mill and Home Depot. I hope to have all the samples by this afternoon, and I have worked up an easy-to-read price comparison sheet for you to look at, once I get the rug pad numbers to plug in.

I am attaching to this email two schematics I made to calculate/illustrate the maximum size of the rugs we would need. The first (labeled "2nd") shows a total area of 474 sq. ft., or about 40 square yards, for maximum floor coverage. Individual pieces like this can be turned around, and the two big pieces interchanged, to allow for more even wear.

The second (labeled "3rd") shows it is also possible to shorten the large pieces by 3 feet, to accommodate the width of the black matting already on the floor. That reduces the square yardage to 386, or about 32 square yards. I don't know what difference that reduction will make to the sound absorption -- the mats may be enough to take up the slack.

I investigated a price range from the lowest at \$9.99/sq. yd. to \$24.99 sq. yd., which is nowhere near the highest in Class 1 fire rated carpet. Surprisingly, the people at Home Depot didn't know the fire rating of their samples and they had to inquire. I'm still waiting for documentation of that rating, since it's not printed on the sample.

Home Depot sends carpet out for binding, and they charge an extra \$50 for that in addition to \$2.50 per linear foot. At Carpet Mill they bind the carpet themselves and charge only \$2.00 per linear foot binding fee, so there's a little savings opportunity there.

I hope to have information by this evening about the pricing on underlayment (non-skid) pads that I think will help with the sound issue as well as providing safety.

Let me know when would be a good time to meet with you and Bob and Neil so you what can take a look at what the options are.

--

Lydia Spitzer

**DESIGN DISCOVERY, Inc.**

**[designdiscoveryvt@gmail.com](mailto:designdiscoveryvt@gmail.com)**

734 Galaxy Hill Road  
North Pomfret, VT 05053  
802-457-5876

## WARNING – TOWN MEETING

The legal voters of the Town of Pomfret are hereby warned and notified to meet in the Town Hall in said Town on Tuesday, March 4, 2013, at 9:00 A.M. (Voting by Australian ballot for WUHS budget will be at the Town Hall from 9:00 A.M. to 7:00 P.M.)

1. To elect a Town Moderator for the ensuing year.
2. To elect a Town Clerk for the ensuing year.
3. To act on reports submitted.
4. To elect the following Town officers: Selectboard, 3 yr. term; Treasurer, 1 yr. term; Collector of Delinquent Taxes, 1 yr. term; Cemetery Commissioner, 3 yr. term; Lister, 3 yr. term; Auditor, 3 yr. term; Grand Juror, 1 yr. term; Town Agent, 1 yr. term; Library Trustees, two for 3 yr. terms; and Trustee of Public Funds, 3 yr. term.
5. To see what sum the Town will appropriate the sum of \$36,935 for the Abbott Memorial Library.
6. To see if the Town will appropriate the sum of \$3,950 to support the home health, maternal and child health, and hospice care provided in patients' homes and in community settings by the Visiting Nurse Association & Hospice of VT and NH.
7. To see if the Town will appropriate the sum of \$2,500 to support programming of the Ottauquechee Community Partnership (OCP) and OCP's Mentor and Buddy Program.
8. To see if the Town will appropriate the sum of \$2,500 for the Woodstock Area Council on Aging to run The Thompson Senior Center.
9. To see if the Town will appropriate the sum of \$500.00 for the Spectrum Teen Center.
10. To see if the town will amend the fire equipment capital fund established at the 1994 Town meeting as follows:
  1. Change the name to Fire Apparatus Reserve Fund.
  2. Limit the use of said reserve funds to the acquisition of major fire apparatuses such as fire engines and fire department support vehicles.
  3. Replace the restriction that "money can only be withdrawn by voter approval through a warned article" with "money can only be withdrawn from said fund by including such withdrawals in the annual town budget or by voter approval at a special town meeting."

This fund was created by the motion: "that the Town appropriate the sum of \$5,000 to start a fire equipment capital fund to accumulate monies to be available to assist in future acquisition of needed major equipment" and amended "that money can only be withdrawn by voter approval through a warned article."

