



**TOWN OF HARTFORD
SELECTBOARD AGENDA
SPECIAL MEETING**

Tuesday, April 28, 2020, 6:00pm
Hartford Town Hall
171 Bridge Street
White River Junction, VT 05001

**This meeting will be conducted in compliance with
Vermont Open Meeting Law with electronic participation.**

<https://zoom.us/j/549799933> - Please mute your microphone.
[youtube.com/catv810](https://www.youtube.com/catv810) – click “live now”.

**If you're calling in from phone dial:
(415) 762-9988**

**Type in the Room ID: 549-799-933 followed by #
Press # a second time
Press *9 to raise your hand for public comment**

I. Call to Order the Selectboard Meeting

II. Local Liquor Control Board:

1. Renewals (tabled from April 21, 2020 meeting)
 - a. Piecemeal, LLC Doing Business As: Piecemeal Pies, 5 South Main Street, White River Junction, VT 05001 (1st Class)
2. Proposed Amendment to Town of Hartford Liquor Control Policy and Revision to Hartford 2021 Liquor License Additional Information Form (Motion Required)

III. Order of Agenda

IV. Selectboard

1. **Public, Selectboard Comments and Announcements: TBD**
2. **Board Reports, Motions & Ordinances**
 - a. Hartford Ad Hoc Committee on Coronavirus Response:
Update and Recommendations for Action (Motion Required)

- b. South Main Street Utility and Roadway Improvements Project Bid Analysis and Procurement Recommendation (Motion Required)
- c. **Executive Session: Discussion of a contract for which premature general public knowledge would clearly place the public body at a substantial disadvantage [I VSA §313(a)(1)(A)]**
- d. Legal Review of Grant Compliance (Motion Required)
- e. Bugbee Senior Center Roof Funding Options and Contract Award (Motion Required)

3. Adjourn the Selectboard Meeting: (Motion Required)

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 noon on the Wednesday preceding the scheduled meeting date. Requests received after that date will be addressed at the discretion of the Chair. Citizens wishing to address the board should do so during the Citizen Comments period.



TOWN OF HARTFORD

MUNICIPAL OFFICES

171 Bridge Street

White River Junction, Vermont 05001

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

website: www.hartford-vt.org



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

2020 LIQUOR LICENSE ADDITIONAL INFORMATION

PLEASE NOTE: ALL information must be completed.

Incomplete applications will be returned.

Date: 2/1/20 Applicant: Piecemal LLC

Doing Business As: Piecemal Pies

Mailing Address:

PO Box 296 White River Junction, VT 05001

Telephone Number(s): 802-281-6910

Other Contact Name: (if applicable) _____

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

Justin Barrett 3/10/83

Please list any violations any licensee, director, owner, stockholder has been charged with. If no violations, please answer "None".

YES

ALL Liquor/Tobacco License Violations PAST - PRESENT (including violations taking place on licensee's premises and/or charges against employee, etc.): If unsure of violations, contact DLC and obtain your records of violations. If no violations, please answer "None".

None

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

Licensee's Signature

JUSTIN BARRETT
Printed Name

02.01.2020
Date

Licensee's Signature

Printed Name

Date

2020 LIQUOR LICENSE RENEWAL APPLICATION
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9157-001-1RST-001

Page 1

License Year Beginning May 1, 2020 ending April 30, 2021

Fee: \$230.00 of which
\$115.00 is paid to town/city
\$115.00 is paid to DLC
Town: 14040 - HARTFORD

**MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS
FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING**

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Piecemeal, LLC

Licensee # 9157- 1

Doing Business As:

Piecemeal Pies

5 South Main Street

White River Junction VT 05001

Telephone: (802) 281-6910

Mailing Address:

P.O. Box 296

White River Junction VT 05001

PLEASE INCLUDE EMAIL ADDRESS:

justin@piecemealvt.com

Description of Premises:

1st class restaurant on first floor of a 3 story brick building
consisting of approximately 1,500 sq ft of restaurant and kitchen
space. Located on the east side of South Main Street, designated as #5
in the Village of White River Junction, Town of Hartford, Vermont.

Lessor:

Gates-Briggs Company

P.O. Box 85

White River Junction VT 05001

Last Enforcement Seminar: 09/13/2019

Filed Articles of Organization: **Yes**

Date Filed: 02/02/2016

Federal ID Number: 81-2644042

Majority of Members are US Citizens: **Yes**

**ATTACH AN ADDITIONAL SHEET TO THIS APPLICATION NOTING ANY NECESSARY CORRECTIONS OR CHANGES
AND UPDATES THAT HAVE OCCURRED DURING THE PAST YEAR.**

Limited Liability

Company	Name	Address	Town/City	State	Zip Code
Member	1. Barrett, Justin	53 Railroad St #1	South Royalton	VT	05068

Has any person been convicted or pleaded guilty to any criminal or motor vehicle offense in any court of law
(including traffic tickets by mail) during the last year? Yes ☒ No
If yes, please attach the following information: Individual's name, court/traffic bureau, offense and date

In the past year has any person held any elective or appointive state, county, city, village or town office in Vermont
(See VSA, T.7, Ch.9, Sec. 223)? Yes ☒ No

If yes, please attach the following information: Individual's name, office and jurisdiction

Vt. Dept. of Health Food License No.: 9224 9/24/2020 Exp.

Vt. Dept. of Health Lodging No.:

Vt. Tax Dept. Meals & Rooms Cert./Acct. No.: MRT-10126632-001

Disclosure of Non-profit Organization?: Yes ☒ No

ALL APPLICANTS MUST COMPLETE AND SIGN

The applicant understands and agrees that the Liquor and Lottery Control Board may obtain criminal history record information from State and Federal record repositories.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378 (b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We have registered the trade name of these premises with the Secretary of State.

Continued on next page

2020 LIQUOR LICENSE RENEWAL APPLICATION
FIRST CLASS RESTAURANT/BAR LICENSE TO SELL MALT AND VINOUS BEVERAGES

9157-001-1RST-001

Page 2

I/We hereby certify that the information in this application is true and complete.

Dated this 01 day of FEB, 2020

Signature of authorized agent
of corporation, company, club or association

Signature of individual or partners

[Signature]
COWNER
(Title)

Are you making this application for the benefit of any other party? Yes No

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

APPROVED

DISAPPROVED

Approved by Board of Control Commissioners of the City or Town of _____.

Total Membership _____, _____ members present

Attest, _____, Town Clerk

TOWN OR CITY CLERK SHALL MAIL APPROVED RENEWAL DIRECTLY TO:
DIVISION OF LIQUOR CONTROL
13 GREEN MOUNTAIN DRIVE
MONTPELIER, VT 05602

If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second class license application shall be considered binding except as taken or made at an open public meeting. VSA T-1, Sec. 312

2020 LIQUOR LICENSE RENEWAL APPLICATION
OUTSIDE CONSUMPTION PERMIT

9157-001-OUTC-001

Page 1
Fee: \$20.00
Paid to DLC

License Year Beginning May 1, 2020 ending April 30, 2021

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS
FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING

Applicant: Review all of the information presented on this form, indicating any changes in the spaces provided.

Applicant: Piecemeal, LLC

Licensee # 9157- 1

Doing Business As:

Piecemeal Pies
5 South Main Street
White River Junction VT 05001
Telephone: (802) 281-6910

Mailing Address:

P.O. Box 296
White River Junction VT 05001

PLEASE INCLUDE EMAIL ADDRESS:

Justin@Piecemealvt.com

Description of the delineated area is as follows:

Roped off area directly in front of restaurant. 10:00am - 10:00pm
year round use.

I/We hereby certify, under the pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32, Section 3113)

I/We hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or are in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, Section 795)

In accordance with 21 VSA, Section 1378(b), I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

I/We hereby certify that the information in this application is true and complete.

Dated this 07 day of FEB, 2020

Signature of authorized agent
of corporation, company, club or association

Signature of individual or partners

OWNER
(Title)

Are you making this application for the benefit of any other party? Yes No

MAKE CHECKS PAYABLE TO AND MAIL TO: VERMONT DIVISION OF LIQUOR CONTROL
13 GREEN MOUNTAIN DRIVE
MONTPELIER, VT 05602

----- LOCAL COMMISSIONER SECTION BELOW -----

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the application and transmit it to the Liquor and Lottery Control Board for suitable action thereon, before any License may be granted. For the information of the Liquor and Lottery Control Board, applications shall carry the signature of each individual commissioner registering either approval or disapproval.

