

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for September 16, 2015 Regular Selectboard Meeting
 7:00pm at the Pomfret Town Offices

Agenda Item	Presenting Individual	Timeframe
1. Call to Order	Chair	7:00pm-
2. Public Comment	Chair	7:00-7:15pm
3. Review of Agenda	Chair	7:20-7:20pm
4. Recurring items, including items for possible vote: a. Review, discussion & approval of September 2 nd (<i>see attached pages 2-4</i>) b. Treasurer's Report i. Warrants for payment a). Accounts Payable (<i>see attached pages 5-7</i>) b). Payroll (Gross: \$5,035.03) c. Road Foreman's Report i. General update ii. Personnel Issues iii. Tractor and Roadside Mower Purchase iv. Pomfret Road Slope Project a. Utility line issues b. Repair and Maintenance Easement c. Request for Proposals v. Mill Brook Bridge repairs vi. State of Vermont Standard Grant Agreement, Agreement # P01614 (paving grant) (<i>see attached pages 8-23</i>)	Chair Treasurer Road Foreman	7:20-7:25pm 7:25-7:30pm 7:30-7:45pm
5. Business items for possible vote: a. Fire truck request for proposal (final draft not ready) b. Administrative assistant job description i. Possible vote on description and timeframe for advertisement c. Consider Approving Release of Town Rights relating to Teago Community Hall (former Grange Hall) Association property (<i>see attached pages 24-27</i>) d. Budget Planning	Chair	7:45-7:50pm 7:50-8:00pm 8:00-8:10pm 8:10-8:20pm
6. Business items for discussion: a. Delinquent tax collection b. Selectboard correspondence c. Next meeting's agenda	Chair	8:20-8:25pm 8:25-8:30pm 8:30-8:35pm
7. Closing public comments & adjournment	Chair	8:35-8:40pm

Town of Pomfret

5218 Pomfret Road
North Pomfret, VT 05053

Draft Minutes of the September 2, 2015 Regular Selectboard Meeting

Present: Eric Chase (Selectboard Member), Phil Dechert (Selectboard Member), Michael Reese (Selectboard Member), Arthur Lewin, Sr. (Road Foreman), Ellen DesMeules (Treasurer), Greg Tuthill, Keith Chase, Ona Chase, Melanie Williams, Sherman Kent, Laura Kent, Emily Grube and Andrew Mann.

1. Call to Order: The Chair called the meeting to order at 7:00pm.
2. Public Comment: Ona Chase noted a grave is being dug up and moved pursuant to request and legal requirements.
3. Review of Agenda: Phil Dechert moved, and Eric Chase seconded, to add the following items to the agenda: 1. Consider authorization of Treasurer to electronically sign certain state grant applications; and 2. Consider issues relating to Pomfret Road slope project utility line and easement. The Board unanimously approved the additions to the agenda.
4. Minutes of Prior Meetings:
 - (a) Phil Dechert moved, and Eric Chase seconded, to approve the draft minutes of the August 5, 2015 meeting. The Board unanimously approved the motion.
 - (b) Eric Chase moved, and Phil Dechert seconded, to approve the draft minutes of the August 18, 2015 meeting. The Board unanimously approved the motion.
 - (c) Phil Dechert moved, and Eric Chase seconded, to approve the draft minutes of the August 19, 2015 meeting. The Board unanimously approved the motion.
5. Treasurer's Report:
 - (a) Warrants for Payment:
 - i. Phil Dechert moved, and Eric Chase seconded, that the Board approve warrant number 15017 in the amount of \$231,227.50. The Board unanimously approved the motion.
 - ii. Michael Reese moved, and Phil Dechert seconded, that the Board approve warrant number 15016 in the amount of \$7,430.16. The Board unanimously approved the motion.
 - (b) State Grant Applications:
 - i. Phil Dechert moved, and Michael Reese seconded, to authorize the Treasurer to submit an electronic signature for the Selectboard and notify the Board with a copy of the documentation when completed.
 - ii. The Treasurer explained the Vermont Department of Taxes is requiring Towns to electronically sign applications for the following non-competitive grants:
 - A. State Payment in Lieu of Property Taxes paid pursuant to 32 V.S.A. Subchapter 4;
 - B. State Payment to Municipalities for Reappraisal Costs under 32 V.S.A. § 4041a;
 - C. Current Use—Hold Harmless paid pursuant to 32 V.S.A. § 3760;
 - D. State Payment to Municipalities for Assistance with Equalization Study pursuant to 32 V.S.A § 5405(f); and
 - E. Lister Education under 32 V.S.A. § 4041a.
 - iii. The Board unanimously approved the motion.

6. Road Foreman's Report:

(a) General Update:

i. Grading: Only roads left to grade are Clifford Road and Cherry Hill. All other roads have been ditched and graded. Ran out of chloride, and a new shipment should arrive tomorrow (9/3/2015).

ii. Scraper Truck:

A. Tie rod fixed.

B. As soon as grading completed, scraper truck will go back over roads to lightly cuff them over and smooth them up.

iii. Widening Roads: Some roads need widening to Town standards to enable proper grading and ditching.

iv. Cut-outs and culvert clean-outs:

A. Road Crew will clean out cut-outs and ends of culverts.

B. Some cut-outs are huge with big piles of eroded material which will be removed. Will be put on road if appropriate or given to neighboring landowner for free fill.

