



TOWN OF HARTFORD SELECTBOARD AGENDA

Tuesday, July 25, 2023, 6:00pm
Hartford Town Hall, 171 Bridge Street,
White River Junction, VT 05001

This meeting will be conducted in person at Town Hall

The meeting will also be available on Zoom <https://zoom.us/j/549799933> - Please mute your microphone.
[youtube.com/catv810](https://www.youtube.com/catv810) – click “live now”. If you are calling in from phone dial:(415) 762-9988 Type in the Room

ID: 549-799-933 followed by # Press # a second time and

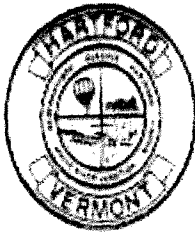
Press *9 to raise your hand for public comment

- I. Call to Order the Selectboard Meeting (6pm)
- II. Pledge of Allegiance
- III. Local Liquor Control Board (6:05)
 - a. Consider the Approval of a 1st and 3rd Class and Outside Consumption Liquor License for Vermont Spirits Distilling Company at 5573 Woodstock Road, Quechee, VT 05001.
- IV. Local Cannabis Control Board: None
- V. Order of Agenda
- VI. Selectboard
 1. Public Comment (6:15)
 2. Selectboard Comments and Announcements
 3. Appointments: None
 4. Town Manager and Significant Activity Reports (6:30)
 5. Board Reports, Motions & Ordinances
 - a. Class II Highway Grant (6:40)
 - b. Town of Hartford - Municipal Mitigation Grants in Aid FY24 - GA0563 (6:50)
 - c. Simon Pearce Dam Update (7:00)
 - d. Wilder Community Center (7:10) page 70.
 - e. Town Website Update(7:20)
 - Break (7:30)
 - f. Human Resource Software Update (7:40)
 - g. Timeline for Open Board Items (7:55)
- VII. Commission Reports
- VIII. Consent Agenda
 - Approve Payroll Ending: 7/22/2023
 - Approve Meeting Minutes of: 7/11/2023 & 7/18/2023
 - Approve A/P Manifest of: 7/21/2023 and 7/27/2023
 - Selectboard Meetings Already Approved: 8/8/2023 and 8/22/2023
- IX. Adjourn the Selectboard Meeting

All Meetings of the Hartford Selectboard are open to the public. Persons who are seeking action by the Selectboard are asked to submit their request and/or materials to the Selectboard Chair or Town Manager’s office no later than 5pm on the Tuesday two weeks prior to the meeting date. Requests received after that date will be addressed at the discretion of the Chair. Individuals wishing to address the board should do so during the Public Comment period.

Please Note: The Hartford Selectboard offers public viewing of meetings live at Town Hall, and additionally as a courtesy generally on YouTube, Channel 1085, and Zoom. If a

member of the public has technical difficulties accessing this meeting remotely, please alert us by emailing Selectboard@hartford-vt.org.



TOWN OF HARTFORD

MUNICIPAL OFFICES

171 Bridge Street
White River Junction, Vermont 05601

Telephone: 802.295-9353 • Fax: 802.295-6382
website: www.hartford-vt.org



Serving the Villages of Hartford ♦ West Hartford ♦ White River Junction ♦ Alder ♦ Quakoke

HARTFORD LIQUOR/TOBACCO LICENSE - ADDITIONAL INFORMATION

ALL information must be completed (use separate sheet, if necessary).

Incomplete applications will cause delays in processing.

Date: _____ Applicant: James S. Smith, Dismal, VT
Doing Business As: James S. Smith
Mailing Address: P.O. Box 443, Dismal, VT 05649
Telephone Number(s): 802.281.6348 Email: James.Smith@comcast.net
Other Contact Name (if applicable): Randy La Hay, Ben Kelp, Nancy Graham

Please list below ALL licensees, directors, owners, stockholders name & dates of birth:

Walter Miller [Redacted] [Redacted]
Nancy Graham

Please list violations for the past THREE years any licensee, director, owner, stockholder has been charged with: *See Hartford Liquor Policy for Details. If no violations, please answer "None".*

None

Liquor/Tobacco License Violations for the past THREE Years (See Hartford Liquor Policy for Details) including violations taking place on licensee's premises and/or charges against employee, etc.: If unsure of violations, contact D.L. and obtain your records of violations. *If no violations, please answer "None".*

None

I We certify, under pains and penalties of perjury, that the above information is true and complete, and that if after execution of this record any such violations do occur, the Town of Hartford will be duly notified.

[Signature]

Licensee's Signature

James S. Smith

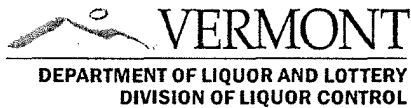
Printed Name

Date

Licensee's Signature

Printed Name

Date



Application ID: DLL - Application - 30120
Application for: First Class Club License
Category of Business: First Class

Business/ Entity Information

Business/ Entity Name:
Vermont Spirits Distilling Company

Business ID:
0004417

Business Address:
PO Box 443,
Quechee, Vermont 05059

Entity Type:
Business Corporation

Management Type if LLC:

Phone:
802-281-6398

Email:
randy@vermontspirits.com

People Information

- **Person:**
Randy Carlson

Business Role:
Business Principal

Email:
randy@vermontspirits.com

Business Address:
,
, ,

US Citizen?

Political Position

Phone:

Name: Randy Carlson

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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- **Person:**
Don Kolp

Business Role:

Email:

Registered Agent

don@vermontspirits.com

Business Address:

PO Box 443,
Quechee, Vermont, 05059

US Citizen?

Political Position

Phone:

508-878-8253

Name: Don Kolp

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Harry Schueren

Business Role:

Registered Agent

Email:

~~hschueren@mac.com~~

Business Address:

,
, ,

US Citizen?

Political Position

Phone:

Name: Harry Schueren

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Harry Gorman

Business Role:

Registered Agent

Email:

harry@vermontspirits.com

Business Address:

,
, ,

US Citizen?

Political Position

Phone:

Name: Harry Gorman

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Matthew Berg

Business Role:
Registered Agent

Email:
~~business@stonecutterdistillers.com~~

Business Address:

US Citizen?

Political Position

Phone:

Name: Matthew Berg

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:
Vermont Spirits (MANU)

Do you lease this Premises:

Location Address:
5573 Woodstock Road,
Quechee, Vermont 05001

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Hartford

Vermont Tax Department:
MRT-10026000

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

License Number:

Licensee Name:

License Status:

Licensee Address:

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-01582	Map/Area Sketch	Vermont Spirits Distilling Company

D-01863	Map/Area Sketch	Vermont Spirits Distilling Company
D-07701	Other	Vermont Spirits Distilling Company
D-07707	Other	Vermont Spirits Distilling Company
D-07710	Other	Vermont Spirits Distilling Company
D-00685	Map/Area Sketch	Vermont Spirits Distilling Company
D-07995	Map/Area Sketch	LN-018165

Payment and Acknowledgement

Signed by:

Randall Carlson

State of Vermont / DLL Application Fee:

115.00

Date of Submission:

2023-07-11 13:23:04

State of Vermont / DLL Payment Status:

Local Application Fee:

115

Local Control Payment Status:

false

Application
DLL - Application - 30120

APPLICATION DETAILS

RELATED INFORMATION

DLL - Application Id
DLL - Application - 30120

Business Entity Name
Vermont Spirits Distilling Company

Phone number:

Applicant Email
randy@vermontspirits.com
(mailto:randy@vermontspirits.com)

Renewal Application

Applicant Action Comments

License/Permit Location Description

Town Fee
115

Business Entity Phone
802-281-6398

Physical Location Name
Vermont Spirits (MANU)

Physical Location Street 1
5573 Woodstock Road

Physical Location Street 2/Unit/Suite

Created By
 [Randy Carlson \(/DLLLicenseManagment/s/profile/0058z000000sRcaAAE\)](#)
, 7/11/2023 9:23 AM

External Status
Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Hartford

Historical Id
1CLB

Application Type
License

Application For
First Class Club License

Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver

Physical Location City/Town
Quechee

Physical Location State
Vermont

Physical Location Zip
05001



Application ID: DLL - Application - 29867
Application for: Third Class Club License
Category of Business: Third Class

Business/ Entity Information

Business/ Entity Name:
Vermont Spirits Distilling Company

Business ID:
0004417

Business Address:
PO Box 443,
Quechee, Vermont 05059

Entity Type:
Business Corporation

Phone:
802-281-6398

Management Type if LLC:

Email:
admin@vermontspirits.com

People Information

- **Person:**
Randy Carlson

Business Role:
Business Principal

Email:
randy@vermontspirits.com

Business Address:

US Citizen?

Political Position

Phone:

Name: Randy Carlson

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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- **Person:**
Randy Carlson

Business Role:

Email:

Business Principal

accounting@vermontspirits.com

Business Address:

US Citizen?

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,,

Political Position

Phone:

Name: Randy Carlson

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• Person:

Don Kolp

Business Role:

Email:

Registered Agent

don@vermontspirits.com

Business Address:

US Citizen?

PO Box 443,
Quechee, Vermont, 05059

Political Position

Phone:

Name: Don Kolp

508-878-8253

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• Person:

Harry Schueren

Business Role:

Email:

Registered Agent

hschueren@mac.com

Business Address:

US Citizen?

,
,,

Political Position

Phone:

Name: Harry Schueren

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• Person:

Harry Gorman

Business Role:
Registered Agent

Email:
harry@vermontspirits.com

Business Address:

US Citizen?

Political Position

Phone:

Name: Harry Gorman

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Matthew Berg

Business Role:
Registered Agent

Email:
business@stonecutterspirits.com

Business Address:

US Citizen?

Political Position

Phone:

Name: Matthew Berg

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:
Vermont Spirits (MANU)

Do you lease this Premises:

Location Address:
5573 Woodstock Road,
Quechee, Vermont 05001

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Hartford

Vermont Tax Department:
MRT-10026000

Foundational License (if applicable)

License Type:

License Number:

Licensee Name:

License Status:

Licensee Address:

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-01582	Map/Area Sketch	Vermont Spirits Distilling Company
D-01863	Map/Area Sketch	Vermont Spirits Distilling Company
D-07701	Other	Vermont Spirits Distilling Company
D-07707	Other	Vermont Spirits Distilling Company
D-07710	Other	Vermont Spirits Distilling Company
D-00685	Map/Area Sketch	Vermont Spirits Distilling Company
D-07995	Map/Area Sketch	LN-018165

Payment and Acknowledgement

Signed by:

Randall Carlson

State of Vermont / DLL Application Fee:

Date of Submission:

2023-06-29 19:56:25

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false

Local Application Fee:

0

Application
DLL - Application - 29867

APPLICATION DETAILS

RELATED INFORMATION

DLL - Application Id
DLL - Application - 29867

Business Entity Name
Vermont Spirits Distilling Company

Phone number:

Applicant Email
randy@vermontspirits.com
(mailto:randy@vermontspirits.com)

Renewal Application

Applicant Action Comments
6/30/23 Application requires additional information. A packet for new applications is being sent to you. Please post/attach Additional Info Sheet when resubmitting your application. If at some point you are planning to serve outside, you will also need to apply for an Outside Consumption Permit. All new applications must go through Police, Fire Checks and go before the Board on submission of their new application.

