

TOWN OF POMFRET Tax Administration
Delinquent Tax Report

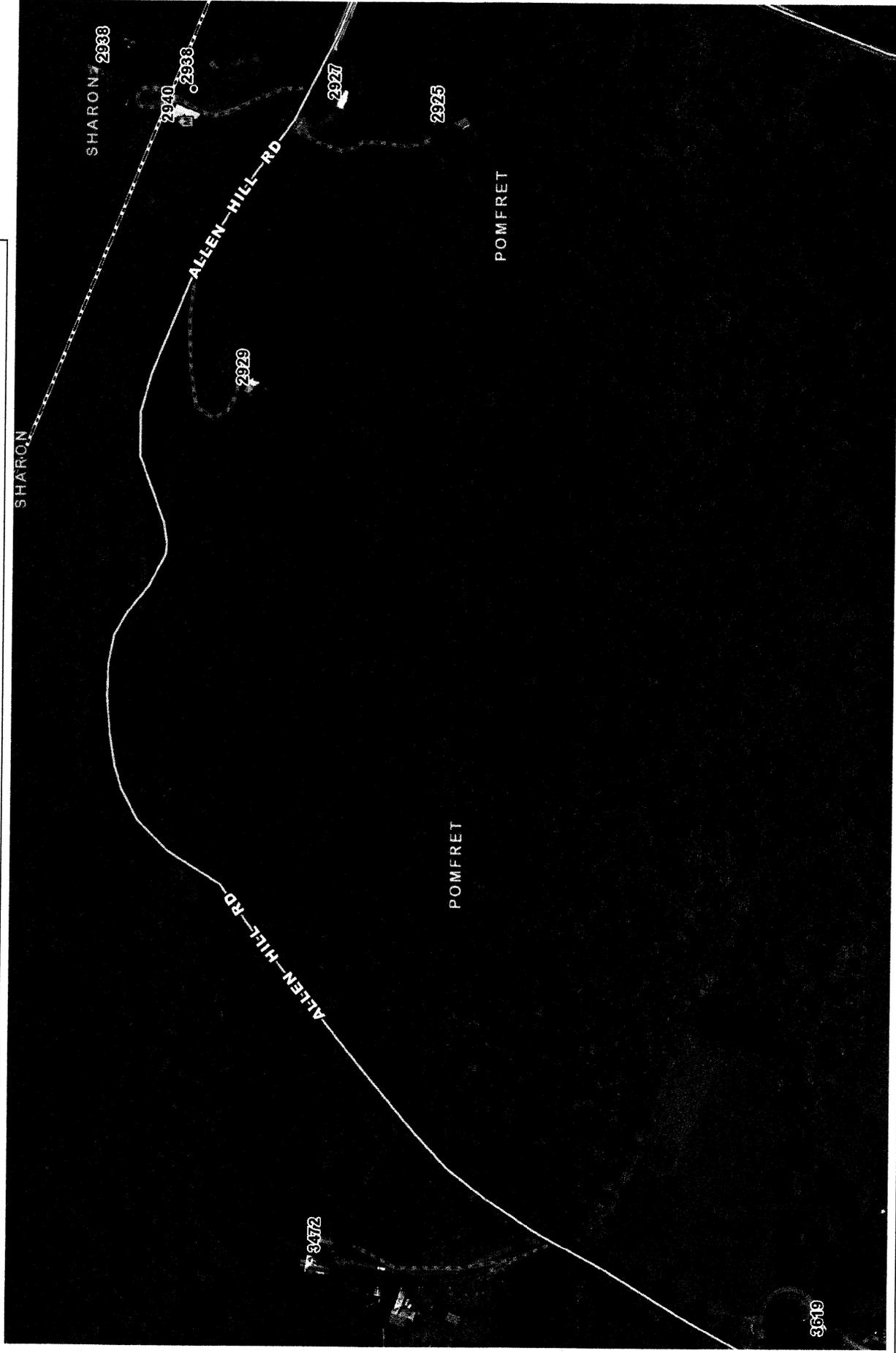
Parcel	Name	Tax Year	Payment 1	Payment 2	Interest	Penalty	Other	Total
0190-AL	CARPENTER ESTATE	2013	187.43	187.45	43.12	30.00	0.00	448.00
2302-B	CLIFFORD PENNEY L	2013	1222.29	1222.29	281.06	195.56	0.00	2921.20
5002-L	DE ROSIA JAMES IV	2011	76.31	76.31	50.92	12.20	0.00	215.74
		2012	80.64	80.64	36.45	12.90	0.00	210.63
		2013	79.47	79.47	18.17	12.72	0.00	189.83
			236.42	236.42	105.54	37.82	0.00	616.20
0510-A	DOTEN, JR JOHN D.	2013	1154.61	3144.71	464.65	343.95	0.00	5107.92
0707-	DUNN JOAN M	2011	1143.65	1143.65	766.48	182.98	0.00	3236.76
		2012	1208.59	1208.59	544.05	193.38	0.00	3154.61
		2013	1190.99	1190.99	273.93	190.56	0.00	2846.47
			3543.23	3543.23	1584.46	566.92	0.00	9237.84
4608-	LEVENSON ANNE G &	2012	0.00	4695.03	985.95	375.60	0.00	6056.58
		2013	4626.65	4626.65	1064.21	740.26	0.00	11057.77
			4626.65	9321.68	2050.16	1115.86	0.00	17114.35
4801-	LEWIS DAVID/DANIE	2013	1867.88	1867.88	429.57	298.87	0.00	4464.20
4217-	REFSLAND CARL	2013	729.97	729.97	167.90	116.80	0.00	1744.64
1900-L	SALMON JAMES & LY	2008	255.30	255.30	354.45	40.84	0.00	905.89
		2009	316.00	316.00	363.40	50.56	0.00	1045.96
		2010	363.06	363.06	330.33	58.08	0.00	1114.53
		2011	339.16	339.16	227.13	54.26	0.00	959.71
		2012	358.42	358.42	161.10	57.34	0.00	935.28
		2013	353.20	353.20	81.19	56.52	0.00	844.11
			1985.14	1985.14	1517.60	317.60	0.00	5805.48

