

**Town of Pomfret Selectboard Meeting Agenda**

**Town Offices 5238 Pomfret Road**

No Pomfret, VT. 05053

Wednesday, July 7, 2021

7:00 p.m.

Agenda	Presenter	Time Frame
1. Call to Order	Chair	7:00 pm
2. Public Comment 3. Agenda review 4. Recurring Items <ul style="list-style-type: none"> <li>a. Approval of 06/16/2021 Minutes</li> <li>b. Warrants</li> <li>c. Road Foreman's Report</li> </ul> 5. Items for Discussion or Vote <ul style="list-style-type: none"> <li>a. Claude Weyant, Windsor Cty Sheriff. (7:30)</li> <li>b. VSP Contract Renewal</li> <li>c. Driveway access on Twin Pond -- Yvette Lanneaux</li> <li>d. Highway disability policy</li> <li>e. Aggregate RFP</li> <li>f. Schedule Employee Evaluations</li> <li>g. Set Tax Rate and collection dates</li> <li>h. NEMRC Contract</li> <li>i. Adopt Resolutions to access ARPA funds for Town</li> <li>j. Choose board member to be at opening of fire truck bids</li> <li>k. Garage Ventilation Quotes</li> <li>l. Appoint committee to look into Emergency Services Town Hall Fees</li> <li>m. Delinquent Tax Sales</li> <li>n. Peacefield Farm Act 250 hearing decisions</li> <li>o. Employee Handbook decisions</li> </ul>		
5. Meeting Wrap-up <ul style="list-style-type: none"> <li>6. Select Board Correspondence</li> <li>7. Review of Assignments</li> <li>8. Agenda Items for Next Meeting</li> </ul> 6. Adjournment		

- <https://zoom.us/j/95395079923?pwd=ZjBEd3ZuZWgvWmx2M0tpOE8zbjg2dz09> to start or join a scheduled Zoom meeting  
Join Zoom Meeting via Mobile Phone +19292056099,,953950799233#,,1#306922
- Join Zoom Meeting via Landline or Mobile Phone Dial +1 301 715 8592, followed by the Meeting ID: 953 9507 9923 and Password: 306922

June 16 2021

Town of Pomfret  
Special Selectboard Meeting  
Draft Minutes

Present: Emily Grube, John Peters, Chuck Gundersen, Jonathan Harrington  
Public: John Moore (Planning Commission), Scott Pearce, Ben Brickner (Zoning, Auditor), Jim Potter (Road Foreman), Cathy Peters, Cynthia Hewitt (Selectboard Assistant)

1. Emily called the meeting to order at 7:05
2. No Public Comment
3. Agenda Review – Delete Dan Lewis and add Town Hall Fees. John Moved and Chuck seconded these adjustments be made to the agenda. Unanimous Roll-Call vote
4. Recurring Items
  - a. Chuck moved and Jon seconded approval of the Minutes for 06/02 & 06/09/2021. Unanimous Roll-Call vote
  - b. Warrants for Payment

21114	\$ 9,887.94	Payroll
21115	27,034.20	Accts Payable

Emily moved, Chuck 2<sup>nd</sup>. Unanimous Roll-Call vote
  - c. Road Foreman's Report

Nortrax came to assess the Grader – vibration caused the oil problem; okay to run  
The crew will start ditching and stoning on the north end in preparation for paving, which is tentatively scheduled to begin on 07/06/2021. Stone is being delivered.  
This upcoming week they will clean culverts and cutouts and put in posts. Jim spoke with Chris Bump who assured him the grant letters from the State would arrive very soon.
5. Items for Discussion or Vote
  - a. The site visit for Moore Family Partnership Driveway Permit showed no problems. The only suggestion is to clear up some brush. Vote was 3 ayes and 1 abstain. Motion passed
  - b. Fence Posts – Jim got fence posts from Wright's for 5.75
  - c. Teago Erosion – Discussion tabled
  - d. Gully Road Parking – Tabled
  - e. Garage Ventilation Bids – We will invite Mr. Beland to visit the garage to bid the carpentry work. Cynthia will call him.
  - f. Municipal Grants in Aid – John moved and Chuck seconded that Emily be authorized to sign the paperwork. Unanimous Roll-Call vote
  - g. Emergency Services – John has received the call-data for Pomfret for the past 11-months and will pull together a report for the next meeting. John had a discussion with Dave Green re: Hartford services closer than Woodstock for certain parts of town – Mr. Green said the difference was only 4 minutes. It was suggested that Frank, Kevin, Dave Green, and one Selectboard member get together to discuss the issue. Scott Pearce confirmed that calling 911 went to State Dispatch, not Woodstock. It was also noted that HIPPA training can be done on line and suggested

that Ellen take the training in order to break down the ambulance billing in order to get individuals billed for unpaid services.

