

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
April 17, 2024, 7:00 pm**

Zoom instructions below

Business Items	
1. Call to Order	7:00 pm
2. Agenda Review	
3. Public Comment	
4. Hearing on the Relocation of T.H. 24 (Hewitt Hill Road)	7:05 pm
5. Possible Executive Session (personnel matters)	7:30 pm
6. Road Foreman's Report	8:00 pm
7. Items for Discussion or Vote a. Wild Apple Construction Phase Engineering b. Maple Ridge Road (f/k/a Windy Lane) Maintenance c. Stage Road Paving d. ROW Crossing Permit Application (740 Sessions Meadow) e. Highway Access Permit Application (8318 Pomfret Road) f. Highway Access Permit Application (3136 Pomfret Road) g. Lawn Maintenance Proposals h. Appointment of Public Officers i. Liquor License Renewal (Woodstock Resort Corporation) j. Warrants k. Approval of April 3, 2024 Minutes	8:30 pm
8. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	9:00 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=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#,306922#
- Landline or Mobile Phone (301) 715 8592, then Meeting ID 953 9507 9923 and Passcode 306922



TOWN OF POMFRET, VERMONT

SELECTBOARD

March 8, 2024

VIA CERTIFIED MAIL
PURSUANT TO 19 V.S.A. 709

To the Recipients Listed
on the Following Page

Re: Relocation of Town Highway 24 (Hewitt Hill Road)

Dear Resident:

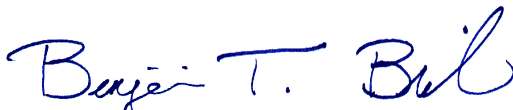
The Pomfret Selectboard will hold a site inspection and hearing on April 17, 2024, for the purpose formally relocating a portion of Town Highway 24 (Hewitt Hill Road). The site inspection and hearing are being held pursuant to 19 V.S.A. 709. A draft survey map of the proposed relocation is enclosed with this letter.

The site inspection will begin at 6:00 PM, at the intersection of Hidden Ridge Road and Maple Ridge Drive (formerly known as Windy Lane). The hearing will begin at 7:00 PM. You may attend the hearing in person at the Town Office (5218 Pomfret Road) or remotely by Zoom. Instructions for joining the hearing by Zoom appear on the following page.

The physical location of Town Highway 24 (Hewitt Hill Road) was moved about 15 years ago. At that time the Selectboard took steps to formally relocate the road as well. Those formal steps were never completed, however. As a result, that process must begin anew.

At the conclusion of this process, the physical location of Town Highway 24 (Hewitt Hill Road) will not change. Rather, its location in the town's records and on the state's highway map for Pomfret will be changed to match the road's current physical location.

For the Pomfret Selectboard,


Benjamin Brickner, *chair*

Enclosure

**TH 24 (HEWITT HILL ROAD) RELOCATION
HEARING DIAL-IN INSTRUCTIONS**

A hearing on the relocation of a portion of Town Highway 24 (Hewitt Hill Road) will be held at the Pomfret Town Office, 5218 Pomfret Road, and via Zoom on April 17, 2024 at 7:00 PM. You may join this hearing by telephone, computer or smartphone as follows:

Computer or Smartphone

<https://zoom.us/j/95395079923?pwd=ZjBEed3ZuZWgvWmx2M0tpOE8zbjg2dz09>

Landline or Mobile Phone

Dial (301) 715-8592. When prompted, enter Meeting ID 953 9507 9923 and Passcode 306922.

**SCHEDULE OF
SITE INSPECTION AND HEARING NOTICE RECIPIENTS**

James Rattigan and Nicola Aurema
478 Hidden Ridge Road
South Royalton, VT 05068

Sean P. McCormick and Katherine E. Bouteiller
408 Hidden Ridge Road
South Royalton, VT 05068

