

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
January 21, 2026, 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. Law Enforcement Services b. FY 2027 Budget Review and Approval c. 2026 Annual Meeting Warning Review and Approval d. 2025 Annual Report Deliverables Review and Approval e. VTrans Small Scale Local Highway Safety Grant f. Emergency Grant Application (Pomfret Road Slide) g. Large Event Permit Application (CBHM Pre-Race Supper) h. North Pomfret Cemetery Association Lands i. Certificate of Town Highway Mileage j. Warrants k. Approval of January 7, 2026 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 (Public 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

Item 5B
FY 2027 Budget Review and Approval

available at

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

**WARNING
TOWN OF POMFRET
ANNUAL TOWN MEETING 2026**

The legal voters of the Town of Pomfret, Vermont are hereby warned and notified to meet at the Pomfret Town Offices, 5218 Pomfret Road, on Tuesday, March 3, 2026, between 8:00 AM and 7:00 PM, to vote by Australian ballot upon the articles of business listed herein.

An informational hearing to discuss the articles to be voted upon will occur at the Pomfret Town Hall, 5233 Pomfret Road, and via Zoom on Saturday, February 21, 2026 at 9:00 AM. Instructions for joining the informational hearing appear at the end of this Warning.

The legal voters of the Town of Pomfret, Vermont are further notified that voter qualification, registration and absentee voting relative to said voting by Australian ballot shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statutes Annotated. For more information, please visit <https://sos.vermont.gov/elections/voters/early-absentee-voting/> or call the Pomfret Town Offices at (802) 457-3861 during normal business hours (Monday, Wednesday and Friday, 8:30 AM to 2:30 PM).

1. To elect the following Town officers:
 - Town Moderator, 1-year term;
 - Town Clerk, 1-year term;
 - Selectboard Member, 3-year term;
 - Selectboard Member, 2-year term;
 - Treasurer, 1-year term;
 - Cemetery Commissioner, 3-year term;
 - Lister, 3-year term;
 - Lister, 2 years to finish a 3-year term;
 - Auditor, 3-year term;
 - Auditor, 2 years to finish a 3-year term;
 - Auditor, 1 year to finish a 3-year term;
 - Library Trustee, 3-year term;
 - Library Trustee, 3-year term;
 - Library Trustee, 2 years to finish a 3-year term; and
 - Trustee of Public Funds, 3-year term.
2. Shall the voters allow individuals who are residents of the State, but not residents of the town be elected or appointed to all town offices except selectboard members and justices of the peace as provided in 17 V.S.A. 2646a(a)(1)?
3. Shall the town assess a one percent (1%) tax on (1) “sales”; (2) “meals and alcoholic beverages”; and/or (3) “rooms” pursuant to 24 V.S.A. § 138(b)?
4. Shall the voters authorize the Treasurer to collect current taxes, pursuant to 32 V.S.A. 4791?
5. Shall the voters approve the combined budget for Fiscal Year 2027 of \$[] for general purposes (\$[]) and for highway purposes (\$[]), of which \$[] will be raised by current year taxes and \$[] by other sources?

Note: The amounts in this Article 5 exclude the appropriations proposed in Articles 6 through [17] below.

6. Shall the voters appropriate \$44,500 to the Abbott Memorial Library?
7. Shall the voters appropriate \$20,000 to the Pomfret Cemetery Commission?
8. Shall the voters appropriate \$3,950 to the Visiting Nurse and Hospice for VT and NH in support of care provided in patients' homes?
9. Shall the voters appropriate \$4,800 to the Woodstock Area Council on Aging (d.b.a. The Thompson Senior Center) to be used for operational expenses to provide meals on wheels, transportation, wellness and social activities, medical equipment, and other Aging at Home support services to benefit Town residents?
10. Shall the voters appropriate \$979 to Health Care and Rehabilitation Services for support of services provided to residents of Windsor County?
11. Shall the voters appropriate \$2,500 to the Empower Up - Windsor Central Mentoring Program (formerly known as the Ottauquechee Community Partnership) to support their Mentor and Buddy Program?
12. Shall the voters appropriate \$750 to the Spectrum Teen Center for support of activities at the center?
13. Shall the voters appropriate \$900 to Pentangle Arts for providing artistic endeavors in the community?
14. Shall the voters appropriate \$2,500 to the Ottauquechee Health Foundation (OHF) for funding and support for individuals with limited financial means to help meet critical health and wellness needs such as medical and dental care, eyeglasses, hearing aids, dentures, prescription co-payments and short-term caregiver services?
15. Shall the voters appropriate \$400 to the Women's Information Service (WISE) of the Upper Valley for support of activities at the service?
16. Shall the voters appropriate \$50 to Green Up Vermont for Green Up Day supplies and services?
17. Shall the voters re-appropriate \$[66,998]¹ of the unassigned General Fund balance to reduce Fiscal Year 2027 taxes to be raised?

Note: Approval of this article would leave \$[44,665] in the General Fund balance, which amount would remain subject to re-appropriation by the voters at a later date.

18. Shall the voters require that taxes be paid in U.S. funds in two installments, pursuant to 32 V.S.A. 4773, and that the first installment of such taxes be due and accepted at the Treasurer's

¹ **NTD:** Selectboard to confirm.

office on or before 2:30 PM on August 21, 2026, and that the balance be due at the same location on or before 2:30 PM on February 5, 2027, and that overdue taxes bear interest at a rate of 1.0% per month or fraction thereof from the due date of each installment pursuant to 32 V.S.A. 4873, and that all delinquent taxes be subject to an 8.0% penalty pursuant to 32 V.S.A. 1674?