Best Regards
Sherry West, Asst Town Clerk

License/Permit Location Description

Town Fee
0

Business Entity Phone
802-281-6398

Physical Location Name
Vermont Spirits (MANU)

Physical Location Street 1
5573 Woodstock Road

Physical Location Street 2/Unit/Suite

Created By
 [Randy Carlson \(/DLLLicenseManagment/s/profile/0058z000000sRcaAAE\)](#)
, 6/29/2023 3:56 PM

External Status
Applicant action required

Town Clerk/ Municipal Jurisdiction
Hartford

Historical Id
3CLB

Application Type
License

Application For
Third Class Club License

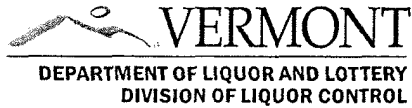
Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver

Physical Location City/Town
Quechee

Physical Location State
Vermont

Physical Location Zip
05001



Application ID: DLL - Application - 30039
Application for: Outside Consumption Permit
Category of Business: OCP

Business/ Entity Information

Business/ Entity Name:
Vermont Spirits Distilling Company

Business ID:
0004417

Business Address:
PO Box 443,
Quechee, Vermont 05059

Entity Type:
Business Corporation

Phone:
802-281-6398

Management Type if LLC:

Email:
randy@vermontspirits.com

Foundational License (if applicable)

License Type:
Fourth Class

License Number:
LP-014428

Licensee Name:
Vermont Spirits (MANU)

License Status:
License issued-new application

Licensee Address:
5573 Woodstock Road ,
Quechee, Vermont 05001

License Start Date:
2023-04-29

License End Date:
2024-04-29

Event Contact/s

Person:

Business Role:

Phone:

Business Address:

Email:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details

Location Name:

Vermont Spirits (MANU)

Start date and time of event

End date and time of event

Location Address:

5573 Woodstock Road,
Quechee, Vermont 05001

Approximate Number of Persons Expected

Local Jurisdiction/ Town Clerk:

Hartford

Describe the type of event/ OCP Area:

Single level deck attached to Distillery and Tasting Room constructed of locally sourced Eastern Hemlock. The deck is at grade of Distillery, approximately 8"-18" above ground at various points. There are 7' wide entry stairs at front and rear, direct access from Distillery covered porch and railings on front, rear and west side. The east side of the deck abuts the adjacent building (The Plank House). The egress areas will note "no alcohol beyond this point". The deck measures approximately 37' x 40'. The Town of Hartford has granted our occupancy permit for the deck.

Documents Attached

Name	Document Type	Assosicated With
D-01582	Map/Area Sketch	Vermont Spirits Distilling Company
D-01863	Map/Area Sketch	Vermont Spirits Distilling Company
D-07701	Other	Vermont Spirits Distilling Company
D-07707	Other	Vermont Spirits Distilling Company
D-07710	Other	Vermont Spirits Distilling Company
D-00685	Map/Area Sketch	Vermont Spirits Distilling Company
D-07995	Map/Area Sketch	LN-018165

Payment and Acknowledgement

Signed by:

Date and time of Submission:

2023-07-07 20:28:07

Local Application Fee:

0

State of Vermont / DLL Application Fee:

20.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false

Application
DLL - Application - 30039

APPLICATION DETAILS

RELATED INFORMATION

Primary Phone No

Primary Contact Person

DLL - Application Id
DLL - Application - 30039

Internal Status
Application sent to municipality

Business Entity Name
Vermont Spirits Distilling Company

External Status
Application sent to municipality

Business Entity Phone
802-281-6398

Historical Id
OUTC

Foundational License
[LP-014428 \(/DLLLicenseManagment/s/detail/a5At0000000CoCPEAO\)](#)

Application Type
Permit

Renewal Application

Application Category
OCP

Town User Approval/Rejection Comments

Application For
Outside Consumption Permit

Contact Engagement

Applicant Email
randy@vermontspirits.com
(mailto:randy@vermontspirits.com)
Applicant Name:

Applicant Action Comments

License/Permit Location Description

Start date of event

End date of event

Physical Location Street 1
5573 Woodstock Road

Physical Location Name
Vermont Spirits (MANU)

Physical Location Street 2/Unit/Suite

Physical Location State
Vermont

Town Clerk/ Municipal Jurisdiction
Hartford

Outside Side Consumption End time

Physical Location City/Town
Quechee

Outside Side Consumption Hours Requested

Landlord Name

Business Location

Outside Side Consumption Start time

Approximate Number of Persons Expected:

Physical Location Zip
05001

Last Modified By
 [Randy Carlson \(/DLLLicenseManagment/s/profile/0058z000000sRcaAAE\)](#)
, 7/7/2023 4:30 PM

Location
[LN-018165 \(/DLLLicenseManagment/s/detail/a0At0000002ZN4rEAG\)](#)

Outside Side Consumption Days Requested

Describe the type of event/ OCP Area

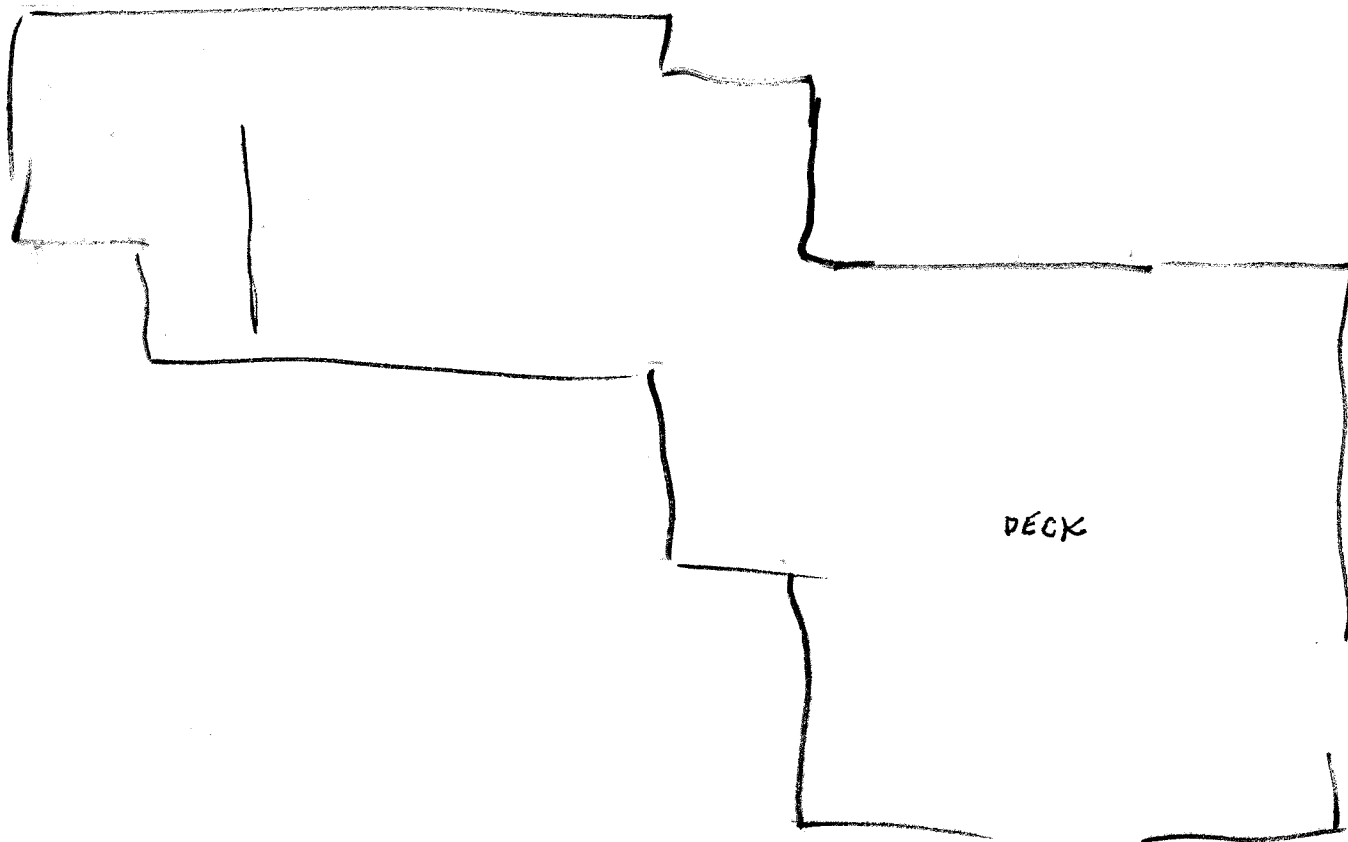
Single level deck attached to Distillery and Tasting Room constructed of locally sourced Eastern Hemlock. The deck is at grade of Distillery, approximately 8"-18" above ground at various points. There are 7' wide entry stairs at front and rear, direct access from Distillery covered porch and railings on front, rear and west side. The east side of the deck abuts the adjacent building (The Plank House). The egress areas will note "no alcohol beyond this point".

The deck measures approximately 37' x 40'.

The Town of Hartford has granted our occupancy permit for the deck.

Days or specific bingo date(s)

Created By
 [Randy Carlson \(/DLLLicenseManagment/s/profile/0058z000000sRcaAAE\)](#)
, 7/7/2023 4:28 PM



DECK

Hartford Police Department

Memo



To: Lisa O'Neil, Sherry West

From: Deputy Chief Connie Kelley *CKK*

CC:

Date: July 20, 2023

Re: Liquor License

The following establishment and subsequent person(s) listed on the application have been checked through the Hartford Spillman RMS system, Vermont Spillman RMS system as well as the State Valcour system. This check did not reveal any recent activity that would negatively impact their respective application.

