

**Town of Pomfret  
Selectboard Meeting Agenda  
Town Offices  
5218 Pomfret Road, North Pomfret 05053  
April 5, 2023, 7:00 pm**

*Zoom instructions below*

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Road Foreman's Report	7:05 pm
5. Items for Discussion or Vote a. Sundstrom Permit Applications (Driveway, ROW Crossing) b. Eydt Estate Request to Remove Trees and Vegetation c. Dinsmoor Road Right-of-Way Request d. Runamuck 50k Race Event Permit Application e. Municipal Highway Grant Applications (Paving, Structures) f. Municipal Energy Resilience Grant g. Special Town Meeting Warning h. Delinquent Property Tax Collection Policy i. Selectboard Records Storage and Sharing j. Renewal of TPVS Use Agreement k. Public Communication from Selectboard l. Warrants (incl. Prior Debit Card Statements Approval) m. Approval of 3/15/2023 Minutes	7:30 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	
7. Executive Session – Appointments; Atty-Client Communications	9:00 pm
8. Items for Discussion or Vote a. Public Officer Appointments b. Zoning Violations and Notices	9:30 pm
9. 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=ZjBEd3ZuZWgvWmx2M0tpOE8zbgj2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, followed by Meeting ID 953 9507 9923 and Password 306922

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY ACCESS ROAD PERMIT

(Application fee of \$100 payable to Town of Pomfret)

Access Road Type (check one):  Private Drive\*  Agricultural  Forestry

Applicant Name: Susan Sundstrom / Matthew Foley Phone: 802 [redacted] Email: [redacted]@gmail.com

Applicant Mailing Address: 935 Dana Rd, #231, No. Pomfret State: VT Zip: 05053

(Complete only if Applicant is not the Landowner)

Landowner Name: Phone: Email:

Landowner Mailing Address: State: Zip:

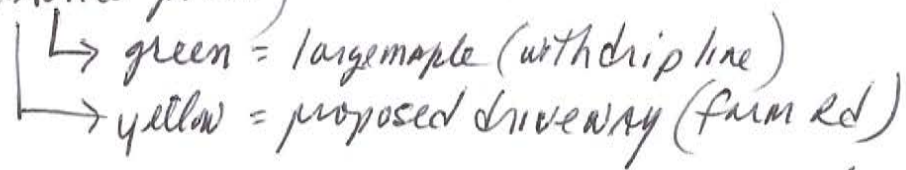
The undersigned Applicant requests permission to develop, construct, or regrade the access road type indicated above.

Access Road Location: on the left side (cardinal direction) of Old Kings Highway (town highway name) at approximately 270 ft (feet) from the intersection of Dana Rd (nearest town highway intersection).

Please provide a brief description of the work to be done: change driveway location from Dana Rd

(due to large maple tree located very close to existing driveway, which we want to avoid driving over the roots) to Old Kings Highway at the location of an existing agricultural road

(see attached plan)



(\*note - new access will be used to serve residence & the current access will be given up)

(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

The following conditions, standards and restrictions shall apply to the first 20 feet of a newly developed, constructed, or regraded access road (measured from the edge of the traveled way) unless waived herein:

General Conditions

- 1. Application Fee. A \$100 non-refundable application fee shall be submitted before an application will be considered.
2. Site Visit. The Selectboard and Road Commissioner shall make a site visit prior to approving a permit.
3. Final Site Inspection. Upon completion of work, the Applicant or its agent shall notify the Town within ten days to arrange a final site inspection.
4. Noncompliance. Any work deemed not in compliance with the permit shall be corrected and reinspected for approval.
5. Final Approval. Work shall be approved by the Selectboard or its designee before any use of the access may be started.

\* Each residence is limited to one driveway access.





TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY RIGHT-OF-WAY CROSSING PERMIT  
(Application fee of \$100 payable to Town of Pomfret)

Landowner Name: JUSAN Sundstrom; Matthew Foley Phone: 802 [redacted] Email: [redacted] @gmail.com

Street Address: 935 Dana Rd State: VT Zip: 05053

The undersigned requests permission to cross over (under) (circle one) the right-of-way of DANA Rd (road name)

at 935 Dana Rd / ~ 5-10' below wall just north of house (describe precise location)

for the purpose of bury electrical/internet lines (describe specific purpose).

The crossing will be approximately 276 (feet) from the intersection of old Kings Hwy (nearest intersection).

*see attached sketch (yellow = requested crossing)  
(- may shift a few feet for ledge)*

(PROVIDE DETAILED SKETCH OF CROSSING LOCATION ABOVE)

The following standards, restrictions and conditions shall apply to all crossings of a town right-of-way unless waived in writing:

1. Applicant shall contact Dig Safe at 811 at least 48 hours before, but not more than 30 days before, starting excavation activities at any location.
2. All work in the right-of-way shall be performed during daylight hours and shall cease on weekends, holidays, during severe weather events, and between December 1 and April 15, maintenance and emergency repairs excepted.
3. Applicant shall be responsible for all damages to persons, public or private utilities and property resulting from any work done under this permit, even if the Applicant's contractor performs the work.
4. Applicant must comply with all federal and state statutes or regulations and all local ordinances controlling occupancy of public highways. In the event of a conflict, the more restrictive provision shall apply.
5. All excavation and backfilling shall be done under the supervision and to the specification of the town's designated agent.
6. Applicant shall erect and maintain barriers needed to protect the traveling public. The barriers shall be properly lighted at night and must be MUTCD (Manual on Uniform Traffic Control Devices) compliant.
7. Applicant shall do no work nor place any structures or obstacles in the right-of-way, except as authorized by this permit.
8. Applicant shall be responsible to rebuild, repair, restore and make good all injuries or damage to any portion of the right-of-way caused by the permitted work, for a minimum of eighteen (18) months after final inspection by the Town.

Additional standards, restrictions or conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant agrees to adhere to the standards, restrictions and conditions forming a part of this permit.

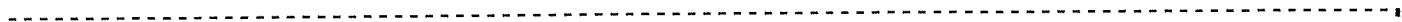
[Signature]                      SUSAN SUNDSTROM                      2/21/23  
Applicant Signature                      Applicant Printed Name                      Date

Application fee of \$100 received on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

This permit is issued in accordance with 19 V.S.A. 1111(c) and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake construction of the right-of-way crossing within one year of the date of approval.

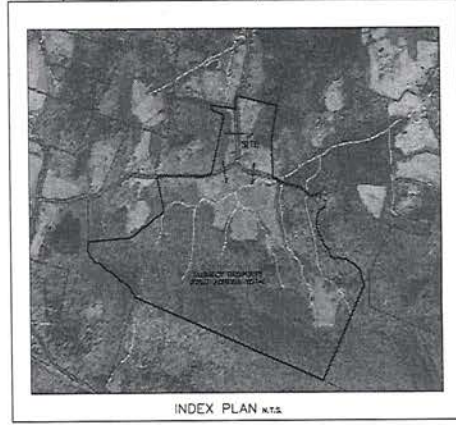
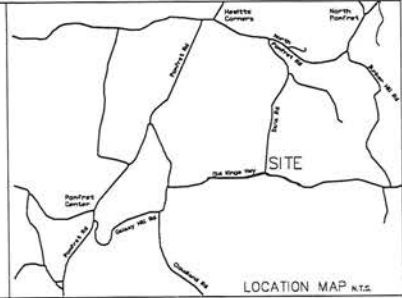
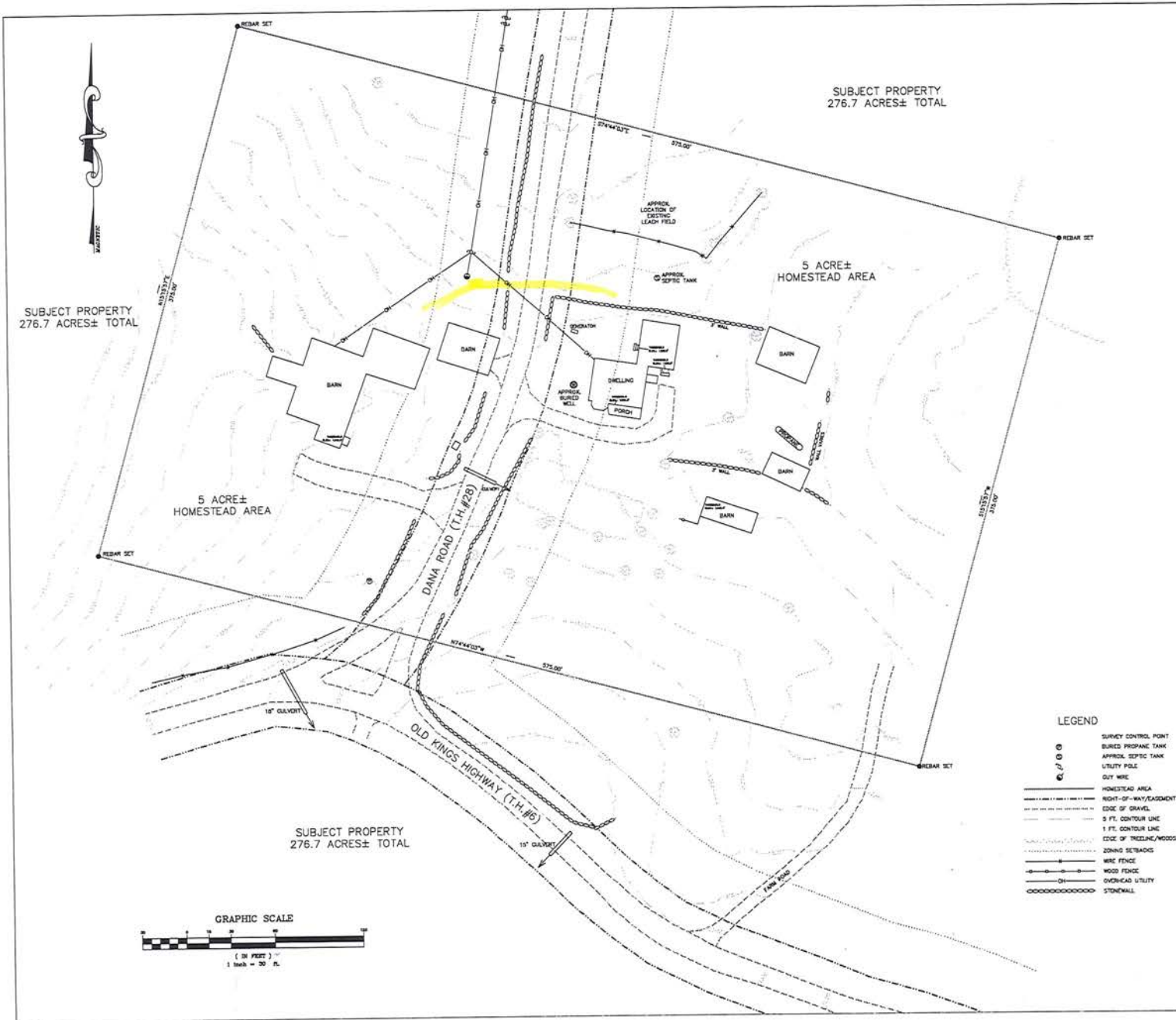
**PERMIT APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Road Commissioner                      Selectboard Chair



