

**Town of Pomfret  
Selectboard Meeting Agenda  
Town Offices  
5218 Pomfret Road, North Pomfret 05053  
October 4, 2023, 7:00 pm**

*Zoom instructions below*

Business Items	
1. Call to Order	7:00 pm
2. Executive Session re: Personnel Matters	
3. Agenda Review	7:30 pm
4. Public Comment	
5. Road Foreman's Report	7:35 pm
6. Items for Discussion or Vote a. Salt and ClearLane Purchasing b. Limited Event Permit (Abracadabra Coffee, October 8) c. Request to Cater Permit (2324 Stage Road) d. Revised Purchasing Policy e. Appointment of ZBA Members f. Town Administrator Job Description g. Preliminary FY 2025 Budget Planning h. Warrants i. Approval of September 20, 2023 Minutes	8:00 pm
7. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	
8. Adjournment	
<i><b>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</b></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, followed by Meeting ID 953 9507 9923 and Password 306922



Salt, Road Safety  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

**INFORMAL QUOTE LETTER**

Wednesday, August 30, 2023

Account Information		*Contact Information	
Account Number	2500010270	Attn:	VALUED CUSTOMER
Name	POMFRET TOWN OF VT - D4 - 8545	Title	
Address 1	100 LA BOUNTY RD	Phone	
P O Box		Fax	
City State Zip	NORTH POMFRET, VT 05053	Mobile	
County	WINDSOR	e-mail	

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

*Price Basis Per Ton*

Product	DELIVERY	Estimated Tons	Terminal
CLEARLANE® DEICER ENHNC D BULK	██████	900	SHELBURNE VT US CDT 1001
<i>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</i>			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) 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 ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from August 30, 2023 through May 31, 2024. 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, 2023, 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). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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*Payment terms & credit limits are subject to change.*

*Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.*

<b>Cargill, Incorporated</b> <b>Salt, Road Safety</b>  Sara Cope  <i>Sara Cope</i>  800-600-7258 - p 952-404-8491 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



Salt, Road Safety  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

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County	WINDSOR	e-mail	

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DEICER SALT ICE CNTRL BLK DR	██████	500	WHITE RIVER JCT US CDT
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<b>Cargill, Incorporated          Salt, Road Safety</b>  Sara Cope  <i>Sara Cope</i>  800-600-7258 - p 952-404-8491 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:



**Application ID:** DLL - Application - 32266  
**Application for:** Limited Event  
**Category of Business:** One Time Occasion

### Business/ Entity Information

**Business/ Entity Name:** Abracadabra Coffee Co.  
**Business ID:** 0355186  
**Business Address:** 35 Wayside Rd.,  
Woodstock, Vermont 05091  
**Entity Type:** Business Corporation  
**Phone:** [REDACTED]  
**Management Type if LLC:**  
**Email:** info@abracadabracoffeeco.com

### Foundational License (if applicable)

**License Type:**  
**Licensee Name:**  
**Licensee Address:**  
,  
,  
**License Number:**  
**License Status:**  
**License Start Date:**  
**License End Date:**

### Event Contact/s

**Person:**  
Sarah Yetter

**Business Role:**  
Partner

**Phone:**  
[REDACTED]

**Business Address:**  
35 Wayside Rd.,  
Woodstock, Vermont, 05091

**Email:**  
info@abracadabracoffeeco.com

### Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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## Event Premises Details

**Location Name:**

Abracadabra Coffee Co.

**Location Address:**

35 Wayside Rd.,  
Woodstock, Vermont 05091

**Local Jurisdiction/ Town Clerk:**

Pomfret

**Start date and time of event**

October 8 2023  
15:00

**End date and time of event**

October 8  
2023 21:00

**Approximate Number of Persons Expected****Describe the type of event/ OCP Area:**

1 Acre field behind building. Boundaries clearly marked with signs and cordons.

## Documents Attached

Name	Document Type	Assosicated With
D-06820	Articles of Organization	Abracadabra Coffee Co.
D-06825	Federal Employee Identification #	Abracadabra Coffee Co.
D-06826	Operating Agreement	Abracadabra Coffee Co.
D-06828	Proof of Worker Compensation Insurance	Abracadabra Coffee Co.
D-09326	Health License	LN-026824
D-09326	Health License	LN-026824