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

Dated this [] day of January, 2026,
by the Selectboard of the Town of Pomfret:

Benjamin Brickner, Chair

John Peters Jr., Vice-Chair

Steve Chamberlin

Meg Emmons

Emily Grube

* * * * *

AUSTRALIAN BALLOT
INFORMATIONAL HEARING INSTRUCTIONS

An informational hearing to discuss the articles to be voted upon will occur at the Pomfret Town Hall, 5233 Pomfret Road, and via Zoom on Saturday, February 21, 2026 at 9:00 AM. You may join this informational hearing by telephone, computer or smartphone as follows:

Computer or Smartphone

<https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>

Landline or Mobile Phone

Dial (301) 715-8592. When prompted, enter Meeting ID 953 9507 9923 and Passcode 306922.

SELECTBOARD REPORT

Last year was a challenging but productive year for the Selectboard as we responded to an infrastructure emergency, navigated staffing transitions, managed significant capital projects, and addressed fiscal and budgetary pressures. We welcome this opportunity to share highlights from 2025.

Emergency Infrastructure Response. On May 10, 2025, a significant landslide occurred on Pomfret Road north of the North Pomfret post office, with subsidence of Caper Street requiring partial closure. The Selectboard immediately engaged engineering and construction expertise to stabilize the embankment and restore access. Working with VTrans and a local engineer, we developed a comprehensive remediation plan and solicited competitive bids. The project proceeded through summer and fall 2025, with Avery Excavation undertaking slope stabilization, underdrainage installation, guardrail placement, and pavement restoration, and Harrington Civil Engineers providing engineering services. The work is now complete. This emergency demonstrated the value of maintaining experienced road and administrative personnel and strong relationships with state and regional partners.

Highway Department Staffing and Equipment. After the departure of long-serving Road Foreman Jim Potter and crew member Justin Ricard in fall 2024, Frank Rogers came to Pomfret as Road Foreman in November 2024, joining veteran Art Lewin, and soon adding new crew members including AJ Stevens. The team also recently welcomed Peter Gourley and continued building capacity for the town's extensive road maintenance responsibilities. Equipment investments included a new equipment trailer, additional generator for reliability during power outages, and grading attachments to improve efficiency. A new tandem truck is expected for delivery later this year. The crew remained busy with grant-funded improvements on Allen Hill Road and Sugarbush Road (VTrans Grants in Aid Program), culvert replacements, routine grading and ditching, and roadside mowing.

Paving and Transportation Projects. Despite not receiving a state-funded paving grant, the town proceeded with high-priority projects including resurfacing of the Wayside Road bridge at Route 12 and paving of the town office parking lot. Core sampling was conducted on Pomfret Road to inform future maintenance strategies. The town also continued managing foliage season traffic challenges through temporary road closures on Cloudland Road and one-way conversion of Barber Hill Road in coordination with the Town of Woodstock and with support from Cloudland Road residents.

Municipal Administration and Planning. The town commenced its octennial (every 8 years) town plan update, with the Planning Commission holding a public hearing last summer and the Selectboard holding its own hearing in November. The Two Rivers-Ottawquechee Regional Commission provided feedback on the current draft, which will be considered as the Selectboard works toward final adoption by the August 2026 deadline. The Selectboard also addressed challenges in completing the Fiscal Year 2025 audit after two elected auditors departed, contracting with a licensed public accounting firm to ensure completion. The town continued to advance planning for Town Hall renovations to address accessibility and code compliance issues, with design concepts developed and cost estimates being refined.

Emergency Services and Regional Coordination. Following extended negotiations, the Selectboard entered into ambulance service agreements with both the Town of Woodstock and the Town of Hartford to optimize emergency response times. Hartford now provides ambulance service for the northeast corner of Pomfret, including areas with faster response times from Hartford's expanded

Station No. 2 in Quechee. The town continues coordinating with regional partners on mutual aid arrangements, emergency management planning, and service delivery optimization.

Community Assets and Grant Funding. The town received grants for various projects, including a Municipal Planning Grant for the town plan update and state Emergency Aid funding for the Pomfret Road slide emergency response. Grant funding, combined with strategic use of the town's accumulated reserves and the last remaining ARPA funds, enabled significant capital improvements. The town began planning for a Veterans Memorial and continued engagement through the Vermont 250th Anniversary Committee to develop programming commemorating the state's 250th anniversary in 2026–27.

Fiscal Stewardship in Challenging Times. Pomfret, like all Vermont municipalities, faces pressure from rising costs in areas largely beyond local control. Vermont's affordability crisis continues to deepen as costs stretch Vermonters' budgets thin, with home sale prices swiftly increasing since the Covid-19 pandemic, constraining the tax base while increasing demand for municipal services. Health insurance premiums for small employers continued their relentless rise, a burden that municipalities bear for their employees. Pressures in the pension system, health care, and human services have created additional cost obligations statewide. Additionally, the cost of road maintenance materials has escalated dramatically, with paving and asphalt prices also rising significantly since 2020.

Despite these statewide pressures, the Selectboard has worked diligently to control spending growth and keep municipal tax increases as low as practicable. This year, the Selectboard's proposed budget reflects a tax increase of approximately [REDACTED]% – substantially lower than last year's increase.

This more moderate increase was achieved through careful scrutiny of every budget line item, grant procurement, strategic use of reserve funds, improved operational efficiency, and optimization of risk-free returns by negotiating higher rates on our Mascoma Bank balances. Nevertheless, certain cost increases were unavoidable: health insurance premiums for town employees, increases in paving and road maintenance material costs, and rising fuel expenses. The Selectboard has also determined that modest additional staffing to address increasing complexity in municipal administration is necessary to manage the town's growing regulatory obligations and to maintain existing municipal services.

The Selectboard appreciates that property tax growth of any magnitude contributes to the affordability pressures facing Vermont residents and businesses. We remain committed to maintaining fiscal discipline, pursuing outside funding whenever possible, and managing the town's finances in a way that balances residents' ability to pay with the town's delivery of essential services.