- h. Silo Distillery. John moved and Chuck seconded the Silo Catering Permit be approved. For work at Artistry on 06/25/2021. c
  - i. Selectboard Protocols – It was agreed to hold in-person meetings henceforth, however, the Zoom option would remain available. John was approved to get a video-camera and projector for the Town Offices.
  - j. Town Hall Rental & Fees: Emily moved John seconded to have Becky entertain requests to rent the town hall. Unanimous Roll-Call vote. Prior to setting fees, we will query the Cleaning Person for a rate for cleaning the Town Hall after an event, and thus adding the cleaning fee to the rental fee.
  - k. Part time Employee Pay Raises – John felt the discussion at the last meeting was a bit awkward. Cathy Peters pointed out that several terms had been used to discuss the employee, i.e., temporary, part-time, seasonal, etc. It was suggested that Teresa be consulted.
  - l. Email Addresses – Frank has not yet responded to Emily’s request; John will attempt to reach him. John moved and Emily seconded that pomfretvt.gov e-mail address will only be restricted to town officials and employees.
  - m. June Finances – John moved and Emily seconded that \$10,000 be transferred from the Dolan Donation to the Teago Reserve Fund. Unanimous Roll-Call vote
  - n. Employee Handbook – John moved and Jon 2<sup>nd</sup> that the Board affirm the decision to convert vacation/sick pay to CTO. Ellen will do this on July 1 and report to each employee. Unanimous Roll-Call vote
6. Meeting Wrap-Up
- a. Correspondence – none
  - b. Assignments - Cynthia to contact Mr. Beland; John to contact Dave Green, and Frank; Emily to communicate with Ellen.
  - c. Agenda for Next Meeting – Town Hall Fees, Emergency Services, Annual Review with Jim.
  - d. John moved and Chuck seconded for Adjournment at 9:15. Unanimous Roll-Call vote

VERMONT DEPARTMENT OF PUBLIC SAFETY TRAFFIC CONTROL/ENFORCEMENT SERVICES		Project/Grant #												
LONG TERM CONTRACT														
<p>The undersigned hereby refers to the contract between the Vermont Department of Public Safety for traffic control and security services in accordance with 20 V.S.A. § 871 (c) described below, performed by the Vermont State Police. The Department of Public Safety shall maintain control over DPS personnel for the duration of this contract. DPS owned equipment/facilities utilized by the trooper(s) assigned to complete these services shall remain under the control of DPS. Cancellation: This contract may be canceled by either party in written notice at least 30 days in advance.</p>														
TOWN Pomfret	BEGINNING DATE 07/01/21	ENDING DATE 06/30/22												
<p><b>SERVICES PROVIDED</b> All Law Enforcement services to include the enforcement of all state and local laws, routine patrol of roads and investigations of motor vehicle and criminal law violations.</p>														
<p align="center"><b>COMPENSATION</b></p> <p>The Client will be charged on a per hour basis. The rate will reflect the actual cost to the Department of the officer(s) providing services based on actual hours worked. The client agrees additionally to reimburse the Department of Public Safety for overhead costs. The overhead rate includes the operating and administrative costs that are attributable to all programs. The following types of costs are included in this rate: dispatching, vehicle operating, and administrative costs.</p>														
<p align="center">State Police Rates - Total \$77.41 SP Overtime average : \$65.77 Overhead costs average \$11.64</p>														
<p><b>Billing Computation</b></p> <table border="1"> <tr> <td>1 Number of Officers</td> <td></td> </tr> <tr> <td>2 Hours of Service per Officer per week</td> <td>5</td> </tr> <tr> <td>3 Multi Line 1 by Line 2 and Enter Weekl Hours</td> <td>5</td> </tr> <tr> <td>4 Multiply Line 3 by total number of weeks of this contract and Enter Total</td> <td>260</td> </tr> <tr> <td>5 Multiply line 4 total by State Police Rates listed above and enter the estimated total cost to be billed</td> <td>\$ 20,126.60</td> </tr> <tr> <td>6 TOTAL CONTRACT NOT TO EXCEED:</td> <td>\$ 20,126.60</td> </tr> </table>			1 Number of Officers		2 Hours of Service per Officer per week	5	3 Multi Line 1 by Line 2 and Enter Weekl Hours	5	4 Multiply Line 3 by total number of weeks of this contract and Enter Total	260	5 Multiply line 4 total by State Police Rates listed above and enter the estimated total cost to be billed	\$ 20,126.60	6 TOTAL CONTRACT NOT TO EXCEED:	\$ 20,126.60
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6 TOTAL CONTRACT NOT TO EXCEED:	\$ 20,126.60													
Payment is required within thirty (30) days from receipt of invoice to the address shown.	Department of Public Safety ATTN: Accounts Payable 45 State Drive Waterbury, VT 05671-1300													
<p align="center"><b>SIGNATURES</b></p> <p>By signing this contract, the Client, or Client's Agent, agrees that the Client, or Client's Agent will reimburse the Department of Public Safety for all costs as specified under Compensation.</p>														
Client/Client's Agent's Name (Print)	Company Name Town of Pomfret													
Client/Client's Agent's Signature	Address 5238 Pomfret Rd, Pomfret, VT													

Date	Phone Number (include area code) 802-457-3861
VSP Station Commander (Name)	Date 6-15-20
Division Commander	Date
Commissioner, Department of Public Safety	Date

DPS 153 (Rev. 7/19) Note: Older versions of this form must not be used.