11. To see if the town shall establish a fire department equipment reserve account to be used to purchase non-vehicular equipment such as, but not limited to, hose and associated accessories, self-contained breathing apparatuses and other personal protection equipment.
12. To see if the town shall establish a policy that monies in all town reserve funds can only be withdrawn by including such withdrawals in an annual town budget or by voter approval at a special town meeting.
13. To see if the Town will grant the Selectboard the authority to spend unanticipated funds such as grants and gifts.
14. To see if the town will authorize the Selectboard to borrow money, if necessary, for the payment of current expenses of the Town pending receipts of payment of taxes.
15. To see if the Town will vote the budget of \$1,851,050 for town and highway expenses as shown in the town report.
18. To see what sum the Town will vote to raise in taxes. (The sum of \$847,263 as estimated in the Comparative Statement may be altered by actions taken on previous articles.)
19. To see if the Town will have the treasurer collect taxes in two installments August 5th, 2013 and November 4th, 2013. Late payments will be subject to interest of 1% per calendar month or part thereof. All taxes outstanding on November 4<sup>th</sup>, 2013 will be delinquent and subject to a penalty of 8% for the Town.
20. Shall the town vote to adopt a July 1 through June 30 fiscal year, effective for the fiscal year beginning July 1, 2015 as provided by 24 V.S.A. § 1683?
21. Shall the town fill elected town offices by voting by Australian ballot?
20. To do any other proper and necessary business.

Dated at Pomfret, Vermont this 15<sup>th</sup> day of January, 2013.

Michael Reese, Chairman \_\_\_\_\_

Neil Lamson \_\_\_\_\_

Mark C. Warner \_\_\_\_\_

# RE: FEMA grant

Neil Lamson <Neil.Lamson@pomfretvt.us>

Sat 12/14/2013 5:58 AM

To: Michael Reese <Michael.Reese@pomfretvt.us>;

Cc: Mark Warner <Mark.Warner@pomfretvt.us>;

1 attachment

DDIR9.27.13.pdf;

Michael, I have attached the DDIR for the projects on Pomfret Road. Total is \$60,847.05 which is lower than the amount I reported at the sb mtg. My mistake. Basically the DDIRs set the limit for reimbursement of our expenses. After the work is done, we submit our costs to VTrans for approval. For Irene, this went very smoothly and we were reimbursed for everything we spent.

There are 3 projects on Pomfret Rd.: the 4-ft. culvert at 7090, streambank erosion at 7658 and shoulder work between Starbuck Rd. and Labounty Rd. We intend to use a contractor to replace the culvert at 7090 and the town highway crew for the other 2 projects.

I seem to have misplaced the cover letter for the grant application. I will get a copy from VTrans. You can sign the grant application when you return. It should be on the agenda for 1/2/14 sb mtg. Thanks.

Neil Lamson, Pomfret Selectboard Clerk

5218 Pomfret Rd.

No. Pomfret, VT 05053

(802) 698-3507

---

**From:** Michael Reese

**Sent:** Friday, December 13, 2013 5:56 PM

**To:** Neil Lamson

**Subject:** FW: FEMA grant

Neil:

Just following up on this earlier email.

Thanks,

Mike

Michael Reese, Selectboard Chair

5218 Pomfret Road

North Pomfret, VT 05053

Phone: (802) 457-4770 or (802) 457-3861

Michael.Reese@PomfretVT.us

*Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

---

**From:** Michael Reese  
**Sent:** Friday, December 6, 2013 11:35 AM  
**To:** Neil Lamson  
**Subject:** RE: FEMA grant

Can you email me a copy of the DDIR and cover page?

Michael Reese, Selectboard Chair  
5218 Pomfret Road  
North Pomfret, VT 05053

Phone: (802) 457-4770 or (802) 457-3861

Michael.Reese@PomfretVT.us

*Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

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**From:** Neil Lamson  
**Sent:** Friday, December 6, 2013 10:59 AM  
**To:** Michael Reese; Clerk@PomfretVT.us  
**Subject:** RE: FEMA grant

Michael, I have attached my update which I presented Wed. night. It has the approved amounts for both the class 3 highways and Pomfret Road. The subgrant agreement you have is for Pomfret Road. It is a separate agreement because Pomfret Rd. is a federal aid highway. I do have the DDIRs and cover page. If you sign the agreement and give to Lyn, I will coordinate with Lyn and she will mail it out. We usually have Lyn mail these things out so that she can check to make sure it is complete and properly file a copy for our records. Sorry for the confusion. Thanks.