Fiscal Year 2027 Budget Narrative. The combined Fiscal Year 2027 Town and Highway budget of \$[REDACTED] (including voted appropriations) represents a [REDACTED]% increase from Fiscal Year 2026's total budget of \$2,007,578. The proposed Fiscal Year 2027 General Fund budget is \$[REDACTED], compared to Fiscal Year 2026's \$615,875, and the proposed Highway Fund budget is \$[REDACTED], compared to Fiscal Year 2026's \$1,391,703.

If voters approve all voted appropriations and re-appropriate a portion of prior year fund balances to offset taxes to be raised, the amount to be raised in taxes for Fiscal Year 2027 will be [REDACTED]% higher than in Fiscal Year 2026. The General Fund ended Fiscal Year 2025 with an unassigned fund balance of \$[REDACTED] and is anticipated to end Fiscal Year 2026 with an unassigned fund balance of \$[REDACTED]. The

Highway Fund ended Fiscal Year 2025 with an unassigned fund balance of \$[REDACTED] and is anticipated to end Fiscal Year 2026 with an unassigned fund balance of \$[REDACTED].

The primary drivers of Pomfret's municipal budget increases are the continued rapid rise in liability insurance and fuel costs, equipment expenses, health insurance premiums, asphalt and road maintenance material costs, and modest additions to support municipal administrative capacity. Many of these factors reflect national market pressures and statewide trends affecting all Vermont employers.

The Selectboard continues to seek grant funding and manage reserves prudently to keep municipal tax increases in line with inflation while maintaining service quality and funding for future infrastructure needs.

* * * * *

We thank each department, officer, appointee and board that draws tax dollars for carefully reviewing their needs and making difficult choices to support Pomfret's residents and infrastructure. We also thank all who volunteer to serve their town.

Selectboard meetings are open to the public and we thank those who participate and offer their opinions and guidance. You can find our contact information at pomfretvt.us/index.php/boar/sel. We look forward to seeing you at our meetings and around town.

Benjamin Brickner, Chair
John Peters, Jr. Vice-Chair
Steve Chamberlin
Meg Emmons
Emily Grube

TOWN OFFICERS, APPOINTEES, COMMITTEES AND EMPLOYEES

— OFFICERS —	Term Expires	— APPOINTEES —	Term Expires
MODERATOR		ANIMAL CONTROL OFFICER	
Kevin Geiger	2026	<i>vacant</i>	<i>n/a</i>
TOWN CLERK		CITIZEN TRUSTEE OF LABOUNTY FUND	
Rebecca Fielder	2026	Marjorie Wakefield	2026
SELECTBOARD		COLLECTOR OF DELINQUENT TAXES	
Benjamin Brickner, Chair	2026	Karen Hewitt Osnoe	2026
Meg Emmons	2026		
Steve Chamberlin	2027	CONSTABLE	
Emily Grube	2027	Douglas Tuthill	2026
John Peters Jr., Vice-Chair	2028		
TOWN TREASURER & TAX COLLECTOR		e911 COORDINATOR	
Ellen DesMeules	2026	Rebecca Fielder	2026
CEMETERY COMMISSION		EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT (ECFiber) REPRESENTATIVES	
Susan Burgess, Chair	2026	Alan Graham	2026
Greg Greene	2027	Betsy Rhodes (<i>first alternate</i>)	2026
Bruce Tuthill	2028	Eric Jahn (<i>second alternate</i>)	2026
LISTERS		EMERGENCY MANAGEMENT DIRECTOR	
Neil Lamson	2026	Kevin Rice	2026
Norman Buchanan, Chair (<i>appointed 2025</i>)	2027		
Rebecca Fielder	2028	FIRE WARDEN	
AUDITORS		Jake Astbury	2030
Annie Mears Abbott	2026	GREATER UPPER VALLEY SOLID WASTE MANAGEMENT (GUVSWD) REPRESENTATIVES	
Tracie Hartford (<i>resigned 2025</i>)	2027	Abby Nolan	2027
<i>vacant</i>	<i>n/a</i>	Douglas Tuthill (<i>alternate</i>)	2027
Patti Wickersham (<i>resigned 2025</i>)	2028		
<i>vacant</i>	<i>n/a</i>	HEALTH OFFICER	
LIBRARY TRUSTEES		Hugh Hermann, M.D.	2027
Douglas Abbott	2026	PLANNING COMMISSION	
Betsy Rhodes	2026	Cyrus Benoit	2026
Jim Robinson	2027	William Emmons, Chair	2026
Mary Worrell, Chair	2027	Nelson Lamson	2027
Heather Durkel (<i>appointed 2025</i>)	2028	Jack Pearsons	2027
Jocelyn Randles	2028	Tyler Wellington	2027
TRUSTEES OF PUBLIC FUNDS		John Moore	2028
Marjorie Wakefield, Chair	2026	Doug Tuthill	2028
Robert Coates	2027	ROAD COMMISSIONER	
Michael Doten	2028	<i>vacant</i>	<i>n/a</i>
WINDSOR CENTRAL UNIFIED UNION SCHOOL DISTRICT DIRECTORS		TOWN SERVICE OFFICER	
Lydia Locke	2026	Sheila Murray	2026
Bob Crean	2027	TREE WARDEN	
JUSTICES OF THE PEACE		Cyrus Benoit	2026
Anne Bower	2027	Alan Graham (<i>deputy</i>)	2026
Michael Doten	2027	TWO RIVERS-OTTAUQUECHEE REGIONAL COMMISSION (TRORC) BOARD OF DIRECTORS	
Chuck Gundersen	2027	William Emmons	2026
James Robinson	2027	Tyler Wellington	2026
Marjorie Wakefield	2027		

