

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
September 16, 2026, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Town Administrator Report	
5. Road Foreman Report	
6. Items for Discussion or Vote a. Town Garage Land Acquisition b. Winter Plowing RFP c. Paving Reclamation RFP d. Replacement for Fire Engine 1 (Purchase Agreement) e. Fuel Contracts f. First Class Commercial Caterer License (Teago Gen. Store) g. Warrants h. Approval of September 2, 2026 Minutes	7:15 pm
7. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:45 pm
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

PURCHASE AND SALE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT

Purchaser(s): Town of Pomfret, a Municipal Corporation

Seller(s): Edmund D. Kellogg

Agreement of Sale and Purchase: Purchaser hereby offers and agrees to purchase from Seller and Seller agrees to sell and to convey to Purchaser the Property described herein at the price and on the terms and conditions stated in this Contract.

1. **Total Purchase Price:** \$4,500.00

2. **Contract Deposit:** \$0.00

3. **Description of Real Property:** For purposes of this Contract, the Property is described as follows:

Being a portion only of 26 Webster Hill Road, North Pomfret, VVT 05053. Being 1.25 acres, more or less, of land only, lying adjacent to Purchaser's town garage parcel and generally depicted on the sketch attached as Exhibit A, to be further described on a survey to be prepared for and at the expense of Purchaser.

At closing, Seller will deliver a Vermont Warranty Deed setting forth the legal description of the Property to be conveyed under this Contract. The deed delivered by Seller at closing will govern the description of the real property to be conveyed under this Contract, and ~~there~~the preparation and recording thereof ~~to~~shall be paid for by Purchaser.

4. **Any Contract Deposit to be Held By:** Davis Steadman Percy & Sluka LLC ("Escrow Agent").

If the offer is not accepted, expires, or is revoked or withdrawn prior to acceptance, the Contract Deposit shall be promptly returned.

5. **Lead-Based Paint:** If the property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum, which shall become part of this Contract. ☐ Yes ☒ No

6. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a property inspection contingency. The parties shall execute a property inspection contingency addendum which shall become part of this Contract.

7. **Financing Contingency:** Intentionally Omitted.

8. **Condominium/Common Interest Community:** This property is not a condominium unit, part of a common interest community, planned community, planned unit development (PUD) or other property subject to the Vermont Common Interest Ownership Act.

9. **Closing:** Closing and transfer of title shall be held within 14 business days of Purchaser's written acceptance of the completed survey, at a mutually agreed time and place. Closing may occur earlier if the parties agree in writing. If closing has not occurred on or before September 30, 2027, either party may terminate this Contract by written notice to the other, whereupon neither party shall have further obligation to the other.
10. **Possession:** Possession of the property shall be delivered to the Purchaser at closing, free and clear of all tenants and personal property. Purchaser shall have the right to inspect the property prior to closing to ensure compliance with this provision.
11. **Payment of Purchase Price:** Payment of the purchase price to Seller, adjusted for Contract Deposits previously received, is due at closing and is to be paid via Wire Transfer or Attorney IOLTA Trust Account check.
12. **Deed:** Unless otherwise agreed in writing in this Contract, at closing, Seller shall deliver to Purchaser a Vermont Warranty Deed, furnished prepared and paid for by ~~Seller~~Purchaser, conveying marketable and insurable title, as defined by Vermont law, to the Property which is the subject of this Contract.
13. **Income Tax Withholding Requirements if Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act:** If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Purchaser shall withhold 2.5 percent of the total purchase price and file a Withholding Tax Return with the Vermont Department of Taxes. In addition, if the sale of the Property subjects Seller to the payment of federal tax under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a withholding certificate is issued by the Internal Revenue Service, Purchaser shall withhold fifteen percent of the total purchase price and file a Withholding Tax Return with the Internal Revenue Service. If Purchaser fails to withhold such taxes when required to do so, Purchaser may be liable to the respective taxing authorities for the amount of such tax. Purchaser shall have the right to reasonably request evidence that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Purchaser is determined to be liable for the payment of either tax, Seller shall indemnify and hold Purchaser harmless from all such liability together with any interest, penalties and reasonable expenses, including attorneys' fees, incurred by Purchaser.

