

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
February 18, 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. Road Event Permit (Covered Bridge Half Marathon) b. Truck #3 Body Vendor Selection c. Paving Engineering RFP d. Aggregate Purchase (Pike Industries Quote) e. Town Meeting Informational Hearing Logistics f. Small Tax Balance Write-Offs g. Warrants h. Approval of February 4, 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

TOWN OF POMFRET

5218 POMFRET ROAD

NORTH POMFRET, VT 05053

PHONE (802) 457-3861

FAX (802) 457-8180

APPLICATION FOR A PERMIT TO HOLD AN EVENT

ON PUBLIC STREET(S) OR HIGHWAY(S)

Pursuant to Title 24 V.S.A. Section 2291 (5) the Legislative Body of the Town herewith regulate the use of public highways for events.

APPLICANT / ORGANIZATION CBHM, Inc.

PHONE [REDACTED]

ADDRESS PO Box 722, Woodstock VT 05091

CONTACT PERSON Nancy Nutile-McMenemy PHONE [REDACTED]

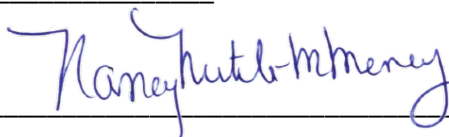
LOCATION OF ASSEMBLY AND BEGINNING OF EVENT Saskadena Six Ski Area, Pomfret VT

ROUTE ON PUBLIC HIGHWAYS (attach map showing route) See attached CBHM Road Closings on Race Day Stage Road; Pomfret RD to Rte 12 closed 7:30-8:45 AM on Sunday, June 7, 2026

TRAFFIC CONTROL (if any) Windsor County Sheriffs, volunteers and Woodstock Police

EVENT DATE(S) June 7, 2026 HOUR (start) 5AM (end) 8:45AM

ESTIMATED NUMBER OF PARTICIPANTS 2000



Authorized Representative

02/03/2026

Date

CONDITIONS:

Approved

Denied

Town Representative

Date

Town of Pomfret
5218 Pomfret Road
North Pomfret, VT 05053

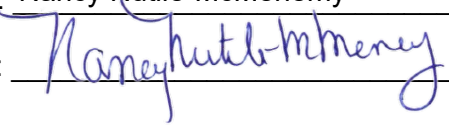
Phone: (802) 457-3861
Fax: (802) 457-8180

LIABILITY HOLD-HARMLESS AGREEMENT
for use with
Outside Special Events within the Municipality

In consideration of the agreement of the **Town of Pomfret** to allow my organization access to town roads and highways, CBHM, Inc. (organization) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless the **Town of Pomfret**, its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the organization or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the organization, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of the **Town of Pomfret**.

Date: 02/03/2026

Print Name: Nancy Nutile-McMenemy

Sign Name: 

Witness: _____

**Covered Bridges Half Marathon
Road Closures on Sunday, June 7, 2026
5:00 a.m-1230 p.m.
Pomfret, Woodstock and Quechee Village**

Volunteers and local law enforcement work together to minimize delays and keep runners safe and traffic flowing smoothly.

CBHM Racecourse

Rolling Road Closures Sunday, June 7



CBHM Road Closures

RACE PARKING

**PLEASE NOTE: NO RACE PARKING ANYWHERE ALONG U.S. ROUTE 4
AND ANY ROADWAYS MARKED WITH NO PARKING SIGNS.**

FYI-In Vermont, your vehicle must have all four tires off the traveled surface or you could be subject to a traffic ticket.

NO PARKING

- Taftsville Bridge Area, US Route 4 Near Taftsville Bridge
- Quechee Antique Mall, use of EV stations is prohibited
- Snack Bar Parking Lot (US Route 4 and Deweys Mills Rd)
- Fat Hat Factory and Crazy Brads
- Quechee Gorge Information Center.