C. Road Foreman will explore options for marking culverts.

D. Board and Road Foreman discussed livestock fencing along roads.

(b) Questionnaire: Road Foreman will answer questions from Sharon Selectboard about access permits.

(c) General Update (continued): Road Commissioner (Michael Reese) sent email to Vermont River Management specialists regarding Mill Brook Bridge deficiencies and a culvert on Wild Apple Road.

(d) Pomfret Road Slope Project:

i. Vtrans wants Town to review utility line clearances. Road Foreman will look into it.

ii. Phil Dechert moved, and Eric Chase seconded, to authorize Road Commissioner, working with the Road Foreman, to propose to the landowner to give the Town a permanent repair and maintenance easement. The Board unanimously approved the motion.

(e) Highway Progress for the Next Two Weeks:

i. Road scraping, cleaning out ends of culverts and water bars. Shoulder work on asphalt will be later.

ii. Road Foreman will consider additional cut-outs around Town.

(f) Hourly Wages: Phil Dechert moved, and Michael Reese seconded, to increase the payrate of the highway crew including the Road Foreman by 2% over the last fiscal year's rate, effective at the beginning of the current fiscal year. The Board unanimously approved the motion.

(g) Disability Insurance: Phil Dechert moved, and Michael Reese seconded, to authorize the Treasurer to sign up for short and long term disability coverage for the Highway Department as proposed in the budget process, so long as the cost does not significantly vary from a total of \$3,000. The Board unanimously approved the motion.

7. Tractor and Roadside Mower Purchase: The Road Foreman looked at the John Deere and Kubota tractors. Board members agreed the Kubota tractor was too small for the Town's purposes. The Board deferred choosing among the options until a later meeting.

8. Appointments:

(a) Constable: Phil Dechert moved, and Michael Reese seconded, to appoint Ona Chase as Constable for a one year period. The Board approved the motion with Phil Dechert and Michael Reese voting yes. Eric Chase abstained due to a conflict of interest.

(b) Road Commissioner: Phil Dechert moved, and Michael Reese seconded, to appoint Eric

Chase as Road Commissioner for one year. The Board approved the motion with Phil Dechert and Michael Reese voting yes.

9. Regional Plan Amendments by Two Rivers Ottauquechee Regional Commission:
 - (a) The Town's representative, Bill Emmons, was unavailable to attend due to a scheduling conflict.
 - (b) The Regional Planning Commission is currently voting on certain amendments to the regional plan.
 - (c) Michael Reese and Phil Dechert expressed concerns about the Transportation Section as it relates to restrictions on interchange development.
10. Fire Truck Request for Proposal (RFP): Michael Reese volunteered to contact Fire Chief Kevin Rice to suggest he work with the consultant, Alan Saulsbury, to improve the latest RFP draft.
11. Administrative Assistant Job Description: The Board will revise Michael Reese's draft by reducing the responsibilities for consideration at a subsequent meeting.
12. Revised Town Plan: The latest plan will be posted online. The Board agreed to set a public hearing for October 14, 2015 at 7pm at the Town Office. Phil Dechert will coordinate the details.
13. Antenna/Repeater Issues: Phil Dechert moved, and Michael Reese seconded, to have the Road Crew rent the necessary equipment (estimated \$1,000 cost) and backfill the power and telecommunications line to the antenna/repeater for the project that is estimated to take 2-3 days.
14. Correspondence Received:
 - (a) Dog complaint;
 - (b) Advocacy letter relating to GIS mapping; and
 - (c) State notification of a new water supply and wastewater system permit.
15. Next Meeting's Agenda:
 - (a) Administrative Assistant;
 - (b) Fire Truck; and
 - (c) Tractor and Roadside Mower.
16. Public Comment: Greg Tuthill commented that the Fire Chief looks out for the Town in its role in mutual aid for other towns in advising on the fire truck purchase. He also noted the consultant's son works for a fire truck vendor.
17. Adjournment: Michael Reese moved, and Phil Dechert seconded, to adjourn the meeting, which motion was unanimously approved at 9:20pm.