**FINAL INSPECTION.** The work described in this permit has been constructed in accordance with the above standards, restrictions and conditions and is acceptable under State and local regulations.

\_\_\_\_\_  
Road Commissioner                      Applicant Printed Name                      Date

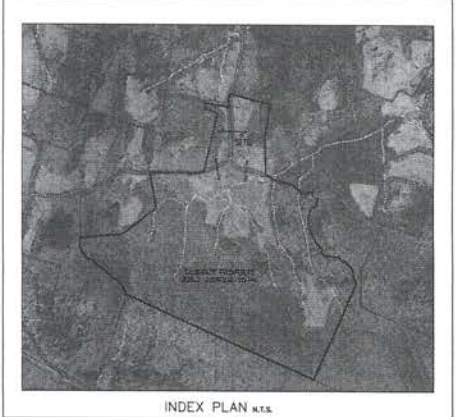
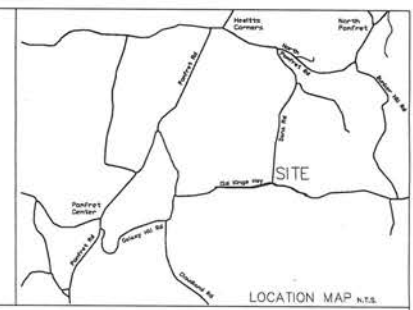
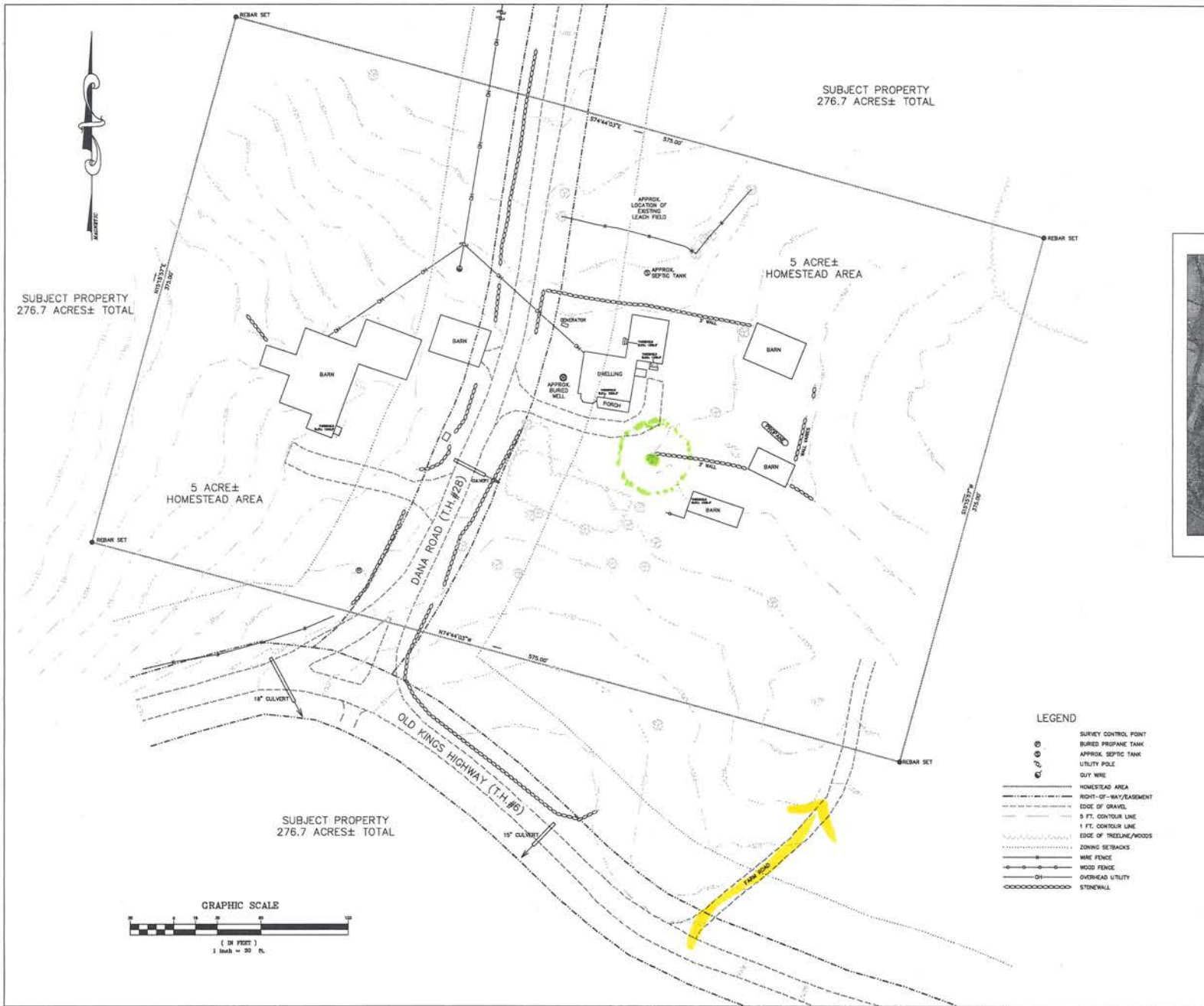


- GENERAL NOTES**
1. SUBJECT PROPERTY IS OWNED BY THE SUSAN A. SUNDSTROM REVOCABLE TRUST OF 2016.  
 - ADDRESS IS #935 DANA ROAD, NORTH POMFRET, VT 05053.  
 - DEED IS RECORDED IN BOOK 85, PAGE 248-249, DATED NOVEMBER 18, 2021.  
 - PARCEL ID: #2904, SPAN #489-104-1001.
  2. THIS IS NOT A BOUNDARY SURVEY AND THIS PLAN SHOULD NOT BE USED FOR CONVEYANCE PURPOSES. THIS IS A TOPOGRAPHIC SITE PLAN OF PORTIONS OF THE SUBJECT PROPERTY PERFORMED AT THE REQUEST OF THE LANDOWNER. SITE TOPOGRAPHY BY THIS FIRM, OCTOBER-NOVEMBER 2022. VERTICAL DATUM IS NAVD83.
  3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS OR RESERVATIONS NOT SHOWN. LIABILITY IS ASSIGNED BY THE UNDERSIGNED FOR ANY LEGS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY SUCH EASEMENTS, RESTRICTIONS OR RESERVATIONS. PROPERTY SUBJECT TO AND/OR BENEFITED BY ALL EXISTING EASEMENTS AND RIGHT-OF-WAYS OF RECORD, BURIED STRUCTURES, OVERHEAD STRUCTURES, UTILITY LINES AND/OR ALL LEGGE. OUTCROPPINGS MAY NOT ALL BE SHOWN.
  4. PROPERTY IS LOCATED WITHIN THE TOWN OF POMFRET RURAL DISTRICT (RD). MINIMUM LOT SIZE IS 2 ACRES. MINIMUM SETBACKS FROM ROAD CENTERLINE IS 60 FEET. MINIMUM SETBACK FROM AN ADJACENT LOT LINE IS 20 FEET. MINIMUM BUILDING HEIGHT IS 30 FEET. PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE FLOODLINE AND HILLSIDE PROTECTION AREA.
  5. DOWSAFE (1-888-344-7333) MUST BE CONTACTED AT LEAST 48 HOURS IN ADVANCE TO MARK LINES BEFORE UNDERGROUND UTILITY WORK IS DONE (VERMONT LAW 30 VSA CHAP. 36).
  6. PROPERTY IS SUBJECT TO STATE OF VERMONT WATER/MASTERMETER PERMIT #WV-3-1482, DATED DECEMBER 11, 2020. THE APPROXIMATE LOCATIONS OF THE BURIED WELL, SEPTIC TANK AND LEACHFIELD ARE SHOWN AS DESCRIBED BY THE LANDOWNER. NO SUBSURFACE EXPLORATION WAS PERFORMED BY THIS FIRM.
  7. THE TOWN HIGHWAY RIGHT-OF-WAYS ARE ASSUMED TO BE 3 RODES WIDE (48.5 FEET), CENTERED ON THE EXISTING TRAVELLED WAYS.