Purchaser shall pay any transfer tax due on account of the sale of the property. If Purchaser is required to withhold Vermont income tax under this Section, Purchaser shall pay the amount so withheld on Seller's behalf as a closing cost, so that Seller receives the full Total Purchase Price set forth in Section 1.

14. **Purchaser's Examination of Title:** Purchaser, at his or her sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing prior to the date set for closing of the existence of any encumbrances or defects which are not excepted in this Contract which render title unmarketable as defined by Vermont law. In such event, Seller shall have an additional thirty (30) days from the time Seller receives such notice to remove the specified encumbrances or defects. Promptly following receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the specified encumbrances or defects. If, at the expiration of 30 days from the receipt of such notice or on the date set for closing, whichever is later, Seller is unable to convey marketable

title free and clear of such encumbrances and defects, Purchaser may terminate this Contract, and, if so, shall receive back all deposit money and may, in addition, pursue all legal and equitable remedies provided by law.

15. Default: If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice to Purchaser and retain all Contract Deposits as liquidated damages or may pursue all legal and equitable remedies provided by law. If Seller does not notify Purchaser of Seller's election of remedies within thirty (30) days following notice of Purchaser's default, Seller's sole remedy shall be retention of all deposit money as liquidated damages. Because of the nature and subject matter of this Contract, damages arising from Purchaser's default may be difficult to calculate with precision. The amount of the Contract Deposit reflects, in part, a reasonable estimate of Seller's damages for Purchaser's default. The provision hereof granting Seller the election to retain the Contract Deposit as agreed-upon liquidated damages is intended solely to compensate Seller for Purchaser's default. It is not intended to be a penalty for Purchaser's breach nor is it an incentive for Purchaser to perform the obligations of this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice to Seller and shall receive back all deposit money or may pursue all legal and equitable remedies provided by law.

16. Deposits: At closing and transfer of title, Escrow Agent shall disburse all deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund such deposit to Purchaser. In the event either Seller or Purchaser does not perform and fail to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay the deposit to the non-defaulting party. In the event of a dispute concerning default, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of the deposit. In the event of a dispute, Escrow Agent may pay the deposit into a court of competent jurisdiction for the purpose of determining the rights of the parties to the deposit. All costs and expenses of such action including attorney's fees incurred by Escrow Agent shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of the deposit.

17. Representation By Real Estate Brokers: Both parties hereby represent that neither party is represented by a real estate agent or broker.

18. Flood Disclosure: Pursuant to 27 V.S.A. § 380, Seller provides the purchaser with the following information:

- a. To the best of the Seller's knowledge, the Property is not ☐ is ☐ located in a Federal Emergency Management Agency mapped special flood hazard area;
- b. To the best of Seller's knowledge, the property is not ☐ is ☐ located in a Federal Emergency Management Agency mapped moderate flood hazard area;
- c. To the best of Seller's knowledge, the Property was not ☐ was ☐ subject to flooding or flood damage while the Seller owned the property, including flood damage from inundation or from flood-related erosion or landslide damage; and
- d. The Seller does not ☐ does ☐ maintain flood insurance on the Property.