Date: 9/7/2015

Respectfully Submitted,

Michael Reese

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
1070	AUDSLEY PLUMBING & HEATING	7261 toilet repair	146.85	0.00	146.85	1093	09/16/15
1150	BLUE CROSS & BLUE SHIELD	10000488 health ins	4669.89	0.00	4669.89	1094	09/16/15
1272	CASELLA WASTE SERVICES	0203004 4 yd shared trash	25.00	0.00	25.00	1095	09/16/15
1595	FAIR POINT COMMUNICATIONS	SEPT PH phone bill-Sept	427.53	0.00	427.53	1096	09/16/15
1755	GREEN MOUNTAIN POWER	AUG ELECTRIC Elec for town off	377.50	0.00	377.50	1097	09/16/15
1910	IRVING OIL CORPORATION	428642 211.3 gal diesel	423.65	0.00	423.65	1098	09/16/15
1910	IRVING OIL CORPORATION	553339 196 gal diesel	367.17	0.00	367.17	1098	09/16/15
2020	KIBBY EQUIPMENT, INC.	269751	60.95	0.00	60.95	1099	09/16/15
2111	MARGE WAKEFIELD	CERTIFIED MA reimburse cert postage f	6.45	0.00	6.45	1100	09/16/15
2230	NEMRC	2015 TAX FOR treasurer supplies	45.80	0.00	45.80	1101	09/16/15
2230	NEMRC	35167 year end webinar	90.00	0.00	90.00	1101	09/16/15
2380	PIKE INDUSTRIES, INC.	824665 65.65 ton crush stone	791.08	0.00	791.08	1102	09/16/15
2380	PIKE INDUSTRIES, INC.	829084 21.34 ton crushed stone	257.15	0.00	257.15	1102	09/16/15
2387	POMFRET ACT 68 INVESTMENT FUND	SEPT 16 2015 1st State pmt Ed tax	744000.00	0.00	744000.00	1103	09/16/15
2464	PROSPER VALLEY SCHOOL	9-16-2015 fall 1/2 pmt local schoo	268144.00	0.00	268144.00	1104	09/16/15
2705	TDS LEASING INC.	01052483 copier lease	94.25	0.00	94.25	1105	09/16/15
2930	VERIZON	9751209567 mobile phone	49.67	0.00	49.67	1106	09/16/15
2970	VERMONT STATE TREASURY	SEPT REPORTI 29 dog licenses	116.00	0.00	116.00	1107	09/16/15
3000	VLCT	18921-Q4 unempl insurance	462.00	0.00	462.00	1108	09/16/15
3260	WELCH'S TRUE VALUE HARDWARE	158503 small tools/shop	113.89	0.00	113.89	1109	09/16/15
3400	WOODSTOCK UNION HIGH SCHOOL	SEPT 16 2015 High school 1/2 annual	506095.50	0.00	506095.50	1110	09/16/15
Report Total			1,526,764.33	0.001,526,764.33			

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 \$ *1,526,764.33 Let this be your order for the payments of these amounts.

Phil Dechert, Chair

Michael Reese

Eric Chase

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 09/16/15

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
1070	AUDSLEY PLUMBING & HEATIN	7261	09/14/15	09/16/15	01 toilet repair			
	100-7-10-30-424.000		Town Office Building Main			146.85	0.00	0.00
1150	BLUE CROSS & BLUE SHIELD	10000488	09/14/15	09/16/15	01 health ins			
	100-2-00-00-100.020		Health Ins Payable			4,669.89	0.00	0.00
1272	CASELLA WASTE SERVICES	0203004	09/14/15	09/16/15	01 4 yd shared trash			
	150-7-40-83-410.000		Garage Utilities			25.00	0.00	0.00
1595	FAIR POINT COMMUNICATIONS	SEPT PH	09/14/15	09/16/15	01 phone bill-Sept			
	100-7-10-30-530.000		Telephone-Internet			109.91	0.00	0.00
	100-7-30-40-530.001		Pomfret FD phone:3730			132.34	0.00	0.00
	100-7-30-40-530.003		Teago FD phone: 1125			113.19	0.00	0.00
	150-7-40-83-410.000		Garage Utilities			72.09	0.00	0.00
Invoice SEPT PH Total						427.53	0.00	0.00
1755	GREEN MOUNTAIN POWER	AUG ELECTRIC	09/14/15	09/16/15	01 Elec for town off			
	100-7-10-30-622.000		Town Office Electricity			151.45	0.00	0.00
	100-7-10-65-622.000		Electricity, Town Hall			24.93	0.00	0.00
	100-7-20-33-622.000		Brick -Electricity			20.63	0.00	0.00
	100-7-30-40-622.000		Electricity--Pomfret FD			79.21	0.00	0.00
	150-7-40-83-622.000		Garage electricity			75.26	0.00	0.00
	100-7-30-46-530.015		Repeater expenses			26.02	0.00	0.00
Invoice AUG ELECTRIC Total						377.50	0.00	0.00
1910	IRVING OIL CORPORATION	428642	09/14/15	09/16/15	01 211.3 gal diesel			
	150-7-30-80-330.000		Diesel			423.65	0.00	0.00
	553339		09/14/15	09/16/15	01 196 gal diesel			
	150-7-30-80-330.000		Diesel			367.17	0.00	0.00
Total For IRVING OIL CORPORATION						790.82	0.00	0.00
2020	KIBBY EQUIPMENT, INC.	269751	09/14/15	09/16/15	01			
	150-7-30-80-330.015		Shop, oil, small tools et			60.95	0.00	0.00
2111	MARGE WAKEFIELD	CERTIFIED MA	09/14/15	09/16/15	01 reimburse cert postage fe			
	100-7-10-30-531.000		Postage & Envelopes			6.45	0.00	0.00
2230	NEMRC	2015 TAX FOR	09/14/15	09/16/15	01 treasurer supplies			
	100-7-10-30-610.000		Town Offices: Supplies			45.80	0.00	0.00
	35167		09/14/15	09/16/15	01 year end webinar			
	100-7-20-35-565.000		Ed Conferences/Mileage			90.00	0.00	0.00
Total For NEMRC						135.80	0.00	0.00