**PEDESTRIANS WILL NOT BE ALLOWED TO WALK UP DEWEY MILLS
ROAD TO YOUR VEHICLE IF THEY PARKED ANYWHERE ALONG ROUTE
4.**

There will be **NO PEDESTRIAN FOOT TRAFFIC** on Dewey Mills Rd from 5AM-1:30 PM

**Covered Bridges Half Marathon
Road Closures on Sunday, June 7, 2026
5:00 a.m-1230 p.m.
Pomfret, Woodstock and Quechee Village**

Dewey Mills RD at U.S. Route 4, 5:00 AM-12:30 PM

Runner, Volunteer, Spectator Parking-Dewey Mills Polo Field via Dewey Dewey Mills RD

- **5:00-7:00 AM**
 - **AM RUNNER PARKING ONE WAY** towards Quechee Main, TWO LANES-cars right lane, buses left lane.
- **7:30-10:00 AM**
 - **TWO WAY** Volunteer and Spectator Parking traffic.
- **1000 AM**
 - **US ROUTE 4/DEWEY MILLS TOWARDS RACE FINISH LINE IS CLOSED TO ALL TRAFFIC.**
- **10:30 AM-12:30 PM Car Exiting ONLY!**
 - **RACE PARKING EXITING ONE WAY** towards Route 4 TWO LANES, Cars heading towards Woodstock and points West-**RIGHT LANE**
Cars heading toward Interstate 89 and 91 and points east-**LEFT LANE**
 - **A second exit may be used for existing cars up Quechee Main Street towards Fat Hat Factory.**

Pomfret Vermont 5:00-8:30 AM

Race Start 8:15 a.m.: Saskadena Six, South Pomfret.

Stage Road CLOSED 7:50-8:30 a.m. North of Saskadena Six to Teago Store.

Pomfret Road CLOSED 7:50-9:00 a.m. Teago Store to Route 12.

Route 12 CLOSED 8:15-9:15 a.m. Intersection with Stage Road into Woodstock Village.

[Prosper RD Detour to US Route 4](#) Take Route 12, Pomfret to Prosper Road to US Route 4

Woodstock Vermont 8:30-1030 AM

US Route 4 will remain OPEN before and during the race.

8:30-9:30 a.m. Woodstock Village CLOSED

River Street

Mountain Avenue

Updated February 2, 2026

**Covered Bridges Half Marathon
Road Closures on Sunday, June 7, 2026
5:00 a.m-1230 p.m.
Pomfret, Woodstock and Quechee Village**

Elm Street

8:40-10:00 a.m. Old River Road to Taftsville Bridge CLOSED

Taftsville

US Route 4 will remain OPEN before and during the race.

NO Parking near the Taftsville Bridge.

No Spectators near the Taftsville Bridge

9:30-10:30 a.m. Taftsville Covered Bridge CLOSED to traffic.

[Detour Woodstock to Quechee](#) via Upper High Pastures Road to Quechee Village.

Quechee Vermont

US Route 4 will remain OPEN before and during the race.

- **US Route 4 to Waterman Hill to Quechee Main Street to Taftsville Bridge
5:00-9:00 AM**
 - **TWO WAY LOCAL TRAFFIC ONLY**
 - **NO ACCESS TO RACE PARKING AT DEWEY MILLS POLO FIELD**
Vehicles must use Dewey Mills RD to access Race parking
- **Waterman Hill to Quechee Main Street near Quechee Covered Bridge
9:00-11:00 AM**
 - **Alternating one-way traffic** controlled by Hartford Police and Windsor County Sheriff, from Quechee Covered Bridge to Simon Pearce, Post Office, Village Green.
 - **River Street and Waterman Hill** traffic may turn **LEFT to Quechee Post Office**
Traffic cannot turn RIGHT unless going to the Quechee Inn at Marshland farms, slowly with flashers on.
 - **Waterman Hill and Quechee Main** traffic **MAY TURN LEFT** to Quechee Post Office/Simon Pearce
Traffic cannot turn RIGHT unless going to the Quechee Inn at Marshland Farms,

**Covered Bridges Half Marathon
Road Closures on Sunday, June 7, 2026
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Pomfret, Woodstock and Quechee Village**

slowly with flashers on.