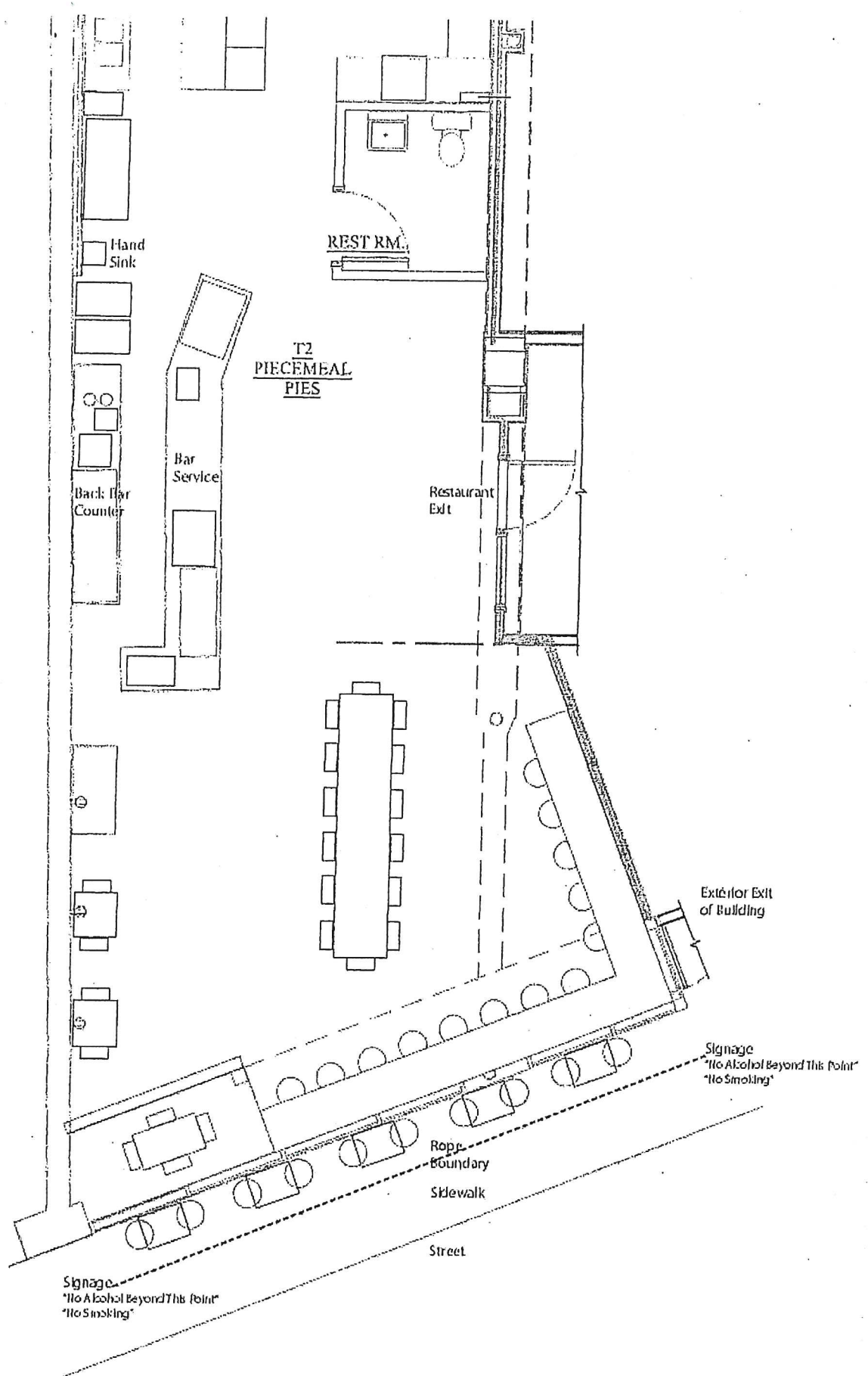
APPROVED

DISAPPROVED

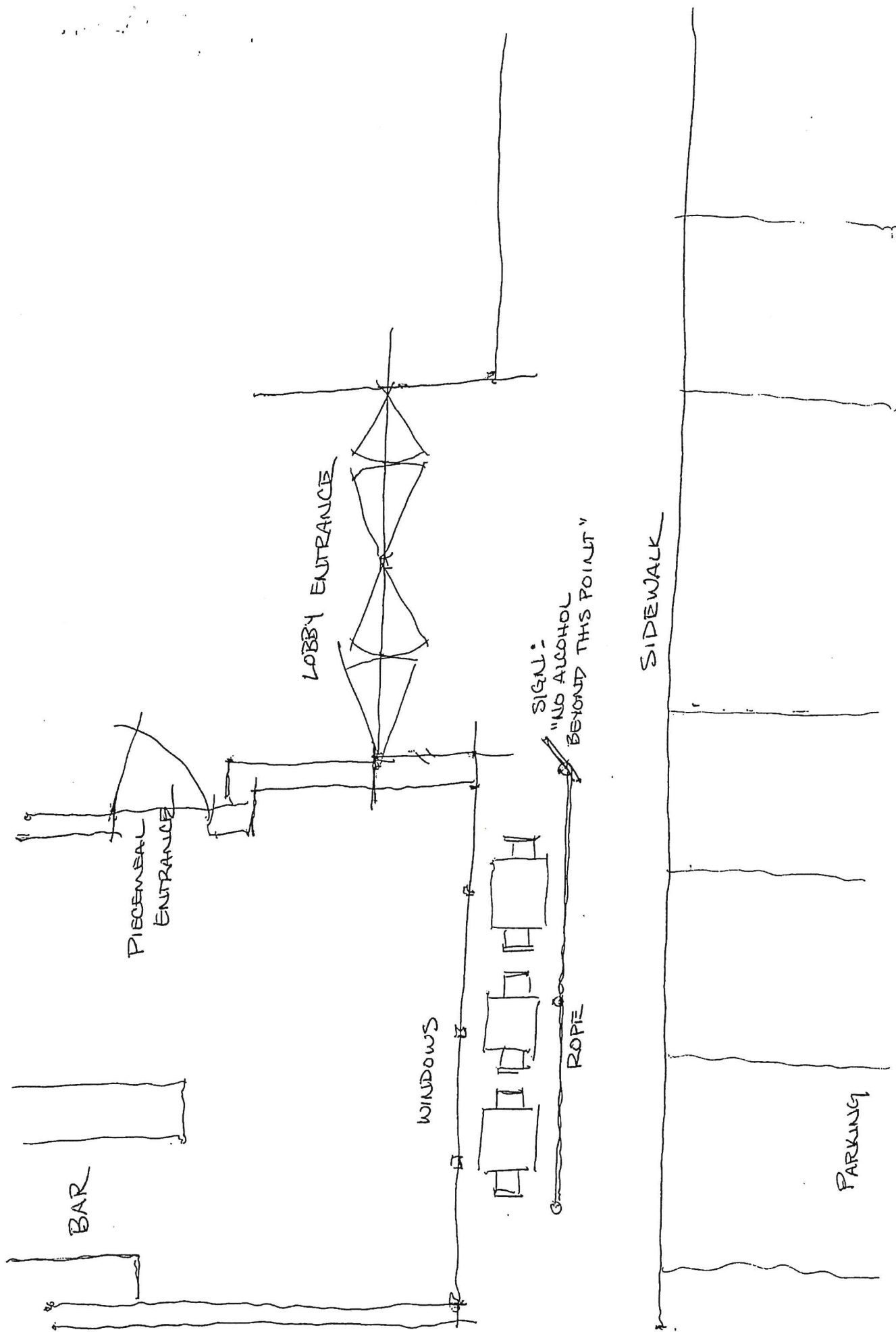
Approved by Board of Control Commissioners of the City or Town of _____.

Total Membership _____, _____ members present

Attest, _____, Town Clerk



1 OUTSIDE CONSUMPTION AREA
5 South Main Street



PIECEMEAL PTES-2017



TOWN OF HARTFORD

MUNICIPAL OFFICES

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PLEASE NOTE: ALL information must be completed.

Incomplete applications will be returned.

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Doing Business As: Piecemal Pies

Mailing Address:

PO Box 296 White River Junction, VT 05001

Telephone Number(s): 802-281-6910

Other Contact Name: (if applicable) _____

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

Justin Barrett 3/10/83

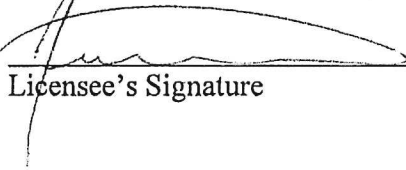
Please list any violations any licensee, director, owner, stockholder has been charged with. If no violations, please answer "None".

None

ALL Liquor/Tobacco License Violations PAST - PRESENT (including violations taking place on licensee's premises and/or charges against employee, etc.): If unsure of violations, contact DLC and obtain your records of violations. If no violations, please answer "None".

None

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



Licensee's Signature

JUSTIN BARRETT

Printed Name

02.01.2020

Date

Licensee's Signature

Printed Name

Date

Memo

To: Lisa O'Neil, Sherry West

From: Chief Phillip Kasten

Date: February 7, 2020

Re: Liquor Licenses

The following establishments and persons listed on the application have been checked through the Hartford Spillman system as well as the State of Vermont Spillman system. This check did not yield anything recent that would have a negative impact on their respective application.

**Piecemeal Pies
5 South Main St**

Justin Barrett

Inspection Summary

Hartford Fire Department

Inspection 3519



Inspection

Type Liquor License
Status Completed/Closed
Inspector Thomas Peltier
Unit Number HFCR3
Shift FI

Scheduled 03/24/2020 00:00
Inspected On 03/24/2020 11:00
Finished At 03/24/2020 12:00
Next Inspection
Scheduled
Inspection Length 1.00

Occupant

Occupant Name Piecemeal Pies
Building Name
Contact Name Justin Barrett
Address 5 S MAIN ST
City, State and Zip White River Junction, VT 05001-
Phone 802-683-5502

Owner

Owner / Company Margaret & David Briggs - 802-683-5502
Contact Name
Address Po Box 515
City, State and Zip White River Junction, VT 05001-
Phone

Comments

Violation Summary

Status	Violation	Location
Closed	- Liquor License Inspection Restaurant is currently closed due to health crisis. Full inspection will be performed when restaurant is back in operation.	Building

Tickler History

Date	Type	Inspector	Narrative
------	------	-----------	-----------

Signatures

Inspector


Thomas Peltier
3/30/20
Date



AGENDA MEMORANDUM

April 28, 2020

Town Selectboard Meeting Item: II.2

Submitted by: Lisa O'Neil, Town Clerk

Subject: **Proposed Amendment to Town of Hartford Liquor Control Policy and Revision to Hartford 2021 Liquor License Additional Information Form**

Background: The current Liquor License Additional Information Sheet as part of the Town of Hartford application process does not specify a timeframe for violations by licensees, directors, owners, stockholders or for Liquor/Tobacco License Violations including on licensee's premises and/or against employee. Recently, a discussion occurred with the Hartford Local Liquor Control Board regarding the timeframe the violations should cover.


Discussion: The Town Clerks recommend the LLC consider the following changes to the Policy:

Section I-Processing New Applications: Require a 3-year history of: 1) any violations a licensee, director, owner, stockholder has been charged with AND 2) a list of ALL LIQUOR/TOBACCO License Violations on premises and/or charges against employee, etc.

Section II-License Renewals: Require an 18-month history of : 1) any violations a licensee, director, owner, stockholder has been charged with AND 2) a list of ALL LIQUOR/TOBACCO License Violations on premises and/or charges against employee, etc.

Financial Impact: None

Recommendation: Approve the proposed amendments to the Local Liquor Control Policy establishing time limits on disclosure of past violations on application form and authorize the revisions to the forms for 2021 applications.


Town Manager

Attachments: Proposed Amendment to Selectboard Policy #3: Liquor Control Policy and Procedures



Town of Hartford, Vermont

SB Policy #3: Liquor Control Policies and Procedures

In its capacity as the Local Liquor Control Board (LLCB), as established by 7 V.S.A. §166, The Town of Hartford Selectboard establishes these policies and procedures associated with approval of Vermont Department of Liquor Control (VDLC) applications, including, but not limited to, new and renewing Liquor Licenses, Outside Consumption Licenses, Requests to Cater, Art Gallery Permits, Bookstore Permits, Special Event Permits, and Festival Event Permits.

SECTION I- Processing of New Applications:

First Class, Second Class Liquor License, Caterers License, Outside Consumption License:

- a) New applications will be submitted to the Town Clerk with the appropriate fees payable to the Town of Hartford and/or the Vermont Department of Liquor Control (VDLC).
- b) Requests for Outside Consumption Licenses (New/Renewal) must be accompanied by a sketch of the defined outside area. Sketch must also include location of exits, location of bathrooms, and location where alcohol is being served (bar area). Application must include a 3-year history of: 1) any violations a licensee, director, owner, stockholder has been charged with AND 2) a list of ALL LIQUOR/TOBACCO License Violations on premises and/or charges against employee, etc.
- c) The Town Clerk will scan and email the application to the Hartford Police and Fire Department. The Hartford Police Department will conduct a background check on all *applicants listed on the application and make recommendation (**Applicant is defined as the individuals and the Limited Liability Company or Corporation or other entity listed on the application. Additional fees apply to cover the cost of background checks*) The Hartford Fire Department will conduct a fire inspection of the establishment. If the establishment passes the fire inspection, the Hartford Fire Department will forward a copy of the inspection report to the Hartford Town Clerk's office to be filed with the application.
- d) Upon approval by the Hartford Police and Fire Departments, the Town Clerk will deliver a copy of the application to the Town Manager's Office for consideration at the next regularly scheduled meeting of the Selectboard, LLCB. New License applicants will be

required to attend the Selectboard, LLCB meeting. The Town Clerk's Office will notify the New License applicants of the Selectboard, LLCB meeting date that pertains to their application. Renewal applicants with violations during the previous license period must also appear before the Selectboard, LLCB.

- e) The Selectboard acting as LLCB will review the applications and interview the applicants. Upon completion of the interview and application review, the Selectboard, LLCB may take action on the application before them.
- f) If approved by the Selectboard, LLCB, the Town Clerk will sign the application and mail it to VDLC, along with the required fees paid by the applicant.

SECTION II - License Renewals:

Liquor Licenses run from May 1st through April 30th, and are generally renewed in the first few months of the calendar year.

- a) Upon receipt of the renewal applications via email :from VDLC, the Town Clerk will print out the applications and any additional information necessary to send to the applicants, and mail the renewals and support materials to the applicants by January 31st each year, or as soon thereafter as practically possible. **Renewal applications must include an 18-month history of: 1) any violations a licensee, director, owner stockholder has been charged with AND 2) a list of ALL LIQUOR/TOBACCO License Violations and/or charges against employee, etc.** Renewal applications must be returned by the deadline established by the Town Clerk to ensure there are no delays in the licensing process.
- b) Once received, the Town Clerk will scan and email the applications to the Hartford Police and Fire Department. The Hartford Police Department will conduct a background check on all *applicants listed on the application and make recommendation to the Town of Hartford Selectboard, LLCB. (**Applicant is defined as the individuals and the Limited Liability Company or Corporation or other entity listed on the application. Additional fees apply to cover the cost of background checks.*) The Fire Department will conduct annual fire inspections of any establishment at which an assembly of 50 or more people is a usual occurrence. If the establishment passes the fire inspection, the Hartford Fire Department will forward a copy of the inspection report to the Town Clerk's office to be filed with the applications. If the establishment does not typically hold assemblies of 50 or more people, the Hartford Fire Department may choose to inspect the property on a biennial basis rather than yearly.
- c) Upon approval by the Hartford Police and Fire Departments, the Town Clerk will provide to the Town Managers Office a listing of all applicants and a copy of the licenses to the Selectboard for consideration at the next regularly scheduled meeting.

- d) At the Selectboard LLCB meeting, the Selectboard will review the applications and may choose to interview the applicants as necessary. Upon completion of the review and interview process (if conducted), the Selectboard LLCB may take action on the applications before them. Renewal applicants with violations during the previous license period must also appear before the Selectboard, LLCB.
- e) If approved by the LLCB, the Town Clerk will sign the applications and mail to VDLC, along with the required fees.

SECTION III - Processing of Requests to Cater Permits, Art Gallery Permits, Book Store Permits, Special Event Permits, & Festival Event Permits:

- a) The application will be submitted to the Town Clerk with the appropriate fees payable to the Town of Hartford and/or the Department of Liquor Control (VDLC). All applications must be accompanied by a sketch defining the area. Sketch must also include location of exits, location of bathrooms, and location where alcohol is being served (bar area).
- b) The Town Clerk will review the application to ensure the applicant has valid Liquor or Caterers License and/or a valid Certificate from the (VDLC) along with the required documentation. If the applicant meets the above stated requirements, the Town Clerk will send the application to the Town Manager for consideration.
- c) The Selectboard, LLCB authorizes the Town Manager to use sole discretion to approve or disapprove Request to Cater, Art Gallery Permit, Book Store Permit, Special Event Permit, and Festival Event Permit applications based upon the information provided within the permit/application. Applicant has the right to appeal decisions made by the Town Manager. Final decisions will be made by the Selectboard, LLCB at the next regularly scheduled Selectboard, LLCB meeting.
- d) Once approved, the Town Clerk will sign and mail the application to the VDLC along with the required fee. The Town Clerk will provide a copy of approved applications to the Hartford Police/Fire Department and the Town Managers Office for information at the next regularly scheduled meeting of the Town of Hartford Selectboard, LLCB.

This policy is effective upon passage by the Town of Hartford Selectboard, acting as the Local Liquor Control Commission.

Adopted by the Town of Hartford Selectboard on the 28th of April, 2020.

Dan Fraser, Selectboard Chair

Alan Johnson, Selectboard Member

Simon Dennis, Selectboard Vice Chair

Joe Major, Selectboard Member

Dennis Brown, Selectboard Clerk

Kim Souza, Selectboard Member

Alicia Barrow, Selectboard Member

Attest:

Lisa O’Neil, Town Clerk, Hartford, Vermont



AGENDA MEMORANDUM

April 28, 2020

Special Selectboard Meeting Item: IV.2.a

Submitted by: Brannon Godfrey, Town Manager

Subject: **Hartford Ad Hoc Committee on Coronavirus Response: Update and Recommendations for Action (Motion Required)**

Background: During April, the Selectboard has considered and approved recommendations for action from the Committee. These included approving the recommended mask program, directing the Town Manager to advertise and appoint a Deputy Town Health Officer, amending the Committee charge, issuing a letter to out-of-state homeowners, and developing a communications model.


The solicitation for volunteer mask-making was issued on Friday, April 17. The Town Manager, Human Resource Director and Town Health Officer developed the ad and selection process for the Deputy Health Officer on Friday, April 17. The Town Manager shared the revised Committee Charge with the Committee via its share document drive on Wednesday, April 15. The letter to out-of-state homeowners had been drafted and will be mailed on Monday April 27. The communications model is in development.

Discussion: As of the posting of this agenda, the second reports and recommendations of the subgroups and the Committee had not yet been received. It meets at 4pm on Friday, April 24. Those reports and recommendations will be forwarded to the Selectboard prior to the meeting.

