



TOWN OF HARTFORD SELECTBOARD AGENDA

Tuesday, August 20, 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: None
- V. Order of Agenda
- VI. Selectboard
 1. Public Comment (6:03)
 2. Selectboard Comments and Announcements (6:10)
 3. Appointments (6:20)
 - a. Consider the Appointment of Jazmin Guyette to the Hartford Tree Board for a Three Year Term beginning August 20, 2024 and ending August 19, 2027.
 4. Town Manager's Report (6:25)
Significant Activity Reports: <https://www.hartford-vt.org/Archive.aspx?ADID=490>
 5. Board Reports, Motions & Ordinances
 - a. Proclamation on Re-Dedication of Hurricane Forest Wildlife Refuge (6:30)
 - b. Acceptance of Hazard Mitigation Grant for Buy-Out of 361 South Street (6:35)
 - c. Continued Discussion of ARPA Fund Allocations (6:45)
 - d. Discuss Potential FYE Encumbrances (7:10)
 - e. Appointment of Authorized Representatives to Act on Bond Bank Matters (7:35)
 - f. Discuss Retention of Auditors for FY25 (7:40)
 - g. Transfer Station Feasibility Study (7:50)
 - h. Review Fuel Bids (8:20)
 - i. Review Paving Bids (8:25)
- VII. Commission Reports (8:35)
- VIII. Consent Agenda (8:40)

Approve Payroll Ending: 8/17/2024
Approve A/P Manifests of: 8/16/2024 & 8/22/2024
Approve Meeting Minutes of: 8/6/2024
Future Meetings: 9/3/2024; 9/17/2024
- IX. Adjourn the Selectboard Meeting (8:45)

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
171 BRIDGE STREET
White River Jct., VT 05001
802-295-9353 (Tel.) 802-295-6382 (Fax)
PLEASE PRINT LEGIBLY OR TYPE

ADVISORY BOARD/COMMISSION (RE)-APPOINTMENT APPLICATION

Application for appointment(s) or re-appointment: Tree Board

I. APPLICANT DATA:

Name: Jazmin Guyette

Address: PO BOX 192/ [REDACTED] Hartford, VT 05001

Telephone: (Home) _____ (Work) _____ (Other) [REDACTED]

Email Address: [REDACTED]

How long have you been a Hartford resident? 30 years

Are you a registered voter? Yes _____

II. EDUCATION:

High School: Hartford High School Year Graduated: 2012

College 1: River Valley College Degree Earned: Associates'

Course of Study: Accounting Year: 2016

College 2: Granite State College Degree Earned: Bachelors'

Course of Study: Business Management with a Minor in Finance

Year: 2022

III. WORK HISTORY:

Please list Employer name & address (most recent first)	Dates of Employment	Position held	Job duties
Mascoma Bank 67 N Park St Lebanon NH /	June 2015 to Present	/AVP Risk Governance Officer /	Committee management, Policy and Procedure Document Retention, and Risk Assessments
La Valley Building Supply West Lebanon NH/	June 2012 to June 2015/	Showroom Coordinator &	Cashier/Kitchen and Bath Showroom organization, ordering, and designer support with customer experience and cash handling
Shaw's Market West Lebanon NH/	May 2010 to May 2011/	Cashier/Assist customers with orders	

IV. PROFESSIONAL EXPERIENCE:

- a. **If you were appointed to a board or commission which meets in the evenings, how many nights a month could you serve?** Please provide days of the week which you are generally available. Would you be available for evening meetings?

My schedule is flexible, and I will be able to work within the committee's timing requirements.

- b. **Why do you desire to serve on this advisory board/commission, and what skills/training can you contribute?**

I am a nature enthusiast and trees are my hobby. Taking care of trees and selling trees are something my family takes great pride in; my grandfather ran "Christmas on Division Street" for a long time until his passing. Not only do I have a passion for trees, but I am also organized and bring executive management skills that I believe would be beneficial to the committee.

- c. **What are your past experiences in Municipal, State or Federal Government?** _

I do not have any direct experience in a Municipal, State, or Federal fields by I have been within the community banking industry for over nine years.

- d. **What civic or social organizations have belonged to and what positions did you hold?**

I have not been a part of any civic or social organization.

- e. **What do you perceive as areas of need in the municipality which could be addressed by either the administration or one of the advisory boards/commissions?**

Some of the areas of need that I perceive are housing for our local community, the need to maintain the integrity of our waterways, trees, and the wildlife that calls Hartford, VT home.

- f. Other hobbies/interests: Gardening and trees are my main hobby, other hobbies and interest include drawing, photography, and restoring old homes.

REFERENCES: (Please list three)

Name: Dawnlynn Marston _____ Telephone:

Name: Mike Copp _____ Telephone:

Name: Anne Chapin _____ Telephone:



7/18/2024

APPLICANTS SIGNATURE

DATE

Town Manager's Report

August 20, 2024

Coolidge Block

On August 13, I had a very productive meeting with David Briggs and Lori Hirshfield. It served as a detailed status update on Dave's ongoing efforts to prepare the way for re-development of the Coolidge Block in downtown White River Junction and a discussion of the types of information that the Planning & Development Department will want to see when evaluating the project. For now, Dave will continue his work independently and the Planning & Development Department will be drafting a proposed protocol to help Town decision-makers assess proposals for public-private partnerships.

Bugbee Senior Games

Congratulations to Mark Bradley and the entire staff of the Bugbee Senior Center for their work launching its first annual Bugbee Senior Games. It was my pleasure to join many Hartford seniors for the kick-off and stroll on Thursday, August 15. There will be a closing ceremony and Community Barbecue at Lyman Point Park at 11:30 am on Wednesday, August 21.

Declaration of Independence Anniversary

July 4, 2026 will mark the 250th anniversary of the American Declaration of Independence from the British empire. I met with representatives of the Hartford Historical Society today to discuss the planning process for commemorating this important day in our nation's history.

Town Manager Absence

I hope to be off on Thursday and Friday, August 29 and 30.

**TOWN OF HARTFORD, VERMONT
HURRICANE FOREST WILDLIFE REFUGE
REDEDICATION
2024**

WHEREAS, the Town of Hartford, Parks & Recreation Department celebrated the Rededication of Hurricane Forest Wildlife Refuge on July 24th at 5:30pm; and

WHEREAS, this proclamation signifies a momentous occasion as members of the community came together to celebrate and re-dedicate the Winsor C. and Bertha C. Brown's gift of land to the Town of Hartford over 50 years ago; and

WHEREAS, we are conserving our natural resources and enhancing our environmental stewardship by protecting open spaces like the Hurricane Wildlife Refuge, restoring wildlife habitats, educating young people about the environment and taking actions to ensure its preservation, ensuring that the Town of Hartford's Hurricane Wildlife Refuge is accessible for generations to come;

WHEREAS, we must, as a community, renew our commitment and protection of natural resources as a means of sustaining this beautiful resource for our community; and

NOW, THEREFORE, WE, the Town of Hartford Parks and Recreation Department request that the Hartford Selectboard do hereby proclaim the rededication of the Hurricane Wildlife Refuge, in honor and memory of Windsor C. and Bertha C. Brown was celebrated on June 24, 2024 at 5:30pm and encourage all people to enjoy the wildlife refuge for years to come.

Dated this _____ day of _____, 2024 in the Town of Hartford, Vermont.

Michael Hoyt, Chair

Kim Souza, Vice Chair

Mary Erdei, Clerk

Susan M. Buckholz, Selectboard Member

Lannie Collins, Selectboard Member

Ida Griesemer, Selectboard Member

Brandon Smith, Selectboard Member

Attest:

*Lisa O'Neil, Town Clerk
Town of Hartford, Vermont*



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Meeting Items: 5.b.

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

Subject: FEMA and State Hazard Mitigation Buyout Program Grant Award for 361 South Street

Background: The heavy rains from the July 2023 Federally declared flood event for Vermont adversely affected the property at 361 South Street in Wilder. The impact is slope failure and erosion in the rear of the house resulting in imminent danger to the house and occupants. In December of 2023 the Selectboard approved submitting the property to the Federal Hazard Mitigation Grant Program (HMGP) for Buyout. On the advice of the Town Fire Marshal and the State Geologist, the property owners moved out of the house several months ago.

The HMGP Buyout is a competitive program that utilizes Federal Emergency Management Agency (FEMA) funds to purchase properties substantially damaged by flood or other natural disasters. Using the HMGP, a Town acquires the property, agrees to demolish all the existing structures, and not construct new structures with some exceptions such as minor recreational structures. In Vermont, the FEMA HMGP is administered by the Vermont Emergency Management Department (VEM). There also is a similar VEM state-run program for limited uses. Participation in these programs is voluntary.

According to the VEM, “mitigation is the ongoing effort to lessen the impact of natural disasters on people and property. The Federal Emergency Management Agency has designated mitigation as the cornerstone of emergency management.” VEM also believes that the best response to natural disaster is to prevent or diminish its impact before it occurs.

The federal grant covers 75% of eligible project costs, which include land, structures, demolition and removal, sealing wells and filling septic systems, disconnection of utilities, hazardous waste survey, and normal fees related to property transfers. The program requires a 25% local match which the state will be providing for eligible properties. Any other FEMA grants, insurance proceeds and outstanding debts on the property related to the July flood event are deducted from the amount the property owner receives. The State Buyout program covers 100% of eligible costs as well. Any expenditures not covered by FEMA or the State are the responsibility of the property owners. The Town previously acquired nine properties impacted by Tropical Storm Irene through the FEMA and Vermont Buyout Programs.

Discussion: The HMGP Buyout Application for 361 South Street has been approved. Attached is the Grant award document with the estimated cost for various steps to purchase the property, demolish all structures and restore/stabilize the site. We already have flagged to the state that the estimate for demolition and site restoration/stabilization is significantly below the Town’s estimate. Currently VEM is pursuing obtaining additional funds from FEMA and the State to cover this shortfall.

Since the Town would be the purchaser of the property it must be a co-applicant in the HMGP Buyout. Participation is voluntary for property owners and participating towns. Either party is free to withdraw from the process at any point before the property closing.

Financial Impact: Total estimated cost for the Buyout related expenditures is \$351,249, \$283,436.75 from the FEMA HMGP, and \$87,812.25 as the non-federal share which will be covered 100% by the state (see Attachment B, page 6). Any expenditures not covered by these grants are the responsibility of the property owners. Town purchase of the property does remove it as a taxable property.

Action: If the Selectboard is in favor of continuing to pursue the purchase of 361 South Street in Wilder, then authorize the Town Manager to execute the necessary documents and submit to the state, with the condition that final purchase is dependent on obtaining all the funds necessary to cover all project expenditures.

Attachment: Vermont Department of Public Safety HMGP Grant Agreement #02140-34720-010 for 361 South Street



STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)

VERMONT DEPARTMENT OF PUBLIC SAFETY

FEDERAL PROGRAM TITLE
Hazard Mitigation Grant Program

AGREEMENT WITH
Town of Hartford
Agreement #02140-34720-010

Award Amount: \$263,436.75

DPS Financial Office Use Only

- ☒ Unique Entity ID# Checked on SAM.gov Date: 7/19/24 Initials: ZP
- ☒ Suspension and Debarment Exclusions Checked on SAM.gov Date: 7/19/24 Initials: ZP
- ☒ DPS Restricted Parties List Checked Date: 12/27/23 Initials: ZP
- ☒ Risk Assessment Completed Date: 7/19/24 Initials: ZP
- ☒ Subrecipient vs. Contractor Determination Form Completed Date: 7/19/24 Initials: ZP
- ☒ Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 7/19/24 Initials: ZP
- ☒ BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: 7/19/24 Initials: ZP
- ☒ Certificate of Insurance Date: 7/19/24 Initials: ZP
- ☐ Executive Compensation Data Collected (if subaward \$30K or over) Date: _____ Initials: _____
- Entered In: ☐ VT Grant Tracking (VISION) Date: _____ Initials: _____
- ☐ FFATA (if \$30K or over) Date: _____ Initials: _____
- ☐ FFATA Executive Compensation Amount (if required) Date: _____ Initials: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 02140-34720-010				² Original ☒ Amendment # _____			
³ Grant Title: Hazard Mitigation Grant Program							
⁴ Amount Previously Awarded:		⁵ Amount Awarded This Action:		⁶ Total Award Amount:			
\$		\$ 263,436.75		\$ 263,436.75			
⁷ Award Start Date: 7/9/2024		⁸ Award End Date: 10/12/2028		⁹ Subrecipient Award: YES ☒ NO ☐			
¹⁰ Vendor #: 0000040704		¹¹ Grantee Name: Town of Hartford					
¹² Grantee Address: 171 Bridge Street							
¹³ City: White River Jct.				¹⁴ State: VT		¹⁵ Zip Code: 05001	
¹⁶ State Granting Agency: Department of Public Safety						¹⁷ Business Unit: 02140	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$87,812.25		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 UEI #: SZNMKN8CHS4				²² Indirect Rate: _____ % (Approved rate or de minimis 10%)		²³ FFATA: YES ☒ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format): 06						²⁵ R&D: ☐	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00				
Other State Funds	\$0.00	\$0.00	\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)						Required Federal Award Information	
31 AL#	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
97.039	Hazard Mitigation Grant Program	\$0.00	\$263,436.75	\$263,436.75	FEMA-DR-4720-VT	7/14/23	\$1,404,948.75
³⁹ Federal Awarding Agency: Department of Homeland Security: FEMA		⁴⁰ Federal Award Project Descr: DR-4720					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
Federal Awarding Agency:				Federal Award Project Descr:			
		\$0.00		\$0.00	\$0.00		\$0.00
Federal Awarding Agency:				Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$263,436.75	\$263,436.75			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME: Zoey Parker				NAME: John Haverstock			
TITLE: Financial Administrator				TITLE: Town Manager			
PHONE: (802) 585-5814				PHONE: (802) 295-9353			
EMAIL: zoey.parker@vermont.gov				EMAIL: jhaverstock@hartford-vt.org			

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **Town of Hartford** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000505

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1- Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (*DPS Form ADM-105*). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).*

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.

Attachments: This Agreement consists of 17 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- _____ Grant Agreement-Part 1 – Grant Award Detail
- _____ Grant Agreement-Part 2
- _____ Attachment A - Scope of Work to be Performed
- _____ Attachment B - Payment Provisions
- _____ Attachment C - Customary State Agreement Provisions
- _____ Attachment D - Other Provisions
- _____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature
Commissioner/Deputy Commissioner

Signature

Printed Name: _____

Date: _____

Title: _____

Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Objective: Hartford 361 South St. Landslide Acquisition Demolition.

Activity to be performed:

The Town of Hartford intends to use FEMA Hazard Mitigation Grant Program (HMGP) funding for an acquisition/demolition project for a vulnerable structure located at 361 South Street, White River Junction, VT (43.66583, 72.31075). The Town of Hartford, VT (hereinafter "the Town") will take possession of the acquired property and maintain it as open green space following demolition.

The Town of Hartford will demolish all structures on the property. Included in the demolition phase will be abatement of any asbestos, if found and the removal of any impervious structure(s). The property will be demolished, utilities disconnected, and the site will be graded and seeded. The well will be capped 1' below grade and the septic system will likely need to be removed as it is currently exposed due to the landslide OR the septic system will be crushed in place. This decision will be made in consultation with the ANR Rivers Team. Demolition equipment will be staged at the property driveway (see Staging Area map)(keep this to existing disturbed surfaces as much as possible, i.e. the driveway). The property would be purchased using a FEMA Voluntary Transaction Agreement (VTA) developed by VEM. Following demolition, the Town will maintain the property, ensuring that it is left as green, open space in perpetuity. Should the Town choose to minimally develop the property, it will consult the deed restriction language and submit any design/development plans to VEM for review/approval. No development is anticipated given the imminent landslide failure.

Performance Measures:

The project will be completed during the period of performance.

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Administrative and legal expenses	\$ 3,500.00
Land, structures, rights-of-way, appraisals, etc.	\$ 287,749.00
Demolition and removal	\$ 60,000.00
Equipment *	\$ 0.00
Other Costs	\$ 0.00
Indirect Cost **	\$ 0.00
 Total Project Cost	 \$ 351,249.00
 Total Federal Share	 \$ 263,436.75
Total Non-Federal Share (Match)	\$ 87,812.25

Vermont Emergency Management is covering the required match share.

Please see Local Match Commitment Letter.

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds. Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).

* Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

** Current Rate Approval Letter (under 2 CFR 200.332(a)(4)) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval from the DPS Finance Office. Approval will be given provided:

1. It is within the Total Award Amount in effect at the time of the adjustment.
2. It does not change the Scope of Work in Attachment A.

Modifications outside of what is outlined above will require an official amendment.

PROGRAMMATIC REPORTING REQUIREMENTS:

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS as soon as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.
- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Zoey Parker

Via mail: Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300

Via fax: 802-241-5553

Via email: zoey.parker@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

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](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;
 - vi. training to implement the information security measures; and
 - vii. 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 D
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT;
FOLLOWING SUBRECIPIENT PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification

with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:³

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Subrecipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - e. Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control and evaluation of direct and indirect costs;

³ 2 CFR § 182

⁴ 2 CFR § 200.318(c)(1)

- d. Provides cost and property control to ensure optimal use of the grant funds;
 - e. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

- 1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
- 2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

ATTACHMENT E
FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

The following documents are incorporated into this agreement by reference:

- Programmatic Terms and Conditions

A copy of this document has been provided to the Subrecipient.

2023 U.S. Department of Homeland Security Standard Terms and Conditions, which are hereby incorporated by reference.

Federal Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1.) Procure or obtain;
 - 2.) Extend or renew a contract to procure or obtain; or
 - 3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5 - Single Audit Policy for Agreements
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2



Department Of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300

Advance Notice to Proceed Form (NTP)

State and Federally Funded Grant – Permission to Incur Pre-Award Costs

Project Title: Hazard Mitigation Grant Program DR-4720

Recipient Name: Town of Hartford

Briefly describe grant scope: Hartford 361 South St. Landslide Acquisition Demolition.

Effective date* of this NTP: July 9, 2024

Provide information as specific as possible to identify the limited activities covered by the NTP: Activities at this time should be as outlined in your FEMA-approved Hazard Mitigation Grant Program DR-4720 grant application.

Recipient accepts and agrees to comply with the conditions in Addendum A of this document and all applicable regulations.

For DPS:

For Recipient:

Jennifer Morrison, Commissioner or

Date

Signature

Date

Daniel Batsie, Deputy Commissioner

Name and Title

* See State of Vermont Agency of Administration Bulletin 5 for the definition of effective date/execution date.

