

3

Miranda Bergmeier

From: Amy Stringer <vermont6633@gmail.com>
Sent: Friday, June 25, 2021 8:37 AM
To: Herb Durfee; Miranda Bergmeier
Subject: Zoom access

To the selectboard and Herb Durfee-

We would like to second Linda Cook's suggestion that selectboard meetings continue to be accessible via Zoom. We know the board wants to be inclusive, encouraging as many citizens as possible to attend the meetings. By continuing Zoom access, these meetings will be available to those who are homebound for a variety of reasons: age, infirmity, small children, a flat tire, a snowstorm - whatever!

Thank you for your attention to this request-

Sincerely,
Amy Stringer
Jaan Laaspere

Herb Durfee

From: Herb Durfee
Sent: Monday, June 28, 2021 10:36 AM
To: 'Amy Stringer'
Cc: Miranda Bergmeier; Roger Arnold
Subject: RE: Police cameras
Attachments: D Byrne return donation ltr 03-30-2021.docx

Amy,

Excerpt from March 24, 2021 Selectboard minutes:

6. Monetary Gift for the Purchase of Car/Body Cameras for the Police Department. Arnold reviewed the history of the solicitation and receipt of a donation from the Byrne Foundation toward the purchase of police in-car and body cameras. SB members discussed the issue of funds from the Byrne Foundation and whether to accept the funds. Neil Fulton spoke about the history of police camera use. Linda Cook spoke about the value and use of police cameras and said that dash camera footage was valuable to her in a case. Jon Felde, Sharon Racusin, Liz Blum, and Heidi Lockwood all spoke against accepting the money from the Byrne Foundation. Linda Cook said that other town departments have received money from the Byrne Foundation. SB members agreed to discuss body cameras during future capital budget discussions and agreed to discuss the gift policy regarding philanthropy and what procedures should be in place. Layton moved (2nd Calloway) to authorize the acceptance of a gift of funds for the purchase of in-car and body cameras for the Norwich Police Department. Motion failed unanimously. SB members agreed that Arnold will work with Durfee to write and send a diplomatic rejection letter to the Byrne Foundation.

For the full discussion, CATV posts our recorded meetings.

Also, attached is the final draft of the letter that went to the Dorothy Byrne returning the funds. (I don't have the final, final since my assistant is on vacation this week and it's in her files. But, the root of the reason for the return is that the Board wishes to update its Gift Policy prior to accepting such funds. Currently, the Board is amid updating the policy.

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: Amy Stringer [<mailto:vermont6633@gmail.com>]
Sent: Monday, June 28, 2021 9:42 AM
To: Herb Durfee; Miranda Bergmeier
Subject: Police cameras

To the selectboard and Herb Durfee-

If body cameras were worn by our officers, there would be added protection for both the citizen and the police officer, perhaps preventing accusations and denials. Yet, it is my understanding that this board rejected body-worn and in-car cameras which were to be paid for by the Byrne Foundation.

I would appreciate it if this board explained why they rejected these efforts by Chief Frank who managed to procure the funding for these cameras. I realize this happened a while ago, but for those of us new to this subject, a succinct explanation would be a great help.

Thank you-
Amy Stringer

Herb Durfee

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Sent: Monday, June 28, 2021 9:42 AM
To: Herb Durfee; Miranda Bergmeier
Subject: Police cameras

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Thank you-
Amy Stringer

Folger Tuggle
Waterman Hill Farm
47 Waterman Hill Road
Norwich, VT 05055

Selectboard
Town of Norwich, Vermont
PO Box
Main Street
Norwich, VT 05055

Wednesday, June 30, 2021

Dear Selectboard Members,

Due to a professional change with increased required travel, I will be unable to fulfill my obligations as a member of the Norwich Historic Preservation Commission. Therefore, I resign, effective July 9, 2021.

Thank you for your attention to this matter.

Sincerely,
Folger Tuggle

Cc: Nancy Osgood, Chairperson NHPC

Miranda Bergmeier

From: William Smith <birdseye95@comcast.net>
Sent: Thursday, July 01, 2021 12:03 PM
To: Miranda Bergmeier
Subject: Childcare committee

Again, I would like to know Why only the voices of those with children younger than school age are the Only ones being asked for their opinion here??? This is very one sided and should not be the only voices that a committee charged by the Select board is interested in hearing from. The committee should be tasked with hearing from Everyone. Especially those of us who have already successfully navigated this issue. This town has Never had an issue attracting, or being 'accessible' to, families with children, including my own. My husband I and moved here into a house we could afford while I stayed home to take care of our children. We made that decision based on our finances, before we had children. 'Suggestions for How the town can help'??? why on earth should any of us Expect help from the town to care for our children prior to Kindergarten? These are family decisions, that should be investigated and made before you decide to live in a place. We did not move to this place and expect you to change, or add to others taxes, because we didn't plan accordingly for the way we would raise our children, or could afford to. We sent our children to the Hampshire Co-op and to the Norwich Nursery School, both always had scholarship available for those who needed it. If there is more local need for nursery school spaces or day care space than exists, that sounds like a business opportunity for someone, not a need for subsidized child care.

Ann Marie Smith



Vermont Department of Environmental Conservation

Agency of Natural Resources

Drinking Water and Groundwater Protection Division

One National Life Drive – Davis 4 [phone] 802-828-1535
Montpelier, VT 05620-3521 [fax] 802-828-1541
<http://dec.vermont.gov/water>



NORWICH FIRE DISTRICT 1 - VT0005326

Consumer Confidence Report - 2020

This report is a snapshot of the quality of the water that we provided in 2020. Included are the details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards. We are committed to providing you with information because informed customers are our best allies. This report is designed to inform you about the quality water and services we deliver to you every day.

Norwich Fire District Information

Happenings. Progress continues to be made on updating and replacing aging infrastructure with the help of the recently completed Asset Management Plan. In the fall of 2020 400 feet of 6-inch ductile iron pipe was replaced with 8-inch ductile iron pipe zinc coated and poly wrapped to help protect against acidic soils. Currently the water meter replacement project has started. Replacing 40-year-old water meters (Estimated useful life of 20 years) with new radio read meters capable of leak detection. The next infrastructure improvement project is replacement of watermains on Hazen and Cliff St, tentatively scheduled for 2022. Replacing 6-inch cast iron pipe installed in the 1930 with new 8-inch ductile iron pipe.

Employees. The Norwich Fire District Water Department is fortunate to have two talented and dedicated full-time staff: our Operations Manager, Sam Eaton, and Certified Water Operator, Michael Tebbetts. Their various skills complement each other, and they are on-call outside of regular business hours year-round.

Water System. Water is produced through two gravel-packed wells. The new well is the primary supplier of water, while the old well is available for backup if necessary. Water is stored in a 500,000-gallon concrete reservoir. The large size is to facilitate drinking water and fire suppression water availability. Additives include Chlorine to eliminate harmful microbes and Fluoride to support healthy teeth; both levels are monitored daily.

Payment Dropbox. In lieu of mailing, customers may now leave payments in the drop box outside of the Office at 293 Main Street. To request an in-person appointment at this location, please call (802) 649-5424 since staff presence at the Office is irregular.

Prudential Committee Meetings. To learn more about the Fire District, please attend any of our regularly scheduled Prudential Committee meetings. All Fire District meetings are held over Zoom unless otherwise noted. Please look for warnings or meeting agendas posted on the exterior bulletin boards at Tracy Hall, bulletin board in the Post Office, and the Norwich Fire District office door at 293 Main St. As well as a posting of the agenda on the Norwich List Serve.

The Norwich Fire District Prudential Committee members are:

Michael Goodrich, Chair – Term expires 2023
Alicia Groft – Term expires 2024
Elliot Harik – Term expires 2022

Water Source Information

Your water comes from:

Source Name	Source Water Type
NEW WELL	Groundwater
OLD WELL	Groundwater

The State of Vermont Water Supply Rule requires Public Community Water Systems to develop a Source Protection Plan. This plan delineates a source protection area for our system and identifies potential and actual sources of contamination. Please contact us if you are interested in reviewing the plan.

Drinking Water Contaminants

The sources of drinking water (both tap water and bottled water) include surface water (streams, lakes) and ground water (wells, springs). As water travels over the land’s surface or through the ground, it dissolves naturally-occurring minerals. It also picks up substances resulting from the presence of animals and human activity. Some “contaminants” may be harmful. Others, such as iron and sulfur, are not harmful. Public water systems treat water to remove contaminants, if any are present.

In order to ensure that your water is safe to drink, we test it regularly according to regulations established by the U.S. Environmental Protection Agency and the State of Vermont. These regulations limit the amount of various contaminants:

- Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife
- Inorganic contaminants**, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides**, may come from a variety of sources such as storm water run-off, agriculture, and residential users.
- Radioactive contaminants**, which can be naturally occurring or the result of mining activity
- Organic contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and also come from gas stations, urban storm water run-off, and septic systems.

Water Quality Data

The table below lists all the drinking water contaminants that we detected during the past year. It also includes the date and results of any contaminants that we detected within the past five years if tested less than once a year. The presence of these contaminants in the water does not necessarily show that the water poses a health risk.

Terms and abbreviations - In this table you may find terms you might not be familiar with. To help you better understand these terms we have provided the following definitions:

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Level 1 Assessment: A level 1 Assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Level 2 Assessment: A Level 2 Assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Locational Running Annual Average (LRAA): The average of sample analytical results for samples taken at a particular monitoring location during four consecutive calendar quarters.

Maximum Contamination Level (MCL): The “Maximum Allowed” MCL is the highest level of a contaminant that is allowed

in drinking water. MCL's are set as close to the MCLG's as feasible using the best available treatment technology.

Maximum Contamination Level Goal (MCLG): The "Goal" is the level of a contaminant in drinking water below which there is no known or expected risk to human health. MCLG's allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. Addition a disinfectant may help control microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of disinfectants in controlling microbial contaminants.

Nephelometric Turbidity Unit (NTU): NTU is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Parts per million (ppm) or Milligrams per liter (mg/l): (one penny in ten thousand dollars)

Parts per billion (ppb) or Micrograms per liter (ug/l): (one penny in ten million dollars)

Parts per trillion (ppt) or Nanograms per liter (ng/l): (one penny in ten billion dollars)

Picocuries per liter (pCi/L): a measure of radioactivity in water

Running Annual Average (RAA): The average of 4 consecutive quarters (when on quarterly monitoring); values in table represent the highest RAA for the year.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

90th Percentile: Ninety percent of the samples are below the action level. (Nine of ten sites sampled were at or below this level).

