



TOWN OF HARTFORD SELECTBOARD AGENDA

Tuesday, August 6, 2024, 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 (6:00)
- II. Pledge of Allegiance (6:02)
- III. Local Liquor Control Board: None
- IV. Local Cannabis Control Board (6:03)
 1. Consider the Renewal for Application #S-000008624-GMG Cannabis LLC
 2. Consider the Renewal for Application #S-000008926 VVS Farms LLC
- V. Order of Agenda
- VI. Selectboard
 1. Public Comment (6:10)
 2. Selectboard Comments and Announcements (6:20)
 3. Appointments: None
 4. Town Manager's Report (6:25)
Significant Activity Reports: <https://www.hartford-vt.org/Archive.aspx?ADID=488>
 5. Board Reports, Motions & Ordinances
 - a. ARPA Funds Update and Re-Allocation Proposals (6:30)
 - b. Consider Amendments to the Hartford Business Revolving Loan Fund Guidelines (7:00)
 - c. Consider Amendments to 2020 VCDP Revolving Loan Fund Guidelines (7:10)
 - d. Acceptance of a Grant for South Main Street TIF Project Improvements (7:20)
 - e. Adopt Necessity Resolution, Approve Warning and Bond Vote Form of Ballot for Fairview Terrace Reconstruction Project (7:30)
 - f. Continued Discussion of Listening Session and Strategic Planning (7:40)
- VII. Commission Reports (7:45)
- VIII. Consent Agenda (7:50)

Approve Payroll Ending: 8/3/2024
Approve A/P Manifest of: 8/2/2024 & 8/8/2024
Approve Meeting Minutes of: 7/23/2024
Future Meetings: 8/20/2024; 9/3/2024; 9/17/2024
- IX. Adjourn the Selectboard Meeting (7:55)

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 05001

Telephone: 802/295-9353 • Fax: 802/295-6382

website: www.hartford-vt.org



Serving the Villages of Hartford ♦ West Hartford ♦ White River Junction ♦ Wilder ♦ Quechee

TO: Hartford Cannabis Control Commission
John Haverstock, Town Manager

FROM: Lisa O'Neil, Town Clerk

RE: CCB Application #S-000008624

DATE: July 29, 2024

Attached please find:

- VT Cannabis Control Board (CCB) submitted application #S-000008624-Redacted (GMG Cannabis, LLC)
- Application for Local Cannabis License-Town of Hartford-Redacted with additional documents provided by applicant & Department Signature Pages labeled as follows:
 - Exhibit A: Fire Marshal
 - Exhibit B: Planning & Development
 - Exhibit C: Town Clerk
 - Exhibit D: Public Works

JUL 17 2024

Application for Local Cannabis License
Town of Hartford

On July 12, 2022, the Hartford Selectboard adopted a resolution establishing a local Cannabis Control Commission (CCC) to provide local licenses for cannabis operations. The Selectboard will act as the CCC and provide licenses, including any necessary conditions for parties interested in operating in the Town of Hartford. The following application information is required for review and approval by the CCC prior to commencing operation. Failure to receive approval and licensing from the CCC may result in a notice of violation, including applicable fines.

1. Applicant Information

Name: GMG Cannabis, LLC
Doing Business As: Green Mountain Gourmet Cannabis Company
Mailing Address: _____
Telephone _____
Number: _____
Email: info@gmgcannabis.com

2. Owner/Agent Contact Information

Name: Elizabeth Dion
Mailing Address: _____
Telephone _____
Number: _____
Email: liz@gmgcannabis.com

3. Property address where use will occur in the Town

4. Licensing Information

Type of License Requested (check all that apply)

	License Type	Tier (if applicable)	Date Applied for State Permit	State Permit Number (if Issued)
☐	Outdoor Cultivation*			
☐	Indoor Cultivation*			
☐	Mixed Cultivation*			
☐	Retail			
☒	Manufacturing*	2	July 5, 2024	S-000008624
☐	Testing			
☐	Wholesale			

VT CCB
application
number

Note: * Requires indication of tier. For more information on tiers, visit www.ccb.vermont.gov

We have held a manufacturing license (MANU0069) since 08/14/2023

5. Local Compliance Information

Compliance Questions	Answer
Land Use	
Has the Hartford Zoning Administrator (ZOA) been contacted regarding your proposed use?	
Has the ZOA determined if the use is permitted in the location you have identified?	
If yes, has the ZOA determined if a new zoning permit required?	
If a zoning permit is required, what is the date the complete application was accepted for review?	
Has the zoning permit been issued? If so, what is the effective date.	7/17/2023
Water and/or Wastewater	
Is an allocation for Town water and/or wastewater being requested?	NO
If yes, how many gallons per day have been requested?	
Has an allocation been granted? If so, please attach approval for allocation.	

6. Acknowledgement & Signature

I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature  Date 7/17/2024

Printed Name SCOTT Bunzey

Return completed applications to the Town Clerk at 171 Bridge Street White River Junction, VT 05001 for processing.

Official Use Only – Do Not Write Below This Line**Department Sign Offs**

Building Code/Fire Prevention: Fire Marshal Peltier Town Clerk: _____

Planning & Development: _____ Public Works: _____

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

6. Acknowledgement & Signature

I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature  Date 7/17/2024

Printed Name Scott Bunzey

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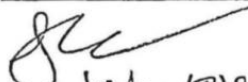
Official Use Only – Do Not Write Below This Line

Department Sign Offs

Building Code/Fire
Prevention: _____

Town Clerk: _____

Planning &
Development: _____


Jos Ann Ellis
7-17-24

Public Works: _____

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

6. Acknowledgement & Signature

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Signature  Date 7/17/2024

Printed Name Scott Bunzey

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Department Sign Offs

Building Code/Fire
Prevention: _____

Town Clerk: Linda M. O'Neil 7/29/2024

Planning &
Development: _____

Public Works: _____

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

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I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature  Date 7/17/2024

Printed Name Scott Bunzey

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Building Code/Fire
Prevention: _____

Town Clerk: _____

Planning &
Development: _____

Public Works: 

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

VT CCB: Application S-000008624 LCC Submission

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

VCCB Applications <ccb.applications@vermont.gov>

Mon 7/8/2024 1:36 PM

To: Paula Nulty <pnulty@hartford-vt.org>; Lisa O'Neil <loneil@hartford-vt.org>; John Haverstock <jhaverstock@hartford-vt.org>
Cc: info@gmgcannabis.com <info@gmgcannabis.com>

JUL 08 2024

[EXTERNAL EMAIL: DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

The Cannabis Control Board would like to inform you that S-000008624, Manufacturers Tier 2 Renewal has been submitted. Approval is pending by the CCB as well as your Local Control Commission. This applicant's proposed cannabis establishment is within your municipality.

Pursuant to state law, most cannabis establishment application materials are confidential. See 7 V.S.A. § 901(h)(1)(A). The Board is sharing some of the application information in this document to facilitate the Local Control Commission's licensing review. The Board asks that you abide by state law and maintain the confidentiality of this information.

The Local Control Commission may request further information about the proposed cannabis establishment directly from the applicant.

Business Legal Name and Registered: GMG Cannabis, LLC, or Green Mountain Gourmet Cannabis Company Alternatives: GMG Cannabis, LLC, or Green Mountain Gourmet Cannabis Company

Address: (please note that for all application types except retail establishments and integrated facilities) the address of this establishment is not public information and should not be shared):

Principals and Controlling Entities: Liz Dion & Scott Bunzey

Primary Contact's email address: info@gmgcannabis.com

Primary Contact's phone number:

For this license type, the applicant is asked the following questions which may be relevant to your review:

- Do you comply with required inspections or permits from other state and local agencies (for example, certificates of occupancy)?
 - Yes
- Is your proposed Cannabis Establishment project in a public building?
 - Yes

All applicants are required comply with Division of Fire Safety (DFS) requirements which is documented through a non-jurisdictional letter or fire safety inspection report.

In order to issue this license, the CCB requires the approval of your Town's Local Control Commission.

Please submit documentation of the Local Control Commission's decision via email to CCB.Applications@vermont.gov

Local Control Commission authority is defined at 7 V.S.A. § 863, and the Board has developed information for municipalities and Local Control Commissions on its [website](#). Per CCB Rule 2.14, if a Local Control Commission allows an application to remain undecided for forty-five days, that application is presumptively granted. For a list of upcoming projects proposed in your municipality, [click here](#).

Thank you,

Cannabis Control Board

For assistance, contact: (802) 828-1010

CCB.Applications@vermont.gov



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Serving the Villages of Hartford ♦ West Hartford ♦ White River Junction ♦ Wilder ♦ Quechee

TO: Hartford Cannabis Control Commission
John Haverstock, Town Manager

FROM: Lisa O'Neil, Town Clerk

RE: CCB Application #S-000008926

DATE: July 29, 2024

Attached please find:

- VT Cannabis Control Board (CCB) submitted application #S-000008926-Redacted (VVS FARMS, LLC)
- Application for Local Cannabis License-Town of Hartford-Redacted with additional documents provided by applicant & Department Signature Pages labeled as follows:
 - Exhibit A: Fire Marshal
 - Exhibit B: Planning & Development
 - Exhibit C: Town Clerk
 - Exhibit D: Public Works

JUL 23 2024

**Application for Local Cannabis License
Town of Hartford**

On July 12, 2022, the Hartford Selectboard adopted a resolution establishing a local Cannabis Control Commission (CCC) to provide local licenses for cannabis operations. The Selectboard will act as the CCC and provide licenses, including any necessary conditions for parties interested in operating in the Town of Hartford. The following application information is required for review and approval by the CCC prior to commencing operation. Failure to receive approval and licensing from the CCC may result in a notice of violation, including applicable fines.

1. Applicant Information

Name: VVS FARMS LLC

Doing Business As: VVS LABS

Mailing Address:

Telephone

Number:

Email: TISH.MEAH@GMAIL.COM

2. Owner/Agent Contact Information

Name: TISH OWENS

Mailing Address:

Telephone

Number:

Email: TISH.MEAH@GMAIL.COM

3. Property address where use will occur in the Town

4. **Licensing Information**

Type of License Requested (check all that apply)

License Type		Tier (if applicable)	Date Applied for State Permit	State Permit Number (if Issued)
☐	Outdoor Cultivation*			
☐	Indoor Cultivation*	1	08/01/2022	
☐	Mixed Cultivation*			
☐	Retail			
☐	Manufacturing*			
☐	Testing			
☐	Wholesale			

Note: * Requires indication of tier. For more information on tiers, visit www.ccb.vermont.gov

5. **Local Compliance Information**

Compliance Questions	Answer
Land Use	
Has the Hartford Zoning Administrator (ZOA) been contacted regarding your proposed use?	YES
Has the ZOA determined if the use is permitted in the location you have identified?	YES
If yes, has the ZOA determined if a new zoning permit required?	NO
If a zoning permit is required, what is the date the complete application was accepted for review?	NA
Has the zoning permit been issued? If so, what is the effective date.	NA
Water and/or Wastewater	
Is an allocation for Town water and/or wastewater being requested?	NA
If yes, how many gallons per day have been requested?	NA
Has an allocation been granted? If so, please attach approval for allocation.	NA

JUL 23 2024

6. Acknowledgement & Signature

I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature TISH OWENSDate 07/22/24Printed Name TISH OWENS

Return completed applications to the Town Clerk at 171 Bridge Street White River Junction, VT 05001 for processing.

Official Use Only – Do Not Write Below This Line

Department Sign Offs

Building Code/Fire
Prevention: see attached
Non-Jurisdictional

Town Clerk: _____

Planning &
Development: _____

Public Works: _____

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

Exhibit A
continued

JUL 23 2024

Re: CONFIDENTIAL CCB Application #S-000008926 VVS Farms

Tom Peltier <tpeltier@hartford-vt.org>

Tue 7/23/2024 3:45 PM

To: Lisa O'Neil <loneil@hartford-vt.org>; Jo-Ann Ells <jells@hartford-vt.org>; Bryan Gazda <bgazda@hartford-vt.org>

📎 1 attachments (306 KB)

#S-000008926 RENEWAL VVS Farms Signed.pdf;

Good Afternoon,

Please see the attached - This property is not a public building per **20 V.S.A. § 2730** and we do not have jurisdiction.

Thank you,

Thomas Peltier
Fire Marshal
Hartford Fire Department
812 VA Cut Off Road,
White River Junction, VT. 05001
Phone (802)-295-3232
Cell (802)-299-7013

"Excellence in Service"



"WORKING Smoke Alarms, Carbon Monoxide Alarms and Sprinkler Systems Saves Lives"

Schedule Fire Inspections

From: Lisa O'Neil <loneil@hartford-vt.org>

Sent: Tuesday, July 23, 2024 10:36 AM

To: Jo-Ann Ells <jells@hartford-vt.org>; Tom Peltier <tpeltier@hartford-vt.org>; Bryan Gazda <bgazda@hartford-vt.org>

Subject: CONFIDENTIAL CCB Application #S-000008926 VVS Farms

Hi, All,

Attached please find the Hartford Renewal Application (NOT Redacted) for CCB#S-000008926/VVS Farms LLC dba VVS Labs. Kindly review, sign off for your department and return to me for placement on a future Select Board/Cannabis Control Commission Agenda.

6. Acknowledgement & Signature

I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature TISH OWENSDate 07/22/24Printed Name TISH OWENS

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Department Sign Offs

Building Code/Fire
Prevention: _____

Town Clerk: _____

Planning & Development: [Signature]
JoAnn Ellis 7/23/24

Public Works: _____

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

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Signature TISH OWENSDate 07/22/24Printed Name TISH OWENS

Return completed applications to the Town Clerk at 171 Bridge Street White River Junction, VT 05001 for processing.