Grand total
47459.83



E9-1-1 Viewer

e911.vermont.gov/e911viewer



0.10 0 0.05 0.10 Miles



WGS_1984_Web_Mercator_Auxiliary_Sphere

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. E911 and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

October 1, 2014





Deicing Technology Business Unit
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Monday August 11, 2014

Dear Valued Salt Buyer,

There is a section on the quote letter this year requesting you to choose 1 of 2 purchasing options.

Option 1: State price with potential increase due to fuel surcharge and tons are guaranteed.

Option 2: Informal quote price without fuel surcharge and tons are not guaranteed and subject to availability.

State Pricing with Fuel Surcharge Option 1 or Price Option 2 Informal pricing with no guarantee.

Please indicate on the quote letter which pricing option you would like for the 2014-2015 winter season and if you have any questions do not hesitate to contact me.

mm
8/20

Thank you,

Amanda Knaus
Sales Account Manager

Cargill Deicing Technology
24950 Country Club Blvd, Suite 450
North Olmsted Ohio 44070
440-716-4774 Phone
952-367-1482 Direct Fax
amanda_knaus@cargill.com



Deicing Technology Business Unit
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Friday, August 08, 2014

Billing Information		Shipping Information		*Contact Information	
Name	POMFRET TOWN OF VT D4	POMFRET TOWN OF VT	Attn:	SALT BUYER	
Account Number	1500012016	2500010270	Title		
Address 1	MAIN ST	100 LA BOUNTY RD	Phone		
P O Box			Fax		
City State Zip	NORTH POMFRET, VT 05053	NORTH POMFRET, VT 05053	Mobile		
County	WINDSOR		e-mail		
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.					