Vermont Spirits
5573 Woodstock Rd

Randall Carlson
Harry Gorman
Darr Ally

SIGNIFICANT ACTIVITY REPORT

July 25, 2023

Environmental Sustainability Coordinator

-Advance Transit received permission from VTrans on Monday July 10th to install a solar motion light in the bus stop shelter located at the Wilder Park and Ride and had the light installed the following morning. The motion light is triggered when someone enters the bus shelter. A VTrans grant opportunity for additional funds for lighting is expected to come out next month.

- Vermont Works for Women's Trailblazers green construction training program is happening August 8th-September 21st at the Hartford Area Career and Technical Center. The Hartford Energy Commission and volunteers from surrounding communities have been helping to publicize the training along with Trailblazers outreach staff and have found that there is a lot of interest in the program. As of last week they have 8 students enrolled, 6 potential students in the intake process, and another 5 women had reached out the Trailblazers about the training. Classes are usually capped at around a dozen students and we're trying to figure out how many can enroll in this session.

-The Bugbee Senior Center feasibility report is moving forward, architects from Studio Nexus met with Town Staff to discuss the take-aways from the recent community meeting, what the vision is for the building, and what the priorities are.

-Vermont has released Municipal Energy Resilience Program building assessment applications. Building assessments of municipal buildings will be managed by Regional Planning Commissions, RPC's will identify contractors, cover the cost of the assessments, and handle any related reporting. We are applying to have the DPW main office as our first priority and the Wendell A Barwood Arena will be our second priority. It's expected that applications for the next phase of this program, making the energy improvements identified during the audits, will be available in early 2024.

ASSESSING DEPT

- Assisted Finance Dept with printing of tax bills

Assessor

- Met with Various Taxpayers to Review Property Assessments
- Validating Real Estate Sales for Equalization Ratio Study by State

Assistant Assessor

- Every Monday until November 1st running the homestead reports and reviewing other state reports (Current Use applications or withdrawals).
- Assisted with reconciliation between the Assessor office and Finance
- Took Vacation Week of 17 July

Department of Public Works

Administration

All staff responded to the storm event in various capacities to include:

- Participated in numerous meetings to discuss storm related damage to roads, bridges, and Quechee Dam.
- Attended daily EOC meetings.
- Closed Quechee Covered Bridge to vehicular and pedestrian traffic.
- Temporarily closed the following roads due to flooding and or debris:
 - River Road by the Taftsville Bridge north to town line.
 - Section of Quechee Main Street between Old Quechee Road and Deweys Mills Road.
 - Section of Deweys Mill Road by Deweys Pond
 - Section of Murphys Road between River Street and Lakeland Dr.
- Engaged structural engineer to assess the damage to the northern riverbank slope at the Quechee Covered Bridge and released a competitive bid package for repairs.
- Engaged excavating contractor to perform temporary repairs to Quechee Main Street damage and completed repairs on 7/15/23.
- Performed town-wide road assessments for storm related damages.
- Assisted Highway Division with traffic control and placement of traffic signage.
- Oversaw and coordinated technical design of road and structural repairs with Highway Division.

Highway Division

Installed tarps on eroded riverbank to minimize further soil erosion at Quechee Covered Bridge from storm on 7/10/23.

Repaired numerous road shoulder washouts and culverts on roads from the storm damage.

Filled sink holes and placed a steel road plate at the Quechee box culvert.

Responded to numerous resident concerns from 7/10/23 storm.

Placed safety cones and barricade on damaged roads to alert drivers of hazards.

Continuing 2023 paving projects.

Ordered speed bumps for Summer Street and installed additional road signage.

Continue roadside mowing.

Culvert cleaning all around Town.

Water Division

Called in for VA Bridge Construction 7/8/2023.

Called in for a leak on Perkins Place 7/8/2023.

Called in for Flooding 7/10/2023.

Assisted Highway Division as needed with storm damage repairs.

Called in for Treatment Plant SCADA issues 7/11/2023.

Put up detour route signage for Quechee Main Street for repair 7/15/2023.

Fixed leak on Perkins Place 7/17/2023.

WRJ Pollution Abatement Plant

White River treatment plant power outage on 7/9/2023, wet well flooded, problems with Influent pumps.

Called Champlin Associates 7/9/2023 about Influent pumps.

7/10/2023 Champlin Associates replaced transducer and one float.

HEAVY RAIN 7/10/2023, wet well flooded again, Bridge Street pump station pumps plugged.

South End pump station problems, Olcott Park pump station alarm 7/10/2023

Avg. daily flow at the White River treatment plant is 0.500 MGD – 7/10/2023 Avg. was 2.376 MGD

Assessed control panel problems at Aquatic Park pump station and researching best method to fix control panel issues. Currently, pumping station is working on wet-well float backup.

Sent in June 2023 State Reports.

Renewing wastewater licenses for staff.

3rd quarter biosolids testing for PCB's and metals.

Performed routine maintenance at the wastewater treatment plant.

Dewatered 250,000 gallons of sludge.

Went over things with Manosh, hauling Quechee sludge.

Dewatered 25,000 gallons of sludge brought in from Quechee treatment plant.

Hauled all dewatered biosolids and grit to Lebanon land fill.

Performed general mowing and other grounds maintenances at plant and some of the pump station lawns.

Performed routine maintenance at all ten wastewater pump stations.

Working with Nott's on by-pass pumping Ferry Boat pump station. (Hartford Village new bridge)

Worked on Bridge Street pump station, unplugged pumps again.

Locate request marked out sewer mains.

Clayton checking in on and working with Quechee crew.

Called Vermont Life Safety for an alarm box problem.

Call in: Helping Highway Dept. jetted culvert on Wildlife Road. 7/13/2023

Call in: Alarm at treatment plant, power outage and wet well flooded 7/16/2023

Quechee Pollution Abatement Plant

Power to the Whitman Brook pump station was intentionally shut-off during the height of the flooding to prevent overload to the main plant. Our VT DEC official was notified prior to shut down and approved of the plan. The following day the plant was returned to service.

The remaining stations were checked and found to have not been impacted by the flooding.

EQ Basin pump #2 was found to be inoperable. It was removed and is at the Flyght repair facility and we are awaiting an estimate for rebuilding the pump.

When possible, routine mowing will recommence. The flail mower blades have been ordered and expected to be in today (07/20) or tomorrow.

A risk assessment inspection by Wade Masure, Vermont League of Cities and Towns (VLCT) was performed on 07/06/23. We received assessment report on 07/19 and will work on resolving the minor deficiencies noted in the assessment.

Jamie Bates (VT DEC) will be arriving on 7/20 to conduct an inspection of related to flood damage.

Received the Dubois & King inspection reports for the community leachfields and will coordinate recommendation corrective action maintenance plan DPW Director and Project Manager.

Coordinating with VT DEC (Michelle Kolb) regarding conversion from paper forms to electronic data entries.

Solid Waste Facility

Continuing with the issuance of new permits for FY 24.

Continuing with preparation for Hazardous Waste Day (7/22)

Deployed new open/closed and special event sign

Continued general cleanup for grounds and mowing.

Parks & Recreation

Program and Park Highlights

- Camp Ventures is in week 5 of the season.
- A new Pool Vacuum was ordered, and staff received training on the auto vacuum system. This will allow staff to install the unit at the end of the day and insert it into the pool to clean the bottom and walls.
- The Department took 12 teens to the Get Air Trampoline Park.
- The Summer Flag Football program started on July 11th. We have 16 enrolled.
- Youth Beatz kicked off last week's concert in the park (followed by The Flames) to celebrate July is Parks & Recreation Month.
- This week we have water games/activities, followed by a concert with Chad Hollister
- The two-week long theater camp – Broadway Ventures runs through July 21st. The program has 44 participants enrolled in the program.
- Swim Lessons started on July 8th with three separate groups/days with 32 swimmers enrolled.
- The Track & Field team is participating in the State Track Meet this Saturday, July 22nd in St. J. Hartford Parks & Recreation has 32 participants enrolled.
- The Department was busy assessing and cleaning up areas hit by the storm and flood waters. Continued assessment takes place at the Quechee Falls Park. The lower section received the most significant amount of damage with railing and fencing being destroyed. A section of the retaining wall on the park side was also damaged. Watson and Clifford Parks were under water and silt was deposited but not in a destructive way. There will be some cleanup needed but reseeding will likely take place to get some of the turf back. Parks remained closed until this past week due to the high flows.
- The Parks Staff continue to be down two staff members and we hope to have on of the full time positions filled by August 4th. Seasonal positions still remain.
- The Hurricane Hill Trail Run is postponed until August 26th due to the current wet trail conditions in the Town Forest and the Recreation Reserve.

- Park Permits continued throughout the past couple weeks. 48 reservations totaling 229 hours of usage. Parks utilized by permit reservations included Frost Park, Ratcliffe Park, Lyman Point Park, Maxfield, Veterans and West Hartford Community Center Library.

Department of Planning and Development

- Storm – Emergency Operations Team – Participated in and responded to daily needs of the Town’s Emergency Operations Team and community inquiries.
- Taft’s Flat Historic District Nomination to the National Register - Completed a draft Request for Proposals to hire an architectural historian to prepare the historic district nomination.
- Clifford Park Food Forest & Abenaki Garden – Held an on-site volunteer workday on July 18th to assess the damage from the flood, collected soil samples, did clean-up and prepared a nursery tree bed.
- FYE 2023 Year-end Closeout – Completed report on Department’s FYE 2023 expenditures for reimbursement in FYE 2024.
- Town Plan Housing Chapter Update – Staff continued work on draft housing goals, strategies and actions for the chapter update. Had work session with the Planning Commission/Town Plan Steering Committee on July 12th. Next workshop in mid-August in preparation for a community wide discussion in mid-September. Look for more information at the *Homes for Hartford* Page on the Town Website.
- Land Development Review and Permits: Staff reviewed and completed draft Findings of Fact and packets on 5 applications for the July 26th Zoning Board of Adjustment Public Hearing, and draft Findings of Fact and packets on 9 applications for the July 31st Planning Commission Public Hearing. Continued to assist the community regarding inquiries on development and permitting process, and conducted inspections of completed projects for issuance of Certificates of Occupancy.

Hartford Police Department

The department speed cart has been removed from Hartford Avenue, and the HPD speed study has been completed. A detailed report of the data collected will be made public after being analyzed and reviewed.

Eight department representatives, both sworn and civilian, attended the funeral on July 18 for Rutland City Police Department Officer Jessica Ebbighausen, who was killed in the line of duty on Friday, July 7, 2023. Over 700 law enforcement officers from Vermont and other New England states, federal law enforcement officers, and hundreds of community members attended the services held at Castleton University in Castleton, Vermont.

