

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
February 4, 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. Act 250/181 Tier 1B Areas Discussion (Two Rivers) b. Appointment of Public Officials c. Municipal Code of Ethics d. North Pomfret Cemetery Association Lands e. Warrants f. Approval of January 21 and January 29, 2026 Minutes	7:15 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:30 pm
7. 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

January 26, 2026

Dear Selectboard,

The legislature passed Act 181 to help address the ongoing housing crisis our communities, including yours, face. One of the ways the Act does this is through the temporary removal of Act 250 permitting for housing developments of 50 units or less in certain areas. This exemption is not currently in place in Pomfret. A new exemption will only occur in new 'Tier 1B' areas that are in the process of being established.

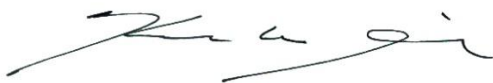
Four things have to be in place for a Tier 1B area to be created:

- The area must meet the [statutory requirements](#) (which we feel it does).
- The area must be mapped in the draft Regional Plan. In Pomfret, these are lands we are proposing as Village Center in South Pomfret. You can find the digital Future Land Use map [here](#), and attached.
- **The Selectboard has to request Tier 1B as part of our Regional Plan.**
- The State [Land Use Review Board](#) must approve the area when approving the Regional Plan (in late 2026).

What would a Tier 1B approval mean? Only that in 2027 and later, Act 250 would no longer apply to housing developments of 50 units or less on parcels of 10 acres or less within that area. This is not limited to affordable housing, and it is not necessarily big buildings. Importantly, your zoning and subdivision rules would not change and would still apply. Various other things like wastewater and water supply permits would still apply as well.

As the Tier 1B request has to come from the town's Selectboard, TRORC staff would like to come to a Selectboard meeting to answer any questions as you consider whether to request Tier 1B. I have copied your Planning Commission as well as they may want to participate. Please email Kyle Katz and me if you have any questions. Thank you.

Sincerely,



Kevin Geiger, AICP CFM
Chief Planner

Cc Kyle Katz, Peter Gregory, Pomfret TRORC Commissioner, PC chair



DRAFT Regional Future Land Use

<https://trorc.org/regional-chapters-draft/>
comments:
regionalplan@trorc.org

**For use when projects trigger Act 250;
Does not change zoning.**

Downtown/Village Center- 1% of Region

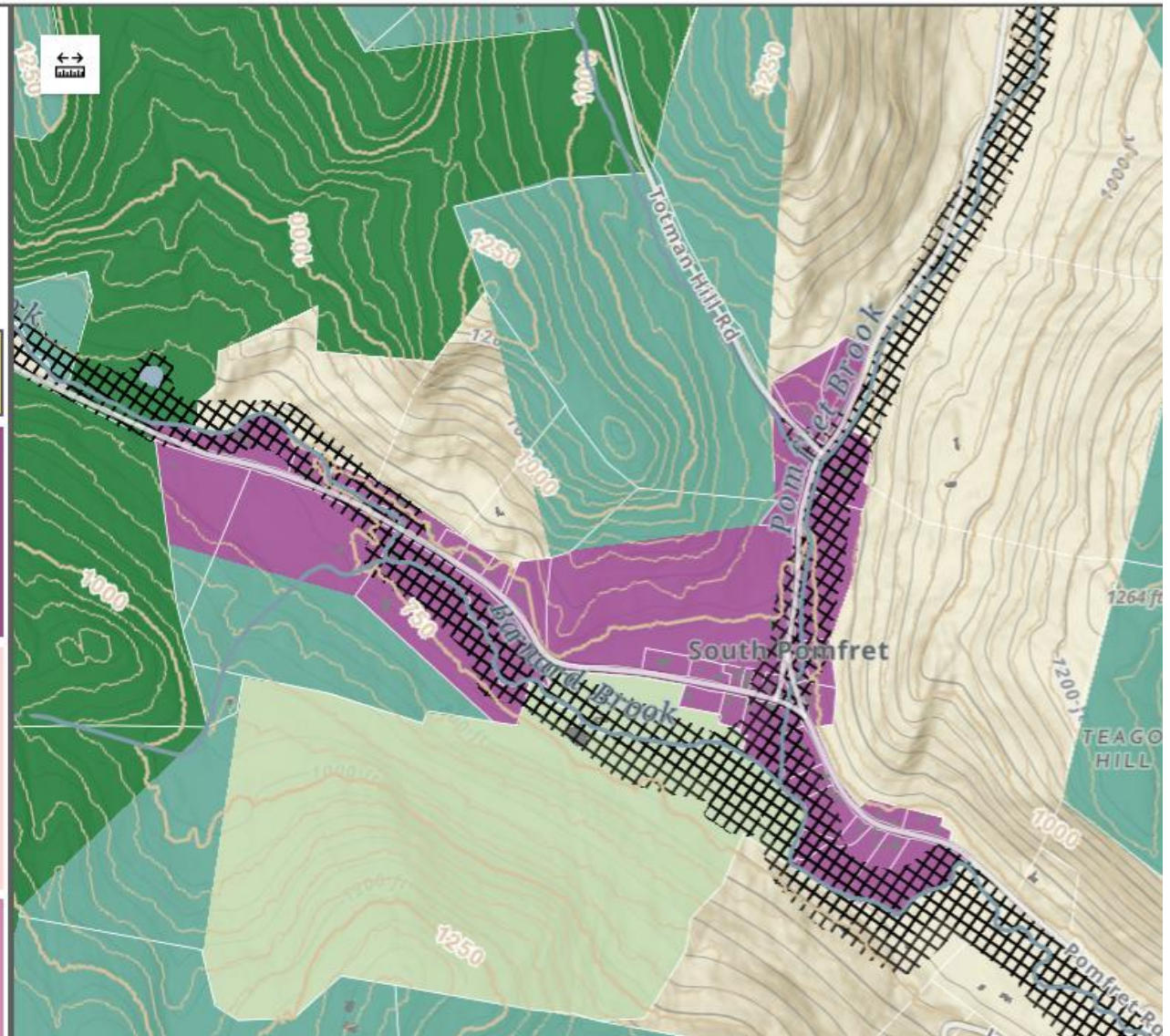
Dense centers with a mix of residential, business, and civic uses. Will become Designated Center under State Designation and eligible for locally-requested Act 250 exemption (Tier 1A/B)