- **Quechee Main Street at Old Quechee Road to Quechee Inn at Marshland Farms.
5:00-9:00 AM-TWO WAY LOCAL TRAFFIC ONLY**

After 9:00 AM-12:30 PM

- **Quechee Main and Old Quechee Road ALL TRAFFIC exiting Old Quechee Road MUST TURN RIGHT** onto Quechee Main Street toward the Quechee Covered Bridge then turn left over the Quechee Covered Bridge to US Route 4 when directed by the police officer.
- **Vehicles from Marshland Farms area to Old Quechee Road may ONLY TURN RIGHT** onto Quechee Main Street toward the Quechee Covered Bridge then turn right on Old Quechee Road to Costello Road for access to US Route 4.
- **Marshland Farm Area ALL TRAFFIC MUST TURN RIGHT** onto Quechee Main Street toward the Quechee Covered Bridge then turn right on Old Quechee Road to Costello Road for access to US Route 4.
- **Except-Dewey Pond Fishing/Boat access MUST TURN LEFT** onto Quechee Main Street toward the Quechee Covered Bridge then turn right on Old Quechee Road to Costello Road for access to US Route 4.
- **U.S. Route 4 to Quechee Main Street to Hard Rd and Tichenor Road
9:00 AM-noon LOCAL TRAFFIC ONLY**
- **NO TRAFFIC past Hard Road** traveling west toward the finish line. All traffic should be turned around and sent back to US Route 4 or they may take Hard Road to Old Quechee Road to Costello Road to US Route 4
- **Hard Rd to Dewey Mills Rd
9:30 am-11:30 am. CLOSED to ALL Traffic heading toward the finish line.
EXCEPTION: Race Parking lot cars may exit from the Quechee Polo Field and**

Covered Bridges Half Marathon
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Pomfret, Woodstock and Quechee Village

turn right onto Quechee Main Street to access US Route 4.

Quechee Club Members and Downtown Quechee Village

- **Taftsville Bridge to Quechee Main Street to Quechee Covered Bridge**
5:00-9:00 AM
 - **TWO WAY LOCAL TRAFFIC ONLY**
- **Taftsville Bridge to Quechee Main Street to Willard Road**
9:00 AM-11:15 AM ONLY LEFT TURN ONTO QUECHEE MAIN STREET
 - Coach Road Condos ONLY TURN LEFT
 - Upper Hillside ONLY TURN LEFT
 - Wheelock RD ONLY TURN LEFT
 - Quechee Club Parking Lot (near Wheelock) traffic exiting can ONLY TURN LEFT
 - Quechee Club Parking Lot across from club traffic exiting can ONLY TURN LEFT
 - **EXCEPTION-Quechee Club exit traffic exiting can ONLY TURN RIGHT towards Quechee**
 - Red Barn Road traffic exiting can ONLY TURN LEFT towards Quechee
 - Quechee -West Hartford Road traffic exiting can ONLY TURN LEFT toward Quechee.
 - Quechee Main Street across from Lake Pineo near Pheasant Trace traffic exiting can ONLY TURN LEFT toward Quechee.
 - Willard Road traffic exiting can ONLY TURN LEFT toward Quechee.
- **Village Green to Quechee Covered Bridge**
9:00 AM-11:15 AM
 - **Post Office/Village Green** traffic exiting can **ONLY TURN RIGHT** toward Quechee.
 - **Waldorf School/Bluff Rd/Mile 12** traffic exiting can **ONLY TURN LEFT** toward Quechee.

Covered Bridges Half Marathon
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The CBHM Inc. Board of Directors and Race Committee THANK YOU in advance for your patience with our race on this first Sunday in June. You are helping us to donate over \$75,000 to our race communities' Recreation Departments, local youth groups, and nonprofit organizations.

In addition, you are helping us to raise over \$150,000 annually for five (5) area Non-Profit Partners and their organizations. <https://cbhm.com/non-profit-partners/>

Thank you for helping to make this the BEST 13.1 miles in New England!

Nancy Nutile-McMenemy

CBHM Inc. Race Co-Director Woodstock, VT

Visit: <https://cbhm.com/> for more race details.