Neil Lamson, Pomfret Selectboard Clerk  
5218 Pomfret Rd.  
No. Pomfret, VT 05053  
(802) 698-3507

---

**From:** Michael Reese  
**Sent:** Friday, December 06, 2013 10:38 AM  
**To:** Neil Lamson  
**Subject:** RE: FEMA grant

Neil:

I just spoke with Tiffany. Could you provide me the cover page for the mailing of the Grant Agreement? Also, there was a DDIR (Detailed Damage Inspection Report) prepared by the state at some point. Do you have that as well?

Finally, what is the estimate of the repair costs and the timeframe for its completion?

Thanks,

Mike

Michael Reese, Selectboard Chair  
5218 Pomfret Road  
North Pomfret, VT 05053

Phone: (802) 457-4770 or (802) 457-3861

Michael.Reese@PomfretVT.us

*Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

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**From:** Neil Lamson  
**Sent:** Wednesday, December 4, 2013 4:06 PM  
**To:** Michael Reese  
**Subject:** RE: FEMA grant

The contact person is Tiffanie Fortier 802.681.3834.

Neil Lamson, Pomfret Selectboard Clerk  
5218 Pomfret Rd.  
No. Pomfret, VT 05053  
(802) 698-3507

---

**From:** Michael Reese  
**Sent:** Wednesday, December 04, 2013 12:56 PM  
**To:** Neil Lamson  
**Subject:** RE: FEMA grant

Is there a contact person with the state (or feds) who administers these grants?

Michael Reese, Selectboard Chair  
5218 Pomfret Road  
North Pomfret, VT 05053

Phone: (802) 457-4770 or (802) 457-3861

Michael.Reese@PomfretVT.us

*Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.*

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**From:** Neil Lamson  
**Sent:** Wednesday, December 4, 2013 11:08 AM

1/15/14

RE: FEMA grant - Michael Reese

**To:** Michael Reese  
**Subject:** FEMA grant

Michael, Please remember to bring to tonight's meeting the FEMA grant agreement which you are reviewing. Thanks.

Neil Lamson, Pomfret Selectboard Clerk  
5218 Pomfret Rd.  
No. Pomfret, VT 05053  
(802) 698-3507

FEMA Update 12/4/2013

**Irene FEMA payments.**

the final payment of \$14,320.07 was deposited on 11/26/2013

Total payments from FEMA = \$996,765.89

**FEMA-4140-DR-VT July Flooding**

Repair work on Galaxy Hill Road, Clifford Road and Cloudland Road

All paperwork has been submitted.

Total expected payment = \$35,332.71

FEMA payment of \$29,443.76 has been processed.

An additional \$5,888.75 payment will be made soon.

**Pomfret Road**

All paper work has been submitted

We are approved for

Repalce culvert at 7090 Pomfret Rd \$40,067.16

Repair streambank erosion at 7656 Pomfret Road \$20,779.89

Repair eroded shoulders \$20,779.89

Total reimbursement expected \$81,626.94



## Detailed Damage Inspection Report

(Title 23, Federal-aid Highways)

Report Number D4-FAS 0166-60		
FHWA Disaster Number VT13-1		
Federal-Aid Route Number FAS 0166		
Applicant State	Pomfret VT	Windsor County
Inspection Date		7/24/2013
Sheet		_____ of _____

**Location**  
Damage is located in Pomfret on FAS 0166, Pomfret Rd (TH 1) at MM 3.68 -8.7  
The embankment wash out can be found near MM

**Damage Description and Dimensions**  
Stormwater washed out road shoulders in multiple locations, and 65' of embankment was undermined along TH 1.

**Scope of Work**  
The shoulder voids will be filled with 3" minus, and the embankment will be armoured with Type IV and Type II stone.