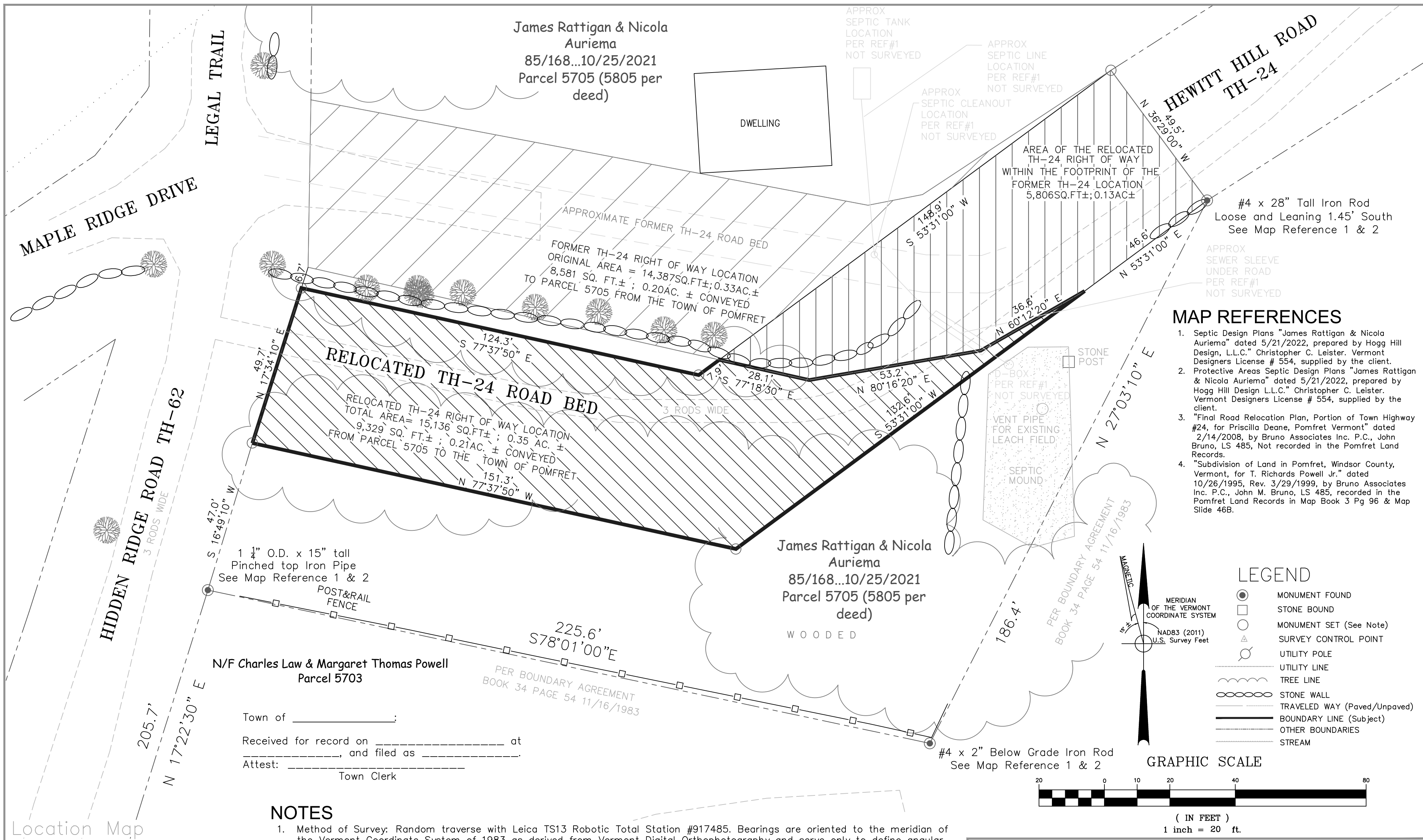
Matthew Jean and Kelly Ann St. Cyr
489 Hidden Ridge Road
South Royalton, VT 05068

Jennifer P. Emerson
1061 Monument Street
Concord, MA 01741

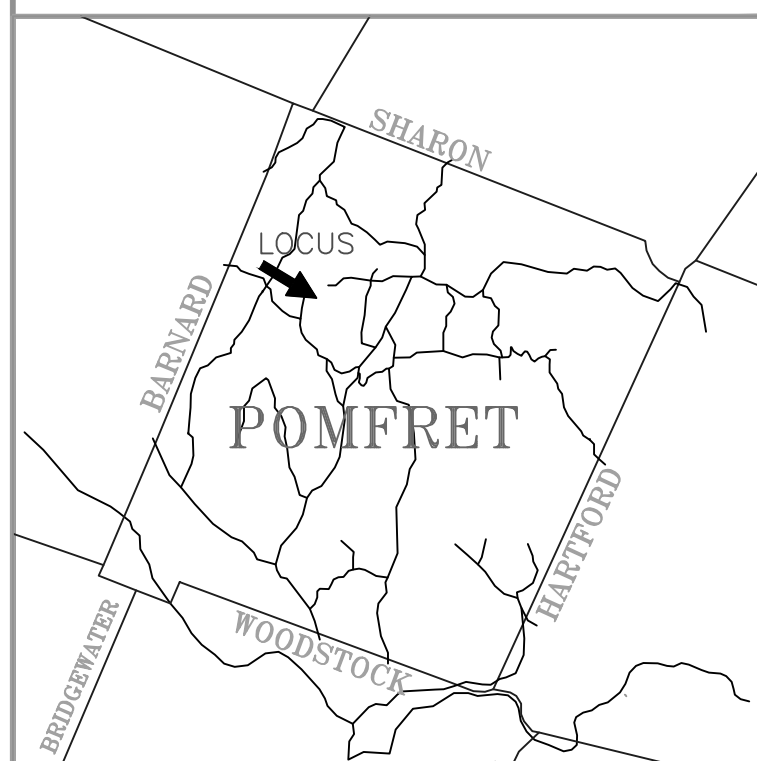
Teraalta, LLC
421 Hewitt Hill Road
North Pomfret, VT 05053
Attention: John S. Moore, Manager

Town of Pomfret
Planning Commission
5218 Pomfret Road
North Pomfret, VT 05053
Attention: William B. Emmons III, Chair

