

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
July 16, 2025, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Road Foreman Report	7:05 pm
5. Items for Discussion or Vote a. Town Highway Crack Sealing b. Town Garage Roof Painting c. FY 2026 Paving Scope d. Pomfret Road Slide Construction Contract and Schedule e. Pomfret Town Line Road Signs f. Request to Cater Permit Application (1162 GH Road, Aug. 2) g. Schedule Road Crew Member Application Interviews h. Law Enforcement Services Contract i. Warrants j. Approval of July 2 and July 10, 2025 Minutes	7:15 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:45 pm
7. Proposed Executive Session (Contracts, Employees)	
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

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Pomfret, a Vermont municipal corporation (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Town of Pomfret – Caper Street Slope Stabilization** – reparation of failed slope and installation of drainage measures.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **Caper Street in Pomfret, VT – Town Highway #___**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and approved in writing by both the Owner (or its designee) and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder and provide a written recommendation to the Selectboard of the Town of Pomfret (the "Selectboard") on the questions presented.
- C. Within seven days after the Selectboard receives the Engineer's written recommendation on a question concerning the requirements of the Contract Documents or the acceptability of the Work under the Contract Documents, the Selectboard shall either provide notice to the Engineer and Contractor that it intends to consider the matters addressed by the Engineer's written recommendation at the next Selectboard meeting, or the Engineer's

recommendations shall become the final decision on the questions presented. If the Selectboard provides notice and considers the Engineer's recommendations at a Selectboard meeting, it will render a written clarification, interpretation, or decision on the issue(s) submitted with the recommendation of the Engineer or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.
- E. Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Owner and Contractor. No employee-related withholdings or deductions shall be made from payments due to Contractor. Contractor shall not be entitled to receive any benefits from Owner and shall not be eligible for workers' compensation or unemployment benefits. Contractor agrees that it is an independent contractor and that this contract does not create a partnership, joint venture, or corporation of any kind.
- F. This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. No party hereto may assign its rights or obligations under the Contract without prior written consent of the other parties.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Specifications listed in the Table of Contents.
 - 3. Drawings as listed on the Drawing Sheet Index.
 - 4. Request for Proposals.
 - 5. Contract between Owner and Engineer (Harrington Civil Engineers, Inc.).
 - 6. Addenda.
 - 7. Exhibits to this Contract (enumerated as follows):
 - a. **Attachment A – Contract Plans by Harrington Civil Engineers, Inc.**
 - b. **Attachment B – Project Bid Form**
 - c. **Attachment C - Measurement and Payment**
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Jonathan Harrington, P.E. of Harrington Civil Engineers, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be completed and ready for final payment on or before **August 29, 2025**.
- B. Contractor shall provide Engineer and Owner written notice stating the date construction will begin at least seven (7) days prior to beginning construction.

4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times as agreed upon by the parties. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times as agreed upon by the parties.
- D. Contractor shall not be entitled to an adjustment in Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed: ***Please refer to attached Project Bid Form.***

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price by the actual quantity of that Work item completed. Actual quantities installed and completed will be

determined by the Engineer. In no instance shall the total amount paid to Contractor exceed the Total Bid Amount from the Contractor's Project Bid Form without written approval of Owner.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Insurance

- A. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard

exclusions, the coverage afforded shall be procured on a “follow the form” basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. Contractor shall provide and maintain all statutorily required insurance, including but not limited to Workers’ Compensation insurance. If Contractor is not required by law to carry Workers’ Compensation insurance, in place of proof of Workers’ Compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular statutory provision that exempts Contractor from having to carry such coverage.
- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 15.

ARTICLE 7 - CONTRACTOR’S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, in a workman like manner, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site, and shall keep the Site clean of trash and refuse, and shall maintain an organized appearance of the site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Contractor shall submit all proposed subcontractors and suppliers to the Selectboard. Within seven days after the Selectboard receives such a proposal, the Selectboard shall either provide notice to the Contractor that it disapproves of such subcontractor or supplier, or the Contractor's proposal shall be deemed approved. All subcontractors shall not perform any work under this Contract without first providing Owner certificates of insurance showing all of the coverages required in Article 6 of this Contract. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Owner may require Contractor to supply proof of payment for such materials or labor. In any event, Contractor shall pay the subcontractor(s) for undisputed services and materials provided by them within 30 days of receiving payment from Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss solely attributable to the fault of Contract Documents or solely attributable to the acts or omissions of Owner or Engineer, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers, employees and personnel at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order may be issued upon the written approval of the Owner or its designee.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples and any variations from the requirements of the Contract Documents accepted by Engineer shall be presented to Owner (or its designee) for a written Change Order approval.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee. This warranty shall be secured by security that is acceptable to the Owner.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work. If Contractor fails to promptly correct such defective Work, Owner may make a claim against the security securing the warranty and guarantee and/or hire a third party to cure the defective Work at the Contractor's expense.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, save and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury,

sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom caused by any act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner (or its designee) shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity (other than Owner), or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render recommendations to the Selectboard regarding the requirements of the Contract Documents, and the acceptability of the Work, and the Selectboard shall have the option to make final determinations on such questions by providing notice to Engineer and Contractor within seven days of the Selectboard receiving the Engineer's recommendation of the Selectboard's intent to consider the questions at the next Selectboard meeting. If the Selectboard fails to give notice within seven (7) days of the Selectboard receiving the Engineer's recommendations stating its intent to consider the questions presented at the next Selectboard meeting, the Engineer's recommendation shall be the final controlling decision on the questions presented.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work in writing.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate written Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either

differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement of Owner permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed, reviewed and approved by the engineer and Owner, and included in the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work

have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 20% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion

thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens (including any liens of subcontractors and vendors) or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
 - 6. Evidence acceptable to Owner that all subcontractors and vendors have been indefeasibly paid in full for all Work performed by each subcontractor and vendor.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses, the amount of which shall not exceed \$500, directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Selectboard is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the Owner are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to Owner which are otherwise imposed or

available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the State of Vermont.

ARTICLE 18 – TRAFFIC MANAGEMENT AND DIG SAFE

18.01 Contractor Responsible for Traffic Management.

- A. The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.
- B. From 4:00 PM to 8:00 AM on weekdays and Saturdays, and all-day on Sundays and holidays, both travel lanes on Pomfret Road and at least one lane of Caper Street shall be reopened to vehicular traffic.
- C. Beginning August 27, 2025 (first day of school in the Mountain View Supervisory Union) both travel lanes on Pomfret Road shall be reopened to vehicular traffic by 3:30 PM on days that Mountain View Supervisory Union schools are open for classes.
- D. Contractor shall coordinate with the Pomfret-Teago Volunteer Fire Department and/or the Pomfret FAST Squad to prepare contingency plans acceptable to Owner for swift emergency access through or around the Site during construction hours.

18.02 Dig Safe.

- A. The Contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, the contractor shall notify Owner of adjacent utilities when work activity may affect them.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on July _____, 2025 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Benjamin Brickner

By: _____

Title: Selectboard Chair

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: Selectboard Vice-Chair

Title: _____

Address for giving notices:

Address for giving notices:

5218 Pomfret Road, North Pomfret, VT 05053

Notice to the Selectboard may be given by email

to selectboard@pomfretvt.us.

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Pomfret signs

Bob Crean <bob@bobcrean.com>

Mon, Jul 14, 2025 at 11:43 AM

To: Meg Emmons <meg.emmons@pomfretvt.us>

Cc: Benjamin Brickner <benjamin.brickner@pomfretvt.us>

Meg:

I scouted the three locations and came upon some facts that had escaped my memory over the last 30 years (imagine that!). See attached photos.

I first thought that we (Advanced Animations) had molded and copied the sign in South Pomfret. But inspection shows that that sign is still wood, albeit with steel posts and a steel backer board. So I'm sure we did that work but kept the original sign. I found the mold; it's in great shape.

But the Pomfret Road sign IS a fiberglass molded sign with steel posts, so we must have done two. I can't remember if the vandalism happened at the two locations on the same night, but it could well have.

Finally, the Howe Hill sign is of original vintage, with 6" wooden posts and decorative gold balls. to my surprise, that sign (and probably the two other original signs) were crafted by Paul Margison...a fellow that worked for us years ago. We might have recommended him to carve the original signs.

Not that it directly impacts the way forward to refurbish/rebuild and/or repaint the signs, I've reached out to Jim Havill who helped re-erect the sign(s) that were rebuilt with steel posts to see if his memory is any better than mine.

With that history behind us, here is the current condition of the signs:

South Pomfret:

Worst of the three (which makes sense given its southern exposure); Paint is badly chipping off and would need removing; wood is checked in several places; could be sealed, filled, re-painted, and clear coated with UV inhibiting clear. Replacing with a fiberglass sign would be an option.

Pomfret Road:

Physically in the best shape of the three, but would need paint removed (or sanded and scraped) and repainted and cleared.

Howe Hill:

Condition is better than S. Pomfret but is beginning to delaminate and check. Some lichen is growing on the sign (it's in shade much of the day). Paint scheme is the original, not gold on light blue as the other signs are.

Rough estimate from our (AA's) Greg Crawford, who does do freelance work would be around \$500 per sign; Don't know how that compares to what a house painter (Greg Olmstead or Jackson Wood Peak Painting in S. Barnard?) would charge; could investigate if desired.

Finally, To be done the best way (in my opinion), I'd remove the signs and bring them to a shop. This would probably need to be done by the Road Crew, which would result in additional time and effort on the Town's part. The longest lasting solution would be to replace the two wood signs with fiberglass, but that would likely double the cost of just painting them (at least).

Best course of action might be to just budget repainting them every 10 years or so.