**LEGEND**

●	SURVEY CONTROL POINT
○	BURIED PROPANE TANK
○	APPROX. SEPTIC TANK
○	UTILITY POLE
○	QUY WIRE
—	HOMESTEAD AREA
—	RIGHT-OF-WAY/EASEMENT
—	EDGE OF GRAVEL
—	5 FT. CONTOUR LINE
—	1 FT. CONTOUR LINE
—	EDGE OF TREELINE/WOODS
—	ZONING SETBACKS
—	WIRE FENCE
—	WOOD FENCE
—	OVERHEAD UTILITY
—	STONEWALL

<b>THE SUSAN A. SUNDSTROM REV. TRUST</b> #935 DANA ROAD POMFRET, VERMONT <b>TOPOGRAPHIC SITE PLAN</b> BRAD M. RUDERMAN & ASSOCIATES, INC. 28 U.S. ROUTE 5 HARTLAND, VERMONT (802) 674-4248		
SCALE: 1" = 30'	APPROVED: BRAD M. RUDERMAN	DRAWN: BMR
DATE: NOV. 28, 2022		SHEET: 1 OF 1



- GENERAL NOTES:
1. SUBJECT PROPERTY IS OWNED BY THE SUSAN A. SUNDBSTROM REVOCABLE TRUST OF 2018. ADDRESS IS 888 DANA ROAD, NORTH POPELTON, VT 05043. DEED IS RECORDED IN BOOK 85, PAGES 246-248, DATED NOVEMBER 18, 2021. PARCEL ID: 2004-0394, #489-104-10381.
  2. THIS IS NOT A BOUNDARY SURVEY AND THIS PLAN SHOULD NOT BE USED FOR CONVEYANCE PURPOSES. THIS IS A TOPOGRAPHIC SITE PLAN OF PORTIONS OF THE SUBJECT PROPERTY PERFORMED AT THE REQUEST OF THE LANDOWNER. SITE TOPOGRAPHY BY THIS FIRM, OCTOBER-NOVEMBER 2022. VERTICAL DATUM IS NAVD83.
  3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS OR RESERVATIONS NOT SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY SUCH EASEMENTS, RESTRICTIONS OR RESERVATIONS. PROPERTY SUBJECT TO AND/OR BENEFITED BY ALL EXISTING EASEMENTS AND RIGHT-OF-WAYS OF RECORD, BURIED STRUCTURES, OVERHEAD STRUCTURES, UTILITY LINES AND/OR ALL LEGAL OUTCROPPINGS MAY NOT ALL BE SHOWN.
  4. PROPERTY IS LOCATED WITHIN THE TOWN OF POMFRET'S RURAL DISTRICT (RD). MINIMUM LOT SIZE IS 2 ACRES. MINIMUM SETBACKS FROM ROAD CENTERLINE IS 65 FEET. MINIMUM SETBACK FROM AN ADJACENT LOT LINE IS 20 FEET. MAXIMUM BUILDING HEIGHT IS 30 FEET. PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE RIDGELINE AND HILLSIDE PROTECTION AREA.
  5. DSS&E (1-888-344-7233) MUST BE CONTACTED AT LEAST 48 HOURS IN ADVANCE TO MARK LINES BEFORE UNDERGROUND UTILITY WORK IS DONE (VERMONT LAW 30 VSA CHAP. 38).
  6. PROPERTY IS SUBJECT TO STATE OF VERMONT WATER/WASTEWATER PERMIT #WV-3-1482, DATED DECEMBER 11, 2002. THE APPROXIMATE LOCATIONS OF THE BURIED WELL, SEPTIC TANK AND LEACHFIELD ARE SHOWN AS DESCRIBED BY THE LANDOWNER. NO SUBSURFACE EXPLORATION WAS PERFORMED BY THIS FIRM.
  7. THE TOWN HIGHWAY RIGHT-OF-WAYS ARE ASSUMED TO BE 3 RIGGS WIDE (49.5 FEET), CENTERED ON THE EXISTING TRAVELLED WAYS.

LEGEND

⊙	SURVEY CONTROL POINT
⊙	BURIED PROPANE TANK
⊙	APPROX. SEPTIC TANK
⊙	UTILITY POLE
⊙	DRY WIRE
—	HOMESTEAD AREA
- - -	RIGHT-OF-WAY/EASEMENT
- - -	EDGE OF GRAVEL
- - -	5 FT. CONTOUR LINE
- - -	1 FT. CONTOUR LINE
- - -	EDGE OF TREELINE/WOODS
- - -	ZONING SETBACKS
- - -	WIRE FENCE
- - -	WOOD FENCE
- - -	OVERHEAD UTILITY
- - -	STONEWALL

THE SUSAN A. SUNDBSTROM REV. TRUST  
 #935 DANA ROAD  
 POMFRET, VERMONT

TOPOGRAPHIC SITE PLAN

BRAD M. RUDERMAN & ASSOCIATES, INC.  
 28 U.S. ROUTE 5  
 HARTLAND, VERMONT  
 (802) 674 - 4248

SCALE 1" = 30'	APPROVED BRAD M. RUDERMAN	DRAWN BMR
DATE NOV. 28, 2022		SHEET 1 OF 1



**Via First Class Mail and E-Mail**

March 28, 2023

Pomfret Selectboard  
c/o John Peters Jr., Chair  
5218 Pomfret Road  
North Pomfret, VT 05053  
[john.peters@pomfretvt.us](mailto:john.peters@pomfretvt.us)

RE: Estate of Fred J. Eydt Request for Consent to Remove Tree and Perform Vegetation Clearing in Town Right of Way Along Pomfret Road

Dear Mr. Peters,

By this letter, the Estate of Fred J. Eydt (“Estate”) seeks consent from the Town of Pomfret Selectboard pursuant to 19 V.S.A. § 901(2), to the extent such consent is required and was not previously given,<sup>1</sup> to i) remove a certain ash tree within the Town right of way on the easterly side of Pomfret Road in the area immediately to the south of the Estate’s proposed Driveway Access Location (as hereinafter defined) and ii) to conduct vegetation clearing within the Town right of way on the easterly side of Pomfret Road in the area to the south of the Estate’s proposed Driveway Access Location for a distance of approximately 280 feet. This request is in response to the Selectboard’s March 6, 2023 Decision (“Decision”) conditionally granting the Estate a driveway access permit in the location shown on the plans submitted with the Estate’s Driveway Access Permit Application dated January 5, 2023 (said location hereinafter, the “Driveway Access Location”).

Under 19 V.S.A. § 901(2), “A person, other than the abutting landowner or municipality, shall not cut, trim, remove, or otherwise damage any grasses, shrubs, vines, or trees growing within the limits of a town highway without first obtaining the consent of the legislative body.” As a person who is not the abutting landowner, the Estate makes this request for the Selectboard’s consent as it is unclear whether the Selectboard’s Decision provided such consent.

The Estate notes that a separate process is established by statute and by the Town’s Tree Policy for the removal of shade trees in the public right of way. *See, e.g.* 19 V.S.A. § 901(1), 24 V.S.A. § 2501 et seq., Pomfret Tree Policy. Based on the information of which we are aware, the ash tree adjacent to the Estate’s Driveway Access Location has not been designated by the Town as a shade tree pursuant to a municipal tree preservation plan, nor does it otherwise meet the

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<sup>1</sup> To the extent the Selectboard intended its March 6, 2023 Decision to include consent for the Estate to conduct vegetation clearing within the Town right of way along Pomfret Road, the Estate requests the Selectboard clarify that such consent has already been given.

Pomfret Selectboard

March 28, 2023

Page 2

statutory definition of a shade tree. *See* 24 V.S.A. § 2501a. Additionally, the location is not a public place as defined by the Pomfret Tree Policy or applicable statute. *See id.* Thus, the Estate understands that the Pomfret Tree Policy is inapplicable to this request.<sup>2</sup>

The work described herein is anticipated to be completed as soon as weather and contractor availability should permit. The Estate will coordinate with the Town Road Foreman regarding a specific date and time for the tree removal and vegetation clearing once known. The Estate will perform all tree removal and vegetation clearing within the Town right of way in accordance with the applicable standards set forth in the form Town of Pomfret Application for Town Highway Right-of-Way Crossing Permit. Should an application fee be required for this request, please notify me of the amount.

Please contact me should you need any additional information to process this request and please notify me at your earliest convenience of the Town's consent to the above-described work.

This request is made subject to a full reservation of rights and without waiver of the Estate's right to seek judicial review of the Selectboard's March 6, 2023 Decision on the Estate's Driveway Access Permit Application.

Sincerely,

SHEEHEY FURLONG & BEHM P.C.

*/s/ Peter G. Raymond*

Peter G. Raymond, Esq.

PGR/mak

cc via email only:

Jim Potter  
Pomfret Road Foreman  
5218 Pomfret Road  
North Pomfret, VT 05053  
[jim.potter@pomfretvt.us](mailto:jim.potter@pomfretvt.us)

Benjamin Brickner  
Pomfret Selectboard Vice-chair  
5218 Pomfret Road  
North Pomfret, VT 05053  
[benjamin.brickner@pomfretvt.us](mailto:benjamin.brickner@pomfretvt.us)

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<sup>2</sup> To the extent the Town disagrees, the Estate asks that the Town please clarify the process the Town believes is required before the Estate may remove the ash tree.