THIS IS AN ORIGINAL INK DRAWING - NOT A REPRODUCTION



Location Map



NOTES

- Method of Survey: Random traverse with Leica TS13 Robotic Total Station #917485. Bearings are oriented to the meridian of the Vermont Coordinate System of 1983 as derived from Vermont Digital Orthophotography and serve only to define angular relationships between courses. Distances are ground.
 - This plat depicts a Road Relocation survey of TH-24 over the subject properties.
- Current Owners: James Rattigan & Nicola Auriema
Current Deed: Pomfret Land Records Book 85, Page 168, dated 10/18/2021, recorded 10/25/2021.
Tax Map Parcel: 5705 (5805 per deed)
Total Area: 126,324 Sq. Ft. ±, 2.90 Acres ± Per Deed
- Right of Way areas across Parcel 5705:
Area of Original TH-24 Right of Way: 14,387 Sq. Ft.±, 0.33 Ac.±
Area of Original TH-24 Right of Way to be conveyed to Parcel 5705 from the Town of Pomfret: 8,581 Sq. Ft.±, 0.20 Ac.±
Area of Relocated TH-24 Right of Way: 15,136 Sq. Ft.±, 0.35 Ac.±
Area of Relocated TH-24 Right of Way to be conveyed to the Town of Pomfret to Parcel 5705: 9,329 Sq. Ft.±, 0.21 Ac.±
Area of TH-24 unchanged between the Original and Relocated TH-24 (falls within the same footprint): 5,806 Sq. Ft.±, 0.13 Ac.±
- Title to these properties may extend to the centerlines of Hidden Ridge Road (TH-62) and Hewitt Hill Road (TH-24), subject to the public right of way. Area has been calculated to the right-of-way boundary only. The relocated portion of TH-24 does not affect the outbound boundaries of parcel 5705 shown on this survey.
 - This survey is subject to the findings of a complete title search.
 - Unless otherwise noted, monuments set are #5x30" Iron Rods with 2" aluminum cap stamped: Survey Marker, Do Not Disturb, Ethan Gilmour LS 024.0127787.

ROAD RELOCATION SURVEY

Lands of
**JAMES RATTIGAN, NICOLA AURIEMA,
& THE TOWN OF POMFRET**

POMFRET WINDSOR COUNTY, VERMONT

Scale: 1"=20'

DATE: JANUARY 7, 2024

This survey was conducted in accordance with RULES OF THE BOARD OF LAND SURVEYORS, STATE OF VERMONT, STANDARDS FOR THE PRACTICE OF LAND SURVEYING. It is based on deed descriptions, the map references listed above, physical evidence found in the field, and conversations with the owner. It is consistent with this information to the best of my knowledge and belief unless otherwise noted. I hereby certify that this survey conforms with the requirements of 27 VSA 1403.

ETHAN GILMOUR
No. 024.
0127787

HOLT GILMOUR
SURVEY ASSOCIATES LLC
Woodstock, VT
www.vtsurveyor.com

(802) 457-4649



January 27, 2023, Amended 12/15/2023

Town of Pomfret
Attn: Pomfret Selectboard
5218 Pomfret Road
North Pomfret, VT 05053

RE: Short Form Engineering Proposal-Agreement
Replacement Culverts on Wild Apple Road and Pomfret Road

Project Understanding

The Town of Pomfret has two existing culverts – a double stone structure (48” equivalent) on Wild Apple Road and a corrugated metal pipe (48”) on Pomfret Road, which are in need of replacement. Hydraulic studies are needed to identify the minimum replacement size, as well as completion of final design plans, permitting submissions (State and Federal), and bid documents. Based on some preliminary hydraulics and sizing, it appears that the replacement Wild Apple Road culvert size will be in the 10’-18’ span range and the Pomfret Road culvert will be in the 6’-10’ range.

Scope of Services

The services outlined below are based on experience on similar municipal infrastructure projects and knowledge of the State/Federal permitting process.

1. Design

- a. Site survey – East Engineering will complete a topographic survey of the project areas in order to complete the engineering plans required. The base map for each culvert will include relevant site features including roads/drives, culvert limits, trees, guardrails, limits of the stream, and detail to generate a topographic map with 1’ contours. Temporary control benchmarks will be set for future use during construction.
- b. Hydraulic Study – Hydraulic studies will be completed for both sites, with the report format generally following the typical VTrans hydraulic study template.
- c. 60% Design (Preliminary) – Using information from the Hydraulic Study, and Site Survey, East Engineering will complete a 60% design (plans and bid documents). Plans will include existing conditions, structure replacement profiles and sections, road reconstruction limits, traffic control measures, roadway sections, earthwork and rip-rap requirements and environmental details. Based on the 60% plans, necessary project permits will be evaluated, and the permitting process will begin (see Scope

Item 2 for further detail). The 60% plans will be reviewed with the Town prior to proceeding to the next design phase.

- d. 100% Design (Bid/Construction Ready) – Plans and specifications will be refined based on Town and Regulator feedback on the 60% design documents.
2. Permitting – Based on the available information, on-line mapping, and knowledge of the site, it is anticipated that the following permits will likely be required:
- a. Vermont Agency of Natural Resources (ANR) – Stream Alteration
 - b. VT ANR Wetlands – This will be verified during the survey phase. It is assumed that due to the size of the replacement structures, a “Wetland Registration” will be accepted by the State, if needed.
 - c. Army Corps of Engineers (ACOE) – Preconstruction Notification (PCN), formerly known as a “Category II”. ACOE has jurisdiction over all waterways in the State of Vermont.
 - d. Because the proposed improvements are in the same location as the existing culvert, and the area has been previously disturbed/excavated, it is assumed that archaeological and/or historic preservation investigations are not needed and are not included in this proposal. For reference, archaeology/historic preservation requirements are typically reviewed by both VTrans personnel (as part of their Structures Grant process) and Army Corps of Engineers (as part of their overall permitting process).
- East Engineering will further evaluate the potential permits described above during the design process. We will work with regulators and the Town to complete necessary permit applications, provide supporting documentation, and conduct site visits with regulatory personnel (if requested). As the applicant, the Town will sign all permitting applications and pay applicable permitting fees. If additional permits are identified once the design progresses, East Engineering will notify the Town.
3. Right-of-Way/Easement Assistance - Given the size of the replacement structures and expected measures to reconstruct the road approach embankments/wingwalls, work outside of the Town right-of-way (3-rod) is likely required. It is assumed the Town’s attorney will draft easements for work on private property. The Town will lead landowner discussions/negotiations, with technical assistance from East Engineering as needed.
4. ~~Bid & Construction Phase Engineering – Not included in this proposal, but can be added at a later date if requested by the Town.~~

