

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
October 1, 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. Small Tax Account Balances b. FY 2025 Accounting Questions c. FY 2027 Budget Scheduling d. Municipal Equipment Loan Fund e. Highway Access Permit Application (2912 Pomfret Road) f. Highway Access Permit Application (1201 Allen Hill Road) g. Class 3 Roads Stop/Yield Signs h. Pomfret-Woodstock Business Associate (HIPAA) Agreement i. Appointment of Public Officers j. Warrants k. Approval of September 17, 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 (Pending Civil Litigation)	
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

Rounding difference at State processing of tax bills

Ellen DesMeules <Treasurer@pomfretvt.us>

Mon, Sep 8, 2025 at 11:33 AM

To: Benjamin Brickner <benjamin.brickner@pomfretvt.us>, "John Peters Jr." <john.peters@pomfretvt.us>, Steve Chamberlin <steve.chamberlin@pomfretvt.us>, Meg Emmons <meg.emmons@pomfretvt.us>, Emily Grube <Emily.Grube@pomfretvt.us>

Hi all, here is an absurd issue that the State has passed along to the towns. The State uses 2 different systems to track education tax calculations, and they use different rounding routines: one rounded by 100ths and the other by 10ths, as I understand it. To resolve the differences, the State sent out, statewide, a list of parcels with rounding adjustments. Pomfret received adjustments to 127 accounts, that net to a mere 6 cents. The biggest adjustments are \$1.04, and many are less than 80 cents. According to emails on the clerk/treasurer listserve, most towns are voting to wipe out these small adjustments rather than send revised bills for these small amounts. Hence this email, asking you to consider this issue and vote instructions for me on the handling of this matter. The attached list shows all these entries, as well as a few which are legitimate tax bill changes due to late filing of Homestead Declarations. Those bills have already been mailed out. Thanks, Ellen

Ellen DesMeules

Pomfret Treasurer

802-457-3861

treasurer@pomfretvt.us

M-W-F 8:30-2:30

Please note that this email message, along with any response or reply, is considered a public record, and thus, subject to disclosure under the Vermont Public Records Law ([1 V.S.A. §§ 315-320](#)).



List of parcels with rounding adjustments.pdf

94K

MAIN Adjustments

Parcel ID	Billed 1	Billed 2	Total	Due 1	Due 2	Total Due	Credits
0102-CL	0.35	0.35	0.70	0.35	0.35	0.70	0.00
0104-B	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
0105-	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00
0106-	-0.41	-0.41	-0.82	-0.41	-0.41	-0.82	0.00
010B-	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
0124-	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
0126-	0.11	0.11	0.22	0.11	0.11	0.22	0.00
0126-A	-0.35	-0.35	-0.70	-0.35	-0.35	-0.70	0.00
0126-B	-0.08	-0.08	-0.16	-0.08	-0.08	-0.16	0.00
0131-	0.21	0.21	0.42	0.00	0.00	0.00	-0.42
0134-	-0.30	-0.30	-0.60	-0.30	-0.30	-0.60	0.00
0134-A	0.18	0.18	0.36	0.18	0.18	0.36	0.00
0139-A	-0.08	-0.08	-0.16	-0.08	-0.08	-0.16	0.00
0141-A	0.52	0.52	1.04	0.52	0.52	1.04	0.00
0145-L	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
0149-	1388.44	1388.44	2776.88	1388.44	1388.44	2776.88	0.00
0200-BL	0.26	0.26	0.52	0.26	0.26	0.52	0.00
0210-	0.17	0.17	0.34	0.17	0.17	0.34	0.00
0222-	0.41	0.41	0.82	0.41	0.41	0.82	0.00
0233-	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
0243-	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
0305-	0.34	0.34	0.68	0.34	0.34	0.68	0.00
0306-	-0.20	-0.20	-0.40	-0.20	-0.20	-0.40	0.00
0308-	0.44	0.44	0.88	0.44	0.44	0.88	0.00
030A-L	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
0501-	0.31	0.31	0.62	0.31	0.31	0.62	0.00
0501-A	-0.09	-0.09	-0.18	-0.09	-0.09	-0.18	0.00
050A-L	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
050B-L	0.43	0.43	0.86	0.43	0.43	0.86	0.00
0511-	-0.08	-0.08	-0.16	-0.08	-0.08	-0.16	0.00
0514-	-0.31	-0.31	-0.62	-0.31	-0.31	-0.62	0.00
0515-	-0.09	-0.09	-0.18	-0.09	-0.09	-0.18	0.00
0517-	-0.51	-0.51	-1.02	-0.51	-0.51	-1.02	0.00
0518-	-0.51	-0.51	-1.02	-0.51	-0.51	-1.02	0.00
0600-L	0.17	0.17	0.34	0.17	0.17	0.34	0.00
0602-	0.10	0.10	0.20	0.10	0.10	0.20	0.00
0604-	2762.13	2762.13	5524.26	2762.13	2762.13	5524.26	0.00
0606-AL	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
0607-AL	0.44	0.44	0.88	0.44	0.44	0.88	0.00
0609-	0.20	0.20	0.40	0.20	0.20	0.40	0.00
060A-L	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
0613-	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00
0614-AL	0.35	0.35	0.70	0.35	0.35	0.70	0.00
0701-B	-0.44	-0.44	-0.88	-0.44	-0.44	-0.88	0.00
0703-	0.17	0.17	0.34	0.17	0.17	0.34	0.00
0704-L	-0.35	-0.35	-0.70	-0.35	-0.35	-0.70	0.00
0716-	-0.31	-0.31	-0.62	-0.31	-0.31	-0.62	0.00
0719-A	0.18	0.18	0.36	0.18	0.18	0.36	0.00
0721-AL	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
1001-	0.27	0.27	0.54	0.27	0.27	0.54	0.00
1001-AL	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00