TOWN OF POMFRET  
APPLICATION FOR A DRIVEWAY OR APPROACH ROAD ACCESS PERMIT

Landowner (Yvette S. Lanneaux) Phone (609) 683-1039  
Sajima Properties, LLC State NJ Zip 08540  
Address 105 Elm Road, Princeton

The undersigned requests an Access Permit to construct an access to serve the landowner's property, located on the north side of Twin Pond Road (E911 highway name) Town Highway No. \_\_\_\_\_

The proposed access will be located approximately 765 (ft/ mi.) from the intersection of this road with Skyline Drive (E911 highway name).

(DETAILED SKETCH MUST ACCOMPANY THIS APPLICATION.)

*(Please see attached)*

Driveways and approach roads entering a town highway shall meet the following standards:

1. Be constructed at a 90 degree angle to the town highway
2. Have a minimum site distance shall be 150 feet both ways when viewed 15 feet back from the edge of the travelled way.
3. Have a minimum width of 16 feet for the first 20 feet back from edge of town highway shoulder.
4. Be graded and ditched so that water does not run onto the town highway.

Both sides of proposed driveway shall have stakes with ribbons to indicate desired location at point of access to the town highway. The applicant agrees to maintain said access and adhere to the directions, restrictions and conditions forming a part of this permit.

Dated at Princeton, this 22 day of June 2021.

Yvette S. Lanneaux Applicant or Applicant's Agent      Applicant or Applicant's Agent's Name  
NJ (printed or typed)

Application fee of \$50. Received Date \_\_\_\_\_ by \_\_\_\_\_

**Directions, restrictions and conditions:**

15-inch culvert required  yes  no

Other restrictions or conditions \_\_\_\_\_

This permit is issued in accordance with Title 19, V.S.A. relative to all highways within the jurisdiction of the Town of Pomfret. This permit may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake construction of the access within one year of the date of approval.

Permit to construct access is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Road Commissioner      \_\_\_\_\_ Chair, Selectboard

TOWN OF POMFRET

APPLICATION FOR A DRIVEWAY OR APPROACH ROAD ACCESS PERMIT

Landowner (Vic the S. Lammewy) Phone (609) 683-1039  
Sajina Properties, LLC State NJ Zip 08540  
Address 105 Elm Road, Princeton

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3. Have a minimum width of 16 feet for the first 20 feet back from edge of town highway shoulder.
4. Be graded and ditched so that water does not run onto the town highway.

Both sides of proposed driveway shall have stakes with ribbons to indicate desired location at point of access to the town highway. The applicant agrees to maintain said access and adhere to the directions, restrictions and conditions forming a part of this permit.

Dated at Princeton, this 22 day of JUNE, 2021.

[Signature]  
Signature, Applicant or Applicant's Agent      Applicant or Applicant's Agent's Name  
(printed or typed)

Application fee of \$50. Received Date \_\_\_\_\_ by \_\_\_\_\_

Directions, restrictions and conditions:

15-inch culvert required yes no

Other restrictions or conditions \_\_\_\_\_

This permit is issued in accordance with Title 19, V.S.A. relative to all highways within the jurisdiction of the Town of Pomfret. This permit may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake construction of the access within one year of the date of approval.

Permit to construct access is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_ Road Commissioner      \_\_\_\_\_ Chair, Selectboard

Final Approval: The first 20 feet of a driveway or access road entering a Town highway shall be constructed by the applicant and approved by the Selectboard and Road Commissioner before any building construction may be started.

This access has been installed in accordance with the above directions, restrictions and conditions and is acceptable under State and local regulations. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Road Commissioner      \_\_\_\_\_ Chair, Selectboard