## **Runamuck 50k ~ South Pomfret, VT**

The Runamuck 50k is a local grass roots event, and will take place on Saturday April 15<sup>th</sup> at Suskadena Six Pomfret, VT

Vermont can offer up some wicked weather conditions in April and Mother Nature usually doesn't disappoint race day!

The course offers 30 miles of dirt country roads 2 miles of pavement with over 3800' ft vertical gain. Because of overlap with the Vermont 100mile course, participants come from across the country and Canada

The event is open to 130 participants for 2023

The Runamuck 50k is sanctioned by USA track & field. Registration opened October 1<sup>st</sup> and is sold out

### **Awards**

This is a hard race... and the weather can be suspect

The Pomfret course record is 3:33:13 in 10' inches of snow and mud.

The top woman is 4:07:32.

And our final finisher (72yrs) hiked the Inca trail just days before joining us in VT and she car camped in a blizzard at Saskadena 6 overnight!

Again, this is a hard race... So we make sure EVERYONE goes home with something!

**For 2023 –**

The first place Female and Male will receive Hardwear from local Artisans

The top 3 men and woman will receive a Runamuck Logo hoodie.

The oldest male and female finishers go home with Runamuck hoodies, and so does the last place finisher! We take last place seriously... they also get a lunch gift certificate for their effort!

For the women we have “run inspired” bracelets from Blue Collar Runners to be awarded to:

The youngest finisher. And first time 50k

**EVERYONE** goes home with a Runamuck Logo Stainless cup

\*\*\*Gift Certificates... Lunch gift certificates are given out to the person who traveled the furthest, the top couple, the oldest finisher, first time 50k, last place, and to some folks who Absolutely deserve lunch for their effort!

**2023 Sponsors ~ Maria Chambers Potter, Blue Collar Runners**

### **Sponsorship**

Sponsorship will include being announced on our Facebook page, which has a dedicated reach of over 3000! Being tagged in all fb correspondence, including our news feed,.

Sponsorship will also include inclusion in all email updates to participants which includes VIP's as well as printed materials promoting the event.

**Links to The Runamuck 50k on Ultrasignup, facebook, and the course map**

<https://www.strava.com/routes/7702295>

<https://www.facebook.com/Runamuck-50k-453018411482537/>



**Runamuck 50k ~ Saturday April 15<sup>th</sup>**  
**Saskadena 6 South Pomfret, Vermont**  
Jonathan Vass Race director - 802-██████████

• **Site selection** – The April 15th Runamuck 50k is to be held at Suskadena Six, 247 Stage Rd. Pomfret Vt. The race is run on back country dirt roads with very minimal local traffic. The course is 27mi dirt roads, 4mi pavement. The race will begin at 8:15 am with a hard shutdown at 4pm. The course will be swept and remaining runners pulled.

• **Course Routing** – The race is run on dirt country roads with minimal local traffic. There will be signs posted at major intersections. The course and intersections will be marked with signage... Race in Progress / runners in road.

• **Course Marking** – A course map is published on our facebook page – and will be sent out along with turn by turn directions. The course will be marked with red arrows ~ signage. Signs with Red arrows will also be placed 25 yards from each turn, at the turn and 10 yards past the turn, along with an arrow every mile or as needed to assure runners they are on course.

The course will be marked Friday prior to the race and removed by Sunday morning.

• **Course Marshalls** – At least (6) Volunteer course marshals will be located throughout the course, at critical turns throughout the day, and at (2) aid stations

**Aid Stations** - 2 aid stations will be provided on course plus 2 additional water stops at miles 6 and 27. Runners will wear bibs that course marshals have the corresponding numbers so we can identify each runner in case of emergency. There will also be a “roving” sweeper that will loop the course.

• **Medical** – The Town of Pomfret Fast Squad and Barnard Fire Department are located on course and within a few miles of the start finish and they will be notified of the event date, sent a map of the course and turn by turn directions.

Dartmouth Hitchcock Medical Center and Mt Ascutney Hospital are located 30 minutes from the start / Finish and will be provided the date of event and a course map.. The Start/Finish and (2) aid stations will be provided full first aid kits along with bib numbers.

Here is a link to the course map. And I have attached turn by turn directions

<https://www.strava.com/routes/7702295>

• Our facebook page. <http://www.facebook.com/runamuck-50k-4531842537/>

• Roving APRN / EMT will handle “on-course” logistics and sweeping and will carry first aid kit

**TOWN OF POMFRET**  
APPLICATION FOR LARGE EVENT PERMIT

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

Applicant Name: Jonathan Vass Phone: 802- [REDACTED] Email: [REDACTED]  
Mailing Address: 161 Brothers Rd, Hartland State: Vt Zip: 05048

Event Name: Ronanuck 50K

Event Date(s): 4/15/23

Event Hours: 7am - 5pm Anticipated Attendees: 130

Event Contact Name: Jonathan Vass Phone: 802- [REDACTED] Email: [REDACTED]

Has the event been held in Pomfret before?  Yes  No If yes, when? 2016, 17, 18, 19

Please provide a brief description of your event and its location: I have attached  
a full description of the event and its location  
along with emergency information  
I will be providing liability insurance thru USAT & F

**Will your event involve any of the following?**

- Use of a Town Highway or Right of Way  Yes  No If yes, a Permit to Hold an Event on Public Street(s) may be required. Please contact clerk@pomfretvt.us.
- Use of other Town Property  Yes  No ? If yes, general liability insurance in the amount of \$1,000,000 per occurrence and naming the "Town of Pomfret" as additional insured may be required. Please contact clerk@pomfretvt.us.
- Catering of Alcoholic Beverages  Yes  No If yes, a Request-to-Cater Permit may be required. Please visit www.liquorcontrol.vermont.gov.

**Additional Requirements**

- Zoning:** Some zoning requirements may still apply to events that otherwise do not require a zoning permit. Please contact the Zoning Administrator at karen.hewitt@pomfretvt.us.
- Sanitation:** Sufficient sanitation facilities and waste removal must be provided. Compliance with the Vermont Universal Recycling Law is required.
- Parking:** Sufficient off-street parking must be provided. No parking is permitted that interferes with ordinary roadway maintenance (including winter plowing) or otherwise reduces the usable travelled way to less than twelve (12) feet.
- Safety:** Upon request, organizers may be required to have a medic on site and/or provide traffic control. Adequate emergency vehicle access must be maintained for the event duration.
- Nuisance:** Organizers are responsible for preventing public nuisances that create dangerous, injurious or noxious conditions that adversely affect the reasonable use of adjoining or nearby properties.

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

Jonathan Vass  
Applicant Signature

Jonathan Vass  
Applicant Printed Name

3-7-23  
Date

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

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

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

Condition(s) of Approval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PERMIT APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Selectboard Chair



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 Runemoch Sok  
PHONE 802- [REDACTED]  
ADDRESS 161 Brothers Rd Hartland, VT 05048  
CONTACT PERSON Jonathan Vass PHONE 802- [REDACTED]  
LOCATION OF ASSEMBLY AND BEGINNING OF EVENT Saskadewa Six, 247 Stage Rd  
ROUTE ON PUBLIC HIGHWAYS (attach map showing route) Pomfret, VT 05067  
Attached with turn by turn directions

TRAFFIC CONTROL (if any) \_\_\_\_\_  
EVENT DATE(S) 4/15/23 HOUR (start) 7AM (end) 3pm  
ESTIMATED NUMBER OF PARTICIPANTS 130

Jonathan Vass 3/26/23  
Authorized Representative Date

CONDITIONS:

\_\_\_\_\_  
Approved Denied Town Representative Date

## Runamuck 50k turn by turn directions

Left on Stage Rd

Rt on Lime pond

Left on Sayer Rd

Rt on Royalton Turnpike

Rt on East Barnard rd

Rt on Broad brook Rd Aid Station #1

Left on Webster Hill

Left on Skyline dr

Rt on Allen Hill

Left on Pomfret Rd

Rt on Dana Rd

Rt on Old Kings Hwy

Left on Cloudland ( out and Back 1 mi. ) Aid Station #2

Left on Galaxy Hill Rd

Rt on Pomfret Rd

Left on Webster Hill

Left on Sayer

Left on Lime Pond

Left on Stage Rd

Rt Finish Saskadens Six 31.2 mi / 3724' vertical feet

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, RUNAMUCK SOX (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: 3/26/23

Print Name: Jonathan Vass

Sign Name: [Signature]

Witness: [Signature]

<b>CERTIFICATE OF INSURANCE</b>		<b>PRINT DATE:</b> 3/17/2023			
		<b>CERTIFICATE NUMBER:</b> 20230317961985			
<b>AGENCY:</b>					
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.			
<b>NAMED INSURED:</b>		<b>INSURERS AFFORDING COVERAGE:</b>			
USA Track & Field, Inc. Runamuck 50k 130 East Washington Street, Suite 800 Indianapolis IN 46204		INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489			
<b>EVENT INFORMATION:</b>					
Runamuck 50k (4/15/2023 - 4/15/2023)					
<b>POLICY/COVERAGE INFORMATION:</b>					
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.					
<b>INS</b>	<b>TYPE OF INSURANCE:</b>	<b>POLICY NUMBER(S):</b>	<b>EFFECTIVE:</b>	<b>EXPIRES:</b>	<b>LIMITS:</b>
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b>					
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 (RSCG 03 03)					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)					
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).					
Excess policy follows form of underlying General Liability.					
<b>CERTIFICATE HOLDER:</b>			<b>NOTICE OF CANCELLATION:</b>		
Town of Pomfret 5218 Pomfret Road North 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.		
			<b>AUTHORIZED REPRESENTATIVE:</b>		
					



# VERMONT

AGENCY OF TRANSPORTATION

## FY Municipal Highway Grant Application

APPLYING FOR:  Structures  Class 2 Roadway  Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

DUNS #: Grantee FY End Month (mm format):

DISTRICT CONTACT (name):

Phone: E-Mail:

### SCOPE OF WORK TO BE PERFORMED BY GRANTEE

**Location of Work.** The work described below involves the following town highway / structure:

TH# \_\_\_\_, (Name)\_\_\_\_\_ which is a class \_\_\_\_ town highway.