MAIN Adjustments

Parcel ID	Billed 1	Billed 2	Total	Due 1	Due 2	Total Due	Credits
1102-	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00
1111-	0.44	0.44	0.88	0.44	0.44	0.88	0.00
1117-	-0.44	-0.44	-0.88	-0.44	-0.44	-0.88	0.00
1118-B	-0.11	-0.11	-0.22	-0.11	-0.11	-0.22	0.00
1259-	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
1315-	-0.11	-0.11	-0.22	-0.11	-0.11	-0.22	0.00
1317-	-0.51	-0.51	-1.02	-0.51	-0.51	-1.02	0.00
1402-	0.35	0.35	0.70	0.35	0.35	0.70	0.00
1601-	0.09	0.09	0.18	0.09	0.09	0.18	0.00
1703-	-0.35	-0.35	-0.70	-0.35	-0.35	-0.70	0.00
1900-AL	-0.27	-0.27	-0.54	-0.27	-0.27	-0.54	0.00
1902-C	0.18	0.18	0.36	0.18	0.18	0.36	0.00
1903-	787.40	787.40	1574.80	787.40	787.40	1574.80	0.00
1904-	-0.52	-0.52	-1.04	-0.52	-0.52	-1.04	0.00
1905-L	0.09	0.09	0.18	0.09	0.09	0.18	0.00
1908-	0.21	0.21	0.42	0.21	0.21	0.42	0.00
2000-A	0.10	0.10	0.20	0.10	0.10	0.20	0.00
2000-B	-0.35	-0.35	-0.70	-0.35	-0.35	-0.70	0.00
2102-L	0.11	0.10	0.21	-457.04	-457.04	-914.08	0.00
2300-	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
2408-	0.26	0.26	0.52	0.26	0.26	0.52	0.00
2411-	-0.41	-0.41	-0.82	-0.41	-0.41	-0.82	0.00
2501-	0.17	0.17	0.34	0.17	0.17	0.34	0.00
260A-L	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
2804-	0.17	0.17	0.34	0.17	0.17	0.34	0.00
2809-	-0.41	-0.41	-0.82	-0.41	-0.41	-0.82	0.00
2909-	-0.31	-0.31	-0.62	-0.31	-0.31	-0.62	0.00
2914-	0.35	0.35	0.70	0.35	0.35	0.70	0.00
3002-	0.26	0.26	0.52	0.26	0.26	0.52	0.00
3202-AL	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
3202-H	0.18	0.18	0.36	0.18	0.18	0.36	0.00
3202-L	0.18	0.18	0.36	0.18	0.18	0.36	0.00
3204-A	0.43	0.43	0.86	0.43	0.43	0.86	0.00
3204-C	-0.08	-0.08	-0.16	-0.08	-0.08	-0.16	0.00
3206-L	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
3304-A	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
3305-	0.35	0.35	0.70	0.35	0.35	0.70	0.00
3305-B	0.41	0.41	0.82	0.41	0.41	0.82	0.00
3306-A	0.44	0.44	0.88	0.44	0.44	0.88	0.00
3306-B	0.26	0.26	0.52	0.26	0.26	0.52	0.00
3307-	0.34	0.34	0.68	0.34	0.34	0.68	0.00
3309-	0.44	0.44	0.88	0.44	0.44	0.88	0.00
3312-L	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00
3314-L	0.09	0.09	0.18	0.09	0.09	0.18	0.00
3504-	599.18	599.18	1198.36	599.18	599.18	1198.36	0.00
3701-	0.41	0.41	0.82	0.41	0.41	0.82	0.00
3701-AL	0.35	0.35	0.70	0.35	0.35	0.70	0.00
3706-	-0.10	-0.10	-0.20	-0.10	-0.10	-0.20	0.00
3708-	-0.20	-0.20	-0.40	-0.20	-0.20	-0.40	0.00
3712-	0.20	0.20	0.40	0.20	0.20	0.40	0.00
3800-BL	0.43	0.43	0.86	0.43	0.43	0.86	0.00

MAIN Adjustments

Parcel ID	Billed 1	Billed 2	Total	Due 1	Due 2	Total Due	Credits
3807-	0.26	0.26	0.52	0.26	0.26	0.52	0.00
3926-	-0.35	-0.35	-0.70	-0.35	-0.35	-0.70	0.00
4103-	0.21	0.21	0.42	0.21	0.21	0.42	0.00
4202-	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
4203-	0.26	0.26	0.52	0.26	0.26	0.52	0.00
4203-A	-0.10	-0.10	-0.20	-0.10	-0.10	-0.20	0.00
4206-	-0.09	-0.09	-0.18	-0.09	-0.09	-0.18	0.00
4211-AL	-0.34	-0.34	-0.68	-0.34	-0.34	-0.68	0.00
4300-L	0.34	0.34	0.68	0.34	0.34	0.68	0.00
4302-A	0.51	0.51	1.02	0.51	0.51	1.02	0.00
4305-	0.18	0.18	0.36	0.18	0.18	0.36	0.00
4306-	452.71	452.71	905.42	452.71	452.71	905.42	0.00
4307-	-0.08	-0.08	-0.16	-0.08	-0.08	-0.16	0.00
4403-	0.26	0.26	0.52	0.26	0.26	0.52	0.00
4614-	-0.43	-0.43	-0.86	-0.43	-0.43	-0.86	0.00
5007-	0.18	0.18	0.36	0.18	0.18	0.36	0.00
5009-	0.41	0.41	0.82	0.41	0.41	0.82	0.00
500A-L	-0.26	-0.26	-0.52	-0.26	-0.26	-0.52	0.00
5011-	0.08	0.08	0.16	0.08	0.08	0.16	0.00
5015-	0.09	0.09	0.18	0.09	0.09	0.18	0.00
5201-	0.18	0.18	0.36	0.18	0.18	0.36	0.00
5202-	0.40	0.40	0.80	0.40	0.40	0.80	0.00
5401-L	0.41	0.41	0.82	0.41	0.41	0.82	0.00
5501-	-0.19	-0.19	-0.38	-0.19	-0.19	-0.38	0.00
5601-	-0.17	-0.17	-0.34	-0.17	-0.17	-0.34	0.00
5605-	-0.30	-0.30	-0.60	-0.30	-0.30	-0.60	0.00
5608-	-0.44	-0.44	-0.88	-0.44	-0.44	-0.88	0.00
5701-	-0.18	-0.18	-0.36	-0.18	-0.18	-0.36	0.00
5705-	858.51	858.51	1717.02	858.51	858.51	1717.02	0.00
5707-	0.18	0.18	0.36	0.18	0.18	0.36	0.00
5709-AL	0.35	0.35	0.70	0.35	0.35	0.70	0.00
5712-	0.08	0.08	0.16	0.08	0.08	0.16	0.00

TOTAL Payment 1 Billed: 6,848.72

TOTAL Payment 2 Billed: 6,848.71

TOTAL Billed: 13,697.43

TOTAL Payment 1 Due: 6,391.36

TOTAL Payment 2 Due: 6,391.36

TOTAL Due: 12,782.72

TOTAL Credits: -0.42

Pomfret Finances

Chad Hewitt <chewitt@sullivanpowers.com>

Wed, Sep 17, 2025 at 2:07 PM

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

Cc: Ellen DesMeules - pomfret treasurer <Treasurer@pomfretvt.us>

Hi Ben,

I have a few questions/comments pertaining to the FY 25 Pomfret finances that I need you and the board to weigh in on. I have asked the questions to Ellen, but these are more for the high level decisions makers.