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2014/2015 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
1135 - Bulk Deicing Salt	N/A	\$83.52	1,000	1AES WHITE RIVER JUNCTION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.				

- Option 1: State price with potential increase due to fuel surcharge and tons are guaranteed.
 Option 2: Informal quote price without fuel surcharge and tons are not guaranteed and subject to availability.
 State Pricing with Fuel Surcharge Option 1 or Price Option 2 Informal pricing with no guarantee.

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN FIVE (5) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within five (5) business days from the Date, Cargill agrees to hold the quoted prices firm from August 8, 2014 through April 30, 2015. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2014, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s)

Payment Terms	NET 30 DAYS	PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.
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Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Deicing Technology Business Unit Amanda Knaus Sales Account Manager Amanda_Knaus@Cargill.com 952-367-1482 - f	Accepted
	Signature:
	Name: Mark C. Warner
	Title: Selectboard Chair
	e-mail: Mark.Warner@PomfretVT.us

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business Unit
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information		Shipping Information	
Name:	Pomfret, Town of VT D4	Pomfret, Town of VT D4	
DBA (if applicable)			
Address 1	5218 Pomfret Road	100 LaBounty Road	
Address 2		Attn: Art Lewin, Road Foreman	
City State Zip	North Pomfret, VT 05053	North Pomfret, VT 05053	
County	Windsor	Windsor	
Attn:	Art Lewin, Road Foreman		
Phone (802)	457-2767	Fax	457-8180
		e-mail:	Art.Lewin@PomfretVT.us

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt, and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business Unit
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Thursday, August 28, 2014

Billing Information		Shipping Information		*Contact Information	
Name	POMFRET TOWN OF VT D4	POMFRET TOWN OF VT	Attn:	SALT BUYER	
Account Number	1500012016	2500010270	Title		
Address 1	MAIN ST	100 LA BOUNTY RD	Phone		
PO Box	286		Fax		
City State Zip	NORTH POMFRET, VT 05053	NORTH POMFRET, VT05053	Mobile		
County	WINDSOR		e-mail		
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.					

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2014/2015 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
1135 - Bulk Deicing Salt	N/A	\$75.52	1,000	1AES WHITE RIVER JUNCTION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.				

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN SEVEN (7) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within seven (7) business days from the Date, Cargill agrees to hold the quoted prices firm from August 28, 2014 through April 30, 2015. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2014, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s)

Payment Terms	Net 30 Days	PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.
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Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Deicing Technology Business Unit Amanda Knaus Sales Account Manager Amanda_Knaus@cargill.com 952-367-1482 - f	Accepted
	Signature:
	Name: Mark C. Warner
	Title: Selectboard Chair
	e-mail: Mark.Warner@pomfretvt.us



Deicing Technology Business Unit
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information		Shipping Information	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone	Fax	e-mail:	

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

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9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.



Deicing Technology Business Unit
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Monday August 28, 2014

Dear Valued Salt Buyer,

Enclosed with this letter is revised pricing for the 14-15 winter season. If you are accepting this price and agreement, it will supersede any agreement signed for the state contract and will not include fuel surcharge. If there is any confusion or questions please do not hesitate to contact me.

Thank you,

Amanda Knaus
Sales Account Manager

Cargill Deicing Technology
24950 Country Club Blvd, Suite 450
North Olmsted Ohio 44070
440-716-4774 Phone
952-367-1482 Direct Fax
amanda_knaus@cargill.com

Nelson Bugbee
 253 Rte 12
 Hartland, VT 05048

Estimate

Date	Estimate #
9/30/2014	1

Name / Address
Town of Pomfret Mark Warner, Chair Select Board 5218 Pomfret Road North Pomfret, VT 05053

Project

Description	Qty	Rate	Total
Ditch digging and back fill pole to pedestal 350 feet @ \$2.50 per foot	350	2.50	875.00
		Total	\$875.00