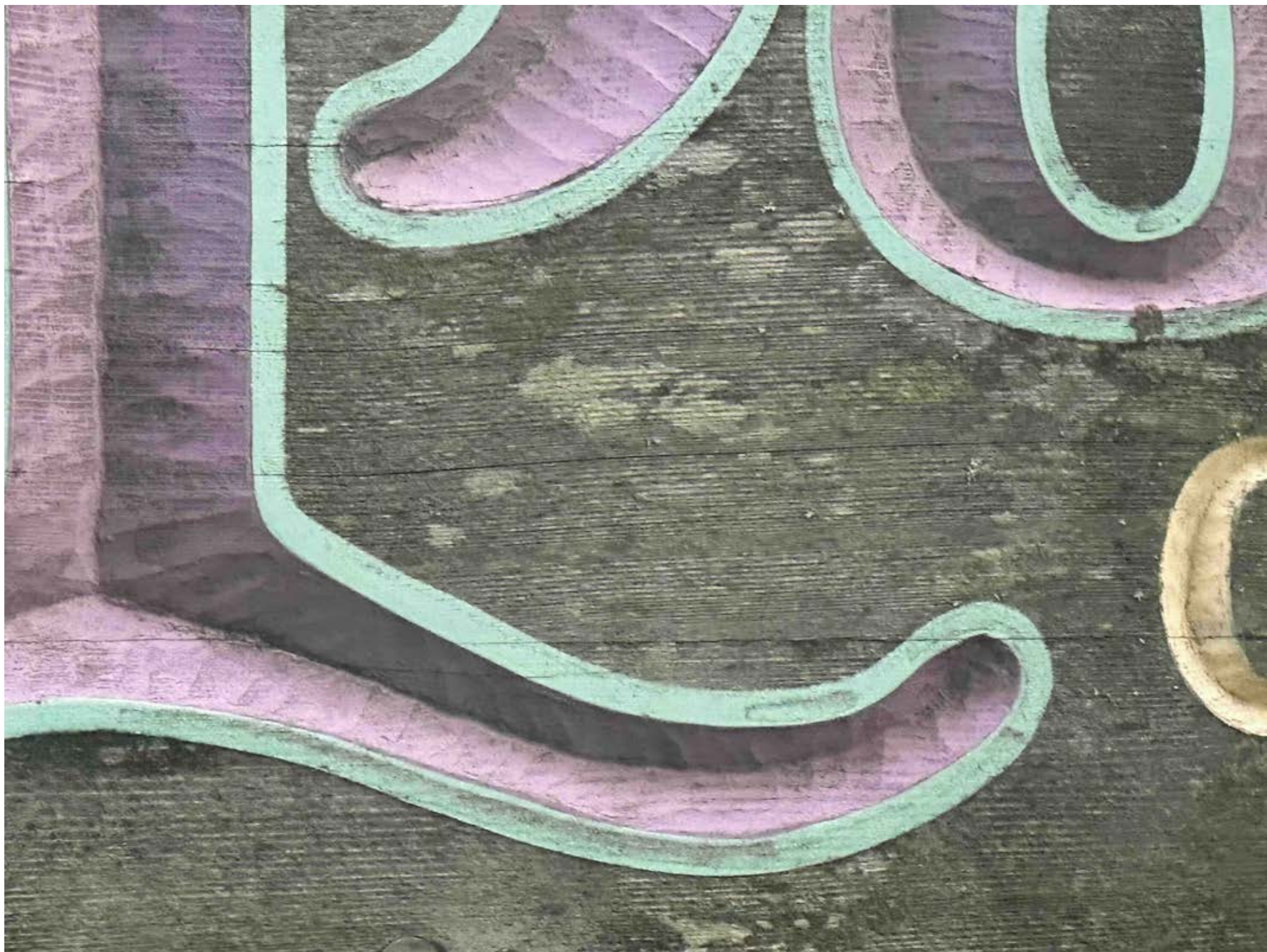
Let me know if I can help further.

Regards,

Bob

[Quoted text hidden]





A large, weathered wooden sign with a decorative, wavy bottom edge. The sign is mounted on two wooden posts, each topped with a golden sphere. The word "Pomfret" is painted in a large, stylized, purple font with a green outline. Below it, the words "CHARTERED 1761" are painted in a smaller, gold, serif font. The background is a dense forest of green trees.

Pomfret

CHARTERED 1761







Pomfret
CHARTERED 1761

NEXT
2.5 MI











Pomfret
CHARTERED 1761



Application ID: DLL - Application - 62818
Application for: Request to Cater Permit
Category of Business: Caterer

Business/ Entity Information

Business/ Entity Name: Collaborative Stoke, LLC*
Business ID: 0009402
Business Address: 15 Birchwood Drive,
White River Junction, Vermont 05001
Entity Type: Limited Liability Corporation
Phone: 6039535751
Management Type if LLC:
Email: topher@trailbreakvt.com

Foundational License (if applicable)

License Type: Caterer
License Number: LP-036218
Licensee Name: TRAIL BREAK
License Status: License issued-new application
Licensee Address: 5945 Woodstock Rd ,
Quechee, Vermont 05059
License Start Date: 2025-06-19
License End Date: 2026-06-18

Event Contact/s

Person:
Sabrina Seigel

Business Role:
Member/Manager

Phone:
9788444937

Business Address:
PO BOX 311 2 Mill Pond,
Grantham, New Hampshire, 03753

Email:
sabrina@trailbreakvt.com

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details**Location Name:**

1162 Galaxy Hill Rd, North Pomfret

Location Address:

1162 Galaxy Hill Road,
Pomfret, Vermont 05053

Local Jurisdiction/ Town Clerk:

Pomfret

Start**date****and****time****of**
event

August

2

2025

15:00

End**date****and****time****of**
event

August

2

2025

22:00

Approximate**Number****of****Persons****Expected**

140

Describe the type of event/ OCP Area:

This is a private event. The bar will be in site of the taco truck.