CERTIFICATE OF INSURANCE		PRINT DATE: 1/30/2026			
		CERTIFICATE NUMBER: 202601301188179			
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		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 BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Track & Field, Inc. CBHM, Inc. 342 Massachusetts Avenue Suite 400 Indianapolis IN 46204		INSURER A: Clear Blue Insurance Company NAIC #28860			
EVENT INFORMATION:					
Covered Bridges Half Marathon (6/7/2026 - 6/7/2026)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	☒ Occurrence	CZ26INGL0001-04	2/1/2026 12:01 AM	2/1/2027 12:01 AM	General Aggregate (Per Event) \$4,000,000
	☒ Participant Legal Liability				Each Occurrence \$2,000,000
					Damage to Rented Premises (Each Occ.) \$2,000,000
					Medical Expense (Any one person) Excluded
					Personal & Advertising Injury \$2,000,000
					Products-Comp/Op Agg \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	☒ Occurrence	CZ27IN3X0001-04	2/1/2026 12:01 AM	2/1/2027 12:01 AM	Each Occurrence \$3,000,000
					Aggregate \$3,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (CB 03 03 06/23).					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01 12/19).					
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04 12/19).					
Excess policy follows form of underlying General Liability.					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
Town of Pomfret, Vermont 5218 Pomfret RD Pomfret VT 05053			Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		
			AUTHORIZED REPRESENTATIVE:		
					



Material Quotation

Main Office

3 Eastgate Park Road , Belmont , NH 03220
Phone: 603-527-5100

Customer Number:	4055	Quote Number:	Q-310761
Customer Name:	Town of Pomfret, VT	Quote Date:	1/15/2026
Customer Address:	5218 Pomfret Road North Pomfret ,VT, 05053	Price Valid Through:	7/1/2026
Contact Name:	Frank Rogers	Project Name:	2026 Account Pricing Municipal Aggs
Contact Phone:	802-457-3861	Project Address:	Pomfret VT, 05053
Contact Email:	highway@pomfretvt.us	Customer PO #:	

Quoted By:	Jackson Mitchell	(603)-630-1455	jackson.mitchell@pikeindustries.com
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Product Code	Product Description	Location	QTY	Material Price	Extended price
6101	4 - 6" Erosion Stone	00623 W Lebanon NH	500.00 TON		
6215	Washed Stone Screenings (3/8" Winter Blend)	00623 W Lebanon NH	1.00 TON		
6303	3/8" Stone	00623 W Lebanon NH	850.00 TON		
6310	3/4" Stone	00623 W Lebanon NH	22.00 TON		
6315	1 1/2" Stone	00623 W Lebanon NH	75.00 TON		
6328	3/4" Crushed Stone Base	00623 W Lebanon NH	7,050.00 TON		
6342	1 1/2" Crushed Stone Base	00623 W Lebanon NH	375.00 TON		
TOTAL:					

Additional Notes:

** Optional delivery to Town of Pomfret, VT Highway Garage stockpiles is an additional per ton. **

Prices for products containing aggregate, cement, liquid asphalt, and/or steel are subject to equitable adjustment to account for any change in the prices of those materials, including any change in tariff rates, if the price changes are not covered by a specific index.

Pike reserves the right to adjust pricing based on total amounts awarded.
All products are subject to availability.
Verification and in place calculations are the responsibility of the purchaser.
A finance charge of 1% per month will be charged on all accounts over 30 days. Any legal fees incurred to collect overdue balances will be the sole responsibility of the customer.

Scheduling

Please provide advance notice of your schedule for these products so we can insure adequate inventory.

Fuel Adjustments

We reserve the right to impose a fuel escalation when fuel price changes from the time of contract to the point of sale based on the U.S. EIA (Energy Information Administration) weekly postings, New England (PADD1A) On-Highway Diesel Fuel Prices. This contract may be subject to material unit price adjustments to reflect increases.

Fuel Adjustments

Delivery rates may be subject to change if fuel costs increase dramatically from The time of contract to The point of sale.

Scheduling

Trucking requirements must be communicated for the next day by 2:00 p.m. in order to ensure proper scheduling. Cancellations due to issues such as weather, or equipment must be communicated as soon as possible, and may be subject to a charge of one-hour per vehicle to cover travel expenses.