Nelson Bugbee
 253 Rte 12
 Hartland, VT 05048

Estimate

Date	Estimate #
9/30/2014	2

Name / Address
Town of Pomfret Mark Warner, Chair Select Board 5218 Pomfret Road North Pomfret, VT 05053

			Project
Description	Qty	Rate	Total
Ditch digging from Pedestal to tower - approximately 850 feet Pathway to be cleared 5 to 6 feet wide and debris cleared also leaves should be blown out if possible Ditch digging only - no guarantee on the depth of the ditch as terrain is unknown Total Not to Exceed \$1,800	1	1,800.00	1,800.00
Total			\$1,800.00

TOWN OF POMFRET, VERMONT

NOTICE OF DOG ORDINANCE ADOPTION

Pursuant to Title 24, Vermont Statutes Annotated, sections 1972 and 1973, the Selectboard of the Town of Pomfret, Vermont, adopted the following Town Dog Ordinance on October 1, 2014.

The Ordinance shall become effective sixty days after the vote to adopt. The adoption of the Ordinance may be disapproved by a vote of a majority of the qualified voters of the Town voting at an annual or special meeting duly warned for the purpose, pursuant to a petition for a vote on the question of approving the adoption. A petition for a vote on the question of approving the adoption shall be signed by no less than five percent of the qualified voters of the Town of Pomfret, and presented to the Selectboard or Town Clerk within forty-four days following the date of action by the Selectboard.

The full text of the ordinance is available for review at the Pomfret Town Office, Monday, Wednesday & Friday 8:30 a.m. to 2:30 p.m. or on the municipal website at www.pomfretvt.us For more information, contact the Pomfret Town Clerk, 5218 Pomfret Road, North Pomfret, VT 05053. (802) 457-3861. clerk@pomfretvt.us

ORDINANCE SUMMARY:

SECTION 1. AUTHORITY. This ordinance is adopted by the selectboard of the Town of Pomfret under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10, 14 & 15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. It is the purpose of this ordinance to regulate the keeping of dogs to protect public health and safety and to protect the residents' quiet enjoyment of their homes and properties.

SECTION 3. DEFINITIONS.

SECTION 4. DISTURBANCES AND NUISANCES.

SECTION 5. COLLAR AND LICENSE.

SECTION 6. HUMANE CARE OF DOGS.

SECTION 7. IMPOUNDMENT.

SECTION 8. NOTICE OF IMPOUNDMENT AND RELEASE FROM IMPOUNDMENT.

SECTION 9. ENFORCEMENT.

SECTION 10. INVESTIGATION OF VICIOUS DOGS

SECTION 10. PENALTIES AND COSTS.

SECTION 11. OTHER LAWS

SECTION 12. SEVERABILITY.

SECTION 13. EFFECTIVE DATE. This ordinance shall become effective 60 days after its adoption by the Pomfret Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Town of Pomfret Selectboard

10/1/14

TOWN OF POMFRET
DOG ORDINANCE
Originally Adopted May 22, 1984
Amended December 19, 2012
Amendment adopted October 1, 2014
Effective November 30, 2014

SECTION 1. AUTHORITY This ordinance is adopted by the selectboard of the Town of Pomfret under authority of 20 V.S.A. § 3549, 24 V.S.A. §§ 2291 (10, 14 & 15), and 24 V.S.A. Chapter 59.

SECTION 2. PURPOSE. It is the purpose of this ordinance to regulate the keeping of dogs to protect public health and safety and to protect the residents' quiet enjoyment of their homes and properties.

