

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
November 6, 2024, 6:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	6:00 pm
2. Possible Executive Session – <i>Employment of Public Employees; Appointment of Public Officers</i>	
3. Agenda Review	7:00 pm
4. Public Comment	
5. Road Crew Report	7:05 pm
6. Items for Discussion or Vote a. Employment of Public Employees b. SFY 2025 Grant in Aid Agreement c. 12-foot Grader Blade Purchase d. FY 2026 Budget Discussion (Fire Department, FAST Squad, Listers) e. Assign 2024 Annual Report Deliverables Drafting f. Town Health Benefits Provider Research g. Town Office Parking Lot Paving h. Generators Service Contract i. Appointment of Public Officials j. Signing Warrants between Meetings k. Warrants l. Approval of October 16, 2024 Minutes	7:30 pm
7. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	9:00 pm
8. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

Zoom Instructions

- Computer or Smartphone
<https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, then Meeting ID 953 9507 9923 and Passcode 306922

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Pomfret, a US Local Government**, with its principal place of business at **5218 Pomfret Rd, North Pomfret, VT 05053**, (hereinafter called “Grantee”). 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 for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The 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 shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:
 - Grant Agreement - Part 2 - Grant Agreement
 - Grant Agreement - Part 1 - Grant Award Detail
 - Attachment A - Scope of Work
 - Attachment B - Payment Provisions
 - Attachment C - Standard State Provisions for Contracts and Grants (revised 12/7/2023)
 - Attachment D - Other Provisions
 - Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E
7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D - Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/7/2023)
 - 4) Attachment A - Scope of Work
 - 5) Attachment B - Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

State of Vermont
Agency of Transportation

Grantee:
TOWN OF POMFRET

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA0863		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Grants in Aid - FY25			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$20,000.00	
		⁶ Total Award Amount: \$20,000.00	
⁷ Award Start Date: Jul 01, 2024		⁸ Award End Date: Sep 30, 2025	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Supplier #: 0000040729		¹¹ Grantee Name: Town of Pomfret	
¹² Grantee Address: 5218 Pomfret Rd			
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: \$ \$5,000.00 Description: 20% Required Match	
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 Identifier [UEI] #: EUE8Z1LLGV6		²² Indirect Rate: <u> N/A </u> % <small>(Approved rate or de minimis 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 EEI 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	\$20,000.00	\$20,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	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			
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:				
Total Awarded - All Funds		\$0.00	\$20,000.00	\$20,000.00			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Ross Gouin TITLE: Grants in Aid Project Coordinator PHONE:Cell (802) 595 - 2381 EMAIL: ross.gouin@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Jimmy Potter TITLE: Road Foreman PHONE:Office: (802) 457 - 2767 Cell: (802) 369 - 0225 EMAIL: Jim.Potter@pomfretvt.us</p>
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Pomfret**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B
PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. 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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** 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 in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. 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 this 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.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. 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.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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.

19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything 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.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. 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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- B. Internal Controls:** 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.
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER 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 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. **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.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

- 3 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 25 Sections 4 (Duties of selectmen) and 5 (Highways, bridges and rails).
- 4 Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of CFR 33(a)-(b), if applicable. For guidance on requirements of Part 3- Cargo Preference - U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

ATTACHMENT E
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



Issue Date: 01/01/2024

Policy Number: P5102024

Certificate #: 3

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

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

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	01/01/2024 - 01/01/2025	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2024 - 01/01/2025	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2024 - 01/01/2025	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2024 - 01/01/2025	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	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: _____

Item 6D
FY 2026 Budget Discussion

available at

<https://pomfretvt.us/index.php/boar/sel/budget/>



**BlueCross
BlueShield**
of Vermont

An Independent Licensee
of the Blue Cross and
Blue Shield Association.