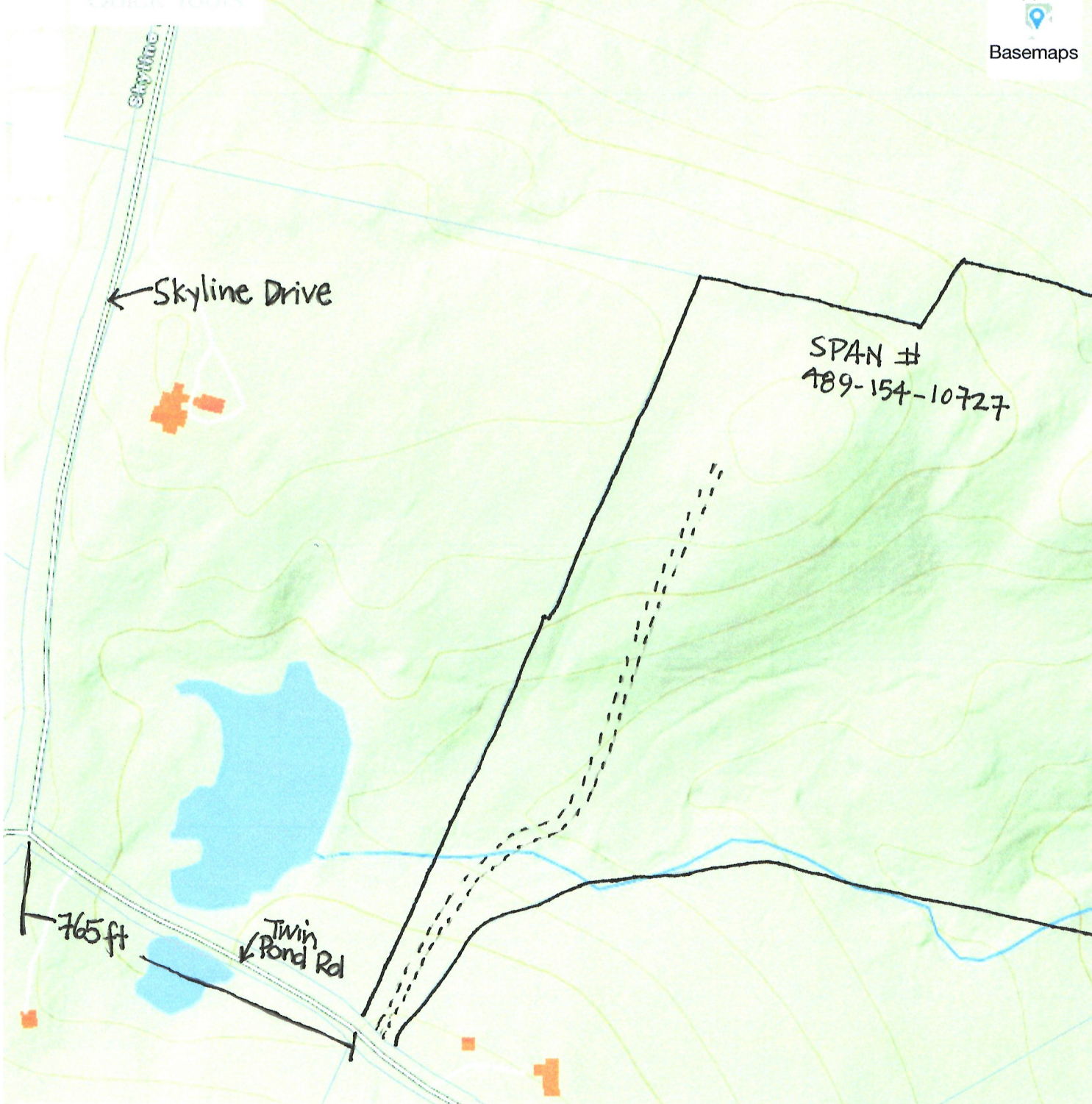
Form adopted by Pomfret Selectboard January 6, 2010



pan

Zoom In Zoom Out Zoom to Town Full Extent Previous Extent Bookmarks

Google Street View



Lat: 43.72948 °N  
WKID: 4326 Lat/Long A Lon: 72.53209 °w 300ft

**STATE OF VERMONT**  
**COUNTY OF WINDSOR**

\*\*\*\*\*

**To the Treasurer in the Town of Pomfret in the County of Windsor**  
**GREETING:**

**WHEREAS**, Assistant Judges of the County Court in and for the County of Windsor, on the 09th day of February, 2021, made and delivered an order, in writing, to the Treasurer of said County, directing her on or before the first day of March, A.D., 2021, to issue warrants to the Treasurers of the several towns in said County, for the collection of a tax of 0.00454772 cents on the dollar on the equalized list of the polls and ratable estate of the inhabitants of the County of Windsor, which is to be collected and paid into the treasury of said County on or before the fifth day of July next, or pursuant to Act 81 can be paid "in two equal annual installments, on or before July 5 and on or before November 5," in money, as provided by Vermont Statutes Annotated, Title 24, § 133-135 and the amendments thereto:

Therefore;

**BY THE AUTHORITY OF THE STATE OF VERMONT**, you are hereby commanded to present this warrant to the Selectmen of the Town of Pomfret aforesaid who are directed to draw an order on you as Treasurer of your said town for 0.00454772 cents on the dollar on the equalized list of the polls and ratable estate of said inhabitants for the Year Two Thousand Twenty One, to be paid in money, amounting in the whole to the sum of: \$10,675.00  
Ten Thousand Six Hundred Seventy Five dollars and No cents, and pay the same into the Treasury of said County on or before the fifth day of July, 2021, or in two equal installments on or before the fifth day of July, 2021, and on or before the fifth day of November, 2021. There will not be a second warrant issued if the latter option is chosen.

Windsor County Court House Renovation Bond  
Year Eight Payment: \$5,005.00, Five Thousand Five Dollars and No Cents  
This payment may be paid in two (2) equal installments with the tax payment

Given under my hand at the County Treasurer's office in Woodstock, on the 09th day of February, in the year of our Lord Two Thousand Twenty One.

Equalized Grand List:

\$ 2,347,250.