SECTION 3. DEFINITIONS. For purposes of this ordinance, the following words and/or phrases shall apply:

- A. **"Dog"** means any member of the canine species; including wolf hybrid.
- B. **"Wolf hybrid"** means:
 - 1. An animal that is the progeny of a dog and a wolf (*Canis lupus* or *Canis rufus*);
 - 2. An animal that is advertised or otherwise described or represented to be a wolf hybrid; or
 - 3. An animal that exhibits primary physical and/or behavioral wolf characteristics
- C. **"Owner"** means any person who has actual or constructive possession of a dog. The term also includes those persons who provide food and shelter to a dog.
- D. **"Run at large"** means that a dog is not:
 - 1. Under restraint, meaning that the dog is controlled by a leash or is with a competent person and obedient to that person's commands;
 - 2. in a vehicle;
 - 3. on the owner's property;
 - 4. on the property of another person with that person's permission; or
 - 5. hunting with the owner.
- E. **"Vicious dog"** means a dog that attacks any person or causes any person to reasonably fear attack or bodily injury from such animal, unless the person is trespassing on the property of the owner of the dog. The term shall also mean any dog that, while running at large, attacks another domestic pet or domestic animal, as defined in 20 V.S.A. § 3541.

F. **“Municipal Officer”** means any constable, police officer, or the Selectboard, or any designee of the Selectboard and the use of any of those terms in this Ordinance shall be deemed to include all others, except where Selectboard is referenced as the adopting authority or appeal authority, where the use of that terms shall be exclusive.

SECTION 4 DISTURBANCES AND NUISANCES

The following are declared to be public nuisances punishable under this Ordinance, without intending limitation of availability of remedy of any party to pursue any action for private nuisance or damage to person or property:

- A. No dog owner shall permit his/her dog to run at large in the Town of Pomfret.
- B. No dog owner shall permit his/her dog to harass or attack people or to harass or attack domestic pets or domestic animals unless such people or animals are trespassing on the private property of the owner of the dog.
- C. No person shall permit his/her dog to disturb the quiet, comfort and repose of others by frequent, habitual or persistent barking or howling.
- D. The person in control of a dog that defecates in any public area or on the private property of another person shall immediately remove the fecal material and dispose of it in a sanitary manner.
- E. If a dog causes harm to another domestic animal without provocation, said dog may be ordered by any municipal officer to be impounded or immediately removed from the Town of Pomfret or destroyed depending on the seriousness of the violation. The owner of the dog may appeal such order by delivering written notice of such appeal to the office of the Town Clerk, as representative of the Selectboard within ten (10) days of the date of the order. The appeal shall be heard by the Selectboard at public hearing within fifteen (15) days of the date of delivery of the written notice of appeal. The owner shall be notified of the date of the hearing by written notice addressed to the last known address of the owner. The Selectboard shall issue a written decision on the appeal promptly, but in no event later than fifteen (15) days following the appeal hearing. A copy of the decision shall be sent to the owner.
- F. The dog is causing damage to the property of anyone other than its owner, by, for example and without limitation:
 - a. Turning over garbage containers; or
 - b. Doing damage to gardens, flowers, shrubs, vegetables or lawns; or
 - c. Injuring or worrying people, domestic pets, domestic animals, or other dogs.

SECTION 5. COLLAR AND LICENSE

- A. The owners of all dogs shall cause said dogs to be licensed according to the laws of this state (20 V.S.A. § 3581) and shall insure that his/her dog(s) wear a collar or harness with the current license attached. An animal that is visiting from out of state must wear a collar or harness with a current license from its home state attached.
- B. A dog that is found without a collar or harness and license may be immediately impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.

SECTION 6 HUMANE CARE OF DOGS

All dogs and other domestic pets and animals shall be furnished with clean and safe facilities sufficient to protect the animal and the public health. Any dog determined by the constable or county sheriff to be without such clean and safe facilities may be impounded and the owner charged with a violation of this ordinance.

SECTION 7 IMPOUNDMENT

- A. Anyone authorized to enforce the ordinance is authorized to impound a dog.
- B. Any dog which the constable or county sheriff has reasonable grounds to believe to be a vicious dog which presents an imminent danger to people or other animals may be immediately impounded.
- C. Any dog that is found to be without a collar and license may be impounded under authority of 20 V.S.A. § 3806 and shall be managed under the provisions of that statute.
- D. The Selectboard may enter into an agreement with an individual or business to provide care for impounded dogs.