Documents Attached

Name	Document Type	Assosicated With
D-02544	Lease or proof of ownership	Collaborative Stoke, LLC*
D-02545	Other	Collaborative Stoke, LLC*
D-16714	Proof of Worker Compensation Insurance	Collaborative Stoke, LLC*
D-16802	Health License	Collaborative Stoke, LLC*
D-16803	Meals & Rooms Tax Certificate	Collaborative Stoke, LLC*
D-16804	Lease or proof of ownership	Collaborative Stoke, LLC*
D-16805	W-9 tax form	Collaborative Stoke, LLC*
D-16806	Other	Collaborative Stoke, LLC*
D-16807	Map/Area Sketch	Collaborative Stoke, LLC*

Payment and Acknowledgement

Signed by:
Sabrina Siegel

State of Vermont / DLL Application Fee:
20.00

Date and time of Submission:
2025-07-10 16:01:02

State of Vermont / DLL Payment Status:

Local Application Fee:
0

Local Control Payment Status:
false





~~As approved~~ Draft – July 3, 2024 14, 2025

WINDSOR COUNTY SHERIFF'S DEPARTMENT

LAW ENFORCEMENT SERVICES CONTRACT

The following agreement is between the Windsor County Sheriff's Department (hereinafter referred to as "Sheriff's Department") and the Town of Pomfret, a governmental entity (hereinafter referred to as "Town") (individually, "Party," collectively, the "Parties").

RECITALS

The parties recite and declare:

- A. The Sheriff's Department, as part of its normal business, provides law enforcement services on a contractual basis to governmental and nongovernmental entities.
- B. The Town needs additional police presence in the Town to respond to police emergencies, enforce criminal laws, and enforce certain municipal ordinances, including the regulation of speed in the Town of Pomfret and other ordinances that the Town identifies to the Sheriff's Department.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration provided, and intending to be legally bound by the terms of this Agreement, the Parties hereby agree to the following:

SECTION ONE

SERVICES TO BE PROVIDED

- A. The Sheriff's Department shall provide to the Town fully equipped and trained Deputy Sheriff's in patrol vehicles, and the Deputy Sheriff's shall patrol the Town as follows. The patrol services shall average Ten (10) hours per week, to be spread over no less than Two (2) days per week. Patrol services shall be on days and times as agreed to by the Sheriff's Department and the Town. The Town may identify certain areas of the Town for particular focus by the Sheriff's Department, and the Sheriff's Department shall then concentrate its patrol in those areas. In addition to regular patrols, the Sheriff's Department shall provide emergency response services as needed.
- B. It is understood and agreed that the above-mentioned services shall include, and not be limited to, the following activities: investigations; office work, such as compiling reports and arrest records; and court proceedings, which may include meeting with prosecutors, participating in depositions, and court appearances for hearing and trials.



- C. The Town, from time to time, and no less than quarterly, shall provide the Sheriff's Department with its written assessment of the town's priorities likely to require law enforcement action. Patrol activities shall be scheduled to focus on these priorities. The Sheriff's Department shall provide quarterly reports to the Town that outline department statistics and activity, and the parties shall engage in discussions as needed to evaluate any issues or concerns, in order to keep a good working relationship.

SECTION TWO

TERM OF AGREEMENT

The Services to be provided under this Agreement will be for the period of July 1, ~~2024~~2025 to June 30, ~~2025~~2026.

SECTION THREE

LAW ENFORCEMENT

The Sheriff's Department shall enforce all state laws during the Agreement. In the event the Town identifies one or more Town ordinances to be enforced by the Sheriff's Department, and provides copies of said ordinances to the Sheriff's Department, the Sheriff's Department shall enforce said ordinances. Notwithstanding the foregoing, the Sheriff's Department shall enforce any Town ordinance regulating the speed of motorized vehicles, regardless of whether the Town has identified that ordinance or provided a copy of that ordinance to the Sheriff's Department.