19. Fixtures and Personal Property: Intentionally Omitted.

- 20. Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on Seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event any of the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or terminate this Contract.
- 21. Closing Adjustments:** The following, if applicable, shall be apportioned and pro-rated as of the date of closing measured from the beginning of the current taxable period established by each taxing authority: all property taxes (including statewide and local share educational property taxes), water, fire, school, sewer or other municipal or governmental charges imposed upon the Property. In addition, any condominium, common area assessment or other similar charges imposed upon the Property shall be apportioned and pro-rated as of the date of closing measured from the beginning of the respective assessment period. Should any tax, charge or assessment be undetermined on the date of closing, the last determined tax, charge or rate shall be used for purposes of apportionment. Fuel, other utilities and rent shall also be adjusted on a pro-rata basis. The net amount of the above adjustments shall be added to or deducted from the amount due Seller at closing.
- 22. Effect:** This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written, signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.
- 23. Modification and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.
- 24. Notice:** All notices required to be given this contract shall be deemed given when delivered by hand, by commercial courier or delivery service (FedEx or UPS) or by any form of USPO mail showing proof of mailing which is properly addressed to the other party at the addresses set forth on page 1 of this contract or may be sent by facsimile or email transmission to the email addresses set forth on page 1 of this contract. Once either party has provided notice to the other party that the party will be represented by a Vermont attorney, notice will be sufficient if sent to the parties attorney by any form of notice specified above. In all cases, notice shall be effective upon receipt. Any notice required to be given under this contract shall not be effective if provided only to the real estate agents identified in section ~~29~~17 of this contract and not to Seller or Purchaser or their disclosed attorney. Text or telephonic notice shall not be effective to satisfy any required notice.
- 25. Time for Acceptance:** Purchaser's offer is open for acceptance by Seller until withdrawn. Purchaser has the right to revoke and withdraw this offer prior to Seller's acceptance by written notice of such revocation or withdrawal delivered to Seller. Acceptance is defined as Seller's execution of this Contract and notification thereof to Purchaser in the manner provided in Section 24.
- 26. Acceptance:** Acceptance of this Contract must occur prior to the Purchaser's earlier revocation or withdrawal of this offer for the Contract to be legally binding. Oral notification of acceptance of this offer is not sufficient to create a legally binding contract.

27. Miscellaneous: Purchaser agrees to pay all ~~closing costs of the Seller~~ and expenses of this transaction, including those ~~associated with~~ customarily borne by a seller, and including without limitation the survey ~~and, the~~ preparation of the deed and the Vermont Property Transfer Tax Return, recording fees, and any transfer tax return. Purchaser shall order the survey and cause the deed and the Vermont Property Transfer Tax Return to be prepared. Seller shall cooperate as reasonably necessary at no cost to Seller, including by executing the deed, the Vermont Property Transfer Tax Return and any application described in Section 28.

28. Subdivision and Permitting: Purchaser shall, at its expense, apply for and pursue any municipal subdivision or zoning approval and any State of Vermont wastewater system and potable water supply permit or exemption required to divide the Property from Seller's remaining land. Seller shall cooperate, including by signing applications in Seller's capacity as landowner, at no cost to Seller. Purchaser's obligation to close is subject to the issuance of such approvals, permits or exemptions.

27.29. Independent Counsel: Seller acknowledges that this Contract was prepared by Davis Steadman Percy & Sluka, LLC, as counsel to Purchaser, that said firm does not represent Seller, and that Seller has been advised to obtain independent legal counsel. Purchaser shall pay the reasonable fees of counsel separately engaged by Seller in connection with this transaction.

Purchaser: Town of Pomfret, a Municipal Corporation, by its duly authorized agent

(date)

ACCEPTANCE OF OFFER AND AGREEMENT TO SELL

Seller hereby accepts Purchasers offer and agrees to sell the property at the price and upon the terms set forth in this Contract and any addenda thereto.

Seller: Edmund D. Kellogg

(date)

DESORCIE EMERGENCY PRODUCTS, LLC.

1045 Bronson Road
St. Albans, VT 05478
(802) 527-2216

FIRE APPARATUS PUMPER - TANKER CONTRACT

DATE

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN DESORCIE EMERGENCY PRODUCTS, LLC.
— PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS “THE COMPANY”, AND:

Town of Pomfret

~~Teago Volunteer Fire Department~~ ADDRESS ~~1911 Webster Hill:~~ 5218 Pomfret Road ~~South~~
North Pomfret, VT ~~05067~~ 05053

BY ITS AUTHORIZED REPRESENTATIVES-PARTY OF THE SECOND PART, HEREINAFTER REFERRED
TO AS “THE BUYER”, WITNESSETH AS FOLLOWS:

1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SIGNED AND DATED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY’S SPECIFICATIONS AND THE BUYER’S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE ~~COMPANY’S SPECIFICATIONS SHALL APPLY~~ BUYER SHALL BE NOTIFIED AND A SIGNED CHANGE ORDER WILL BE REQUIRED TO MOVE FORWARD PURCHASE.
2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY WITHIN APPROXIMATELY 70 DAYS AFTER RECEIPT OF ORDER AND CHASSIS THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY’S OFFICE IN ST. ALBANS, VT. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY, COMMERCIAL CHASSIS AVAILABILITY, AND OTHER CAUSES BEYOND THE COMPANY’S CONTROL. BUT IF THE VEHICLE AND EQUIPMENT ARE NOT DELIVERED TO BUYER BY JANUARY 1, 2027, BUYER MAY CANCEL THE ORDER WITHOUT PENALTY OR CHARGE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT. VEHICLE AND EQUIPMENT SHALL BE ACCEPTED BY THE BUYER F.O.B., ~~Ocala, FL~~ at Pomfret-Teago Volunteer Fire Department Address: 2026 Pomfret Road, North Pomfret, VT 05053 AND TITLE IN THE VEHICLE AND EQUIPMENT SHALL BE TRANSFERRED TO THE TOWN OF POMFRET UPON ACCEPTANCE. INCLUDING ALL APPLICABLE FEDERAL AND STATE TAXES. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX-EXEMPT CERTIFICATE(S).
3. FULL ACCEPTANCE INSPECTION ~~MAY~~ WILL BE PERFORMED AT THE BUYER’S LOCATION. SUCH INSPECTION SHALL BE MADE UPON ARRIVAL AT THE DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. ~~IF NO SUCH INSPECTION IS MADE~~ INSPECTION WILL BE SCHEDULED WITH THE BUYER AT THEIR CONVENIENCE. ONCE INSPECTED AND ACCEPTED, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS. BUYER MAY REJECT THE VEHICLE AND EQUIPMENT IF THE VEHICLE AND EQUIPMENT FAILS TO CONFORM TO THE SPECIFICATIONS OR NFPA 1901. IF COMPANY FAILS TO CURE THE NONCONFORMITIES WITHIN 30 DAYS OF BUYER’S REJECTION, BUYER MAY CANCEL THE ORDER WITHOUT CHARGE OR PENALTY.

4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. ANY LOOSE EQUIPMENT ADDED OR CHANGES MADE TO THE VEHICLE AFTER EXECUTION OF THIS CONTRACT SHALL BE INVOICED SEPARATELY AND DUE AT THE TIME OF DELIVERY.
5. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF DESORCIE EMERGENCY PRODUCTS, LLC., BY AN OFFICER OF THE COMPANY; THE PARTIES HERETO WARRANTY AND REPRESENT TO EACH OTHER THAT THEY HAVE LEGAL AUTHORITY TO ENTER INTO AND SIGN THIS CONTRACT. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.
6. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
7. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY ANY MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
8. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR, ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
9. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.
10. DELIVERY INSTRUCTIONS SHALL BE GIVEN IN ACCORDANCE WITH A MUTUALLY AGREEABLE SCHEDULE. TRANSFER OF OWNERSHIP AND TITLE SHALL TAKE PLACE ~~BEFORE DELIVERY INSTRUCTIONS BEGIN.~~ UPON ACCEPTANCE BY BUYER. THE BUYER AGREES THAT FIRE FIGHTERS PARTICIPATING IN DELIVERY INSTRUCTIONS MUST BE FAMILIAR WITH BASIC FIRE APPARATUS OPERATING PRINCIPLES. DRIVER TRAINING SHALL BE THE RESPONSIBILITY OF THE BUYER. BUYER HEREBY ACKNOWLEDGES THAT THE COMPANY HIGHLY RECOMMENDS THAT ALL INDIVIDUALS WHO WILL BE OPERATING THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT ATTEND APPROPRIATE TRAINING PROGRAMS TO ACQUIRE THE SKILLS ONE WOULD ACQUIRE IN

FIREFIGHTER TRAINING SCHOOL AND/OR PROFESSIONAL DRIVER TRAINING SCHOOL. BUYER HEREBY ACKNOWLEDGES THAT DELIVERY INSTRUCTIONS ARE ONLY TO DEMONSTRATE THE FEATURES AND COMPONENTS OF THE EQUIPMENT PURCHASED HEREUNDER AND FAMILIARIZE BUYER'S PERSONNEL WITH THE PROPER USE AND OPERATION THEREOF. THE COMPANY FURTHER RECOMMENDS TO THE BUYER (1) THAT AS NEW PERSONNEL ARE ASSIGNED TO THE EQUIPMENT PURCHASED HEREUNDER TRAINING SESSIONS BE SCHEDULED FOR SUCH NEW PERSONNEL; AND (2) THAT REFRESHER TRAINING SESSIONS FOR ALL PERSONNEL OPERATING THE PURCHASED EQUIPMENT BE SCHEDULED AT LEAST ON A YEARLY BASIS FROM THE DATE OF DELIVERY.

