

**Town of Pomfret
Selectboard Meeting Agenda
Town Offices
5218 Pomfret Road, North Pomfret
February 21, 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. Wild Apple Road Culvert Replacement Construction RFP c. FY 2025 Highway Grant Applications d. Local Hazard Mitigation Plan (LHMP) Approval e. Delinquent Tax Matters f. Lawn Maintenance (2024-26) RFP g. Sustainable Energy for Schools and Municipalities Proposal h. Vermont 250th Anniversary Grant Application i. Annual Town Meeting Informational Hearing Agenda j. Warrants k. Approval February 7, 2024 Minutes	7:30 pm
6. Meeting Wrap Up a. Correspondence b. Review of Assignments c. Agenda for Next Meeting	8:30 pm
7. Possible Executive Session <i>(Attorney-Client Communications; Employment Matters)</i>	8:45 pm
8. Adjournment	
<i>Time frames are approximate. Members of the public wishing to attend for specific business items are encouraged to arrive before the time indicated.</i>	

Zoom Instructions

- Computer or Smartphone <https://zoom.us/j/95395079923?pwd=ZjBEeDZuZWgVWmx2M0tpOE8zbjg2dz09>
- Mobile Phone +19292056099,,95395079923#,,#306922#
- Landline or Mobile Phone (301) 715 8592, followed by Meeting ID 953 9507 9923 and Password 306922

TOWN OF POMFRET

WILD APPLE ROAD IMPROVEMENTS

CONTRACT DOCUMENTS

MARCH 2024

ISSUED FOR: BID & CONSTRUCTION

PREPARED BY:



DRAFT



CONTRACT DOCUMENTS – TABLE OF CONTENTS

Town of Pomfret
Wild Apple Road Improvements

ITEM	SECTION
<u>Front End Documents</u>	
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Instructions to Bidders	EJCDC C-200
Bid Form	EJCDC C-410
Bid Bond	EJCDC C-430
Construction Agreement	EJCDC C-522
Measurement and Payment Terms	MP1 to MP2
Performance Bond	EJCDC C-610
Payment Bond	EJCDC C-615
Substantial Completion	EJCDC C-625
<u>Technical Specifications</u>	
General Requirements	01
VTrans Standard Specifications for Construction 2018 (Under Separate Cover)	
<u>Permits</u>	
• Army Corps of Engineers – General Permit, Preconstruction Notification (Pending)	
• VTANR – Stream Alteration (Pending)	
<u>Drawings (Under separate cover)</u>	
East Engineering plans: G-1.0, C-1.0, C-1.1 stamped "ISSUED FOR BID & CONSTRUCTION", dated December 4, 2023.	

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**ADVERTISEMENT FOR BIDS
TOWN OF POMFRET
WILD APPLE ROAD IMPROVEMENTS**

General Notice

The **Town of Pomfret** (Owner) is requesting Bids for the construction of the following Project:

Wild Apple Road Improvements

Bids for the construction of the Project will be received at the **Town Municipal Offices** located at **5218 Pomfret Road, North Pomfret, VT 05053** until **March 20, 2024 at 12:00 p.m.** Bids will be opened and reviewed by the Selectboard at their March 20 meeting (starting at 7:00 p.m.).

The Project includes the following Work:

Town Highway improvements including a precast concrete rigid frame structure and associated improvements.

The Project has a contractual duration (final completion) of **60 days**.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

**East Engineering, PLC
13 Jolina Court, 2nd Floor
Richmond, VT 05477**

Prospective Bidders may obtain or examine or purchase the Bidding Documents at the Issuing Office on Monday through Friday, by appointment only. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying \$100 for each set (non-refundable). PDF sets of the Bidding Documents are available free of charge.

Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on **March 5, 2024 at 9:30 a.m.** at the **Wild Apple Road Project Site (approximately 0.5 miles north from the intersection with Stage Road, 43.687221, -72.561630)**. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Town of Pomfret**
Engineer: **East Engineering, PLC**

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—BIDDING DOCUMENTS

- 1.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 1.02 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 1.03 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **AutoCAD Engineering Plans**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

ARTICLE 2—QUALIFICATIONS OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **10** days of Owner's request, Bidder may be required to submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

- C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 2.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 2 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 3—PRE-BID CONFERENCE

- 3.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 3.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 4—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be legally obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, as determined by the Owner, Engineer, and both private/public infrastructure owners.
2. *Hazardous Environmental Conditions:* Unknown.

ARTICLE 5—INTERPRETATIONS AND ADDENDA

- 5.01 Owner may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 5.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 5.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date/time for opening of Bids may not be answered.
- 5.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 6—BID SECURITY

- 6.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's total bid price in the form of a Bid bond issued by a surety. A certified or company check is an acceptable alternative to a bid bond.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 6.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 30 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 7—CONTRACT TIMES

- 7.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment are to be achieved, are set forth in the Agreement.
- 7.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 8—SUBSTITUTE AND "OR EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract

award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 8.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 9—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 9.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 9.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance.

ARTICLE 10—PREPARATION OF BID

- 10.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 10.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 10.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 10.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

- 10.05 A Bid by an individual must show the Bidder's name and official address.
- 10.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 10.07 All names must be printed in ink below the signatures.
- 10.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 10.09 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 10.10 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 11—BASIS OF BID

11.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

11.02 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 12—SUBMITTAL OF BID

- 12.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the

Advertisement. It is the Contractor's sole responsibility to ensure that the delivery was successfully received by the Owner prior to the date and time that bids are due.

A. Bids may not be submitted any earlier than three days prior to the due date and time indicated.

12.02 Emailed bids are not acceptable.

12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 13—MODIFICATION AND WITHDRAWAL OF BID

13.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 14—OPENING OF BIDS

14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the Bids will be made available to Bidders after the opening of Bids.

ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 16—EVALUATION OF BIDS AND AWARD OF CONTRACT

16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities, in their sole opinion.

16.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

16.03 If Owner awards the contract for the Work, such award will be to a responsible Bidder submitting a responsive Bid. Price will also be considered, however, the Owner reserves the right to award

the project to the Contractor they believe, in their sole opinion, will be in the best interest of the Project (not necessarily the lowest bid).

16.04 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

16.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

16.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 17— BONDS AND INSURANCE

17.01 Payment and Performance Bonds (100% of Contract Value), if included in the contract documents, are required by only the selected Contractor.

17.02 Insurance requirements are noted in subsequent sections of the bidding documents.

ARTICLE 18— SIGNING OF AGREEMENT

18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder.

ARTICLE 19— SALES AND USE TAXES

19.01 Owner is exempt from **Vermont** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. shall be provided to the selected Contractor). Said taxes must not be included in the Bid.

END OF C-200

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Pomfret**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	Wild Apple Road Improvements				
1.1	Culvert Installation	LS	1	\$	\$
1.2	Cast-in-Place Concrete	CY	60	\$	\$
1.3	Ledge/Rock Removal	CY	25	\$	\$
Total of All Bid Items (Items 1.1 to 1.3)					\$

- B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents, and
 3. Any unbalanced unit pricing, or “pennied” items, will be honored by the Contractor, regardless of the final quantity constructed as part of the project.

ARTICLE 4—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

4.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

5.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name :

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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BID BOND

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Pomfret Address <i>(principal place of business)</i> :	Bid Project <i>(name and location)</i> : Wild Apple Road Improvements Bid Due Date:
Bond Penal Sum: 5% Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Pomfret (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Town Highway improvements including a precast concrete culvert on Wild Apple Road and associated improvements.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located on Wild Apple Road.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **East Engineering, PLC.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within **60 days** after the Effective Date of the Contract and completed and ready for final payment within **70 days** after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$500** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	Wild Apple Road Improvements				
1.1	Culvert Installation	LS	1	\$	\$
1.2	Cast-in-Place Concrete	CY	60	\$	\$
1.3	Ledge/Rock Removal	CY	25	\$	\$
Total of All Bid Items (Items 1.1 to 1.3)					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. The Contractor's commercial general liability and automobile liability, and umbrella or excess, shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

E. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for

employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

- F. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours (7:00 a.m. to 6:00 p.m.), Monday through Friday. No work is allowed on any Federal holiday dates.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

- 7.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
 - C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- 7.08 Record Documents
- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.
- 7.09 Safety and Protection
- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
 - B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground

facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members,

partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.
- D. Concrete testing coordination and costs to be borne by the Contractor.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10 %** of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when

Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Pomfret _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

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MEASUREMENT AND PAYMENT TERMS

1. General
 - a. This document is used to define bid items listed in the Bid Form and on the Agreement.
2. Lump Sum and Unit Price Items
 - a. Lump sum items will be paid on a percentage complete basis. Unit price items will be paid based on the actual quantities installed and verified by the Owner and Engineer. The items listed below are all-inclusive items for the complete installation of the proposed infrastructure improvements.

Scope items listed below include the main construction tasks, but are not intended to be a comprehensive list of all required activities. Contractor shall include all required work items to complete the project in the items listed below.

Item 1.0 Wild Apple Road Improvements

Item 1.1 – Culvert Installation

- Payment: Percentage Complete.
- Mobilization of all equipment and materials to site,
- General conditions of the Contract Documents,
- Payment and Performance Bonds,
- Project coordination, communication, and administrative tasks,
- Permitting requirements and conditions,
- Temporary facilities including power, water, storage, and sewer/sanitary facilities,
- Protection of existing site features that are not impacted by construction including pavement, utilities, and vegetation,
- Site security,
- Site safety including temporary fencing, barricades, plates, and signage,
- Traffic control measures including detour signage, flaggers, and barricades,
- Construction layout for all components,
- Construct, maintain, and deconstruct the stream bypass or pumping system(s),
- Site clearing and grubbing (no clearing outside the easement limits),
- Erosion prevention and sediment control devices including silt fence and rolled erosion blankets,
- Demolition of existing structure,
- Temporary support of existing infrastructure, as needed,
- Excavation to the grades and limits shown on plans and dewatering of excavated areas, removal of excavated materials, and importing granular/roadway fill after installation of the culvert.
- Purchase, furnish, transport and installation of precast concrete culvert and associated components
- Backfilling and compaction of structure backfill around culvert,

- New guardrails, guardrail posts (including modified posts over structure with concrete post base), hardware, anchors, reflectors, and end treatments, including grading around end posts on road shoulder,
- Stone, riprap and slope armoring,
- Roadway fabric,
- Install, compact and grade roadway materials,
- Topsoil, seed, mulch, and erosion matting,
- Demobilization of all equipment and materials to site,
- Site cleanup and removal of all temporary facilities.

Item 1.2– Cast-in-Place Concrete

- Measurement and payment: Per cubic yard placed (waste concrete on-site will not be paid for and use of pumper truck on-site will deduct 1 CY from ticket).
- Reinforcing steel, ties, chairs, supports,
- Ledge anchors, including epoxy,
- Formwork, supports, and bracing,
- Concrete (VTrans Class A) and admixtures,
- Curing means/methods/compounds as well as cold weather protection (when applicable).
- Removal of forms and ties, patching of tie-holes, honey combing, and other blemishes.

Item 1.3 – Ledge/Rock Removal

- Payment: Per cubic yard. Payment limits are 1' below footing/cutoff wall elevation or bottom of culvert, and 2' horizontally from footing/side of culvert. Over excavation of ledge will not be paid.
- Mechanical removal of rock (blasting not allowed), transportation of waste rock, legal disposal, and replacement backfill.
- Boulders >3 CY in size will be considered ledge removal. Boulders <3 CY will be included in Item 1.1.

END MEASUREMENT AND PAYMENT SECTION

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of Pomfret Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Wild Apple Road Improvements Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Town of Pomfret</p> <p>Mailing address (<i>principal place of business</i>): _____</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Wild Apple Road Improvements</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None.**

CERTIFICATE OF COMPLETION

Owner: Town of Pomfret
Engineer: East Engineering
Contractor: Wild Apple Road Improvements
Engineer's Project No.: 090-01
Contractor's Project No.:

This Substantial Completion Final Certificate of Completion applies to:

All Work The following specified portions of the Work:

Date of Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete. The date of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract (one year).

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for operation, safety, maintenance, and insurance, is upon Owner's use of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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DRAFT

**SPECIAL CONDITIONS AND TECHNICAL
SPECIFICATIONS**

EAST ENGINEERING, PLC

DRAFT

DRAFT

1. GENERAL REQUIREMENTS

a. PROJECT SUMMARY

- i. This project includes a culvert replacement on Wild Apple Road in the Town of Pomfret. Requirements are noted on the plans, permits, specifications, and contract documents.
- ii. All components for this project will adhere to the State of Vermont, Agency of Transportation (VTrans), Standard Specifications for Construction, 2018, unless otherwise noted on the plans or within these specifications, or approved in writing from the Engineer.

b. GENERAL AND SPECIAL CONDITIONS

- i. Proposed improvements are within a Town road right-of-way as well as private property (easement secured by Town). Contractor shall exercise caution while working to ensure areas outside of the limits of construction are not disturbed and the site is kept in a clean and neat manner.
- ii. Portions of Owner property used for Contractor laydown area (equipment/material storage, staging, etc.) shall be protected from damage. Any damage shall be repaired by the contractor at no additional cost to the Owner. Additional laydown areas are to be obtained by Contractor, at no cost to the Owner.
- iii. Working Days and Hours – Unless otherwise approved by the Engineer and Owner, working hours shall be 7:00 a.m. to 6:00 p.m. Work on the following days is prohibited:
 1. Saturday and Sunday
 2. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.
- iv. Permits – The following civil-scope permits are required to be followed throughout construction:
 1. Vermont Agency of Natural Resources (VT ANR) – Stream Alteration
 2. Army Corps of Engineers (ACOE) – General Permit
- v. Hazardous Materials – During the duration of construction, if hazardous materials are detected, the contractor shall stop work and contact the Owner and Engineer prior to proceeding.
- vi. Historic Preservation – If unanticipated historic and/or archaeological resources are found, the Contractor shall stop work and contact the Owner and Engineer prior to proceeding.
- vii. Staging and Storage – The contractor shall utilize the Town road right-of-way for construction staging and material storage areas. The security and safety of the staging area is the sole responsibility of the Contractor. After construction is completed, the staging/storage areas shall be restored to pre-construction conditions or better.

- viii. Davis Bacon Wage Rates – This project is not subject to the requirements of the Davis Bacon Act.

c. REFERENCED STANDARDS

- i. State of Vermont, Agency of Transportation (VTrans), Standard Specifications for Construction, latest issue.
- ii. VTrans Standard Drawings for Construction, latest revisions.
- iii. American Association of State Highway and Transportation Officials (AASHTO)
- iv. Manual on Uniform Traffic Control Devices (MUTCD)

d. PROJECT MEETINGS AND COORDINATION

i. Meetings

- 1. Preconstruction Meeting – At least 10 days before beginning construction, the Owner, Contractor, and ANR personnel shall meet on-site to review the details of the project, discuss schedule, scope of work, party responsibilities, procedures for construction administration tasks (RFIs, CO's, Submittals, Payment Applications), special conditions and permitting requirements, and other applicable details of the project.

ii. Coordination

1. Contractor Representatives

- a. The Contractor shall provide a full-time representative on site during all construction activities. The representative shall supervise all operations of the work and have authority to direct all Contractor personnel, subcontractors and material suppliers.
- b. The Contractor shall designate at least two designated responsible people to be available at all time after working hours (including weekends and holidays) to be available in the event of an emergency. Contact information (home and cell phone numbers) shall be provided to the Engineer and Owner.

2. Construction Correspondence

- a. Submittals – Refer to Submittal Section for specific requirements.
- b. Request for Information (RFI) – RFI's shall be submitted by the Contractor to the Engineer in writing. The RFI shall include detailed information on the item requiring clarification including specification and/or drawing reference, a narrative explanation, and the requested response date.
- c. Change Orders (CO)– Prior to completing any work that the Contractor deems out of scope, a written request (Potential Change Order – "PCO") will be submitted to the Engineer and Owner. The PCO will include material, equipment, and labor rates and quantities of items to be installed with justification for the work.
- d. Payment Applications – A payment application shall be provided by the Contractor to the Owner noting progress percentages (lump sum

items) and quantities installed (unit price items). Lien releases will be provided to Owner with each payment application for each supplier that has an excess of \$25,000.

e. SUBMITTALS

- i. Submittals shall be provided to Engineer/Owner for materials and proceeds necessary to complete the required work. Submittals shall be provided in digital (PDF) format by email. Each submittal shall be legible and have clear indications/mark ups of the products/materials to be used. Each submittal will have a Contractor transmittal cover sheet with the referenced drawing/specification, date, and Contractor's signature indicating that the submitted product is in accordance with all project requirements. Required submittals are as follows:
 1. Project schedule (provide updates as requested by Owner or Engineer)
 2. Insurance certificates – Owner and East Engineering, PLC shall be listed as additionally insured.
 3. Preconstruction photos and or videos.
 4. Stream bypass means/methods submitted to ANR.
 5. Aggregate borrow materials.
 6. Culvert materials, including shop drawings (precast box plans and calculations shall be stamped by a Vermont licensed professional engineer)
- ii. Substitutions – If the Contractor prefers to use a product that differs from the drawings or specifications, a substitution submittal is required. Submittal will clearly compare the proposed material or product with the specified material or product.
- iii. Engineer/Owner shall have 15 calendar days to review each submittal.

f. TEMPORARY FACILITIES AND CONSTRUCTION MEASURES

- i. Storage Facilities – Contractor shall provide temporary on-site storage facilities to store materials and equipment. Contractor is responsible for the security and safety of all on-site materials and equipment. Any damaged or stolen materials or equipment shall be replaced at no cost to the Owner.
- ii. Sanitary Facilities – Contractor shall provide adequate sanitary facilities at the job site for all Contractor, Engineer and Owner personnel. Facilities shall be regularly maintained and cleaned.
- iii. Barricades, Fences and Safety Measures – Contractor is responsible for all site safety and protective measures. This includes all temporary barricades, fencing, plating, signage and other safety measures. All safety and protective measures shall meet applicable codes and standards.
- iv. Traffic Control – Contractor shall install and maintain all construction warning signs in accordance with Vermont Agency of Transportation Standard Specifications and the Manual on Uniform Traffic Control Devices (MUTCD). All temporary signage shall be anchored with sandbags or equivalent methods to

ensure signs stay upright and in the appropriate position. Contractor shall regularly monitor signs, barricades, signals to ensure they remain in proper working order.

- v. Environmental – Contractor shall install and maintain temporary environmental protective measures in accordance with applicable permitting documents and per the project drawings.
- vi. Utilities – Existing utilities shall be maintained at all times. Contractor is responsible for all DigSafe requirements. Coordination with utility authorities shall be a Contractor responsibility – this includes temporary supports, “pole-holds”, line shielding and associated tasks. Contractor shall coordinate with all utilities in the area that are not members of DigSafe to maintain all existing infrastructure. Protection of all utilities in the project area is a requirement. All repairs, damages, or other penalties shall be borne by the Contractor.

g. SITE DEMOLITION

- i. The Contractor shall demolish and/or modify all existing structures, facilities, and utilities as indicated on the drawings or specified herein. The Contractor shall furnish all materials, equipment, and labor to execute the work.
- ii. Demolished materials shall be legally disposed of at an approved facility by the Contractor. The Contractor is responsible for all costs to dispose of the material including labor, equipment, materials, trucking, and disposal fees.

h. SITE CLEARING AND GRUBBING

- i. Contractor shall clear and grub all necessary materials to complete the project within the limits of disturbance shown on project plans. Applicable items include: trees, shrubs, stumps, topsoil, snow/ice, trash/rubbish.
 - 1. Topsoil shall be segregated from other materials and stockpiled (using applicable erosion prevention and sediment control measures) for reuse during restoration of the site.
 - 2. Tree limbs and brush/vegetation may be mulched for EPSC measures or removed from site. No burning is allowed.
 - 3. Hardwood trees (excluding limbs) removed as part of the proposed repairs shall be removed from site or chipped on-site.
 - 4. Contractor to legally dispose of all materials at no expense to the Owner.

i. EROSION PREVENTION AND SEDIMENT CONTROL (EPSC)

- i. Contractor shall install, maintain and upon completion of construction, remove erosion prevention and sediment control measures. Contractor shall comply with:
 - 1. Vermont Erosion Prevention and Sediment Control Field Guide – Vermont Department of Environmental Conservation, Most Current Version.
 - 2. The Vermont Standards & Specifications for Erosion Prevention & Sediment Control – Vermont Department of Environmental Conservation, Most Current Version.

j. PROTECTION AND REPAIR OF PROPERTY AND EXISTING INFRASTRUCTURE

- i. Contractor shall be responsible for protecting, maintaining and repairing or replacing site features during construction including:
 1. Underground Utilities – All DigSafe responsibilities are a responsibility of the Contractor as noted in previous sections.
 2. Overhead utilities shall be maintained and protected at all times. Temporary support(s) and/or pole hold(s) and/or relocation(s) shall be coordinated with the authority having jurisdiction. All temporary measures needed/required by the authority having jurisdiction shall be paid for by the Contractor. Any damage to existing poles or overhead utilities shall be paid for by the Contractor.
 3. Lawns, Grasses and Landscaping/Plantings – Contractor is responsible for restoring lawns and grass areas. Landscaping/plantings shall be replaced in-kind. Any pruning or cutting of branches shall be done in a neat and professional manner – cut ends of branches to be sealed by an acceptable arbor product within 24 hours of cutting.
 4. Survey monuments and markers – If existing survey markers or monuments are disturbed, Contractor shall pay a Professional Licensed Surveyor (registered in Vermont) to reset.
 5. Pavements – Pavement and driveways that are to remain shall not be damaged. If existing pavement and driveway areas are to be used as material stockpile and/or equipment parking areas, Contractor shall provide adequate temporary measures to protect the infrastructure from damage. Damaged pavements and driveways (as determined by Engineer or Owner) shall be removed and replaced by the Contractor at no cost to the Owner.
 6. Mailboxes – If mailboxes are in the area of disturbance, they shall be temporarily relocated/reset during construction to the satisfaction of the landowner and post office. After construction, mailboxes shall be reset to their original locations to the satisfaction of the landowner, post office and Engineer.

k. CULVERTS

- i. Precast Concrete
 1. Loading: HL-93
 2. Two coats field applied Silane on all exposed surfaces
 3. Full membrane over top and 3-ft down sides. Royston 10AN with 713B Primer, or engineer approved equal.
 4. Plain rebar (black bar) for all reinforcing
 5. Minimum two (4) bolt pockets per section for drawing box sections together
 6. Keyway shall be grouted (high-strength, non-shrink) after backfilling operations are completed. Keyway grout to be sloped to drain away from precast stem wall.

I. RECORD DRAWINGS

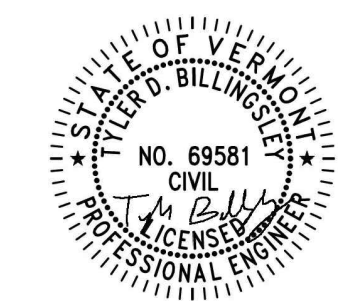
- i. The Contractor is responsible to keep one set of record drawings throughout the construction of the project. Differing conditions and actual locations/elevations of proposed improvements shall be clearly/neatly documented and dimensioned in red-pen or completed digitally in a PDF.

m. PROJECT CLOSEOUT

- i. Substantial Completion – Contractor will notify the Engineer and Owner when the project is ready to be inspected for Substantial Completion. Owner, Engineer and Contractor will conduct a walkthrough and document any outstanding items that remain to be completed (punchlist). If the Engineer and Owner determine that the completed work is substantially complete, a certificate will be issued with a final punch list.
- ii. Final Completion – Using the punchlist, the Contractor will complete all outstanding work items, remove temporary facilities, and conduct final cleaning of all work areas to the satisfaction of the Engineer and Owner. After completion of the punch list, Owner, Engineer and Contractor will conduct a final walkthrough. If satisfied, Owner and Engineer will release the certificate of final completion.

END OF TECHNICAL SPECIFICATIONS

WILD APPLE ROAD IMPROVEMENTS



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OWNER:
TOWN OF POMFRET
5218 POMFRET ROAD
NORTH POMFRET, VT 05053
(802) 457-3861

PROJECT:
WILD APPLE ROAD IMPROVEMENTS

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2023-12-04

PROJ. #: 090-01

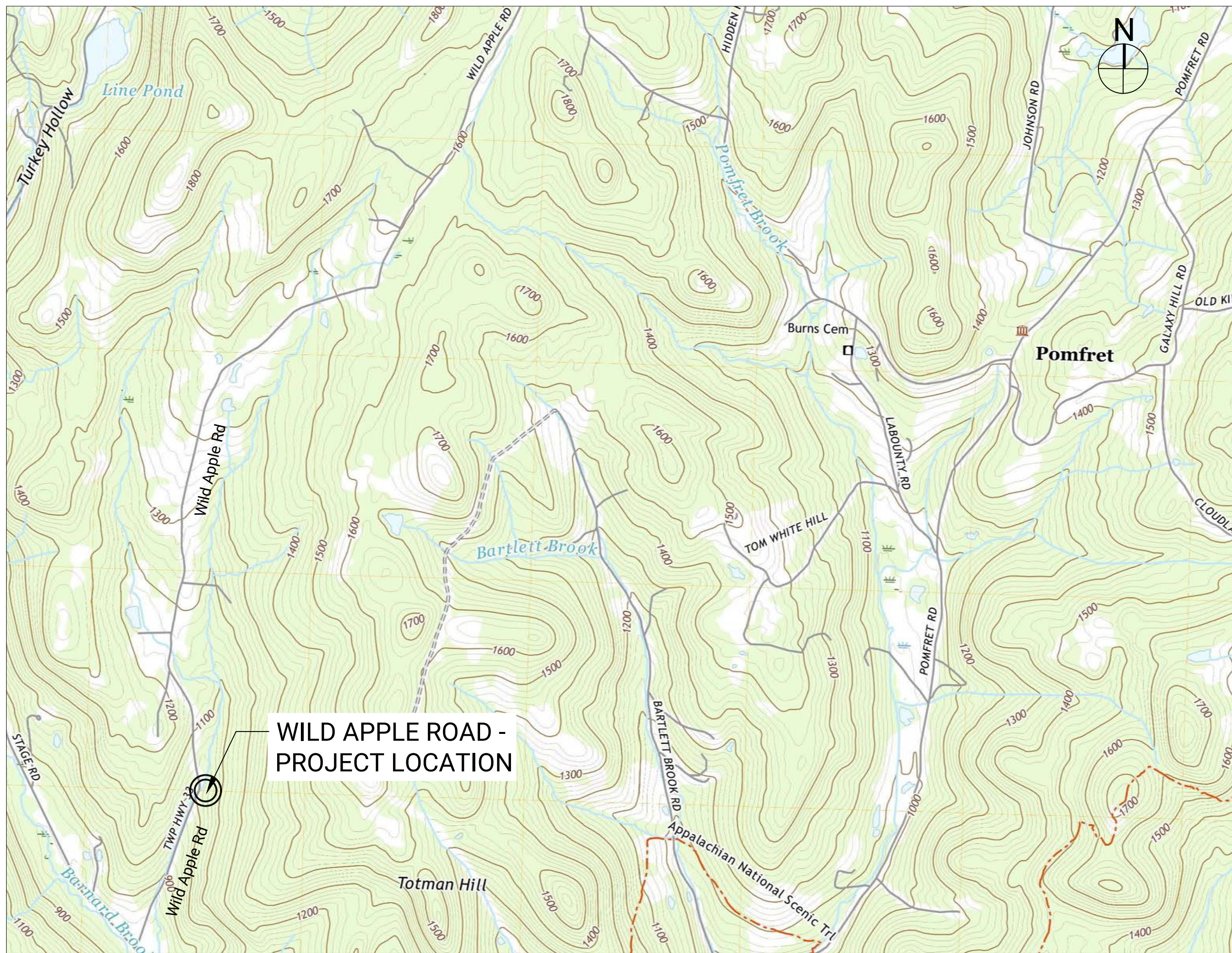
REVISIONS		
#	BY:	DATE:

TITLE SHEET

DRAWING NO:
G-1.0

HIGHWAY FOREMAN
JIM POTTER

SELECTBOARD
JOHN PETERS JR, CHAIR
BENJAMIN BRICKNER, VICE-CHAIR
STEVE CHAMBERLIN
MEG EMMONS
EMILY GRUBE



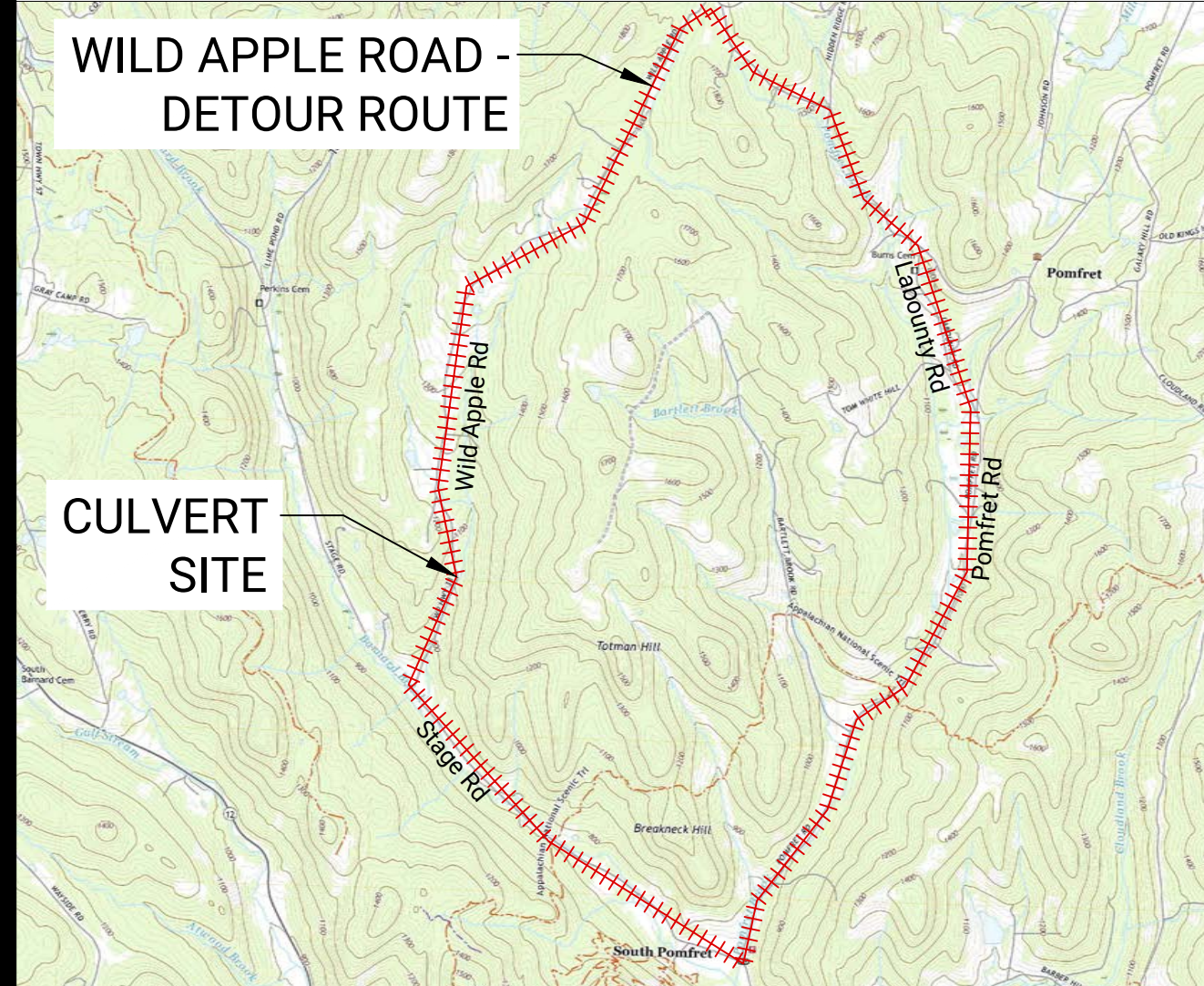
TOWN OF POMFRET, VERMONT
DECEMBER 2023

Sheet List Table	
Sheet	Sheet Title
G-1.0	TITLE PAGE
C-1.0	WILD APPLE ROAD SITE PLAN
C-1.1	DETAILS

WILD APPLE ROAD SITE	Roadway Design Information Town Highway Number: 33 Annual Average Daily Traffic (AADT), Current: Est. <400 AADT, Design Forecast (20 Year): Est. <400
	Proposed Structure Design Information Local ID Number: #15 Northing/Easting: 43.6872 / -72.5616 Structure Type: Precast Concrete Box Design Live Load: HL-93 Clear Span: 15'
	Hydraulic Design Information Waterbody: Un-named Tributary to Barnard Brook Drainage Area: ~1.62 mi ² Design Flow (Q25): 237 cfs Stone Armor Min. Size: VTrans Specification E2

GENERAL/CONSTRUCTION NOTES

1. TO CLARIFY THE PLANS, ALL EXISTING SITE FEATURES ARE SHOWN IN lowercase LETTERS AND ALL PROPOSED IMPROVEMENTS ARE SHOWN IN CAPITAL LETTERS.
2. THIS PLAN SHOWS APPROXIMATE SITE FEATURES, UTILITIES, TAX MAP BOUNDARY LINES, BUILDINGS, AND OTHER SITE FEATURES BASED ON A SURVEY COMPLETED BY EAST ENGINEERING IN FEBRUARY 2023. ADDITIONAL DEPICTIONS ARE BASED ON INFORMATION FROM THE VERMONT GEODATA PORTAL, OWNER, AND UTILITY COMPANIES. THIS IS NOT A BOUNDARY SURVEY.
3. TECHNICAL SPECIFICATIONS ACCOMPANY THE PLANS AND ARE ESSENTIAL FOR CONSTRUCTION. UNLESS OTHERWISE NOTED, THE VERMONT AGENCY OF TRANSPORTATION (VTRANS) 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION SHALL BE FOLLOWED. CONTRACTOR FIELD PERSONNEL SHALL HAVE THE PLANS, SPECIFICATIONS, AND BID DOCUMENTS IN THE FIELD DURING CONSTRUCTION.
4. ALL SITE SAFETY, SECURITY, MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL OSHA/VOSHA RULES AND REGULATIONS SHALL BE ADHERED TO AT ALL TIMES. AT THE END OF EACH WORKING DAY, CONTRACTOR SHALL SECURE ALL EQUIPMENT, MATERIALS, AND FACILITIES. ALL OPEN EXCAVATIONS SHALL BE BARRICADED, FENCED, PLATED, COVERED OR TEMPORARILY BACKFILLED.
5. ALL APPLICABLE PERMITTING CONDITIONS AND REGULATIONS SHALL BE MAINTAINED BY THE CONTRACTOR.
6. NO WORK OUTSIDE OF THE TOWN RIGHT-OF-WAY, OR TOWN OBTAINED EASEMENTS, UNLESS WRITTEN PERMISSION FROM BOTH THE LANDOWNER AND ENGINEER ARE OBTAINED.
7. TRAFFIC SHALL BE DETOURED DURING THE ROAD CLOSURE. MAXIMUM ROAD CLOSURE SHALL BE 21 DAYS - ONE LANE DURING WORKING HOURS, TWO LANES AFTER WORKING HOURS MUST BE RESTORED AT THE END OF 21 DAYS.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
9. THE PROJECT IS NOT REQUIRED TO OBTAIN COVERAGE UNDER THE STATE OF VERMONT, AGENCY OF NATURAL RESOURCES, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, CONSTRUCTION GENERAL PERMIT (3-9020) FOR STORMWATER GENERATED FROM THE PROJECT. HOWEVER, BEST MANAGEMENT PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE MAINTAINED REGARDLESS.
10. DISTURBED AREAS NOT UNDER ACTIVE CONSTRUCTION SHALL BE STABILIZED WITHIN 7 DAYS.
11. IF TURBID WATER IS FOUND TO BE LEAVING THE PROJECT AREA, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL EROSION PREVENTION AND SEDIMENT CONTROL DEVICES TO LIMIT THE DISCHARGE. DISCHARGES SHALL BE REPORTED TO THE ENGINEER WITHIN 24 HOURS.
12. EXCAVATION DEWATERING SHALL BE DISCHARGED TO UPLAND AREAS INTO AN APPROVED EROSION PREVENTION DEVICE, UNLESS WATER IS CLEAR AND FREE OF TURBIDITY.
13. SLOPES STEEPER THAN 2:1 SHALL HAVE STONE ARMORING. SLOPES BETWEEN 2:1 AND 3:1 SHALL HAVE ROLLED EROSION MATTING. SLOPES LESS THAN 3:1 SHALL HAVE SEED AND MULCH.