### Cost Estimate

	Description of Work to Date (Equipment, Labor, Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	Subbase	CY	\$30.75	95	\$2,921.25	
	Flaggers	LS	\$19.25	10	\$192.50	
	Traffic Control (5%)	LS	\$155.64	1	\$155.64	
	Mobilization/Demobilization (9%)	LS	\$280.24	1	\$280.24	
Method of Work				Subtotal		
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE		
					Emergency Repair Total	\$3,549.63
Permanent Restoration	Subbase	CY	\$30.75	9	\$276.75	
	Flaggers	HR	\$19.25	80	\$1,540.00	
	Clearing and Grubbing	ACRE	\$36,648.35	0.045	\$1,649.18	
	Unclassified Excavation	CY	\$20.07	87	\$1,746.09	
	Type II Stone	CY	\$32.81	87	\$2,854.47	
	Type IV Stone	CY	\$41.78	154	\$6,434.12	
	Geotextile Fabric	SY	\$1.83	318	\$581.94	
	Traffic Control (5%)	LS	\$725.03	1	\$725.03	
	Mobilization/Demobilization (9%)	LS	\$1,422.68	1	\$1,422.68	
Method of Work				Subtotal	\$17,230.26	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE	\$0.00	
					ROW	
					Permanent Repair Total	\$17,230.26
Environmental Assessment Recommendation					Estimated Total	\$20,779.89
<input checked="" type="checkbox"/> Catl Excl <input type="checkbox"/> EA/EIS <input type="checkbox"/> NR						
Recommendation		FHWA Engineer			Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible						
Concurrence		State Engineer			Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					9/21/13	
Concurrence		Local Agency Representative			Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					9/27/13	



## Detailed Damage Inspection Report

(Title 23, Federal-aid Highways)

Report Number  
D4-FAS 0166-54

FHWA Disaster Number  
VT13-1

Federal-Aid Route Number  
FAS 0166

Applicant Pomfret Windsor  
State VT County

Inspection Date 7/24/2013

Sheet \_\_\_\_\_ of \_\_\_\_\_

Location  
Damage is located in Pomfret on FAS 0166, Pomfret Rd (TH 1) at MM 6.28

Damage Description and Dimensions  
Stormwater surged over and damaged a 4' culvert causing damage to the pipe and the road to be undermined.  
A (28' x 5' x 6') section washout.

Scope of Work  
A study performed on the damaged culvert and it was also determined to be hydraulically inadequate. A 4' diameter corrugated pipe, with 12.6 sq. ft. of waterway is what was recommended.

### Cost Estimate

	Description of Work to Date (Equipment, Labor, Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
Emergency Repair	Subbase	CY	\$30.75	31	\$953.25		
	Traffic Control (5%)	LS	\$47.66	1	\$47.66		
	Mobilization (9%)	LS	\$85.79	1	\$85.79		
Method of Work					Subtotal		
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE		
					Emergency Repair Total	\$1,086.70	
Permanent Restoration	Unclassified Excavation	CY	\$20.07	200		\$4,014.00	
	Subbase of Dense Graded Crushed Stone	CY	\$30.75	54		\$1,660.50	
	Granular Backfill for Structures	CY	\$35.50	150		\$5,325.00	
	Bituminous Concrete Pavement	TON	\$83.28	67		\$5,579.76	
	4" white line	LF	\$0.07	84		\$5.88	
	4" yellow line	LF	\$0.07	84		\$5.88	
	Temporary Traffic Barrier	LF	\$17.10	72		\$1,231.20	
	48" PCCSP	LF	\$167.67	60		\$10,060.20	
	Flaggers	HR	\$19.25	100		\$1,925.00	
	Traffic Control (5%)	LS	\$1,490.37	1		\$1,490.37	
	Mobilization (9%)	LS	\$2,682.67	1		\$2,682.67	
	Method of Work					Subtotal	\$33,980.46
	<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	\$5,000.00
					ROW		
					Permanent Repair Total	\$38,980.46	
Environmental Assessment Recommendation					Estimated Total	\$40,067.16	
<input checked="" type="checkbox"/> CatI Excl <input type="checkbox"/> EA/EIS <input type="checkbox"/> NR					Date		
Recommendation					FHWA Engineer		
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible					Date		
Concurrence					State Engineer		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Date	10/10/13	
Concurrence					Local Agency Representative		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					Date	10/16/13	