Official Use Only – Do Not Write Below This Line

Department Sign OffsBuilding Code/Fire
Prevention: _____

Town Clerk: _____

Lisa M. O'Neil 7/24/24Planning &
Development: _____

Public Works: _____

Cannabis Control Commission Review

License/Application #: _____

Date of CCC Meeting: _____

Action by CCC: _____

Date Follow-up sent: _____

6. Acknowledgement & Signature

I acknowledge and understand that this application for a local cannabis license (or licenses) is independent of any approvals issued by the State of Vermont's Cannabis Control Board. I further acknowledge that any license(s), if granted, will expire one year from the date the State finalizes and issues the license after approval by the Hartford Cannabis Control Commission and a new application will be required for renewal. I agree to comply with any conditions included with approval of a cannabis license issued by the Town of Hartford and understand t failure to comply with any identified conditions may result in revocation of this license, including any applicable penalties or fines associated with the violation of conditions.

Signature TISH OWENS

Date 07/22/24

Printed Name TISH OWENS

Return completed applications to the Town Clerk at 171 Bridge Street White River Junction, VT 05001 for processing.

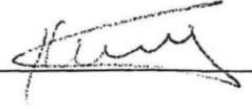
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Building Code/Fire
Prevention: _____

Town Clerk: _____

Planning &
Development: _____

Public Works: 

Cannabis Control Commission Review

License/Application #: _____ Date of CCC Meeting: _____

Action by CCC: _____ Date Follow-up sent: _____

VT CCB: Application S-000008926 LCC Submission

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

VCCB Applications <ccb.applications@vermont.gov>

Wed 7/3/2024 12:29 PM

To: Paula Nulty <pnulty@hartford-vt.org>; Lisa O'Neil <loneil@hartford-vt.org>; John Haverstock <jhaverstock@hartford-vt.org>
Cc: tish.meah@gmail.com <tish.meah@gmail.com>

JUL 03 2024

[EXTERNAL EMAIL: DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

The Cannabis Control Board would like to inform you that S-000008926, Indoor Cultivator Tier 1 Small Cultivator Renewal has been submitted. Approval is pending by the CCB as well as your Local Control Commission. This applicant's proposed cannabis establishment is within your municipality.

Pursuant to state law, most cannabis establishment application materials are confidential. See 7 V.S.A. § 901(h)(1)(A). The Board is sharing some of the application information in this document to facilitate the Local Control Commission's licensing review. The Board asks that you abide by state law and maintain the confidentiality of this information.

The Local Control Commission may request further information about the proposed cannabis establishment directly from the applicant.

Business Legal Name and Registered: VVS Farms LLC Alternatives: VVS Farms llc

Address: (please note that for all application types except retail establishments and integrated facilities) the address of this establishment is not public information and should not be shared):

Principals and Controlling Entities: Tish Owens

Primary Contact's email address: tish.meah@gmail.com

Primary Contact's phone number:

For this license type, the applicant is asked the following questions which may be relevant to your review:

- Do you comply with required inspections or permits from other state and local agencies (for example, certificates of occupancy)?
 - Yes
- Is your proposed Cannabis Establishment project in a public building?
 - No
- Is the physical site of operation on a municipal water supply?
 - No

All applicants are required comply with Division of Fire Safety (DFS) requirements which is documented through a non-jurisdictional letter or fire safety inspection report.

In order to issue this license, the CCB requires the approval of your Town's Local Control Commission.

Please submit documentation of the Local Control Commission's decision via email to CCB.Applications@vermont.gov

Local Control Commission authority is defined at 7 V.S.A. § 863, and the Board has developed information for municipalities

and Local Control Commissions on its [website](#). Per CCB Rule 2.14, if a Local Control Commission allows an application to remain undecided for forty-five days, that application is presumptively granted. For a list of upcoming projects proposed in your municipality, [click here](#).

Thank you,

Cannabis Control Board

For assistance, contact: (802) 828-1010

CCB.Applications@vermont.gov

Town Manager's Report

August 6, 2024

Community Nurse

I am pleased to report that the Town has hired Clay Odell as its first Community Nurse. Clay will begin work in early September. He will report to the Fire Chief.

Communications and Media Specialist

John Hawks began work yester (August 5) as Hartford's first Communications and Media Specialist.

Interim School Superintendent

I met with Caty Sutton, the Hartford School District's Interim Superintendent on July 25. I wished her the best of luck with her new position and we discussed matters of mutual interest. I provided her with a draft Agenda for a Joint Town/School Board meeting that I had worked out with Tom DiBalsi, emphasizing that we understand how both she and her School Board simply may be too busy to contemplate a joint meeting at this time. She will discuss the matter with the School Board and get back to me.

Balloon Fest

I met with Hartford Area Chamber of Commerce Executive Director Havah Armstrong on Thursday, August 1 to discuss her thoughts on her first Balloon Fest with the Chamber and other matters of mutual interest. As you know, I have agreed to serve as an ex-officio member of the Chamber's Board of Directors.

Connecticut River Conservancy Water Quality

The Connecticut River Conservancy will lead a discussion on how people can comment on Connecticut River water quality on Wednesday, August 7 at the Hartford Area Career and Technical Center. Check out the CRC's website for more helpful information.

Tax Deadline

A friendly reminder to all that property taxes are due on or before August 16.

Town Manager Absence

The Town Manager will be having two wisdom teeth removed on the morning of Thursday, August 8 and will likely be out of commission and out of the office that Thursday and Friday, August 8 and 9.



AGENDA MEMORANDUM

August 6, 2024

Town Selectboard Item:

Submitted by: Gail Ostrout

Subject: **American Rescue Plan Act (ARPA)**

Background: The Town of Hartford's allocation of the ARPA funds totaled \$2,857,210.59. Allocation must be obligated by 12/31/2024 and fully expended by 12/31/2026.

Discussion: To date the board has approved \$2,840,767.30 in projects.
To date \$1,351,859.26 has been expended.
The balance left to be obligated per the Treasury definition is \$163,324.05 - \$1,115,723.05.
The allocation to date has earned \$76,770.80 in interest. Per the 2022 Final Rule #10.1 these funds may be kept by the Town and not subject to the ARPA rules.

Financial Impact:

\$163,324.05 - \$1,115,723.05 balance of original ARPA allocation per the Treasury

\$76,770.80 interest earned to date on ARPA allocation

Recommendation:

The board start a discussion regarding approving projects utilizing the balance of the original allocation and interest earned. Review again on 8/20/24 for a decision on new ARPA requests. This will be a critical fluid process to ensure the town doesn't lose any of this funding. Commit to the Town obligating all of it's funding on or before 12/31/2024 in compliance with the Treasury ruling. Board discussions:

1. Resident recommendations as originally recommended by state
2. Staff recommendations
3. Board and Town wide initiatives / goals

Finance Director

AMERICAN RESCUE PLAN ACT

Funding and Interest

6/30/2024

<u>Funds</u>	<u>Interest</u>
\$ 500,198.08	\$ 2,919.53
\$ 928,070.49	\$ 27,379.64
\$ 500,198.08	\$ 31,890.58
\$ 928,070.48	\$ 14,581.05
\$ 673.46	
\$ 2,857,210.59	\$ 76,770.80
*RESTRICTED	**UNRESTRICTED

*Restricted :

requires select board approval of project

requires project to be executed in accordance with Purchasing Policy

requires project to be obligated by treasury rules on or before 12/31/2024

requires to be fully expended on or before 12/31/2026

**Unrestricted:

interest earned on award funds are not subject to program restrictions

8.3. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)?

OPEB refers to benefits other than pensions (see, e.g., Governmental Accounting Standards Board, "Other Post-Employment Benefits"). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2) of the Social Security Act, which refer only to deposits to pensions funds, do not prohibit SLFRF recipients from funding OPEB. Recipients may use funds for eligible uses, and a recipient seeking to use SLFRF funds for OPEB contributions would need to justify those contributions under one of the seven eligible use categories.

9. Reporting

Recipients should consult the Recipient Compliance and Reporting Responsibilities page on Treasury's website to access the latest Compliance and Reporting Guidance. Recipients should consult this guidance for additional detail and clarification on recipients' compliance and reporting responsibilities. User guides, which also contain FAQs pertaining to reporting, are provided for additional information.



10. Miscellaneous

10.1. Are recipients required to remit interest earned on SLFRF payments made by Treasury?

No. SLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 to remit interest to Treasury. SLFRF payments made by Treasury to local governments and Tribes are not subject to the requirements of 2 CFR 200.305(b)(8) and (9) to maintain SLFRF award funds in an interest-bearing account and remit interest earned above \$500 on such payments to Treasury. Moreover, interest earned on SLFRF award funds is not subject to program restrictions. Finally, states may retain interest on payments made by Treasury to the state for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the state adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, states and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.2. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds?

Yes. Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for

American Rescue Plan Act

What is an obligation?

The Treasury implemented the statutory requirement that SLFRF funds may only be used to cover costs incurred by December 31, 2024, by providing that a cost is considered incurred if a recipient has incurred an obligation by December 31, 2024.

The Treasury defines “obligation” as “an order placed for property and services, entering into contracts, subawards, and similar transactions that require payment.

An order placed for property and services and entry into contracts, subawards, and similar transactions that require payment, which may include:

- An order placed for property or service
 - Contract
 - Subaward
- Similar transactions that require payment, which may include: Certain interagency agreements (including MOUs)

An obligation is NOT?

- An adopted budget or budget amendment
 - An appropriation of SLFRF funds
 - An executive order
 - A resolution
- A written or oral intention to enter into a contract
- A grant of legal authority to enter into a contract
- Claiming funds under the revenue loss category
- Moving SLFRF funds to a general fund as revenue loss but not further establishing an obligation with those funds by 12/31/24

AMERICAN RESCUE PLAN ACT

Actual Expenditures vs Approved Project Budget

<u>Original Budget:</u>		<u>Actual Expense:</u>
\$ 80,000.00	Bugbee Capital Assessment **	\$ (27,794.43)
\$ 420,000.00	Fairview Water Line *	\$ (396,122.50)
\$ 465,000.00	Quechee Box Culvert *	\$ (465,000.00)
\$ 50,000.00	Bridge Assessment**	\$ -
\$ 440,000.00	Hartford Water Main Partial Replacement**	\$ (11,991.94)
\$ 80,000.00	1 Skid Steer *	\$ (80,000.00)
\$ 72,000.00	2 Mowers *	\$ (72,000.00)
\$ 75,000.00	1 Cruiser & fit up *	\$ (71,886.42)
\$ 40,000.00	1 Camera System *	\$ (40,000.00)
\$ 56,368.30	1 Virtra Training *	\$ (56,368.30)
\$ 388,838.68	2006 EONE Fire Engine Refurbish**	\$ -
\$ 233,000.00	Parking Meters (equipment only)**	\$ -
\$ 100,000.00	Solid Waste Assessment **	\$ (69,534.35)
\$ 8,500.00	Quechee /W.Hartford Bridge Restriping**	\$ -
\$ 61,161.32	Municipal Fire Alarm *	\$ (61,161.32)
\$ 270,899.00	DPW Highway Equipment **	\$ -
\$ 2,840,767.30		\$ (1,351,859.26)

* completed

** in progress

AMERICAN RESCUE PLAN ACT

Project Overview

Approved by Board
Obligated by Treasury Ruling

					<u>variance</u>		
\$	80,000.00	-Bugbee Capital Assessment	contract	\$	35,612.00	\$	44,388.00
\$	396,122.50	Fairview / Gates	complete	\$	396,122.50		
\$	465,000.00	-Quechee Box Culvert	complete	\$	465,000.00		
\$	50,000.00	-Bridge Maintenance / Capital Improvement Assessment	contract	\$	35,750.00	\$	14,250.00
\$	440,000.00	-Hartford Water Main Partial Replacement: Nutt Lane,		\$	440,000.00		
		NO Contract for construction - must have for 10/1/24 board meeting					
		Contract for Engineering / railroad / State of VT ANR	\$	35,969.12			
\$	80,000.00	-Parks & Rec : 1 Skid Steer	complete	\$	80,000.00		
\$	36,000.00	-Parks & Rec : 1 of 2 Mowers	complete	\$	36,000.00		
\$	36,000.00	-Parks & Rec : 1 of 2 Mowers	complete	\$	36,000.00		
\$	71,886.42	-Police : 1 Cruiser & Fit Up	complete	\$	71,886.42		
\$	40,000.00	-Public Safety - Camera System	complete	\$	40,000.00		
\$	56,368.30	-Police : Training System	complete	\$	56,368.30		
\$	388,838.68	-Fire : Refurbish 2006 EONE Fire Engine	contract	\$	340,087.00	\$	48,751.68
\$	233,000.00	-Planning : Parking Meters (equipment only)		\$	233,000.00		
		NO Contract - must have for 10/1/24 board meeting					
\$	100,000.00	-Solid Waste - Operational / Capital Assessment	contract	\$	87,500.00	\$	12,500.00
\$	8,500.00	-Planning : Quechee / W. Hartford Bridge Restriping Project		\$	8,500.00		
		NO Contract - must have for 10/1/24 board meeting					
\$	61,161.32	-Fire: Municipal Fire Alarm	complete	\$	61,161.32		
\$	270,899.00	-DPW: Highway Equipment		\$	270,899.00		
		NO Contract/purchase must have for 10/1/24 board meeting					
\$	2,813,776.22	total projects approved by the board		\$	2,693,886.54	\$	119,889.68
\$	2,857,210.59	ARPA Funding received *restricted					
	\$	76,770.80	Plus Interest earned *unrestricted				
	\$	2,933,981.39	Total Funding including interest				
\$	2,693,886.54	Approved by Board or Completed					
		Balance to be Approved by the Board & Obligated per Treasury Ruling					
\$	163,324.05	(\$2,857,210.59 -\$2,693,886.54)* restricted					
\$	76,770.80	Balance to be Approved by Board Only *unrestricted					
\$	240,094.85	Total Restricted and Unrestricted					

Items with no contract or purchase & sale in place by 10/1/2024 will be put back into the pool of funding for reallocation to other projects.