SECTION 8. NOTICE OF IMPOUNDMENT AND RELEASE FROM IMPOUNDMENT.

- A. The constable or county sheriff who impounds a dog shall, within 24 hours, give notice to the owner thereof either personally, by telephone call or voicemail, or by written notice at the owner's dwelling or mailed to the last known address of the owner, stating the reason for the impoundment, the location of the animal and the steps that are necessary to have the animal returned to the owner.
- B. The constable or county sheriff who impounds a dog shall report the impoundment to the selectboard at the next public selectboard meeting.
- C. If an impounded dog has no license or other identification, the person who impounds it shall proceed under the provisions of 20 V.S.A. § 3806
- D. Impounded animals shall be released to the owner only after payment of all impoundment costs and after remedial action by the owner. Impoundment costs shall be set annually by the selectboard and may include but are not limited to boarding costs, veterinary costs and costs incurred by Town officials.

SECTION 9. ENFORCEMENT.

- A. This is a civil ordinance and shall be enforced by the constable or county sheriff in the Vermont Judicial Bureau in accordance with 24 V.S.A. § 1974a et seq.
- B. When the constable or county sheriff has reasonable grounds to believe that a person has violated a provision of this ordinance they may issue a municipal ticket which is prosecuted through the Vermont Judicial Bureau. They shall report the alleged violation and the issuance of municipal tickets to the Selectboard at the next public Selectboard meeting.

SECTION 10. INVESTIGATION OF VICIOUS DOGS

- A. When a domestic pet has bitten a person while the domestic pet is off the premises of the owner or keeper, and the person bitten requires medical attention for the attack, such person may file a written complaint with the legislative body of the municipality. The complaint shall contain the time, date and place where the attack occurred, the name and address of the victim or victims, and any other facts that may assist the legislative body in conducting its investigation.
- B. The legislative body, within seven days from receipt of the complaint, shall investigate the charges and hold a hearing on the matter. If the owner of the domestic pet which is the subject of the complaint can be ascertained with due diligence, said owner shall be provided with a written notice of the time, date and place of hearing and the facts of the complaint.
- C. If the domestic pet or wolf-hybrid is found to have bitten the victim without provocation, the municipal officials shall make such order for the protection of persons as the facts and circumstances of the case may require, including, without limitation, that the domestic pet is disposed of in a humane way, muzzled, chained, or confined. The order shall be sent by certified mail, return receipt requested. A person who, after receiving notice, fails to comply with the terms of the order shall be subject to the penalties provided in 20 VSA § 3550.
- D. In cases where the dog is determined to be vicious through investigation by a municipal officer, the owner (in addition to being subject to any other sanction or penalty reference in or provided by this Ordinance) may be ordered to remove the animal from the Town of Pomfret or to destroy the animal depending on the seriousness of the violation. Such order shall be subject to appeal by the owner pursuant to the procedure in the immediately preceding paragraph. If the animal in question has bitten or broken the skin of a person or other domestic animal, this animal will be required to be confined for ten (10) days (and may be tested for rabies or any other disease) all at the owner's expense.
- E. The procedures provided in the section shall only apply if the domestic pet is not a rabies suspect. If a member of the legislative body or a municipal official designated by the legislative body determines that the animal is a rabies suspect, the provisions of

Subchapter 5 of Title 20, Chapter 193 and the rules of the department of health shall apply.

SECTION 10. PENALTIES AND COSTS.

Except as provided Section 4(E) and Section 10 regarding a vicious dog as defined herein, where additional anctions may be imposed, fines and penalties in addition to costs of impoundment may be imposed as follows:

- A. First offense \$100.00 full penalty/\$50.00 waiver penalty
- B. Second offense \$150.00 full penalty/ \$100.00 waiver penalty
- C. Third and subsequent offenses \$200.00 full penalty/\$150.00 waiver penalty

SECTION 11. OTHER LAWS. This ordinance is in addition to all other Ordinances of the Town of Pomfret and all applicable laws of the State of Vermont.