Cc: Program Workcenter

Addendum A - Conditions

Purpose

This form, once signed by all required parties, serves as permission to incur pre-award costs as defined per **2 CFR 200.458** *“Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.”*

Permission to incur costs in advance of the effective date of an official award of funds is granted under the following conditions:

1. DPS may reimburse recipients for pre-award costs incurred from the beginning of the funding period established in the grant agreement if such costs would have been allowable if incurred after the award. Such costs must be specifically identified in the grant application DPS approves.
2. The applicant incurs pre-award costs at its' own risk. (i.e., the awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).
3. Applicant remains fully accountable for meeting the obligations and performance goals of the approved project within budget and within the agreed upon timeframes when/if grant is fully executed, regardless of any pre-award spending.
4. The applicant must maintain compliance with all Federal and State regulations when incurring pre-award expenditures as approved by this document.
5. DPS is under no obligation to reimburse such costs unless they are included in an approved grant application.
6. Allowable pre-award costs incurred as a result of this agreement will not be reimbursed until after the award is fully executed.

Specific Federal and State regulations that govern this pre-award:



Vermont Department of Public Safety
FFATA Reporting of Subrecipient Executive Compensation
Federal Uniform Guidance 2 CFR Part 170 Appendix A

To be completed for awards of \$30,000 or more

Subrecipient	<u>Town of Hartford</u>	Subrecipient Contact Name	<u></u>
Supplier # (Vendor)	<u>0000040704</u>	Contact Title	<u></u>
DPS Award #	<u>02140-34720-010</u>	Contact Signature	<u></u>
Phone Number	<u></u>	Date	<u></u>

Appendix A to Part 170—Award Term I. Reporting Subawards and Executive Compensation

c. Reporting of Total Compensation of Subrecipient Executives

1. Applicability and What to Report

	Yes	No
i. In the preceding fiscal year, you (subrecipient) received: (A) 80 percent or more of your annual gross revenues from Federal procurement contracts/subcontracts & federal financial assistance or subawards subject to the Transparency Act (2 CFR 170.320). And (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts /subcontracts & federal financial assistance subject to the Transparency Act (and subawards). And	<u></u>	<u></u>
ii. The public does not have access to information about the compensation of executives. To determine if the public has access to the compensation information: <u>U.S. Security and Exchange Commission total compensation filings</u>	<u></u>	<u></u>

2. Where and When to Report

- i. To the Vermont Department of Public Safety (Recipient)
- ii. By the end of the month following the month during which you were granted the subaward.
For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information by November 30 of that year.

If all responses above are yes:

Report total compensation for each of the five most highly compensated executives for the subrecipient's preceding completed fiscal year.

Name <u></u>	Title <u></u>	Compensation <u></u>
Name <u></u>	Title <u></u>	Compensation <u></u>
Name <u></u>	Title <u></u>	Compensation <u></u>
Name <u></u>	Title <u></u>	Compensation <u></u>
Name <u></u>	Title <u></u>	Compensation <u></u>

**FEMA**

Acknowledgment of Programmatic Requirements

Major Disaster: FEMA-4720-DR-VT

Hazard Mitigation Grant Program Project Number: 4720-10R

Project Name: 4720 Hartford 361 South St. Landslide Acquisition Demolition

Recipient: Vermont Emergency Management

Subrecipient: Vermont Emergency Management on behalf of Town of Hartford

Project Location: 361 South Street, White River Junction, VT 05001

Project Coordinates: Latitude: 43.66583, Longitude: 72.31075

Project Description / Scope of Work:

Vermont Emergency Management (VEM) intends to use FEMA Hazard Mitigation Grant Program (HMGP) funding for an acquisition/demolition project for a vulnerable structure located at 361 South Street, White River Junction, VT (43.66583, 72.31075). The Town of Hartford, VT (hereinafter "the Town") will take possession of the acquired property and maintain it as open green space following demolition.

VEM will demolish all structures on the property. Included in the demolition phase will be abatement of any asbestos, if found and the removal of any impervious structure(s). The property will be demolished, utilities disconnected, and the site will be graded and seeded. The well will be capped 1' below grade and the septic system will likely need to be removed as it is currently exposed due to the landslide OR the septic system will be crushed in place. This decision will be made in consultation with the ANR Rivers Team. Demolition equipment will be staged at the property driveway (see Staging Area map)(keep this to existing disturbed surfaces as much as possible, i.e. the driveway). The property would be purchased using a FEMA Voluntary Transaction Agreement (VTA) developed by VEM. Following demolition, the Town will maintain the property, ensuring that it is left as green, open space in perpetuity. Should the Town choose to minimally develop the property, it will consult the deed restriction language and submit any design/development plans to VEM for review/approval. No development is anticipated given the imminent landslide failure.

Federal Funding: The Federal Award is \$263,436.75, which is 75% of the total approved project cost of \$351,249.00.

Non-Federal Funding: As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of \$87,812.25 which is 25% of the total approved project cost.

Approved Non-Federal Match:

Source: State of Vermont General Fund

Type: Cash

Description: State of Vermont General Fund Allocation Cash Match.

The Recipient is responsible for the Non-Federal share and any actual costs that exceed the total approved project cost. The Recipient will follow all Non-Federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with 2 C.F.R. § 200.306. The Non-Federal match must be available at the time FEMA approves the Federal Award. The Recipient will ensure the Non-Federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the Non-Federal entity's records;

- Are not included as contributions for any other Federal Award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under Subpart E - Cost Principles;
- Are not paid by the Federal Government under another Federal Award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- Are provided for in the approved budget when required by the Federal Awarding agency.

Overview. The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program (“HMGP”) with which both the Recipient and Subrecipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the federal award and disallowance of some or all costs.

I. General Terms and Conditions

The Recipient and Subrecipient must comply with the terms and conditions set forth in the FEMA-State Agreement and the 2024 Department of Homeland Security Standard Terms and Conditions.

II. Environmental and Historic Preservation Terms and Conditions

- A. The Recipient and Subrecipient must comply with terms and conditions set forth in the Record of Environmental Consideration (“REC”) for the project, see attached.

III. Administrative Requirements

- A. The Recipient will notify the Subrecipient in writing of all the Subaward information as required per 2CFR 200.332.
- B. The Recipient and Subrecipient must comply with the requirements of 2 C.F.R. pt. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes, among other things, the requirement to comply with the procurement standards at 2 C.F.R. § 200.317-327.

IV. PRE-CONSTRUCTION INITIAL SITE VISIT

- A. The Recipient must coordinate with the Subrecipient and request a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing.

V. Programmatic Requirements

For property acquisition and structure demolition or relocation projects for the purpose of creating open space, Applicants and sub-applicants must comply with Title 44 CFR Part 80 and this guidance. A project may not be framed in a manner that has the effect of circumventing these requirements.

Federal law requires properties acquired with FEMA funds in structure demolition or relocation projects to be maintained as open space in perpetuity and Recipients and subrecipients to be responsible for oversight in ensuring and enforcing proper land use and for coordinating with FEMA on any future land use or property disposition issues.

For Acquisition and Demolition Subawards, the Non-Federal entity must comply with:

- The Recipient and Subrecipient must comply with 44 CFR Part 80 – Property Acquisition and Relocation for Open Space.
- The Recipient and Subrecipient must comply with 44 CFR pt. 206, subpart N - Hazard Mitigation Grant Program.
- The Recipient and Subrecipient must comply with the Implementation section in the 2015 Hazard Mitigation Assistance Guidance.
- The Recipient and Subrecipient must comply with the Implementation section in the Hazard Mitigation Assistance Guidance Addendum.
- FEMA HMA Monitoring Field Guide
- HMA project specific Closeout Checklists

A. The Federal assistance for this Subaward is specifically conditioned upon the property owners completing all of the actions that are required to implement the property acquisition and structure demolition.

B. The Recipient and Subrecipient must comply with the requirements for the project summarized here:

1. **Clear Title.** The subrecipient shall conduct a title search for 4720 Hartford 361 South St. Landslide Acquisition Demolition. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, to identify other persons with a property interest if the owner is not the sole and actual titleholder, and to ensure that the title is clear (i.e., there are no mortgages or liens outstanding on the sale of the property). In addition, the property must not have easements or other encumbrances that are incompatible with open space and that would make the property either ineligible for acquisition or Noncompliant with FEMA's open space land use restrictions (see Addendum Part A.4.1).
 - i. All known encumbrances that are incompatible with open space use must be revised or extinguished to ensure that the property use is consistent with the open space requirements in 44 CFR Part 80 and this guidance. Encumbrances include any encumbrance providing an interest in subsurface resource rights whether or not the interest involves an implicit right for surface access to the subsurface resource. The Applicant will obtain a title insurance policy reflecting that all incompatible easements or

other encumbrances to the title have been extinguished to demonstrate a clear fee title in conformance with 44 CFR Section 80.17(b).

- ii. If evidence obtained during the review indicates long-dormant subsurface rights (usually in excess of 50 years or beyond the reach of a standard title search) and the identity of the subsurface owner is unknown or otherwise not reasonably ascertainable, FEMA may approve the eligibility of the acquisition on a case-by-case basis. If a right to access a subsurface resource is discovered and asserted after the acquisition, the Recipient and subrecipient are required to take all appropriate action to enforce the open space restrictions required by 44 CFR Section 80.19.
- iii. Other title-related requirements are as follows:
 - A title insurance policy demonstrating that a clear title conveys must be obtained for each approved property that will be acquired
 - A physical site inspection for each property must be conducted to verify that there are no physical encumbrances to the property (a site survey may be necessary to clearly establish property boundaries)
 - The property title must be transferred by a warranty deed in all jurisdictions that recognize warranty deeds
 - All incompatible easements or encumbrances must be extinguished
 - The subrecipient must take possession at settlement
 - The subrecipient must record the deed at the same time as and along with the programmatic deed restrictions
 - The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after the settlement
 - All property transfers must be consistent with 44 CFR Part 80 and this guidance
2. **Statement of Voluntary Participation.** The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-Award. For more information on voluntary interest documentation, see Addendum Part A.6.5.1. For more information on the purchase offer, see Addendum Part A.6.9. Participation is not voluntary for tenants of properties to be acquired; for information about considerations for tenants, see Addendum Part A.6.10.
3. **Final Mitigation Offer.** The final Mitigation Offer to a property owner is based on the value assigned to a property ("purchase offer") and applicable additions and deductions. Deductions to the purchase offer may include Duplication of Benefits (DOB) deductions, and additions may include any supplemental housing or insurance incentive payments. The subrecipient must ensure that all property owners are treated fairly and are offered an equitable package of benefits. The subrecipient (using a Statement of Voluntary Participation) shall inform each property owner in writing of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

If several entities or programs are acquiring property in the same area, property owners may find it confusing if different offers are made to area owners at different times. To avoid any

negotiation difficulties or confusion, the subrecipient should coordinate the release of property valuation information and purchase offers to property owners for the various programs. The subrecipient may wish to set a time limit with the property owner for the validity of a purchase offer. The subrecipient must provide an appeal or reconsideration process for property owners who dispute the amount of the purchase offer property valuation.

4. **Removal of Existing Buildings.** Existing buildings that are part of an open space acquisition and demolition or relocation project must be removed and disposed of in accordance with applicable laws within 90 days of closing and settlement of the property acquisition transaction. The Recipient and subrecipient are responsible for the removal and disposal.

The FEMA Regional Administrator may grant an exception in accordance with 44 CFR Section 80.17(d) only for a particular property based upon written justification if extenuating circumstances exist and shall specify a final date for removal.

Existing buildings that are part of an open space acquisition and demolition project must be demolished (resulting in the permanent destruction of each structure) and disposed of in accordance with applicable laws.

5. **Open Space Land Use Requirement.** Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions, as agreed to by accepting FEMA mitigation Award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. Modifications to the language in the FEMA Model Deed Restriction can be made only with prior approval from the FEMA Office of Chief Counsel through the appropriate FEMA Regional Office.

Allowable land uses for open space generally include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow for evacuation), unpaved surfaces, and other uses that FEMA determines are compatible with the Award and deed restrictions. See Addendum Part A.6.1 for a more detailed list of allowed uses. FEMA makes a determination of the open space compatibility of access to a subsurface resource on a case-by-case basis. Land uses that are not allowable include:

- a. Hydraulic fracturing/HDD
- b. Walled buildings
- c. Flood control structures, such as levees, dikes, or floodwalls
- d. Paved surfaces
- e. Bridges
- f. Cemeteries
- g. Actions that pose health, safety, or environmental risk in the floodplain
- h. Above- or below-ground pumping stations or storage tanks
- i. Placement of fill materials
- j. Other uses that obstruct the natural and beneficial use of the floodplain

See Addendum Part A.6.2 for a more detailed list of land uses that are generally not allowed.

6. **Future Federal Benefits.** After settlement of the property acquisition transaction, no disaster assistance for any purpose from any Federal entity may be sought or provided with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of settlement in accordance with the requirements in 44 CFR Part 80.

In addition, crops for which insurance is not available will not be eligible for any disaster assistance and are grown at the farmer's risk. Payment through the Non-Insured Crop Disaster Assistance Program (7 U.S.C. 7333) for damage to crops for which insurance is not available is considered "disaster assistance" and, as such, is not available to owners of open space-restricted land. However, benefits obtained through crop insurance programs offered under the Federal Crop Insurance Act, as amended (7 U.S.C. 1501 et seq.), are not considered disaster assistance and are available to owners of open space-restricted land.

7. **Open Space Monitoring, Reporting, and Inspection.** The Recipient will work with subrecipients to ensure that the property is maintained in accordance with land use restrictions. The Recipient and subrecipients should jointly monitor and inspect acquired properties every 3 years to ensure that the inspected parcels continue to be used for allowable open space purposes.

Every 3 years, the subrecipient, the Recipient, and FEMA must coordinate to ensure that the subrecipient submits documentation to the appropriate FEMA Regional Administrator certifying that the subrecipient has inspected the subject property within the month preceding the report and that the property continues to be maintained consistent with the provisions of the Award/Subaward. If the property subsequently transfers to an allowable transferee, the subrecipient, the Recipient, and FEMA will coordinate with that entity to submit the information.

The Recipient, the subrecipient, and FEMA have the right to enter the parcel, with notice, to inspect the property to ensure compliance with land use restrictions. Subrecipients may identify the open space nature of the property on local tax maps to assist with monitoring.

8. **Enforcement.** If the required monitoring (or other information) results in the determination that the subject property is not being maintained according to the terms of the Award, the subrecipient, Recipient, and FEMA are responsible for taking measures to bring the property back into compliance.

In the event a property is not maintained according to the identified terms, the Recipient shall notify the subrecipient (which includes successors in interest) that they have 60 days to correct the violation. If the subrecipient fails to demonstrate a good faith effort within the terms of the grant agreement within 60 days, the Recipient shall enforce the terms of the grant agreement by taking any measures it deems appropriate, including bringing an action of law or equity in a court of competent jurisdiction. If the Recipient fails to bring the property into compliance, FEMA may enforce the terms of the grant agreement by taking any measures it deems appropriate, including:

- Withholding FEMA mitigation Awards or assistance from the Recipient, subrecipient, and current holder of the property interest (if different) pending corrective action
- Requiring the transfer of title

- Bringing an action of law or equity
in a court of competent jurisdiction against the Recipient, subrecipient, and/or their
respective successors

FEMA also reserves the right to transfer the property title and/or easement to a qualified third party for future maintenance. For additional information, see 44 CFR Section 80.19(e)(ii).

- C. **Post-Award Federal Requirements.** FEMA must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements.

The Non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the Non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

1. **Approved Estimated Time for Completion.** The approved estimated time for the completion of this project is of Twenty (20) months from date of award.
2. **Subaward Period of Performance.** The Recipient is responsible for setting the subaward Period of Performance Start and End Date to reflect the estimated time of completion proposed in the application, not to exceed the Prime Award period of performance established by FEMA. Any costs incurred outside the period of performance are not allowable. The Subaward period of performance is the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Federal award. The Subaward period of performance end date establishes the point at which the Recipient and all subrecipients may no longer incur any costs under the Federal award, may no longer receive new equipment or services, must complete all work, must start final reconciliation of costs and must start preparation of final reports to be submitted as required to close the Federal award. The closeout period is not part of the sub-award period of performance, costs incurred during the closeout period are not allowed and will not be reimbursed.

A Non-Federal entity, as explained in §75.309, may charge to a Federal Award only allowable costs incurred during the period of performance (except as described in 2 CFR § 200.458) and any costs incurred before FEMA made the Federal Award or the pass-through entity makes a Subaward that were authorized by FEMA or the pass-through entity.

- **Eligible Costs.** Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award. The following line-item breakdown of costs with justification associated with property acquisition and structure demolition are generally allowable:
 - Market value of the real property (land and structures) either at the time of sale or immediately prior to the most recent disaster or flood event, subject to applicable adjustments, provided State/local laws do not prohibit future improvements and/or require structure demolition.
 - For land already owned by an eligible entity, compensation is for the structure and for development rights only, not for the land. This includes any entity eligible to apply for

award or subaward funding under the relevant funding program, even if the entity is not the Applicant or subapplicant for the project.

- Fees for necessary appraisals, title searches, title insurance, property inspections, and surveys.
 - Property tax liens or tax obligations can be extinguished with proceeds from property sale while performing the transfer of title.
 - Fees associated with the title transfer, contract review, and other costs associated with conducting the real estate settlement, including recordation of the deed and deed restrictions
 - Demolition, site restoration, and site stabilization of the acquired site.
 - Removal of demolition debris and household hazardous wastes to an approved landfill (including debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs)
 - Abatement of asbestos and/or lead-based paint
 - Removal of septic tanks; if not removed, floors and walls must be cracked or crumbled so the tank will not hold water, and the tank must be filled with sand or other clean fill
 - Permitted disposal of fuel tanks that support residential use only
 - Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site
 - Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage)
 - Removal of only the trees, if any, that restrict the demolition work on any structure
 - Termination of all abandoned utilities at least 2 feet below the finish grade of the site
 - Capping of all wells and/or removal of associated components
 - Grading, leveling, and site stabilization of all demolition sites
- **Non-allowable Property-Related Costs.** Non-allowable Property-Related Costs Property-related costs that are not allowable under HMA programs include, but are not limited to, the following:
 - Compensation for land that is already held by an eligible entity, even if the eligible entity is not the subapplicant for the project; however, compensation for development rights (e.g., obtaining an open space easement) may be an allowable cost (see Addendum A Table 1)
 - Property acquisition and structural demolition projects where State and/or local laws or ordinances create a legal condition that requires structure demolition and/or prohibits future development of the property (e.g., a coastal setback requirement)
 - Remediation, remediation plans, and environmental cleanup and certification of contaminated properties; however, permitted disposal of incidental demolition, household hazardous wastes, and fuel tanks that support a residential use only may be an allowable cost
 - Aesthetic improvements and landscaping, new site property acquisition, and public infrastructure and utility development

D. **Program Income.** FEMA encourages Non-Federal entities to generate program income to help defray program costs. Program income is gross income received by the Non-Federal entity directly generated by an award-supported activity or earned only as a result of the award during the award POP. Program

income may be derived from use or rental of real or personal property acquired with award funds, and sale of commodities or items fabricated under the award. Subrecipients must deduct this income from total project costs as specified in 2 CFR Sections 200.80 and 200.307.