SITE DETOUR
NOT TO SCALE

EXISTING LEGEND :

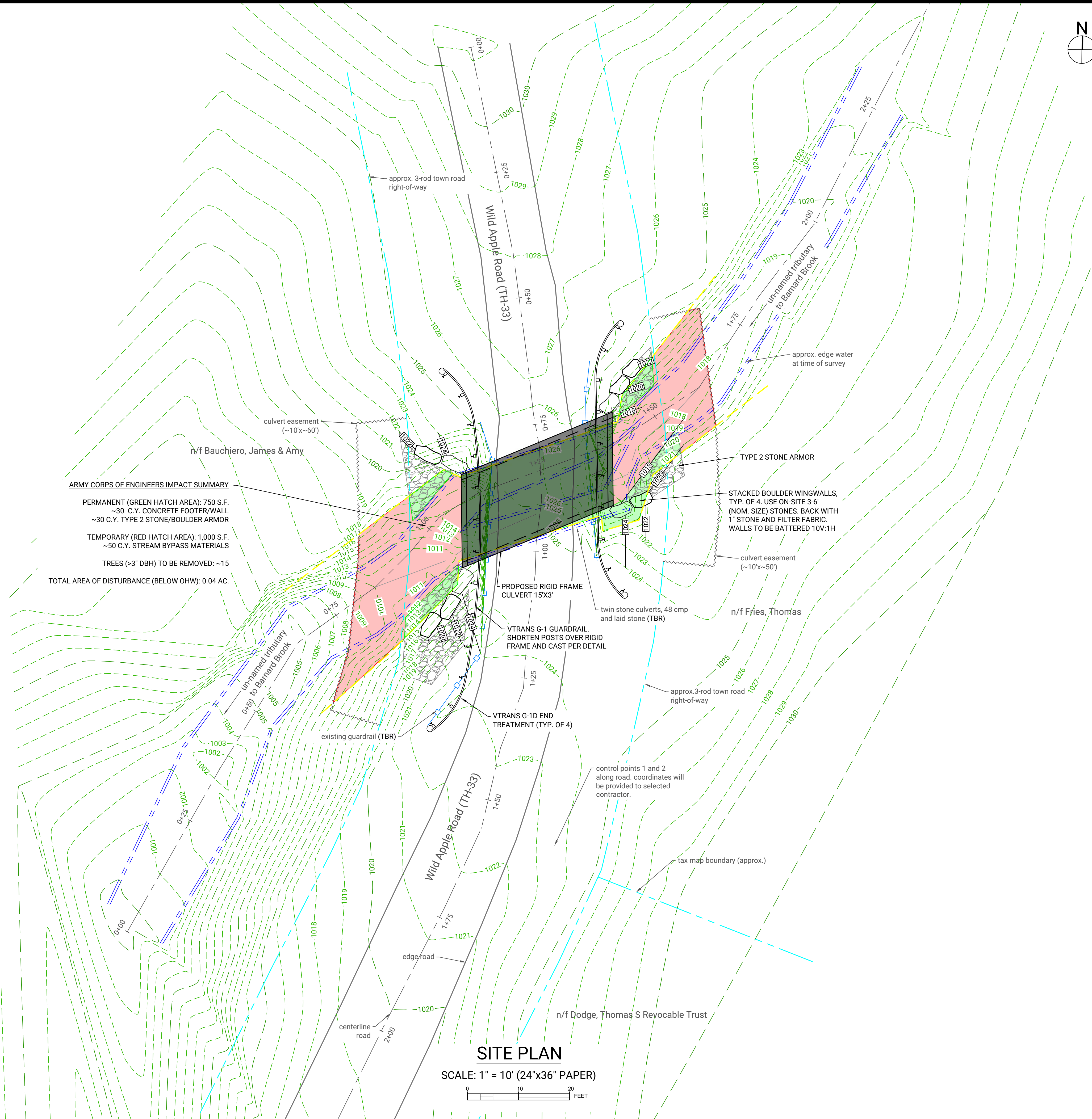
- underground telecom
- overhead wires
- utility pole
- fence/guardrail
- sign
- trees/vegetation
- road right-of-way / tax map
- elevation contour
- edge of water
- ACOE ohw
- town easement

PROPOSED LEGEND :

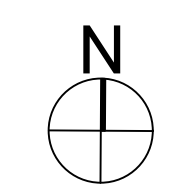
- DETOUR
- PROPOSED CONTOUR
- STONE ARMORING
- CONCRETE
- CULVERT/BRIDGE
- SIGN/TYPE
- SPOT ELEVATION
- ACOE INCIDENTAL IMPACT
- ACOE TEMPORARY IMPACT
- ACOE PERMANENT IMPACT

ABBREVIATIONS:

- | | |
|-----------|---------------------------------------|
| HDPE | HIGH DENSITY POLYETHYLENE |
| CONC | CONCRETE |
| DI | DUCTILE IRON |
| PVC | POLYVINYL CHLORIDE |
| CMP | CORRUGATED METAL PIPE |
| VTRANS | VERMONT AGENCY OF TRANSPORTATION |
| MUTCD | MANUAL ON UN. TRAFFIC CONTROL DEVICES |
| TYP | TYPICAL |
| TEMP | TEMPORARY |
| MIN | MINIMUM |
| MAX | MAXIMUM |
| TBR | TO BE REMOVED |
| TBA | TO BE ABANDONED |
| APPROX EL | APPROXIMATE ELEVATION |
| ROW | RIGHT-OF-WAY |
| CTRL | CONTROL POINT |
| NTS | NOT TO SCALE |
| N/F | NOW OR FORMERLY |



SITE PLAN
SCALE: 1" = 10' (24"x36" PAPER)



EAST ENGINEERING
CIVIL INFRASTRUCTURE

(802) 989-6686
WWW.EASTENGINEERINGPLC.COM



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OWNER:
TOWN OF POMFRET
5218 POMFRET ROAD
NORTH POMFRET, VT 05053
(802) 457-3861

PROJECT:
WILD APPLE ROAD IMPROVEMENTS

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2023-12-04

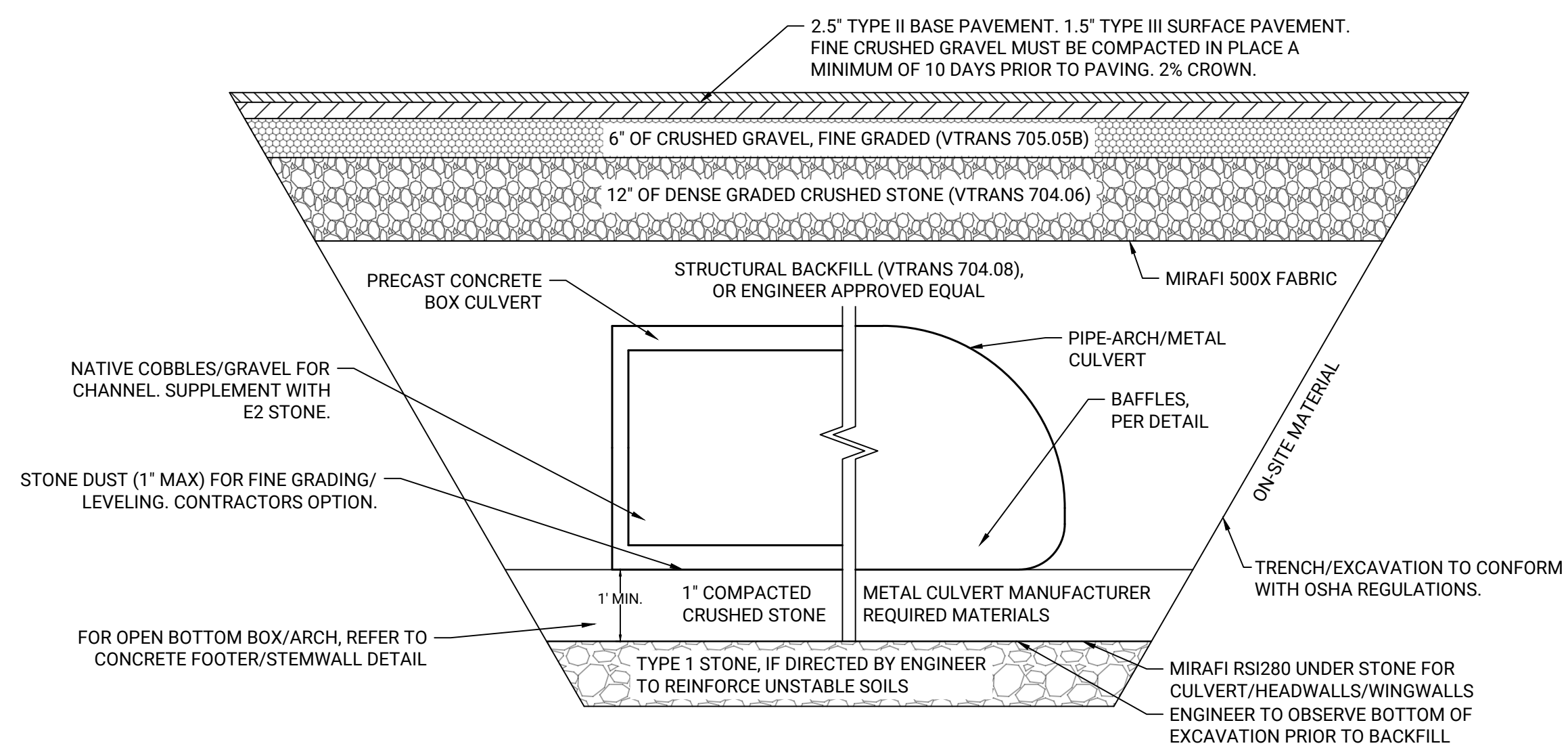
PROJ. #: 090-01

REVISIONS

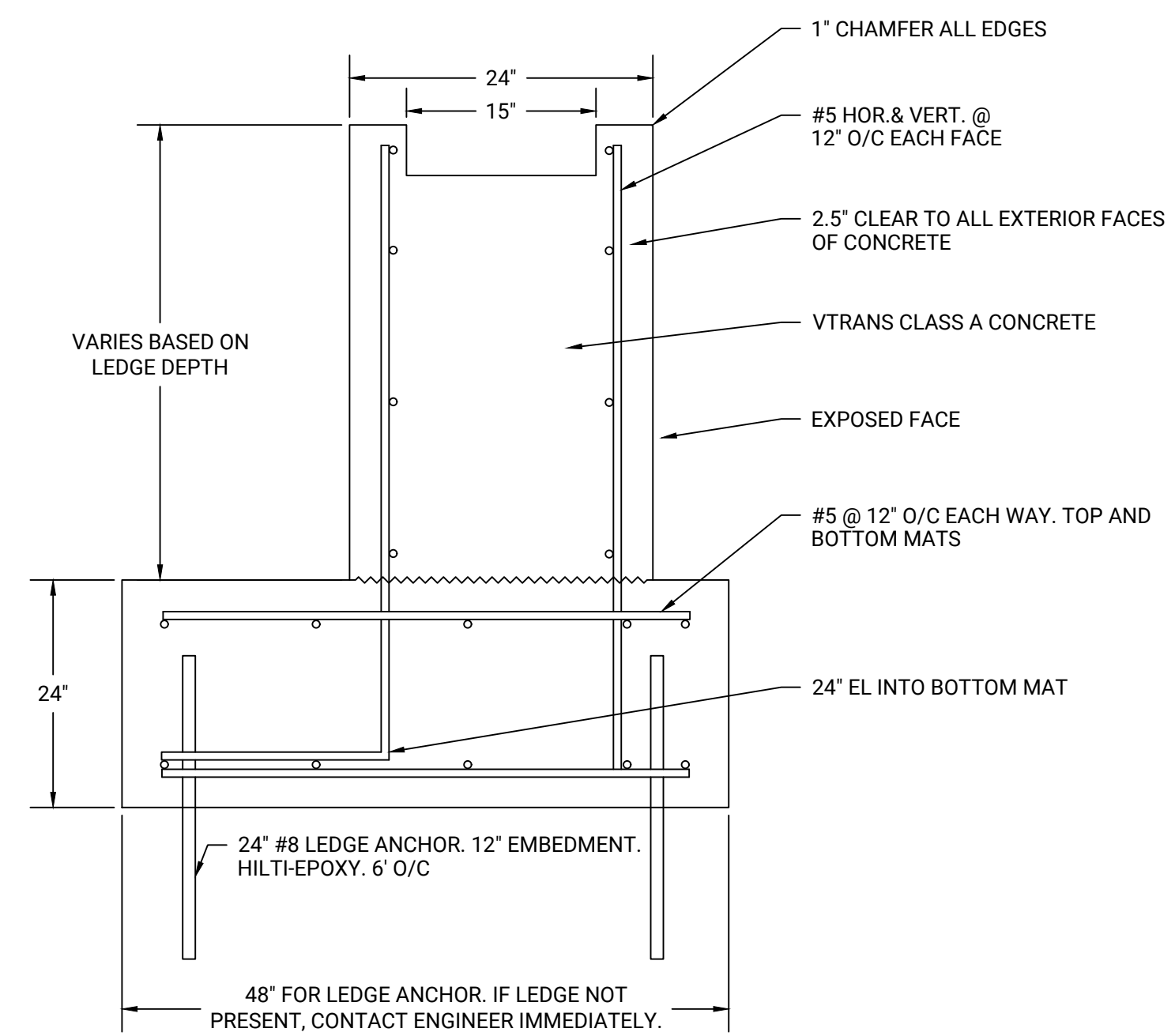
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WILD APPLE ROAD SITE PLAN

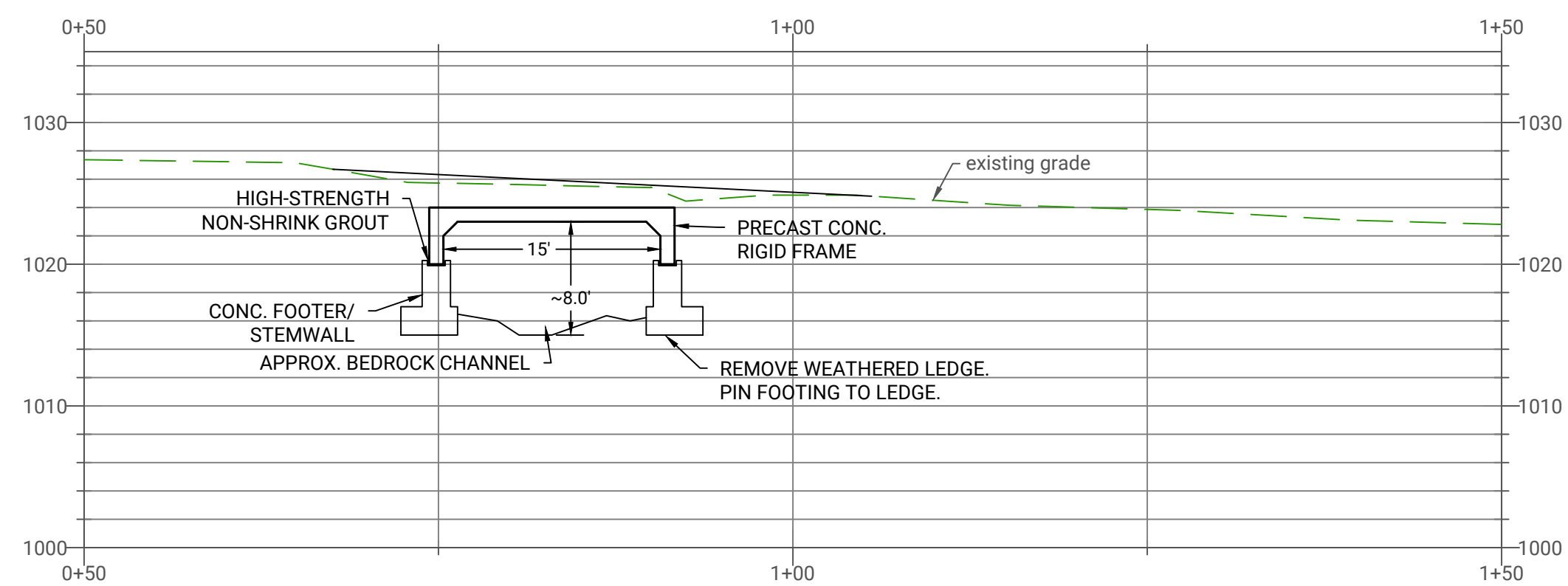
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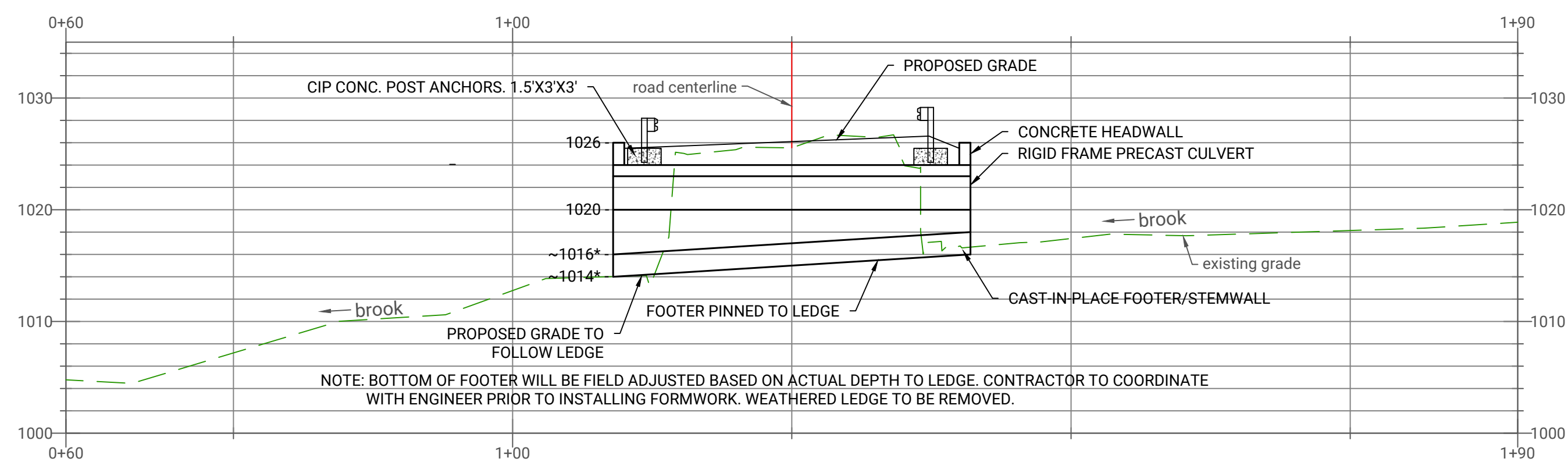
CULVERT/ROAD BACKFILL DETAIL
NOT TO SCALE



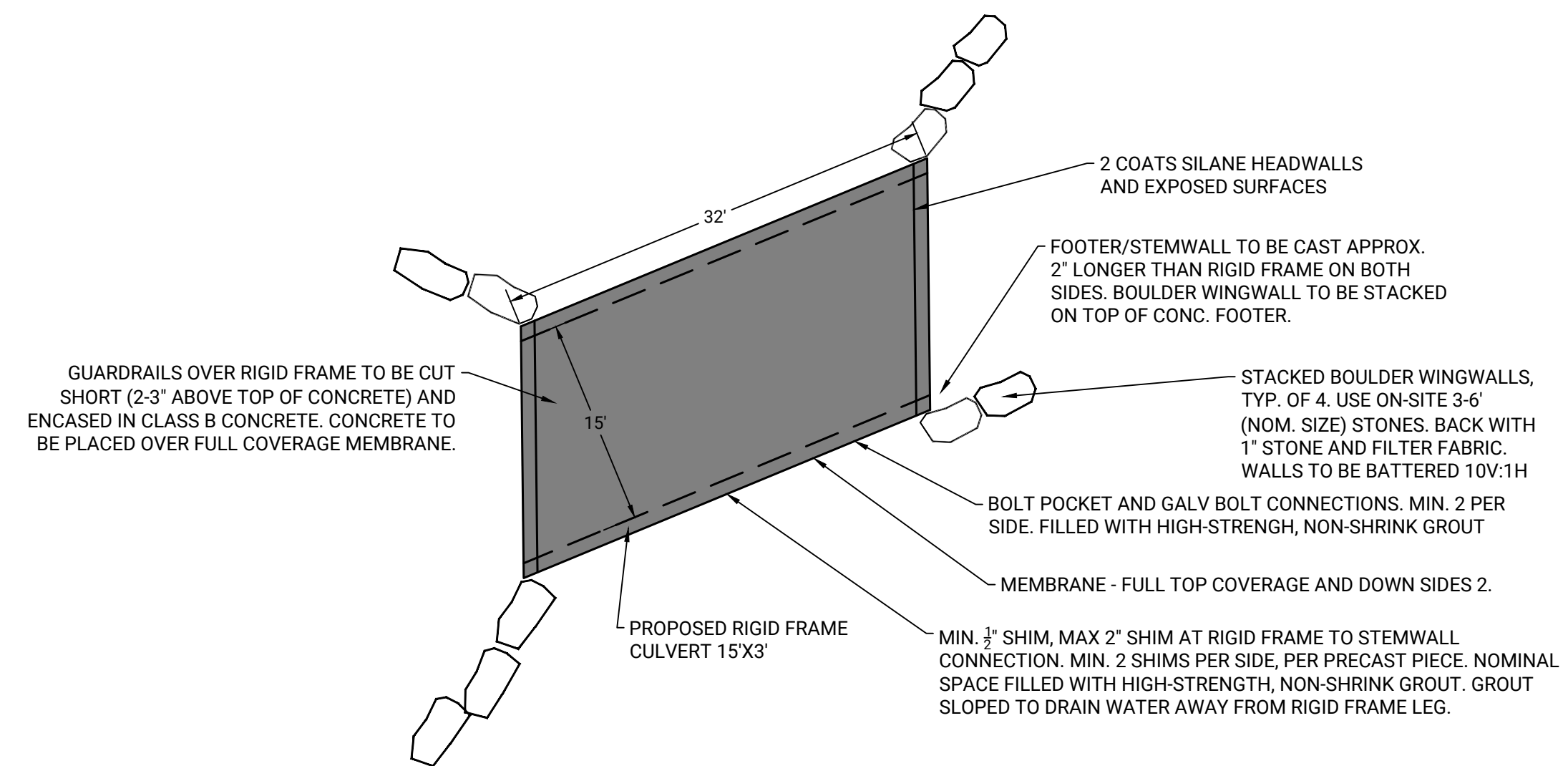
FOOTER AND STEMWALL DETAIL
NOT TO SCALE



ROAD PROFILE & CULVERT SECTION
SCALE: 1" = 10' (24"x36" PAPER)



UN-NAMED TRIBUTARY PROFILE
SCALE: 1" = 10' (24"x36" PAPER)



CULVERT DIMENSIONS/DETAIL
SCALE: 1" = 10' (24"x36" PAPER)



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5218 POMFRET ROAD
NORTH POMFRET, VT 05053
(802) 457-3861

PROJECT:
WILD APPLE ROAD IMPROVEMENTS

ISSUED FOR:
BID & CONSTRUCTION

ISSUED DATE:
2023-12-04

PROJ. #: 090-01

REVISIONS		
#	BY:	DATE:

DETAILS

DRAWING NO:

C-1.1



VERMONT

AGENCY OF TRANSPORTATION

FY 2025 Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: Pomfret MUNICIPAL CONTACT (name): John Peters Jr

MAILING ADDRESS: 5218 Pomfret Rd., North Pomfret VT 05053

Phone: (802) 457-3861 E-Mail: john.peters@pomfretvt.us

ACCOUNTING SYSTEM: Automated Manual Combination

SAM #: ELLSZHMPBA76 Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Chris Bump

Phone: (802) 295-8888 E-Mail: Chris.bump@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

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

TH# 2, (Name) Stage Rd which is a class 2 town highway.

Bridge # _____, which crosses _____

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

Causeway: _____

Retaining Wall: _____

Latitude: _____ Longitude: _____ MM (If Available): _____

Problem:

Pavement is aging, deteriorating and needs shimming and overlay.

Reason For Problem:

Deterioration due to age, main route from Barnard to Pomfret, Substandard width.

Proposed Scope of Work:

For 2.86 miles, all of stage rd starting at Barnard town line to teago store up Pomfret Rd to Library St and back to Stage Rd 22 feet wide with a one inch shim and a 1.5 inch top coat and widening the first mile from a 19' to 22' wide road

Shim for widen first mile to 22'is 360 ton

1 inch shim for full 2 miles is 1500 ton total shimming 1820 tons



Detailed Cost Estimate (below or attached):

Total tons 4070 @ \$92 ton \$374,440 total paving

Shoulder gravel 300 ton @\$40 \$12,000

Cost of paving and shoulder work \$386,440.

Estimated Project Amount: \$ 386,440.00

Estimated Completion Date: 10/30/2025

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

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

Note:

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



VERMONT

AGENCY OF TRANSPORTATION

FY Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: MUNICIPAL CONTACT (name):

MAILING ADDRESS:

Phone: E-Mail:

ACCOUNTING SYSTEM: Automated Manual Combination

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

DISTRICT CONTACT (name):

Phone: E-Mail:

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

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

TH# ____, (Name)_____ which is a class ____ town highway.

Bridge #_____, which crosses _____

Culvert # ____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: Longitude: MM (If Available):

Problem:

Reason For Problem:

Proposed Scope of Work:

Detailed Cost Estimate (below or attached):

Estimated Project Amount: \$

Estimated Completion Date:

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

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) _____ Date: _____

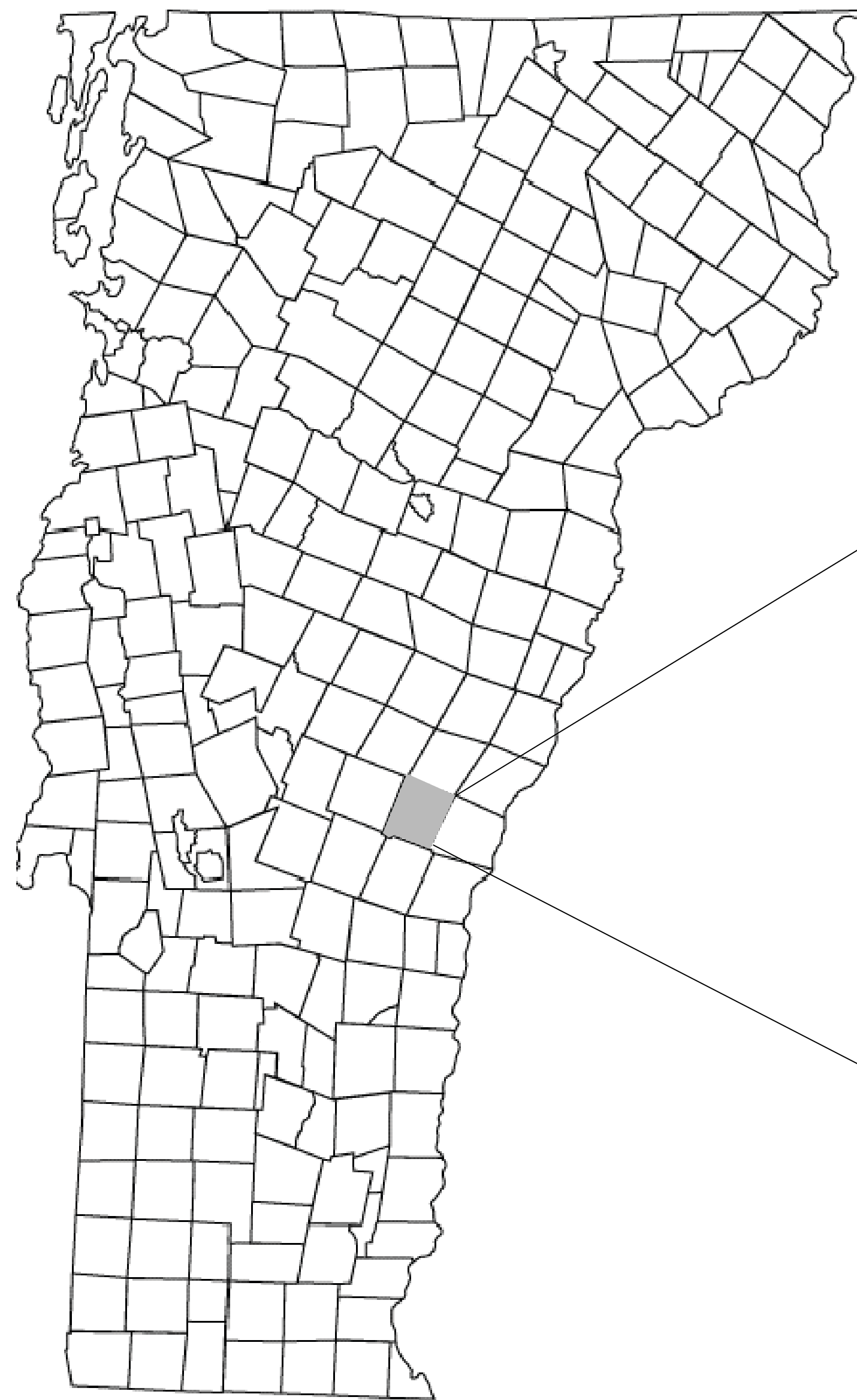
Note:

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

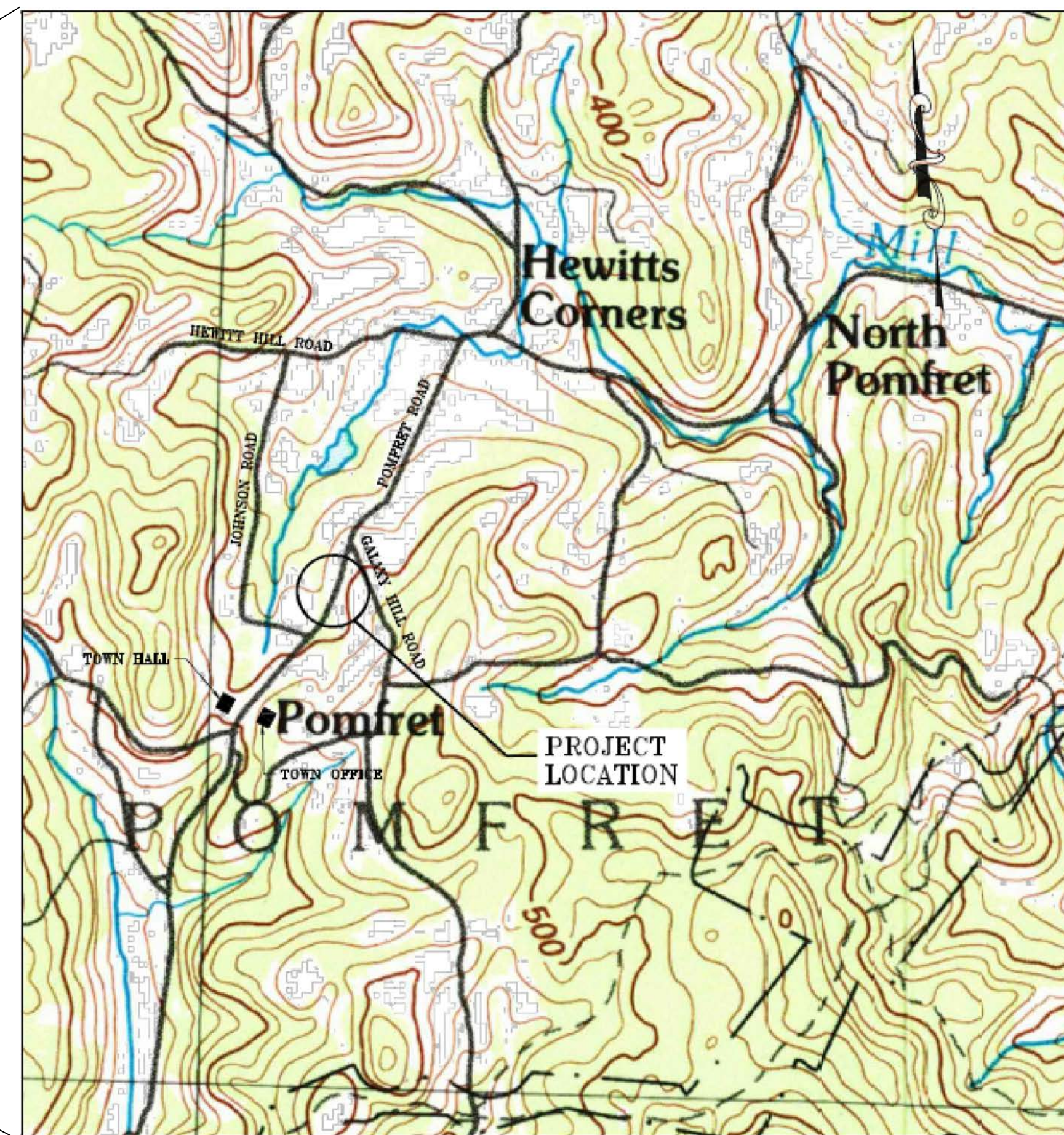
TOWN OF POMFRET

POMFRET ROAD CULVERT REPLACEMENT

POMFRET, VERMONT
 DECEMBER, 2020
PRELIMINARY PLANS
FOR REVIEW ONLY



POMFRET



PROJECT LOCATION PLAN

SCALE: 1" = 2000'