SECTION FOUR

CHARGES AND FEES

- A. Regular Fee: The Sheriff's department shall charge an ~~annual~~hourly fee of ~~\$31,200~~[(i) \$60.00 for until the services set forth in Section One, later of (x) December 31, 2025, and (y) the date on which at least 260 hours have been delivered under this Agreement, and (ii) \$75.00 thereafter] ("Regular Fee"). The Regular Fee shall be invoiced and paid monthly ~~by installments of \$2,600.00 per month ("Regular Fee")~~. Mileage and regular office expenses are included in the Regular Fee. As provided in Section Five, the Sheriff's compensation is also included in the Regular Fee.
- B. Extra Patrol Services may be requested and billed at ~~\$65~~\$[75.00] an hour for non-holidays. Extra Patrol services on State Holidays shall be billed at \$100.00 an hour. The Sheriff's Department will work to fill these requests when possible but they are not guaranteed.
- C. Monthly Report: The Sheriff's Department shall provide a monthly summary of services



provided during the month by the tenth (10th) day of each month following the month services were incurred. The report will detail the hours worked and services provided.

SECTION FIVE

SHERIFF'S COMPENSATION INCLUDES AN AMOUNT FOR ADMINISTRATION

Pursuant to 24 VSA § 291a(c), the Sheriff, as administrator of the services to be provided under this Agreement, is entitled to compensation at a rate not to exceed 5% of the contract for work performed by the Sheriff's Department. ~~For this contract, the Sheriff's portion of the Regular Fee, as defined herein, may not exceed \$1,560.~~ The Sheriff's portion of the Regular Fee is already included in the Regular Fee set forth above.

SECTION SIX

PAYMENT OF FEES AND CHARGES

The Town agrees to pay the monthly portion of the Regular Fee, as defined herein, to the Sheriff's Department in full no later than 30 days following the receipt of each invoice.

SECTION SEVEN

EQUIPMENT

The Sheriff's Department shall provide whatever equipment its officers might need in order to carry out its duties under this Agreement. If any funds are provided to the Sheriff's Department from any source to purchase equipment that is used in the Town, the Town waives any ownership interest in any of that equipment.

SECTION EIGHT

OFFICER CONTROL AND DISCRETION

The Sheriff's Department shall, at all times, retain control of all police practices and decisions, except that Deputy Sheriff's shall not use their own private vehicles. These decisions shall include, but are not limited to, the forwarding of criminal offenses to the prosecutor and the follow-up of evidence of criminal activity. The Sheriff's Department and the Town agree that the duties and work assignments are to be conducted after mutual agreement by the Sheriff's Department and the Town as set forth in Section One. The Town shall provide a single point of contact to the Sheriff's Department, for example, the Selectboard Chair or their designee, to deal with all issues related to this Agreement.



SECTION NINE

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and that any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in the Agreement.

SECTION TEN

MODIFICATION OR TERMINATION OF AGREEMENT

- A. The parties may amend this Agreement at any time by mutual agreement, evidenced by a writing signed by each Party or an authorized representative of each Party.
- B. Any Party may terminate this Agreement at any time by providing at least thirty days' written notice thereof to the other Party.

SECTION ELEVEN

NOTICES

- A. Any notice provided for or concerning this Agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail or hand delivered, to the respective address of each Party, as provided below:

Town of Pomfret
5218 Pomfret Road
Pomfret, VT 05053

Windsor County Sheriff's Dept.
PO Box 478
Woodstock, VT 05091

- B. In the event either Party changes its mailing address, the Party shall promptly provide written notice thereof to the other Party.

SECTION TWELVE

INSURANCE

The Sheriff's Department shall carry liability insurance coverage, workmen's compensation for its officers, and such other insurance coverage, no less than the amounts set forth on the insurance certificate attached to this agreement as Schedule A, including coverage for any vehicles used in the performance of this agreement. The Sheriff's Department agrees to indemnify and hold harmless the Town from any, and all, claims related to its work under this Agreement.



SECTION THIRTEEN

DISPUTE RESOLUTION

The Parties shall try to resolve any dispute between them by negotiation. In the event they are unable to resolve their dispute in a timely manner, not to exceed forty-five (45) days, the Parties agree to submit their dispute to mediation and to share equally in any mediation fee.

Dated: _____

Windsor County Sheriff's Office

Dated: _____

Town of Pomfret

By: _____

Ryan P. Palmer, Sheriff

By: _____

Benjamin Brickner, Selectboard Chair



Schedule A

Insurance Certificate

Attached.

Town of Pomfret Selectboard
DRAFT Meeting Minutes
July 2, 2025

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

Public: Frank Rogers, Cynthia Hewitt, Nick Mahood, Quinn Uva, Bob Crean, Alex Flinn

