

**Town of Pomfret  
 Selectboard Special Meeting Agenda  
 Town Offices  
 5218 Pomfret Road, North Pomfret  
 June 18, 2024, 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. Highway Access Permit (Dinsmoor Road) b. Highway Access Permit (4496 Pomfret Road) c. Highway Access Permit (Handy Road) d. Public Road Use Permit (Vermont 100 Endurance Race) e. Fall Foliage Traffic Management f. Investment Policy (non-trust funds) g. 2024-25 Law Enforcement Services Contract h. Town Hall Maintenance i. Child Care Payroll Tax j. FY 2025 COLA k. Warrants l. Approval of June 5, 2024 Minutes	7:35 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:45 pm
7. Adjournment	
<i><b>Time frames are approximate.</b> 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=ZjBEeDZuZWgvWmx2M0tpOE8zbjg2dz09>
- 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

November 29, 2023

VIA ELECTRONIC MAIL

Law Office of Jason R. Crance  
65 Dartmouth College Highway  
Lyme, New Hampshire 03768  
Attention: Jason R. Crance, Esq.  
*jason@crancelaw.com*

Meub Associates, PLC  
65 Grove Street  
Rutland, Vermont 05701  
Attention: Andrew James Snow, Esq.  
*snow@yourvtlawyer.com*

**Re: Request for Clarification  
Decision re: Mann Town Highway Access Road Permit Application**

Dear Messrs. Crance and Snow:

Thank you for your email messages dated November 8, 2023 and November 13, 2023, respectively. This letter responds to requests for clarification presented in those messages. Capitalized terms used but not defined herein are defined in that certain Memorandum of Decision dated October 13, 2023 (the "Mann Decision"), with respect to the Application for Town Highway Access Road Permit dated July 17, 2023, by Andrew A. and Kathy J. Mann.

**1. Deadline to Complete Work.** Section V.A of the Mann Decision provides in part that "Applicant shall use best efforts to complete all work in the highway right-of-way by November 30, 2023."

We understand work in the highway right-of-way has not commenced and therefore is unlikely to be completed by November 30. We also understand the delay in commencement was due in part to representations made to the Superior Court by parties to the ongoing White-Mann Litigation.

For this reason, the Selectboard finds that the failure to complete work by November 30 is not for lack of Applicant's best efforts and that a new deadline of May 31, 2024 is appropriate under the circumstances; *provided* that work in the highway right-of-way shall not commence before April 15, 2024 without prior approval of the Pomfret Road Foreman.

**2. Restoration for Safe Use.** Section V.A of the Mann Decision also provides that "[i]f despite Applicant's best efforts all work in the highway right-of-way cannot be completed by November 30, 2023, Applicant shall by the same date remove (or cause to be removed) all objects,

fill or obstructions in the highway right-of-way interfering with normal use of the existing traveled way of Dinsmoor Road or maintenance of the highway right-of-way.”

The Selectboard intended this condition to achieve two goals, should the proposed modifications not be completed by November 30: first, to restore that portion of Dinsmore Road within the highway right-of-way to its condition prior to its recent modification (i.e., to its condition in early 2022). And second, to ensure adequate space to remove snow safely from Dinsmoor Road without plowing across or depositing material within the traveled way of Bartlett Brook Road.

The Selectboard expects the requirements of Section V.G of the Mann Decision to be met when the proposed modifications are completed. In the meantime, to promote the safety of the traveling public and protect the existing highway infrastructure, Applicant promptly must alter the existing berm such that it no longer interferes with maintenance of the highway right-of-way and allows snow to be safely removed from the driveway. In all other respects, Dinsmoor Road within the highway right-of-way must be returned to its pre-modification condition until the proposed modifications are complete.

**3. Driveway Area Dimensions.** The Selectboard understood the proposed modifications to include “a level graded, 20-foot wide by 16-foot deep area in which vehicles may enter onto and exit from Bartlett Brook Road.” See Section I.B of the Mann Decision. Any discrepancy revealed by overlaying the Revised Site Plan onto more precise CAD drawings should be resolved in favor of the Applicable Standards described in Sections III.A and III.B of the Mann Decision.

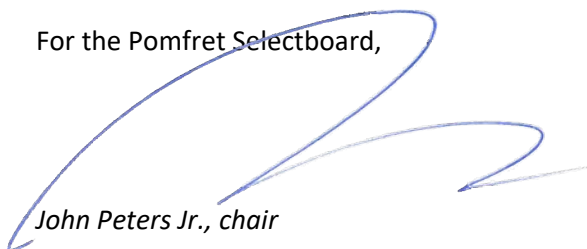
The Selectboard anticipates (but does not require) this will entail shifting the 20-foot wide by 16-foot deep area north to facilitate a 90-degree intersection, more moderate grade and wider turning radius. Enlarging this area up to the dimensions revealed on the CAD drawings also would be acceptable if doing so advances the Applicable Standards.

In either case, the existing culvert at the bottom of Dinsmoor Road and running parallel to Bartlett Brook Road must be extended north as necessary to capture anticipated runoff from the modified driveway. In addition, the New Easement dimensions must encompass the entire portion of Dinsmoor Road (once the proposed modifications are complete) not already included in the Existing Easement.

\* \* \* \* \*

It is the Selectboard’s intent that the approvals, conditions and limitations provided in the Mann Decision continue in full force and effect, except as the same may have been clarified by this letter.

For the Pomfret Selectboard,



*John Peters Jr., chair*

Cc: Alison Sander (via email to [REDACTED])  
Richard Dalton (via email to [REDACTED])

**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: Andrew & Kathy Mann    Phone: [REDACTED]    Email: [REDACTED]

Applicant Mailing Address: PO Box 20    State: S.Pomfret    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 side (cardinal direction) of Bartlett Brook Road (town highway name)  
at approximately 5300' (feet) from the intersection of Pomfret Road (nearest town highway intersection).

Please provide a brief description of the work to be done: Widen existing drive on the north side in order to acquire a Driveway Access Permit conforming to existing specifications re width, 90 degree intersection, 1' slope away from town road for first 20' in order to improve driveway safety.

See attached sketch.

Width of driveway will be between 17' and 19'. Driveway will enter town road at 90 degrees and pitch away from town road 1' over the first 20' from the town road. See green rectangle on sketch.

The remainder of the existing driveway will be available for plowed snow and sand.

Site distances are at least 155' in both directions. Sand pile will be moved during construction.

Culvert at bottom of driveway will be extended as necessary.

(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<sup>1</sup>**


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**

<b>Posted Speed (mph)</b>	<b>Minimum Sight Distance (feet)</b>
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

Andrew Mann  
 Applicant Printed Name

2023-07-17  
 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.]

<sup>1</sup> 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 July 17, 20 23 by Becky Fielder.

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

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

See attached memorandum of decision.

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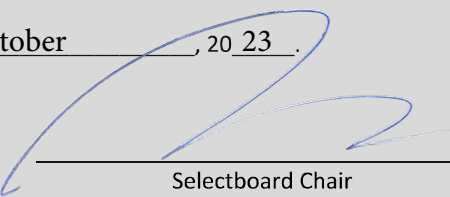
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PERMIT APPROVED this 13th day of October, 20 23.

n/a  
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.

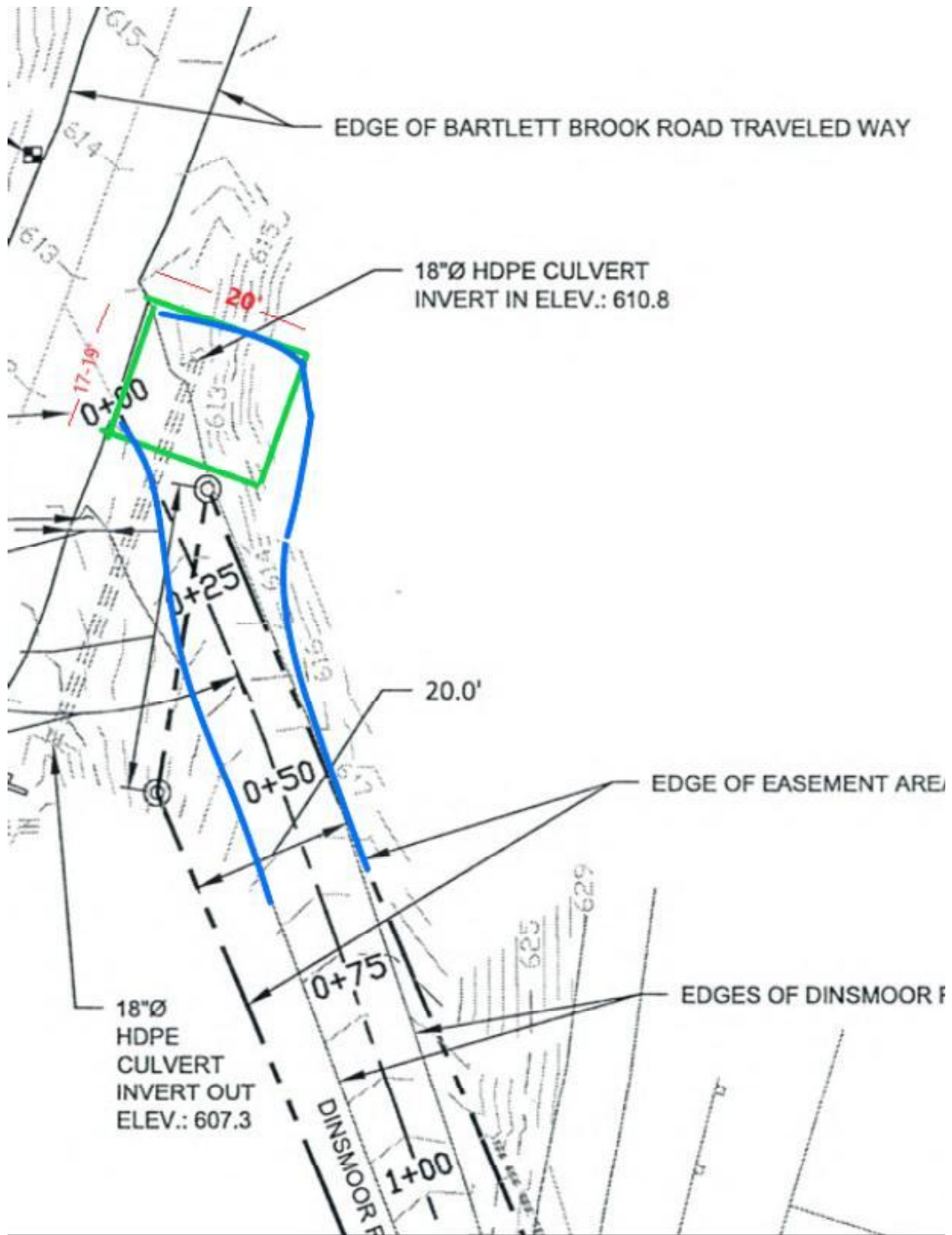
\_\_\_\_\_  
Road Commissioner

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

\_\_\_\_\_  
Date

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





**TOWN OF POMFRET  
Selectboard**

Memorandum of Decision

Property Address: 19 Dinsmoor Road  
Pomfret, Vermont

Parcel No.: 3918  
Parcel Size: +/- 4.75 acres

Property Owner: Andrew A. and Kathy J. Mann  
P.O. Box 20  
South Pomfret, Vermont 05067

Applicant: Andrew A. and Kathy J. Mann  
P.O. Box 20  
South Pomfret, Vermont 05067

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This Memorandum of Decision (this “Decision”) is issued by the Selectboard of the Town of Pomfret (the “Selectboard”), in connection with the Application for Town Highway Access Road Permit dated July 17, 2023, by Andrew A. and Kathy J. Mann (“Applicant”) and attached hereto as Exhibit A (the “Mann Application”).

The Mann Application seeks to modify Dinsmoor Road (a private driveway) where it intersects Bartlett Brook Road (Town Highway No. 39), as more particularly described in Section I.B below.