~~IN THE EVENT AN ORDER IS CANCELLED BY THE BUYER BEFORE THE START OF CONSTRUCTION, A 5% CANCELLATION CHARGE SHALL APPLY. IF~~

11. IF THE ORDER IS CANCELED BY THE BUYER AND THE COMPANY HAS STARTED WORK ~~HAS STARTED~~ ON THE VEHICLE, CANCELLATION CHARGE SHALL BE ~~1% PLUS~~ THE ACTUAL, DOCUMENTED COST FOR WORK DONE TO THE DATE, AS DETERMINED BY OF CANCELATION, LESS ANY AMOUNT THE COMPANY ~~RECOVERS BY RESELLING THE VEHICLE OR ITS COMPONENTS, AND NOT TO EXCEED THE TOTAL CONTRACT PRICE.~~
12. THE VEHICLE BEING PURCHASED SHALL COMPLY TO NFPA 1901 STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.
13. ALL THREADS PROVIDED ON THE VEHICLE OR ON SUPPLIED EQUIPMENT SHALL BE NST, UNLESS NOTED TO THE CONTRARY.
14. THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.
15. THIS BID AND CONTRACT HAVE BEEN LET BY THE UNITED STATES OR ANY AGENCY THEREOF, ANY STATE OR ANY OTHER POLITICAL SUBDIVISION OR DISTRICT THEREIN. THIS BID AND CONTRACT ARE AVAILABLE FOR USE BY OTHER GOVERNMENTAL ENTITIES. THE SUCCESSFUL BIDDER WILL EXTEND THE TERMS AND CONDITIONS OF THE CONTRACT TO OTHER GOVERNMENTAL ENTITIES. UNILATERAL OFFERS BY VENDORS TO EXTEND CONTRACT PRICING AND OTHER TERMS AND CONDITIONS WOULD NOT FALL WITHIN THE EXCEPTION. PRICING, TERMS AND CONDITIONS FOR SAID BID WOULD BE NEGOTIATED BETWEEN THE SUCCESSFUL BIDDER AND ANY POTENTIAL GOVERNMENT ENTITIES WISHING TO EXERCISE THE 'PIGGYBACK' OPTION. THE BID AND SUBSEQUENT CONTRACT HAVE BEEN LET TO THE LOWEST RESPONSIBLE BIDDER OR ON THE BASIS OF BEST VALUE IN A MANNER CONSISTENT WITH LAW.
16. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

Four Hundred Eighty-Nine Thousand Nine Hundred Thirty-Three Dollars

\$

\$489,033933.00

PAYMENT SHALL BE DUE WITHIN 30 DAYS OF THE BUYER'S ACCEPTANCE OF THE VEHICLE. THE TOTAL AMOUNT PAYABLE BY THE BUYER SHALL NOT EXCEED \$489,933.00 UNLESS THE BUYER APPROVES THE ADDITIONAL AMOUNT IN WRITING IN ADVANCE.

IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY
THEIR DULY AUTHORIZED REPRESENTATIVES THIS _____ DAY OF , 2026 .

BUYER'S REGISTERED NAME:

 Town of Pomfret ~~Teago Volunteer Fire Department~~
~~1911 Webster Hill~~ 5218 Pomfret Road
~~South~~ North Pomfret, VT ~~05067~~ 05053

 BY:

 BY:

TITLE:

 DATE:

 DATE:

DESORCIE EMERGENCY PRODUCTS, LLC.
1045 BRONSON ROAD
SAINT ALBANS, VT 05478

BY: _____

BY: _____

TITLE: _____

~~DATE:~~ _____

DATE: _____



Application ID: DLL - Application - 82141
Application for: First Class Commercial Caterer
Category of Business: First Class