1. Ben called the meeting to order at 7:00 pm.
2. Agenda Review – Ben moved and Meg seconded adding Review of Construction Contract Form immediately before 5D (Open and Review Pomfret Road Slide Construction Bids). Unanimous.
3. Public Comment – Bob Crean offered a positive comment, stating, “I just wanted to say I think you’re doing a great job. It’s nice to see things getting done.”
4. Road Foreman Report – Frank reports the crew has been busy ditching, grading, replacing culverts around town. Frank described work needed on River Road including a culvert replacement. Frank will follow up with Hartford directly about their intentions regarding Hartford’s segment of River Road as this may guide Pomfret on how much time and material to put into maintaining its segment. In the meanwhile, the crew will replace a damaged culvert and generally tidy up the road. A resident on Stonewall Road has agreed to allow the town to temporarily store construction materials on his property while the road slide area of Pomfret Road is repaired this summer. Ben will prepare a short agreement to memorialize the arrangement. Frank asked the Selectboard to consider hiring part-time help if the open road crew position is not filled soon. The new equipment trailer is scheduled to be delivered on or about July 16. Frank will prepare a description of the old equipment trailer and Ben will prepare a listserv ad offering the same for sale.
5. Items for Discussion or Vote
 - a. Large Event Permit Application (WAMBA, Aug. 16–17) – This is the fourth year this event has been held (previously known as the “Eastern States Cup”). Nick Mahood and Quinn Uva were present to answer the Selectboard’s questions. Ben moved and Steve seconded approval of the application with the following conditions: (1) all activities audible from neighboring properties to cease no later than one (1) hour after sunset; and (2) all exterior-type lighting to be extinguished (except as necessary for safety) no later than one (1) hour after sunset. Unanimous.
 - b. Application for Event on Public Street (WAMBA, Aug. 16–17) – Ben moved and Meg seconded approval of the application with the following conditions: (1) roadside signs alerting motorists of event to be set out along route at least three (3) days before event; and (2) certificate of liability insurance to be provided at least one (1) week before event. Unanimous.
 - c. Highway Access Permit Application (Pomfret Road) – Alex Flinn of Winterset, Inc., the company repairing the Pomfret Road bridge at Stimets Road in Woodstock was present to answer the Selectboard’s questions. Mr. Flinn explained that Winterset is temporarily storing construction debris from the project at the proposed temporary highway access location. Ben moved and Steve seconded approval of the application with the following conditions: (1) Traffic Control: Permittee must utilize trained flaggers when construction vehicles are entering or exiting the town road; (2) Pavement Protection: Permittee must install hard pack material along the pavement edge to prevent damage from construction vehicle traffic; (3) Site

Restoration: Upon completion or expiration of permit, permittee must promptly restore the access area to its original condition, subject to inspection and approval by the town road foreman; and (4) Permit Expiration: The permit expires August 31, 2025, and all use of the access must cease on or before that date. Unanimous.

- d. Review of Construction Contract Form – Ben presented a draft form of construction contract prepared by SP&F Attorneys for use with the Pomfret Road slide repair project. Project engineer Jon Harrington reviewed and provided several comments, all of which were accepted. John moved and Steve seconded approval of the contract form as amended. Ben was authorized to approve minor edits to the form on the Selectboard’s behalf between meetings if any such edits are requested by the selected contractor. Unanimous.
- e. Open and Review Pomfret Road Slide Construction Bids – Three bids were received:

Avery Excavation Inc.	\$ 520,160.00
Northwoods Excavating Inc.	396,284.60
Nott’s Excavating Inc.	750,546.00

John moved and Meg seconded approving the bid from Northwoods Excavating Inc. Unanimous. Ben will communicate the award and send the proposed construction contract to Northwoods. Frank will notify the other bidders.
- f. Open and Review Tree Removal Bids – Three bids were received:

ArborScape, Inc.	\$ 9,300.00
Chippers, Inc.	17,150.00
Avelino H. Romero, Inc. (d/b/a Timber Tender)	11,925.00

John moved and Meg seconded approving the bid from ArborScape, Inc. Unanimous. Frank will notify ArborScape and the other bidders.
- g. Truck Body 3 Proposals – Following discussion of the relative merits of a 4-season truck body versus a standard truck body with a slide-in sand and salt spreader, John moved and Emily seconded the purchase of the 4-season truck body. Unanimous.
- h. Schedule Road Crew Member Application Interviews – Advertisements continue to run in area publications. In the meantime, Steve, John and Frank will conduct a screening interview of Applicant A.^[1]
- i. Town Highway Crack Sealing – Frank has received no response from multiple vendors. John suggested trying Ray-Tech Infrared in Charlestown, NH. Frank will do so and report back to the Selectboard.
- j. Road Crew Uniforms Reimbursement Policy – Ellen reports that handling reimbursements throughout the fiscal year entails minimal additional work on her part and suggests revising the policy to allow reimbursement requests to be submitted at any time. Ben moved and Meg seconded that the Road Crew Uniforms Reimbursement Policy adopted at the Selectboard’s June 4, 2025 meeting be revised to allow road crew members to request reimbursement at any time during the fiscal year (not just during the month of July). Unanimous. Reimbursements remain capped at \$750 per crew member per fiscal year.
- k. FY 2026 Paving Scope – Pomfret’s Town Highway Class 2 Roadway Program grant to repave a portion of Pomfret Road will not be funded by the state this year. As a result, there is significantly less funding available for paving this fiscal year. The

^[1] **Editor’s Note:** On advice from the VLCT, to protect Applicant A’s current employment, the name of “Applicant A” is being withheld unless and until an offer of employment has been made and accepted.

Wayside Road Bridge and Town Office Parking Lot projects will still proceed (these project were not part of the grant application). Steve will consult with Pike Industries on whether repaving portions of the Class 2 roads is advisable given reduced funding. Other vendors will also be contacted for input on maximizing cost-effectiveness of available funds.