5. *Bid Phase* – *After completing the project plans and receiving the applicable project permits, East Engineering will assist the Town with procuring contractor bids. Tasks included in the bid phase are as follows:*

- a. Advertisement for bid (including paper of record),*
- b. Distribution of Contract Documents to interested parties,*
- c. Coordinate and attend a pre-bid meeting,*
- d. Respond to Contractor questions and needed clarifications by Addendum,*
- e. Conduct bid opening, review received bids for responsiveness and to ensure the contractor is responsible,*
- f. Provide the Town a letter of recommendation to award the project to a contractor.*
- g. Once the Town selects a contractor, prepare final Town-Contractor agreement and construction contract.*

6. *Construction Phase Services*

- a. Administration/Management – Acting on behalf of the Town, East Engineering will administer and manage the construction contracts including: material and product submittals, requests for information (RFIs), change orders, payment requisitions, and contractor correspondence. We will coordinate with the Contractor and Town as necessary. Acting on behalf of the Town, East Engineering has the authority to make field decisions and approve time-sensitive change-order requests, as necessary, up to \$ or %_____ (Town to circle either "\$" or "%" and write in amount or percentage of construction contract).*
- b. Construction Inspection – East Engineering will provide inspection and testing services on an as-needed or as-requested basis (part-time) throughout the construction phase. Construction observation and inspection ensures that the contractor installs the designed improvements in accordance with plans, permitting conditions, and bid documents.*

Project Schedule

East Engineering will begin immediately upon authorization of this proposal. It is expected that the design and permit applications can be prepared on or before June 1, 2023. *The project will be bid and constructed in 2024.*

Cost Proposal

~~East Engineering will provide an invoice to the Town once the permit applications are submitted.~~ *East Engineering will bill quarterly, depending on completed work.*



Engineering Scope Item	Fee	Basis
1 & 2 – Design & Permitting	\$18,000	Lump Sum
3 – Right of Way / Easements	\$125/hr	If assistance is needed/requested by the Town, their attorney, or the landowner.
4 – Bid and Construction Phase	Not Included	Not included at this time, but can be added if requested by the Town.
5 – Bid Phase	\$3,000	Lump Sum, Per Bid Phase
6 – Construction Phase Engineering	5% of Construction Contract	Lump Sum, Per Final Construction Contract Price

Authorization

Thank you for the opportunity to submit this proposal. If the contents of this document and the attached standard terms and conditions meet your approval, please sign below and return a copy to East Engineering.

Please let me know if there are any questions or you need any additional information.

Sincerely,

Tyler Billingsley, P.E.
Engineer / Owner

TOWN AUTHORIZATION TO PROCEED:

Signature & Date: _____

Attached: East Engineering Standard Terms and Conditions

Professional Services Terms and Conditions

Governing Law: The CLIENT and EAST ENGINEERING, PLC agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Vermont.

Termination: Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay EAST ENGINEERING, PLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Jobsite Safety: Neither the professional activities of EAST ENGINEERING, PLC, nor the presence of EAST ENGINEERING, PLC or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. EAST ENGINEERING, PLC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, EAST ENGINEERING, PLC, and EAST ENGINEERING, PLC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Subconsultants: EAST ENGINEERING, PLC may use the services of subconsultants when, in EAST ENGINEERING, PLC's sole opinion; it is appropriate and customary to do so.

Buried Utilities: EAST ENGINEERING, PLC and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by EAST ENGINEERING, PLC or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which EAST ENGINEERING, PLC relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against EAST ENGINEERING, PLC and anyone for whom EAST ENGINEERING, PLC may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by EAST ENGINEERING, PLC.

Construction Observation: The CLIENT hereby retains EAST ENGINEERING, PLC to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and EAST ENGINEERING, PLC, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EAST ENGINEERING, PLC to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

Billings/Payments: Invoices will be submitted monthly by EAST ENGINEERING, PLC, in EAST ENGINEERING, PLC's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and EAST ENGINEERING, PLC, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and EAST ENGINEERING, PLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 5% per month or \$250 per month, whichever is greater, on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay EAST ENGINEERING, PLC's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to EAST ENGINEERING, PLC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by EAST ENGINEERING, PLC. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

Information Provided by Others: The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. EAST ENGINEERING, PLC may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Hidden Conditions and Hazardous Materials: A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If EAST ENGINEERING, PLC has reason to believe that such a condition may exist, EAST ENGINEERING, PLC shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) EAST ENGINEERING, PLC has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and EAST ENGINEERING, PLC shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, EAST ENGINEERING, PLC shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Defects in Service: The CLIENT shall promptly report to EAST ENGINEERING, PLC any defects or suspected defects in EAST ENGINEERING, PLC's services of which the CLIENT becomes aware, so that EAST ENGINEERING, PLC may take measures to

minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify EAST ENGINEERING, PLC shall relieve EAST ENGINEERING, PLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Indemnifications: EAST ENGINEERING, PLC and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation: To the maximum extent permitted by law, EAST ENGINEERING, PLC's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or EAST ENGINEERING, PLC's fee, whichever is the lesser amount. Such causes include, but are not limited to, EAST ENGINEERING, PLC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or EAST ENGINEERING, PLC, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Dispute Resolution: Any claim or dispute between the CLIENT and EAST ENGINEERING, PLC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

Ownership of Documents: All documents produced by EAST ENGINEERING, PLC under this Agreement shall remain the property of EAST ENGINEERING, PLC and will not be used by the CLIENT for any other endeavor without the consent of EAST ENGINEERING, PLC. CLIENT agrees to indemnify and hold harmless EAST ENGINEERING, PLC from any claims that arise due to the reuse, or misuse of the work documents.

