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Town of Shaftsbury

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Special Meeting - Select Board Meeting Minutes

Town of Shaftsbury Special Select Board Meeting

Date of Meeting: Monday, February 23, 2026, at 6:00 PM, in person at Cole Hall and remotely via Zoom.

1. Call to Order:
The meeting came to order at 6:00 PM. Present were selectpersons Zoe Kearl (Chair), Mike Cichanowski, Brad Peacock (on Zoom), and Town Administrator Paula Iken.
2. Conflict of Interest Statement:
No one expressed a conflict of interest with any item on the agenda.
3. Public Comments
An unidentified member of the public thanked the Select Board for pursuing the PFAS and the PFOA situation in Shaftsbury.
4. Discussion of PFAS litigation, possible contract with Barr, Sternberg, Moss, Silver & Munson
Ms. Kearl noted that PFAS are contaminating wells in South Shaftsbury and possibly other areas of Shaftsbury. She continued that the Town of Shaftsbury is considering entering an agreement with Barr, Sternberg, Moss, Silver, & Munson, PC and Davis, Johnston, & Ringger, PC, giving them authority to represent the Town regarding PFAS contamination of groundwater and drinking water caused by Saint-Gobain and other potential defendants. Ms. Kearl called for a motion to approve the Town of Shaftsbury retaining Barr, Sternberg, Moss, Silver, & Munson, PC, and Davis, Johnston, and Ringger, PC and to sign a contingent fee agreement. Mr. Cichanowski moved; Mr. Peacock seconded. Ms. Kearl opened the matter for discussion. Ms. Iken noted that the lawyers are going back to Saint-Gobain because they've found more PFAS in South Bennington. This is round two for Bennington, with the possibility of adding Shaftsbury as a party to the current litigation. Ms. Kearl said the fact-finding process might lead to a wider scope of testing in Shaftsbury. She noted that the testing that's been done by the state was limited, and positive tests are occurring in a wider area than was originally identified. Understanding the scope of the problem is important to making future decisions on size of the affected class that's represented, damages and other considerations as a part of a settlement. Ms. Kearl asked for a vote to approve entering into the agreement. Motion passed 3-0-0.
5. Discussion of Community Resource Center
Ms. Kearl briefly discussed use of space in the new building, noting a former office in the back corner that will be used for community resources. There are several interested parties, one being Meals on

Wheels. There is the possibility of having free medical clinics, limited in scope, but offering services to the community that aren't currently available. Naomi Miller will expand on this, probably at the next Select Board meeting which takes place on March 16th.

6. Other business

Ms. Kearl asked for consideration of a quote from Adams Lock and Security, in the amount of \$8,836.11 to rekey the new town office building, including locks, keys, and installation for many doors. She then called for a motion to approve the estimate. Mr. Cichanowski moved; Mr. Peacock seconded. A discussion was opened. Mr. Peacock noted that taxpayers aren't paying for this, it is covered by ARPA funds. Ms. Kearl asked for a vote. Motion approved 3-0-0.

Ms. Kearl asked if there were any other public comments. There was a lengthy discussion of water sources, possible future actions, and the benefits of having an agreement that includes Shaftsbury in litigation around PFAS.

7. Review of Action Items

Ms. Iken will sign the contingency agreement

Ms. Iken will sign the Adam's Lock quote

Ms. Iken will contact Josh Brace, Shaftsbury Water Dept. Superintendent, regarding PFAS and the municipal water, and if North Bennington is testing, ask for the results of those tests.

Ms. Kearl moved further discussion of community center resources to the next Select Board meeting.

8. Adjournment

Ms. Kearl called for a motion to adjourn. Mr. Cichanowski moved; Mr. Peacock seconded. Motion passed 3-0-0 Meeting was adjourned at 6:25 PM.