Per- and polyfluoroalkyl substances (PFAS): a group of over 4,000 human-made chemicals (they do not occur naturally) that have been used in industry and consumer products worldwide and includes:

(PFNA): Perfluorononanoic Acid

(PFOA): Perfluorooctanoic Acid

(PFOS): Perfluorooctane Sulfonic Acid

(PFHpA): Perfluoroheptanoic Acid

(PFHxS): Perfluorohexane Sulfonic Acid

(11Cl-PF3OUdS): 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic Acid

(9Cl-PF3ONS): 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic Acid

(DONA): 4,8-Dioxa-3H-perfluorononanoic Acid

(HFPO-DA): Hexafluoropropylene Oxide Dimer Acid

(NEtFOSAA): N-ethyl perfluorooctanesulfonamidoacetic Acid

(NMeFOSAA): N-methyl perfluorooctanesulfonamidoacetic Acid

(PFBS): Perfluorobutane Sulfonic Acid

(PFDA): Perfluorodecanoic Acid

(PFDoA): Perfluorododecanoic Acid

(PFHxA): Perfluorohexanoic Acid

(PFTA): Perfluorotetradecanoic Acid

(PFTrDA): Perfluorotridecanoic Acid

(PFUnA): Perfluoroundecanoic Acid

Detected Contaminants NORWICH FIRE DISTRICT 1

Disinfection Residual	RAA	RANGE	Unit	MRDL	MRDLG	Typical Source
Chlorine	0.349	0.220 - 0.470	mg/l	4	4	Water additive to control microbes

Chemical Contaminants	Collection Date	Highest Value	Range	Unit	MCL	MCLG	Typical Source
Fluoride	07/01/2020	0.72	0.49 - 0.72	ppm	4	4	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate	08/10/2020	0.066	0.066 - 0.066	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

Disinfection ByProducts	Collection Year	Highest LRAA	Range	Unit	MCL	MCLG	Typical Source
Total Trihalomethanes	2020	1	1 - 1	ppb	80	0	By-product of drinking water chlorination

Lead and Copper	Collection Year	90th Percentile	Range	Unit	AL*	Sites Over AL	Typical Source
Lead	2018	2.7	0 - 3.1	ppb	15	0	Corrosion of household plumbing systems; Erosion of natural deposits
Copper	2018	0.097	0.036 - 0.1	ppm	1.3	0	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives

*The lead and copper AL (Action Level) exceedance is based on the 90th percentile concentration, not the highest detected result.

Health Information Regarding Drinking Water

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants, can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from EPA's Safe Drinking Water Hotline (1-800-426-4791).

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Safe Drinking Water Hotline.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. NORWICH FIRE DISTRICT 1 is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by

flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your drinking water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Distribution Information

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place and distributing copies by hand or mail.

Per- and Polyfluoroalkyl Substances (PFAS) are contaminants you may see reported in your Consumer Confidence Report (CCR) for the first time.

What are PFAS?

PFAS are a group of over 4,000 human-made chemicals (they do not occur naturally) that have been used in industry and consumer products worldwide since at least the 1950s. These chemicals are used to make household and commercial products that resist heat and chemical reactions and repel oil, stains, grease, and water. Some common products that may contain PFAS include non-stick cookware, water-resistant clothing and materials, cleaning products, cosmetics, food packaging materials, and some personal care products. Due to their resilient chemical nature, they don't readily degrade once they are released into the environment. In addition, the common use of these chemicals in industry and consumer products has led to their widespread impact on the environment. The impact of these chemicals on your drinking water continues to be studied.

Why are PFAS being tested in my drinking water?

In May 2019, Act 21 (S.49), an act relating to the regulation of per- and polyfluoroalkyl substances (PFAS) in drinking and surface waters, was signed by Governor Scott. This Act provides a comprehensive framework to identify PFAS contamination and to issue new rules to regulate PFAS levels in drinking water.

What if PFAS have been detected in my drinking water?

Act 21 set an interim standard for the detected concentration of five PFAS in drinking water, or the combined concentration of any of the 5 PFAS, which should not exceed **20 parts per trillion (ppt)**. The interim standard is based on the Health Advisory established by the Vermont Department of Health. The five PFAS are:

- (PFNA):** Perfluorononanoic Acid
- (PFOA):** Perfluorooctanoic Acid
- (PFOS):** Perfluorooctane Sulfonic Acid
- (PFHpA):** Perfluoroheptanoic Acid
- (PFHxS):** Perfluorohexane Sulfonic Acid

If your water has been tested and the **sum any of the five PFAS listed above is confirmed to exceed 20 ppt**, a Do Not Drink notice will be issued informing you not to use your water for drinking or cooking, brushing teeth, making ice cubes, making baby formula, washing fruits and vegetables or any other consumptive use. You will be advised to use another source of water for consumption which may include bottled water.

An additional 13 PFAS were required to be tested for, per Act 21. These additional 13 PFAS, listed below, currently do not have an established health-based standard and are not counted toward the combined standard of 20 ppt:

- (11Cl-PF3OUdS):** 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic Acid
- (9Cl-PF3ONS):** 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic Acid
- (DONA):** 4,8-Dioxa-3H-perfluorononanoic Acid
- (HFPO-DA):** Hexafluoropropylene Oxide Dimer Acid
- (NEtFOSAA):** N-ethyl perfluorooctanesulfonamidoacetic Acid
- (NMeFOSAA):** N-methyl perfluorooctanesulfonamidoacetic Acid
- (PFBS):** Perfluorobutane Sulfonic Acid
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- (PFHxA):** Perfluorohexanoic Acid
- (PFTA):** Perfluorotetradecanoic Acid
- (PFTrDA):** Perfluorotridecanoic Acid
- (PFUnA):** Perfluoroundecanoic Acid

Where can I learn more about PFAS in drinking water?

For information about the health effects of PFAS, please visit www.healthvermont.gov/water/pfas or call the Vermont Department of Health at 1-800-439-8550. If you have specific health concerns, contact your health care provider.

07/09/21
02:20 pm

Town of Norwich Accounts Payable
Check Warrant Report # 22-01 Current Prior Next FY Invoices For Fund (FIRE APPARATUS FUND)
All Invoices For Check Acct 03(General) 07/14/21 To 07/14/21

3

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ATG	06/25/21	ADVANTAGE TRUCK GROUP FD Engine 1 repairs R701000996	06-5-555322.00 FIRE EQUIPMENT PURCHASES	9961.81	10366	07/14/21
<p>This repair has been approved by the board on 6/23/21 and approved for money to come out of the Fire Apparatus Designated Fund account. If needed, invoice can be viewed along with select board minutes approving repairs. Items are available for viewing in finance.</p>						
Report Total				9961.81		

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****9,961.81
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR Becky Grammer TOWN MANAGER: Herbert Durfee
Becky Grammer Herbert Durfee

SELECTBOARD:

Roger Arnold Chair
Mary Layton Vice Chair
Robert Gere
Marcia Calloway
Claudette Brochu

07/09/21
02:20 pm

Town of Norwich Accounts Payable

3

Check Warrant Report # 22-01 Current Prior Next FY Invoices For Fund (Granite bench with crista)

HTML5BGRAMMER

All Invoices For Check Acct 03 (General) 07/14/21 To 07/14/21

Vendor	Invoice Date	Invoice Description	Account	Amount Paid	Check Number	Check Date
LISA HOLL LISA HOLLEY	06/30/21	Refund Granite Bench	15-4-000800.00	250.00	10388	07/14/21
		GRANITE BENC	DONATION GRANITE BENCH			
NICH FABR NICHOLAS FABRIKANT	06/30/21	refund money	15-4-000800.00	1150.00	10392	07/14/21
		GRANITE BENC	DONATION GRANITE BENCH			
Refund money to donors in regards to the Granite Bench w/crystal project						
Report Total				1400.00		

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ *****1,400.00
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR


Becky Grammer

TOWN MANAGER:


Herbert Durfee

SELECTBOARD:

Roger Arnold
Chair

Mary Layton
Vice Chair

Robert Gere

Marcia Calloway

Claudette Brochu

07/09/21
02:20 pm

Town of Norwich Accounts Payable
Check Warrant Report # 22-01 Current Prior Next FY Invoices For Fund (General)
All Invoices For Check Acct 03(General) 07/14/21 To 07/14/21

3

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ROBERT HA	04/12/21	Fin director contract 57460152	01-5-200112.10 FINANCE OFFICER WAGE	1760.00	10364	07/14/21
ROBERT HA	06/15/21	Fin direct contract 57854435	01-5-200112.10 FINANCE OFFICER WAGE	2200.00	10364	07/14/21
ROBERT HA	06/22/21	Fin director contract 57896851	01-5-200112.10 FINANCE OFFICER WAGE	2794.00	10364	07/14/21
ROBERT HA	06/29/21	Fin direct contract 57941084	01-5-200112.10 FINANCE OFFICER WAGE	1760.00	10364	07/14/21
MOORAD	06/23/21	Toll for Rec turf class TOLL RD	01-5-425160.00 DUES/MTGS/EDUC	2.00	-----	--/--/--
ADVANCE	06/01/21	FD - Pump battery 5261244	01-5-555528.00 FIRE TRK R & M	47.51	10365	07/14/21
ADVANCE	06/07/21	Trk 13 return 5878263	01-5-703403.00 PARTS & SUPPLIES	-18.08	10365	07/14/21
ADVANCE	06/21/21	Trk 8 parts 7208907	01-5-703403.00 PARTS & SUPPLIES	25.71	10365	07/14/21
ADVANCE	06/22/21	Trk 8 parts 7313658	01-5-703403.00 PARTS & SUPPLIES	227.88	10365	07/14/21
ADVANCE	06/23/21	B & G gloves 7409055	01-5-704201.00 GARDEN SUPPLIES & PLANTS	289.50	10365	07/14/21
ADVANCE	06/28/21	Cat Grader parts 7913714	01-5-703403.00 PARTS & SUPPLIES	102.20	10365	07/14/21
ADVANCE	06/28/21	Trk 13 parts 7913715	01-5-703403.00 PARTS & SUPPLIES	6.28	10365	07/14/21
ADVANCE	07/01/21	Trk 1 8262635	01-5-703403.00 PARTS & SUPPLIES	68.18	10365	07/14/21
ADVANCE	07/06/21	PD Washer fluid 8713767	01-5-500308.00 CRUISER SUPPLIES	25.74	10365	07/14/21
ATG	06/16/21	Trk 8 parts X701007016	01-5-703403.00 PARTS & SUPPLIES	56.64	10366	07/14/21
ATG	06/16/21	Trk 8 parts X701007016-2	01-5-703403.00 PARTS & SUPPLIES	41.66	10366	07/14/21
ATG	06/15/21	Trk 8 brake parts X701007054	01-5-703403.00 PARTS & SUPPLIES	258.41	10366	07/14/21
ATG	06/16/21	Trk 8 parts X701007145	01-5-703403.00 PARTS & SUPPLIES	26.48	10366	07/14/21
ATG	06/18/21	Trk 8 parts X701007145-1	01-5-703403.00 PARTS & SUPPLIES	26.48	10366	07/14/21
Trk 8 has multiple fittings & only one part at store during first order on 6/16/21						
ATG	06/17/21	Trk 8 parts X701007148	01-5-703403.00 PARTS & SUPPLIES	924.62	10366	07/14/21
ATG	06/16/21	Trk 8 parts X701007154-2	01-5-703403.00 PARTS & SUPPLIES	26.48	10366	07/14/21
Trk 8 multiple fittings for air lines.						
ATG	06/18/21	Trk 8 parts X701007254	01-5-703403.00 PARTS & SUPPLIES	75.98	10366	07/14/21
ATG	06/23/21	Trk 8 parts X701007269	01-5-703403.00 PARTS & SUPPLIES	84.72	10366	07/14/21
ANYTIME	06/16/21	Wkly clean June 10 & 16 970284	01-5-485304.00 CLEANING	360.00	10367	07/14/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
ANYTIME	07/01/21	ANYTIME CARPET CARE & CLE Wkly clean June 23 970287	01-5-485304.00 CLEANING	180.00	10367	07/14/21
ANYTIME	07/01/21	ANYTIME CARPET CARE & CLE Wkly clean July 1 970287-1	01-5-485304.00 CLEANING	180.00	10367	07/14/21
TRUSSELL	06/29/21	BEN TRUSSELL FY 21-22 boot allowance FY 21-22BOOT	01-5-704311.00 UNIFORMS	144.00	-----	--/--/--
BENS	06/15/21	BEN'S UNIFORMS PD - uniforms 97608	01-5-500582.00 UNIFORMS	90.00	-----	--/--/--
BENS	06/18/21	BEN'S UNIFORMS PD uniforms 97649	01-5-500582.00 UNIFORMS	59.00	-----	--/--/--
BESTSEPT	07/01/21	BEST SEPTIC SERVICE, LLC TS - porty potty 27831	01-5-705500.00 PURCHASED SERVICES	130.00	10368	07/14/21
BETHELMIL	06/21/21	BETHEL MILLS B & G shovel 21020	01-5-704403.00 PARTS & SUPPLIES	22.99	10369	07/14/21
BETHELMIL	06/28/21	BETHEL MILLS Trk 8 parts 21491	01-5-703403.00 PARTS & SUPPLIES	22.74	10369	07/14/21
BETHELMIL	06/30/21	BETHEL MILLS B & G - garden 21635	01-5-704201.00 GARDEN SUPPLIES & PLANTS	38.98	10369	07/14/21
BERRBR	06/17/21	BRIAN BERRY FY20-21 boot allowance FY 20-21 BOO	01-5-500582.00 UNIFORMS	200.00	10370	07/14/21
SWENBR	07/07/21	BRIE SWENSON Rec summer camps SMFA -1 & MO	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	44.00	-----	--/--/--
		Rec summer camps & Summer Matters For All				
SWENBR	07/07/21	BRIE SWENSON Rec summer camps SMFA -1 & MO	01-5-425211.00 EQUIPMENT	23.97	-----	--/--/--
		Rec summer camps & Summer Matters For All				
SWENBR	07/07/21	BRIE SWENSON summer camps/SMFA SUM CAMP -1	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	92.82	-----	--/--/--
SWENBR	07/07/21	BRIE SWENSON summer camps/SMFA SUM CAMP -1	01-5-425351.00 Summer Matters for All	149.56	-----	--/--/--
SWENBR	07/07/21	BRIE SWENSON summer camps/SMFA SUM CAMP -1	01-5-425211.00 EQUIPMENT	110.06	-----	--/--/--
SWENBR	07/07/21	BRIE SWENSON SMFA along w/camps SUMMER CAMP	01-5-425351.00 Summer Matters for All	463.78	-----	--/--/--
SWENBR	07/07/21	BRIE SWENSON SMFA along w/camps SUMMER CAMP	01-5-425211.00 EQUIPMENT	307.34	-----	--/--/--
BUSINESS	06/08/21	BUSINESS CARD Planning AC AMAZON-AC	01-5-706109.00 BUILDING SUPPLIES	508.79	10371	07/14/21
BUSINESS	06/20/21	BUSINESS CARD Monthly zoom fee JUNE ZOOM	01-5-005610.00 OFFICE SUPPLIES	124.99	10371	07/14/21
BUSINESS	06/30/21	BUSINESS CARD Plan A/c damage/returned PLAN A/C	01-5-706109.00 BUILDING SUPPLIES	-508.79	10371	07/14/21
BUSINESS	06/08/21	BUSINESS CARD AC unit for TC Assist TC ASSIST A/	01-5-706113.00 REPAIRS & MAINTENANCE	299.99	10371	07/14/21
BUSINESS	06/23/21	BUSINESS CARD TC white pg membership TC WHITEPAGE	01-5-100610.00 OFFICE SUPPLIES	20.99	10371	07/14/21
CANON	06/29/21	CANON SOLUTIONS AMERICA, Copier mainenance 40JGG85902	01-5-275620.00 PHOTOCOPIER	262.67	10372	07/14/21
		This is for copier in Lister's office and in TC office.				
LINDBERG	06/23/21	CHERYL A LINDBERG Listers- exit & postage LISTER - 1	01-5-300615.00 DUES/MTGS/EDUC	91.59	10373	07/14/21
		Postage - grievance letters				