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 09/16/15

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2380	PIKE INDUSTRIES, INC.	824665	09/14/15	09/16/15	01	65.65 ton crush stone		
		150-7-20-75-650.010	Crushed Stone			791.08	0.00	0.00
		829084	09/14/15	09/16/15	01	21.34 ton crushed stone		
		150-7-20-75-650.010	Crushed Stone			257.15	0.00	0.00
Total For PIKE INDUSTRIES, INC.						1,048.23	0.00	0.00
2387	POMFRET ACT 68 INVESTMENT	SEPT 16 2015	09/14/15	09/16/15	01	1st State pmt Ed tax		
		100-6-10-00-300.021	Act 68 funds paid to Stat			744,000.00	0.00	0.00
2464	PROSPER VALLEY SCHOOL	9-16-2015	09/14/15	09/16/15	01	fall 1/2 pmt local school		
		100-6-10-00-300.025	School Tax Pd to School			268,144.00	0.00	0.00
2705	TDS LEASING INC.	01052483	09/14/15	09/16/15	01	copier lease		
		100-7-10-30-740.000	Other New Equip/Copier le			94.25	0.00	0.00
2930	VERIZON	9751209567	09/14/15	09/16/15	01	mobile phone		
		150-7-30-80-330.030	Radios & Cellphones			49.67	0.00	0.00
2970	VERMONT STATE TREASURY	SEPT REPORTI	09/14/15	09/16/15	01	29 dog licenses		
		100-6-10-10-320.040	Dog License Rpts			116.00	0.00	0.00
3000	VLCT	18921-Q4	09/14/15	09/16/15	01	unempl insurance		
		150-7-15-85-520.025	Unemployment Insurance			462.00	0.00	0.00
3260	WELCH'S TRUE VALUE HARDWA	158503	09/14/15	09/16/15	01	small tools/shop		
		150-7-30-80-330.015	Shop, oil, small tools et			113.89	0.00	0.00
3400	WOODSTOCK UNION HIGH SCHO	SEPT 16 2015	09/14/15	09/16/15	01	High school 1/2 annual		
		100-6-10-00-300.025	School Tax Pd to School			506,095.50	0.00	0.00
Report Grand Total						1526,764.33	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
100	1,524,066.42	0.00
150	2,697.91	0.00
	1,526,764.33	0.00



State of Vermont
Finance & Administration
Contract Administration
One National Life Drive
Montpelier VT 05633-5001
<http://vtrans.vermont.gov>

Agency of Transportation

[phone] 802-828-2641
[fax] 802-828-5545
[ttd] 800-253-0191

September 4, 2015

Michael Reese, Selectman
Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

RE: Town Highway Class 2 Roadway Program FY16

Contract Number: P01614

Dear Mr. Reese:

Attached, please find a Town Highway Class 2 Roadway Program Grant Agreement. Please have the authorized personnel sign and return the document electronically to me at your earliest convenience at tricia.scribner@vermont.gov.

When the agreement has been fully executed, I will date and return a fully executed copy for your file.

Should you have any questions or concerns, please contact me at 802-828-2641.

Sincerely,

A handwritten signature in blue ink that reads "Tricia Scribner".

Tricia Scribner
Contracts Specialist II
Enclosure



**State of Vermont
Standard Grant Agreement**

Agreement # P01614

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the Town of Pomfret with principal place of business at 5218 Pomfret Road, North Pomfret, VT 05053 (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1-Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. The Grantee hereby certifies as follows:
 - a. The Grantee has funds available to finance the local share of the project during the Grant period.
 - b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
 - c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
 - d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.

- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for a 70% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
7. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
8. Attachments: This Grant Agreement consists of 13 pages including the following attachments which are incorporated herein:

- Attachment A – Grant Application (Scope of Work and Checklist)
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (03/01/15)
- Attachment D – Other Grant Agreement Provisions

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

GRANTEE:
TOWN OF POMFRET

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Secretary of Transportation

Title: _____

Date: _____, 20__

Date: _____, 20__

APPROVED AS TO FORM:

DATE: 8/11/2015



ASSISTANT ATTORNEY GENERAL

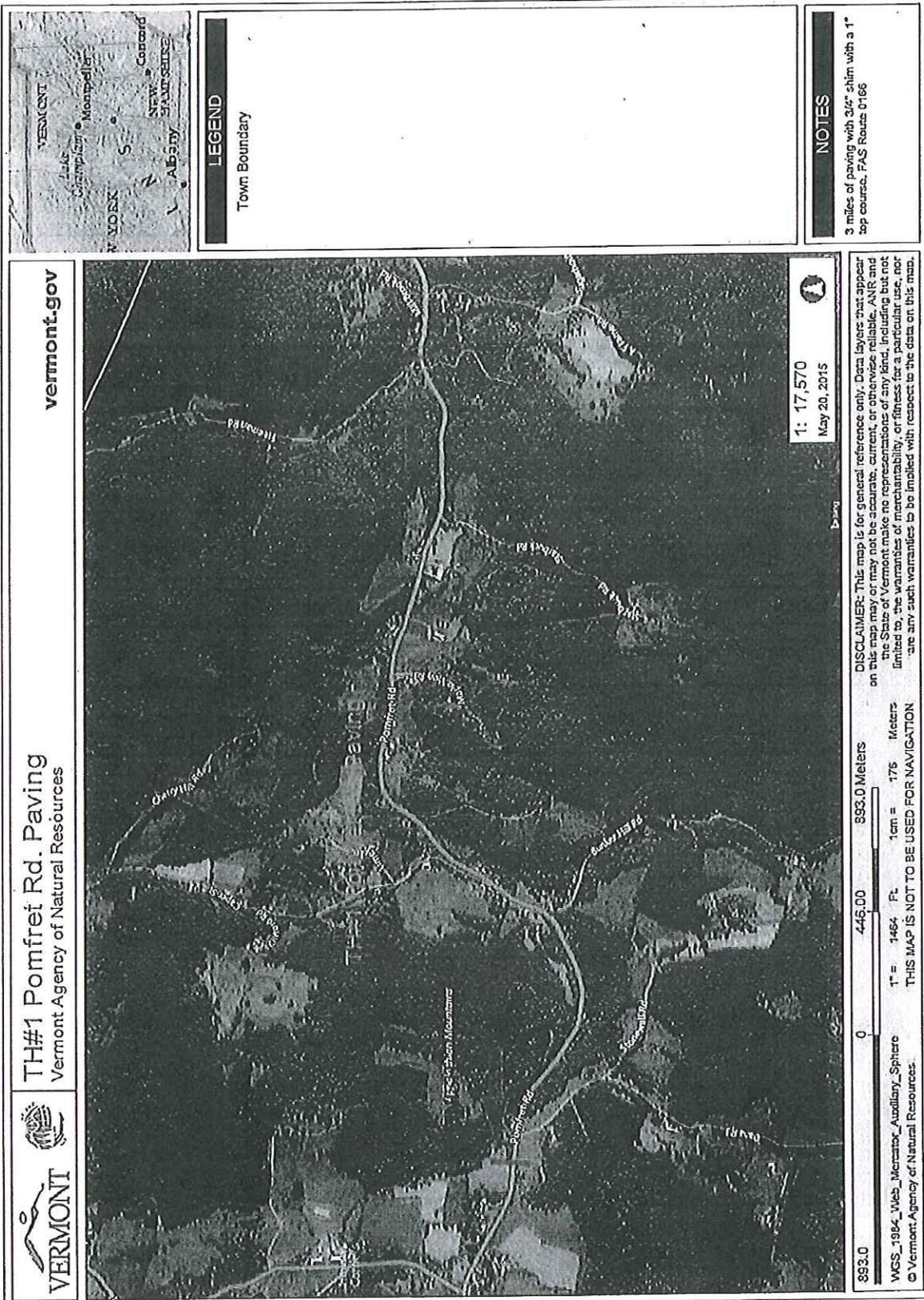
STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail					
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: P01614		² Original <input checked="" type="checkbox"/> Amendment #					
³ Grant Title: Town Highway Class 2 Roadway Program							
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 175,000.00	⁶ Total Award Amount: \$ 175,000.00				
⁷ Award Start Date: 07/01/15		⁸ Award End Date: 12/31/17	⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
¹⁰ Vendor #: 0000040729		¹¹ Grantee Name: Town of Pomfret					
¹² Grantee Address: 5218 Pomfret Road							
¹³ City: North Pomfret		¹⁴ State: VT	¹⁵ Zip Code: 05053				
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100				
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$ 20% Description: Local Share					
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #: 804863298		²² Indirect Rate: N/A % <small>(Approved rate or default is 10%)</small>	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				
²⁴ Grantee Fiscal Year End Month (MM format): 06		²⁵ R&D: <input type="checkbox"/>					
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund	\$ 0.00	\$ 0.00	\$ 0.00				
Special Fund	\$ 0.00	\$ 0.00	\$ 0.00				
Global Commitment <small>(non-subrecipient funds)</small>	\$ 0.00	\$ 0.00	\$ 0.00				
Other State Funds	\$ 0.00	\$ 175,000.00	\$ 175,000.00	Transportation Funds			
FEDERAL FUNDS <small>(Includes subrecipient Global Commitment funds)</small>			Required Federal Award Information				
³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 0.00	\$ 0.00			\$ 0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$ 0.00	\$ 175,000.00	\$ 175,000.00			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: Chris Bump				NAME: Michael Reese			
TITLE: District 4				TITLE: Selectman			
PHONE: 295-8888				PHONE: 457-4770			
EMAIL: chris.bump@state.vt.us				EMAIL: michael.reese@pomfretvt.us			

Municipality has adopted Codes & Standards that meet or exceed the State approved template?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality has a current Network Inventory? (less than 3 years old)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality MUST complete the following environmental resource checklist:		
EXISTING STRUCTURES: (check all that apply)		
<input checked="" type="checkbox"/> Steel Tube Culvert	<input checked="" type="checkbox"/> Concrete Box Culvert	
<input type="checkbox"/> Stone Culvert	<input checked="" type="checkbox"/> Concrete Bridge	
<input checked="" 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 checked="" 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 checked="" type="checkbox"/> The project consists of repaving existing paved surfaces only.	
<input type="checkbox"/> The project consists of reestablishing existing ditches only.	<input checked="" type="checkbox"/> All work will be done from the existing road or shoulder.	
<input 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 type="checkbox"/> There will be excavation within a flood plain.	<input type="checkbox"/> Road reclaiming, reconstruction, or widening	
<input 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 municipality has included photos of the Project. Must show infrastructure and surrounding features, as much as possible. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
The municipality has included a detailed Scope of Work: <input type="checkbox"/> YES <input type="checkbox"/> NO		