OWNER

TOWN OF POMFRET
 5218 POMFRET ROAD
 NORTH POMFRET, VERMONT 05053
 (802) 457-3861

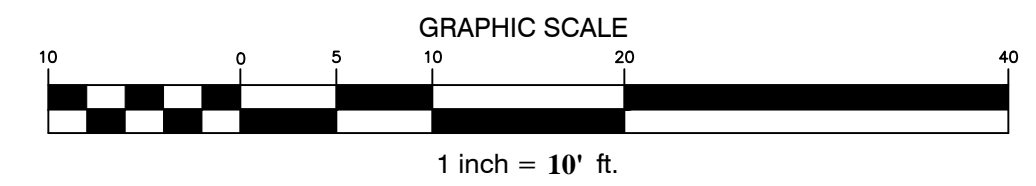
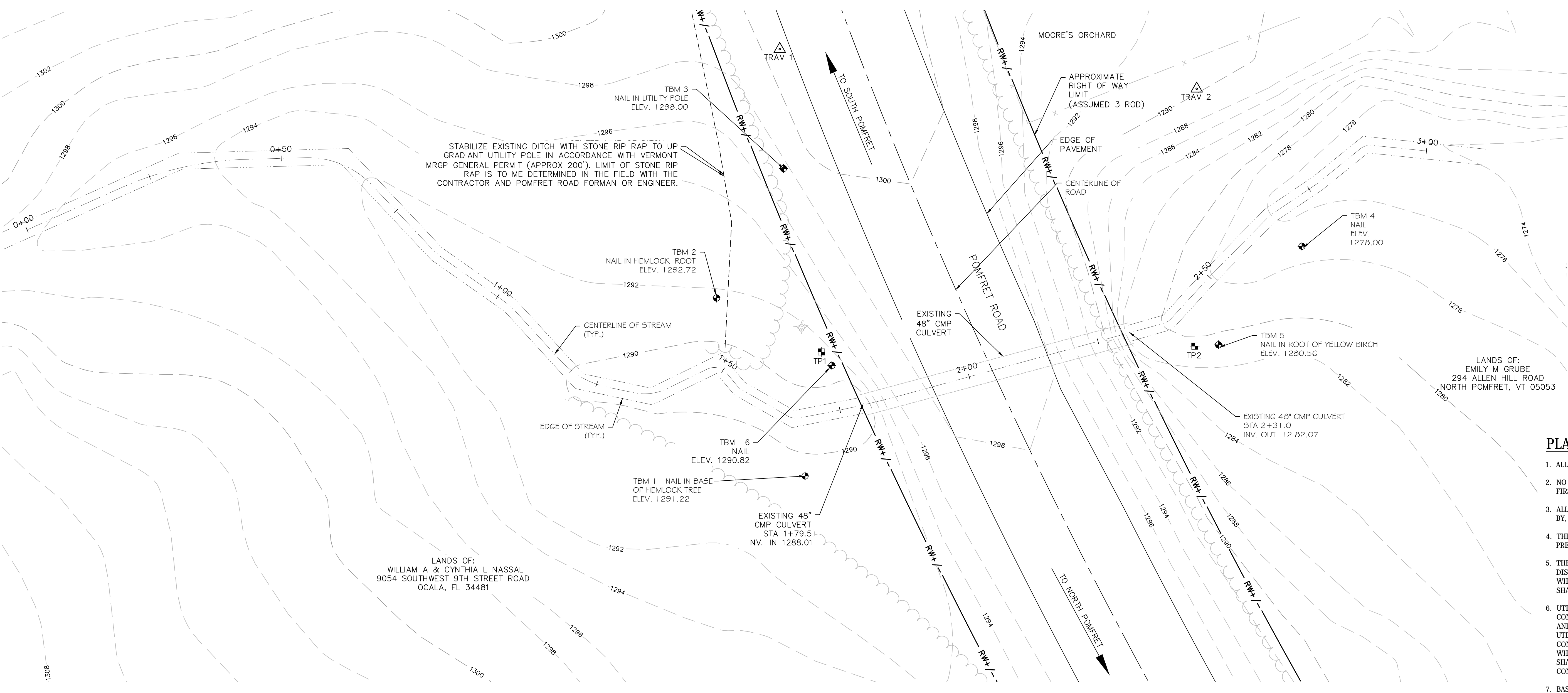
ENGINEER

HARRINGTON CIVIL ENGINEERS, INC.
 7868 POMFRET ROAD
 NORTH POMFRET, VERMONT 05053
 (802) 457-1299

PLAN SHEETS

SHEET #	DESCRIPTION	ORIGINAL DATE	REVISED DATE
1	EXISTING CONDITIONS PLAN	12/17/2020	
2	CULVERT REPLACEMENT PLAN AND NOTES	12/17/2020	
3	CONSTRUCTION DETAILS AND NOTES	12/17/2020	
4	EROSION CONTROL PLAN AND TEMPORARY CONSTRUCTION NOTES	12/17/2020	

SITE PLAN
SCALE: 1"=10'

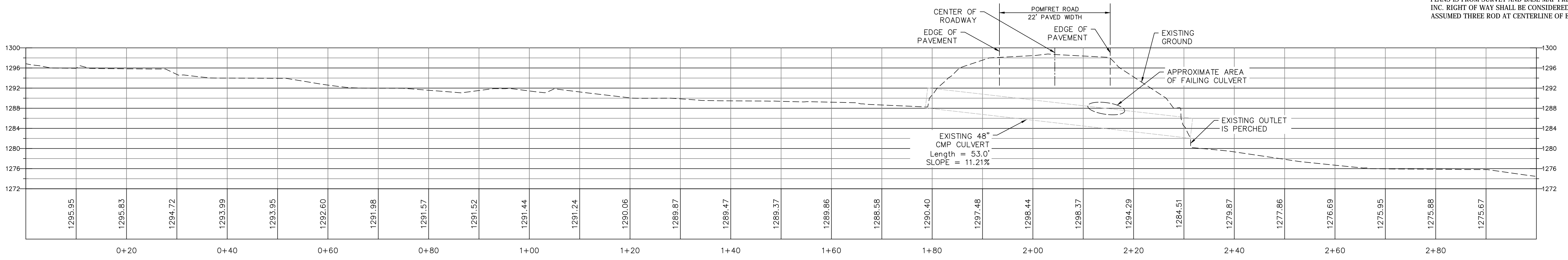


LEGEND

- APPROXIMATE RIGHT OF WAY
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- TREELINE
- CENTERLINE OF STREAM
- EDGE OF STREAM
- EDGE OF PAVEMENT
- FENCE
- CENTER LINE OF ROAD
- CENTER LINE OF DITCH
- TRAVERSE
- TEMPORARY BENCHMARK
- TEST PIT LOCATION
- TREE
- UTILITY POLE
- TREE STUMP

PLAN NOTES

1. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS.
2. NO EXISTING MONUMENTS, BOUNDS, OR BENCHMARKS SHALL BE DISTURBED WITHOUT FIRST MAKING PROVISIONS FOR RELOCATION.
3. ALL WORK SHALL BE PERFORMED WITHIN THE PROPERTY OF, AND EASEMENTS SECURED BY, THE OWNER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DATA COLLECTION AND PREPARATION OF RECORD DRAWINGS.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONTROLLING EROSION IN ALL AREAS DISTURBED BY HIS ACTIONS. COSTS FOR REQUIRED EROSION CONTROL, REGARDLESS OF WHETHER OR NOT SUCH MEASURES ARE SHOWN ON THE ENGINEERING DRAWINGS, SHALL BE BORNE BY HIM.
6. UTILITY LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PROTECTION OF EXISTING UTILITIES AND SHALL REPAIR ANY DAMAGE AS QUICKLY AS POSSIBLE AT HIS OWN EXPENSE. ALL UTILITIES ENCOUNTERED SHALL BE LOCATED BY DEPTH AND TIES AND SHOWN BY THE CONTRACTOR ON HIS "AS BUILT" DRAWINGS. HAND EXCAVATION SHALL BE DONE WHEREVER UNDERGROUND UTILITIES ARE SHOWN OR ANTICIPATED. THE CONTRACTOR SHALL CONTACT DIG SAFE AND THE APPROPRIATE AUTHORITIES PRIOR TO ANY CONSTRUCTION IN ORDER TO VERIFY EXISTING CONDITIONS AND UTILITY LOCATIONS.
7. BASE MAP INFORMATION INCLUDING TOPOGRAPHY AND LAND FEATURES ON THESE PLANS IS FROM SURVEY AND BASE MAP PREPARED BY HARRINGTON CIVIL ENGINEERS, INC. RIGHT OF WAY SHALL BE CONSIDERED APPROXIMATE AND IS BASED ON AN ASSUMED THREE ROD AT CENTERLINE OF EXISTING ROAD.

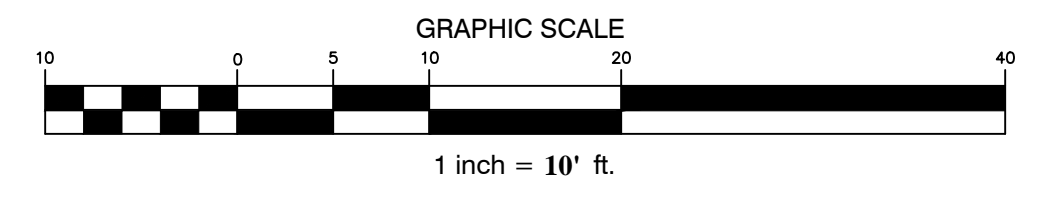


TEST PIT INFORMATION

TEST PITS WERE PERFORMED WITH THE TOWN OF POMFRET ROAD CREW AND JON HARRINGTON ON NOVEMBER 20TH, 2020.

TEST PIT #1	
DEPTH	SOIL DESCRIPTION
0"-26"	FINE MEDIUM BROWN SILT WITH SAND FILL/STREAM DEPOSITION
26"-42"	FINE SILTY SANDY TILL, BROOK LEVEL AROUND 30" - SEEPAGE 30". ORIGINAL GRADE ESTIMATED 30" ON UPHILL SIDE OF PIT, LAYER OF ORGANICS 46" ON UPHILL SIDE OF PIT.
42"-60"	CLAY LAYER, GREY/BLUE CLAY
TEST PIT #2	
DEPTH	SOIL DESCRIPTION
0"-34"	BROWN FINE SAND, MANY FINE ROOTS
34"-57"	GREY/BLUE CLAY. SEEPAGE AT 34" ON CLAY LAYER, APPROXIMATELY 36" BELOW STREAM LEVEL

STREAM CENTER LINE PROFILE
SCALE: 1"=10' (V & H)

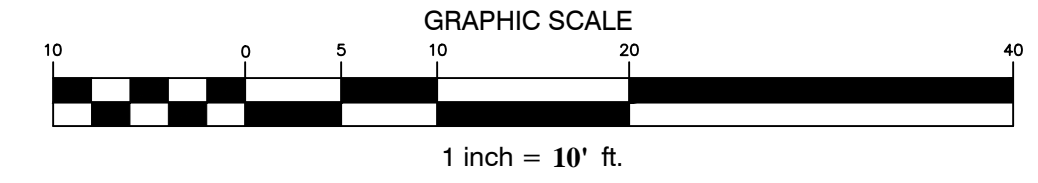
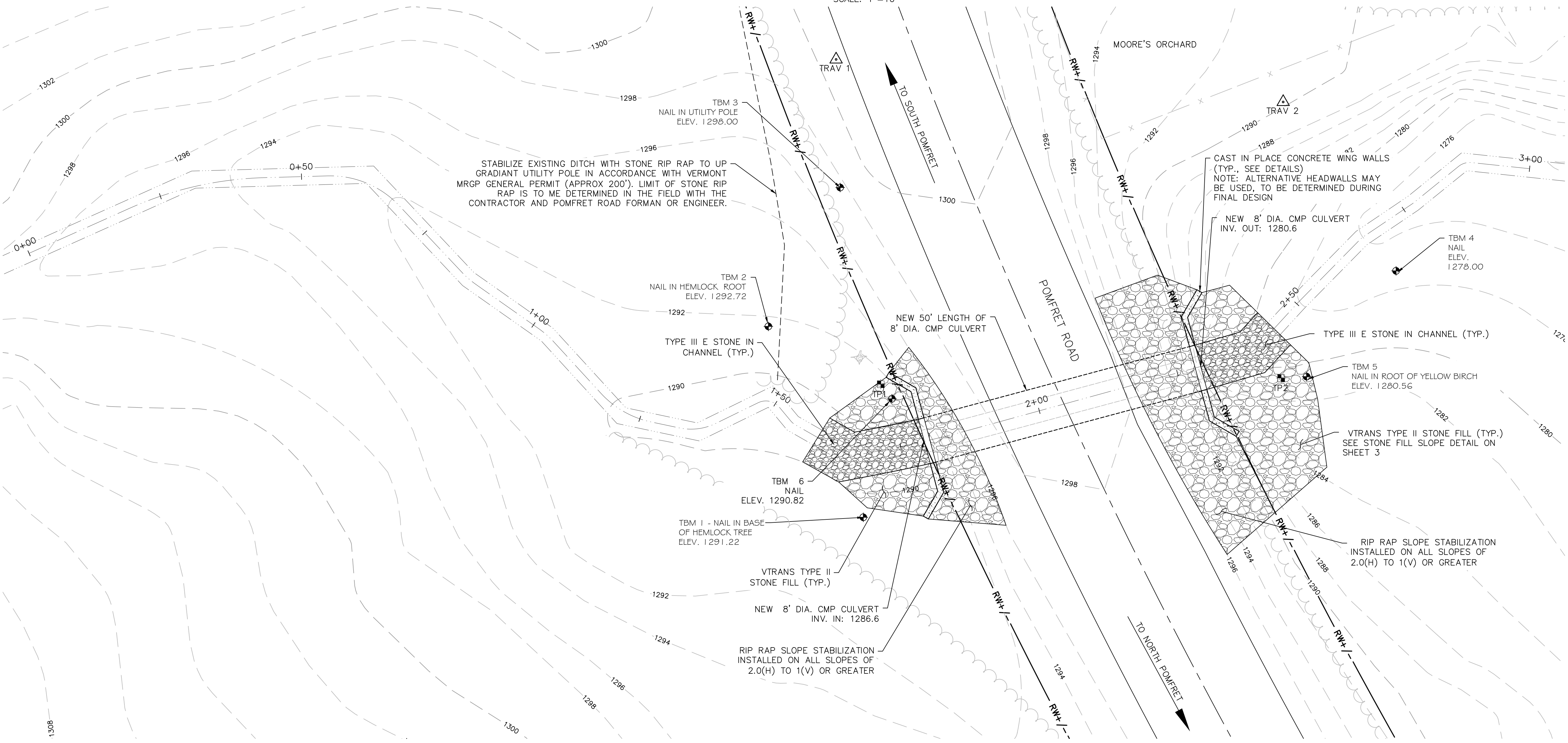


NO.	DATE	REVISION	BY

SHEET TITLE: EXISTING CONDITIONS PLAN		PROJECT NO.: 20-24
PROJECT: POMFRET ROAD CULVERT REPLACEMENT		SCALE: NOTED
DRAWN BY: AJA		DATE: 12/17/2020
CHECKED BY: JCH		DRAWING NO.:
HARRINGTON CIVIL ENGINEERS, INC. PLANNING - PERMITTING - ENVIRONMENTAL DESIGN - CONSTRUCTION ASSISTANCE NORTH POMFRET, VT 05053 (802) 457-1299		1 of 4

**PRELIMINARY PLANS
FOR REVIEW ONLY, NOT
FOR CONSTRUCTION**

SITE PLAN
SCALE: 1"=10'

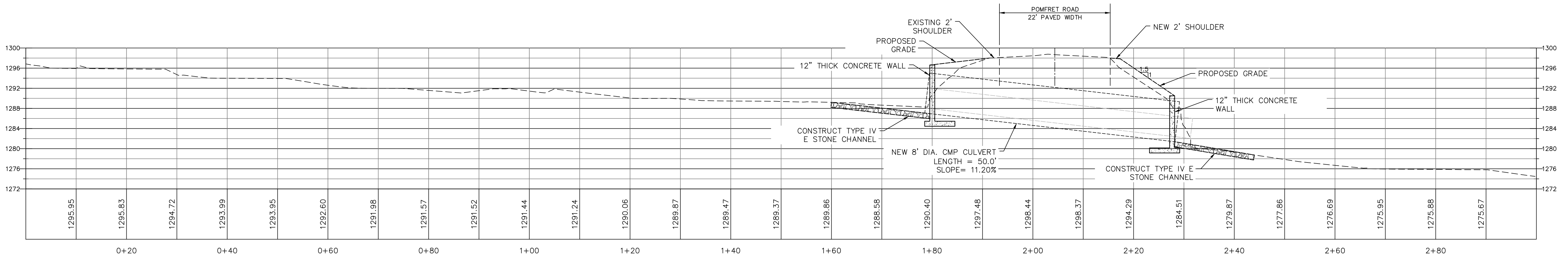


LEGEND

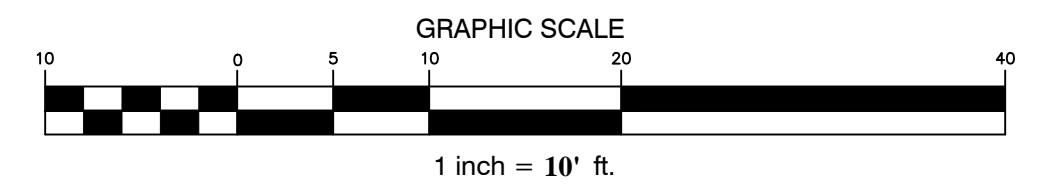
- RW+/- APPROXIMATE RIGHT OF WAY
- 1388 EXISTING MINOR CONTOUR
- 1400 EXISTING MAJOR CONTOUR
- TREELINE
- CENTERLINE OF STREAM
- EDGE OF STREAM
- EDGE OF PAVEMENT
- FENCE
- CENTER LINE OF ROAD
- CENTER LINE OF DITCH
- TRAVERSE
- TEMPORARY BENCHMARK
- TEST PIT LOCATION
- TREE
- UTILITY POLE
- TREE STUMP

GENERAL NOTES

1. CULVERT SIZING:
- EXISTING CULVERT IS 48" DIA. CMP
- PER HYDRAULIC STUDY PROVIDED BY SCOTT JENSEN, PE, VERMONT RIVER MANAGEMENT ENGINEER, USE 8' DIAMETER CULVERT.
2. HEADWALL/WINGWALL FOOTINGS SIZES SHOWN ARE PRELIMINARY, FINAL SIZING HAS NOT BEEN PERFORMED.



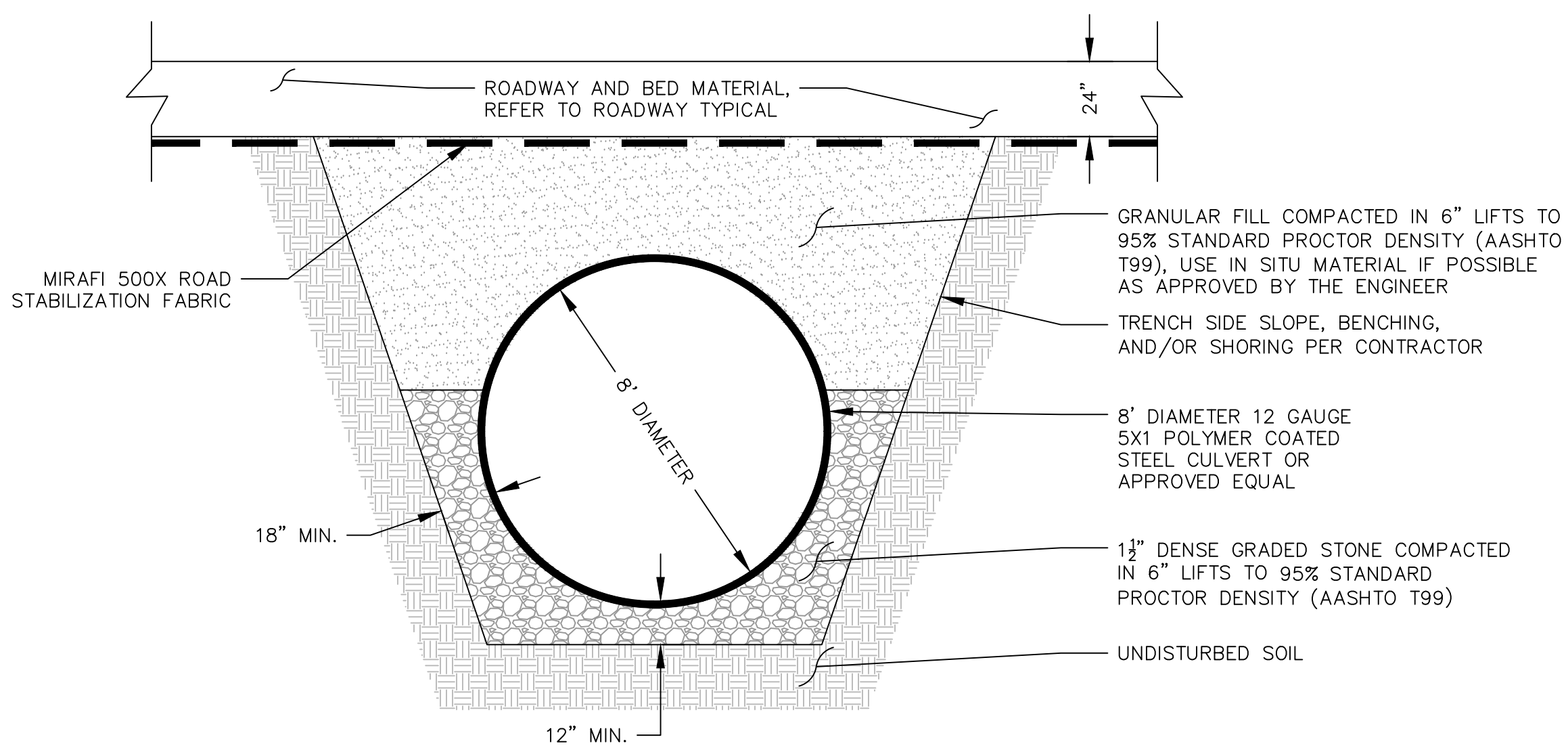
STREAM CENTER LINE PROFILE
SCALE: 1"=10'



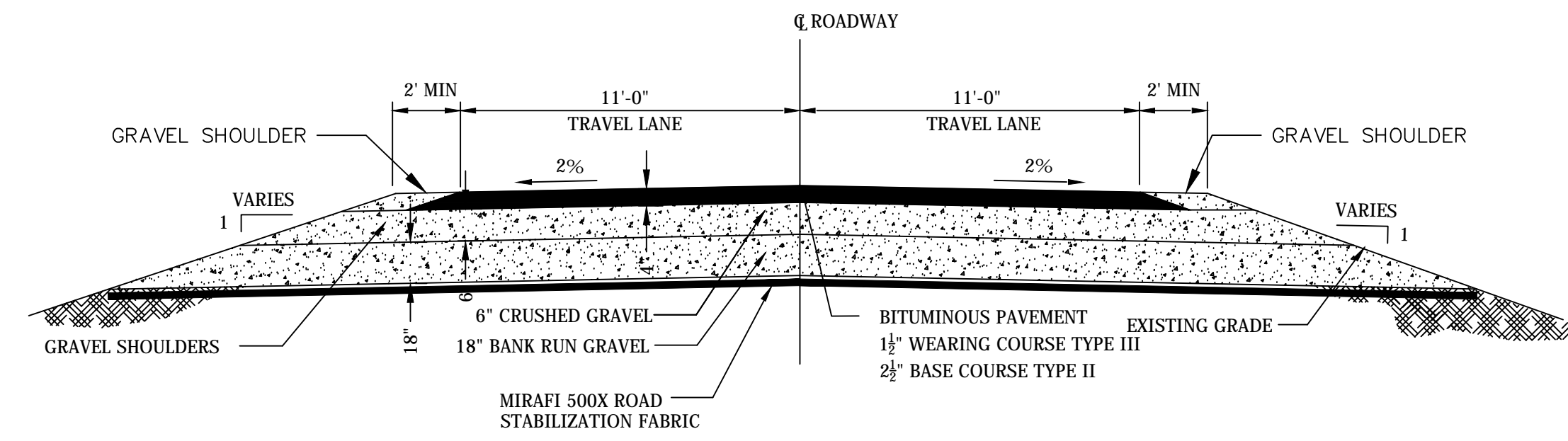
NO.	DATE	REVISION	BY

SHEET TITLE: PROPOSED CULVERT REPLACEMENT PLAN AND NOTES		PROJECT NO.: 20-24
PROJECT: POMFRET ROAD CULVERT REPLACEMENT POMFRET, VERMONT		SCALE: NOTED
HARRINGTON CIVIL ENGINEERS, INC. PLANNING - PERMITTING - ENVIRONMENTAL DESIGN - CONSTRUCTION ASSISTANCE NORTH POMFRET, VT 05053 (802) 457-1299		DATE: 12/17/2020
DRAWN BY: AJA		CHECKED BY: JCH
DRAWING NO.:		2 of 4

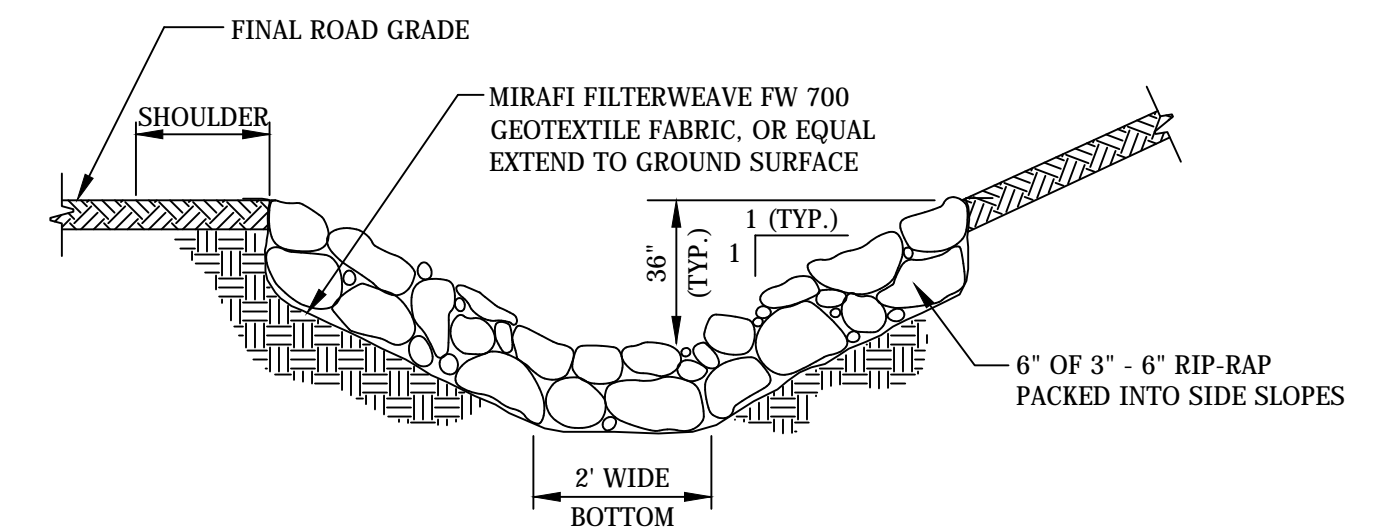
**PRELIMINARY PLANS
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FOR CONSTRUCTION**



CULVERT TRENCH DETAIL
NOT TO SCALE



TYPICAL ROAD SECTION DETAIL
NOT TO SCALE



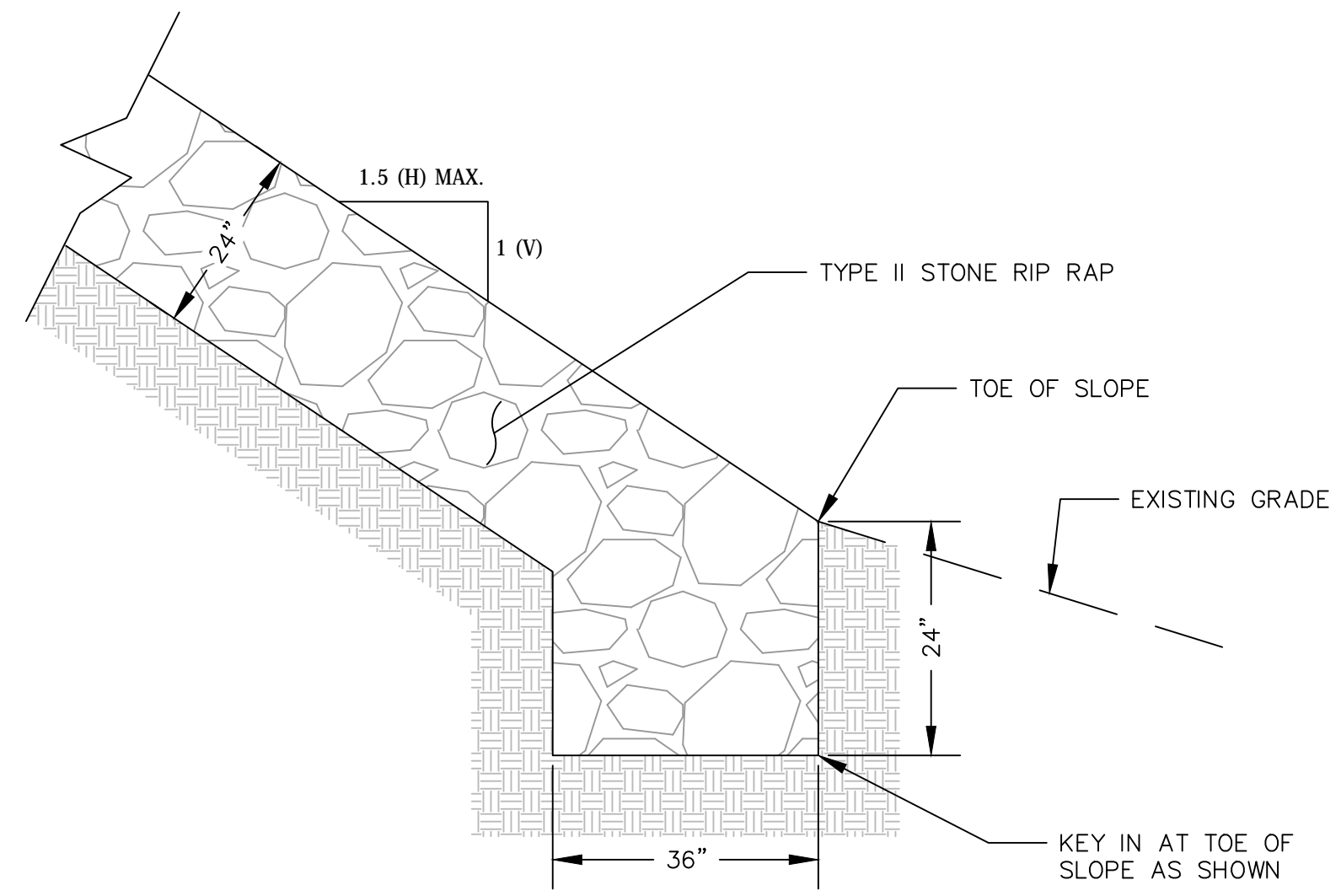
TYPICAL STONE LINED DITCH DETAIL
NOT TO SCALE

NOTES

- GRAVEL SUBBASE: USE GRAVELS THAT ARE IN ACCORDANCE WITH VTRANS SPECIFICATIONS. PLACE AND COMPACT TO 95% STANDARD PROCTOR.
- PLACEMENT: PLACE AND COMPACT 2 1/2" BASE COURSE TYPE II AND 1 1/2" WEARING COURSE TYPE III IN ACCORDANCE WITH VTRANS SPECIFICATIONS. TACK COAT SHALL BE APPLIED BETWEEN ALL LAYERS OF PAVEMENT AT A N APPLICATION RATE OF 0.06 GAL/SY.
- LEVEL AND COMPACT GRAVEL SHOULDERS ON BOTH SIDES OF THE ROADWAY.

GENERAL CONSTRUCTION NOTES

- CONTACT ENGINEER PRIOR TO CONSTRUCTION TO STAKE OUT, ESTABLISH ELEVATIONS, DISCUSS CONSTRUCTION MATERIALS AND PROCEDURES, AND ARRANGE FOR PERIODIC INSPECTIONS.
- PERFORM ALL WORK IN THE STREAM PRIOR TO THE FIRST OF OCTOBER.
- CONSULT WITH VERMONT STREAM CROSSING ENGINEER FOR PERMISSION TO CONSTRUCT BEFORE JUNE 1 OR AFTER OCTOBER 1 AND FOR ALL METHODS OF STREAM FLOWAGE CONTROL DURING CONSTRUCTION.
- ALL CONSTRUCTION AND CONSTRUCTION MATERIALS USED TO BE IN ACCORDANCE WITH VTRANS STANDARDS. THE CONTRACTOR SHALL SUBMIT ALL PROPOSED MATERIAL SPECIFICATIONS TO ENGINEER FOR REVIEW APPROVAL PRIOR TO CONSTRUCTION.
- PIPE CULVERT NOTES:
 - PIPE CULVERT SHALL BE AS PER CONTEC. 12 GA 5 X 1 POLYMER COATED CORRUGATED STEEL PIPE OR APPROVED EQUAL. SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.
 - INSTALLATION OF CULVERT TO BE PERFORMED IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS.
 - FOUNDATION SHALL BE PREPARED IN ACCORDANCE WITH PLANS. NOTIFY ENGINEER FOR INSPECTION OF FOUNDATION PRIOR TO PLACING THE 8 FOOT CULVERT.
- HEADWALL AND WINGWALL NOTES: HEADWALLS AND WINGWALLS MAY EITHER BE PRECAST OR CAST IN PLACE. SUBMIT SHOP DRAWINGS TO ENGINEER FOR REVIEW AND APPROVAL OF EITHER. MINIMUM REQUIREMENTS FOR EITHER OPTION ARE AS FOLLOWS:
 - ALL CEMENT USED SHALL CONFORM TO AASHTO M85.
 - ALL CONCRETE TO BE 5,000 PSI HIGH PERFORMANCE CLASS AA, 28 DAY COMPRESSIVE STRENGTH = 5,000 PSI. MAXIMUM AGGREGATE SIZE TO BE ONE INCH (1"). WATER TO CEMENT RATIO 0.49.
 - ALL CONCRETE SHALL BE WET CURED FOR MINIMUM OF 7 DAYS PRIOR TO ANY LOADING. ALLOW 7 DAYS PRIOR TO BACK FILLING.
 - ALL STEEL REINFORCING SHALL CONFORM TO GRADE 60, ASTM A615M, 60,000 PSI MINIMUM TENSILE STRENGTH. CONCRETE COVER SHALL BE 3".
 - SHOULD LEDGE BE ENCOUNTERED UNDER HEAD WALL OR WINGWALL FOOTING, DRILL AND PLACE DOWELS, 12" INTO LEDGE, 2" ABOVE, AT 12" O.C.
 - REBAR EQUIVALENT TO THAT SUPPLIED BY BARKER STEEL 1-508-413-0074. SHOP DRAWINGS TO BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.
- ALL MATERIALS AND WORKMANSHIP TO BE ACCOMPLISHED IN ACCORDANCE WITH VTRANS SPECIFICATIONS.
- POMFRET ROAD CAN BE CLOSED TO TRAFFIC ANY WEEKDAY FROM 7 AM UNTIL 5 PM BUT OPEN TO TRAFFIC OTHERWISE. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN WITH EXACT DATES TO THE TOWN ROAD FOREMAN AND ENGINEER FOR APPROVAL AT LEAST ONE WEEK PRIOR TO ANY PLANNED DETOUR OR ROAD CLOSURE.