1. Audit Procedures

- i. Confirm tracking of program income through reporting procedures and monitoring of reimbursement requests.
- ii. Verification that any program income has been deducted from total project costs as specified in 2 CFR Section 200.307

E. Procurement and Suspension and Debarment. Grantees should follow the Uniform Guidance procurement requirements found in Title 2 Part 2 of the Code of Federal Regulations, §200.318 through § 200.327 (2 CFR Part 200 Uniform Guidance) unless the State procurement requirements are more restrictive. The HMGP Program follows 2 CFR Section 200.338 standard regarding Procurement, Suspension and Debarment.

1. A non-Federal entity must use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals. FEMA may reimburse costs incurred under a contract procured through a non-competitive proposal, also referred to as sole source contract, only when one or more of the following circumstances apply:
 - The aggregate dollar amount of the acquisition of property or services does not exceed the micro-purchase threshold.
 - The item is only available from a single source.
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstances exist). Applicants or subapplicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist.
 - FEMA or the pass-through entity expressly authorizes a non-competitive proposal in response to a written request from the subapplicant.
 - After solicitation of several sources, competition is determined inadequate.

2. Audit Procedures

- i. The Recipient must provide the Subrecipient with information on CFR 2 Procurement, Suspension, and Debarment standards. All other non-Federal entities, including subrecipients of a state, must have and follow written procurement procedures that reflect the procurement standards in part 200. This section does not require the non-Federal entity to maintain a contract administration system; it's a matter of an entity's judgment as to how the non-Federal entity is going to maintain oversight of contracts and contractors (See 2 CFR 200.318).
- ii. The Recipient must monitor the Subrecipient contracting throughout the entire Grants Management life cycle 2 CFR 200.329.

- F. **Intended Purpose.** Federal award dollars must be used for their intended purpose. Recipients of a Federal award have been awarded funds to carry out the goals and objectives identified in the award. These funds are subject to certain regulations, oversight, and audit. Recipients are stewards of Federal funds, must account for costs and justify expenditures. When a Non-Federal entity receives Federal award dollars they are entrusted with the appropriate expenditure. The following actions are violations to Federal awards and are subject to criminal prosecution, fines, restitution, and civil penalties:
- Charging personal expenses as business expenses against the award.
 - Charging for costs which have not been incurred or are not attributable to the award.
 - Charging for inflated labor costs or hours, or categories of labor which have not been incurred (for example, fictitious employees, contractors, or consultants).
 - Falsifying information in grant applications or contract proposals.
 - Billing more than one Federal award or contract for the same work.
 - Falsifying test results or other data.
 - Substituting approved materials with unauthorized products.
 - Misrepresenting a project's status to continue receiving government funds.
 - Charging higher rates than those stated or negotiated for in the bid or contract
 - Influencing government employees to award a grant or contract to a particular company, family member, or friend.
- G. **Subrecipient Monitoring.** The Non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. Upon award and following execution of a Grant Agreement, the Recipient must monitor the Subrecipient to ensure the approved scope of work is implemented in accordance with the approved estimated time of completion of the approved activities and assure compliance with applicable Federal requirements and performance expectations are being achieved.
1. **Audit Procedures**
- i. The Recipient must monitor the Subrecipient throughout the entire Grants Management life cycle, through site visits, desk monitoring via customer service interactions (Contact Log), monthly Progress Reports, and final site visits.
 - ii. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. See Requirements for Pass-through entities 2 CFR § 200.332
 - iii. On a quarterly basis, the Recipient must document and show evidence that each individual subaward is being monitored. Reports are distributed by Recipient to FEMA Portfolio and Grants Financial managing unit to collect written confirmation of the review of each subaward
2. **Monitoring Steps**
- Meet with subrecipient regularly to review subrecipient progress
 - Ensure invoices/financial reports are timely, compliant with the terms of the subaward agreement, accurate, and contain the appropriate certification
 - Obtain Recipient written confirmation/signature approving all payments (Note: Designee refers to the individual whom the Recipient has delegated for subrecipient invoice)

approval responsibility and who has first-hand knowledge of the Recipient's award(s) and programmatic progress of the subrecipient.)

- For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment
- As issues arise report them to FEMA through the Recipient
- Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions
- Document and retain communications regarding project performance
- Report any significant issues to FEMA through the Recipient immediately. The Recipient and or FEMA may recommend further action, such as:
 - Withholding payments
 - Corrective Action Plan
 - Performing an audit or site visit
 - Terminating the subaward

H. **Quarterly Performance Reporting.** Progress reports. The Non-Federal entity shall submit a Quarterly Progress Report to FEMA indicating the status and completion date for each measure funded. At a minimum, the Recipient will ensure the Non-Federal performance reports meet the requirements of Form FEMA Form FF-206-F FEMA Form FF-206-F HMGP Quarterly Progress Reports - OMB 1660-0076. Any problems or circumstances affecting completion dates, scope of work, or project costs which are expected to result in noncompliance with the approved grant conditions shall be described in the report.

I. **Quarterly Financial Reporting.** the Non-Federal entity Federal must relate financial data and accomplishments to performance goals and objectives of the Federal award. Cost information must be provided to demonstrate cost effective practices (e.g., through unit cost data). Recipient will work with FEMA Portfolio Owner and Grants Financial managing unit.

J. **Amendments.** The most common kinds of amendments are changes to the budget, change of scope requests, and extension requests.

1. **Budget Amendments.** Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently \$250,000), the Recipient may not transfer funds for non-construction projects among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget for the entire HMGP grant award that FEMA last approved.

- i. The Recipient must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval. In addition, the Recipient will inform FEMA, as early as possible, when it estimates that it will not utilize the entire amount of the Federal award and have excess funds at the end of the period of performance.

- ii. The approval of any changes to the budget are entirely committed to FEMA's discretion.
2. **Scope of Work Amendment.** Any deviation from the approved scope of work is considered a modification and will require FEMA's review and approval. The Recipient may request a change in the scope of work after FEMA approves the Federal award so long as the new scope does not change the nature or total project cost of the activity, properties identified in any sub-application, the feasibility and effectiveness of the project, or the benefit cost ratio. Any requests for a change in the scope of work must be supported by adequate justification, to include a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, a full description of the work necessary to complete activity, and an updated estimated time for completion.
 - i. The approval of any changes to the scope of work are entirely committed to FEMA's discretion.
 - ii. The Recipient must obtain FEMA's approval before the Recipient or Subrecipient commences work on any change in the scope of work for the project.
3. **Extension Amendment.** If you determine that the work may not be completed and/or deliverables will not be finished within the Subaward period of performance and will exceed the prime award period of performance, a time extension is necessary.
 - i. **Estimated Time of Completion.** The approved estimated time for the completion of this project is of **Twenty (20)** months from date of award.
 - ii. The Subrecipient through the Recipient must submit any request to extend the period of performance at least **90** days before the expiration of the prime award period of performance. Hazard Mitigation Assistance Guidance, Part VI, § D.4.1. The request must be in writing and must contain:
 - a. Written justification, which includes a written explanation of the reasons for the delay
 - b. Amended schedule in the same format as provided with the approved application and an updated estimated time for completion. At a minimum, the amended schedule should include:
 - i. Approved Activities Description
 - ii. Time Frame in Months
 - iii. Revised Time Frame in Months
 - iv. Actual Completion Date
 - v. Revised Date Completion Date
 - c. An outline of remaining funds available to support the extended period of performance,
 - d. a description of performance measures necessary to complete the activity,
 - iii. FEMA will not process an extension request without justification and the decision to approve any extension request is committed entirely to FEMA's discretion. In order for FEMA to consider a request, the Recipient's performance and financial reports must be current.

- iv. FEMA will not approve extensions to the period of performance for delays caused by the lack of non-Federal match funding.

K. **Cost Share.** Cost share is the Non-Federal share of the overall project costs a Recipient grantee is required to contribute. There are two kinds of match requirements, which are cash and in-kind. A cash match requires a cash contribution from the Recipient to the overall project costs. An in-kind match includes the value of non-cash contributions—such as volunteer time and donations—as the Recipient’s required contribution.

The Recipient will contribute a Non-Federal cost share of 10% of the total approved project cost. It is understood and agreed that the Subrecipient must provide the minimum amount of cost sharing as stipulated in the Recipient’s budget approved by FEMA’s Grants Management Specialist.

The Non-Federal entity must maintain written records to support all allowable, reasonable, and necessary costs which are claimed as being its contribution to cost participation, as well as costs to be paid by FEMA. Such records are subject to audit. The basis for determining the value of cash and non-cash contributions must be in accordance with 2 CFR 200.306 Cost Sharing or Matching. Verification of Non-Federal match will be required. If the source of matching funds is changed, prior written FEMA approval is required.

There are two kinds of matches, cash and in-kind. FEMA will request the following supporting documentation for the approved type of match identified in the application to verify the Non-Federal match was met:

- i. **Cash Match.** Cash match can consist of state or local funds, or private or corporate donations. It cannot include funds received from any Federal Government through other grant awards. The match is counted when expended, not when received. During the course of the sub-grant, Subrecipients must document the expenditures paid for with cash match to demonstrate that the funds were spent on eligible activities. The Recipient is responsible for monitoring the Subrecipient match.
- ii. **In-kind Match.** In-kind match must be necessary and reasonable to accomplish the approved SOW objectives. Show how the value of each contribution was determined by documenting the following:
 - For donated goods,
 - ✓ provide a description and number of items
 - ✓ date provided, and
 - ✓ the total fair market value of the items;
 - ✓ For facilities,
 - ✓ the published rental rate and hours or dates the facility was used.
 - For volunteer services (one person per form),
 - ✓ list the number of hours worked,
 - ✓ date(s) of service,
 - ✓ type of service, and
 - ✓ rate of pay.
 - For Subrecipient provided services (one person per form),
Costs not directly covered in Subaward budget with federal dollars.
 - ✓ list the number of hours worked,

- ✓ date(s) of service,
- ✓ type of service, and
- ✓ rate of pay.

All in-kind items reported must:

- Be provided by a third-party, either an individual or an organization, not the grant recipient.
- Be for allowable costs and activities that were included in your approved project budget.
- Be supported by documentation that corroborates the fair market value of the goods or services provided.
- While you may use allowable third-party in-kind contributions to meet the matching requirement for your award, you cannot be reimbursed by the HMGP for in-kind donations.

Additional guidance regarding in-kind contributions is located in 2 CFR 200 Uniform Guidance. See especially, 2 CFR §200.306 Cost sharing or matching (b), (d) – (j).

L. Audit Procedures

- i. The Recipient will verify that the required matching contributions were met.
- ii. The Recipient will ascertain the sources of matching contributions and perform tests to verify they were from an allowable source
- iii. The Recipient will reconcile records to verify that the values placed on in-kind contributions (including third-party contributions) are in accordance with 2 CFR 200.306, program regulations, and the terms of the award.

M. Subaward Closeout Requirements. The Non-Federal entity must liquidate all financial obligations and submit a complete closeout request, to include all final closeout reports no later than 90 calendar days after the end date of the POP as stated in 2 C.F.R. § 200.343 (2020), or 90 calendar days from work completion, whichever occurs first. Costs incurred during this regulatory period are not allowed and will not be reimbursed.

FEMA will review all closeout documentation for completeness and compliance. If an incomplete closeout request is submitted, FEMA will send the Recipient a request for additional supporting documentation.

If the Recipient fails to comply with the closeout reporting and liquidation requirements within the timelines established, FEMA may, after notifying the Recipient, take unilateral action to administratively close the Federal award and/or take other remedies for noncompliance with 2 C.F.R. § 200.339. This may result in the Recipient returning or foregoing assistance payments, enhanced monitoring in other grant awards, imposition of other specific conditions, or some combination pursuant to 2 C.F.R. § 200.339.

The Non-Federal entity will comply and will provide the closeout requirements summarized here:

1. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with 44 C.F.R. § 206.438 and Hazard Mitigation Assistance Guidance (2015).
2. A completed HMA Closeout Checklist

FEMA Grants Management Specialist: Delilah Solorzano

Subrecipient: Vermont Emergency Management on behalf of
Town of Hartford

3. As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying:
 - i. The project was completed as outlined in the approved scope of work (SOW)
 - ii. The reported costs were incurred in the performance of eligible work
 - iii. The approved work was completed, and the mitigation measure is compliant with the provisions of the FEMA-State Agreement (for HMGP)
 - iv. A statement identifying what action was taken to address each environmental condition or explain why an action was not required.
 - a. Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions (if applicable).
 - v. A Duplication of Benefit review was completed. The Recipient will complete a Duplication of Benefits review to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
 - vi. A Duplication of Programs search was performed to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
 - vii. A program income review was completed. The Non-Federal entity will complete a program income review to ensure that the subrecipient deducts this income from total project costs as specified in 2 CFR Sections 200.80 and 2 CFR 200.307.
4. The Non-Federal entity will submit a final financial report. The Non-Federal entity must ensure that all financial reports have been submitted.
 - i. The Non-Federal entity must perform a financial reconciliation to determine whether a de-obligation is needed. If a de-obligation is needed, the Non-Federal entity must identify the line item from the final itemized budget summary.
 - ii. Ensure submitted expenses are eligible and all costs were incurred during the Period of Performance.
5. The Non-Federal entity will submit a final itemized budget summary that includes the Federal share disbursed, Non-Federal match, identify a line item of any Federal funds to be de-obligated, and final total project cost incurred. The Final budget and total project cost must be submitted in the same format as submitted in the approved application.
 - i. Ensure the Non-Federal match is correct and properly documented.
6. The Non-Federal entity will submit a final Quarterly Progress Report. The Non-Federal entity must ensure that all Quarterly Progress Reports have been submitted.
7. The Non-Federal entity must be prepared for possible audits of the closed project.
8. Verify that all required Subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21.
9. Verify that all properties identified in the sub-application have been acquired.
10. Verify that the Model Deed Restriction language was recorded with each corresponding deed.
11. The subrecipient shall provide to FEMA, through the Recipient, the following property information:
 - i. A photograph of the property site after project implementation.
 - ii. Certification the structure(s) was removed by demolition within 90 days of settlement of the property transaction.
 - iii. A copy of the recorded deed and attached deed restrictions for each property.
 - iv. Latitude and longitude coordinates of the property.
 - v. A signed Statement of Voluntary Participation from the owner of each property identified in the Subaward SOW (see Addendum Part A.6.5.1).

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Subrecipient: Vermont Emergency Management on behalf of
Town of Hartford

- vi. For each property identified in the FEMA Repetitive Loss database, a completed FEMA Form AW-501 documenting the completion of mitigation on the repetitive loss property is required. For more information about project closeout, see Part VI, F of the HMA Guidance.

Closeout Extension. The Subrecipient through the Recipient must submit a request to extend the regulatory closeout period at least **90** days before the closeout period end date. The request must be in writing, adequately justified, and at a minimum must contain the following:

- Time Frame in Months
- Reason for the delay
- A description of performance measures necessary to complete the closeout activities.
- Closeout Activities Description
 - Project specific closeout checklist, final progress report, final site visit report, financial; reconciliation, non-federal match supporting documentation, final budget)
- Subaward (Project Number)
- Federal Share Amount
- Non-Federal Share Amount
- Federal Share Balance
- Amount to be de-obligated
- Reimbursement Status
- Proposed Date of Closeout Package

VI. Acknowledgements

DocuSigned by:

Stephanie A. Smith

F46BDD1D8D3446B...

Signature Recipient

DocuSigned by:

Stephanie A. Smith

F46BDD1D8D3446B...

Signature Subrecipient

Stephanie A. Smith State Hazard Mitigation Officer

Print Name and Title

7/12/2024

Date

Stephanie A. Smith State Hazard Mitigation Officer

Print Name and Title

7/12/2024

Date

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)

Title: Hartford, 361 South St Landslide Buyout, VT

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment Project Location/Lat, Long:
361 South St., Hartford, Windsor County, VT (43.66583, -72.31075)

Project Scope of Work: The sub-applicant, VEM on behalf of Town of Hartford, would use Hazard Mitigation Grant Program (HMGP) funding to acquire and demolish one (1) residential property located at 361 South St (ca. 1947).

Work would include demolition and removal of all structures, asbestos abatement (if found), and the removal of any impervious structure(s). Utilities would be disconnected and capped, and the site would be graded and seeded. Wells would be capped 1FT below grade and septic systems would be crushed in place. Demolition equipment would be staged on existing disturbed surfaces to the extent possible. Following demolition, the Town would maintain the property as a public park, ensuring that it is left as green, open space in perpetuity.

