

Town of Pomfret
 5218 Pomfret Road
 North Pomfret, VT 05053
 Agenda for December 16, 2015 Regular Selectboard Meeting
 at the Pomfret Town Offices
 6:30pm for Executive Session
 7:00pm for Public Meeting

Agenda Item	Presenting Individual	Timeframe
1. Call to Order	Chair	6:30pm -
2. Executive Sessions a. Evaluation of Town employee b. Review of Applicants for Administrative Assistant to the Selectboard	Chair	6:30-7:00pm
3. Public Comment	Chair	7:00-7:05pm
4. Review of Agenda	Chair	7:05-7:05pm
5. Recurring items, including items for possible vote: a. Treasurer's Report i. Warrants for payment a). Accounts Payable (<i>see attached pages 2-6</i>) b. Road Foreman's Report i. General update	Chair Treasurer Road Foreman	7:05-7:15pm 7:15-7:30pm
6. Business items for possible vote: a. Letter to Delinquent Taxpayers b. Fire Truck Request for Proposal Addendum c. Remote Hub Lease Agreement between Town and ValleyNet, Inc. (EC Fiber Hub) (<i>see attached pages 7-9</i>)	Chair	7:30-7:35pm 7:35-7:45pm 7:45-7:50pm
7. Business items for discussion: a. Budget b. Selectboard Report for Town Report c. Capital Equipment Plans d. Selectboard correspondence e. Next meeting's agenda	Chair	7:50-8:35pm 8:35-8:45pm 8:45-8:55pm 8:55-8:57pm 8:57-8:59pm
8. Closing public comments & adjournment	Chair	8:59-9:00pm

12/14/2015
01:44 pm

TOWN OF POMFRET Accounts Payable
Check Warrant Report # 15042 Current Prior Next FY Invoices
For checks For Check Acct 01(General Fund) 12/16/15 To 12/16/15

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Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
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		Report Total	38,615.88	0.00	38,615.88		
			=====	=====	=====		

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 \$ ****38,615.88 Let this be your order for the payments of these amounts.

Phil Dechert, Chair

Michael Reese

Eric Chase

Check Warrant Report # 15042 Current Prior Next FY Invoices
 For checks For Check Acct 01 (General Fund) 12/16/15 To 12/16/15

Vendor	Invoice	Invoice Description	Purchase Amount	Discount Amount	Amount Paid	Check Number	Check Date
1090	B-B CHAIN	BB55579	tire chains	5760.00	0.00	5760.00	1267 12/16/15
1250	CARGILL, INCORPORATED	2346997	Deicer Salt Cntrl Blk	7685.14	0.00	7685.14	1268 12/16/15
1272	CASELLA WASTE SERVICES	0222631	trash removal-garage	42.38	0.00	42.38	1269 12/16/15
1370	D & D EXCAVATING, INC.	3138	.Screened Sand	3402.00	0.00	3402.00	1270 12/16/15
1430	DEAD RIVER COMPANY	22561	LP-N Pomf Fire Sta	235.97	0.00	235.97	1271 12/16/15
1430	DEAD RIVER COMPANY	4678-77	Ht Oil-Town Hall/Garage	594.26	0.00	594.26	1271 12/16/15
1466	DESMEULES OLMSTEAD AND OSTLER	59725	phone conference	90.00	0.00	90.00	1272 12/16/15
1595	FAIR POINT COMMUNICATIONS	12032015	Dec phone bills	409.18	0.00	409.18	1273 12/16/15
1620	FASTENAL COMPANY	NHWES60476	Silicone Aerosol	25.28	0.00	25.28	1274 12/16/15
1753	GREEN INSURANCE ASSOCIATES	584	FD Ins	10953.00	0.00	10953.00	1275 12/16/15
1910	IRVING OIL CORPORATION	359868	ULS Diesel 254.5 Gals	486.88	0.00	486.88	1276 12/16/15
1910	IRVING OIL CORPORATION	658551	ULS Diesel 111.8 Gals	200.44	0.00	200.44	1276 12/16/15
2020	KIBBY EQUIPMENT, INC.	271176	small tools/shop	740.30	0.00	740.30	1277 12/16/15
2230	NEMRC	35790	Payroll Seminar	125.00	0.00	125.00	1278 12/16/15
2250	NICOM COATINGS CORP.	15235	crack sealing	4000.00	0.00	4000.00	1279 12/16/15
2370	PETE'S TIRE BARNS, INC.	242525	tractor repairs	86.00	0.00	86.00	1280 12/16/15
2370	PETE'S TIRE BARNS, INC.	242565	tires/winterdeep	1080.00	0.00	1080.00	1280 12/16/15
2380	PIKE INDUSTRIES, INC.	847358	cr stone 65.86 ton	793.61	0.00	793.61	1281 12/16/15
2382	PIONEER PRODUCTS, INC	CC14	powder citra crystals cl	384.48	0.00	384.48	1282 12/16/15
2546	REYNOLDS AND SON, INC	3263930	garage bldg maint	67.39	0.00	67.39	1283 12/16/15
2701	TAD RICHARDSON	0001126	Cloud backup/support	56.25	0.00	56.25	1284 12/16/15
2705	TDS LEASING INC.	01053838	Copier lease	94.25	0.00	94.25	1285 12/16/15
2910	VALLEY NEWS	01244284	Notices/bid for Fire tk	8.99	0.00	8.99	1286 12/16/15
2910	VALLEY NEWS	601408	Notices	67.37	0.00	67.37	1286 12/16/15
2930	VERIZON	9756135925	garage cell phone	49.62	0.00	49.62	1287 12/16/15
2960	VERMONT STANDARD, LTD.	11012015	Admin Ass't Ad	96.50	0.00	96.50	1288 12/16/15
3260	WELCH'S TRUE VALUE HARDWARE	160251	small tools	52.59	0.00	52.59	1289 12/16/15
3320	WINDSOR COUNTY SHERIFF DEPT.	M35-7-15	Sheriff Patrol	1029.00	0.00	1029.00	1290 12/16/15