Below this line to be filled in by VTrans staff:
 Recommended Award Amount: 175,000.00
 District Staff Approval: (name) CHRIS Bump Date: 8/12/15
 Archaeology Approval: J. Russell B. Gauthier Date: 5/22/15
 Historic Preservation Approval: J. Ehrlich K. O'Shea Date: 5/29/15
 Archaeology/Historic Preservation Conditions/Comments:

Note:
 Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the individuals listed below:

- | | |
|---|---|
| Jen Russell, VTrans Archaeology Officer,
802-828-3981, jeannine.russell@state.vt.us
OR
Brennan Gauthier, VTrans Assistant Archaeologist,
802-828-3965, brennan.gauthier@state.vt.us | Judith Ehrlich, VTrans Historic Preservation Officer,
802-828-1708, judith.ehrlich@state.vt.us
OR
Kaitlin O'Shea, VTrans Historic Preservation Specialist,
802-828-3962, kaitlin.OShea@state.vt.us |
|---|---|



vermont.gov

TH#1 Pomfret Rd. Paving
Vermont Agency of Natural Resources



LEGEND
Town Boundary

NOTES
3 miles of paving with 3/4" shim with a 1" top course. FAS Route 0166

1: 17,570
May 20, 2015

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

893.0 Meters 446.00 Ft 1" = 1464 Ft
893.0 Meters 175 Meters
THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS_1994_Web_Mercator_Auxiliary_Sphere
© Vermont Agency of Natural Resources

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the maximum amount stated on page 1 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.

Within 45 days of completion of the work, the Grantee must request payment using a written invoice (VTrans TA65 form), to be accompanied by copies of any and all documentation supporting the invoice.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name: Chris Bump
Title: District Project Manager
Address: Vermont Agency of Transportation
District 4
221 Beswick Drive
White River Junction, Vermont 05001

**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.

For fiscal years ending before December 25, 2015, 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. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. 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 shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law 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.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.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.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **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 Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR 225 (for state and local governments including schools), A-122 (for non-profit organizations), or A-21 (for higher education institutions) as appropriate for the Grantee's type of organization.
10. **Compliance with Administrative Regulations:** Grantee shall comply with requirements of OMB Circular A-102 (state and local governments and schools) or A-110 (institutions of higher education, hospitals, and non-profit organizations) as appropriate for the Grantee's type of organization.
11. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
12. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

13. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
14. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
15. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
16. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
17. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).



Issue Date: 01/01/2015
 Policy Number: P5102015

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member
 Town of Pomfret
 Attn: Ellen DesMeules
 5218 Pomfret Road
 North Pomfret, VT 05053

VLCT Property & Casualty-Intermunicipal Fund, Inc.
 89 Main Street Suite 4
 Montpelier, VT 05602

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2015 - 01/01/2016	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2015 - 01/01/2016	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2015 - 01/01/2016	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2015 - 01/01/2016	\$10,000,000 Per Occurrence
Other: The State of Vermont and its officers and employees are included as an additional covered party (additional insured), but only in respect to operations by or on behalf of the Named Member, as respects the grant.		
Certificate Holder: Vermont Agency of Transportation - National Life Building 1 National Life Drive Montpelier, VT 05633-5001	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____ 

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the **TEAGO FIRE DEPARTMENT, INC.**, a Vermont domestic non-profit corporation having its principal place of business located in the Town of Pomfret, in the County of Windsor and State of Vermont, Grantor, in the consideration of **ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION** paid to its full satisfaction by the **TEAGO COMMUNITY HALL ASSOCIATION, INC.**, a Vermont domestic non-profit corporation having its principal place of business located in the Town of Pomfret, in the County of Windsor and State of Vermont, Grantee, have **REMISED, RELEASED, AND FOREVER QUITCLAIMED** unto the said Grantee, **TEAGO COMMUNITY HALL ASSOCIATION, INC.**, all right and title which it and its successors or assigns, or its successors have in, to certain pieces of land in the Town of Pomfret in the County of Windsor and State of Vermont, described as follows, viz:

I. Being all and the same lands and premises conveyed to the Grantor (Teago Fire Department, Inc.) by Warranty Deed of David Luce, Georgena Holden, and Raymond Roberts (constituting the then existing Executive Committee of the Teago Grange, a Branch of the State Grange of Vermont), dated November 1, 1983 and recorded in Book 34, Pages 39-41 of the Pomfret Land Records wherein said lands and premises are more particularly described as follows:

Being ALL and the SAME land and premises conveyed to George F. Green, Christina Fuller and Ivan J. DeRosie, the then existing Business Committee of the Teago Grange, a Branch of the State Grange of Vermont, by the Warranty Deed of Charles Ordway and Alice M. Ordway dated the First Day of June, 1908 and recorded in Book 20 at Pages 248-249 of the Pomfret Land Records.

ALSO INCLUDED IN THIS CONVEYANCE are all of the personal property located within the building on the above described property WITH THE SPECIFIC EXCEPTION OF a piano, a movie projector, and all paraphernalia and other items of personal property relating specifically to the **TEAGO GRANGE** and its activities, which said excepted items shall remain the property of the **TEAGO GRANGE**.