Financial

Impact: To be determined

Recommendation: Consider motions to approve recommendations forthcoming from the Ad Hoc Committee on Coronavirus Response.



Town Manager

Attachment: April 24 Committee Reports and Recommendations (To Be Added on or before Monday, April 27)

Hartford Ad Hoc Committee on Coronavirus Response Meeting Minutes

4/24/20 @ 4:00 PM | Via Zoom

Committee Attendance: Kristi Clemens (Chair), Sue Buckholz (Vice-Chair), Simon Dennis (Secretary), Becky Chollet, Barbara Farnsworth, Brannon Godfrey, Brett Mayfield, Martha McDaniel, Deborah Scribner, Becca White, Dan Fraser, Gail Ostrout, Scott Cooney.

Community Attendance: Margaret Fanning, Aileen Lem, Jack Spicer, Michael Redmond.

Kristi Clemens called the meeting to order at 4:05.

Martha moved passage of the minutes of the 4/17 meeting. Sue Seconded, All were in favor and the motion carried.

Kristi called for Town reports.

Brannon Godfrey reported that the draft and preparation of the letter to out-of-state homeowners is underway. The Town is now working on the mailing list. Letter is projected to go out on Monday. He mentioned the ET Alert system which will run alongside the information dissemination plan that has been discussed and advanced by this committee.

Brett Mayfield reported that there have been a lot of calls regarding the Governor's latest statement. Working well with members of the different villages.

Scott Cooney reported that he is continuing with routine calls on Monday and Tuesday and reviewing these on Fridays and Monday.

Slow-the-Spread Workgroup

Martha McDaniel reported that we now have a bin donated by Cassella. She is delighted that Fat Hat Factory has given 50 masks so far. They have been washed and packaged. The group will be working on distributing to citizens. Pipeline is open. Brannon has updated the town website to include the Governor's latest releases. Brannon and Brett revised the town infographic to include mask instructions and resource list. Communications and masks are our focus.

Supporting Medical Professionals

Scott Cooney reported that the group has not met.

Preserving the Economy

Brannon reported that the survey went out and now has 14 responses. We talked about a concept that staff is developing in conjunction with the Hartford HBRLF zero-interest loans in the \$1-2K range to small businesses with payment deferred for 1 year and a

review at the end of the year to assess businesses ability to pay. Town Staff will report about how this can work out. The Group also talked about ideas to raise funds for small businesses, including possibly the Town contributing to a fund. The Group also discussed the possibility of convening property owners to discuss barriers to keeping business tenants in place. They will now be focussed on analyzing responses. Becca suggested gathering email addresses of business owners. Becky mentioned that the Group is also responsible for supporting the economic sustainability of individuals and families.

Food Workgroup

Barbara Farnsworth reported that Jack Spicer attendanded their meeting regarding community gardens. They are discussing the potential for advancing the program. Barbara convened a multi-sector meeting to discuss food provision. They also discussed the possibility of a Town Farm that Chuck if following up on. Martha mentioned that there may be farms that supply restaurants, that may be a source of food while restaurants are closed. Michael added that he was very impressed with the response regarding the Sunday Gap. The Haven has seen numbers climbing. About 90 households are coming to the Haven Foodbank daily, about 40 more than normal with approximate 15% growth daily. Martha wondered about the Meals-Ready-to-Eat program. Distributing meals at airports. Kristi suggested that messaging could encourage participation by families who have not received support in the past. Sue mentioned that there has been efforts to continue the work of Hartford Farmers Market, and that they may benefit from publicity.

Committee Report

Kristi said she will be working on the report due at the end of April this weekend. Simon Dennis mentioned that there may be advantages to bump the deadline to May 5th. The Committee agreed that this would be advantageous. Brannon said he would let the Selectboard know about the change.

Other Topics

Becky Chollet suggested that the Supporting Medical Professionals could be reassigned. Simon mentioned that it would be good to have a focus on forecasting the rate of spread in relationship to different community practices.

Becca White said she would be happy to describe an additional workgroup and mentioned some possible focus areas. Michael mentioned that UV Strong is adding a new focus on housing as aspects of the economic recovery as well as opportunities for building affordable housing. Becky Chollet offered to join Becca in framing a new committee and mentioned that the Town planning ahead for the property Taxes that are going to be due in August. Becky also recognized that we are not thinking about the

emotional health of the members of the Town. Brannon mentioned that the Town is thinking about both issues but that it had not come before the Selectboard. Jack mentioned that the Town will be hiring for the Community Wellness officer, and asked if there might be interest in bringing this officer before the end of the fiscal year. Brannon said that there may not be money to do so.

After some discussion about schedules, **it was agreed that each Subgroup will have recommendations into the [Final Report Folder](#) no later than Thursday, April 30th at 4:00 PM.**

Martha moved to adjourn. Becky seconded. The meeting adjourned at 5:07.

Submitted by Simon Dennis, Committee Secretary.



AGENDA MEMORANDUM

April 28, 2020

Special Selectboard Meeting Item: IV.2.b

Submitted by: Hannah Tyler, Director of Public Works

Subject: South Main Street Utility and Roadway Improvements Project Bid Analysis and Procurement

Background: On April 20th, 2020, bids were received for Phase 1 of the South Main Street reconstruction project. This project is the culmination of several years of planning, design, and funding coordination to address deficiencies in our utility infrastructure, stormwater system, the retaining wall, and roadway. The project extends from Nutt Lane to a location near Gates Street.

Discussion: Five bids were received by the April 20th, 2020 deadline. The total base bids with the add alternate bid item (for additional retaining wall pieces if needed) are below:

- Munson Earth-Moving, Williston, Vermont: \$1,899,411.00
- Nott's Excavating, Hartford, Vermont: \$1,899,482.60
- Zaluzny Excavating, Vernon, Vermont: \$2,855,795.00
- J.A. MacDonald, Lyndon Center, Vermont: Incomplete bid package (unresponsive)*
- J.P. Sicard, Barton, Vermont: Incomplete bid package (unresponsive)*

** Note: neither J.A. MacDonald or J.P. Sicard's total price were close to being low bid. As their bid packages were incomplete, our consultants did not do a full analysis and tabulation on their pricing.*

Our consulting engineer's (Aldrich and Elliott) estimate for the total base bid with the add alternate bid time is \$2,561,006. Aldrich and Elliott evaluated the bids as noted in the attached memo.

Section 9.3 of the Town of Hartford Purchasing Policy includes a provision for a 5% allowance for a Hartford business's bid to be considered 'low bid'. However, it specifically states that the provision is only applicable if supported by the funding source. The difference between the low bid and second lowest bidder (a Hartford business) is \$71.60, which equates to approximately 0.0038% of the bid price.

Staff and consulting engineer have discussed this with Agency of Natural Resources (ANR), which provides the majority of the funding for this project through Revolving Loans. ANR advises that the Town of Hartford's Purchasing Policy was not specifically referenced in the bid documents, and therefore it is unlikely that they would support the Town if the bid were awarded to Nott's and Munson Earth-moving contested it. A contested bid process would likely cost the Town substantial amounts of money that would be considered non-reimbursable expenses and possibly delay the project another year (which would most likely lead to much higher construction and engineering expenses, not to mention worsening conditions on South Main Street).

In conversations with our consulting engineer, they have expressed confidence from prior experience in the ability of Munson Earth Moving to perform.

Financial Impact: Substantial and most likely impossible to estimate in the event of a contested bid award.

Recommendation: The bid award is scheduled for the May 5 Selectboard meeting. The purpose of this agenda item is for Selectboard discussion and guidance on either moving forward with the recommendation from the ANR or consider the local bidder.

Attachments: Bid Tabulation Completed by Aldrich and Elliott
Memorandum from Aldrich and Elliott
Purchasing Policy