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
Exit interview/meeting						
LINDBERG	06/23/21	CHERYL A LINDBERG Listers- exit & postage LISTER - 1	01-5-300538.00 POSTAGE	4.84	10373	07/14/21
Postage - grievance letters						
Exit interview/meeting						
LINDBERG	06/23/21	CHERYL A LINDBERG Listers- grievance visits MILEAGE	01-5-300580.00 MILEAGE REIMB	13.80	10373	07/14/21
CINTAS	05/25/21	CINTAS CORPORATION First aid supplies 5063278609	01-5-703511.00 REPAIRS & MAINTENANCE	26.50	10374	07/14/21
COMCAST	06/26/21	COMCAST DPW - phone JULY 2021DPW	01-5-703505.00 TELEPHONE	292.08	10375	07/14/21
COTT	07/01/21	COTT SYSTEMS INC Monthly software fee 141280	01-5-100613.00 SOFTWARE	260.00	-----	---/--/--
CRYSTAL	06/22/21	CRYSTAL ROCK, LLC TS - water 062221	01-5-705500.00 PURCHASED SERVICES	12.00	-----	---/--/--
CRYSTAL	06/22/21	CRYSTAL ROCK, LLC DPW - water 62221	01-5-703507.00 SUPPLIES	7.00	-----	---/--/--
D&W	01/12/21	DAN & WHIT'S GENERAL STOR TH repairs 6251073	01-5-706113.00 REPAIRS & MAINTENANCE	11.40	10376	07/14/21
D&W	02/01/21	DAN & WHIT'S GENERAL STOR TS - office door fix 6263726	01-5-705411.00 REPAIRS & MAINTENANCE	3.00	10376	07/14/21
D&W	05/04/21	DAN & WHIT'S GENERAL STOR TH - ant traps 6324312	01-5-706113.00 REPAIRS & MAINTENANCE	13.98	10376	07/14/21
D&W	06/16/21	DAN & WHIT'S GENERAL STOR B & G for plants 6360116	01-5-704201.00 GARDEN SUPPLIES & PLANTS	18.99	10376	07/14/21
DHMC	06/09/21	DARTMOUTH-HITCHCOCK FD OSHA testing 213700077	01-5-555636.00 OSHA COMPLIANCE	136.00	10377	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-555126.00 DENTAL INSURANCE	67.73	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-703125.00 DENTAL INSURANCE	381.14	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-704125.00 DENTAL INSURANCE	103.71	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-500125.00 DELTA DENTAL	207.42	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-005125.00 DENTAL INSURANCE	239.46	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-350125.00 DENTAL INSURANCE	35.98	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-100125.00 DENTAL INSURANCE	135.46	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-200125.00 DENTAL INSURANCE	35.98	10378	07/14/21
DELTA DEN	07/01/21	DELTA DENTAL Dental ins for July 2021 JULY 2021	01-5-425125.00 DENTAL INSURANCE	119.73	10378	07/14/21
EVANSMOTO	06/18/21	EVANS GROUP, INC. Diesel 552/gal 18504	01-5-703405.00 PETROLEUM PRODUCTS	1304.49	-----	---/--/--
EVANSMOTO	06/30/21	EVANS GROUP, INC. Diesel 292/gal 18744	01-5-703405.00 PETROLEUM PRODUCTS	705.06	-----	---/--/--
EVANSMOTO	06/30/21	EVANS GROUP, INC. Gas 530 gal 18769	01-5-703405.00 PETROLEUM PRODUCTS	1469.53	-----	---/--/--

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
FASTENAL	06/22/21	DPW - restock NHWES89917	01-5-703403.00 PARTS & SUPPLIES	26.15	-----	--/--/--
FERGUSON	04/12/21	Rec - fencing 1014671	01-5-425322.00 REC FIELD CARE	806.22	-----	--/--/--
FERGUSON	05/04/21	Rec - credit on 4/12 invo CM081557	01-5-425322.00 REC FIELD CARE	-169.20	-----	--/--/--
FERGUSON	06/30/21	Rec - late fee STATEMENT	01-5-425322.00 REC FIELD CARE	12.74	-----	--/--/--
FIRSTLIGH	06/15/21	Phone 9351723	01-5-425127.00 TELEPHONE	6.58	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-705505.00 TELEPHONE	1.16	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-350531.00 TELEPHONE	0.76	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-100531.00 TELEPHONE	1.01	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-005531.00 ADMIN TELEPHONE	7.06	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-200531.00 TELEPHONE	8.49	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-300531.00 TELEPHONE	2.53	10379	07/14/21
FIRSTLIGH	06/15/21	Phone 9351723	01-5-275531.00 TELEPHONE	0.45	10379	07/14/21
GALLS, LLC	06/10/21	PD - name plates 18564615	01-5-500582.00 UNIFORMS	94.15	10380	07/14/21
GNOMON	06/30/21	Listers printing 60018	01-5-300550.00 PRINTING	22.00	10381	07/14/21
GMPC	06/24/21	Main St Tower JUNE 1	01-5-575233.00 TOWER POWER	13.18	10382	07/14/21
GMPC	06/23/21	Main St P7 S JUNE 2	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	26.60	10382	07/14/21
GMPC	06/16/21	Academy Rd Lights JUNE 3	01-5-703307.00 STREETLIGHTS	37.58	10382	07/14/21
GMPC	06/29/21	111 Turnpike Ev Chg JUNE 4	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	45.71	10382	07/14/21
GMPC	06/29/21	319 Main St - Solar JUNE 5	01-5-706115.00 BNDSTND/SIGN/EVCH ELECTRI	21.56	10382	07/14/21
GMPC	06/28/21	Street Lights JUNE 6	01-5-703307.00 STREETLIGHTS	1102.69	10382	07/14/21
HOGWASH	06/18/21	Rec - special events 1	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	250.00	10383	07/14/21
HOMEDEPOT	06/15/21	TH - repair to bathroom 14132	01-5-706113.00 REPAIRS & MAINTENANCE	93.56	10384	07/14/21
INNOVATIV	06/11/21	Dust control 59962	01-5-703205.00 DUST CONTROL	3705.74	-----	--/--/--
INNOVATIV	06/29/21	Dust control 60138	01-5-703205.00 DUST CONTROL	3698.86	-----	--/--/--
LEMASURIE	06/09/21	Mtn bike class - spring MTN BIKE CLA	01-5-425200.00 Instructor/Contractor Fee	3356.50	10385	07/14/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
POWELLJUD	06/21/21	JUDITH POWELL Business cards PD BUSI CARD	01-5-500501.00 ADMINISTRATION	40.99	-----	--/--/--
K&R	07/01/21	K & R PORTABLE RESTROOM S Rec porty potty 18953	01-5-425326.00 PORTABLE TOILET	152.50	10386	07/14/21
K&R	07/01/21	K & R PORTABLE RESTROOM S Rec - porty potty 18953-1	01-5-425326.00 PORTABLE TOILET	152.50	10386	07/14/21
KEYCOMM	06/16/21	KEY COMMUNICATIONS INC DPW- phone issues 54539	01-5-703505.00 TELEPHONE	65.00	-----	--/--/--
LEAF	06/30/21	LEAF CAPITAL FUNDING, LLC PD - copier 12056614	01-5-500501.00 ADMINISTRATION	82.00	-----	--/--/--
LEBFORD	06/21/21	LEBANON FORD PD EQ 3 repair 418839	01-5-500306.00 CRUISER MAINT	83.00	10387	07/14/21
LEBFORD	07/07/21	LEBANON FORD PD EQ 1 repair 419277	01-5-500306.00 CRUISER MAINT	815.77	10387	07/14/21
MAYER	06/30/21	MAYER & MAYER Employee order June 2021 JUNE 2021	01-2-001120.00 EMPLOYEE JUDGEMENT ORDER	75.00	10389	07/14/21
MCNEIL	06/03/21	MCNEIL, LEDDY & SHEAHAN, Prof services 35256	01-5-005300.00 PROFESS SERV	280.00	10390	07/14/21
NEMRC	06/27/20	NEW ENGLAND MUNI RESOURCE Flanning portion of mappi 45943-2	01-5-350341.00 MAPPING	95.00	10391	07/14/21
NEMRC	06/10/21	NEW ENGLAND MUNI RESOURCE Listers - set up fee 48166	01-5-300341.00 TAX MAPPING	500.00	10391	07/14/21
Listers - one time setup fee for online map viewer.						
PBA	06/30/21	NEW ENGLAND PBA, INC Union dues for June 2021 JUNE 2021	01-2-001117.00 UNION DUES PAYABLE	621.00	-----	--/--/--
NORAMSAF	06/24/21	NORTH AMERICAN SAFETY, IN uniforms for DPW & BG 58311	01-5-703311.00 UNIFORMS	135.75	10393	07/14/21
NORAMSAF	06/24/21	NORTH AMERICAN SAFETY, IN uniforms for DPW & BG 58311	01-5-704311.00 UNIFORMS	48.50	10393	07/14/21
NORNURSE	06/22/21	NORTHERN NURSERIES B & G Foley & Huntley Pk 41091	01-5-704201.00 GARDEN SUPPLIES & PLANTS	121.90	10394	07/14/21
NORTHFIEL	07/01/21	NORTHFIELD SAVINGS BANK Brwn School House PMY #1	01-2-003018.00 Northfield Savings Bk	14256.90	10395	07/14/21
Loan is for the Brown School House Pedestrian Bridge. This is a five year loan. This is the first payment and payments are only once a year in July. This payment is for FY 21-22						
NORTRAX	06/24/21	NORTRAX Deere Grader parts 2092370	01-5-703403.00 PARTS & SUPPLIES	810.66	10396	07/14/21
NORFARM	06/19/21	NORWICH FARM CREAMERY Rec - yogurt 2519	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	178.45	10397	07/14/21
NORWICH	06/21/21	NORWICH INN Rec - special event 1	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	74.25	10398	07/14/21
MULLPA	06/30/21	PAM MULLEN Vision reimbursement VISION	01-2-001126.00 VISION SERV PLAN-PAYROLL	18.70	10399	07/14/21
PIONEERMA	06/08/21	PIONEER MANUFACTURING CO Rec - field marking 792031	01-5-425324.00 HNTLY LINE MARKING	1480.00	-----	--/--/--
PITNEY	06/15/21	PITNEY BOWES Ink for postage meter 1018374399	01-5-275538.00 POSTAGE	80.74	10400	07/14/21
ROYCO	07/01/21	ROYCO DISTRIBUTORS INC DPW - oil 155371	01-5-703405.00 PETROLEUM PRODUCTS	131.70	10401	07/14/21