Business/ Entity Information

Business/ Entity Name: The Pomfret Road General Store, LLC
Business ID: 0335152
Business Address: 2035 Pomfret Road,
South Pomfret, Vermont 05067
Entity Type: Limited Liability Corporation
Phone: (802) 457-1626
Management Type if LLC: Member-managed
Email: kd@artistreevt.org

People Information

• **Person:**

Christine Cole

Business Role: Business Principal
Email: christeago@gmail.com
Business Address: PO Box 158,
South Pomfret, Vermont, 05067
US Citizen?
Political Position
Phone: 8024571626
Name: Christine Cole
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name: **Do you lease this Premises:**

Teago General Store

Location Address:

2035 Pomfret Road,
Pomfret, Vermont 05067

Local Jurisdiction/ Town Clerk:

Pomfret

Health License:

Food:11739

Lodging:

Vermont Tax Department:

MRT-10902537

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

First Class

License Number:

LP-032494

Licensee Name:

Teago General Store

License Status:

License issued-renewed application

Licensee Address:

2035 Pomfret Road ,
Pomfret, Vermont 05067

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-07139	Meals & Rooms Tax Certificate	The Pomfret Road General Store, LLC
D-07140	Health License	The Pomfret Road General Store, LLC
D-08687	Other	The Pomfret Road General Store, LLC
D-15930	Other	The Pomfret Road General Store, LLC

Payment and Acknowledgement

Signed by:

Robert Kimmerle

State of Vermont / DLL Application Fee:

115.00

Date of Submission:

2026-09-09 14:22:40

State of Vermont / DLL Payment Status:

Local Application Fee:

115

Local Control Payment Status:

false

Town of Pomfret Selectboard
DRAFT Meeting Minutes
September 2, 2026

Present: Benjamin Brickner, John Peters, Eric Chase, Emily Grube, Kyle Hansen

Public: Mariel Luna (Town Administrator), Frank Rogers, Art Lewin, Greg Hartford, AJ Stevens, Jake Astbury, Alan Graham, Michelle Bui, Ted Kellogg, Beriah Smith, Alison Sander, Dan Kenary, Kathy Wimmer, Jack Peters, Michael Miller, Jim Potter, Marie Cross

1. **Call to Order** – Ben called the meeting to order at 7:01 pm.
2. **Agenda Review** – Eric moved and Emily seconded that (1) Item 6M (Fuel Contracts) be deleted and postponed to the September 16, 2026 meeting, (2) a Town Administrator's Report be added as a new standing agenda item immediately preceding the Road Foreman Report, and (3) appointment of a Town delegate to the Vermont League of Cities and Towns (VLCT) Annual Business Meeting be added immediately preceding Warrants (Item 6N). Unanimous.
3. **Executive Session**
 - a. Ben moved and Eric seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(E) to discuss pending civil litigation to which the public body is a party, and to make a finding that premature general public knowledge of this topic would clearly place the public body at a substantial disadvantage. Unanimous. The Selectboard entered executive session at 7:04 pm with town counsel present.
 - b. It was moved and seconded that the Selectboard exit executive session. Unanimous. The Selectboard exited executive session at 7:44 pm. No decisions were made in executive session.
4. **Public Comment** – Kathy Wimmer raised concerns regarding the August 19, 2026 meeting minutes, stating they did not adequately represent the detailed comments made by neighbors regarding the Wild Apple Road / Legal Trail 2 driveway access discussion. She requested that comments submitted via email by Tom Sander and Leslie Tarkington be attached to the minutes, and she reiterated the neighbors' request for a special public meeting in September or October dedicated to trail use and development concerns. Additionally, she thanked the Selectboard for the revised motor vehicle trail permit form but suggested adding a condition restricting motorized use to "one single-family residence" to protect the trail's public character. Dan Kenary of 1415 Wild Apple Road expressed support for Ms. Wimmer's remarks and emphasized the importance of a full, open discussion of these matters with the neighborhood. Alison Sander supported these concerns, noting that because nothing has been formally proposed yet, approving utility lines and access points piecemeal creates maximum speculation and minimum public understanding. She requested that the minutes record the specific substance of public concerns rather than just listing names. In response, the Selectboard noted that there is currently no application pending on the matter. The Selectboard explained that letters and emails are public documents available for inspection, and if a future zoning or trail application is submitted, neighbors will have full opportunity to review it and register their concerns at that time.
5. **Town Administrator Report** – Mariel Luna, Pomfret's first day-to-day Town Administrator, was introduced on her ninth day in the role. She expressed appreciation for the warm

welcome and noted she is settling in, meeting residents, and getting to know the community. Going forward, this report will be a standing agenda item.