Bridge #\_\_\_\_\_, which crosses \_\_\_\_\_

Culvert # \_\_\_\_, for which the original size was \_\_\_\_\_ and the replacement size is \_\_\_\_\_

Causeway: \_\_\_\_\_

Retaining Wall: \_\_\_\_\_

Latitude: Longitude: MM (If Available):

### Problem:

### Reason For Problem:

### Proposed Scope of Work:

### Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

Municipality has adopted Codes & Standards that meet or exceed the State approved template? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Municipality has a current Network Inventory? YES NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	Masonry Structure
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work
Other:	
PROJECT DESCRIPTION: (check all that apply)	
<input type="checkbox"/> The project involves engineering / planning only	<input type="checkbox"/> The project consists of repaving existing paved surfaces only
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input type="checkbox"/> All work will be done from the existing road or shoulder
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input type="checkbox"/> YES <input type="checkbox"/> NO	

**Below this line to be filled in by VTrans staff:**

Recommended Award Amount:

District Staff Approval: (name) \_\_\_\_\_ Date: \_\_\_\_\_

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.



Wild Apple Road - 15' Span Rigid Frame Culvert

3/28/2023

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>Construction</b>					
1	Mob/Demob/General Conditions (~10%)	1	LS	\$30,000	\$30,000
2	Stream Bypass/Dewater	1	LS	\$10,000	\$10,000
3	Bypass Road Efforts	1	LS	\$0	\$0
4	Site Excavation/Preparation	400	CY	\$30	\$12,000
5	Ledge Removal	30	CY	\$300	\$9,000
6	CIP Concrete Footers	40	CY	\$1,200	\$48,000
7	Rigid Frame Purchase-Transport	1	LS	\$100,000	\$100,000
8	Rigid Frame Set/Install	1	LS	\$50,000	\$50,000
9	Structural Backfill and Road Base Material	300	CY	\$60	\$18,000
10	Stone Armor/Boulder Wingwalls	200	CY	\$70	\$14,000
11	Guardrail and End Treatments	150	LF	\$100	\$15,000
12	Site Restoration	1	LS	\$10,000	\$10,000
<b>Construction Total</b>					<b>\$316,000</b>
<b>Engineering, Management, and Administrative</b>					
1	Design and Permitting (Previously Funded By Town)	1	LS	\$0	\$0
2	Legal/Easements	1	LS	\$1,000	\$1,000
3	Bid and Construction Phase Engineering (~5% of Construction)	1	LS	\$15,000	\$15,000
<b>Eng, Management, Admin Subtotal</b>					<b>\$16,000</b>
<b>Construction + Engineering</b>					<b>\$332,000</b>
<b>Construction Contingency (10%)</b>					<b>\$31,600</b>
<b>Estimated Project Total</b>					<b>\$363,600</b>
<b>USE (2024 Dollars):</b>					<b>\$365,000</b>

- Note
1. Unit costs based on VTrans Average Price List, supplier quotes, and bid information from previous projects.
  2. Assumes Vtrans MAB process does not apply.
  3. As of the date of this estimate, bid pricing in Vermont has been unpredictable and high. Likely causes are limited workforce/contractors, many projects on the market, fuel and material escalation. Projections beyond 2024 should be re-evaluated.
  4. Given location and drainage size, it is assumed Army Corps and VT ANR Streams for Permitting.
  5. Based on feedback from Town, bypass road is note needed as Class 4 section of Wild Apple is passable by emergency vehicles during construction.

**WARNING  
TOWN OF POMFRET  
SPECIAL TOWN MEETING 2023<sup>1</sup>**

The legal voters of the Town of Pomfret, Vermont are hereby warned and notified to meet in [The Prosper Valley School multipurpose room (a/k/a gymnasium), 1071 Pomfret Road, Woodstock, Vermont 05091],<sup>2</sup> on [Saturday, May 20, at 7:00 PM]<sup>3</sup> to transact the following business from the floor:

1. Shall Pomfret elect its town officers by Australian ballot pursuant to 17 V.S.A. 2680(b)?
2. Shall Pomfret adopt all budget articles by Australian ballot pursuant to 17 V.S.A. 2680(c)?<sup>4</sup>
3. Shall Pomfret vote on all public questions by Australian ballot pursuant to 17 V.S.A. 2680(d)?<sup>5</sup>
4. Shall Pomfret change the date of its annual town meeting to the [third] day preceding the first Tuesday in March pursuant to 17 V.S.A. 2640(b)?<sup>6</sup>

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

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<sup>1</sup> **Note to Selectboard:** Per 17 V.S.A. 2641(b), this warning “shall be published in a newspaper of general circulation in the municipality at least five days before the meeting”.

<sup>2</sup> **Note to Selectboard:** Per the Easement Deed recorded in Book 80, Pages 264-268 of the Pomfret Land Records, the Town of Pomfret has an easement to use “the multipurpose room (a/k/a gymnasium) in the Prosper Valley School building . . . as the location of the Annual Town Meeting and any special Town of Pomfret meetings and for voting associated with said meetings.”

<sup>3</sup> **Note to Selectboard:** Per 17 V.S.A. 2641(a), this warning must be posted not less than 30 nor more than 40 days before the meeting (i.e., not before April 10 nor after April 20 for a May 20 special town meeting).

<sup>4</sup> **Note to Selectboard:** In the alternative, “Shall Pomfret adopt its [insert one or more specific budget articles, e.g. “highway budget article”] by Australian ballot pursuant to 17 V.S.A. § 2680(c)?”

<sup>5</sup> **Note to Selectboard:** In the alternative, “Shall Pomfret vote on [insert the specific public question(s)] by Australian ballot pursuant to 17 V.S.A. § 2680(d)?”

<sup>6</sup> **Note to Selectboard:** In the alternative, “Shall the town change the date of its annual town meeting to the [insert “first” or “second”] day preceding the first Tuesday in March pursuant to 17 V.S.A. § 2640(b)?”



Dated this [5th] day of April, 2023,  
by the Selectboard of the Town of Pomfret:

---

John Peters Jr., Chair

---

Benjamin Brickner, Vice-Chair

---

Steve Chamberlin

---

Meg Emmons

---

Emily Grube

## TOWN OF POMFRET

### Administrative Policy on Delinquent Tax Collection

The purpose of this policy is to establish clear guidelines so that all delinquent taxpayers will be treated fairly and will know what to expect.

#### 1. Correspondence

All correspondence will be mailed to the last known address of the owner of record. It is the responsibility of the owner of record to provide the Town of Pomfret with the correct mailing address.

#### 2. Tax Due Dates

The Town's tax year runs from July 1 to June 30. Taxes are due in two equal installments, [typically on the third Friday in August 19<sup>th</sup>](#) and [the first Friday in February 10<sup>th</sup>](#), [but the actual due dates will be shown on the tax bill mailed to you each year](#). For each tax year, any taxes not paid by the last installment date shall be considered delinquent. Tax payments must be received by the Town Tax Collector or sent to the Tax Collector at the Town of Pomfret, 5218 Pomfret Road, North Pomfret, Vermont 05053; on or before the dates they are due in order to avoid interest and penalty.

#### 3. Interest Charges and Delinquent Tax Penalty Charge

(a) *Interest Charges:* On the day immediately following a tax due date, interest will be charged on the unpaid portion of that installment. Subsequently, interest will be charged on the unpaid portion of that installment [on or after the first day of](#) each month at a rate of 1.0% per month [for any fraction thereof](#).

(b) *Delinquent Tax Penalty Charge:* On the day immediately following the last installment due date ~~of February 10<sup>th</sup>~~, an 8.0% penalty will be added to the principal amount of any taxes not paid by the last installment due date.

[Interest and penalties on delinquent taxes are approved by the voters each year and cannot be waived or adjusted by the Town Tax Collector or any other official.](#)

#### 4. Tax Abatement

Pursuant to the provisions of statute 24 V.S.A § 1535, the delinquent tax payer may request abatement from the Town of Pomfret Board of Civil Authority in whole or part of taxes, interest and penalties accruing to the Town in the following cases:

(a) Taxes of persons who have died insolvent;

- (b) Taxes of persons who have removed from the State;
- (c) Taxes of persons who are unable to pay their taxes, interest, and collection fees;
- (d) Taxes in which there is manifest error or a mistake of the Listers;
- (e) Taxes upon real or personal property lost or destroyed during the tax year; and
- (f) Any other basis for abatement as authorized by law.

Requests for abatement should be made with the Town Clerk at (802) 457-3861 or addressed to the Board of Abatement, in care of the Town Clerk, 5218 Pomfret Road, North Pomfret, Vermont 05053.

## 5. Notification of Delinquent Taxes

After the last installment due date, the Town Treasurer will send a warrant to the Delinquent Tax Collector. As soon as the warrant has been received by the Delinquent Tax Collector, the Delinquent Tax Collector will send a notice to each delinquent taxpayer indicating the amount of taxes, penalty and interest owed. The amount must be paid in full within thirty (30) days or tax sale proceedings can be initiated.