Village Area- 0.5% of Region

Existing neighborhoods adjacent to Centers with planning and zoning that support residential and mixed-use. Will become Designated Neighborhood under State Designation and eligible for locally-requested Act 250 exemption (Tier 1A/B)

Planned Growth Area- 0.3% of Region

Existing mixed-use neighborhoods and undeveloped lands near Centers that have planning, zoning, subdivision bylaws and



Sec. 22. 24 V.S.A. chapter 60 is added to read:

CHAPTER 60. MUNICIPAL CODE OF ETHICS

§ 1991. DEFINITIONS

As used in this chapter:

- (1) “Advisory body” means a public body that does not have supervision, control, or jurisdiction over legislative, quasi-judicial, tax, or budgetary matters.
- (2) “Candidate” and “candidate’s committee” have the same meanings as in 17 V.S.A. § 2901.
- (3) “Commission” means the State Ethics Commission established under 3 V.S.A. chapter 31, subchapter 3.
- (4) “Confidential information” means information that is exempt from public inspection and copying under 1 V.S.A. § 315 et seq. or is otherwise designated by law as confidential.
- (5) “Conflict of interest” means a direct or indirect interest of a municipal officer or such an interest, known to the officer, of a member of the officer’s immediate family or household, or of a business associate, in the outcome of a particular matter pending before the officer or the officer’s public body, or that is in conflict with the proper discharge of the officer’s duties. “Conflict of interest” does not include any interest that is not greater than that of other individuals generally affected by the outcome of a matter.
- (6) “Department head” means any authority in charge of an agency, department, or office of a municipality.
- (7) “Designated complaint recipient” means:
 - (A) a department head or employee specifically designated or assigned to receive a complaint that constitutes protected activity, as set forth in section 1997 of this title;
 - (B) a board or commission of the State or a municipality;
 - (C) the Vermont State Auditor;
 - (D) a State or federal agency that oversees the activities of an agency, department, or office of the State or a municipality;
 - (E) a law enforcement officer as defined in 20 V.S.A. § 2358;
 - (F) a federal or State court, grand jury, petit jury, law enforcement agency, or prosecutorial office;
 - (G) the legislative body of the municipality, the General Assembly or the U.S. Congress; or
 - (H) an officer or employee of an entity listed in this subdivision (7) when acting within the scope of the officer’s or employee’s duties.
- (8) “Domestic partner” means an individual in an enduring domestic relationship of a spousal nature with the municipal officer, provided the individual and municipal officer:
 - (A) have shared a residence for at least six consecutive months;

- (B) are at least 18 years of age;
- (C) are not married to or considered a domestic partner of another individual;
- (D) are not related by blood closer than would bar marriage under State law; and
- (E) have agreed between themselves to be responsible for each other's welfare.

(9) "Illegal order" means a directive to violate, or to assist in violating, a federal, State, or local law.

(10) "Immediate family" means an individual's spouse, domestic partner, or civil union partner; child or foster child; sibling; parent; or such relations by marriage or by civil union or domestic partnership; or an individual claimed as a dependent for federal income tax purposes.

(11) "Legislative body" means the selectboard in the case of a town, the mayor, alderpersons, and city council members in the case of a city, the president and trustees in the case of an incorporated village, the members of the prudential committee in the case of a fire district, and the supervisor in the case of an unorganized town or gore.

(12) "Municipal officer" or "officer" means:

- (A) any member of a legislative body of a municipality;
- (B) any member of a quasi-judicial body of a municipality; or
- (C) any individual who holds the position of, or exercises the function of, any of the following positions in or on behalf of any municipality:
 - (i) advisory budget committee member;
 - (ii) auditor;
 - (iii) building inspector;
 - (iv) cemetery commissioner;
 - (v) chief administrative officer;
 - (vi) clerk;
 - (vii) collector of delinquent taxes;
 - (viii) department heads;
 - (ix) first constable;
 - (x) lister or assessor;
 - (xi) mayor;
 - (xii) moderator;
 - (xiii) planning commission member;
 - (xiv) road commissioner;
 - (xv) town or city manager;
 - (xvi) treasurer;
 - (xvii) village or town trustee;
 - (xviii) trustee of public funds; or
 - (xix) water commissioner.

(13) "Municipality" means any town, village, or city.