NEPA Comment: This project is Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with the FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. - vhanley - 04/02/2024 13:41:42 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n3	(*n3) Federal Assistance for Property Acquisition and Demolition. Federal assistance for the acquisition of properties and the associated demolition and removal when the acquisition is from a willing seller, the assistance is solely for the purposes of financial compensation for the acquisition, and the land is deed restricted to open space, recreational, wildlife habitat, or wetland uses in perpetuity. The CATEX does not apply to subsurface uses of acquired properties, or acquired properties with encumbrances or easements authorizing current or future subsurface uses that are not allowable and compatible with open space. This CATEX covers actions associated with the determination of program eligibility. This CATEX does not cover Federal assistance actions that involve acquisition for the purpose of construction or development at a site in the acquired property. The use of eminent domain is explicitly excluded from the CATEX.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
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15:15:57

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)

Title: Hartford, 361 South St Landslide Buyout, VT

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	CAA: Project is a demolition; therefore, it would not result in permanent air emissions. - vhanley - 04/02/2024 13:52:52 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	CBRA: Project in Vermont, therefore, is not in a CBRA unit or OPA. - vhanley - 04/02/2024 13:47:43 GMT
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	CWA: Although the project site is affected by flooding, the proposed action is not located within nor would it affect riverine habitat. - vhanley - 04/02/2024 13:48:17 GMT
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	CZMA: Project is in Vermont, therefore CZMA does not apply. - vhanley - 04/02/2024 13:51:06 GMT
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO11988: Per Flood Insurance Rate Map (FIRM) community map and panel number 50027C0391E effective 09/28/2007, the property is located outside of all Special Flood Hazard Areas (SFHA), i.e., the project is in Zones X or Un-shaded X. - vhanley - 04/02/2024 13:43:34 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO11990: Determination based on review of U.S. Fish and Wildlife National Wetlands Inventory, Wetlands Mapper, located at http://www.fws.gov/wetlands/Data/Mapper.html , accessed on 03/28/2024; the project is neither located in nor will it affect mapped wetlands. - vhanley - 04/02/2024 13:44:07 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO12898: Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the area around 361 South Street (43.66583, -72.31075). Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional review for potential EJ concerns is required. The maps, reports, and other information are saved to the project files. - vhanley - 04/02/2024 13:44:23 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Determination based on 03/28/2024 review of USFWS site at: https://ipac.ecosphere.fws.gov/ ; this project as described will not affect ESA-listed Northern long-eared bat, proposed species

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)**Title:** Hartford, 361 South St Landslide Buyout, VT

Environmental Law/ Executive Order	Status	Description	Comment
			Tri-colored bat, or critical habitat. FEMA used the DKey for our NLEB section 7 consultation and submitted the streamlined consultation request to USFWS via IPaC on 03/28/2024. Per the consultation framework, the project as described reached a determination of "No Effect"; this project as described will not affect ESA-listed northern long-eared bat or critical habitat. Additionally, FEMA notified via email USFWS on 3/28/2024 of the "No Effect" determination for proposed species Tri-colored bat and USFWS concurred on 3/29/2024. See attached DKey Consistency Letter and Email correspondence. - vhanley - 04/02/2024 13:46:21 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	FPPA: Project is located within designated farmland (Farmland of Statewide Importance) as defined by 7 C.F.R. Part 658.2(a), but the project activity is exempt from further consideration per 7 C.F.R. Part 658.3(c). Only assistance and actions that would convert farmland to nonagricultural uses are subject to FPPA. This project site would return to open space and no conversion will occur. - vhanley - 04/02/2024 13:54:25 GMT
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	MBTA: There are 15 migratory bird species found in the project area according to IPaC, but the project does not have potential to take migratory birds. - vhanley - 04/02/2024 13:55:06 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	MSA: Project is in Vermont and not on the coast or a major river; therefore, the project is not located near EFH. - vhanley - 04/02/2024 13:55:19 GMT
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	NHPA: Under the terms of the VT Section 106 Programmatic Agreement, FEMA made a finding of "No Historic Properties Affected" and sent this finding, along with supporting Section 106 documentation, to the State Historic Preservation Officer (SHPO) on 03.28/2024. The SHPO

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)

Title: Hartford, 361 South St Landslide Buyout, VT

Environmental Law/ Executive Order	Status	Description	Comment
			concurrent with FEMA's determination of effect on 03.29.2024. See attached consultation documentation. No further consultation is required unless there is a change to the scope of work. - vhanley - 04/02/2024 13:49:39 GMT
	Completed	Historic Buildings and Structures	
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Archeological Resources	
	Completed	Project affects undisturbed ground	
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	SHMSWL: See conditions and/or advisories for: VT Department of Health and Asbestos Program, VT Solid Waste Management Program, VT Act 250-Land Use Development, VT Well Driller Licensing Rule (Section 15-801)/VT Wastewater System and Potable Water Supply Rules (Section 1-1115) (Well Closure), VT Wastewater System and Potable Water Supply Rules (1-930), and VT Environmental Protection Rules, Chapter 8 (Underground Storage Tank Rules). - vhanley - 04/02/2024 15:02:46 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	WSRA: Project site is not near a designated river, according to National_Wild_and_Scenic_River_Segments.kml downloaded from rivers.gov and dated 08/02/2022. - vhanley - 04/02/2024 13:55:40 GMT

CONDITIONS

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)

Title: Hartford, 361 South St Landslide Buyout, VT

Special Conditions required on implementation of Projects:

National Historic Preservation Act (artifacts): Stop Work if archaeological deposits (for example Indian pottery, stone tools, shell, old house foundations, old bottles) are found/uncovered during construction. The project proponent and/or their contractor must immediately stop all work in the vicinity of the find, take reasonable measures to avoid or minimize harm to the finds, secure all archaeological finds (without removing them), and restrict access to the area of the find. The project proponent must immediately report the archaeological discovery to the State Emergency Management Agency and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will determine the next steps.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

National Historic Preservation Act (human remains): STOP Work if human remains are discovered. The project proponent and their contractor must immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the remains, project all human remains discoveries, and restrict access to discovery sites. The project proponents and their contractor must follow all state laws associated with the discovery of human remains, including immediately notifying the proper authorities. Violation of state law will jeopardize FEMA funding for this project. The project proponent will inform the Office of the Chief Medical Examiner, the State Archaeologist, the State Emergency Management Agency, and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in the vicinity of the discovery(s) may not resume until consultation is completed and appropriate measures have been taken to ensure that the project is compliant with the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

National Historic Preservation Act (borrow sources): All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g., a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Subrecipient must notify FEMA and the Recipient (State EMA) prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

VT Wastewater System and Potable Water Supply Rules (1-930) Condition: VT Wastewater System and Potable Water Supply Rules (septic abandonment): A wastewater disposal system (septic) that is no longer in use may remain in place, provided all tanks, including the septic tanks, pump stations, and dosing siphons, are pumped and broken in-place or filled with soil. If a leach field is being removed, the material must be either 1) deposited of by obtaining a permit from VT Department of Environmental Conservation (on-site disposal) or 2) by disposal at a certified landfill or in accordance with Vermont Solid Waste Management Rules (off-site disposal). For more information, contact the Department of Environmental Conservation at 802-522-3257 or see www.dec.vermont.gov/water. The Applicant must provide the State and FEMA with a statement from a VT licensed Potable Water and Wastewater System Designer about how the wastewater disposal system was filled, a copy of the permit (if applicable for leach field disposal on-site closure), or the name/location of the facility used (if applicable for leach field disposal off-site disposal), no later than submission of a project closeout package.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

VT Environmental Protection Rules, Chapter 8 (Underground Storage Tank Rules) Condition: Removal or in-place closure of residential underground fuel oil or kerosene underground (buried) storage tanks (does not include propane) must follow VT DEC procedures. A qualified consultant must be hired to perform an environmental site assessment during any underground (buried) storage tank removal/closure. Contact VT DEC's Underground Storage Tank Program at (802) 828-1138 for a full list of requirements. Contamination found during a tank removal/closure is to be reported to the Waste Management and Prevention Spill Program by calling 802-828-1138. The Applicant must provide the State and FEMA with a copy of the environmental site assessment report, or a statement explaining why the UST Rules do not apply, no later than submission of a project closeout package.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4720-0010-VT (R) (1)

Title: Hartford, 361 South St Landslide Buyout, VT

VT Department of Health Asbestos Program Condition: Asbestos inspection and removal are required for all demolition projects. The Applicant must provide FEMA with a copy of an inspection report developed by a Vermont-licensed asbestos inspector. If asbestos is found, it must be removed by a Vermont-licensed asbestos abatement entity before demolition begins (permit and notification to the Department of Health is required). The Applicant must provide the State and FEMA with a copy of the inspection report and any necessary permits for abatement, or a statement explaining why an abatement permit was not needed, no later than submission of a project closeout package. Contact VT Department of Health's Environmental Health Division at (802) 863-7220 or see www.healthvermont.gov/environment/asbestos-lead for more information.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

VT Solid Waste Management Program Condition: The Applicant is required to use a licensed solid waste hauler and take demolition debris to a certified facility (10 V.S.A. sections 6605 and 6607a). The Applicant must provide the State and FEMA with a statement of how construction and demolition wastes were disposed of, including the name/location of the facility used, no later than submission of a project closeout package.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

VT Solid Waste Management Program Advisory: VT DEC's Solid Waste Management Program can provide information about salvage opportunities, recycling options, and other ways to divert that waste from disposal. Contact 802-828-1138 for more information.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

VT Act 250 - Land Use and Development Condition: Act 250 applies to some demolition activities and a permit may be required. The Applicant must contact their Act 250 District Coordinator to determine if a permit is needed. No later than submission of a project closeout package, the Applicant must provide the State and FEMA with a copy of the permit (if one is needed), or documentation from the permitting official that a permit is not required. Contact the VT Natural Resources Board at (802) 828-3309 or see www.nrb.vermont.gov/act250-program for related information.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

VT Well Driller Licensing Rule (Section 15-801) and VT Wastewater System and Potable Water Supply Rules (Section 1-1115) (Well Closure) Condition: If a well is present on the property, it must be properly abandoned and reported to VT Department of Environmental Conservation (DEC). Closures of drilled wells equal to or greater than 20 feet deep are required to be done by VT licensed drillers (15-801). See www.dec.vermont.gov/water/groundwater/well-drillers for a list of licensed well drillers. Non-drilled wells (less than 20 feet in depth), including springs, infiltration galleries, gravel wells, etc., must also be abandoned properly (1-1115). For more information, call the Drinking Water and Groundwater Protection Division main line at 802-828-1535. For drilled wells (equal to or >20 feet) the Applicant must provide FEMA with a copy of the Well Completion/Abandonment Report (WCAR) as submitted to VT DEC, or a statement explaining why the WCAR was not applicable, no later than submission of a project closeout package. For non-drilled wells (<20 feet), the Applicant must provide the State and FEMA with a schematic and signed certification from the Applicant or consultant confirming proper closure of the well, or a statement explaining why this was not applicable, no later than submission of a project closeout package.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Item: 5c.

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: Immediately

\$163,324.05 restricted to be obligated

\$ 76,770.80 unrestricted (interest) to be obligated

\$240,094.85

Recommendation:

The board obligate some or all of the current funding that is immediately available to be obligated. This will be a critical fluid process to ensure the town doesn't lose any of this funding.

Finance Director

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			\$	119,889.68
	\$	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

****Update 8.14.24 - 2025 Freightliner Truck secured in the amount of \$200,061 leaving a balance of \$70,838 to be obligated****

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
\$37,005 - \$43,519.10	Criminal Investigations Division Vehicle	Police	Attachment B
\$66,376.47	Ventrac Tractor and Attachment	Parks & Recreation	Attachment C
\$60,000.00	Maxfield Stormwater and Parking Lot Maintenance	Parks & Recreation	Attachment D

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



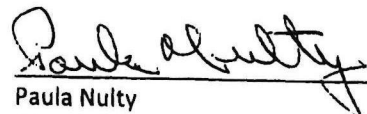
AGENDA MEMORANDUM

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

\$6,999 1 \$6,999

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 Private Locking Door with 100% Private Light-Filtering Glass Film
Interior Lock
Maple Wood Interior
Floor: Anti-fatigue mat
Lactation Pod Signage on Door

Included Furniture:

Adjustable Height Table for Pumping

About Shipping & Assembly

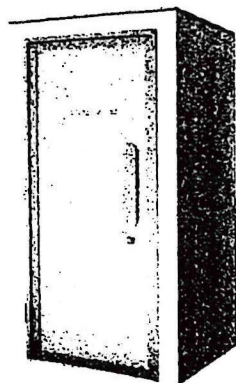
Standard delivery includes liftgate to curbside, or dock delivery.
Please inquire directly for inside delivery or "white glove" delivery rates.

Professional assembly is optional, provided at an additional fee of \$499/unit.
Shipping rate is per unit. Quantity rates for shipping may be available.
Tax rates vary dependent on shipping location.

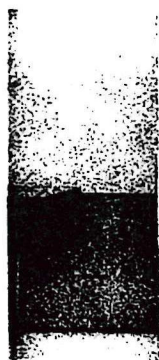
SUBTOTAL \$6,999

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%)			+50
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

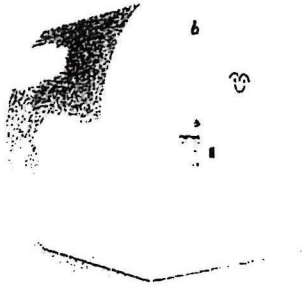
Patrick O'Dell, BrighterBooth

Paula Nulty, Town Of Hartford

Lactation Pods



For employees or guests with their baby or breast pump

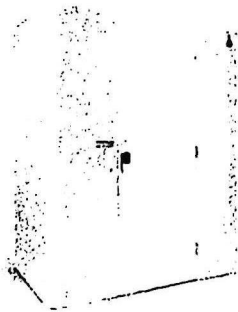


XL Pod\$23,000

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



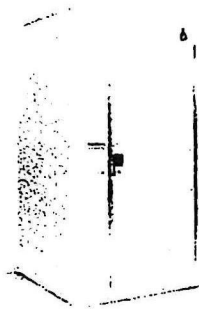
Flex Pod.....\$15,500

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.)



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

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.

Submit feedback.

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.

Submitt Feedback

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.

in this example, Leslie has experienced unlawful retaliation under the FLSA.

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

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



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 Metallic	\$ -	\$ -
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 Requirements
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

AMERICAN RESCUE PLAN ACT

New Project Requests for Consideration

<u>Amount</u>	<u>Project</u>	<u>Department</u>
\$66,376.47	Ventrac Tractor and Attachment	Parks & Recreation Attachment C



AGENDA MEMORANDUM

August 20th, 2024

Town Selectboard Meeting

Submitted by: Scott Hausler, Director of Parks & Recreation

Subject: Purchase of Ventrac Tractor and Attachment

Background: Funding requested through the balance of ARPA funding verses the use of current Parks Reserves to replace the existing Jacobson Field Mower at Maxfield. The Parks & Recreation Department will utilize the Town of Hartford Account 136863 Sourcewell RFP Contract for Medium/Compact Equipment for the purchase. This is a cooperative purchase program for State and Local Governments and meets our local procurement requirements providing this service to the Town. Sourcewell works directly with partnering dealers.

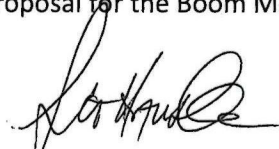
The Ventrac machine and its attachments provides a fully versatile machine that can appropriately care for the facility for the same cost of a replacement Field Mower. This highly flexible machine has been tested in the commercial market for several years now and provides municipalities with a multipurpose machine for a facility with multiple terrains and maintenance needs. The current Jacobson mower is just a mower and doesn't provide attachments for various maintenance tasks. The Ventrac and attachments will be used for wide mowing turf fields, maintaining steep slopes, fine cut flail mower for retention areas, turbo blower for aeration and dethatching procedures and a boom mower for hillside and vegetation mowing maintenance. Currently our Jacobson serves as the turf mower and maintaining our slopes and retention areas are contracted out to landscape vendors. The purchase estimate includes the trade value of the Jacobsen mower. The Ventrac can be trailered to other park locations as well.

Discussion: The Department is requesting the purchase of the Ventrac Tractor with Wide Area Mower, Flail Mower, Turbine Blower and Boom Mower through the Sourcewell Contract as identified in the background information above. The purchase requests use of existing ARPA funding at a cost of \$66,376.47.

Financial Impact: \$66,376.47 ARPA Funding

Recommendation: To authorize the Town Manager to sign for and purchase the Ventrac and its attachments through the Sourcewell Contract as identified in the attached documents for the total cost of \$66,376.47 which includes the trade value of the Jacobsen at a trade value of \$9,100.

Attachments: Ventrac proposal for tractor, attachments and proposal for the Boom Mower. Memo from Sustainability Coordinator.



Scott Hausler, CPRP



Count on it.



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	
Date:	8-Aug-24
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	2-3 Weeks
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	05001

To: Customer Name: Town of Hartford (Parks and Rec)
Address: 171 Bridge St
City State Zip: White River Junction VT 05001
Attn: Scott Hausler
Phone: 802-295-5036
Email Contact: shausler@hartford-vt.org

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Jim Gernander
Cell Phone	802-236-0611
Email	jgernander@grasslandcorp.com

Sourcewell Contract # 031121-TTC

Qty	Model Number	Description	2024 Sugg. Retail Price	Contract Price	Extension
1	39.51225	KN, 4520N Ventrac Tractor Kubota Gas EFI WG972	\$33,700.00	\$29,656.00	\$29,656.00
1	70.4200-99	Factory Installed 4520 PRO upgrade kit, Includes: Pro Graphics, Foot Control, Front 12v, Dual Front Hydros, Third Aux. Function, KM500 relief valve.	\$2,010.00	\$1,768.80	\$1,768.80
1	70.4160-99	Kit, 3 Point Hitch 4520	\$2,500.00	\$2,200.00	\$2,200.00
1	70.4067	Kit, Duals Field Trax Black	\$1,610.00	\$1,416.80	\$1,416.80
1	70.4140	Kit, Slope Indicator	\$435.00	\$382.80	\$382.80
1	39.55155	MK, MK960 Wide Area Mower	\$7,850.00	\$6,908.00	\$6,908.00
1	70.8203	Kit, Hydraulic Flip Up MK	\$550.00	\$484.00	\$484.00
1	39.55147	MW, MW722 72" Flail Mower - Fine Cut	\$8,850.00	\$7,788.00	\$7,788.00
1	70.8224	Kit, Hydraulic Flip Up MW/MY	\$600.00	\$528.00	\$528.00
1	39.55341	ET, ET202 Turbine Blower	\$7,015.00	\$6,173.20	\$6,173.20



1	105-SETUP	Commercial Set Up	\$ 286.53	\$ 286.53	\$286.53
1	105-WC	Winter Cab Commercial Set Up			

Trade In: Jacobsen AR 522 - \$9100.00

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$65,120.00
Delivery Contact Phone Number		Discount	(\$7,814.40)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.		Total Equipment	\$57,305.60
		Toro Protection Plus	\$ -
		Trade Ins	\$ (9,100.00)
		Set Up	\$ 286.53
		Wintercab Set Up	
		Total	\$48,492.13
Customer Acceptance		Date:	\$48,492.13



Count on it.



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	
Date:	13-Aug-24
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	2-3 Weeks
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	05001

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Phone: 802-295-5036
Email Contact: shausler@hartford-vt.org

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Jim Gernander
Cell Phone	802-236-0611
Email	jgernander@grasslandcorp.com

Sourcewell Contract # 031121-TTC

Qty	Model Number	Description	2024 Sugg. Retail Price	Contract Price	Extension
1	39.55170	MA, MA900 Boom Mower	\$18,855.00	\$16,592.40	\$16,592.40
4	47.0115	Weight, Suitcase - 42 LBS w/Box	\$120.00	\$105.60	\$422.40
1	23.0212	Service Kit, 4 Pos Spool W/Detent	\$77.00	\$67.76	\$67.76
1	70.4137	Kit, Weight Bar Mid 4500/4520	\$330.00	\$290.40	\$290.40
4	47.0115	Weight, Suitcase - 42 LBS w/Box	\$120.00	\$105.60	\$422.40



1	105-SETUP	Commercial Set Up	\$	88.98	\$	88.98	\$88.98
1	105-WC	Winter Cab Commercial Set Up					

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$20,222.00
Delivery Contact Phone Number		Discount	(\$2,426.64)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.		Total Equipment	\$17,795.36
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up	\$ 88.98
		Wintercab Set Up	
		Total	\$17,884.34
Customer Acceptance		Date:	\$17,884.34



Purchasing Policy and Climate Action Plan Review Form

The purpose of this form is to ensure that the town and departments are making purchasing decisions that are in line with the Climate Action Plan and 2022 Purchasing Policy. This form is required for any purchase of equipment over \$4001 that combust fossil fuels, such as gasoline, diesel, or oil, so that a review of adequate alternatives with lower greenhouse gas emissions can be made and is taken into account prior to the purchase.