## 6. Payment Agreements

Payment agreements may be made with the Delinquent Tax Collector which shall pay the delinquency in full before the final due date of the next year's bill. Special circumstances will be considered.

Payment agreements shall be in writing and the Delinquent Tax Collector must approve the agreement in writing. Failure to make a payment as scheduled would constitute default and the property could be subject for tax sale proceedings.

## 7. Partial Payments

Allocation of partial payments will be applied proportionately between the outstanding tax, interest and penalty payments due.

## 8. Delinquent Tax Collection Procedures

(a) If the amount due is less than \$500-1,000 and no satisfactory payment arrangements have been made, or if the prior payment agreement has not been met, the Delinquent Tax Collector can file a complaint with small claims court.

(b) If the amount due is \$500-1,000 or more and no satisfactory payment arrangements have been made, or if the prior arrangement has not been met, the Delinquent Tax Collector can file a complaint with small claims court or initiate procedures for tax sale

pursuant to 32 V.S.A. § 5252 *et seq.* to sell the entire property, or if requested by the tax payer pursuant to 32 V.S.A. § 5254(b) as much of the property as is necessary to pay the tax, plus costs and fees. These proceedings shall include:

- The Delinquent Tax Collector will notify the taxpayer ~~and all mortgage and lien holders by return receipt certified mail of the tax sale decision,~~ by first class mail of the date by which full payment must be received, and ~~the costs to expect once the sale process begins~~ that a tax sale proceeding is possible if full payment is not received by the deadline date.
- If the deadline date has passed and full payment has not been received, the Delinquent Tax Collector will proceed with a tax sale according to the procedures specified in 32 V.S.A. § 5252.
- The Delinquent Tax Collector will ~~advertise~~ arrange for advertising of the Notice of Tax Sale in the local paper(s) for three consecutive weeks, with the last publication ~~will be~~ at least ten days ~~if delinquent tax payer lives in town or at least 20 days if the delinquent tax payer lives out of town~~ prior to the tax sale date.
- The Delinquent Tax Collector shall also post a tax sale notice in public places in Town detailing when and where the sale will be conducted.
- Costs of preparing and conducting the sale, including legal fees up to a maximum of 15% of the amount of the delinquent tax, will be charged to the delinquent taxpayer.

## 9. Excess Amount

If the purchase price at the tax sale exceeds the taxes, interest, penalty and tax sale charges and costs due, the excess amount can be placed in an escrow ~~in the Current Owner of Record's name~~ account for the benefit of the current owner of record and made payable after the redemption period has ~~past or if the property has been redeemed or it can be immediately be made payable to the Current Owner of Record at the discretion of the Delinquent Tax Collector and Selectboard~~ passed.

## 10. Redemption Period

The ~~Current Owner of Record and~~ current owner of record or lien holders of property sold at tax sale ~~has~~ have one year from the date of tax sale in which to redeem the property pursuant to 32 V.S.A. § 5260. The redeeming party must pay the sum for which the property was sold together with 1.0% interest per month on that amount, to the Town of Pomfret in order to redeem the property. The redemption amount should immediately be forwarded to the purchaser at tax sale. Also at that time, the Delinquent Tax Collector will ~~execute~~ arrange for

[the execution of](#) a Notice of Redemption and record the Notice of Redemption in the Pomfret Land Records.

#### **11. Collector's Deed**

If the property is not redeemed, the Delinquent Tax Collector will execute a Tax Collector's Deed to pass title from the delinquent taxpayer to the purchaser pursuant to 32 V.S.A. § 5261. When the property is transferred to the purchaser by ~~collector's~~ [Tax Collector's](#) deed after the redemption period has expired, it is the responsibility of the purchaser to pay the transfer tax and to file a property transfer return when the deed is filed [for recording](#) with the ~~town clerk~~ [Town Clerk](#) pursuant 32 V.S.A §§ 9604-6.

[\[Remainder of page intentionally blank. Signature page follows.\]](#)

~~Approved~~ APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~ 2023, in Pomfret, Windsor County, State of Vermont.

\_\_\_\_\_  
Benjamin Brickner

\_\_\_\_\_  
~~Sheila Hopkins, Chair~~

\_\_\_\_\_  
~~Michael Reese~~

\_\_\_\_\_  
Steve Chamberlin

\_\_\_\_\_  
Meg Emmons

\_\_\_\_\_  
Emily Grube ~~Scott Woodward~~

\_\_\_\_\_  
~~Frank Perron~~

\_\_\_\_\_  
John Peters Jr.

**PROSPER VALLEY SCHOOL USE AGREEMENT**

This Agreement, dated this 28<sup>th</sup> day of June, 2018, (the "Agreement") is by and among the **TOWN OF POMFRET**, a Vermont municipality in the County of Windsor and the State of Vermont, (the "Town") and the **POMFRET TOWN SCHOOL DISTRICT**, a Vermont municipality in the County of Windsor and State of Vermont, (the "School District," the Town and School District are collectively referred to herein as the "Parties").

**WITNESSETH**

**WHEREAS**, by Warranty Deed of Richard G. Harding, dated August 9, 1989, and recorded in Volume 38, Page 194 of the Town of Pomfret Land Records, the School District acquired a 35.4-acre, more or less, parcel of land on the westerly side of Pomfret Road (a/k/a Stage Road) (Town Highway #1) on which it erected a school building now known as the Prosper Valley School (the "Property" hereinafter); and

**WHEREAS**, , the Town and its designees also use Property for active and passive uses, either as part of organized programs or through informal arrangements with Town residents and their invitees; and

**WHEREAS**, upon conveyance of the Property to the Windsor Central Modified Unified Union School District ("WCMUUSD"), the Parties desire for the Town to continue its use of the Property for educational, community and recreational activities, as set forth in more detail below.

**NOW THEREFORE**, in consideration of these mutual premises and covenants herein contained, and other good and valuable consideration, the Town, acting by and through its Selectboard, and the School District, acting by and through its School Board, covenant and agree as follows:

1. **Applicability and Term.** This Agreement governs the Parties' use of the Property for an initial term of five (5) years from the date hereof. This term may be extended by mutual agreement of the Parties for an unlimited number of successive five-year periods for so long as the School District or its successor, the WCMUUSD, operates the Prosper Valley School on the Property. Should the Prosper Valley School close and the Property cease to be used for educational purposes for a period of two consecutive years, then this Agreement shall terminate and be of no further force and effect.

2. **Priority of Use and Allowed Uses.** The School District is committed to maintaining school property and facilities in good condition for the public education of the students of the School District. Use of the Property and School District

STITZEL, PAGE &  
FLETCHER, P.C.  
ATTORNEYS AT LAW  
171 BATTERY STREET  
P.O. BOX 1507  
BURLINGTON, VERMONT  
05402-1507

277

facilities for public, educational and, on an occasional basis, other purposes, for the benefit of the students and taxpayers of the School District is permitted, so long as such use does not conflict with, detract from, or otherwise limit, School District-sponsored activities. Use of facilities shall be consistent with the following terms and conditions; provided, however, that the School District shall have the final decision-making authority concerning whether a use conflicts with, detracts from or otherwise limits School District-sponsored activities and whether a use is consistent with the below terms and conditions.

a. Priority of Use. The Property and School District facilities shall be made available so as to preserve the following priority of use:

- i. Category 1. School Activities and School-Sponsored Activities. First priority is to have all facilities available for public school purposes, including, but not limited to, instruction, extracurricular and co-curricular activities, and other school-sponsored activities and events. Such purposes shall have first priority as to use, and no school facility or portion thereof shall be contracted for or dedicated to any other purpose, except on an occasional basis, as further set out below, so as to maintain this availability.
- ii. Category 2. School-Related and School-Supporting Activities. Second priority shall be use by organizations or groups, the express purpose of which is to provide benefit and support to the Prosper Valley School and any of its public school functions. Such uses may include, but are not limited to, use by parent-teacher organizations, booster clubs, and fund-raising activities whose purpose is to benefit the Prosper Valley School or other public schools in the WCMUUSD.
- iii. Category 3. Student Groups. Third priority is use by student-led groups, which are not school-sponsored, but whose members are drawn solely from the Prosper Valley School student body, and whose activities and meetings are organized and conducted solely by Prosper Valley School students.
- iv. Category 4. Other Groups Providing Student Benefit/Services. Fourth priority includes activities designed to provide educational opportunities that will allow a student to benefit from curricular, extra-curricular or post-secondary endeavors which enhance or further educational opportunities for Prosper Valley School students generally. Examples include, but are not limited to non-profit athletic, artistic or similar groups, offering activities which provide opportunities for enrichment of the educational experience,



and of a kind or at a level not otherwise generally available to the Prosper Valley School student population. Such uses shall be limited to occasional use. In the event that such a use is otherwise approved, the duration of a course may be for up to a semester, so long as only a regular classroom is being used for the course.