STONE FILL SLOPE DETAIL
NOT TO SCALE

EROSION CONTROL AND DEWATERING NOTES

- FOLLOW VERMONT HANDBOOK FOR EROSION CONTROL TO PREVENT SILTATION FROM ENTERING STREAM. ALSO REFER TO EROSION CONTROL DETAILS AND NOTES ON SHEET 4.
- STREAM DIVERSION NOTES:
 - PERFORM ALL WORK DURING LOW FLOW CONDITIONS WITH NO FORECASTED RAIN.
 - PLAN ON ADEQUATE MANPOWER AND RESOURCES TO PERFORM ALL IN STREAM WORK AS EFFICIENTLY AND QUICKLY AS POSSIBLE.
 - SUBMIT A DETAILED PLAN FOR DIVERTING STREAM TO ENGINEER FOR APPROVAL PRIOR TO ANY CONSTRUCTION. THE SUGGESTED METHOD FOR STREAM DIVERSION GIVEN THE SITE IS SAND BAG UPSTREAM AND PUMP CLEAN WATER TO A STABILIZED DISCHARGE ACROSS THE ROAD AND DOWNSTREAM OF THE WORK LIMITS. A BACK UP PUMP SHALL BE AVAILABLE ON SITE IN CASE THE PRIMARY PUMP FAILS DURING CONSTRUCTION.
- DEWATERING NOTES:
 - GROUND WATER ENCOUNTERED WITHIN THE WORK LIMITS SHALL BE PUMPED AND TREATED IN A PROPERLY SIZED CONTAINMENT AREA AND FILTERED VIA LEVEL SPREADER AND SHEET PILE WALL OVER VEGETATED TERRAIN PRIOR TO RETURNING TO THE RECEIVING WATER.
 - SUBMIT A DETAILED DEWATERING PLAN TO ENGINEER FOR APPROVAL PRIOR TO ANY CONSTRUCTION.

STABILIZE ALL DISTURBED AREAS WITH HAY MULCH ON A DAILY BASIS AND PRIOR TO ANY FORECASTED RAIN EVENT.

- PROVIDE SILTATION FENCE AT BOTTOM OF ALL DISTURBED SLOPES. SEED AND MULCH ALL DISTURBED AREAS

**PRELIMINARY PLANS
FOR REVIEW ONLY, NOT
FOR CONSTRUCTION**

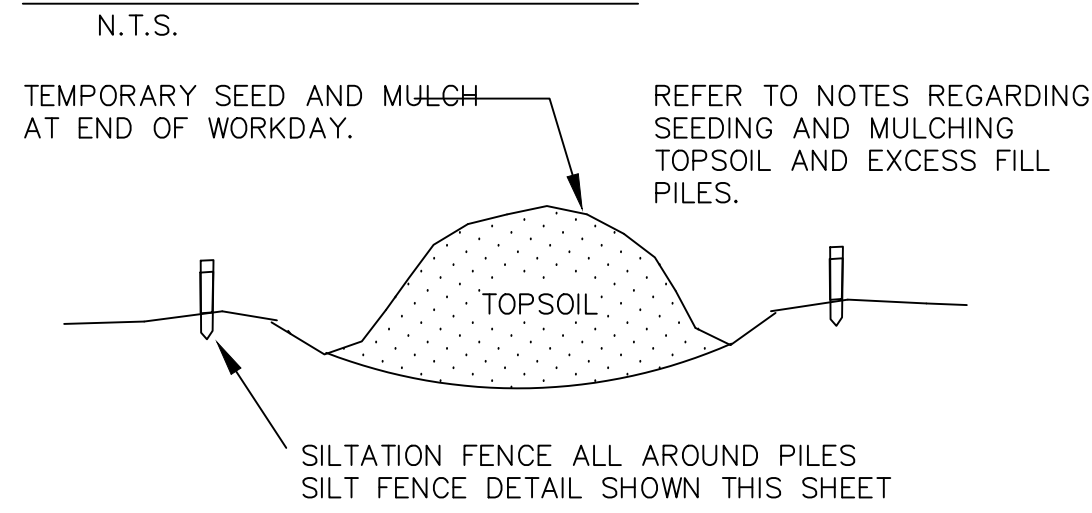
NO.	DATE	REVISION	BY
SHEET TITLE:			PROJECT NO.: 20-24
CONSTRUCTION DETAILS AND NOTES			SCALE: NOTED
PROJECT:			DATE: 12/17/2020
POMFRET, VERMONT			DRAWN BY: AJA
HARRINGTON CIVIL ENGINEERS, INC.			CHECKED BY: JCH
PLANNING - PERMITTING - ENVIRONMENTAL DESIGN - CONSTRUCTION ASSISTANCE			DRAWING NO.:
NORTH POMFRET, VT 05053			3 of 4
(802) 457-1299			

EROSION CONTROL NOTES (CONTRACTOR PLEASE READ CAREFULLY)

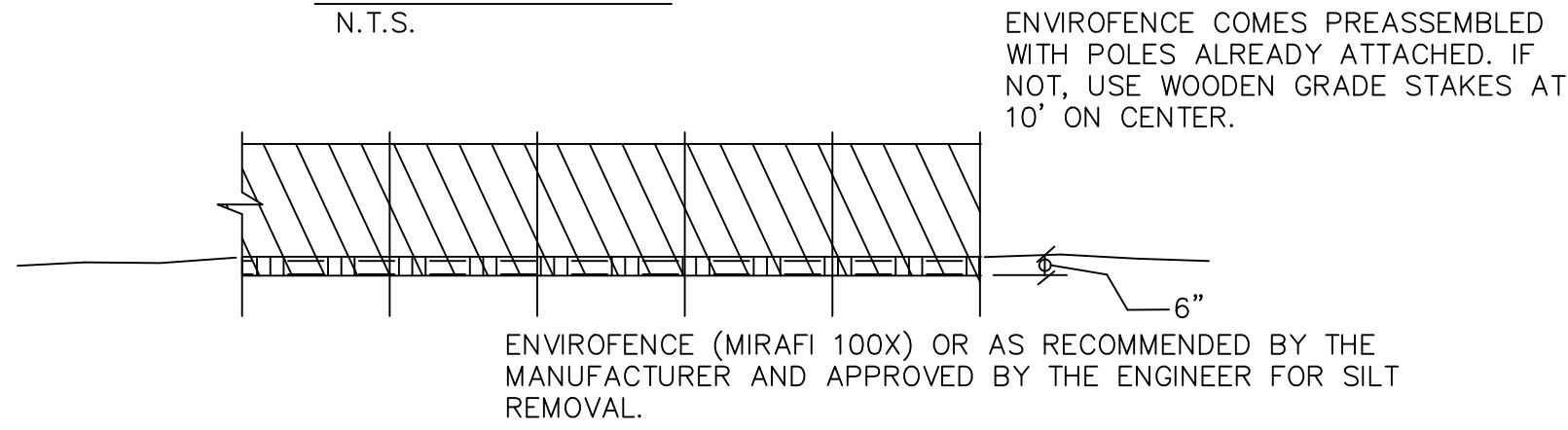
- LIMITS OF SOIL DISTURBANCE ARE SHOWN ON THE GRADING PLAN AS BEING THE AREA WHERE THE FINAL CONTOURS MEET THE EXISTING CONTOURS. IN ALL CASES WE HAVE LEFT A BUFFER BETWEEN THE TOP OF THE STREAMBANKS AND THE LIMITS OF DISTURBANCE.
- LOCATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES: REFER TO THE PLAN PLUS THE TYPICAL DETAILS OF EROSION CONTROL MEASURES FOR EXACT LOCATION. THE CONTRACTOR AND ENGINEER SHALL GO OVER EROSION CONTROL LOCATIONS BEFORE AND DURING CONSTRUCTION TO MAKE SURE THEY ARE PLACED EXACTLY IN THE ADEQUATE LOCATION TO MAXIMIZE THE INTENT OF PREVENTING EROSION AND SEDIMENTATION.
- AREAS TO BE SEEDED AND MULCHED SHALL INCLUDE ALL AREAS OF EARTH DISTURBANCE AND SHALL COINCIDE WITH ITEM #1 ABOVE WHICH ADDRESSES LIMITS OF SOIL DISTURBANCE. STOCKPILES OF SOIL SHALL ALSO BE MULCHED, AND IF THEY ARE TO REMAIN FOR MORE THAN ONE MONTH, SHALL BE SEEDED AS WELL. REFER TO SEEDING AND MULCHING SPECIFICATIONS FOR SCHEDULE, MATERIALS SPECIFICATIONS, AND METHODS OF SEEDING AND MULCHING IN SUMMER, AND DURING WINTER MONTHS. THE SAME SPECIFICATIONS AND DETAILS APPLY TO "EXCESS TEMPORARY FILL STOCKPILES" AS TO "TOPSOIL STOCKPILES."
- CONSTRUCTION IN AND AROUND THIS STREAM SHOULD BE DONE WHEN THE STREAM IS DRY IF POSSIBLE. IF THIS IS NOT POSSIBLE, THE STREAM SHALL BE DIVERTED DURING DISTURBANCE IN AND AROUND THE STREAM AND PUMPED INTO TEMPORARY SEDIMENTATION BASIN AS NECESSARY. CARE MUST BE TAKEN TO DISPERSE ALL WATERS COLLECTED ON SITE THROUGH BOTH TEMPORARY AND PERMANENT STORMWATER SEDIMENTATION/SETTLING BASINS. DIFFUSE AND DISPERSE WATERS LEAVING THESE PONDS BY MEANS OF LEVEL SPREADERS AS SHOWN ON THE PLANS. THIS STORMWATER IS TO BE DISPERSED OVER THE NATURAL HEAVILY VEGETATED TERRAIN THAT EXISTS OUTSIDE THE IMMEDIATE CONSTRUCTION AREA. CARE SHALL BE TAKEN SO THAT NO MUDDY WATER LEAVES THE SITE.
- EROSION MATTING SHALL BE USED ON ALL EARTH SLOPES GREATER THAN 1 ON 3 SLOPE.
- THE CONTRACTOR SHALL NOT RELY ON SILT FENCE RUNNING ACROSS CONTOURS (UP AND DOWN SLOPE) OR IN AREAS OF CONCENTRATED FLOW TO PREVENT SILTATION FROM LEAVING THE SITE OR CONTROL EROSION. SILT FENCE MAY ONLY BE USED IN AREAS RUNNING WITH THE CONTOUR (AT SAME ELEVATION) AND WHERE SHEET FLOW MIGHT OCCUR SUCH AS ALONG BASE OF SLOPE ON FILL SECTION. STONE CHECK DAMS, STONE LINED DITCHES AND SEDIMENTATION PONDS, COUPLED WITH PERIMETER AND INTERCEPTOR SWALES SHALL BE USED TO COLLECT, TREAT AND DISPERSE ANY STORMWATER ON SITE.
- THE ENGINEER SHALL INSPECT THE SITE AT LEAST ONCE PER WEEK WITH THE CONTRACTOR PRESENT. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSPECTED AND NOTED IN A REPORT PROVIDED BY THE ENGINEER, ITEMIZING EACH MEASURE AND COMMENTING ON EACH REGARDING SUITABILITY OR NEED FOR REPAIR. THE ENGINEER SHALL PROVIDE THE REPORT WITH THIS CHECKLIST PLUS COMMENTS AND DEFICIENCIES THAT NEED ATTENTION TO THE FOLLOWING PARTIES:
 - WATER QUALITY DIVISION
 - ON-SITE COORDINATOR
 - CONTRACTOR

ANY DEFICIENCIES SHALL BE IMMEDIATELY CORRECTED BY THE CONTRACTOR AND REINSPECTED THE FOLLOWING WEEK.
- THE ON-SITE COORDINATOR IS NOT KNOWN AT PRESENT. THE ON-SITE ENGINEER WILL BE JON HARRINGTON (802) 457-1299.
- CONSTRUCTION ENTRANCES ARE NOT ANTICIPATED AT THIS TIME.
- THE MAIN STRATEGY OF THIS EROSION PLAN IS TO: A) MINIMIZE ALL STORMWATER RUNNING THROUGH DISTURBED CONSTRUCTION AREAS; AND B) TREAT ALL OTHER RUNOFF THAT EITHER FALLS ON OR PASSES OVER DISTURBED EARTH THEREBY COLLECTING SILT. THE PLAN WILL BE EFFECTIVE IN PROTECTING ADJACENT STREAMS. TREAT ALL OTHER SEDIMENTED STORMWATER ON SITE, AND DIFFUSE AND DISPERSE WATER INTO NATURALLY VEGETATED AREAS AS IT LEAVES THE SITE, THEREBY ALLOWING IT TO BECOME FURTHER TREATED BY NATURAL MEANS.

TOPSOIL STOCKPILE (SAME FOR ALL EXCESS FILL PILES)

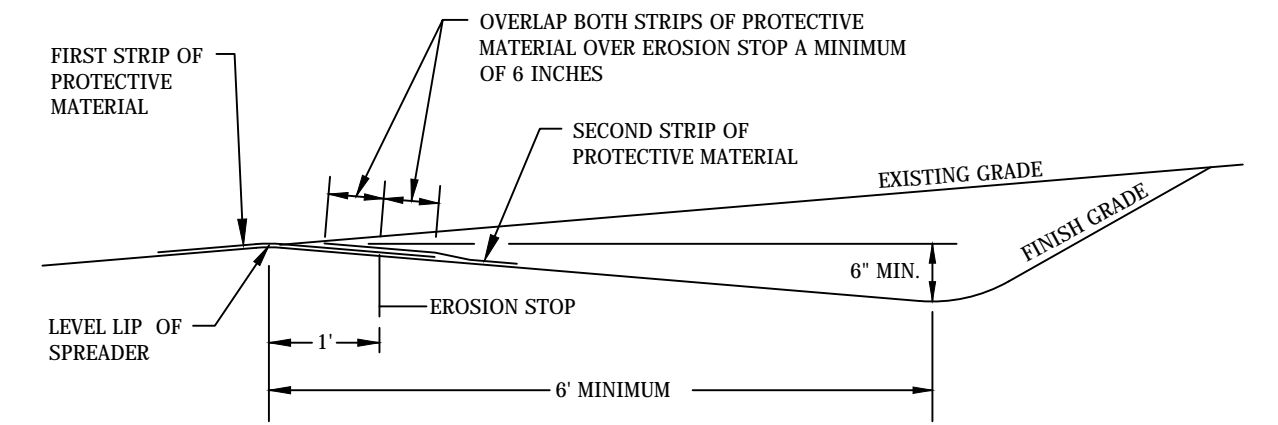


SILT FENCE



LEVEL LIP SPREADER INSTALLATION

- CONSTRUCT THE LEVEL SPREADER LIP ON A ZERO PERCENT GRADE TO INSURE UNIFORM SPREADING OF RUNOFF.
- LEVEL SPREADER SHALL BE CONSTRUCTED ON UNDISTURBED SOIL AND NOT ON FILL.
- AN EROSION STOP SHALL BE PLACED VERTICALLY A MINIMUM OF SIX INCHES DEEP IN A SLIT TRENCH ONE FOOT BACK OF THE LEVEL LIP AND PARALLEL TO THE LIP. THE EROSION STOP SHALL EXTEND THE ENTIRE LENGTH OF THE LEVEL LIP.
- THE ENTIRE LEVEL LIP AREA SHALL BE PROTECTED BY PLACING TWO STRIPS OF JUTE OR EXCELSIOR MATTING ALONG THE LIP. EACH STRIP SHALL OVERLAP THE EROSION STOP BY AT LEAST SIX INCHES.
- THE ENTRANCE CHANNEL TO THE LEVEL SPREADER SHALL NOT EXCEED A 1 PERCENT GRADE FOR AT LEAST 50 FEET BEFORE ENTERING INTO THE SPREADER.
- THE FLOW FROM THE LEVEL SPREADER SHALL OUTLET ONTO STABILIZED AREAS. WATER SHOULD NOT RE-CONCENTRATE IMMEDIATELY BELOW THE SPREADER.
- PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PERFORMED.
- PROTECTIVE MATERIAL AND EROSION STOP SHALL BE NORTH AMERICAN GREEN C125 EROSION CONTROL BLANKET OR APPROVED EQUAL.



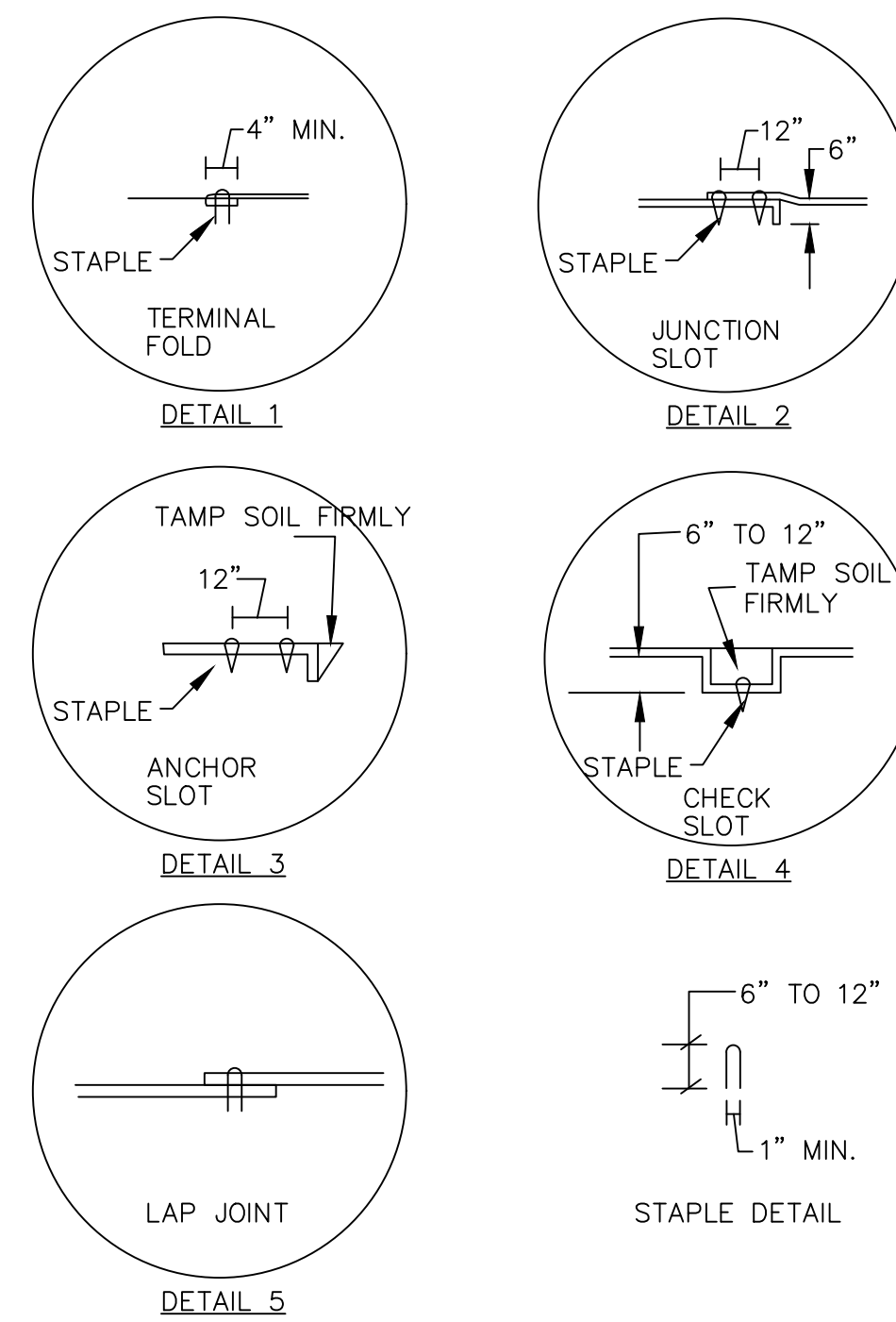
LEVEL SPREADER DETAIL

NO SCALE
SOURCE: ROCKINGHAM COUNTY CONSERVATION SERVICE

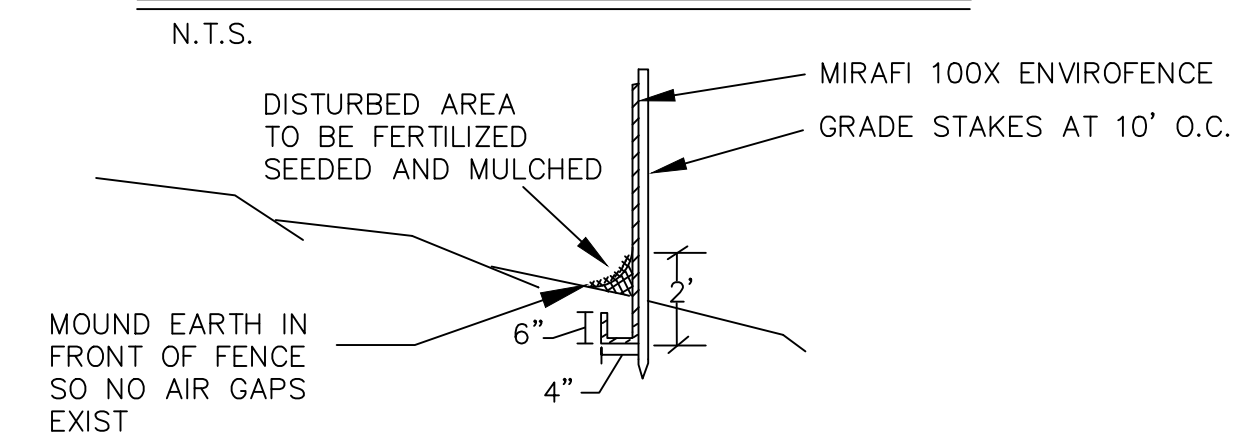
CONSTRUCTION TIME TABLE, SEQUENCE, AND DETAILS

- THE POMFRET ROAD CULVERT REPLACEMENT WILL BE CONSTRUCTED IN ONE PHASE AND AS EXPEDITIOUSLY AS POSSIBLE. PRIOR TO ANY CONSTRUCTION OR ANY CLEARING THE ENGINEER AND CONTRACTOR SHALL MEET AND STAKE OUT THE LIMITS OF DISTURBANCE OF CONSTRUCTION TO ENSURE THAT DISTURBANCE WILL BE KEPT WITHIN THESE LIMITS. THE CONTRACTOR WILL INSTALL ORANGE SNOW FENCE ALONG ALL LIMITS OF DISTURBANCE WHICH HAS BEEN INDICATED ON THE PLAN. THE ORANGE SNOW FENCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION IN ORDER TO PROTECT AREAS OUTSIDE THE LIMITS OF DISTURBANCE FROM CONSTRUCTION VEHICLES AND ENTRANCE BY CONSTRUCTION EQUIPMENT AND PERSONNEL. THE CONTRACTOR AND ENGINEER WILL DISCUSS ANY ADDITIONAL LOCATIONS OF SNOW FENCE, PLUS LOCATIONS OF SILTATION FENCE THAT MAY BE REQUIRED, PRIOR TO THE REMOVAL OF STUMPS AND GRUBBING OF THE SITE. ADDITIONALLY, ANY MULCHING REQUIREMENTS OR OTHER MEASURES WILL BE DISCUSSED AT THIS TIME. STUMPS WILL BE TRUCKED FROM THE SITE, TO AN APPROVED STUMP DUMP. IT IS ANTICIPATED THAT MOST OF THE TREES WITHIN THE LIMITS OF DISTURBANCE WILL BE CUT. IF THERE ARE ANY TREES THAT ARE DETERMINED TO BE SAVED, ROOT BUFFERS SHALL BE MARKED OUT WITH ORANGE SNOW FENCE TO A DIAMETER OF TWO TIMES THE CROWN DIAMETER FOR THE TREE, AND NO DISTURBANCE SHALL OCCUR WITHIN THIS ROOT BUFFER.
- AFTER THE CLEARING AND GRUBBING OPERATIONS, THE CONTRACTOR AND ENGINEER WILL MEET ON THE SITE TO STAKE OUT EXACT LOCATIONS FOR CUTS AND FILLS. AT THIS TIME, THE CONTRACTOR AND ENGINEER SHALL STAKEOUT ALL EROSION CONTROL MEASURES PRIOR TO ANY EARTH DISTURBANCE. THIS WILL INCLUDE PERIMETER AND INTERCEPTOR DITCHES, SEDIMENTATION PONDS AND STONE CHECK DAMS AS NEEDED.
- EXCESS MATERIALS FROM GRADING THE ACCESS ROAD WILL BE HAULED AWAY TO LOCATIONS DIRECTED BY THE TOWN OF POMFRET OR USED ON SITE IN THE RIGHT OF WAY IF APPROVED BY THE TOWN OF POMFRET. CONTACT THE TOWN ROAD FOREMAN AT 802-457-2767.
- THE CONTRACTOR SHALL CONSTRUCT ANY NECESSARY ACCESS ROADS INTO THE SITE AND PREPARE STAGING AREAS PRIOR TO ANY EARTHWORK CONSTRUCTION.
- THE CONTRACTOR SHALL FOLLOW PROCEDURES OUTLINED IN THESE PLANS IN ORDER TO MINIMIZE IMPACTS OF GROUND AND SURFACE WATER, AND TO PREVENT SEDIMENTATION FROM LEAVING THE SITE DURING CONSTRUCTION.
- STAGING AREAS FOR CONSTRUCTION EQUIPMENT SHALL BE AS SHOWN ON THIS PLAN. THESE STAGING AREAS SHALL NOT CONTAIN ANY HAZARDOUS MATERIALS OR BE USED FOR STORAGE OF FUELS. THE STAGING AREAS SHALL BE LINED WITH ORANGE SNOW FENCE, AND PROTECTED WITH ADEQUATE EROSION CONTROL MEASURES.
- ALL EARTHWORK SHALL TAKE PLACE BETWEEN MAY 1ST AND OCTOBER 15TH. ANY EARTHWORK OUTSIDE THIS TIME FRAME SHALL BE REVIEWED AND APPROVED ONLY AS AN AMENDMENT TO THESE PLANS. ANY WINTER EROSION CONTROL MEASURES BETWEEN OCTOBER 15TH AND MAY 1ST SHALL NOT BE PERFORMED UNTIL SPECIFIC APPROVAL IS OBTAINED FOR WINTER CONSTRUCTION.
- ALSO SEE RECOMMENDED CONSTRUCTION SEQUENCE NOTES THIS SHEET.

EROSION MATTING ANCHORING DETAIL



SILT FENCE CROSS SECTION



NOTE: AFTER ALL CONSTRUCTION ENDS, RESTORE GROUND TO ORIGINAL CONDITION THEN FERTILIZE SEED AND MULCH

CONTRACTOR SHALL INSTALL SILT FENCE AS FOLLOWS:

- DIG A TRENCH SIX INCHES DEEP ACROSS THE SLOPE.
- UNROLL SILT FENCE ALONG THE TRENCH.
- ENSURE STAKES ARE ON THE DOWNHILL SIDE OF THE FENCE.
- JOIN FENCING BY ROLLING THE END OF THE STAKES TOGETHER.
- DRIVE STAKES IN AGAINST THE DOWNHILL SIDE OF TRENCH.
- PUSH FABRIC INTO TRENCH; SPREAD ALONG BOTTOM.
- FILL TRENCH WITH SOIL AND PACK DOWN.

MAINTENANCE FOR SILT FENCE

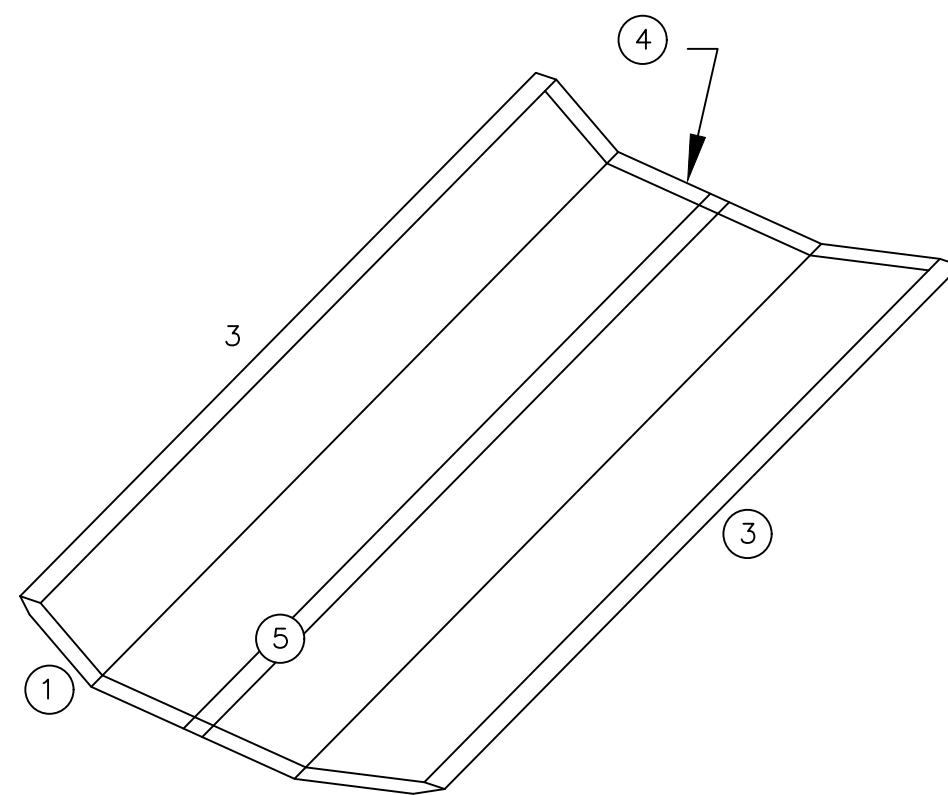
- REMOVE ACCUMULATED SEDIMENT BEFORE IT IS HALFWAY UP THE SILT FENCE.
- ENSURE THAT THE SILT FENCE IS TRENCHED IN GROUND AND THERE ARE NO GAPS.
- REPLACE ANY BROKEN STAKES WITH NEW AS NECESSARY.

CONSTRUCTION SEQUENCE

- CUT AND CLEAR TREES WITHIN THE CLEARING LIMITS.
- INSTALL SEDIMENT FENCES, ROCK CHECK DAMS, AND OTHER APPROPRIATE EROSION CONTROL MEASURES AT LOCATIONS SHOWN ON THE PLANS AND AS NEEDED.
- GRUB SITE WITHIN GRADING LIMITS.
- STRIP AND STOCKPILE TOPSOIL AND INSTALL EROSION CONTROL MEASURES.
- INSTALL/ADJUST SEDIMENT FENCE, CHECK DAMS, AND HAY BALES, AS REQUIRED.
- PROCEED WITH WORK, LIMITING THE DURATION OF DISTURBANCE. THE MAXIMUM OF UNCOVERED DISTURBED EARTH AT ANY ONE TIME IS FIVE ACRES. THE MAXIMUM LENGTH OF TIME THAT DISTURBED EARTH MAY BE LEFT UNSTABILIZED IS 45 DAYS.
- BEGIN SEEDING AND MULCHING IMMEDIATELY AFTER GRADING. ALL DISTURBED AREAS SHALL BE STABILIZED WITH APPROVED METHODS WITHIN 72 HOURS OF ACHIEVING FINISHED GRADE.

AN AREA SHALL BE CONSIDERED STABLE IF ONE OF THE FOLLOWING HAS OCCURRED:

 - BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE PAVED;
 - A MINIMUM OF 85% VEGETATED GROWTH HAS BEEN ESTABLISHED;
 - A MINIMUM OF 3" OF NON-EROSIVE MATERIAL SUCH AS STONE OR RIP RAP HAS BEEN INSTALLED; OR
 - EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED.
- INSPECT ALL EROSION CONTROL MEASURES ON A DAILY BASIS AND AFTER EVERY 0.5 INCHES OF PRECIPITATION. MAINTAIN SEDIMENT FENCE, SEDIMENT TRAPS, HAY BALES, ETC., AS NECESSARY.
- PAVE ROADWAYS AND/OR PARKING AREAS.
- PLACE TOPSOIL, SEED AND MULCH.
- COMPLETE ALL REMAINING PERMANENT EROSION CONTROL STRUCTURES.
- MONITOR THE SITE AND MAINTAIN STRUCTURES AS NEEDED UNTIL FULL VEGETATION IS ESTABLISHED.



**PRELIMINARY PLANS
FOR REVIEW ONLY, NOT
FOR CONSTRUCTION**

NO.	DATE	REVISION	BY
SHEET TITLE: TEMPORARY EROSION CONTROL PLAN AND CONSTRUCTION NOTES			PROJECT NO.: 20-24 SCALE: NOTED
PROJECT: POMFRET ROAD CULVERT REPLACEMENT POMFRET, VERMONT			DATE: 12/17/2020 DRAWN BY: AJA CHECKED BY: JCH
HARRINGTON CIVIL ENGINEERS, INC. PLANNING - PERMITTING - ENVIRONMENTAL DESIGN - CONSTRUCTION ASSISTANCE NORTH POMFRET, VT 05053 (802) 457-1299			DRAWING NO.: 4 of 4

**Pomfret FY23 Structures Grant Application
Severely rusted culvert on Pomfret Road**



**Certification of Compliance
for
Town Road and Bridge Standards
and
Network Inventory**

We, the Legislative Body of the Municipality of _____ certify that we have reviewed, understand and comply with the Town Road and Bridge Standards / Public Works Specifications and Standards passed and adopted by the Selectboard / City Council / Village Board of Trustees on _____, 20____.