(14) “Protected employee” means an individual employed on a permanent or limited status basis by a municipality.

(15) “Public body” has the same meaning as in 1 V.S.A. § 310.

(16) “Retaliatory action” includes any adverse performance or disciplinary action, including discharge, suspension, reprimand, demotion, denial of promotion, imposition of a performance warning period, or involuntary transfer or reassignment; that is given in retaliation for the protected employee’s involvement in a protected activity, as set forth in section 1997 of this title.

§ 1992. CONFLICTS OF INTEREST

(a) Duty to avoid conflicts of interest. In the municipal officer’s official capacity, the officer shall avoid any conflict of interest or the appearance of a conflict of interest. The appearance of a conflict shall be determined from the perspective of a reasonable individual with knowledge of the relevant facts.

(b) Recusal.

(1) If a municipal officer is confronted with a conflict of interest or the appearance of one, the officer shall immediately recuse themselves from the matter, except as otherwise provided in subdivisions (2) and (5) of this subsection, and not take further action on the matter or participate in any way or act to influence a decision regarding the matter. After recusal, an officer may still take action on the matter if the officer is a party, as defined by section 1201 of this title, in a contested hearing or litigation and acts only in the officer’s capacity as a member of the public. The officer shall make a public statement explaining the officer’s recusal.

(2)(A) Notwithstanding subdivision (1) of this subsection (b), an officer may continue to act in a matter involving the officer’s conflict of interest or appearance of a conflict of interest if the officer first:

(i) determines there is good cause for the officer to proceed, meaning:

(I) the conflict is amorphous, intangible, or otherwise speculative;

(II) the officer cannot legally or practically delegate the matter; or

(III) the action to be taken by the officer is purely ministerial and does not involve substantive decision-making; and

(ii) the officer submits a written nonrecusal statement to the legislative body of the municipality regarding the nature of the conflict that shall:

(I) include a description of the matter requiring action;

(II) include a description of the nature of the potential conflict or actual conflict of interest;

(III) include an explanation of why good cause exists so that the municipal officer can take action in the matter fairly, objectively, and in the public interest;

(IV) be written in plain language and with sufficient detail so that the matter may be understood by the public; and

(V) be signed by the municipal officer.

(B) Notwithstanding subsection (A) of this subdivision (2), a municipal officer that would benefit from any contract entered into by the municipality and the officer, the officer’s immediate family, or an associated business of the officer or the officer’s immediate family, and

whose official duties include execution of that contract, shall recuse themselves from any decision-making process involved in the awarding of that contract.

(C) Notwithstanding subsection (A) of this subdivision (2), a municipal officer shall not continue to act in a matter involving the officer's conflict of interest or appearance of a conflict of interest if authority granted to another official or public body elsewhere under law is exercised to preclude the municipal officer from continuing to act in the matter.

(3) If an officer's conflict of interest or the appearance of a conflict of interest concerns an official act or actions that take place outside a public meeting, the officer's nonrecusal statement shall be filed with the clerk of the municipality and be available to the public for the duration of the officer's service plus a minimum of five years.

(4) If an officer's conflict of interest is related to an official municipal act or actions considered at a public meeting, the officer's nonrecusal statement shall be filed as part of the minutes of the meeting of the public body in which the municipal officer serves.

(5) If, at a meeting of a public body, an officer becomes aware of a conflict of interest or the appearance of a conflict of interest for the officer and the officer determines there is good cause to proceed, the officer may proceed with the matter after announcing and fully stating the conflict on the record. The officer shall submit a written nonrecusal statement pursuant to subdivision (2) of this subsection within five business days after the meeting. The meeting minutes shall be subsequently amended to reflect the submitted written nonrecusal statement.

(c) Authority to inquire about conflicts of interest. If a municipal officer is a member of a public body, the other members of that body shall have the authority to inquire of the officer about any possible conflict of interest or any appearance of a conflict of interest and to recommend that the member recuse themselves from the matter.

(d) Confidential information. Nothing in this section shall require a municipal officer to disclose confidential information or information that is otherwise privileged under law.

§ 1993. PROHIBITED CONDUCT

(a) Directing unethical conduct. A municipal officer shall not direct any individual to act in a manner that would:

(1) benefit a municipal officer in a manner related to the officer's conflict of interest;

(2) create a conflict of interest or the appearance of a conflict of interest for the officer or for the directed individual; or

(3) otherwise violate the Municipal Code of Ethics as described in this chapter.

(b) Preferential treatment. A municipal officer shall act impartially and not unduly favor or prejudice any person in the course of conducting official business. An officer shall not give, or represent an ability to give, undue preference or special treatment to any person because of the person's wealth, position, or status or because of a person's personal relationship with the officer, unless otherwise permitted or required by State or federal law.

(c) Misuse of position. A municipal officer shall not use the officer's official position for the personal or financial gain of the officer, a member of the officer's immediate family or household, or the officer's business associate.

(d) Misuse of information. A municipal officer shall not use nonpublic or confidential information acquired during the course of official business for personal or financial gain of the officer or for the personal or financial gain of a member of the officer's immediate family or household or of an officer's business associate.

(e) Misuse of government resources. A municipal officer shall not make use of a town's, city's, or village's materials, funds, property, personnel, facilities, or equipment, or permit another person to do so, for any purpose other than for official business unless the use is expressly permitted or required by State law; ordinance; or a written agency, departmental, or institutional policy or rule. An officer shall not engage in or direct another person to engage in work other than the performance of official duties during working hours, except as permitted or required by law or a written agency, departmental, or institutional policy or rule.