Town Manager

				Engineer's Estimate		Munson Earth-Moving Corporation		Notts Excavating, Inc.		Zaluzny Excavating		J. A. McDonald		J.P. Sicard, Inc.	
ITEM NO.	DESCRIPTION OF ITEM	BID QUANTITY	UNIT	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
BASE BID															
A - Waterline															
A- 1	8" DI CL52 Waterline	40	L.F.	\$ 99.00	\$ 3,960.00	\$ 134.00	\$ 5,360.00	\$ 130.00	\$ 5,200.00	\$ 130.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -
A- 2	8" DI Waterline in Contaminated Soils	10	L.F.	\$ 120.00	\$ 1,200.00	\$ 306.00	\$ 3,060.00	\$ 140.00	\$ 1,400.00	\$ 150.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
A- 3	12" DI CL52 Waterline	1,700	L.F.	\$ 131.00	\$ 222,700.00	\$ 140.00	\$ 238,000.00	\$ 140.00	\$ 238,000.00	\$ 160.00	\$ 272,000.00	\$ -	\$ -	\$ -	\$ -
A- 4	12" DI Waterline in Contaminated Soils	100	L.F.	\$ 152.00	\$ 15,200.00	\$ 310.00	\$ 31,000.00	\$ 156.00	\$ 15,600.00	\$ 200.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
A- 5	12" PVC Gravity Sewer	100	L.F.	\$ 136.00	\$ 1,360.00	\$ 132.00	\$ 1,320.00	\$ 130.00	\$ 1,300.00	\$ 100.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
A- 6	12" SDR 35 PVC Storm Drain	200	L.F.	\$ 125.00	\$ 25,000.00	\$ 89.00	\$ 17,800.00	\$ 145.00	\$ 29,000.00	\$ 110.00	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -
A- 7	12" C-HDPE Storm Drain	100	L.F.	\$ 99.00	\$ 9,900.00	\$ 85.00	\$ 8,500.00	\$ 143.00	\$ 14,300.00	\$ 110.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -
A- 8	15" C-HDPE Storm Drain	230	L.F.	\$ 104.00	\$ 23,920.00	\$ 88.00	\$ 20,240.00	\$ 118.00	\$ 27,140.00	\$ 120.00	\$ 27,600.00	\$ -	\$ -	\$ -	\$ -
A- 9	18" C-HDPE Storm Drain	175	L.F.	\$ 125.00	\$ 21,875.00	\$ 99.00	\$ 17,325.00	\$ 124.00	\$ 21,700.00	\$ 130.00	\$ 22,750.00	\$ -	\$ -	\$ -	\$ -
A- 10	30" C-HDPE Storm Drain	20	L.F.	\$ 157.00	\$ 3,140.00	\$ 144.00	\$ 2,880.00	\$ 170.00	\$ 3,400.00	\$ 150.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
B - Waterline Appurtenances															
B- 1	Fire Hydrant Branch Connections	4	EA.	\$ 7,349.00	\$ 29,396.00	\$ 7,000.00	\$ 28,000.00	\$ 5,584.00	\$ 22,336.00	\$ 5,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
B- 2	4" Gate Valve	1	EA.	\$ 2,624.00	\$ 2,624.00	\$ 625.00	\$ 625.00	\$ 732.00	\$ 732.00	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -
B- 3	6" Gate Valve	12	EA.	\$ 2,887.00	\$ 34,644.00	\$ 800.00	\$ 9,600.00	\$ 850.00	\$ 10,200.00	\$ 1,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -
B- 4	8" Gate Valves	2	EA.	\$ 3,149.00	\$ 6,298.00	\$ 1,150.00	\$ 2,300.00	\$ 1,193.00	\$ 2,386.00	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
B- 5	12" Gate Valves	4	EA.	\$ 3,412.00	\$ 13,648.00	\$ 2,100.00	\$ 8,400.00	\$ 2,138.00	\$ 8,552.00	\$ 2,500.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
B- 6	3/4" CU Service	430	L.F.	\$ 52.00	\$ 22,360.00	\$ 54.00	\$ 23,220.00	\$ 80.00	\$ 34,400.00	\$ 50.00	\$ 21,500.00	\$ -	\$ -	\$ -	\$ -
B- 7	3/4" Curbstop & Box	23	EA.	\$ 524.00	\$ 12,052.00	\$ 1,100.00	\$ 25,300.00	\$ 152.00	\$ 3,496.00	\$ 200.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -
B- 8	3/4" Corporation	23	EA.	\$ 524.00	\$ 12,052.00	\$ 75.00	\$ 1,725.00	\$ 100.00	\$ 2,300.00	\$ 200.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -
B- 9	1" CU Service	100	L.F.	\$ 68.00	\$ 6,800.00	\$ 60.00	\$ 6,000.00	\$ 81.00	\$ 8,100.00	\$ 60.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
B- 10	1" Curbstop & Box	3	EA.	\$ 577.00	\$ 1,731.00	\$ 1,200.00	\$ 3,600.00	\$ 195.00	\$ 585.00	\$ 300.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -
B- 11	1" Corporation	3	EA.	\$ 577.00	\$ 1,731.00	\$ 85.00	\$ 255.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -
B- 12	2" CU Service	45	L.F.	\$ 104.00	\$ 4,680.00	\$ 106.00	\$ 4,770.00	\$ 72.00	\$ 3,240.00	\$ 70.00	\$ 3,150.00	\$ -	\$ -	\$ -	\$ -
B- 13	2" Curbstop & Box	3	EA.	\$ 787.00	\$ 2,361.00	\$ 1,450.00	\$ 4,350.00	\$ 517.00	\$ 1,551.00	\$ 600.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -
B- 14	2" Corporation	3	EA.	\$ 787.00	\$ 2,361.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -
B- 15	4" DI CL52 Water Service	15	L.F.	\$ 68.00	\$ 1,020.00	\$ 215.00	\$ 3,225.00	\$ 111.00	\$ 1,665.00	\$ 150.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -
B- 16	6" DI CL52 Water Service	225	L.F.	\$ 78.00	\$ 17,550.00	\$ 220.00	\$ 49,500.00	\$ 200.00	\$ 45,000.00	\$ 160.00	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -
B- 17	Cut and Cap Existing Mains 4" Dia. Or Larger	2	EA.	\$ 3,674.00	\$ 7,348.00	\$ 4,000.00	\$ 8,000.00	\$ 4,285.00	\$ 8,570.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
B- 18	Connections to Existing Mains 4" Dia. Or Larger	2	EA.	\$ 3,674.00	\$ 7,348.00	\$ 7,000.00	\$ 14,000.00	\$ 6,831.00	\$ 13,662.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
B- 19	Replace Manhole Frame, Cover, and Risers	9	EA.	\$ 1,837.00	\$ 16,533.00	\$ 2,000.00	\$ 18,000.00	\$ 632.00	\$ 5,688.00	\$ 1,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -
B- 20	Replace Catch Basin Frame, Cover, and Risers	2	EA.	\$ 1,574.00	\$ 3,148.00	\$ 1,475.00	\$ 2,950.00	\$ 568.00	\$ 1,136.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
B- 21	Sewer Manhole Cementitious Lining	65	EA.	\$ 314.00	\$ 20,410.00	\$ 170.00	\$ 11,050.00	\$ 165.00	\$ 10,725.00	\$ 100.00	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -
B- 22	4" Diameter Sewer Manhole	20	V.F.	\$ 682.00	\$ 13,640.00	\$ 800.00	\$ 16,000.00	\$ 400.00	\$ 8,000.00	\$ 600.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -
B- 23	Replace 12" x 4" Sewer Service Wye	1	EA.	\$ 288.00	\$ 288.00	\$ 2,080.00	\$ 2,080.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -
B- 24	Replace 12" x 6" Sewer Service Wye	1	EA.	\$ 314.00	\$ 314.00	\$ 2,160.00	\$ 2,160.00	\$ 7,000.00	\$ 7,000.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
B- 25	Replace 15" x 4" Sewer Service Wye	1	EA.	\$ 367.00	\$ 367.00	\$ 2,200.00	\$ 2,200.00	\$ 7,000.00	\$ 7,000.00	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ -	\$ -
B- 26	Replace 15" x 6" Sewer Service Wye	1	EA.	\$ 419.00	\$ 419.00	\$ 2,300.00	\$ 2,300.00	\$ 7,000.00	\$ 7,000.00	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -
B- 27	4" PVC Building Sewer Service	20	L.F.	\$ 110.00	\$ 2,200.00	\$ 170.00	\$ 3,400.00	\$ 75.00	\$ 1,500.00	\$ 140.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -
B- 28	6" PVC Building Sewer Service	20	L.F.	\$ 115.00	\$ 2,300.00	\$ 182.00	\$ 3,640.00	\$ 75.00	\$ 1,500.00	\$ 150.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
B- 29	Trim Protruding Service	14	EA.	\$ 262.00	\$ 3,668.00	\$ 57.00	\$ 798.00	\$ 55.00	\$ 770.00	\$ 400.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -
B- 30	Reinstate Services	62	EA.	\$ 572.00	\$ 35,464.00	\$ 170.00	\$ 10,540.00	\$ 165.00	\$ 10,230.00	\$ 100.00	\$ 6,200.00	\$ -	\$ -	\$ -	\$ -
B- 31	12" Cured In Place Pipe Lining	235	L.F.	\$ 68.00	\$ 15,980.00	\$ 46.00	\$ 10,810.00	\$ 44.00	\$ 10,340.00	\$ 110.00	\$ 25,850.00	\$ -	\$ -	\$ -	\$ -
B- 32	15" Cured In Place Pipe Lining	1,500	L.F.	\$ 73.00	\$ 109,500.00	\$ 62.00	\$ 93,000.00	\$ 60.00	\$ 90,000.00	\$ 80.00	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -
B- 33	18" Cured In Place Pipe Lining	30	L.F.	\$ 83.00	\$ 2,490.00	\$ 142.00	\$ 4,260.00	\$ 137.00	\$ 4,110.00	\$ 1,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
B- 34	5' Diameter Storm Drain Manhole	5	V.F.	\$ 787.00	\$ 3,935.00	\$ 2,450.00	\$ 12,250.00	\$ 700.00	\$ 3,500.00	\$ 700.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
B- 35	24" x 24" Catch Basin	125	V.F.	\$ 498.00	\$ 62,250.00	\$ 650.00	\$ 81,250.00	\$ 631.00	\$ 78,875.00	\$ 600.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -
B- 36	3' Diameter Catch Basin	15	V.F.	\$ 498.00	\$ 7,470.00	\$ 500.00	\$ 7,500.00	\$ 631.00	\$ 9,465.00	\$ 600.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -
B- 37	8" x 27" Storm Drain Tap Replacement	1	EA.	\$ 787.00	\$ 787.00	\$ 3,000.00	\$ 3,000.00	\$ 1,300.00	\$ 1,300.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
B- 38	8" x 30" Storm Drain Tap Replacement	1	EA.	\$ 892.00	\$ 892.00	\$ 3,050.00	\$ 3,050.00	\$ 1,300.00	\$ 1,300.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
B- 39	12" x 27" Storm Drain Tap Connection	7	EA.	\$ 1,154.00	\$ 8,078.00	\$ 3,200.00	\$ 22,400.00	\$ 2,000.00	\$ 14,000.00	\$ 700.00	\$ 4,900.00	\$ -	\$ -	\$ -	\$ -
B- 40	12" x 30" Storm Drain Tap Connection	6	EA.	\$ 1,259.00	\$ 7,554.00	\$ 3,250.00	\$ 19,500.00	\$ 2,000.00	\$ 12,000.00	\$ 700.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -
B- 41	18" x 30" Storm Drain Tap Connection	1	EA.	\$ 1,469.00	\$ 1,469.00	\$ 3,700.00	\$ 3,700.00	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -
B- 42	Biofiltration Box	1	EA.	\$ 20,998.00	\$ 20,998.00	\$ 22,500.00	\$ 22,500.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
B- 43	C900 Waterline Sleeve	12	EA.	\$ 1,049.00	\$ 12,588.00	\$ 1,150.00	\$ 13,800.00	\$ 250.00	\$ 3,000.00	\$ 3,000.00	\$ 36,000.00	\$ -	\$ -	\$ -	\$ -
C - Earthwork															
C- 1	Rock Excavation	30	C.Y.	\$ 131.00	\$ 3,930.00	\$ 300.00	\$ 9,000.00	\$ 0.01	\$ 0.30	\$ 200.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
C- 2	Boulder Excavation	30	C.Y.	\$ 78.00	\$ 2,340.00	\$ 33.00	\$ 990.00	\$ 0.01	\$ 0.30	\$ 50.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
C- 3	Misc. Extra. Below Grade Excavation	170	C.Y.	\$ 50.00	\$ 8,500.00	\$ 37.00	\$ 6,290.00	\$ 10.00	\$ 1,700.00	\$ 20.00	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -
C- 4	Exc. & Replac. Unsuitable	120	C.Y.	\$ 50.00	\$ 6,000.00	\$ 40.00	\$ 4,800.00	\$ 30.00	\$ 3,600.00	\$ 40.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -
C- 5	Removal and Disposal of Contaminated Soils	200	C.Y.	\$ 150.00	\$ 30,000.00	\$ 305.00	\$ 61,000.00	\$ 92.00	\$ 18,400.00	\$ 70.00	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -
C- 6	T-Wall Exploratory Excavation	1	Allowance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
D - Roadwork and Appurtenances															
D- 1	Permanent Bit. Roadway - Base Course and Subbase Reconstruction	5,075	S.Y.	\$ 70.00	\$ 355,250.00	\$ 45.00	\$ 228,375.00	\$ 58.00	\$ 294,350.00	\$ 40.00	\$ 203,000.00	\$ -	\$ -	\$ -	\$ -
D- 1A	Permanent Bit. Roadway - Shim and Top Course	5,075	S.Y.	\$ 61.00	\$ 309,575.00	\$ 10.00	\$ 50,750.00	\$ 9.00	\$ 45,675.00	\$ 30.00					

MEMORANDUM

DATE: April 23, 2020

TO: Hannah Tyler, Public Works Director

FROM: Wayne Elliott, PE

RE: South Main Street Utility and Roadway Improvements
Contract No. 1
Bid Results
A+E Project No. 18017

The bids were received and opened on April 20, 2020 for Contract No. 1 and the bid results for the responsive bidders are as follows:

Bidder ⁽¹⁾	Base Bid Contract Price	Bid Alternate Contract Price	Total Contract Price ⁽²⁾
Munson Earth-Moving Co.	\$1,897,811.00	\$1,600.00	\$1,899,411.00
Notts Excavating, Inc.	\$1,898,482.60	\$1,000.00	\$1,899,482.60
Zaluzny Excavating	\$2,850,795.00	\$5,000.00	\$2,855,795.00

Notes:

1. Bids were also received from JA McDonald and JP Sicard but they were deemed non responsive.
2. The total Contract Price is the basis of selection.

Munson Earth-Moving Co. submitted the lowest bid at \$1,899,411.00 and a review of the bids verified that they submitted a conforming and responsive bid.

It is our understanding that the Town is considering award of this contract to another bidder, so here some factors for consideration when discussing this decision:

1. Town Purchasing Policy

The Town Purchasing Policy was not referenced nor was it part of the Bid Documents for this project. The State requires that standard front end documents be used for consistency in all CWSRF and DWSRF funded projects. These are based on the standard EJCDC documents and any modification of these documents must be accepted by the State. If this addition had been discussed prior to bid, the State likely would not have approved this modification to the Bid Documents because it does not comply with State/Federal procurement guidelines for these funding sources.



2. Bid Documents

Under Instructions to Bidders, Article 19 – Evaluation of Bids and Award of Contract, the following is stated:

19.02 If the Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

3. State WID Concurrence of Award

If the contract is not awarded to the lowest responsive bidder as required by the Contract Documents, then the State will not concur with the award because this award will not comply with State and Federal procurement guidelines. For the Town to be eligible for the State funding, WID will need to concur with the award.

4. State DWSRF and CWSRF Funding Eligibility

Throughout this project, we have worked very closely with the State to maintain eligibility for State funding and the construction loan applications have been submitted to the State for approval. Between the Drinking Water SRF and Clean Water SRF, the Town is eligible to receive up to \$2,400,000 in funding. These State funds are provided at a lower interest rate, can include loan subsidy, have an extended payment term, and can be repaid early with no penalty. Also, the first payment is not due until one year after the completion of construction. If the State does not concur with the contract award, the Town would not be eligible for these funds. Other funding sources will have to be explored to cover the project cost and will have a higher interest rate and different payment terms. This scenario will cost the Town more in the long term to repay the annual debt retirement.

5. Impacts to Schedule

Any protests or challenges by Contractors will delay the start of the project. Initial projections were that work could start in late April or early May as long as construction work can comply with the Governor's Directives. If a protest is filed, the start could be delayed until July or August, then the entire project can not be completed this year, pushing more of the work into 2021. This change in schedule will also likely delay the start of the other work on Gates Street until 2022.



TOWN OF HARTFORD, VERMONT

PURCHASING POLICY AND PROCEDURE

Version 3

Approved at 8/1/2017 Selectboard Meeting

1.0 INTRODUCTION AND PURPOSE

The purpose of this Policy and the related procedures is to establish an effective purchasing system based upon standard procedures that are utilized by all departments on a consistent basis; to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity. With a formal system of buying goods and services, the Town of Hartford is clear about what it is purchasing, avoids disputes with vendors, provides a full audit trail of purchases, allows level competition to set prices, controls spending and limits the possibility of waste, creates an organized system of checks and balances, and enhances public trust.

This Policy applies to all contracts for the procurement of supplies, materials, services, and construction, entered into by the Town. It shall apply to every expenditure of public funds of the Town for public purchasing, irrespective of the source of the funds. When the procurement involves federal or state financial assistance, the procurement shall be conducted in accordance with any applicable federal or state laws and regulations in addition to this Policy.

2.0 DEFINITIONS

- 2.1 Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 2.2 Bidder. Any person, firm or corporation submitting a bid for the work.
- 2.3 Bonds. Bid, performance, and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the contract documents.
- 2.4 Brand Name or Equal Specification. A specification limited to one or more items, manufacturers names, or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the Town's requirements, and which provides for the submission of equivalent products.
- 2.5 Brand Name Specification. A specification limited to one or more items by manufacturer's names or catalog numbers.
- 2.6 Business. Any corporation, partnership, Limited Liability Company, sole proprietorship, individual, joint venture, or any other private legal entity.
- 2.7 Change Order. A written order to the contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 2.8 Contract. All types of Town agreements, regardless of what they may be called, for the procurement of materials, supplies, services, or construction.
- 2.9 Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the Town, is not a matter of public knowledge, or available to the public on request.
- 2.10 Construction. The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- 2.11 Contract Documents. The contract, including any advertisement for bids, information for bidders, bids, bid bonds, agreements, payment bonds, performance bonds, notices of award, notices to proceed, change orders, plans, specifications, and addenda.
- 2.12 Contract Price. The total monies payable to the contractor under the terms and conditions of the contract documents.

- 2.13 Contract Time. The number of calendar days stated in the contract documents for the completion of the work.
- 2.14 Contractor. The person, firm, or corporation with whom the Town has executed the agreement.
- 2.15 Employee/Official. An individual drawing a salary or wage from the Town; any non-compensated individual performing personal services for the Town or any department, agency, commission, board, or any other entity established by the executive or legislative branch of the Town; and any non-compensated individual serving as an elected or appointed official of the Town.
- 2.16 Invitation to Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- 2.17 Person. Any business, individual, union, committee, other organization, or group of individuals.
- 2.18 Procurement. The buying, purchasing, renting, leasing, negotiating or otherwise acquiring of any materials, supplies, services, or construction. It also includes all functions that pertain to the obtaining of any material, supply, service, or construction, including description requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- 2.19 Project. The undertaking to be performed as provided in the contract documents
- 2.20 Request for Proposal. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 2.21 Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- 2.22 Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- 2.23 Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 2.24 Specifications. A section of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 2.25 Subcontractor. An individual, firm, or corporation having a direct contract with the contractor or with any other subcontractor for the performance of part of the work at the site.
- 2.26 Supplies. All property, including but not limited to equipment, materials, printing, insurances, and leases of real property, excluding land or a permanent interest in land.