We further certify that our adopted standards do do not meet or exceed the minimum requirements included in the June 5, 2019 State-approved template.

We further certify that we do do not have an up-to-date highway network inventory which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1, 2, and 3 town highways, and estimated cost of repair.

_____ Date: _____

(Duly Authorized Administrator)

For a summary of your community’s road and bridge information please visit: tinyurl.com/rdsinfo

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS
19 V.S.A. § 306(j)

TA-60

Town of **Pomfret** Fiscal Year **2025** Begin **7/1/24** End **6/30/25**

INCOME

DESCRIPTION	ESTIMATED
State Funds - 19 V.S.A. Section 306(a):	
Class 1 0.000	\$ 0.00
Class 2 14.650	\$ 72,019.56
Class 3 47.750	\$ 87,165.12
Town Tax Funds – 19 V.S.A. Section 307	\$ 761,216.00
Special Funds (e.g., bonds or earmarks):	
a. Highway Vehicle Reserve Funding	\$ 165,000.00
b. Paving and Bridge Reserve Funding	\$ 200,000.00
c. Municipal Standards Grant	\$ 24,000.00
TOTAL	\$ 1,309,401.00

EXPENSES

DESCRIPTION	ESTIMATED
Winter Maintenance	\$
Non-Winter Maintenance	\$
Major Construction Projects	
a. Pomfret Rd Structure	\$ 120,000.00
b.	\$
c.	\$
TOTAL	\$ 120,000.00

Comments:

This form shall be signed by the appropriate town officials and forwarded to the District Transportation Administrator.

ANNUAL FINANCIAL PLAN - TOWN HIGHWAYS

TA-60

19 V.S.A. § 306(j)
(page 2)

We, the Legislative Body of the Municipality of **Pomfret** _____ certify
that funds raised by municipal taxes are equivalent to or greater than a sum of at least **\$300.00**
per mile for each mile of Class 1, 2, and 3 Town Highway in the municipality. (19 V.S.A. 307)

_____ Date: _____

(Duly Authorized Representatives)

The submitted Town Plan meets the requirements of Title 19, Section 306(j).

_____ Date: _____

District Transportation Administrator



TOWN OF POMFRET, VERMONT

SELECTBOARD

Draft – February 19, 2024

RESOLUTION ADOPTING THE TOWN OF POMFRET 2023 LOCAL HAZARD MITIGATION PLAN (LHMP)

WHEREAS, like many towns across the State of Vermont, the Town of Pomfret historically has experienced severe weather events and other natural hazards and continues to be vulnerable to such hazards, which may cause property damage, economic loss, and present other threats to public health and safety;

WHEREAS, to prepare for and minimize the severity of these threats, the Town of Pomfret has developed a 2023 Local Hazard Mitigation Plan (the 2023 LHMP) in accordance with the requirements of 44 C.F.R. § 201.6;

WHEREAS, the Town of Pomfret has received conditional approval from the Federal Emergency Management Agency (FEMA) of its 2023 LHMP;

WHEREAS, the 2023 LHMP addresses hazard mitigation strategies and plan maintenance procedures for the Town of Pomfret;

WHEREAS, the 2023 LHMP recommends several hazard mitigation actions (projects) that will provide mitigation for specific natural hazards that impact the Town of Pomfret with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of the 2023 LHMP will make the Town of Pomfret eligible for funding to alleviate the impacts of future hazards.

NOW THEREFOR BE IT RESOLVED, the 2023 LHMP attached to these resolutions is adopted as the Local Hazard Mitigation Plan of the Town of Pomfret;

RESOLVED FURTHER, that the respective officials identified in the mitigation actions of the 2023 LHMP are hereby directed to pursue implementation of the recommended actions assigned to them;

RESOLVED FURTHER, that future revisions and plan maintenance required by 44 C.F.R. § 201.6 and FEMA are hereby adopted as part of this resolution for a period of five (5) years from the date hereof; and

RESOLVED FURTHER, that the Emergency Management Director identified in the 2023 LHMP be directed to report annually to the Selectboard on the process of the implementation of the recommended actions.

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

ADOPTED by the Selectboard this [] day of February, 2024.

John Peters Jr., Chair

Benjamin Brickner, Vice-Chair

Meg Emmons

Steve Chamberlin

Emily Grube

[Remainder of page intentionally blank. 2023 LHMP follows.]

**Town of Pomfret, Vermont
2023 Local Hazard Mitigation Plan**

[Attached.]

Town of Pomfret, Vermont
2023 Local Hazard Mitigation Plan

***Prepared by the Two Rivers-Ottawaquechee Regional Commission and
the Town of Pomfret***

Date of Town Adoption:

Date of Final Approval by FEMA:

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I. Introduction

Natural and human-caused hazards may affect a community at any time. They are not usually avoidable; however, their impact on human life and property can be reduced through community planning.

Accordingly, this Local Hazard Mitigation Plan (hereafter referred to simply as the Plan) seeks to provide an all-hazards mitigation strategy that will make the community of Pomfret more disaster resistant.

“Mitigation” is defined as any sustained action that reduces or eliminates long-term risk to people and property from natural and human-caused hazards and their effects. Previous Federal Emergency Management Agency (FEMA), State and Regional Project Impact efforts have demonstrated that it is less expensive to anticipate disasters than to repeatedly ignore a threat until the damage has already been done. While hazards cannot be eliminated entirely, it is possible to identify prospective hazards, anticipate which might be the most severe, and recognize local actions that can be taken ahead-of-time to reduce the damage. These actions, also known as ‘hazard mitigation strategies’ can (1) avert the hazards through redirecting impacts by means of a structure or land treatment, (2) adapt to the hazard by modifying structures or standards or, (3) avoid the hazard through improved public education, relocation/removal of buildings in the flood zone, or ensuring development is disaster resistant.

II. Purpose of the Plan

The purpose of this Plan is to assist Pomfret in identifying all hazards facing the town, ranking them according to local vulnerabilities, and identifying strategies to reduce risks from priority hazards of highest concern. Implementation of this plan will make our community more resistant to harm and damages in the future and will reduce public costs.

The Town of Pomfret seeks to be in accordance with the strategies, goals, and objectives of the State Hazard Mitigation Plan.

The 2016 Pomfret Local Hazard Mitigation Plan was the first stand-alone mitigation plan drafted for the Town. Previously, the Town had a town-specific 2009 Annex in the Regional Pre-Disaster Mitigation Plan. This new Plan updates the 2016 plan, adding new information to make the plan stronger and more useful for those Pomfret Town officials and residents who will implement the hazard mitigation strategies in the future.

III. Community Profile

The Town of Pomfret, consisting of approximately 26,000 acres, is located in the foothills of the Green Mountains. Dominated by hilly wooded topography, headwaters drain into the White and Ottauquechee Rivers. Residents are primarily scattered along Pomfret and Stage Roads. The Appalachian Trail runs through the middle of town. In 2020, the population of Pomfret was 912.

The Town lies within the service area of Green Mountain Power (GMP), which supplies electrical power to all sections of town.

Pomfret currently has one volunteer fire department, the Pomfret-Teago Fire Department, Inc. The volunteer fire department has two stations, one located in North Pomfret and the other in South Pomfret. Pomfret's fire protection is enhanced through mutual aid agreements with neighboring towns. A long-range plan for fire protection was accepted at the 1995 Town Meeting and will continue to be implemented and supported by municipal funds annually, as well as by donations and grants.

The Pomfret FAST Squad is a group of volunteers with either First Responder or Emergency Medical Training who respond to medical emergencies in the Town. They are dispatched at the same time an ambulance is called but arrive sooner and administer first aid and stabilize the patient until the ambulance arrives. Their equipment is purchased with donated funds.

Ambulance service in Pomfret is provided by the Town of Woodstock which has two ambulances and full-time dispatch service. The Town pays an annual assessment to have this service available, and the patients are charged for actual usage. Unpaid bills are charged to the Town.

The Selectboard can appoint First and Second Town Constables. The Town Constable handles violations of the dog ordinance and assists in other emergencies. If the citizens want a higher level of protection, options include hiring a sheriff to be available certain hours, having the Town Constable trained, certified and officially on call for emergencies, or sharing an "outpost" trooper with a neighboring town.

For several years, the Town has hired a Windsor County Sheriff to patrol roads to enforce speed limits. Pomfret residents depend on the Vermont State Police in Bethel for police protection. The State Police outpost there covers twenty-two towns, sometimes with only one or two officers available to respond to emergencies. Often no officers are on the road between 2:30 and 7 a.m., although they are "on call" during those hours.

IV. The Planning Process

A. Plan Developers

Michael Storace, formerly a planner at the Two Rivers-Ottauquechee Regional Commission (TRORC), initially assisted the Town of Pomfret with updating its previous Local Hazard Mitigation Plan. Connor Rigney, a planner at TRORC, continued Hazard Mitigation planning with the Committee. Committee members who assisted with the revisions include:

This section of the Plan satisfies 44 CFR 201.6(b)(1) and 201.6(c)(1) (or, A3.a and A3.b of FEMA's Local Mitigation Plan Review Guide, 2011).

Name	Role/Organization
Kevin Rice	Fire Chief, Pomfret Fire Department; Pomfret Emergency Management Director
Emily Grube	Pomfret Selectboard Chair
Bill Emmons	Pomfret Planning Commission Chair
Jim Potter	Pomfret Road Foreman

B. Plan Development Process

The 2009 Pomfret Annex was originally part of the 2008 multi-jurisdictional Regional Hazard Mitigation Plan, drafted by Two Rivers-Ottawaquechee Regional Commission, and approved by FEMA on September 30, 2008 with its first local annex.

The Pomfret Annex was subsequently reconstructed as a single jurisdiction, stand-alone Pomfret Local Hazard Mitigation Plan that was submitted for individual approval to FEMA and approved on April 26, 2017. The plan expired on April 26, 2022 and this document is the updated plan submitted to FEMA for review and approval. As part of this update, the following changes were made to the plan:

This section of the Plan satisfies the Element A: Planning Process requirements set out in 44 CFR 201.6.

- **General**
 - Data updates: new hazard incidents, structure and property vulnerability, and the Town’s existing hazard mitigation efforts and resources;
 - Hazards have been reevaluated;
 - Status updates on mitigation strategies/actions identified in the 2016 Plan;
 - Updates to the discussion of plan development process;
 - New hazard mitigation strategies
- **Hazards Analysis**
 - Ice Jams, Flash Flood / Flood / Fluvial Erosion, Tropical Storms/Hurricanes, and Extreme Cold / Snow / Ice Storm remain on the list of “top hazards,” which reflect town officials’ beliefs that Pomfret is still vulnerable to these hazards, and the Town’s intentions to continue mitigation planning for these hazards;
 - Changes to the “top hazards” list to better align with community concerns and priorities:
 - Severe weather and Structure Fire have been removed from the list of “top hazards,” for reasons articulated in the “Hazard Identification” section of this plan.

The following represent the avenues taken to draft the Pomfret Hazard Mitigation Plan:

- **Activities**
 - 12/13/2022: TRORC staff sent emails to the Pomfret Planning Commission and Selectboard to begin the process of forming a hazard mitigation plan (HMP) committee to update the plan. Bill Emmons, Emily Grube, Kevin Rice, and Jim Potter volunteered.
 - 01/19/2023: TRORC staff met with the Pomfret HMP committee members and introduced the update/plan development process, reviewed Pomfret’s existing Hazard Mitigation Plan (adopted in 2016); and considered the status of various mitigation actions, potential hazards, and the data collection/research process. At this meeting, the committee also discussed and ranked hazards to determine the “Top Hazards” in the Town. TRORC staff then explained to the committee what the next steps in the process would be (draft plan and schedule a meeting to review and discuss it). The following stakeholders were represented by committee members in attendance: Fire Department, Emergency Management Director, Selectboard, and Planning Commission. This meeting was open to the public and was properly warned through the Pomfret Listserv. No comments from the public were received.
 - 02/16/2023: TRORC staff met with the Pomfret HMP committee to generate and discuss mitigation strategies to the previously ranked top hazards that pose the greatest threat to life and property in the Town of Pomfret. The following stakeholders were represented by committee members in attendance: Fire Department, Emergency Management Director, Selectboard, and Planning Commission. This meeting was open to the public and was properly warned through the Pomfret Listserv. The meeting followed procedure set forth by open meeting law. No comments from the public were received.
 - 4/13/23: TRORC staff met with the Pomfret HMP committee to review a draft of the updated plan. The following stakeholders were represented by committee members in attendance: Fire Department, Emergency Management Director, Selectboard, and Planning Commission. This meeting was open to the public and was properly warned through the Pomfret Listserv. The meeting followed procedure set forth by open meeting law. No comments from the public were received.
 - 9/21/23: TRORC staff met with the Pomfret HMP committee to review comments from the state and make revisions to the draft plan. The following stakeholders were represented by committee members in attendance: Fire Department, Emergency Management Director, and Selectboard. This meeting was open to the public and was properly warned through the Pomfret Listserv. The meeting followed procedure set forth by open meeting law. No comments from the public were received.
- **Public participation and involvement (44 CFR 201.6(b)(1))**
 - Four community meetings were held (1/19/23, 2/16/23, 4/13/23, 9/21/32). All of these meetings were open to the public and warned appropriately. No community members attended the meetings and no public comments were received. For more details about these meetings, see “Activities,” above.

- January 2023: A notice was placed in the Two Rivers-Ottauquechee Regional Planning Commission Newsletter alerting recipients that Pomfret was engaging in hazard mitigation planning and updating their Hazard Mitigation Plan. The newsletter is distributed to interested local government officials, organizations, and residents across a 30-town region, including all of the towns surrounding Pomfret. Contact information was provided in the notice to allow those interested in Pomfret's efforts to receive more information and to find out about upcoming meetings. A copy of the newsletter notice is appended to this Plan. No comments were received.
- Throughout the planning process, the Pomfret ListServ was used as a public meeting warning tool. The Pomfret ListServ sends an email directly to subscribers. Pomfret leaders consistently herald the ListServ as being the best single way to reach a large and diverse swathe of the community. Currently, there are 811 subscriptions to the ListServ. Without taking into account businesses subscribed to the list, the total number of individual residents reached by the ListServ is approximately 450, or roughly half of the town's population. However, others that subscribe to the ListServ include most, if not all, local businesses, educational institutions, and interested third parties. Examples include:
 - Town of Woodstock
 - Town of Thetford
 - The Vermont Standard
 - Valley News
 - Mountain Views Supervisory Union
 - Hartford School District
 - Dartmouth College
 - Mount Ascutney Regional Commission
 - Greater Upper Valley Solid Waste District
 - Abbott Memorial Library
 - Artistree Community Arts Center
 - Norman Williams Public Library
 - Ottauquechee Health Foundation
 - Special Needs Support Center
 - Teago General Store
 - The Thompson Center
 - Upper Valley Habitat for Humanity
 - Vital Communities (Nonprofit organization)
 - Visiting Nurse and Hospice for VT & NH
 - Woodstock Inn (includes Saskadena Six Ski Area)
 - Woodstock Recreation Center
 - Windham & Windsor Housing Trust
 - Zack's Place (special needs support center)

Recipients of meeting announcements via the Listserv were invited to email questions and comments to Connor Rigney of Two Rivers-Ottauquechee Regional Commission. No

questions or comments were received. Appended to this plan is an example of the meeting announcements distributed via the listserv.

- **Governmental participation and involvement (44 CFR 201.6(b)(2))**
 - Emily Grube, Selectboard Chair, attended all meetings for this plan update.
 - Karen Hewitt Osnoe, Pomfret’s Zoning Administrator, was consulted on permitting activity since the adoption of the previous local hazard mitigation plan. She provided data to demonstrate that recent development has not increased the Town’s vulnerability to hazards.
- **Neighboring community participation and involvement (44 CFR 201.6(b)(2))**
 - January 2023: A notice was placed in the Two Rivers-Ottawaquechee Regional Planning Commission Newsletter alerting recipients that Pomfret was engaging in hazard mitigation planning and updating their Hazard Mitigation Plan. Contact information was provided in the notice to allow those interested in Pomfret’s efforts to receive more information and how to find out about upcoming meetings. The newsletter is distributed to interested local government officials, organizations, and residents across a 30-town region, including all 8 towns that border Pomfret (Royalton, Sharon, Norwich, Hartford, Hartland, Woodstock, Bridgewater, and Barnard). A copy of the newsletter notice is appended to this Plan. No comments were received.
 - 12/27/2023: TRORC sent revised draft to neighboring towns’ Selectboards for comment and provided contact information for receiving comments via email.
 - Towns of: Sharon, Hartford, Woodstock (Town Selectboard), Bridgewater, Royalton, and Barnard.
- **Review of existing plans, studies, reports, and technical information (44 CFR 201.6(b)(3))**
 - Pomfret Hazard Mitigation Plan (Adopted 04/05/2017)
 - This Plan was referenced extensively during the plan development process, especially in regard to the worst threats and mitigation action strategies previously identified.
 - Pomfret Town Plan (Adopted 08/17/2016)
 - The Town Plan provided TRORC’s staff with background information on the community, as well as more detail on their emergency services.
 - Pomfret Zoning Ordinance (Adopted 5/6/2020)
 - The Zoning Ordinance was referenced for general knowledge of Pomfret’s regulatory authority.
 - Pomfret Flood Hazard Area Regulations (Adopted 05/02/2007)
 - The Pomfret Flood Hazard Area Regulations were referenced for knowledge of the Town’s flood hazard regulations, and incorporated into the Flash Flood/Flood Fluvial Erosion section of this Plan. The Town’s Flood Hazard Area

This section of the Plan satisfies 44 CFR 201.6(b)(3) (or, A4.a and A4.b of FEMA’s Local Mitigation Plan Review Guide, 2011).

Regulations incorporate by reference the latest Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS), both of which are dated 09/28/07.

- Pomfret Local Emergency Management Plan (LEMP) (Adopted 04/19/2023)
 - The Pomfret LEMP was referenced for general knowledge regarding the Town's emergency operations.
- Flood Insurance Study for Windsor County, Vermont (Dated 09/28/2007)
 - The Flood Insurance Study was referenced for general knowledge of the Ottauquechee and White Rivers and peak discharge information.
 - Relevant peak discharge information for the Ottauquechee River can be found on page 24 of Volume 1, and information regarding the White River can be found on pages 26 and 27 of Volume 1.
 - This information was incorporated into the mapping/GIS components of this Plan; specifically in determining the number of structures that are vulnerable to SFHA, and into the Flash Flood/Flood/Fluvial Erosion and Severe Weather sections of this Plan.

C. Status Update on Mitigation Actions Identified in 2016

The following table outlines the mitigation actions that were proposed in Pomfret’s 2016 Local Hazard Mitigation Plan (adopted on April 5, 2017).

This section of the Plan satisfies the requirements of 44 CFR 201.6(d)(3).

Participants in the new Plan update process reviewed these actions and reported on the status of each:

Hazards Mitigated	2016 Mitigation / Preparedness Action	Time Frame	Status (2023)
All Hazards	Address Teago intersection traffic hazard by only creating an outlet onto Stage Road for the Artistree Community Center. Outlet will protect the health of residents from vehicular accidents at this perilous location	Summer 2018 - Summer 2019	Not complete. A study was completed and the Town is applying for grants to implement the study’s recommendations.
Structural Fire	Install dry hydrants on Caper St. and Rudge Rd. in north Pomfret to reduce the loss of life and infrastructure from structure fires.	Summer 2020 - Fall 2020	Not complete. The Town has determined that this project would be financially infeasible and technically challenging.
	Initiate a public awareness fire prevention campaign to spread awareness about proper smoke detector use. Fire department will reach out to rental and single family homes to distribute and install smoke detectors and to inspect households for fire hazards. This campaign will reduce the loss of life and infrastructure from structure fires.	Summer 2018 - Fall 2018	Completed. The Town purchased smoke detectors and distributed them as part of this public outreach campaign.
Extreme Cold/Snow/Ice Storm	Communicate with Green Mountain Power to clear and maintain utility corridors, which will protect town and utility infrastructure	Summer 2017 – Fall 2017	Not completed. This is not possible because Green Mountain Power has a policy of not communicating with Towns about regular maintenance needs.
	Prevent residents from plowing snow from private driveways into streams and brooks in Pomfret which will reduce the effect of springtime flooding on town infrastructure	Winter 2017 – Spring 2017	Completed. The Town Road Foreman communicates regularly with private landowners about plowing issues.

Hazards Mitigated	2016 Mitigation / Preparedness Action	Time Frame	Status (2023)
Ice Jam and Flood/Fluvial Erosion	Upgrade Bridge 9 at Teago General Store. Upsized bridge will allow more water quality to be cleared and will protect road and building infrastructure at this critical juncture in South Pomfret.	Summer 2021 – Fall 2022	Not completed. The state evaluated the bridge and determined that the bridge does not need to be upsized. Moreover, replacing it would be very challenging.
	Upgrade Bridge 5 at Teago General Store. Upsized bridge will allow more water quality to be cleared and will protect road and building infrastructure at this critical juncture in South Pomfret.	Summer 2023 – Fall 2024	Not completed. The state studied the bridge and determined that the project was not feasible due to topographical constraints.
	Upgrade Bridge 7 at Teago General Store. Upsized bridge will allow more water quality to be cleared and will protect road and building infrastructure at this critical juncture in South Pomfret.	Summer 2020 – Fall 2021	Not completed. This strategy was included in the 2016 plan in error. There is no Bridge #7 at the Teago General Store.
	Obtain an Emergency Protective Measure Stream Alteration Permit to remove debris from streams, especially that frequently flood or that are a risk for ice jams. Removed debris would otherwise divert stream flows normally constrained in channel and present a threat to life or property.	Spring 2017 (one time action)	Not complete. This was discussed with Vermont Agency of Natural Resources (ANR). This is not a priority for ANR.
Flood/Fluvial Erosion	Develop a schedule and capital budgeting program to replace undersized culverts to allow for greater volumes of water to be cleared, therefore protecting town infrastructure.	Spring 2020	Completed. The Town determined that it did not need to produce a planning document, but it has maintained an updated inventory of culverts and integrates that information into its annual budgeting work.
	Consider adopting river corridor regulations which will incorporate ANR's river corridor maps, which will help residents and planners know what land is necessary for riparian functions and to prevent the threat to current and future development.	Spring 2021 – Spring 2022	Not complete. The Town determined that this is not a priority because there wasn't political support among residents for adopting such regulations.

Hazards Mitigated	2016 Mitigation / Preparedness Action	Time Frame	Status (2023)
	Prohibit the removal of natural vegetation along streambanks. Riparian vegetation improves stream floodplains and also reduces the damaging effects of stream channel erosion on town and private infrastructure	Spring 2019 – Spring 2020	Complete. The Zoning Ordinance addresses this. Ongoing public education is needed.
	Elevate existing buildings in Special Flood hazard Areas in Pomfret so that they are one foot above base flood elevations. Elevation of structures located in areas vulnerable to flooding will reduce the risk to flooding and will reduce the loss of private infrastructure.	Summer 2021 – Summer 2025	Complete. The Town’s Flood Hazard Area Regulations address this. The Zoning Administrator enforces the regulations when they are applicable.
	Require residents to clean and maintain driveway culverts, or contract with residents to have the town maintain driveway culverts	Summer 2022 – Summer 2025	Not completed. The Town does not have capacity for a broad outreach effort. The Road Foreman talks to individual landowners as needed.
	Conduct a road erosion inventory to determine projects for stormwater improvement to reduce erosion sources from town road infrastructure	Summer 2018 – Fall 2018	Completed in 2019.
	Request an updated flood map from FEMA that more accurately identifies areas that are subject to flooding, therefore diminishing the loss of health and property from development in these areas	Fall 2020 – Winter 2021	Not complete. The Town does not need to initiate a request; FEMA is planning to revise the floodplain maps over the next few years.
All hazards	Complete designation of a proposed Red Cross shelter at Pomfret Elementary School. Designated emergency sites will provide a focal point for residents and will reduce loss of human health in a hazard.	Spring 2020 – Spring 2021	Not complete. This project was determined to be infeasible because the site is in a floodplain
	Designate Artistree Community Center as a secondary shelter to be especially utilized in the case of a flooding hazard. Designated emergency sites will provide a focal point for Pomfret residents and will reduce the loss of human health in a hazard	Spring 2022 – Fall 2023	Not complete. This project was determined to be infeasible because the site is in a floodplain

Hazards Mitigated	2016 Mitigation / Preparedness Action	Time Frame	Status (2023)
	Enlist statewide fire education trailer for use at Pomfret Elementary School and at community events, which will help residents identify fire hazards in their homes	Fall 2017	Complete. The state team has participated in community events, most recently at Artistree in summer 2022.
	Alert residents to upcoming hazards, bad weather, and potentially treacherous travel conditions by means of Pomfret Listserv. This town-wide notification system will reduce the loss of life during a hazard	Winter 2017 and ongoing	Complete. Pomfret does this on an ongoing basis.
	Ensure that Pomfret's Local Emergency Operations Plan is kept up-to-date and identifies vulnerable areas and references this Plan	Spring 2017 and re-occurring yearly	Complete. It has been renamed the Local Emergency Management Plan and is updated on an annual basis
	Consistently document infrastructure damage after weather events	Summer 2017 and will occur after weather events	Complete. Pomfret does this on an ongoing basis.
	Stock Pomfret Elementary School with blankets, MREs, cots, and water bottles	Fall 2019	Not completed. It was determined that the school should not serve as an emergency shelter because it is located in the floodplain.
Flood/Fluvial Erosion	Keep up-to-date with Vermont Road and Bridge Standards so that Pomfret effectively maintains its road infrastructure to be resilient to hazard events	Spring 2017	Complete. Pomfret does this on an ongoing basis.
Structural Fire	Ensure that fire department personnel maintain their firefighter certifications	Spring 2017	Complete. Pomfret does this on an ongoing basis.
	Distribute fire prevention fliers at the school.	Once per year in the fall	Complete. Pomfret does this on an ongoing basis.
	Maintain and clean existing dry hydrants. Proper maintenance of hydrants will reduce the loss of life and infrastructure from structure fires	Reoccurs yearly	Complete. Pomfret does this on an ongoing basis.
	Continue to maintain mutual aid agreements with surrounding towns	Spring 2017, yearly	Complete. Pomfret does this on an ongoing basis.

Hazards Mitigated	2016 Mitigation / Preparedness Action	Time Frame	Status (2023)
Extreme Cold/Snow/Ice Storm	Clear and maintain town road rights-of-way, which will reduce the loss of life and infrastructure damage during snow and ice storms	Summer 2018 and occurring yearly	Complete. Pomfret does this on an ongoing basis.
	Plan for, budget, and maintain roads for safe winter travel	Ongoing	Complete. Pomfret does this on an ongoing basis.
	Distribute safe winter driving informational materials to residents by means of the Pomfret Listserv. Safe winter driving mitigates the loss to human health.	Late fall 2021 and will reoccur yearly in the fall	Not complete. It was determined that this action was not necessary because the weather reports serve this purpose.
	Update and maintain existing list of populations that are vulnerable to extreme cold and other hazards. Call and visit vulnerable residents, if necessary, in the event that a hazard occurs. By maintaining this list, the health of vulnerable populations will be protected.	Ongoing	Complete. Pomfret does this on an ongoing basis.

Changes in Town Priorities and Vulnerabilities Since the 2016 Plan

This 2023 Pomfret Hazard Mitigation Plan reflects the evolution of the Town of Pomfret’s priorities since 2016. Some of the “top hazards” identified in the 2016 Plan are retained in this plan, but there have also been some significant changes. Structural Fire was analyzed as a “top hazard” in the 2016 Plan, but is not examined in depth here because periods of increased fire risk are now more easily predictable through meteorology. The Pomfret Fire Department routinely issues fire safety warnings whenever the risk of accidental fires is sufficiently high. Severe summer weather was likewise highlighted in the 2016 plan, in conjunction with hurricanes and tropical storms. It is not considered a top hazard in this plan update because the primary threat from severe summer weather, flooding, is already addressed by the analysis of flash flood / flood / fluvial erosion as a top hazard for the Town.

This 2023 Plan update also includes changes to the Town’s mitigation strategies. New strategies were developed for each of the Town’s “top hazards”. One of the strategies from the 2016 plan that was not completed (modifications to the Teago intersection) has been carried forward to this 2023 update. Most of the 2016 plan’s mitigation strategies that were not completed are not included as strategies in this 2023 update. These are listed below, along with brief notes on why they were not included in the 2023 plan (for more details, see chart above):

- Install dry hydrants on Caper St. and Rudge Rd. in north Pomfret to reduce the loss of life and infrastructure from structure fires. *(This was determined to be infeasible.)*

- Communicate with Green Mountain Power to clear and maintain utility corridors, which will protect town and utility infrastructure. *(This was determined to be infeasible.)*
- Upgrade Bridge 9 at Teago General Store. *(This was determined to be infeasible.)*
- Upgrade Bridge 5 at Teago General Store. *(This was determined to be infeasible.)*
- Upgrade Bridge 7 at Teago General Store. *(This 2016 strategy was written in error. There is no Bridge 7 at that location.)*
- Obtain an Emergency Protective Measure Stream Alteration Permit to remove debris from streams, especially that frequently flood or that are a risk for ice jams. *(This does not align with state policies / priorities.)*
- Consider adopting river corridor regulations which will incorporate ANR's river corridor maps, which will help residents and planners know what land is necessary for riparian functions and to prevent the threat to current and future development. *(There is no local support for such regulation.)*
- Require residents to clean and maintain driveway culverts, or contract with residents to have the town maintain driveway culverts. *(There is no local capacity for this work.)*
- Request an updated flood map from FEMA that more accurately identifies areas that are subject to flooding, therefore diminishing the loss of health and property from development in these areas. *(This is no longer needed because FEMA is undertaking an update.)*
- Complete designation of a proposed Red Cross shelter at Pomfret Elementary School. *(This was determined to be infeasible.)*
- Designate Artistree Community Center as a secondary shelter to be especially utilized in the case of a flooding hazard. *(This was determined to be infeasible.)*
- Stock Pomfret Elementary School with blankets, MREs, cots, and water bottles. *(This was determined to be infeasible.)*
- Distribute safe winter driving informational materials to residents by means of the Pomfret Listserv. *(This is not needed, as existing communication channels are sufficient.)*

Since January 1, 2016, there have been 57 permits for new construction in Pomfret. All of this new development was residential in character. 28 of the permits were for homes, and 29 of the permits were for accessory structures. Only 1 of these permits was located with the Flood Hazard Overlay District; it was an accessory structure that was determined not to be at flood risk through the Letter of Map Amendment process. These data suggest that the vulnerability of Pomfret to flooding has not significantly increased since 2016. However, it should be noted that structures located outside of the flood hazard overlay area might still be at risk in a 500-year flood, and they could be vulnerable to fluvial erosion. None of the permits issued since 2016 have been located within the south Pomfret Hamlet Area, which is highly vulnerable to ice jams due to the alignments of the two streams running through the area.

At the time of this Plan's drafting, there are no immediate plans for large-scale development in Pomfret. The Town therefore does not anticipate heightened risk resulting from future development. Climate

change impacts may change floodplain boundaries and increase flooding/erosion vulnerability within the Town. The strong focus on flooding and fluvial erosion in this updated Plan is consistent with the Town’s understanding of its future vulnerability to these hazards. Since 2016, Pomfret has completed a number of mitigation actions that have reduced its vulnerability to flooding and fluvial erosion:

- 2 culverts were upsized on Cloudland Road.
- 1 culvert was upsized on Pomfret Road (north of Dana Road)
- Wing walls were installed on a bridge on Sugar House Road.
- 2 culverts were upsized on Caper Street.
- All culverts on Howe Hill Road were upsized.

D. Existing Hazard Mitigation Programs, Projects & Activities

The Town of Pomfret is currently engaged in the following hazard mitigation programs, projects and activities:

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(3).

	Type of Existing Authority / Policy / Program / Action	Resources: Staffing & Funding	Ability to Expand/Improve On
Community Preparedness Activities	<p>Program—Annual update of Pomfret’s Local Emergency Management Plan (LEMP).</p> <p>Last updated and approved on 04/19/2023.</p>	<p>Updated by the Town Selectboard, assistance from TRORC and funding from Vermont DEMHS.</p>	<p>This document is reviewed and updated each year to ensure that the contact information of emergency response personnel is up-to-date. This information is then sent to Vermont Emergency Management for their records. The current program works well, no need to expand or improve on.</p>
	<p>Incomplete Action— Designated Red Cross Shelter—Pomfret Elementary</p>	<p>Staff time from the Town Clerk and volunteer time from other emergency management personnel. Funding from American Red Cross.</p>	<p>This is not able to be designated a Red Cross Shelter as it is in a floodplain. Very few town buildings are able to be designated red cross shelters.</p>

	Type of Existing Authority / Policy / Program / Action	Resources: Staffing & Funding	Ability to Expand/Improve On
	Program— Participation/attendance in the Local Emergency Planning Committee District 12 (LEPC 12)	Volunteer time from the Pomfret Selectboard Chair, Emily Grube, and emergency management personnel; meetings convened by TRORC. Funding from Vermont DEMHS.	Currently there is no need to expand or improve on attendance, as it is satisfactory.
Insurance Programs	<p>Authority/ Program—participation in National Flood Insurance Program (NFIP)</p> <p>The Town participates and complies with the NFIP through their enforcement of the “Flood Hazard Area Regulations,” last adopted on 05/02/2007.</p> <p>[Note: This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(3)(ii).]</p>	<p>Assistance from TRORC and Vermont ANR. Funding from local resources—annual budget.</p> <p>The Zoning Administrator is the Town’s NFIP administrator. The Zoning Administrator is responsible for reviewing and regulating all proposed development (new construction, repairs, and improvements) in the floodplain, with assistance from the Pomfret Zoning Board of Adjustment as detailed in the Town’s Flood Hazard Area Regulations.</p>	<p>The Town’s initial Flood Hazard Boundary Map (FHBM) was dated 11/01/1974. The Town’s initial Flood Insurance Rate Map (FIRM) was dated 09/18/1985. The Town’s FIRM and Flood Insurance Study (FIS) have been updated, and the current effective date for both is 09/28/07. FEMA will update the FIRM in the near future.</p> <p>The Flood Hazard Area Regulations are kept up-to-date and regulate all development in the Special Flood Hazard Area (SFHA).</p>
	Policy/Program— Pomfret Town Plan Adopted on 08/17/2016	Volunteer time from the Planning Commission, and assistance from TRORC and other state agencies on specific subject matter. Funding from Municipal Planning Grants.	Normally, the Town Plan is reviewed/updated every eight years, as required by statute. The Planning Commission may expand or improve on any section it deems necessary, or that is required by changes in state statute.
Land Use Planning	<p>Completed Authority— Pomfret Zoning Ordinance</p> <p>Last updated on 05/06/2020, includes regulations protecting Ridgeline and Hillside Conservation Areas.</p> <p>Pomfret does not have local building codes, but the zoning ordinance does regulate some aspects of building design such as height, lot line and riparian setbacks, and sign design and placement.</p>	Volunteer time from the Planning Commission, and assistance from TRORC and other state agencies on specific subject matter. Funding from Municipal Planning Grants.	When the Zoning Ordinance was being updated in 2020, all relevant Town planning documents (including the Local Hazard Mitigation Plan) were reviewed and relevant information was integrated into the bylaw if it aligned with the Town’s priorities at the time. During the regular Town Plan review/update period, the Zoning Bylaws are also reviewed and updated if needed. Currently, there is no need to expand or improve on the zoning regulations.