The department will host the FBI-LEEDA Executive Leadership Institute on July 24-July 28 with HPD Sergeants attending. The ELI class description: *“This cutting-edge program is designed for executive-level law enforcement and focuses on the challenges facing our profession today”*. Topics covered will include Trends in law enforcement, implications of the

President's Task Force on 21st Century Policing, Public Trust and legitimacy, bias and diversity, employee wellness, transformational leadership, and social and emotional intelligence.

Chief Sheldon and Communication Specialist Jeff Mayo will attend the First Responder Wellness Conference on July 26 & 27 at Castleton University.

HPD continues to support other town departments where possible with the storm clean-up efforts and EOC meetings.

Chief Sheldon met with Clara Martin Executive Director Danielle Clayton to discuss a new grant which will provide HPD with an embedded overdose response person at Public Safety.

HPD calls for service: July 2 – July 15

Nature of Incident	Total Incidents
-----	-----
911 Hangup Call	13
Agency Assistance	10
Animal Bite	1
Animal Problem	12
Burglary	1
Burglary Alarm	25
Car Fire	1
Citizen Assist	20
Citizen Dispute	3
Condition of Release Violation	1
Traffic Accident with Damage	11
Traffic Accident with Injuries	1
Custodial Dispute	1
Deliver Message	1
Directed Patrol	120
Disorderly Conduct/Noise	1
Driving - License Suspended	2
Controlled Substance Problem	2
Embezzlement	1
Falls	2
Fire Call Undetermined Type	1
Fireworks	1
Foot Patrol	6
Found Property	6
Illegal Burning	1
Dumping	1
Information Report	12
Intoxicated Person	2
Juvenile Problem	6
Litter/Pollution/Public Health	1
Mental Health Emergency	2
Missing Person	1
Motor Vehicle Complaint	24
Paperwork Service	6
Parking Problem	3
Phone Problem /Harassment	1
Property Damage, Non-Vandalism	2
Public Speaking	1
Search Warrant	1

Seizure	1
Sex Offender Registry	3
Special Detail	1
Attempted Suicide	1
Suspicious Person	7
Suspicious Person/Circumstance	30
Theft	10
Theft of Motor Vehicle	2
Threatening	2
Traffic Hazard	2
Traffic Violation	2
Training	1
Trauma	2
Trespassing	4
Unresponsive Person	4
Unlawful Mischief	3

Total Incidents for This Report:	395
----------------------------------	-----

This a reminder about the online program CityProtect that all citizens can access to see calls for service for police, fire, and rescue.

Town Clerk

- On July 13th, two representatives from Vermont State Archives and Records Administration (VSARA) made a scheduled visit to the Town Clerk's office to provide guidance as we continue to enhance our document retention process and begin to develop a Records Management Plan for the Clerk's Office.
- The Clerk joined other staff members to assist at the Emergency Operations Center On Tuesday, July 11th to deal with the aftermath of the July 10th storm.
- The Secretary of State hosted the Clerk's Advisory Council via Zoom on July 18th. The focus was to check in regarding communities impacted by the storm and to provide an update on the SOS offices housed in Montpelier. Her office and the elections division have relocated to the Office of Professional regulation until utilities can be safely re-established. Their staff is also assisting various communities with clean up.
- We will be advertising for the part-time Assistant Clerk position.



AGENDA MEMORANDUM

July 25, 2023

Town Selectboard Meeting Item: 5.a

Submitted by: Christopher Holzwarth, DPW Project Manager

- Subject:** **Recommendation to Accept Class II Highway Paving Grant Agreement #P02134**
- Background:** The Town of Hartford applied for a Class II Highway paving grant to mitigate the cost of pavement milling, structure adjustment, paving, shoulder gravel, and line striping work along Christian Street from School Street in Hartford Village north.
- Town crews will also install drainage improvements along the highway with those cost mitigated by a Grant in Aid from VTrans.
- Discussion:** The grant approved by the Vermont Agency of Transportation is for the maximum allowed amount of up to \$200,000 with a local match of 25% or \$50,000.
- The grant will free up funds to begin improvements along the Quechee Hartland Road south of US Route 4.
- Impact:** \$200,000 of short-term financing through reserves or operating cash flow will cover the grant until reimbursed which typically takes two weeks.
- Recommendation:** It is staff's recommendation that the Selectboard execute Grant #P02134 utilizing reserves and operating cash flow to provide short-term financing of the grant.

Town Manager

STATE OF VERMONT

STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **Town of Hartford**, a **US Local Government** with its principal place of business at **173 Airport Rd, White River Junction, VT 05001**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **22** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

4. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D – Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont
Agency of Transportation

Grantee:
TOWN OF HARTFORD

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: P02134		² Original ☒ Amendment # _____	
³ Grant Title: Town Highway Class 2 Roadway Program - FY24			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$200,000.00	
		⁶ Total Award Amount: \$200,000.00	
⁷ Award Start Date: Jul 01, 2023		⁸ Award End Date: Dec 31, 2025	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000040704		¹¹ Grantee Name: Town of Hartford	
¹² Grantee Address: 173 Airport Rd			
¹³ City: White River Junction		¹⁴ State: VT	
		¹⁵ Zip Code: 05001	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ 20% Description: LOCAL SHARE	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: SZNMKKN8CHS4		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$200,000.00	\$200,000.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$200,000.00	\$200,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Christopher Bump

TITLE: District 4

PHONE:Cell (802) 356 - 7678

EMAIL: chris.bump@vermont.gov

GRANTEE

NAME: Christopher Holzwarth

TITLE: Public Works Project Manager

PHONE:Office: (802) 295 - 3622

EMAIL: cholzwarth@hartford-vt.org

ATTACHMENT A SCOPE OF WORK

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) 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.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 70% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.



VERMONT

AGENCY OF TRANSPORTATION

FY 2024 Municipal Highway Grant Application

APPLYING FOR: ☐ Structures ☒ Class 2 Roadway ☐ Emergency

MUNICIPALITY: Hartford MUNICIPAL CONTACT (name): Christopher Holzwarth

MAILING ADDRESS: 173 Airport Road, White River Junction, VT 05001

Phone: (802) 295-3622

E-Mail: cholzwarth@hartford-vt.org

ACCOUNTING SYSTEM: ☒ Automated ☐ Manual ☐ Combination

SAM #: SZNMKKN8CHS4

Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Chris Bump, District Project Manager

Phone: (802) 356-7678

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# 9, (Name) Christian Street 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:

The surface suffers major degradation from age, surface waters, and poor drainage.

Reason For Problem:

Age and poor drainage.

Proposed Scope of Work:

The project will restore and improve ditches to drain the road base and to cold plane and pave the road surface through the steep and curvy section of this critical highway in order to enhance public safety.

Detailed Cost Estimate (below or attached):

See attached spreadsheet entitled "Christian_Street_FY24_Improvements_Estimate.PDF".

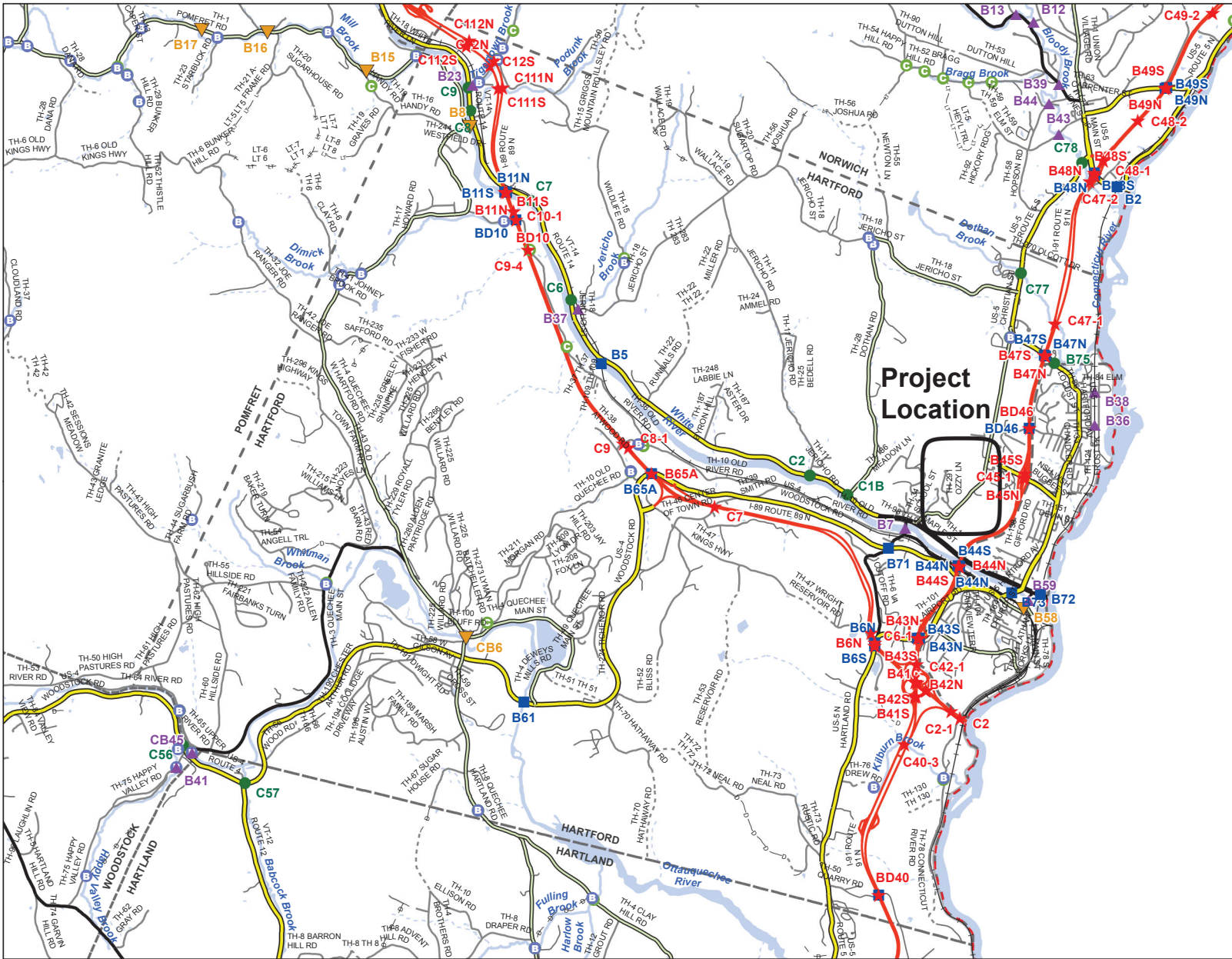
Estimated Project Amount: \$ 265,533.00

Estimated Completion Date: 10/01/2023

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

Below this line to be filled in by VTrans staff:Recommended Award Amount: **\$ 200,000**District Staff Approval: (name) Chris Bump Date: 4/26/2023**Note:**