Department: Parks & Recreation	Contact Person: Scott Hausler	When is item needed: Fall 2024
Name of Product: Ventrac Tractor Kubota	Manufacturer & Model Number: Ventrac	Item it is replacing: Jackobsen Turf Mower 2013
Estimated Cost: \$66,376.47	Estimated Fuel & Maintenance Cost (if known): \$1,500	Life Expectancy: 10 years
What are the primary functions of the product: Sports field mowing, flail mowing (annual vegetation mowing), turbine blower (aeration & de-thatching maintenance), & boom mower.		
Required features (what does it <i>have</i> to do?): Mowing, aeration, de-thatching.		

Alternative products that have been used successfully:

Jackobsen mower, DPW equipment, and independent contractors.

Alternative products that have been considered:

None.

This equipment is as in line with the Climate Action Plan as we can get at the moment given the limited availability of non-fossil fuel dependant equipment.



8/15/24

Please submit this form to the Town Manager's Office for review by the Environmental Sustainability Coordinator. Item will be reviewed ASAP and you should expect a response within 24 hours. If an item needs to be replaced immediately please call the Environmental Sustainability Coordinator at 802-295-9353.

AMERICAN RESCUE PLAN ACT

New Project Requests for Consideration

<u>Amount</u>	<u>Project</u>	<u>Department</u>	
\$60,000.00	Maxfield Stormwater and Parking Lot Maintenance	Parks & Recreation	Attachment D



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Meeting

Submitted by: Scott Hausler, Director of Parks & Recreation

Subject: Staff Recommendation for ARPA Funding – Maxfield Stormwater and Parking Lot Maintenance

Background: The town previously retained SVE Associates to address several identified stormwater issues with the existing retention areas, its maintenance and need for permit compliance at the Maxfield Sports Complex. The issues are primarily caused by the existing gravel parking elevations and the retention basins. The facility design was for a paved surface which was not funded. The basin retention area drains need to be lowered so the stormwater system will effectively address water flow from the gravel parking lots. Maintenance grading and top dressing of the gravel parking lots, access road is needed after nearly 10 years of park operation and vehicle traffic throughout the park. Additionally, the gravel pathways will have surface material removed that has become contaminated with weed growth caused by wind/soil erosion and replaced with hardpack gravel to reclaim the pathway. The existing gravel pathways, over time, become displaced and soil and weeds need to be removed and new gravel applied.

Discussion: The town has not received proposals but based on discussions with SVE we anticipate retention area work, parking lot, and pathway maintenance can be addressed through a 3rd party vendor for this construction season. We request ARPA funding of \$60,000 to complete the work as described in the background information.

Financial Impact: \$60,000 of ARPA funds for this project, reducing the impact on the current budget and reserve accounts.

Recommendation: Staff recommends the board approve the use of the ARPA funding for the purpose of restoring the parking areas, upgrading the stormwater retention areas and addressing the pathways at Maxfield Sports and Recreation Complex. RFP to be developed for the work and vendor commitments obtained prior to the October 1st deadline.

Attachments: SVE Project Map

Scott Hausler, CPRP



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AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Meeting Item: 5.d

Submitted by: Gail Ostrout, Director of Finance

Subject: 2024 Fiscal Year General Fund Encumbrance Request

Background: Annually the town has projects, products and services that have been approved by the Town Manager & Finance Director but couldn't be executed within the approved fiscal year due to either internal or external timing or environmental factors.

Discussion: The Finance Director meets with each Department Head to review their list of projects / items that potentially need to be encumbered. Following this discussion, the Finance Director provides the encumbrance list to the Town Manager for final review and approval. The attached summary list has been reviewed, vetted, approved and is in progress.

<u>FYE 2024 vs FYE 2023 Comparision</u>				
				Change:
FYE 2024	\$ 433,470.06	FYE 2023	\$ 1,492,086.02	\$ (1,058,615.96)
Prior Years	\$ 869,173.30	Prior Years	\$ 1,249,334.46	\$ (380,161.16)
Total	<u>\$ 1,302,643.36</u>	Total	<u>\$ 2,741,420.48</u>	<u>\$ (1,438,777.12)</u>

Financial

Impact: Funding for these requested encumbrances will be covered by the revenue recorded and collected as budgeted in fiscal year 2024 or prior years.

Recommendation

Motion: Selectboard approve the 2024 Encumbrance Request as presented totaling \$1,302,643.36.

Gail Ostrout; Finance Director

Attachments: FYE 2024 Encumbrance Request

Fiscal Year 2024 Encumbrance Request

<u>Department</u>	<u>Purpose</u>	<u>Current Year</u>	<u>Prior Years</u>	<u>Total Amount</u>
Selectboard	Training	\$ -	\$ 22,103.00	\$ 22,103.00
Tree Warden	Tree Removal	\$ 3,525.00	\$ -	\$ 3,525.00
	Contracted Services, Employee			
Town Manager	Training & Awards	\$ 23,824.24	\$ 35,951.01	\$ 59,775.25
Town Manager	Legal	\$ 17,856.00	\$ -	\$ 17,856.00
Town Clerk	Materials & Supplies		\$ 199.63	\$ 199.63
Town Hall	Repairs & Maintenance	\$ -	\$ 13,956.51	\$ 13,956.51
Finance	Contracted Services	\$ 3,125.00	\$ -	\$ 3,125.00
Finance	Audit Services	\$ 29,208.00	\$ -	\$ 29,208.00
	Contracted Services, Travel & Meetings, Training, Materials & Supplies			
Assessor	Supplies	\$ 9,549.64	\$ 2,718.29	\$ 12,267.93
Delinquent Tax	Postage	\$ -	\$ 304.07	\$ 304.07
IT	Contracted Services & Training	\$ 7,983.27	\$ 2,152.73	\$ 10,136.00
Police	Training & Books	\$ 15,875.00	\$ -	\$ 15,875.00
	Training, Contracted Services			
	Building Repairs & Maintenance, Equipment			
Fire	Equipment	\$ 688.00	\$ 19,036.54	\$ 19,724.54
	Health Insurance Reimb,			
Dispatch	Recruitment / Training	\$ 2,897.05	\$ 2,638.49	\$ 5,535.54
DPW -Summer	Paving and VA Cutoff Bridge	\$ -	\$ 443,677.68	\$ 443,677.68
DPW - Bridge Maintenance	Contracted Services	\$ 60,670.00	\$ 98,754.90	\$ 159,424.90
DPW - Sidewalk				
Maintenance	Contracted Services	\$ -	\$ 101,524.51	\$ 101,524.51
DPW - Equipment				
Operation	Materials & Supplies, Equipment	\$ 15,000.00	\$ 96,221.40	\$ 111,221.40
Cemeteries	Contracted Services	\$ 4,400.00	\$ 12,789.00	\$ 17,189.00
Parks & Rec - Youth Program	Athletic Supplies	\$ 630.00	\$ -	\$ 630.00
Parks & Rec - Community				
Activities	Materials & Supplies	\$ 2,500.00	\$ -	\$ 2,500.00
Parks & Rec - Maintenance	Contracted Services	\$ 14,290.00	\$ 3,600.00	\$ 17,890.00
	Contracted Services, Materials & Supplies			
Maxfield Grounds	Supplies	\$ 50,000.00	\$ 1,954.44	\$ 51,954.44
WABA (Ice Rink)	Contracted Services	\$ 15,000.00	\$ -	\$ 15,000.00
	Advertising, Marketing, Contracted			
Planning & Development	Services	\$ 12,750.00	\$ 11,591.10	\$ 24,341.10
Housing & Community				
Development	Contracted Services	\$ 15,000.00	\$ -	\$ 15,000.00
Historic Preservation	Signs	\$ 2,200.00	\$ -	\$ 2,200.00
Energy	Contracted Services	\$ 2,000.00	\$ -	\$ 2,000.00
Resilience	Materials & Supplies	\$ 501.19	\$ -	\$ 501.19
Debt	Lease Payments	\$ 73,997.67	\$ -	\$ 73,997.67
DPW - Truck Purchase	Vehicle Purchase	\$ 50,000.00	\$ -	\$ 50,000.00
	Total :	<u>\$ 433,470.06</u>	<u>\$ 869,173.30</u>	<u>\$ 1,302,643.36</u>



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Item: 5.e.

Submitted by: Gail Ostrout, Finance Director

Subject: Signatory authority for Vermont Bond Bank
2024 Series 2

Background: Reimbursement requests require individuals to be authorized by the select board

Discussion: Fire Station 2 Bond has been executed and requires authorized signers for reimbursement requests.

Financial Impact: N/A

Recommendation: I move that the Selectboard authorize Town Manager John Haverstock, Town Treasurer Joe Major, Selectboard Chair Mike Hoyt and Selectboard Vice-Chair Kim Souza to act on the following Vermont Bond Bank matters:

VMBB-2024 Series 2

_Gail Ostrout_____

Finance Director

Vermont Bond Bank
2024 Series 2 Bonds

APPOINTMENT OF AUTHORIZED REPRESENTATIVE(S)

Mike Hoyt or Kim Souza Town of Hartford, VT
I, _____, a duly authorized official of _____
(Name of Authorizing Official) (Name of Governmental Unit)

Do hereby certify that the following have been authorized representative(s), at the date hereof, and are authorized to act on behalf of the above Governmental Unit in matters relating to its loan from the Vermont Bond Bank's 2024 Series 2 Bonds.

I also certify that the following signatures opposite their names are the signatures of such individual(s).

Name	Title	Specimen Signature
Mike Hoyt	Selectboard Chair	
Kim Souza	Selectboard Vice Chair	
Joseph Major	Treasurer	
John Haverstock	Town Manager	

Witness my signature on this _____ day of _____, 20____.

Signature



**AGENDA
MEMORANDUM**

August 20, 2024

Town Selectboard Item: 5f

Submitted by: Gail Ostrout

Subject: Audit Services

Background: Annually the town has an independent audit conducted of their financial statements. The audited financial statements are then provided to the board prior to 12/31 of that calendar year. In April of this year, board member Souza inquired regarding the town's audit services, as a result we have brought this topic forward as an agenda item for board discussion.

Discussion: Upon the inquiry by board member Souza, I reached out to my peers, VLCT and firms for their audit services process and recommendations. The feedback I received was the following:

1. Limited firms that conduct governmental audits, especially for the size of Hartford
2. VLCT advised there was no specific directive or best practice to switch
3. RFP results are minimal at best and normally only get the current firm for a response
4. Firm consistency = no lost knowledge of the community

Financial Impact: Uncertain as we have not contracted for the FYE 2025 audit yet.

Recommendation: The Selectboard decide on or before the close of the 9/3/24 board meeting if they would like to direct the Town Manager to send out an RFP the Fiscal Year 2025 audit services. Should the board decide to keep our current audit firm that an exception to the Purchasing Policy as required is presented to them for approval along with the engagement letter.

- 3.5 Purchases of goods and services with a total price over \$20,001 shall be made through Competitive Sealed Bidding (Section 5) or Competitive Sealed Proposals (Section 6).
- 3.6 Waiver of the requirement to submit written price quotations (Section 3.3 and 3.5) can only be made by the Town Manager. Waiver of the requirements for Competitive Sealed Bidding or Competitive Sealed Proposals can only be made by the Select board.



Finance Director

Feasibility Analysis Plan

HARTFORD SOLID WASTE AND RECYCLING TRANSFER STATION

Hartford, Vermont

Prepared for the Town of Hartford

File No. 5005.03

August 2024

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FIGURES

Figure 1 Locus Plan

ATTACHMENTS

Appendix A Conceptual Site Plan

Appendix B Town of Hartford Solid Waste and Recycling Transfer Center Closure Cost
Estimates

1.0 INTRODUCTION

Sanborn, Head, & Associates, Inc. (Sanborn Head) prepared this Feasibility Analysis Plan (Plan) to assist the Town of Harford (Town) with assessing options for managing waste and redeveloping the Hartford Solid Waste and Recycling Transfer Station (Facility). The process included evaluating four different scenarios, each with different options, as requested by the Town, including the scenario of permanently closing the Facility. The evaluation includes a summary and the probable costs to implement each scenario. Throughout the Plan, Sanborn Head references information related to on-site structures that is further detailed in the “Site Evaluation Report” prepared by Sanborn Head dated December 2023 that was used, in part, to assess the scenarios.

2.0 GENERAL FACILITY DESCRIPTION

The Facility is located at 2590 North Hartland Road (US Route 5), approximately 2 miles south of White River Junction and approximately 0.1 miles north of the town boundary bordering Hartland as shown on Figure 1. The Town currently operates the integrated solid waste management facility consisting of a closed municipal solid waste (MSW) landfill; a closed stump and demolition waste landfill; a closed construction and demolition (C&D) debris landfill; and an active MSW and recycling transfer station that is also operated as a host facility for periodic household hazardous waste (HHW) collection events.

3.0 EXECUTIVE SUMMARY

The feasibility analysis consisted of reviewing potential costs associated with operational and land use scenarios proposed by the Town for future use of the Facility. The opinions of probable costs for each scenario are summarized in Table 1 and explained further in the Plan sections below. Please note these costs are based on generalized pricing and should be considered approximate budgetary values.

Table 1 – Executive Summary Opinion of Probable Cost		
Item	Description	Total
Scenario #1		
Option 1A	Continued operations of the Site as a transfer station without C&D debris processing, including running State Stewardship programs and hosting HHW collection events.	\$892,160 (yearly cost)
Option 1B	Site operations as a transfer station with C&D debris processing, including running State Stewardship programs and hosting HHW collection Events.	\$1,046,940 (yearly cost)
Scenario #2		
Option 2A	Site operations under a reduced footprint by providing space for third parties to offer fast trash and recycling. The Town under this option would partner with GUVSWMD to host HHW collection events only.	\$366,920 (yearly cost)
Option 2B	Site operations under a reduced footprint by providing space for third parties to offer fast trash and recycling. The Town under this option will also offer collection of State Stewardship materials on Saturdays and partner with the GUVSWMD to host HHW collection events.	\$419,380 (yearly cost)

Table 1 – Executive Summary Opinion of Probable Cost (continued)		
Item	Description	Total
Scenario #2 (continued)		
Option 2C	Site operations under a reduced footprint by providing space for third parties to offer fast trash and recycling. The Town under this option would partner with GUVSWMD to collect State Stewardship materials on Saturdays and to host HHW collection events.	\$398,290 (yearly cost)
Scenario #3	Spaces identified available for reuse by other municipal entities including improvements required to host such facilities including water supply, wastewater disposal, stormwater treatment, and fire protection needs.	\$7,018,500 (one-time cost)
Scenario #4	Permanently close the site in a secure and safe manner.	\$819,810 (one-time cost)

4.0 FEASIBILITY ANALYSIS PLAN

Four different scenarios, some with multiple options, were considered in the feasibility analysis as described below.

4.1 Scenario #1 (Solid Waste Transfer Station Facility)

4.1.1 Option 1A

For Scenario #1, Option 1A, Sanborn Head evaluated the Town continuing to operate the Facility without C&D debris processing. If the Facility is operated under this scenario, closure costs would be held until all activities at the site have ended (i.e. the Facility is closed).

The Facility would continue operations running State Stewardship programs and hosting HHW collection events. The State Stewardship programs involve the daily collection of special recycling items including tires. These programs include PaintCare, Vermont E-Cycles, Lamp Recycle, Call2Recycle, and Thermostat Recycling Corporation. These programs provide most of the funding to help facilitate this special recycling; however, the Town will continue to incur cost to properly recycle some of these items as well as to train staff for correct acceptance and safe management of these items. This would require approximately two full-time employees and one part-time employee at the site during the facility's standard operating times each year to maintain these programs. This option would also involve coordinating with the Greater Upper Valley Solid Waste Management District (GUVSWMD) to hold a minimum of two HHW collection events a year as required by the Facility's Solid Waste Certification. There is a setup fee that we believe will be incurred by the Facility that is reflected in our opinion of probable cost summarized in Table 2.

Table 2 – Scenario 1, Option 1A Opinion of Probable Cost				
Item	Description	Amount/Year	Cost per Item	Total
Transfer Facility Operations	MSW, Recyclables, etc. (Disposal Cost Per Ton)	900	\$105.00	\$94,500
	Curbside Recycling (per ton)	400	\$687.50	\$275,000
	TOH General Facility Costs (Personnel Wages, Operations, Maintenance, and Miscellaneous)	1	\$441,950	\$441,950
State Stewardship Programs Daily Collection	Lead Acid Batteries	100	\$5.00	\$500
	Tires	800	\$19.00	\$15,200
	Food residuals	70	\$130.00	\$9,100
	Freon Containing Devices	350	\$10.20	\$3,570
	Non-Covered Electronic Wastes	1	\$340.00	\$340
HHW Collection Days with GUVSWMD	Per Event	2	\$18,500.00	\$37,000
SWIP Update/ Disaster Debris Plan	Preparation	1	\$15,000.00	\$15,000
Total Cost:				\$892,160

These costs include updating the Town’s Solid Waste Implementation Plan (SWIP) which must conform to the latest Vermont Materials Management Plan (MMP) that provides a framework for Solid Waste Management Entities (SWMEs) to reduce the amount and toxicity of solid waste in Vermont. The SWIP will need to be updated to reflect the Town’s modified site operations under the selected scenario. Based on the 2024 MMP, the preparation and submittal of a Disaster Debris Plan to the VTDEC will be required by the end of year 1 of the SWIP term for the management of disaster-related trash, C&D debris, and hazardous debris. The Town will be required to provide documentation of the management of the Disaster Debris Plan in the Annual SWIP Report. Our opinion of cost to update the SWIP and prepare a Disaster Debris Plan is based on our current understanding of the level of effort to complete this task.

Currently, SWMEs such as the Hartford Solid Waste and Recycling Transfer Station are required by the SWIP to hold a minimum of two HHW collection events every year. The State of Vermont enacted Act 58 in June 2023 which requires manufacturers of some of the most toxic forms of solid waste to assist with covering the costs for managing these wastes at their end-of-life. The HHW disposal ban that is covered by Act 58 goes into effect on July 1, 2025. Based on discussions with the Town, it is our understanding that the mandatory minimum of two HHW collection events may change over the next few years as Act 58 is implemented, and additional compensation to municipalities for the costs of these events may be provided. Any potential

costs associated with the changes required at HHW collection events in the future have not been included in our assessment.