	Type of Existing Authority / Policy / Program / Action	Resources: Staffing & Funding	Ability to Expand/Improve On
	<p>Authority—Pomfret Flood Hazard Area Regulations</p> <p>Adopted 05/02/2007</p>	<p>Volunteer time from the Planning Commission, and assistance from TRORC and possibly Vermont ANR. Funding from Municipal Planning Grants.</p>	<p>During the Town Plan review/update period, these Regulations are also reviewed and updated if needed. At this time, local officials believe the flood regulations are satisfactory.</p>
	<p>Authority— Pomfret Subdivision Regulations</p> <p>Adopted on 12/20/2011; effective 01/11/2012</p>	<p>Volunteer time from the Planning Commission. Funding from Municipal Planning Grants.</p>	<p>The Subdivision Regulations may be updated when deemed appropriate by the Selectboard. Currently, there is no need to expand or improve on these regulations.</p>
Hazard Control & Protection of Critical Infrastructure & Facilities	<p>Policy/Program— Pomfret Hazard Mitigation Plan</p> <p>Adopted on 4/5/2017.</p>	<p>Updated with volunteer time from local officials and assistance from TRORC and Vermont DEMHS. Funding from DEMHS/FEMA.</p>	<p>The 2023 Pomfret Hazard Mitigation Plan will replace the 2016 Plan. Future iterations of the Town’s LHMP will be updated by the Town at least every five years.</p>
	<p>Authority— 2013 Town Road and Bridge Standards</p> <p>Adopted 03/20/2013</p>	<p>Adopted by the Selectboard, implemented by the Road Foreman, and assistance from TRORC. Funding from VTrans and the local budget to implement.</p>	<p>Specifies minimum construction standards for roadway, ditches, culverts and bridges and guardrails. VTrans updates the Town Road and Bridge Standards on a fairly regular basis. The Town has the authority to require above-and-beyond what is written in the policy.</p>
	<p>Authority—Town of Pomfret Highway Ordinance</p> <p>Adopted 12/02/2009</p>	<p>Adopted by the Selectboard, implemented by the Road Foreman, and assistance from VTrans/TRORC. Funding from VTrans and the local budget to implement.</p>	<p>Regulates maintenance, upgrading and construction of the Town’s highways. May be amended as needed.</p>
	<p>Program—Better Backroads culvert inventory completed in fall 2013 for the Town of Pomfret</p> <p>This inventory includes georeferenced locations and attributes for all culverts in Pomfret. The Town received targeted assistance in the culvert inventory and specific priority projects were identified.</p>	<p>Staff time from the Pomfret Road Foreman; assistance from TRORC. Funding from Better Backroads grant; local personnel time.</p>	<p>The Town is currently using the culvert inventory to further its culvert improvement program, and seeking funding through various sources for implementation projects. Routine in-house updates occur on an on-going basis. There is no need to expand or improve upon this program at this time.</p>
Education/ Public Outreach	<p>Completed Action— Public training related to Red Cross Shelter designation</p> <p>The training was held in April 2012 in Strafford, Vermont and there were 5 attendees.</p>	<p>Staff time from the Town Clerk and volunteer time from the Emergency Management Director/Coordinator and other emergency management personnel. Funding from American Red Cross.</p>	<p>This was a one-time action, and improving/expanding upon it is not necessary. Red Cross shelter designation was not feasible.</p>

	Type of Existing Authority / Policy / Program / Action	Resources: Staffing & Funding	Ability to Expand/Improve On
	Action/Program— Weather-related information is posted on the website	Staff time from the Town Clerk’s office. Funding from local budgets (Town/, emergency services).	This is an ongoing action/program, and currently works well so there is no need to expand/improve on it at this time.

E. Plan Maintenance

This Plan (the Pomfret Local Hazard Mitigation Plan) will be monitored and evaluated annually at an April Selectboard meeting along with the annual review of the Local Emergency Management Plan (LEMP). At this meeting, the Selectboard will monitor the implementation of the hazard mitigation and preparedness strategies outlined in this Plan by noting those that have been completed, assessing whether remaining strategies are on track with the projected timeline, and identifying the next steps required to implement the Plan’s remaining strategies. They will also evaluate whether the Plan’s vulnerabilities analyses are still valid, whether the mitigation strategies are furthering the Plan’s goals, and whether the mitigation strategies are still appropriate for the Town (considering effectiveness of implemented projects or actions, as well as changes in Town priorities, capabilities, and vulnerabilities). This meeting will constitute an opportunity for the public and other town officials to hear about the town’s progress in implementing mitigation strategies and to give input on future activities and Plan revisions. If during the course of this annual review, it is determined that changes to the plan are needed, such changes will be documented in the Selectboard meeting minutes and in addenda attached to the plan itself. These annual updates will not undergo a formal re-adoption process.

Pomfret’s Emergency Management Director will be the principal point of contact for this annual review process and will take primary responsibility for the monitoring, evaluation, and update process described here. They will bring the Plan’s maintenance activities to the Selectboard’s agenda and discussions.

Within three months after every federal disaster declaration directly impacting the Town of Pomfret, the Town will monitor, evaluate, and update this Local Hazard Mitigation Plan at a Selectboard meeting, per the process outlined in Appendix C. This post-disaster review will take into consideration the comments and updates gathered during the annual review process. Interested members of the community will have an opportunity to participate in this publicly-warned meeting and their comments will be integrated into the plan as appropriate. The revised plan will be submitted to the state for approval, then will undergo formal re-adoption. The Emergency Management Director will be responsible for leading this process, and the Selectboard may appoint a committee to assist.

This section of the Plan satisfies 44 CFR and 201.6(c)(4)(i), 201.6(c)(4)(ii), and 201.6(c)(4)(iii).

At least one year before the Plan expires, an update process will begin. That process will take into account the previous annual monitoring, evaluation, and updates that occurred in April Selectboard meetings. The Emergency Management Director will lead the process and Two Rivers-Ottawaquechee Regional Commission (TRORC) will help with Plan updates if assistance is requested by the Selectboard and if funding is available. If TRORC is unable to assist the Town, then Pomfret's Emergency Management Director, Town Clerk, Administrative Assistant, or Selectboard will update the Plan, or the Selectboard may appoint a committee of interested citizens (including the current local Emergency Director) to draft changes. Ultimately, it will be the Town's responsibility to update their Local Hazard Mitigation Plan.

The process of evaluating and updating the plan will include continued public participation through public notices posted on the municipal website, notice within the municipal building, notice in The Valley News, and the TRORC newsletter and blog. These notices will invite the public to the scheduled Selectboard (or specially scheduled) meeting. The public will be given the opportunity to comment during this process. Additional stakeholders may be invited to the meeting; these include: the Woodstock Ambulance Service, VTrans, and the Vermont Agency of Natural Resources (VT ANR). VT ANR will be invited because they can provide assistance with NFIP outreach activities in the community, models for stricter floodplain and river corridor zoning regulations, delineation of fluvial erosion hazard areas, and other applicable initiatives. These efforts will be coordinated by the Town Clerk.

Pomfret shall also incorporate mitigation planning into their long-term land use and development planning documents. The 2013 Vermont Legislature passed a law requiring all towns to incorporate flood resiliency elements into town plans that are adopted after July 2014. To do so, flood hazard and fluvial erosion hazards will be identified, and strategies and recommendations will be provided to mitigate risks to public safety, critical infrastructure, historic structures and public investments. This Local Hazard Mitigation Plan will help the town to comply with the new community flood resiliency requirement for town plans adopted after July 2014. The Pomfret Planning Commission will incorporate hazard mitigation strategies developed and identified in this Local Hazard Mitigation Plan directly into goals, policies, and recommendations in future updates to the Pomfret Town Plan. The Town Plan is updated at least every 8 years. When the Town's zoning regulations, subdivision regulations, and flood hazard area regulations are being updated, the Planning Commission will ensure that they are responsive to and consistent with the priorities and approaches outlined in this Local Hazard Mitigation Plan. The Town shall also consider reviewing any future TRORC planning documents for ideas on future mitigation projects and hazard areas.

V. Community Vulnerability by Hazard

A. Hazard Identification

Mitigation efforts must be grounded in the rational evaluation of hazards to the area and the risks these hazards pose. This is done through a process, which in essence asks and answers three basic questions:

- What bad things can happen?
- How likely are they to occur?
- How bad could they be?

This process, which is laid out in the table below, is an attempt to inventory the known hazards, establish the likelihood of them occurring in the future, and assess the community's potential vulnerability to each. In performing this analysis, we are then able to prioritize actions that are designed to mitigate the effects of each of these disaster types and ultimately make Pomfret a safer place.

It is important that we learn from the past in order to avoid the same disasters and their outcomes. Disasters that have occurred within the Town of Pomfret, the larger region, and the State of Vermont can give us good information about what types of disasters we can expect in the future and what kinds of damage they might cause. This historical data can inform our perspective of what might happen in the future, but it is by no means a prophecy. While Pomfret might not have been impacted by a specific hazard in the past, this does not necessarily mean it will never be affected in the future. Indeed, the advance of climate change means that old weather patterns may not hold. For instance, in recent years, Vermonters have seen an increase in the number and severity of storms, especially high intensity rainfall events. Armed with historical data and a healthy respect for climate change and the unknown, we have tried our best to identify hazards and prepare for the future.

The following table reflects the hazards that we believe can be expected, or are at least possible, in the central Vermont area. We have considered factors such as frequency of occurrence, warning time and potential community impact to rank each and determine which hazards pose the greatest threats to life and property in Pomfret.¹ The worst threats (bolded in the table, below) are then followed-up with discussion and mitigation strategies throughout the rest of this Plan.² It should be noted that hazards assigned with the same "Hazard Score" are not in order, and their placement in the table should not be assumed to reflect their potential to create hazards for the town.

¹ The ranking methodology used in this Plan (see Appendix A) is closely modeled on that which is used by the Vermont Emergency Management (VEM) in the state hazard mitigation plan, though changes were made to reflect the more limited geographical scope of this analysis, Town capabilities for mitigation, and Town needs and priorities. The Hazard Score is the sum of the numerical values assigned to Frequency, Warning Time, and Potential Impact.

² It's important to note that those hazards which were not found to pose the greatest threats may still occur in Pomfret's future; however, they are not the focus of this Plan. The Town has chosen to focus this plan on higher scoring hazards in an effort to maximize the benefits derived from investments in mitigation. For discussion of lower scoring hazards, refer to the Vermont State Hazard Mitigation Plan.

	Frequency of Occurrence	Warning Time	Potential Impact	Hazard Score
Ice Jams	Highly Likely	None	Minor	10
Flash Flood/Flood/Fluvial Erosion	Likely	None-Minimal	Moderate	10
Severe Summer Storms (Thunderstorm, Lightning, High Wind)	Likely	3-6 hours	Minor	8
Hail	Likely	None-Minimal	Negligible	8
Extreme Heat	Highly Likely	12+ hours	Minor	7
Extreme Cold / Snow / Ice Storm	Highly Likely	6-12 hours	Moderate	9
Infectious Disease	Highly Likely	12+ hours	Minor	7
Wildfire/Brushfire	Occasionally	None	Minor	8
Landslides/Mudslides/Rockslides	Occasionally	None-Minimal	Minor	8
Tropical Storms / Hurricanes	Likely	6-12 hours	Major	9
Hazardous Material Spill	Unlikely	None	Minor	7
Earthquake	Occasionally	None	Negligible	7
Tornado	Unlikely	3-6 hours	Minor	6
Invasive Species/Infestation	Highly Likely	12+ hours	Minor	7
Drought	Occasionally	12+ hours	Negligible	4
Dam Failure (There are no High Hazard Potential Dams (HHPD) in Pomfret.)	N/A	N/A	N/A	N/A
Tsunami (Vermont is landlocked.)	N/A	N/A	N/A	N/A

After engaging in discussions using their best available knowledge and incorporating the increasing risks of global climate change, Pomfret’s HMP Committee identified the following “top hazards” that they believe present the largest risk to the community.

- Ice Jams
- Flash Flood/Flood/Fluvial Erosion
- Extreme Cold/Snow/Ice Storm
- Tropical Storms/Hurricanes

The selection of top hazards for in-depth analysis and strategy development in this plan was informed by the HMP committee’s understanding of community needs, priorities, and capacity for mitigation. Structural Fire was analyzed as a “top hazard” in the 2016 Plan, but is not examined in depth here because periods of increased fire risk are now more easily predictable through meteorology. The Pomfret Fire Department routinely issues fire safety warnings whenever the risk of accidental fires is sufficiently high. Severe summer weather was likewise highlighted in the 2016 plan, in conjunction with hurricanes and tropical storms. It is not considered a top hazard in this plan update because the primary threat from severe summer weather, flooding, is already addressed by the analysis of flash flood / flood / fluvial erosion as a top hazard for the Town.

Each of these “top hazards” will be discussed in the following sections. Within each section, previous occurrences of each hazard will be listed, including the County-wide FEMA Disaster Declarations (DR-#), where applicable. Hazards information was gathered from local sources (ex., town history book), the National Climatic Data Center’s (NCDC’s) Storm Events Database (1950-2023), the Spatial Hazard Events and Losses Database for the United States (SHELDUS) 1960-2023, and Special Reports produced by the National Weather Service in Burlington, Vermont. This section also includes a description of each “top hazard” and a hazard matrix that will include the following information (please see each hazard profile for a hazard-specific matrix):

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Type of hazard.	General areas in community that may be vulnerable to the hazard.	Community structures, systems, populations, or other assets as defined by the community that are susceptible to damage and loss from hazard events.	The strength or magnitude and details of the most notable event(s).	Financial impact from an event and/or the number of structures that are impacted.	<u>Occasionally</u> : 1–10% probability of occurrence per year, or at least one chance in next 100 years <u>Likely</u> : >10% but <100% probability per year, at least 1 chance in next 10 years <u>Highly Likely</u> : 100% probable in a year

B. Hazard Profiles for “Top Hazards”

1. Ice Jams

Ice jams are a flooding hazard of special concern, and they occur less frequently than typical riverine flooding in Pomfret, but can be more destructive to the health and property of residents. Ice jams occur due to the accumulation of ice in a river, stream, brook, or other flowing water body that inhibits the ability of that water body to carry the flow while also increasing the elevation of surface of that water body.³ There are several different types of ice jams, but the most frequent form that is exhibited in Pomfret is the breakup-type jam. Breakup jams typically occur in late winter or early spring, and are associated with the slight warming of ice that initiates river flow and the increase of rainfall and spring runoff that increases surface water volume.⁴

Ice jam events are a serious concern throughout the State of Vermont, owing to the vast number of waterways within the state’s footprint. Such events can occur with little to no warning and quickly escalate into life-threatening situations, thereby increasing the impact of such events when they happen.

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(2)(i), 201.6(c)(2)(ii), and 201.6(c)(2)(iii) for **Ice Jams**.

Ice jams are most prone to occur when heavy rains and rising temperatures cause rapid snow melt. Rivers, as a consequence, swell and ice layers begin to break, which then flow downstream and create obstructions around natural and man-made barriers. The majority of ice jams happen between the months of January and March, and the lead time for an ice jam or flow can range anywhere from a few hours to only one hour. The flows can cause water to rise by multiple feet per hour or even multiple feet within minutes. This can mean that there is insufficient time to prepare for rising water and ice levels.

While flooding from ice jams is not often major, it has the possibility to be catastrophic, particularly in places that have an historic pattern of growth along waterways. Ice jams can have a disastrous impact on waterways and surrounding structures and infrastructure, and they can cause severe erosional issues along with endangering local fish and wildlife populations. There are no state buildings or facilities in Pomfret that may be immediately endangered by ice jams; however, basic infrastructure and private property are at high risk. Specific ice jams data, in terms of river height in feet and actual size of ice jams, were unavailable for the follow events.

³ Federal Emergency Management Agency. (2003). Guidelines and Specifications for Flood Hazard Mapping Partners. Appendix F: Guidance for Ice-Jam Analysis and Mapping. *Map Modernization*.

⁴ (FEMA, 2003).

History of Occurrences:

Date	Event	Location	Extent and Impacts
03/09/ 2008	Ice Jam	White River, along Route 110	VT State Highway Dept. reported an ice jam forming along the First Branch of the White River along Route 110 in the S. Royalton, Tunbridge, and Chelsea areas. No reports of flooding confirmed in this instance
03/15/2007	Ice Jam	White River, along Route 110	VEM reported an ice jam formation in a large culvert/bridge on Rt. 110. Ultimately impacted 10 residences, 3 commercial buildings, and mostly caused basement flooding. Fire Dept. was on the scene to pump water out of buildings. Also caused some driveway/sidewalk erosion. No flood depth data available for this event.
03/21/2003	Ice Jam	First Branch	According to the NWS, a breakup ice jam was reported on the First Branch of the White River just south of Chelsea. No flood depth data available for this event.
03/11/1992— 03/18/1992 (DR-938 VT)	Ice Jam, Flooding	White River	This event resulted in approximately \$43,000 in damage to Town roads,—Town Highways #1-11—and caused by heavy rain, ice jams and flooding. No flood depth data available for this event.

There is a history of ice jams occurring at bridge #9, at the driveway of 2026 Pomfret Road, in South Pomfret, at the Pomfret-Teago Fire Department station entrance.

Please note; although no data records were found to support or flesh out their claims, according to local officials, there have been additional instances of ice jams occurring in the Town of Pomfret. Overall, these ice jams were relatively small in scale and caused minor damage.

In order to prepare for the possibility of ice jams, Town officials monitor the weather conditions that contribute to ice jams. However, no concrete plan exists for responding to an ice jam in the Town of Pomfret. Town officials are also continuing to look into how to lessen ice jam risk at bridge #9. By ensuring that development is safe from flood risk, and road infrastructure is properly sized, the risk of damage from ice jams will also be reduced.

Hazard	Location	Vulnerability	Extent	Estimated/Potential Impact	Likelihood/Probability
Ice Jams	In particular, bridge #9 at the entrance of the Pomfret-Teago Fire Department station	All property and infrastructure adjacent to Town waterways	Incident-specific, but can severely endanger life and property. The 1992 event flooded 11 Town Highways. Flood depth / coverage data not available.	The 1992 event caused \$43,000 in damage to Town Roads.	Highly Likely

2. Flash Flood/Flood/Fluvial Erosion

The most frequent form of flooding in the State of Vermont and the Town of Pomfret is riverine flooding, or overbank flooding, which occurs to rivers when they receive more rain or snowmelt from their watershed than they typically experience. Flooding causes the inundation of land that is normally dry. Overbank flooding is experienced more

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(2)(i), 201.6(c)(2)(ii), and 201.6(c)(2)(iii) for **Flash Flood/Flood/Fluvial Erosion**.

frequently in mountainous and hilly areas where water moves with higher velocities. Flash floods occur when severe storms drop high amounts of rainfall in short periods of time. Flash floods occur more frequently in areas with steep slopes and narrow stream valleys. Riverine erosion is the gradual wearing away of land masses by rivers and streams. River channels are constantly changing. As rivers flow and water moves downstream, water exerts energy upon riverbanks and causes erosion.

Flooding is one of the worst threats to Pomfret's residents and infrastructure. Past instances of flooding in Pomfret have included rain and/or snowmelt events that cause flooding in the major rivers' floodplains and intense rainstorms over a small area that cause localized flash-flooding. Both kinds of events can be worsened by the build-up of ice or debris, which can contribute to the failure of important infrastructure (such as culverts, bridges, and dams).

The worst flood disaster to hit the Town of Pomfret, as well as the overarching region and the State of Vermont, occurred on November 3, 1927. This event was caused by up to 10 inches of heavy rain from the remnants of a tropical storm that fell on frozen ground. Eighty-four Vermonters, including the Lieutenant Governor, were killed. The flooding in the White River valley was particularly violent, with an estimated 120,000 to 140,000 cubic feet/second (cfs) flowing out of the White River at West Hartford, Vermont. Like many towns in the region, the Town of Pomfret received heavy precipitation, seeing roughly 7-8 inches of rainfall over the storm period.

A more recent flooding event that devastated the region and the state was the result of Tropical Storm Irene, which occurred on August 28, 2011. Record flooding was reported across the state and was responsible for several deaths, as well as hundreds of millions of dollars of home, road and infrastructure damage. Due to strong winds, 50,000 Vermont residents were initially without power, and many did not have electricity restored to their homes and businesses for over a week. Despite the damage wrought, the flooding caused by Tropical Storm Irene is considered to be the second greatest natural disaster in 20th and 21st century Vermont, second only to the Flood of 1927.

The most recent flooding event occurred over three weeks in late June and early to mid-July in 2013. The flooding was widespread and severe enough for a Federal Disaster Declaration, DR-4140, to be issued for Windsor and other counties in Vermont. The road and infrastructure damaged during this flooding event was located on Pomfret Road, Cloudland Road and Galaxy Hill Road. The damage was mostly due to washouts and erosion.

The Town of Pomfret suffered significant damage to property and infrastructure during Tropical Storm Irene, although no lives were lost. It is estimated that Tropical Storm Irene dropped 4-5" inches of rain

over the Town of Pomfret in a very short span of time. The precipitation totals averaged 4-7” over Windsor County. In some areas, it is thought that the flooding that occurred as a result of Tropical Storm Irene was close to being a full-fledged 500-year flood, or a flood that has a .2% chance of occurring annually.

A number of Pomfret’s roads/bridges were damaged by the storm, including parts of: Bartlett Brook Road, Cloudland Road, Starbuck Road, Wayside Road, Blackmer Road, Sessions Meadow, Wild Apple Road, Barber Hill Road, Bunker Hill Road and White River Lane. See Appendix C for more road-specific damage information. The county-wide damage for Windsor County totaled over \$32.5 million.

More recently, a series of storms that occurred during the summer of 2013 brought heavy downpours and caused localized flooding and fluvial erosion in many parts of the state. So much so, that a federal disaster declaration was issued for the period of time from June 25, 2013 to July 11, 2013 (DR-4140 VT). In Pomfret, parts of Pomfret Road, Cloudland Road, and Galaxy Hill Road were damaged due to washouts/erosion. Over the established disaster period, more than 7 inches of rain fell in Pomfret.

Unfortunately, flooding is very common across the region, with many events impacting the Town of Pomfret specifically. Flooding is one of the worst threats to Pomfret’s residents and infrastructure. The following list indicates the history of occurrence with regard to this hazard in Windsor County (given the small population of Pomfret, town-specific data is limited); an asterisk “*” denotes the instances in which town-specific data is available, and federal disaster numbers are listed where appropriate. Specific data regarding number of acres of land lost to fluvial erosion and amount of fill used to replace fluvial erosion were not available for events in Pomfret.

History of Occurrences:

Date	Event	Location	Extent and Impacts
06/25/2013— 07/11/2013 (DR-4140 VT)*	Severe Storms and Flooding	Pomfret, County-wide	Severe storms caused flooding throughout the region, which resulted in damage to some infrastructure and facilities. In Pomfret, the following impact was sustained: at 7090 Pomfret Road a culvert washout occurred on July 2, 2013 (the 42 inch culvert was recently replaced with an upsized 80 inch culvert); a washout/erosion on Cloudland Rd; a washout/erosion on Galaxy Hill Road; a washout/erosion on Pomfret Road from Labounty Road to the area of Howe Hill Road; stream bank erosion at 7658 Pomfret Road; and erosion from the Mill Brook on Pomfret Road from Starbuck Road to Freeman Road. More than 7 inches of rain fell in Pomfret during the disaster period. There were scattered power outages throughout the disaster period. On 6/25/2013 an outage affected 132 Green Mountain Power customers from 2.8 hours to 3.9 hours. On 7/5/2013 81 customers were affected for 2 hours.
08/28/2011 (DR-4022 VT, TS Irene)*	Tropical Storm	Pomfret, County-wide	Widespread rainfall amounts of 3-5 inches occurred across Vermont with 5 to 7+ inches across much of southern, central Vermont. Devastating flash flooding occurred across much of central and southern Vermont mountain valleys with substantial and some record breaking flood stages on larger rivers. This flood event will likely rank second to the November 1927 flood in the scope of meteorological and hydrological conditions/impacts as well as loss of life (84 in 1927), but likely first in monetary damage ((approx.. \$500. million statewide v. \$350 million (1927 in 2010 dollars)). There were nearly 2,400 roads, 800 homes/businesses, 300 bridges and a half dozen railroad

Date	Event	Location	Extent and Impacts
			tracks destroyed or damaged from the flooding caused by Irene. 4.66" of rain was reported in South Pomfret. \$852,116.71 in damages according to FEMA's Public Assistance database (captures at least 70% of the total damage). There were 609 customers who lost power for 30 hours. There were many more who lost power for longer durations, including a group of 243 who lost power for 50 hours, and another smaller group of 21 who lost power for more than 4 days.
04/27/2011	Flooding	County-wide	Heavy rains, snowmelt from an above-normal snowpack, and high temps caused significant flooding in the region. Pomfret received 1 inch of rain in 24 hours. No significant power outages occurred.
10/01/2010	Flooding	County-wide	Heavy rains from the remnants of TS Nicole hit Vermont, dumping multiple inches of rain in the White River Valley, and washing out local roads. Pomfret received 4.89 inches of rain in 48 hours. As a result of this rain event, 160 Pomfret power customers lost power for 2.6 hours.
07/21/2008— 08/12/2008 (DR-1790 VT)	Flooding	County-wide	Showers and thunderstorms produced significant rainfall across the region, causing severe flash flooding in places. Flood waters originating in Addison County traveled down the White River, causing portions of Route 100 to flood. Pomfret received 6.86 inches of rain over the disaster period. Altogether 107 customers lost power during the disaster period for durations that ranged from 1.5 hours to 5.6 hours.
07/11/2007 (DR 1715 VT)	Flash Flooding	County-wide	Localized heavy rainfall exceeded 3 inches within a two hour time frame. Some localized storm totals approached 6 inches across very hilly or mountainous terrain, which resulted in flash flooding of several communities. As a result of this flooding event, 52 customers lost power for 1.6 hours, and customers lost power for 2.2 hours.
04/15/2007— 04/21/2007 (DR-1698 VT)	Severe Storms and Flooding	County-wide	Severe storms caused flooding throughout the region, causing damage to some infrastructure and facilities. Pomfret received a period of hard rainfall during the period, which consisted of 1.14 inches in 24 hours. From 4/15 through 4/23 346 total Green Mountain Power customers in Pomfret lost power from short periods of 1.8 hours to much longer periods of longer than 2 days.
05/14/2006	Flooding	County-wide	Rainfall totals from a large storm system brought 3-6" of precipitation to the county, leading to flooding and minor washouts on several roads in the region and overflowing banks of streams. A total of \$25k in county-wide damages was reported. No significant power outages occurred.
01/18/2006	Flooding	County-wide	A powerful storm and rising temperatures led to rainfall of 1.5-2.5" and additional snowmelt. This led to field flooding and ponding of water on area roadways in the region. \$3k in damages was reported for Windsor County. 162 power customers lost power for 4.3 hours.
10/07/2003— 10/09/2003	Flooding	County-wide	Heavy rains resulted in minor flooding throughout Windsor County and caused \$20k in property damage. Specific rainfall damage for this event could not be found. Specific outage data for this event could not be found.
10/29/2003	Flooding	County-wide	Heavy rains fell on already-heavily saturated soils, and streams and rivers, including the White River, rose rapidly. Low land and field flooding occurred in the watershed. Pomfret received 2.93 inches of rain in 72 hours. Specific outage data for this event could not be found.
07/21/2003— 08/18/2003	Severe Storms and Flooding	County-wide	Severe storms caused flooding throughout the region, causing damage to some infrastructure and facilities. Pomfret received a period of high intensity rainfall, with 1.9 inches falling in 24 hours. Specific outage data for this event could not be found.

Date	Event	Location	Extent and Impacts
04/13/2002— 04/14/2002	Flooding	County-wide	Snowmelt and 1-3" of rainfall across the region led to flooding along rivers in the county. \$50k in damages was reported throughout the county. Specific outage data for this event could not be found.
07/11/2001 (DR-1715)	Flash Flooding	County-wide	Tropical-like showers and thunderstorms caused heavy localized flooding. Rainfall exceeded 3" within a 2 hour time frame, with some areas getting nearer to 6". Many roads washed out, basements flooded, and homes were damaged or destroyed. Specific outage data for this event could not be found.
07/14/2000— 07/18/2000 (DR-1336)	Flash Flooding	County-wide	Slow-moving thunderstorms resulted in heavy rainfall, particularly across mountainous portions of the region. Flooding ensued, causing a reported \$500k in damage across Windsor County. Pomfret received 3.77 inches in 48 hours. Specific outage data for this event could not be found.
04/04/2000	Flash Flooding	County-wide	A storm system moved across New York and New England Tuesday, April 4th, with steady rain. Mild temperatures resulted in melting mountain snows. As a result, many streams and rivers rose to bankfull or above with some flooding. \$10k in damage reported across Windsor County. Pomfret received 1.08 inches of rainfall in 24 hours. Pomfret experienced widespread and lengthy power outages during the Tropical Storm. Specific outage data for this event could not be found.
09/16/1999— 09/21/1999 (DR-1307)	Severe Storms and Flooding	County-wide	TS Floyd brought heavy rains, high winds, and flooding to the region, causing extensive damage to public property. 5.5 inches of rain fell in 24 hours in Pomfret. Specific outage data for this event could not be found.
06/27/1998	Flash Flooding	County-wide	An area of low pressure tracked across New York and New England during the late night of Friday (June 26) and morning of Saturday (June 27). Heavy convective rains fell with 3 to 6 inches across northern portions of the county. Extensive flooding occurred along Windsor County's waterways. Specific outage data for this event could not be found.
07/13/1996	Flooding	County-wide	Remnants of Tropical Storm Bertha moved into the region, bringing heavy rainfall that caused road washouts and mudslides in the county. \$10k in damage was reported county-wide. Specific rainfall data for this event was unavailable. Specific outage data for this event could not be found.
05/11/1996— 05/12/1996	Flooding	County-wide	Rain and snowmelt led to many rivers swelling and minor field flooding in places. \$5k in damage was reported in the county. Specific rainfall data for this event was unavailable. Specific outage data for this event could not be found.
01/19/1996— 01/20/1996	Flooding	County-wide	A deadly storm brought above normal temperatures, strong winds, and flooding to the region. Snowmelt and rainfall hit the region, washing out numerous roads and flooding other areas. Numerous power outages were reported. \$900k in damage was reported for the county. Specific rainfall data for this event was unavailable. Specific outage data for this event could not be found.
06/28/1973— 06/30/1973 (DR-397)	Flooding	County-wide	Rainfall totaled as much as 6 inches in 24 hours in some locations. There were 3 deaths and \$64 million. Specific outage data for this event could not be found.
11/02/1927— 11/04/1927 ("Flood of 1927")*	Flooding	Pomfret, County-wide	Considered to be one of VT's most devastating events, the flood took out 1285 bridges, miles of roads and railways, and countless homes and buildings. 84 people were killed. Rainfall totaled 4-9" statewide, following a month with 150% the normal amount of rain. Pomfret and the nearby areas saw from 7-8" of rainfall during the storm. Specific outage data for this event could not be found.

The Town of Pomfret has standalone flood hazard regulations entitled the Pomfret Flood Hazard Area Regulations. These regulations were adopted on May 02, 2007. The Town's Flood Hazard Area Regulations restrict development in the Special Flood Hazard Area. Streams and brooks with mapped special flood hazard areas include Broad Brook, Barnard Brook, Mill Brook and other unnamed brooks in North Pomfret, Dimick Brook, Whitman Brook, Cloudland Brook, Pomfret Brook and part of Bartlett Brook. New development within the floodway is prohibited, with a limited number of exceptions for transportation facilities, public utilities, and health and safety measures. Within the special flood hazard area, conditional use review by the Zoning Board of Adjustment is required for new buildings, any fill or excavation, development in the floodway, and substantial improvement of existing buildings. (Substantial improvement is defined as any reconstruction, rehabilitation, addition, or other improvement that costs 50% or more the market value of the structure prior to the improvement. This includes repairs to buildings that have suffered substantial damage, i.e. damage amounting to 50% or more of the market value of the structure prior to the damage.) In the Special Flood Hazard Area, new development and existing buildings to be substantially improved must be elevated so that the lowest floor, including the basement, is at least 1 foot above base flood elevation.

There are 37 residential and 8 commercial/industrial/public structures in the 100-year floodplain. If all of the residential and 8 commercial/industrial/public properties were damaged/destroyed in a severe flooding event, the damage would equal \$15,056,527. There are two critical facilities located in the 500-year floodplain, both of which are hazardous material storage facilities. Specific businesses and facilities located in the flood hazard area include Artistree Community Art Center, Abbott Memorial Library, The Teago General Store, Saskadena Six Ski Area, Riverbend Home & Garden Supply Company, and Andrew's Furniture. In an effort to help protect structures and road infrastructure, it is important to restore floodplain, improve floodplains areas, and increase the number of areas for retention of floodwaters. These actions will reduce the risk to structures and road infrastructure wherever possible.

Additionally, there are 19 structures that reside within the River Corridor area, which was mapped by the Vermont Agency of Natural Resources. The River Corridors accurately represent the area where rivers and streams will move over time, and depict areas that are at risk of erosion due to the river or stream's lateral movement. Mapped river corridor areas in Pomfret are similar to the mapped special flood hazard areas within the Town. Mapped River Corridor areas include Broad Brook, Barnard Brook, Mill Brook and other unnamed streams in North Pomfret, Whitman Brook, Cloudland Brook, and Pomfret Brook. The locations of these brooks and streams, river corridor areas, special flood hazard areas, and vulnerable structures located within these frequently flooded areas are illustrated in Attachment A: Map of Pomfret.