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

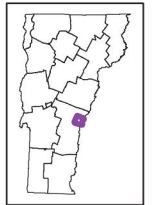


Scale: 1:54,260



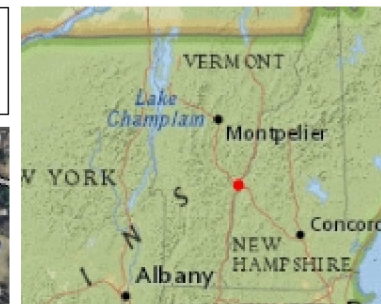
- ★ INTERSTATE
- STATE LONG
- STATE SHORT
- ▲ TOWN LONG
- ▼ FAS/FAU
- INTERSTATE
- STATE HIGHWAY
- CLASS 1
- CLASS 2
- CLASS 3
- CLASS 4
- - - - LEGAL TRAIL
- PRIVATE
- - - - DISCONTINUED
- FAS/FAU HWY
- MAINTENANCE DISTRICT
- POLITICAL BOUNDARY
- VTRANS REGION BOUNDARY
- NAMED RIVER-STREAM
- UNNAMED RIVER-STREAM
- Point from Local Bridge Data
- Point from Local Culvert Data

Produced by:
Mapping Section
Division of Policy, Planning and
Intermodal Development
Vermont Agency of Transportation
July 2015



HARTFORD
COUNTY-TOWN CODE: 1408-0
WINDSOR COUNTY
DISTRICT # 4
District Long Name: White River Junction District
VTrans Four Region: Southeast

This map was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The representation of the authors expressed herein do not necessarily state or reflect those of the U. S. Department of Transportation.

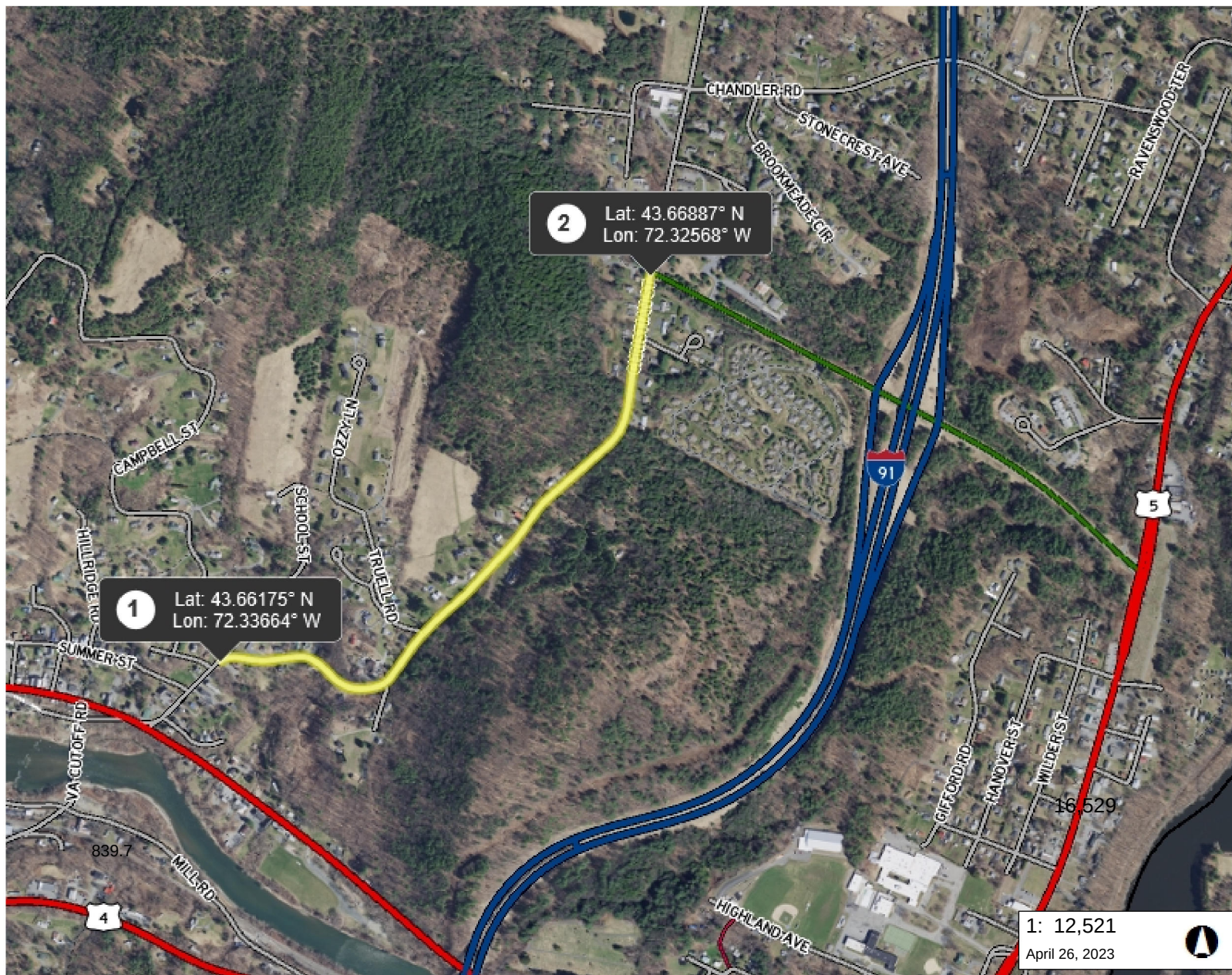


LEGEND

Roads

- Interstate
- US Highway; 1
- State Highway
- Town Highway (Class 1)
- Town Highway (Class 2,3)
- Town Highway (Class 4)
- State Forest Trail
- National Forest Trail
- Legal Trail
- Private Road/Driveway
- Proposed Roads

Town Boundary



1: 12,521

April 26, 2023



NOTES

Map created using ANR's Natural Resources Atlas

636.0 0 318.00 636.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Vermont Agency of Natural Resources

1" = 1043 Ft. 1cm = 125 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

Christian Street - TH 9
6+64 - 35+00



27+00



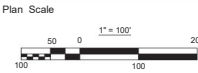
Planning Document
Not For Construction Purposes

**Class II Highway
FY24 Paving Grant
Estimating Plan**

**Christian Street - TH 9
6+64 - 35+00
White River Junction
Hartford, Vermont**

Revisions		
No.	Description	Date

Drawn By: C.D.H.
Checked By: _____
Approved By: _____
Project No: 2023-H1 Date: 2/09/2023



Sheet Number

P.1



Planning Document
Not For Construction Purposes

Class II Highway
FY24 Paving Grant
Estimating Plan
Christian Street - TH 9
35+00 - 52+21
White River Junction
Hartford, Vermont

Revisions	
No.	Description

Drawn By: C.D.H.

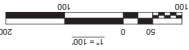
Checked By:

Approved By:

Project No: 2023-TH1

Date: 2/29/2023

Plan Scale



Sheet Number

P.2

03x12



Christian Street - TH 9
35+00 - 52+21

Christian Street (Type 1.5B & 1.5BM) Paving Calculations For 2024											3/2/2023
Item 1	Pavement	Length (ft)	Avg. Width	Depth inches	Tons	\$/Ton	Cost \$	Paint (ft)	Cost (ft)	Cost \$	Pave Cost
1.a	6+64 - 52+21	4,557	24	1.5	1,038	\$85.00	\$88,229	18,228	\$0.15	\$2,734	\$90,963
	Miles Paved	0.86			1,038			Pavement	Cost		\$90,963
	Shoulders (centerline feet)	4,557						Cost of Shoulder Gravel Installation			\$13,671
Item 2	Cold Plane Asphalt	N/A	Sq. Ft.	Depth (in)	Tons	Cost/Ton	Cost \$	Sq YDS	Cost/SY	Cost \$	Milling Cost
2.a	6+64 - 35+24	2,860	24	1.5	651	\$0.00	\$0	7,627	\$3.00	\$22,880	\$22,880
	Miles Milled	0.54					\$0	Cost of Road Milling & Disposal			\$22,880
Item 3	Structures to Adjust	Sewer MH	Drain MH	CB	WV	Cost/Structure	Cost \$				
3.a	Preliminary	6	0	2	5	\$1,250	\$13,750				\$13,750
								Cost of Structure Adjustments			\$13,750
Item 4	Box Cuts	Gravel	Gravel	Gravel	Gravel	Gravel	Gravel				Box Cut Cost
		Length (ft)	Width (ft)	Depth (in)	Tons	Cost/Ton	Cost \$				
4.a	Vicinity of Paula Street	150	24	24	547	\$13.50	\$7,380				\$7,380
								Cost of Box Cuts			\$7,380
Item 5	Underdrains	Gravel/Pipe	Gravel	Gravel	Gravel	Gravel	Gravel	Pipe/Fabric	Pipe/Fabric		Underdrain Cos
		Length (ft)	Width (ft)	Depth (in)	Tons	Cost/Ton	Cost \$	Cost (ft)	Cost		
5.a	Vicinity of Paula Street	150	4	60	228	\$13.50	\$3,075	\$5.00	\$750		\$3,825
								Cost of Underdrain			\$3,825
Item 6	Culvert Replacements	Gravel/Pipe	Gravel	Gravel	Gravel	Gravel	Gravel	Pipe	Pipe		Culvert Cost
		Length (ft)	Width (ft)	Depth (in)	Tons	Cost/Ton	Cost \$	Cost (ft)	Cost		
6.a	0	0	4	60	0	\$13.50	\$0.00	\$25.00	\$0.00		\$0
								Cost of Culverts			\$0
Item 7	Stone Ditch Allowance	Ditch Length	Ditch Width	Stone Depth	Stone	Stone	Stone	Fabric	Fabric		Stone Ditch Cos
		Length (ft)	Width (ft)	Depth (in)	Tons	Cost/Ton	Cost \$	Cost/SY	Cost		
7.a	N/A	3,750	6	12	1,708	\$13.50	\$23,063	\$25.00	\$62,500.00		\$85,563
								Cost of Stone Ditches			\$85,563
Item 8	Miscellaneous Pavement	Length (ft)	Avg. Width	Depth inches	Tons	\$/Ton	Cost \$				Pave Cost
8.a	Driveway Aprons + Side Roads	1	5000	1.5	47	\$85.00	\$4,034				\$4,034
					47			Miscl. Pave	Cost		\$4,034
Item 9	Miscellaneous	Subtotal	Percentage								Cost
9.a	Contingency	\$234,685	10.00%								\$23,468
	(Bonds, Erosion Control, Overages, Miscl, Unforsen, Etc.)							Contingency	Cost		\$23,468
	LEGEND	Est cost	Unit					Total Estimated Paving Costs			\$265,533
	Paving	\$85	Ton								
	Center & Fogg Line Paint	\$0.15	LF								
	Gravel	\$13.50	Ton								
	Milling 1" Pavement	\$3.50	SY								
	Adjust Structure(s)	\$1,250	Each								
	Underdrain Pipe/Fabric	\$5.00	LF								
	18" Culvert Pipe	\$25.00	LF								
	Ditch Stone	\$13.50	Ton								
	Ditch Filter Fabric	\$1.00	SY								

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name:	Christopher Bump
Title:	District Project Manager
Address:	Vermont Agency of Transportation District 4 223 Beswick Drive White River Junction, VT 05001

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of TransportationStandard Title VI/Non-Discrimination AssurancesDOT Order No. 1050.2A***Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“....*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



AGENDA MEMORANDUM

July 25, 2023

Town Selectboard Meeting Item: 5.b.