SPECIFICALLY RESERVED FROM THIS CONVEYANCE for a period of FORTY (40) YEARS from the date of this Warranty Deed unto the **TEAGO GRANGE**, its EXECUTIVE COMMITTEE (as now constituted and as it may be constituted in the future), and its members (including former members if and when the **TEAGO GRANGE** no longer has its charter, :

1. During such times as the **TEAGO GRANGE** has a charter for its existence from the State Grange of Vermont, the right to use the building on the above described premises for the purpose of holding regular or special meetings of the **TEAGO GRANGE**, or for any other purpose relating to the activities of the **TEAGO GRANGE**, at any and all times without any charge whatsoever and such use to be exclusive to the **TEAGO GRANGE** during the time of such use.
2. The right to have any members of the **TEAGO GRANGE** (or former members of the **TEAGO GRANGE** in the event the **TEAGO GRANGE** no longer has its charter) or members of their families, to use the building on the above described premises for weddings, anniversaries, celebrations, family reunions, or any other similar purpose, all without charge of any kind, and only conditioned upon that there must be at least SEVEN (7) DAYS notice for such use (which shall be reduced to TWENTY-FOUR (24) HOURS notice in the event the building is not scheduled for another use) and that such use will be

subject to any other prior scheduled use by the TEAGO FIRE DEPARTMENT, INC. and any other prior commitments for the use of the building as may be authorized by the TEAGO FIRE DEPARTMENT, INC. under the provisions of subparagraph 1 of the following CONDITIONS.

3. During such times as the TEAGO GRANGE has a charter for its existence from the State Grange of Vermont, the right to the full time and exclusive use of the lockable cupboards and closets located on the second floor of the building on the above described premises for the purpose of storing paraphernalia and other personal property and records of the TEAGO GRANGE, including the right to keep said cupboards and closets locked at all times.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS which shall remain in effect FORTY (40) YEARS from the date of this Warranty Deed for the benefit of the Town of Pomfret and the residents of the community of South Pomfret:

- 1. The building on the above described premises shall be kept as a community building available for use by all residents of the Community of South Pomfret (with such residents to be determined in a fair and consistent manner by the TEAGO FIRE DEPARTMENT, INC.) and members of their families on a first come-first served basis with at least SEVEN (7) DAYS prior approval by the TEAGO FIRE DEPARTMENT, INC. for the purpose of weddings, anniversaries, celebrations, family reunions or any other similar purpose with such use to be without charge except for any cleaning which may be necessary after such use (but his language shall not be construed to restrict or limit the TEAGO FIRE DEPARTMENT, INC. from requesting donations for such use); PROVIDED HOWEVER that such use shall at all times be subject to the reserved uses in subparagraphs 1 and 2 of the above RESERVATIONS and any other prior scheduled use by the TEAGO FIRE DEPARTMENT, INC.
- 2. The building (including its interior, its exterior and its grounds) on the premises shall be kept in good repair and properly maintained.
- 3. The building on the premises shall be kept adequately insured for loss by fire or other catastrophe. In the event that the said building suffers any damage by fire or other catastrophe the building shall be repaired if it can be reasonably done or it shall be replaced with a building suitable to serve the community pursuant to subparagraph 1 above.

A failure in any of the above recited reservations or conditions shall not result in a forfeiture of title to the property described herein, but shall subject the TEAGO FIRE DEPARTMENT, INC., and its successors and assigns, to legal proceedings by the TEAGO GRANGE, its EXECUTIVE COMMITTEE, any member or former member of the TEAGO GRANGE, the Town of Pomfret, or any resident of the Community of South Pomfret for the enforcement of the above reservations and conditions as well as for payment of any damages that may be sustained by the TEAGO GRANGE or any of the other beneficiaries recited herein, such damages to include all costs and expenses of such enforcement including reasonable attorney's fees.

II. Being all and the same lands and premises conveyed to the Grantor (Teago Fire Department, Inc.) by Warranty Deed of Kathryn D. Wendling, dated June 4, 1984 and recorded in Book 34, Page 172 of the Pomfret Land Records wherein said lands and premises are more particularly described as follows:

Being a PORTION ONLY of the same lands and premises that were conveyed to Richard F. Wendling (now deceased) and Kathryn D. Wendling, Husband and Wife, as Tenants by the Entirety, by Executor's Deed of National Bank of Westchester, Executor under the Will of Dora M. de la Chesnaye, dated April 11, 1963, and of record in Book 28 at Page 523 of the Pomfret, Vermont Land Records, which PORTION being hereby conveyed consists ONLY of "Plot 3" as set forth in said deed, wherein "Plot 3" is more particularly therein described as follows.

MEANING and INTENDING hereby to convey ONLY "Plot 3" as above set forth, and

specifically EXCEPTING and EXCLUDING from this conveyance "Plot 1" and "Plot 2" together with any spring and water rights or other [sic] appurtenances thereto appertaining as the same are more particularly described in said above referenced Executor's Deed of record in Book 28 at Page 523 of the Pomfret, Vermont Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, TEAGO COMMUNITY HALL ASSOCIATION, INC. and its successors and assigns, to its own use and behoof forever; However, it is understood that his conveyance is made without covenants or warranties of any kind, whether express or implied.