All Invoices For Check Acct 03(General) 07/14/21 To 07/14/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
STANTEC	05/23/21	Tigertown TAP-TA 1792459	01-5-703714.00 VT Trans - TAP Grant (Tig	839.76	10402	07/14/21
STITZEL	06/28/21	For May 2021 services 61937	01-5-005300.00 PROFESS SERV	4768.90	10403	07/14/21
SWEETLAND	06/30/21	Rec - special events 002-77	01-5-425220.00 SPECIAL EVENTS /SUPPLIES	480.00	10404	07/14/21
RICHARDSO	07/02/21	Computer maintenance 1929	01-5-275632.00 SERVER MAINTENANCE	191.25	10405	07/14/21
		This if for Listers, Finance, TM				
TDS LEASE	06/25/21	PD - water cooler 1078667	01-5-500501.00 ADMINISTRATION	90.00	-----	--/--/--
		Water cooler rental for July 6, 2021 to October 5, 2021 - four month rental rate				
TWORIVERS	06/28/21	Membership dues FY 21-22	01-5-350321.00 TWO RIVER PLANNING COMM.	5223.00	10406	07/14/21
		This is a year fee for Two Rivers Ottauquechee Regional Commission Membership dues for FY 21-22. Same cost as last year. This is for the Planning/Zoning department.				
ULINE	06/18/21	FD/EMS supplies 135141143	01-5-555424.00 EMS TOOLS/ EQUIP	659.63	10407	07/14/21
UNIFIRST	06/21/21	DPw uniforms 1070040604	01-5-703311.00 UNIFORMS	209.54	-----	--/--/--
UNIFIRST	06/21/21	DPw uniforms 1070040604	01 5 703507.00 SUPPLIES	84.53	-----	--/--/--
UNIFIRST	06/21/21	B & G uniforms 1070040606	01-5-704311.00 UNIFORMS	84.62	-----	--/--/--
UNIFIRST	06/28/21	DPW - uniforms 1070042804	01-5-703311.00 UNIFORMS	209.54	-----	--/--/--
UNIFIRST	06/28/21	DPW - uniforms 1070042804	01-5-703507.00 SUPPLIES	84.53	-----	--/--/--
UNIFIRST	06/28/21	B & G uniforms 1070042805	01-5-704311.00 UNIFORMS	76.78	-----	--/--/--
VALLEYNEW	06/15/21	Advertise for PD 136241	01-5-005540.00 ADVERTISING	169.50	10408	07/14/21
VLCTPACIF	02/02/21	Vehicle added to ins INT455020221	01-5-800518.00 PROP & CAS INSURANCE	658.00	10409	07/14/21
		2021 Chevy Silverado added to policy & bills of this not sent out until June 2021				
VLCTPACIF	06/01/21	P/C adjustment by VLCT INT455060121	01-5-800518.00 PROP & CAS INSURANCE	421.00	10409	07/14/21
VMERS	06/30/21	Employer part for June JUNE 2021 PA	01-2-001111.00 VMERS GRP B PAYABLE	328.37	10410	07/14/21
		Employer portion for new employee was not transferring over for May or June payroll. This is now resolved, but had to post both employer portions separately \$328.37 and \$107.86				
VMERS	05/31/21	Employer part May 2021 PAYROLL MAY	01-2-001111.00 VMERS GRP B PAYABLE	107.86	10410	07/14/21
		Employer portion for new employee was not transferring over for May or June payroll. This is now resolved, but had to post both employer portions separately \$328.37 and \$107.86				

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
VMERS	06/02/21	Payroll Transfer PR-06/02/21	01-2-001113.00 VMERS GRP C PAYABLE	1211.76	10410	07/14/21
		When one sees the wording on this one & others "payroll transfer" this means that after each payroll when items are transferred over to the general ledger, VMERS automatically transfer to payables.				
VMERS	06/02/21	Payroll Transfer PR-06/02/21	01-2-001111.00 VMERS GRP B PAYABLE	4380.68	10410	07/14/21
		When one sees the wording on this one & others "payroll transfer" this means that after each payroll when items are transferred over to the general ledger, VMERS automatically transfer to payables.				
VMERS	06/16/21	Payroll Transfer PR-06/16/21	01-2-001113.00 VMERS GRP C PAYABLE	1531.48	10410	07/14/21
VMERS	06/16/21	Payroll Transfer PR-06/16/21	01-2-001111.00 VMERS GRP B PAYABLE	4390.13	10410	07/14/21
VMERS	06/30/21	Payroll Transfer PR-06/30/21	01-2-001111.00 VMERS GRP B PAYABLE	4303.37	10410	07/14/21
VMERS	06/30/21	Payroll Transfer PR-06/30/21	01-2-001113.00 VMERS GRP C PAYABLE	1485.60	10410	07/14/21
VTTRANS	07/01/21	Final pmy FINAL PMY	01-5-005300.00 PROFESS SERV	21949.24	10411	07/14/21
		This is the final payment on the Church St sidewalk project that was rejected and the town is paying back all money for project STP SRIN(14). In all the town had to pay back \$65,847.74, over three years beginning with 2019, to the VT Agency of Transportation.				
WBMASON	06/28/21	TS - ink 221285138	01-5-705515.00 ADMINISTRATION	95.94	-----	--/--/--
WBMASON	06/28/21	Fin - tax season 221285138-1	01-5-200610.00 OFFICE SUPPLIES	72.19	-----	--/--/--
WBMASON	06/28/21	DPW - ofc supplies 221286797	01-5-703507.00 SUPPLIES	33.52	-----	--/--/--
WBMASON	06/29/21	Fin - paper 221317358	01-5-200610.00 OFFICE SUPPLIES	3.20	-----	--/--/--
WBMASON	07/01/21	Fin - envelopes 221405472	01-5-200610.00 OFFICE SUPPLIES	61.44	-----	--/--/--
WAVECOMM	07/01/21	DPW - pagers for the yr 14652	01-5-703505.00 TELEPHONE	1196.00	10412	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-705505.00 TELEPHONE	36.46	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-425127.00 TELEPHONE	40.73	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-300531.00 TELEPHONE	40.73	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-100531.00 TELEPHONE	40.73	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-005531.00 ADMIN TELEPHONE	40.74	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-200531.00 TELEPHONE	40.73	10413	07/14/21
EARTHLINK	07/01/21	Phone 73897509	01-5-275531.00 TELEPHONE	40.73	10413	07/14/21

All Invoices For Check Acct 03(General) 07/14/21 To 07/14/21

Vendor	Invoice Date	Invoice Description Invoice Number	Account	Amount Paid	Check Number	Check Date
EARTHLINK WINDSTREAM	07/01/21	Phone 73897509	01-5-350531.00 TELEPHONE	40.73	10413	07/14/21
WRIGHTS WRIGHTS SAWMILL, INC	06/21/21	Mulch for NWC garden 3	01-5-704201.00 GARDEN SUPPLIES & PLANTS	135.00	10414	07/14/21
Report Total				109167.47		

To the Treasurer of Town of Norwich, We hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***109,167.47
Let this be your order for the payments of these amounts.

FINANCE DIRECTOR Becky Grammar TOWN MANAGER: Herbert Durfee
Becky Grammar Herbert Durfee

SELECTBOARD:

Roger Arnold Chair

Mary Layton Vice Chair

Robert Gere

Marcia Calloway

Claudette Brochu

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DRAFT Minutes of the Selectboard Meeting of
Wednesday, June 23, 2021 at 6:30 pm

This meeting was conducted via teleconference using ZOOM and in person in Tracy Hall, in order to comply with Open Meeting Law requirements while providing remote access for attendees. Members present: Roger Arnold, Chair; Mary Layton, Vice Chair; Claudette Brochu; Marcia Calloway; Robert Gere; Herb Durfee, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 10 people in the audience.

Also participating: Charlotte Metcalf, Cheryl Lindberg, Linda Cook, Linda Gray, Rod Francis (Planning Director), Elisa Close, Pam Smith, Matt Swett, Sonny Lewellyn.

1. Approval of Agenda. Layton moved (2nd Calloway) to approve the agenda. **Motion approved unanimously.**

2. Public Comment. Cheryl Lindberg said the Listers have issued grievance letter and they will lodge the grand list next Wednesday. Linda Cook asked if the SB will continue with Zoom for the future. Arnold said the SB hasn't discussed it yet. Cook thanked the SB for continuing with Zoom thus far. Brochu thanked John Carroll for his work for the town and wished him a happy retirement.

3. Consent Agenda. Layton moved (2nd Calloway) to approve the consent agenda and to pull the Stringer correspondence. **Motion approved unanimously.** Lindberg asked about the recreation officials payments and why didn't they go through payroll. Durfee said he will look into that. Right now the payments are stipends; Durfee said he will pull the payments, if necessary. Layton moved (2nd Calloway) to accept correspondence from Amy Stringer. **Motion approved unanimously.** SB members agreed to develop an answer to Stringer's letter. Arnold said he mistakenly cited a recent survey as the source of his statement about a Norwich police officer mis-gendering a resident repeatedly. Arnold apologized for his error.