Submitted by: Christopher Holzwarth, DPW Project Manager

- Subject:** Recommendation to Accept Better Roads Grant in Aid Agreement #GA0563
- Background:** The Town of Hartford submitted a letter of intent to participate in the FY24 Better Roads Grant in Aid Program on 5/01/2023.
- The Better Roads Grant in Aid Program provides funds to improve drainage infrastructure along hydraulically connected road segments. The FY24 funds are currently targeting portions of improvements along Christian Street in the event the FY23 grant is inadequate and segments of Chandler Road both of which will enhance the current paving project. Any remaining grant funds will be utilized in the spring of 2024 after additional segments are identified and approved by the state for construction.
- Discussion:** The grant approved by the Vermont Agency of Transportation is for up to \$40,000 with a local match of 20% or up to \$10,000 for a total project budget of \$50,000.
- Impact:** \$40,000 of short-term financing through reserves or operating cash flow will cover the grant until reimbursed which typically takes two weeks.
- Recommendation:** It is staff's recommendation that the Selectboard execute Grant #GA0563 utilizing reserves and operating cash flow to provide short-term financing of the grant.

Town Manager



**LETTER OF INTENT TO PARTICIPATE IN THE SFY24
MUNICIPAL ROADS GRANTS-IN-AID PROGRAM**

We, the Legislative Body of the Municipality of Town of Hartford certify that the municipality will:

- Construct one or more road best management practices (BMPs) to bring connected road segments into full compliance with Municipal Roads General Permit (MRGP) standards, to be completed by September 30, 2024.
- Construct the road BMPs on hydrologically connected road segments – roads that drain directly into surface waters (streams, rivers, ponds, lakes and wetlands). Refer to the Vermont Department of Environmental Conservation (DEC) map layer for *hydrologically connected* municipal roads in Vermont. This map layer is available at: <http://anr.vermont.gov/maps/nr-atlas>.
- Prior to construction of the BMPs, **receive Construction Authorization from VTrans** to verify the appropriate location of the connected road segment and BMP(s) to meet MRGP standards.
- Post a Clean Water Project sign during construction (select projects only).
- Provide a minimum of 20% local match (in-kind and/or cash). Match can include quantified in-kind contributions such as transportation, municipally owned road equipment, crew labor, municipal staff time and other costs directly related to the BMP construction project as part of this program. Funds from other federal or state grant programs or local match for those other federal and state grant programs cannot be included as match.
- Complete all reporting and invoicing requirements using the VTrans requested format.
- Submit all Performance Reports and Request reimbursement no later than 12/30/2024 (90 days from end of grant period).
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app and certify during the request for reimbursement, that the repaired road segments are “fully compliant” with MRGP.

(Duly Authorized Representatives)

Date: 5/01/2023

Municipality: Town of Hartford

Primary Contact Name: Christopher Holzwarth, PM

Address: 173 Airport Road, White River Junction, VT 05001

Street Address

Town

Zip

Email: cholzwarth@hartford-vt.org Phone: 802-295-3622

Town Clerk (2nd contact): Lisa O'Neil Email: loneil@hartford-vt.org

Unique Entity Identifier (SAM #): SZNMKK8CHS4 Fiscal Year End Month (MM): 6

Note: Primary Contact is responsible for grant execution on Town's behalf, Secondary Contact must be Town Clerk.

This form must be submitted via email by May 5th, 2023 to indicate participation.

Return signed Letter of Intent to: VTrans Municipal Roads Grants-in-Aid Program, c/o VTrans Municipal Assistance Program, via email: Grantsinaid@vermont.gov

This is a letter of intention to participate only. THIS IS NOT A GRANT, CONTRACT or AGREEMENT.

**Chandler Rd
Hartford, VT
FY24 VTrans Grants in Aid Scope
Construction Due Sept. 30, 2024**

0.000 0.0085 0.017 0.0255 0.034
Miles

*** Construction Notes ***

In order for Towns to receive full grant reimbursement, Towns must comply using at least 7" erosion stone or greater on ditches with 8% slope unless you demonstrate ledge restrictions or supplier stone restrictions.

Post ditch construction photos must show hydroseeding or seed/mulch - bare soils must be covered.

shallow stone lined ditch and underdrain, outlet at corner

shallow stone lined ditch and underdrain

Install catch basin

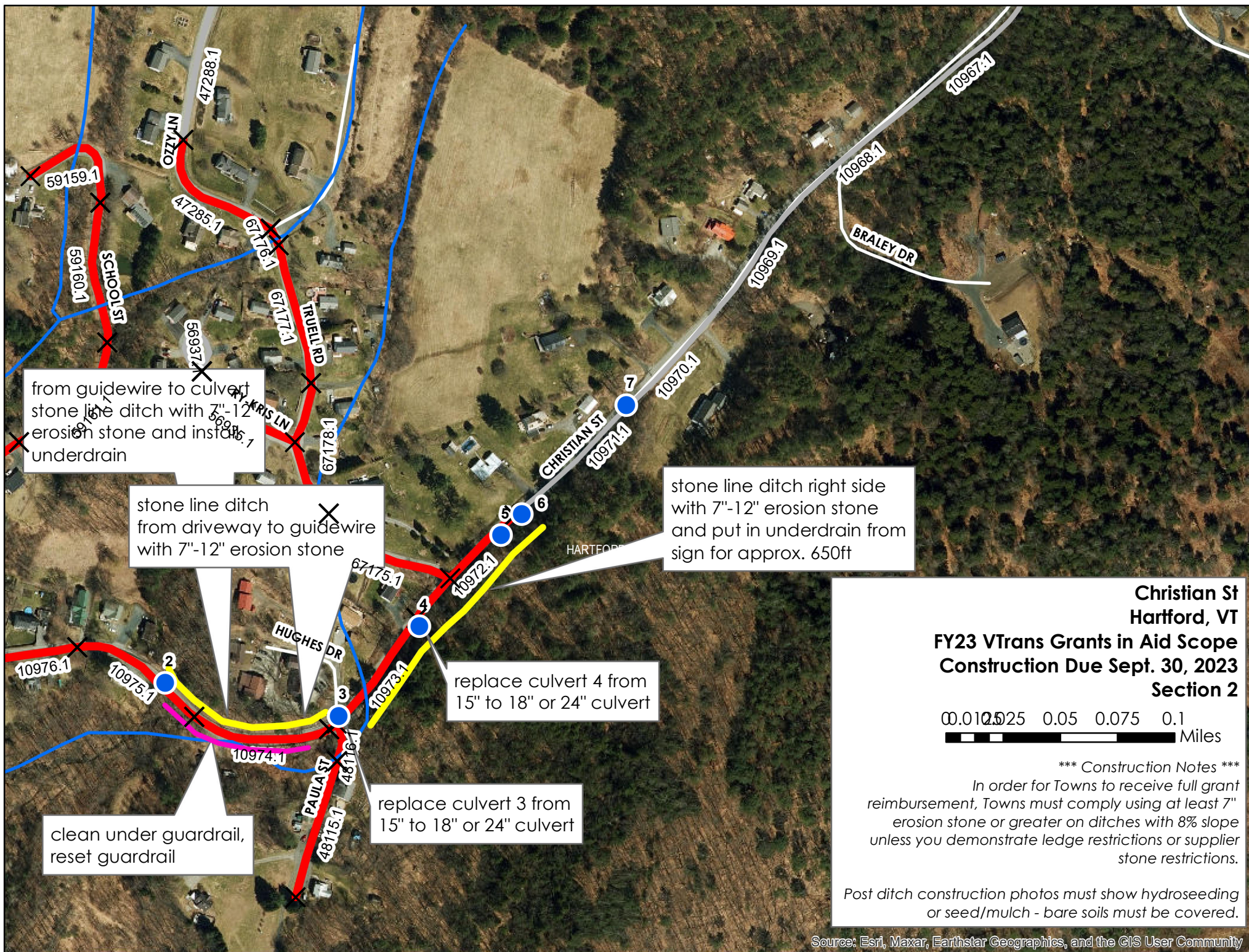
add new DI

add new driveway culvert

HARTFORD

FROST PARK
22627.1

HARTFORD AVE



**Christian St
Hartford, VT**

**FY23 VTrans Grants in Aid Scope
Construction Due Sept. 30, 2023
Section 2**

0 0.0125 0.025 0.05 0.075 0.1
Miles

***** Construction Notes *****

In order for Towns to receive full grant reimbursement, Towns must comply using at least 7" erosion stone or greater on ditches with 8% slope unless you demonstrate ledge restrictions or supplier stone restrictions.