Questions? Contact us at:
(800) 255-4550 (TTY/TDD: 711)
consumersupport@bcbsvt.com
bluecrossvt.org/smallbusiness

2025 SMALL GROUP QUALIFIED HEALTH PLANS & PREMIUMS CHART

Blue numbers indicate a change for 2025 plans

	BENEFITS		MEDICAL										PHARMACY				2025 MONTHLY PREMIUMS			
	Financial accounts*		Deductible		Out-of-pocket maximum	Medical cost-share(s)					Deductible	Out-of-pocket maximum	Prescription drugs cost-share(s)		Employee-only	Employee + Spouse	Employee + Child(ren)	Family		
	Health Reimbursement Arrangement (HRA)	Health Savings Account (HSA)	Medical deductible is doubled for two-person and family plans	Deductible type	Medical out-of-pocket maximum is doubled for two-person and family plans	Preventive care ⁵	Primary care, mental health, or provider visits for substance use disorder treatment	Specialist visits with diagnosis of heart disease or diabetes ⁴	Specialist visits ³	Urgent care	Emergency room care	Outpatient & inpatient hospital services	Prescription drug deductible is doubled for two-person and family plans	Prescription drug out-of-pocket maximum is doubled for two-person and family plans					Wellness drugs ⁷ (generic/preferred/non-preferred brands)	Prescription drugs (generic/preferred/non-preferred brands)
Vermont Preferred Plans	GOLD	●	\$1,250	Aggregate ^a	\$5,150 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$20	Four, zero dollar office visits per member, then deductible, then \$40	Deductible, then \$40	\$60	Deductible, then \$250	Deductible, then \$750	Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$5/40%/60%	\$1,129.14	\$2,258.28	\$2,179.24	\$3,172.88
	SILVER REFLECTIVE ○	●	\$3,250	Aggregate ^a	\$8,750 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$30	Four, zero dollar office visits per member, then deductible, then \$50	Deductible, then \$50	\$70	Deductible, then \$450	Deductible, then \$1,750	Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$5/40%/60%	\$926.86	\$1,853.72	\$1,788.84	\$2,604.48
	BRONZE	●	\$9,200	Aggregate ^a	\$9,200 ²	\$0	Combined 4-8-12 zero dollar office visits, then deductible, then \$0	Four, zero dollar office visits per member, then deductible, then \$0	Deductible, then \$0			Combined with medical	Combined ¹	\$15/\$50/60% ⁷	Deductible, then \$0	\$816.91	\$1,633.82	\$1,576.64	\$2,295.52	
Vermont Select Plans	GOLD CDHP	●	\$2,950	Aggregate ^a	\$2,950	\$0	Deductible, then \$0					Combined with medical	\$1,650	\$5/\$50/60% ⁷	Deductible, then \$0	\$1,146.17	\$2,292.34	\$2,212.11	\$3,220.74	
	SILVER CDHP REFLECTIVE ○	●	\$5,400	Aggregate ^a	\$5,400 ²	\$0	Deductible, then \$0					Combined with medical	\$1,650	\$15/\$50/60% ⁷	Deductible, then \$0	\$937.14	\$1,874.28	\$1,808.68	\$2,633.36	
	BRONZE CDHP	●	\$7,700	Aggregate ^a	\$7,700 ²	\$0	Deductible, then \$0					Combined with medical	Combined ¹	\$25/65%/85% ⁷	Deductible, then \$0	\$810.79	\$1,621.58	\$1,564.82	\$2,278.32	
Standard Plans	PLATINUM	●	\$450	Stacked ^a	\$1,600 ⁶	\$0	Three, zero dollar office visits per member, then \$15	\$40	\$50	Deductible, then \$100	Deductible, then 10%	\$0	\$1,600 ⁶	\$10/\$50/50%		\$1,337.35	\$2,674.70	\$2,581.09	\$3,757.95	
	GOLD	●	\$1,400	Stacked ^a	\$5,600 ⁶	\$0	Three, zero dollar office visits per member, then \$20	\$55	\$65	Deductible, then \$150	Deductible, then 30%	\$200 individual/\$400 family	\$1,600 ⁶	\$15/deductible, then \$60/50%		\$1,138.18	\$2,276.36	\$2,196.69	\$3,198.29	
	SILVER REFLECTIVE ○	●	\$3,500	Stacked ^a	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$90	\$100	Deductible, then \$250	Deductible, then 50%	\$500 individual/\$1,000 family	\$1,600	\$15/deductible, then \$70/50%		\$937.80	\$1,875.60	\$1,809.95	\$2,635.22	
	BRONZE	●	\$6,450	Stacked ^a	\$9,200	\$0	Deductible, then \$35	Deductible, then \$90	Deductible, then \$100	Deductible, then 50%		\$1,100 individual/\$2,200 family	\$1,600	\$15/deductible, then \$85/60%		\$795.67	\$1,591.34	\$1,535.64	\$2,235.83	
	BRONZE INTEGRATED	●	\$9,200	Stacked ^a	\$9,200	\$0	Three, zero dollar office visits per member, then \$40	\$100	Deductible, then \$0		Combined with medical	Combined ¹	\$25/deductible, then \$0		\$845.64	\$1,691.28	\$1,632.09	\$2,376.25		
	SILVER CDHP REFLECTIVE ○	●	\$2,100	Aggregate ^a	\$7,050 ²	\$0	Deductible, then 10%	Deductible, then 35%			Combined with medical	\$1,650	\$10/\$40/50% ⁷	Deductible, then \$10/\$40/50%	\$981.98	\$1,963.96	\$1,895.22	\$2,759.36		
	BRONZE CDHP	●	\$5,800	Aggregate ^a	\$7,100 ²	\$0	Deductible, then 50%					Combined with medical	\$1,650	\$12/40%/60% ⁷	Deductible, then \$12/40%/60%	\$844.49	\$1,688.98	\$1,629.87	\$2,373.02	