Across Vermont, most child and elder care facilities are not registered with the State. Most child day care is private in-home care in Pomfret, but there are also two registered childcare home located at 670 Vermont Route 12 and 1582 High Pastures Road. Neither of these homes is located within the river corridor or 100-year floodplain. There are no elder care facilities in the Town of Pomfret. Finally, low income housing is not registered with the State, and there are currently no manufactured home parks located in Pomfret that are registered with the state.

Recent studies have shown that the majority of flooding in Vermont occurs along upland streams, as well as along road drainage systems that fail to convey the amount of water they are receiving. These areas are often not recognized as being flood prone, and property owners in these areas are not typically required to have flood insurance. It should be noted that, while small, mountainous streams may not be mapped by FEMA in NFIP FIRMs (Flood Insurance Rate Maps), flooding along these streams is possible and should be expected and planned for. Flash flooding in these reaches can be extremely erosive, causing damage to road infrastructure and to topographic features including stream beds and the sides of hills and mountains. The presence of undersized or blocked culverts can lead to further erosion and stream bank/mountainside undercutting. Furthermore, precipitation trend analysis suggests that intense, local storms are occurring more frequently. Pomfret will experience high intensity rain events in the future based on these trends. Due to Pomfret’s topography of steep slopes and narrow river valleys, fluvial erosion also has a high probability of future occurrence.

Pomfret maintains an up-to-date list of culverts and culvert condition, and has engaged in culvert upgrading since the 2009 Pomfret Annex was drafted. Approximately 200 culverts have been replaced and/or upgraded since Tropical Storm Irene occurred in 2011. No development projects are planned in Pomfret in areas that would be vulnerable to flooding. There are no repetitive loss properties in the Town of Pomfret on FEMA’s NFIP list. No detailed data was available for fluvial erosion damage in Pomfret in terms of numbers of acres lost during each event.

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Flash Flood/ Flood/ Fluvial Erosion	Many of Pomfret’s roads are vulnerable to erosional flooding due to steep terrain. Some of the most vulnerable for fluvial erosion or flooding include: Bartlett Brook’s lower section (floods regularly in the spring); Pomfret Brook, which runs along Pomfret/Stage Road; Gulf Stream along VT Route 12; Cloudland Brook; Mill Brook; and streams with past modification.	Culverts, bridges, road infrastructure are vulnerable. There are 37 residential and 8 commercial/industrial/public structures in the 100-year floodplain. Major commercial facilities that are vulnerable include Artistree community art center, Abbott Memorial Library, Teago General Store, Saskadena Six Ski area, Andrews Furniture, and Riverbend Home and Garden Supply. If all were damaged/destroyed in a severe flooding event, the damage would equal \$15,056,527.	Tropical Storm Irene: 4-7” across county (4.66” in South Pomfret). Specific data regarding number of acres of land lost to erosion were not available for events in Pomfret.	From Tropical Storm Irene (DR-4022 VT) \$852,116.71 in Pomfret in damages according to FEMA’s Public Assistance database (captures at least 70% of the total damage). For DR-4140 VT, parts of Pomfret Road, Cloudland Road and Galaxy Hill Road were damaged due to washouts/erosion.	Likely

3. Hurricanes and Tropical Storms

Hurricanes (storms with sustained winds greater than 74 mph) rarely reach as far inland as Vermont; more often, they have weakened to tropical storms. In either case, the high winds, heavy rains, and large affected areas from hurricane or tropical storms can make these rare events major disasters. The most infamous example of an actual

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(2)(i), 201.6(c)(2)(ii), and 201.6(c)(2)(iii) for **Hurricanes and Tropical Storms**.

hurricane hitting the state was the disastrous “Long Island Express” Hurricane of 1938. On September 21, 1938 a very fast-moving hurricane hit Vermont in the early evening, but was moving so fast that wind damage was more severe than damage from rain in places. However, there was severe flooding, as over 4 inches of rain accompanied the storm and followed upon the heels of preceding storms that had saturated the ground and raised river levels. Buildings were lost, power lines downed, and millions of trees were felled. Much more recently, Tropical Storm Floyd in September 1999 caused flooding and wind damage in parts of Vermont, as well as one fatality, and resulted in a federal disaster declaration.

Another flood that devastated Vermont, Windsor County, and Pomfret was the result of Tropical Storm Irene, which occurred on August 28, 2011. Record flooding was reported across the state and was responsible for several deaths, and millions of dollars of home, road and infrastructure damage. Due to the strong winds, there were 117,000 power outages across the state, and many did not have power restored for over a week. The damage and flooding caused by Tropical Storm Irene is considered to be the second greatest natural disaster in 20th and 21st century Vermont, second only to the Flood of 1927.

The following list indicates the history of occurrence with regard to this hazard in Windsor County (given that small population of Braintree, town-specific data is limited); an asterisk “*” denotes the few instances in which town-specific data is available, and federal disaster numbers are listed where appropriate.

History of Occurrences:

Date	Event	Location	Extent
08/28/2011* (DR 4022 VT for period of 8/26/2011 – 9/2/2011) (Tropical Storm Irene)	Severe Flash Flooding	Pomfret, county-wide	Tropical Storm. No wind speed data available. 4.66” of rain was reported in South Pomfret. Pomfret suffered \$852,116.71 in damages according to FEMA’s Public Assistance database (captures at least 70% of the total damage).

Date	Event	Location	Extent
9/16/1999 – 9/21/1999 (DR 1307 VT) (Tropical Storm Floyd)	High winds, flooding	County and state-wide	Tropical Storm Floyd’s rains and winds caused road and culvert washouts. 5.5 inches of rain fell in 24 hours in Pomfret. Specific power outage data for this event was unavailable. Wind speed for Windsor County was recorded as 34 knots.
9/21/1938 (“The Great New England Hurricane”)	High winds, flooding	State-wide	Hit Vermont as a Category 1 storm. High winds severely damaged trees, buildings, power lines. No available data on the size of the land area that was impacted. No wind speed or flood depth data available.

The primary impacts from tropical storms and hurricanes are high winds and flooding.

Historically, high winds have caused damage in Windsor County and in the Town of Pomfret specifically. Damage caused by high winds has included downed trees and power lines, and, as a result, power outages. Power outages can be particularly serious for “power critical customers” that do not have the luxury of having a generator. All parts of the Town are at risk of power outages during a tropical storm or hurricane event.

As described in the Flash Flood/Flood/Fluvial Erosion hazard analysis above, the following areas in Town particularly vulnerable to flooding: Bartlett Brook’s lower section; Pomfret Brook; Gulf Stream along VT Route 12; Cloudland Brook; Atwood Brook; Mill Brook. The Town of Pomfret completed a geo-referenced culvert inventory with assistance from Two Rivers-Ottawaquechee Regional Commission in 2013. The Town continuously updates the inventory and works to upgrade culverts. A considerable number of culverts have been upgraded in the Town of Pomfret as part of the Town’s recovery from Tropical Storm Irene. Since 2016, the Town has upsized culverts on Cloudland Road, Pomfret Road, Caper Street, and Howe Hill Road.

Hazard	Location	Vulnerability	Extent**	Observed Impact**	Likelihood/Probability
Tropical Storms and Hurricanes	Town wide for wind impacts. Generally speaking, the entire Town is vulnerable to flooding but "hot spots" include the following roads/areas: Bartlett Brook's lower section (floods regularly in the spring); Pomfret Brook running along Pomfret/Stage Road; Gulf Stream along VT Route 12; Atwood Brook; Cloudland Brook; and Mill Brook.	Town buildings, private buildings, utilities, culverts, bridges, and road infrastructure.	Tropical Storm Irene- 4-7" across county (4.66" in South Pomfret).	From Tropical Storm Irene (DR-4022 VT): \$852,116.71 in damages according to FEMA's Public Assistance database (captures at least 70% of the total damage). For declaration DR-4140 VT, parts of Pomfret Road, Cloudland Road and Galaxy Hill Road were damaged due to washouts and erosion.	Likely

****Note:** The main hazard caused by tropical storms and hurricanes is typically flooding (though not always). In addition, flooding is often the most expensive hazard caused by such storms. Therefore, the Extent and Impact categories for Tropical Storms and Hurricanes will reflect the data reported in the Flash Flood/Flood/Fluvial Erosion category, as it represents the higher limits of damage caused by severe weather.

4. Extreme Cold/Snow/Ice Storm

Winter storms are a regular occurrence in Vermont. They can consist of extremely low temperatures, intense wind chills, high snow accumulation levels, and/or ice accumulation. Severe winter storms can cause serious damage, including collapse of buildings due to overloading with snow or ice, brutal wind chills, downed trees and power lines, and stranded vehicles. People can be at risk of freezing in extended power outages if they lack wood heat or backup power. Individuals shoveling large accumulations of snow can also be at risk from frostbite, hypothermia, and heart attacks caused by cold and overexertion. While snow removal from the transportation system is standard fare in Vermont winters, extreme snow or ice can close rail and road systems, further jeopardizing any stranded persons that are in danger of freezing or needing medical assistance.

Severe winter storms include a blizzard on February 15-17 in 1958, which dumped over 30 inches and resulted in 26 deaths in New England. On December 26-27 in 1969, another blizzard left 18-36 inches of snow in northwestern Vermont and a whopping 45 inches in nearby Waitsfield. A string of storms in March 2001 hit the state, beginning with 15-30 inches on March 5-6th (later declared a federal disaster), 10-30 inches on the 22nd, and 10-20 inches on the 30th. Recent years have seen wet snow storms that have toppled trees and caused widespread power outages.

The worst winter storm in terms of damage to hit the state recently was not a snow storm, but an ice storm. In January of 1998, just the right combination of precipitation and temperature led to more than three inches of ice in spots, closing roads, downing power lines, and snapping thousands of trees. This storm was estimated as a 200-500 year event, meaning it has a .5%-.2% chance of occurring every year. Power was out up to 10 days in some areas, and 700,000 acres of forest were damaged in Vermont. Amazingly, Vermont suffered no fatalities, unlike Quebec where 3 million people lost power and 28 were killed. The Town of Pomfret was significantly impacted by this ice storm.

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(2)(i), 201.6(c)(2)(ii), and 201.6(c)(2)(iii) for **Extreme Cold/Snow/Ice Storm**.

Over the past few winters, Pomfret has received numerous snow storms that have dropped significant amounts of snow over a one or two day period. However, the details of these events and the damage they caused are overshadowed by winter weather events of the past. This is not to say such extreme events will not repeat themselves. It should be assumed that extreme winter weather events will occur at some point in the future. The following table documents the occurrence of extreme cold/snow/ice storms in the Town of Pomfret and in Windsor County.

History of Occurrences:

Date	Event	Location	Extent and Impacts
Period from 3/13/23 – 3/15/23	Winter Storm	County-; region-wide	A heavy, wet snow fell across the county with a general 10 to 24+ inches of snow, the higher totals at higher elevations. Damages included downed trees and numerous power outages.
2/3/2023	Extreme Cold	Pomfret; County-; region-wide	An arctic airmass entered Vermont. The daytime temperature range was 0 to -15 degrees F, with windchills of 20 to 40 degrees (F) below 0. Overnight lows were 15 to 30 degrees (F) below zero with minimum wind chill values of 30 to 45 degrees below zero.
Period from 12/16/2022- 12/17/2022	Winter Storm	Pomfret; County-; region-wide	A heavy wet snow fell across Windsor county, totaling 22 inches in Pomfret. There were numerous power outages that lasted several days.
Period from 1/14/2022 – 1/15/2022	Extreme Cold	Pomfret; County-; region-wide	An arctic cold front pushed overnight temperatures to 10 to 25 degrees F below 0, with windchills of 25 to 40 degrees below 0.
Period 3/22/2019 – 3/23/2019	Winter storm	Pomfret; County-; region-wide	A heavy wet snow fell across the county, totaling 11 inches in Pomfret. The weight of the snow and wind gusts of 15 to 25 mph brought down trees, resulting in widespread power outages.
Period 12/12/2017 – 12/13/2017	Winter Storm	Pomfret; County-; region-wide	A storm brought 16 inches of snow to Pomfret.
Period from 12/09/2014— 12/12/2014 (DR-4207 VT)	Winter Storm	Pomfret; County-; region-wide	Heavy, wet snow brought down trees and power lines, leading to power outages. Pomfret experienced 9 inches of snow accumulation that caused an estimated \$30,000 in debris clean-up costs. Widespread power outages occurred in Pomfret that affected 661 total power customers. 232 customers lost power for 2.3 hours, but the larger portion of those affected lost power for more than 43 hours.

Date	Event	Location	Extent and Impacts
Period from 03/12/2014—03/13/2014	Snow Storm	Pomfret; County-; region-wide	A major snowstorm with near blizzard conditions at times impacted portions of northern New York on March 12th and lingered into the morning hours of March 13 th . Numerous motor vehicle accidents and school and business closures resulted due to the storm on both March 12th and 13th. 22" of snow accumulated in Pomfret. No significant power outages occurred in Pomfret.
Period from 02/13/2014—02/14/2014	Winter Storm	County-; region-wide	A Winter storm, responsible for record ice and snow across the southeast United States on February 12th, moved and redeveloped off the southeast United states coastline on February 13th. Snowfall across Windsor county was 12 to 20+ inches.
02/05/2014	Snow Storm	County-; region-wide	Snowfall was at its peak during both the morning and afternoon/evening commutes causing hazardous travel. 8 to 12 inches of snow fell across the county.
Period from 12/29/2013—12/30/2013	Winter Storm	County-; region-wide	A wet, heavy 6 to 10 inches of snow fell across Windsor county. No significant power outages occurred in Pomfret.
Period from 12/14/2013—12/15/2013	Snow Storm	County-; region-wide	The first widespread snowfall of the 2013-14 winter season. The typical impacts associated with this storm were the numerous vehicle accidents, especially being the first storm of the season. A widespread 10 to 15 inches of snow fell across Windsor county. No significant power outages occurred in Pomfret.
Period from 03/18/2013—03/19/2013	Snow Storm	County-; region-wide	8 to 14 inches of snow fell across the county, with lower amounts falling in the valleys and higher amounts accumulating above 1000 feet. Numerous vehicle accidents occurred, some involving tractor trailers. No significant power outages occurred in Pomfret.
Period from 12/26/2012—12/27/2012	Winter Storm	County-; region-wide	Snowfall totals of 6 to 12 inches were common in Windsor county. No significant power outages occurred in Pomfret.
Period from 04/28/2012—04/30/2012	Frost/ Freeze	County-; region-wide	Several consecutive days of sub-freezing temperatures from the morning of April 28th to the morning of April 30th lead to damaging and possibly devastating killing freezes for various fruit-bearing crops in Vermont. Although these temperatures may not be seasonably uncommon, the preceding record breaking late winter and early spring warmth accelerated bud development in fruit crops by 2-3 weeks. However, minimum temperatures in the teens and lower 20s likely impacted other regions as well. Fruit crop damage estimates may exceed 25 percent of normal harvest. No significant power outages occurred in Pomfret.
Period from 11/22/2011—11/23/2011	Winter Storm	County-; region-wide	6 to 12 inches of a heavy, wet snow mixed with rain and sleet at times fell across Windsor county. 2 power customers were affected for about 2 hours.
Period from 03/06/2011—03/07/2011	Winter Storm	Pomfret; County-; region-wide	Snowfall amounts of 4 to 16 inches were reported in Windsor county with the largest totals in the northwest and lesser amounts in the southeast. In addition 1/4 to 1/2 inch of ice occurred as well with the greatest totals in the southeast. 12" in Pomfret. 1 power customer in Pomfret was affected for 1.2 hours.
Period from 02/05/2011—02/06/2011	Winter Weather	County-; region-wide	A heavy wet snow quickly changed to a prolonged period of sleet and freezing rain as well as some thunderstorms. Combined snow and sleet accumulations were 3 to 6 inches. The weight of this additional snow, sleet and freezing rain contributed to several roof barn collapses in some towns. No significant power outages occurred in Pomfret.
01/12/2011	Winter Storm	Pomfret; County-; region-wide	Generally 8 to 15 inches of snow fell across Windsor county. 11" accumulated in Pomfret. No significant power outages occurred in Pomfret.
Period from 12/26/2010—12/27/2010	Winter Storm	County-; region-wide	Snowfall totals of 6 to 15 inches with localized higher amounts occurred as well as considerable blowing and drifting of the snow due to north winds of 15 to 25 mph with gusts approaching 40 mph. No significant power outages occurred in Pomfret.

Date	Event	Location	Extent and Impacts
Period from 1/14/2009 – 1/18/2009	Extreme Cold	County-; region-wide	An arctic cold front brought daytime maximum temperatures that ranged from single digits (F) above and below zero during this stretch, while nighttime minimums were 10 to 30 degrees F below zero.
Period from 02/08/2008— 02/09/2008	Winter Storm	County-; region-wide	This snowfall event was a two-part system across Vermont. The first part was largely confined to the northern half of Vermont and occurred during the morning and afternoon hours of February 8th. The second event was a large, powerful Nor'easter that moved south of Long Island and Cape Cod during the night of February 8th. 8 to 16 inches of snow fell across Windsor county. 2 power customers in Pomfret were affected for 2.23 hours.

The Town of Pomfret is no stranger to winter weather and the hazards that it brings. Depending on the event, though especially with heavy, wet snow or ice, electricity may be knocked out for a few hours or days. The utility company currently serving the Town of Pomfret, Green Mountain Power, has followed a regular tree-trimming schedule. Pomfret town officials believe this is satisfactory to mitigate damage and the power outages caused by downed trees and tree limbs during a heavy, wet snow or ice event. In the event of an extended power outage, the Town would open its emergency shelter at the Pomfret Elementary School.

Heavy, wet snow or large quantities of snow may also leave structures vulnerable to roof collapse. Roof collapse occurs when the structural components of a roof can no longer hold the weight of snow. Flat roofs are the most vulnerable to collapse because they do not drain well and the snow on the roof soaks up water like a sponge, increasing the weight that the roof must bear. More common, it seems, is the collapse of barns commonly used for livestock sheltering and other agricultural purposes. Unfortunately, livestock in the barn are often killed, and equipment stored in the barn may be damaged or ruined. It is difficult to determine whether a residential structure or a barn would be rebuilt after a roof collapse because the decision to rebuild would likely depend on the extent of damage. The collapse of a barn roof is likely to be a total loss, and the collapse of a house roof may be a 50% loss, not including the loss of livestock.

In general, winter weather is most hazardous to travelers. Icy and snow-covered roads present multiple examples of dangerous driving conditions and situations. In Pomfret, the mountainous terrain, steep slopes, and remoteness of some roads further complicate travel. The Town relies on Travel Advisories issued by the State of Vermont Department of Emergency Management Homeland Security and the National Weather Service to alert residents of dangerous travel weather. Despite this, it is difficult to prohibit people from driving during winter weather events. As a result, emergency services personnel must always be prepared to provide assistance to stranded drivers or to those who have been in an accident. Damages to vehicles as a result of poor driving conditions may vary from minimal damage to a totaled vehicle. Health impacts could vary significantly.

Hazard	Location	Vulnerability	Extent	Observed Impact	Likelihood/Probability
Extreme Cold/ Snow/ Ice Storm	Town wide	The entire Town is vulnerable, including road infrastructure, town and privately owned buildings, and utility infrastructure. Many of Pomfret’s homes are old, predating the advent of central heating. Extreme temperatures can be particularly harmful to older adults who live in these homes.	Snow fall has varied, from a few inches to over a foot or more. Heavy snow and wind has downed trees and power lines. Snow/ice contributed to hazardous driving conditions. In February 2023, the minimum windchill was -45 degrees F. The December 2022 storm dropped 22 inches of snow on Pomfret and caused power outages that lasted several days.	From the December 2014 storm (DR-4207 VT), an estimated \$30,000 in damages, mostly from debris clean-up costs.	Highly likely

C. Vulnerability Summary

As a result of the above profiled hazards, the Town believes the following vulnerabilities to be of highest concern due to their potentially severe consequences and likelihood of occurrence:

- **Ice Jams:** Ice jam threats consist of two undersized bridges near Teago General Store in South Pomfret. These bridges are subject to seasonal flooding and are vulnerable to jamming events.
- **Flash Flood/Flood/Fluvial Erosion:** One of the worst threats, flooding impacts roads and the village center, especially facilities for children, elders, and community emergency shelters. Under-sized bridges and culverts factor into the threat, with Pomfret being home to several undersized bridges and flooding hot spots, including Bartlett Brook’s lower section (floods regularly in the spring); bridges in South Pomfret near Teago General Store; Pomfret Brook running along Pomfret/Stage Road; Gulf Stream along VT Route 12; Atwood Brook; Cloudland Brook; and Mill Brook. Furthermore, flood hazard mapping (Special Flood Hazard Areas) does not adequately encompass all areas that could be flooded, thus potentially making some residents too complacent in regard to the threat. In addition, numerous homes and public facilities are located in the 500-year floodplain and could be impaired by a major flood event. Vulnerable commercial and public structures to severe weather and flooding include Artistree community art center, Abbott Memorial Library, Teago General Store, Saskadena Six Ski area, Andrews Furniture, and Riverbend Home and Garden Supply. If all were damaged/ destroyed in a severe flooding event, the damage would equal \$15,056,527.

- **Extreme Cold/Snow/Ice Storms:** Lack of access to power and telecommunication services throughout the Town could severely impede response efforts, and could be especially harmful to vulnerable populations (e.g., the elderly and disabled). All parts of Town are at risk from these impacts.
- **Tropical Storms and Hurricanes:** The primary impact from tropical storms and hurricanes is flooding. The most vulnerable areas are listed under flooding, above.

VI. Mitigation

A. Mitigation Goals

- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of ice jams.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of flash flooding, flooding and fluvial erosion.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of tropical storms and hurricanes.
- To reduce injury and losses, including loss of life and to infrastructure, structures and businesses, from the natural hazard of extreme cold, snow storms and ice storms.

B. Excerpted Town Plan Goals & Objectives Supporting Local Hazard Mitigation

NOTE: The language listed below was excerpted from the 2016 Pomfret Town Plan .

- The Town shall protect the flood hazard areas through continued application of the Flood Overlay and enforcement of Flood zoning. (p.39)
- The Town will strive to avoid and minimize the loss of life and property, the disruption of commerce, and the extraordinary public expenditures and demands on public services that result from flooding related inundation and erosion. (p.39)
- The Town shall ensure that the selection, design, creation, and use of development in hazard areas is safe and accomplished in a manner that is consistent with public well-being, does not impair stream equilibrium, flood plain services, or the stream corridor. (p.39)
- The Town shall manage all flood hazard areas designated pursuant to 10 V.S.A. Chapter 32 § 753, the municipal hazard mitigation plan; and make the Town of Pomfret, its citizens, and

businesses eligible for federal flood insurance, federal disaster recovery funds, and hazard mitigation funds as may be available. (p.39)

- Schedule regular inspections of roads, bridges, and culverts to determine repair needs on a priority basis. (p.58)
- Design roads and all development in Pomfret to be accessible to emergency vehicles year-round. (p. 67)
- Only agriculture, recreational and open space uses should be allowed in floodplains. (p.96)
- New development within the town's 100-year floodplain is discouraged, excluding properly designed outbuildings and renovations that meet the requirements for Flood Hazard regulation as stipulated by the Federal Emergency Management Agency. (p.96)
- Ensure that any new development allowed creates "no adverse impact" through design and mitigation measures. (p.96)
- Reduce impervious cover that leads to flash flooding, and increase retention and infiltration of rain. (p.96)
- Lessen the conflict between roads and streams by moving the roads when possible, abandoning redundant bridges, or upsizing water crossings. (p.96)
- Adopt road and bridge standards to the 50 or 100 year storm level. (p.96)
- Continue to promote emergency planning for flood response. (p.97)
- Strengthen Pomfret's Flood Hazard Bylaws to mitigate risks to public safety, critical infrastructure, historic structures and municipal investments from inundation and erosion. (Planning Commission) (p.97)
- Work with VTrans on improving the flood capabilities of state-owned infrastructure or town infrastructure. (Planning Commission) (p.97)
- Continue to develop emergency preparedness procedures. (Emergency Coordinator and Selectboard) (p.97)

The Pomfret Town Plan was adopted on August 17, 2016, and has an 8-year lifespan. A draft plan is currently being updated for adoption in early 2024.

C. Hazard Mitigation Strategies: Programs, Projects & Activities

Vermont Emergency Management encourages a collaborative approach to achieving mitigation at the local level through partnerships with Vermont Agency of Natural Resources, VTTrans, Vermont Agency of Commerce and Community Development, Regional Planning Commissions, FEMA Region

This section of the Plan satisfies the requirements of 44 CFR 201.6(c)(3)(ii), 201.6(c)(3)(iii) and 201.6(c)(3)(iv).

1, and others. That said, these agencies and organizations can work together to provide assistance and resources to towns interested in hazard mitigation projects.

With each mitigation strategy, general details about the following are provided benefits, cost, resources, responsible parties, timeframe, and prioritization.

A “High” prioritization indicates that the benefits provided by the strategy will address critical and urgent need, or the benefits are greater than those expected from other actions with similar costs. A high priority strategy is known or reasonably expected to be feasible from a technical and political standpoint, the potential funding is readily available, and the implementation timeframe is less than 2 years. A “Medium” prioritization indicates that the benefits provided by the strategy are addressing needs that are less critical and not urgent, or the benefits are lower than those expected from actions with similar costs. For medium priority projects, uncertainties over a project’s technical or political feasibility may exist, potential funding is readily available (or is reasonably expected to become available within the implementation timeframe), and the implementation timeframe is more than 2 years but less than 4. A “Low” prioritization indicates that the benefits provided by the strategy are lower than those expected from other actions identified in this plan; the strategy is not addressing an urgent or critical need. For low priority strategies, uncertainties over a project’s technical, political, or financial feasibility may exist, and the implementation timeframe is more than 4 years.

The Town of Pomfret understands that, in order to apply for FEMA funding for mitigation projects, a project must meet more formal FEMA benefit cost criteria. A project seeking FEMA funds would undergo a full benefit-cost assessment in the FEMA-approved format. The Town must have a FEMA-approved Hazard Mitigation Plan as well.

The following mitigation strategies will be incorporated into the Town of Pomfret’s long-term land use and development planning documents. Specifically, the Town will review and incorporate elements of this Local Hazard Mitigation Plan into updates for the municipal plan (particularly in goal, policy, and recommendation language), zoning regulations, and flood hazard bylaws. The incorporation of the goals and strategies listed in the Local Hazard Mitigation Plan into the municipal plan, zoning regulations, and flood hazard bylaws will also be considered after declared or local disasters. The Town shall also consider reviewing any future TRORC planning documents for ideas on future mitigation projects and hazard areas.

Hazards Addressed	Action	Benefits	Cost	Resources*	Responsible Party / Parties	Timeframe	Priority
All Hazards	Address Teago intersection traffic hazard by realigning roadways and creating sidewalks.	Improved pedestrian, bicyclist, and vehicular safety at all times of year	High (current estimate: \$800,000-\$1,000,000)	Local Resources, VTrans grants, ACCD Better Places Grant Program	Selectboard	Spring 2024 – Fall 2026	High / Medium, depending on grant success
	Ensure that Pomfret’s Local Emergency Management Plan (LEMP) is kept up-to-date and identifies vulnerable areas and references this Plan.	Improved coordination and response during hazard events, reduced risk to life and safety	Low	Local resources; TRORC; Vermont Department of Emergency Management & Homeland Security (DEMHS)	Selectboard (primary), Emergency Management Director	Annually	High
	Maintain up-to-date Road and Bridge Standards so that Pomfret effectively maintains its road infrastructure to be resilient to hazard events.	Reduced risk of infrastructure failure	Low	Local resources	Selectboard (primary), Road Foreman	Annually	High
	Continue using the Pomfret Listserv and various town websites to disseminate emergency alerts and information during hazard events, including directions to neighboring towns’ shelters.	Reduced risk to life and safety during hazard events	Low	Local resources	Selectboard (primary), Fire Department, Emergency Management Director	Annually	High
	Consistently document infrastructure damage after weather events.	Systematic prioritization of infrastructure needs	Low	Local resources	Road Foreman (primary), Emergency Management Director, Selectboard	Annually	High

Hazards Addressed	Action	Benefits	Cost	Resources*	Responsible Party / Parties	Timeframe	Priority
Ice Jams	The Road Foreman will conduct outreach to individual landowners as needed to ensure that snow is not plowed into brooks / streams.	Decreased risk of ice jams forming	Low	Local resources	Road Foreman	Spring 2024, ongoing	High
	Explore possibility of hiring a contractor to take on the task of breaking up ice during hazardous conditions prior to snowmelt.	Increased town capacity to prevent ice jams before they become an emergency	Low	Local resources	Selectboard	Spring 2024	Medium
Flash Flood / Flood / Fluvial Erosion	Improve road edges with 2 foot ditches that are stone-lined, and create cuts to drain water from roads	Reduced risk of flooding	Medium	Local resources	Road Foreman (primary), Selectboard	Spring through fall 2024-2029	High
	Keep ditches and culverts clear.	Reduced risk of flooding	Low	Local Resources;	Road Foreman (primary), Selectboard	Annually	High
	Upsize 2 culverts on Pomfret Road (Johnson Rd intersection and Galaxy Hill intersection) that are currently causing downstream erosion.	Reduced fluvial erosion	Medium	Local resources, VTrans, BRIC, HMGP	Road Foreman (primary), Selectboard	Spring/summer 2027	Medium
	Upsize 1 culvert on Wild Apple Rd. If the culvert fails, homes may be isolated by floodwaters.	Reduced risk of structure failure, reduced risk of flooding	Medium	VTrans Structures Grant	Road Foreman (primary), Selectboard	Spring/Summer 2024	High

Hazards Addressed	Action	Benefits	Cost	Resources*	Responsible Party / Parties	Timeframe	Priority
Extreme Cold/Snow/Ice Storm	Clear and maintain town road rights-of-way, which will reduce the loss of life and infrastructure damage during snow and ice storms. (Mitigation)	Reduced risk of vehicular accidents, reduced risk to life and safety	Medium	Local resources	Highway Department (primary), Selectboard	Annually	High
	Update and maintain existing list of populations that are vulnerable to extreme cold and other hazards. Call and visit vulnerable residents, if necessary, in the event that a hazard occurs. By maintaining this list, the health of vulnerable populations will be protected. (Mitigation)	Reduced risk to life and safety during hazard events	Low	Local resources	Emergency Management Director (primary), Selectboard	Annually	High
	Conduct outreach to educate and raise awareness about the importance of cleaning off vents during heavy snow events, to prevent carbon monoxide poisoning.	Reduced risk to life and safety during hazard events	Low	Local resources	Fire Department (primary), Emergency Management Director, Selectboard	Annually	High
Tropical Storms / Hurricanes	Conduct outreach to raise public awareness of steps they can take to be prepared and stay safe during a storm	Reduced risk to life and safety during storms	Low	Local resources	Emergency Management Director (primary), Fire Department Selectboard,	Annually	High
	Conduct outreach to raise community awareness of local and state protections for riparian vegetation and wetlands.	Increased capacity of streams to hold floodwaters	Low	Local resources, state (ANR) resources	Planning Commission (primary), Zoning Administrator, Selectboard	2024, 2025	High

*Depending on the mitigation action, local resources may include the following: Town personnel/staff time; Town volunteer time; Town budget line items, donations, cash from capital campaigns, among others.

CERTIFICATE OF ADOPTION
<<DATE>>
TOWN OF Pomfret, Vermont Selectboard
A RESOLUTION ADOPTING THE TOWN OF POMFRET, VT 2023 LOCAL HAZARD MITIGATION PLAN

WHEREAS, the Town of Pomfret has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of the hazards profiled in the **2023 LOCAL HAZARD MITIGATION PLAN**, which result in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Town of Pomfret has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its **2023 LOCAL HAZARD MITIGATION PLAN** under the requirements of 44 CFR 201.6; and

WHEREAS, the **2023 LOCAL HAZARD MITIGATION PLAN** specifically addresses hazard mitigation strategies, and Plan maintenance procedures for the Town of Pomfret; and

WHEREAS, the **2023 LOCAL HAZARD MITIGATION PLAN** recommends several hazard mitigation actions (projects) that will provide mitigation for specific natural hazards that impact the Town of Pomfret with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, adoption of this **2023 LOCAL HAZARD MITIGATION PLAN** will make the Town of Pomfret eligible for funding to alleviate the impacts of future hazards; now therefore be it

RESOLVED by Town of Pomfret Selectboard:

1. The **2023 LOCAL HAZARD MITIGATION PLAN** is hereby adopted as an official plan of the Town of Pomfret;
2. The respective officials identified in the mitigation actions of the **2023 LOCAL HAZARD MITIGATION PLAN** are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as part of this resolution for a period of five (5) years from the date of this resolution; and
4. An annual report on the process of the implementation elements of the plan should be presented to the Selectboard by the Emergency Management Director or Coordinator.

IN WITNESS WHEREOF, the undersigned have affixed their signature and the corporate seal of the Town of Pomfret this ____ day of _____, 20__

Selectboard Chair

Selectboard Vice-Chair

Selectboard Member

Selectboard Member

Selectboard Member

ATTEST

Town Clerk

Appendices

Appendix A: Hazard Ranking Methodology

<u>Frequency of Occurrence</u> Probability	<u>Warning Time</u> Amount of time generally given to alert people to hazard	<u>Potential Impact</u> Severity and extent of damage and disruption
<p>1 = <i>Unlikely</i> <1% probability of occurrence per year</p> <p>2 = <i>Occasionally</i> 1–10% probability of occurrence per year, or at least one chance in next 100 years</p> <p>3 = <i>Likely</i> >10% but <75% probability per year, at least 1 chance in next 10 years</p> <p>4 = <i>Highly Likely</i> >75% probable in a year</p>	<p>1 = More than 12 hours</p> <p>2 = 6–12 hours</p> <p>3 = 3–6 hours</p> <p>4 = None–Minimal</p>	<p>1 = <i>Negligible</i> Isolated occurrences of minor built or natural environmental damage, potential for minor injuries, health, or well-being impacts, or minimal economic disruption</p> <p>2 = <i>Minor</i> Isolated occurrences of moderate to severe built or natural environmental damage, potential for injuries or health or well-being impacts, minor economic disruption.</p> <p>3 = <i>Moderate</i> Severe built or natural environmental damage on a community scale, injuries, fatalities or impacts to individual and community well-being, short-term economic impact.</p> <p>4 = <i>Major</i> Severe built or natural environmental damage on a community or regional scale, multiple injuries or fatalities or severe long-term impacts to individual and community well-being, significant long-term economic impact.</p>

The Hazard Score is the sum of the numerical values assigned to Frequency of Occurrence, Warning Time, and Potential Impact.