— COMMITTEES —	Term Expires	— APPOINTEES (cont.) —	Term Expires
CAPITAL PLANNING COMMITTEE		TRORC TRANSPORTATION ADVISORY COMMITTEE	
Eric Chase	<i>n/a</i>	Scott Cone	2026
Neil Lamson	<i>n/a</i>		
John Moore	<i>n/a</i>	VERMONT ETHICS COMMISSION LIAISON	
Jon Ricketson	<i>n/a</i>	Rebecca Fielder	2026
Hunter Ulf	<i>n/a</i>		
FINANCIAL MANAGEMENT COMMITTEE		ZONING ADMINISTRATOR	
Ellen DesMeules	<i>n/a</i>	Preston Bristow (<i>appointed 2025</i>)	2027
Emily Grube	<i>n/a</i>	Karen Hewitt Osnoe (<i>resigned 2025</i>)	2027
Nancy Matthews	<i>n/a</i>		
TOWN HALL REVITALIZATION COMMITTEE		ZONING BOARD OF ADJUSTMENT	
Katie Brickner	<i>n/a</i>	Susan Burgess	2026
Heather Durkel	<i>n/a</i>	Seth Westbrook	2026
Meg Emmons, Chair	<i>n/a</i>	Michael Schmell	2026
Dana Kaye	<i>n/a</i>	Lindsay Hyde	2027
John Moore	<i>n/a</i>	Kyle Hansen	2027
		Benjamin Brickner, Chair	2028
		Shaun Pickett, Vice-Chair	2028
VERMONT 250TH ANNIVERSARY COMMITTEE			
Benjamin Brickner, Chair	2028		
Dottie Deans	2028		
Alan Graham	2028		
Greg Hartford	2028		
Cynthia Hewitt	2028		

— EMPLOYEES —

ASSISTANT TOWN CLERK

Sally Weglarz

ASSISTANT TOWN TREASURER

Sally Weglarz

HIGHWAY TEAM

Peter Gourley
Art Lewin
Frank Rogers, Foreman
Andrew Stevens

SELECTBOARD ADMINISTRATIVE ASSISTANT

Cynthia Hewitt

TOWN ASSETS
(per the Pomfret Selectboard)

Buildings with Land

- Town Hall
- Town Offices, Brick Building, and Carriage Shed
- Town Garage
- Abbott Memorial Library

Cemeteries

- Bunker Hill Cemetery
- Burns Cemetery
- Hewittville Cemetery

Land Only

- 100 acres (more or less) off Joe Ranger Road
- 35 acres (more or less) off Joe Ranger Road
- 2 acres off Handy Road (formerly Salmon – tax sale purchase)
- North Pomfret picnic area (across from firehouse)
- <1 acre above Kenyon Hill Bridge

Artifacts

- Abida Smith Tavern sign
- Thomas Ware portraits (7), currently on loan to Woodstock Historical Society
- Benjamin Franklin Mason paintings (5)

Highway Equipment

- 2024 John Deere 524P Loader (replaces 2010 loader)
- 2022 Truck, Ford 550 4WD with plow, wing & sander
- 2021 John Deere Grader, model 672G
- 2008 Komatsu PC78US-6 Excavator
- 2021 International 2WD with plow, sander & wing
- 2020 Int'l Truck tandem w/ plow, sander & wing
- 2016 John Deere 6110M 4WD with side mower
- 2022 Int'l tandem with plow, wing & sander
- 2015 Truck, Ford 550 4WD with plow, & sander
- 1987 Truck, Ford 350 Mini-Pumper
- 2025 Tag Trailer
- 2008 Compactor
- Jumping Jack Compactor
- Hotbox
- 2000 Bandit Chipper
- Fisher 9' Straight Blade
- Pressure Washer (purchased new one in 2018)
- 2001 Rock Rake
- Air Compressor
- Snow Fence and Posts, 3,000 feet
- Chainsaws
- Welder, Lincoln Wire Feed
- Small Tools
- Hydroseeder
- Leaf Blower
- Steam Cleaner

Item 5E
VTrans Small Scale Local
Highway Safety Grant

available at

<https://vtrans.vermont.gov/contract-admin/bids-requests/notice-funding-opportunities>

**STATE OF VERMONT
STANDARD GRANT AMENDMENT**

Part 2 – Grant Amendment

1. Parties: This is a Grant Amendment (hereinafter called “Amendment”) between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the **Town of Pomfret**, (hereinafter called “Grantee”). The Agreement dated **July 11, 2025**, shall be modified as follows:
2. Award Details: Part 1 – Grant Award Detail is hereby deleted and replaced in its entirety with the revised Part 1 – Grant Award Detail attached and made a part hereof.
3. Attachments: Attachment A, Vermont Agency of Transportation Municipal Highway Grant Application, Scope of Work to be Performed is hereby modified to include the Municipal Highway Grant Amendment Application dated January 14, 2026, which is attached hereto and made a part hereof.
4. Attachments: Attachment C, Standard State Provisions for Contracts and Grants dated December 7, 2023, is hereby deleted in its entirety, and replaced by Attachment C, Standard State Provisions for Contracts and Grants Revised October 1, 2024, attached, and is made a part hereof.
5. Order of Precedence: Attachment C, Standard State Provisions for Contracts and Grants (revised 12/7/2023), is hereby modified to read as, Attachment C- Standard State Provisions for Contracts and Grants Revised October 1, 2024.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **July 11, 2025**, shall remain unchanged and in full force and effect.

