

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

See <https://pomfretvt.us/index.php/boar/sel/> for Zoom instructions

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 <ul style="list-style-type: none"> a. Materials RFP b. Fall Foliage Traffic Management c. Home Burial Plot (Allen Hill Road) d. Large Event Permit (Artistree) e. Highway Access Permits <ul style="list-style-type: none"> i. Artistree, seasonal events ii. S. Sundstrom, private driveway iii. J. Nutter, agricultural access iv. J. Nutter, private driveway f. Delinquent Tax Matters g. Draft Local Hazard Mitigation Plan h. Bicycle and Pedestrian Program Grant i. Grand List Extension Request j. Appointments k. Warrants l. Approval of Minutes <ul style="list-style-type: none"> i. May 20, 2023 Special Town Meeting ii. May 25, 2023 Special Selectboard Meeting 	7:30 pm
6. Meeting Wrap Up <ul style="list-style-type: none"> a. Correspondence b. Review of Assignments c. Agenda for Next Meeting 	
7. Executive Session – Contracts	
8. Items for Discussion or Vote <ul style="list-style-type: none"> a. Law Enforcement Services Contract (Windsor County Sheriff) b. The Prosper Valley School Use Agreement Extension 	
9. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

TOWN OF POMFRET
APPLICATION FOR LARGE EVENT PERMIT

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

Applicant Name: Artistree Community Arts center Phone: 802 457 3500 Email: manager@artistreevt.org

Mailing Address: PO Box 158, So. Pomfret State: VT Zip: 05067

* * * * *

Event Name: Celebrating 20 years : Garden Gala

Event Date(s): August 26, 2023

Event Hours: 5:30 - 10:00 pm Anticipated Attendees: 200

Event Contact Name: Karen Rodis Phone: 802 457 3500 Email: development@artistreevt.org

Has the event been held in Pomfret before? Yes No If yes, when? _____

Please provide a brief description of your event and its location: See attached.

Will your event involve any of the following?

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

Additional Requirements

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

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

Marie Cross

Applicant Signature

Marie Cross

Applicant Printed Name

5/16/2023

Date

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

OFFICIAL USE ONLY

Date Received: _____ By: _____

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

Condition(s) of Approval: _____

PERMIT APPROVED this _____ day of _____, 20____.

Selectboard Chair

Town of Pomfret
Application for Large Event Permit

Applicant Name: Artistree Community Arts Center

Please provide a brief description of your event and its location:

This event is a fundraiser for arts programs. It will be held outdoors under tents behind 43 Stage Road and 65 Stage Road. The event will feature dinner, cocktails, silent and live auctions, music, and dancing. Early guests may visit the Artistree Gallery 4:30 - 5:30 pm. Portable restrooms will be provided. Guest parking will be in our field adjacent to Stage Road.

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 Parking access

Applicant Name: Marie Cross
Artistree Community AAs Center Phone: 802 457 3500 Email: manager@artistreevt.org

Applicant Mailing Address: PO Box 158, So. Pomfret State: VT Zip: 05067

(Complete only if Applicant is not the Landowner)

Landowner Name: Kathleen Dolan Phone: 802 356 1859 Email: Kd@artistreevt.org

Landowner Mailing Address: PO Box 94, Barnard State: VT Zip: 05031

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

Access Road Location: on the NW (cardinal direction) of stage Road (town highway name)
at approximately 0.17 miles (feet) from the intersection of Pomfret (nearest town highway intersection).

Please provide a brief description of the work to be done: Artistree would like to be

granted access from stage road to access the lower
field at Artistree for event parking for 12 events
scheduled for this summer - if needed.

No alterations will be made to the drive other
than tree trimming and field mowing.

Site visit in 2022 with Jim Potter and Emily Grube
determined vision requirements were met

(see 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 regraded access road (measured from the edge of the traveled way) unless waived herein:

General Conditions

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

* Each residence is limited to one driveway access.

Design Standards[†]

1. *Intersection Angle.* Access roads shall be constructed at a 90 degree angle to the town highway.
2. *Minimum Sight Distance.* Sight distances shall be at least as shown in the table below in both directions when viewed from a point 15 feet back from edge of the traveled way and at a height of eye of 3.5 feet on the drive to a height of eye of 2.0 feet on the roadway. The "posted speed" for unposted Class 3 highways shall be deemed to be 30 mph.

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 regrading 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.

Maui Cross Maui Cross 5/16/2023
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.

Kathleen Dolan Kathleen Dolan 5/16/2023
Landowner Signature Landowner Printed Name Date

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

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

TOWN OF POMFRET

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

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

Applicant Name: Susan Sundstrom/Matthew Foley Phone: 802 356 9808 Email: melkolka55@gmail.com

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

(Complete only if Applicant is not the Landowner)

Landowner Name: Phone: Email:

Landowner Mailing Address: State: Zip:

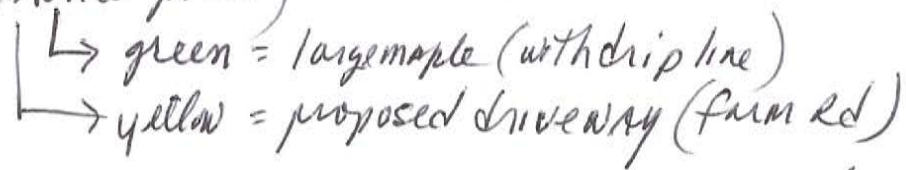
The undersigned Applicant requests permission to develop, construct, or regrade the access road type indicated above.