**I. Dinsmoor Road and Proposed Modifications**

**A. Dinsmoor Road**

Dinsmoor Road serves three residential parcels: (1) No. 3918 owned and occupied by Applicant, (2) No. 3918-A owned by the Hillary D. White Revocable Trust and occupied by Hillary D. White and Philip Dechert (the “White Parcel”), and (3) No. 3918-B owned by Alison Sander and occupied by a lessee (the “Sander Parcel”).

While the area proposed to be modified by the Mann Application is located on Applicant’s property, the White Parcel and the Sander Parcel benefit from an easement and right-of-way to traverse Applicant’s property at and adjacent to this location (the “Existing Easement”).

Bartlett Brook Road begins at Pomfret Road (Town Highway No. 1) and runs north to the joint intersection of Totman Hill Road (Town Highway No. 38) and Legal Trail No. 3. Totman Hill Road then proceeds southwest to Legal Trail No. 4. In Pomfret, the operation of motor vehicles on



Legal Trails requires a permit that may be issued only under limited circumstances.<sup>1</sup> As a result, nearly all traffic utilizing Dinsmoor Road approaches from and departs to the south, in the direction of Pomfret Road.

The existing traveled way of Dinsmoor Road intersects Bartlett Brook Road at a skew angle requiring most users to make sharp turns when approaching from and departing to the south. Dinsmoor Road is also moderately graded uphill from the town highway. As a result, the driveway can be challenging to navigate, particularly in winter conditions.

#### B. Proposed Driveway Modifications

The Mann Application proposes to address these challenges by excavating the embankment north of the existing traveled way of Dinsmoor Road to create a level graded, 20-foot wide by 16-foot deep area in which vehicles may enter onto and exit from Bartlett Brook Road. This would result in an approximately 90-degree intersection between Dinsmoor Road and Bartlett Brook Road, versus the skew angle that now exists.

By comparison, the White Application (as defined below) proposes to establish a shared access apron south of the existing traveled way of Dinsmoor Road with the similar goal of improving intersection navigability, albeit without reducing the uphill grade.

## II. Procedural History

#### A. The White Application and White-Mann Litigation

This Decision is made concurrently with a decision on an Application for Town Highway Access Road Permit dated August 7, 2023, by Hillary D. White and Philip Dechert (the “White Application”). Like the Mann Application, the White Application also seeks to modify Dinsmoor Road where it intersects Bartlett Brook Road. Each application has been evaluated on its own merits, but with consideration given to whether one or the other better meets the applicable standards described in Section III below.

Both applicants also are engaged in an ongoing dispute concerning their respective rights in the Existing Easement. The particulars of this dispute are beyond the scope of this Decision, but are subject to pending litigation (the “White-Mann Litigation”) to which the Town of Pomfret has been made a party by Applicant.<sup>2</sup> The Town’s status as a party to the White-Mann Litigation, and the involuntary means by which it became a party, were not considered by the Selectboard when reaching this Decision.

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<sup>1</sup> Town of Pomfret, Ordinance Pertaining to Travel on Trails, adopted August 4, 2004, *available at* [https://pomfretvt.us/files/1014/0068/3275/trails\\_ordinance\\_\\_policy.pdf](https://pomfretvt.us/files/1014/0068/3275/trails_ordinance__policy.pdf).

<sup>2</sup> See Hillary White et al. v. Andrew Mann et al., No. 23-CV-03473 (Vt. Super. Ct.).

## B. The Mann Application

Applicant submitted the Application on July 17, 2023, via hard copy to the Town Clerk, and via email to the Selectboard, Ms. Sander and counsel to Dr. White and Mr. Dechert. The Selectboard conducted a site visit on August 16, 2023.<sup>3</sup> On September 10, 2023, Applicant submitted the revised site plan attached hereto as Exhibit B (the “Revised Site Plan”).<sup>4</sup>

A hearing on the Mann Application was held on September 12, 2023, during a special meeting of the Selectboard at which a hearing on the White Application also was held. The events of the Mann Application hearing are more particularly described in Section 5 of the related Selectboard meeting minutes.<sup>5</sup>

The Selectboard closed the Mann Application hearing on September 12, 2023, held non-public deliberative sessions on September 20, 2023 and October 4, 2023, and thereafter reached this Decision.

## III. Applicable Standards

### A. Pomfret Highway Ordinance

Section 5.3(k) of the Town of Pomfret Highway Ordinance (the “Highway Ordinance”)<sup>6</sup> requires that the first 20 feet of a driveway entering upon a town highway meet the following standards, unless the same are waived or varied:

- Intersection angle of 90 degrees to the town highway.
- Minimum sight distance in both directions (the required distance being determined by reference to the posted speed limit of the intersecting town highway).
- Sixteen foot minimum width.
- Grading and slope such that water from the driveway does not enter the town highway (it being recommended that the driveway have a grade dropping six inches in ten feet before extending either up or down slope).
- Culverts to be installed if necessary to prevent deterioration of the town highway.

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<sup>3</sup> The August 16, 2023, site visit was the latest of several visits made by the Selectboard. An earlier site visit was made on November 4, 2022, to review prior driveway modifications proposed by Applicant and the White Parcel occupants that ultimately were not implemented. Selectboard members and the Road Foreman made additional visits at various times during the eighteen months prior to this Decision.

<sup>4</sup> The Revised Site Plan (and the original plan attached to the Application) is an altered excerpt of the MacKenzie Engineering and Construction plans included with the White Application.

<sup>5</sup> Town of Pomfret Selectboard, Special Meeting Minutes, September 12, 2023, *available* at [https://pomfretvt.us/index.php/download\\_file/view/2256/265/](https://pomfretvt.us/index.php/download_file/view/2256/265/).

<sup>6</sup> Town of Pomfret, Highway Ordinance, adopted June 21, 2023, *available* at [https://pomfretvt.us/files/4016/8740/6683/Pomfret\\_Highway\\_Ordinance\\_as\\_adopted\\_2023-06-21.pdf](https://pomfretvt.us/files/4016/8740/6683/Pomfret_Highway_Ordinance_as_adopted_2023-06-21.pdf).

- Vegetation and trees to be removed if necessary to provide for visibility and safety.

#### B. State Law

Relevant state law at 19 V.S.A. 1111 requires, among other things, that a permit be obtained by anyone wishing to use any part of a highway right-of-way, including to develop, construct, regrade or resurface any driveway, entrance or approach. State law further empowers Vermont municipalities to protect and promote the safety of the traveling public, maintain reasonable levels of service on the existing highway system, and protect the public investment in the existing highway infrastructure.

#### C. Application of Applicable Standards

Based on the Mann Application, Revised Site Plan and testimony of witnesses, the Selectboard finds that the proposed modifications to Dinsmoor Road meet the applicable standards set forth in the Highway Ordinance. In particular, the proposed modifications would create a 90-degree intersection with Bartlett Brook Road and level grading over the first 20 feet of the driveway. The minimum sight distance and width standards are met as well. The culvert requirement is addressed in Section V below.

The result is a material improvement relative to the existing driveway, which has a moderate grade uphill from the town highway and requires most users to make sharp turns when entering onto and exiting from Dinsmoor Road.

The level grading will reduce runoff entering the town highway and the risk that vehicles will overrun the traveled way of Dinsmoor Road or Bartlett Brook Road, particularly in winter conditions. The 90-degree intersection will improve visual sightlines and reduce potential vehicular conflicts.

By meeting the applicable Highway Ordinance standards, the Selectboard also finds that the proposed modifications adequately protect the interests articulated in 19 V.S.A. 1111(b).

While the Mann Application does not include original engineering or site plans, following multiple site visits, the Selectboard concludes the proposed driveway modifications are feasible and likely to achieve the outcome described by Applicant.

All Town Highway Access Road Permits are subject to final approval once construction is complete. Should the proposed modifications prove infeasible or otherwise not be made as approved herein, final approval will be withheld until corrective action is taken.

#### IV. Decision

Based on the Mann Application, Revised Site Plan, testimony of witnesses, the findings and conclusions described above, and **subject to the conditions and limitations specified in Section V below**, a permit to construct a residential driveway as depicted in the Revised Site Plan is **approved**.

## V. Conditions and Limitations

The decision described in Section IV above is subject to the following conditions and limitations, which shall be binding on Applicant, its successors and assigns:

- A. The proposed modifications to Dinsmoor Road shall be made as soon as practicable, at Applicant's cost, and Applicant shall use best efforts to complete all work in the highway right-of-way by November 30, 2023.

If despite Applicant's best efforts all work in the highway right-of-way cannot be completed by November 30, 2023, Applicant shall by the same date remove (or cause to be removed) all objects, fill or obstructions in the highway right-of-way interfering with normal use of the existing traveled way of Dinsmoor Road or maintenance of the highway right-of-way.

- B. The first 20 feet of the driveway shall conform in all material respects to the materials included in the Mann Application, Revised Site Plan and testimony of witnesses, except as expressly modified herein. Any material change to the foregoing shall require further review and approval by the Selectboard under the regulations applicable at that time.

By way of example and not limitation, the inability to complete the excavation necessary to create a level graded, 20-foot by 16-foot area at the intersection of Dinsmoor Road and Bartlett Brook Road would constitute a material change subject to further review and approval by the Selectboard.

- C. The first 20 feet of the driveway shall conform to the standards set forth in Section 5.3(k) of the Highway Ordinance, except as expressly modified herein.
- D. The standards, restrictions and conditions set forth in the form of Application for Town Highway Right-of-Way Crossing Permit adopted July 6, 2022, and attached hereto as Exhibit C shall apply to all work performed in the highway right-of-way, including but not limited to rebuilding, repairing, restoring and making good all injuries or damage to any portion of the right-of-way caused by the permitted work.
- E. The proposed excavation shall be completed in accordance with applicable standards contained in Section 203 of the VTrans Standard Specifications for Construction, 2024 ed.<sup>7</sup>

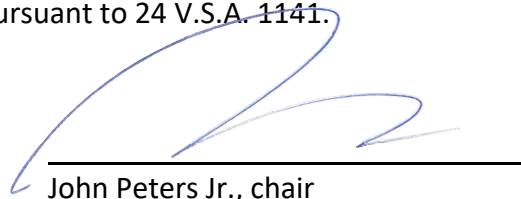
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<sup>7</sup> State of Vermont, Agency of Transportation, Standard Specifications for Construction (2024 ed.), available at <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

- F. The existing culvert at the bottom of Dinsmoor Road and running parallel to Bartlett Brook Road shall be extended north as necessary to capture anticipated runoff from the modified driveway.
- G. The area south of Dinsmoor Road and within the highway right-of-way shall be restored to a permeable surface sufficient to absorb anticipated runoff from the modified driveway and kept open to allow for placement of snow removed from the driveway.
- H. Applicants shall grant to the record owners of the White Parcel and the Sander Parcel, and to their respective heirs and assigns (collectively, "Grantees"), an easement and right-of-way (the "New Easement") on terms no less favorable to Grantees as are granted in that certain Quit Claim Deed dated June 12, 1987, by and between Applicant, as grantor, and Hillary W. Dechert and Philip Dechert, Jr., as grantees, recorded June 12, 1987, in Book 36 Pages 137-139 of the Pomfret Land Records, and attached hereto as Exhibit D. The New Easement shall include all of the lands and premises within the red circles depicted on the Revised Site Plan (to the extent the same are not already included in the Existing Easement), shall not purport to extinguish any prior easements or rights-of-way of record, and shall be prepared at Applicant's sole cost and expense.
- I. Neither this Decision nor the permit approved herein shall be construed as a conveyance by the town of any interest in the town highway right-of-way, or a waiver or relinquishment of its authority therein and thereover, and the town shall continue to own, operate, control and maintain the town highway right-of-way consistent with its current practice and applicable federal, state and local laws, whether or not the same have been expressly referenced herein.
- J. This Decision applies only to the subject matter contained herein. The conformity of any other structures, uses, or activities with the Highway Ordinance or any other applicable federal, state and local laws was not considered and is not addressed in this Decision. Any prior decision of the Selectboard or other agent or tribunal of the town affecting the subject location shall continue in full force and effect, except as otherwise provided herein.