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

By the State of Vermont:

Grantee:

Town of Pomfret

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: EM0178				² Original ☐ Amendment # <u>1</u>			
³ Grant Title: Town Highway Emergency Fund Program - FY 25							
⁴ Amount Previously Awarded: \$332,086.00		⁵ Amount Awarded This Action: \$223,192.00		⁶ Total Award Amount: \$555,278.00			
⁷ Award Start Date: Jul 01, 2024		⁸ Award End Date: Dec 31, 2026		⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 0000040729		¹¹ Grantee Name: Town of Pomfret					
¹² Grantee Address: 5218 Pomfret Rd							
¹³ City: North Pomfret				¹⁴ State: VT		¹⁵ Zip Code: 05053	
¹⁶ State Granting Agency: Vermont Agency of Transportation						¹⁷ Business Unit: 08100	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ <u>\$36,231.00</u> Description: In-kind or Cash					
²⁰ If this action is an amendment, the following is amended: Amount: ☒ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #: ELLSZHMPBA76				²² Indirect Rate: <u>N/A</u> % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06						²⁵ R&D: ☐	
²⁶ EEI Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund		\$0.00	\$0.00	\$0.00			
Special Fund		\$0.00	\$0.00	\$0.00			
Global Commitment (non-subrecipient funds)		\$0.00	\$0.00	\$0.00			
Other State Funds		\$332,086.00	\$223,192.00	\$555,278.00	Transportation Fund		
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$332,086.00	\$223,192.00	\$555,278.00			
SECTION IV - CONTACT INFORMATION							
<u>STATE GRANTING AGENCY</u> NAME: Michael Blakslee TITLE: District 4 PHONE:Cell (802) 291 - 4668 EMAIL: michael.blakslee@vermont.gov				<u>GRANTEE</u> NAME: Benjamin Brickner TITLE: Selectboard Chair PHONE:Office: (802) 457 - 3861 EMAIL: benjamin.brickner@pomfretvt.us			



Municipal Highway Grant Amendment Application

MUNICIPALITY: Pomfret

MUNICIPAL ADDRESS: 5218 Pomfret Road, North Pomfret, VT 05053

MUNICIPAL CONTACT (name): Frank Rogers

Phone: 802-457-2767

E-Mail: highway@pomfretvt.us

ACCOUNTING SYSTEM: Automated ☐ Manual ☐ Combination ☒

SAMS #: EU8ZZ1LLGV6

Grantee FY End Month (mm format): 06

Grant Contract No. EM0178

Grant EA No. THE40025-304

Change No. 1

Original Grant Amount Awarded: \$ 368,317.00

Grant Term Extension Request: YES ☐ NO ☒Increase Maximum Amount: YES ☒ NO ☐ New project Estimate: \$ 551,460.00Scope of Work Change: YES ☐ NO ☒

Described Reason for ALL Requested Changes:

Please see enclosed letter from the Town of Pomfret.

Do you have an accounting system that will allow you to completely and accurately track the receipt and disbursements of funds related to the award? YES ☒ NO ☐

If your staff is required to track their time associated with the award, does the municipality have a system in place that will account for 100% of each employee's time? YES ☒ NO ☐

Has the municipality had one or more audit findings in your last single audit regarding program non-compliance? YES ☐ NO ☒

Has the municipality had one or more audit findings in your last single audit regarding significant internal control deficiency? YES ☐ NO ☒

MUNICIPALITY

Signature

A handwritten signature in blue ink that reads "Benjamin T. Brickner".

Name (print): Benjamin Brickner

Title: Selectboard chair

Date: August 6, 2025

District Comments:

This amendment has been approved to increase the grant amount awarded to \$516,084, based on the actual costs of \$551,460.00, an increase of \$183,998.00.

Recommended for Approval: Michael Blakslee

Authorized District Representative:

4
District

1/14/2026
Date

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED OCTOBER 1, 2024**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

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

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

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

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

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

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

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

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

12. Use and Protection of State Information:

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Section 6 of Act No. 50 (2011).

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

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

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

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

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



Vermont League of Cities & Towns

Issue Date: 01/01/2026

Policy Number: PACIF1510-26

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member
Town of Pomfret
Attn: Ellen DesMeules
5218 Pomfret Road
North Pomfret, VT 05053

VLCT Property & Casualty Intermunicipal Fund, Inc.
89 Main Street Suite 4
Montpelier, VT 05602

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

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2026 - 01/01/2027	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2026 - 01/01/2027	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2026 - 01/01/2027	As Per Policy Declarations
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for Automobile Liability, General Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____



VERMONT

AGENCY OF TRANSPORTATION

TA 65

Request for Reimbursement

MUNICIPALITY	DISTRICT NO.	EA & Contract NO.	TOWN NO.
POMFRET	4	THE40025-304 EM0178	489
CHOOSE ONE BELOW:		% of Work Completed: 100 %	Amount Previously Paid Town: \$ 0.00
☒ Final Claim	☐ Partial Claim		
Name and address of claimant: TOWN OF POMFRET 5218 POMFRET RD. NORTH POMFRET VT, 05053 3101448900-20			Emergency Fund Grant ☒ Structures Grant ☐ Class 2 Roadway Grant ☐ Other (specify) ☐
I (WE) SWEAR TO THE CORRECTNESS OF THE STATEMENTS MADE IN THIS CLAIM AND THAT: 1. THE WORK IS COMPLETE AND HAS BEEN ACCEPTED BY THE MUNICIPALITY. 2. THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE GRANT AGREEMENT WITH THE VERMONT AGENCY OF TRANSPORTATION FOR THIS PROJECT. 3. THE TOWN HAS PAID FOR THE EXPENSES SHOWN HEREON (LABOR, EQUIPMENT, AND MATERIALS). _____ (sign) _____ (sign) _____ (sign) _____ (sign) _____ (sign)			Original Award Amount: \$ 332,086.00 Amended Award Amount: \$ 223,192.00 Total state funds awarded: \$ 555,278.00 PROJECT COSTS: Total project costs to date: \$ 591,508.07 Minus previous payments: \$ 0.00 Minus municipality portion: \$ 36,230.07 Amount of payment: \$ 555,278.00 Authorized District Representative (sign) _____ Approved Date _____



VERMONT

AGENCY OF TRANSPORTATION

TA 66

REPORT OF EXPENDITURE FOR MONEY USED ON HIGHWAY WORK

Instructions: This form is to be used for the Town Highway, Bridge and culvert Grant work.
Return this account to your District Transportation Administrator. Attach invoices, receipts and proof of payments.