Delivery

Delivery is subject to availability and/or restrictions. The customer is responsible for any required traffic control and identification of any hazards (overhead, such as wires and trees or underground, such as septic tanks, etc). Drivers have the right to request a safer area in which to unload. Wait time in excess of 15 minutes may result in additional billing of the truck at an hourly rate. In volatile petroleum markets, we reserve the right to impose a fuel escalation when fuel price changes from the time of contract to the point of sale. This adjustment will be evaluated and adjusted monthly if necessary based on the state specifications and postings.

Quote Valid Through

Quote is valid until 02/13/2026 unless signed by both parties to our manual notes

Seasonal Subject to Change

Seasonal pricing is subject to change or offer withdrawn without notice.

Accepted By:

Print Name:_____

Signature:_____

Title:_____

Date:_____

Print Name:_____

Signature:_____

Title:_____

Date:_____

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

1. **Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “**Order**”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.
2. **Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Order in a timely manner.
3. **Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer's, or Buyer's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials at Buyer's location.
7. **Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.
8. **Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur; Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**
12. **Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.
13. **Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.
14. **Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having

access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

15. **MANDATORY BINDING ARBITRATION:** ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES HEREBY AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. APPEALS MUST BE INITIATED WITHIN THIRTY (30) DAYS OF RECEIPT OF AN UNDERLYING AWARD, AS DEFINED BY RULE A-3 OF THE APPELLATE RULES, BY FILING A NOTICE OF APPEAL WITH ANY AAA OFFICE. FOLLOWING THE APPEAL PROCESS THE DECISION RENDERED BY THE APPEAL TRIBUNAL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

One pesky tax account with CU adjustment of \$1.02

Ellen DesMeules <Treasurer@pomfretvt.us>

Fri, Feb 13, 2026 at 10:03 AM

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

Hi, I am getting ready to run delinquent tax letters...noticed 1 account with a small balance due (\$1.14). This is the only account that did not pay the piddly current use adjustment of 51cents for each tax payment. Because the August payment was 51 cents short, the computer added 1 cent late fees, and then an 8 cent penalty. As it was agreed to write off all accounts under \$1, and this is the only one over that amount, I am wondering if you would agree to write off this small balance due, as all that is truly a tax due is the \$1.02. Please put this on your next agenda. Thanks. Ellen

Ellen DesMeules

Pomfret Treasurer

802-457-3861

treasurer@pomfretvt.us

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

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

Town of Pomfret Selectboard
DRAFT Meeting Minutes
February 4, 2026

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

Public: Frank Rogers, Cynthia Hewitt, Bill Emmons, Bob Crean, Pamela Pickett, Kyle Katz (Two Rivers), Lisa Parsons, Marge Wakefield, Neil Lamson, John Moore, Cathy Emmons, Janet Spangler, Jon Ricketson

1. **Call to Order** – Ben called the meeting to order at 7:00 pm.
2. **Agenda Review** – Frank requested an executive session after the meeting to discuss employee management matters.
3. **Public Comment** – Bob Crean presented proposed colors for the new Pomfret town line signs. The Selectboard reviewed and approved the designs, confirming black as the color for the back of the signs.
4. **Road Foreman Report** – Frank began by expressing appreciation for positive comments from residents on the listserv regarding the road crew's performance. The crew successfully navigated the recent significant storm with no major issues. During recent warm weather, the crew conducted truck maintenance and equipment cleaning. Frank has been researching alternative truck body suppliers and noted that new Truck #3 may need a shorter, 12-foot body due to garage space constraints. The grader is due for its 2,000-hour service and the loader for its 1,000-hour service. Both have been scheduled with John Deere. Five trees on Bunker Hill are in the strike zone and near power lines, and therefore cannot be removed without GMP's assistance. The spare one-ton truck's plow requires major repair or replacement. Frank presented two options: rebuild the existing plow for approximately \$6,000 in parts, or purchase a new plow for \$8,100. The Selectboard discussed the cost implications and noted that new equipment would come with warranty coverage. The Selectboard encouraged Frank to purchase a new plow rather than rebuild the damaged one, with the option to salvage any usable parts from the old plow. Frank reported receiving sand deliveries, including pink salt due to supply constraints. While costlier, this salt performs well despite its higher cost.
5. **Items for Discussion or Vote**
 - a. **Act 250/181 Tier 1B Areas Discussion** – Kyle Katz from Two Rivers presented information regarding optional Act 250 exemptions for residential developments in designated Tier 1B village center areas. The exemption would apply to residential developments of up to 50 units on 10 acres or less in the South Pomfret village center area. Katz explained that the exemption is optional and requires an affirmation from the town by the end of March, though there will be opportunities to opt in later as well.