Rec 11/8/13

State of Vermont  
Operations Division  
One National Life Drive  
Montpelier, VT 05633-5001  
alec.portalupi@state.vt.us

Agency of Transportation  
Technical Services Section

[phone] 802-279-3447  
[fax] 802-828-2848  
[ttd] 800-253-0191

November 5, 2013

Town Clerk  
Town of Pomfret  
5218 Pomfret Rd  
North Pomfret, Vermont 05053

RE: FHWA ER VT13-1, Flooding Event May 22-26, 2013 and June 25-July 11, 2013

Dear Town Clerk:

There are two sources of federal emergency relief funding for repairs to municipally owned roads and bridges. Relief funding for repairs to highways that are functionally classified as "major collectors" or above (including bridges on these highways) can only come from the Federal Highway Administration (FHWA) Emergency Relief Program (ER Program). Funding for repairs to all other town-owned highways would come from FEMA's Public Assistance Program (PA Program). These two federal disaster-relief programs have some similarities, but they also have some differences in rules and regulations. Attached to this letter is more information related to FHWA's ER Program to assist your community with complying with program requirements so that your community will remain eligible for reimbursement from the FHWA ER Program. We strongly encourage your community to become familiar with the FHWA ER Manual, which is included.

The FHWA ER Program provides for repair and restoration of highway facilities to pre-disaster conditions. Normally, eligible work must be within the right-of-way of the damaged Federal-aid highway. Restoration in kind is the predominate type of repair; adding protective features such as rebuilding roadways at higher elevations or lengthening or raising bridges and adding facilities such as additional lanes or upgrading structures are referred to as betterments and are not generally eligible for ER funding unless individually justified. All repair work is classified as either an emergency repair or a permanent repair. Emergency repairs during and immediately following a disaster to restore essential traffic, to minimize the extent of damage or to protect the remaining facilities can begin immediately following a disaster. These can generally be eligible for 100% federal funding, once available, if done within 180 days of the beginning date of the disaster. Permanent repairs are undertaken to restore the highway to its pre-disaster condition. Permanent repairs and emergency repairs completed after 180 days of the disaster would be eligible for 81.08% federal funding with an 18.92% local share of the eligible costs. There may be an extension of the 180-day limit for emergency work under authorization from Congress.

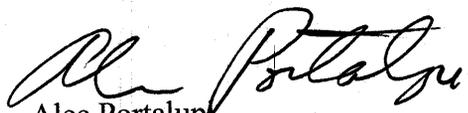
At this point, a Detailed Damage Inspection Report (DDIR) should have been completed by VTrans and you should have been provided a copy. Each DDIR represents a "project" eligible for federal funding. The DDIR clearly delineates if the work is considered to be emergency or permanent; the affected area could actually include both. It is important to understand how your repairs are classified (temporary or permanent) to understand how to proceed.

Attached you will find information related to federal requirements to assist your community with moving forward and ensuring that your emergency project remains eligible for federal aid. It will be imperative that you share this information with any professional consultants you may procure to assist you. You will need to

enter into a grant agreement with the Agency to start this process. I have enclosed the State of Vermont Standard Grant Agreement for the above-referenced federally declared disaster. Please have a town official fill out and sign page 2 of that document and either return it to your VTrans District representative or mail it back to me at the address shown in the letterhead above.

If you have any questions regarding this agreement or anything else related to this grant, please contact me at 802-279-3447 or you can contact your respective VTrans District representative. Thank you.