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

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

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

(see attached plan)



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

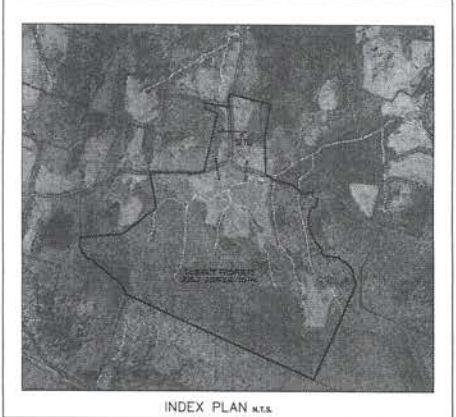
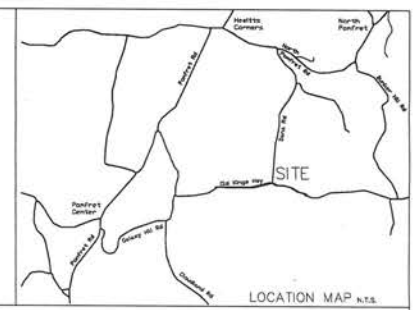
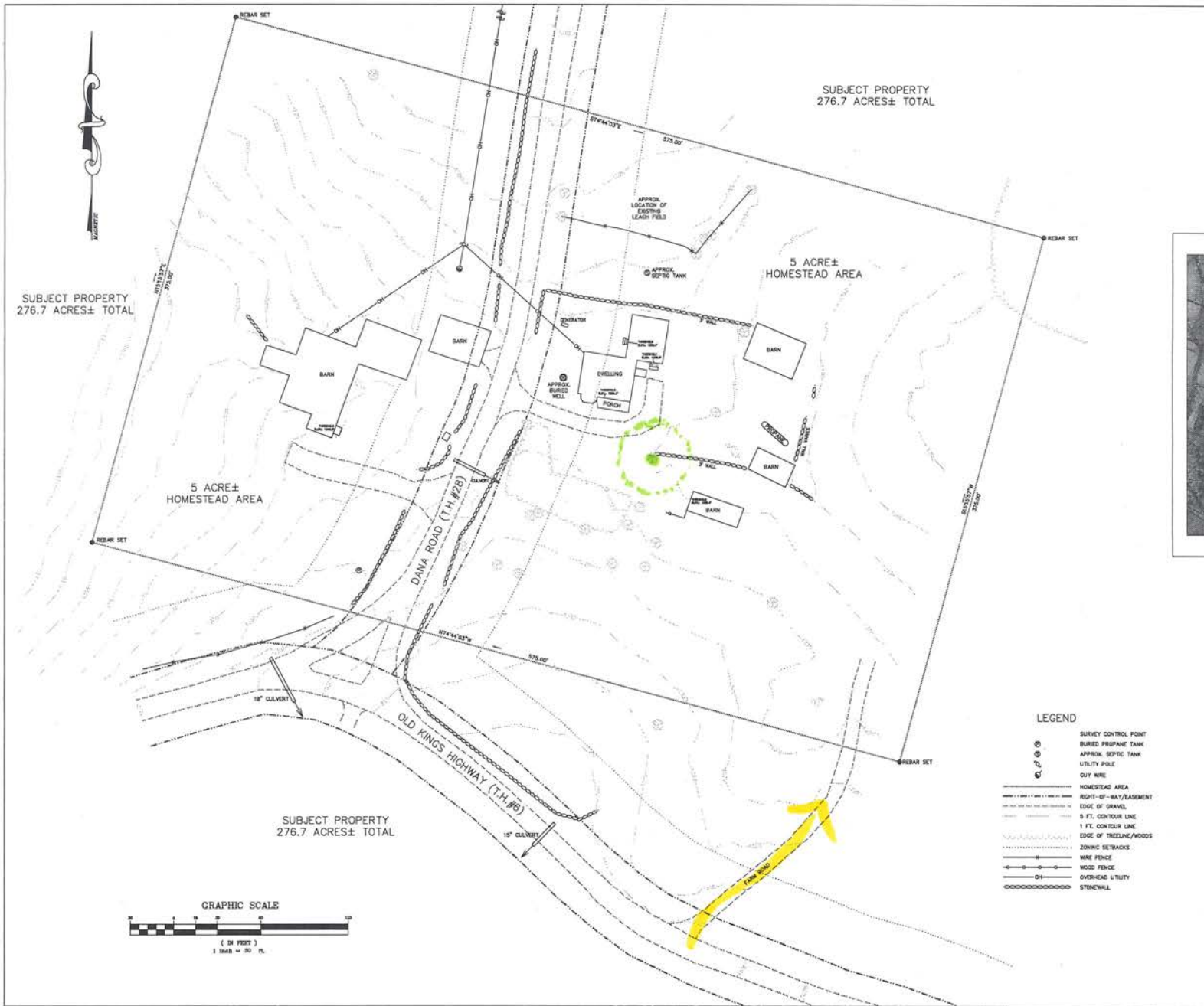
(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

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

General Conditions

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

* Each residence is limited to one driveway access.