6. **Road Foreman Report** – Frank Rogers reported that grading is progressing as weather permits, work has begun on the Bartlett Brook Road grant project, and shoulder maintenance on Howe Hill and Pomfret Road is scheduled for next week. To assist with culvert replacements and ditching on Bartlett Brook Road, Frank proposed hiring a third-party excavator for up to 36 hours at a rate of \$100/hour. The Selectboard discussed purchasing policy requirements for competitive quotes. Ben moved and Eric seconded to authorize Frank to hire an outside excavating contractor – using the lower of two written competitive quotes – for up to 36 hours, not to exceed \$100/hour or a total expense of \$5,000. Unanimous. Frank also reported on traffic impacts and detour logistics on Allen Hill and Howe Hill due to the upcoming Broad Brook Road slide project starting September 9.
7. **Items for Discussion or Vote**
 - a. **Town Garage Land Acquisition** – Ted Kellogg met with the Selectboard to discuss the purchase of approximately 1.25 acres of land abutting the Town Garage parcel for \$4,500 to create a property buffer. Mr. Kellogg requested that the town handle all administrative work, legal expenses, and surveying costs. The Selectboard deferred formal approval of the purchase and sale agreement to the September 16 meeting to allow the town attorney to finalize the draft, but agreed to move forward with the site survey immediately to avoid seasonal delays.
 - b. **Truck #1 Replacement RFP** – *Discussion combined with Item 7C below.*
 - c. **Disposition of Truck #3** – The Selectboard and highway department discussed long-term fleet management and replacement cycles. Frank reported that Truck 4 (2015 F550) requires approximately \$8,000 in repairs, and he advised against further investment. It was decided to sell Truck 4. The Selectboard reached a consensus on the following fleet plan:
 - i. Keep Truck 3 (6-wheel dump truck) as a temporary backup until the two new 10-wheelers on order arrive.
 - ii. Retain current Truck 1 (10-wheeler with scraper blade) as a backup 10-wheeler once it is replaced.
 - iii. Draft a Request for Proposals (RFP) to replace Truck 1 with a medium-duty F600. Frank Rogers and Eric Chase will coordinate with Mariel to draft the F600 RFP specifications for Selectboard review in two weeks.
 - d. **New Dana Road Highway Access** – The Selectboard noted that driveway excavation and culvert installation had occurred within the town right-of-way on Dana Road. Mariel and Frank will identify the property owners and invite them to apply for a Highway Access Permit in accordance with town policy.
 - e. **Large Event and Roadway Event Permit Application (ArtFest)** – Michelle Bui presented permit applications on behalf of Artistree for the annual ArtFest scheduled for October 3, 2026. John moved and Emily seconded to approve the Roadway Event Permit to close Library Street from 8:30 am to 4:30 pm, subject to the conditions of traffic control personnel at both ends, barricades, and advance public signage. Unanimous. John moved and Emily seconded to approve the Large Event Permit without conditions. Unanimous.
 - f. **Replacement for Fire Engine 1 (RFP)** – Pomfret-Teago Volunteer Fire Department President Greg Hartford and Fire Chief Jake Astbury presented a proposal to purchase a replacement E-ONE pumper tanker for \$489,933 through the Sourcewell

cooperative purchasing contract (Contract 082025-RVG). Greg confirmed that identical contract terms and pricing are available to the State of Vermont. Ben moved and John seconded that the Selectboard find the State of Vermont equivalent terms exception to the town's purchasing policy applies, rendering a town-issued sealed bid process unnecessary. Unanimous. Ben moved and John seconded approval of the purchase of the E-ONE pumper tanker through Sourcewell Contract 082025-RVG for a total not-to-exceed price of \$489,933, subject to legal review of the final contract. Unanimous. The contract will be presented for review on September 16.