## Payment and Acknowledgement

**Signed by:**

Sarah Yetter

**State of Vermont / DLL Application Fee:**

250.00

**Date and time of Submission:**

2023-09-21 14:40:59

**State of Vermont / DLL Payment Status:****Local Control Payment Status:**

false

**Local Application Fee:**

0

**PURCHASING POLICY  
TOWN OF POMFRET, VERMONT**

**Updated October 2, 2023**

**Approved [October 4, 2023]**

**PURPOSE.** The purposes of this Purchasing Policy are:

- To obtain the highest quality equipment, supplies and services for the Town of Pomfret at the lowest reasonable price;
- To exercise financial control over the purchasing process;
- To authorize and direct purchasing agents of the Town;
- To facilitate fair and equal opportunity among qualified suppliers; and
- To encourage public confidence in the purchasing process.

**PURCHASING PREFERENCE.**

Whenever possible, local, small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases and all other affirmative action requirements outlined in the grant provisions must be followed.

Purchasing agents (as defined below) may exercise a preference for local, businesses for purchases made exclusively with Town funds, provided that the does not result in unreasonable prices or rates due to a lack of competition. d. No local preference may be given for purchases made with federal funding.

**CONFLICTS OF INTEREST AND PROHIBITED CONDUCT.** All purchases of equipment, supplies and services with Town funds are “official actions” as defined in the Town of Pomfret Conflict of Interest Policy and subject to the terms thereof, including enforcement procedures. The Conflict of Interest Policy is available at the Town Offices, 5218 Pomfret Road, North Pomfret, and on the Town’s Website, <https://pomfretvt.us>.

In addition to the prohibitions described in the Conflict of Interest Policy, no purchasing agent may solicit or accept gratuities, favors or anything of value from contractors, potential contractors, subcontractors or potential subcontractors. Nor may purchasing agents divide purchases into smaller amounts or quantities for the purpose of avoiding the requirements of this Purchasing Policy.

**RECORDKEEPING AND DOCUMENTATION.** Records documenting the purchasing process shall be retained for the longer of three years and the period in which the purchased good or service is anticipated to remain in the Town’s use.

Records for purchases that are subject to litigation or audit shall be retained at least until such litigation or audit is completed. Purchases made with federal funding may be subject to more stringent recordkeeping requirements, in which case those requirements must be satisfied.

Documentation required for incidental purchases (as defined below) shall include the related invoice in the name of the Town (not in the name of an individual or business) or an itemized receipt or order confirmation.

Documentation required for minor purchases, medium purchases and major purchases (each as defined below) shall include, as applicable, record of the Selectboard's approval, competitive quotes, request for proposal, proposals received, an explanation of the basis for the proposal selected, and records of any other significant decision that was part of the purchasing process.

Records shall be maintained by the Town in accordance with the retention and disposition schedules as set by the Vermont State Archivist

**PURCHASING AUTHORITY AND RESPONSIBILITIES.** Only individual employees, public officers and agents who have been explicitly authorized by the Selectboard as "purchasing agents" may purchase equipment, supplies or services with Town funds. The Selectboard hereby authorizes the following purchasing agents: [Selectboard, Treasurer, Clerk, Road Commissioner(s), ~~and~~ Road Foreman, and Cemetery, Library, and Fire Department designated employees]. The Selectboard may from time to time authorize or deauthorize purchasing agents and shall keep a written record of such actions.

Upon their authorization and before making any purchases, purchasing agents shall review this policy and the Credit and Debit Card Policy to understand how to comply with their requirements, sign the Acknowledgement below, and submit the signed version to the Treasurer.

Purchasing agents shall:

- Ensure optimal price and quality for equipment, goods and services are obtained by utilizing pricing agreements and contracts;
- Review each purchase to avoid unnecessary or duplicative purchases;
- Select vendors based on:
  - Cost;
  - Quality of the goods and services offered;
  - Compatibility with existing equipment ~~and the ability;~~
  - The ability, capacity and skill of the vendor (as demonstrated under prior contracts with the Town or references from other customers); and
  - The purchasing preference described above;
- Ensure competition is not limited by geographic location of vendors (subject to the purchasing preference described above), unreasonable requirements or qualifications, restricted with limits on the geographic location of vendor, or anticompetitive pricing practices; and
- Confirm that vendors doing work on Town premises carry adequate general liability and workers' compensation insurance.