American Rescue Plan Act

Project Updates:

Project Name: WRJ Parking Meters

Estimated date of completion: In RFP Process with qualified vendors. Anticipate receiving bids by end of summer for obligation of funds in September and construction in FY2025

Amount spent to date & if you will be using all of the funds allocated for that project: No funds spent to date. Anticipate using all funds.

Project Name: West Hartford Bridge Pedestrian Striping Path

Estimated date of completion: Revising sample RFP from DPW and completing RFP process in August. Anticipate obligating funds in September for construction in FY2025.

Amount spent to date & if you will be using all of the funds allocated for that project: No funds spent to date. Anticipate using all funds.

Project Name: Bugbee Senior Center

Accepted proposal by vendor for architectural fees to complete the feasibility study

Project Name: Fire Engine Refurbishment

Body work completed in Maine, frame sandblasting and frame rail painting completed in Rhode Island.

Vehicle is currently at the main shop in Massachusetts for body painting and installation of equipment, **anticipated completion October 1, 2024**

Engine motor refurbishment will occur after completion of body.

\$340,087 Estimated

American Rescue Plan Act

Project Updates Continued:

Project Name: Solid Waste Feasibility Study

Nearing Completion - 80% complete by way of invoiced vs. estimate, but 70% spent towards budget

Project Name: Hartford Water Main Partial Replacement (Nutt Lane)

Closing in on Railroad agreements, then going to bid
Aiming for 10/1/2024 contract award @ board meeting

Project Name: Bridge Assessment & Capital Plan

Inspections completed the week of July 15, 2024

Project Name: DPW Highway Equipment

Reviewing available equipment and pricing, anticipate completion by 12/31/24

AMERICAN RESCUE PLAN ACT

New Project Requests for Consideration

<u>Amount</u>	<u>Project</u>	<u>Department</u>	
\$8,148 - \$15,500	Nursing Pod	Human Resources	Attachment A
	Criminal Investigations		
\$37,005 - \$43,519.10	Division Vehicle	Police	Attachment B

AMERICAN RESCUE PLAN ACT

New Project Requests for Consideration

Attachment A

<u>Amount</u>	<u>Project</u>	<u>Department</u>
\$8,148 - \$15,500	Nursing Pod	Human Resources



AGENDA MEMORANDUM

July 25, 2024

Town Selectboard Meeting

Submitted by: Paula Nulty,

Director of Human Resources

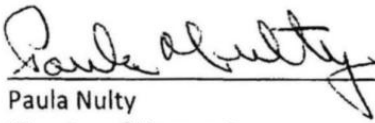
Subject: Request for ARPA Funds for Purchase of Nursing Pod for Town Hall Staff

Background: Under Vermont and Federal Law, the Town as an employer must make a reasonable accommodation to provide appropriate private space that is not a bathroom for an employee who is a nursing mother. This is best accomplished at Town Hall, which has limited space, by the purchase of a nursing pod. Three quotes have been provided by vendors, and the Deputy Fire Marshall has approved space on the third floor as an acceptable location. The Finance Director has confirmed the purchase is an allowable use of ARPA Funds. The nursing pod will need to be purchased by the end of October.

Financial Impact: Current estimate for the nursing pod, including delivery and installation, is between \$15,500 and \$8,148. There may be minor electrical work required, but it is unlikely due to the current configuration of available outlets.

Recommendation: That the Selectboard approve the use of no more than \$15,500 for the purchase of a nursing pod for staff, as required by Vermont and Federal law, to be located at Town Hall.

Attachments: VT Statute, US DOL Fact Sheet, Quotes (3)


Paula Nulty
Director of Human Resources

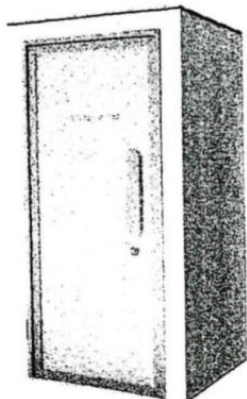
nessel.com
(203) 529-7454
hello@nessel.com

**Quote | Town of Hartford
Nessel Lactation Pod**

TO

**Paula Nulty
Town of Hartford
171 Bridge Street
White River Junction, VT 05001**

DESCRIPTION	RATE	QTY	QTY
Petit Lactation Pod Exterior Size: 7'-10.5"H x 3'-9.5"W x 3'-5"D Interior Size: 6'-9"H x 3'W x 2'-9"D Footprint: 29.7 SF Weight: 560 lbs Occupancy sensor controlling ventilation system Shatterproof Plexiglass Skylights (2) 15A 120v electrical outlets+ (1) fast-charging USB outlet 3.5" Thick sound absorbing acoustic felt 36" Wide <i>Private Locking Door with 100% Private Light-Filtering Glass Film</i> Interior Lock Maple Wood Interior Floor: Anti-fatigue mat Lactation Pod Signage on Door	\$6,999	1	\$6,999
Included Furniture: Adjustable Height Table for Pumping			
About Shipping & Assembly Standard delivery includes liftgate to curbside, or dock delivery. Please inquire directly for inside delivery or "white glove" delivery rates. Professional assembly is optional, provided at an additional fee of <u>\$499/unit</u> . Shipping rate is per unit. Quantity rates for shipping may be available. Tax rates vary dependent on shipping location.			
	SUBTOTAL		\$6,999
	SHIPPING		\$650
	TOTAL		\$7,649



Pod Exterior



Pod Interior



Quotation:
323723

Quotation to:

Paula Nulty, Director of Human Resources
Town Of Hartford
171 Bridge Street, White River Junction, Vermont 05001
(802) 478-1101
pnulty@hartford-vt.org
July 12, 2024

Prepared by:

Patrick O'Dell, Product Specialist
BrighterBooth
3680 Wilshire Blvd, Ste P04 -- 1148
Los Angeles, California 90010
(424) 320-6210
bright@brighterbooth.com

Description	Price	Qty	Subtotal
Solo Lactation Pod	\$7,945	1	\$7,945
Includes wheels, chair, table, mirror.			\$7,547.75
Dimensions: 92.5/90.5H x 59W x 49.2D (20.2 sq ft)			Discount (%) -5
+ 5% Government Discount			
Shipping	\$1,000	1	\$1,000
Freight shipped from Los Angeles, CA to local installers.			
Installation*	\$1,500	1	\$1,500
*During business hours and ground floor/elevator access.			
After hours, weekends, and stair carry will increase this cost.			
Subtotal			\$10,047.75
Combined Sales Tax - Exempt, Nexus (0%)			+\$0
Total			\$10,047.75
Total Savings			\$397.25

View Terms & Conditions on pages 2 - 4. To accept this Quotation, please sign below. If you have any questions, contact Patrick O'Dell at bright@brighterbooth.com.



Patrick O'Dell



Paula Nulty

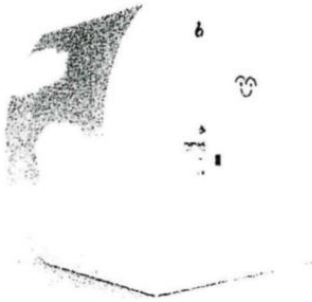
Patrick O'Dell, BrighterBooth

Paula Nulty, Town Of Hartford

Lactation Pods



For employees or guests with their baby or breast pump

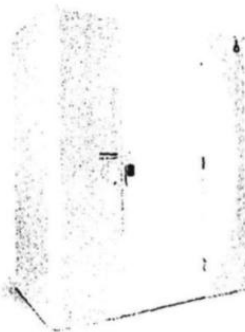


XL Pod\$23,000

Shipping + Handling
\$2,200

Professional Installation
\$2,800

50 sq ft. 600 lb
9'3" W x 5'6" D x 7'7" H*
35" door swing
Standard with Smart Access



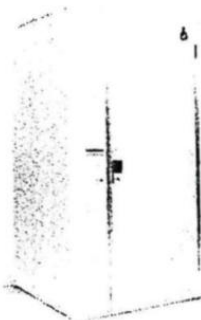
Flex Pod.....\$15,500

Shipping + Handling
\$1,500

Professional Installation
\$2,500

24 sq ft. 465 lb
6'7" W x 3'8" D x 7'9" H*
32" door swing
Standard with Smart Access

For employees with a breast pump



Solo Pod\$12,000

Shipping + Handling
\$1,200

Professional Installation
\$2,300

16 sq ft. 300 lb
4' W x 4' D x 7'9" H*
32" door swing
Standard with Smart Access

*Includes pod and antenna height.



The Vermont Statutes Online

The Vermont Statutes Online does not include the actions of the 2024 session of the General Assembly. We expect them to be updated by November 1st.

NOTE: The Vermont Statutes Online is an unofficial copy of the Vermont Statutes Annotated that is provided as a convenience.

Title 21 : Labor

Chapter 005 : Employment Practices

Subchapter 001 : Conditions for Employment

(Cite as: 21 V.S.A. § 305)

§ 305. Nursing mothers in the workplace

(a) For an employee who is a nursing mother, the employer shall for three years after the birth of a child:

(1) Provide reasonable time, either compensated or uncompensated, throughout the day to express breast milk for her nursing child. The decision to provide compensated time shall be in the sole discretion of the employer, unless modified by a collective bargaining agreement.

(2) Make a reasonable accommodation to provide appropriate private space that is not a bathroom stall.

(b) An employer may be exempted from the provisions of subsection (a) of this section if providing time or an appropriate private space for expressing breast milk would substantially disrupt the employer's operations.

(c) An employer shall not retaliate or discriminate against an employee who exercises or attempts to exercise the rights provided under this section. The provisions against retaliation in subdivision 495(a)(8) of this title and the penalty and enforcement provisions of section 495b of this title shall apply to this section.

(d) In lieu of an enforcement action through the Vermont Judicial Bureau, the Attorney General or a State's Attorney may enforce the provisions of this section by bringing a civil action for temporary or permanent injunctive relief, economic damages, including prospective lost wages for a period not to exceed one year, and investigative and court costs. The Attorney General or a State's Attorney may conduct an investigation of an alleged violation and enter into a settlement agreement with the employer. Such investigation shall not be a prerequisite to bringing a court action. (Added 2007, No. 144 (Adj. Sess.), § 2; amended 2013, No. 31, § 4; 2017, No. 74, § 32.)



Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work

Revised January 2023

Under the Fair Labor Standards Act (FLSA), most nursing employees have the right to reasonable break time and a place, other than a bathroom, that is shielded from view to express breast milk while at work. This right is available for up to one year after the child's birth.

This fact sheet provides general information on the FLSA's protections for nursing employees, as extended by the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act), which was signed into law on December 29, 2022 (P.L. 117-328).

ABOUT THE FLSA

The FLSA establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time employees in the private sector and in Federal, State, and local governments. The FLSA also protects the rights of employees to pump breast milk at work.

Workers may have greater protections under State or local worker protection laws. The FLSA does not preempt State or local laws that provide greater protections to employees.

For more information about the FLSA, visit www.dol.gov/agencies/whd/flsa.

Break Time to Pump Breast Milk

Most employees have the right to take reasonable break time to express breast milk for their nursing child. For **one year after the child's birth**, covered employees may take reasonable break time **"each time such employee has need to express the milk."** An employer may not deny a covered employee a needed break to pump.

The frequency and duration of breaks needed to express milk will likely vary depending on factors related to the nursing employee and the child.

Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, can also affect the duration of time an employee will need to express milk.

Employees who telework are eligible to take pump breaks under the FLSA on the same basis as other employees.

Private Space to Pump Breast Milk

Covered employees must be provided with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, **is not a permissible location** for the employer to provide for pumping breast milk.

The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it must be available when needed by the employee in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

Workers who telework must also be free from observation by any employer-provided or required video system, including computer camera, security camera, or web conferencing platform.

Covered Employees

As of December 29, 2022, nearly all FLSA-covered employees have the right to take needed time and to access an appropriate space to express breast milk for a nursing child for up to one year after the child's birth. For more information about FLSA coverage, see [Fact Sheet #14](#).

Certain employees of airlines, railroads, and motorcoach carriers are exempt from nursing employee protections under the FLSA. Employees who are exempted may be entitled to break and/or space protections under State or local laws.

Employers with fewer than 50 employees are not subject to the FLSA break time and space requirements if compliance with the provision would impose an undue hardship. Whether compliance would be an undue hardship is determined by looking at the difficulty or expense of compliance for a specific employer in comparison to the size, financial resources, nature, and structure of the employer's business. All employees who work for the covered employer, regardless of work site, are counted when determining whether this exemption may apply.

Examples

- Julia cleans guest rooms at hotels on weekends. Julia is entitled to break time and space under the FLSA for one year after the birth of a child.
- Sam is a registered nurse who is exempt from receiving overtime pay under the FLSA. Beginning on December 29, 2022, Sam is entitled to break time and space for one year after the birth of a child.
- Irina is the shift manager at a fast-food restaurant with several locations and meets all requirements to be exempt from overtime pay requirements under the FLSA. When Irina returns to work after the birth of her child in March of 2023, in order to comply with the law, her employer provides an office to take four breaks a day of 25 minutes each to pump breast milk for the nursing child.

Compensation for Break Time to Pump Breast Milk

Under the FLSA, when an employee is using break time at work to express breast milk they either:

- Must be completely relieved from duty; or
- Must be paid for the break time.