Sincerely,



Alec Portalupi  
Technical Services Engineer

Enclosure

Standard Grant Agreement

FHWA ER Program Information

**STATE OF VERMONT  
STANDARD GRANT AGREEMENT**

Contract # \_\_\_\_\_  
EA# 0166008&0166009

1. Parties: This is a Grant Agreement for services between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the Town of Pomfret with principal place of business at 5218 Pomfret Rd, North Pomfret, Vermont, 05053 (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. Subject Matter: The subject matter of this Grant is a project under the Federal Highway Emergency Relief Program authorized by 23 U.S.C. § 125 (Emergency relief). Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed the amount for which the project qualifies for participation of federal-aid funds under the 23 U.S.C. § 125 Emergency Relief Program. For any portion of the work qualifying for an 80% federal share rather than a 100% federal share, the Subrecipient will be responsible for payment of an 18.92% match.
4. Grant Term: The period of Subrecipient's performance shall begin on May 22, 2013, and end on December 31, 2016. Unless there is satisfactory justification for project delay to warrant its retention, projects for permanent repairs that have not advanced to construction obligation by September 30, 2015 cannot be authorized. Justification for such delay and request for time extension must be submitted to VTrans for approval. Time extensions are granted by the FHWA in one-year increments.
5. Source of Funds:  
  
CFDA Title: Federal Aid Highway; CFDA Number: 20.205; Award Name FHWA ER Program Grant; Award Number: VT13-1; Award Year: FY 2014; Federal Granting Agency: Federal Highway Administration (FHWA); Research and Development Grant? Yes  No  .
6. Prior Approvals: If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
  - Approval by the Attorney General's Office /is /is not/ required.
7. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
8. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

9. Attachments: This Grant consists of 21 pages including the following attachments which are incorporated herein:

- Attachment A – Description of Project and Scope of Work to be Performed by Subrecipient
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (01/08/2009)
- Attachment D – Other Grant Agreement Provisions
- Attachment E – Special Conditions
- Attachment F – Applicable Standards and Design Criteria
- Attachment G – Personnel Requirements and Conditions
- Attachment H – Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates
- Attachment I – Insurance Certificate
- Attachment J – Federal Funding Accountability and Transparency Act (FFATA) Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

SUBRECIPIENT:  
Town of Pomfret

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael Reese

Title: [Deputy] Secretary of Transportation

Title: Selectboard Chair

Date: \_\_\_\_\_, 20\_\_

Date: 11/20, 20 13

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

**ATTACHMENT A  
DESCRIPTION OF PROJECT  
AND  
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT**

- 1. Information on Disaster.** The work described below is required because of a disaster which occurred between May 22-26, 2013 and June 25- July 11, 2013. The type of the disaster was: [X] flood [ ] other:\_\_\_\_\_.
- 2. Location of Work.** See "Federal Highway Administration Detailed Damage Inspection Report", which is attached hereto and made a part hereof.
- 3. Work to be done:** See "Federal Highway Administration Detailed Damage Inspection Report", which is attached hereto and made a part hereof.
- 4. Detailed cost estimate:** See "Federal Highway Administration Detailed Damage Inspection Report", which is attached hereto and made a part hereof.
- 5. Subrecipient Assumption of Full Responsibility for the Project.** The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.
- 6. Commencement of Work.** Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.
- 7. Federal Environmental Documentation:** As appropriate, the Subrecipient will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).
- 8. Pre-Construction:** Prior to advertising the Project for construction, the Subrecipient will:
  - (a) Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way certification to the State.
  - (b) Review the utility and/or railroad issues for the Project and ensure compliance with all applicable federal and state laws and regulations.
  - (c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements.
  - (d) Ensure that the design meets all applicable standards, codes, and requirements for design and public safety standards.

(e) Ensure structural capacity requirements for all structures are met and that there is adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD).

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

(h) The Subrecipient shall notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.

**9. Project Construction.** Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.

**10. Construction Engineering.** Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.

**11. Project Accounting.** Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

**12. Compliance with FHWA/USDOT Regulations.** Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

**13. Compliance with Federal, State and Local Requirements.** Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.

**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

**17. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

**18. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

**19. Personnel Requirements.** The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

**20. Assignment of State Representative.** The State will assign a representative to act as its Project liaison with the Subrecipient.