  
\_\_\_\_\_  
Pepper Tepperman  
Windsor County Treasurer

Tax: \$10,675.00

2021 Bond Payment: 5,005.00

Amount to pay to Treasurer: \$ 15,680.00

MAKE CHECKS PAYABLE TO: WINDSOR COUNTY TREASURER  
MAIL TO: 62 PLEASANT STREET, WOODSTOCK, VERMONT 05091



**New England  
Air Systems**  
Complete Mechanical Systems & Service



June 17, 2021

Mr. Jim Potter  
Town of Pomfret  
5218 Pomfret Road  
Pomfret, VT 05053

Re: General Ventilation for Town Garage

Dear Mr. Potter,

New England Air Systems is pleased to submit this proposal for assisting in improving air quality in the main service area of the town garage. This proposal is based on a site visit (06/02/2021) and on our discussions.

The main service area of the town garage has three overhead doors and the office space. The existing small residential exhaust fan has proven to be incapable of maintaining a desirable air quality level, so you requested we submit a proposal for the installation of a more effective ventilation system. We propose to furnish and install a ventilation system sized to provide one air change in the service area approximately every ten to fifteen minutes. Following is the scope of the proposed project:

1. Remove and properly dispose of the existing wall mounted exhaust fan.
2. Furnish and install a new sidewall mounted exhaust air assembly. This assembly will include a propeller style exhaust fan with a high efficiency motor (ECM) and a line voltage motor operated damper, both mounted in a galvanized steel wall sleeve with an inlet screen, and a galvanized steel discharge hood with a bird screen. This assembly is to be mounted high on the south wall of the service area to the east of the window. We will include a remote fan speed control switch to be installed and wired by your electrician.
3. Furnish and install a new sidewall mounted intake air assembly. This assembly will include a line-voltage motor operated damper mounted in a galvanized steel wall sleeve, and a galvanized steel inlet air hood with a birdscreen face. This assembly is to be mounted high on the north wall of the service area to the east of the window.
4. Startup, test, and perform adjustments to ensure the new ventilation system is operating properly.
5. Warranty new equipment, materials, and workmanship for one year from installation.

We propose to complete this project for the sum of **\$15,150.00 (excluding taxes)**.



229 Depot Street, PO Box 724, Bradford, Vermont 05033

Corporate Headquarters
802-222-9255 Bradford
802-222-5481 Fax
www.arcmech.com

Satellite Locations
603-444-3440 Littleton/St. Johnsbury
603-443-6111 Lebanon/White River Jct.
603-256-8533 Keene/Brattleboro

Paul Luciw
Estimator/Project Manager
802-535-7167 Cell
603-298-7902 Office
pluciw@arcmech.com

May 6, 2021

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

Cynthia Hewitt
cynthia.hewitt@pomfretvt.us
802-834-9552

Proposal # 21-592
Install Exhaust System
Pomfret Town Garage
100 Labounty Road

Specifications

Cynthia,
I am providing a quote to install an exhaust system for the town garage.

ARC will

- Install a 24" X 24" louver on each side of the garage.
- Install a motorized damper for each side that will open when the exhaust fan is in operation.
- Install a variable speed control for the fan, which has a range of 2000 to 3000 cfm.
- Run fan and check for proper operation after all connections have been completed.

Total Investment

Five Thousand, Nine Hundred Fifty-Six Dollars and 00/100 \$ 5,956.00

Notes

- An electrician will be needed for the electrical power to the new exhaust fan and damper motors; we can supply one for an additional cost.
- A carpenter will also be needed to frame the holes needed for the new louvers.

Respectfully Submitted by
ARC Mechanical Contractors, Inc.

Handwritten signature of Paul Luciw

Paul Luciw, Sales Associate/Project Manager

Accepted
The specifications, terms and conditions outlined are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined below.

Signature

Date

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Print Name & Title

Exclusions

- Cutting, patching, core drilling, painting
• Permits and permit fees
• Line voltage electrical wiring and loose disconnects
• Repairs/modifications to systems beyond this scope of work
• Premium time labor

Limited Warranty

All products provided and installed by ARC Mechanical Contractors, Inc are warranted to be free from defects in material and workmanship for a period of one year from the original installation unless otherwise noted and unless a product manufacturer's warranty is less than one year in which case the Limited Warranty given herein shall extend only for that period of time covered by the applicable manufacturer's warranty. This Limited Warranty is limited to parts and labor for repair or replacement of defective parts only. This Limited Warranty does not cover consequential damages, including but not limited to loss of income or profits and ARC Mechanical Contractors, Inc shall not be responsible for any such consequential damages. To the extent that a warranty issued by a product manufacturer in some cases may extend beyond the one year period, this Limited Warranty shall extend for the full period of the manufacturer's warranty on the applicable piece of equipment. Except as stated herein, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Payment Terms

- Invoices on account (pending credit approval) to be submitted by the 25th of each month based on work completed and materials purchased.
• Due upon receipt - 1% finance charge (allowed by law) on all invoices 30 days past due.
• We accept Mastercard, Visa and American Express.
• In the event that ARC Mechanical Contractors, Inc. takes any collection action to collect on any balance due which is 30 days or older, the Customer shall pay all costs and attorney fees associated with any such collection effort.