Unauthorized Changes: In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and EAST ENGINEERING, PLC does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of EAST ENGINEERING, PLC. Therefore, the CLIENT agrees to release EAST ENGINEERING, PLC from any liability arising from the construction, use, or result of such changes.

Extent of Agreement: This Agreement comprises the final and complete agreement between the CLIENT and EAST ENGINEERING, PLC. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and EAST ENGINEERING, PLC.

Delays: EAST ENGINEERING, PLC is not responsible for delays caused by factors beyond EAST ENGINEERING, PLC's reasonable control. When such delays beyond EAST ENGINEERING, PLC's reasonable control occur, the CLIENT agrees EAST ENGINEERING, PLC is not responsible for damages, nor shall EAST ENGINEERING, PLC be deemed to be in default of this Agreement.

Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Timeliness: EAST ENGINEERING, PLC will perform its services with due and reasonable diligence consistent with sound professional practices.

Additional Services: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY RIGHT-OF-WAY CROSSING PERMIT

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

Landowner Name: Madeline Reynolds Phone: [redacted] Email: [redacted]

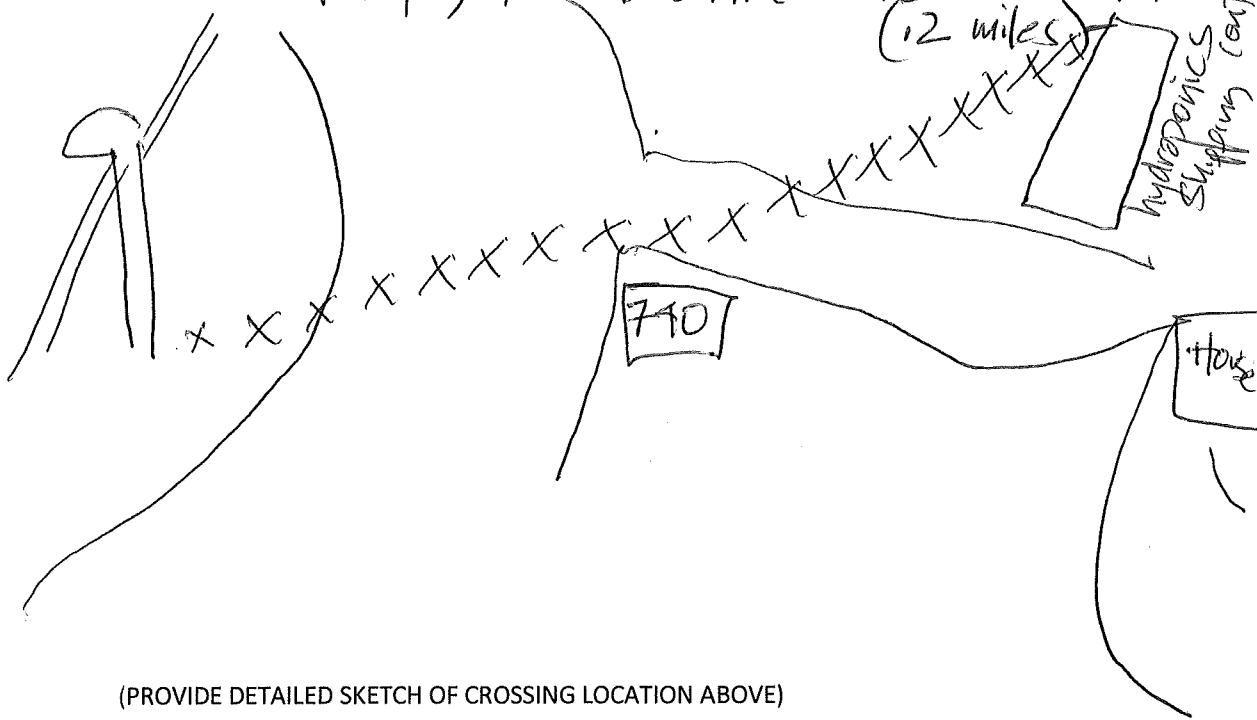
Street Address: 740 Sessions Meadow State: VT Zip: 05091

The undersigned requests permission to cross over (under) (circle one) the right-of-way of Sessions Meadow (road name) at 740 marker (describe precise location)

for the purpose of connecting hydroponics container to electricity (describe specific purpose).

The crossing will be approximately _____ (feet) from the intersection of _____ (nearest intersection).

Nearest intersection Birch Tree circle above us. (12 miles)



(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:

Multiple horizontal lines for additional standards, restrictions or conditions.

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

Madeline Reynolds
Applicant Signature

Madeline Reynolds
Applicant Printed Name

Apr 1, 2024
Date

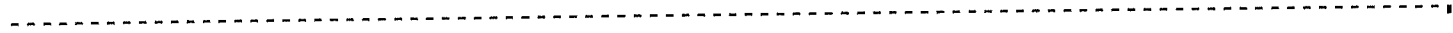
Application fee of \$100 received on 1 April, 2024 by RTF

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

Selectboard Chair

Date

*Form adopted by the Pomfret Selectboard July 6, 2022, with a technical correction made on January 1, 2023.
Supersedes all prior dated forms.*

TOWN OF POMFRET

APPLICATION FOR TOWN HIGHWAY ACCESS ROAD PERMIT
(Application fee of \$100 payable to Town of Pomfret)

Access Road Type (check one): [X] Private Drive* [] Agricultural [] Forestry

Applicant Name: Edward W. Schenckmann Phone: [Redacted] Email: [Redacted]

Applicant Mailing Address: 8318 Pomfret Road P.O. Box 204 N. Pomfret, VT 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 change the grade of the access road type indicated above.