**21. Conformance with Standards.** The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

**22. Reviews by the State.** The parties agree that, at the discretion of the State's Program Manager, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

## ATTACHMENT B PAYMENT PROVISIONS

1. The State agrees to compensate the Subrecipient for services performed up to the maximum amount stated in Paragraph 3 of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

See the attached line item budget and budget narrative.

Title: See Application in Attachment A

Subrecipient shall keep the State informed of any delays or progress related to this project not less than monthly until after completion of the project.

Subrecipient must request payment using a written Request for Payment documenting items due and payable to the Subrecipient, accompanied by all supporting documentation.

Upon presentation of properly authorized invoices from the Subrecipient, the State shall pay to the Subrecipient payment or progress payments equal to 100% of approved invoices less the Subrecipient's share. The State's payment, utilizing federal funds, will be as follows: Emergency work performed during the first 180 days after the occurrence of the disaster, may be reimbursed at 100 percent Federal share. During this 180-day period, permanent repair work is reimbursed at normal pro rata share (81.08/18.92) unless it is performed as part of the emergency work. After the 180-day period (and any extension of that period that may be authorized by Congress) all work is at 81.08 percent Federal share and 18.92 percent local share (Subrecipient match) (including the Subrecipient's share). After federal funds have been exhausted, the Subrecipient will be responsible for 100% of remaining costs. The State may retain up to 10% of the total Grant amount prior to final payment. Final payment, including any amount retained, shall be due and payable upon the State's receipt and acceptance of the final completion and acceptance accounting, which shall be submitted to the State within 45 days of the end date of the Grant.

All completed forms should be submitted to:

Name: Alec Portalupi  
Title: Technical Services Engineer  
Division: Operations Division  
Address: Vermont Agency of Transportation  
National Life Building  
One National Life Drive  
Montpelier, VT 05633-5001

The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. **Non-Participating Costs.** Work accomplished by the Subrecipient, and/or its consultant or

contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

**3. Compliance with Vermont Prompt Payment Act.** To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

**5. Payment of Amounts Found Due by Audit.** In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

## **ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

**3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

**4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

**7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

**9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will

submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. **Identity of workers:** ~~The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~
4. **Work Product Ownership:** ~~Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~
5. **Prior Approval/Review of Releases:** ~~Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.~~
6. **Ownership of Equipment:** ~~Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~
7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. **Performance Bond:** ~~The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~
9. **Professional Liability Insurance:** ~~Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant~~

~~agreement, with minimum coverage of \$100,000.00 per occurrence.~~

- 10. Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the **Davis-Bacon Act** (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements
- 11. ~~Health Insurance Privacy & Portability Act:~~** ~~The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~
- 12. Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/2 CFR Part 215 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~
- 13. Requirement to Have a Single Audit:** If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.  
  
The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.  
  
If the subrecipient should spend less than \$500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Manager's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.  
  
The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.
- 14. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
- 15. Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 16. Grant Term:** The Grant term is the period during which grant funds may be expended.

Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.

**17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:**

In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

**18. Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.

**19. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.

**20. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.

**21. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).

**22. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.

**ATTACHMENT E**  
**SPECIAL CONDITIONS**

**(Include Special Conditions here, if none so state)**

**None.**

**ATTACHMENT F**  
**APPLICABLE STANDARDS & DESIGN CRITERIA**

- A. Vermont State Standards for Design
- B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)
- C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- D. VTrans Utilities Manual
- E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual
- F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- G. AASHTO Guide for Design of Pavement Structures
- H. The most recent version of the Highway Capacity Manual
- I. VTrans Hydraulics Manual
- J. The Approved Project Environmental Document
- K. VTrans Structures Manual
- L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- N. AASHTO Specifications for Highway Bridges
- O. VTrans Design Exception Procedure
- P. VTrans Right-of-Way Manual
- Q. VTrans Policy for CADD standards
- R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)

If the Grantee believes that there is a discrepancy in the information contained herein or in the above- listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in its sole discretion, determine which requirement takes precedence.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS**

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

**ATTACHMENT G**  
**PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)**

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

**ATTACHMENT H**  
**REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND**  
**MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES**

Required Submittals: NEPA documentation, ROW Certification, Contract Plans, Specifications and Estimates

Waivers of Standards: None.