3.0 PURCHASING POLICIES

- 3.1 Purchases shall not be split into smaller quantities or amounts to avoid any of the procedures outlined herein.
- 3.2 Purchases of goods and services up to \$500 in total price shall be purchased by departments directly. A purchase order is not required for such purchases except for employee reimbursement. The Department Heads are responsible for approving all purchases in advance. Department Heads can delegate this authority one level down. Payment will be made by coding and signing the bill when it arrives, and submitting it to the Finance Department for payment. Employee reimbursements regardless of the amount require a purchase order to be prepared through the Finance Software Purchase Order Module.
- 3.3 Purchases of goods and services between \$501 and \$4,000 in total price shall be made by departments directly through the use of the Finance Software Purchase Order Module and is approved by the Department Head. Purchase orders do not have to be submitted to the Finance Department in advance of purchase, although Department Heads are responsible for approving these purchases in advance. Price quotations are not necessary.
- 3.5 Purchases of goods and services with a total price between \$4,001 and \$20,000 require approval on the purchase order by the Department Head, Town Manager and Finance Director prior to order placement. The purchase order shall be supported by three (3) written price quotations. The Department Head shall clearly indicate the recommended vendor. If the lowest quotation is not recommended, attachments to the purchase order shall indicate the reason for the choice.
- 3.6 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).
- 3.7 Waiver of the requirement to submit written price quotations (Section 3.4 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.
- 3.8 Anything to the contrary herein notwithstanding, Town Departments may purchase through Federal, State of Vermont, neighboring State, VLCT or other municipal competitive sealed bid contracts or competitive proposals where allowed and honored by the vendor in which case all of the above in-house purchasing requirements for Competitive Sealed Bidding or Competitive Sealed Proposals are waived.

4.0 PREPARATION AND PROCESSING OF PURCHASE ORDERS

Purchase orders are contracts between the Town and vendors. When properly completed, purchase orders should clearly convey the particulars of what the Town is purchasing, and what is therefore expected from the vendor.

In order for the Town to receive the benefits that a Finance Software Purchase Order Module provides, all departments shall complete purchase orders prior to purchasing goods or services, except for purchases of goods or services of less than \$500 (exception employee reimbursement re: 3.2).

- 4.1 Purchase orders shall be entered timely and have all necessary supporting documentation attached in the Finance Software Purchase Order Module. If approval of more than one Department Head, Finance Director or the Town Manager is required, these approvals must be obtained prior to submission to the Finance Department. For all new vendors that are providing services to the Town, it is the responsibility of the Department Head to obtain a signed Form W-9, Certificate of Insurance or Non-Employee Work Agreement or Short Form Contract for Limited Services should be obtained as well prior to engaging services.
- 4.2 Purchase orders should indicate the budget account number that the expense is to be charged to. Expenses should be charged to the appropriate expense account regardless of whether an amount was budgeted for that account or not. The Finance Department will review the account number for accuracy before payment and have a discussion with the requestor about the non-budgeted expense.
- 4.3 In order for the Finance Department to process a purchase order for payment, it must be accompanied by an original invoice providing documentation that the goods or services were received. The invoice must also be signed and coded by the person authorizing the purchase of services or goods. These supporting documents need to be attached in the Finance Software Purchase Order Module documents tab.
- 4.4 The Finance Department pays invoices every other week, but checks are not released until approved by the Select board at its next regular meeting. For purchase orders to be processed on a timely basis, all purchase orders must be completed, with all the appropriate supporting documentation attached and authorized, and submitted to the Finance Department no later than the end of the day on Tuesday. Checks are written on alternate Fridays, submitted to the Select board for approval at its Tuesday night meeting, and are available on Wednesday following the meeting. Purchase orders that are not submitted to the Finance Department by the Tuesday deadline will not be processed that week.
- 4.5 For any purchase orders where a department needs to have checks available for distribution prior to the regular release date, the Department Head must receive written authorization from the Town Manager for early release. Such purchase orders shall be designated as “early release” directly on the purchase order prior to submission to the Town Manager.
- 4.6 Emergency purchases may be made by departments only in the event of a real emergency, when the normal operation of the department is in jeopardy, or there exists a threat to public health, welfare, or safety. Every effort shall be made to ensure that such purchases are made

with such competition as is practicable under the circumstances. Every effort shall be made to inform the Town Manager of the need for the purchase, and to obtain his/her approval prior to making the emergency purchase or as soon thereafter as possible. Purchase Cards should be used when possible to avoid this situation. Department heads will be responsible for purchases made under these circumstances.

5.0 COMPETITIVE SEALED BIDDING

The purchase of materials, goods, supplies, services, and all construction work costing in excess of \$20,000 must be made through a competitive bid process. Regardless of the anticipated costs, the Town should use this process whenever it is feasible to do so. Only the Select Board may waive competitive provisions.

- 5.1 An Invitation to Bid shall be submitted to the Town Manager for his/her review and approval prior to public release. The invitation shall include specifications and all contractual terms and conditions applicable to procurement. The invitation shall be sent to known qualified suppliers or contractors. The identification of suppliers or contractors is the responsibility of the requesting department. Public notice shall be given by publication of the Invitation to Bid in a newspaper of general circulation at least ten (10) calendar days prior to the date set forth therein for the opening of bids, supplemented by additional newspapers or trade journals as necessary and appropriate. All public notice shall include the place, date, and time of bid opening. Pre-bid conferences shall be held if they are determined to be necessary and appropriate. Specifications for preparation of the Invitation to Bid are found in the appendix.
- 5.2 Bids shall be accepted up to the time specified for receipt of bids in the Invitation to Bid. All late bids shall remain unopened and shall be rejected. Bids shall be opened publicly at the time and place designated in the Invitation to Bid. In the presence of at least one witness, the Town Manager and witness(es) shall, under penalties of perjury, list the names of all bidders and the amounts of their bids, and declare that the list is complete and accurate. Copies of this list shall be filed with the contract.
- 5.3 Bids shall be unconditionally accepted without alteration or correction, except as herein authorized. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation to bid. Technical assistance shall be obtained as needed in interpreting and evaluating specifications.
- 5.4 Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified if withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a

material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Town Manager.

- 5.5 The Department Head shall then make a bid award recommendation to the Town Manager, who shall then award the contract to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. In the event the low responsible and responsive bid for a construction project exceeds available funds, and such bid does not exceed such funds by more than five percent, the Department Head is authorized to negotiate an adjustment of the bid price with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminated independent deductive items specified in the invitation for bids.

6.0. COMPETITIVE SEALED PROPOSALS

When the Town determines that the use of competitive sealed bidding is either not practicable or advantageous to the Town, a contract may be entered into by use of the competitive sealed proposals method. Competitive sealed proposals allows for consideration of factors in addition to price. Generally, professional services fall into the category of competitive sealed proposals.

- 6.1 Proposals shall be solicited through a formal and written request for proposals. The RFP shall be in a form acceptable to the Town Manager, and shall outline the scope of services to be performed, evaluation criteria to be used in judging proposals, minimum qualifications or professional experience, and other standards. The RFP shall state the relative importance of price and other evaluation factors. Technical assistance shall be obtained as necessary in interpreting and preparing the specifications.
- 6.2 Public notice of the request for proposals shall be given in the same manner as provided in Section 5.1 (Competitive Sealed Bidding). Pre-bid conferences shall be held if they are determined to be necessary and appropriate.
- 6.3 No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- 6.4 As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

- 6.5 Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

7.0. EMPLOYEE EXPENSE REIMBURSEMENTS AND ADVANCES

Expenses shall be billed directly to the Town wherever possible, consistent with the Town's Purchasing Policy and Procedures. This can often easily be accomplished through the use of employee purchase cards that have been issued.

- 7.1 For mileage expenses Town purchase cards cannot be used. Expenses claimed for mileage shall be supported by documentation as to the date and purpose of each trip, and the number of miles for each trip.
- 7.2 Other travel and expenses claimed must be approved and allowable under existing Town policy and supported by complete evidence and documentation.
- 7.3 Cash advances will only be granted in special circumstances when there is no other viable option. Cash advance will not be given for regular travel. Employees should utilize their purchase cards. All cash advances over \$500 require approval by the Town Manager and Finance Director.

8.0. CONTRACTOR INSURANCE REQUIREMENTS

Construction contractors with whom the Town does business will be required to carry general casualty insurance of at least \$2 million aggregate and \$1 million per incident. Proof of this insurance must be presented to the Town prior to entering into any work agreement with the contractor. In addition, the Town will be named as a covered party under all relevant contractor insurance policies.

9.0. MISCELLANEOUS

- 9.1 The Competitive Bidding and Proposal processes described above, with a transparent and public opening of those bids/proposals, are the preferred method of soliciting work for the Town of Hartford. Other methods will be used when and if prescribed by the particular funding source.
- 9.2 The Town encourages and supports bids/proposals from local firms as a sustainable way of conducting business. However, if the bidder/proposer is a Town resident and a taxpayer, they must be in good standing.
- 9.3 An allowance of up to 5% in additional cost may be made for local vendors, as defined by businesses having an office, store or agent with the Town of Hartford. Depending on the funding source or the project, this allowance may not be applicable. Competitive bids/proposals must apply.
- 9.4 The Town will request and verify references from bidders/proposers.

9.5 Depending on the nature and location of the work, the Town may require background checks on the bidder/proposer and employees of the contractor and sub-contractors. Unfavorable backgrounds checks may result in disqualification from the work.

9.6 The Town will award work on a lowest cost – technically proficient basis. Although cost is important, it will not be the only factor considered in awarding the work.

APPENDIX I

EXCEPTIONS TO PURCHASE ORDER POLICY

Invoices for the following goods and services do not require a Purchase Order for payment. Employees may choose to utilize a Purchase Order although it is not required.

- Payments on behalf of employees from payroll deduction accounts, including, but not limited to, payments made for federal and state withholding taxes, voluntary deductions for insurance and deferred compensation, and payments to VMERS or ICMA retirement accounts.
- Payment associated with the renewal of property and liability insurance, public officials liability insurance, public officials fidelity bond insurance, and workers compensation insurance.
- Telephone and electric bills
- Debt service payments, including principal and interest on bonded debt and capital lease payments.
- Payment of appropriations approved by Special Articles at Town Meeting.

APPENDIX II PREPARATION OF THE INVITATION TO BID

1.0 GENERAL CONDITIONS PERTINENT TO THE BID

- 1.1 The Town of Hartford reserves the right to indicate whether equivalents (i.e., items of comparable quality) will be considered and under what conditions. Documentation is required for all substitutions.
- 1.2 The terms of the contract (i.e., effective dates, extensions of contract) shall be specified in the bid.
- 1.3 The delivery mode of the purchased services or commodity shall be determined and specified taking into account prevailing industry practices or customs. In addition, the bid shall specify who pays for the freight, how damaged goods will be returned, what guarantees exist on the product or work to be performed. All shipments shall be FOB the Town. Any other FOB terms are considered exceptions in making the award.
- 1.4 All bidders must identify the product or service on which they are bidding on all envelopes.
- 1.5 Where justified and practical, samples shall be requested to be submitted with the bid at no charge to the Town

2.0 SPECIAL BID CONDITIONS

- 2.1 Bid Bonds. Bid Bonds may be required at the discretion of the Town Manager. Bid security, when required, shall be a bond provided by a surety company authorized to do business in the State of Vermont, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 5% of the amount of the bid. If a bidder is permitted to withdraw its bid before award, as provided in Section 5 of the Policy (Competitive Sealed Bidding) no action shall be had against the bidder or the bid security.
- 2.2 Performance Bonds. Performance bonds shall be required of all contracts awarded that exceed \$25,000 in estimated value. Bid security shall be a bond provided by a surety company authorized to do business in the State of Vermont, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 100% of the price specified in the contract for the full term of the contract. Based on the nature of the work, the Town Manager can waive this requirement.
- 2.3 Payment Bonds. Payment bonds, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, shall be required of all contracts awarded that exceed \$25,000 in estimated value. Bid security shall be a bond provided by a surety company authorized to do business in the State of Vermont, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 100% of the price specified in the contract for the full term of the contract. Based on the nature of the work, the Town Manager can waive this requirement.

- 2.4 Certificates of Insurance. Certificates of insurance may be required at the discretion of the Town Manager. Certificates of insurance, when required, shall be in a form and amount acceptable to the Town.

3.0 SPECIFICATIONS

- 3.1 Requesting departments should clearly define the minimum quality requirements of the purchase in a fashion specific enough to ensure the desired level of quality, but flexible enough to elicit multiple bids.
- 3.2 Requesting departments should consider performance specifications which allow the bidders relative freedom in terms of designing while ensuring the desired results.
- 3.3 Brand names should be avoided, except in special circumstances.

4.0 QUANTITIES AND PRICE

- 4.1 Unit prices shall be provided and totals extended, including discounts where applicable.
- 4.2 Bidders shall detail reasons for price adjustments in annual contracts.

5.0 PREPARATION OF THE INVITATION FOR BID

The requesting department shall prepare an invitation for bid specifying:

- 5.1 The time and date for receipt of bids, the address to which bids are to be delivered, and the date by which the Town may select a bid and contract with a vendor.
- 5.2 The materials or services being purchased. If a proprietary description is used, the specifications should state that any equivalent product or service meeting the minimum needs of the Town may be bid, and that it is the responsibility of the offeror to demonstrate equivalency of any alternate.
- 5.3 The evaluation criteria, standards, and performance measure by which the acceptability as to quality, workmanship, results of inspections and test, suitability for a particular purpose, and other measures of acceptability will be determined.
- 5.4 All contractual terms and conditions applicable to the procurement, including provisions and expectations for retainage.
- 5.5 Each bidder shall certify on the bid under penalties of perjury that the bid is in all respects bona fide, fair, and made without collusion or fraud with any other person.