New England Municipal Resource Center, Ltd

June 29, 2021

**TOWN OF POMFRET  
ATTN TOWN TREASURER  
5218 POMFRET RD  
N POMFRET VT 05053**

Dear Town Treasurer,

Please find the following enclosed:

- 1) Two copies of our software license agreement with an attached list of the modules that you have purchased. Please sign both and return one to our office while retaining a copy for your files.
- 2) Two copies of our annual support agreement. Please sign both and return one to our office while retaining a copy for your files.
- 3) A copy of "support in plain English" for your files.
- 4) An invoice.

If you have ANY question please call me at 802-289-1026.

Yours truly,

A handwritten signature in black ink, appearing to read "Ernie Saunders", written over a horizontal line.

Ernie Saunders  
President

P.O. Box 2020  
Georgia, VT 05468-2020

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New England Municipal Resource Center, Ltd

END-USER SOFTWARE LICENSE AGREEMENT

AGREEMENT between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of Pomfret 5218 Pomfret Rd N Pomfret VT 05053

Effective as of the 15th day of June 2021

1. GRANT OF LICENSE. In consideration for a one-time License Fee, User is hereby granted the non-exclusive and non-transferable right to use the machine-readable version of Software and related materials.

2. USES NOT PERMITTED. User is not permitted to: 1) use the software on more than one computer system at one time; 2) copy the Software or related materials in whole or in part, except for User's own backup and internal purposes; or 3) assign, convey, sell, give or otherwise transfer the Software, related materials or any portion thereof to any other party.

3. TERM. This Agreement will remain in effect until terminated. User may terminate it by destroying the Software and related materials along with all backup copies.

4. USER'S RESPONSIBILITIES. User shall be exclusively responsible for the supervision, management, control and use of the software, including, but not limited to: 1) maintaining the proper machine configuration, disk storage requirements and power equipment required to operate the Software; 2) establishing adequate backup procedures for User's data; and 3) protecting the Software from theft, destruction and unauthorized use.

5. LICENSE FEES. User shall pay NEMRC, or authorized distributor, the License Fee for each Software package acquired. The entire License Fee, including sales, use and similar taxes, shall be due and payable within thirty (30) days of receipt of NEMRC'S, or authorized distributor's invoice.

6. WARRANTY. NEMRC warrants, for the first ninety (90) days after the delivery of the software (the "Warranty Period"), the Software will perform substantially in accordance with its then current published specifications in all material respects.

7. LIMITATION OF LIABILITY. NEMRC shall not be liable to User for incidental, special or consequential damages, including lost or anticipated revenues, arising out of or in any way related to this Agreement, even if NEMRC is aware of the possibility of such damages.

8. GENERAL. 1) All license fees paid in consideration of this agreement shall be payable in US dollars. 2) This Agreement shall be governed by the State of Vermont and United States law, and shall inure to the benefit of NEMRC, its successors and assign.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

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

NEMRC: [Signature] Ernest T. Saunders, President

Software Purchased Cost Date Software Purchased Cost Date

See attached listing of modules

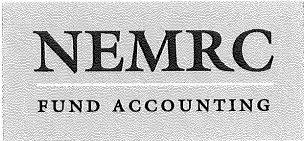
P.O. Box 2020 Georgia, VT 05468-2020

8 0 0 - 3 8 7 - 1 1 1 0

Town of Pomfret (VTPOMF)

NEMRC Modules Purchased (Purchase price at the time) and date purchased:

<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>	<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>
NEMRC General Ledger Module	1,795.00	07/29/12	NEMRC Grand List Module	0.00	06/05/07
NEMRC Tax Admin Module	1,995.00	06/05/07	NEMRC Land Rec Scanning	250.00	04/30/17
NEMRC Accounts Payable Module	1,795.00	07/29/12	NEMRC Cash Receipts	1,795.00	07/29/12
NEMRC Payroll Module	1,795.00	07/29/12	NEMRC Marriage Module	105.00	04/30/17
NEMRC Animal Licensing	395.00	04/30/17	NEMRC Land Records	395.00	04/30/17



New England Municipal Resource Center, Ltd

END-USER SOFTWARE LICENSE AGREEMENT

AGREEMENT between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of Pomfret 5218 Pomfret Rd N Pomfret VT 05053

Effective as of the 15th day of June 2021

1. GRANT OF LICENSE. In consideration for a one-time License Fee, User is hereby granted the non-exclusive and non-transferable right to use the machine-readable version of Software and related materials. Software may only be used on either a single computer, several single computers, a computer network, and any connected computer thereto at the USER SITE for the express purpose of executing NEMRC Software. User may copy the Software only for its own backup and safekeeping purposes. User is only granted the right to use the software. Ownership of the Software shall at all times remain with NEMRC

2. USES NOT PERMITTED. User is not permitted to: 1) use the software on more than one computer system at one time; 2) copy the Software or related materials in whole or in part, except for User's own backup and internal purposes; or 3) assign, convey, sell, give or otherwise transfer the Software, related materials or any portion thereof to any other party.