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

This Decision approved at Pomfret, Vermont, this 13th day of October, 2023, and signed by the chair of the Pomfret Selectboard on its behalf pursuant to 24 V.S.A. 1141.



John Peters Jr., chair  
Pomfret Selectboard

Selectboard members John Peters Jr., Benjamin Brickner, Steve Chamberlin, Meg Emmons and Emily Grube voted in the affirmative.

**NOTICE:** This Decision may be reviewed in the manner provided by law pursuant to Rule 75 of the Vermont Rules of Civil Procedure.

**EXHIBIT A**

Mann Application

Attached.



**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: Andrew & Kathy Mann    Phone: [REDACTED]    Email: [REDACTED]

Applicant Mailing Address: PO Box 20    State: S.Pomfret    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 side (cardinal direction) of Bartlett Brook Road (town highway name)  
at approximately 5300' (feet) from the intersection of Pomfret Road (nearest town highway intersection).

Please provide a brief description of the work to be done: Widen existing drive on the north side in order to acquire a Driveway Access Permit conforming to existing specifications re width, 90 degree intersection, 1' slope away from town road for first 20' in order to improve driveway safety.

See attached sketch.

Width of driveway will be between 17' and 19'. Driveway will enter town road at 90 degrees and pitch away from town road 1' over the first 20' from the town road. See green rectangle on sketch.

The remainder of the existing driveway will be available for plowed snow and sand.

Site distances are at least 155' in both directions. Sand pile will be moved during construction.

Culvert at bottom of driveway will be extended as necessary.

(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<sup>1</sup>**


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**

<b>Posted Speed (mph)</b>	<b>Minimum Sight Distance (feet)</b>
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
 Andrew Mann  
 Applicant Printed Name
 2023-07-17  
 Date

(Complete only if Applicant is not the Landowner)

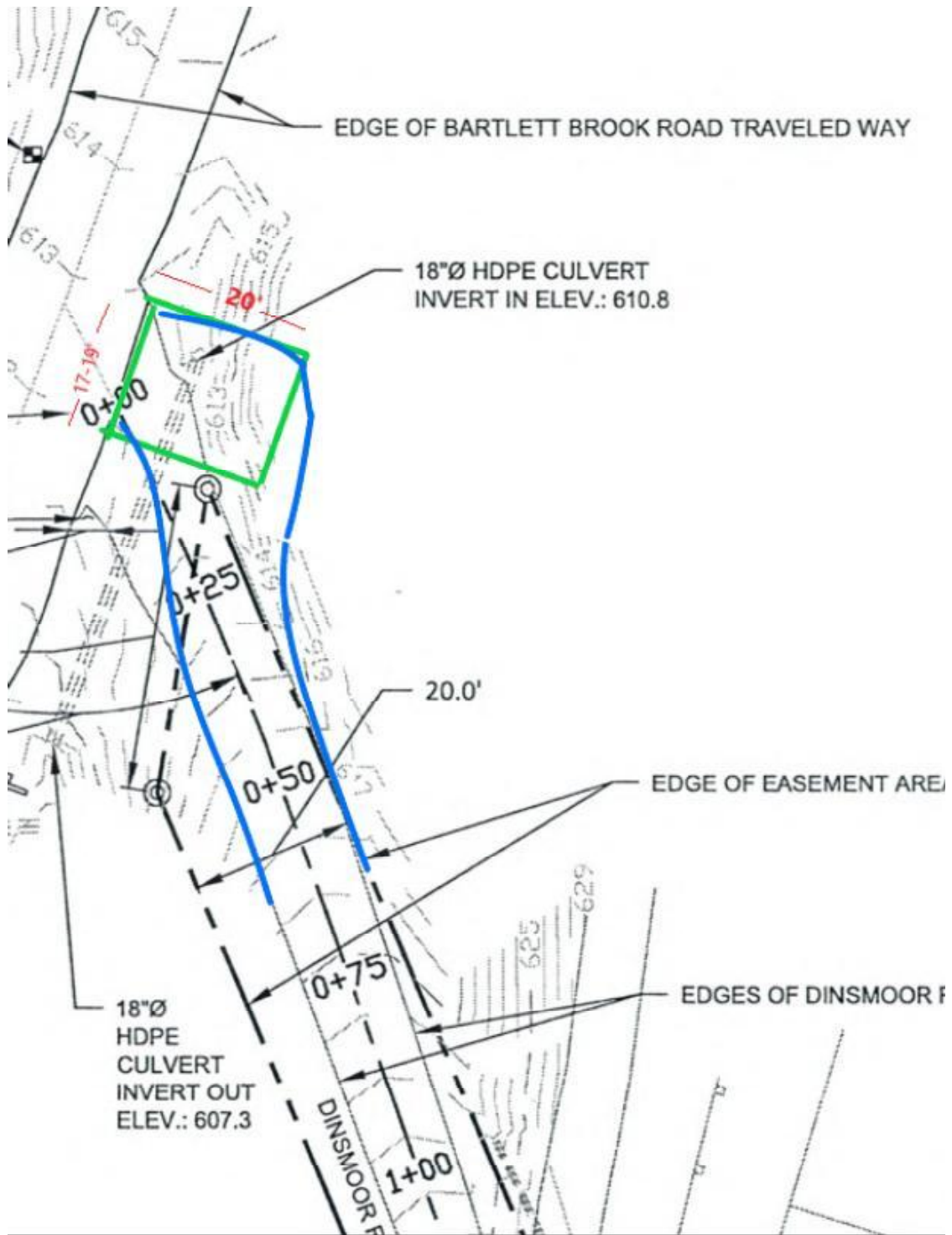
The undersigned Landowner acknowledges they have received a copy of this completed Application.

\_\_\_\_\_  
 Landowner Signature
 \_\_\_\_\_  
 Landowner Printed Name
 \_\_\_\_\_  
 Date

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

<sup>1</sup> 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.





**EXHIBIT B**

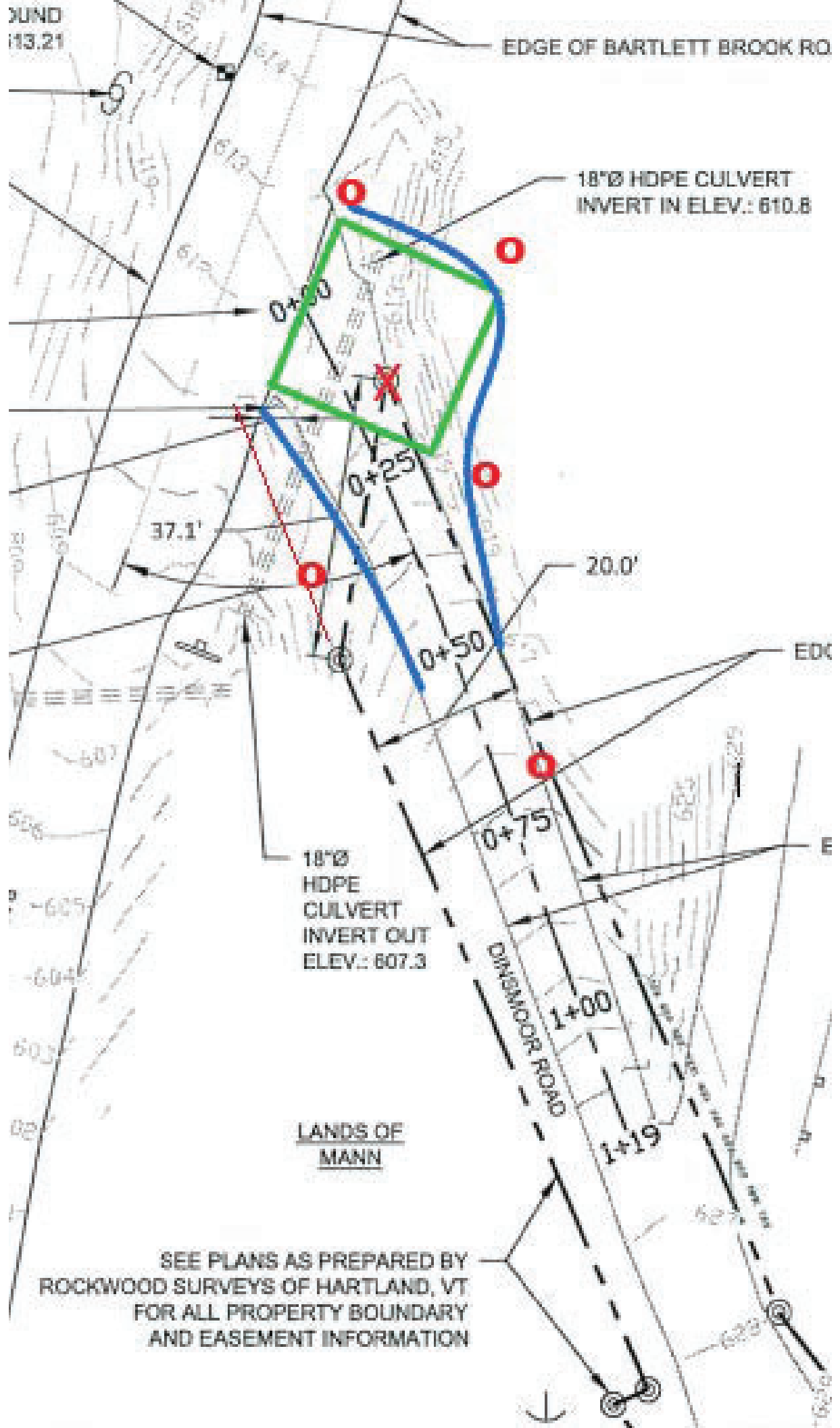
Revised Site Plan

Attached.

XUND  
113.21

EDGE OF BARTLETT BROOK RD

18"Ø HDPE CULVERT  
INVERT IN ELEV.: 610.8



LANDS OF  
MANN

SEE PLANS AS PREPARED BY  
ROCKWOOD SURVEYS OF HARTLAND, VT  
FOR ALL PROPERTY BOUNDARY  
AND EASEMENT INFORMATION

**EXHIBIT C**

Form of Application for Town  
Highway Right-of-Way Crossing Permit

Attached.



**TOWN OF POMFRET**

APPLICATION FOR TOWN HIGHWAY RIGHT-OF-WAY CROSSING PERMIT

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

Landowner Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The undersigned requests permission to cross over / under (circle one) the right-of-way of \_\_\_\_\_ (road name)

at \_\_\_\_\_ (describe precise location)

for the purpose of \_\_\_\_\_ (describe specific purpose).

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

(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.



**EXHIBIT D**

1987 Quit Claim Deed  
(Pomfret Land Records Book 36 Pages 137-139)

Attached.

# Know all Men by these Presents

That We, Andrew A. Mann and Kathy Jean Mann

of Pomfret in the County of Windsor  
and State of Vermont Grantors, in the consideration of  
One dollar and Other Good and Valuable Consideration Dollars  
paid to our full satisfaction by  
Philip Dechert, Jr. and Hillary W. Dechert

of Pomfret in the County of Windsor  
and State of Vermont Grantee s, have REMISED, RELEASED,  
AND FOREVER QUITCLAIMED unto the said  
Philip Dechert, Jr. and Hillary W. Dechert, and their

all right and title which heirs or assigns,  
we the said Andrew A. Mann and Kathy Jean Mann

easement and right-of-way or our heirs have in, and to a  
certain ~~piece of land~~ in Pomfret in the  
County of Windsor and State of Vermont, described as  
follows, viz:

- Being an easement and right of way in common with grantors, their heirs and assigns, for ingress and egress to the land and premises of grantees, across land and premises conveyed to the grantors by the following deeds:
1. Warranty deed of Raymond L. Collamore and Alice G. Collamore dated November 26, 1984 and recorded in Book 34 at Page 281 of the Town of Pomfret Land Records, and
  2. Warranty deed of Kurt A. Vreeland and Patricia A. Vreeland dated November 12, 1984 and recorded in Book 34 at page 282 of the Town of Pomfret Land Records.