Further, when employers provide paid breaks, an employee who uses such break time to pump breast milk must be compensated in the same way that other employees are compensated for break time.

For more information about time that must be compensated, see [Fact Sheet #22](#).

Examples

- Madison works on a farm. Madison's employer provides all employees with two paid 15-minute rest breaks each day. Madison chooses to use both of the paid 15-minute breaks to pump breast milk for her 6-month-old infant. If Madison needs additional breaks to pump, the additional break time does not have to be compensated as long as Madison does not perform any work during the breaks.
- Peyton is a third-grade teacher. Under the FLSA, Peyton is entitled to time to pump breast milk in a private space. Peyton chooses to grade papers and complete student records while pumping breast milk. Peyton must be compensated for the time spent pumping and doing this work at the same time.
- Lauren's employer requires all employees to attend a team-building meeting at 3pm on Thursdays. Lauren requests break time to pump during the Thursday meeting. Lauren's employer denies her request in violation of the FLSA. Lauren must be paid for the time attending the meeting and must be permitted time and space to pump.

FLSA Prohibitions on Retaliation

It is a violation of the FLSA for any person to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee." Employees are protected regardless of whether the complaint is made orally or in writing. Complaints made to the Wage and Hour Division are protected, and most courts have ruled that internal complaints to an employer are also protected.

Example

- Leslie is a delivery truck driver for a department store and takes breaks to pump breast milk a couple of times each day. The supervisor complains that the breaks are interfering with the delivery schedule and moves Leslie to a lower-paying job as a result.

Remedies for Violations

Beginning April 28, 2023, an employer who violates an employee's right to reasonable break time and space to pump breast milk will be liable for appropriate legal or equitable remedies under the FLSA. Remedies may include employment, reinstatement, promotion, and the payment of wages lost and an additional equal amount as liquidated damages, compensatory damages and make-whole relief, such as economic losses that resulted from violations, and punitive damages where appropriate. These remedies are available regardless of whether the employee has also experienced retaliation.*

An employee may file a complaint with the Wage and Hour Division or may file a private cause of action seeking appropriate remedies. Special procedures may apply to filing a private action where an employer has failed to provide an employee with an appropriate space to pump. Special procedures **do not apply** before an employee or other party can file a complaint with the Wage and Hour Division or when an employee brings a private suit to enforce the reasonable break time requirement.

*Please Note: Before April 28, 2023, remedies for violations of the reasonable break time and space requirements of the FLSA are limited to unpaid minimum or overtime wages. An employee who experienced retaliation may also seek additional remedies including, but not limited to, employment, reinstatement, lost wages and an additional equal amount as liquidated damages, compensatory damages and make-whole relief, such as economic losses that resulted from violations, and punitive damages where appropriate.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:

<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

AMERICAN RESCUE PLAN ACT

New Project Requests for Consideration

Attachment B

<u>Amount</u>	<u>Project</u>	<u>Department</u>
\$37,005 - \$43,519.10	Criminal Investigations Division Vehicle	Police



TOWN OF HARTFORD
POLICE DEPARTMENT
&
Emergency Communications Center
Chief Gregory Sheldon



Serving the Villages of Hartford * West Hartford * White River Junction * Wilder * Quechee

To: Gail Ostrout, Financial Director
From: Greg Sheldon, Chief of Police
RE: ARPA funds
Date: July 31, 2024

Subject: Urgent Requirement for Criminal Investigations Division Vehicle

The Hartford Police Department urgently requires additional vehicles for the Criminal Investigations Division due to an unforeseen issue. Allow me to provide a detailed explanation.

Investigator Clifford, a dedicated member of the Criminal Investigations Division, also serves as a K9 Officer and was assigned a K9 cruiser. This vehicle served dual purposes: accommodating his K9 partner and fulfilling the department's obligation to provide on-call detectives with a take-home vehicle as per the Union contract.

Earlier this year, HPD hired a new K9 Officer with a patrol-certified dog. With Investigator Clifford's K9 partner scheduled to retire early next year, his K9 vehicle was reassigned to the Patrol Division for the new K9 Officer and his partner, in line with Union contract entitlements and without incurring additional costs for the town.

However, this has led to a critical shortage. The Union contract stipulates that an on-call detective is also entitled to a department-issued take-home vehicle. We currently lack the necessary vehicles to comply with this requirement.

The FY25 budget does not allocate funds for an additional take-home vehicle, putting us in breach of the Union contract without a viable means to rectify the situation. This situation was not considered while drafting the FY25 budget.

According to Union Contract Section 409 – Take Home Vehicle, we need to address this compliance issue urgently. If ARPA funds are available, I kindly request consideration to cover the cost of the necessary vehicle to resolve this matter.

I have attached two quotes, for reference, for vehicle replacement to show the costs. To meet this obligation, I am requesting \$45,000 in ARPA funds. These quotes are at Mass. State Bid pricing.

SECTION 409. – TAKE HOME VEHICLE

The Town will provide three vehicles for use by the detective supervisor, K-9 officer, and on-call detective, and those employees shall be entitled to use the vehicle to ensure 24 hour per day availability for their service to the Town.

Thank you for your attention to this urgent request.



Budget Estimate

7/18/2024

Thomas Howell
Hartford VT Police Department
thowell@hartford-vt.org
(802)295-9425, ext. 325

Sales Rep: Kris Wright
774-571-1577
kwright@buycmg.com

VEHICLE:

Qty	Item #	Description	Unit Price	Line Total
1.00	1NR26	2024 Chevrolet Blazer 2LT AWD	\$ 37,005.00	\$ 37,005.00
1.00	LSY	Engine: 2.0L 4 Cylinder Turbo	\$ -	\$ -
1.00	H1T	Interior: Jet Black/Medium Gray, Premium Cloth seat trim	\$ -	\$ -
1.00	GXD	Exterior: Sterling Gray Metaic	\$ -	\$ -
1.00	RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum (STD)	\$ -	\$ -
VEHICLE TOTAL:				\$ 37,005.00

Customer Acceptance: _____ **Date:** _____

Dealer Authorization: _____ **Date:** _____

Special Instructions:

Custom or Special Orders are Non-Refundable
This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.
Estimate is Based on Current Information From Client About the Project Requirments
Actual Cost May Change Once Project Elements are Finalized

Thank you for your business!



Budget Estimate

2/9/2024

Thomas Howell
Hartford VT Police Department
thowell@hartford-vt.org
(802)295-9425, ext. 325

Sales Rep: Kris Wright
774-571-1577
kwright@buycmg.com

Per Active MA Contract

VEHICLE:

Qty	Item #	Description	Unit Price	Line Total
1.00	K8A	2024 Jeep Grand Cherokee Laredo 4X4	\$43,519.10	\$ 43,519.10
1.00	99B	Color: Baltic Gray Metallic w/ Black Cloth Seats	included	\$ -
1.00		3.6L Gasoline Engine w/ 8 Speed Transmission	included	\$ -
1.00		Remote Keyless Entry	included	\$ -
1.00	96	Wheels: 17" x 6.5" Fully Painted Aluminum	included	\$ -
1.00	UM	ParkView Back-Up Camera	included	\$ -
1.00	87R	Power Door Locks w/Autolock Feature	included	\$ -
1.00	18D	ParkSense with Stop Rear Parking Sensors	included	\$ -
1.00	43D	Blind Spot Detection Blind Spot	included	\$ -
1.00	51R	Electronic Stability Control (ESC) And Roll Stability Control (RSC)	included	\$ -
1.00		Out of State (MA) Adjustment Fee	included	\$ -
VEHICLE TOTAL:				\$43,519.10

Customer Acceptance: _____ **Date:** _____

Dealer Authorization: _____ **Date:** _____

Special Instructions:

Custom or Special Orders are Non-Refundable
This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.
Estimate is Based on Current Information From Client About the Project Requirements
Actual Cost May Change Once Project Elements are Finalized

Thank you for your business



AGENDA MEMORANDUM

August 6, 2024

Hartford Selectboard Meeting Item # 5.b.

Submitted by Lori Hirshfield, Planning and Development Director

Subject: Hartford Business Revolving Loan Fund (HBRLF) Guidelines
Proposed Loan Interest Rate

Background: The current interest rate for the HBRLF starts at 3.25% or Wall Street Prime, whichever is higher, pending an overall risk assessment on the loan. One of the main objectives of the RLFs is to encourage new businesses to locate in Hartford, and existing businesses expanding to stay in Hartford.

Discussion: The HBRLF often is used to leverage conventional financing, and having access to other funds at a comparable rate is especially important for small businesses. The Committee recently reviewed the interest rate structure in Section B.5 "Types of Loans" of the HBRLF Guidelines to provide more clarity. The Committee members believe the proposed language is more specific regarding the source and timing of setting the interest rate; maintains flexibility in making decisions; covers minimal administrative fees; and keeps flexibility to consider special circumstances.

At its July 24, 2024 meeting, the HBRLF Committee (also serving as the VCDP-RLF Committee) approved recommending to the Selectboard the following changes:

"The (HBRLF or VCDP-RLF) Committee shall consider, but not be limited to fully amortized loans. HBRLF financing will carry an interest rate that shall not exceed the prime interest rate as stated in the Wall Street Journal on the date of the loan approval, nor shall it be less than 5%. Interest rates will start at 3.25% or Wall Street Prime, whichever is higher, pending an overall risk assessment on the loan. Normal loan terms will be for up to five years with no term greater than 10 years. This may be modified for real estate secured loans, where longer terms may be considered. Interest rates will be fixed for the term of the loan. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard also may approve a reduction in the interest rate and/or the terms of the loan."

Financial Impact: The 5% interest provides certainty to cover some minimal administrative costs. The Committee believes that the changes will encourage use of the HBRLF, which would increase the Fund income overall.

Recommendation: Approve the interest rate for the Hartford Business Revolving Loan Fund, as proposed by the Hartford Business Revolving Loan Fund Committee.

Attachments: Current HBRLF Guidelines

*VCDP = Vermont Community Development Program

TOWN OF HARTFORD
BUSINESS REVOLVING LOAN FUND GUIDELINES
(as amended February 9, 2021)

A. Loan Committee Structure

1. Membership

The Hartford Business Revolving Loan Fund (HBRLF) Committee shall be comprised of five members, appointed by the Hartford Selectboard. Eligible for membership on the HBRLF Committee will be Town of Hartford residents, business owners, those who are employed in the Town or otherwise having business interest within the Town of Hartford.

2. Chairperson and Other Officers

The HBRLF Committee shall appoint one member of the Committee to serve as Chairperson. In December of each year, the Committee shall have the opportunity to review that appointment. The members of the HBRLF committee shall also elect a Vice-Chair from among their members, to serve in the absence of the Chairperson. In addition to the five voting members of the HBRLF Committee, the Town of Hartford Planning and Development Director shall serve as staff to the Committee.

3. Terms of Member Replacement

The initial membership of the HBRLF Committee will be appointed on the following schedule: one for one year, one for two years, one for three years, one for four years, and one for five years. All new members shall be appointed for three-year terms and confirmed by the Selectboard in March.

In the event that a member is unable to serve a full term, the Selectmen shall appoint someone to serve the unexpired portion of that term.

4. Authority

The HBRLF Committee has the authority, within these policies, to act on all applications for loans from eligible applicants. Final loan approval may result only from a written application, recommendation for approval by the HBRLF Committee, and subsequent approval by the Hartford Selectboard.

5. Voting

Applications for loans shall be recommended for approval by at least a majority of the members of the Loan Committee, except that in no case may such an application be recommended for approval by fewer than three affirmative votes. The votes of the HBRLF Committee members shall be recorded and reported to the Selectboard.

6. Quorum

A quorum for the Loan Committee shall be three (3) members.

B. Revolving Loan Fund

1. Purpose

The Hartford Business Revolving Loan Fund will be used principally to provide loans that will assist Town of Hartford businesses to create or retain employment in Hartford. Loans under this program will be made to enhance the economic vitality and stability of the community, and economic development opportunities in the Town. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard may approve the use of funds directly by the Town, or as a grant for a private sector development.

The intent of the Loan Fund is to compliment and support the activity of lending institutions; therefore, loan requests that leverage other funds will be given priority. Applications will not be considered unless applicant has previously sought other financing.

2. Borrower Eligibility

The applicant must demonstrate to the HBRLF Committee's satisfaction a commitment, intent, and ability to repay the loan.

The borrower must operate a business in Hartford and propose to use the borrowed funds for the portion of the business in Hartford; or the borrower must show that Hartford residents will be the primary beneficiaries of the loan.

The borrower must be current on Hartford taxes and have a satisfactory credit history.

3. Eligible Activities

The HBRLF will be used for any legitimate business need, including the revitalization of the White River Junction downtown area.

4. Security

Security on loans will be determined by the HBRLF Committee on a case-by-case basis. Need for co-signers, and other specific security arrangements may be made as a condition of recommending loan approval by the HBRLF Committee. Personal guarantee of loans is required by all business owners having 20% or greater interest in the business.

5. Types of Loans

The HBRLF Committee shall consider, but not be limited to fully amortized loans. Interest rates will start at 3.25% or Wall Street Prime, whichever is higher, pending an

overall risk assessment on the loan.” Normal loan terms will be for up to five years with no term greater than 10 years. This may be modified for real estate secured loans, where longer terms may be considered. Interest rates will be fixed for the term of the loan. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard also may approve a reduction in the interest rate and/or the terms of the loan.

6. Funding Limits

No limit is set on the amount of funds sought by the applicant. The HBRLF Committee may recommend funding at or below the amount requested, at its discretion.

7. Restrictions

Sale or transfer of controlling interest in the business without the expressed written consent of the Town will trigger immediate repayment of the loan. Moving the business so that it no longer conforms with the permitted purposes as stated in Section B (1) of this document, without the expressed written consent of the Town will also trigger immediate repayment of the loan. Providing neither of the above has occurred, the HBRLF Committee will consider extending a loan upon written request and a current business plan.