4. Appointment to Development Review Board (DRB). Linda Gray spoke in support of her application for appointment to the DRB. Brochu asked how many vacancies are on the DRB. Calloway said she thinks there could be a conflict of interest for Gray if she sits on the DRB, because of her work for the Energy Committee. Gere said it is possible to abstain from voting as a DRB member if an issue come before the DRB that involves the Energy Committee. Gere said that such issues are rare at the DRB. Layton agreed that Gray could recuse herself if necessary. Arnold agreed and stated that he doesn't see a problem with Gray's appointment. Rod Francis said that solar panel projects of a certain size are within the jurisdiction of the T Public Utilities Commission, not he DRB, so it is very rare for the DRB to have jurisdiction over a solar project. Layton moved (2nd Gere) to appoint Linda Gray to the Development Review Board for a three-year term ending April 30, 2024. **Motion approved 4 to 1 (no- Calloway).**

5. Wastewater Study. Arnold said the Rod Francis memo in the packet outlines the issue. Rod Francis gave a synopsis of his memo. The state funding source can be used to help fund systems of varying sizes, including small wastewater systems. A study would determine if there is a problem; if so, what is the problem; and what are the options to address the problem. Calloway expressed concern that the town is not authorized to spend money on a wastewater study. Layton said she is intrigued about Francis's mention of the possibility for smaller wastewater systems. Durfee addressed Calloway's concern about spending authorization by saying there is allowance in the budget for professional services. Durfee said the school is using a temporary solution for their

wastewater. Gere asked if the school has done any of their own studies. Francis said any studies conducted have been posted on the school district's website. Layton said she thinks a study would be valuable for the town. Brochu said she's inclined to support conducting a study. Calloway said she doesn't want to spend money on a study without specific authorization from the voters; she wants to put a warrant article before the voters. Elisa Close said she agreed with Calloway about not spending without voter approval; she thinks the SB should let the school get on with solving their own septic issues. Pam Smith said in the current fiscal year, the town has overspent the professional services budget line. Layton **moved** (2nd Brochu) to authorize the Town Manager to draft and release a Request for Qualifications (RFQ) and submit an application to the Department of Environmental Conservation Clean Water State Revolving Loan Fund program in support of undertaking a wastewater study for Norwich Village and adjacent areas. **Motion approved 4 to 1 (no- Calloway).**

6. Discussion of Policing... Brochu said in the best case scenario, the SB would approve an RFP at their next meeting in July. Brochu gave a synopsis of how she developed the RFP from Brattleboro's example. Calloway talked about her reasoning in developing the FRP. Calloway thinks the police should be included in the process. Layton said she likes the balance in the RFP document. Gere said his objection to a facilitator is in general; the facilitator envisioned in the RFP is more focused and also provides research for the process. Arnold said he thinks we want input from the public and a facilitator would help to encourage that participation. Arnold **sees** a need for a consultant to provide information to assist in the process; Arnold want a publicly available report as a product/result of the RFP work. Layton expressed concern about how to fund any work solicited by the RFP. Brochu said she would like to have SB members and Durfee submit to Brochu and Calloway their suggestions for edits to the RFP. Charlotte Metcalf said she would like to know more about the history of how this policing discussion arose. Metcalf want clarification on how many hours of policing are being provided to the community.

7. Board Statement On Policing... Arnold said he has not yet drafted a public statement. SB members agreed not to release a public statement until after they have developed and finalized the RFP. SB members agreed to proceed to agenda item #11 (Executive Session) next, then return to agenda item #9.

11. Executive Session re: Personnel (part 1 of 2). Layton **moved** (2nd Brochu) to enter executive session under 1 VSA §313(a)(3) to discuss the Town Manager improvement plan and annual evaluation, and to invite the Town Manager to join said executive session. **Motion approved unanimously.** SB moved into executive session at 8:41 pm. Layton **moved** (2nd Gere) to enter into public session. **Motion approved unanimously.** At 9:01 pm the Selectboard moved into public session.

9. Town Manager Report. Durfee introduced John Casey, who has been serving temporarily in the Finance Office, and has produced a revised financial dashboard document to highlight relevant information about the town's budget status. This dashboard is included in the SB meeting packet. Durfee reviewed and summarized the document and asked SB members if they like this new dashboard format. Calloway said the dashboard is better, and she'd also like to see the designated funds broken out and included in the dashboard document. Layton said she likes the way it's laid out. Arnold said this dashboard is a very improved tool that's helpful. Durfee said this round of interviews for Finance Director has resulted in a job offer to a candidate. Brochu asked about the status of the IT RFP. Durfee said the RFP review team has narrowed the proposals down to 4 firms, which will be asked to interview with the team. Gere said progress is definitely being made; Gere helped with the review process.

8. Repairs to Fire Engine #1. Matt Swett, Deputy Chief of the Fire Department, said the department's original plan was to refurbish Engine #1 at a future time, but that plan has changed because there are significant engine repairs that are necessary now. The FD proposes that, while the engine cylinders are being replaced, the other planned engine work should be done – soon than originally planned. Layton said it seems clear the proposed repairs should be completed. Sonny Lewellyn, mechanic at the Norwich DPW, explained the status of repairs for Engine #1. Lewellyn said he doesn't know how much the extra work will cost; he has requested an estimate from the shop but hasn't received that yet. Swett and SB members thanked Lewellyn for his excellent work at DPW and as a mechanic. Brochu **moved** (2nd Layton) to authorized the Fire Department to overhaul Engine #1's engine up to \$30,000 and to fund such repairs from the Designated Fund – Fire Apparatus. **Motion approved unanimously.**

10. Operational Plan for '21-'22. Calloway mentioned final edits to her proposed Operational Plan document. Calloway said she will clean up the document with final edits and then send it out to SB members. Brochu **moved** (2nd Gere) to accept the Operational Plan with Through Lines as submitted by Calloway in the 6/23/2021 Selectboard meeting packet and to affirm the through lines section in said document. **Motion approved 4 to 1 (no- Layton).**

11. Executive Session: Personnel (part 2 of 2). Layton **moved** (2nd Brochu) to find that premature general public knowledge of attorney client communications between the Selectboard and Town Attorney as to matters for which legal advice is sought would clearly place the Town at a substantial disadvantage by disclosing privileged communications and waiving attorney-client privilege. **Motion approved unanimously.** Layton **moved** (2nd Calloway) to find that premature general public knowledge of the Selectboard's discussion of an agreement with a town employee would clearly place the Town at a substantial disadvantage because of the potential for disclosing the Selectboard's internal exchange of ideas as to what the agreement may allow or require. **Motion approved unanimously.** Layton **moved** (2nd Calloway) to enter executive session for the purposes of considering attorney-client advice that has been shared with the Chair and for discussion of an employment agreement with a Town employee. **Motion approved unanimously.** SB moved into executive session at 10:01 pm.

Layton **moved** (2nd Gere) to enter public session. **Motion approved unanimously.** SB moved into public session at 11:00 pm.

11. Adjourn. Layton **moved** (2nd Gere) to adjourn. **Motion approved unanimously.**

Meeting adjourned at 11:01 pm.

By Miranda Bergmeier

Approved by the Selectboard on _____, 2021

Roger Arnold
Selectboard Chair

Next Meeting – June 30, 2021 – Meeting at 6:30

PLEASE NOTE THAT CATV POSTS RECORDINGS OF ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.

DRAFT Minutes of the Special Selectboard Meeting of
Wednesday, July 1, 2021 at 5:30 pm

This meeting was conducted via teleconference using ZOOM and in person in Tracy Hall, in order to comply with Open Meeting Law requirements while providing remote access for attendees. Members present: Roger Arnold, Chair; Mary Layton, Vice Chair; Claudette Brochu; Marcia Calloway ; Robert Gere; Herb Durfee, Town Manager

Also participating: Stuart Richards, Linda Cook, Pam Smith

1. Approval of Agenda. Layton moved (2nd Gere) to approve the agenda. Motion approved unanimously.

2. Public Comment. Stuart Richards said he objects to recent Board decisions regarding police staffing and the decision to pursue a wastewater study.

Marcia Calloway joined the meeting

3. Highway fund, chart of accounts, and fund balance reserve policy. Arnold asked Brochu and Calloway to offer comments on their proposed revisions. Brochu said a goal of this policy revision was to have “Undesignated Fund” / Reserve Fund moved out of the general fund. Calloway said that she reviewed the statutes and believes it would be easier to understand the chart of accounts if the Town followed the statutory construction, which includes a provision for a transportation or highway fund. Arnold asked Durfee how the chart of accounts is currently organized. Durfee said that anything related to transportation funds is in the same fund, the general fund, with the regular line items in the town budget. Durfee said a premise of having a highway fund is that you have two separate funds, with the transportation funds being put into a separate account with the same chart of accounts. Durfee said that with a transportation fund surplus or positive balance, the Selectboard itself can decide what to do with those funds without voter approval as long as they are spent on transportation. Calloway said there is no statutory term for “Undesignated Fund.” Durfee clarified that “Fund Balance” is termed in Norwich as “Undesignated Fund.” Layton said she agrees with establishing a Reserve Fund for Emergencies. Layton read from Vermont Municipal VLCT Treasured Responsibilities: “funds raised from highway taxes shall not be used for any other purpose, funds must be carried forward and used for their original purpose.” Calloway asked to strip references of “Undesignated Fund,” and Durfee pointed out that the policy revisions include “Fund Balance.” Brochu said she wanted to refer to this as “Fund Balance Reserve” and to remove “Emergency” from name. **Layton moved (second Calloway) to refer to the Undesignated Fund as the “Fund Balance Reserve” (4-1 Arnold-abstain).** Arnold asked if the Board would like to establish a Highway Fund. Gere asked about the Highway Tax and asked if the Highway expenditures need to be broken down as a separate line item that we generate tax funds for. Durfee said you would separate revenue out for both Funds and see a municipal rate for a highway fund and a total homestead rate would be adopted for both. Brochu said she believes also that gas tax money should be used for highway fund expenditures. Durfee said you would show offsetting revenues which would include highway taxes. Calloway asked if we should have a policy that states the funds that the Town of Norwich maintains. Arnold said he is not keen on further conversations relating to establishing a

highway fund until a Finance Director is hired. Calloway said she would like to establish a highway fund. Layton said she would be willing to talk more about establishing a highway fund in the future. Gere said that there are advantages to the Highway fund and thinks it's a good idea. Brochu said she would like the Board to revisit the topic but is in favor of a transportation fund. **The Board agreed by consensus to table the establishment of a Highway fund until Budget season.** Linda Cook asked how much money is collected from the gas tax. Durfee estimated that it was \$150,000. Pam Smith asked if these funds have separate checking accounts. Durfee clarified that it was a matter of the chart of accounts. Pam Smith asked about the status of the Climate Emergency Reserve Fund. Arnold said the board hasn't finished establishing the legislative intent for that reserve fund. **Layton (seconded by Calloway) moved to accept the fund balance reserve policy as presented in the packet. Motion unanimous.** Calloway and Brochu will take feedback on policy and present for a second reading at a future date.