Cost-share for each health plan above is based on the employee-only coverage type. Plan benefits may change if the coverage type is different than employee-only coverage.

*To learn more about our integrated financial accounts, visit bluecrossvt.org/mymoney

○ Reflective Silver plans are available for small organizations who enroll directly through Blue Cross® and Blue Shield® of Vermont.

Pediatric vision and dental benefits are available on all plans for members 21 and younger. Hearing aid services are eligible for coverage. Additional plan details can be found in each plan's Summary of Benefits and Coverage (SBC).

¹This plan does not include a separate prescription drug out-of-pocket maximum. All covered medical & pharmacy expenses accumulate to the overall combined out-of-pocket maximum. ²Regardless of all other cost-share, if one person's out-of-pocket cost reaches \$9,200 in a year, we begin paying 100% of the allowed amount for that person's covered services and supplies. ³Cost-share may vary for chiropractor & outpatient physical therapy. See the Summary of Benefits and Coverage at bluecrossvt.org/smallbusiness

⁴Specialists visits include cardiologist, endocrinologist, nephrologist, ophthalmologist, or podiatrist only. ⁵Visit bluecrossvt.org/preventive for the full list of preventive services covered at no cost to you. ⁶Medical and prescription drug out-of-pocket maximums are separate. ⁷Deductible is waived for wellness drugs on our Vermont Preferred and Consumer-Directed Health Plans (CDHP). Visit bluecrossvt.org/formulary-lists and click on NPF Wellness List to view our wellness drugs. ⁸Stacked deductible plans pay benefits for an individual once the individual deductible is met, even on a two-person or family plan. Aggregate deductibles, the full individual or family deductible must be satisfied before benefits are paid.

Vermont Small Group 2025 Plans

Open enrollment begins November 1, 2024 for coverage starting January 1, 2025!



MVP VT Plus Plans (Non-Standard)					
Non-Standard plans contain unique features that enhance the value of the benchmark benefits.					
Gold		Reflective Silver ¹		Bronze	
3 QHDHP	4 NEW!	1	2 QHDHP	1	5

MVP VT Plans (Standard)							
Standard plans are based on what the state dictates must be included in benefit details.							
Platinum	Gold	Reflective Silver ¹		Bronze			
1	1	3	4 QHDHP	2	3 QHDHP	4	

Cost-share amounts below are the co-pay or co-insurance after the deductible is met, unless noted as not subject to deductible (NoDD). All plans include dependent care coverage until the end of the year the dependent turns 26. Cost-shares in red indicate a change from the 2024 plan.