Municipality : **POMFRET**

Highway Class:

Highway Number:

Bridge/Culvert Number:

Grant Number: **EM0178**

Est. Project Costs:

DISTRICT CONTACT (name): **Chris Bump**

Phone: **(802) 295-8888**

E-Mail: **michael.blakslee@vermont.gov**

Force Account Work:

Total Force Account Labor: \$ _____
Total Force Account Equipment: \$ _____
Total Force Account Work: \$ **\$ 0.00**

Contracted Work:

Contractor Name:

1. Avery Excavation Inc.	Total: \$ 580,821.63
2. Harrington Civil Engineers, Inc.	Total: \$ 39,193.28
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Contracted Work: \$ 620,014.91	

Materials:

Vendor Name:

1. _____	Total: \$ _____
2. _____	Total: \$ _____
3. _____	Total: \$ _____
4. _____	Total: \$ _____
5. _____	Total: \$ _____
Total Material Cost: \$ 0.00	

Totals:

Total Force Account:	\$ 0.00
Total Contracted:	\$ 620,014.91
Total Material:	\$ 0.00
Project Total:	\$ 620,014.91

I CERTIFY THAT THIS IS A CORRECT ACCOUNT OF
THE EXPENSE OF THE WORK DESCRIBED.

Date Jan. 21, 2026 Name Benjamin Brickner

Title Selectboard chair

REVIEWED:

District Office: _____

Date: _____

TOWN OF POMFRET

APPLICATION FOR LARGE EVENT PERMIT

Pursuant to 24 V.S.A. 2291(14), in order to prevent and abate public nuisances, organizers of events having one hundred (100) or more anticipated attendees must first obtain a Large Event Permit from the Town of Pomfret. A completed application must be submitted no less than thirty (30) days before the proposed event begins.

Applicant Name: Jim Kelly Phone: 802 457 3555 Email: JKelly@woodstakevt.com
Mailing Address: PO Box 486 Woodstock, VT 0 State: VT Zip: 05091
Woodstock Area Chamber of Commerce

Event Name: CBHM Pasta Supper

Event Date(s): June 6, 2026

Event Hours: noon Anticipated Attendees: 400

Event Contact Name: Jim Kelly Phone: 802 457 3555 Email: JKelly@woodstakevt.com

Has the event been held in Pomfret before? ☒ Yes ☐ No If yes, when? each year

Please provide a brief description of your event and its location: Pasta Supper is 3 seatings
for the community & CBHM runners

Will your event involve any of the following?

Use of a Town Highway or Right of Way ☐ Yes ☒ No

If yes, a Permit to Hold an Event on Public Street(s) may be required. Please contact clerk@pomfretvt.us.

Use of other Town Property ☐ Yes ☒ No

If yes, general liability insurance in the amount of \$1,000,000 per occurrence and naming the "Town of Pomfret" as additional insured may be required. Please contact clerk@pomfretvt.us.

Catering of Alcoholic Beverages ☐ Yes ☒ No

If yes, a Request-to-Cater Permit may be required. Please visit www.liquorcontrol.vermont.gov.

Additional Requirements

Zoning: Some zoning requirements may still apply to events that otherwise do not require a zoning permit. Please contact the Zoning Administrator at zoning@pomfretvt.us.

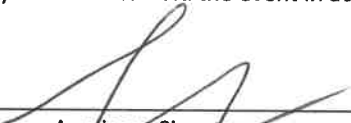
Sanitation: Sufficient sanitation facilities and waste removal must be provided. Compliance with the Vermont Universal Recycling Law is required.

Parking: Sufficient off-street parking must be provided. No parking is permitted that interferes with ordinary roadway maintenance (including winter plowing) or otherwise reduces the usable travelled way to less than twelve (12) feet.

Safety: Upon request, organizers may be required to have a medic on site and/or provide traffic control. Adequate emergency vehicle access must be maintained for the event duration.

Nuisance: Organizers are responsible for preventing public nuisances that create dangerous, injurious or noxious conditions that adversely affect the reasonable use of adjoining or nearby properties.

Applicant agrees to adhere to the specifications, requirements and conditions forming a part of this permit. Applicant acknowledges that this permit is issued in accordance with 24 V.S.A. 2291(14) and may be voided in the event of misrepresentation, substantial inaccuracy or failure to hold the event in accordance with the specifications, requirements and conditions indicated herein.


Applicant Signature

Jim Kelly
Applicant Printed Name

1/13/26
Date

Please mail or email completed application to: Town of Pomfret
5218 Pomfret Road
North Pomfret, Vermont 05053
Attention: Town Clerk, clerk@pomfretvt.us

OFFICIAL USE ONLY

Date Received: _____ By: _____

Zoning Permit Required? ☐ Yes ☐ No ☐ Unknown If yes or unknown, referred to Zoning Administrator on: _____

Condition(s) of Approval: _____

PERMIT APPROVED this _____ day of _____, 20____.

Selectboard Chair

Copies of approved permits to:

Chief, Pomfret-Teago Volunteer Fire Department
Head of Service, Pomfret FAST Squad

District 4
Certcode 1413-0

CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2026

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2026 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of POMFRET in WINDSOR County
on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305,
added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	0.000				0.000
Class 2	14.650				0.000
Class 3	47.67				0.000
State Highway	1.383				0.000
Total	63.703				0.000
* Class 1 Lane	0.000				
* Class 4	6.19				0.000
* Legal Trail	5.19				

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. **NEW HIGHWAYS:** Please attach Selectmen's "Certificate of Completion and Opening".