Access Road Location: on the South Side (cardinal direction) of Pomfret (town highway name) at approximately 2,500 (feet) from the intersection of Caper St & Pomfret Road (nearest town highway intersection).

Please provide a brief description of the work to be done: Dismantling of existing dry laid retaining wall along the house at 8318 Pomfret Road and rebuild using existing stone mixed with new quassied stone. Work to be done by McCallough Stoneworks LLC (darren@mccalloughstoneworks.com) in March or April 2025. Total wall length to be approximately 90-95 feet with a center height of approximately 7 feet tapering to approximately 2-3 feet at each end. See attached estimate.

(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 grade changed 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.

Darren McCullough
McCullough Stoneworks LLC
1023 East Woodstock Rd.
Woodstock Vt,05091

Date-1-15-2024

Client Name- Ed and Sue Scheurmann

Project Location- Pomfret Rd. N.Pomfret Vt.

Project Description- Dismantle existing dry laid retaining wall at side of Pomfret Rd. Rebuild wall using existing stone mixed with new quarried stone. The total wall length is approximately 90'-95' and the center section will be built to a height of approximately 7' and run the width of the main house gable end. (31') Each side will run down hill to an approximate height of 2'-3' at each end, the left side measuring around 33' in length and running to the second post of the existing split rail fence. The right side will measure approximately 26' and stop short of the power line pole.

Materials-

Additional quarried stone- 1) 18 yds. Grade "B" wall stone	3,330
2) 18 yds. Natural wall stone	4,680
3) 18 yds. Backer	1,512

Trucking- 850

Fractured ledge- 1,800 w trucking included

Filter fabric, drain pipe and fittings- 850

Excavation and base prep of Existing wall- 4,375

Labor-500 sq. face feet of dry laid wall w/ large caps - 32,500

Total estimate- 49,047

**Existing lilac bushes to be removed by another party.

**overhead wires and traffic control TBD (I have contacted Green Mtn. Power)

Design Standards[†]


1. *Intersection Angle.* Access roads shall be constructed at a 90 degree angle to the town highway.
2. *Minimum Sight Distance.* Sight distances shall be at least as shown in the table below in both directions when viewed from a height of eye of 2.0 feet on the roadway to a height of eye of 3.5 feet on the drive at a point 15 feet back from edge of the traveled way (when entering upon paved portions of town highways) or 10 feet back from edge of the traveled way (when entering upon any other portion of a town highway). The "posted speed" shall be deemed to be 45 mph (when entering upon an unposted Class 2 highway) or 25 mph (when entering upon any other unposted highway).

Minimum Sight Distance

<i>Posted Speed (mph)</i>	<i>Minimum Sight Distance (feet)</i>
25	155
30	200
35	250
40	305
45	360

3. *Access Road Width.* Access roads shall be 16 feet wide and graded and sloped such that water from the access road does not enter the Town highway. It is recommended that the driveway or access road have a grade dropping six inches in 10 feet before extending either up or down slope.
4. *Culverts.* Culverts shall be installed if deemed necessary by the Selectboard or its designee and shall conform to standards described in Section 5.3(h) of the Pomfret Highway Ordinance.
5. *Vegetation.* Vegetation and trees shall be removed as necessary to provide for visibility and safety.

The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or changing the grade of the access road within one year of the date of approval. If Applicant is not the Landowner, Applicant has provided the Landowner with a copy of this completed Application and obtained the Landowner's signature below.


Edward W. Schenermann
10 April 2024
 Applicant Signature Applicant Printed Name Date

(Complete only if Applicant is not the Landowner)

The undersigned Landowner acknowledges they have received a copy of this completed Application.

 Landowner Signature Landowner Printed Name Date

[Remainder of page intentionally blank. Application form continues on next page.]

[†] Any of the standards listed herein may be waived or varied upon the Applicant's request and following consideration by the Selectboard and Road Commissioner of public and private interests, topography, adequacy of highway design, ease of snow removal, drainage, and maintenance of safe conditions in all seasons for the traveling public.

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* [X] Agricultural [] Forestry

Applicant Name: Heather Duckel Phone: [Redacted] Email: [Redacted]