1. During 2024 and 2025, the Town spent \$228,609 on the Wild Apple Box Culvert project. The Town then received a \$200K state grant. This leaves a cumulative deficit of \$28,609 in the Highway Fund for this project. My question is whether the HW fund should absorb this deficit or should the Bridge Fund? The Bridge Fund has \$218K of Fund Balance. Many Towns consider a box culvert similar to a bridge (water flowing over it or through it). I am NOT doing an audit, so the answer doesn't matter to me and there is no right or wrong answer, but I wanted to pose the question in case no one has thought about it. If the Bridge Fund funds the deficit, it adds \$28K back to the highway fund.
2. The new Kaufman Trailer was purchased at year end. There are two issues with this. First, the Town did NOT release the check to Kaufman or the company delivering it by 6.30.25, so technically, this should NOT be a FY 25 expense. An expense doesn't occur until the check has been released. I know that Ellen was asked to write and hold the crack sealing and Arborist checks as well, but they have since been voided. If I were doing an audit, I would have to mandate that they get added back to cash as they were not TRUE outstanding checks.
3. The next question relating to the trailer is that the HW fund purchased the trailer. Historically, all major highway capital equipment purchases come out of Fund 420, highway equipment fund. Should the trailer have come out of the HW fund or the equipment Fund. Having an unbudgeted \$21K equipment purchase in the HW fund looks odd. It was originally creating a deficit, but that deficit no longer exists as the crack sealing and tree work was added back.

Again.. I am not doing an audit, so you can leave it in FY 25 if you and the SB choose. As to which Fund, that is up to you and the board as well. I just wanted to pose the questions to make sure it is in the proper fund. If you do decide to make it a highway equipment fund transaction, we may as well put it in the correct period as no one cares if it was purchased in June or July, as the Equipment Fund doesn't have a budget.

Lastly – just to reiterate for the future, Pomfret reports on the cash basis of accounting, money in and money out. An expense occurs when a check is released and an income is recorded when the income is put in your hands.

Let me know what you think and if any entries are necessary, I can get them to Ellen.

Chad Hewitt, CPA
Sullivan, Powers & Company
77 Barre Street; PO Box 947
Montpelier, Vermont 05601
Phone: (802) 223-2352, Ext. 119

Fax: (802) 223-3578

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FY 2027 Budget and 2025 Annual Report Deliverables Timeline

- **October 1, 2025**
 - Discuss budget scheduling
 - Set date for departments and officers to submit budget requests (October 10 for town; October 31 for highway and fire department)
- **October 15, 2025**
 - Review town budget (except fire department) with Becky, Ellen and other non-highway officers
- **November 5, 2025**
 - Continue town budget (incl. Listers and TPF)
 - Review and complete fire department budget with fire department
 - Assign 2025 annual report deliverables drafting
- **November 19, 2025**
 - Complete town budget (incl. FAST)
 - Review and complete highway budget
 - Tentatively set reserve funding
 - Review Officer List
- **December 3, 2025**
 - Update town, highway and fire department budgets with new information (if any)
 - Review Town Highway Equipment List with Frank
 - Review Selectboard Report
- **December 17, 2025**
 - Update town, highway and fire department budgets with new information (if any)
 - Review Town Highway Equipment List
 - Review Budget Narrative
 - Review Annual Meeting Warning
- **January 7, 2026**
 - **FY 2027 Budget Informational Meeting**
 - Update town, highway and fire department budgets with new information and informational meeting feedback (if any)
 - Tentatively set unassigned fund balance usage
 - Review Annual Meeting Warning
- **January 14, 2026 (special meeting)**
 - Update town, highway and fire department budgets with new information and informational meeting feedback (including final COLA, if available)
 - Tentatively set unassigned fund balance usage
 - Review Budget Narrative
 - Review Annual Meeting Warning
- **January 21, 2026**
 - Update Annual Meeting Warning with any petitioned articles
 - Update town, highway and fire department budgets with new information (including any petitioned articles and final COLA)
 - Schedule Public Informational Hearing (February 21, 2026)

- Review and approve FY 2027 Budget
- Review and approve 2025 Annual Report Deliverables
- **February 4, 2026**
 - Review and approve Public Informational Hearing Warning
- **February 21, 2026**
 - **2026 Annual Meeting Informational Hearing**

Select 2026 Town Meeting Dates and Deadlines

([Elections Division Calendar](#))

- **January 15, 2026** – Warned Article Petition Deadline
- **January 19, 2026** – Warned Article Petition Deadline (corrected signatures)
- **January 22, 2026** – First Day to Post Annual Meeting Warning
- **January 26, 2026** – Candidate Nominations and Consents Due
- **January 28, 2026** – Candidate Nominations Due (corrected signatures); Withdrawal Deadline
- **February 1, 2026** – Last Day to Post Annual Meeting Warning; First Day Informational Hearing Can Be Held (hearing warning must be posted 10 days prior)
- **March 2, 2026** – Last Day Informational Hearing Can Be Held (hearing warning must be posted 10 days prior)
- **March 3, 2026** – Town Meeting Day

VERMONT MUNICIPAL EQUIPMENT LOAN FUND

**Office of the State Treasurer
109 State Street, 4th Floor
MONTPELIER, VERMONT 05609-6200
Telephone: 828-2301
MUNICIPAL LOAN APPLICATION
29 V.S.A. §§1601-1603**

PLEASE TYPE OR PRINT

1. Municipality:_____ County:_____

2. Type of Equipment:_____ Price:_____ New or Used:_____

Name from Whom Equipment Purchased:_____

Address of Seller:_____ Purchase Date:_____

3. Amount of Loan Requested:_____ Amount of Loan Approved:_____

(Maximum amount available is the lesser of \$150,000 or 75% of Purchase Price) _____

Financial Statistics -- Long-Term Debt Only:

4. Town or Village Debt:_____ School Debt:_____

(List Details on next page) (List Details on back next page)

5. Share of Union School Debt:_____ Name of Union School District:_____

6. Other Debt (explain):_____

7. Debt for Sewer:_____ Water:_____ Electric:_____

Solid Waste District Debt:_____ Amount of Debt Paid by Fees:_____

Reference may be made to any Municipal Bond Bank Applications presently on file with the Bank.

8. Population:_____

9. Total Taxes Billed for Latest Year:_____

Taxes Delinquent for Latest Year:_____

ANNUAL REPORT **must** be submitted with application. If a separate annual report is prepared for the town or village schools, please provide it also. Additional information may be requested at the committee's discretion.

10. _____

PRINT NAME of APPLICANT SIGNATURE POSITION DATE

11. _____

. Town Clerk/Treasurer Phone Number Hours

*The individual signing this application must have the authority to do so, and will be subject to answer questions relating to information contained in this document.

12. Town or Village Long Term Debt:

Owed to:

Amount:

School Debt

Owed to:

Amount:

TOTALS _____

13. Other Debt

Owed to:

Amount:

Totals _____

RULES REGARDING MUNICIPAL EQUIPMENT LOAN FUND

I. DEFINITIONS

For the purposes of these rules:

A. "Committee" shall mean the State Treasurer and the Traffic Committee as established by 23 V.S.A. §1003;

B. "Heavy Equipment" shall have the same meaning as motorized highway building equipment, road making appliances and motor trucks as set forth in 23 V.S.A. §4 Fire, Emergency.

II. TERMS

A. No more than \$1,500,000 in new loans shall be made in any fiscal year.

B. The maximum annual amount that shall be loaned to any municipality shall be \$110,000.

C. Any equipment purchased under this program shall:

1. have a useful life of at least five years and may be either new or used;
2. have a purchase price of at least \$20,000.00; and,
3. if applicable, be registered for highway use with the Department of Motor Vehicles with the Treasurer, State of Vermont as at least the second lienholder on the Certificate of Title.