Post ditch construction photos must show hydroseeding or seed/mulch - bare soils must be covered.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

STATE OF VERMONT STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **Town of Hartford**, a **US Local Government**, with its principal place of business at **173 Airport Rd, White River Junction, VT 05001**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation’s (DEC) Municipal Roads General Permit (MRGP).
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. The detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **16** pages including the following attachments which are incorporated herein:

Grant Agreement - Part 2 - Grant Agreement

Grant Agreement - Part 1 - Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D - Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - 4) Attachment A - Scope of Work
 - 5) Attachment B - Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont
Agency of Transportation

Grantee:
TOWN OF HARTFORD

Date: _____

Date: 7/19/2023

Signature: _____

Signature: _____

Name: Joe Flynn

Name: Bryan Gazda

Title: Secretary of Transportation

Title: Director of Public Works

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: GA0563		² Original ☒ Amendment # _____	
³ Grant Title: Grants in Aid - FY24			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$40,000.00	
		⁶ Total Award Amount: \$40,000.00	
⁷ Award Start Date: Jul 01, 2023		⁸ Award End Date: Sep 30, 2024	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000040704		¹¹ Grantee Name: Town of Hartford	
¹² Grantee Address: 173 Airport Rd			
¹³ City: White River Junction		¹⁴ State: VT	
		¹⁵ Zip Code: 05001	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ \$10,000.00 Description: 20% Required Match	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: SZNMKKN8CHS4		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$40,000.00	\$40,000.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$40,000.00	\$40,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Ross Gouin
 TITLE: Grants in Aid Project Coordinator
 PHONE: Cell (802) 595 - 2381
 EMAIL: ross.gouin@vermont.gov

GRANTEE

NAME: Christopher Holzwarth
 TITLE: Public Works Project Manager
 PHONE: Office: (802) 295 - 3622
 EMAIL: cholzwarth@hartford-vt.org

ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK:

The work described below shall be located on hydrologically connected road segment(s) that currently do not meet the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) standards in the Municipality of: **Town of Hartford**

2. WORK TO BE COMPLETED BY GRANTEE:

Implementation of Best Management Practices (BMPs) in accordance with the Vermont Department of Environmental Conservation's (DEC) Municipal Roads General Permit (MRGP) on eligible road segments that are not fully compliant with the MRGP. Supportive work specific to the grant, including selection of location (hydrologically connected segments), selection of BMP's to be implemented, pre-construction road erosion inventory of segments to be worked on, and post-construction reporting of completed work, is eligible under the terms of this grant. Supportive work is limited to 10% of the grant award with a maximum amount of One Thousand Five Hundred Dollars (\$1,500.00).

Grantee Agrees to:

- Conduct a preconstruction site visit and complete a Preconstruction Site Visit Report as required by VTrans.
- Receive written authorization to proceed from VTrans prior to beginning BMP implementation.
- Construct the BMP(s) on hydrologically connected roads to bring road segments into full compliance with MRGP standards.
- Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require prior certification that the repaired road segments are fully compliant with the MRGP.

BMPs include:

- Grass and stone-lined drainage ditches and stone check-dams;
- Turnouts, cross culverts, and other disconnection and infiltration practices;
- Lowering of high road shoulders;
- Installation or replacement of drainage culverts and driveway culverts on non-perennial streams within right of way and installation of culvert headwalls and outlet stabilization;
- Stabilizing conveyance zones;
- Addressing gully erosion on Class 4 roads;
- Addition of gravel to meet roadway/travel lane standards and;
- Stabilizing catch basin outlets.

Work must be completed in accordance with specifications contained in the MRGP, the Vermont Better Roads Manual, Agency of Natural Resources (ANR) Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s) with approval of the State.

3. SPECIAL CONDITIONS:

Per legislation passed in 2017, grant recipients for projects with anticipated construction durations of greater than two weeks shall post a Clean Water Project Sign in a location that is publicly visible within the project limits. Please contact Grantsinaid@vermont.gov for details on how to obtain a sign.

4. RESOURCE LINKS:

- Preconstruction Site Visit Report: [VTrans Grants in Aid Program | Agency of Transportation \(vermont.gov\)](#)
- MRGP portal/app: [Municipal Roads Program | Department of Environmental Conservation \(vermont.gov\)](#)
- Vermont Better Roads Manual: [Better Roads | Agency of Transportation \(vermont.gov\)](#)
- Agency of Natural Resources (ANR) Stormwater Manual: [stormwater | Department of Environmental Conservation \(vermont.gov\)](#)
- Green Stormwater Infrastructure Toolkit: [Green Stormwater Infrastructure Toolkit | Vermont League of Cities and Towns \(vlct.org\)](#)
- Clean Water Project Sign: [Project Signage | Department of Environmental Conservation \(vermont.gov\)](#)

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Part 1 – Grant Award Detail, provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, using the standard Municipal Grants in Aid invoice form, which Grantee shall send electronically via email to: Grantsinaid@vermont.gov

In addition to properly documented invoices, the Grantee must provide the State with the following documentation to be eligible for reimbursement:

1. One, color photograph per Road Segment, showing the road segment after completion.
2. Municipal Grants in Aid Invoicing Spreadsheet using the template provided by State.

Complete a post construction assessment of each road segment repaired and provide the post construction assessment to DEC using the MRGP portal/app. Reimbursement will require certification that the repaired road segments are fully compliant with MRGP.

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D OTHER PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits, Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

ATTACHMENT E
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*



**AGENDA
MEMORANDUM**

July 25, 2023

Town Selectboard Item: 5d

Submitted by: Gail Ostrout

Subject: Wilder Community Center

Background:

David Clem presented the opportunity to sell the Wilder Community Center to the Town of Hartford on 6/27/23. The board directed the Acting Town Manager on 7/11/23 to reach out: 1) to Leadership Team and Bugbee Senior Center to verify if they had an interest in the building for current or futures services; 2) to David Clem on the sales price.

Discussion:

The Leadership team was unable to identify an immediate or near future use of the center to warrant the town acquiring a bond. The Bugbee Senior Center stated at the present time we do not believe moving any of our services to the Wilder location or another location would be cost-effective or provide any enhanced benefits to Hartford seniors compared to remaining at Bugbee (see attached). David Clem provided a letter dated 7/19/23 with the purchase price and lease options (see attached)

Financial Impact: N/A

Recommendation: Board discussion to either explore other community activities that would warrant the town acquiring a bond or to notify Mr. Clem the town has no interest in purchasing or leasing his property.

Gail Ostrout

Acting Town Manager /Finance Director

Attachments: **Bugbee Senior Center Response**
David Clem Sales Price and Leasing Response



7/25/23 5d

White River Council on Aging
262 North Main Street, White River Junction, VT 05001
802-295-9068 • info@bugbeecenter.org

BOARD OF DIRECTORS

July 18, 2023

Emily Santaw
CHAIRPERSON
WILDER

Attn: Gail Ostrout
Town of Hartford
171 Bridge Street, White River Junction, VT 05001

Marieke Sperry
VICE CHAIRPERSON
NORWICH

Re: "Wilder Community Center" via email, July 11, 2023.

Patricia Taylor
TREASURER
WILDER

Gail,

Patti Crimmin-Greenan
SECRETARY
WHITE RIVER JUNCTION

Thank you for forwarding these questions to us, it is very much appreciated. We all agree that the Wilder Community Center is a wonderful facility, but it would not serve well as the site for the consolidated Hartford senior center, and not as well as the TD Bugbee Building. Repurposing the building to be a senior center would involve extensive work, particularly concerning accessibility, and could still only result in less capacity for our services with fewer options for activity space, food production, meeting rooms, offices, and storage. The location within Hartford is also less advantageous.

Sheila Bean
WHITE RIVER JUNCTION

Donald Blake
THETFORD CENTER

Mary Booth-Benton
WHITE RIVER JUNCTION

Our predecessors back in the 1970s exercised great foresight in selecting our present location and with the design and program for the TD Bugbee Building. Bugbee has remained a successful senior center and community gathering space nearly fifty years hence thanks to their work, and we do not think that such extensive renovations will be required here for the building to continue to function well into the future. Because Bugbee was built to be a senior center, maintaining this facility should generally be more cost effective than trying to adapt another structure built for a different purpose.

Diane Romano
WHITE RIVER JUNCTION

We want to emphasize that WRCOA board and staff absolutely believe the Wilder Community Center is a valuable part of our community's cultural heritage, and we hope that it can be preserved. At the present time we do not believe moving any of our services to the Wilder location would be cost-effective or provide any enhanced benefits to Hartford seniors.

Steven Tofel
THETFORD CENTER

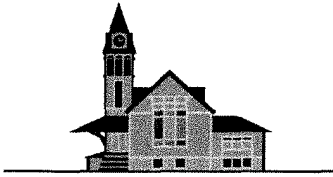
Thank you for offering the chance to discuss this topic. We are always happy to discuss the future of services for older adults in Hartford.

Sincerely,

Mark Bradley
Executive Director
White River Council on Aging

Emily Santaw
Chairperson
White River Council on Aging

7/25/23 5d



July 19, 2023

Gail Ostrout, Acting Town Manager
Town of Hartford
171 Bridge Street
White River Jct., VT 05001

Dear Ms. Ostrout,

I am responding to your July 11, 2023 request for information regarding the potential sale of Wilder Center and the other residential property on Hartford Avenue.

I would like to close a transaction by the end of 2023, but it was my understanding from our earlier meeting that this is not likely given Town obligations regarding bonds or capital expenditures. In order to allow the Town more time to complete the process, I think we might structure a lease with a purchase option. I think a lease of the entire building and the parking lot across the street would be \$7500.00/month NNN, or \$90,000.00 annually. The lease would commence September 1, 2023 and have a ten year term, with a purchase right after 12 months. The purchase price would be \$1,500,000.00 as is, excluding the organ and personal property.

The two family house on Hartford Avenue is under separate ownership and the as is price is \$250,000.00. This structure has been demolished and environmentally remediated, but will require complete rehabilitation. It could be a four unit apartment or a suite of private bedrooms with a common kitchen and dining and living area on the first floor and shared bathroom on the first, second and third floors. This property can be purchased separately as long as the Town is responsible for sub-division or there is a lease of the parking spaces to the Wilder Center in place.

This offer is good until 5:00 PM on Friday, July 28, 2023 unless extended in writing.

Sincerely,

David Clem



TOWN OF HARTFORD SELECTBOARD MINUTES

Tuesday, July 11, 2023, 6:00pm
Hartford Town Hall, 171 Bridge Street,
White River Junction, VT 05001

This meeting was conducted in person at Town Hall

Present: Michael Hoyt, Chair; Dan Fraser, Vice-Chair; Kim Souza, Clerk; Lannie Collins, Member; Mary Erdei, Member; Ally Tufenkjian, Member; Lana Livingston; Gail Ostrout; Dana Clawson; Joe Major; CHiCo Estridge; Jahn Haffner; Dillon Walsh; Bryan Gazda; Lori Hirshfield; Jesse Pollard; Samantha Davidson Green;

Absent: Rocket, Member

JAM Link:

<https://www.youtube.com/watch?v=vODKs4cAaE&list=PLAdkf9ugxof7FGsvb7b8PHLFaNfKZbq-g&index=1>

- I. Call to Order the Selectboard Meeting by Selectboard Chair, Mike Hoyt at 6:00 PM
- II. Pledge of Allegiance was recited.