If the proposed contract period exceeds one year, the Invitation for Bid shall state:

- 5.6 The amount of materials or services required for the proposed contract period and whether such amount is the actual amount required, or an estimate.
- 5.7 That the Town shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

- 5.8 That the bidder shall give a unit price for each material or service.
- 5.9 Whether a unit price must be quoted for the duration of the contract, must be quoted for each fiscal year of the contract, or must be quoted for the first fiscal year and will be adjusted thereafter and what method of adjustment will be used, if any.
- 5.10 How the award will be determined, including how prices will be compared if contractors submit prices for each fiscal year of the contract.
- 5.11 Specific insurance and bonding requirements, with the stipulation that no work shall commence under the contract (by contractor or subcontractor) until all insurance and bonding required by the Town has been obtained and approved by the Town.
- 5.12 If the proposed contract is to contain an option for renewal or extension, the Invitation for Bid shall contain a notice of the provision.

6.0 PUBLIC NOTICE

Copies of the Invitation for Bid shall be available on an equal basis. Public notice of the Invitation for Bid shall be given no less than ten (10) calendar days prior to the date for the opening of the bids. The notice shall:

- 6.1 Indicate where and when an Invitation for Bid may be obtained, where and by what date bids must be submitted, and where and when bids will be opened.
- 6.2 Describe the product or service desired.
- 6.3 Reserve the Town's right to reject any and all bids.
- 6.4 Remain posted for at least ten (10) days in a conspicuous place until the time specified in the Invitation for Bids, or receipt of bids.
- 6.5 Be published at least once, not less than ten (10) days prior to the time specified in the Invitation for Bid for receipt of bids, in a newspaper of general circulation, and other publications deemed appropriate.

APPENDIX III

Purchase Card Program

1.0 Introduction and Purpose

The purpose of this Policy and the related procedures is to establish an effective Purchase Card (P-Card) system based upon standard procedures that are utilized by all departments on a consistent basis.

The P-Card program is necessary to streamline and simplify the Purchasing and Accounts Payable functions by significantly reducing check requests, reduces transaction costs, and expedites timely acquisition of materials and supplies. In addition it automates data flow for accounting purposes and offers controls to ensure proper usage.

The Purchase Card Program is not intended to avoid or bypass the Town of Hartford's Purchasing Policy. Rather the Program complements the existing internal controls. The card is a MasterCard credit card that is issued by BMO Harris Bank. Accurate and consistent recordkeeping is required to ensure the proper use of the P-Card. Proper recordkeeping and supporting documentation is required for all purchases.

This Purchase Card Policy includes the following:

- Allowed and Disallowed Purchases
- Travel Expenses
- Purchasing Procedure
- Recordkeeping Process and Procedure
- Responsibilities of Cardholders
- Sales Tax Exemption
- Declined Transactions
- Card Revocation

The cardholder is responsible for the security of their card and the transactions made against the card. Each user will be required to sign the Purchasing Policy and Procedure Agreement annually in order to participate in this program.

2.0 Allowed and Disallowed Purchases

Each Cardholder is responsible for every transaction charged their purchase card unless it is stolen.

Purchase Cards have a threshold limit of \$2,000 per transaction and a \$4,000 maximum credit limit per card. Transactions in excess of these limits will be rejected. Finance does have the ability to increase limits in the event of emergencies or special circumstances.

Disallowed Transactions:

The purchase card will be revoked and subject to disciplinary action including termination.

- Personal Expenses unrelated to the Town of Hartford without prior authorization
- Cash Advances

- Gasoline for an employee's personal vehicle. Mileage is reimbursed according to the Federal mileage rate which is set to include the cost of gasoline.
- Usage at Casinos, Pawn Shops, Escort Services, etc.
- Alcoholic Beverages
- Entertainment expenses not directly related to conference or convention
- Manipulation of splitting purchases to circumvent the limitations of the Town of Hartford Purchase Policy
- Any other purchases that do not benefit or relate to the Town of Hartford

Allowed Transactions:

- Seminar / conference fees and related costs
- Plane, train, or bus tickets
- Airport, hotel, or conference parking
- Tolls
- Hotels
- Transportation from airport to hotel
- Reasonable Meals (Please refer to Section 408 of the "Town of Hartford- General Personnel Policy")
- Other miscellaneous expenses specifically related to travel or seminar attendance

3.0 Purchasing Procedure

The Purchase Card can be used to make purchases in person, by telephone, by fax, by mail or online with any merchant who accepts MasterCard. As is the case with every purchase made on behalf of the Town of Hartford, employees are required to obtain the best value for the Town.

Please inform all vendors and merchants that the transaction is tax-exempt and for a municipality with a request to have all available discounts applied. All non –in person purchases should include proper shipping and billing addresses, confirmation, and all proper contact information. When making purchases in person obtain a copy of the charge slip along with any sales receipt or other information related to the purchase. Code and initial the receipt prior to recording it on your Purchase Card Tracking Form (See Attached).

For returns and exchanges that are made in person, make sure you obtain a credit receipt and a new charge slip if the item is being replaced by the vendor. For other returns and exchanges, contact the vendor for return instructions, and obtain a credit receipt. As the cardholder you are responsible for verifying on the statement that proper credit has been issued for the returned item.

4.0 Recordkeeping Process & Procedure

When a purchase is completed the receipt should be maintained, coded, and initialed by the cardholder. Each cardholder will record these receipts on a Purchase Card Tracking Form which will continually be updated when purchases are completed.

Every two weeks (COB on Tuesday), the form(s) and receipts will be forwarded to the Finance Department for processing within the Accounts Payable.

5.0 Responsibilities of Cardholders

Each cardholder is responsible for every transaction charged to their purchase card. Cardholders will be held responsible if they use the card for any unauthorized or fraudulent charges. Using the card for personal charges could be considered misappropriation of Town of Hartford funds and could result in corrective action including termination or criminal charges.

Each cardholder will be required to sign a Purchase Card User Agreement (See Attached) annually in order to participate in the Purchase Card Program.

Security of purchase cards is the responsibility of the cardholder. Lost or Stolen cards should be reported immediately:

Toll Free Calls from U.S.A. or Canada	800-361-3361
Outside U.S.A or Canada	416-232-8020
MasterCard Global Service	314-542-7111

6.0 Sales Tax Exemption

The Town of Hartford is exempt from all sales taxes. It is the cardholder's responsibility to ensure that sales tax is not charged when making a purchase. If you are charged tax in error, you must request a credit from the vendor as soon as possible after discovering the error.

7.0 Declined Transactions

If the card is declined for a purchase that is within your credit limit please contact the Finance department. The Finance department will contact to the bank to determine the reason for your purchase being declined.

8.0 Card Revocation

The Purchase Card will be revoked if the cardholder

- transfers to a different department within the Town
- is terminated or changes employment status
- for making a disallowed purchase
- failure to adhere to all Purchasing and Purchase Card Policies and procedures

APPENDIX IV
Town of Hartford, VT Purchasing Policy and Purchase Card Program Agreement

You are being entrusted with the Town of Hartford, VT funds to make purchases of services and goods within the regular course of operation that are necessary and benefit the Town.

It is not an entitlement nor reflective of title or position. Your purchasing privileges may be revoked at any time without your permission. Your signature below indicates that you have read and will comply with the terms of this agreement.

1. I understand that I will be making financial commitments on behalf of the Town of Hartford and strive to obtain the best value for the Town of Hartford.
2. Purchases made through Accounts Payable or with my Purchase Card must be for business purposes as defined in this policy.
3. I will maintain and protect my Purchase Card with the same level of care as if it were my own personal card.
4. I have read and will follow the Purchasing Policy and Procedure. Failure to comply with the policy or this agreement may result in either revocation of my purchasing privileges or other corrective action including termination or criminal charges.
5. I understand that under no circumstances will I use the Purchase Card for personal purchases, either for myself or others. Using the card for personal charges could be considered misappropriation of Town Hartford funds and could result in corrective action including termination or criminal charges.
6. I agree that should I violate the terms of the Purchasing Policy and Purchase Card Program Agreement for personal use or gain that I will reimburse the Town of Hartford for all incurred charges and any fees related to the collection of those charges.
7. The Purchase Card is issued in my name and I am responsible for any and all charges against my card.
8. The Purchase Card is Town property. As such, I understand that I am required to comply with internal control procedures designed to protect the Town of Hartford's assets.
9. If my Purchase Card is lost or stolen, I will immediately notify the Town Finance Department and BMO Harris Bank (800)361-3361.
10. I agree to review, verify and provide my Purchase Card Transactions every other Tuesday to the Town Finance Department.
11. I agree to surrender my Purchasing and Purchase Card privileges immediately upon termination of employment, whether from retirement, voluntary or involuntary reasons.

Employee Name (Print)

Date

Employee Signature

Last 4 digits of Purchase Card #

Date

Finance Director



AGENDA MEMORANDUM

April 28, 2020

Special Selectboard Meeting Item: IV.2.d

Submitted by: Brannon Godfrey, Town Manager

Subject: Legal Review of Grant Compliance

Background: At its April 21, 2020 meeting, the Town Manager presented advice from the Town Attorney that the Town could not certify compliance with the USDA grant that was awarded for funding a portion of the cost to replace the Bugbee Senior Center roof.

Discussion: On April 21, the Selectboard decided to seek another legal opinion on the compliance certification matter.

Financial

Impact: Unknown.

Recommendation: Pending discussion.

Town Manager

Simon Dennis, Vice-Chair
Board of Selectmen
Town of Hartford, Vermont
Hartford Municipal Building
171 Bridge Street
White River Junction, VT 05001

April 28, 2020

Dear Mr. Dennis:

You asked me for my opinion as to whether the Town of Hartford could certify compliance with “all applicable” federal laws required as a condition for receiving a USDA grant for funding a portion of the cost to replace the Bugbee Senior Center roof.¹ I understand that the concern has been expressed that the Town of Hartford might not be able to so certify because of a possible conflict between the recently adopted Hartford Welcoming Ordinance and the requirements of the provisions of federal law, 8 U.S.C. § 1373, dealing with cooperation between local law enforcement and federal immigration authorities. I have now had a chance to review the matter and my judgment is that, while the concern is understandable, whatever conflict may exist between the Hartford Welcoming Ordinance and the requirements of Section 1373 does not in any way prevent the Hartford Board of Selectman from certifying compliance with “applicable” federal laws for purposes of applying for and receiving a USDA grant to offset a portion of the costs involved in replacing the Bugbee Senior Center roof.

Let me put it directly: The Hartford Board of Selectman may sign the certification required for applying for a federal USDA grant to cover a portion of the costs on replacing the Bugbee Senior Center roof without violating the terms of that certification.








I base this judgment on a review of the particular certification requirement involved in this request for USDA funds in light of the “spending power” decisions of the Supreme Court in which the Court establishes clear limitations on the ability of the federal government to impose conditions on access to federal funds. See footnote 2 below.

Although the term “all applicable laws” in the certification may seem at first glance to be sweepingly broad, it is clear from a review of the spending power cases decided by the Supreme

¹ The certification requirement reads as follows: “As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.”

Court and by lower federal courts that the meaning of that term is circumscribed by two constitutional requirements: (1) first, it applies only to those federal laws where Congress has made clear that eligibility for the federal funds is contingent upon compliance with identifiable federal requirements; and (2) second, the condition attached to eligibility must be “related” to the program for which the funds are being made available.²

The first of these requirements means that local officials must have clear notice that when they apply for federal funds that access to those funds is dependent upon compliance with particularly referenced federal standards. The second of these requirements means that the conditions

² “The spending power is of course not unlimited,  *Pennhurst State School and Hospital v. Halderman*, 451 U.S. 1, 17, and n. 13, 101 S.Ct. 1531, 1540 n. 13, 67 L.Ed.2d 694 (1981), but is instead subject to several general restrictions articulated in our cases. The first of these limitations is derived from the language of the Constitution itself: the exercise of the spending power must be in pursuit of “the general welfare.” See  *Helvering v. Davis*, 301 U.S. 619, 640–641, 57 S.Ct. 904, 908–909, 81 L.Ed. 1307 (1937);  *United States v. Butler*, *supra*, at 65, 56 S.Ct., at 319. In considering whether a particular expenditure is intended to serve general public purposes, courts should defer substantially to the judgment of Congress.  *Helvering v. Davis*, *supra*, at 640, 645, 57 S.Ct., at 908–909.² Second, we have required that if Congress desires to condition the States' receipt of federal funds, it “must do so unambiguously ..., enabl[ing] the States to exercise their choice knowingly, cognizant of the consequences of their participation.”  *Pennhurst State School and Hospital v. Halderman*, *supra*, at 17, 101 S.Ct., at 1540. Third, our cases have suggested (without significant elaboration) that conditions on federal grants might be illegitimate if they are unrelated “to the federal interest in particular national projects or programs.”  ***208** *Massachusetts v. United States*, 435 U.S. 444, 461, 98 S.Ct. 1153, 1164, 55 L.Ed.2d 403 (1978) (plurality opinion). See also  *Ivanhoe Irrigation Dist. v. McCracken*, *supra*, 357 U.S., at 295, 78 S.Ct., at 1185, (“[T]he Federal Government may establish and impose reasonable conditions relevant to federal interest in the project and to the over-all objectives thereof”). Finally, we have noted that other constitutional provisions may provide an independent bar to the conditional grant of federal funds.”

South Dakota, v. Dole, 107 S.Ct. 2793 [emphasis supplied]

“The **conditions** placed on **federal** grants to States must (1) promote the “general welfare,” (2) “unambiguously” inform States what is demanded of them, (3) be germane “to the **federal interest** in particular **national projects or programs**,” and (4) not “induce the States to engage in activities that would themselves be unconstitutional.”