**ATTACHMENT I**  
**INSURANCE CERTIFICATE**

**(Insert Subrecipient's Insurance Certificate Here)**

**ATTACHMENT J  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA)  
PROVISIONS**

This grant is funded in whole or in part with Federal funds. Under the provisions of the Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") of 2006 and subsequent 2008 amendments, in those cases where the federal portion of the grant is greater than \$25,000, the grantee shall provide:

A) The Total Compensation and Names of the top five executives if:

- More than 80% of annual gross revenues are from the Federal government and
- Those revenues are greater than \$25 million annually and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) The Legal Name and D-U-N-S® Number on File with the federal Central Contractor Registration <sup>(1)</sup>:

---

Print Legal CCR Name	D-U-N-S® Number <sup>(2)</sup>
----------------------	--------------------------------

(1) The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. FREE registration is available at:  
<http://www.ccr.gov/Default.aspx>.

(2) The D-U-N-S Number is a unique nine-digit identification number assigned and maintained solely by Dun & Bradstreet (D&B). D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government (see # 1 above) for contracts or grants. Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities. Register at:  
[https://eupdate.dnb.com/requestoptions.asp?cm\\_re=HomepageB\\*TopNav\\*DUNSNumberrTab](https://eupdate.dnb.com/requestoptions.asp?cm_re=HomepageB*TopNav*DUNSNumberrTab)

01/08/14  
09:50 am

TOWN OF POMFRET Accounts Payable  
Check Warrant Report # 133 For Fund (General Fund)  
For Check Acct 01 (General Fund) All check #s 12/23/13 To 12/23/13

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
2387	12/23/13	POMFRET ACT 68 INVESTMENT To invest 6/2014 funds 122313	100-6-10-00-300.021 Act 68 Investment Fund	593950.00	8595	12/23/13
Report Total				<u>593950.00</u>		

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 \$ \*\*\*593,950.00  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
Neil Lamson,

\_\_\_\_\_  
Michael Reese

  
\_\_\_\_\_  
Mark Warner

12/23/2013

01/14/14  
12:55 pm

TOWN OF POMFRET Accounts Payable

Page 1  
Treasurer

Check Warrant Report # 141

For checks For Check Acct 01(General Fund) 8634 To 8634 12/31/13 To 12/31/13

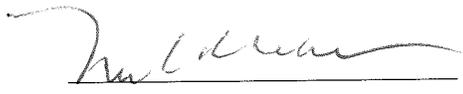
Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
3150	VT EMPLOYEES RETIREMENT SYSTEM 12312013	Add. for Qtr report	19.39	0.00	19.39	8634	12/31/13
Report Total			19.39	0.00	19.39		

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 \$ \*\*\*\*\*19.39  
Let this be your order for the payments of these amounts.

\_\_\_\_\_  
Neil Lamson,

\_\_\_\_\_  
Michael Reese

  
\_\_\_\_\_  
Mark Warner

01/08/14  
01:50 pm

TOWN OF POMFRET Payroll  
Check Warrant Report #140  
Period end date 01/08/14 to 01/08/14

Page 1 of 1  
Treasurer

Employee	Gross	Fringes	Reimburse	FWT	FICA	MEDI	SWT	SDI	Local	Oth Dedu	Net Amt	Elec Amt	Check No
LEWIN, ARTHUR J., SR	2700.50	1102.14	0.00	331.29	167.43	39.16	82.55	0.00	0.00	67.51	2012.56	0.00	8631
ROBINSON, JEFFREY G.	2115.75	1481.37	0.00	389.71	217.77	50.93	117.92	0.00	0.00	52.89	1286.53	0.00	8632
SAWYER, KEVIN A.	2170.00	583.86	0.00	347.93	134.54	31.47	91.32	0.00	0.00	54.25	1510.49	0.00	8633
	6986.25	3167.37	0.00	1068.93	519.74	121.56	291.79	0.00	0.00	174.65	4809.58	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 \$ \*\*4,809.58  
Let this be your order for the payments of these amounts.

Selectboard

Neil Lamson,

Michael S. Reese,



Mark Warner