(f) Gifts.

(1) No person shall offer or give to a municipal officer or candidate, or the officer's or candidate's immediate family, anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be, or had been, influenced thereby.

(2) A municipal officer or candidate shall not solicit or accept anything of value, including a gift, loan, political contribution, reward, or promise of future employment based on any understanding that the vote, official action, or judgment of the municipal officer or candidate would be or had been influenced thereby.

(3) Nothing in subdivision (1) or (2) of this subsection shall be construed to apply to any campaign contribution that is lawfully made to a candidate or candidate's committee pursuant to 17 V.S.A. chapter 61 or to permit any activity otherwise prohibited by 13 V.S.A. chapter 21.

(g) Unauthorized commitments. A municipal officer shall not make unauthorized commitments or promises of any kind purporting to bind the municipality unless otherwise permitted by law.

(h) Benefit from contracts. A municipal officer shall not benefit from any contract entered into by the municipality and the officer, the officer's immediate family, or an associated business of the officer or the officer's immediate family, unless:

- (1) the benefit is not greater than that of other individuals generally affected by the contract;
- (2) the contract is a contract for employment with the municipality;
- (3) the contract was awarded through an open and public process of competitive bidding; or
- (4) the total value of the contract is less than \$2,000.00

Conflict of Interest Decision Tree

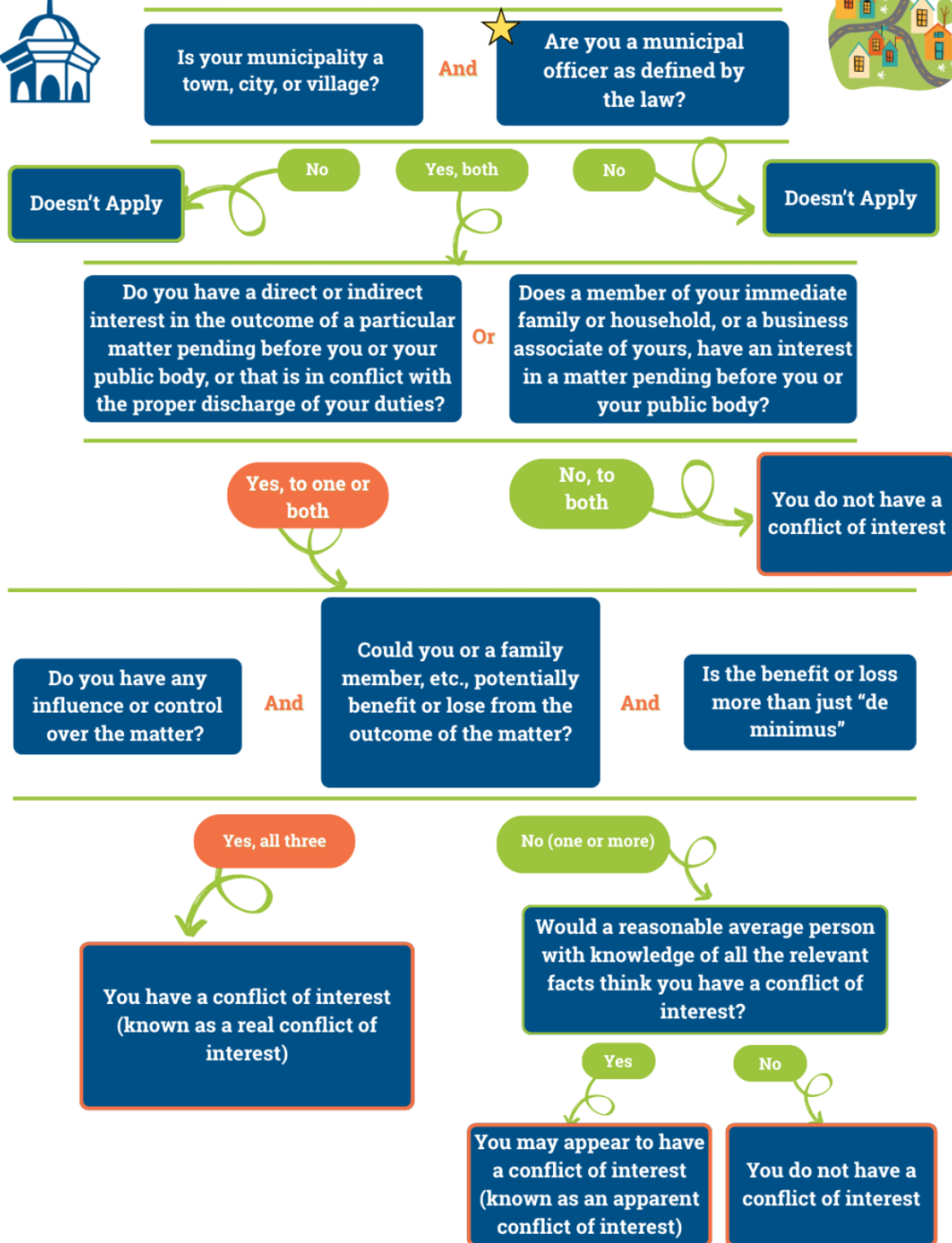


This decision tree is designed to help municipal officers determine whether they have a conflict of interest. You may also view and print it in the pdf attached to this page. If the result is affirmative, continue to this [VLCT guide for handling a conflict of interest](#).