- GENERAL NOTES:
- SUBJECT PROPERTY IS OWNED BY THE SUSAN A. SUNDBSTROM REVOCABLE TRUST OF 2018. ADDRESS IS 888 DANA ROAD, NORTH POMFRET, VT 05048. DEED IS RECORDED IN BOOK 85, PAGES 246-248, DATED NOVEMBER 18, 2021. PARCEL ID: 2004-0394, 8489-104-10581.
 - THIS IS NOT A BOUNDARY SURVEY AND THIS PLAN SHOULD NOT BE USED FOR CONVEYANCE PURPOSES. THIS IS A TOPOGRAPHIC SITE PLAN OF PORTIONS OF THE SUBJECT PROPERTY PERFORMED AT THE REQUEST OF THE LANDOWNER. SITE TOPOGRAPHY BY THIS FIRM, OCTOBER-NOVEMBER 2022. VERTICAL DATUM IS NAVD83.
 - THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS OR RESERVATIONS NOT SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY SUCH EASEMENTS, RESTRICTIONS OR RESERVATIONS. PROPERTY SUBJECT TO AND/OR BENEFITED BY ALL EXISTING EASEMENTS AND RIGHT-OF-WAYS OF RECORD, BURIED STRUCTURES, OVERHEAD STRUCTURES, UTILITY LINES AND/OR ALL LEGAL OUTCROPPINGS MAY NOT ALL BE SHOWN.
 - PROPERTY IS LOCATED WITHIN THE TOWN OF POMFRET'S RURAL DISTRICT (RD). MINIMUM LOT SIZE IS 2 ACRES. MINIMUM SETBACKS FROM ROAD CENTERLINE IS 65 FEET. MINIMUM SETBACK FROM AN ADJACENT LOT LINE IS 20 FEET. MAXIMUM BUILDING HEIGHT IS 30 FEET. PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE RIDGELINE AND HILLSIDE PROTECTION AREA.
 - DSS&E (1-888-344-7233) MUST BE CONTACTED AT LEAST 48 HOURS IN ADVANCE TO MARK LINES BEFORE UNDERGROUND UTILITY WORK IS DONE (VERMONT LAW 30 VSA CHAP. 38).
 - PROPERTY IS SUBJECT TO STATE OF VERMONT WATER/WASTEWATER PERMIT #WV-3-1482, DATED DECEMBER 11, 2002. THE APPROXIMATE LOCATIONS OF THE BURIED WELL, SEPTIC TANK AND LEACHFIELD ARE SHOWN AS DESCRIBED BY THE LANDOWNER. NO SUBSURFACE EXPLORATION WAS PERFORMED BY THIS FIRM.
 - THE TOWN HIGHWAY RIGHT-OF-WAYS ARE ASSUMED TO BE 3 RIGGS WIDE (49.5 FEET), CENTERED ON THE EXISTING TRAVELLED WAYS.

LEGEND

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

THE SUSAN A. SUNDBSTROM REV. TRUST
 #935 DANA ROAD
 POMFRET, VERMONT
 TOPOGRAPHIC SITE PLAN
 BRAD M. RUDERMAN & ASSOCIATES, INC.
 28 U.S. ROUTE 5
 HARTLAND, VERMONT
 (802) 674 - 4248

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

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: ~~KANNONESTINE~~ J. NUTTER Phone: 978-376-1134 Email: JNUTTERCO@GMAIL.COM

Applicant Mailing Address: 121 GREAT POND RD, N. ANDOVER, MA State: MA Zip: 01845

(Complete only if Applicant is not the Landowner)

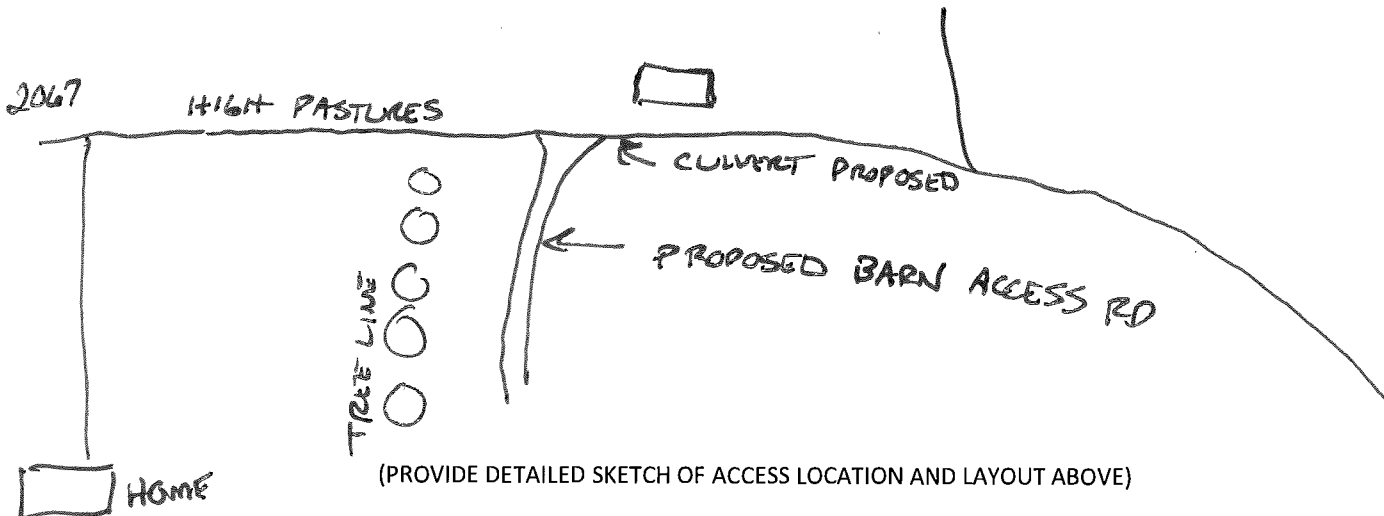
Landowner Name: KANNONESTINE Phone: 772-285-6160 Email: EKANNEN@AOL.COM