Plan Deductible Individual/Family	\$3,000/\$6,000 AGG	\$5,000/\$10,000 EMB	\$2,500/\$5,000 EMB	\$5,800/\$11,600 EMB	\$7,250/\$14,500 EMB	\$9,200/\$18,400 EMB
Out-of-Pocket Maximum Individual/Family	\$3,000/\$6,000 AGG	\$8,000/\$16,000 EMB	\$7,600/\$15,200 EMB	\$5,800/\$11,600 EMB	\$8,400/\$16,800 EMB	\$9,200/\$18,400 EMB

\$450/\$900 EMB	\$1,400/\$2,800 EMB	\$3,500/\$7,000 EMB	\$2,100/\$4,200 AGG	\$6,450/\$12,900 EMB	\$5,800/\$11,600 AGG	\$9,200/\$18,400 EMB
\$1,600/\$3,200 EMB	\$5,600/\$11,200 EMB	\$9,200/\$18,400 EMB	\$7,050/\$14,100 AGG	\$9,200/\$18,400 EMB	\$7,100/\$14,200 AGG	\$9,200/\$18,400 EMB

Medical	Gold	Reflective Silver ¹	Bronze
Primary Care/Specialist Visit	0%/0%	\$0 NoDD/\$0 NoDD	3 PCP visits per member \$0 NoDD, then \$30/\$60
Hospital Facility Inpatient/Outpatient	0%/0%	20%/\$1,000	50%/\$1,500
Urgent Care/Emergency Room	0%/0%	\$0 NoDD/\$500	\$60/\$400
Gia Virtual Care Services	0% ²	\$0 NoDD	0% ²
Ambulance	0%	\$150	\$105
Chiropractic	0%	\$25 NoDD	\$45
Acupuncture	Get up to \$500 per member, per contract for acupuncture services rendered by a licensed provider		
Pediatric Dental Class 1/Class 2/Class 3 and Orthodontia Two Dental Exams per Year	0%/0%/0%	\$0 NoDD/30%/50%	\$0 NoDD/30%/50%
Pediatric Vision Annual Exam/Set of Eyewear	0%/0%	\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD
Hearing Aid Office Visit/Equipment	0%/0%	\$0 NoDD/20%	\$60/50%

Platinum	Gold	Reflective Silver ¹	Bronze
3 PCP visits per member at \$0, then \$15 NoDD/\$40 NoDD	3 PCP visits per member at \$0, then \$20 NoDD/\$55 NoDD	3 PCP visits per member at \$0, then \$40 NoDD/\$90 NoDD	10%/35%
10%/10%	30%/30%	50%/50%	35%/35%
\$50 NoDD/\$100	\$65 NoDD/\$150	\$100 NoDD/\$250	35%/35%
\$0 NoDD	\$0 NoDD	\$0 NoDD	0% ²
\$60 NoDD	\$75 NoDD	\$105 NoDD	40%
\$20 NoDD	\$35 NoDD	\$50 NoDD	35%
Not covered			
\$0 NoDD/30%/50%	\$0 NoDD/30%/50%	\$0 NoDD/30%/50%	\$0/30%/50%
\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD	\$20 NoDD/\$20 NoDD	\$20/\$20
\$40 NoDD/10%	\$55 NoDD/30%	\$90 NoDD/50%	35%/35%

Pharmacy	Gold	Reflective Silver ¹	Bronze
Prescription Deductible Individual/Family	Integrated with Medical	\$250/\$500 Brand Deductible	\$850/\$1,700
Prescription Out-of-Pocket Maximum Individual/Family	\$1,650/\$3,300 AGG	\$500/\$1,000 EMB	\$1,600/\$3,200 EMB
Prescription Cost-share Tier 1/Tier 2/Tier 3	Preventive Drugs \$10/\$15/5% NoDD All Other Drugs 0%/0%/0%	\$0 NoDD/\$40/\$80	\$5/\$30/\$60 VBID: \$1
Diabetic Supplies	0%	\$80	\$60

Platinum	Gold	Reflective Silver ¹	Bronze
None	\$200/\$400 Brand Deductible	\$500/\$1,000 Brand Deductible	Integrated with Medical
\$1,600/\$3,200 EMB	\$1,600/\$3,200 EMB	\$1,600/\$3,200 EMB	\$1,650/\$3,300 AGG
\$10 NoDD/\$50 NoDD/50% NoDD	\$15 NoDD/\$60/50%	\$15 NoDD/\$70/50%	\$10/\$40/50% Preventive Drugs NoDD
50% NoDD	50%	50%	50%

Premium Monthly Rates Rates effective January 1, 2025–December 31, 2025.