SECTION 12 SEVERABILITY If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

SECTION 13 EFFECTIVE DATE This ordinance shall become effective 60 days after its adoption by the Pomfret selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the taking effect of this ordinance.

Adopted as amended this _____ day of _____, 2014

Pomfret Selectboard

Adoption History

1. Agenda item at regular Selectboard meeting held on May 21, 2014 and June 4, 2014
2. Read and adopted at regular Selectboard meeting on July 2, 2014
3. Re-adopted at regular Selectboard meeting on October 1, 2014
3. Posted in public places on October 3, 2014.
4. Notice of adoption published in the Vermont Standard newspaper on October 9, 2014 with a notice of the right to petition.
5. Other actions [petitions, etc.]

Information for the Selectboard re Library Restoration Project and funding
From Anne Bower, Library Trustee & Facilitator of its Cresting Tile (Library Restoration) Committee
October 1, 2014

At the 2012 Town Meeting, the voters approved creation of an Abbott Memorial Library Building Reserve Fund to be used for the repair and maintenance of the Library, and voted \$3000 be put in this fund. No money was put into this fund until 2013, when a CD for \$3000 was purchased. I understand another \$3,000 will be added this year, for a total of \$6,000, and that in 2015 another \$3,000 will also be added. The project that we intend to use that money for is restoring the historic cresting tiles to the Library.

In order to apply for an Historic Preservation Grant from the state (application due Oct. 6 of this year), we must show that the Library has guaranteed "matching funds" that total the cost of the entire project, minus the amount of the grant application (\$20,000).

The total estimated cost of the project has come in higher than we expected (this is just an estimate—actual bids could be lower) and is \$75,666. This includes remaking most of the cresting tiles (exact copies of old designs), all labor and materials, shipping, and some minor slate repairs also. Using newly made cresting tiles means security about their longevity. (The older ones would all have required various labor-intensive kinds of cleaning and/or repairing and we'd have to re-make quite a few anyway.) We can definitely re-use six of the seven large finials which are thick terracotta in good condition.

The Library Board is the applicant on this grant and I (with help from members of our "Cresting Tile" committee) will be the grant administrator, if we win the grant.

What we need from the Town in order to go forward with the grant application is
Proof of the Town's municipal and non-profit status
Your assurance that the \$9,000 will be available in 2015
Perhaps—pledge of a guaranteed loan (against future fund-raising) of approx. \$4,316

Funding plan--(this is still in flux and will be discussed at a Special Library Board meeting Sunday at 9 a.m.):

Fund-raising to date—actual and pledges:	22,350
Town Reserves: (actual and pledges):	9,000
Grant:	20,000
Library Reserve (to use until fund-raising reaches full goal):	20,000
Possible guaranteed loan from town) against future funding raising:	4,316
Total:	75,666

The grant program requires that we show we have funding for the full amount of the project less the grant amount.

We will be submitting the grant application on Monday, Oct. 6 (which is the absolute deadline). If by some lucky chance we get pledges or actual donations between now and then, we may be able to reduce or eliminate the amount we'd need to borrow from the town.

In a separate but related matter: On Oct. 15th the State Dept. of Historic Preservation is presenting the Library's application for listing on the National Register of Historic Places to the national committee. The Dept. is quite confident that this will go through.

9-25-14 Mtg

Pomfret Hazard Mitigation Plan

Possible Committee:

EMD – Kevin Rice

EMC – Mark Warner

Highway – Art Lewin

Zoning/Flood – Preston Bristow

FAST – Frank Perron

Others:

Phil Dechert

Bruce Martin

Neil Lamson

TRORC – Samantha Holcomb

Meetings:

1. Overview, Importance, Process – Review Previous Plan
2. Risk Assessment – Hazard Ranking
3. Draft Review
4. Hazard Mitigation Strategies

Meetings 1 & 2 can be combined

Mondays or Wednesdays at 5 or 5:30

Wed - October 8, 22, 29

Mon – October 20