Landowner Mailing Address: 2067 HIGH PASTURE RD, POMFRET State: VT Zip: 05091

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

Access Road Location: on the SOUTH (cardinal direction) of 2067 HIGH PASTURES RD (town highway name) at approximately 160' (feet) from the intersection of SUGARBUSH FARM RD (nearest town highway intersection).

Please provide a brief description of the work to be done: INSTALL ACCESS ROAD CURB CUT & CULVERT FOR BARN ENTRANCE



(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

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

General Conditions

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

* Each residence is limited to one driveway access.

Design Standards[†]



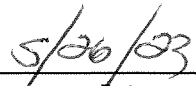
1. *Intersection Angle.* Access roads shall be constructed at a 90 degree angle to the town highway.
2. *Minimum Sight Distance.* Sight distances shall be at least as shown in the table below in both directions when viewed from a point 15 feet back from edge of the traveled way and at a height of eye of 3.5 feet on the drive to a height of eye of 2.0 feet on the roadway. The "posted speed" for unposted Class 3 highways shall be deemed to be 30 mph.

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.



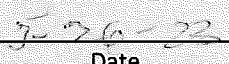
The undersigned Applicant agrees to adhere to the conditions, standards and restrictions forming a part of this permit, and understands that this permit, if issued, will be issued in accordance with 19 V.S.A. 1111 and the Pomfret Highway Ordinance and may be voided in the event of misrepresentation, substantial inaccuracy or failure to undertake development, construction, or regrading 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.]

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

TOWN OF POMFRET

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

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

Applicant Name: JOSEPH NUTTER Phone: 978-376-1134 Email: JNUTTERLO@GMAIL.COM

Applicant Mailing Address: 1582 HIGH PASTURES RD POMFRET State: VT Zip: 05091

(Complete only if Applicant is not the Landowner)

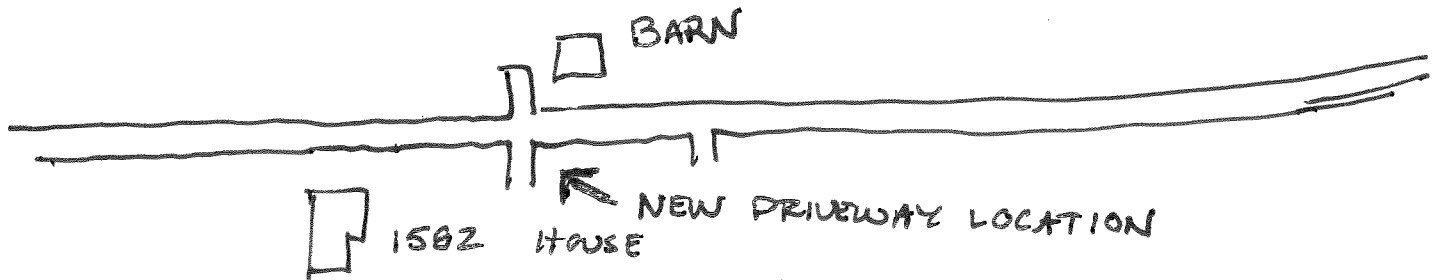
Landowner Name: _____ Phone: _____ Email: _____

Landowner Mailing Address: _____ State: _____ Zip: _____

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

Access Road Location: on the NORTH (cardinal direction) of HIGH PASTURES RD (town highway name)
at approximately 500 (feet) from the intersection of SPALDING (nearest town highway intersection).

Please provide a brief description of the work to be done: INSTALL NEW DRIVEWAY
FOR SAFETY REASONS AT OUR HOME, COULD ONLY
BACK OUT OF PREVIOUSLY EXISTING DRIVEWAY.



(PROVIDE DETAILED SKETCH OF ACCESS LOCATION AND LAYOUT ABOVE)

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

General Conditions

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

* Each residence is limited to one driveway access.