	Gold	Reflective Silver ¹	Bronze
Single	\$1,052.10	\$1,003.03	\$810.02
Single + Spouse	\$2,104.20	\$2,006.06	\$1,620.04
Single + Child(ren)	\$2,030.55	\$1,935.85	\$1,563.34
Single + Spouse + Child(ren)	\$2,956.40	\$2,818.51	\$2,276.16

Platinum	Gold	Reflective Silver ¹	Bronze
\$1,203.09	\$1,009.01	\$810.90	\$819.12
\$2,406.18	\$2,018.02	\$1,621.80	\$1,638.24
\$2,321.96	\$1,947.39	\$1,565.04	\$1,580.90
\$3,380.68	\$2,835.32	\$2,278.63	\$2,301.73

¹Reflective Silver plans are only available through purchase directly from MVP Health Care.
²This plan features an aggregate deductible and out-of-pocket maximum (OOPM). Each member on a family plan will pay toward the family OOPM. No individual will pay more than the government mandated OOPM of \$9,200. The term embedded is used in Vermont Health Connect materials to define this deductible and OOPM structure.
³Gia telemedicine services will be \$0 after the deductible is met on MVP QHDHPs beginning January 1, 2025, unless the Affordable Care Act 2023 QHDHP/MSA safe harbor is further extended.
QHDHP: Qualified High-Deductible Health Plan. All MVP QHDHP plans are Health Savings Account qualified.
NoDD: Not subject to deductible.
VBID: Value-Based Insurance Design. VBID maintenance medications are not subject to the deductible.
 All Vermont Small Group QHDHPs can be paired with a Health Savings Account.
 MVP VT Small-Group plans are pending approval for Medicare Creditable Coverage qualification.
 These plan overviews are intended to provide a general outline of coverage. For comprehensive benefit details, please review your Certificate of Coverage (COC), Summary of Benefits and Coverage (SBC), and any applicable Rider(s). Your COC, SBC, and Rider(s) will be controlling. These documents can be found in your MVP online account, or are available by request.

Aggregate (AGG): For any policy with two or more members, the family deductible must be met by any member or any combination of members before the plan will make payment.
Embedded (EMB): Each member one or more combination of members before the plan will make payment. Embedded (EMB) Each member one or more combination of members before the plan will make payment. Embedded (EMB) Each member one or more combination of members before the plan will make payment.
Standalone: is used on Vermont Health Connect materials to define this deductible and/or OOPM structure.
Storced: is used on Vermont Health Connect materials to define this deductible and/or OOPM structure.
 Health benefit plans are issued and administered by MVP Health Plan, Inc., MVP Health Insurance Company, MVP Select Care, Inc., and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. MVP Select Care, Inc. and MVP Health Services Corp. are not all plans available in all states and counties.
\$600 Well-Being Reimbursement
Included on all MVP VT Plus plans! Members can get reimbursed up to \$600 per contract, per calendar year for well-being items, programs, and activities.
Questions? We're here to help!
 Call 1-844-865-0250 or visit mvphealthcare.com/vermont to learn more.
 For subsidy information, visit VermontHealthConnect.gov.



MVP Vision Plans for Small Groups



MVP Health Care's vision plans are powered by EyeMed, which means every doctor in our network is carefully selected to ensure our members have the flexibility to choose from the right mix of independent, national retail, and regional retail providers, including LensCrafters, Target Optical, and Pearle Vision. Plus, we offer online, in-network options through LensCrafters.com, Ray-Ban.com, Glasses.com, and ContactsDirect.com. To learn more about MVP vision plans, contact your Broker or MVP Sales Representative.