2. **DISCONTINUED:** Please attach SIGNED copy of proceedings (minutes of meeting).

3. **RECLASSIFIED/REMEASURED:** Please attach SIGNED copy of proceedings (minutes of meeting).

+0.08 mi CL3 TH-24 (Hewitt Hill Rd) remeasured; -0.08 mi CL4 TH-24 (Hewitt Hill Rd) remeasured
-0.01 mi CL3 TH-60 (Library St) intersection with CL2 TH-2 (Stage Rd) reconfigured
CL3 TH-26 (Johnson Rd) added unmapped approach at TH-24 and remeasured TH-24 (no net mileage change)

4. **SCENIC HIGHWAYS:** Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees:

Signature of T/C/V Clerk: _____ Date Filed: _____

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED:

Representative, Agency of Transportation

DATE:

From: AOT - Mileage Certificates <AOT.MileageCertificates@vermont.gov>
Sent: Tuesday, January 13, 2026 5:56 PM
To: Becky Fielder <Clerk@pomfretvt.us>
Subject: Special Instructions for Preloaded Changes on 2026 Mileage Certificate (POMFRET)

Greetings from the VTrans Mapping Section,

Pomfret's 2026 Certificate of Highway Mileage was emailed to you early last week (and is also attached to this email for your convenience). Please note that the Mapping Section preloaded one or more changes onto your municipality's certificate, and that no additional documentation is required for us to process those preloaded changes.

If Pomfret has additional changes to report, please add those to the certificate as well.

Special Instructions regarding Preloaded Changes:

1. Please fill out Part I of the certificate including the preloaded changes and any additional changes you wish to report.
2. Additional changes to be reported should also be added to Part II of the certificate, or on an attached sheet if necessary
3. Please do NOT check the 'No Changes' box on the certificate, as the preloaded changes count as changes.
4. Make sure that the Town Clerk signs and dates the certificate, and that the Selectboard members also sign the certificate

Please feel free to reach out to the Mileage Certificate Specialists (Kerry Alley and Pam DeAndrea) if you have any questions about the preloaded changes or mileage certificates in general.

Sincerely,
Kerry Alley

Kerry Alley | GIS Professional III
Asset Management & Planning Bureau - Mapping Section



MileageCertificate_POMFRET_2026.pdf
351K

FW: POMFRET: Processed 2025 Mileage Certificate Attached

Alley, Kerry <Kerry.Alley@vermont.gov>

Tue, Jan 6, 2026 at 4:00 PM

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

Cc: Becky Fielder <clerk@pomfretvt.us>

Good afternoon Ben,

I just wanted to let you know that the TH-24 ([Hewitt Hill Rd](#)) correction that we discussed previously has been preloaded onto Pomfret's 2026 mileage certificate, which will be sent out later today. There are two additional preloaded changes on Pomfret's mileage certificate that reflect the current configuration of two intersections in Pomfret (on CL3 TH-26 and CL3 TH-60, see details below).

CL3 TH-26 (Johnson Rd)

Last year I noticed that the northern end of Johnson Rd has a Y intersection that allows for two-way traffic on both approaches (see image below). The Mapping Section historically only recorded mileage for a single branch of Y intersections which were generally represented as T intersections on the map. We have recently started adding the details of median-separated approaches to our data and include their mileage in the town totals if they carry two-way traffic. I've therefore noted the addition of the previously unmapped approach on this year's certificate.

Coincidentally, adding the approach to our data made Johnson Rd's mileage (according to our mapping software) more precisely match the official length of 1.10 mile in our mileage records, suggesting that the official mileage for Johnson Rd had been overestimated previously.

The attached PDF shows the field inventory notes from 1992 when Johnson Rd was measured by VTrans (accompanied by Peter Gratiot, a Pomfret selectboard member at that time). The notes indicate that they obtained a length of 1.08 mi (including only the eastern approach to Hewitt Hill Rd) whereas the official mileage in our records was 1.10 mi. Based on this information, the addition of the second approach to the map coincidentally compensates for a historic overestimation of the length, so I've noted on the mileage certificate that no NET mileage change is needed to reflect the addition of the approach and a more precise remeasurement of Johnson Rd. If you have any information that would suggest a different measure is more appropriate, please let me know!



CL3 TH-60 (Library St)

My supervisor noticed (see image below) that Library St no longer has two approaches at its intersection with CL2 TH-2 (Stage Rd), so he asked me to update our data and process the change. According to our mapping software, the mileage for Library St is now 0.05 mi, so I preloaded a change of -0.01 mile for TH-60. If there is additional information about TH-60 suggesting that a different measure is more appropriate, please reach out to me.



If you have any questions about any of the changes mentioned above, please don't hesitate to reach out to me!