The location of this right of way is shown on a plan prepared by Bruno Associates, Inc. P.C. entitled "Proposed Right-of-way across lands of Andrew and Kathy Mann in Pomfret, Vermont" dated December 1986, scale 1" = 40', and is described thereon as follows:

Commencing at a 5/8" rebar set in the ground near the intersection of Town Highway #39 and an existing drive, and running S 22 degrees 10' E 132.4' to a rebar set in the ground; thence proceeding S 36 degrees 12' E 67.8' to a rebar set in the ground; thence turning an angle to the left and proceeding N 58 degrees 43' E 10.0' to a point; thence turning an angle to the right and proceeding S 28 degrees 37' E 246.4' to a 1/2" iron pipe; thence turning an angle to the right and proceeding N 86 degrees 27' W 41.3' to a point; thence turning an angle to the right and proceeding N 28 degrees 37' W 223.0' to a point; thence proceeding N 36 degrees 12' W 68.2' to a point; thence turning an angle to the right and proceeding N 67 degrees 50' E 5.0' to a point; thence turning an angle to the left and proceeding N 22 degrees 10' W 103.6' to a point; thence turning an angle to the right and proceeding N 10 degrees 27' E 37.1' to a 5/8" rebar, being the point and place of beginning.

Also conveyed herein is an easement in common with Grantors, their heirs and assigns, for electric and telephone utility purposes, to be established and located identically to the utility easement being conveyed by instrument of these grantors dated December 12, 1986 to Central Vermont Public Service Corporation and New England Telephone and Telegraph Company.

continued...

Both grantors and grantees intend by delivery and acceptance of this deed to extinguish all other and prior easements and rights-of-way of record and in fact which may cross the grantors' land for the benefit of grantees' land, including, without limitation, those rights-of-way created by deeds of Ehrick J. Wood and Blanche R. Wood to William H. Maynes and Shannon H. Maynes dated July 8, 1966 and recorded in Book 29 at page 225 of the Town of Pomfret Land Records, and dated September 24, 1965 and recorded in Book 29 at page 110 of the Town of Pomfret Land Records.

The rights and interests conveyed herein are subject to rights of mortgages under now existing mortgages.

Grantees, their heirs and assigns, shall notify grantors in advance of any cutting of trees within the herein conveyed easement area, except in case of emergency.

Grantees, for themselves and their heirs and assigns, waive any claim for contribution in the event that grantors or their family members wish to connect to the utility lines established within this easement. Grantors reserve that right to connect to said utility lines for themselves and their family members, but not for other assigns.

Reference may be had to the above-mentioned deeds and plan and to all prior deeds in the Town of Pomfret Land Records for a more particular description of the rights herein conveyed.

Grantees, their heirs and assigns, are further conveyed a reasonable right if necessary, to repair and maintain their driveway, and for such specific purpose may exceed the bounds of the herein-conveyed easement only with Grantor's permission, such permission, not to be unreasonably withheld. It is specifically agreed and understood between the parties hereto, their heirs and assigns and successors, that such right shall be limited to the necessity of repair in the event of washout, substantial deterioration and the like, necessitating substantial repairs or reinstallation of the subject driveway. If this right is exercised, Grantees, their heirs and assigns shall repair at their expense any damage thereby caused to Grantor's premises, and shall restore Grantor's premises to as near its original condition as possible.

continued....

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said Philip Dechert, Jr. and Hillary W. Dechert, and their

heirs and assigns forever.

AND FURTHERMORE we the said Andrew A. Mann and Kathy Jean Mann

do for ourselves and our heirs, executors and administrators, covenant with the said Philip Dechert, Jr. and Hillary W. Dechert, and their

heirs and assigns, that from and after the ensembling of these presents the said

Andrew A. Mann and Kathy Jean Mann

will have and claim no right, in, or to the said quit-claimed premises. except as set forth herein

IN WITNESS WHEREOF, we hereunto set our hand and seal this day of A.D. 19

In Presence of

Muriel Norman witness to AAM & KJM

Hiedi S. Kenison witness to AAM & KJM

Noema Martin witness to PD & HWD

Noema Martin witness to PD & HWD

Andrew A. Mann L.S.

Kathy Jean Mann L.S.

Philip Dechert, Jr. L.S.

Hillary W. Dechert by Philip Dechert, Jr. her attorney in fact L.S.

STATE OF VERMONT, Windsor County ss. At 12th day of June A. D. 1987 this

Andrew A. Mann and Kathy Jean Mann

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me Muriel Norman Notary Public (Title)

STATE OF VERMONT WINDSOR COUNTY, SS At Bridgewater this 10 day of June 1987 PHILIP DECHERT, JR. and HILLARY W. DECHERT personally appeared, and they acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me Noema Martin Town Clerk Notary Public

Pomfret Town Clerk's Office: Received for record on June 12, A.D. 1987 at 12:40 P.M. A true copy. Attest: Hazel B. Harrington Town Clerk

Vermont Property Transfer Tax 32 V.S.A. Chap. 231 ACKNOWLEDGMENT Return Rec'd. Tax Paid. Board of Health Cert. Rec'd. Vt. Land Use & Development Plans Act Cert. Rec'd. Return No. 9782902 Signed Hazel Harrington, Clerk Date June 12, 1987

**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: Blair Baldwin Phone: [REDACTED] Email: [REDACTED]

Applicant Mailing Address: PO Box 31, South Pomfret 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 434 (feet) from the intersection of Labounty Road (nearest town highway intersection).

Please provide a brief description of the work to be done: \_\_\_\_\_

We would like to relocate our driveway by approximately 238 feet to the south along Pomfret Road from its current location. This will make for safer conditions entering and exiting our driveway, as currently there is limited visibility for traffic - which often travels at over 50 MPH - coming off the hill from Town Hall. We would like to convert the current driveway to a gated footpath that is wide enough for a lawnmower or small agricultural vehicle to pass through for practical purposes, but not for cars / trucks to enter or exit the property. This proposal will bring our driveway into code, as the current location does not provide 360 feet of sight distance on Pomfret Road.

Map with approximate measurements attached.

(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<sup>†</sup>**

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.

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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                      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.]*

<sup>†</sup> 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 May 31, 2024 by [Signature].

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

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

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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.

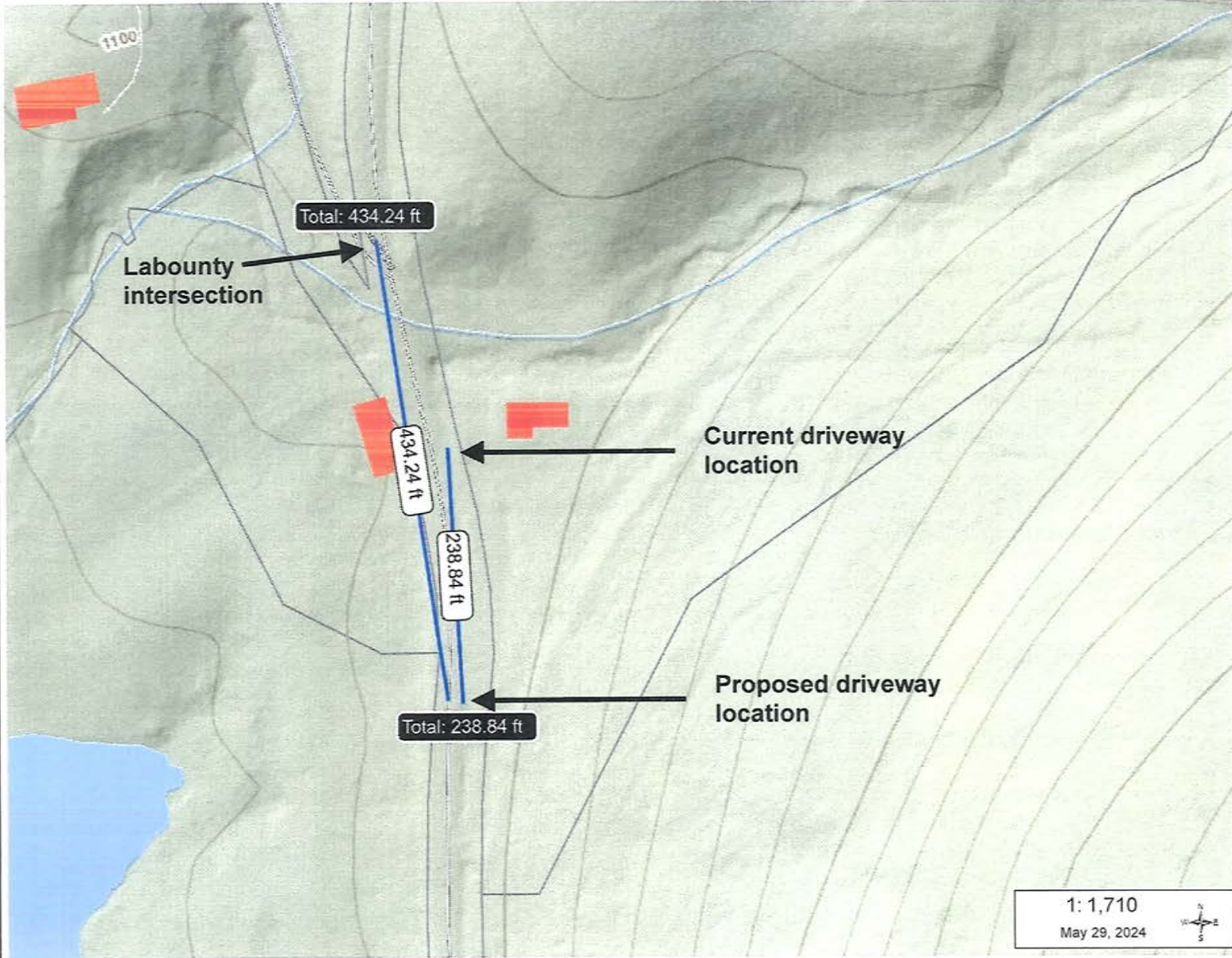
\_\_\_\_\_  
Road Commissioner

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

\_\_\_\_\_  
Date

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





**LEGEND**

- Building footprints
- Parcel polygons
- Inactive parcels
- Airports
- Rail Lines
- Town Boundaries
- County Boundaries
- Buildings
- Village Boundaries
- VT State Boundary



1:1,710  
May 29, 2024

**NOTES**

This map was created with the VT Interactive Map Viewer.

0.05 0 0.03 0.05 Miles  
 WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere 1" = 142 Ft. 1cm = 17 Meters  
 © Vermont Center For Geographic Information THIS MAP IS NOT TO BE USED FOR NAVIGATION

**DISCLAIMER:** This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. VCGI and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

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: Sidney Moore Phone: [Redacted] Email: [Redacted]

Applicant Mailing Address: 125 Cabin Hill Rd State: Vt Zip: 05084

(Complete only if Applicant is not the Landowner)

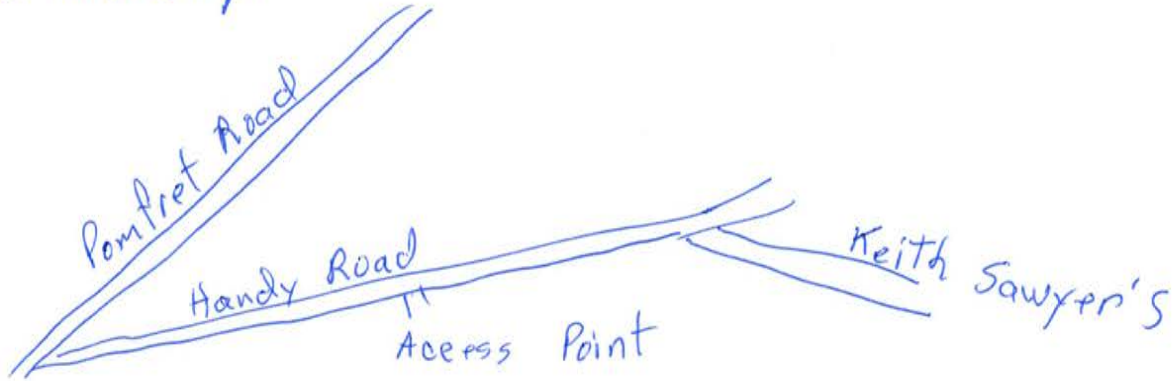
Landowner Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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 SW (cardinal direction) of Handy Road (town highway name)  
at approximately 300 (feet) from the intersection of Pomfret Rd (nearest town highway intersection).