Do I have a Conflict of Interest?



A municipal officer is defined as any member of a legislative body of a municipality (town, city, or village only); Any member of a quasi-judicial body of a municipality; Any individual who holds the position of, or exercises the function of, any of the following positions in or on behalf of any municipality:

- First Constable
- Lister or Assessor
- Auditor
- Moderator
- Building Inspector
- Road Commissioner
- Town or City Manager, Chief Administrative Officer
- Mayor, governance board member (council, village trustee, selectboard, etc.)
- Advisory Budget Committee member
- Planning Commission member
- Water Commissioner
- Cemetery Commissioner
- Collector of Delinquent Taxes
- Trustee of Public Funds



Disclaimer: This resource is only intended to provide information and it does **NOT** constitute legal advice. Readers with specific legal questions are encouraged to contact an attorney. The use or downloading of this resource does **NOT** create an attorney-client relationship and will not be treated in a confidential manner.

If you have additional questions please use the ask a question button to submit them.

Ask a Question

Publication Date

07/23/2025



WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **Moore Family Partnership**, a Vermont Limited Partnership located in North Pomfret, Vermont, Grantor, for **VALUABLE CONSIDERATION** paid to its full satisfaction by the **Town of Pomfret**, a Vermont municipality, Grantee, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, the **Town of Pomfret**, its successors and assigns forever, certain lands and premises in Pomfret, in the County of Windsor and State of Vermont, described as follows, viz:

Being unimproved lands and premises located at Howe Hill Road, Pomfret Parcel #0145-L (portion), containing .54 acres, more or less, with Span # 489-154-10383 (portion).

Being a portion of the lands and premises conveyed to the abovementioned Grantor, Moore Family Partnership, by virtue of the Quitclaim Deed from Dorothy S. Moore dated December 17, 1993 and recorded in Book 43 at Page 196 of the Pomfret Land Records.

Being the .54 acre, more or less, parcel labeled Moore Family Partnership (THIS SECTION ONLY) as depicted on the survey entitled, "Land Surveyed For: Hewittville Cemetery, Moore Family Partnership, Howe Hill Road, N. Pomfret, Vermont," by Farnsworth Surveys, dated August, 2018 and revised September 1, 2018, which survey is to be recorded herewith in the Pomfret Land Records, expressly including and reserving the 20' wide right of way as depicted on said survey and further described below.

The within conveyance is made subject to the terms and conditions of the Vermont Wastewater System and Potable Water Supply Rule Permit Exemption provided for in Sections 1-304(9)(A)(ii) and (iii) as well as the Town of Pomfret Boundary Line Adjustment Permit #ZP25-23 dated December 5, 2025 and recorded in Book 89 at Page 34 of the Pomfret Land Records.

The within conveyance is made subject to and with the benefit of the following provisions as described in the Warranty Deed from Dorothy S. Moore to the North Pomfret Cemetery Association dated March 21, 1977 and recorded in Book 32 at Page 65 of the Pomfret Land Records:

"A right of way 20 feet wide from the main road across property of the grantor to the cemetery road is granted. Also granting the right to use the road as it now exists but said road is to be owned jointly by the grantors and grantee, their heirs and assigns, and successors in title. The grantors will not be responsible for the maintenance of the road that now exists on the northerly and westerly boundary of the cemetery. The grantors reserve the right to use the above mentioned road

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

at any and all times and for whatever purpose the grantors or their heirs and assigns may wish, such use to be in common with the other users thereof.

The grantors assume no responsibility whatever for the erection or maintenance of any fences existing now or in the future that may be required around the cemetery. A 16-foot work right of way is granted on the east side of the stone wall that is the easterly boundary.”

Regarding the abovementioned right of way, if either party causes damage to said access road, said damage shall be repaired as soon as reasonably possible at the sole expense of the party causing said damage.

The within conveyed lands and premises shall be used for Town of Pomfret cemetery purposes and for no other purposes.

The sole purpose of this deed is to transfer the within conveyed lands and premises to a subdivision of the State of Vermont for no monetary consideration.

LLC Resolutions

RESOLVED, the Grantor Limited Partnership’s General Partners are Vermont Limited Liability Companies. The General Partners executing this Resolution as part of this Warranty Deed are members of their respective LLCs at the time of execution, the Articles of Organization do not limit the authority of the members to execute this instrument, the LLCs are in existence at the time of this conveyance, the parties executing this deed or other instrument are authorized to do so under the provisions of the operating agreement and by statute and this conveyance is approved and authorized by appropriate vote of the members or managers of the LLC. The undersigned are hereby authorized as duly authorized signatories and agents for and on behalf of their companies to do and perform all acts necessary for the performance of the powers herein expressly granted, including, but not limited to, the authority to execute all conveyancing documents, deeds, settlement statements, tax returns, wiring instructions and any other written documents pertaining to the within conveyed lands and premises, also giving said signatories and duly authorized agents the power to endorse checks, make deposits or accept the wiring of funds, pay bills, make prorations and adjustments, wire funds and further to do and perform any and all acts which may be reasonably necessary within the State of Vermont for the sale of the within conveyed lands and premises, hereby granting and confirming said signatories and duly authorized agents the respective company’s full and complete authority to act as fully and completely as the company might do if personally present; HEREBY RATIFYING and CONFIRMING all that said signatories and duly authorized agents shall do therein by virtue of these presents.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the **Town of Pomfret**, and its successors and assigns, to its own use and behoof forever; And, the said Grantor, **Moore Family Partnership**, for itself and its successors, executors and

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

administrators, does covenant with the said Grantee, the **Town of Pomfret**, and its successors and assigns, that until the ensembling of these presents, it is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that it is **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid, and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever; except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____, 2026.