[Quoted text hidden]

 **Pomfret_TH26_RoadMeasurementsInventory.pdf**
1636K

Town of Pomfret Selectboard
DRAFT Meeting Minutes
January 7, 2026

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

Public: Cynthia Hewitt, Becky Fielder, Ellen DesMeules, Frank Rogers, Doug Tuthill, Neil Lamson, Betsy Rhodes, Christian Randles, Scott Eichler, Marge Wakefield, Cathy Emmons, Bill Emmons

1. **Call to Order** – Ben called the meeting to order at 6:00 pm.
2. **Executive Session**
 - a. Ben moved and Steve seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(3) to discuss the employment of public employees. Unanimous. The Selectboard entered executive session at 6:01 pm.
 - b. The Selectboard exited executive session at 7:02 pm, with no decisions having been made therein.
3. **Agenda Review** – None.
4. **Public Comment** – None.
5. **FY 2027 Budget Informational Meeting** – Ben explained that the Selectboard is considering creating a position to consolidate several administrative functions including assistant treasurer, assistant clerk, assistant to the Selectboard, and possibly other duties depending on availability of sufficient staffing and volunteers in the future. The Selectboard discussed the need for additional professional services in property assessment and accounting. Betsy Rhodes raised questions regarding unpaid ambulance bills, noting the amounts have increased sharply in recent years. Ben explained that Woodstock recently changed their collections process and, as a result, these amounts hopefully will decline in future years. Doug Tuthill suggested exploring the use of six-wheel trucks versus ten-wheel trucks for potential cost savings. Steve explained the rationale for using ten-wheel trucks in terms of load capacity, sanding efficiency, plowing performance, and overall cost implications.
6. **Road Foreman Report** – Frank reported that the road crew has been busy due to frequent inclement weather. Truck #3 experienced a bed chain issue and Truck #5 had hydraulic problems. The Selectboard has received positive feedback from residents regarding road maintenance quality and crew performance during recent winter storms.
7. **Items for Discussion or Vote**
 - a. **Certificate of Deposit Rollover** – Ellen will work with Ben to obtain the best rate available from Mascoma Bank for the funds in the recently matured certificate of deposit. This may entail rolling into a new certificate of deposit or holding the funds in an interest bearing sweep account.
 - b. **Law Enforcement Services** – Doug Tuthill, the town Constable, expressed the need for a certified police officer to address more serious crimes in town, particularly drug dealing and theft. Doug suggested adding a warning article reinstating law enforcement authority to the Constable, authority that was removed by town vote in 2015. Discussion will continue at the January 21 meeting.
 - c. **FY 2027 Budget Discussion** – The Selectboard continues to await final insurance pricing. The Selectboard agreed that if quotes are not received by January 21, the budget will assume a 5% increase relative to current rates. Emily noted the need to

involve an engineer in road repairs, and the Selectboard agreed that funds can be drawn from the paving reserve. The Windsor County tax rate will not be known until January 21. Ben will confirm dispatch fees with Woodstock, allotted funds with the Listers and Fire Department, and tax deadlines with Ellen. Selectboard members were urged to review the budget for potential reductions between now and the January 21 meeting, at which time the budget is expected to be finalized for a vote on town meeting day.

- d. **2025 Annual Report Deliverables** – Ben reviewed the preliminary warning. The Selectboard discussed and approved adding a 1% local option tax on sales, meals/alcoholic beverages, and rooms to the warning. The rationale for proposing this article to the voters is to diversify away from heavy reliance on property taxes to fund the municipal budget. The Selectboard also discussed and approved adding an article allowing Vermont residents who are not Pomfret residents to be elected or appointed to some town offices. The rationale for proposing this article to the voters is the increasing difficulty of finding willing volunteers for some unpaid or low-paid local positions.
- e. **VTrans Small Scale Local Highway Safety Grant** – The Selectboard discussed applying for a grant (up to \$50,000 with no local match required) to improve road safety. Eligible uses for the grant include blind striping, sign work, replacing non-compliant guardrails, removing trees, and removing large objects and bulges in roads. The Selectboard discussed focusing the application on tree removal in the area around Rudge Road. Emily and Frank will prepare the application. The application deadline is February 2 and the application form is complex, requiring significant effort from the town to complete.
- f. **Emergency Grant Application (Pomfret Road Slope Stabilization Project)** – Jon Harrington, the project engineer, has reviewed and finalized quantity estimates for the Pomfret Road slide repair. Emily moved and Steve seconded that the final figures be forwarded to VTrans for review and to progress toward reimbursement of remediation expenses for which the town is already out of pocket. Unanimous.
- g. **Warrants** – Emily moved and John seconded approval for payment of the following warrants:

26060	\$	18,459.33	Payroll
26061		18,884.78	A/P (includes \$989.57 debit card expenses)
26062		13,073.31	Payroll
26063		34,560.97	A/P
26064		3,080.17	Payroll (accrued but unused vacation pay)

Unanimous.
- h. **Approval of December 17, 2025 Minutes** – John moved and Meg seconded approval of the December 17 meeting minutes as presented. Unanimous.

8. **Meeting Wrap Up**

- a. **Correspondence** – Hunter Ulf is still working on obtaining pricing for the Town Hall renovation. He has had to contact additional contractors after striking out with the initial contractor.
- b. **Review of Assignments** – Ben to follow up on budget items including dispatch fees, Lister funds, Fire Department allotments, and tax deadlines. Emily to review the VTrans grant application. Emily and Frank to prepare the Small Scale Local Highway Safety Grant application for the February 2 deadline.

- c. **Agenda for Next Meeting** – Law Enforcement Services, FY 2027 Budget Approval, 2026 Annual Meeting Warning Approval, North Pomfret (Hewittville) Cemetery Real Estate Transaction, 2026 Highway Mileage Certificate, VTrans Safety Grant Application.
- 9. **Executive Session**
 - a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to (i) 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, (ii) 1 V.S.A. 313(a)(2) to discuss the negotiating of a real estate purchase, and (iii) 1 V.S.A. 313(a)(3) to discuss the employment of public employees. Unanimous. The Selectboard entered executive session at 9:27 pm.
 - b. John moved and Emily seconded exiting executive session. The Selectboard exited executive session at 10:22 pm, with no decisions having been made therein.
- 10. **Attorney Engagement** – Ben moved and John seconded that SP&F Attorneys be engaged to conclude the North Pomfret (Hewittville) Cemetery real estate transaction. Unanimous (Emily not voting).
- 11. **Adjournment** – John moved and Meg seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 10:23 pm.