D. The amount loaned shall be no more than 75% of the purchase price of the equipment and shall be repaid in no more than five years.

E. The annual interest rate on loans from the fund shall be:

1. for loans to a single municipality, two percent
2. for loans to two or more municipalities jointly purchasing equipment, there shall be no interest assessed.

F. Application deadlines are April 15 for the spring meeting and October 15 for the fall meeting.

III. APPLICATIONS/AWARDS

A. Preference shall be given to joint applications.

B. Applications shall be held on file for a period of one year. At the end of such period, an application which has not resulted in a loan being made will be deemed to have been denied.

C. Awards shall be made by the Committee twice each fiscal year.

D. Application forms shall be furnished by the Committee on request.

E. The criteria for making loans shall be:

1. equitable geographical distribution
2. financial need
3. ability to repay

F. When a municipality suffers the destruction of more than one piece of equipment at or near the same time or suffers some unanticipated hardship relating to equipment and the Committee finds that replacement of such equipment would place an undue financial hardship on the municipality, the Committee may waive any or all of the following:

1. The \$110,000.00 annual limitation on each municipality established in II. B., above; or
2. The 75% of the purchase price established in II. D., above.

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY ACCESS ROAD PERMIT (Application fee of \$100 payable to Town of Pomfret)

Access Road Type (check one): ☐ Private Drive* ☒ Agricultural ☒ Forestry

Applicant Name: Michael Schmell

Phone: [REDACTED]

Email: [REDACTED]

Applicant Mailing Address: 2912 Pomfret Rd South Pomfret State: VT Zip: 05067

(Complete only if Applicant is not the Landowner)

Landowner Name: _____ Phone: _____ Email: _____

Landowner Mailing Address: _____ State: _____ Zip: _____

The undersigned Applicant requests permission to develop, construct, or change the grade of the access road type indicated above.

Access Road Location: on the East (cardinal direction) of Pomfret Road (town highway name)
at approximately 648 (feet) from the intersection of Bartlett Brook Rd. (nearest town highway intersection).

Please provide a brief description of the work to be done: Construct driveway to

future bridge to access my property on the
East Side of Pomfret Brook for land + forest
management. 90% of the property is across the
brook and can only be accessed by crossing
abutting property.

See attached.

(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

The following conditions, standards and restrictions shall apply to the first 20 feet of a newly developed, constructed, or grade changed access road (measured from the edge of the traveled way) unless waived herein:

General Conditions

1. *Application Fee.* A \$100 non-refundable application fee shall be submitted before an application will be considered.
2. *Site Visit.* The Selectboard and Road Commissioner shall make a site visit prior to approving a permit.
3. *Final Site Inspection.* Upon completion of work, the Applicant or its agent shall notify the Town within ten days to arrange a final site inspection.
4. *Noncompliance.* Any work deemed not in compliance with the permit shall be corrected and reinspected for approval.
5. *Final Approval.* Work shall be approved by the Selectboard or its designee before any use of the access may be started.

* Each residence is limited to one driveway access.

Design Standards[†]

1. **Intersection Angle.** Access roads shall be constructed at a 90 degree angle to the town highway.
2. **Minimum Sight Distance.** Sight distances shall be at least as shown in the table below in both directions when viewed from a height of eye of 2.0 feet on the roadway to a height of eye of 3.5 feet on the drive at a point 15 feet back from edge of the traveled way (when entering upon paved portions of town highways) or 10 feet back from edge of the traveled way (when entering upon any other portion of a town highway). The "posted speed" shall be deemed to be 45 mph (when entering upon an unposted Class 2 highway) or 25 mph (when entering upon any other unposted highway).

Minimum Sight Distance

<i>Posted Speed (mph)</i>	<i>Minimum Sight Distance (feet)</i>
25	155
30	200
35	250
40	305
45	360

3. **Access Road Width.** Access roads shall be 16 feet wide and graded and sloped such that water from the access road does not enter the Town highway. It is recommended that the driveway or access road have a grade dropping six inches in 10 feet before extending either up or down slope.
4. **Culverts.** Culverts shall be installed if deemed necessary by the Selectboard or its designee and shall conform to standards described in Section 5.3(h) of the Pomfret Highway Ordinance.
5. **Vegetation.** Vegetation and trees shall be removed as necessary to provide for visibility and safety.

The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or changing the grade of the access road within one year of the date of approval. If Applicant is not the Landowner, Applicant has provided the Landowner with a copy of this completed Application and obtained the Landowner's signature below.


Applicant Signature

Michael Schmell
Applicant Printed Name

9/7/25
Date

(Complete only if Applicant is not the Landowner)

The undersigned Landowner acknowledges they have received a copy of this completed Application.

Landowner Signature

Landowner Printed Name

Date

[Remainder of page intentionally blank. Application form continues on next page.]

[†] Any of the standards listed herein may be waived or varied upon the Applicant's request and following consideration by the Selectboard and Road Commissioner of public and private interests, topography, adequacy of highway design, ease of snow removal, drainage, and maintenance of safe conditions in all seasons for the traveling public.

OFFICIAL USE ONLY

Application fee of \$100 received on _____, 20____ by _____.

Culvert Required (*min. 18-inch diameter*)? ☐ Yes ☐ No

Additional conditions, standards and restrictions; waivers of design standards (if any):

PERMIT APPROVED this _____ day of _____, 20____.