C. Loan Application Procedure

1. Loan Application

All loan requests must be accompanied by the HBRLF application form, and the items below. The form will require the applicant to disclose a personal financial statement, and authorize a review of the applicant’s credit standing. A credit report will be obtained.

There will be an application fee payable to the Town of Hartford at the time of application submittal. The fee is non-refundable and covers the cost of the credit report and processing.

The application must include the following items:

- a. Project Description: Describe the purposes for which the loan will be used; the total project cost and other sources of funding; the amount of the loan requested.
- b. Business Plan: Describe short and long-term goals of the business. Include information that describes the business environment, size and character of the market, major competitors, major customers, uniqueness of product or service, special skill of borrower, general marketing and production plan, location, key personnel and management plan.
- c. Financial Information: Financial and income tax statements for three years past and projections for two years forward.

d. List of Equipment: Land, buildings, etc. to be purchased.

e. Detail of the Number of Jobs: To be created or retained, and a statement of benefit to the Town.

The HBRLF Committee may waive specific components of the written request for projects under \$5,000, upon request of the applicant.

In addition, the applicant may be required to meet with a Business Development Specialist to review the submitted application materials. The Development Specialist's written evaluation/analysis will be included in the application materials sent to the HBRLF Committee.

2. Underwriting Requirements

The following types of insurance may be required from the borrowers, depending on the Town's insurable interest:

a. Homeowner's or Property/Casualty insurance sufficient to cover the amount of all mortgages and liens including the Town of Hartford loan.

b. Flood Hazard Insurance will be required for all loans made for improvements of properties existing within the standard intermediate flood plain (100 year flood plain), at least in the amount of the loan made by the HBRLF Committee. The Committee will require flood insurance for the amount of all mortgages, up to the maximum insurable value under the National Flood Insurance Program.

c. Business Liability Insurance may be required by any recipient of loan funds.

d. Keyman life insurance may be required on the principals in the amount of the loan naming the Town of Hartford as beneficiary and assignee.

For all insurance on the property, notification shall be sent to the insurance carrier to add the Town of Hartford as a loss payee. Subsequent yearly notification of continued coverage must be sent to the Town.

3. Loan Application Decisions

All applications will be reviewed and decided upon by the Loan Committee on a case-by case basis. The HBRLF Committee will reach one of three decisions within 30 days:

a. Recommended for Approval – subject to the HBRLF Committee's terms and conditions, the Committee is recommending the loan to the Selectboard for approval.

b. Tabled – for more information, at which time the HBRLF staff person will set up an appointment to obtain this information.

c. Declined – at which time the HBRLF Chairperson will send out the appropriate letter informing the applicant that their request was turned down and for what reasons.

Based on any one of the three decisions, a letter must be sent to the applicant within ten days after HBRLF Committee meets.

4. Loan Closing and Documentation

The Town of Hartford will contract with a local financial institution or other responsible agent to initiate and conduct closings. The Town shall provide the bank with the necessary documents and information, including the loan amount approved, required collateral, and any terms and conditions. The bank or HBRLF staff person shall contact the applicant and arrange for closing.

All closings costs, including but not limited to prepaid interest, title search, appraisal, recording, uniform commercial code (UCC) preparation and filing, legal opinions, security documents, and other miscellaneous costs will be the financial responsibility of the applicant, and may be included in the loan amount. The applicant, regardless of the final disposition of the request for funds, will pay the non-reimbursable application fee.

5. Loan Payment

Loan payments shall be made directly to the Town of Hartford or its designated agent. Loans will regularly be paid back in monthly installments of principal and interest, unless prior arrangements are made before loan closing.

6. Financial Reporting

All loan recipients must provide annual financial statements to the Town of Hartford as a condition of approval.

D. Loan Servicing

1. General Procedures

Loan payments shall be due every month at the financial institution servicing loans for the Town of Hartford. A late charge of 5% may be assessed for any late payment of 10 days or more. Loans may be prepaid at any time without penalty. The Town of Hartford will negotiate with the financial institution of its choice regarding servicing costs and servicing procedures.

2. Reports

The status of each outstanding loan shall be monitored by the Town or its agent.

3. Review

The Hartford Selectboard shall review these policies and make changes as needed to meet Town needs.

4. Delinquent Accounts

A loan shall be considered delinquent and collection efforts instituted by the Agent/Town for any loan delinquent for thirty (30) days or more.

5. Collection and Foreclosure

The Hartford Revolving Loan Fund Committee has the authority to settle and compromise on outstanding loans and to proceed against debtors in small claims court for amounts up to the maximum allowed by state statute.

The Committee is further authorized to settle and compromise on outstanding loans, proceed against debtors on claims not eligible for small claims court, and expend funds up to \$2,500. All expenditures over this amount are to be reviewed by the Selectboard prior to further expenditure.

Foreclosure may be considered for but is not limited to the following circumstances:

- a. Abandonment of the property;
- b. Refusal to pay note;
- c. Sale of mortgaged property if loan assumption is not approved by the Town;
- d. Death of borrower and the estate does not pay the note;
- e. When a first mortgage holder threatens foreclosure and the Town of Hartford holds second or third mortgage.

Foreclosure proceedings will be governed by applicable State Statutes.

6. Loan Restructuring

Recasting of loans shall be considered when the borrower's financial situation has changed significantly since the closing of the loan. The decision regarding any loan restructuring must be approved by the HBRLF Committee. Any restructuring of loans resulting in reducing the overall debt must be approved by the Hartford Selectboard.

7. Bad Debts

Any loan which has a remaining balance after liquidation of collateral will be pursued through reasonable post collection procedures.

8. Non-discrimination

In accordance with the provisions of the Equal Opportunity and Employment Act, the HBRLF Committee may not discriminate in its lending practices on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation or physical or mental handicap.

9. Confidentiality

All HBRLF Committee meetings to consider loan requests shall be held in Executive Session.

Disclosure of any information relating to an application, to transactions by, and decisions of the HBRLF Committee shall remain confidential, except that for any loan recommended for approval, the amount, borrower, rate and term may be disclosed.

E. Government Programs and Other Funding Sources

The HBRLF Committee, Town and Town's agent will adhere to all applicable requirements associated with the original source of the funds.

F. Appeals

1. When Applicant Disagrees with the HBRLF Committee's Decision

When an applicant disagrees with a decision of the HBRLF Committee, the following procedures shall be followed:

- a. The applicant shall contact the HBRLF chairperson and request a personal appearance before the HBRLF Committee for the purpose of appealing its decision;
- b. The HBRLF Committee shall meet to hear the appeal as the first order of business at its next regularly scheduled HBRLF Committee meeting or specially convened meeting.
- c. The decision of the HBRLF Committee shall be final.

G. Conflict of Interest

Members of the HBRLF Committee (and any others as dictated by CDBG or Special Purpose regulations) shall be ineligible to apply for revolving loan funds for as long as they are members. The Conflict of Interest provision applies to procurement of supplies, equipment, construction, and services by the Applicant, all members of the Legislative Bodies, officers or employees of the Town, or their designees, or other persons who exercise any functions or responsibilities with respect to the application. Officers and employees shall not participate in any decision concerning matters in which they have a financial interest. Conflicts and the appearance of

conflicts of interest shall be avoided in order to assure public confidence in the operation of the HBRLF.

H. Amendments

Amendments may be proposed at any time by the HBRLF Committee and recommended by a majority vote to the Hartford Selectboard for approval. Amendments will be approved by a majority of the Selectboard.

Amended and accepted this 9th day of February 2021 by the Hartford Selectboard.



AGENDA MEMORANDUM

August 6, 2024

Hartford Selectboard Meeting Item # 5.c.

Submitted by Lori Hirshfield, Planning and Development Director

Subject: Hartford 2020 VCDP Revolving Loan Fund (VCDP-RLF) Guidelines
Proposed Loan Interest Rate Changes

Background: The VCDP-RLF was established by the Town with loan repayments from a Vermont Community Development Program grant used for an economic development loan. The current interest rate for the VCDP-RLF starts at 3.25% or Wall Street Prime, whichever is higher, pending an overall risk assessment on the loan. Some of the main objectives of the RLF are to encourage new businesses and expand existing businesses looking to locate in Hartford, and to create new or renovate housing.

Discussion: The VCDP-RLF generally is geared towards leveraging conventional financing, and having access to other funds at a comparable rate is especially important for small businesses and housing development. The HBRLF Committee, serving as the VCDP-RLF Committee, recently reviewed the interest rate structure in Section F.2 "Types of Loans" of the Guidelines to provide more clarity. The Committee members believe the proposed language is more specific regarding the source and timing of setting the interest rate; maintains flexibility in making decisions; covers minimal administrative fees; and keeps flexibility to consider special circumstances.

At its July 24, 2024 meeting, the HBRLF Committee approved recommending to the Selectboard the following changes:

"The VCDP-RLF Committee shall consider, but not be limited to fully amortized loans. VCDP-RLF financing will carry an interest rate that shall not exceed the prime interest rate as stated in the Wall Street Journal on the date of the loan approval, nor shall it be less than 5%. Interest rates will start at 3.25% or Wall Street Prime, whichever is higher, pending an overall risk assessment on the loan. Normal loan terms will be for up to five years with no term greater than 10 years. This may be modified for real estate secured loans, where longer terms may be considered. Interest rates will be fixed for the term of the loan. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard also may approve a reduction in the interest rate and/or the terms of the loan."

Financial Impact: The 5% interest provides certainty to cover some minimal administrative costs. The Committee believes that the changes will encourage use of the VCDP-RLF, which would increase the Fund income overall.

Recommendation: Approve the interest rate for the Hartford 2020 VCDP Revolving Loan Fund, as proposed by the Hartford Business Revolving Loan Fund Committee serving as the VCDP-RLF Committee.

Attachments: Current VCDP-RLF Guidelines

*VCDP = Vermont Community Development Program

TOWN OF HARTFORD
HARTFORD 2020 VCDP REVOLVING LOAN FUND GUIDELINES
(Approved 11-17-2020 & Amended 2-9-2021)

A. Introduction

In October of 2020, the Town of Hartford received \$146,595 of Program Income from the Vermont Community Development Program (VCDP Grant # 07110-IG-2018-Hartford-06) for The Village at White River Junction Job Creation Project loan. This project was funded with Federal Housing and Urban Development (HUD) dollars. Under HUD regulations, Municipalities may retain 50% of loan repayments from grants awarded in Federal FY93, and thereafter are considered Program Income in perpetuity, so long as they exist. This Program Income and Unrestricted Revenue generated by VCDP grants must be used for one or more eligible activities as defined in Section 105 of Title 1 of the Housing and Community Development Act (42USC §5305(a)). These activities may occur on a municipal or regional level. Funds determined to be Program Income shall be subject to all federal rules and regulations, and state policies that govern the use of these VCDP funds. Specific uses for this Program Income and/or Unrestricted Revenue shall be subject to the terms of the Closeout Agreement between the Agency and the Town in accordance Closeout Agreement # CL 2018-Hartford-00001 for VCDP Grant # 07110-IG-2018-Hartford-06.

Use of this Program Income will be managed in accordance with the following Program Guidelines for the “Hartford 2020 VCDP Revolving Loan Fund” (VCDP-RLF). In General, specific uses of funds may include, but not be limited to, the implementation, management and administration of loan activities principally involving small business development, affordable housing, and infrastructure improvements to support community and economic development. Primary beneficiaries will continue to be low-and-moderate income people or urgent need. As the loans are repaid by the borrowers, 100% of the dollars is returned to the VCDP-RLF. The VT Department of Housing and Community Affairs (DHCA) may review the VCDP-RLF project activities and administration for compatibility with these standards, other conditions of the closeout agreement, local conditions, and compliance with federal program regulations

B. Hartford 2020 VCDP Revolving Loan Fund Program Objectives

The specific objectives of each project funded with the Hartford 2020 VCDP Revolving Loan Fund (VCDP-RLF) may vary, but the common objectives of the VCDP-RLF collectively are to make credit and some grants available for the purposes of:

- Stimulating private sector capital formation.
- Aiding small businesses and affordable housing development.
- Redevelopment of blighted or vacant land or facilities to put into productive use.
- Stabilizing and diversifying an area’s economy by providing employers with capital for start-up and/or expansion of locally owned businesses.
- Providing affordable housing for or aiding businesses owned and operated by minorities, women, or by persons who are economically disadvantaged.
- Providing capital for manufacturing and service companies using new technologies with an emphasis on growth industries.

- Coordinating activities with other development agencies, loan programs, and private lenders in the community meeting the program objectives.

Given the small size of the VCDP-RLF program and the limited resources of each project, the VCDP-RLF is not intended to match or replace the capacity of banks, investment houses, credit unions or other lending organizations. The RLF is designed to fill gaps in existing local financial markets and /or to attract capital which otherwise would not be available.

The VCDP-RLF will be used principally to provide loans that will assist Town of Hartford businesses to create or retain employment in Hartford. Loans under this program will be made to enhance the economic vitality and stability of the community, and economic development opportunities in the Town. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard may approve the use of funds directly by the Town, or as a grant for private sector development. Funds also may be used for development of affordable housing and other HUD eligible activities.

The intent of the VCDP-RLF is to compliment and support the activity of lending institutions; therefore, loan requests that leverage other funds will be given priority. Loan applications will not be considered unless applicant has previously sought other financing.