Gail Ostrout, Acting Town Manager gave an update about storm related issues. She thanked the staff for all their hard work done.

- III. Executive Session:
Selectboard Member, Ally Tufenkjian made the motion to move to find that premature general public knowledge of the potential agreement between the Town and the Hartford Career Firefighters' Association will clearly place the Town at a substantial disadvantage by disclosing its negotiation strategy. Selectboard Vice Chair, Dan Fraser seconded the motion. All were in favor and the motion passed.
Selectboard Member, Mary Erdei moved that we enter executive session to discuss the potential agreement between the Town and the Hartford Career Firefighters' Association under the provisions of Title 1, Section 313(a)(1) of the Vermont Statutes. Selectboard Vice Chair, Dan Fraser seconded the motion. All were in favor and the motion passed.

Selectboard Member Ally Tufenkjian made the motion to close the Executive Session at 6:28PM. Selectboard Vice Chair, Dan Fraser seconded the motion. All were in favor and the motion passed.

Public Session Motion

Selectboard Member, Lannie Collins made the motion to Move to approve the collective bargaining agreement with the Hartford Career Firefighters'

Association, Local 2905, of the International Association of Firefighters, as tentatively agreed by the Town's negotiating team comprised of Acting Assistant Town Manager/HR Director Paula Nulty, Fire Chief Scott Cooney, and Town Attorney Brian Monaghan, for the period July 1, 2023, through June 30, 2028, and to authorize Gail Ostrout, Acting Town Manager, to sign all documents necessary to effectuate the contract. Selectboard Clerk, Kim Souza seconded the motion. All were in favor and the motion passed.

IV. Local Liquor Control Board: None

V. Local Cannabis Control Board: None

VI. Order of Agenda – Move 5.j. Housing Committee Report to after 5.c.

VII. Selectboard

1. Public Comment

Marie Alvin from WRJ (on zoom) thanked everyone for all the work done around the Wilder Park & Ride. She would like the Town to find a place for the overflow from the Haven. She would like a Town newsletter. Parks & Rec currently gives weekly updates that she finds very helpful. She asked again how much is the Haven costing the Town for emergency services.

2. Selectboard Comments and Announcements

All the Selectboard Members thanked the Town staff for all the work they have done and will be doing in the days to come to recover from storm issues.

3. Appointments: None

4. Town Manager and Significant Activity Reports

<https://cms5.revize.com/revize/hartfordvt/Total%20Report.pdf>

5. Board Reports, Motions & Ordinances

a. VT Law and Graduate School Preferred Sighting Guide presented by Dana Clawson.

Recommendation: The Hartford Select Board make recommendations on the document at any point in time and refer to guide as request for preferred siting designations come before the Select Board.

b. Amendment to TRORC contract on Town Plan Housing Chapter Update.

Selectboard Vice Chair, Dan Fraser made the motion to Authorize the Selectboard Chair or Vice-Chair to execute an amendment to the contract with TRORC to include additional services as detailed in Attachment 3, increase the compensation to \$20,750, and extend the term of the contract to November 30, 2023, effective as of July 1, 2023. Selectboard Member, Mary Erdei seconded the motion. All were in favor and the motion passed.

c. Request to install monitoring wells on Town Hall Property and Maple St.

Selectboard Clerk, Kim Souza made the motion to Approve the placement of the proposed monitoring wells on the condition that they meet the approval of staff upon the review of required submittals by Weston & Sampson or its designee. Selectboard Member, Mary Erdei seconded the motion. All were in favor and the motion passed.

- d. Guard Rail Improvements (Project No. 2023-H1) Selectboard member, Lannie Collins Made the motion to authorize the Director of Public Works to execute a contract with Vermont Recreational Surfacing & Fencing, Inc for \$40,298 with any change orders to follow the purchasing policy. Selectboard Clerk, Kim Souza seconded the motion. All were in favor and the motion passed.
- e. Line Striping (Project No. 2023-H8) Selectboard Member, Ally Tufenkjian made the motion to authorize the Director of Public Works to execute a contract with the K5 Corporation for \$43,706.71 with any change orders to follow the purchasing policy. Selectboard Member, Lannie Collins seconded the motion. All were in favor and the motion passed.
- f. Town Manager Search Committee Update
The Selectboard was updated from a memo from Dominic Cloud, VLCT. The committee is meeting 7/13/2023 to select the first round of candidates. Hopefully the first round of interviews will be no later than early in the week of 7/31/2023.
- g. FYE25 Budget Timeline
It was the consensus of the Selectboard to begin the Budget process in August with the Capital Budget.
- h. Construction Line of Credit
It was the consensus of the Selectboard that the Town's Finance Director and Treasurer will apply for a three-million-dollar line of credit for construction projects.
- i. JAM (Junction Arts & Media – formerly CATV)
It was decided by consensus that we will continue with JAM and Zoom as we are now and wait for Dillion Walsh, IT Director, and JAM to come up with a better solution to go forward.
- j. Housing Committee
The Selectboard discussed the Town's Letter of Interest and potential proposal for state funding for emergency housing efforts in order to give guidance to the Housing & Homelessness Committee. There was consensus that additional information from the state on the amount of funding available and proposal submission process was needed and for the committee to keep researching options, such as supporting an existing organization's efforts.
- k. Wilder Community Center
The Selectboard asked the Acting Town Manager to ask the Dept. Heads if they have any suggestions for the use of the building. Also, to reach out and ask what the cost and timeframe is.

VIII. Commission Reports

Dan Fraser: Tree Board

The July Tree of the Month is a yellowwood (*Cladrastis kentukea*) at the corner of Worcester Ave and Rt 5 (across from the entrance to Hartford High School). It tends to be a good street tree because once established, it is drought tolerant. This tree is extremely rare and difficult to find in the wild and in nursery production. In fact, it is on the endangered species list for many states.

Kim Souza: Planning Commission

On June 26th the Planning Commission approved a Boundary Lot Line Adjustment on Old River Road and reviewed a Site Development Plan on Christian Street which was continued to July 31st.

Town Plan Steering Committee met on June 29th and discussed the developing Goals, Strategies and Actions relating to the update Housing Chapter of the Town Plan. The next meeting is Weds, July 12 @ 6:30pm. Community members are encouraged to look for more information on this at the Home for Hartford Page on the Town Website and to participate in the Homes for Hartford multimedia station located at JAM (formerly CATV) in downtown White River Junction. Folks can join the conversation about current and future housing needs in Town – its fast, easy and fun to see the impact of input immediately. The Multimedia Station will rotate to different locations in Town over the next few months.

Ally Tufenkjian:

Resilient Hartford:

- Had a successful work party at the Clifford Park Food Forest on June 25th with more planting, weeding, and seeding.
- Pursuing a New England Grassroots Environmental Fund (NEGEF) to secure funding for a water pump for the Food Forest.
- The Quechee Lakes Landowners Association (QLLA) and the QLLA Diversity Equity and Inclusion Council have been working on a revised land use agreement for an Abenaki herb garden.
- The Hartford School Board denied the request to Wilder School Food Forest Project due to the staff shortage for custodial and maintenance positions. They will work with the school principal on a revised proposal.
- One vacancy

Hartford Committee on Racial Equity & Inclusion:

- One vacancy and one anticipated vacancy

Housing & Homelessness Committee:

- One vacancy

IX. Consent Agenda: **Selectboard Clerk, Kim Souza made the motion to approve the Consent Agenda. Selectboard Vice Chair, Dan Fraser seconded the motion. All were in favor and the motion passed.**

***Please note: the motion made by Kim Souza for the Tax Rate approval was inadvertently stated as “billion.” It should have been stated “million” for the grand list number. The written motion is correct.*

Approve Payroll Ending: 7/8/2023

Approve Meeting Minutes of: 6/27/2023 & 7/7/2023

Approve A/P Manifest of: 7/7/2023 and 7/13/2023

Selectboard Meetings Needed to be approved: 8/8/2023 and 8/22/2023

Selectboard Meeting Already Approved: 7/25/2023

X. Adjourn the Selectboard Meeting

Selectboard Clerk, Kim Souza made the motion to adjourn the meeting at 8:45pm. Selectboard Vice Chair, Dan Fraser seconded the motion. All were in favor and the motion passed.

Kim Souza, Clerk

7/11/2023 meeting

TOWN OF HARTFORD SPECIAL/EMERGENCY SELECTBOARD MINUTES

Tuesday, July 18, 2023, 5:30pm

Hartford Town Hall, 171 Bridge Street,

White River Junction, VT 05001

This meeting was conducted in person at Town Hall only

Present: Michael Hoyt, Chair; Dan Fraser, Vice-Chair; Kim Souza, Clerk; Lannie Collins, Member; Mary Erdei, Member; Rocket, Member, Ally Tufenkjian, Member; Lana Livingston; Gail Ostrout; Patrick Adrian, Valley News.

- I.** Call to Order the Selectboard Meeting at 5:30pm by Chair, Mike Hoyt.
- II.** Pledge of Allegiance was recited and led by Lannie Collins.
CHANGE IN AGENDA – ADD ITEM
QUECHEE COVERED BRIDGE REQUEST FOR PREAUTHORIZATION OF
SHORT BID AFTER SIMON PEARCE DAM (vetted OML with VLCT this morning
and this is acceptable)
- III.** Simon Pearce Dam
Selectboard Clerk, Kim Souza made the motion that the Selectboard approve and sign the property owner letter regarding the plan of action for the Simon Pearce Dam. Selectboard Member, Rocket seconded the motion. All were in favor and the motion passed.
- IV.** Quechee Covered Bridge Request for Preauthorization of Short Bid
Selectboard Member, Ally Tufenkjian made the motion that the Selectboard pre-authorize the Acting Town Manager or designee to execute a contract for the emergency repairs of the riverbank slope for the Quechee Bridge in an amount not to exceed \$100,000. Executed contract and update will be provided to the board by August 6, 2023. Selectboard Member, Rocket seconded the motion. All were in favor and the motion passed.
- V.** Adjourn the Selectboard Meeting
Selectboard Member, Rocket made the motion to adjourn the Selectboard meeting at 6:00pm. Selectboard Clerk, Kim Souza seconded the motion. All were in favor and the motion passed.

Kim Souza Clerk
7.18.2023 Meeting