3. TERM. This Agreement will remain in effect until terminated. User may terminate it by destroying the Software and related materials along with all backup copies. This Agreement will also terminate if User fails to comply with any term or condition herein.

4. USER'S RESPONSIBILITIES. User shall be exclusively responsible for the supervision, management, control and use of the software, including, but not limited to: 1) maintaining the proper machine configuration, disk storage requirements and power equipment required to operate the Software; 2) establishing adequate backup procedures for User's data; and 3) protecting the Software from theft, destruction and unauthorized use.

5. LICENSE FEES. User shall pay NEMRC, or authorized distributor, the License Fee for each Software package acquired. The entire License Fee, including sales, use and similar taxes, shall be due and payable within thirty (30) days of receipt of NEMRC'S, or authorized distributor's invoice. Amounts past due shall be subject to an interest charge of one- and one-half percent (1.5%) per month on the past due balance.

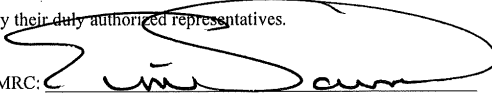
6. WARRANTY. NEMRC warrants, for the first ninety (90) days after the delivery of the software (the "Warranty Period"), the Software will perform substantially in accordance with its then current published specifications in all material respects. In the event Software fails to conform to such warranty, NEMRC'S sole obligation shall be in repair or replace the defective Software at no additional charge. NEMRC does not warrant that the functions contained in Software will meet User's requirements or that operation of Software will be uninterrupted or error free. User is responsible for the decision to select this Software as well as the decision to select any other programs. Programming, hardware equipment, or services used with the Software, within the guidelines set forth by NEMRC, or achieve intended results. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. NEMRC shall not be liable to User for incidental, special or consequential damages, including lost or anticipated revenues, arising out of or in any way related to this Agreement, even if NEMRC is aware of the possibility of such damages. NEMRC shall not be liable for any claim against User by a third party. NEMRC'S liability for damages to User for any cause whatsoever arising out of, or in any way related to this Agreement shall in no event exceed the License Fee actually paid by User to NEMRC, or authorized Distributor.

8. GENERAL. 1) All license fees paid in consideration of this agreement shall be payable in US dollars. 2) This Agreement shall be governed by the State of Vermont and United States law, and shall inure to the benefit of NEMRC, its successors and assign. 3) If any one or more of the terms and conditions herein are held to be invalid, illegal or unenforceable, then the remainder of this Agreement shall remain in full force and effect. 4) This Agreement is the entire and complete agreement between the parties and supersedes all prior communications, both oral and written, regarding the Software and related materials and applies to any and all software licensed by the User.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

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

NEMRC:  Ernest T. Saunders, President

Software Purchased Cost Date Software Purchased Cost Date

See attached listing of modules

P.O. Box 2020 Georgia, VT 05468-2020

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Town of Pomfret (VTPOMF)

NEMRC Modules Purchased (Purchase price at the time) and date purchased:

<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>	<u>Software Purchased</u>	<u>Cost</u>	<u>Date</u>
NEMRC General Ledger Module	1,795.00	07/29/12	NEMRC Grand List Module	0.00	06/05/07
NEMRC Tax Admin Module	1,995.00	06/05/07	NEMRC Land Rec Scanning	250.00	04/30/17
NEMRC Accounts Payable Module	1,795.00	07/29/12	NEMRC Cash Receipts	1,795.00	07/29/12
NEMRC Payroll Module	1,795.00	07/29/12	NEMRC Marriage Module	105.00	04/30/17
NEMRC Animal Licensing	395.00	04/30/17	NEMRC Land Records	395.00	04/30/17



New England Municipal Resource Center, Ltd

SOFTWARE SUPPORT AGREEMENT

SOFTWARE SUPPORT AGREEMENT (the "Agreement"), between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD., ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of Pomfret whose address is: 5218 Pomfret Rd N Pomfret VT 05053

1. DUTIES OF NEMRC. NEMRC shall use its best efforts to maintain its installed software ("Software"), provided the installed version of Software is at the current version. NEMRC shall not be responsible for maintaining previous versions of Software beyond a period of thirty (30) days from the date of the release of the latest version. NEMRC shall perform the following services during the term hereof:

(a) Assist User in correcting errors that are reported to NEMRC; (b) Provide User with telephone support service during NEMRC's normal business hours; (c) Provide remote on line diagnostic and update service between NEMRC's computer and User's computer over communication lines attached to compatible modems; (d) Provide updates to the software as they become available; however , such upgrades shall not include newly developed modules which shall be priced separately.

2. DUTIES OF USER. (a) User shall provide NEMRC with information, documentation, personnel assistance and access to the computer equipment in order to perform the duties set forth in Paragraph 1 above; (b) User must install the current version of Software within thirty (30) days of the date of its delivery to User.