C. VCDP-RLF Program Management Structure

The Hartford Selectboard will appoint a five member VCDP-RLF Committee. Town of Hartford residents, business owners, or individuals employed in the Town are eligible for appointment. The Selectboard may opt to designate the existing Hartford Business Revolving Loan Fund Committee to be the VCDP-RLF Committee. In addition to the five voting members of the VCDP-RLF Committee, the Town of Hartford Planning and Development Director shall serve as staff to the Committee. The Town may contract with a third party to assist in the administration of the VCDP-RLF.

1. Committee Officers

The VCDP-RLF Committee shall elect a Chairperson and Vice Chairperson from among the Committee members. The Vice-Chair shall serve in the absence of the Chairperson.

2. Terms of Committee Members and Replacement

The initial membership of the VCDP-RLF Committee will be appointed on the following schedule: one for one year, one for two years, one for three years, one for four years, and one for five years. All new members shall be appointed for three-year terms and confirmed by the Selectboard in March.

If a member is unable to serve a full term, the Selectboard shall appoint someone to serve the unexpired portion of that term.

3. Authority

The VCDP-RLF Committee has the authority, within these policies, to act on all applications for loans from eligible applicants. Final loan approval may result only from a written application, recommendation for approval by the VCDP-RLF Committee, and subsequent approval by the Hartford Selectboard.

4. Loan Approval

Applications for loans shall be recommended for approval with no less than three affirmative votes. The votes of the VCDP-RLF Committee members shall be recorded and reported to the Selectboard.

5. Quorum

A quorum for the Loan Committee shall be three (3) members.

D. Eligible Activities

The VCDP-RLF may be used for any qualifying business or project meeting the VCDP-RLF Program Objectives in Section B, which benefit at least 51% low- and moderate-income people in accordance with HUD regulations. The primary use of the fund is to enable the creation and retention of businesses and jobs in the Town.

E. Borrower Eligibility

To be eligible for consideration, the applicant must:

- demonstrate to the VCDP-RLF Committee's satisfaction a commitment, intent, and ability to repay the loan;
- operate or demonstrate intent to operate a business in Hartford;
- demonstrate ability to meet state and federal low- and moderate-income benefit requirements;
- use the borrowed funds for the portion of the business in Hartford, or show that Hartford residents will be the primary beneficiaries of the loan;
- be current on Hartford taxes; and
- have a satisfactory credit history.

F. Loan Structure

1. Security

Security on loans will be determined by the VCDP-RLF Committee on a case-by-case basis. Need for co-signers, and other specific security arrangements may be made as a condition of recommending loan approval by the VCDP-RLF Committee. Personal guarantee of loans is required by all business owners having 20% or greater interest in the business.

2. Types of Loans

The VCDP-RLF Committee shall consider, but not be limited to fully amortized loans. Interest rates will start at 3.25% or Wall Street Prime, whichever is higher, pending an overall risk assessment on the loan.” Normal loan terms will be for up to five years with no term greater than 10 years. This may be modified for real estate secured loans, where longer terms may be considered. Interest rates will be fixed for the term of the loan. Under special circumstances where a project will broadly stimulate economic development activities in the Town, the Selectboard also may approve a reduction in the interest rate and/or the terms of the loan.

3. Funding Limits

No limit is set on the amount of funds sought by the applicant. The VCDP-RLF Committee may recommend funding at or below the amount requested, at its discretion.

4. Restrictions

Sale or transfer of controlling interest in a business with an active VCDP-RLF without the expressed written consent of the Town will trigger immediate repayment of the loan. Moving the business so that it no longer conforms with the permitted objectives as stated in Sections A and B of this document, without the expressed written consent of the Town also will trigger immediate repayment of the loan. Providing none of the above has occurred, the VCDP-RLF Committee will consider extending a loan upon written request and a current business plan for borrowers experiencing financial hardships.

G. Loan Application Procedure

1. Loan Application

All loan requests must be accompanied by the VCDP-RLF application form, and the items below. The form will require the applicant to disclose a personal financial statement and authorize a review of the applicant’s credit standing. A credit report will be obtained. An application fee is required with application submittal to cover the cost of the credit report and processing. The fee is payable to the Town and is non-refundable.

The application must include the following items:

- a. Project Description: Describe the purposes for which the loan will be used; the total project cost and other sources of funding; and the amount of the loan requested.
- b. Business Plan: Describe short and long-term goals of the business, the business environment, size and character of the market, major competitors, major customers,

uniqueness of product or service, special skills of borrower, general marketing and production plan, location, key personnel and management plan.

- c. Financial Information: Financial and income tax statements for three years past and projections for two years forward.
- d. List of Purchases: Specify land, buildings, equipment, etc. to be purchased as part of the project and funding source(s) to be used.
- e. Benefit to the Town, Number of Jobs and Meeting Low- and Moderate-Income Benefit: Provide details and completed forms provided by the Town for this purpose. The applicant will be responsible for providing the documentation to ensure meeting the Low- and Moderate-income benefit requirements.

The applicant may be required to meet with a Business Development Specialist to review the submitted application materials. The Development Specialist's written evaluation/analysis will be included in the application materials sent to the VCDP-RLF Committee.

2. Underwriting Requirements

The following types of insurance may be required from the borrowers, depending on the Town's insurable interest:

- a. Homeowner's or Property/Casualty insurance sufficient to cover the amount of all mortgages and liens including the Town of Hartford loan.
- b. Flood Hazard Insurance will be required for all loans made for improvements of properties existing within the Special Flood Hazard Area (100-year flood plain). The Committee will require flood insurance for the amount of all mortgages, up to the maximum insurable value under the National Flood Insurance Program.
- c. Business Liability Insurance may be required by any recipient of loan funds.
- d. Keyman life insurance may be required on the principals in the amount of the loan naming the Town of Hartford as beneficiary and assignee.

For all insurance on the property, notification shall be sent to the insurance carrier to add the Town as a loss payee. Subsequent yearly notification of continued coverage must be sent to the Town.

3. Loan Application Decisions

All applications will be reviewed and decided upon by the VCDP-RLF Committee on a case-by case basis. The VCDP-RLF Committee will reach one of three decisions within 30 days:

- a. Recommended for Approval – subject to the VCDP-RLF Committee’s terms and conditions, the Committee is recommending the loan to the Selectboard for approval.
- b. Tabled – for more information, at which time the VCDP-RLF staff person will set up an appointment to obtain this information.
- c. Declined – at which time the VCDP-RLF Chairperson will send a letter informing the applicant that the request was not approved and the reasons for this decision.

Within 10 days of the VCDP-RLF Committee’s action, a letter will be sent to the applicant relaying the decision.

4. Loan Closing and Documentation

The Town will contract with a local financial institution or other responsible agent to initiate and conduct closings. The Town shall provide the bank with the necessary documents and information, including the loan amount approved, required collateral, and any terms and conditions.

All closings costs, including but not limited to prepaid interest, title search, appraisal, recording, uniform commercial code (UCC) preparation and filing, legal opinions, security documents, and other miscellaneous costs will be the financial responsibility of the applicant, and may be included in the loan amount. The applicant, regardless of the final disposition of the request for funds, will pay the non-reimbursable application fee.

5. Loan Payment

Loan payments shall be made directly to the Town as automatic bank withdrawals unless other arrangements are authorized by the Town. Loans will be paid back in monthly installments of principal and interest, unless prior arrangements are made before loan closing.

6. Financial Reporting

All loan recipients must provide annual financial statements to the Town as a condition of approval.

H. Loan Servicing

1. General Procedures

Loan payments shall be due every month. A fee of 5% may be assessed for any late payment of 10 days or more. Loans may be prepaid at any time without penalty. The Town will negotiate with the financial institution of its choice regarding servicing costs and servicing procedures.

2. Reports

The status of each outstanding loan shall be monitored by the Town Finance Department, Dept of Planning and Development and designated agent and reported on a monthly summary report. This report is confidential and distributed to the VCDP-RLF Committee members.

3. Delinquent Accounts

A loan shall be considered delinquent and collection efforts instituted by the Agent/Town for any loan delinquent for thirty (30) days or more.

4. Collection and Foreclosure

The VCDP-RLF Committee is authorized to identify options to settle and compromise on outstanding loans and make recommendations to proceed against debtors in small claims court for amounts up to the maximum allowed by state statute. Any action is subject to the Town Manager's approval or the Selectboard if determined by the Town Manager or the Town's Procurement Policy to be warranted.

Foreclosure proceedings will be governed by applicable State Statutes, and may be considered for, but not limited to, the following circumstances:

- abandonment of the property;
- refusal to pay note;
- sale of mortgaged property if loan assumption is not approved by the Town;
- death of borrower and the estate does not pay the note; or
- when a first mortgage holder threatens foreclosure and the Town holds second or third mortgage.

5. Loan Restructuring

Recasting of loans shall be considered when the borrower's financial situation has changed significantly since the closing of the loan. The decision regarding any loan restructuring must be approved by the HBRLF Committee and the Town Manager. Any restructuring of loans over \$20,000 must be approved by the Hartford Selectboard.

6. Bad Debts

Any loan which has a remaining balance after liquidation of collateral will be pursued through reasonable post collection procedures.

I. General Loan Program Provisions

1. Appeals

When an applicant disagrees with a decision of the VCDP-RLF Committee, the following procedures shall be taken:

- a. The applicant shall contact the Town of Hartford Planning and Development Director, or designee, and request an appearance before the VCDP-RLF Committee for the purpose of appealing the Committee's decision.
- b. The VCDP-RLF Committee shall meet to hear the appeal as the first order of business at its next regularly scheduled Committee meeting or specially convened meeting
- c. Should the applicant disagree with the Committee's decision on the appeal, the applicant may appeal the decision to the Town Manager.

2. Non-discrimination

In accordance with the provisions of the Equal Opportunity and Employment Act, the VCDP-RLF Committee may not discriminate in its lending practices based on race, color, religion, sex, national origin, age, marital status, sexual orientation or physical or mental handicap.

3. Vermont Open Meeting Law and Confidentiality

All VCDP-RLF Committee meetings to consider loan requests shall follow current Vermont Open Meeting Law. The Committee may go into Executive Session to discuss confidential or proprietary information. Disclosure of any information relating to an application, to transactions by, and decisions of the VCDP-RLF Committee shall remain confidential. Any action on the application must be done in open session, and only the loan recommended for approval, the amount, borrower, rate and term may be disclosed.

4. Government Programs and Other Funding Sources

The VCDP-RLF Committee, Town and Town's agent will adhere to all applicable requirements associated with the original source of the funds.

5. Conflict of Interest

Members of the VCDP-RLF Committee (and any others as dictated by CDBG or Special Purpose regulations) shall be ineligible to apply for revolving loan funds for as long as they are members. The Conflict of Interest provision applies to procurement of supplies, equipment, construction, and services by the Applicant, all members of the Legislative Bodies, officers or employees of the Town, or their designees, or other persons who exercise any functions or responsibilities with respect to the application. Officers and employees shall

not participate in any decision concerning matters in which they have a financial interest. Conflicts and the appearance of conflicts of interest shall be avoided in order to assure public confidence in the operation of the VCDP-RLF.

6. Amendments

Amendments to these Guidelines may be proposed at any time by the VCDP-RLF Committee and recommended by a majority vote to the Hartford Selectboard for approval. Amendments will be approved by a majority vote of the Selectboard. Any amendments must be submitted to the Vermont Agency of Commerce and Commerce, Community Development Program to ensure continued compliance with state and federal regulations as outlined in Closeout Agreement # CL 2018-Hartford-00001 for VCDP Grant # 07110-IG-2018-Hartford-06.

Amended the 9th day of February 2021 by the Hartford Selectboard.



AGENDA MEMORANDUM
August 6, 2024
Town Selectboard Meeting Item: 5.d.

Submitted by: Lori Hirshfield, Director, Department of Planning & Development

Subject: Acceptance of a Grant for the South Main Street TIF Project Improvements -
Vermont Clean Water Pollution Control Grant

Background: The Town has received a \$62,558 Pollution Control Grant award from the Vermont Department of Environmental Conservation Clean Water Program (Grant # 06140-2024-PC-VT-376). The grant is for sewer rehab work that was part of the recently completed South Main, North Main and Gates Streets TIF improvement project.

Discussion: The grant will reduce the balance of an existing Vermont Clean Water Revolving Loan (CWSRF # RF1-291.3.0) that the Town received for the Phase 2 portion of this TIF project. Once applied, the loan repayment schedule will be finalized.

Financial Impact: The savings will be available to apply towards other approved TIF District project costs.

Recommendation: Accept the grant and direct the Town Manager to take all necessary steps to execute the Grant Agreement and apply it towards the RF1-291.3.0 CWSRF loan balance.