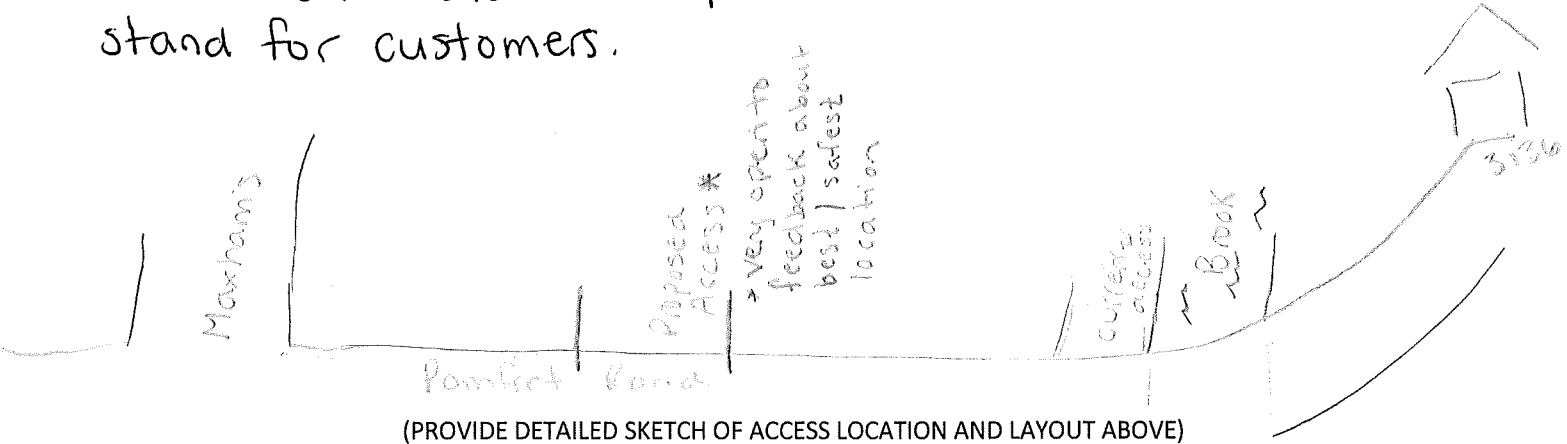
Applicant Mailing Address: PO Box 175 South Pomfret 05067 State: VT Zip: 05067

(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 change the grade of the access road type indicated above.

Access Road Location: on the east (cardinal direction) of Pomfret Road (town highway name)
at approximately 1050 (feet) from the intersection of Bartlett Brook (nearest town highway intersection).

Please provide a brief description of the work to be done: Create an access road to the field. We assume we may need to put in a culvert. The access road would be gravel. It would provide us better access to our flower fields and provide access to our small flower stand for customers.



(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 grade changed 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.

Design Standards[†]

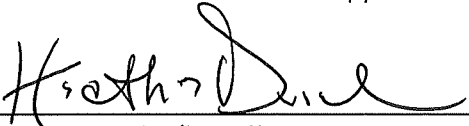
1. *Intersection Angle.* Access roads shall be constructed at a 90 degree angle to the town highway.
2. *Minimum Sight Distance.* Sight distances shall be at least as shown in the table below in both directions when viewed from a height of eye of 2.0 feet on the roadway to a height of eye of 3.5 feet on the drive at a point 15 feet back from edge of the traveled way (when entering upon paved portions of town highways) or 10 feet back from edge of the traveled way (when entering upon any other portion of a town highway). The "posted speed" shall be deemed to be 45 mph (when entering upon an unposted Class 2 highway) or 25 mph (when entering upon any other unposted highway).

Minimum Sight Distance

<i>Posted Speed (mph)</i>	<i>Minimum Sight Distance (feet)</i>
25	155
30	200
35	250
40	305
45	360

3. *Access Road Width.* Access roads shall be 16 feet wide and graded and sloped such that water from the access road does not enter the Town highway. It is recommended that the driveway or access road have a grade dropping six inches in 10 feet before extending either up or down slope.
4. *Culverts.* Culverts shall be installed if deemed necessary by the Selectboard or its designee and shall conform to standards described in Section 5.3(h) of the Pomfret Highway Ordinance.
5. *Vegetation.* Vegetation and trees shall be removed as necessary to provide for visibility and safety.

The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or changing the grade of the access road within one year of the date of approval. If Applicant is not the Landowner, Applicant has provided the Landowner with a copy of this completed Application and obtained the Landowner's signature below.

 Applicant Signature	Heather Durkel Applicant Printed Name	4-3-24 Date
--	--	----------------

(Complete only if Applicant is not the Landowner)

The undersigned Landowner acknowledges they have received a copy of this completed Application.

Landowner Signature	Landowner Printed Name	Date
---------------------	------------------------	------

[Remainder of page intentionally blank. Application form continues on next page.]

[†] Any of the standards listed herein may be waived or varied upon the Applicant's request and following consideration by the Selectboard and Road Commissioner of public and private interests, topography, adequacy of highway design, ease of snow removal, drainage, and maintenance of safe conditions in all seasons for the traveling public.

OFFICIAL USE ONLY

Application fee of \$100 received on April 3, 20 24 by [Signature] #137

Culvert Required (min. 18-inch diameter)? Yes No

Additional conditions, standards and restrictions; waivers of design standards (if any):

PERMIT APPROVED this _____ day of _____, 20____.

Road Commissioner

Selectboard Chair

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

Road Commissioner

Selectboard Chair

Date

Form adopted by the Pomfret Selectboard June 21, 2023. Supersedes all prior dated forms.



Application ID: DLL - Application - 40047
Application for: Third Class Restaurant/Bar License
Category of Business: Third Class

Business/ Entity Information

Business/ Entity Name: Woodstock Resort Corporation
Business ID: 0062134
Business Address: 14 The Green, Woodstock, Vermont 05091
Entity Type: Business Corporation
Phone: 802-457-1100
Management Type if LLC:
Email: ejo@woodstockinn.com

People Information

• **Person:** Jaclyn DeVore

Business Role: Registered Agent
Business Address: ,
,
Phone:
Email: jmm@woodstockinn.com
US Citizen?
Political Position
Name: Jaclyn DeVore
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

• **Person:** Elaine Olson

Business Role: **Email:**

Business Principal

ejo@woodstockinn.com

Business Address:

US Citizen?