Road Commissioner

Selectboard Chair

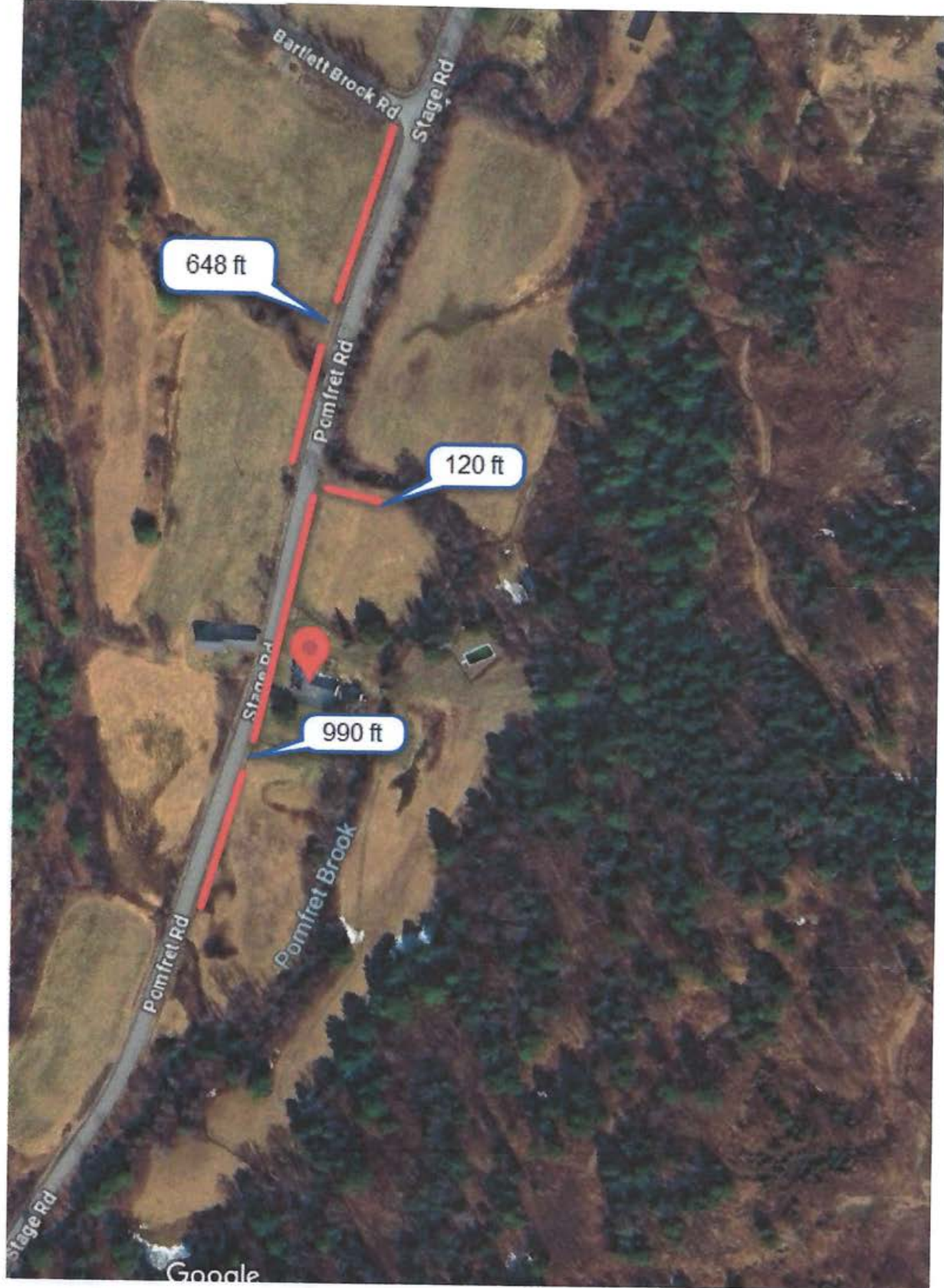
FINAL APPROVAL. The work described in this permit has been constructed in accordance with the above conditions, standards and restrictions and is acceptable under State and local regulations.

Road Commissioner

Selectboard Chair

Date

Form adopted by the Pomfret Selectboard June 21, 2023. Supersedes all prior dated forms.





TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY ACCESS ROAD PERMIT

(Application fee of \$100 payable to Town of Pomfret)

Access Road Type (check one): ☒ Private Drive* ☐ Agricultural ☐ Forestry

Applicant Name: Andrew & Chelsea Bacharach

Phone: [REDACTED]

Email: [REDACTED]

Applicant Mailing Address: 1310 Lorea Lane, Brandon

State: FL

Zip: 33511

(Complete only if Applicant is not the Landowner)

Landowner Name: Birchveil Estate, LLC

Phone: Same as above

Email: Same as above

Landowner Mailing Address: Same as above

State: Same

Zip: Same

The undersigned Applicant requests permission to develop, construct, or change the grade of the access road type indicated above.

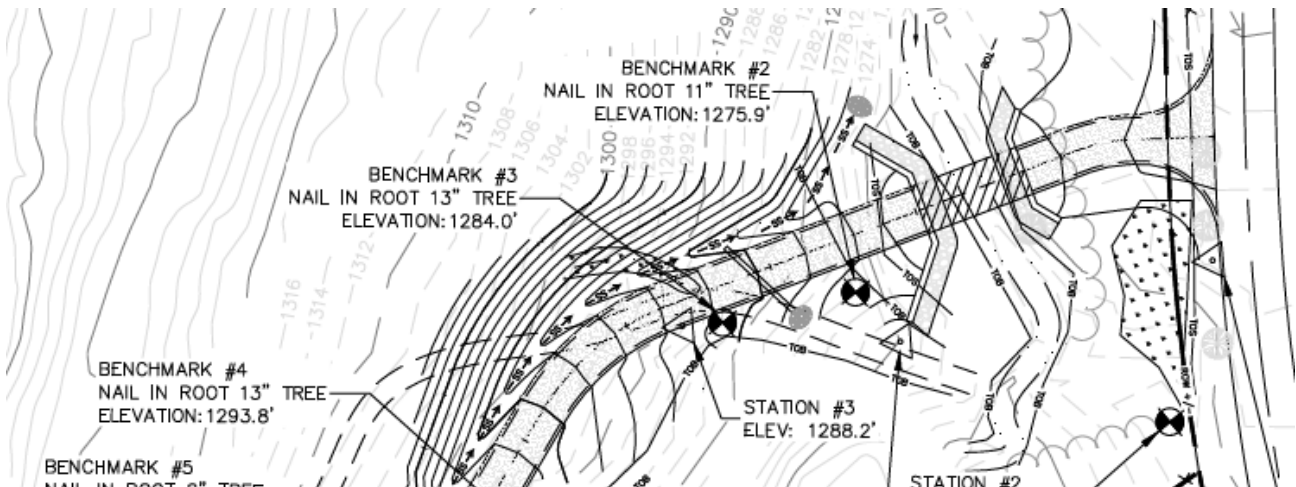
Access Road Location: on the north (cardinal direction) of Allen Hill Road (TH-7) (town highway name)

at approximately 1780 (feet) from the intersection of Blackmer Road (TH-10) (nearest town highway intersection).

Please provide a brief description of the work to be done: The landowner proposes to construct a driveway access at the above

location to include a bridge at the stream crossing for access to a proposed four-bedroom house.

See attached
plan sheet
C3A: Driveway
Access and
Stream
Crossing Plan,
Profile, & Notes



(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

The following conditions, standards and restrictions shall apply to the first 20 feet of a newly developed, constructed, or grade changed access road (measured from the edge of the traveled way) unless waived herein:

General Conditions

1. **Application Fee.** A \$100 non-refundable application fee shall be submitted before an application will be considered.
2. **Site Visit.** The Selectboard and Road Commissioner shall make a site visit prior to approving a permit.
3. **Final Site Inspection.** Upon completion of work, the Applicant or its agent shall notify the Town within ten days to arrange a final site inspection.
4. **Noncompliance.** Any work deemed not in compliance with the permit shall be corrected and reinspected for approval.
5. **Final Approval.** Work shall be approved by the Selectboard or its designee before any use of the access may be started.

* Each residence is limited to one driveway access.