Attachment: Grant Agreement

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail				
SECTION I - GENERAL GRANT INFORMATION								
1 Grant #: 06140-2024-PC-VT-376				2 Original ☒ Amendment # _____				
3 Grant Title: Hartford Sewer Rehab								
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$62,556.00		6 Total Award Amount: \$62,556.00				
7 Award Start Date: upon signature		8 Award End Date: 09/30/2026		9 Subrecipient Award: YES ☐ NO ☒				
10 Supplier #: 40704		11 Grantee Name: Town of Hartford						
12 Grantee Address: 171 Bridge Street								
13 City: White River Junction				14 State: VT		15 Zip Code: 05001		
16 State Granting Agency: Department of Environmental Conservation						17 Business Unit: 06140		
18 Performance Measures: YES ☒ NO ☐		19 Match/In-Kind: Description:						
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] #:				22 Indirect Rate: % (Approved rate or de minimis 10%)		23 FFATA: YES ☒ NO ☐		
24 Grantee Fiscal Year End Month (MM format): 6						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				
Special Fund				\$0.00				
Global Commitment (non-subrecipient funds)				\$0.00				
Other State Funds			\$62,556.00	\$62,556.00	21952			
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	
					\$0.00			
39 Federal Awarding Agency:			40 Federal Award Project Descr:					
			\$0.00					
Federal Awarding Agency:			Federal Award Project Descr:					
			\$0.00					
Federal Awarding Agency:			Federal Award Project Descr:					
			\$0.00					
Federal Awarding Agency:			Federal Award Project Descr:					
			\$0.00					
Federal Awarding Agency:			Federal Award Project Descr:					
			\$0.00					
Total Awarded - All Funds		\$0.00	\$62,556.00	\$62,556.00				
SECTION IV - CONTACT INFORMATION								
STATE GRANTING AGENCY				GRANTEE				
NAME: Sharon Ellingwood				NAME: Bryan Gazda				
TITLE: Grants Specialist				TITLE: Director of Public Works				
PHONE: (802) 522-7548				PHONE: (802) 295-3622				
EMAIL: sharon.ellingwood@gmail.com				EMAIL: bgazda@hartford-vt.org				



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Town of Hartford with principal place of business at 171 Bridge Street, White River Junction, VT 05501 (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 the Hartford Main St Sewer Project Phase II. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed 23% of the total project cost with the maximum award amount not to exceed \$62,556.00. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: At the end of the grant term, Grantee will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. Source of Funds: State funds.
7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on September 30, 2026.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Grantee's fiscal year starts July 1st and ends June 30th.
11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

12. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – [Not applicable]

Attachment E - Project Cost Summary

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

STATE OF VERMONT

GRANTEE

By:

By:

Commissioner

Name: (Print) _____

Dept. of Environmental Conservation

Title: _____

Date: _____

Date: _____

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Subgranted

- I. Project Overview: Rehabilitation of existing sewers and improvements to the stormwater collection and conveyance system on South Main Street, Gates Street, and North Main Street. Stormwater improvements include green infrastructure. Work product covered under this grant are included on but not limited to the items identified in Attachment H – Project Cost Summary

- II. Scope of Work: The grantee will ensure this project includes rehabilitation of existing sewers and stormwater improvements in conjunction with street reconstruction.
 - A. Includes utilities and street improvements on:
 - 1. South Main Street: 525 feet north from the intersection with Currier Street to the intersection with North Main Street and Joe Reed Drive.
 - 2. North Main Street: 210 feet west from the intersection with South Main Street to Currier Street.
 - 3. Gates Street: 860 feet west from the intersection with South Main Street to the intersection with Church Street.

Attachment B
Payment Provisions

1. This is a performance-based grant with cost-reimbursable terms. Payment requests must be submitted on the Payment Request Form at the following link:
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
3. Pre-award costs starting August 29, 2019 are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.

4. Risk-Based Assessment:

Risk Level: Low

Risk Level	Monitoring Requirements
Low	- Final performance report required.

5. Final Payment: Final payment will be paid upon receipt and satisfactory review of the final payment request.
6. Submit completed forms to: anr.srfpayments@vermont.gov

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and

- vi. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.

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 \$1,000, 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 E: Project Cost Summary

Vermont SRF STANDARD Project Cost Summary Form

Ver SRF 03/14

Project Name: SOUTH MAIN, NORTH MAIN, AND GATES STREET UTILITY AND ROADWAY IMPROVEMENTS		CWSRF Loan# RFL-291 C2 DWSRF Loan#		Area for State of Vermont WBD: 06/28/20	
5/20/2021		ENR CCI:		11****0	

CONSULTANT COMPLETES Columns B through G: See Direction Tab

Complete Columns H through Z

See DIRECTIONS TAB		Complete if using itemized quantities for the splits, if not hide.													
PERCENTAGE SPLIT	Rate	Shoe	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT	QTY/UNIT
Construction Costs															
Contract 2															
18" DI CL30															
24" DI CL30															
15" C-HDPE Storm Drain															
18" C-HDPE Storm Drain															
24" C-HDPE Storm Drain															
Fire Hydrant Branch Connections															
Water Meter Manholes															
18" Gate Valve															
24" Gate Valve															
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TOWN OF HARTFORD
SOUTH MAIN, NORTH MAIN, AND GATES STREET UTILITY AND ROADWAY IMPROVEMENTS
CONTRACT No. 2
TOTAL PROJECT COST SUMMARY
15-Feb-22

ITEM DESCRIPTION	DWSRF ELIGIBLE ESTIMATED COSTS	CWSRF ELIGIBLE ESTIMATED COSTS	LOCAL SHARE (NON-ELIGIBLE) COSTS	TOTAL ESTIMATED COSTS
CONTRACT No. 2-BASE BID and ADD ALTERNATE				
Waterline and Appurtenances	\$ 767,322.00	\$ 476,515.00		\$ 767,322.00
Sewer and Stormwater Collection System Improvements			\$ 1,060,524.00	\$ 476,515.00
Local Roadway Reconstruction				\$ 1,060,524.00
CONSTRUCTION SUBTOTAL	\$ 767,322.00	\$ 476,515.00	\$ 1,060,524.00	\$ 2,304,361.00
% OF TOTAL	33.3%	20.7%	46.0%	100.0%
CONSTRUCTION CONTINGENCY				
Construction Contingency (5%)	\$ 38,366.10	\$ 23,825.75	\$ 53,026.20	\$ 115,218.05
CONSTRUCTION CONTINGENCY SUBTOTAL	\$ 38,366.10	\$ 23,825.75	\$ 53,026.20	\$ 115,218.05
STEP I - PRELIMINARY ENGINEERING ⁽¹⁾				
Preliminary Engineering Report	\$ -	\$ -	\$ -	\$ -
Environmental Report	\$ -	\$ -	\$ -	\$ -
Field Survey/Base Map Preparation	\$ -	\$ -	\$ -	\$ -
STEP I SUBTOTAL	\$ -	\$ -	\$ -	\$ -
STEP II - FINAL DESIGN ⁽²⁾				
Basic Services - Final Design	\$ -	\$ 31,700.00	\$ 35,000.00	\$ 66,700.00
Subsurface Investigation	\$ -	\$ -	\$ -	\$ -
Special Services	\$ 1,995.78	\$ 1,742.12	\$ 3,762.10	\$ 7,500.00
STEP II SUBTOTAL	\$ 1,995.78	\$ 33,442.12	\$ 38,762.10	\$ 74,200.00
STEP III - CONSTRUCTION SERVICES ⁽³⁾				
Bid Phase Services	\$ 2,980.37	\$ 2,601.57	\$ 5,618.06	\$ 11,200.00
Construction Administration	\$ 29,484.35	\$ 25,736.94	\$ 55,578.71	\$ 110,800.00
Resident Project Representative	\$ 46,807.74	\$ 40,858.55	\$ 88,233.71	\$ 175,900.00
Special Services	\$ 3,326.30	\$ 2,903.54	\$ 6,270.16	\$ 12,500.00
STEP III CONSTRUCTION SERVICES SUBTOTAL	\$ 82,598.76	\$ 72,100.60	\$ 155,700.64	\$ 310,400.00
OTHER COSTS				
Administrative/Permit Fees	\$ 1,000.00	\$ -	\$ 5,768.55	\$ 6,768.55
Bond Vote Assistance	\$ -	\$ -	\$ -	\$ -
Easements	\$ -	\$ -	\$ -	\$ -
Legal & Fiscal	\$ 3,326.30	\$ 2,903.54	\$ 6,270.16	\$ 12,500.00
Short Term Interest	\$ -	\$ -	\$ -	\$ -
OTHER SUBTOTAL	\$ 4,326.30	\$ 2,903.54	\$ 12,038.71	\$ 19,268.55
ESTIMATED TOTAL PROJECT COST	\$ 894,608.94	\$ 608,787.01	\$ 1,320,051.65	\$ 2,823,447.60
USE	\$ 895,000.00	\$ 610,000.00	\$ 1,320,000.00	\$ 2,825,000.00

Notes:

1. Preliminary engineering was performed under Contract No. 1.
2. Step II engineering fees are shown here only for Contract No. 2. This includes Amendment No. 1 under Project #18017 and Amendment No. 2 under Project #18018.
3. Based Executed Step III Engineering Services Agreement



AGENDA MEMORANDUM

August 6, 2024

Fairview Terrace and Gates Street Bond-Related Documents

Submitted by: John Haverstock, Town Manager

Background: As you know, the Town's leadership has previously decided to fund design engineering work to develop a plan to repair Fairview Terrace and Gates Street and restore one lane of one-way Town highway. This has been done.

Discussion: Based upon engineer cost estimates, the Town Manager has worked with bond counsel to develop bond-vote related documents in support of a \$4,100,000 project, to be put to the voters in a bond vote in November. In order to place this proposal to the voters in November, the attached documents must be approved by the Selectboard and signed, where indicated.

Financial Impact: This is a \$4,100,000 project.

Recommendation: Move that the Selectboard approve and sign the attached bond-vote related documents generated by bond counsel in support of bringing the proposed project to the voters in the November, 2024 general election.

Attachments:

Resolution Certificate

Warning

Official Ballot

John Haverstock

From: Elijah Emerson <eemerson@primmer.com>
Sent: Wednesday, July 10, 2024 2:12 PM
To: John Haverstock
Subject: RE: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)
Attachments: Town of Hartford bond docs \$4,100,000(6613032.1).docx

[EXTERNAL EMAIL: DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Attached are the bond election documents. The set of documents contain: necessity resolution, warning, ballot and clerk's certificate of vote and posting. The necessity resolution should be adopted by the Selectboard at a regular meeting. It is resolving that the project is necessary, there are not sufficient funds to pay for the project and the question of borrowing the funds should be put to voters. The resolution also adopts the warning and the ballot that will be used at the special meeting. For information that I did not have (e.g., date of the Selectboard meeting, date of the informational meeting, etc.), I have left it blank and highlighted. The certificate of vote and posting will be filled out by the clerk no less than 30 days after the vote. Eventually, we will need to see a scanned copy of the certificate plus all the attachments (e.g., executed resolution, executed warning, ballot, etc.).

Here are the posting and publication requirements (slightly different than what are required for a non-bond vote special meeting):

The warning needs to be published in a newspaper of known circulation in Town. It needs to be a paper actually published in paper form, not just online. The publication needs to be on the same day of the week for three weeks in a row, with the last date being no more than 10 days and not less than 5 days before the vote. So you would pick a publication date that falls on or between 10/26 – 10/31, and then pick two other dates exactly one week and two weeks before that date. For example: 10/15, 10/22 and 10/29.

The warning needs to be posted in twelve (12) public places in town starting at least 2 weeks before the vote. One of the locations should be the town clerk's office. The warning should also be posted on the town's website.

Lastly, there needs to be an informational meeting within 10 days of the vote. That can be a regular Selectboard meeting or a stand-alone affair. That informational meeting needs to be warned at least 10 days in advance by posting in 2 public places plus the clerk's office. I have included the notice of the informational meeting in the warning, so the posting requirements in the paragraphs above will satisfy this requirement.

Please let me know if you have any questions.

Thanks.

Eli

From: John Haverstock <jhaverstock@hartford-vt.org>
Sent: Wednesday, July 10, 2024 1:25 PM
To: Elijah Emerson <eemerson@primmer.com>
Subject: RE: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)

\$4,100,000.

John Haverstock
Town Manager, Hartford, VT
802/295-9353 x216

From: Elijah Emerson <eeemerson@primmer.com>
Sent: Wednesday, July 10, 2024 1:23 PM
To: John Haverstock <jhaverstock@hartford-vt.org>
Subject: RE: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)

[EXTERNAL EMAIL: DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

What is the bond amount?

Thanks.

Eli

From: John Haverstock <jhaverstock@hartford-vt.org>
Sent: Wednesday, July 10, 2024 12:47 PM
To: Elijah Emerson <eeemerson@primmer.com>
Subject: RE: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)

Any and all would be appreciated, Eli. Perhaps with a brief summary of when/how the Selectboard and/or I must take action, noting any public posting requirements.

Yes, we are shooting for the November general election ballot. We have already had Selectboard approve a Declaration of Official Intent....

Thanks.

John Haverstock
Town Manager, Hartford, VT
802/295-9353 x216

From: Elijah Emerson <eeemerson@primmer.com>
Sent: Wednesday, July 10, 2024 12:34 PM
To: John Haverstock <jhaverstock@hartford-vt.org>
Subject: RE: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)

[EXTERNAL EMAIL: DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Just the ballot, or the necessity resolution (for the Selectboard to adopt) and the warning?

Is the date of the vote the general election?

Thanks.

Eli

From: John Haverstock <jhaverstock@hartford-vt.org>

Sent: Tuesday, July 9, 2024 4:56 PM

To: Elijah Emerson <eeemerson@primmer.com>

Subject: FW: Bond Question on November Ballot (Fairview Terrace and Gates Street in Hartford, VT)

Hello, Eli.

I am getting friendly nudges from the Town Clerk....see below.

Can you please generate ballot language for our proposed bond vote to support the reconstruction of Fairview Terrace and gates Street here in Hartford?

Thanks.

John Haverstock
Town Manager, Hartford, VT
802/295-9353 x216

From: Lisa O'Neil <loNeil@hartford-vt.org>

Sent: Tuesday, July 9, 2024 3:29 PM

To: Department Leadership Team <departmentheads@hartford-vt.org>

Subject: Bond Question on November Ballot

A reminder as we look ahead to the November election: Since it appears there will be a local Bond question on the ballot, the item will need to be warned and posted in accordance with the Charter (it will be considered a separate local election although it will be placed on the back of the Statewide November ballot). As I have noted in our Stand Up meetings, I will need the ballot language /Warning approved by the Select Board by mid-August (no later than than August 20th to submit it to the Secretary of State for placement on the ballot); my preference is always soon rather than later in case any correction is needed (and, I may take some time off the week of August 19th after the previous week's primary election craziness.