4.1.2 Option 1B

For Scenario #1, Option 1B, the Town would continue operating the facility as a transfer station including C&D processing, running State Stewardship programs, and partnering with GUVSWMD to host HHW collection events. We believe that the C&D debris processing by Town staff would likely require one additional employee during the facility's standard operating times each year to maintain these programs at the site. If the Facility is operated under this scenario, the surety for the closure costs would need to be held by the Town until the Facility is closed. Our opinion of probable costs for Option 1B is presented in Table 3 are in addition to the costs provided in Option 1A presented in Table 3.

Table 3 – Scenario #1, Option 1B Opinion of Probable Cost				
Item	Description	Amount/Year	Cost per Item	Total
C&D Processing	Operation of Program by TOH Staff	1	\$50,780.00	\$50,780
	C&D (Per Ton)	1000	\$104.00	\$104,000
Total Cost:				\$154,780

The total cost for Option 1B with Option 1A would be **\$1,046,940**.

4.2 Scenario #2 (Fast Trash)

4.2.1 Option 2A

Scenario #2, Option 2A involves operating the Facility under a reduced footprint by providing space for third parties to offer fast trash and recycling options to residents. Costs are based, in part, on the tons of waste and recycling disposed from June 2023 through May of 2024. We anticipate this third-party company to operate services from the Recycling & Redemption Building located on-site; therefore, efforts would need to be made to improve the building in accordance with the previously provided costs in the "Site Evaluation Report". The opinion of probable costs in Table 4 below are presented as yearly costs; however, for Options 2A through 2C an estimated one-time cost of approximately **\$56,000** for remediation maintenance of the Recycling & Redemption Building should be included.

The annual amount of MSW and recycled material per ton accepted at the Facility has been summarized in Table 4. The data is largely from the waste summary and cost table provided by the Town for waste and recycling collected from June 2023 through May 2024. We understand the Town has been in discussions with a few different third-party waste service companies but have had difficulties obtaining a quote for fast trash and recycling services from these entities. The costs provided in Table 4 are based, in part, on collection fees from local waste service companies, are not specific to the site, and therefore should be considered approximate. If the Facility is operated under this scenario, a surety for the appropriate closure costs would still need to be held by the Town accordingly, with costs being adjusted to be reflective of the reduced business plan.

Under Option 2A, the Town would partner with the GUVSWMD to host two Household HHW collection events a year (i.e., no State Stewardship Program will be conducted). To generally maintain the property, we approximated this would require one full-time employee and one part-time employee during the facility's standard operating times each year. If the Facility is operated under this scenario, a surety for the appropriate closure costs would need to be held by the Town accordingly, with costs being adjusted to be reflective of the reduced business plan. Our opinion of probable cost for Option 2A is presented in Table 4.

Table 4 - Scenario #2, Option 2A Opinion of Probable Cost				
Item	Description	Amount/Year	Cost per Item	Total
Third Party Fast Trash and Recycling	Municipal Solid Waste (Per Ton)	650	\$150	\$97,500
	Recycling (Per Ton)	250	\$125	\$31,250
	Curbside Recycling (Per Ton)	400	\$275	\$110,000
General Site Maintenance	Maintenance by TOH Staff	1.5	\$50,780.00	\$76,170
HHW Collection Days with GUVSWMD	Per Event	2	\$18,500	\$37,000
SWIP Update/ Disaster Debris Plan	Preparation	1	\$15,000	\$15,000
Total Cost:				\$366,920

4.2.2 Option 2B

Scenario #2, Option 2B, involves operating the Facility under a reduced footprint by providing space for third parties to offer fast trash and recycling options to residents. Under Option 2B, the Town would also offer collection of State Stewardship materials on Saturdays, and we approximated that this would require two full-time employees, one day per week for a year to maintain these programs at the Facility. We have assumed that the Facility would partner with the GUVSWMD to host two Household HHW collection events a year (which could change depending upon the Act 58 requirements). Our opinion of probable cost for Option 2B is presented in Table 5 below. These costs are in addition to all other costs from Option 2A detailed in Table 4.

Table 5 – Scenario #2, Option 2B Opinion of Probable Cost				
Item	Description	Amount/Year	Cost per Item	Total
State Stewardship Programs Saturday only Collection	Operation of Program by TOH Staff	2	\$10,160.00	\$20,320
	Lead Acid Batteries	100	\$5.00	\$500
	Tires	800	\$19.00	\$15,200
	Food residuals	70	\$130.00	\$9,100
	Freon Containing Devices	350	\$20.00	\$7,000
	Non-Covered Electronic Wastes	1	\$340.00	\$340
Total Cost:				\$52,460

The total cost for Option 2B with Option 2A would be **\$419,380**.

4.2.3 Option 2C

Scenario #2, Option 2C involves operating the Facility under a reduced footprint by providing space for third parties to offer fast trash and recycling options to residents. Like Option 2A and 2B, we anticipate this third-party company to operate services from the Recycling & Redemption Building located at the Facility. Under Option 2C, we have assumed that the Town would partner with the GUVSWMD for both the collection of State Stewardship materials on Saturdays and to host two Household HHW collection events a year. There would be a per-event setup fee from GUVSWMD to run both programs that would be incurred by the Facility. If the Facility is operated under this scenario, closure costs would be held accordingly, reflecting the reduced business plan. Our opinion of probable cost for Option 2C is presented in Table 6 below. These costs are in addition to all other costs from Option 2A detailed in Table 4.

Table 6 – Scenario #2, Option 2C Opinion of Probable Cost				
Item	Description	Amount/Year	Cost per Item	Total
State Stewardship Programs Saturday only Collection with GUVSWMD	GUVSWMD Fee	1	\$10,200.00	\$10,200
	Lead Acid Batteries	100	\$5.00	\$500
	Tires	800	\$19.00	\$15,200
	Food residuals	12	\$130.00	\$1,560
	Freon Containing Devices	350	\$10.20	\$3,570
	Non-Covered Electronic Wastes	1	\$340.00	\$340
Total Cost:				\$31,370

The total cost for Option 2C with Option 2A would be **\$398,290**.

4.3 Scenario #3 (Redeveloped for Other Facilities)

Scenario #3 considers the site being redeveloped for other Town entities including an educational/training facility, Department of Public Works storage space, emergency services trailer service, a new C&D/solid waste transfer facility, emergency services training facility, and shooting range for local law enforcement. Potential locations for these entities are shown on the Conceptual Site Plan that was provided by the Town included in Appendix A. This would require site improvements to host such facilities depending on the intended use, including modifications to the wastewater and water supply systems, stormwater conveyance systems, and parking/accessways.

The existing water supply well needs to be replaced and would likely need to be located on an adjacent property currently not owned by the Town due to siting restrictions related to the closed landfill on the property and our assessment that there would not be enough flow at the location proposed by the Town. We have identified a possible location for a replacement well on the conceptual site plan provided in Section 8.0 of the "Site Evaluation Report". Table 7 below contains approximated costs related to septic system and stormwater system improvements; note that the actual costs will largely depend on the number of individuals intended to be present at the Facility and the water needs of the local fire department, and therefore could vary considerably, particularly as they relate to construction.

Table 7 also summarizes the probable costs of construction for new structures and specific site features. Note that none of these buildings or structures have been designed; therefore, our opinion of probable cost is based on the market costs per building footprint area. For the safety of the public, this would include costs to repair the on-site structures, remove the Former Public Works Building, and improve the driveways, helping to stabilize conditions at Facility.

If the Facility is operated under this scenario, a surety for the appropriate closure costs would still need to be held by the Town accordingly, with costs being adjusted to be reflective of the reduced business plan. The anticipated costs to update the SWIP and prepare a Disaster Debris Plan would increase from previous scenarios because of the newly constructed C&D/solid waste transfer facility and modified site layout. For this opinion of probable cost, we only included the probable cost of operating the C&D/Solid Waste Transfer Facility. We did not include the cost of operating the other facilities.

Table 7 – Scenario #3 Opinion of Probable Cost		
Item	Description	Total
Site Stabilization	Recycling & Redemption Building	\$56,000
	H.H.W. Building and Adjacent Structures	\$27,000
	Office Building	\$36,000
	Demolish Former Public Works Building	\$32,000
	Scalehouse Building	\$13,000
	Driveways	\$452,000
	Retaining Walls	\$40,000
Stormwater Improvements	Design/Permitting	\$40,000
	Construction	\$450,000
Septic System Improvements	Design/Permitting	\$25,000
	Construction	\$122,500
Water Well, Piping, and Wellhouse	Design/Permitting	\$15,000
	Construction	\$250,000
Light Bulb Storage Building	Design/Permitting	\$15,000
	Construction	\$50,000
Parking/Accessways	Design/Permitting	\$20,000
	Construction	\$400,000
Emergency Services Trailer Service Building	Design/Permitting	\$50,000
	Construction	\$400,000
New Scalehouse	Design/Permitting	\$15,000
	Construction	\$150,000
C&D/Solid Waste Transfer Facility	Design/Permitting	\$125,000
	Construction	\$2,000,000
	Operations/Waste Disposal/Stewardship	\$415,000
Emergency Services Training Facility	Design/Permitting	\$175,000
	Construction	\$1,500,000
Shooting Range	Design/Permitting	\$30,000
	Construction	\$100,000
SWIP Update/Disaster Debris Plan	Preparation	\$15,000
Total Cost:		\$7,018,500

4.4 Scenario #4 (Permanently Close the Site)

The last scenario evaluated was to permanently close the facility so that the site is stabilized and secured. If the Town proceeds with this option, the associated closure costs for the Facility would be used and would no longer need to be held by the Town. We based the assessment for this scenario on the closure and post-closure costs included as part of the “Site’s Facility Management Plan and Application for Recertification” dated December 1, 2021 with costs updated for inflation. The updated closure costs are included in Appendix B. The costs in Appendix B include removing waste and recyclable materials from the site for closure and long-term post-closure care costs of the facility as summarized in Table 8. Because the Facility would be permanently closed and no longer used, costs to improve the condition/stability of the on-

site roads and perform building maintenance were not included in Scenario #4. Due to concerns of the potential presence of lead and other hazardous building materials, the costs from the Site Evaluation Report to demolish the Former Public Works Building have been included in Table 8.

Table 8 – Scenario #4 Closure and Post-Closure Costs	
Waste/Task	Costs
MSW (Appendix B - Table 1)	\$11,420
Recycling (Appendix B - Table 2)	\$100,360
C&D (Appendix B - Table 3)	\$8,480
Daily Collection/HHW Events (Appendix B - Table 4)	\$52,700
Additional Costs (Appendix B - Table 5)	\$4,830
Former Public Works Building Demolition	\$32,000
Total Estimated Closure Cost	\$209,790
Total Estimated Post-Closure Cost (Appendix B- Table 6)	\$619,500
Total Estimated Closure/ Post-Closure Cost	\$829,290

5.0 C&D DEBRIS AND SOIL AREA REMEDIATION

The Vermont Department of Environmental Conservation (VTDEC) issued a Notice of Alleged Violation (NOAV) dated October 10, 2021 for the Town to remove the stockpiled C&D debris at the Facility. Although the C&D debris stockpiles were removed above grade, additional C&D debris was found below grade that still needs to be removed from the Facility. The cost to remove the remaining C&D debris will need to occur regardless of which scenario the Town chooses; therefore, we are providing the anticipated cost for removing this material separately in Table 9 below.

Table 9 includes an approximation of remediation costs for an authorized waste remediation contractor and hauler to process, transport, and dispose of the existing on-site C&D debris stockpile at the New England Waste Services of Vermont, Inc. (NEWSVT) landfill in Coventry, Vermont. Our opinion of probable cost also includes the required in-situ stabilization of lead in the area surrounding test pit TP-6, where the results of a soil sample from the test pit showed elevated lead concentrations that exceeded the USEPA Resource Conservation and Recovery Act (RCRA) Toxicity Characteristic Leachate Procedure (TCLP) Regulatory Levels Criteria per 40 CFR Part 261.24 as referenced in the “Construction and Demolition Debris Stockpile Evaluation Summary Report” by Sanborn Head dated September 22, 2022. Furthermore, since this evaluation was completed, additional sampling requirements for asbestos were requested and sampled in June 2024. The analysis results indicated the presence of asbestos above the regulatory threshold of 1 percent.

Sanborn Head is in the process of performing additional delineation sampling to assess if the asbestos-containing soil and C&D debris is isolated to these areas to hopefully limit the volume

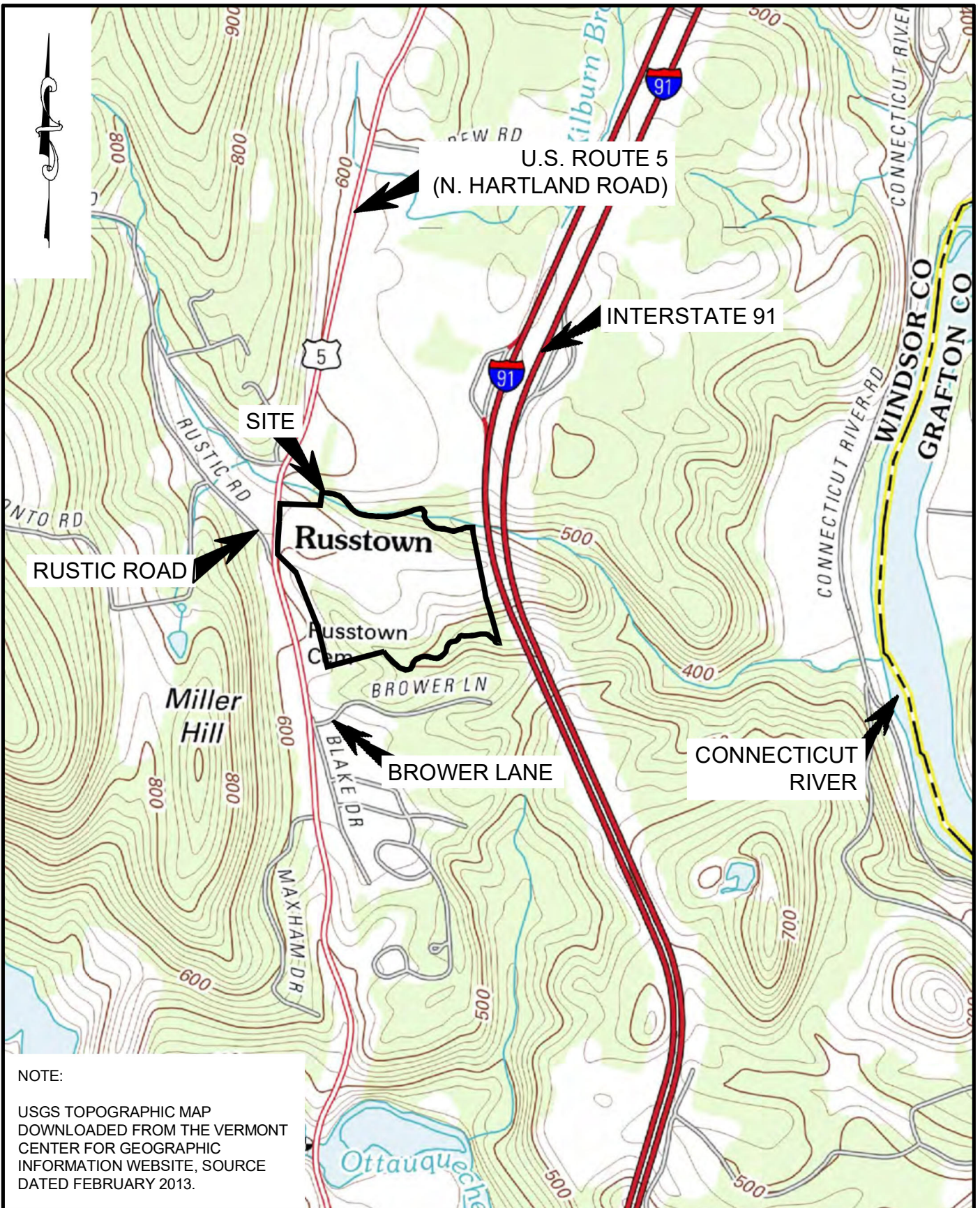
and associated costs to dispose of this material as friable waste. To be conservative for this opinion of probable cost, we have assumed that all material will be disposed of as friable waste at the New England Waste Services of Vermont (NEWSVT) landfill in Coventry, Vermont at the given rate of \$185/ton. Since this is ongoing work, the C&D debris remediation costs presented in Table 9 should be considered approximate.

Table 9 - C&D Debris Remediation Opinion of Probable Cost			
Construction/ Demolition	Anticipated Amount Stored Onsite (tons)	Price per Ton	Total
Excavation/ Transportation	3,734	\$100.00	\$373,400
Disposal at NEWSVT	3,734	\$185.00	\$690,790
Additional Asbestos Testing	3,734	\$1.00	\$3,740
In-situ Stabilization of TP-6 Extents	467	\$55.50	\$25,920
Total Cost:			\$1,093,850

6.0 CONCLUSION

In conclusion, each scenario assessed offers a feasible option for maintaining, redeveloping, or closing the Hartford Solid Waste and Recycling Transfer Station. After thorough examination of this feasibility analysis plan from all financial, technical, and operational aspects, a decision should be made that best supports the residents of the Town of Hartford, aligns with the Town's strategic goals, and provides a lasting benefit to the community.

Figures



NOTE:

USGS TOPOGRAPHIC MAP
DOWNLOADED FROM THE VERMONT
CENTER FOR GEOGRAPHIC
INFORMATION WEBSITE, SOURCE
DATED FEBRUARY 2013.