- v. Category 5. Use by Other Public Entities. Fifth priority is use by other public entities, for events or programs which are open to the general public. Such uses include, but are not limited to, use for post-secondary education offerings by a public post-secondary school, use by a recreation department of a town whose school district is a member of the WCMUUSD, or use as a site for a public civic function, such as a public meeting on a legislative or municipal issue. Public entities include municipalities, local, State and federal governmental entities, subdivisions, or agencies or organizations or programs operated by such entities.
- vi. Category 6. Use by Private Groups for Courses. Sixth priority is for private entities offering occasional post-secondary courses, for credit, at an accredited program of post-secondary education, to residents and/or teachers/staff of the WCMUUSD and its member districts. In the event that such a use is otherwise approved, the duration of the course may be for a semester basis, so long as only a regular classroom is being used for the course.
- vii. Category 7. Other Occasional Uses. An "occasional use" of the facilities by an entity not described in previous categories, may be permitted by the School Board in its sole discretion, for an educational, charitable or community purpose, where such use would not otherwise conflict with School District-sponsored activities, and subject to specific terms and conditions consistent of this Agreement.

b. Specific Users. Subject to the terms and conditions herein and in addition to the uses of the Property allowed by an Easement Deed between the Parties of approximately even date herewith, the Parties agree that portions of the Property or facilities thereon may be used specifically by or for the following:

- i. Youth Groups. Meetings of Boy or Girl Scouts and related youth and community groups, including but not limited to Big Brothers/Big Sisters, Future Farmers of America, 4-H and Boys and Girls Clubs of America shall have access and use of the Prosper Valley School multipurpose room (a/k/a gymnasium) free of charge. These youth and community groups shall be responsible to set up for such meetings, to

deposit all trash, rubbish and refuse in appropriate containers or receptacles, and to clean-up and remove any items from the Prosper Valley School multipurpose room upon the conclusion of such meetings.

- ii. Thursday Night Volleyball. The "Thursday night volleyball" group shall have access and use of the Prosper Valley School multipurpose room (a/k/a gymnasium) free of charge. The Thursday night volleyball group shall be responsible to set up for its matches and games, to deposit all trash, rubbish and refuse in appropriate containers or receptacles, and to clean-up and remove any items from the Prosper Valley School multipurpose room upon the conclusion of such matches and games.
- iii. Other Meetings and Events. Non-Town-funded, -associated or -organized meetings and/or community-related events, including but not limited to vendor events benefitting local causes, may use the multipurpose room (a/k/a gymnasium) or auditorium at the Prosper Valley School upon at least thirty (30) day's advanced notice to, and with the advanced, written consent of, the School District or its designee, which consent shall not be unreasonably withheld, conditioned or delayed. The parties responsible for organizing said meetings and/or events shall be responsible to set up for its meetings and/or events, to deposit all trash, rubbish and refuse in appropriate containers or receptacles, and to clean-up and remove any items from the Prosper Valley School multipurpose room or auditorium upon the conclusion of such meetings and/or events.

All users agree to use school facilities appropriately, to oversee treatment of the facilities by those involved in the use, and to leave the facility in at least as good condition as it was in at the time they commenced their use, reasonable wear and tear excepted.

Where deemed appropriate or necessary, the Principal of Prosper Valley School or his/her designee may require that a user contract for custodial services; pay an extra maintenance fee; provide a monetary deposit prior to use; or take such other steps as may be necessary to assure that the School District does not incur any extra expense as a result of the use. A use may be canceled or terminated where these terms are not complied with

3. Supervision. The Town shall provide adequate personnel to supervise Town activities held on the Property, and the School District shall provide adequate personnel to supervise School District activities the Property. Each party shall

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prepare/set-up, supervise and clean-up facilities and fields used by that party after regular hours of operation. School District administrative, athletic and security staff will have authority to supervise student behavior during school or other School District-sponsored activities or functions on the Property during the school year.

4. **School District Policies.** The Town hereby agrees that all laws applicable to the School District and all School District policies shall apply to the Property and School District facilities, including but not limited to all federal, state, local laws, rules, regulations and policies of the School District, WCMUUSD and the Windsor Central Supervisory Union. Use of alcohol, tobacco, firearms, marijuana and illegal drugs on the Property or in School District facilities is specifically prohibited.

5. **Cooperation Required.** The Parties acknowledge that various documents and proposals may be created, shared and executed to enable continued shared use of the Property. As a result, the Parties shall cooperate to bring all pending matters between them regarding the Property to a close in a manner that will allow continued use of the Property as provided herein and in an Easement Deed of approximately even date herewith. This cooperation may include, but is not limited to, preparing, supporting and executing transactional and conveyance documents, joint or coordinated applications to the Town's zoning authorities or any other regulatory agency, all consistent with the terms of this Agreement.

In conjunction with the foregoing, representatives of the Parties will meet annually to review the terms of this Agreement. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment or addendum hereto signed by the Parties.

6. **Non-Discrimination.** The School District prohibits discrimination on the basis of unlawful criteria such as race, color, religion, national or ethnic origin, age, sex, sexual orientation, marital status, disability, or gender identity or expression, as those terms are defined under applicable law, in administering its educational policies, athletic programs, and other institutionally administered programs or activities made available to students. The Town agrees to adhere to and be bound by this non-discrimination policy.

7. **Insurance.** The Town agrees to provide liability insurance covering its respective activities on the Property in the amount of not less than \$1,000,000 per individual and \$1,000,000 per average occurrence for bodily injury and property damage. The School District shall provide property insurance coverage for the Property. Each party shall deliver to the other party certificates of the required insurance coverage upon demand by the other party, which certificates shall provide that no cancellation, reduction in amount or material change in coverage

shall be effective until at least thirty (30) days after receipt of written notice thereof by the other party.

8. **Non-endorsement Clause.** Use of the Property or School District facilities shall not constitute and shall not be considered an endorsement of said group or entity, or of its use or activity, policies, opinions, agendas, actions or beliefs. Any person or entity using the facility shall clearly state the identity of the presenting entity or individual, in all promotional materials, advertising, signs, and descriptions of the activity or event, and shall clearly state that the activity is NOT sponsored or endorsed by the School District, WCMUUSD or Windsor Central Supervisory Union.

9. **Indemnification.** The Town and the School District shall each agree to indemnify, defend and hold harmless the other party and its officers, board members, employees, agents, representatives, successors and assigns from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Property and School District facilities. In the event either party hereto has or receives actual or constructive notice of any claims to which the foregoing indemnification clause may apply, that party shall immediately notify the other party in writing that a claim to which this indemnification clause may apply has been filed or made.

10. **Dispute Resolution.** In the event a dispute arises as a result of the implementation of this Agreement, resolution shall be addressed by the Parties in the following sequential order with each having a thirty-day period to meet:

- a. The Selectboard Chair or its designee and the Principal of the Prosper Valley School.
- b. The Selectboard Chair or its designee, a Selectboard member or designee, the School District Superintendent and the School District Board Chair or its designee.
- c. The Town Selectboard and the School Board.

If the dispute cannot be settled through direct discussions between the above parties, the Parties shall endeavor to settle the dispute by mediation before a mutually agreed-upon mediator within ninety (90) days of the date of a writing from either party indicating that discussions between those identified in Section 10(c), above, have failed and before commencement of any binding dispute resolution procedures

11. **Other Dispute Resolution Processes.** If neither direct discussions nor mediation successfully resolve the dispute, the Parties agree that arbitration

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shall be used to resolve the dispute. Arbitration shall be in Windsor County, Vermont pursuant to the Rules of the American Arbitration Association, unless the Parties mutually agree otherwise. Within thirty (30) days of an unsuccessful mediation session described in Section 10, above, a written demand for arbitration shall be filed with the American Arbitration Association and the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction.

12. **Costs of Dispute Resolution.** The Parties agree that they shall each bear their own costs, fees and expenses, including attorneys', experts' and witness' fees, incurred in connection with any dispute resolution proceedings. If a third-party mediator or arbitrator is retained in any dispute resolution proceeding, the Town and the School District shall share equally the costs of such third-party mediator or arbitrator.

13. **Assignment.** The Town may not assign its interest in this Agreement without the prior written consent of the School District, which shall not be unreasonably withheld, conditioned or delayed. The School District may only assign its interests hereunder to the WCMUUSD within the next year without the consent of the Town. Any other assignment by the School District or WCMUUSD shall require the Town's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

14. **Notices.** Any notice or other communication to be given hereunder shall be in writing and mailed, certified with return receipt requested, or e-mailed, or sent by facsimile, or sent by nationally recognized overnight courier (e.g., Federal Express) to such party at the address or number set forth below:

If to Town: Town of Pomfret  
Attn: Selectboard Chair  
5218 Pomfret Road  
Pomfret, VT 05053  
Telephone No. 802-457-3861  
Email: [frank.perron@pomfretvt.us](mailto:frank.perron@pomfretvt.us)

If to School District:

Prior to July 1, 2018: Pomfret Town School District  
Attn: School Board Chair  
1071 Pomfret Road  
P.O. Box 130  
South Pomfret, VT 05067

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Telephone No.: (802) 457-1234  
Email: \_\_\_\_\_@\_\_\_\_\_

After July 1, 2018:

WCMUUSD  
Attn: Superintendent  
70 Amsden Way  
Woodstock, VT 05091  
Telephone No. 802-457-1213  
Email: [mbanios@wcsu.net](mailto:mbanios@wcsu.net)

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed by certified mail, return receipt requested, when deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by facsimile, upon the sender's receipt of a confirmation report generated by the sending machine; (iii) if emailed, upon transmission unless the sender receives an automatically generated message indicating delivery failure or that the recipient is "out of office", or (iv) if sent by overnight courier service, next-day after sending.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.

16. **No Waiver.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power or remedy which the Parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

19. **Joint Drafting.** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall

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be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

20. **Entire Agreement; Amendment.** This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth.

21. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and the Parties shall use their best efforts to construe and implement the Agreement in accordance with the intent expressed herein

22. **Recording.** The Parties hereto agree that any party may record this Agreement in the Town of Pomfret Land Records without further consent from the other Parties.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

[End of Text. Signature Page Follows.]