Lisa M. O'Neil

Hartford Town Clerk

171 Bridge St.

White River Jct., VT 05001

802-295-2785

loNeil@hartford-vt.org

PLEASE NOTE: HARTFORD does not bear any responsibility or liability for missing or incorrect information or documents.

Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.

Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.

THIS E-MAIL MESSAGE, INCLUDING ANY ATTACHMENTS, IS FOR THE SOLE USE OF THE INTENDED RECIPIENT(S) AND MAY CONTAIN LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION. ANY UNAUTHORIZED REVIEW, USE, DISCLOSURE, REPRODUCTION OR DISTRIBUTION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE IMMEDIATELY CONTACT THE SENDER BY REPLY E-MAIL AND DESTROY ALL COPIES OF THE ORIGINAL MESSAGE. THANK YOU.

Please note that any response or reply to this electronic message may be subject to disclosure as a public record under the Vermont Public Records Act.

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RESOLUTION CERTIFICATE

I, Lisa M. O'Neil, certify that I am the duly elected and qualified Clerk of the Town of Hartford (the "Town"), a municipal corporation located in the County of Windsor, State of Vermont; that I have custody of the books, records and seal of the Town; and that the following is a true and exact copy of a Resolution duly adopted at a meeting of the Selectboard of the Town, duly called, noticed and held on August 6, 2024, at which a quorum of members of the Selectboard was present and voting; and that the same remains in full force and effect, and has not been amended, rescinded, abridged, modified or contested in any way:

RESOLVED, that the public interest and necessity demand certain improvements be made, namely, construction of public highway improvements and a retaining wall on or around Fairview Terrace and Gates Street at an estimated cost of Four Million One Hundred Thousand Dollars (\$4,100,000); and

BE IT FURTHER RESOLVED, that the cost of completing the Town's share of the costs of constructing such improvements, after application of available state and federal grants-in-aid, and the application of available reserves, will be too great to be paid out of the annual revenue of the Town; and

BE IT FURTHER RESOLVED, that a proposal for the issuance of general obligation bonds or notes of the Town in an amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000) to pay for its cost of the same, subject to reduction through the receipt of any state or federal grants-in-aid and other financial assistance, should be submitted to the legal voters of the Town at the special meeting thereof to be duly called and held for that purpose on November 5, 2024; and

BE IT FURTHER RESOLVED, that all acts relating to the proposition of incurring indebtedness and the issuance of general obligation bonds or notes of the Town of Hartford for the purpose of constructing and operating said improvements within the corporate limits of the Town be in accordance with the provisions of Chapter 3 of Title 19 and Chapter 53 of Title 24, Vermont Statutes Annotated;

BE IT FURTHER RESOLVED, that the attached Warning and form of Ballot be adopted for use in connection with consideration of the above-stated proposition of making said public improvements and incurring bonded indebtedness therefor.

ATTEST:

Lisa M. O'Neil, Town Clerk

Dated August 7, 2024

SEAL

WARNING

The legal voters of the Town of Hartford, Vermont, are hereby notified and warned to meet at the Hartford High School Gymnasium in Hartford, Vermont, Tuesday, November 5, 2024, between the hours of seven o'clock (7:00) in the forenoon (a.m.), at which time the polls will open, and seven o'clock (7:00) in the afternoon (p.m.), at which time the polls will close, to vote by Australian ballot upon the following Article of business:

ARTICLE I

Shall general obligation bonds or notes in an amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000), subject to reduction by the application of federal and state grants-in-aid and reserve funds, be issued for the purpose of constructing public highway improvements and a retaining wall on or around Fairview Terrace and Gates Street, the estimated cost of such improvements Four Million One Hundred Thousand Dollars (\$4,100,000)?

The legal voters of the Town of Hartford are further notified that voter qualification, registration and absentee voting relative to said special meeting shall be as provided in Chapters 43, 51 and 55 of Title 17, Vermont Statutes Annotated.

The legal voters of the Town of Hartford are further notified that an informational meeting will be held on Tuesday, October 29, 2024 at six o'clock (6:00) in the evening, at Town Hall, Room 1 in Hartford for the purpose of discussing the proposition.

Adopted and approved at a regular meeting of the Selectboard of the Town of Hartford duly called, noticed and held on August 6, 2024. Received for record and recorded in the records of the Town of Hartford on August 7, 2024.

ATTEST:

Lisa M. O'Neil
Town Clerk

Selectboard

OFFICIAL BALLOT

TOWN OF HARTFORD

SPECIAL MEETING NOVEMBER 5, 2024

ARTICLE I

Shall general obligation bonds or notes in an amount not to exceed Four Million One Hundred Thousand Dollars (\$4,100,000), subject to reduction by the application of federal and state grants-in-aid and reserve funds, be issued for the purpose of constructing public highway improvements and a retaining wall on or around Fairview Terrace and Gates Street, the estimated cost of such improvements Four Million One Hundred Thousand Dollars (\$4,100,000)?

If in favor of the proposition,
make a cross (x) in this square:

☐

If opposed to the proposition,
make a cross (x) in this square:

☐



TOWN OF HARTFORD SELECTBOARD MINUTES

Tuesday, July 23, 2024, 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; Kim Souza, Vice-Chair; Mary Erdei, Clerk; Lannie Collins, Member; Susan Buckholz, Member; Brandon Smith, Member, Ida Griesemer, Member; John Haverstock, Town Manager; Lori Hirshfield; Scott Cooney; Chris Holzwarth; Jo-Ann Ells; Rita Seto; Larry Rogers; Dennis Margnia; Earle Simpson; Colin Butler; John Haffner; Scott Farmsworth; Liz OConnor; Josh Moulton; Michael Redmond; Kyle Katz; Laura Stone; Kevin Morgan;

Present on Zoom: Lana Livingston

JAM LINK: <https://www.youtube.com/watch?v=rUdqqZdHzAA>

- I. Call to Order the Selectboard Meeting by Chair, Mike Hoyt at 6:00PM.
- II. Pledge of Allegiance was recited and led by Lannie Collins.
- III. Local Liquor Control Board: None
- IV. Local Cannabis Control Board: None
- V. Order of Agenda: There were no changes to the order of agenda.
- VI. Selectboard
 1. Public Comment - none
 2. Selectboard Comments and Announcements

Lannie Collins discussed the lack of transparency from the School Board and the recent lack of accountability from them. He hopes the residents can see the division between the Town and the Schools.
 3. Appointments: None
 4. Town Manager's Report

Significant Activity Reports: <https://www.hartford-vt.org/Archive.aspx?ADID=487>
 5. Board Reports, Motions & Ordinances
 - a. Vermont Agency of Transportation (VTrans) Local Concerns Meeting on Bridge 73 https://www.hartford-vt.org/DocumentCenter/View/10358/2-Hartford-BF-011390_07_23_2024-Public-Meeting

Presented by Laura Stone, P.E. and Josh Olund, P.E., PhD

Meeting Overview: Project Location; Existing Conditions; Project Purpose; Site Constraints and Considerations; Alternatives; Maintenance of Traffic; Collect Input From the Community.

Purpose

Provide a safe, equitable crossing for all modes of transportation over the New England Central Railroad and White River that meets the needs of the travelling public

Need

 - Address structural deficiencies and ongoing deterioration
 - Extend service life of the crossing
 - The bridge railing and approach railing do not meet the current standards
 - Address the girder paint system.

Alternatives To Be Considered

 - No Action
 - Additional maintenance required within 10 years
 - Rehabilitation and Preservation

- 20-year design life
- Deck Replacement
 - 35-year design life
- Bridge Replacement
 - 100-year design life

Next Steps

- Obtain and Analyze Concrete Testing Results
- Evaluate Alternatives
- Hold Public Information Meeting to present Recommended Alternative
- Complete Scoping Report
- Begin National Environmental Policy Act (NEPA) Process for Environmental Permitting
- Begin Development of Project Plans and Documents

Contact Information: Laura.stone@vermont.gov

- b. Developer Remarks on Sykes Mountain Avenue Housing Projects
Green Heights Drive Housing Project, Water Booster Station
One of the conditions of the Planning Commission and Zoning Board of Adjustment approvals is:

“The applicant submits documentation outlining the steps necessary, as agreed upon with the DPW, for the construction, ownership, maintenance, easements/rights-of-way (etc.) of the utilities, access, road realignment, and crosswalk including items requiring approval from the Selectboard.”

The Applicant is seeking preliminary feedback from the Selectboard as they continue to work with Town Staff on the details of the water booster station.

Action: Provide preliminary feedback to the Applicant in order to assist them in preparing a formal request for the Selectboard.

Green Heights Drive Housing Project, Road Improvements

One of the conditions of the Planning Commission and Zoning Board of Adjustment approvals is:

“The applicant submits documentation outlining the steps necessary, as agreed upon with the DPW, for the construction, ownership, maintenance, easements/rights-of-way (etc.) of the utilities, access, road realignment, and crosswalk including items requiring approval from the Selectboard.”

Action: Provide preliminary feedback to the Applicant in order to assist them in preparing a formal request for consideration by the Selectboard at a future meeting.

NOTE: There was a consensus from the Selectboard for these projects to move forward.

- c. Review and Discuss Community Safety Study Report – Presentation only.
<https://www.hartford-vt.org/DocumentCenter/View/10357/240718-DRAFT-HVT-Final-Report>
- d. Resilient Hartford Update: Clifford Park Food Forest Update by Kyle Katz.
 Presentation only.
- e. Adoption of Updated Emergency Operations Plan
 Town of Hartford Emergency Operations Plan 6-2024: <https://www.hartford->

Selectboard Member, Lannie Collins made the motion to adopt the 2024 revision to the Town of Hartford Emergency Operations Plan. Selectboard Vice Chair, Kim Souza seconded the motion. All were in favor and the motion passed.

- f. Continued Discussion of Listening Sessions by Selectboard Vice Chair, Kim Souza.

Proposed dates and subjects: September 9th an evening meeting at Wilder Library for a “communication” listening session and September 22nd – an afternoon (facilitated) strategic planning session at West Hartford Library.

VII. Commission Reports

Brandon Smith:

Report from the Housing and Homelessness Commission

- Committee met on July 18. There was continued discussion of what is now being deemed a directory of rental housing in Hartford. One goal of the committee is to have something to present to the board when it makes a report about its activities in September. I don't want to speak out of turn, before the committee finalizes any positions, or to take the wind out of their sails, so I'll leave it for them to state in September.

Kim Souza:

The Planning Department & Town Plan Steering Committee hosted a community forum on July 16 to share some of the work that has been taking place throughout the initiative to update the Economic Development chapter of the Town Plan. The consultants from Better City shared the group's efforts toward the end goal of a strategic roadmap with defined objectives including opportunities, specific steps, actions and key metrics. For more details, refer to the 07.16.24 Planning Commission meeting minutes posted in the agenda center on the town website.

VIII. Consent Agenda: Selectboard Clerk, Mary Erdei made the motion to approve the Consent Agenda. Selectboard Member, Sue Buckholz seconded the motion. All were in favor and the motion passed.

Approve Payroll Ending: 7/20/2024

Approve A/P Manifest of: 7/19/2024 & 7/25/2024

Approve Meeting Minutes of: 7/9/2024

Note: Already Approved Selectboard Meetings: 8/6/2024 and 8/20/2024

IX. Executive Session

1. Legal (Alternative Dispute Resolution)

Selectboard Member, Ida Griesemer made the motion to find that that there are legal matters involving the Town and premature general public knowledge would clearly place the Town and/or persons at a substantial disadvantage

And that

the Selectboard go into executive session to discuss two pending legal matters in which the Town is involved and attorney-client communications made for the purpose of providing professional services, as set forth in 1 V.S.A. Section 313 (a)(1)(E) and (F).

Selectboard Clerk, Mary Erdei seconded the motions. All were in favor and the motion passed.

2. Contracts (Consulting Contract)

Selectboard Clerk, Mary Erdei made the motion to find that premature general public knowledge of the potential consulting contract with such would-be consultant would clearly place the Town at a substantial disadvantage by disclosing its negotiation strategy And that the Selectboard go into executive session to discuss whether, and on what terms, to enter into a contract with a third-party consultant, pursuant to 1. V.S.A. Section 3133 (a) (1)(A). Selectboard Member, Ida Griesemer seconded the motion. All were in favor and the motion passed.

Please Note: Kim Souza left the meeting at 9:33PM.

Selectboard Member, Sue Buckholz made the motion to close the Executive session and return to the regular Selectboard Meeting. Selectboard Clerk, Mary Erdei seconded the motion. All were in favor and the motion passed at 10:04pm.

Post Executive Session Motions:

Selectboard Clerk, Mary Erdei made the motion that the Selectboard participate in a mediation of a claim pending before the Vermont Attorney General's Office against the Town of Hartford and that Selectboard Chair, Mike Hoyt be authorized to attend and participate in the mediation together with the Town Manager and the Town's legal counsel. Selectboard Member, Brandon Smith seconded the motion. All were in favor and the motion passed.

Selectboard Clerk, Mary Erdei made the motion that the Selectboard participate in a mediation of a claim pending before the Vermont Human Rights Commission against the Town of Hartford and that Selectboard Member, Sue Buckholz be authorized to attend and participate in the mediation together with the Town Manager and the Town's legal counsel. Selectboard Member, Ida Griesemer seconded the motion. All were in favor and the motion passed.

- X. Adjourn the Selectboard Meeting: Selectboard Member, Lannie Collins made the motion to Adjourn the Selectboard Meeting at 10:05 PM. Selectboard Member, Sue Buckholz seconded the motion. All were in favor and the motion passed.

Mary Erdei, Selectboard Clerk
July 23, 2024 Selectboard Meeting