Summary of Benefits	MVP Vision 1		MVP Vision 2		MVP Vision 3	
	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)	In-Network Provider (Member Responsibility)	Out-of-Network Provider (Reimbursement to Member)
Routine Eye Exam One exam every 12 months	\$10 co-pay Lenses or contact lenses every 12 months, frames every 12 months	Up to \$25	\$10 co-pay Lenses or contact lenses every 12 months, frames every 24 months	Up to \$25	\$10 co-pay Lenses or contact lenses every 12 months, frames every 24 months	Up to \$25
Frames	20% off after \$170 allowance	Up to \$85	20% off after \$150 allowance	Up to \$75	20% off after \$130 allowance	Up to \$65
Lenses, Single Pair						
Single Vision	\$25 co-pay	Up to \$7	\$25 co-pay	Up to \$7	\$25 co-pay	Up to \$7
Bifocal	\$25 co-pay	Up to \$21	\$25 co-pay	Up to \$21	\$25 co-pay	Up to \$21
Trifocal	\$25 co-pay	Up to \$46	\$25 co-pay	Up to \$46	\$25 co-pay	Up to \$46
Standard Progressive	\$90 co-pay	Up to \$21	\$90 co-pay	Up to \$21	\$90 co-pay	Up to \$21
Premium Progressive Tier 1/Tier 2/Tier 3/Tier 4	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21	\$110/\$120/\$135/\$90 co-pay, then 20% off after \$120 allowance	Up to \$21
Lens Options, Per Pair						
Standard Polycarbonate Adult to age 19	\$40/\$0	Not covered/Up to \$28	\$40/\$0	Not covered/Up to \$28	\$40/\$0	Not covered/Up to \$28
Scratch Resistant Coating	\$0	Up to \$11	\$0	Up to \$11	\$0	Up to \$11
UV Coating	\$15	Not covered	\$15	Not covered	\$15	Not covered
Solid or Gradient Tint	\$15	Not covered	\$15	Not covered	\$15	Not covered
Standard Anti-Reflection Coating	\$45	Not covered	\$45	Not covered	\$45	Not covered
Additional Add-Ons and Services	20% off	Not covered	20% off	Not covered	20% off	Not covered
Contact Lenses						
Conventional	15% off after \$170 allowance	Up to \$136	15% off after \$150 allowance	Up to \$120	15% off after \$130 allowance	Up to \$104
Disposable	\$170 allowance	Up to \$136	\$150 allowance	Up to \$120	\$130 allowance	Up to \$104

Rates Effective January 1, 2025–December 31, 2025 (Non-Voluntary–Employer contributes 80% or more to their employees' vision premium)

Single	Voluntary: \$8.01	Non-Voluntary: \$6.58	Voluntary: \$6.70	Non-Voluntary: \$5.24	Voluntary: \$6.20	Non-Voluntary: \$4.84
Single + Spouse	Voluntary: \$15.22	Non-Voluntary: \$12.50	Voluntary: \$12.73	Non-Voluntary: \$9.96	Voluntary: \$11.78	Non-Voluntary: \$9.20
Single + Child(ren)	Voluntary: \$16.02	Non-Voluntary: \$13.16	Voluntary: \$13.40	Non-Voluntary: \$10.48	Voluntary: \$12.40	Non-Voluntary: \$9.68
Family	Voluntary: \$23.55	Non-Voluntary: \$19.35	Voluntary: \$19.70	Non-Voluntary: \$15.41	Voluntary: \$18.23	Non-Voluntary: \$14.23

No benefits will be paid for services or materials connected with or charges arising from: orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; medical and/or surgical treatment of the eye, eyes or supporting structures; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; plano (non-prescription) lenses; non-prescription sunglasses; two pair of glasses in lieu of bifocals; services or materials provided by any other group benefit plan providing vision care; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine

which participating providers have agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products EyeMed Vision Care reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time. Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy. Benefit allowances provide no remaining balance for future use within the same Benefit Frequency. These plan overviews are intended to provide a general outline of coverage. In the event of any conflict between this document and your Certificate of Coverage, Schedule, or any applicable Rider(s), your Certificate of Coverage, Schedule, or any applicable Rider(s) will be controlling. Health benefit plans are issued or administered by MVP Health Plan, Inc.; MVP Health Insurance Company; MVP Select Care, Inc.; and MVP Health Services Corp., operating subsidiaries of MVP Health Care, Inc. Not all plans available in all states and counties.