Please provide a brief description of the work to be done: Clear a small work area off the Handy Road with a graded access to the Handy Road for wood work 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 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<sup>1</sup>**

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.

*Sidney Moore*  
Applicant Signature

Sidney Moore  
Applicant Printed Name

5 June 2024  
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.]*

<sup>1</sup> 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.





May 27, 2024

Dear Town of Pomfret & Select Board,

This letter is to inform you of an upcoming event that will occur partially in the Town of Pomfret, pending approval of our application. The 33rd Annual Vermont 100 Endurance Race will be held on July 20th-21st, 2023. Our event runs from 4 a.m. on July 20th until 10 a.m. on July 21st, though our participants will only be in your area for part of the time.

**The route taken through Pomfret will be:**

*Entering from Hartford, following Cloudland Road, Galaxy Hill Road, Pomfret Road, Johnson Road, Hewitt Hill Road, Hidden Ridge Road, Webster Hill Road, Bernard Road, many private landowners (whose permission we already have), Wild Apple Road, and exiting into Woodstock on Austin Road. There will be a traffic detail with your Police Department at Stage Road & Wild Apple Road intersection. A map of the route is included, along with the permit application.*

Marking its 33rd year, the Vermont 100 Mile Endurance Race holds a special place in our community. It's the sole not-for-profit endurance run in the country, with all proceeds benefiting Vermont Adaptive Ski & Sports (VASS). VASS, a non-profit organization, offers recreational opportunities for individuals with disabilities, enabling them to experience the thrill of sports that many of us often take for granted. The VT100 is one of the largest fundraisers supporting VASS and remains the only combined 100-mile run & ride left in the US.

The VT100 Mile planning committee has meticulously planned for a successful race. The race committee and volunteer staff are dedicated to organizing a SAFE & enjoyable event, one that respects both property and individuals. We value your input and would appreciate hearing any comments or concerns you may have. I am always available to address any questions or concerns you may have. Your feedback is valuable to us and we look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Amy Rusiecki".

Amy Rusiecki  
VT100 Race Director  
27 Graves Street  
South Deerfield, MA 413.575.4491  
[vt100@vermontadaptative.org](mailto:vt100@vermontadaptative.org)  
[www.vermont100.com](http://www.vermont100.com)



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 Vermont 100 Endurance Race

PHONE [REDACTED]

ADDRESS 27 Graves Street, South Deerfield, MA

CONTACT PERSON Amy Rusiecki PHONE [REDACTED]

LOCATION OF ASSEMBLY AND BEGINNING OF EVENT Corner of Stage Road & Wild Apple Road


ROUTE ON PUBLIC HIGHWAYS (attach map showing route) \_\_\_\_\_

Entering from Hartford, following Cloudland Road, Galaxy Hill Road, Pomfret Road, Johnson Road, Hewitt Hill Road, Hidden Ridge Road, Webster Hill Road, Bernard Road, Wild Apple Road, & exiting into Woodstock on Austin Road.

TRAFFIC CONTROL (if any) Police detail at intersection of Stage Rd/ Wild Apple Rd- see attached letter.

EVENT DATE(S) July 20th, 2024 HOUR (start) 9:00 am (end) 2:00 pm

ESTIMATED NUMBER OF PARTICIPANTS 450

 4/27/2024  
Authorized Representative Date

CONDITIONS:

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

Town of Pomfret  
5218 Pomfret Road  
North Pomfret, VT 05053


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

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

In consideration of the agreement of the **Town of Pomfret** to allow my organization access to town roads and highways, Vermont 100 Endurance Race (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**.

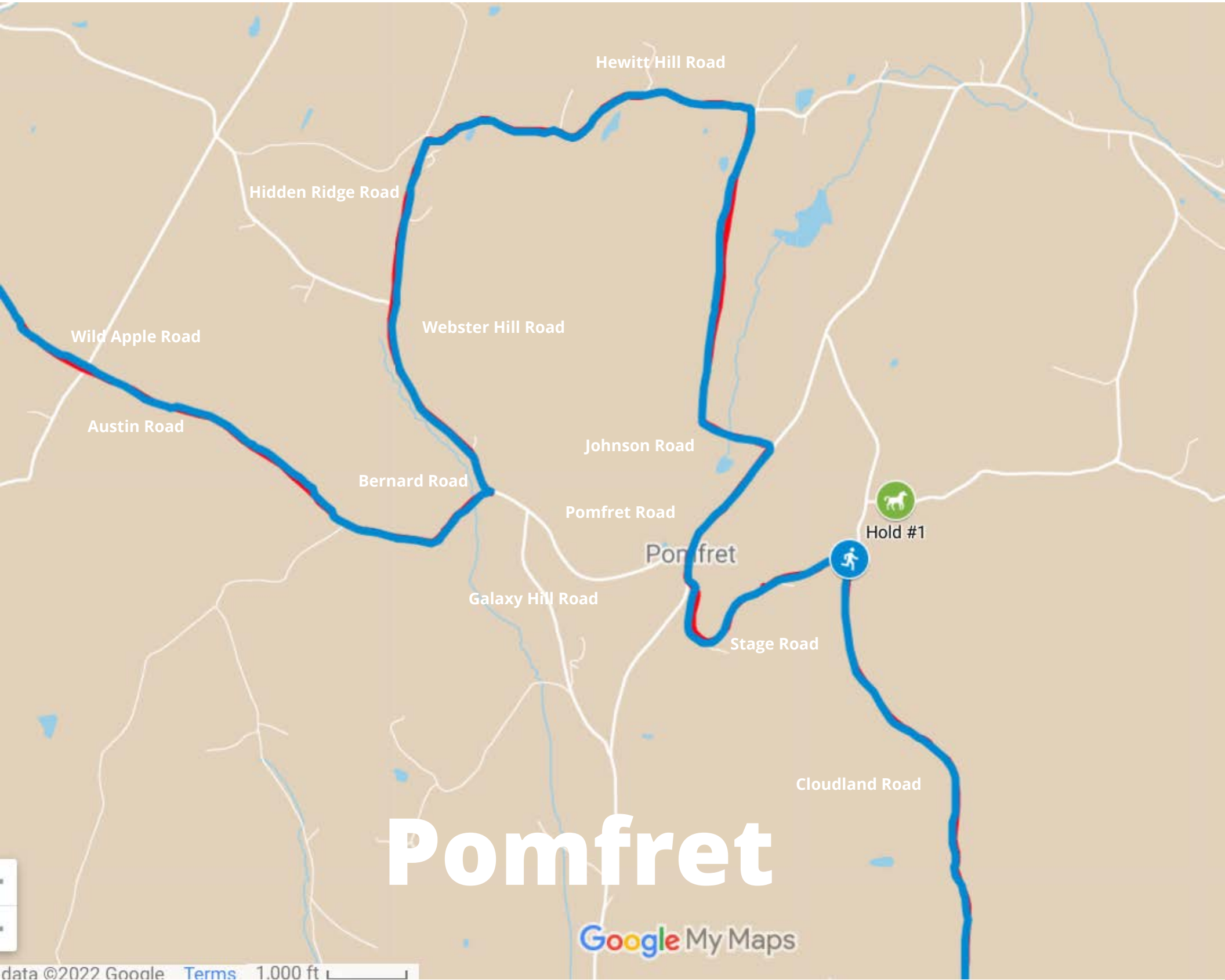
Date: 5/27/2024

Print Name: Amy Rusiecki

Sign Name: 

Witness: 

<b>CERTIFICATE OF INSURANCE</b>		<b>PRINT DATE:</b> 1/9/2024			
		<b>CERTIFICATE NUMBER:</b> 202401091021414			
<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. Vermont 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>					
VT100 Endurance Race (7/20/2024 - 7/21/2024)					
<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-17-01338542-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	GENERAL AGGREGATE (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-17-01338543-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2023 12:01 AM	11/1/2024 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>		
					



Hewitt Hill Road

Hidden Ridge Road

Wild Apple Road

Webster Hill Road

Austin Road

Johnson Road

Bernard Road

Pomfret Road

Pomfret



Hold #1



Galaxy Hill Road

Stage Road

Cloudland Road

# Pomfret

Google My Maps



Mike Doten  
May 30, 2024 edits

~~TOWN OF POMFRET, VERMONT~~  
SELECTBOARD

~~Draft - August 23, 2023~~



TOWN OF POMFRET, VERMONT  
SELECTBOARD

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To:	The Pomfret Community
From:	Town of Pomfret Selectboard
Date:	<del>August 16, 2023</del> <a href="#">June 19, 2024</a>
Subject:	<del>2023</del> <a href="#">2024</a> Foliage Season Traffic Management

**I. Introduction**

This memorandum summarizes steps the Town of Pomfret will take to manage and ameliorate traffic issues during the ~~2023~~[2024](#) Foliage Season (as defined below) along Cloudland Road (TH #5, and Woodstock TH #44) and Barber Hill Road (TH #5) created primarily by extraordinary tourism interest in private properties.

Foliage season traffic in this area has steadily increased during the last several years, causing significant safety, environmental, aesthetic, and quality of life issues. The steps summarized in this memo are part of a comprehensive effort, in coordination with area residents, to address these issues on the ground, through dialogue with local government partners, and on social and other information media.

~~The subject of this memo was discussed at the May 3, June 7, June 21, July 19, August 2 and August 16, 2023, Pomfret Selectboard meetings and reflects feedback provided by interested parties. This memo was approved by the Pomfret Selectboard on August 16, 2023.~~

[The 2023 Foliage Season Traffic Management was reviewed on November 8, 2023 by Representatives of the Woodstock Selectboard, Pomfret Selectboard, residents of Cloudland Road, and the Windsor County Sheriff. All were in agreement that the plan had worked well and](#)

smoothly and by all measures was a success. With this in mind, the 2024 plan will mirror what took place in 2023.

## II. Temporary Traffic Pattern Changes

*Road Closures.* From Saturday, September ~~23~~21 through Sunday, October ~~15, 2023~~20, 2024 (the “~~2023~~2024 Foliage Season”), and subject to the exceptions described below:

- Cloudland Road in Pomfret south of Barber Hill Road will be closed to all motor vehicle traffic.
- All of Cloudland Road in Woodstock will be closed to all motor vehicle traffic, ~~as authorized by the~~ (will need Woodstock ~~Select Board at its August 15, 2023 meeting.~~ Selectboard approval)
- All of Barber Hill Road will be limited to one-way traffic westbound and closed to all eastbound motor vehicle traffic.

For an illustration of the traffic pattern changes described above, see *Attachment 1*.

*No Parking Areas.* During the ~~2023~~2024 Foliage Season, parking will be prohibited:

- On both sides of Cloudland Road from immediately north of the driveway to 3655 Cloudland Road to immediately south of the driveway to 2763 Cloudland Road.
- On both sides of Barber Hill Road from immediately east of the driveway to 1178 Barber Hill Road to the intersection with Cloudland Road.

*Exceptions.* Notwithstanding the traffic pattern changes described above, the individuals listed below may continue to travel on Cloudland Road and Barber Hill Road in both directions. These individuals are asked to enter and exit the closure area by the shortest available route and to avoid unnecessary travel through the closure area.

- Cloudland Road, Barber Hill Road, Maxham Road (TH #46) and Orchard Hill (private) residents, their guests, deliveries, contractors and service providers
- All other Pomfret and Woodstock residents, but only within the closure area of their respective town
- Individuals actively engaged in the required agricultural practices, accepted silvicultural practices or forestry operations described in 24 V.S.A. 4413(d)(1)
- Operators of emergency vehicles while responding to emergencies

*Authority.* The temporary traffic pattern changes described above are authorized by 19 V.S.A. 303, 23 V.S.A. 1010 and Section 8 of the Pomfret Traffic and Parking Ordinance, and were approved by the Pomfret Selectboard on August 16, 2023, and the Woodstock Select Board on

August 15, 2023. All other traffic and parking regulations continue to apply except as modified herein.