Design Standards[†]

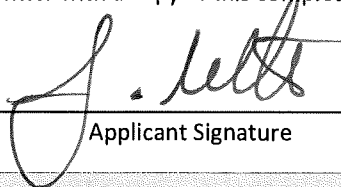
1. *Intersection Angle.* Access roads shall be constructed at a 90 degree angle to the town highway.
2. *Minimum Sight Distance.* Sight distances shall be at least as shown in the table below in both directions when viewed from a point 15 feet back from edge of the traveled way and at a height of eye of 3.5 feet on the drive to a height of eye of 2.0 feet on the roadway. The "posted speed" for unposted Class 3 highways shall be deemed to be 30 mph.

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 regrading 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

JOSH NUTTER

 Applicant Printed Name

5/26/23

 Date

(Complete only if Applicant is not the Landowner)

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

 Landowner Signature

 Landowner Printed Name

 Date

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

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

Form PVR-4342
GRAND LIST EXTENSION REQUEST

Name of Town			Name of Contact Person
Mailing Address			Phone Number
City	State	ZIP Code	Email Address

TO: Director of Property Valuation & Review
Vermont Department of Taxes
133 State Street
Montpelier, VT 05633-1401

Dear Director,

The listers of the Town of _____ request a _____ day extension under 32 V.S.A, section 4342.

Sincerely,

PRINT Name of Chair of Selectboard/Alderman

Signature of Chair of Selectboard/Alderman

Date

Email completed form to **tax.pvr@vermont.gov** or mail to the address above.

32 V.S.A. § 4342. Extensions by the Director
On written application therefor made by the listers or assessors of any town, with the approval of the selectboard of the town or mayor of the city, the several dates fixed by law and extended by section 4341 of this title or the charter of any municipal corporation, on or before which certain acts must be done relating to duties of listers and assessors, may be further extended by the Director and such extensions shall be in writing.

POMFRET
SPECIAL TOWN MEETING
Saturday, May 20, 2023

Moderator Kevin Geiger called the meeting to order at 9:07am. ~~He~~ 65 registered voters were present. The Moderator explained that the meeting was being recorded and also broadcast live as a Zoom webinar where folks could listen in but not participate or vote.

Discussion of the articles centered around two contrasting themes: the preservation of tradition with in-person Town Meeting vs. the accessibility that Australian balloting provides for all voters. Several people spoke to the loss of direct democracy by no longer being able to nominate candidates from the floor, while others liked the idea that candidates had to declare their intentions in advance of the voting. The general consensus was that even those who were in favor of Australian balloting were lamenting the loss of the social in-person meeting tradition. More concern was centered around being able to make amendments from the floor in an in-person meeting, which would be lost to Australian balloting, as no changes could be made once the articles were set. The suggestion of replacing traditional Town Meeting with other community-wide events was popular.

Article 1: Shall Pomfret elect its town officers by Australian ballot pursuant to 17 V.S.A. 2680(b)?

Moved by Jim Robinson and 2nd by Alan Graham. Voice vote was inconclusive and Kevin Geiger asked for a division of the house to determine the result. ~~Approximately 40~~ 44 stood for AYE, ~~and approximately 20~~ 19 stood for NAY, the article passed.

Article 2: Shall Pomfret adopt all budget articles by Australian ballot pursuant to 17 V.S.A. 2680(c)?

Moved by Anne Bower and 2nd by Cathy Peters. Kevin Rice proposed the following amendment, 2nd by Gordon Modarai, that Article 2 read as follows: “Shall Pomfret adopt all budget articles by Australian ballot pursuant to 17 V.S.A. 2680(c) **following an informational meeting by the Selectboard that occurs before the warning is finalized?**” The amendment passed by voice vote. The amended article passed by voice vote.

Article 3: Shall Pomfret vote on all public questions by Australian ballot pursuant to 17 V.S.A. 2680(d)?

Moved by Cathy Peters and 2nd by Kris Graham. The article passed by voice vote.

Article 4: Shall Pomfret change the date of its annual town meeting to the third day preceding the first Tuesday in March pursuant to 17 V.S.A. 2640(b)?

Moved by Cathy Peters and 2nd by Alan Graham. Due to the changes that had already taken place in Articles 1-3, the general consensus was that Article 4 was moot. The article was defeated by voice vote.

Bill Emmons motioned to adjourn at 11:37am. The motion passed by voice vote.

Respectfully submitted,

Rebecca Fielder, Town Clerk

Minutes approved by
the Pomfret Selectboard:

Date:

John R. Peters Jr., Chair

Benjamin Brickner, Vice-Chair

Steve Chamberlin

Meg Emmons

Emily Grube

Town of Pomfret Selectboard
Draft Special Meeting Minutes
May 25, 2023

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

Public: Betsy Rhodes (Library Trustee), Cathy Emmons, Bailey Markwell

1. John called the meeting to order at 7:02 pm.
2. Agenda Review – Emily added Town Hall well cover.
3. Public Comment – Betsy Rhodes asked about the planned Bicycle and Pedestrian Program grant application and paving of Library Street. Ben noted that in order to meet the grant application deadline of June 9, the application itself will describe projects generally, with details to be finalized if funding is awarded. The work likely will entail road striping and sidewalks. The Library will be consulted on any projects impacting its property. The Selectboard intends to include the Stage Road/Library Street intersection with the Stage Road paving work that may occur later this year.
4. Items for Discussion or Vote
 - a. Festival Permit Application (Abracadabra Coffee) – Ben moved and Meg seconded approval of the application as presented. Unanimous (Steve absent).
 - b. TPVS Use Agreement Extension Attorney/Client Waiver – Ben moved and Meg seconded approval of the conflict waiver and authorizing Ben to sign it. Unanimous (Steve absent).
 - c. Brookfield Generator Service Agreement – Ben moved and Emily seconded approval of the amended Brookfield Generator Service Agreement, electing Program 1 (single annual service). Unanimous (Steve absent).
 - d. Town Hall Well Cover – The well cover at the Town Hall is deteriorating. Emily moved and Ben seconded that Jim be authorized to purchase a standard 4-foot well cover and install it, using the loader. Unanimous (Steve absent).
 - e. Warrants – Ben moved and Meg seconded approval for payment of the following warrant:
23119 \$1,979.65 A/P
Unanimous (Steve absent).
 - f. Approval of Minutes – Ben moved and Meg seconded approval of the May 17, 2023 regular Selectboard meeting minutes. Unanimous (Steve absent). Ben moved and Meg seconded approval of the May 20, 2023 Special Town Meeting minutes as amended. 3 in favor, zero opposed (Emily abstained; Steve absent). Motion carried.
5. Meeting Wrap-Up
 - a. Correspondence – None.
 - b. Review of Assignments – John contact Ellen to pay the Brookfield service contract; Meg to work on the Bicycle and Pedestrian Grant Program application with Ben; Ben to work on the Bicycle and Pedestrian Grant Program application with Meg; revert to Stitzel Page re conflict waiver.
 - c. Agenda for Next Meeting (June 7, 2023) – Tax liens and payment plans, draft LHMP review, Bicycle and Pedestrian Grant, Sundstrom Highway Access Permit, ArtisTree

Event Permit and Highway Access Permit, possible Planning Commission appointment.

6. Adjournment – Ben moved and John seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 7:43 pm.

Date: June 2, 2023
To: Pomfret Selectboard Members
From: Betsy Rhodes, Abbott Memorial Library Trustee
Re: Abbott Library proposed interim changes to parking area & Library Street/Stage Road intersection

On behalf of the Abbott Memorial Library trustees and staff, I am following up on my previous conversations with you about the Library Street/Stage Road intersection and the Library's proposed changes to its parking lot to improve pedestrian, bicycle, and traffic safety in the area. I would appreciate your consideration of the following proposal and the opportunity to speak with you about it at an upcoming Selectboard meeting, preferably the next one on June 7th if there's room on the agenda.

We understand that there will be significant changes made to Library Street if the funds are secured to implement Stage 1 of the South Pomfret Scoping Study Preferred Alternative (the Alternative). However, at the earliest, it will likely be a year or two before any of this work is completed. For the safety of everyone in the area and to help keep our parking lot from eroding into the brook in the meantime, we would like to take the following steps to move traffic away from the Library's parking lot once the pothole at the intersection of Library Street and Stage Road is repaired. Thank you again for making that a priority this year, regardless of whether a grant is received to implement Stage 1 of the Alternative!

Once the pothole is repaired and traffic has use of the entire intersection, we would like to propose the following changes, which are roughly illustrated in the before and after photos on page 3 of this memo:

1) Reduce the width of the Library Street/Stage Road intersection and move the edge of the road away from the Library parking lot.

Library Street is approximately 55' wide where it intersects with Stage Road. At this widest point, starting at the Stage Road bridge, we propose painting a white line to mark the edge of the road beginning 7' away from the guardrail that curves off of the bridge into the Library parking lot. Although the width of the intersection would be reduced, each lane would still be a little over twice as wide as the 11' required, leaving room for oversized vehicles to navigate the turns, which also is imperative for everyone's safety.

From that widest point next to the guardrail, the distance between the white line and the edge of the pavement would gradually reduce to 6' by the time it is opposite the center of the Library's front walkway on the other side of the street. From there, the distance between the white line and the edge of the pavement would gradually reduce to 0' by the time it is opposite the southbound "stop ahead" sign, because the width of Library Street is only 14' 9" at this point, so there is no room to move the existing edge of the road away from the brook just north of the parking lot.

2) Add three orange bollards by the Stage Road bridge guardrail, mimicking the ones on the other side of the street, not only defining the road but creating a more defined space for pedestrians.

After painting the white line described in Step 1 above, install three orange bollards on the line for the length of the guardrail, similar to the ones that were installed on the opposite side of Library Street during the renovation of Teago. These bollards have remained in place for the last three years and successfully narrowed the lane on the west side of the street. We believe installing additional bollards by the guardrail would do the same on the east side. Vehicles would not be able to cut the corner the way they do now

without hitting the bollards. So, traffic would be moved away from the parking lot. A defined space for pedestrians to walk also would be created between the guardrail and the bollards, increasing safety.

3) Resurface the parking lot, probably only with hardpack, since paving might happen if the grant to do Stage #1 of the Alternative is received.