P.O. Box 47 • Northfield, VT 05663 • Toll Free: 866-769-3797 • (802)485-6567 • Fax: (802)485-6690

Email: info@brookfieldservice.com • www.brookfieldservice.com

Town of Pomfret
5218 Pomfret Rd
North Pomfret, VT 5053

Customer Agreement #
C-0009392

2025 PREVENTATIVE MAINTENANCE AGREEMENT

Please see the next page for Program Details. Unit and pricing information can be found on the last page. The Pre-pay discount (PPD) is valid through November 29, 2024. Please indicate your acceptance of this agreement and terms by either making a payment online, emailing travis@brookfieldservice.com, or returning a signed copy of this agreement.

October 23, 2024

Travis Maney

Travis Maney,
Vermont Power Technologies, LLC Dba Brook Field Service

Authorized Signature

Please note, we are no longer able to take payment over the phone.

To make payment please scan the below QR Code or visit: <https://paymnt.io/ZVWV7L>



In the Additional Information Box, include "2025 PM" and "Plan 1" or "Plan 2",
You can also send a check to: Brook Field Service PO Box 47, Northfield VT 05663

If you need to update your contact information or have any further questions, please email travis@brookfieldservice.com or call [802-485-1478](tel:802-485-1478).



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Preventative Maintenance Agreement Program Details

Program #1 – Once a year maintenance program (Major Service)

- A technical inspection and testing of your generator (multi-point test and review)
- Upload software upgrades, download performance history
- Oil change and oil filters replaced
- Air and fuel filters replaced (if applicable)
- Tune up of engine
- Coolant levels topped off. If coolant change is required, an additional charge would occur.
- Automatic transfer switch testing and maintenance
 - If the ATS is located inside – arrangements must be made for someone to be there or to give an alternate authorization for our tech to reach it.
- A generator building load test
 - At your request - this will require an interruption of power.

Program #2 – Twice a year maintenance program (Major & Minor Service)

- 1 Major Service as listed above with a second visit that includes;
- Technical inspection of your generator (multi-point review)
- Upload controller latest software upgrades
- Oil levels checked
- Coolant levels topped off. If coolant change is required, an additional charge would occur.
- A generator building load test
 - At your request - this will require an interruption of power
- Vermont State Inspection (if required)
 - * Please Note: If you opt for Plan 1, the cost of the state inspection is NOT included. The additional cost is \$130.00 per unit.

Where to send your agreement form:

Fax: 802-485-6690

Email: travis@brookfieldservice.com

Mail: Brook Field Service, PO Box 47, Northfield VT 05663



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Generator	Town of Pomfret C-0009392	25PLAN1	PLAN1 PPD	25PLAN2	PLAN2 PPD
Kohler 14RCA SN: 336TGHLN0286	7373 Pomfret Road (Pomfret Station)				
Kohler 15RES #12087183	2026 Pomfret Road (Teago Station)				
Kohler 20k RCA S#339MGHLJ0547	100 La Bounty Road (Town Highway)				
Kohler 14RESA #SGM32355B	5218 Pomfret Road (Town Office)				
Total:					

Town of Pomfret Selectboard
DRAFT Meeting Minutes
October 16, 2024

Present: Benjamin Brickner, John Peters, Steve Chamberlin, Meg Emmons, Emily Grube

Public: Christina Chamberlin, Cynthia Hewitt, John Moore, Doug Tuthill, Neil Lamson, Bill Emmons, Art Lewin, Becky Fielder, Ellen DesMeules, Justin Ricard, Kevin Geiger, Tracie Hartford