### III. Temporary Signage and Barriers

To alert the traveling public of the traffic pattern changes described above, and as required by Section 8.2 of the Pomfret Traffic and Parking Ordinance, prior to the start of the ~~2023~~2024 Foliage Season, the Pomfret Highway Department will install the signage and barriers described in *Attachment 2*. Signage and barriers within the Town of Woodstock will be placed in coordination with the Woodstock Public Works Department.

During the ~~2023~~2024 Foliage Season, the signage and barriers described in *Attachment 2* will be monitored and replaced by area residents as needed, with timely notice of these activities to the Pomfret Highway Department or Woodstock Public Works Department, as applicable. The signage and barriers will be removed by the Pomfret Highway Department after the ~~2023 Foliage~~2024Foliage Season.

### IV. Pomfret Highway Department Guidance

The Pomfret Highway Department in its discretion may deviate from the signage and barriers described in *Attachment 2* in order to promote the safety of the traveling public, maintain reasonable levels of service on the existing highway system, and protect the public investment in the existing highway infrastructure.

While area residents will be primarily responsible for monitoring and replacing signage and barriers that are disturbed or removed during the ~~2023~~2024 Foliage Season, the Pomfret Highway Department may remove or relocate signage or barriers at any time in order to protect the traveling public or highway infrastructure.

### V. Patrol and Enforcement

The Pomfret Selectboard will ask the Windsor County Sheriff's Department to direct its existing patrols to the closure area during the ~~2023~~2024 Foliage Season, to enforce the temporary traffic pattern changes described above, and to issue warnings or citations as appropriate. Area residents will coordinate directly with the Sheriff's Department to direct these existing patrols within the closure area.

Area residents at their option, sole cost and expense, may also contract with the Sheriff's Department or other licensed traffic control professional for additional patrols during the ~~2023~~2024 Foliage Season. Area residents will provide advance notice to the Pomfret Selectboard and Woodstock Municipal Manager of any such additional patrols.

## VI. Communications and Publicity

Copies of this memo will be provided to the individuals and agencies listed in *Attachment 3*. A summary of the temporary traffic pattern changes described above also will be published by the Pomfret Selectboard in at least two public places as required by 19 V.S.A. 1110, in *The Vermont Standard* on or about September ~~14, 2023~~ 12, 2024, and on the Pomfret and Woodstock list serves on or about September 12 and September ~~21~~ 20, then weekly thereafter through October ~~12, 2023~~ 15, 2024.

The public is asked to direct any questions or concerns as follows:

- Regarding the policies described in this memo, to the Pomfret Selectboard (<https://pomfretvt.us/index.php/boar/sel/>) or the Woodstock Municipal Manager (<https://townofwoodstock.org/government/town-manager/>)
- Regarding town highway conditions, maintenance or damage, to the Pomfret Highway Department (<https://pomfretvt.us/index.php/dep/highway/>) or the Woodstock Public Works Department (<https://townofwoodstock.org/departments/public-works/>)
- Regarding non-emergency law enforcement matters, to the Windsor County Sheriff's Department (<https://windsorsheriff.org/contact-us>) or the Woodstock Police Department (<https://townofwoodstock.org/departments/emergency-services/>)
- For Emergencies, Fire or Ambulance, dial 911

## VII. Conclusion

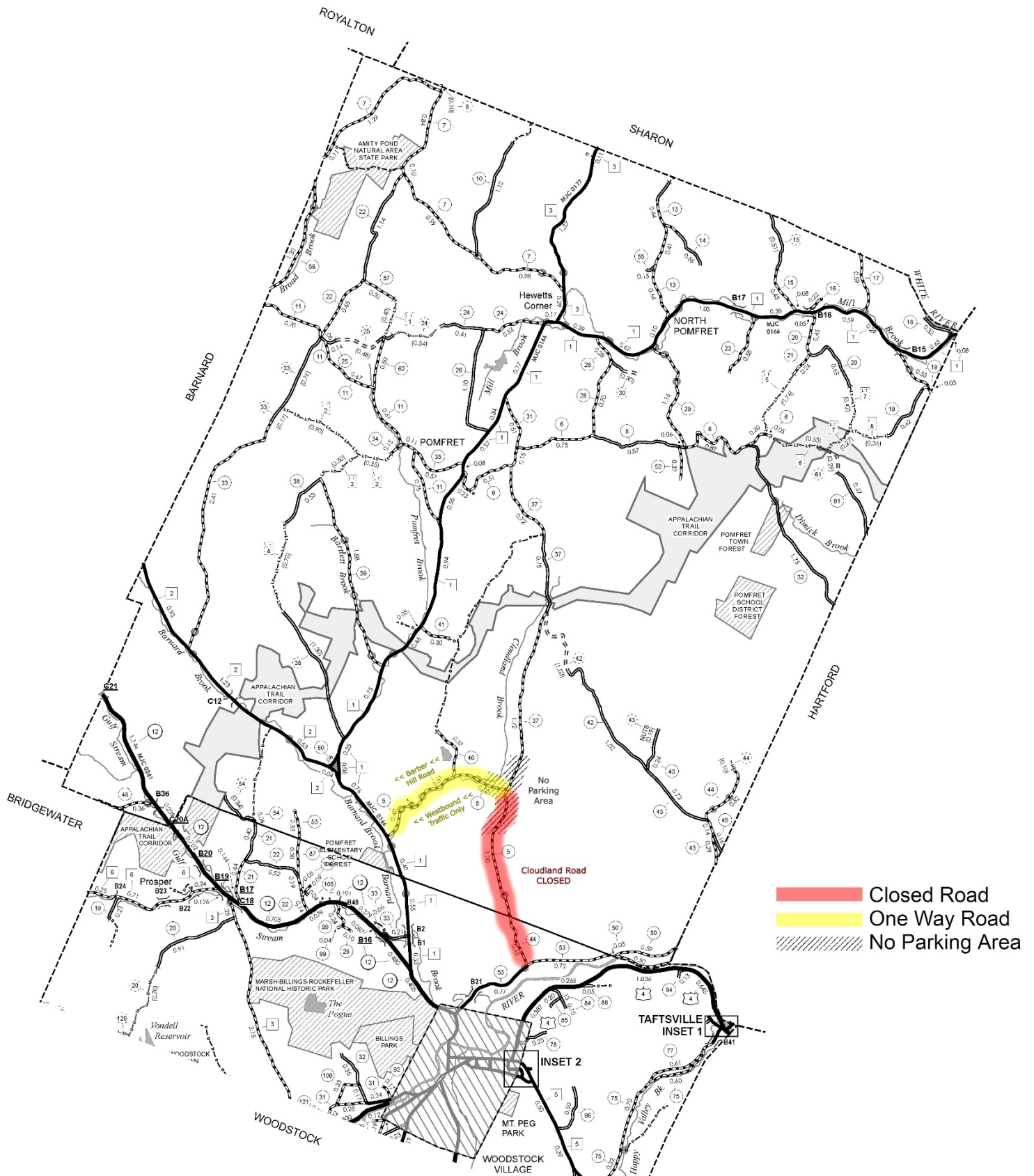
The Pomfret Selectboard recognizes that the traffic pattern changes and other steps summarized in this memo cannot fully address the significant issues created by fall foliage traffic along Cloudland Road and Barber Hill Road. We also appreciate these steps may inconvenience area residents, their guests and others.

Nonetheless, we believe these actions will significantly improve safety and quality of life for residents most severely affected by increased foliage season traffic. We thank the Pomfret and Woodstock communities for their patience and careful adherence to these temporary changes so that they may have their intended effect.

[Remainder of page intentionally blank. Attachments follow.]



### ATTACHMENT 1 TEMPORARY TRAFFIC PATTERN CHANGES



**ATTACHMENT 2**  
**TEMPORARY SIGNAGE AND BARRIERS**

***Cloudland Road in Woodstock (Woodstock TH #44)***

*(mileage measured north from the intersection with Old River Road (Woodstock TH #53))*

●● 0.01 miles (end of paved surface) –

- “Road Closed (local residents only)” on both sides facing south
- Two eight-foot barricades or reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

***Cloudland Road in Pomfret (TH #5)***

*(mileage measured north from the Woodstock town line)*

●● 0.00 miles (immediately north of the Woodstock town line) –

- “Road Closed (local residents only)” on both sides facing south
- Two eight-foot barricades or reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

●● 0.22 miles (immediately north of the driveway to 4169 Cloudland Road) – “Road Closed (local residents only)” on both sides facing south

●● 0.76 miles to 1.59 miles (from immediately north of the driveway to 3655 Cloudland Road to immediately south of the driveway to 2763 Cloudland Road) at regular intervals – “No Parking, Stopping or Standing” on both sides facing both directions

● Mileage? - place reflective barrels barricading the pull-out across Cloudland Road from Sleepy Hollow driveway

●● 1.10 miles (immediately south of the driveway to 3281 Cloudland Road) – “Road Closed (local residents only)” on both sides facing north

●● 1.21 miles (immediately south of Barber Hill Road) –

- “Road Closed (local residents only)” on both sides facing north
- “Detour” on southbound side directing traffic onto Barber Hill Road
- Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

**3.24 miles** (immediately south of

- Place a detour sign at Cloudland Farm Restaurant directing restaurant driveway) – “Road Closed Ahead (local residents only)” on both sides facing traffic back to the north toward Galaxy Hill Road

- 4.35 miles (immediately south of Galaxy Hill Road) –
  - “Road Closed Ahead (local residents only)” on both sides facing north
  - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass

**Barber Hill Road (TH #5)**

*(mileage measured east from the intersection with Pomfret Road (TH #1))*

- 0.00 miles (in the “wye” east of Pomfret Road) – “Detour” directing westbound Barber Hill Road traffic to turn left (south) onto Pomfret Road
- 0.01 miles (immediately east of the “wye” east of Pomfret Road) –
  - “Road Closed (local residents only)” on both sides facing west
  - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass, and other traffic to reverse direction around the “wye”
- 0.89 miles (immediately north of Maxham Road (TH #46)) –
  - “Road Closed (local residents only)” on both sides facing west
  - Two reflective barrels narrowing travelled way but still allowing local and emergency vehicular traffic to pass, and other traffic to reverse direction in the Maxham Road intersection
- 1.18 miles to 1.41 miles (from immediately east of the driveway to 1178 Barber Hill Road to the intersection with Cloudland Road) at regular intervals – “No Parking, Stopping or Standing” on both sides facing both directions
- 1.41 miles (immediately west of Cloudland Road) – Reflective barrels as needed to eliminate space for parking
- [1.41 miles \(immediately west of Cloudland Road\) - Place large red EXIT sign with arrow pointing west \(down Barber Hill Road\)](#)

Traffic Management

**ATTACHMENT 3  
NOTIFICATION LIST**

**Cloudland Road residents in Pomfret**

[on file]

**Cloudland Road residents in Woodstock**

Via Eric Duffy, Municipal Manager,  
eduffy@townofwoodstock.org

**Barber Hill Road residents**

[on file]

**Maxham Road residents**

[on file]

**Orchard Hill residents**

[on file]

**Pomfret Highway Department**

Jim Potter, Road Foreman,  
jim.potter@pomfretvt.us

**Pomfret-Teago Volunteer Fire Department**

Kevin Rice, Chief, kricevt@gmail.com

**Pomfret FAST Squad**

Frank Perron, Head of Service,  
frank@frankperron.com

**Woodstock Select Board**

Via Eric Duffy, Municipal Manager,  
eduffy@townofwoodstock.org

**Woodstock Public Works**

Via Eric Duffy, Municipal Manager,  
eduffy@townofwoodstock.org

**Woodstock Police**

Via Eric Duffy, Municipal Manager,  
eduffy@townofwoodstock.org

**Woodstock Fire/EMS**

Via Eric Duffy, Municipal Manager,  
eduffy@townofwoodstock.org

**Windsor County Sheriff's Department**

Ryan Palmer, Sheriff,  
ryan.palmer@vermont.gov

**Vermont State Police**

Lt. Hugh O'Donnell, Royalton Barracks  
Commander, hugh.odonnell@vermont.gov

**Vermont Agency of Transportation**

Shauna Clifford, District 4 Administrator,  
shauna.clifford@vermont.gov

Chris Bump, District 4 Project Manager,  
chris.bump@vermont.gov

**U.S. Forest Service**

Chris Mattrick, District Ranger,  
christopher.mattrick@usda.gov

**Appalachian Trail Conservancy**

Ilana Copel,  
icopel@~~appalachiantrail~~[appalachiantrail.org](http://appalachiantrail.org)

**Green Mountain Club**

Emily Mosher,  
gmc@greenmountainclub.org

**INVESTMENT POLICY  
TOWN OF POMFRET, VERMONT**

Approved [REDACTED], 2024

**POLICY PURPOSE.** In accordance with 24 V.S.A. § 1571(b), moneys received by the Treasurer on behalf of the Town of Pomfret may be invested and reinvested by the treasurer with the approval of the Selectboard. The purpose of this Investment Policy is to establish the investment objectives, standards of investing prudence, eligible investments and transactions, internal controls, reporting requirements, and safekeeping and custodial procedures necessary for the proper management and investment of the funds of the Town of Pomfret.