- l. Financial Management Questionnaire – Ben moved and John seconded acknowledgement of receipt of the Financial Management Questionnaire from the town treasurer and authorized Ben to sign on the Selectboard’s behalf. Unanimous.
 - m. Labounty Trust Probate Documents – Ben moved and John seconded approval by the Selectboard, as trustees of the Trust of Aldea Labounty, of the (1) Summary of Account of Trustee and (2) Motion to Allow Account. Unanimous.
 - n. FY 2026 Cost of Living Adjustment – Following the same methodology adopted by the Selectboard in 2022 and used each year since then,^[2] the cost of living increase for the coming fiscal year is 3.5%. John moved and Steve seconded that hourly employees of the town receive a 3.5% cost of living adjustment, effective July 1. Unanimous.
 - o. Warrants – Emily moved and John seconded approval for payment of the following warrants:

25121	\$ 18,664.44	Payroll (1 of 2)
25122	796.80	Payroll (2 of 2)
25123	134,151.74	A/P
26001	58,846.84	A/P (incl. \$1,891.00 May debit card expenses)

 Unanimous.
 - p. Approval of June 18, 2025 Minutes – John moved and Steve seconded approval of the June 18, 2025 meeting minutes as presented. Unanimous.
6. Meeting Wrap Up
- a. Correspondence – Caper Street resident Jon Harrington suggested sprucing up the “Pomfret” signs at the Sharon, Hartford, and Woodstock town lines. Bob Crean recalled that a mold was used to create the existing signs. He is investigating and will come back to the Selectboard with suggestions for their rehabilitation or replacement. UVM’s Center for Rural Studies is leading a statewide initiative, the Vermont Evaluation of Rural Technical Assistance (VERTA), with help from TRORC. Meg volunteered to attend the July 17 introductory meeting; Meg will forward this information to Becky, who may also wish to attend. Meg would like to invite Hunter Ulf to present his Town Hall report to the Selectboard at the same time as the Town Hall Revitalization Committee members; she will check with Mr. Ulf on scheduling.
 - b. Review of Assignments – Frank to send Ben a description of the old equipment trailer, notify vendors of bid awards, arrange consultation with Herb at Blaktop. Steve to arrange a paving consultation with Caleb at Pike. Ben to send notice of award and proposed contract to Northwoods, advertise old equipment trailer on area listserves, and prepare a temporary materials storage agreement for the Stonewall Road resident. Meg to communicate with Becky and Hunter Ulf.

^[2] **Editor’s Note:** From the Selectboard’s June 15, 2022 meeting minutes:

The board decided to use an analogous methodology to figure our COLAs as the state uses for VMERS (see 24 V.S.A. 5067). That is, the 12-month percent change in the Northeast Region CPI-U as of the December prior to the COLA effective date. The Northeast Region CPI-U is reported here: https://www.bls.gov/regions/mid-atlantic/news-release/consumerpriceindex_northeast.htm.

- c. Agenda for Next Meeting – FY 2026 Town and Local Agreement Tax Rates; Town Welcome Signs; Road Crew Plan Update; Town Highway Crack Sealing; FY 2026 Paving Scope; Town Garage Roof Painting.
- 7. Adjournment – John moved and Steve seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:14 pm.

Town of Pomfret Selectboard
DRAFT Special Meeting Minutes
July 10, 2025

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

Public: Cynthia Hewitt, Norm Buchanan, Ruth Buchanan, Neil Lamson, Ellen DesMeules

1. Ben called the meeting to order at 7:00 pm.
2. Agenda Review – Ben moved and Meg seconded that presentation of a Distinguished Public Service Award be added immediately before Item 4A (FY 2026 Town and Local Agreement Tax Rates). Unanimous.
3. Public Comment – None.
4. Items for Discussion or Vote
 - a. Distinguished Public Service Award – Neil Lamson on behalf of the Town of Pomfret presented a Distinguished Service Award to Norm Buchanan for his 20 years (and counting) of service to the town as an elected Lister. Neil noted that the Lister position is often difficult, always time-consuming, and inevitably underappreciated. He observed that while one might expect property owners to welcome news of increased property values, Norm’s decades of experience suggest otherwise. The Selectboard expressed its appreciation for Norm’s professionalism and patience in fulfilling this essential role.
 - b. FY 2026 Town and Local Agreement Tax Rates – Based on the municipal grand list as of July 7, the amount of taxes to be raised by the budget approved by the voters at town meeting, and the number of veterans’ exemptions claimed this year, Ellen determined that the FY 2026 town tax rate should be \$0.3973 per \$100 assessed value and that the FY 2026 local agreement rate should be \$0.0008 per \$100 assessed value. Thus, the total FY 2026 town tax rate should be \$0.3981 per \$100 assessed value (up 12.4% from \$0.3541 last year). Steve moved and Meg seconded the foregoing. Unanimous. Tax bills will be mailed later this week and the first installment will be due at the town office on or before 2:30 PM on August 15, 2025.^[1]
 - c. FY 2026 Tax Bill Insert – The Selectboard reviewed a draft letter to accompany tax bills explaining how the town and school tax rates are set and how they have changed since last year. The letter is substantially the same as the FY 2025 insert, with dates and rates updated. Ben moved and Meg seconded approval of the insert with changes to reflect the tax rates approved earlier in the meeting. Unanimous.
 - d. Homestead Declaration Late Filing Penalty – Property owners whose homes meet the definition of a Vermont homestead must file a Homestead Declaration annually by April 15. The state allows towns to impose a penalty of up to 3% of the education tax for homesteaders who file their homestead declarations late. The large difference between homestead and non-homestead tax rates this year creates an incentive for residents not to file. As of the meeting, 76 town residents believed to be homesteaders still had not filed their Homestead Declarations. It was noted that