12/14/15
12:44 pm

TOWN OF POMFRET Accounts Payable
Invoice Edit List-Current-Last-Next FY
Invoices Up To 12/16/15

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Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Description	Invoice Amount	Discenc. Amount	Discount Amount	
1090	B-B CHAIN	BB55579	12/14/15	12/16/15	01	tire chains				
		150-7-30-80-330.020	Tires & Chains				5,760.00	0.00	0.00	
1250	CARGILL, INCORPORATED	2346997	12/14/15	12/16/15	01	Deicer Salt Cntrl Blk				
		150-7-20-75-650.000	Salt				0.00	0.00	0.00	
		150-7-20-75-650.000	Salt				7,685.14	0.00	0.00	
	Invoice 2346997 Total							7,685.14	0.00	0.00
1272	CASELLA WASTE SERVICES	0222631	12/14/15	12/16/15	01	trash removal-garage				
		150-7-40-83-410.000	Garage Utilities				42.38	0.00	0.00	
1370	D & D EXCAVATING, INC.	3138	12/14/15	12/16/15	01	.Screened Sand				
		150-7-20-75-650.005	Sand				3,402.00	0.00	0.00	
1430	DEAD RIVER COMPANY	22561	12/14/15	12/16/15	01	LP-N Pomf Fire Sta				
		100-7-30-40-623.000	Propane Pomfret Fire Dept				235.97	0.00	0.00	
		4678-77	12/14/15	12/16/15	01	Ht Oil-Town Hall/Garage				
		100-7-10-65-624.000	Fuel Oil, Town Hall				245.74	0.00	0.00	
		150-7-40-83-624.005	Garage Fuel Oil				348.52	0.00	0.00	
	Invoice 4678-77 Total							594.26	0.00	0.00
	Total For DEAD RIVER COMPANY							830.23	0.00	0.00
1466	DESMEULES OLMSTEAD AND OS	59725	12/14/15	12/16/15	01	phone conference				
		100-7-10-45-333.000	Legal & Prof Fees				90.00	0.00	0.00	
1595	FAIR POINT COMMUNICATIONS	12032015	12/14/15	12/16/15	01	Dec phone bills				
		100-7-10-30-530.000	Telephone-Internet				109.79	0.00	0.00	
		100-7-30-40-530.001	Pomfret FD phone:3730				120.27	0.00	0.00	
		100-7-30-40-530.003	Teago FD phone: 1125				107.07	0.00	0.00	
		150-7-40-83-530.000	Telephone				72.05	0.00	0.00	
	Invoice 12032015 Total							409.18	0.00	0.00
1620	FASTENAL COMPANY	NHWES60476	12/14/15	12/16/15	01	Silicone Aerosol				
		150-7-30-80-330.015	Shop, oil, small tools et				25.28	0.00	0.00	
1753	GREEN INSURANCE ASSOCIAT	584	12/14/15	12/16/15	01	FD Ins				
		100-7-30-40-520.000	Insurance				10,953.00	0.00	0.00	
1910	IRVING OIL CORPORATION	359868	12/14/15	12/16/15	01	ULS Diesel 254.5 Gals				
		150-7-30-80-330.000	Diesel				486.88	0.00	0.00	
		658551	12/14/15	12/16/15	01	ULS Diesel 111.8 Gals				
		150-7-30-80-330.000	Diesel				200.44	0.00	0.00	
	Total For IRVING OIL CORPORATION							687.32	0.00	0.00