This Policy does not apply to trust funds held by the Town of Pomfret, which are managed under a separate investment policy for trust assets, adopted by the Trustees of Public Funds in accordance with 24 V.S.A. § 2432. This policy also does not apply to bond fund investments made in accordance with applicable bond debenture requirements.

**OBJECTIVES.** In descending order of priority, the objectives of investment of the funds of the Town of Pomfret shall be safety, liquidity, yield, and local investment.

**Safety.** Safety of principal shall be the foremost objective of Town funds. Investments will be undertaken so as to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk (the risk of loss due to the failure of the security) and interest rate risk (the risk that the market value of securities in the portfolio will fall due to changes in market interest rates). Credit risk will be minimized by diversifying the Town's investment portfolio so that the impact of potential losses from any one type of investment will be minimized. Interest rate risk will be minimized by investing operating funds primarily in shorter term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the Town's investment portfolio.

**Liquidity.** The Town's investment portfolio will remain sufficiently liquid to meet all reasonably anticipated operating requirements. This will be accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. The portfolio will consist primarily of securities with active secondary or resale markets. A portion of the portfolio may be placed in money market mutual funds to ensure even greater liquidity for short-term needs.

**Yield.** The investment portfolio will be designed to attain a market rate of return throughout budget and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The core of investments will be limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. To the extent that some reserve funds are intended for capital projects beyond the current fiscal year, investing those funds in appreciating assets may be advisable to keep pace with inflation and earn a risk appropriate return.

**Local Investment.** Where possible, funds may be invested for the betterment of the local economy. The Town may accept a proposal from an eligible institution that provides for a reduced rate of

interest, provided that such institution documents the use of deposited funds for community development projects. Local investment is of lesser importance compared to the safety, liquidity, and yield objectives described above.

**POOLING.** Except where prohibited by law, cash and reserve balances from all funds may be consolidated to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to various funds based on their respective participation and in accordance with generally accepted accounting principles.

**STANDARD OF CARE.** The standard of care to be used by the Treasurer and Selectboard shall be the “prudent person standard” and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

All investments entail risk. The Treasurer and Selectboard will consult regularly (and no less often than annually) to determine whether investment of the Town’s funds remains consistent with the objectives described above.

**CONFLICTS OF INTEREST.** The Treasurer and Selectboard shall refrain from personal business activity that could conflict with the proper execution and management of the Town’s investments or that could impair their ability to make impartial decisions. They shall disclose any material interests in financial institutions with which the Town conducts business, and further disclose any personal financial or investment positions that could be related to the performance of the Town’s investments. The Treasurer and Selectboard shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

**INTERNAL CONTROLS.** The Treasurer and Selectboard will establish a system of internal controls based on guidance from the Vermont League of Cities and Towns, the Town’s certified public accountant and generally accepted accounting principles for government entities. These controls apply to all Town funds and will be reported annually to the Selectboard. The Board of Auditors provides an additional layer of review and accountability concerning management of the Town’s funds. Appropriate internal controls, effective policies, and routine reconciliations to bank records are necessary to prevent the loss of invested funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Town.

**AUTHORIZED INVESTMENTS AND INSTITUTIONS.** Public deposits shall only be made in qualified public depositories as established by Vermont law. All financial institutions and broker/dealers who desire to become qualified for investment transactions with the Town must supply the following as appropriate:

1. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
2. Proof of National Association of Securities Dealers (NASD) certification;
3. Proof of state registration;
4. Certification of having read and understood and agreeing to comply with the Town’s investment policy; and
5. Evidence of adequate insurance coverage.

The Treasurer and Selectboard will conduct an annual review of the financial condition and registration of all qualified financial institutions and broker/dealers.

The following investments will be permitted under this policy:

1. U.S. Treasury obligations which carry the full faith and credit guarantee of the United States Government and are considered to be the most secure instruments available;
2. U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value;
3. Certificates of deposit and other evidences of deposit at financial institutions;
4. Bankers acceptances;
5. Commercial paper, rated in the highest tier (e.g., A-1, P-1, F-1, D-1 or higher) by a nationally recognized rating agency;
6. Investment grade obligations of state and local governments and public authorities;
7. Repurchase agreements whose underlying purchased securities consist of the aforementioned instruments;
8. Money market mutual [funds or exchange-traded](#) funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities;
9. Local government investment pools, either state-administered or developed through joint powers statutes, and other intergovernmental agreement legislation; and
10. ~~[The shares of an investment company, unit investment trust or exchange-traded fund that is registered under the federal investment company act of 1940, as amended, if such mutual investment or exchange-traded fund has been in operation for at least five years and has net assets of at least \$100 million].~~

**COLLATERALIZATION.** Collateralization using obligations fully guaranteed by the full faith and credit of a Vermont municipality, the State of Vermont, and/or the United States Government will be required on certificates of deposit and repurchase agreements. The current market value of the applicable collateral will at all times be no less than 102% of the sum of principal plus accrued interest of the certificates of deposit or the repurchase agreement secured by the collateral. Collateral will always be held by an independent party, in the Town’s name, with whom the Town has a current custodial agreement. Evidence of ownership must be supplied to, and retained by, the Town.

**SAFEKEEPING AND CUSTODY.** All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by an independent third-party custodian selected by the Treasurer as evidenced by safekeeping receipts in the Town’s name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

**REPORTING.** The Board of Auditors will confirm all reserve balances monthly and report reserve activity in the annual report. The Treasurer will provide monthly reports to the Selectboard of all Town funds including a listing of individual securities held at the end of the reporting period and the market value of each at that time.

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

**APPROVED** by the Selectboard and the Treasurer this [ ] day of [ ], 2024, and effective until amended or repealed.

**SELECTBOARD**

\_\_\_\_\_  
Benjamin Brickner, Chair

\_\_\_\_\_  
John Peters Jr., Vice-Chair

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

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

\_\_\_\_\_  
Emily Grube

**TREASURER**

Ellen DesMeules





WINDSOR COUNTY SHERIFF'S DEPARTMENT  
LAW ENFORCEMENT SERVICES CONTRACT

~~WINDSOR COUNTY SHERIFF'S DEPARTMENT~~  
~~LAW ENFORCEMENT SERVICES CONTRACT~~

The following agreement is between the Windsor County ~~Sheriff's~~Sheriff's Department (hereinafter referred to as "~~Sheriff's~~Sheriff's Department") and the Town of Pomfret, a governmental entity (hereinafter referred to as "~~Town~~Town") (individually, "Party," collectively, the "Parties").

RECITALS

The parties recite and declare:

- ~~A.~~ A.—The Sheriff's Department, as part of its normal business, provides law enforcement services on a contractual basis to governmental and nongovernmental entities.
- ~~B.~~—The Town needs additional police presence ~~within certain areas of~~in the Town, ~~in order to deter improper conduct and to provide police services like investigation and responding~~respond to police emergencies.
- ~~B.~~ C.—~~The Town needs additional enforcement of state, enforce~~ criminal laws ~~as well as enforcement of, and enforce~~ certain municipal ordinances, including the regulation of speed in the Town of Pomfret and other ordinances that the Town identifies to the ~~Sheriff's~~Sheriff's Department.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration provided, and intending to be legally bound by the terms of this Agreement, the Parties hereby agree to the following:

SECTION ONE

SERVICES TO BE PROVIDED

- A. The Sheriff's Department shall provide to the Town, fully equipped and trained Deputy Sheriffs, ~~for Sheriff's in patrol vehicles, and the purpose of satisfying law enforcement needs within~~Deputy Sheriff's shall patrol the Town. ~~These as follows. The patrol~~ services shall ~~be provided by providing Deputy Sheriffs in patrol vehicles for an average of (6) six to~~ Ten (10) ~~ten~~



hours per week ~~which will be documented on a monthly basis as set forth herein. The Town, to~~ be spread over no less than Two (2) days per week. Patrol services shall be on days and times as agreed to by the Sheriff's Department and the Town. The Town may identify certain areas of the Town for particular focus by the Sheriff's Department, and the Sheriff's Department shall then concentrate its patrol in those areas. In addition to regular patrols, the Sheriff's Department shall provide emergency response services as needed.

B. It is understood and agreed that the above-mentioned services shall include, and not be limited to, the following activities: investigations; office work, such as compiling reports and arrest records; and court proceedings, which may include meeting with prosecutors, participating in depositions, and court appearances for hearing and trials.

C. The Town, from time to time, and no less than quarterly, shall provide the Sheriff's Department with ~~goals/objectives regularly that they anticipate will need~~ its written assessment of the town's priorities likely to require law enforcement action. Patrol activities shall be scheduled to achieve focus on these ~~goals and objectives in addition to answering calls for service. Quarterly performance reports will be provided to assess goals/objective performance as well as discussions between~~ priorities. The Sheriff's Department shall provide quarterly reports to the Town that outline department statistics and activity, and the parties ~~to discuss~~ shall engage in discussions as needed to evaluate any issues or concerns, in order to keep a good working relationship.

## SECTION TWO

### TERM OF AGREEMENT

~~The services to be provided under this Agreement will be for the period of July 1, 2023 to June 30, 2024, unless either party gives at least (30) thirty days advance written notice to the other that it wants to amend or terminate this Agreement and providing the date of termination if it is prior to June 30, 2024. If a party wants to amend this Agreement, then the parties shall work together to discuss the desired amendments and this Agreement will be amended as the parties agree or if they cannot agree, a party may choose to terminate this Agreement by giving at least 30 days written notice of the termination date if it is prior to Jun 30, 2024.~~

The Services to be provided under this Agreement will be for the period of July 1, 2024 to June 30, 2025.

## SECTION THREE

### LAW ENFORCEMENT

The Sheriff's Department shall ~~be entitled to~~ enforce all state laws during the ~~term of this~~



Agreement. ~~If~~In the event the Town ~~askes to have specific municipal~~identifies one or more Town ordinances to be enforced by the ~~Sheriff's~~Sheriff's Department, ~~the Town shall provide and~~provides copies of ~~thesaid~~thesaid ordinances ~~prior to the date that the Sheriff's~~Sheriff's Department ~~is to begin enforcing the Town's,~~the Sheriff's Department shall enforce said ordinances, ~~other than those.~~Notwithstanding the foregoing, the Sheriff's Department shall enforce any Town ordinance regulating the speed of motorized vehicles, regardless of whether the Town has identified that ordinance or provided a copy of that ordinance to the Sheriff's Department.