1. Ben called the meeting to order at 6:03 pm.
2. Executive Session
 - a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(F) to discuss contracts and confidential attorney-client communications, the premature general public knowledge of which would clearly place the Selectboard and/or another involved at a substantial disadvantage, and pursuant to 1 V.S.A. 313(a)(3) to discuss the employment of public employees. Unanimous. The Selectboard entered executive session at 6:04 pm.
 - b. The Selectboard exited executive session at 7:00 pm, with no decisions having been made therein.
3. Agenda Review – Emily moved and Steve seconded that Item 6C (Town Office Parking Lot Paving) be deleted; this will be discussed on November 6 instead. Unanimous.
4. Public Comment – Neil asked about the plan to complete grading of the town roads this season. See Item 6A below for the answer. Christina thanked Justin Ricard for his service on the road crew; the Selectboard joined Ms. Chamberlin in expressing the same.
5. Road Crew Report – Art has installed plows, frames, and wings on the trucks; brush piles and stone piles are cleaned up; Truck 1 has an appointment for hydraulic work on November 5 and the front tires have been replaced; 3/8” stone is ordered; Cloudland Road signage, etc. will be taken down on Thursday. Art asked for an announcement to go on the listserv regarding trees blocking the roads; Ben will send this. Art suggested the Road Crew Worker help wanted ad be run more frequently; Cynthia will submit for publication in this weekend’s edition of *The Valley News*, as well as Vermont Job Postings, and the Upper Valley listserv; Meg will investigate Front Porch Forum advertising. Ben will speak with Rita Seto re: the Allen Hill Road grant-in-aid project and the Better Roads road inventory.
6. Items for Discussion or Vote
 - a. Employment of Public Employees – Ben moved and Emily seconded making an offer to Ernest Chamberlin, Jr. for employment as a grader operator on a part-time basis. Unanimous (Steve recused). Ben moved and Emily seconded making an offer to “Person A”^[1] for employment as road foreman, on a full-time basis, with other terms and benefits as per the town’s personnel policy. Unanimous (Steve recused). Steve will notify both parties of their respective employment offer.
 - b. Selectboard Organization re: Highway Department – No discussion or decisions made.

^[1] **Editor’s Note:** On advice from the Vermont League of Cities & Towns, to protect Person A’s current employment the name of “Person A” is being withheld until the offered employment has been accepted.

- c. Better Roads Grant Application – Vtrans has awarded the town a Better Roads grant to implement clean water improvements and address road-related water quality issues. Meg moved and Steve seconded approval of the related grant agreement #BR1225. Unanimous.
 - d. Two Rivers Draft Regional Plan Discussion – John Moore and Kevin Geiger presented information, maps, and a schedule for early hearings regarding this draft. Public hearings will be held on November 4 in Bethel, November 6 by Zoom, and on November 7 in Fairlee. The draft plan has undergone major edits, except the Land Use and Homes in the Region chapters, which will be revised starting in 2025.
 - e. FY 2026 Budget Discussion – Becky and Ellen attended to review the FY 2026 Town Budget on a line-by-line basis and adjustments were made. Budget discussions will continue November 6 with the FAST Squad, Fire Department, and Listers.
 - f. Appointment of Public Officers – Tracie Hartford and Patti Wickersham have volunteered to serve as Town Auditor. Ben moved and Emily seconded that Patti be appointed to the vacant seat having a term expiring in March 2025, and that Tracie be appointed to the vacant seat having a term expiring in March 2027. Both seats will appear on the ballot this Town Meeting Day; the former for a full 3-year term and the latter for 2 years to complete a 3-year term. Unanimous.
 - g. Warrants – Emily moved and Meg seconded approval for payment of the following warrants:

25031	\$	83.58	Tax Refund
25032		14,990.89	Payroll
25033		222,101.64	A/P

 Unanimous.
 - h. Approval of September 27 and October 2, 2024 Minutes – Emily moved and Steve seconded approval of the September 27 and October 2, 2024, meeting minutes as presented. Unanimous.
7. Meeting Wrap Up
- a. Correspondence – Ben was contacted a second time by the citizen-led Barnard Roads Committee; he will respond to the additional questions and request a courtesy copy of the committee’s final report.
 - b. Review of Assignments – Ben to post a downed tree announcement on listserv and speak with Rita Seto re: Better Road Grants; Cynthia to post advertisement for Road Crew Worker in various places; Steve to extend job offers to road crew personnel.
 - c. Agenda for Next Meeting – Town office parking lot paving; FY 2026 budget (FAST Squad, Fire Department, Listers).
8. Adjournment – Steve moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:39 pm.