4. Debt Management Policy. Calloway introduced the policy amendments from Layton and Calloway and referred Board members to their memo. Calloway stated that Layton emailed with our Auditor on the statutory limit on municipal debt and asked for written clarification from their comments made at the Board's December 2 meeting. Calloway mentioned that one of the questions is if debt should be calculated against the grand list or against assets. Layton said out that the statutory limit for debt is 10 x the total grand list which is clear but not a reasonable debt ratio for the town. Layton said the VLCT model policy was consulted. Brochu said she believes we do not need a Disaster Relief Fund and that our resilience has improved since 2017. Brochu said that we do not need an enterprise Fund. Brochu cautioned against addressing unique situations in policy such as the forthcoming school per pupil equalization study in S.13. Arnold agreed with Brochu and said those references should be removed from the policy. Layton said that there should be some way of planning for an anticipated tax increase of the expected magnitude. Brochu said that information presented by State Representatives Masland and Briglin at town meeting indicated the outcome of the equalization study would be gradual. Calloway said that the town of Ludlow uses an enterprise fund and said that it would be good to talk to some other towns and that enterprise funds are also in the model policy. Brochu said that Hartford's transfer station is an enterprise fund and that the fees that they collect for that fund do not solely support that transfer station. Layton said that her and Calloway can continue to research enterprise funds and their uses. Gere said that an enterprise fund could be applied to new projects that are envisioned. Arnold said he would like Board members to talk more about what level of debt should be established in policy. Brochu said that 10 x the grand list is not something she would consider and said she would like to hear more from the Auditor. Durfee said that debt includes credit and short term debt and there are some periods, like the July storms, that more debt may be acceptable. Gere asked if there was a way to establish long-term debt and have allowances for short-term borrowing. Calloway said that our policy should included bonded debt. Calloway asked if the first three paragraphs on the Debt Ratios should be kept in the policy. Board members agreed that they could be a footnote. **Brochu (seconded by Layton) moved to accept the first reading of the debt management policy as presented. Motion unanimous.**

5. Gift Policy. Arnold introduced the policy. Arnold said the policy now defines who has the ability to solicit donations for the Town and itemizes some considerations for what should be considered. Brochu said that Committees now cannot solicit for funds and that there be no

appearance of a quid-pro-quo. Layton asked if grants are included. Arnold said that it is. Calloway said that no one in town should be soliciting for gifts. Calloway said that the Board should review all gifts, regardless of their assessed dollar amount. Calloway said she is concerned about the current and future profits and expenses from possible land donations and also the loss of tax revenue. Arnold said that there are sections in the policy that can be added to in order address Calloway's concerns. Calloway said certain items such as valuations should be the burden of the donor rather than the town. Calloway said that anything that is given could have potential ramifications and the policy should be simplified to have the Board consider all gifts. Calloway agreed to send her changes to Arnold.

Mary Layon left the meeting at 7:00 pm.

Arnold asked Durfee to explain how Department Heads solicit gifts. Durfee said the Board is the form of approval and that he would send suggestions. Calloway said she is concerned about the focus on the value of a gift. Gere asked if minor valued items rise to the occasion of Board attention or merit space in a Board's agenda. Brochu said it is important to have an awareness of when departments are soliciting gifts. Calloway said the policy needs to be made more clear about how Board approval works. **Brochu (seconded by Calloway) moved to accept the gift policy as a first reading as presented in the packet. Motion unanimous.**

Board agreed to table the Capital Budget Policy to the next regular board meeting and the rest of the agenda items to a future special meeting to be determined.

Motion made by Gere to adjourn (seconded by Calloway).

Meeting adjourned at

By Roger Arnold

DRAFT Minutes of the Special Selectboard Meeting of
Tuesday, July 6, 2021 at 6:30 pm

This meeting was conducted via teleconference using ZOOM and in person in Tracy Hall, in order to comply with Open Meeting Law requirements while providing remote access for attendees. Members present: Roger Arnold, Chair; Mary Layton, Vice Chair; Claudette Brochu; Marcia Calloway; Robert Gere; Herb Durfee, Town Manager; Miranda Bergmeier, Assistant to the Town Manager.

There were about 2 people in the audience.

Also participating: No public comment was offered.

1. Approval of Agenda. Brochu **moved** (2nd Layton) to approve the agenda. **Motion approved unanimously.**
2. Public Comment. No public comment was offered.
3. Set FY2021-22 Tax Rate. Calloway asked for a brief walk-through of the tax rate calculation. Durfee summarized the chart as included in the meeting packet. Arnold thanked the Listers, Town Manager, and school personnel for their work on the tax rate. Layton **moved** (2nd Gere) to set the Fiscal Year 2021-22 Total Homestead Tax Rate at \$2.4358 (equal to a school homestead rate of \$1.8625, a town rate with local agreement of \$0.5659, and a county rate of \$0.0074) and the Non-Residential Tax Rate at \$2.3589 (equal to a school non-residential rate of \$1.7856, a town rate with local agreement of \$0.5659, and a county rate of \$0.0074). **Motion approved unanimously.**
4. Adjourn. Layton **moved** (2nd Gere) to adjourn. **Motion approved unanimously.**

Meeting adjourned at 6:46 pm.

By Miranda Bergmeier

Approved by the Selectboard on _____, 2021

Roger Arnold
Selectboard Chair

Next Meeting – July 14, 2021 – Meeting at 6:30

PLEASE NOTE THAT CATV POSTS RECORDINGS OF ALL REGULAR MEETINGS OF THE NORWICH SELECTBOARD.

Town Manager Monthly Report – June 2021 (07/08/21) - Highlights

1. Finance Office:
 - a. An individual has accepted the Finance Director position. For now, the name of the hired individual remains confidential until that individual gives notice to their current employer and has secured at least temporary housing in the area. The new director will begin work remotely in September and in person in early October.
 - b. In the interim of the new Finance Director coming on board, John Casey will continue to help with financial reporting and updates to policies/procedures (internal financial controls).
 - c. The FY 2022 tax rate was set by the Selectboard on July 6:
 - i. **Homestead Tax Rate = \$2.4358** (\$1.8625 School Homestead, \$0.5634 Town, \$0.0025 Local Agreement, and \$0.0074 Windsor County).
 - ii. **Non-Residential Tax Rate = \$2.3589** (\$1.7856 School Non-Residential, \$0.5634 Town, \$0.0025 Local Agreement, and \$0.0074 Windsor County).
 - d. **Tax bills will be mailed to property owners sometime between July 8 and July 13.** This year's tax installment due dates are:
 - i. **1st Tax Installment – due no later than 6:00 pm, Friday, August 13, 2021.**
 - ii. **Final Tax Installment – due no later than 6:00 pm, Friday, February 11, 2022.**
 - e. FYE 2021 pre-audit information continues to be gathered.
 - f. Delinquent tax report prepared of latest information.
2. DPW:
 - a. Larry Wiggins, PE, DPW Director submitted his letter of resignation, effective July 31.
 - b. Advertising for the DPW Director position has been initiated.
 - c. Internal advertising for the Working Forman will be conducted in FYE 2022. Final work on the job description currently is underway, including with Town's personnel legal counsel and the DPW Director.
 - d. Transportation services contract with TRORC is signed re: sidewalk inventory, RSMS, and related work.
 - e. Bridge Management Program contract is pending, subject to Board's authorization to spend bridge designated funds.
3. Police/Policing:
 - a. Final agreement was made between the Town and the Union re: promotion of Simon Keeling to Interim Police Chief.
 - b. Advertising was conducted for a temporary, full-time Patrol Officer. To date, there have been two applications. The first could not be hired based on the background check. The second is still under the background check and may result in only part-time, but that still would be helpful to the department.
4. IT Managed Services RFP:
 - a. There are four (4) finalist proposers. Interviews with those four currently are being scheduled before the review team. Hopefully, interviews and any necessary follow-up work by the review team can be completed, so a recommendation can be made to the

Selectboard before the end of July. This is two weeks later than hoped from last month's report, but scheduling so many individuals/firms has been problematic.

5. Beaver Meadow Road:

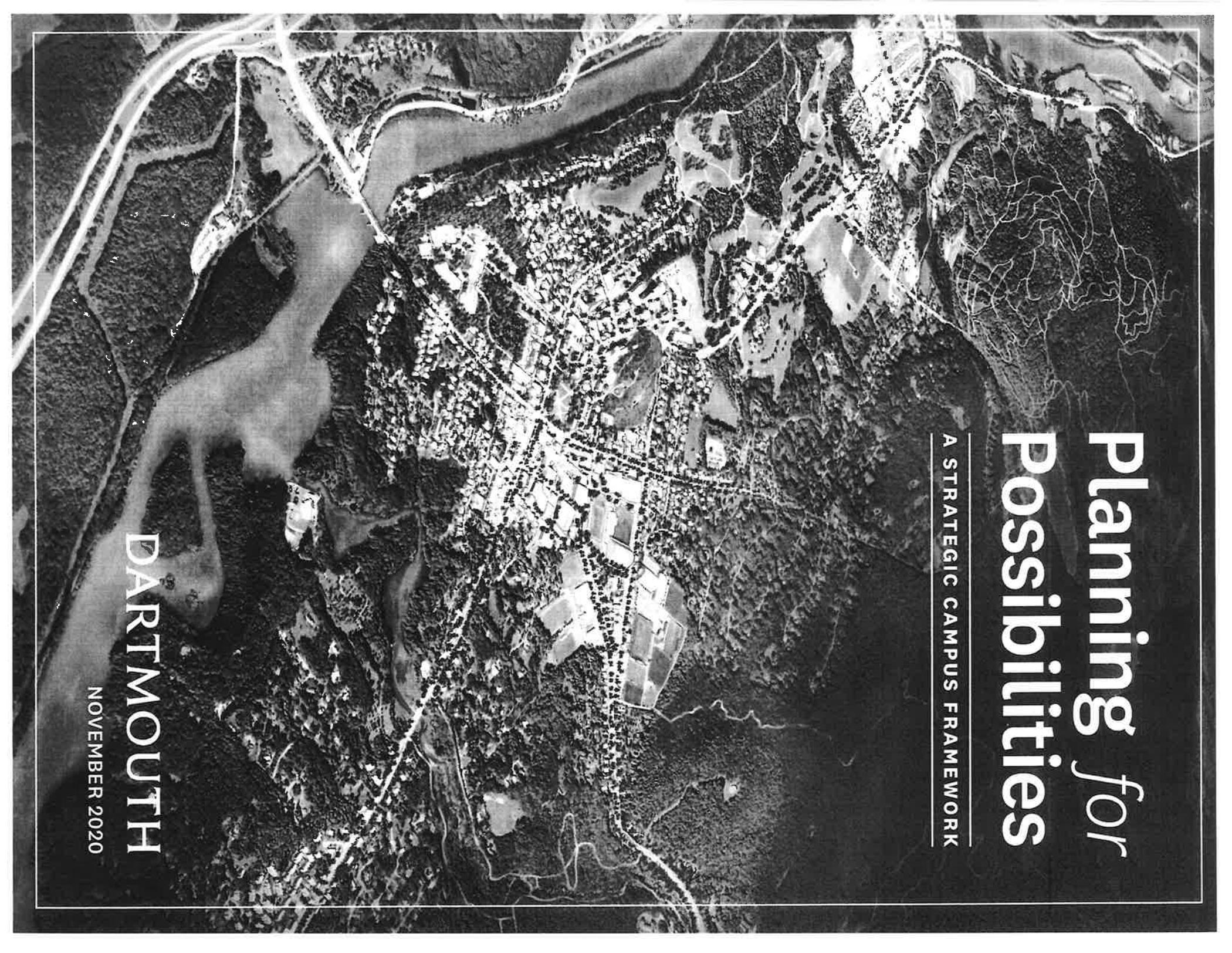
- a. TM has discussed some possible traffic calming measures in the interim of additional Town decision-making concerning the results of the scoping study for consideration of a new sidewalk on Beaver Meadow Road linking Moore Lane with the existing sidewalk near Huntley St. With the DPW Director, Planning & Zoning Director, and, to a degree, with the Interim Police Chief, the TM has discussed at least: paving widths, throttled travel lanes, caution signs, speed bumps, speed cart, and line striping.
 - i. Since the area of study does not have a sidewalk in place, the potential for liability precludes trying to create "space" on the paved section of the roadway to try to accommodate non-vehicular/pedestrian use. As such, this rules out throttled travel lanes.
 - ii. Also, widening roadways with larger shoulders is known in many cases to actually lead to increased speeds, so this rules out adding additional paved shoulders.
 - iii. Despite speed humps existing in another location in Town, mostly due to potential liability issues, staff does not support installation of speed bumps.
 - iv. Because Beaver Meadow Road is a Class 2 Highway, the state stripes the center lines (but not any fog lines). The state contracts this service. It will get done when the state contractor is in the area, and usually with little to no notice.
 - v. It remains unclear whether fog lines will be painted. Based on a formal bidding process for this year's town-wide striping, one bid was received. It exceeds the FYE 2022 budgeted amount and, to compound matters, it did not include the individual markings (stop bars, parking spaces, crosswalks, etc.) since the firm has no room to fit that into their schedule.
 - vi. It was agreed that some caution signage can be ordered and installed (e.g., "Pedestrians Ahead", "Share the Road", etc.)
 - vii. Also, it was agreed that a speed cart managed by the NPD and related directed patrols would also help. However, at present, though recommended by NPD, the budget currently does not include such expenditure. Additional authorization from the Selectboard and/or application for grant funding (if a source exists) would be necessary.