#### SECTION FOUR

##### CHARGES AND FEES

A. Regular Fee: The Sheriff's ~~Department~~department shall charge an annual fee of \$31,200.00 for ~~these~~the services ~~of \$ 25,000.00 set forth in Section One,~~which shall be invoiced and paid monthly by installments of \$2,083600.00 per month. ("Regular Fee"). Mileage and regular office expenses are included in the Regular Fee. As provided in Section Five, the Sheriff's compensation is also included in the Regular Fee.

B. Extra Patrol Services may be requested and billed at \$65.00 an hour for non-holidays. Extra Patrol services on State Holidays shall be billed at \$100.00 an Hour. The Sheriff's Department will work to fill these requests when possible but they are not guaranteed.

C. Monthly Report: The Sheriff's Department shall provide a monthly summary of services provided during the month by the tenth (10th) day of each month ~~following the month services were incurred.~~The report will detail the hours worked and services provided. A monthly invoice will be submitted by the first of each month. At the end of the year the total hours should be between 312 and 520 hours. The work shall include but not be limited to all investigations, office work such as compiling reports and arrest records, and court related proceedings, which include meeting with prosecutors, depositions, and court appearances for hearing and trials.

~~Additional charges not covered would include expert testimony, laboratory fees, etc. will be invoiced separately and sent on a monthly basis if there are any charges. Mileage and regular office expenses are included in the annual fee.~~

~~As needed, extra patrol coverage can be contracted at a fee of \$65.00 per hour per deputy.~~

#### SECTION FIVE



## ~~SHERIFFS~~SHERIFF'S COMPENSATION INCLUDES AN AMOUNT FOR ADMINISTRATION

Pursuant to 24 ~~V.S.A.~~VSA § 291a(c), the Sheriff, as administrator of the services to be provided under this Agreement, is entitled to compensation at a rate not to exceed 5% of the ~~hourly charges~~contract for work performed by ~~Sheriffs~~the Sheriff's Department. For this ~~5% fee~~contract, the Sheriff's portion of the Regular Fee, as defined herein, may not exceed \$1,560. The Sheriff's portion of the Regular Fee is already included in the ~~annual fee~~Regular Fee set forth above.

## SECTION SIX

### PAYMENT OF FEES AND CHARGES

The Town agrees to pay the ~~Sheriff's~~monthly portion of the Regular Fee, as defined herein, to the Sheriff's Department in full no later than 30 days following the receipt of each ~~month by the 10th of each month, A monthly~~invoice will be sent by the first of the month.

## SECTION SEVEN

### EQUIPMENT

The Sheriff's Department shall provide whatever equipment its officers might need in order to carry out its duties under this Agreement. If any funds are provided to the Sheriff's Department from any source to purchase equipment that is used in the Town, the Town waives any ownership interest in any of that equipment.

## SECTION EIGHT

### OFFICER CONTROL AND DISCRETION

The Sheriff's Department shall, at all times, retain control of all police practices and decisions, except that Deputy ~~Sheriffs~~Sheriff's shall not use their own private vehicles. These decisions shall include, but are not limited to, the forwarding of criminal offenses to the prosecutor and the follow-up of evidence of criminal activity. The ~~Sheriff's~~Sheriff's Department and the Town agree that the duties and work assignments are to be conducted after mutual agreement by the Sheriff's Department and the Town as set forth in Section One. The Town shall ~~agree to~~ provide a single point of contact to the ~~Sheriff's~~Sheriff's Department, for example, the Selectboard Chair or their designee, to deal with all issues related to this Agreement.

## SECTION NINE



## ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and that any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either ~~party~~Party except to the extent incorporated in ~~this~~the Agreement.

## SECTION TEN

### MODIFICATION OR TERMINATION OF AGREEMENT

A. ~~Any modification of~~The parties may amend this Agreement ~~or additional obligation assumed at any time~~ by ~~either party in connection with this Agreement shall be binding only if~~mutual agreement, evidenced by a writing signed by each ~~party~~Party or an authorized representative of each ~~party~~Party.

B. Any Party may terminate this Agreement at any time by providing at least thirty days' written notice thereof to the other Party.

## SECTION ELEVEN

### NOTICES

A. Any notice provided for or concerning this Agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail or hand delivered, to the respective address ~~or of~~ each ~~party~~Party, as provided below:

Town of Pomfret  
5218 Pomfret Road  
Pomfret, VT 05053

Windsor County Sheriff's Dept.  
PO Box 478  
Woodstock, VT 05091

B. In the event either Party changes its mailing address, the Party shall promptly provide written notice thereof to the other Party.

## SECTION TWELVE

### INSURANCE

The Sheriff's Department shall carry ~~lablity~~liability insurance coverage, ~~workmen's~~workmen's compensation for its officers, and such other insurance coverage ~~at least in, no less than~~ the amounts ~~as~~ set forth on the insurance certificate attached to this ~~Agreement~~agreement as ~~Exhibit 1~~Schedule A, including coverage for any vehicles used in the performance of this ~~Agreement~~agreement. The



Sheriff's Department agrees to indemnify and hold harmless the Town from any, and all, claims related to its work under this Agreement.

SECTION THIRTEEN

DISPUTE RESOLUTION

The Parties shall try to resolve any dispute between them by negotiation. In the event they are unable to resolve their dispute in a timely manner, not to exceed forty-five (45) days, the Parties agree to submit their dispute to mediation and to share equally in any mediation fee.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Windsor County Sheriff's ~~Department~~Office \_\_\_\_\_ Town of Pomfret

By: \_\_\_\_\_ By: \_\_\_\_\_

Ryan P. Palmer, Sheriff

Dated \_\_\_\_\_

**Town of Pomfret**

By: \_\_\_\_\_

Chair of the \_\_\_\_\_ Benjamin Brickner, Selectboard Chair

\_\_\_\_\_



EXHIBIT 1

Sheriff's Department

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Schedule A

Insurance Certificate ~~of Insurance~~

[Attached.]



Town of Pomfret Selectboard  
Draft Meeting Minutes  
June 5, 2024

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

Public: Ellen DesMeules, Jim Potter, Doug Tuthill, John Moore, Cynthia Hewitt

1. Ben called the meeting to order at 7:01pm.
2. Agenda Review – Meg moved and Emily seconded that Item 6.H (appointments) be deleted and that the following be added before Item 6.I (warrants): extension of Artistree seasonal highway access permit, ratification of town office/town hall lawn maintenance contract, and ARPA fund balance update. Unanimous.
3. Public Comment – Doug Tuthill would like to volunteer his time and tractor with grapple to clean up the legal trail from Graves Road to Bunker Hill Road. This is to allow non-motorized recreational use as per the town’s policy on legal trails. Ben moved and Steve seconded that Doug be authorized to clear the trail under Jim’s direction. Unanimous. Doug also mentioned that he roped off one side of his mother’s driveway over the weekend due to speeding and heavy traffic on Freeman Road.
4. Executive Session
  - a. Ben moved and Steve seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(1)(F) and (a)(3) to discuss confidential attorney-client communications and the employment of public employees. Unanimous. The Selectboard entered executive session at 7:21 pm.
  - b. The Selectboard exited executive session at 8:18 pm, with no decisions having been made therein.
  - c. DeFoor CU Denial (24-ENV-00048) – Emily moved and John seconded that Stitzel, Page & Fletcher, P.C. be engaged to represent the Town of Pomfret in the matter of DeFoor CU Denial (24-ENV-00048). Unanimous.
5. Road Foreman’s Report – Jim would like to run ads in three newspapers next week for a Road Crew member. Cynthia will make these arrangements. Art is mowing the blacktop road shoulders. On June 10, Jim has made arrangements to borrow Woodstock’s sprayer and will do the road markings on Library Street. On June 12, Pike will return to finish the shoulders along the recently repaved portion of Stage Road. Jim met with Sid Moore re: logging access on Handy Road; Jim suggested he submit a permit request. Jim met with Cemetery Commissioner Bruce Tuthill regarding the condition of the Town cemeteries; Jim feels it is important that these solemn spaces be maintained in better condition. Jim also would like to remind residents not to leave pulled invasives or other yard waste on the roads as they cause road maintenance issues. Jim and the crew will repair the intersection of Legal Trails 2 and 3 ahead of the Vermont 100 Endurance Race next month.
6. Items for Discussion or Vote
  - a. Investment Policy – This draft closely follows VLCT model policy for non-trust funds. It includes a list of ten possible investment options, including all nine from VLCT’s model plus large and established mutual funds and ETFs, all subject to the objectives of safety, liquidity, yield and local investment. John Moore offered to help with research and setting up an investment account if that is decided. Discussion will continue at the June 18 meeting.

- b. Highway Access Permit (Labounty Road) – Emily moved and Meg seconded that the highway access permit application be approved as presented. Unanimous.
  - c. Public Road Use Permit (Vermont 100 Endurance Race) – Jim will inform the Wild Apple Culvert replacement contractor that the road must be passable on race day. Jim and the Road Crew also will repair the intersection of Legal Trails 2 and 3 before race day. Ben will inform race organizers of these issues and ask if they still wish to proceed with their Public Road Use Permit along the route as presented. Discussion will continue at the June 18 meeting.
  - d. Large Event Permit (Vermont Symphony Orchestra at Saskadena Six) – Emily moved and John seconded that the permit application be approved as presented. Unanimous.
  - e. T.H. 24 (Hewitt Hill Road) Relocation Report – Emily moved and John seconded approval of the T.H. 24 Relocation Report as presented. Unanimous. The report and survey will be forwarded to Becky for recording; Cynthia will send a copy of the report to each abutter via certified mail.
  - f. Town Hall Maintenance – The Selectboard performed a site visit of the Town Hall before the meeting. They would like estimates from Mr. Hasson and Mr. Frizzell using pressure treated lumber as well as composite to replace the steps, not just repair. The ramp is also to be removed. Emily moved and John seconded the foregoing. Unanimous. Cynthia will contact the carpenters to request estimates for review at the June 18 meeting.
  - g. Delinquent Dog Licenses – Cynthia updated the Selectboard on her efforts to contact owners of dogs that still have not been licensed. Any names remaining on the list will be referred to the Constable for additional follow up.
  - h. Extension of Artistree Seasonal Highway Access Permit – Artistree received a permit last June for a seasonal access across from Saskadena Six. This permit is set to expire one year after issuance, on June 7. Work on the permitted access was not able to be completed due to the delay in repaving Stage Road. The repaving of Stage Road has now been completed. The Selectboard extended Artistree’s permit to July 31, provided that the seasonal access may not be used until work is complete as doing so may damage the newly paved surface.
  - i. Ratification of Lawn Maintenance Contract – Emily moved and Steve seconded approval of the 3-year lawn maintenance contract with EA Tree & Lawn Service LLC for the Town Office and Town Hall as presented. Unanimous.
  - j. ARPA Fund Balance Update – The last of the ARPA funds will go towards repaving Stage Road and paving the Town Office parking lot.
  - k. Warrants – Emily moved and John seconded approval for payment of the following warrants:
 

24103	\$ 7,583.80	Payroll
24105	33,867.86	A/P (incl. May debit card purchases)

 Unanimous.
  - l. Approval of Minutes – Meg moved and Emily seconded approval of the May 15, 2024 meeting minutes as presented. Unanimous.
7. Meeting Wrap Up
- a. Correspondence – Meg received information re: Flood Related Hazard Mitigation grants, due August 16, 2024. Ben received an inquiry reminding him that the Selectboard’s next regular meeting falls on Juneteenth, a state holiday. The

Selectboard decided to cancel the next regular meeting on June 19 and to schedule a special meeting on June 18, at 7:00 PM instead.

- b. Review of Assignments – Ben will complete the T.H. 24 report and forward to Becky. John will edit the Road Crew member job description and talk with Bruce Tuthill re: cemetery mowing. Cynthia will speak with Hasson and Frizzell re: estimates for town hall porch replacement and will send the T.H. 24 abutters certified mail copies.
  - c. Agenda for Next Meeting – Baldwin/Hyde access permit, Foliage Traffic Management, Dinsmoor Road access permit, Investment Policy, Appointment of Public Officers.
8. Adjournment – John moved and Steve seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 10:02 pm.