3. FEES AND TAXES. (a) User shall pay NEMRC an annual support Fee in the amount of \$5,000.00 plus taxes related thereto; (b) The Support Fee shall be due annually in advance and payment shall be made within thirty (30) days of the date of NEMRC's invoice. THERE SHALL BE A LATE PAYMENT CHARGE OF ONE PERCENT PER MONTH ON ANY PAST DUE BALANCE.

4. LIMITED WARRANTY AND LIMITATION OF LIABILITY. NEMRC DOES NOT WARRANT THAT ALL ERRORS AND DEFECTS WILL BE CORRECTED. HOWEVER, NEMRC SHALL MAKE A GOOD FAITH ATTEMPT TO CORRECT ALL MATERIAL ERRORS AND DEFECTS IN THE INSTALLED SOFTWARE. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEMRC SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY NEMRC HERE UNDER.

5. TERMINATION (a) This Agreement may be terminated a) by NEMRC if User fails to pay the support fee; or (b) by either party if the other party is in default of any provision of this Agreement, provided written notice of such alleged default has been given to the other party and such other party has not cured such default within thirty (30) days after receipt of such notice.

6. TERM (a) The term of this Agreement shall be for a period twelve (12) months commencing with the date of NEMRC's delivery of software to User as indicated by the date of the User's and NEMRC's Signatures below and shall be automatically renewed for additional twelve (12) month periods unless either party notifies the other of its intent to terminate the Agreement in writing within sixty (60) days of the date of termination.

7. GENERAL (a) This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and may be amended only by a writing executed by authorized representatives of both parties. (b) This agreement shall be interpreted in its entirety in accordance with the laws of the state of Vermont.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and to become effective as of the date accepted by NEMRC below.

Signature lines for User and NEMRC (Ernest T. Saunders, President) with date accepted June 15, 2021

P.O. Box 2020
Georgia, VT 05468-2020

800-387-1110



New England Municipal Resource Center, Ltd

SOFTWARE SUPPORT AGREEMENT

SOFTWARE SUPPORT AGREEMENT (the "Agreement"), between NEW ENGLAND MUNICIPAL RESOURCE CENTER LTD., ("NEMRC") with offices located in Georgia, Vermont and ("USER") Town of Pomfret whose address is: 5218 Pomfret Rd N Pomfret VT 05053

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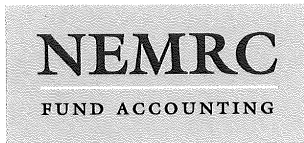
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and to become effective as of the date accepted by NEMRC below.

Signature lines for User and NEMRC, including name Ernest T. Saunders, Title President, and Date Accepted June 15, 2021.

P.O. Box 2020 Georgia, VT 05468-2020

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New England Municipal Resource Center, Ltd

### WHAT DOES YOUR ANNUAL SUPPORT CONTRACT REALLY COVER? (IN PLAIN ENGLISH)

Your annual support agreement COVERS the following:

- All telephone calls to NEMRC with NEMRC software related questions (up to 15 minutes per incident)
- Telephone assistance with difficult routines or activity
- Telephone assistance if your trained personnel are away
- A toll free support number
- Telephone assistance to trouble shoot an issue
- Transfer of files from NEMRC to you or from you to NEMRC
- NEMRC advice on how to handle situations that involve our software
- NEMRC software upgrades (this includes):
  - Software improvements based on user feedback
  - Correction for any software 'bugs' that are found
  - Changes required by regulatory bodies
  - Upgrades from one version to another.
- Assistance with recovery from any problem created by NEMRC software

Your annual support agreement DOES NOT cover the following:

- Calls over fifteen minutes per issue.
- Any site visits for training/consulting/installation
- Site specific changes to a site-specific program (Such as tax bills, utility bills etc.)
- Custom programming requests
- Data conversions
- Operating systems and other non NEMRC software (i.e. WINDOWS)
- Time consuming assistance for a problem created by the user

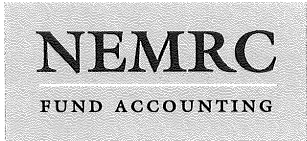
Such as:

- Failure to use proper backup procedures
- Misuse of the software by untrained personnel
- Assistance due to employee turnover at your site
- Failure to have a proper support connection
- Failure to use an uninterruptible power supply

NEMRC was founded with the belief that all of our clients could use an 'in-house computer expert' but many of you cannot afford that option. Therefore, NEMRC stands by to fulfill the role of your 'in-house expert' by providing support, program changes and consulting expertise at a price that is shared by all and used more on an 'as-needed' basis depending upon **YOUR** requirements.

P.O. Box 2020  
Georgia, VT 05468-2020

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New England Municipal Resource Center, Ltd

**Invoice**

DATE	INVOICE NO.
6/29/2021	48261

<b>BILL TO</b>
TOWN OF POMFRET 5218 POMFRET RD N POMFRET VT 05053

P.O. NO.	TERMS	REP	PROJECT
Agreement	Due on receipt	ETS	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Support	NEMRC Annual Support/License Agreement (June 15, 2021 thru June 14, 2022)		5,000.00	5,000.00
			<b>Total</b>	\$5,000.00

P.O. Box 2020  
Georgia, VT 05468-2020

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