TOWN OF POMFRET Accounts Payable
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Invoices Up To 12/16/15

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2020	KIBBY EQUIPMENT, INC.	271176	12/14/15	12/16/15	01	small tools/shop			
		150-7-30-80-330.015	Shop, oil, small tools et				740.30	0.00	0.00
2230	NEMRC	35790	12/14/15	12/16/15	01	Payroll Seminar			
		100-7-20-35-565.000	Ed Conferences/Mileage				125.00	0.00	0.00
2250	NICOM COATINGS CORP.	15235	12/14/15	12/16/15	01	crack sealing			
		150-7-50-90-550.015	Crack Sealing				4,000.00	0.00	0.00
2370	PETE'S TIRE BARNS, INC.	242525	12/14/15	12/16/15	01	tractor repairs			
		150-7-35-05-679.020	Tractor, repairs				86.00	0.00	0.00
		242565	12/14/15	12/16/15	01	tires/winterdeep			
		150-7-30-80-330.020	Tires & Chains				1,080.00	0.00	0.00
Total For PETE'S TIRE BARNS, INC.							1,166.00	0.00	0.00
2380	PIKE INDUSTRIES, INC.	847358	12/14/15	12/16/15	01	cr stone 65.86 ton			
		150-7-20-75-650.010	Crushed Stone				793.61	0.00	0.00
2382	PIONEER PRODUCTS, INC	CC14	12/14/15	12/16/15	01	powder citra crystals cl			
		150-7-30-80-330.015	Shop, oil, small tools et				384.48	0.00	0.00
2546	REYNOLDS AND SON, INC	3263930	12/14/15	12/16/15	01	garage bldg maint			
		150-7-40-83-424.000	Garage Building & Grounds				67.39	0.00	0.00
2701	TAD RICHARDSON	0001126	12/14/15	12/16/15	01	Cloud backup/support			
		100-7-10-30-641.040	Cloud backup & support				56.25	0.00	0.00
2705	TDS LEASING INC.	01053838	12/14/15	12/16/15	01	Copier lease			
		100-7-10-30-740.000	Other New Equip/Copier le				94.25	0.00	0.00
2865	U S TREASURY	PR-12/11/15	PR01:027	12/11/15	12/11/15	01	Payroll Transfer		
		100-2-00-00-100.000	FWT Payable				678.03	0.00	0.00
		100-2-00-00-100.010	FICA/MEDI Payable				956.04	0.00	0.00
Invoice PR-12/11/15 Total							1,634.07	0.00	0.00
2910	VALLEY NEWS	01244284	12/14/15	12/16/15	01	Notices/bid for Fire tk			
		100-7-20-35-540.005	Notices				8.99	0.00	0.00
		601408	12/14/15	12/16/15	01	Notices			
		100-7-20-35-540.005	Notices				67.37	0.00	0.00
Total For VALLEY NEWS							76.36	0.00	0.00
2930	VERIZON	9756135925	12/14/15	12/16/15	01	garage cell phone			
		150-7-30-80-330.030	Radios & Cellphones				49.62	0.00	0.00

Vendor	Invoice Number	Purchase Order	Invoice Date	Due Date	Ck Acct	Invoice Amount	Discenc. Amount	Discount Amount
2960	VERMONT STANDARD, LTD.	11012015	12/14/15	12/16/15	01 Admin Ass't Ad	96.50	0.00	0.00
		100-7-20-35-540.005	Notices					
3260	WELCH'S TRUE VALUE HARDWA	160251	12/14/15	12/16/15	01 small tools	52.59	0.00	0.00
		150-7-30-80-330.015	Shop, oil, small tools et					
3320	WINDSOR COUNTY SHERIFF DE	M35-7-15	12/14/15	12/16/15	01 Sheriff Patrol	1,029.00	0.00	0.00
		100-7-30-42-525.000	Sheriff's Patrol					
Report Grand Total						40,249.95	0.00	0.00

Fund Totals	Expenditures	Dis-Encumbrance
150	25,276.68	0.00
100	14,973.27	0.00
	40,249.95	0.00