Selectboard members and public attendees raised several concerns: Emily noted that residents had previously expressed opposition to village area expansion; Pamela Pickett questioned the exemption's value given existing zoning regulations and two-acre minimums; and John Moore cautioned that designating a Tier 1B area could signal growth potential and create future expectations for municipal infrastructure.

Katz acknowledged that an adopted town plan is required but noted a window exists before December 2026 regional plan adoption for Pomfret to develop and adopt one. Future opportunities to opt in would exist but would be less streamlined.

After discussion, the Selectboard took no action on the proposal, noting that existing zoning regulations and natural constraints (soils, slopes, floodplain areas) effectively limit development regardless of exemption status. No decision was made to opt into Tier 1B at this time, with the understanding that other opportunities may be available in the future.

- b. **Appointment of Public Officials** – Ben moved and John seconded that Marie Cross be appointed to the Vermont 250th Anniversary Committee with a term expiring March 31, 2028. Unanimous. Ben will notify Ms. Cross of her appointment.
- c. **Municipal Code of Ethics** – Ben noted that a new state Code of Ethics has superseded the town's previous conflict of interest policy. The new state law, effective last year, removed towns' authority to adopt their own conflicts of interest policies and established uniform requirements statewide. All decision-making bodies including the Selectboard are required to complete mandatory training on the new code. Ben noted that VLCT has prepared a helpful flowchart on conflicts of interest that is more accessible than the statutory language. No action was required on this item; it was presented as information and to note that certain conflict definitions are broader under the new code, with more stringent recusal requirements than the previous policy.
- d. **North Pomfret Cemetery Association Lands** – The Selectboard conducted a re-vote on acceptance of the warranty deeds for North Pomfret Cemetery Association lands, which had been presented at the January 21 meeting. Emily Grube and John Peters recused themselves from discussion and voting. Ben moved and Steve 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 and John recused and not voting).

John Peters noted that an outbuilding (a chicken coop) may be encroaching slightly on the to-be-acquired land. John Moore indicated that the survey shows the property line and agreed to examine the issue further when he returns to Pomfret to sign the deed. No immediate action is needed pending receipt of the fully executed deeds and potential legal review of any encroachment concerns.

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

26072	\$	12,432.42	Payroll
26073		33,780.84	A/P (incl. Dec. 2025 and Jan. 2026 debit card)
26074		293.00	A/P (Tax Refund)

Unanimous.

- f. **Approval of January 21 and January 29, 2026 Minutes** – Emily moved and Meg seconded approval of the January 21 and January 29, 2026 meeting minutes as presented. Unanimous.

6. **Meeting Wrap Up**

- a. **Correspondence** – Marge Wakefield reported on the Thomas Ware paintings on loan to the Woodstock History Center. Ben reported receiving an email from a political consultant in Woodstock regarding a pending bill that would allow municipalities to opt into mobile voting (electronic voting by personal device). After discussion, the Selectboard declined to sign a letter of support for this proposal. Ben noted that a listserv message about warning articles for the upcoming town meeting will be sent to the community.
- b. **Review of Assignments** – Ben will notify Marie Cross of her appointment to the Vermont 250th Anniversary Committee. Meg will continue efforts to locate the CVPS power line contract in the land records.
- c. **Agenda for Next Meeting** – Covered Bridge Half Marathon permit application, Truck #3 body supplier, and paving engineering RFP.

7. **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 8:32 pm.
- b. John moved and Emily seconded that the Selectboard exit executive session. Unanimous. The Selectboard exited executive session at 8:54 pm, with no decisions having been made therein.

8. **Adjournment** – John moved and Steve seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 8:55 pm.