Design Standards[†]

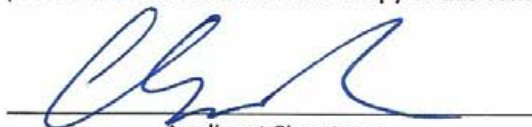
1. **Intersection Angle.** Access roads shall be constructed at a 90 degree angle to the town highway.
2. **Minimum Sight Distance.** Sight distances shall be at least as shown in the table below in both directions when viewed from a height of eye of 2.0 feet on the roadway to a height of eye of 3.5 feet on the drive at a point 15 feet back from edge of the traveled way (when entering upon paved portions of town highways) or 10 feet back from edge of the traveled way (when entering upon any other portion of a town highway). The "posted speed" shall be deemed to be 45 mph (when entering upon an unposted Class 2 highway) or 25 mph (when entering upon any other unposted highway).

Minimum Sight Distance

Posted Speed (mph)	Minimum Sight Distance (feet)
25	155
30	200
35	250
40	305
45	360

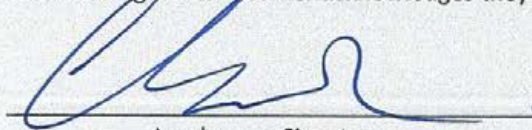
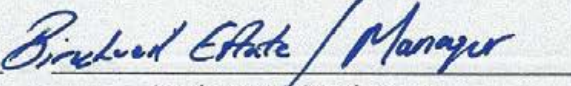
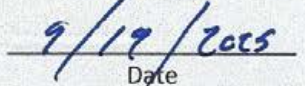
3. **Access Road Width.** Access roads shall be 16 feet wide and graded and sloped such that water from the access road does not enter the Town highway. It is recommended that the driveway or access road have a grade dropping six inches in 10 feet before extending either up or down slope.
4. **Culverts.** Culverts shall be installed if deemed necessary by the Selectboard or its designee and shall conform to standards described in Section 5.3(h) of the Pomfret Highway Ordinance.
5. **Vegetation.** Vegetation and trees shall be removed as necessary to provide for visibility and safety.

The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or changing the grade of the access road within one year of the date of approval. If Applicant is not the Landowner, Applicant has provided the Landowner with a copy of this completed Application and obtained the Landowner's signature below.

  
Applicant Signature Applicant Printed Name Date

(Complete only if Applicant is not the Landowner)

The undersigned Landowner acknowledges they have received a copy of this completed Application.

  
Landowner Signature Landowner Printed Name Date

[Remainder of page intentionally blank. Application form continues on next page.]

[†] Any of the standards listed herein may be waived or varied upon the Applicant's request and following consideration by the Selectboard and Road Commissioner of public and private interests, topography, adequacy of highway design, ease of snow removal, drainage, and maintenance of safe conditions in all seasons for the traveling public.

OFFICIAL USE ONLY

Application fee of \$100 received on September 24, 20 25 by Becky Fielder.

Culvert Required (*min. 18-inch diameter*)? ☐ Yes ☐ No

Additional conditions, standards and restrictions; waivers of design standards (if any):

PERMIT APPROVED this _____ day of _____, 20____.

Road Commissioner

Selectboard Chair

FINAL APPROVAL. The work described in this permit has been constructed in accordance with the above conditions, standards and restrictions and is acceptable under State and local regulations.

Road Commissioner

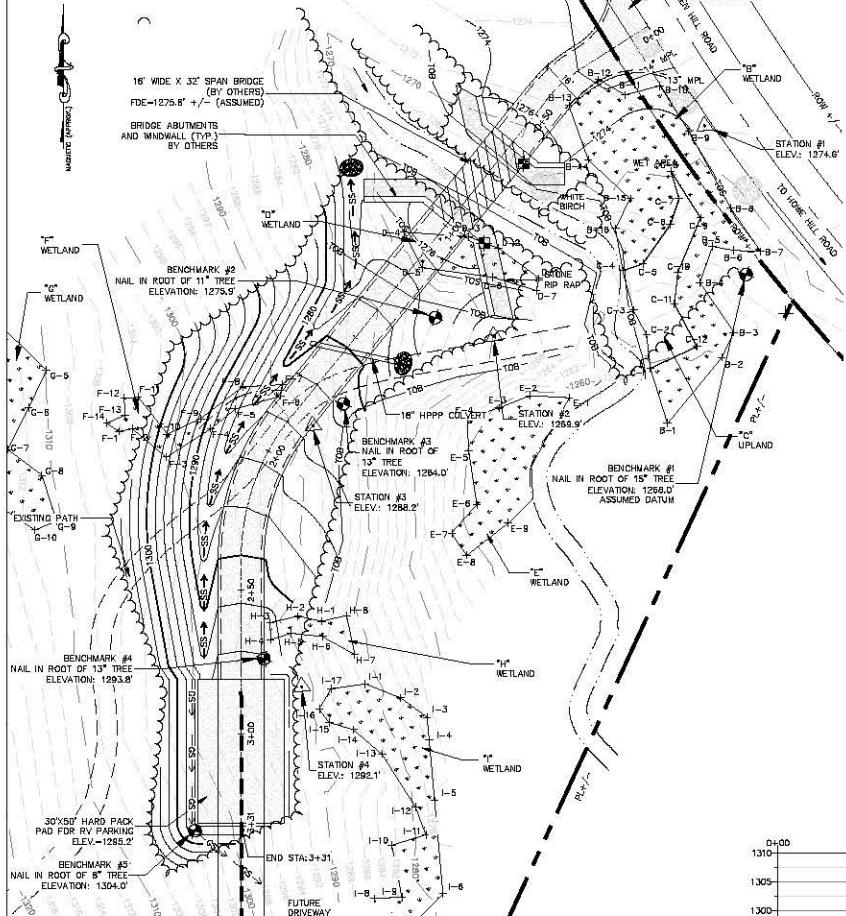
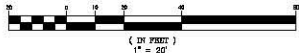
Selectboard Chair

Date

Form adopted by the Pomfret Selectboard June 21, 2023. Supersedes all prior dated forms.

ACCESS AND STREAM CROSSING PLAN
SCALE: 1"=50'

GRAPHIC SCALE



PLAN NOTES

- EXISTING CONDITIONS INFORMATION IN AREA OF PROPOSED BRIDGE IS BASED ON EXISTING CONDITIONS SURVEY PERFORMED BY HARRINGTON CIVIL ENGINEERS, INC. (HCEI) ON JULY 9, 2025, USING A GEDMAX ROBOTIC TOTAL STATION. BOUNDARY LINES (TAKEN FROM AIR ONLINE TAX MAP) SHOWN ARE INTENDED FOR STATE PERMITTING PURPOSES ONLY. HCEI ASSUMES NO RESPONSIBILITY FOR ANY BOUNDARY LINES.
- STREAM CROSSING PARAMETERS INCLUDED IN THIS DESIGN WERE REVIEWED IN THE FIELD ON JULY 23, 2025 WITH STATE RIVER MANAGEMENT ENGINEER, SCOTT JENSEN AND CONTRACTOR STEVE JOHNSON OF BARNING EXCAVATION. THIS PLAN IS INTENDED FOR APPLICABLE STATE AND LOCAL PERMITTING ONLY. THIS DOES NOT REPRESENT A DESIGN OF THE BRIDGE OR BRIDGE ABUTMENTS.
- WETLANDS WERE IDENTIFIED AND FLAGGED BY A&D KLUMB ENVIRONMENTAL LLC OF CANTERBURY, NH ON AUGUST 20, 2025. HCEI SURVEYED WETLANDS FLAGS ON AUGUST 21 & 22, 2025. THESE WETLAND TYPES ARE NOT YET VERIFIED WITH THE STATE AND WETLAND DIVISION. HCEI IS NOT RESPONSIBLE FOR WETLAND PERMITTING.