6. Bridge #12 – Moore Lane Bridge:

- a. Based on a local complaint received by the VT Department of Environmental Conservation Enforcement Division, the Town needs to address oozing/dripping creosote related to the Moore Lane Bridge (Bridge #12). The bridge is comprised of pavement covered, creosote soaked wooden decking. Especially during warming temperatures, the creosote sweats from the decking next to and into the Bloody Brook.
- b. TM/DPW are working with VT DEC to determine a course of action. TM has had a site visit with VT DEC and has reached out to VTrans to learn if there are any "best management practices" to help find a solution. Also, TM has reached out to Stantec to

have them prepare an estimate of the scope of work necessary to identify a solution. This remains pending.

- c. The Town will have to identify a short-term and a long-term solution.
 - d. This mandatory undertaking is likely to be expensive. The short-term solution is expected to be some type of seasonal “drape” that would collect the creosote drips. Hopefully, the short-term solution will allow for budgeting of what is expected to be an expensive long-term solution (that may result in significant bridge rehab/replacement). The effort with Stantec is intended to identify a solution(s).
7. Katucki vs. Town OML lawsuit
 - a. Katucki filed an “Amended Complaint”, and Town legal counsel in collaboration with TM is preparing any applicable response.
 8. COVID Plan Update
 - a. An updated COVID plan was prepared and released in mid-June that opened some municipal facilities (e.g., Tracy Hall) with certain conditions related to vaccinated/non-vaccinated individuals and related to governmental services only and duly noticed/scheduled meetings/programs. So far, no issues have surfaced (at least at the TM level).
 9. Budget and Capital Budget & Program:
 - a. The schedules with deadlines for the FYE 2023 operational budget and the FYE 2023 – FYE 2028 capital budget & program were sent to department heads, committees, elected officials, et al that are responsible for preparing a portion of the budget/capital budget.



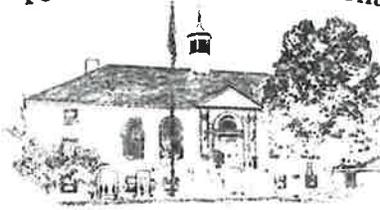
Planning *for* Possibilities

A STRATEGIC CAMPUS FRAMEWORK

DARTMOUTH

NOVEMBER 2020

Town of Norwich, Vermont



CHARTERED 1761

4
FYI

Herbert A. Durfee, III
Town Manager

June 28, 2021

Mr. Dan Frasier
Dan & Whit's General Store
319 Main St., PO Box 157
Norwich, Vermont 05055

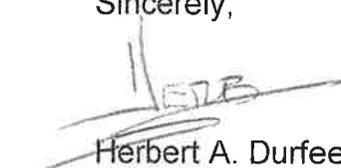
RE: Letter of Support – Sprinkler System and
Potential Fire Escape in Tandem with the Norwich Inn

Dear Dan:

Please consider this letter in support of Dan & Whit's effort to improve the overall General Public Safety of the General Store's property, its employees, and its clientele. As I understand, Dan & Whit's is working to install a sprinkler system and to potentially create an additional fire escape in tandem with the Norwich Inn – a connection that historically was in place between the two buildings.

The effort you and your team are trying to carry out is a pro-active effort to address General Public Safety and I applaud said effort. If there is additional help I can offer in addition to this letter, please let me know. Otherwise, I wish you and the business the best of success.

Sincerely,


Herbert A. Durfee, III
Town Manager

cc: Green Mountain Economic Development Corp.
Norwich Fire Department



GFOA Best Practice

Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund (CAAFR, Budget) (2015)

Background. In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.¹ While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*.² The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated by the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.
3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

Credit rating agencies monitor levels of fund balance and unrestricted fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unrestricted fund balance for state and local governments.

Those interested primarily in a government's creditworthiness or liquidity (e.g., rating agencies) are likely to favor higher levels of fund balance. Opposing pressures often come from unions, taxpayers and citizens' groups, who may prefer that fund balance in excess of a government's formal policy requirements, be used for other purposes.

Recommendation. GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.³ Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.⁴ In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.⁵ The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.⁶ Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;

4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge;
3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;
4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Committee: Budget**Notes:**

- 1 For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.
- 2 These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
- 3 Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
- 4 See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
- 5 In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
- 6 In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.



From: Alexander Northern JD, MPA
Town of Norwich Fire Chief

To: Town of Norwich Selectboard
Town Manager

Re: June 2021 Department Report

Date: July 7, 2021

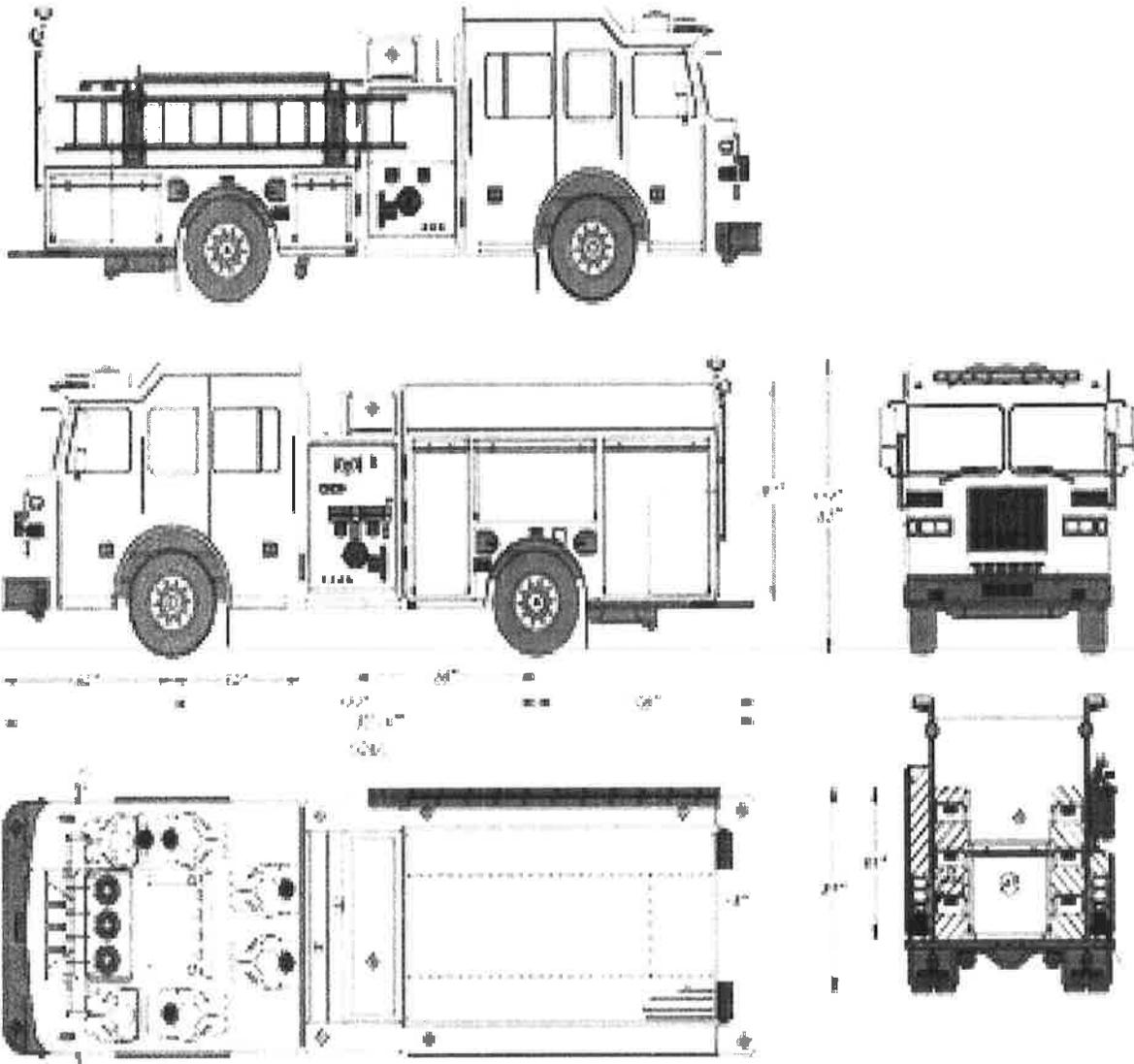
On 6/3/21, the Town of Norwich signed a contract with Dingee Machine of Cornish, NH, for the delivery of our new Sutphen Rescue/Pumper. The new engine features a short wheel-base to navigate the endless hills and long, narrow driveways of our town. It will carry 1,000 galls of water and the pump is rated at 1,500 gpm.

Once delivered, this new state-of-the-art Rescue/ Pumper will secure the departments' ability to accomplish it local and regional mission for the next 20+ years. Delivery is expected on or before 7/29/2022.

FIRE CALLS	13
EMS CALLS	9
FIRE MUTUAL AID	1

I thought it would be beneficial to share with you what the new Engine looks like.

Sutphen Monarch Heavy Duty Custom Pumper Fire Truck v2



Scale 1:50

the-blueprints.com

June Rec Report

Our lacrosse teams finished their season playing against neighboring towns. They did a wonderful job playing in full gear and masked. Because of a statewide lack of Lacrosse officials, we chose to use local teenagers with extensive knowledge of the game to referee our games. They all performed with maturity and attention to details. The decision to use peer officials is one we will consider in future sports seasons.

Field Day – the Marion Cross School was unable to host their usual Field Day this year because of the SAU Covid Committee’s protocols. Norwich Recreation worked with the PTO to create a safe, inclusive event at Huntley Meadows instead. The event was open to all Norwich children, Pk-6th grade, no matter their academic status (remote, homeschool, in person or private institution). Boloco Burritos generously donated lunch for all participants. The event itself was postponed from the last day of school (when we had planned to walk with the students from the school to Huntley), because of weather. The day of the event, we had over 125 children arrive to Huntley Meadows to enjoy kickball, tennis, rope tug, sack races, face painting, water blasters and crafting. All were masked, and the children all reported having a fantastic time.

Our Bike Smart trailer arrived two days before we opened a ‘Biking Basics’ course with Jane LeMausier. We used the Local Motion bikes to teach children about riding bikes safely and confidently in Norwich, with our greatest triumph being teaching a child to ride a bike from not riding at all. Drummond Cycles taught the children about repairing and maintaining their bikes during a mid-week clinic lesson, and each child received a bike repair kit. The kits and staffing were paid for through our ‘Summer Matters for All’ grant award, so that the weeklong clinic was free to all families.

We also started our ‘Mindful Mondays’ at the end of June. This is another grant-funded program that brings art and meditation together for adults one evening a month, with all childcare and staff paid for through our ‘Summer Matters for All’ grant.