National Federation of Independent Business v. Sebelius , 132 S.Ct. 2566 [emphasis supplied]

attached to receipt of the funds must bear a clear relationship to the program for which the funds are being made available. The term “all applicable laws” in the certification requirement refers only to federal laws that meet both these requirements.

With respect to the first requirement, I have not been able to find anything to suggest that Congress has made clear that eligibility for USDA funds is contingent upon complying with the provisions of 8 U.S.C. Sec. 1373 (or for that matter with hundreds, if not thousands, of other federal laws on the books). I have found nothing to indicate Congress has authorized the Administrator of the USDA to withhold USDA grant funds from applicants who do not or cannot certify compliance with the provisions of 8 U.S.C. Sec. 1373. If the requirement of compliance with a federal law as a condition of eligibility for receipt of funds is not clear, if it is even ambiguous, then the courts have held such conditions are not valid and binding.

With respect to the second requirement, it is clear to me that, even if Congress were to have specifically provided that eligibility for USDA funds for building repair was conditional upon compliance with 8 U.S.C. Sec. 1373, such a condition would be found in violation of the requirement that the condition be related to the program for which the federal funds were being made available.

Let me illustrate this second requirement with examples: In adopting the federal Affordable Care Act, Congress made additional federal funds available to states who agreed to expand the pool of eligible Medicaid recipients. States who decided not to expand the pool were not eligible. Here the condition – to be eligible for the federal funds you must expand the pool of eligible Medicaid recipients – was clearly related to the underlying program the purpose of which was to expand Medicaid eligibility in this country. Similarly, in *South Dakota v. Dole*, the Court upheld a federal Department of Transportation law withholding 5% of federal highway moneys from states that failed to adopt a 21-year-old minimum drinking age requirement. In doing so, the Court stressed the connection between alcohol-related accidents in this age group and the federal interest in maintaining safety on highways constructed with federal funds. By the same token, it is likely that the Court would have struck down a federal law withholding 5% of federal education funds from states failing to adopt a 21-year-old minimum drinking age requirement since the requisite connection between the condition and the underlying program would have been absent in that case.

In short, the conditions attached to receipt of federal funds have to be “related to” the purpose of the federal funding program. As far as I can see, there is no discernible relation between failure to comply with a federal law calling for cooperation between local law enforcement and federal immigration officials [8 U.S.C. Sec. 1373] and a federal program providing USDA grants to be used for repair of public buildings. If the certification requirement for access to USDA funds were to be so interpreted and applied, it would almost certainly flunk the constitutionally-mandated “relationship” test.

To summarize, although the term “all applicable laws” in the certification requirement might lead one to think the reference was “all federal laws,” such a reading would be clearly inconsistent with basic constitutional requirements for the exercise of the federal spending power. Rather the term should be read as it was intended, that is, to include all federal laws that are “applicable” to the particular grant funds being requested. That would include compliance with any federal laws specifically referenced in the federal grant program and might include

compliance with other federal laws that have a clear connection to the purpose for which the funds are being sought – such as federal laws imposing certain structural requirements for federally funded buildings, or federal laws prohibiting discrimination in access to buildings so constructed – but the term is not intended to include compliance with laws dealing with matters clearly extraneous such as, in this case, compliance with 8 U.S.C. Sec.1373.

I hope this is helpful.

Peter Teachout
Professor of Law
Vermont Law School

Hartford Select Board
% Dan Fraser, Chair
171 Bridge Street
Hartford, VT 05001

Dear Hartford Select Board:

We, the undersigned attorneys of the Vermont National Lawyers Guild and the ACLU of Vermont, are writing to answer a question raised in recent Hartford Select Board meetings regarding the Welcoming Hartford Ordinance and how it affects Hartford's eligibility to receive federal funding.

1. Regardless of how a granting agency words a federal grant application, that agency may place only certain conditions on a town's receipt of that grant.

Each branch of the federal government may only carry out functions that the Constitution specifically empowers it to perform. Additionally, if the Constitution vests a particular power specifically in the legislative branch, the executive branch may only exercise that power to the extent that Congress has explicitly authorized it to do so in statute.

The Spending Clause¹ of the U.S. Constitution empowers Congress to offer funding to state and local governments and to attach conditions as prerequisites to receiving that funding. Congress may also allocate funding to a federal agency and authorize that agency to issue grants and to attach conditions to those grants, with which grant applicants must certify compliance in order to receive funds. An executive agency may not exercise this Spending power except pursuant to a specific delegation from Congress, which delegation must still satisfy the Spending Clause criteria.

The key limitations on this Spending Power are that Conditions must be: (1) for the general welfare; (2) unambiguous; (3) *related to the federal interest that the funding promotes*; (4) not otherwise unconstitutional; and (5) not coercive. *South Dakota v. Dole*, 483 U.S. 203 (1987). There is no plausible argument that the federal interest in deporting undocumented crime victims in Hartford, Vermont, relates in any way to a community facilities grant to replace a roof on a senior center.

In order for a condition to be unambiguous, it must be specifically described. A reference to "all **applicable** laws" means only those laws that Congress, or the granting agency pursuant to delegated Congressional power, have listed as prerequisite conditions to be eligible for the grant. These specifically described conditions must also be *related to the federal interest that the funding provides*. A law must relate to the purpose of a federal grant program to be listed as a condition precedent to receiving that grant.

Lastly, if *all federal grants* were contingent on compliance with Executive Order 13768 this would be unconstitutionally coercive, because conditions impacting even just 10-16% of total federal funds in a governing district have been construed to leave that entity with no "legitimate choice whether to accept the federal conditions in exchange for federal funds." *NFIB v. Sebelius*, 567 U.S. 519, 578 (2012).

¹ The Spending Clause states that "Congress shall have Power To lay and collect Taxes ... to pay the Debts and provide for the ... general welfare of the United States." U.S. Const. Art. I § 8.

2. The phrase “all applicable laws” in a grant application refers to the laws whose compliance is a precondition to receiving the grant.

Grant language requiring an applicant to certify its compliance with “all applicable laws” indicates that the applicant must certify its compliance with all laws whose compliance is a precondition to receiving the grant. As noted above, to be a valid condition these laws must be listed explicitly and must be authorized by Congress, either directly or through delegated Congressional authority.

There are two categories of these conditions: (1) generally applicable requirements, which all recipients of federal funds from that agency must comply with, and (2) specific requirements for that particular grant program. These conditions are listed explicitly, either directly in that form or through reference and incorporation to another law, regulation, or executive order.

For example, the USDA Community Facilities Access Grant application states:

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all *applicable* laws, regulations, Executive Orders, and other generally *applicable* requirements, including those contained in 7 C.F.R. 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions *as are specifically contained herein*.

The requirements in 7 C.F.R. § 3015.205(b) are generally applicable to all nonprofit organizations and hospitals applying for USDA funding, but not to municipalities or states. A municipality applying for a project-based grant must comply with the “pre-award requirements” in 7 C.F.R. §§ 3016.10-12 and any conditions “specifically contained herein,” meaning any laws, executive orders, regulations, or other rules listed by name in Form RD 3570-3.

8 U.S.C. § 1373 is neither referenced directly in Form RD 3570-3, nor mentioned in 7 C.F.R. § 3016.10-12, nor incorporated by reference to any other specifically named statute, law, or executive order in the grant application. As such, *whether the Welcoming Hartford Ordinance is in violation of this federal law has no bearing on Hartford’s compliance with all applicable conditions necessary to be eligible for the USDA grant at issue*.

3. Town officials do not violate federal immigration law by complying with the Welcoming Hartford Ordinance.

While this question was not in the scope of the requested legal review, we offer a correction to the discourse around the WHO and what it requires of town officials, including police officers. **Town Employees and police officers violate neither State nor Federal law by complying with the Welcoming Hanover Ordinance.** The federal government cannot commandeer state or local police to enforce federal immigration laws. U.S. Const., Amendment X. No laws exist that require state and local law enforcement to pass citizenship or other personal information to ICE or CBP, and thus refusing to do so is not a violation of any law.

CONCLUSION

The Town of Hartford does NOT need to send a letter such as the one Mr. Manby suggested to potential granters. The Welcoming Hartford Ordinance will have no effect on grant applications which do not specifically reference 8 U.S.C. § 1373, either in the grant form itself or in the statutes

or regulations creating that grant program, and only grants issued for immigration or policing related purposes have Constitutional authority to impose such a condition on receipt of that grant.

Please do not hesitate to contact us if you have any questions.

Sincerely,

/s/ Timothy Belcher
Timothy Belcher
Vermont National Lawyers Guild
VT Bar No 5299

/s/ Lia Ernst
Lia Ernst
Senior Staff Attorney
ACLU of Vermont

/s/ Kira Kelley
Kira Kelley, President
Vermont National Lawyers Guild
NH Bar No 271359
contact: vermont@nlg.org
(802)683-4086



AGENDA MEMORANDUM

April 28, 2020

Special Selectboard Meeting Item: IV.2.e

Submitted by: Geoff Martin, Energy Coordinator

Subject: Bugbee Senior Center Roof Funding Options and Contract Award

Background: *This item was tabled from the April 21, 2020 Selectboard meeting pending a second legal opinion on the certification of compliance with the USDA grant.* The Town received three proposals in response to the Bugbee Senior Center Roof Replacement Request for Proposal (RFP). The proposals came from Louis Baker Construction, JB Roofing Systems, and HP Roofing. A bid tabulation including pricing proposals and whether each requirement of the RFP was met is included at Attachment A.

The RFP asked for pricing on a Base Bid, which covers all standard features of a roof replacement including stripping old shingles, installing flashings, drip edge, shingles, etc. The RFP also asked for pricing for two potential but unlikely scenarios (removing an additional layer of shingles if present and repairing rotted or damaged roof deck if necessary) as well as a general markup cost for all other contingencies ("extras"). The proposals are included as Attachments B, C, and D. The proposals were reviewed by a panel which included Geoff Martin, the USDA's Community Programs Specialist, and the USDA's State Architect.

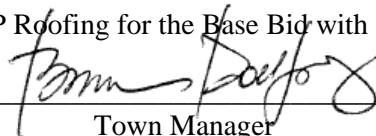
Discussion: HP Roofing was the only responsive and responsible bidder. Both Louis Baker Construction and JB Roofing submitted proposals lacking critical information for the evaluation of their proposals. HP Roofing's base bid is \$54,900 (\$52,155 with the 5% local contractor allowance). Their price for removing an additional layer of shingles is \$10,000 and repairing damaged roof deck is priced at \$300/100 square feet. Finally, extras are provided at a 25% mark up. A 25% contingency over the base bid would allow for an additional layer of shingles to be removed as well as approximately 1,250 sf of roof deck repair (i.e. up to a total of \$68,625).

The Town Attorney has advised staff that it cannot certify compliance on the USDA grant source for this project because of the specific conflict in the grant agreement with the Welcoming Hartford Ordinance. The Town Manager and Department Heads reviewed priority projects for the balance of the fiscal year and identified expenditure savings to replace the USDA grant funding. Staff recommends proceeding with the contract award and commencing with this critical asset project.

**Financial
Impact:**

The base bid (\$54,900) plus contingency (\$13,725) for a total amount of up to \$68,625 will be funded from the FY20 General Fund and encumbered funds from prior years.

Recommendation: Authorize the Town Manager to contract with HP Roofing for the Base Bid with a 25% allowance for contingencies if necessary.



Town Manager

Attachments: Bid Tabulation
Town Attorney Opinion
USDA Grant Agreement
Executive Order 13768

Bid Tabulation Sheet

Bugbee Senior Center Roof Replacement RFP

Bidder	Background of company	Three references	Description of roof system design	Specifications of proposed materials	Manufacturer / Workmanship warranties	Schedule for completion of work	Registered business with VT	Better Business Bureau Rating
Louis Baker Construction LLC				I				Not found
JB Roofing Solutions		X			X			A+, Not accredited, 2 complaints
HP Roofing		X	X	X	X		X	A+, accredited, no complaints

X = provided information in proposal; I = incomplete information provided in proposal; blank = did not provide information in proposal

Bidder	Base Bid	Warranty (Manufacturer)	Warranty (workmanship)	Alternate 1	Itemized Pricing A	Itemized Pricing B	Itemized Pricing C	Extras
Louis Baker Construction LLC	\$50,118	N/A	N/A	N/A	Response is unclear	N/A	N/A	N/A
JB Roofing Solutions	\$51,945	40 years	20 years	\$4,995	\$275/100 sf	\$3,500	+10 year workmanship warranty = \$2,750	40%
HP Roofing	\$54,900 (\$52,155)*	50 years	25 years	\$6,000	\$300/100 sf	\$10,000	N/A	25%

N/A = Did not provide information in proposal

* Pricing after 5% local contractor allowance

From Town Attorney Robert Manby Email of April 2, 2020:

The other question raised by Geoff Martin about the paragraph circled at the bottom of the USDA/RHS Community Facilities Grant Agreement does give me difficulties, as Mr. Martin anticipates in his email to Lori of Monday, March 16, 2020. The language in that circled paragraph is about as broad and expansive as it gets. As a matter of grammar, that one long sentence is tough to parse. It does not offer me the comfort of specific limiting language that I referred to in my prior communications with you. Whatever argument could be made otherwise, the sentence could be fairly read to say “as a condition of this Agreement, the Grantee assures and certifies that it is in compliance with...all applicable laws, regulations, Executive Orders, and other generally applicable requirements...which are incorporated into this Agreement by reference....” I do not see how that can be read to exclude Executive Order 13768 of January 25, 2017 (copy attached). Given the way the WHO ordinance is drafted, it is clear to me that I will never be able to advise the Town of Hartford that it can sign off on a grant agreement that contains the language which is the subject of Geoff Martin’s inquiry. If the Select Board needs a work-around here or in similar agreements, I guess it is free to conclude that the sentence in question could be read differently, or it can seek a different opinion from counsel of its choice on these matters.