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**ACKNOWLEDGMENT OF ARBITRATION.** This Agreement contains an agreement to arbitrate. After signing this document, the Parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Parties agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals as of the date set forth above.

**TOWN OF POMFRET**

Ethan Desjardins  
Witness

By: Frank E. Perren Jr.  
Frank E. Perren Jr., Selectboard Chair and  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WINDSOR, SS.

At Pomfret, Vermont, this 3<sup>rd</sup> day of JULY, 2018, personally appeared Frank E. Perren Jr., Selectboard Member and Duly Authorized Agent of the **TOWN OF POMFRET**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of the **TOWN OF POMFRET**.

Before me,

[Signature]  
Notary Public  
My commission expires: 02/10/19

**POMFRET TOWN SCHOOL DISTRICT**

Linda Laporte  
Witness

By: [Signature]  
Patricia Kuzmickas, School Board Chair  
and Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF WINDSOR, SS.

At ~~Pomfret~~ Woodstock, Vermont, this 28 day of June, 2018, personally appeared Patricia Kuzmickas, School Board Chair and Duly Authorized Agent of the **POMFRET TOWN SCHOOL DISTRICT**, and she acknowledged this instrument, by her subscribed, to be her free act and deed and the free act and deed of the **POMFRET TOWN SCHOOL DISTRICT**.

Before me,

[Signature]  
Notary Public  
My commission expires: 02/10/19

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**RECEIVED & RECORDED**  
WNDSCHN118-002 Final Prosper Valley School Use Agreement - Pomfret TSD and Pomfret 06-27-18 rea.docx  
On JULY 6, 2018  
At 7:45 A.M.  
Book 80 Page 276-85  
[Signature]  
TOWN CLERK - POMFRET, VT



Town of Pomfret Selectboard  
Draft Meeting Minutes  
March 15, 2023

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

Public: Gennie Lawrence, Nancy Matthews (Auditor), Ellen DesMeules (Treasurer), Becky Fielder (Town Clerk), Karen Osnoe (Delinquent Tax Collector, ZA), Jack Pearsons, Cynthia Hewitt (Selectboard Assistant)

1. Call to Order – Emily called the meeting to order at 7:01 pm.
2. Public Comment – Gennie Lawrence described a driveway access/private byway issue at her residence on Stage Road.
3. Agenda Review – Add South Pomfret Scoping Study municipal project manager appointment.
4. Road Foreman’s Report & Highway Items
  - a. Town Highway Annual Financial Plan (TA 60) – This has been completed and Ben will submit to Vtrans along with the completed Certification of Compliance (Codes and Standards) and Town Official Contact List.
  - b. Municipal Highway Grant Applications – We will apply for both a paving grant and a structures grant this year. Jim feels Stage Road should be prioritized for repaving. Emily noted two culverts on Pomfret Road may be replaced soon and suggested repaving of that segment should wait until after that work is completed. Jim also feels the Wild Apple Road culvert project should be prioritized for replacement. Jim will be meet with Tyler Billingsley of East Engineering on Monday to review the culverts. Jim also will check with Pike about current pricing for paving work.
  - c. Ben moved and John seconded that Ellen be authorized to submit the Municipal Roads General Permit annual report. Unanimous (Steve absent).
5. Items for Discussion or Vote
  - a. Selectboard Reorganization
    - i. Rules of Procedure – Ben explained that the rules of procedure were revised in two substantive ways (1) reversing the order of “agenda review” and “public comment” standing agenda items and (2) requiring public commenters to state their names and street addresses, but that change (2) was unintentional and should be reversed so that public commenters need only state their names and towns of residence.
    - ii. Selectboard Officers – Ben moved and Meg seconded that John Peters be elected Chair. Unanimous (Steve absent). John moved and Emily seconded that Benjamin Brickner be elected Vice-Chair. Unanimous (Steve absent).
  - b. Municipal Energy Resilience Grant – Postponed to 04/05/2023 meeting.
  - c. Special Town Meeting – Tentatively to be held Saturday, May 20, 7 pm, at the Prosper Valley School Gymnasium. The purpose will be to determine the format of future town meetings. Ben will prepare a draft warning for review at the 04/05/2023 meeting.

- d. Zoning Matters
  - i. Broad Book Road – Karen has received no response regarding the Broad Brook notice of violation. As a result, the determination of violation is final and non-appealable. Karen will have the notice of violation entered into the land records. Ben will contact Stitzel Page regarding the town’s enforcement options.
  - ii. Caper Street – Karen is working with the Caper Street owner to effect a lot line adjustment that is expected to cure the setback violation.
  - iii. Artistree – Karen will prepare a letter to Artistree detailing their zoning and permitting issues and provide a draft to the Selectboard for review.
- e. Delinquent Property Tax Collection Policy – Postponed to 04/05/2023 meeting.
- f. Delinquent Property Tax Accounts
  - i. Parcels 4801 and 4801-B – The landowner recently paid half the total delinquent amount. The Selectboard would like the remainder paid at \$1,250/month in order to pay the remaining delinquent balance in full within 18 months. Karen will prepare a payment agreement and send to the landowner for signature.
  - ii. Parcels 4801-C and 4801-D – The landowner originally proposed monthly \$500 payments. The Selectboard would like that amount increased to \$1,000/month in order to pay the delinquent balance in full within 18 months, which the landowner has indicated will be acceptable. Karen will prepare a payment agreement and send to the landowner for signature.
  - iii. Parcel 2302-B – The landowner proposed biweekly \$250 payments by EFT. The Selectboard would like that amount increased to \$260 in order to pay the delinquent balance in full within 18 months. Karen will prepare a payment agreement and send to the landowner for signature.
  - iv. Parcel 4608 – This account has now been paid in full and will be removed from the tax sale list.
  - v. Parcel 0702 – Ellen received call stating they had not received any bills, and that they will send a check now to pay half the delinquent amount. Karen will prepare a payment agreement for remainder and send to the landowner for signature.
  - vi. Parcel 0190-AL – Karen recently received contact information for the landowner. Stitzel Page will send them a tax sale notice.
- g. Woodstock Resort Corporation Liquor Licenses (Saskadena Six Ski Area) – No changes from the permits approved by the Selectboard last year. Ben moved and Emily seconded approval of First Class and Third Class license applications. Unanimous (Steve absent). Becky will submit both via the online portal.
- h. South Pomfret Scoping Study – Ben moved and John seconded that Jon Harrington be approved to continue as Municipal Project Manager at \$75/hour, for up to 12 hours. Unanimous (Steve absent). Jon’s pomfretvt.us email account will be relicensed for this purpose.
- i. Debit Card Expense Approval Procedure – Ben moved and Meg seconded that (1) the Treasurer be asked to include the debit card accounts statements to date on a warrant for approval at the April 5 meeting and (2) the Financial Management Committee be asked to revise the town’s Income, Expense and Cash Policy to include the Selectboard’s procedure for approving expenses incurred via the town’s new debit card account. Unanimous (Steve absent).

- j. Other Business
    - i. Highways Materials Expenditures – The Selectboard discussed highway materials expenses and the amount remaining in the FY 2023 budget. Ellen will review on Friday and update the Selectboard accordingly.
    - ii. Traffic Matters – John will contact the County Sheriff regarding recent reports of an unlicensed vehicle speeding on Pomfret Road.
  - k. Warrants – Ben moved and Meg seconded payment of the following warrants:
 

23093	\$ 12,985.38	Payroll
23095	43,695.47	A/P
23096	64.56	Tax refund

 Unanimous (Steve absent).
  - l. Approval of Minutes – Ben moved and Emily seconded approval of the 02/25/2023 and 03/01/2023 minutes. Unanimous (Steve absent).
6. Meeting Wrap Up
- a. Correspondence – None.
  - b. Review of Assignments – Emily speak with Jim re: Sand Supplies, Municipal Energy Resilience Grant; Ben will draft a warning for the special town meeting, speak with Stitzel Page re: zoning violations; John will contact County Sheriff; Cynthia will send reappointment notice letters.
  - c. Agenda for Next Meeting -- Municipal Energy Resilience Grant, Delinquent Tax Collection policy, Sundstrom driveway access and right-of-way crossing permit applications.
7. Executive Session
- a. Ben moved and John seconded that the Selectboard enter into executive session pursuant to 1 V.S.A. 313(a)(3) to discuss public officer evaluations and appointments. Unanimous (Steve absent). The Selectboard entered executive session at 9:08 pm.
  - b. The Selectboard exited executive session at 9:51 pm, with no decisions having been made therein.
8. Appointments – Ben moved and Meg seconded the following appointments, each for a one-year term expiring March 31, 2024 unless otherwise noted:
- a. Citizen Trustee of Labounty Fund – Marge Wakefield
  - b. Collector of Delinquent Taxes – Karen Osnoe
  - c. e911 Coordinator – Becky Fielder
  - d. ECFiber – Alan Graham, Kristen Esty (1st alternate), Betsy Rhodes (2nd alternate)
  - e. GUVSWD – Vern Clifford, Doug Tuthill (alternate)
  - f. Planning Commission – Cy Benoit, Bill Emmons (3-year terms expiring 2026)
  - g. Town Service Officer – Sheila Murray
  - h. Tree Warden – Cy Benoit
  - i. TRORC Board of Directors – Bill Emmons
  - j. Zoning Board of Adjustment – Seth Westbrook (3-year term expiring 2026)
9. Adjournment – Ben moved and Emily seconded that the meeting be adjourned. Unanimous (Steve absent). The meeting was adjourned at 9:53 pm.