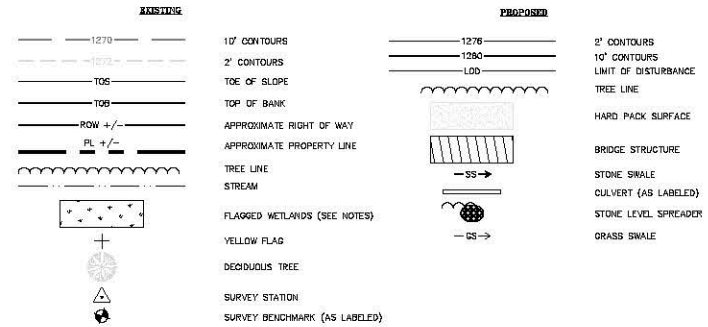
DESIGN NOTES

- BASE FLOOD ELEVATION WAS NOT CALCULATED AS PART OF THIS SCOPE. THIS PROJECT IS NOT LOCATED IN A MAPPED SPECIAL FLOOD HAZARD AREA PER VT AFR ATLAS ONLINE.
- THIS SCOPE DOES NOT INCLUDE A STRUCTURAL DESIGN OF THE BRIDGE FOUNDATIONS OR BRIDGE SUPERSTRUCTURE.
- REFER TO SHEET C3B FOR DRIVEWAY ACCESS PROFILE, DETAILS, AND NOTES

GENERAL NOTES

- CONTRACTOR SHALL CONTACT ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO STAKE OUT STREAM CROSSING AND DISCUSS CONSTRUCTION.
- CONTRACTOR TO REPORT ALL ERRORS AND OMISSIONS TO DESIGNER IMMEDIATELY.
- CONTRACTOR IS WARNED THAT UNDERGROUND UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THESE PLANS AND IS ADVISED TO CALL DIG-SAFE PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY EROSION CONTROL MEASURES. ALL DISTURBED AREAS NOT IMPERVIOUS SHALL BE COVERED WITH 4" MINIMUM TOPSOIL AND FERTILIZED, SEEDED, AND MULCHED. USE BIODEGRADABLE EROSION MATTING ON ALL SLOPES GREATER THAN 3:00(1:0).
- DRIVEWAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH TOWN OF POMFRET REGULATIONS AND APPLICABLE VTTRANS B-71A GUIDELINES.
- THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- THE OWNER IS RESPONSIBLE FOR PERFORMING ALL WORK ON PROPERTIES OWNED BY OR LEGAL EASEMENTS SECURED BY THE OWNER.

LEGEND



**Woodstock Ambulance Service
Business Associate Agreement
Between Woodstock Ambulance Service and The Town of Pomfret**

This Business Associate Agreement ("Agreement") between Woodstock Ambulance Service and the Town of Pomfret is executed to ensure that the Town of Pomfret will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Woodstock Ambulance Service in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

The Town of Pomfret agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical, and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Woodstock Ambulance Service any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required

by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Woodstock Ambulance Service without unreasonable delay, but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Town of Pomfret agree to the same restrictions, conditions, and requirements that apply to the Town of Pomfret with respect to such information;
5. Make PHI in a designated record set available to Woodstock Ambulance Service and to an individual who has a right of access in a manner that satisfies Woodstock Ambulance Service's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Woodstock Ambulance Service, or take other measures necessary to satisfy Woodstock Ambulance Service's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Woodstock Ambulance Service or an individual who has a right to an accounting within 60 days and as necessary to satisfy Woodstock Ambulance Service's obligations under 45 CFR §164.528;
8. To the extent that the Town of Pomfret is to carry out any of Woodstock Ambulance Service's obligations under the HIPAA Security Rule, the Town of Pomfret shall comply with the requirements of the HIPAA Security Rule that apply to Woodstock Ambulance Service when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Town of Pomfret on behalf of Woodstock Ambulance Service, available to the Secretary of the Department of Health and Human Services for purposes of determining the Town of Pomfret and Woodstock Ambulance Service's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Woodstock Ambulance Service notifies the Town of Pomfret of any restriction on the use or disclosure of PHI that Woodstock Ambulance Service has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Woodstock Ambulance Service is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), then to the extent applicable to the Town of Pomfret's billing activities, the Town of Pomfret agrees to assist Woodstock Ambulance Service in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b)

taking all steps necessary to comply with the policies and procedures of Woodstock Ambulance Service's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Woodstock Ambulance Service agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Woodstock Ambulance Service of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Woodstock Ambulance Service of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by the Town of Pomfret on behalf of Woodstock Ambulance Service include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Woodstock Ambulance Service to its patients;
2. Preparation of reminder notices and documents about collections of overdue accounts.

D. Termination

1. Woodstock Ambulance Service may terminate this Agreement if Woodstock Ambulance Service determines that the Town of Pomfret has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, the Town of Pomfret shall return to Woodstock Ambulance Service or destroy all PHI received from Woodstock Ambulance Service, or created, maintained, or received by the Town of Pomfret on behalf of Woodstock Ambulance Service that the Town of Pomfret still maintains in any form. The Town of Pomfret shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 1st day of October, 2025.

Woodstock Fire/EMS Dept

Town of Pomfret

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Town of Pomfret Selectboard
DRAFT Meeting Minutes
September 17, 2025