TOWN OF HARTFORD
HARTFORD, VERMONT

SANBORN HEAD

HARTFORD SOLID WASTE AND RECYCLING
TRANSFER STATION
LOCUS PLAN

SCALE: 1"=1,200'

DRAWN BY: LET

FILE NO. 5005.03

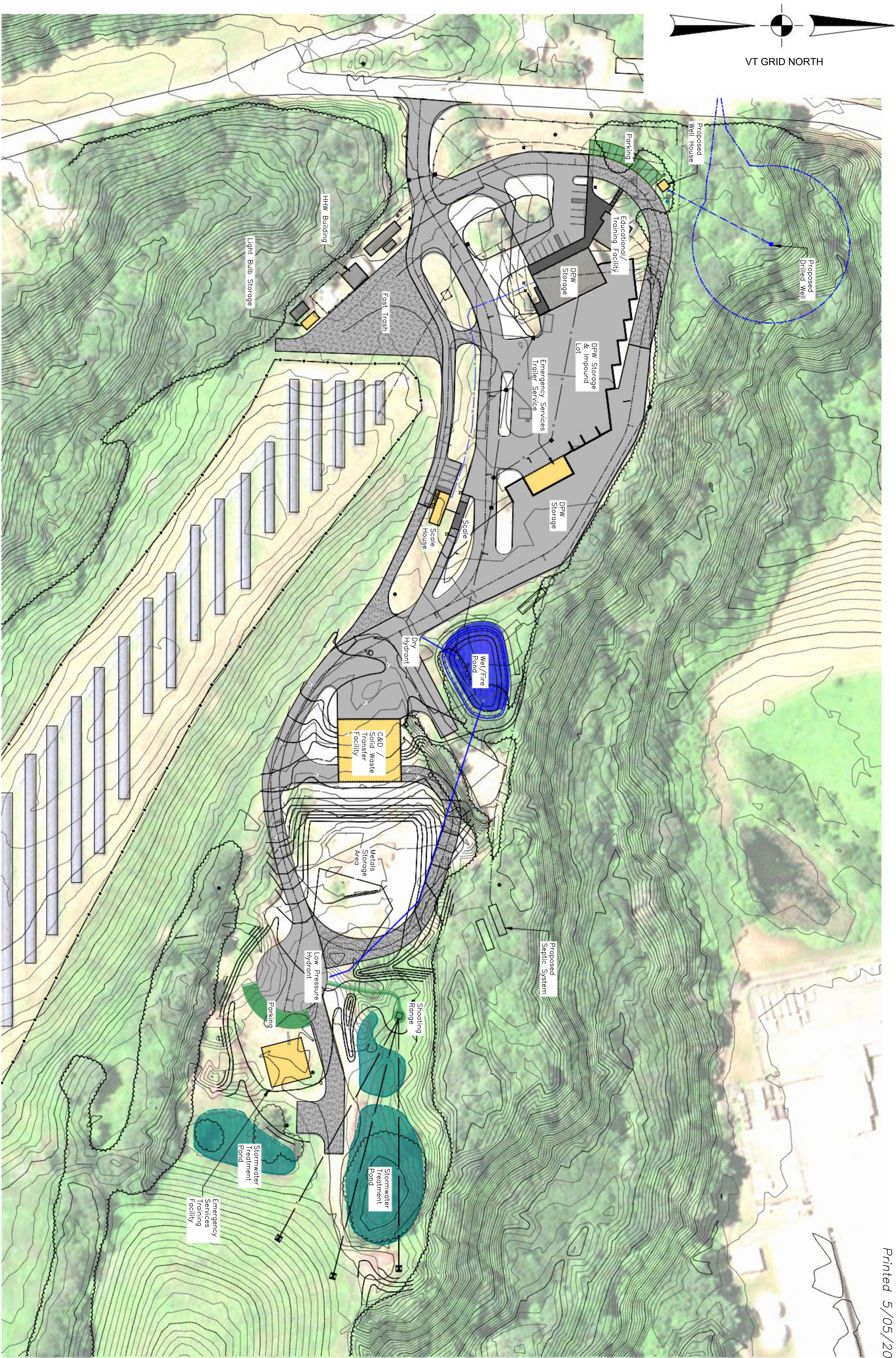
DATE: NOV. 2023

CHECKED BY: BJB

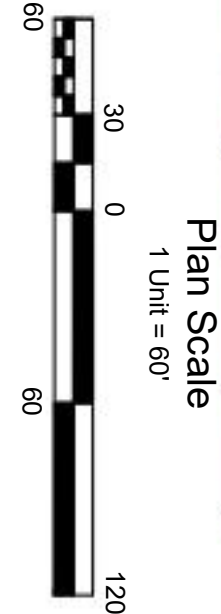
FIGURE NO. 1

Appendix A

Conceptual Site Plan



Printed 5/05/2023



DRAWN BY:	C.D.H.
CHECKED BY:	
DATE:	XX/XX/XXXX
PROJ. NO.	XXXX-XX

Conceptual Site Plan

2590 North Hartland Road
Town of Hartford Vermont

REVISIONS

REV.	DESCRIPTION	BY:	DATE:



C.1
SHEET NUMBER

Appendix B

Closure Cost Estimates

Appendix B
Town of Hartford Solid Waste and Recycling Transfer Center
Closure Cost Estimates
July 2024

Table 1							
Disposables	Maximum Amount Stored Onsite (tons)	Loading Time (hours)	# of Roll-offs (50 cy/roll-off)	Total Loading Cost (\$106/hr)	Total Transportation Fee (\$131/50 cy)	Total Tipping Fee (\$98/ton)	Total Cost
Household/ Commercial Garbage	58	3	6	\$318.00	\$786.00	\$5,684.00	\$6,788.00
Leaf/Yard Waste	36	3	6	\$318.00	\$786.00	\$3,528.00	\$4,632.00
Total Cost:				\$636.00	\$1,572.00	\$9,212.00	\$11,420.00

Table 2							
Recyclables	Maximum Amount Stored Onsite (tons)	Loading Time (hours)	# of Roll-offs (50 cy/roll-off)	Total Loading Cost (\$106/hr)	Total Transportation Fee (\$131/50 cy)	Total Tipping Fee (\$98/ton)	Total Cost
Newspaper	80	1	2	\$106.00	\$262.00	\$7,840.00	\$8,208.00
Cardboard	100	1	2	\$106.00	\$262.00	\$9,800.00	\$10,168.00
Mixed Paper	80	1	2	\$106.00	\$262.00	\$7,840.00	\$8,208.00
Boxboard	150	1.5	1	\$159.00	\$131.00	\$14,700.00	\$14,990.00
Clear Glass	50	0.5	1	\$53.00	\$131.00	\$4,900.00	\$5,084.00
Brown/Green Glass	50	0.5	1	\$53.00	\$131.00	\$4,900.00	\$5,084.00
Appliances (Scrap)	100	1	2	\$106.00	\$262.00	\$9,800.00	\$10,168.00
Aluminum	40	0.5	1	\$53.00	\$131.00	\$3,920.00	\$4,104.00
Steel Cans	40	0.5	1	\$53.00	\$131.00	\$3,920.00	\$4,104.00
Clear/Colored HDPE #2	150	1.5	2	\$159.00	\$262.00	\$14,700.00	\$15,121.00
PET #1	150	1.5	2	\$159.00	\$262.00	\$14,700.00	\$15,121.00
Total Cost:				\$1,113.00	\$2,227.00	\$97,020.00	\$100,360.00

Appendix B
Town of Hartford Solid Waste and Recycling Transfer Center
Closure Cost Estimates
July 2024

Table 3				
Construction/ Demolition	Maximum Amount Stored Onsite (tons)	Total (tons)	Price per Ton	Total
1 ft Soil Cover on Concrete and Brick Piles (100 ft x 100ft x 5ft stockpile area)	N/A	N/A	N/A	\$8,480.00
Total Cost:				\$8,480.00

Table 4					
Item	Description	Amount/Year	Maximum Amount Stored Onsite	Cost per Item	Total
Daily Collection	Lead Acid Batteries	N/A	100	\$5.00	\$500.00
	Tires	800	800	\$19.00	\$15,200.00
HHW Days	Per Event	2	N/A	\$18,500.00	\$37,000.00
					\$52,700.00

Table 5					
Item	Description	Maximum Amount Stored Onsite (tons)	Quantity	Cost per Item	Total
Food Residuals	Per Tote	2.4	18	\$130.00	\$2,340.00
Freon Containing Devices	Per Unit	N/A	210	\$10.20	\$2,150.00
Non-Covered Electronic Wastes	Per Pickup	N/A	1	\$340.00	\$340.00
Total Cost:					\$4,830.00

Appendix B
Town of Hartford Solid Waste and Recycling Transfer Center
Closure Cost Estimates
July 2024

Table 6	
Post Closure Monitoring	Costs
Annual Water Quality Monitoring	\$34,900.00
Annual Inspection Report	\$2,100.00
Annual Maintenance	\$3,400.00
Average Annual Cost for Groundwater Reclassification	\$900.00
Total Average Annual Post-Closure Care Costs	\$41,300.00
Total Post-Closure Care Costs for 15 Year Period	\$619,500.00



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Meeting Item: 5.h

Submitted by: Bryan Gazda, Director of Public Works

Subject: Petroleum (Gas and Diesel) Fuel Bid

Background: Annually, the DPW bulk purchases approximately 40,000 gallons of diesel and 10,000 gallons of gas for departmental use at the DPW garage pumps. Our current supplier of petroleum fuels is Evan Fuels.

Discussion: The bid documents allowed for the vendor to bid on a fixed price, and or bid on the daily wholesale fuel terminal rate (rack rate), plus overhead/profit and federal/state taxes for the period of 11 months with the option to extend for additional 12 months. Bid development and advertisement was in accordance with Section 5 of the Purchasing Policy and Procedure and bids were received from Evans Fuels and Dead River Company. Dead River Company provided pricing for both fixed and rack rate pricing for diesel fuel, and Evans Fuel provided only rack rate pricing for gas and diesel fuels, as identified in Schedule A – Petroleum Fuels Bid Results.

Currently, we utilize rack rate pricing as it the allows for market flocculation in pricing and is the preferred method for ensuring the lowest price compared to fixed pricing.

Impact: Departmental cost for fuel is accounted for in 10 budget accounts and varies by department demand.

Recommendation: Staff recommends the Selectboard authorize the Town Manager to enter into an agreement with Evan Fuels for the purchase of petroleum fuels utilizing the rack rate pricing method from August 1, 2024 until June 30, 2025, with the option to renew through June 30, 2026.

SCHEDULE A - PETROLEUM FULES BID RESULTS

	<u>Dead River Company</u>	<u>Evans Fuel</u>
<u>Fixed Pricing</u>		
87 Unleaded Gas	No Bid	No Bid
Diesel	\$3.5524	No Bid
Bio-Diesel	No Bid	No Bid
<u>Rack Price Plus</u>	As of 8/7/2024	
87 Unleaded Gas	No Bid	\$2.83730
Diesel	\$3.4465	\$2.56428
Bio-Diesel	No Bid	\$2.60678

NOTE: Pricing includes all applicable taxes and overhead/profit.

Annotates low bidder

TOWN OF HARTFORD

FUEL PRODUCTS

BID FORM

Format I – Fixed Price

<u>Fuel Product</u>	<u>Price per gallon</u> (Exclude all taxes)
Reg.-Grade Unleaded (87 Octane)	<u>NO BID</u>
Diesel	<u>NO BID</u>
Bio-Diesel (Optional Alternate)	<u>NO BID</u>

Format II – Rack Price Plus

<u>Fuel Product</u>	<u>Current Rack Price</u> (Exclude all taxes)	<u>Additional Cost</u>	<u>Cap</u>
Reg.-Grade Unleaded (87 Octane)	<u>\$2.3157</u>	<u>0.19</u>	<u> </u>
Diesel	<u>\$2.3575</u>	<u>0.19</u>	<u> </u>
Bio-Diesel	<u>10% \$2.4000</u>	<u>0.19</u>	<u> </u>

Please specify anticipated taxes to be paid by the Town of Hartford for both gasoline and diesel fuel.

GAS - \$0.3316 DSL - \$0.01678

Date: 8/7/24

Company Name: EVANS GROUP, INC.

Authorized Signature: 

Printed Signature: DEREK EVANS

Address: PO BOX 246

LEBANON, NH 03766

Phone Number: 603-448-3400

E-Mail Address: DEREK.EVANS@EVANSGROUPINC.COM

TOWN OF HARTFORD

FUEL PRODUCTS

BID FORM

Format I – Fixed Price

<u>Fuel Product</u>	<u>Price per gallon</u> (Exclude all taxes)
Reg.-Grade Unleaded (87 Octane)	<u>N/A</u>
Diesel	<u>\$ 2.9884</u>
Bio-Diesel (Optional Alternate)	<u>N/A</u>

Format II – Rack Price Plus

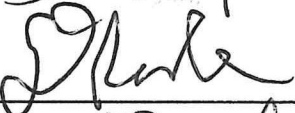
<u>Fuel Product</u>	<u>Current Rack Price</u> (Exclude all taxes)	<u>Additional Cost</u>	<u>Cap</u>
Reg.-Grade Unleaded (87 Octane)	<u>N/A</u>	<u>_____</u>	<u>N/A</u>
Diesel	<u>\$ 2.8825</u>	<u>\$0</u>	<u>N/A</u>
Bio-Diesel	<u>N/A</u>	<u>_____</u>	<u>N/A</u>

Please specify anticipated taxes to be paid by the Town of Hartford for both gasoline and diesel fuel.

VT Diesel Tax \$.320 FED Diesel Tax \$.2440

Date: 8/9/24

Company Name: Dead River Company

Authorized Signature: 

Printed Signature: Dave Rule

Address: One Lincoln Corners
Woodstock VT. 05091

Phone Number: 603-800-9622

E-Mail Address: Dave.Rule@DeadRiver.com

TOWN OF HARTFORD
171 BRIDGE STREET
WRJ, VT 05001

BID TABULATION SUMMARY
Bids Taken at the Town Manager's Office

Bid For: FUEL (GASOLINE/DIESEL)
DEPARTMENT: PUBLIC WORKS
DATE: 8/9/24 1:00 PM
Tabulated BY: KIM/BRYAN

	Name & Address of Bidder	DIESEL Bid	GASOLINE	BIO-DIESEL	
1	EVANS MOTOR FUELS PO BOX 246 LIEBARD NH 03766	FORMAT 1 & 2 SEE ATTACHED	FORMAT 1 & 2 SEE ATTACHED	FORMAT 1 & 2 SEE ATTACHED	
2	DEAD RIVER COMPANY	FORMAT 1 & 2 SEE ATTACHED	NO BID	NO BID	
3					
4					
5					
6					
7					
8					
9					

ATTENDANCE SHEET

BID/DATE: FUEL BID (GASOLINE/DIESEL) 8/9/24 1:00 pm

	Printed Name	Company	Signature
1	Bryan GAZDA	To H DPW	<i>[Signature]</i>
2	Timberly Mercedes Brown	To H	<i>[Signature]</i>
3			
4			
5			
6			
7			
8			
9			
10			

TOWN OF HARTFORD, VERMONT

FUEL BID

The Town of Hartford is requesting bids for vehicle grade gasoline and diesel fuel products, to be delivered to our bulk storage fuel tanks at the Department of Public Works Facility, 173 Airport Road, White River Junction, VT 05001. This bid is for an 11-month period from August 1, 2024, through June 30, 2025, with an option to renew for one-year from July 1, 2025 – June 30, 2026.

Scope of Services

The proposal shall include the supply of the noted fuel products. The locations for delivery and the type of fuel product are also noted below. Deliveries will be required to be made on a timely basis to allow for no interruptions in service. All deliveries will be based on 6,000 gallons orders. The diesel and gasoline tanks are 8,000 gallons each. The Town requests the option to renew the contract for an additional 12 months.

<u>Fuel Product</u>	<u>Estimated Annual Quantity (Gal.)</u>
Diesel	40,000
Reg.-Grade Unleaded (87 Octane)	10,000
Bio-Diesel (up to 10% blend)	40,000 (optional alternate)

Delivery Location

Hartford Public Works
173 Airport Road,
White River Junction, VT 05001

Basis of Award

The contract shall be awarded to a responsible and responsive proposer as determined by the Town and review will include the following considerations:

- Ability to perform successfully under the terms of the scope of services
- Cost of products
- Prior experience and past record of performance
- Any or other criteria considered relevant by the Town

Insurance

Contractor must maintain and provide proof of Workers Compensation, Comprehensive General Liability Insurance, Automobile Liability Insurance and Property Damage Insurance (minimum of \$2,000,000 aggregate, \$1,000,000 per occurrence). The Town of Hartford is to be named as certificate holder. The contractor agrees to hold harmless, indemnify and defend the Town of Hartford for all liability arising out of the project, except that arising out of the sole negligence of the Town of Hartford.

Instructions

Proposals must be submitted in a sealed envelope clearly labeled "Fuel Bid" and will be received at the office of the Town Manager, 171 Bridge Street, White River Junction, Vermont, 05001, no later than 1:00 PM on Friday, August 9, 2024. Bids received after the noted time and date will not be accepted. Faxed or emailed Bids will not be accepted.

Rejection of Bid

The Town of Hartford reserves the right to reject any or all bids or to award contracts in whole or in part if it is deemed in the best interest of the Town.

Revision to the Competitive Bid Scope

The Town of Hartford reserves the right to modify any technical and submission requirements associated with this Bid and the scope of work.

Limitations of Liability

The Town of Hartford assumes no responsibility and no liability for costs incurred by the proposer in responding to the Competitive Bid or in responding to any further request for interviews, additional data, etc. prior to issuance of a contract.

Any questions regarding this Bid may be directed to Jeremy Delisle, Assistant Public Works Director, (jdelisle@hartford-vt.org) at 802-295-3622.

TOWN OF HARTFORD

FUEL PRODUCTS

BID FORM

Format I – Fixed Price

<u>Fuel Product</u>	<u>Price per gallon</u> (Exclude all taxes)
Reg.-Grade Unleaded (87 Octane)	_____
Diesel	_____
Bio-Diesel (Optional Alternate)	_____

Format II – Rack Price Plus

<u>Fuel Product</u>	<u>Current Rack Price</u> (Exclude all taxes)	<u>Additional Cost</u>	<u>Cap</u>
Reg.-Grade Unleaded (87 Octane)	_____	_____	_____
Diesel	_____	_____	_____
Bio-Diesel	_____	_____	_____

Please specify anticipated taxes to be paid by the Town of Hartford for both gasoline and diesel fuel.

Date: _____

**Company
Name:** _____

**Authorized
Signature:** _____

Printed Signature: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

TOWN OF HARTFORD, VT

GAS AND DIESEL FUEL INVITATION TO BID

The Town of Hartford is requesting Bids for the provision of fuel products. A copy of the Bid specifications is available at the office of the Town Manager, 171 Bridge Street, White River Junction, VT, 05001. Sealed Bids are due no later than 1:00 PM on Friday, August 9, 2024, in a sealed envelope marked "Fuel Bid. Bid documents are available at <https://www.hartford-vt.org/Bids.aspx>".



AGENDA MEMORANDUM

August 20, 2024

Town Selectboard Meeting Item: 5.i

Submitted by: Christopher Holzwarth, Assistant DPW Director, Permits and Planning

Subject: FY25 Street Paving Bids, Staff Recommendation (RFP 2024-H1)

Background: The Town of Hartford seeks bids from paving contractors on a yearly basis for milling, structure adjustments, paving, shoulder gravel, line striping, and occasionally road reclamation.

The current bid sought paving contractors to perform services this fall and in the spring of 2025 under the approved FY25 budget and utilizing dedicated reserves.

Town crews will be responsible for replacing some culverts and making drainage repairs and improvements this summer/fall prior to paving.

Discussion: The Town received bids from Blaktop, Inc. and Pike Industries both of West Lebanon, NH. The bids requested pricing for both virgin asphalt mix and mix containing up to 20% recycled materials.