IN WITNESS WHEREOF, the TEAGO FIRE DEPARTMENT, INC. does hereunto set its corporate name to be subscribed by its duly authorized officers on this Sixteenth Day of December A.D., 1997.

TEAGO FIRE DEPARTMENT, INC.

By:

James M. D. [Signature]
Witness as to all four signatures

Nelson Lamson LS
Nelson Lamson, Chief

David Luce
Witness as to all four signatures

John R. Peters LS
John R. Peters, Assistant Chief

David Luce LS
David Luce, Assistant Chief

Fredrick Doten LS
Fredrick Doten, Secretary/Treasurer

STATE OF VERMONT
COUNTY OF WINDSOR, SS

At Pomfret, this Sixteenth Day of December, 1997, personally appeared the above-named NELSON LAMSON, JOHN R. PETERS, DAVID LUCE, and FREDERICK DOTEN, the current Chief, Assistant Chief, Assistant Chief, and Secretary/Treasurer, respectively, of the TEAGO FIRE DEPARTMENT, INC., and they acknowledged the foregoing instrument, by them sealed and subscribed for and in behalf of the TEAGO FIRE DEPARTMENT, INC., to be their free act and deed and the free act and deed of the TEAGO FIRE DEPARTMENT, INC..

Before me, [Signature]
Michael S. Reese, Notary Public

My Commission Expires: 2/10/99

ACCEPTANCE

The TEAGO COMMUNITY HALL ASSOCIATION, INC., does hereby formally accept this Quitclaim Deed from the TEAGO FIRE DEPARTMENT, INC. and does further approve and agree to any reservations and conditions contained therein.

IN WITNESS WHEREOF, the TEAGO COMMUNITY HALL ASSOCIATION, INC. does hereunto set its corporate name to be subscribed by its duly authorized officers on this Sixteenth Day of December, 1997.

TEAGO COMMUNITY HALL ASSOCIATION, INC.
By:

James M. Havill
Witness as to all four signatures

David Luce LS
David Luce

Elena T. Luce
Witness as to all four signatures

John R. Peters LS
John R. Peters

Charles Gunderson LS
Charles Gunderson

Margorie Wakefield LS
Margorie Wakefield

Lois Havill LS
Lois Havill

STATE OF VERMONT
COUNTY OF WINDSOR, SS

At Pomfret, this Sixteenth Day of December, 1997, personally appeared the above-named DAVID LUCE, JOHN R. PETERS, CHARLES GUNDERSON, MARGORIE WAKEFIELD, and LOIS HAVILL, the entire Board of Directors of the TEAGO COMMUNITY HALL ASSOCIATION, INC., and they acknowledged the foregoing instrument, by them sealed and subscribed for and in behalf of the TEAGO COMMUNITY HALL ASSOCIATION, INC. to be their free act and deed and the free act and deed of the TEAGO COMMUNITY HALL ASSOCIATION, INC..

Before me, Michael S. Reese
Michael S. Reese, Notary Public

My Commission Expires: 2/10/99

Pomfret Town Clerk's Office: Received for record on December 20, A.D. 1997 at 10:20 A.M. A true copy. Attest:

Hazel B. Harrington
Town Clerk

Vermont Property Transfer Tax
32 V.S.A. Chap. 231

—ACKNOWLEDGMENT—
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 97-37
Signed Hazel B. Harrington Clerk
Date December 20, 1997

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT **TOWN OF POMFRET,** acting through its **Selectboard,** a Vermont municipality, in the consideration of One Dollar (\$1.00) and Other Valuable Consideration paid to its full satisfaction by **PURPLE CRAYON PRODUCTIONS, INC.,** a Vermont domestic corporation with a principal place of business in Pomfret, Vermont, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, the **PURPLE CRAYON PRODUCTIONS, INC.,** and its successors and assigns forever, a certain lands and premises in Pomfret, in the County of Windsor and State of Vermont, described as follows, viz:

Being any and all right to enforce restrictions or covenants contained in the property conveyed to Teago Community Hall Association, Inc. by Quit Claim Deed of Teago Fire Department, Inc. dated December 16, 1997 and recorded in Book 48, Pages 7 to 10 of the Town of Pomfret Land Records.

TO HAVE AND TO HOLD all right and title in and to said quitclaimed premises, with the appurtenances thereof, to the said **PURPLE CRAYON PRODUCTIONS, INC.,** and its successors and assigns forever.

AND FURTHERMORE, **The Town of Pomfret,** the said Grantor, does, for itself and its heirs and assigns, covenant with the said **Purple Crayon Productions, Inc.,** its successors and assigns, that from and after the ensealing of these presents the said Grantor will have and claim no right in or to the said quitclaimed premises.

IN WITNESS WHEREOF, Philip Dechert, as Chair of the Selectboard and duly authorized agent of the Town of Pomfret executed this instrument this ____ day of September, 2015.

Philip Dechert, Duly Authorized Agent, Town of Pomfret

STATE OF VERMONT

COUNTY OF WINDSOR, SS.

At _____ this ____ day of September, 2015, personally appeared Philip Dechert, as duly authorized agent of the Town of Pomfret, and he acknowledged this instrument, executed by him, to be his free act and deed and the free act and deed of the Town.

Before me: _____
Notary Public

My Commission Expires: _____