Moore Family Partnership

John S. Moore LLC, General Partner

State of Vermont
County of Windsor

This record was acknowledged before me by **John S. Moore, Member and duly authorized agent of John S. Moore LLC, General Partner of Moore Family Partnership** on _____, 2026.

Before me, _____
Notary Public

Expiration date: January 31, 2027

Law Office of Peter K. Volders, PLC
www.volderslaw.com

IN WITNESS WHEREOF, I hereunto set my hand and seal _____, 2026.

Moore Family Partnership:

Albert Moore LLC, General Partner

State of Vermont
County of Windsor

This record was acknowledged before me by **A. David Moore, Member and duly authorized agent of Albert Moore LLC, General Partner of Moore Family Partnership** on _____, 2026.

Before me, _____
Notary Public

Expiration date: January 31, 2027

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____, 2026.

Moore Family Partnership:

Emily Grube LLC, General Partner

State of Vermont
County of Windsor

This record was acknowledged before me by **Emily Grube, Member and duly authorized agent of Emily Grube LLC, General Partner of Moore Family Partnership** on _____, 2026.

Before me, _____
Notary Public

Expiration date: January 31, 2027

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **North Pomfret Cemetery Association**, an unincorporated nonprofit association located in North Pomfret, Vermont, Grantor, for **VALUABLE CONSIDERATION** paid to its full satisfaction by the **Town of Pomfret**, a Vermont municipality, Grantee, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, the **Town of Pomfret**, its successors and assigns forever, certain lands and premises in Pomfret, in the County of Windsor and State of Vermont, described as follows, viz:

Being the Hewittville Cemetery lands and premises located at 189 Howe Hill Road, Pomfret Parcel #0303-C, containing 2.47 acres, more or less, with Span # 489-154-10686.

Being all and the same lands and premises conveyed to the abovementioned Grantor, North Pomfret Cemetery Association, by virtue of the Warranty Deed from Dorothy S. Moore dated March 21, 1977 and recorded in Book 32 at Page 65 of the Pomfret Land Records.

Being the 2.47 acre, more or less, parcel labeled Hewittville Cemetery as depicted on the survey entitled, "Land Surveyed For: Hewittville Cemetery, North Pomfret Cemetery Association, Howe Hill Road, N. Pomfret, Vermont," by Farnsworth Surveys, dated August, 2018 and revised September 1, 2018, which survey is to be recorded herewith in the Pomfret Land Records, expressly including the 20' wide right of way as depicted on said survey and further described below.

The within conveyance is made subject to and with the benefit of the following provisions as described in the abovementioned deed from Dorothy S. Moore to the North Pomfret Cemetery Association:

"A right of way 20 feet wide from the main road across property of the grantor to the cemetery road is granted. Also granting the right to use the road as it now exists but said road is to be owned jointly by the grantors and grantee, their heirs and assigns, and successors in title. The grantors will not be responsible for the maintenance of the road that now exists on the northerly and westerly boundary of the cemetery. The grantors reserve the right to use the above mentioned road at any and all times and for whatever purpose the grantors or their heirs and assigns may wish, such use to be in common with the other users thereof.

The grantors assume no responsibility whatever for the erection or maintenance of any fences existing now or in the future that may be required around the cemetery. A 16-foot work right of way is granted on the east side of the stone wall that is the easterly boundary."

The abovementioned access right of way has been amended by virtue of the accompanying Warranty

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

Deed from Moore Family Partnership to the Town of Pomfret to be recorded herewith in the Pomfret Land Records.

The sole purpose of this deed is to transfer the within conveyed lands and premises to a subdivision of the State of Vermont for no monetary consideration.

Unincorporated Association Resolution

RESOLVED, the Grantor is a Vermont Unincorporated Nonprofit Association. The duly authorized agent executing this Resolution as part of this Warranty Deed is the President of said unincorporated association, the association documents and bylaws do not limit the authority of the President to execute this instrument, the association is in existence at the time of this conveyance, the party executing this deed or other instrument is authorized to do so under the provisions of the association documents and bylaws and by statute and this conveyance is approved and authorized by appropriate vote of the association members. The undersigned is hereby authorized as duly authorized signatory and agent for and on behalf of the association to do and perform all acts necessary for the performance of the powers herein expressly granted, including, but not limited to, the authority to execute all conveyancing documents, deeds, settlement statements, tax returns, wiring instructions and any other written documents pertaining to the within conveyed lands and premises, also giving said signatory and duly authorized agent the power to endorse checks, make deposits or accept the wiring of funds, pay bills, make prorations and adjustments, wire funds and further to do and perform any and all acts which may be reasonably necessary within the State of Vermont for the transfer of the within conveyed lands and premises, hereby granting and confirming said signatory and duly authorized agent the association's full and complete authority to act as fully and completely as the association might do if personally present; HEREBY RATIFYING and CONFIRMING all that said signatory and duly authorized agent shall do therein by virtue of these presents.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the **Town of Pomfret**, and its successors and assigns, to its own use and behoof forever; And, the said Grantor, **North Pomfret Cemetery Association**, for itself and its successors, executors and administrators, does covenant with the said Grantee, the **Town of Pomfret**, and its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that it is **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid, and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever; except as aforesaid.