We are down to dirt in most areas of the parking lot and the road has become higher over the years with repaving. So, we would like to raise the level of the parking lot to meet the paved road in order to reduce the considerable drop between the two surfaces and help spread out runoff. We also would like to have the edge of the parking lot stop as many feet as possible away from the brook, to create a buffer between the parking lot and the brook while still allowing enough room for vehicles to park. In some places, this will hardly be a foot or two while in others it will be several feet. The aim is to keep vehicles from pulling up to the edge of the brook, because sections of the bank are starting to erode, and the wear and tear of vehicles pulling so far forward is making the problem worse. We don't want the bank to give way and have the parking lot and/or a vehicle fall into the brook.

4) Place some kind of parking barriers, maybe just logs or railroad ties, between the edge of the parking lot and the brook.

Parking barriers of some sort would help stop vehicles from pulling up too close to the edge of the brook, which is contributing to the erosion problem. Depending on what we use, individual parking barriers also would help define parking spaces, which could increase safety for everyone in the area.

5) Consider painting center lines on Library Street, at least in front of the Library and the parking lot, but ideally the entire length between the intersection with Stage Road to the intersection with Pomfret Road.

Unexpected maneuvers would be reduced and everyone's safety improved if the traffic lanes on Library Street were clearly defined and people could easily see where vehicles are supposed to travel.

I appreciate your consideration and look forward to discussing these proposed changes with you at an upcoming Selectboard meeting, preferably the next one on June 7th if there's time on the agenda. Otherwise, at your earliest convenience. In the meantime, please contact me with any questions, and thank you for your ongoing support of Abbott Library!

Betsy Rhodes
Abbott Memorial Library Trustee
Phone: (802) 457-1247
Email: rhodes@sover.net

BEFORE INTERIM CHANGES: Below is the intersection of Library Street and Stage Road as of April 20, 2023.



AFTER INTERIM CHANGES: Below is the intersection of Library Street and Stage Road with rough illustration of proposed changes, including painted white line and added orange bollards to move edge of road away from parking area; parking barriers, like railroad ties, to stop people from pulling up too close to the edge of the brook and defining the parking spaces; painted center lines to clearly define traffic lanes; plus, resurfacing parking lot with hardpack (not illustrated in this photo).



WINDSOR COUNTY SHERIFF'S DEPARTMENT

LAW ENFORCEMENT SERVICES CONTRACT

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

RECITALS

The parties recite and declare:

- 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 the Town, in order to deter improper conduct and to provide police services like investigation and responding to police emergencies.
- C. The Town needs additional enforcement of state criminal laws as well as enforcement of certain municipal ordinances including the regulation of speed in the Town of Pomfret and other ordinances that the Town identifies to the Sheriff's Department.

SECTION ONE

SERVICES TO BE PROVIDED

The Sheriff's Department shall provide to the Town, fully equipped and trained Deputy Sheriffs, for the purpose of satisfying law enforcement needs within the Town. These services shall be provided by providing Deputy Sheriffs in patrol vehicles for an average of (6) six to (8) eight hours per week which will be documented on a monthly basis as set forth herein. The Town shall provide the Sheriff's Department with goals/objectives regularly that they anticipate will need law enforcement action. Patrol activities shall be scheduled to achieve 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 the parties to discuss 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 the Agreement, then the parties shall work together to discuss the desired amendments and the Agreement will be amended as the parties agree or if they cannot agree, a party may choose to terminate the Agreement by giving at least 30 days written notice of the termination date if it is prior to Jun 30, 2024.

SECTION THREE

LAW ENOFRCEMENT

The Sheriff's Department shall be entitled to enforce all state laws during the Agreement. If the Town asks to have specific municipal ordinances enforced by the Sheriff's Department, the Town shall provide copies of the ordinances prior to the date that the Sheriff's Department is to begin enforcing the Town's ordinances, other than those regulating speed of motorized vehicles.

SECTION FOUR

CHARGES AND FEES

The Sheriff's department shall charge an annual fee for these services of \$ 25,000.00 which shall be paid monthly by installments of \$2,083.00 per month. The Sheriff's Department shall provide a monthly summary of services provided during the month by the 10th of each month. The report will detail the hours worked and services provided. At the end of the year the total hours should be between 312 and 416 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

SECTION FIVE

SHERIFFS COMPENSATION INCLUDES AN AMOUNT FOR ADMINISTRATION

Pursuant to 24 VSA 291 a (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 for work performed by Sheriffs; this 5% fee is already included in the annual fee set forth above.

SECTION SIX

PAYMENT OF FEES AND CHARGES

The Town agrees to pay the Sheriff's Department in full each month by the 10th of each month without the need to receive an invoice.

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 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 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 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 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 except to the extent incorporated in the Agreement.

SECTION TEN

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party.

SECTION ELEVEN

NOTICES

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 each party.