^[1] **Editor’s Note:** The Department of Taxes published the FY 2026 education tax rates earlier in July. The homestead education rate will be \$1.6511 per \$100 assessed value (down 0.9% from \$1.6654 last year) and the non-homestead education rate will be \$1.3431 per \$100 assessed value (down 2.9% from \$1.3837 last year). As a result, the total homestead tax rate will be 2.0492 (up 1.5% from \$2.0195 last year) and the total non-homestead rate will be \$1.7412 per \$100 assessed value (up 0.2% from \$1.7378 last year)

the aforementioned incentive mainly benefits higher income residents because a Homestead Declaration is necessary to claim the income-based property tax credit. The Selectboard determined not to impose a late filing penalty as doing so might discourage late filers from filing at all (filings are accepted by the state until October 15 each year). As they have done in prior years, the Listers will continue to send reminders to non-filers and lists of non-filers to the state for investigation and enforcement.

- e. Pomfret Road Slide Emergency Grant Application – Ben presented the grant agreement from VTrans. The grant amount is less than the anticipated total cost based on construction and engineering contracts, but VTrans has indicated that they routinely amend grant agreements once total costs are known. This understanding has been confirmed in writing via email with VTrans. The difference between the current grant amount and anticipated cost is approximately \$50,000. John moved and Steve seconded approving the grant agreement as presented and authorizing Ben to sign on the Selectboard’s behalf. Unanimous.
- f. Pomfret Road Slide Construction Contract – Frank reported that Northwoods is proceeding with scheduling the work. The construction agreement will be signed once VTrans’ signed grant agreement is received. No further discussion or vote was required at this time.
- g. Temporary Materials Storage Agreement – A revised version of the Temporary Material Storage Agreement was discussed. The proposed site is off Pomfret Road, near the Pomfret Fire Station. There is some confusion regarding the land ownership, as the parcel map shows a different owner than the one Frank had been communicating with. Ben will confirm with Becky on Monday. The agreement itself was discussed, including a new provision to protect an apple tree on the site, and pushing the end date to October 15 to provide breathing room. The town will restore the land to its prior condition after that time. No vote was needed immediately, pending confirmation of the counterparty.
- h. Old Equipment Trailer Sale Ad – The draft advertisement for the sale of an old equipment trailer was reviewed. The only change was to make it a sealed envelope bid process, with offers due by noon on August 4, 2025 at the town office. Frank will distribute the ad from the highway email address early next week.
- i. Warrants – John moved and Emily seconded approval for payment of the following warrants:

26002	\$ 8,271.48	Payroll
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Unanimous.

5. Meeting Wrap Up

a. Correspondence

TRORC informed us about a grant program to mitigate stormwater runoff. The deadline for project ideas is August 15, and will be discussed at the August 6 Selectboard meeting.

TRORC also informed us about the availability of technical assistance to complete grants-in-aid work, including an option to use up to 10% of the grant award for administrative support via Two Rivers. The consensus was that Frank and Ellen could handle the administrative work internally, making the external support unnecessary.

Meg has received one bid on a new refrigerator for the Town Hall, she will solicit another.

Hunter Ulf would like to present two design proposals for the Town Hall at the August 6 Selectboard meeting; Town Hall Revitalization Committee members will also attend.

A decision in the Tunbridge legal trails litigation has been issued and appears to be an unambiguous win for the Town of Tunbridge, confirming that Vermont towns have (and have had) authority to maintain their legal trails. Ben indicated that an appeal to the state supreme court is all but certain.

- b. Review of Assignments – Ben to check with Becky regarding the temporary material storage land ownership, execute the grant paperwork and return to VTrans.
 - c. Agenda for Next Meeting – See Section 6C of the July 2, 2025 Selectboard meeting minutes. Plus Green Stormwater Infrastructure discussion (August 6) and Town Hall design proposals presentation (August 6).
6. Executive Session
- a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(A) to discuss contracts, the premature general public knowledge of which would clearly place the Selectboard at a substantial disadvantage. The Selectboard entered executive session at 7:50 pm.
 - b. John moved and Emily seconded exiting executive session. The Selectboard exited executive session at 8:37 pm, with no decisions having been made therein.
7. Adjournment – John moved and Steve seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 8:37 pm.