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of January, 2026.

North Pomfret Cemetery Association

Emily Grube, President and duly authorized agent

State of Vermont
County of Windsor

This record was acknowledged before me by **Emily Grube, President and duly authorized agent of the North Pomfret Cemetery Association** on January _____, 2026.

Before me, _____
Notary Public

Expiration date: January 31, 2027

Law Office of Peter K. Vollers, PLC
www.vollerslaw.com

Town of Pomfret Selectboard
DRAFT Meeting Minutes
January 21, 2026

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

Public: Cynthia Hewitt, Frank Rogers, Bill Emmons, John Moore, Neil Lamson

1. **Call to Order** – Ben called the meeting to order at 7:00 pm.
2. **Agenda Review** – None.
3. **Public Comment** – None.
4. **Road Foreman Report** – Frank reported that the road crew has been busy with frequent inclement weather and nuisance snowstorms. Truck #5 was taken out of service for broken springs and is undergoing repairs. The three larger trucks have required minimal maintenance, with only minor brake and hose repairs. Fisher Auto Parts was contracted to install new hydraulic systems, which were completed during the meeting week. Regarding salt supplies, Frank reported that Cargill delivered only slightly over 300 tons against a quote for approximately 1,400 tons during the season. Salt deliveries appear to be constrained nationwide due to widespread winter weather. The town currently has 30-40 yards of salt in storage, sufficient for a few more applications pending arrival of additional contracted supplies. The Selectboard also discussed the road stubs that Pomfret maintains in other towns due to inadequate turn-arounds at the town line. Frank will contact Barnard’s highway foreman regarding Pomfret’s maintenance of roads in Barnard.
5. **Items for Discussion or Vote**
 - a. **Law Enforcement Services** – Discussion continued regarding whether to place a warning article on the town meeting warning to reinstate law enforcement authority to the town constable (authority that was removed by town vote in 2015). A decision deferred pending further consultation with the constable about the scope and implementation of such authority and whether it remains appropriate and feasible. It was noted that the relevant budget line item was changed to the more generic “Law Enforcement Services” so that the Selectboard may consider different service providers when current contracts expire.
 - b. **North Pomfret Cemetery Association Lands** – John Moore presented warranty deeds for properties held by the North Pomfret Cemetery Association and Moore Family Partnership, which lands the grantors propose to transfer to the town for no monetary consideration so that they may continue to be used for cemetery purposes. Ben moved and John seconded approval of the language of the Warranty Deed of the Moore Family Partnership, LLC and the Warranty Deed of the North Pomfret Cemetery Association as presented to the Selectboard on January 21, 2026, and to accept said deeds upon every listed signatory of the Grantors on said deeds applying their signature before a notary and presenting the fully executed deeds to the Clerk for recording with the associated Property Transfer Tax Returns in the Town Land Records. Unanimous (Emily not voting).*

[*] **Editor’s Note:** Emily Grube was recused due to her position as a grantor in each proposed conveyance. Emily did not participate in the discussion and did not vote. The remaining board members voted unanimously to accept the conveyances and approve the final deeds.

- c. **FY 2027 Budget Review and Approval** – Following discussion, Emily moved and John seconded approval of a combined FY 2027 budget of \$2,147,772 for general purposes (\$679,470) and for highway purposes (\$1,468,302), of which \$1,505,180 will be raised by current year taxes and \$642,592 by other sources. Unanimous. The Annual Meeting Warning will note that the foregoing does not reflect revenue that would be generated by the proposed local option tax (Article 5), nor the separately voted appropriations (Articles 6 through 17).
- d. **2026 Annual Meeting Warning Review and Approval** – Ben reviewed the preliminary warning for the 2026 annual town meeting. In addition to routine articles, the 2026 warning also includes (1) a proposal that Vermont residents who are not Pomfret residents be eligible for election or appointment to certain local offices (Article 2) and (2) a one percent (1%) local option tax on sales, meals and alcoholic beverages, and rooms (Article 5). The “note” after the budget article (Article 4) was revised to clarify the relationship between the proposed local option tax and the budget as presented. Emily moved and Meg seconded approval of the 2026 Annual Meeting Warning. Unanimous.
- e. **2025 Annual Report Deliverables Review and Approval** – Ben reviewed the deliverables required for the 2026 Annual Report, including the town asset list and municipal officer list. The combined Selectboard report and FY 2027 Budget Narrative were also reviewed. Emily moved and Steve seconded approval of the town asset list, officer list, and combined Selectboard report and FY 2027 Budget Narrative, subject to Ben editing the narrative to further clarify the relationship between the proposed local option tax and the budget as presented. Unanimous. Ben will revise the budget narrative accordingly and will finalize all annual report deliverables.
- f. **VTrans Small Scale Local Highway Safety Grant** – The Selectboard discussed the \$50,000 grant (no local match required) for road safety improvements. The application remains under development with Emily and Frank working with Rita at Two Rivers. The deadline for submission is February 2. Ben moved and John seconded approval of the application for submission on or before the February 2 deadline. Unanimous.
- g. **VTrans Emergency Grant Application (Pomfret Road Slide)** – Emily moved and Steve seconded approval of the emergency grant amendment, TA-65 Request for Reimbursement and TA-66 Report of Expenditures as presented. Unanimous. Ben will submit the same to VTrans so that the town can be reimbursed for expenses incurred on this project.
- h. **Large Event Permit Application (CBHM Pre-Race Supper)** – Emily moved and John seconded approval of the large event permit application for the Woodstock Area Chamber of Commerce’s annual pasta supper at Saskadena Six the night before the Covered Bridges Half Marathon. Unanimous.
- i. **Certificate of Town Highway Mileage** – The updated highway mileage certificate reflects a slight increase in Class 3 town highway mileage due to remeasurements taken by VTrans last year. This will result in an additional \$125 in annual highway aid. Emily moved and Steve seconded approval of the certificate as presented. Unanimous.
- j. **Warrants** – Emily moved and Steve seconded approval for payment of the following warrants:

26066	\$	13,724.20	Payroll
-------	----	-----------	---------

26068 46,825.87 A/P

Unanimous.

- k. **Approval of January 7, 2026 Minutes** – Meg moved and Emily seconded approval of the January 7 meeting minutes as presented. Unanimous.

6. **Meeting Wrap Up**

- a. **Correspondence** – Marge Wakefield brought to Meg’s attention that the Woodstock History Center is currently storing valuable Thomas Ware paintings that are owned by the Town of Pomfret and are listed on the town’s asset inventory. There is an upcoming meeting where the History Center and the Abbott Library will discuss potential transfer of ownership of the paintings. Marge will attend and report back. It was noted that transfer of town property generally required a Selectboard vote. Ben reported on preliminary updated FEMA flood maps. The updated maps are based on recent field studies and newer mapping technology. The maps have been made available to towns for comment, with a comment period running until mid-February. Ben will circulate the maps to Selectboard members for review.
- b. **Review of Assignments** – Frank to follow up re: salt and sand delivery; connect with Cy Benoit re: tree removal; Cynthia to contact Doug Tuthill re: law enforcement; Ben to finalize town meeting deliverables and the warning; submit grant paperwork and mileage certificate to VTrans.
- c. **Agenda for Next Meeting** – Two Rivers presentation on Tier 1B areas.

7. **Executive Session**

- a. Ben moved and Meg 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 8:59 pm.
- b. Steve moved and John seconded that the Selectboard exit executive session. Unanimous. The Selectboard exited executive session at 9:59 pm, with no decisions having been made therein.

- 8. **Adjournment** – John moved and Meg seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 9:59 pm.

Town of Pomfret Selectboard
DRAFT Special Meeting Minutes
January 29, 2026

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

Public: Kevin Geiger

1. **Call to Order** – Ben called the meeting to order at 7:00 pm.
2. **Agenda Review** – None.
3. **Executive Session**
 - a. Ben moved and Meg seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(A) to discuss contracts, and find that the premature general public knowledge of which would clearly place the Selectboard at a substantial disadvantage. Unanimous. The Selectboard entered executive session at 7:01 pm.
 - b. John moved and Emily seconded that the Selectboard exit executive session. Unanimous. The Selectboard exited executive session at 7:23 pm, with no decisions having been made therein.
4. **Public Comment** – None.
5. **Items for Discussion or Vote**
 - a. **2026 Annual Meeting Warning Correction** – Kevin Geiger, town moderator, called to the Selectboard’s attention a typo in the local option tax article (Article 5) of the 2026 Annual Meeting Warning approved on January 21. The article used the language “and/or” when the Selectboard’s intention was to propose a local option tax on all three eligible categories (sales; meals and alcoholic beverages; and rooms). Ben explained that the problematic language had been inadvertently copy-pasted from the Vermont League of Cities and Towns (VLCT) model warning articles document, where such language was intended as a placeholder to guide municipal drafters, not for verbatim use. The language has been corrected to read “and”. Ben moved and John seconded that the Selectboard rescind the Annual Meeting Warning approved on January 21, and adopt and approve the Annual Meeting Warning with the edit discussed. Unanimous.

The Selectboard also discussed logistics for the informational hearing scheduled for Saturday, February 21 at 9:00 am at the Pomfret Town Hall. One Selectboard member would be out of the country on that date but will attempt to participate via Zoom. The Selectboard confirmed that the hearing location would be the Town Hall (rather than the office building) to ensure adequate space, consistent with the prior year’s practice.
 - b. **2025 Annual Report Deliverables Updates** – The Selectboard confirmed that the 2026 Annual Report has not yet gone to print and therefore the corrected warning can be incorporated. The Selectboard indicated that no other changes to annual report numbering or deliverables are needed at this time. Ben will send the corrected warning to Cynthia and update the warning on the town website.
6. **Meeting Wrap Up**
 - a. **Correspondence** – None.

- b. **Review of Assignments** – Ben to distribute the corrected, signed warning to Cynthia and Becky for posting, and update the website version.
 - c. **Agenda for Next Meeting** – See January 21 meeting minutes.
- 7. **Adjournment** – John moved and Emily seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 7:38 pm.