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

Public: Frank Rogers, Cynthia Hewitt, Betsy Rhodes, Jim Potter, Bill Emmons

1. **Call to Order** – Ben called the meeting to order at 7:00 pm.
2. **Agenda Review** – Ben moved and Meg seconded adding Town Hall Revitalization Committee Expenses and Fiscal Year 2025 Accounting Questions immediately before Item 5I (Warrants) Unanimous.
3. **Public Comment** – Cynthia Hewitt reported that she has passed her HIPAA certification exam. This will allow her to receive confidential medical information to assist the town in reviewing unpaid ambulance bills. Jim Potter raised several concerns regarding the Caper Street/Pomfret Road landslide repair project and the town's grading procedures.
4. **Road Foreman Report** – The Wayside Road bridge was paved this week. The town office parking lot paving will begin later this week. Crack sealing for the season is complete, covering sections of Stage Road and Pomfret Road. The centerline was also repainted on Pomfret Road. M&W Soils Engineering performed core sampling on Pomfret Road this week, which is the reason for the much-discussed white dots on the pavement. The road crew is starting the second round of road grading and roadside mowing is continuing. D&D Excavating has begun delivering sand, hauling on Wednesdays and Thursdays. The Pomfret Road landslide repair project is coming along well. Emily asked Frank to inspect a section of the bank on the Howe Hill turnout that appears to be giving way. Jim Potter suggested contacting the engineer who designed the original project. Frank said he would look at the bank first before potentially reaching out to the engineer.
5. **Items for Discussion or Vote**
 - a. **Municipal Equipment Loan Fund** – The Selectboard discussed applying for a state-administered loan of up to \$175,000 at 2% interest over 5 years to purchase highway equipment. After discussion, the Selectboard decided to take the matter under advisement and make a decision at the October 1 meeting. The application deadline is October 15.
 - b. **Fuel Supply Agreements (2025-26 Season)** – Emily presented figures from Dead River and Irving; a third vendor, Simple Energy, did not submit a quote. The key factor in the discussion was diesel pricing, which comprises most of Pomfret's fuel expense. Dead River offered a one-year fixed price of \$3.010/gal., whereas Irving offered only a spot price of \$2.791/gal. Last year, however, the town's average diesel price through Irving was nearly \$1.000/gal. higher than the initially quoted spot price, resulting in an estimated \$11,000 in additional cost. It was noted that Irving's quote remained valid until midnight while Dead River's quote had expired earlier in the day and needed to be refreshed. Steve moved and Meg seconded to award the town's fuel supply contract for the 2025-26 season to Dead River, provided that final prices are no more than 5¢/gal. higher than the prices quoted on September 16, 2025. Unanimous.
 - c. **Municipal Road Grant-in-Aid Agreement (SFY 2026)** – The Selectboard reviewed the SFY26 Municipal Road Grant-in-Aid agreement from VTrans. The town was awarded \$33,500, with a required in-kind match of \$8,375. Emily moved and John

- seconded approval of the Grant-in-Aid agreement and authorized the chair to sign it on the town's behalf. Unanimous. Frank will finalize project details with Rita Seto.
- d. **Class 3 Road Stop and Yield Signs** – The Selectboard discussed adding stop or yield signs at intersections with limited sight distance, such as Caper Street/Pomfret Road, Bunker Hill Road/Pomfret Road, and Skyline Drive/Webster Hill Road. The Selectboard debated the effectiveness, cost, risk of theft, and potential liability associated with new signs. Jim Potter noted that adding stop signs requires maintaining stop bars, which may necessitate paving gravel intersections. Meg noted that according to the Manual on Uniform Traffic Control Devices, stop bars are optional. Discussion to continue at the October 1 meeting to allow time for Meg to seek guidance from the Vermont League of Cities & Towns (VLCT) and for Frank to get pricing on new signs.
 - e. **Municipal Complete Streets Program** – Discussion postponed to the October 15 meeting, after Scott Cone (the town's representative to the Two Rivers-Ottauquechee Regional Commission's Transportation Advisory Committee) attends a training on the subject and is available to present to the Selectboard.
 - f. **Small Tax Account Balances** – The Selectboard discussed a request from the Town Treasurer to zero out dozens of small ($\leq \$1.00$) tax account balances that resulted from a discrepancy between state accounting systems. The Selectboard recalled advice from VLCT last May stating that towns cannot write off credits owed to taxpayers, even very small amounts. Acknowledging the significant administrative burden this state-created issue places on the Treasurer, the Selectboard decided to postpone a decision until the October 1 meeting and to seek guidance from the Vermont Department of Taxes' Division of Property Valuation and Review (PVR). Ben will follow up with Ellen.
 - g. **DLL License Renewal (Teago General Store; First Class Commercial Caterer)** – Emily moved and Meg seconded renewal of the commercial caterer license for Teago General Store. Unanimous.
 - h. **Appointment of Public Officers** – Ben reported that one resident has expressed interest in the Greater Upper Valley Solid Waste Management District representative board position but has not yet committed. Two residents who volunteered for the two vacant Auditor positions were either ineligible or declined after further consideration, leaving the board with only one auditor. This presents a significant challenge for completing the annual audit and producing the town report, as the workload is too much for one person. Ben will discuss the situation with the remaining auditor to get her input.
 - i. **Town Hall Revitalization Committee Expenses** – Meg asked for clarity on how expenses for Town Hall Revitalization Committee events should be paid. Funds raised at a recent event were given to the Pomfret Historical Society to be part of a matching grant campaign to benefit the Town Hall. Emily questioned the committee's authority to fundraise, as it was not part of its charge from the Selectboard, and noted that no specific renovation plan has been presented to or approved by voters. The Selectboard reached a consensus that the Historical Society, as the recipient of the fundraising proceeds, should be responsible for reimbursing event expenses. Meg will seek reimbursement via Alan Graham of the Historical Society.
 - j. **Fiscal Year 2025 Accounting Questions** – Discussion postponed to the October 1 meeting.

- k. **Warrants** – Ben moved and Meg seconded approval for payment of the following warrants:

26022	\$	10,068.60	Payroll
26023		1,819.50	Payroll
26025		1,492,782.83	A/P (incl. 462.98 August debit card expenses)

Unanimous. Emily noted a minor error on the Windsor County Sheriff's Department invoice. Ben will follow up for a corresponding credit on next month's invoice.
 - l. **Approval of September 3, 2025 Minutes** – Meg moved and Emily seconded approval of the September 3 meeting minutes as presented. Unanimous.
6. **Meeting Wrap Up**
- a. **Correspondence** – Ben responded to a Caper Street resident about road closures for the slide repair, confirming that at most one more partial-day closure might be needed later in the project. Regarding a question from the Town Treasurer about opioid settlement funds, the Selectboard confirmed its practice is to consider the funds spent as part of its annual social service appropriations to agencies that provide addiction and recovery services. Meg will follow up with Ellen on this.
 - b. **Review of Assignments** – Assignments were reviewed, including: Frank to finalize Grant-in-Aid scope with TRORC, price new road signs, and inspect Howe Hill Road; Ben to follow up with Ellen on small tax account balances, sign and return Grant-in-Aid agreement, contact the Sheriff's office re: potential double billing, and confer with Auditor Annie Mears Abbott re: auditing and the Town Report; Meg to seek guidance from VLCT about stop and yield sign placement, seek reimbursement from PHS of event expenses, and follow up with Ellen re: opioid expenses; and Ben and Emily to finalize the fuel contract.
 - c. **Agenda for Next Meeting** – Highway Access Permit Application (2912 Pomfret Road; site visit at 6 PM on October 1), Small Tax Account Balances, Class 3 Road Stop and Yield Signs, Municipal Equipment Loan Fund, Fiscal Year 2025 Accounting Questions, Better Roads Grant Application.
7. **Executive Session**
- a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(E) to discuss pending civil litigation to which the town is a party and the premature general public knowledge of which would clearly place the town at a substantial disadvantage. Unanimous. The Selectboard entered executive session at 9:13 pm.
 - b. Emily moved and Meg seconded exiting executive session. The Selectboard exited executive session at 9:51 pm, with no decisions having been made therein.
8. **Adjournment** – Steve moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:51 pm.