**CREDIT AND DEBIT CARD PURCHASES.** Purchasing agents who have been authorized to use a Town credit or debit card may utilize their card solely to purchase equipment or supplies for the Town. Such purchases are subject to this Purchasing Policy and the Credit and Debit Card Policy. A purchasing agent's failure to follow these policies is grounds for cancellation of the purchasing agent's credit or debit card.

**PURCHASING PROCEDURES.** Purchases of equipment, supplies or services with Town funds are classified by their monetary cost. The procedures for such purchases are described below. The Selectboard shall consult with individuals or entities on purchases of equipment, supplies or services to be used by their respective department or organization. All purchases are limited to the amount of the budget line authorized by the town.

**Incidental Purchases (up to \$2,500.00).** Purchasing agents may make incidental purchases without prior approval, provided that such purchases are within the applicable line item of the approved budget then in effect. When in doubt, the Selectboard should be consulted on the applicability of a line item to a proposed purchase, and the Treasurer should be consulted on the availability of funds in the applicable line item.

**Minor Purchases (from \$2,500.01 to 15,000.00).** Purchasing agents may make minor purchases only upon approval at by the Selectboard at a public meeting and as documented in the minutes thereof. When feasible, minor purchases will be approved only on the basis of at least two competitive, written quotations from qualified vendors.

**Medium Purchases (from \$15,000.01 to 50,000.00).** Purchasing agents may make medium purchases only upon approval by the Selectboard at a public meeting and as documented in the minutes thereof. Subject to the exceptions described below, medium purchases may be approved only on the basis of at least two competitive, written quotations from qualified vendors.

**Major Purchases (greater than \$50,000.00).** Purchasing agents may make major purchases only upon approval by the Selectboard at a public meeting and as documented in the minutes thereof. Subject to the exceptions described below, major purchases may be approved only on the basis of sealed bid process meeting the requirements described below.

**Purchases Made with Federal or State Funding.** Purchases made with federal or state funds may be subject to more stringent procedural requirements for their approval, in which case those requirements must be satisfied. See in particular, the Davis-Bacon and Related Acts, <https://www.dol.gov/agencies/whd/government-contracts/construction>.

Federally funded non-competitive purchases of \$150,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

Federal and state requirements are subject to change and purchasing agents must ensure they are familiar with the current requirements before approving a purchase made with federal or state funds.



**PURCHASING PROCEDURE EXCEPTIONS.** The purchasing procedures described above may altered for any of the following reasons, provided that any such exception be made in a public meeting and documented in writing. Not all exceptions below may be available for purchases made with federal or state funding.

**Sole Source Purchases.** If the Selectboard determines that there is only one qualified source for a proposed purchase after conducting a good faith review of available sources, it may waive the quote or sealed bid process and authorize the purchase from the sole available source after determining that the price offered is fair and reasonable.

**Recurring Purchases.** If the total value of a recurring purchase of a good or service is anticipated to exceed \$25,000 during one or more fiscal years, the quote or sealed bid process shall still be utilized and shall specify the recurring nature of the purchase. Once a quote or sealed bid has been accepted, future purchases may be made from the same bidder without first obtaining quotes or sealed bids as long as the quote or bid price remains the same.

**Emergency Purchases.** The Selectboard may approve purchases in the event of a public emergency without first obtaining quotes or sealed bids. Such purchases must be deemed necessary to address an ongoing emergency such that any delay would endanger persons or property or result in substantial impairment of the delivery of Town services.

**Professional Services.** The quote or sealed bid process need not apply to the selection of providers of services, including engineering and architectural services, that are characterized by a high degree of professional judgment and discretion including without limitation legal, financial, auditing, risk management, and insurance services.

**State of Vermont Equivalent Terms.** The quote or sealed bid process need not apply to purchases of equipment, goods and services from vendors who offer substantially the same terms and pricing to the Town as are provided the State of Vermont.

**SEALED BID PROCESS.** The sealed bid process begins with the a request for proposals (RFP) prepared by the Selectboard or its designee and sent to qualified providers.

RFPs shall be published on the Town's website and on the Vermont Business Registry and Bid System, <http://www.vermontbusinessregistry.com/>. RFPs may also be published in a newspaper of general circulation in the region and/or sent to providers believed to be eligible for selection.