The staff consulted Vermont Agency of Transportation personnel, asphalt contractors, and publications on the use of asphalt mixes containing up to 20% recycled asphalt materials. Based upon the experiences of others, staff could not identify a discernable difference between the quality and longevity of the products.

The cost of mix containing 20% recycled materials is roughly 4% lower than virgin mix if supplied by Blaktop and 11.5% lower than virgin mix when supplied by Pike.

The use of asphalt containing recycled materials appears to be financially prudent and in keeping with the Town's goals regarding the environment and sustainability.

Staff initially reviewed the bids against each other and trending cost of the bid items. Blaktop's bid, while extremely competitive on the cost of asphalt, suffered from uncompetitive pricing on subcontractor services such as line striping and cold plane milling while Pike's bid for those services was extremely competitive. Further, while Pike's bid for asphalt was higher the cost of the services such as cold plane milling more than offsets their higher cost of asphalt.

Utilizing Blaktop, the current scope of work is projected to cost up to \$962,977 with other anticipated costs included. Utilizing Pike, the current scope of work is projected to cost up to \$876,066 with other anticipated costs included.

The estimated cost comparison between bidders for paving and construction activities for the fall of 2024 are shown in Table 1 below with a 10% contingency for bonds, liquid asphalt adjustments and small overages.

Table 1

Calendar Year 2024 (FY25 Fall Paving)			
Street	Pike Cost	Blaktop Cost	ToH Cost
Abbott Street	\$13,275	\$15,935	\$0
Airport Road	\$18,296	\$19,013	\$0
Fairview Terrace	\$89,548	\$94,433	\$0
Hickory Ridge	\$6,230	\$6,661	\$0
Lower Hyde Park	\$58,699	\$62,683	\$0
Allison Run	\$25,736	\$24,763	\$0
Jennifer Lane	\$33,913	\$31,905	\$0
Overlook Drive	\$14,672	\$14,834	\$0
Hathaway Road	\$51,491	\$49,932	\$2,438
Jericho Street*	\$8,018	\$30,066	\$35,688
Quechee Main Street	\$0	\$0	\$21,125
Fall 2024 Subtotal	\$319,878	\$350,225	\$59,251
Fall 2024 Total	\$379,129	\$409,476	N/A
*Preconstruction approval for Grant in Aid reimbursement of up to \$33,500 for associated drainage improvements is pending, up to \$1,500 of it goes to TRPC for assistance they provide, resulting in \$32,00 towards town cost.			

The estimated cost comparison between bidders for paving and construction activities for the spring of 2025 are shown in Table 2 below with a 10% contingency for bonds, liquid asphalt adjustments and small overages.

Table 2

Calendar Year 2025 (FY25 Spring Paving)			
Street	Pike Cost	Blaktop Cost	ToH Cost
Jericho Street	\$126,968	\$123,008	\$0
Quechee Main Street	\$369,969	\$430,493	\$0
Spring 2025 Total	\$496,937	\$553,501	\$0

The estimated total cost comparison between bidders for paving and construction activities for FY25 are shown in Table 3 below with a 10% contingency for bonds, liquid asphalt adjustments, small overages, and Town cost included.

Table 3

Estimated FY25 Overall Paving Cost		
Description	Pike Cost	Blaktop Cost
Total FY25 Total	\$876,066	\$962,977

Impact: Pre-Approval construction under Grants in Aid FY25 Grant GA0789 is pending for the Town's work to be completed along Jericho Street. If approved this will net the Town \$32,000 in revenue. This work is scheduled for the fall of 2024 with reimbursement expected prior to activities in the spring of 2025.

The town has \$350,000 in reserves for paving that was encumbered from FY23 within P.O. #13492, GL #10-311-318-0000. The Town has also allocated \$600,000 within FY25 GL #10-311-318-0000 (Contracted Services) for paving for a total of \$950,000 in Town funding. If pre-construction approval under Grant GA0789 is approved the total available funding will be up to \$982,000.

The Town is expected to expense approximately \$59,251 on culvert replacements and drainage repairs/improvements leaving approximately \$890,749 for contracted paving services if preconstruction approval is not granted and \$922,749 if preconstruction approval is granted.

The total estimated cost for contracted services through Pike is currently estimated at \$816,815 including a small contingency.

The remaining funds, if not needed for overages or unexpected expenses will be utilized for maintenance paving pending a revaluation of roads and streets in the spring with priority given to the most deteriorated roads/streets.

Recommendation: It is the staff's recommendation that the Selectboard authorize the Department of Public Works to purchase supplies and materials up to a total of \$59,251 to replace associated culverts and make drainage repairs and improvements prior to paving.

Further, it is staff's recommendation that the Selectboard authorize the Town Manager to execute a contract with Pike Industries for a maximum amount of \$816,815 with the ability to execute change orders to facilitate additional maintenance paving or overages utilizing any unspent funds within the \$950,000 budget or from any GA0789 reimbursement revenues.

ATTENDANCE SHEET

BID/DATE: 8/9/24 PAVING

	Printed Name	Company	Signature
1	Kyle Cardillo	Blaktop Inc	Kyle Cardillo
2	John Grant	Pike Ind.	John Grant
3	Shirley NARDINE Brown	TOH - DPCW	Shirley Nardine Brown
4	Brian GAZDA	TOH - DPCW	Brian GAZDA
5			
6			
7			
8			
9			
10			

TOWN OF HARTFORD
171 BRIDGE STREET
WRJ, VT 05001

BID TABULATION SUMMARY
Bids Taken at the Town Manager's Office

Bid For: PAVING
DEPARTMENT: PUBLIC WORKS
DATE: 8/9/24
Tabulated BY: KIM / BRYAN

	Name & Address of Bidder	Bid			
1	BLAKTOP INC. PO BOX 5243 WEST LEBANON NH 03784	NO - WRAP # 862,829.85	20 % WRAP # 847,069.25	\$847,707.35	
2	PIKE INDUSTRIES	NO WRAP # 847,069.25	20 % WRAP # 775,765.25		
3					
4					
5					
6					
7					
8					
9					

FY25 Request for Paving Bids

Contact: Christopher Holzwarth, Project Manager
cholzwarth@hartford-vt.org
 Town of Hartford
 173 Airport Road
 White River Junction, Vermont 05001
 802-295-3622

RFP Issuance: July 26, 2024

RFP Response Deadline: August 9, 2024 @ 12:30 PM

The Town of Hartford, VT is accepting bids from Paving Contractors for cold plane asphalt milling, vertical structure adjustments, paving and shoulder work. The bidder shall perform all work in accordance with the attached Scope of Work and General Construction Notes and Requirements at the prices stated below. The Town will consider using mixes containing not more than 20% RAP (recycled asphalt product) in accordance with the current VTrans specifications.

SCOPE OF WORK

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Cold Plane Milling (Method C) (0-2")	19,963	SY	3.75	\$74,861.25
2.a	Asphalt Pavement (1.5" Type III Overlay)	3,227 (NO RAP)	TN	104.00	\$335,608.00
		3,227 20% RAP	TN	92.00	\$296,884.00
2.b	Asphalt Pavement (2" Type III Overlay)	1,665 NO RAP	TN	104.00	\$173,160.00
		1,665 20% RAP	TN	92.00	\$153,180.00
2.c	Asphalt Pavement (1-2" Type III & IV Shim	989 NO RAP	TN	104.00	\$102,856.00
		989 20% RAP	TN	92.00	\$90,988.00
2.d	Asphalt Pavement (Trench)	61 NO RAP	TN	132.00	\$8052.00
		61 (20% RAP)	TN	\$120.00	\$7320.00
3.a	Sewer Manhole Cover Adjustment	31	EA	800.00	\$24,800
3.b	Drain Manhole Cover Adjustment	14	EA	800.00	\$11,200
3.c	Catch Basin Grate Adjustment	20	EA	800.00	\$16,000
3.d	Gate Valve Box Adjustment	19	EA	450.00	\$8550.00
4	Asphalt Adjustment Factor	1	LU	\$ 1	\$ 1
5	Density Pay Factor	1	LU	\$ 1	\$ 1
10	Shoulder Gravel	49,700	LF	1.05	\$52,185.00
11	Painted Center and Fog Lines	95,180	LF	0.25	\$23,795.00
12	Payment & Performance Bond	1	LS	8,000	\$8,000
13	Bid Bond	1	LS	8,000	\$8,000
TOTAL (NO RAP)					\$ \$847,069.25
TOTAL (20% RAP)					\$ \$775,765.25

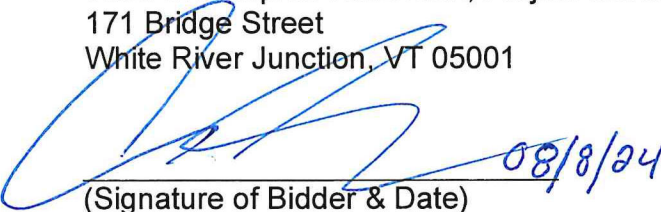
NOTE: Refer to the attached description of items for further detail of pay items. LS=Lump Sum, LF= Linear Foot, EA=Each, SF=Square Foot, SY=Square Yard, CY=Cubic Yard, LU=Lump Unit, TON= English tons, HR=Hour, RAP=Recycled Asphalt Product

Notes

1. Final payments will be based on the actual work completed and verified by measurements and slips.
2. Pages 1-2 of This Request for Bids are due Tuesday, August 7, 2024, at the Town Manager's Office, Attn: Christopher Holzwarth – Project Manager. Envelopes are to be sealed and clearly labeled "FY25 Paving Bids".
3. The Bidder hereby agrees to complete Calendar Year 2024 work listed in this RFP by on time, and calendar year 2025 work by June 30, 2025. In the event the work is not completed by June 30, 2024, the bidder agrees to pay as liquidated damages, the sum of five hundred (\$500.00) dollars for each consecutive calendar day until work is complete.
4. By submission of the Bid, the Bidder certifies that bid has been arrived at independently, without consultation, commitment or agreement as to any matter relating to the Bid with any other Bidder or with any competitor.
5. USPS, UPS, FEDEX and other deliveries shall be confirmed by the contractor. Unsealed, late, emailed, or faxed Bids will not be accepted.
6. Bids shall be opened publicly at the Town Managers Office at the due date/time and are expected to be awarded at the next available Selectboard Meeting.
7. Questions about this Request for Bids should be directed to Christopher Holzwarth, Project Manager (cholzwarth@hartford-vt.org). The cutoff date for contractor questions shall be no later than 3:00 PM on Friday, August 7, 2024. The TOWN shall issue an Addendum (if necessary) via email by 2:00 PM on Monday, August 5, 2024.

BID DUE DATE: Sealed bids, clearly marked "Paving Bids" on the outside, must be delivered to the Town Office no later than **12:30 PM Friday August 9, 2024:**

Town of Hartford
Town Manager's Office
Attn: Christopher Holzwarth, Project Manager
171 Bridge Street
White River Junction, VT 05001


(Signature of Bidder & Date)

Sales/Estimator

(Title of Bidder)

Pike Industries

(Contractor)

335 Plainfield Road

(Street/P.O. Box)

West Lebanon NH

(Town, State, Zip)

603-556-2869

(Phone # / fax#)

Competent Contract Supervisor:



years exp. 15

FY25 Request for Paving Bids

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cholzwarth@hartford-vt.org
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SCOPE OF WORK

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Cold Plane Milling (Method C) (0-2")	19,963	SY	6.20	123,770.60
2.a	Asphalt Pavement (1.5" Type III Overlay)	3,227 (NO RAP)	TN	90.25	291,236.75
		3,227 20% RAP	TN	86.75	279,942.25
2.b	Asphalt Pavement (2" Type III Overlay)	1,665 NO RAP	TN	90.25	150,266.25
		1,665 20% RAP	TN	86.75	144,438.75
2.c	Asphalt Pavement (1-2" Type III & IV Shim	989 NO RAP	TN	90.25	89,257.25
		989 20% RAP	TN	86.75	85,795.75
2.d	Asphalt Pavement (Trench)	61 NO RAP	TN	455.00	27,755
		61 (20% RAP)	TN	450.00	27,450
3.a	Sewer Manhole Cover Adjustment	31	EA	1,100	34,100
3.b	Drain Manhole Cover Adjustment	14	EA	1,100	15,400
3.c	Catch Basin Grate Adjustment	20	EA	1,100	22,000
3.d	Gate Valve Box Adjustment	19	EA	1,100	20,900
4	Asphalt Adjustment Factor	1	LU	\$ 1	\$ 1
5	Density Pay Factor	1	LU	\$ 1	\$ 1
10	Shoulder Gravel	49,700	LF	.70	34,790
11	Painted Center and Fog Lines	95,180	LF	.50	47,590
12	Payment & Performance Bond	1	LS		5,764
13	Bid Bond	1	LS		5,764
TOTAL (NO RAP)					\$862,829.85
TOTAL (20% RAP)					\$841,941.35

20% RAP 847,707.35

NOTE: Refer to the attached description of items for further detail of pay items. LS=Lump Sum, LF= Linear Foot, EA=Each, SF=Square Foot, SY=Square Yard, CY=Cubic Yard, LU=Lump Unit, TON= English tons, HR=Hour, RAP=Recycled Asphalt Product

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Town of Hartford
Town Manager's Office
Attn: Christopher Holzwarth, Project Manager
171 Bridge Street
White River Junction, VT 05001

Heck Williams 8/9/24
(Signature of Bidder & Date)

Estimator
(Title of Bidder)

Blaktop Inc
(Contractor)

73 Elm St W, West Lebanon, NH
(Street/P.O. Box) PO Box 5243

West Lebanon, NH 03784
(Town, State, Zip)

603-298-8885
(Phone # / fax#)

Competent Contract Supervisor: Heck Williams years exp. 54



TOWN OF HARTFORD SELECTBOARD MINUTES

Tuesday, August 6, 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; Gail Ostrout; David Briggs; Peggy Adams; Marcy Bartlett; Scott Bunzey; Jason Owens; Tish Owens

Present on Zoom: Marie Alvin, Bryan Gazda

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:

1. Consider Renewal for Application #S-000008624

Motion by Selectboard Member, Brandon Smith to approve the license renewal request. Selectboard Clerk, Mary Erdei seconded the motion. All were in favor and the motion passed.

2. Consider Renewal for Application #S-000008926

Motion by Selectboard Clerk, Mary Erdei, to approve the license renewal request. Selectboard Vice Chair, Kim Souza seconded the motion. All were in favor and the motion passed.

V. Order of Agenda: There were no changes to the order of agenda.

VI. Selectboard

1. Public Comment –

- a. David Briggs commented on the status of his efforts to re-develop the Coolidge Block in White River Junction.
- b. Marcy Bartlett expressed thanks for consultation by Police Department regarding speed signage and expressed dismay regarding the new Route 5 traffic configuration
- c. Marie Alvin commented on the new Route 5 traffic configuration and asked about the Brookside housing proposal and about the new Communications & media Specialist.

2. Selectboard Comments and Announcements

- a. Kim Souza commended the work of Town departments and encourages the public to review the Significant Activity report to learn more about what they have been working on. Souza also reminded folks that the State Primary Election is scheduled for Tuesday, August 13 with voting at the Hartford High School. Visit the Town Clerk page of the Town website for details.
- b. Brandon Smith expressed joy at getting to know his new dog.
- c. Mary Erdei commended the Fire Department regarding a recent rescue on Lily Pond Road.
- d. Ida Griesemer commented about the upcoming Primary election.

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. ARPA Funds Update and Re-Allocation Proposals

Finance Director Gail Ostrout updated the Selectboard on the status of ARPA-funded projects and about the possibility of re-allocating ARPA

funds by October 1, if designated projects cannot be obligated by then. Additional funding proposals were discussed. These discussions will be ongoing.

- b. Hartford Business Revolving Loan Fund Guideline Amendment
Planning & Development Director Lori Hirshfield proposed amending the HBRLF Guidelines regarding interest rates. **Selectboard Vice Chair, Kim Souza moved that the Selectboard approve amendments to Section B (5) of the Hartford Business Revolving Loan Fund Guidelines as proposed. Selectboard Member Lannie Collins seconded the motion. All were in favor and the motion passed.**
 - c. 2020 VCDP Revolving Loan Fund Guidelines
Planning & Development Director Lori Hirshfield proposed amending The 2020 VCDP Revolving Loan Fund Guidelines regarding interest rates. **Selectboard Vice Chair, Kim Souza moved that the Selectboard approve amendments to Section F (2) of the Vermont Community Development Program Revolving Loan Fund Guidelines as proposed. Selectboard Member Lannie Collins seconded the motion. All were in favor and the motion passed.**
 - d. .Acceptance of a Grant for South Main Street TIF Project Improvements
Planning & Development Director Lori Hirshfield proposed acceptance of a grant for South Main Street TIF project improvements. **Selectboard Member, Lannie Collins made a motion to accept a grant for South Main Street TIF project improvements and apply it towards the RF1-291.3.0 CWSRF loan balance. Selectboard Member Ida Griesemer seconded the motion. All were in favor and the motion passed.**
 - e. Adopt Necessity Resolution, Approve Warning and Bond Vote Form of Ballot for Fairview Terrace Reconstruction Project
Town Manager John Haverstock explained that certain documents required Selectboard approval and/or signatures in order to bring this project to the voters in the form of a Bond proposal. **Selectboard Vice Chair, Kim Souza moved that the Selectboard adopt the Necessity Resolution, Approve the Warning and the Bond Vote Form of Ballot drafted by Town counsel. Selectboard Member, Mary Erdei seconded the motion. All were in favor and the motion passed.**
 - f. Continued Discussion of Listening and Strategic Planning Sessions
Selectboard Vice Chair, Kim Souza updated the Selectboard on plans for a September 10 Listening Session at the Wilder Library and for a September 22 Strategic Planning Session at the West Hartford Library.
- VII. Commission
Reports: None
- VIII. Consent Agenda: **Selectboard Vice Chair, Kim Souza made the motion to approve the Consent Agenda. Selectboard Clerk, Mary Erdei seconded the motion. All were in favor and the motion passed.**
Approve Payroll Ending: 8/3/2024
Approve A/P Manifest of: 8/2/2024 & 8/8/2024
Approve Meeting Minutes of: 7/23/2024
Note: Already Approved Selectboard Meetings: 8/20/2024; 9/3/2024; 9/10/2024 (Listening Session); 9/17/2024 and 9/22/2024 (Strategic Planning Session)
- IX. Executive Session: None
- X. Adjourn the Selectboard Meeting: **Selectboard Vice Chair, Kim Souza made the motion to adjourn the Selectboard Meeting at 8:01 PM. Selectboard Member, Ida Griesemer seconded the motion. All were in favor and the motion passed.**

Mary Erdei, Selectboard Clerk
August 6, 2024 Selectboard
Meeting