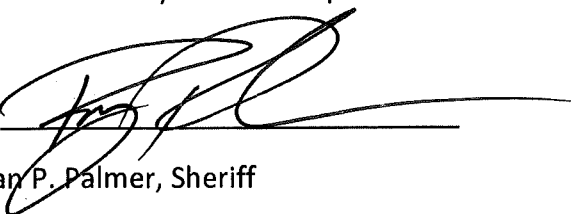
SECTION TWELVE

INSURANCE

The Sheriff's Department shall carry liability insurance coverage, workmen's compensation for its officers, and such other insurance coverage at least in the amounts as set forth on the insurance certificate attached to this agreement as Exhibit 1 including coverage for any vehicles used in the performance of this 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.

Dated 5/18/2023

Windsor County Sheriff's Department

By: 
Ryan P. Palmer, Sheriff

Dated: _____

Town of Pomfret

By: _____

Chair of the Selectboard



TOWN OF POMFRET, VERMONT

SELECTBOARD

June _____, 2023

VIA ELECTRONIC MAIL

Windsor Central Unified Union School District
Board of Directors
70 Amsden Way
Woodstock, Vermont 05091
Attention: Keri Bristow, chair
kbristow@wcsu.net

Re: Extension of Prosper Valley School Use Agreement

Dear Ms. Bristow:

Reference is made to that certain Prosper Valley School Use Agreement (the “Agreement”) dated June 28, 2018, by and among the **TOWN OF POMFRET**, a Vermont municipality in the County of Windsor and State of Vermont (the “Town”), and the Pomfret Town School District, predecessor-in-interest to the **WINDSOR CENTRAL UNIFIED UNION SCHOOL DISTRICT**, a Vermont municipality in the Counties of Windsor and Rutland and State of Vermont. The Agreement was recorded on July 6, 2018 in Book 80, Pages 276-85 of the Town of Pomfret Land Records. Capitalized terms used but not defined herein are defined in the Agreement.

The Town acknowledges and agrees that the Windsor Central Unified Union School District (the “District”) is the successor-in-interest to the Pomfret Town School District, and that the District has all of the rights and obligations of the Pomfret Town School District under the Agreement.

Pursuant to Section 1 of the Agreement, the Town wishes to extend the term of the Agreement for an additional five (5) years, such that the Agreement will expire on June 28, 2028, unless sooner terminated in accordance with its terms. The District is amenable to the Town’s desired extension and agrees to the extension.

The Town and the District (the “Parties”) agree that the Agreement remains in full force and effect, in accordance with its terms, except as expressly modified by this letter agreement. This letter agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Either Party may record this letter agreement in the Town of Pomfret Land Records without further consent of the other Party.

Kindly indicate your agreement with the foregoing by countersigning below.

[Remainder of page intentionally blank. Signature page(s) follow.]

Very truly yours,

TOWN OF POMFRET

By: _____

Name: John Peters Jr.

Title: Selectboard Chair and Duly
Authorized Agent

AGREED this ____ day of June, 2023

**WINDSOR CENTRAL UNIFIED
UNION SCHOOL DISTRICT**

By: _____

Name: Keri Bristow

Title: Board Chair and Duly
Authorized Agent

STATE OF VERMONT)
COUNTY OF WINDSOR) Ss.

At Pomfret, Vermont, this ____ day of June, 2023, personally appeared John Peters Jr.,
Selectboard Chair and Duly Authorized Agent of the **TOWN OF POMFRET**, and he
acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and
deed of the **TOWN OF POMFRET**.

Before me, _____

Notary Public

My commission expires: _____

STATE OF VERMONT)
COUNTY OF WINDSOR) Ss.

At Woodstock, Vermont, this ____ day of June, 2023, personally appeared Keri Bristow, Board
Chair and Duly Authorized Agent of the **WINDSOR CENTRAL UNIFIED UNION SCHOOL
DISTRICT**, and she acknowledged this instrument, by her subscribed, to be her free act and deed
and the free act and deed of the **WINDSOR CENTRAL UNIFIED UNION SCHOOL
DISTRICT**.

Before me, _____

Notary Public

My commission expires: _____

Very truly yours,

TOWN OF POMFRET

By: _____

Name: John Peters Jr.

Title: Selectboard Chair and Duly
Authorized Agent

AGREED this ____ day of June, 2023

**WINDSOR CENTRAL UNIFIED
UNION SCHOOL DISTRICT**

By: _____

Name: Keri Bristow

Title: Board Chair and Duly
Authorized Agent

STATE OF VERMONT)
COUNTY OF WINDSOR) Ss.

At Pomfret, Vermont, this ____ day of June, 2023, personally appeared John Peters Jr.,
Selectboard Chair and Duly Authorized Agent of the **TOWN OF POMFRET**, and he
acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and
deed of the **TOWN OF POMFRET**.

Before me, _____

Notary Public

My commission expires: _____

STATE OF VERMONT)
COUNTY OF WINDSOR) Ss.

At Woodstock, Vermont, this ____ day of June, 2023, personally appeared Keri Bristow, Board
Chair and Duly Authorized Agent of the **WINDSOR CENTRAL UNIFIED UNION SCHOOL
DISTRICT**, and she acknowledged this instrument, by her subscribed, to be her free act and deed
and the free act and deed of the **WINDSOR CENTRAL UNIFIED UNION SCHOOL
DISTRICT**.

Before me, _____

Notary Public

My commission expires: _____