Appendix B: Bridges Damaged During Tropical Storm Irene

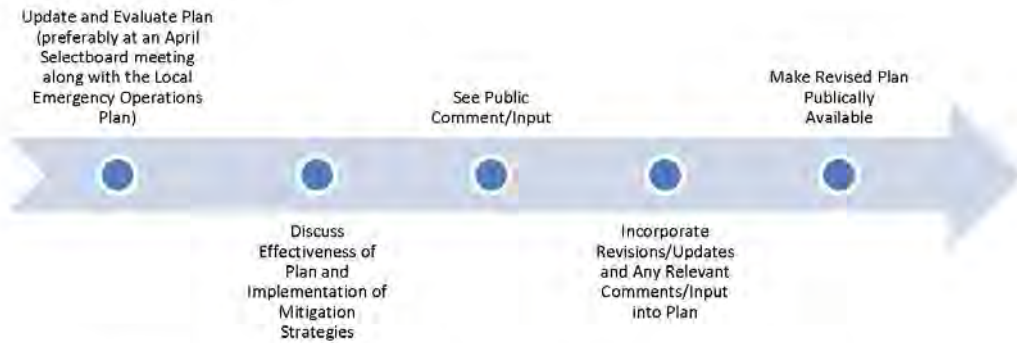
STRC_LBL	LocationDe	DamageDesc
B23	Bartlett Brook Road TH39	major washout, lost culverts
B25	Cloudland Road TH5, TH37	three major sections washed out
B37	Starbuck Road TH23 - two sections	
B22	Wayside Road TH48	major washout, debris in channel, culvert too small
B36	Wayside Road TH48	major washout, debris in channel, culvert too small
B33	Blackmer Road TH10 - top and bottom sections	road, culvert washout
B30	Sessions Meadow TH42	road washout, culvert needs permanent fix
B2	Wild Apple Road TH33 - entire length	road, culvert washout
B27	Wild Apple Road TH33 - entire length	road, culvert washout
TU17	Barber Hill TH5	major washout
B21	Barber Hill TH5	major washout
B32	Bunker Hill Road TH29 - up to Kings Highway	major washout
B54	Bunker Hill Road TH29 - up to Kings Highway	major washout
B14	White River Lane TH18	culvert scour and road edge
B55	Cloudland Road TH5, TH37	three major sections washed out

Appendix C: Five-Year Review and Maintenance Plan

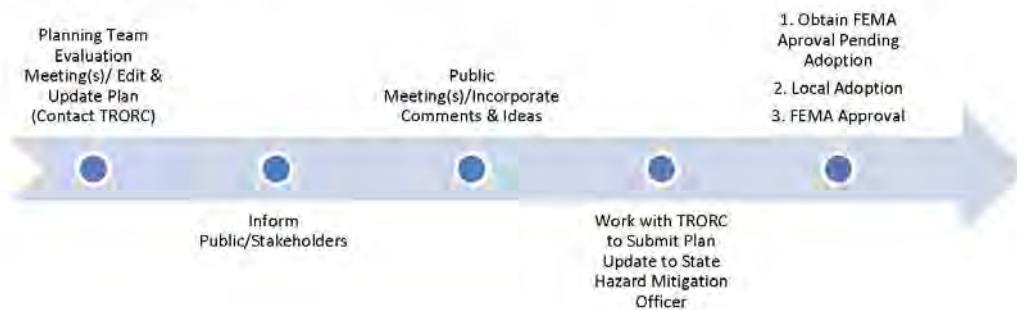
Five-Year Local Hazard Mitigation Plan Review/Maintenance



After Plan Adoption—Annually Implement & Evaluate



Fifth Year, and After a Major or Federally Declared Disaster Directly Impacting the Town Evaluate & Revise



Appendix D: Critical Stream Crossings

Critical crossings group one includes stream crossing structures on town highways that cross third order streams or larger. Headwater streams generally include first through third order. Third order was included as these headwater streams will have larger drainage areas and may have larger structures that are more difficult to replace and have a larger impact on the road network. Most of these are bridges.

Local ID	Road Name	Latitude	Longitude	Birdge/Cul Type	Span/Wid	Height	Length	Bankfull Width	Openness
2	POMFRET RD	43.721381936	-72.427772797	30	120	120	150	13	0.769231
94	POMFRET RD	43.665086801	-72.538802485	33	18	18	60	2	0.75
2	BUNKER HILL RD	43.718874439	-72.479453602	30	120	120	45	5	2
1	KENYON HILL RD	43.724414677	-72.443540818	30	144	144	150	16	0.75
8	HEWITT HILL RD	43.723312151	-72.505164872	30	48	48	60	12	0.333333
11	BUNKER HILL RD	43.711956670	-72.478345286	32	60	48	25	7	0.714286
1	BUNKER HILL RD	43.719931508	-72.481195244	30	120	120	60	16	0.625
13	BARBER HILL RD	43.661348994	-72.523055593	30	60	60	35	16	0.3125
15	BARBER HILL RD	43.659968538	-72.525224296	30	16	16	40	4	0.333333
7	STAGE RD	43.673953688	-72.557284359	32	144	72	90	20	0.6
2	OLD KINGS HWY	43.707631868	-72.489403705	30	36	36	25	9	0.333333
16	BARBER HILL RD	43.659792523	-72.526637559	30	16	16	25	0	unknown
2	ALLEN HILL RD	43.729512189	-72.501275960	32	120	60	70	5	2
36	CLOUDLAND RD	43.645521319	-72.507373393	32	36	36	35	12	0.25
8	BUNKER HILL RD	43.715387269	-72.477350698	32	72	60	35	5	1.2
B7	POMFRET RD	43.654775351	-72.528701753	99	unknown			8	unknown
B39	BUNKER HILL RD	43.719746420	-72.481258109	99	unknown			10	unknown
B54	BUNKER HILL RD	43.715374043	-72.477286225	99	unknown			15	unknown
B32	BUNKER HILL RD	43.718813691	-72.479440741	99	unknown			5	unknown
B21	BARBER HILL RD	43.661248391	-72.523061816	99	unknown			11	unknown
B6	POMFRET RD	43.679784873	-72.528392006	99	unknown			23	unknown
B20	BARBER HILL RD	43.659551964	-72.526883509	99	unknown			0	unknown
B34	TOWN HWY 27	43.660034489	-72.525049255	99	unknown			0	unknown
B11	POMFRET RD	43.720743043	-72.489642861	99	unknown			12	unknown
B42	KENYON HILL RD	43.724452027	-72.443479832	99	unknown			25	unknown
B37	STARBUCK RD	43.723748627	-72.463281262	99	unknown			0	unknown
B26	HOWE HILL RD	43.729561613	-72.497656439	99	unknown			14	unknown
B3	POMFRET RD	43.723120812	-72.500713618	99	unknown			16	unknown
B40	ALLEN HILL RD	43.729527450	-72.501600772	99	unknown			0	unknown
B5	POMFRET RD	43.665244570	-72.538739713	99	unknown			0	unknown
B4	POMFRET RD	43.722636584	-72.497346443	99	unknown			5	unknown
B14	POMFRET RD	43.721300922	-72.427718127	99	unknown			13	unknown
B8	BROAD BROOK RI	43.738031577	-72.542691141	99	unknown			19	unknown
B9	STAGE RD	43.664725762	-72.538938527	99	unknown			14	unknown
B36	WAYSIDE RD	43.659913603	-72.571171813	99	unknown			30	unknown

Appendix E: Example of Meeting Announcements Distributed via Pomfret Listserv

Public Notice

Local Hazard Mitigation Planning

The Town of Pomfret is updating its Local Hazard Mitigation Plan. Local Hazard Mitigation Plans enable towns to qualify for grant funds, and they make our communities safer. The next Pomfret Hazard Mitigation planning meeting is scheduled for Thursday, September 21st, 2023, at 7:00 PM in person at the Pomfret Town Offices at 5218 Pomfret Rd, North Pomfret, VT 05053. The main focus of the meeting will be to discuss priority hazards and associated mitigation strategies.

The meeting is open to all interested community members. If you need accommodations for this meeting, please contact Sarah Wraight at swraight@trorc.org.

Local Hazard Mitigation Plans are part of an effort by the Federal Emergency Management Agency (FEMA) to reduce damage from foreseeable natural and human-caused hazards. Examples of projects in local plans include increasing culvert sizes, regulating flood hazard areas, stabilizing landslides, and tree trimming near power lines. For more information, please contact Sarah Wraight at swraight@trorc.org.

Appendix F: TRORC Newsletter Announcement, January 2023



Two Rivers-Ottawaquechee REGIONAL COMMISSION



News & Notes January 2023



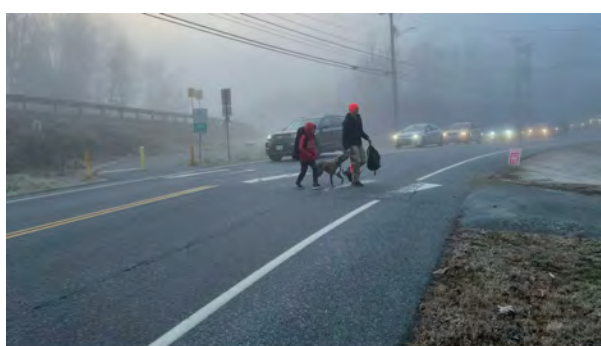
Barnard, VT | Photo by: John Knox

PROJECT UPDATES AND REMINDERS

If your community is interested in applying for Village Designation, contact Sydney Steinle at 802-457-3188 ext. 3006 or at ssteinle@trorc.org.



Echo Lake Inn, Plymouth | Photo by: Jay Kullman



Crossing at Christian St. in Hartford | Photo by: Matt Osborn, Town Planner, Town of Hartford 2022

2022 Safe Routes to School Infrastructure Program Awards

Congratulations to the Town of Hartford and Town of Rochester who were awarded 2022 Safe Routes to School Infrastructure Program Grants. The intent of this grant opportunity is to make important spot improvements that will make it easier for children to walk or bike to school. All project costs (design, construction, etc.) will be paid with Federal Safe Routes to School funds that do not require local match.

The Town of Hartford's approved project is improving the pedestrian crossings at Christian St. and Gillette St. in Hartford towards Dothan Brook Elementary School. The Town of Rochester's approved project is re-constructing a sidewalk to be ADA compliant on Bethel Mountain Rd from School St. to Brook St. and adding Rectangular Rapid Flashing Beacons on the crosswalk on Route 100 by Rochester Elementary School. TRORC staff is pleased to have worked closely with these two towns on their successful grant applications.

Meeting Notification: Pomfret

TRORC is currently under contract with the Town of Pomfret to update and prepare their Local Hazard Mitigation Plan. Local Hazard Mitigation Plans enable towns to qualify for grant funds, and they make our communities safer. The first Pomfret Hazard Mitigation planning meeting is scheduled for Thursday, January 19, 2023, at 6:00 PM at the Pomfret Town Clerk's office: 5218 Pomfret Rd., North Pomfret, VT 05053. The focus of the meeting will be to set the agenda and timeline for plan review, review top hazards, and to set mitigation goals and strategies.

The meeting is open to all interested community members. Local Hazard Mitigation Plans are part of an effort by the Federal Emergency Management Agency (FEMA) to reduce damage from foreseeable natural and human-caused hazards. Examples of projects in local plans include increasing culvert sizes, regulating flood hazard areas, stabilizing landslides, and tree trimming near power lines.

For more information, please contact Connor Rigney at crigney@trorc.org.

Appendix G: Glossary of Acronyms

BRIC: Building Resilient Infrastructure and Communities Grant Program

CFR: Code of Federal Regulations

DEMHS: Department of Emergency Management and Homeland Security

FEMA: Federal Emergency Management Agency

FIRM: Flood Insurance Rate Map

HAZMAT: Hazardous Materials

HMGP: Hazard Mitigation Grant Program

NFIP: National Flood Insurance Program

LEMP: Local Emergency Management Plan

PDM: Pre-Disaster Mitigation Plan

RC: River Corridor

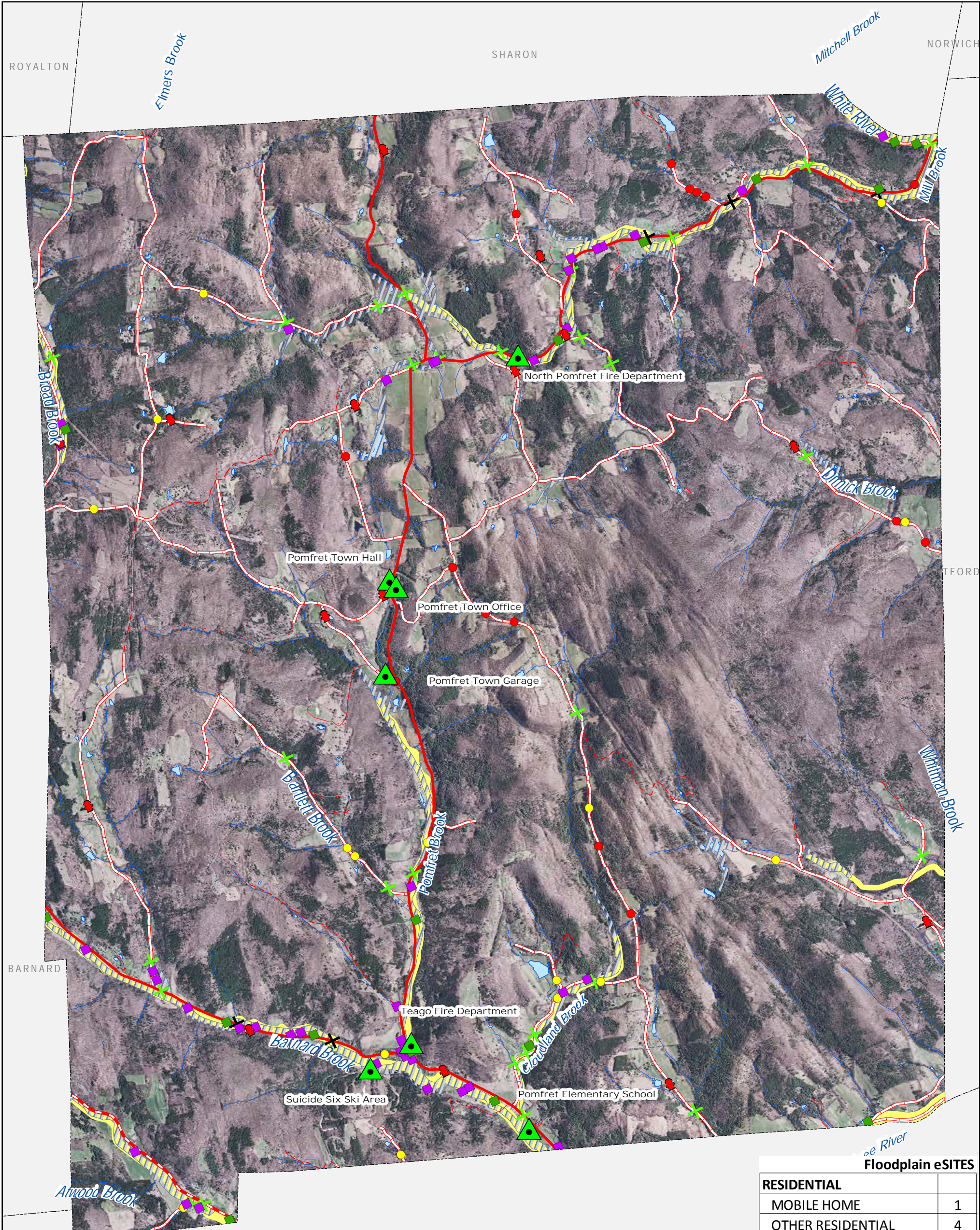
RRP: Rapid Response Plan

SFHA: Special Flood Hazard Area

TRORC: Two Rivers-Ottawaquechee Regional Commission

Attachments

Attachment A: Map of the Town of Pomfret

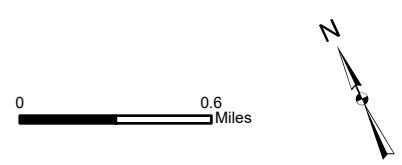


Legend

Critical Facilities	Culvert Condition
▲ Critical Facilities	● Critical
🔥 HYDRANTS	● Poor
Properties Near Water Bodies	⊕ State Owned Bridge
■ Sites in Flood Hazard Area	⊕ Town Owned Bridge
■ Sites in River Corridor	Windsor County
	▨ Flood Hazard Area
	■ River Corridors

Floodplain eSITES	
RESIDENTIAL	
MOBILE HOME	1
OTHER RESIDENTIAL	4
SINGLE FAMILY DWELLING	37
COM/IND/PUB	
COMMERCIAL	6
EDUCATIONAL	1
LODGING	1
Grand Total	58

Flood Region:
National Flood Insurance Program
Digital Flood Insurance Rate Map Data



Town of Pomfret, Vermont



REQUEST FOR PROPOSALS

Lawn Maintenance

February [21], 2024

Proposals due by
Noon on March [20], 2024

Mail responses to:
Town of Pomfret
Attn: Chair, Pomfret Selectboard
5218 Pomfret Road
North Pomfret, VT 05053

Contact Information:

[REDACTED]
[REDACTED]
[REDACTED]

Introduction

The Town of Pomfret, Vermont (the “Town”) is accepting proposals from lawn maintenance companies for regular lawn maintenance at several locations in the Town. The locations and maintenance requirements are described in “Minimum Specifications” below. This will be a three (3) year contract (2024-26) with a quality review each year.

Proposers are to include detailed specifications, including dates and frequency of service, and a proposed contract. The Town is exempt from the Vermont State Sales Tax. All pricing will be good through the 2026 season.

Delivery of Services

Time for Delivery

Lawn maintenance services will be delivered during the 2024, 2025 and 2026 lawn maintenance seasons.

Minimum Specifications

Regular lawn maintenance will be provided at the following locations:

- Hewittville Cemetery (Howe Hill Road)
- Bunker Hill Cemetery (Bunker Hill Road)
- Burns Cemetery (Labounty Road)
- Municipal Complex (Pomfret Road)
- Abbott Memorial Library (Library Street)

Regular maintenance will include:

- Regular mowing and trimming of grass at all locations
- Removal of spring branch litter and fall leaves at all locations
- String trimming of Japanese knotweed and around the carriage shed at the Municipal Complex
- Removal of artificial flowers, wreaths, etc. at the cemeteries

Special attention to be given to the three cemeteries to ensure top condition for the Memorial Day, the Fourth of July, Labor Day, and Veterans Day holidays.

Insurance and Indemnification

The proposer will maintain full property and casualty insurance and worker's compensation coverage, naming the Town as "loss payee" on property coverage and "additional insured" on liability coverage. The proposer also will indemnify the Town against liability and claims arising from proposer's delivery of services.

Billing Practices

Payment for services rendered will be invoiced to the Town monthly. To facilitate the Town's accounting, invoices will itemize costs associated with lawn maintenance for (1) the three cemeteries, (2) the Municipal Complex, and (3) the Abbott Memorial Library.

Proposal Schedule

Activity	Date
RFP Issue & Publication	02/[21]/2024
RFP Questions Due	03/[13]/2024
Proposals Due	03/[20]/2024 noon
Selectboard Bid Opening	03/[20]/2024
Anticipated Selectboard Decision	04/[03]/2024

Instructions to Bidders

Delivery of Bids

As required by the Town of Pomfret Purchasing Policy (see attached), all bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be dated stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the schedule time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned. Bidders shall bid to specifications and any exceptions must be noted. A bidder shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or any kind with any other bidder for the same work, and that the bidder is competing solely on his/her/its behalf without connection with or obligation to any undisclosed person or firm.

Sealed proposals, clearly marked "2024-26 Lawn Maintenance Proposal" on the outside, must be received no later than Noon, March [20], 2023 at the following address: Pomfret Town Offices, attn.: Pomfret Selectboard Chair, 5218 Pomfret Road, North Pomfret,

Vermont 05053. Complete electronic proposals can also be emailed to the town clerk, clerk@pomfretvt.us. Emailed proposals must contain “2024-26 Lawn Maintenance Proposal” in the subject line and must be emailed prior to the Noon, March [20], 2023 deadline. Proposals shall be opened at the subsequent Selectboard meeting.

Evaluation of Bids

As provided by the Town’s Purchasing Policy, in evaluating bids, the Selectboard will consider the following criteria:

- Price
- Bidder’s ability to meet bid specifications
- Bidder’s proven ability to perform within the specified time limits
- Bidder’s experience and reputation, including past performance for the Town and references by the bidder’s customers
- Quality of the materials and services specified in the bid and compatibility with existing materials and equipment
- Bidder’s ability to meet other terms and conditions, including insurance and bond requirements
- Bidder’s financial capacity and responsibility
- Bidder’s availability to provide future service, maintenance, and support
- Nature and size of bidder
- Contract provisions that are acceptable to the Town
- For construction projects over \$2,000, the bidder’s acceptance of wages in the current wage determination provided as part of the RFP
- Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service

The Selectboard reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make a n award which in its sole and absolute judgment will best serve the Town’s interest. The Selectboard reserves the right to investigate the financial responsibility of any bidder to determine its ability to assure service throughout the term of the contract.

RFP Questions

Any questions regarding the RFP shall be emailed to [REDACTED], [REDACTED]@pomfretvt.us. Questions are due by March [13], 2024. Responses to questions can be made available to all potential bidders by email on or before March [15], 2024.

Change Orders

As provided in the Town’s Purchasing Policy, if specification changes are made before the bid submission deadline, the RFP will be amended and notice shall be sent to any known bidder and bidders who already submitted a bid. If the amendment is substantial, the Selectboard may restart the bidding process. Once a bid has been accepted, if changes to the specifications become necessary, the Selectboard will prepare a change order specifying the scope of the change for written approval by the bidder and Selectboard.

Compliance with Instructions

I have read the above Instructions in its entirety and fully understand all the requirements requested by the Town of Pomfret, Vermont. I have completed the attached bid form and included as the basis for my bid price estimate.

Signature _____

Date _____

Print Name & Company: _____

**TOWN OF POMFRET
PURCHASING POLICY**

See attached.



REQUEST FOR PROPOSALS

Sustainable Energy for Schools and Municipalities Program

Date Issued: Monday, January 08, 2024

Questions Due on or before 5:00pm: Friday, **February 2, 2024**

Proposals Due on or before 5:00pm: Friday, **March 1, 2024**

Vermont Public Service Department
112 State Street
Montpelier, Vermont 05620-2601
(802) 828-2811
TTY/TTD (VT): 1-800-734-8390
Internet: <http://publicservice.vermont.gov/>

VERMONT 250TH COMMUNITY PLANNING GRANTS

Generously supported by Vermont Covered and administered by the Vermont Historical Society as part of their work with the Vermont 250th Anniversary Commission.

In Vermont, the years 2025-2027 will focus on the semiquincentennial (250th) of the founding of the United States. Planning for this commemoration is already underway. The **Vermont 250th Anniversary Commission** (VT250th), tasked by Governor Phil Scott, is working to create opportunities for Vermonters to mark this anniversary. The 250th offers an occasion to not only learn more about these historic events but also to reflect on what independence, freedom, and self-determination mean today and in the future. Vermont’s motto “Freedom and Unity” reflects not only the spirit of the Green Mountain State, but the founding ethos of the United States itself.

The VT250th is working diligently to be economically, culturally, and racially inclusive in the planning and implementation of the anniversary. Inclusion requires access. In 2023 broadband and wireless connectivity is essential for public safety, rural equity, education, job opportunities, economic development, health care, and agriculture. All Vermonters should have the connection to participate fully and have the opportunities offered in our increasingly digital world. **Vermont Covered** works with communities throughout Vermont to advocate for and create access to this revolutionary technology.

Grants

This grant program is intended to help communities plan and prepare for the 250th at the local level. **Grants are \$1,000** and will be given to support a range of activities that help to define and move forward programs, events, and resources for 2026-2027. This can include but is not limited to activities such as community dialogues, exhibit research/design, collections digitization/access projects, preliminary work on publications, creation of educational resources, or other general planning activities.

Eligible organizations must be doing work within the following communities selected by Vermont Covered:

Town: Andover Town: Athens Town: Bakersfield Town: Barnard Town: Belvidere	Town: Calais Town: Cavendish Town: Chester Town: Chittenden Town: Corinth
Town: Craftsbury Town: Eden Town: Elmore Town: Fairfield Town: Fletcher	Town: Glover Town: Goshen Town: Grafton Town: Greensboro Town: Guilford
Town: Halifax Town: Holland Town: Hubbardton Town: Jamaica Town: Marshfield	Town: Middlesex Town: Montgomery Town: Morgan Town: Mount Holly Town: Newark
Town: Pawlet Town: Peacham Town: Plymouth Town: Pomfret Town: Reading	Town: Ripton Town: Roxbury Town: Sandgate Town: Shrewsbury Town: Strafford
Town: Stratton Town: Sudbury Town: Topsham Town: Tunbridge	Town: Victory Town: West Fairlee Town: West Haven Town: Westford

Town: Woodbury
Town: Woodstock
Town: Worcester
Town:

Applicants can include local historical societies, museums, libraries, & other community-based organizations. More informal community or friends groups may apply, but there must be a sponsoring non-profit, municipal, or community-based organization that can receive the funds. Up to one grant recipient from each town will be selected.

Activities must align with one or more of the themes outlined by the VT250th. These themes can be **found here**. Activities covered under the grant must take place between February-December 2024. Higher ratings may be given to applications that showcase partnerships between communities and/or include a wide range of community partners.

Grant applications are accepted electronically with two deadlines: **1st Round: December 23, 2023 & 2nd Round: February 1, 2024*****

UPDATE: We are extending the final grant deadline to March 1, 2024. Applications received by the original February 1 deadline will be given priority review before the end of the month.

Communities selected for grants will be required to complete a set of secondary application materials with Vermont Covered before funds are released.

Recipients will be required to acknowledge the VT250th and Vermont Covered and this funding in promotional materials about supported activities. Public events/programs supported by these grants will be eligible for inclusion on the Vermont 250th events calendar.

Recipients will be required to file a final report on their supported activities no later than January 15, 2025.

The application should be completed online.

APPLY NOW

If you have any difficulty in completing an application online, please contact us as noted below.

Review Criteria/Ranking

Each application will be reviewed against the following criteria ranked on a numerical scale with 1 being lowest. Applications with highest accumulated score will be recommended for funding.

- Adherence to 250th themes [1-5]
- Feasibility of activities to lead to 250th programs/events/resources [1-3]
- Potential community reach & partnership [1-5]
- Ways in which activities promote inclusion, access, & diversity [1-3]

Secondary Application with Vermont Covered

If an application is recommended for funding, it will be forwarded to Vermont Covered for the completion of secondary application materials. This consists of a questionnaire related to Vermont Covered's goal to help Vermonters achieve cost-effective mobile wireless broadband in order to bridge the gap between rural availability and internet affordability. A supported project must submit questionnaires completed by 1% of

Questions?

Please contact Eileen Corcoran, VHS Director of Service & Outreach at eileen.corcoran@vermonthistory.org, (802) 479-8522.

RELATED PAGES

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(802) 479-8500
info@vermonthistory.org
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**Town of Pomfret
Annual Town Meeting Informational Hearing
Town Hall
5233 Pomfret Road, North Pomfret
February 24, 2024, 9:00 am**

Zoom instructions available at <https://pomfretvt.us/>

Business Items	
1. Call to Order	9:00 am
2. Agenda Review	
3. Public Comment	
4. Discussion of Annual Town Meeting Articles Article 1 – Election of Town Officers Article 2 – Collection of Current Taxes Article 3 – Approval of FY 2025 Town and Highway Budget Article 4 – Appropriation to Abbott Memorial Library Article 5 – Appropriation to Pomfret Cemetery Commission Article 6 – Appropriation to Visiting Nurse and Hospice for VT and NH Article 7 – Appropriation to Woodstock Area Council on Aging (d.b.a. The Thompson Senior Center) Article 8 – Appropriation to Health Care and Rehabilitation Services Article 9 – Appropriation to Empower Up - Windsor Central Mentoring Program Article 10 – Appropriation to Spectrum Teen Center Article 11 – Appropriation to Pentangle Arts Article 12 – Appropriation to Ottauquechee Health Foundation Article 13 – Appropriation to Women’s Information Service (WISE) of the Upper Valley Article 14 – Appropriation to Green Up Vermont Article 15 – Exemption of Pomfret-Teago Volunteer Fire Department, Inc. from Real Property Taxation Article 16 – Re-Appropriation of Unassigned General Fund Balance Article 17 – Designation of Tax Payment Due Dates, Late Payment Interest and Penalty	9:05 am
5. Other Proper and Necessary Business	10:30 am
6. Adjournment	11:00 am
<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 Selectboard
Draft Meeting Minutes
November 7, 2024

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

Public: Jason Crance, Hillary White, Alan Graham, Andrew Mann, Alison Sander, John Moore

1. John called the meeting to order at 7:02 pm.
2. Agenda Review – Ben moved and John seconded that Item 5D (MRGP Annual Report) be deleted and formation of a Vermont 250th Anniversary Committee be added before Warrants. Unanimous.
3. Public Comment – None.
4. Road Foreman Report – Jim is concerned about obtaining enough crushed rock for mud season, given the remaining budget; there is funding available from other unused categories. The crew has been rebuilding stone walls.
5. Items for Discussion or Vote
 - a. Town Garage Boiler Replacement – Steve moved and Meg seconded acceptance of Mike Bartlett’s proposal. Unanimous.
 - b. Tandem/Truck 3 Replacement – Given the current delay in availability and manufacturing it will likely take two years to receive a new truck. Steve moved and Ben seconded proceeding via the state RFP process to obtain the same. Unanimous.
 - c. Highway Materials for Mud Season – It was determined there is sufficient anticipated underspending on other highway items that the purchase of additional materials for mud season is prudent. John will inform Jim of the same. In addition, a substantial FEMA reimbursement of materials expenses incurred earlier this fiscal year is anticipated in the coming months.
 - d. Highway Access Permit (Dinsmoor Road) – Most Selectboard members indicated that the work done by Mr. Mann, while not precisely meeting the Selectboard’s prior directive, was nonetheless sufficient as the work is intended to last only through May. Nonetheless, as Northwoods previously indicated they are available next week to fully meet to Selectboard’s directive, and Hillary White and Phil Dechert have offered to pay for the same, Ben moved and Meg seconded that Northwoods be permitted to work within the town’s right-of-way of Bartlett Brook Road at the foot of Dinsmoor Road to execute the Selectboard’s prior instructions of January 24 (as emailed to the parties on January 25), to do so on or before Friday, February 16, at no cost to the town, but subject to the town’s supervision and approval. Motion carried 3-2 (Brickner, Chamberlin and Emmons in favor; Grube and Peters opposed).
 - e. TH 24 Hewitt Hill Road Relocation – The town has received a preliminary survey map depicting the existing physical location of Hewitt Hill Road near its intersection with Hidden Ridge Road. The next steps are to (1) schedule a site inspection and hearing to formally relocate the road to its existing physical location, (2) notify the abutters and Planning Commission of the same via certified mail at least 30 days prior, and (3) publish a notice of the same in the newspaper at least 10 days prior. This will be scheduled for after mud season. In the meantime, Ben will prepare the notices.

- f. Covered Bridges Half Marathon Road Permit – All required paperwork has been submitted for this repeat event, to be held on June 2 this year. Ben moved and John seconded approval of this race to use Pomfret roads, with a notation that if Old River Road remains closed on the race day, the organizers may use High Pastures Road instead. Unanimous.
 - g. Woodstock Chamber of Commerce Large Event Permit – Ben moved and Meg seconded approval of the Woodstock Chamber of Commerce large event permit for a pasta dinner at Saskadena Six on June 1. This is also a repeat event. Unanimous.
 - h. Vermont 250th Anniversary Committee – Following the creation of Governor Scott’s 250th Anniversary Commission to commemorate the semiquincentennial of the Declaration of Independence and founding of the Vermont Republic, towns across the state have been asked to form liaison committees to coordinate local activities. Ben’s listserv message yielded several volunteers. Ben moved and John seconded that the Selectboard create a “Vermont 250th Anniversary Committee” as the Town’s liaison to the Vermont 250th Anniversary Commission, and that the initial members be Benjamin Brickner, Alan Graham, Greg Hartford and Regina Lawrence, each appointed for a term expiring March 31, 2028, or until such earlier date as the Committee completes its work and is dissolved. Unanimous.
 - i. Warrants – Ben moved and Emily seconded approval for payment of the following warrants:

24066	\$63,243.12	A/P
24067	11,413.39	Payroll
24068	1,591.21	Tax Refund

 Unanimous. Ellen will be asked to pay the Bethel Mills invoice for garage repairs from the ARPA fund.
 - j. Approval of February 7, 2024 Minutes – Ben moved and Meg seconded approval February 7, 2024 meeting minutes as presented. Unanimous.
6. Meeting Wrap Up
- a. Correspondence – Following last week’s tax payment deadline, the Selectboard will need to determine how it wishes to handle payment agreement defaults and new multi-year delinquencies. Karen will be consulted about this. Chris Bump sent notice of Pomfret FY 2025 Town Highway Grants / Bridge Inspections / Annual Town Financial Plan and Meeting / Town Road and Bridge Standards Certification of Compliance / Class 2 Centerline Line Pavement Marking Letter. Acceptance of the Wild Apple Culvert plan from the Army Corps of Engineers; Tyler may now prepare the RFP.
 - b. Review of Assignments – Emily will work with Sarah Wraight and Neil re: submission of final LHMP update paperwork; Meg will ask Ellen to pay the recent garage repair from the ARPA fund and pay the Fire Warden and Deputy Fire Warden stipends. John will follow up on the paving grant, with Tyler re: the Wild Apple Road culvert construction RFP, with the Hunnewells re: culvert removal, and with Jim re: the town garage boiler work. Ben will speak with Becky regarding sale of the Salmon parcel, prepare the TH 24 hearing notice, confirm whether the annual meeting informational hearing needs to be published in the newspaper, email Joe regarding Dinsmoor Road, and stand up the Vermont 250th Anniversary Committee.

- c. Agenda for Next Meeting – LHMP Approval, Delinquent Tax Matters, Wild Apple Culvert Replacement RFP, FY 2025 Town Highway Grants.
7. Executive Session
 - a. Ben moved and John seconded that the Selectboard enter executive session pursuant to 1 V.S.A. 313(a)(3) and (a)(1)(F) to discuss (1) the employment of employees and (2) confidential attorney-client communications the premature general public knowledge of which would clearly place the Selectboard or a person involved at a substantial disadvantage. Unanimous. The Selectboard entered executive session at 9:27 pm.
 - b. The Selectboard exited executive session at 10:15 pm, with no decisions having been made therein.
 8. Adjournment – Ben moved and John seconded that the meeting be adjourned. Unanimous. The meeting was adjourned at 10:16 pm.