- g. **Building Communities Grant** – The Selectboard reviewed a state grant opportunity of up to \$25,000 for municipal building capital improvements, which requires matching funds and has a September 30 deadline. Mariel was asked to investigate eligible town projects, such as garage door upgrades, and report back at the next meeting.
- h. **Small Scale Local Highway Safety Grant** – The Selectboard discussed a \$50,000 grant for tree removal and guardrail improvements. Ben noted a conflict between a marked tree and an aerial utility line. John moved and Eric seconded to authorize Ben to sign the grant clearance form once utility conflicts are resolved with Rita Seto of the Two Rivers-Ottawquechee Regional Commission. Unanimous.
- i. **Municipal Response to Reappraisal Order** – The town received a state order to conduct a reappraisal because the Coefficient of Dispersion exceeds 20%. A compliance plan must be submitted within 150 days. Emily moved and Eric seconded to authorize the Selectboard Chair to sign the order acknowledgment form on behalf of the town. Unanimous.
- j. **Nomination for VT Community Leadership Summit** – Ben moved and Eric seconded that Meg Emmons represent Pomfret at the upcoming Vermont Community Leadership Summit. Unanimous.
- k. **250th Anniversary Committee Update** – Alan Graham and Marie Cross requested permission to set up a GoFundMe page under the Pomfret Historical Society (a 501(c)(3) tax-exempt organization) to raise funds for the Veterans Memorial construction on the Town Green. The project has a total fundraising goal of \$20,000, with \$6,000 raised to date and a \$10,000 contribution committed by the Historical Society. The Selectboard voiced support and consensus for the fundraising campaign. Ms. Cross will coordinate with Town Clerk Becky Fielder regarding access to the town's Facebook page to post promotional materials.
- l. **Town Administrator Selectboard Priorities** – The Selectboard reviewed Ben's orientation and prioritization memo. To establish a workload plan, Ben, Eric, and Mariel scheduled a meeting at the town office for Tuesday, September 8, at 8:30 am.
- m. **VLCT Delegate Appointment** – Ben moved and John seconded that Town Administrator Mariel Luna be designated as Pomfret's voting representative at the 2026 Vermont League of Cities and Towns (VLCT) Annual Business Meeting on October 6. Unanimous.
- n. **Warrants** – John moved and Eric seconded approval of the following warrants for payment:

27017	\$ 752.23	Payroll
27020	11,865.73	Payroll
27021	22,208.05	A/P

Unanimous.

- o. **Approval of August 19, 2026 Minutes** – John moved and Eric seconded to approve the minutes of the August 19, 2026 meeting with the following amendments:
 - i. Under Road Foreman Report, correct the truck number from Truck 5 to Truck 4.
 - ii. Correct the road mowing description to state that mowing was completed up to the Town Garage.
 - iii. Correct the spelling of Marcus Tarkington's name.
 - iv. Under Wild Apple Road discussion, insert a summary paragraph of Leslie Tarkington's statement read on behalf of herself and Marcus Tarkington.

Unanimous.

8. **Meeting Wrap Up**

- a. **Correspondence** – The Selectboard noted receipt of letters and emails on the Wild Apple Road/Legal Trail 2 matter from Leslie and Marcus Tarkington (received August 21) and Tom Sander (dated August 19, received August 21). The Selectboard also received a letter from Peter Gregory of the Two Rivers-Ottawaquechee Regional Commission responding to the town's comments on the regional plan.
- b. **Review of Assignments** – Frank and Eric: Coordinate with Mariel on the F600 truck RFP. Ben: Coordinate with Frank and Rita Seto on the safety grant utility issues; send highway access permit materials to the Dana Road landowners. Mariel: Review Building Communities Grant scope; draft template for truck RFPs. Emily: Solicit competitive fuel and heating oil quotes for the next meeting.
- c. **Agenda for Next Meeting** – Fuel contracts, Bartlett Brook Road excavator contract quotes, Town Garage Land Acquisition PSA, and Fire Engine 1 purchase contract.

- 9. **Adjournment** – John moved and Eric seconded adjournment. Unanimous. The meeting was adjourned at 9:54 pm.