**Bid Specifications.** A list of bid specifications shall be included in each RFP and made available for inspection at the Town office. Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Requirement that responses to specifications are in the same order as listed in request for bid.
5. The bid shall include, for lump sum contracts, the lump sum base bid and the bid for each

- alternate; for unit price contracts, the unit price for each item and the total.
6. Specifications for the project or services including quantity, design, and performance features.
  7. Bond and/or insurance and liability requirements.
  8. A copy of the proposed contract.
  9. Any special requirements unique to the project or purchase.
  10. Delivery or completion date.
  11. For construction projects, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.
  12. For construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
  13. Request for customer references with names and contact information.
  14. Language that reserves for the Selectboard the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, to make an award which in its sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Once an RPF has been issued, the bid specifications will be made available at the Town Offices, 5218 Pomfret Road, North Pomfret, and on the Town's Website, <https://pomfretvt.us>.

**Bid Submission.** All bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

**Bid Opening.** After the specified bid deadline, every bid received prior to the bid submission deadline will be publicly read aloud by the Selectboard. The bid opening will include the name and address of bidder; ~~for~~ lump sum contracts; and the nature and the amount of security furnished with the bid if required.

**Criteria For Bid Selection.** In evaluating bids, the Selectboard will consider the following criteria:

1. Price.
2. Bidder's ability to meet bid specifications.
3. Bidder's proven ability to perform within the specified time limits.
4. Bidder's experience and reputation, including past performance for the Town and references by the bidder's customers.
5. Quality of the materials and services specified in the bid and compatibility with existing materials and equipment.
6. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
7. Bidder's financial capacity and responsibility.
8. Bidder's availability to provide future service, maintenance, and support.
9. Nature and size of bidder.
10. Contract provisions that are acceptable to the Town.
11. For construction projects over \$2,000, the bidder's acceptance of wages in the current wage determination provided as part of the RFP.
12. Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service.

*For purchases made with federal funding, the following criteria also apply:*

13. There shall be no preference exercised for local contractors or suppliers.
14. Minority and women-owned businesses must be included in the solicitation list for the request for proposal.
15. The Selectboard may not select a bidder who is listed on the Excluded Parties List System website (<https://www.sam.gov>).

**Specification Changes.** If specification changes are made before the bid submission deadline, the RFP will be amended and notice shall be sent to any known bidder and bidders who already submitted a bid. If the amendment is substantial, the Selectboard may restart the bidding process. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change for written approval by the bidder and Selectboard.

*[Remainder of page intentionally blank. Signature page follows.]*

**APPROVED** by the Selectboard this 3<sup>rd</sup> day of October, 2023, and effective until amended or repealed.

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John Peters Jr., Chair

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Benjamin Brickner, Vice-Chair

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Meg Emmons

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Steve Chamberlin

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Emily Grube

*[Remainder of page intentionally blank. Purchasing Agent Acknowledgement follows.]*

**PURCHASING POLICY  
PURCHASING AGENT ACKNOWLEDGEMENT**

**TOWN OF POMFRET, VERMONT**

I have read the Purchasing Policy approved on October 3, 2023 and the Credit and Debit Card Policy approved on July 17, 2023, understand these policies, and agree to comply with their requirements.

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Purchasing Agent

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Date

Town of Pomfret Selectboard  
Draft Meeting Minutes  
September 20, 2023

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

Public: Nancy Matthews (Auditor), Cathy Emmons, Bailey Markwell, Chelsea Howland, Jacob Cole, Sarah Yetter, Clint Hunt