United States Department of Agriculture
Rural Housing Service

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ Town of Hartford _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as
_____ FY19 Senior Ctr Roof Replace _____ The principal
amount of the grant is \$ _____ 27,800.00 (Grant Funds) which is _____ 54.9400
percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ _____ 50,600.00 Grantee is able to finance and has committed \$ _____ 22,800.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Real Estate improvements as specified in reimbursement documents, located at Bugbee Senior Center, 262 North Main Street, White River Junction.

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

N/A

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

Presidential Documents

Executive Order 13768 of January 25, 2017

Enhancing Public Safety in the Interior of the United States

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Immigration and Nationality Act (INA) (8 U.S.C. 1101 *et seq.*), and in order to ensure the public safety of the American people in communities across the United States as well as to ensure that our Nation's immigration laws are faithfully executed, I hereby declare the policy of the executive branch to be, and order, as follows:

Section 1. Purpose. Interior enforcement of our Nation's immigration laws is critically important to the national security and public safety of the United States. Many aliens who illegally enter the United States and those who overstay or otherwise violate the terms of their visas present a significant threat to national security and public safety. This is particularly so for aliens who engage in criminal conduct in the United States.

Sanctuary jurisdictions across the United States willfully violate Federal law in an attempt to shield aliens from removal from the United States. These jurisdictions have caused immeasurable harm to the American people and to the very fabric of our Republic.

Tens of thousands of removable aliens have been released into communities across the country, solely because their home countries refuse to accept their repatriation. Many of these aliens are criminals who have served time in our Federal, State, and local jails. The presence of such individuals in the United States, and the practices of foreign nations that refuse the repatriation of their nationals, are contrary to the national interest.

Although Federal immigration law provides a framework for Federal-State partnerships in enforcing our immigration laws to ensure the removal of aliens who have no right to be in the United States, the Federal Government has failed to discharge this basic sovereign responsibility. We cannot faithfully execute the immigration laws of the United States if we exempt classes or categories of removable aliens from potential enforcement. The purpose of this order is to direct executive departments and agencies (agencies) to employ all lawful means to enforce the immigration laws of the United States.

Sec. 2. Policy. It is the policy of the executive branch to:

(a) Ensure the faithful execution of the immigration laws of the United States, including the INA, against all removable aliens, consistent with Article II, Section 3 of the United States Constitution and section 3331 of title 5, United States Code;

(b) Make use of all available systems and resources to ensure the efficient and faithful execution of the immigration laws of the United States;

(c) Ensure that jurisdictions that fail to comply with applicable Federal law do not receive Federal funds, except as mandated by law;

(d) Ensure that aliens ordered removed from the United States are promptly removed; and

(e) Support victims, and the families of victims, of crimes committed by removable aliens.

Sec. 3. Definitions. The terms of this order, where applicable, shall have the meaning provided by section 1101 of title 8, United States Code.

Sec. 4. *Enforcement of the Immigration Laws in the Interior of the United States.* In furtherance of the policy described in section 2 of this order, I hereby direct agencies to employ all lawful means to ensure the faithful execution of the immigration laws of the United States against all removable aliens.

Sec. 5. *Enforcement Priorities.* In executing faithfully the immigration laws of the United States, the Secretary of Homeland Security (Secretary) shall prioritize for removal those aliens described by the Congress in sections 212(a)(2), (a)(3), and (a)(6)(C), 235, and 237(a)(2) and (4) of the INA (8 U.S.C. 1182(a)(2), (a)(3), and (a)(6)(C), 1225, and 1227(a)(2) and (4)), as well as removable aliens who:

- (a) Have been convicted of any criminal offense;
- (b) Have been charged with any criminal offense, where such charge has not been resolved;
- (c) Have committed acts that constitute a chargeable criminal offense;
- (d) Have engaged in fraud or willful misrepresentation in connection with any official matter or application before a governmental agency;
- (e) Have abused any program related to receipt of public benefits;
- (f) Are subject to a final order of removal, but who have not complied with their legal obligation to depart the United States; or
- (g) In the judgment of an immigration officer, otherwise pose a risk to public safety or national security.

Sec. 6. *Civil Fines and Penalties.* As soon as practicable, and by no later than one year after the date of this order, the Secretary shall issue guidance and promulgate regulations, where required by law, to ensure the assessment and collection of all fines and penalties that the Secretary is authorized under the law to assess and collect from aliens unlawfully present in the United States and from those who facilitate their presence in the United States.

Sec. 7. *Additional Enforcement and Removal Officers.* The Secretary, through the Director of U.S. Immigration and Customs Enforcement, shall, to the extent permitted by law and subject to the availability of appropriations, take all appropriate action to hire 10,000 additional immigration officers, who shall complete relevant training and be authorized to perform the law enforcement functions described in section 287 of the INA (8 U.S.C. 1357).

Sec. 8. *Federal-State Agreements.* It is the policy of the executive branch to empower State and local law enforcement agencies across the country to perform the functions of an immigration officer in the interior of the United States to the maximum extent permitted by law.

(a) In furtherance of this policy, the Secretary shall immediately take appropriate action to engage with the Governors of the States, as well as local officials, for the purpose of preparing to enter into agreements under section 287(g) of the INA (8 U.S.C. 1357(g)).

(b) To the extent permitted by law and with the consent of State or local officials, as appropriate, the Secretary shall take appropriate action, through agreements under section 287(g) of the INA, or otherwise, to authorize State and local law enforcement officials, as the Secretary determines are qualified and appropriate, to perform the functions of immigration officers in relation to the investigation, apprehension, or detention of aliens in the United States under the direction and the supervision of the Secretary. Such authorization shall be in addition to, rather than in place of, Federal performance of these duties.

(c) To the extent permitted by law, the Secretary may structure each agreement under section 287(g) of the INA in a manner that provides the most effective model for enforcing Federal immigration laws for that jurisdiction.

Sec. 9. *Sanctuary Jurisdictions.* It is the policy of the executive branch to ensure, to the fullest extent of the law, that a State, or a political subdivision of a State, shall comply with 8 U.S.C. 1373.

(a) In furtherance of this policy, the Attorney General and the Secretary, in their discretion and to the extent consistent with law, shall ensure that jurisdictions that willfully refuse to comply with 8 U.S.C. 1373 (sanctuary jurisdictions) are not eligible to receive Federal grants, except as deemed necessary for law enforcement purposes by the Attorney General or the Secretary. The Secretary has the authority to designate, in his discretion and to the extent consistent with law, a jurisdiction as a sanctuary jurisdiction. The Attorney General shall take appropriate enforcement action against any entity that violates 8 U.S.C. 1373, or which has in effect a statute, policy, or practice that prevents or hinders the enforcement of Federal law.

(b) To better inform the public regarding the public safety threats associated with sanctuary jurisdictions, the Secretary shall utilize the Declined Detainer Outcome Report or its equivalent and, on a weekly basis, make public a comprehensive list of criminal actions committed by aliens and any jurisdiction that ignored or otherwise failed to honor any detainers with respect to such aliens.

(c) The Director of the Office of Management and Budget is directed to obtain and provide relevant and responsive information on all Federal grant money that currently is received by any sanctuary jurisdiction.

Sec. 10. *Review of Previous Immigration Actions and Policies.* (a) The Secretary shall immediately take all appropriate action to terminate the Priority Enforcement Program (PEP) described in the memorandum issued by the Secretary on November 20, 2014, and to reinstitute the immigration program known as "Secure Communities" referenced in that memorandum.

(b) The Secretary shall review agency regulations, policies, and procedures for consistency with this order and, if required, publish for notice and comment proposed regulations rescinding or revising any regulations inconsistent with this order and shall consider whether to withdraw or modify any inconsistent policies and procedures, as appropriate and consistent with the law.

(c) To protect our communities and better facilitate the identification, detention, and removal of criminal aliens within constitutional and statutory parameters, the Secretary shall consolidate and revise any applicable forms to more effectively communicate with recipient law enforcement agencies.

Sec. 11. *Department of Justice Prosecutions of Immigration Violators.* The Attorney General and the Secretary shall work together to develop and implement a program that ensures that adequate resources are devoted to the prosecution of criminal immigration offenses in the United States, and to develop cooperative strategies to reduce violent crime and the reach of transnational criminal organizations into the United States.

Sec. 12. *Recalcitrant Countries.* The Secretary of Homeland Security and the Secretary of State shall cooperate to effectively implement the sanctions provided by section 243(d) of the INA (8 U.S.C. 1253(d)), as appropriate. The Secretary of State shall, to the maximum extent permitted by law, ensure that diplomatic efforts and negotiations with foreign states include as a condition precedent the acceptance by those foreign states of their nationals who are subject to removal from the United States.

Sec. 13. *Office for Victims of Crimes Committed by Removable Aliens.* The Secretary shall direct the Director of U.S. Immigration and Customs Enforcement to take all appropriate and lawful action to establish within U.S. Immigration and Customs Enforcement an office to provide proactive, timely, adequate, and professional services to victims of crimes committed by removable aliens and the family members of such victims. This office shall provide quarterly reports studying the effects of the victimization by criminal aliens present in the United States.

Sec. 14. *Privacy Act.* Agencies shall, to the extent consistent with applicable law, ensure that their privacy policies exclude persons who are not United States citizens or lawful permanent residents from the protections of the Privacy Act regarding personally identifiable information.

Sec. 15. *Reporting.* Except as otherwise provided in this order, the Secretary and the Attorney General shall each submit to the President a report on the progress of the directives contained in this order within 90 days of the date of this order and again within 180 days of the date of this order.

Sec. 16. *Transparency.* To promote the transparency and situational awareness of criminal aliens in the United States, the Secretary and the Attorney General are hereby directed to collect relevant data and provide quarterly reports on the following:

(a) the immigration status of all aliens incarcerated under the supervision of the Federal Bureau of Prisons;

(b) the immigration status of all aliens incarcerated as Federal pretrial detainees under the supervision of the United States Marshals Service; and

(c) the immigration status of all convicted aliens incarcerated in State prisons and local detention centers throughout the United States.

Sec. 17. *Personnel Actions.* The Office of Personnel Management shall take appropriate and lawful action to facilitate hiring personnel to implement this order.

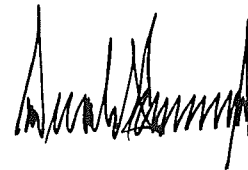
Sec. 18. *General Provisions.* (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



THE WHITE HOUSE,
January 25, 2017.

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 27,800.00 which it will advance to Grantee to meet not to exceed 54.9400 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

Simon Dennis
Simon Dennis, Selectboard Chair

and attested with its corporate seal affixed (if applicable) by

Geoff Martin
Hartford Energy Coordinator

Attest:

By

Simon Dennis
Simon Dennis

(Title) Selectboard Chair

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

(Name)

(Title)

ATTACHMENT A
(to the RD 3570-3 Grant Agreement)

COMMUNITY FACILITIES GRANT AGREEMENT

GRANTEE: Town of Hartford

Total project cost: \$50,600.00

Total Eligible Cost: \$50,600.00

Rural Development Grant: \$27,800.00

Rural Development Share of Project: 54.94%

The project involved replacing the roof on the Bugbee Senior Center, 262 North Main Street, White River Junction, Town of Hartford.

SEE ATTACHED LEGAL DESCRIPTION

The estimated useful life of this project is: 15 years

**Summary**

SPAN 28509012305
 VPID 5822
 Property Address 262 NORTH MAIN STREET
 Use Class/Description 740C LOCAL MDL-94
 Map/Block/Lot/Unit 45/69//
 Zoning R1
 NBHD Code 0001A
 Acres 0.5
 Utilities Public Water,Public Sewer

[View Map](#)
Owner

HARTFORD TOWN OF
 T D BUGBEE SENIOR CENTER
 262 NORTH MAIN STREET
 WHITE RIVER JCT, VT 05001-7027

Valuation

Assessed Year	2019	2018	2017	2016
Appraised Building Value	\$513,600.00	\$513,600.00	\$513,600.00	\$513,600.00
Appraised XF/OB Value	\$20,000.00	\$20,000.00	\$20,000.00	\$9,500.00
Appraised Land Value	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
Appraised Total Value	\$588,600.00	\$588,600.00	\$588,600.00	\$578,100.00
Assessed Building Value	\$513,600.00	\$513,600.00	\$513,600.00	\$513,600.00
Assessed XF/OB Value	\$20,000.00	\$20,000.00	\$20,000.00	\$9,500.00
Assessed Land Value	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
Assessed Total Value	\$588,600.00	\$588,600.00	\$588,600.00	\$578,100.00

Buildings

Building #	1	Fireplaces		
Style	Clubs/Lodges	Roof Cover	Asphalt	
Occupancy	0	Roof Structure	Gable	
Actual Year Built	1984	Floor Type	Carpet	
Effective Year Built	1998	Heat Type	Hot Water	
Living Area	5,867	Fuel Type	Gas	
Stories	1	AC	Central	
Grade	B	Bdrms/Full Bth/Hlf Bth/Ttl Rm		
Exterior Wall	Pre-Fab Wood	Basement Finished Area		
Interior Wall	Drywall	Basement Sq. Ft.	975	
Code	Description	Living Area	Gross Area	Effective Area
BAS	First Floor	5,867	5,867	5,867
CAN	Canopy	0	24	5
FOP	Porch, Open	0	40	6
UBM	Basement, Unfinished	0	975	341
Totals		5,867	6,906	6,219

Out Buildings\Extra Features

Description	Paving	Year Built	1988
Sub Description	Asphalt	Value	\$20,000
Area	20000 S.F.		

Sales

Sales Date	Instrument Type	Type of Document	Grantor	Grantee	Book/Page	Sale Validity	Amount
				HARTFORD TOWN OF T D BUGBEE SENIOR CENTER	0-0	U	\$0.00

Recent Sales in Area

From: 2016-07-26 To: 2019-07-26

[Sales by Neighborhood](#)
[Sales by Distance](#)

1500

Feet

**Photos**