,
,

Political Position

Phone:

Name: Elaine Olson

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
--------------	----------------------	---------	-----------------

Location/ Premises Detail

Location Name:

Saskadena Six Ski Area

Do you lease this Premises:

Health License:

Food:7214

Lodging:

Location Address:

247 Stage Rd,
Pomfret, Vermont 05091

Vermont Tax Department:

Local Jurisdiction/ Town Clerk:

Pomfret

Education Details

Student Name:

Jaclyn DeVore

Training Completion Date:

Mon Feb 26 00:00:00 GMT 2024

Mode of Training:

DLC Online Training

Type of Training:

First Class (On Premise)

Foundational License (if applicable)

License Type:

Third Class

License Number:

LP-011898

Licensee Name:

Saskadena Six Ski Area

License Status:

License Active - Ready for Renewal

Licensee Address:

,
Pomfret, Vermont 05091

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
------	---------------	------------------

D-04292	Articles of Organization	Woodstock Resort Corporation
D-13571	Other	Woodstock Resort Corporation
D-13685	Articles of Organization	Woodstock Resort Corporation

Payment and Acknowledgement

Signed by:

Jaclyn DeVore

State of Vermont / DLL Application Fee:

1095.00

Date of Submission:

2024-03-21 14:49:39

State of Vermont / DLL Payment Status:

Local Application Fee:

0

Local Control Payment Status:

false



Town of Pomfret Selectboard
Draft Meeting Minutes
April 3, 2024

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

Public: Scott Barger, Nancy Matthews, Tyler Billingsley, Lucien Ducharme, Matt Belden, Jim Potter, Cynthia Hewitt, "iPhone"

1. Ben called the meeting to order at 7:01 pm.
2. Agenda Review – None.
3. Public Comment – None.
4. Road Foreman's Report – Jim traveled to Nortrax to inspect the new loader; he found it to be as ordered and it will be delivered next week. Ben moved and John seconded authorizing Steve to sign the delivery paperwork. Jim will also alert Ellen to set up the insurance coverage. Heather Durkel has applied for an agricultural access permit for her flower business on Pomfret Road. A site visit will occur on April 17 at 6:30 pm. Also on that date, site visits will occur at 5:45 pm at the intersection of Maple Ridge Drive and Hidden Ridge Road, and at 6:00 pm at intersection of Hewitt Hill Road and Hidden Ridge Road.
5. Items for Discussion or Vote
 - a. Sand RFP Bids Opening – only one proposal was received, from D & D Excavating, Inc. Emily moved and Steve seconded acceptance of the D&D proposal. Unanimous.
 - b. Wild Apple Road Culvert RFP Bid Opening – Applications were received from six firms:
 - i. Blue Mountain Trucking & Excavating
 - ii. Green Mountain Land Works
 - iii. Boulder Excavating
 - iv. Daniels
 - v. Avery Excavating
 - vi. Northwoods ExcavatingBen will scan all documents and circulate to Tyler Billingsley (East Engineering) and the Selectboard for review. Tyler will prepare a summary comparing the six including references, costs, etc.
 - c. SFY25 Grants in Aid Letter of Intent – John moved and Emily seconded approval of the letter of intent. Unanimous.
 - d. Hydraulic Studies Contract (Wayside and Broad Brook) – Neil worked with Tyler Billingsley to prepare a contract for Hydraulic Studies at Broad Brook Road and Wayside Road for future culvert replacements. Steve moved and Emily seconded approval of the contract as presented. Unanimous.
 - e. Local Emergency Management Plan (LEMP) Update – Emily moved and John seconded approval of the LEMP update as presented. Unanimous. Ben and Kevin will sign the same and submit to VEM.

- f. Lawn Maintenance Proposals – John has received only one proposal. Meanwhile, Bruce Tuthill also has been unable to secure a lawn maintenance contract for the town cemeteries. John will keep trying. Discussion postponed to April 17 meeting.
 - g. Large Event Permit (High Pastures Road wedding) – Emily moved and Steve seconded approval of the permit for a wedding on June 22. Unanimous.
 - h. Capital Program and Budget Policy – Nancy Matthews presented a revised document. Steve moved and Meg seconded adoption as revised. Unanimous.
 - i. Appointment of Public Officers – Ben moved and Meg seconded the following appointment, for a one-year term expiring March 31, 2025:
 - i. TRORC Transportation Advisory Committee – Doug Tuthill Unanimous.
 - j. Delinquent Dog Licensing – Becky will send reminder letters to dog owners who previously registered dogs but did not do so this year. Cynthia will ask Becky for a list of known dog owners who have never registered for follow up by the Constable. Phone calls and delinquent letters will follow later in the month. Emily observed that this is important as a public health matter as a current rabies vaccination is required to register.
 - k. Warrants – Meg moved and John seconded approval for payment of the following warrants:

24084	\$ 14,738.61	Payroll
24085	42,396.58	A/P

 Unanimous.
 - l. Approval of Minutes – Emily moved and Steve seconded approval of the March 20, 2024 meeting minutes as presented. Unanimous.
6. Meeting Wrap Up
- a. Correspondence – None.
 - b. Review of Assignments – Ben to scan and distribute Wild Apple culverts bids.
 - c. Agenda for Next Meeting – Teago liquor license renewal, Sessions Meadow ROW crossing permit, Pomfret Road driveway access permit, lawn maintenance proposals, Hewitt Hill Road relocation hearing, ZBA appointment.
7. Adjournment – Steve moved and John seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 8:29 pm.