HUB LOCATION: 5218 Pomfret Rd., Pomfret, Vermont, 05053 henceforth, "the Property"

Remote Hub Lease Agreement

This Lease is made this 8th day of December, 2015 by and between ValleyNet, Inc. (hereinafter "Tenant") and the Town of Pomfret, VT (hereinafter "Landlord"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following described premises: across the street from the Pomfret Office Building at 5218 Pomfret Rd, southwest of the Town Hall depicted on Exhibit A, attached hereto and incorporated herein.
2. The term of the Lease shall be for twenty-five (25) years, commencing on December 8, 2015 and ending on December 8, 2040. This Lease shall be automatically renewed for a renewal term of 25 years unless either party shall notify the other in writing at least 1 year prior to the end date cited above that this Lease shall not be so renewed.
3. In consideration for the Lease, Tenant agrees to provide Landlord one business class internet service of "Standard" ECFiber Internet Service (currently 20 Mbps priced at \$91 per month) and ONT Rental (currently priced at \$8 per month) delivered to Landlord for Landlord's use at the Property) pursuant to Tenant's standard Subscriber Agreement appended hereto. No additional rent shall be payable by Tenant to Landlord.
4. Tenant shall use and occupy the premises for the sole purpose of housing ECF Holding, LLC's telecommunications equipment. The housing shall be of the size, color, type, and dimensions as described and depicted and set forth on Exhibit B, attached hereto and incorporated herein.
5. Tenant shall not subsequent to occupancy, other than as depicted on Exhibits A and B, make any alterations, additions or improvements to the premises which affect the property without the prior written consent of the Landlord.
6. Landlord will allow access to the location, 24 hours per day, seven days per week.
7. Tenant shall purchase as its own general liability insurance, coverage in the amount of \$2 million and commercial property insurance in the amount of \$2 million for the Premises, shall name the Landlord as an 'also insured' and shall provide satisfactory evidence thereof to the Landlord and shall continue same in force and effect throughout the Lease term hereof.
8. Tenant shall not permit or commit waste to the premises.

9. Landlord and Tenant shall comply with all rules, regulations, ordinances, codes and laws of all governmental authorities having jurisdiction over the premises.
10. Except for those activities that are expressly permitted by the terms of this Agreement, Tenant shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Landlord's property (including but not limited to the town building or buildings) subject to or affected by the terms of this Lease Agreement nor shall the Tenant permit or commit any nuisance thereon.
11. Tenant may assign this Lease upon notice to Landlord to ECF Holding LLC or to an entity that acquires ECF Holding LLC or is wholly owned by Tenant. Tenant shall not sublet or assign this Lease to any other party without the prior written consent of the Landlord, which consent may not be unreasonably withheld.
12. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition as presently exists, reasonable wear and tear excluded.
13. Tenant shall indemnify and hold Landlord harmless for any acts of vandalism, damage or other violations of this contract committed by contractors of Tenant or other third parties who are subject to Tenant's authority or control.
14. In the event of a default under this Lease and in the event that such default is not cured within 30 days from the date of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Lease without further liability to the non-defaulting party and shall have the right to undertake any or all other remedies permitted by law. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney fees and court costs including appeals, if any. THE PARTIES HERETO HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY ACTION OR LEGAL PROCEEDING BETWEEN THE PARTIES OR THEIR SUCCESSORS ARISING OUT OF THIS AGREEMENT.
15. This Lease shall be governed under law of the State of Vermont and exclusive jurisdiction shall lie with the courts of that state.
16. This Lease constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Lease must be in writing and executed by both parties.

17. If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 8 day of December, 2015.

VALLEYNET, INC., TENANT

TOWN OF POMFRET, LANDLORD

BY: Carole Monroe
_____, Its Officer
and Duly Authorized Agent
and Representative

BY: _____
Philip Dechert, Selectboard
Member, Duly Authorized

STATE OF Vermont
Windsor COUNTY, SS.

At Royalton, this 8 day of December, 2015, Carole Monroe personally appeared and acknowledged this instrument as his/her free act and deed and the free act and deed of ValleyNet, Inc.

Before me,

Cheryl Jenks

Notary Public

My Commission Expires: 2/10/19

STATE OF VERMONT

WINDSOR COUNTY, SS.

At _____, this ____ day of December, 2015, Philip Dechert personally appeared and acknowledged this instrument as his free act and deed and the free act and deed of the Selectboard of the Town of Pomfret, VT.

Before me,

Notary Public

My Commission Expires: _____