1. John called the meeting to order at 7:01 pm.
2. Agenda Review – Ben moved and John seconded that 5A (Sessions Meadow Highway Access Permit) and 5F (Revised Purchasing Policy) be deleted, and that an executive session to discuss confidential attorney-client communication be added before Meeting Wrap Up. Unanimous.
3. Public Comment – None.
4. Road Foreman’s Report – Jim reports the garage generator will be installed next Friday. He hopes to get the ditch for conduit in place before then. He also has looked into road sign sizes and prices and has replacements for Stage Road and Howe Hill Road. Brian will be on vacation next week. Jim needs to send a letter to a resident regarding moving stones from a wall out of the highway right of way. Jim is working with Cloudland Road residents regarding placement of signs, barriers, etc. for the upcoming foliage season traffic pattern changes.
5. Items for Discussion or Vote
  - a. Joe Ranger Road Large Event Permit (September 30) – An application has not been received. John will follow up. A copy of the catering permit will be sent to Hartford, which provides emergency services to this part of town. Ben moved and Emily seconded the Selectboard delegate to John approval of the permit application when received. Unanimous.
  - b. Bartlett Brook Large Event Permit (October 2) – The bride- and groom-to-be were present to answer questions. Amplified music will end by 10 PM and be limited to inside the barn with the doors closed. Ben moved and Meg seconded approval. Unanimous.
  - c. Liquor License Applications:
    - i. Special Event (Lawson’s, Saskadena Six, October 28) – Ben moved and Meg seconded approval. Unanimous.
    - ii. First Class (Abracadabra Coffee, Beer & Wine)
    - iii. Third Class (Abracadabra Coffee, Spirits)
    - iv. Outside Consumption (Abracadabra Coffee)Items 5C(ii), (iii) and (iv) were discussed together. The applicant stated the purpose of these applications was to make possible their October 8 event that has already been publicized. However, this will be the fifth such event in 2023 and applicants are limited to four Festival Permits from the Department of Liquor and Lottery (DLL) in a calendar year.

Emily observed that Abracadabra’s zoning permits did not contemplate alcohol service. She felt the applicant should obtain zoning approval before seeking plenary liquor licenses for these activities.

Ben moved and Meg seconded that the Selectboard delegate to John approval of (A) a First Class and Outside Consumption permit, provided the same can be limited by the Department of Liquor and Lottery to one month, otherwise (B) a request to cater permit for Abracadabra’s October event with parameters equivalent to the festival permits approved by the Selectboard in May and June. The vote was 4-0-1 (Peters, Brickner, Chamberlin, Emmons in favor; none opposed; Grube not voting) and the motion carried.<sup>[\*]</sup>

- d. Salt Purchase – Jim received a quote from Cargill for road salt; he will obtain a quote for ClearLane by the October 4 meeting.
- e. Opioid Settlement Funds Expenditures – The Selectboard felt that recent appropriations to Health Care & Rehabilitation Services of Vermont and other social services organizations satisfied that requirement that opioid settlement funds be spent on opioid remediation, and that no report to the state need be filed.
- f. Town Administrator Job Description – The next step in creating a job description is meeting with current employees to develop a logical position helpful to many current and/or future needs. Part/full time status needs to be determined in order to budget for such position.

- g. Warrants – Ben moved and Emily seconded approval for payment of the following warrants:

24020	\$ 15,779.00	Payroll
24021	686.68	Tax Refund
24022	9,338.59	Payroll
24023	1,211,342.32	A/P (incl. school payment and Sep. debit card)
24024	2,308.75	Payroll

Unanimous.

- h. Approval of Minutes – Emily moved and Ben seconded approval of the September 6, 2023, regular meeting minutes and the September 12, 2023, special meeting minutes as presented. Unanimous.

6. Executive Session

- a. Ben moved and John seconded that the Selectboard enter into executive session pursuant to 1 V.S.A. 313(a)(1)(F) to discuss confidential attorney-client communications. Unanimous. The Selectboard entered executive session at 9:32 pm.
- b. The Selectboard exited executive session at 9:32 pm, with no decisions having been made therein.

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\* **Editor’s Note:** After the meeting, DLL informed the applicant that due to a change in law effective July 1, 2023, the applicant was eligible for one additional “Limited Event” permit in 2023, which has now replaced the “Festival Permits” previously approved by the Selectboard. The applicant submitted a Limited Event permit application for the October 8 event on September 21. The same was approved on September 22 pursuant to the delegate described above.

7. Meeting Wrap Up
  - a. Correspondence – John has been in touch with the state re: the Wild Apple Road culverts; Meg announced we have received a grant for a Level 1 energy assessment on the Town Hall, and that Two Rivers will assist with the implementation.
  - b. Assignments – Emily will contact Sharon town administrator to get more information on job description, duties, benefits, etc.; John will follow up with Marge Wakefield concerning the Trustees of Public Funds vacancy, Joe Ranger residents regarding their large event, and Barber Hill Road resident regarding removal of a stone wall from the town's right-of-way; Ben will contact Joe regarding legal matters.
  - c. Agenda for Next Meeting – Revised purchasing policy, new ZBA members, Salt/ClearLane purchase, Dinsmore Road driveway continued deliberations, town administrator job description; preliminary budget planning.
8. Adjournment – John moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:43 pm.