Norwich Recreation and the Norwich Historical Society collaborated on a very popular event this month. The Feasts from the Farms tour brought 20+ bike riders together on a mapped tour of Norwich farms to collect brunch ingredients according to recipe cards. In the evening, drivers toured the farms, picking up dinner ingredients according to recipe cards. The event served as a fundraiser for the Norwich Historical Society.

Huntley Meadows has been treated with fertilizer, grub control, seaweed and compost. The results of allowing the fenced areas to remain unused has been great. We have found the invasive weed, and are working on a plan that incorporates field rotation and an alternate use for the affected areas. Two members of our DPW staff were sent to a turf maintenance workshop, and returned having made solid connections to other communities. In the new fiscal year, we will work together to create a long-term field care plan.

We have been offered and accepted two summer staff members employed via Creative Workforce Solutions. They will serve as both camp counselors and general staff to help out with our department for 6 weeks this summer.

5

Herb Durfee

From: Herb Durfee
Sent: Wednesday, July 07, 2021 3:44 PM
To: Roger Arnold; Mary Layton
Cc: Miranda Bergmeier; Larry Wiggins; Masaki Schuette; 'tom.knight@stantec.com'
Subject: FW: Norwich Bridge Management Program
Attachments: 20210707_Wiggins_Scope and Fee.pdf; Bridge Management RFQ 04232021.pdf

Importance: High

Roger,

This is an agenda item that I want to proceed forward with (i.e., sign the contract) as soon as possible. The bridge management program (i.e., evaluation of certain bridges/culverts in Town) was discussed during budget season as an integral component in the provision of information related to the capital budget & program and the decision-making process for priorities, etc. The Board agreed to put in the budget an amount of new appropriation for the Designated Fund-Bridges to offset the cost of the bridge management program. (It was combined with some other needed funds for that particular designated fund for a combined new appropriation of \$157,000.)

Given the above, Larry "let" a request for proposals (in a sealed bid format according to the Purchasing Policy) in anticipation of conducting the program work for fiscal year 2020-21. See RFP attached. Based upon the RFP, the Town received three qualified bids from Stantec, DuBois & King, and Green International Affiliates. Bids were evaluated by Larry, Rita Seto (TRORC), and me. Based upon the evaluation form, we each scored the proposals. Independently and combined, we all agreed that Stantec was the preferred consultant.

With the establishment of Stantec as the preferred consultant, Larry worked with Stantec to finalize the required scope of work and, then, the Town asked Stantec to draw up a contract. See enclosed contract.

At the July 14 meeting, I would like to have authorization to proceed with the contract as drafted AND with approval to use Designated Funds-Bridges to fund the program.

Thanks.

Herb
Herbert A. Durfee, III
Town Manager
Town of Norwich
PO Box 376
Norwich, VT 05055
802-649-1419 ext. 102
802-698-3000 (cell)
802-649-0123 (fax)

From: Knight, Tom [mailto:tom.knight@stantec.com]
Sent: Wednesday, July 07, 2021 2:59 PM
To: Larry Wiggins
Cc: Herb Durfee; Miranda Bergmeier; Masaki Schuette; Smiley, Lynn; Maynard, Israel; Santy, Gary
Subject: RE: Norwich Bridge Management Program

Hi Larry, Our updated proposal is attached. There is a spot in the letter for the Town to sign in order to execute the agreement. By the way, we just received a new audited overhead rate and as a result, there was a slight decrease in the estimated costs compared to the rate we used in the cost submittal. Please let me know if you need anything else to get this going. We look forward to working with you on this. -Tom

From: Knight, Tom

Sent: Tuesday, July 6, 2021 4:50 PM

To: Larry Wiggins <LWiggins@norwich.vt.us>

Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Smiley, Lynn <lynn.smiley@stantec.com>; Maynard, Israel <Israel.Maynard@stantec.com>; Santy, Gary <gary.santy@stantec.com>

Subject: RE: Norwich Bridge Management Program

Hi Larry, I just pulled our scope, fee, schedule and terms from the various submittals into a letter proposal for the Town's signature. I need to get it reviewed internally, but plan to send it out tomorrow. Thank you. -Tom

From: Larry Wiggins <LWiggins@norwich.vt.us>

Sent: Tuesday, July 6, 2021 11:52 AM

To: Knight, Tom <tom.knight@stantec.com>

Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Smiley, Lynn <lynn.smiley@stantec.com>; Maynard, Israel <Israel.Maynard@stantec.com>

Subject: RE: Norwich Bridge Management Program

Tom

Based on your recent emails, it appears Stantec has a solid understanding of the Town's desires regarding the bridge program. Could you please forward a proposed contract for review and signature?

Thank you

Larry

From: Knight, Tom <tom.knight@stantec.com>

Sent: Tuesday, June 29, 2021 10:24 AM

To: Larry Wiggins <LWiggins@norwich.vt.us>

Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Smiley, Lynn <lynn.smiley@stantec.com>; Maynard, Israel <Israel.Maynard@stantec.com>

Subject: RE: Norwich Bridge Management Program

Understood (Now). The estimated effort does not change.

From: Larry Wiggins <LWiggins@norwich.vt.us>

Sent: Tuesday, June 29, 2021 10:05 AM

To: Knight, Tom <tom.knight@stantec.com>

Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Smiley, Lynn <lynn.smiley@stantec.com>; Maynard, Israel <Israel.Maynard@stantec.com>

Subject: RE: Norwich Bridge Management Program

Tom

Thank you for the revised cost proposal. I just want you to note that the Town's desired definition of the culverts to be included is **Equal to or greater than 5'**.

TRORC already has provided an inventory of culverts in town (most of which are <5' in diameter). Thus the Town's desire is to address only those culverts or structures which are 5' or greater in span.

Please confirm Stantec's cost proposal will remain as defined in your email of June 28, 2021 with the above understanding.

Larry

From: Knight, Tom <tom.knight@stantec.com>
Sent: Monday, June 28, 2021 10:14 PM
To: Larry Wiggins <LWiggins@norwich.vt.us>
Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Smiley, Lynn <lynn.smiley@stantec.com>; Maynard, Israel <Israel.Maynard@stantec.com>
Subject: RE: Norwich Bridge Management Program

Hi Larry,

As we discussed on Friday, when we break the cost of work down per bridge category, there is a base cost for some project items that will be incurred even if 1 or 2 of the categories are eliminated from the scope. Please find the attached estimate which includes a base cost plus a breakdown of estimated cost for tasks associated with each bridge category.

Also, I just wanted to confirm that we understand the numbers are assumed to be 9 Bridges, 11 Short Spans and 26 culverts (not 20). The 20 culverts listed in our proposal was a typo.

If you need anything additional, please let me know.

Best regards,

-Tom

Tom Knight P.E.
Senior Associate, Transportation

Direct: 802.497.6409
Mobile: 802.318.7195
tom.knight@stantec.com

Stantec



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

From: Larry Wiggins <LWiggins@norwich.vt.us>
Sent: Thursday, June 24, 2021 2:04 PM
To: Knight, Tom <tom.knight@stantec.com>
Cc: Herb Durfee <HDurfee@norwich.vt.us>; Miranda Bergmeier <MBergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>
Subject: Norwich Bridge Management Program

The Town selection committee has completed its review of the proposals submitted in response to the above RFP. Please be advised Stantec is the top ranked firm.

In review of Stantec's cost proposal, I have the following questions:

1. The RFP on page 5 asks for three separate costs.
 - a. Bridges > 20' in span

b. Bridges (shorts) = or <20' span but >5' span

c. Culvert inventory – structures \geq 5' in width but < 20' span

The three different proposals included in Stantec's cost proposal are defined differently from the above requested costs. Stantec's titles are:

Proposal one

- a. Span > 20'
- b. Span > 5' and < 20'
- c. Span < 5'

Proposal two

- a. Span >20'
- b. Span > 5' and < 20'
- c. Span < 5' (not included)

Proposal three

- a. Span > 20'
- b. Span > 5' and < 20' (not included)
- c. Span < 5' (not included)

The Town desired to have separate costs for each of the three categories so that if bridges/structures/culverts were added or deleted, then costs could be derived from the respective cost proposal.

2. The other item of note is that the Culvert inventory is for any structure or culvert with a width \geq 5'. Stantec's proposal defines this category as Span < 5' which is not the same parameter definition. A similar comment can be made regarding the Bridges = or < 20'. Stantec's proposal defines the type as < 20' (negelecting the =).

Please submit a revised proposal using the terms of the RFP and provide a separate cost proposal for each type of length/span definition requested. The Town will then assume the total cost for the project is the summation of the costs submitted for each length/span type.

3. Also the RFP Bridge/Structure/Culvert Table provides totals for the number of bridges/structures/culverts to be included in the program on the last page of the table and the total equals 46. Stantec's cost proposal cover letter states "...46 structures in the Town's current inventory." The individual cost proposal on the first page however, lists the total number of structures as equal to 40 (**Span >20'** =9, **Span >5' and < 20'** = 11, **Span <5'** = 20). The two other cost proposals state similar numbers to the first page proposal. Please review and submit a clarification of the number and type of structures included in Stantec's cost proposal(s).

The Town will continue its review of Stantec's Cost Proposal upon receipt of a revised cost submittal.

Please call me if you have questions on the above comments.

Thank you

Larry A. Wiggins
Public Works Department
Norwich, VT
802-649-2209



Stantec Consulting Services Inc.
55 Green Mountain Drive, South Burlington VT 05403-7824

July 6, 2021
File: 179450XXX

Attention: Mr. Larry Wiggins
Department of Public Works
Town of Norwich
300 Main Street
Norwich, VT 05055

Dear Mr. Wiggins,

Reference: Bridge Management Program – Cost Proposal

Stantec is pleased to submit a scope and fee estimate for the above referenced project. The following is a summary of the proposed scope as outlined in our qualifications package submitted to the Town in response to the Town RFQ.

Scope:

Obtain Existing Information: Current VTrans Structures Inspection and Inventory Appraisal Sheets, each long bridge (>20') has a detailed inspection report. If the Town doesn't have these, Stantec will obtain copies from VTrans. These reports include more detail than the Inventory and Appraisal Sheets and will be a key component to determine what needs to be done at each bridge. In addition to these sheets, Stantec will attempt to obtain copies of the bridge plans (for the older bridges) from VTrans Digital Print Room. These plans should indicate the major work that has been done to each bridge and when it was completed. The plans, if available will be very helpful in estimating the major items for repairs, or replacement. Finally, Stantec will determine if a load rating has been performed for each bridge. Load ratings determine the maximum vehicle weight that can safely cross a bridge and are based on the condition of the bridge at the time of the rating. The load rating will identify critical members in the structure and will help in determining if a bridge should be repaired or replaced.

Deliverable: Copies of all information obtained will be given to the Town at the end of the project.

Get Start Meeting: This meeting will be with the Town (possibly during a regularly scheduled Select board meeting) to introduce ourselves, establish lines of communication, review the project scope and schedule and obtain any information the Town may have. Often, Town staff have valuable input on the condition of bridges including if there is any history of flooding, scour, overweight vehicles using the bridge, etc. All of this is important to estimate what, if any, repairs may need to be made and when.

Deliverable: Stantec will develop a brief meeting summary and distribute it to the Town.

Bridge Site Visits: After reviewing the VTrans inspection reports for each bridge, Stantec bridge engineers will visit each site to make a judgment on the condition of each bridge and needed maintenance and or repairs. This will include taking rough measurements of the bridge (if plans aren't available) and photos to document each structure. It is anticipated that the small bridges in particular will require more measurements as plans for these structures (particularly the ones that are Town owned) may not be available.

Deliverable: See next task.

Reference: Bridge Management Program – Cost Proposal

Develop Bridge Inventory Sheets: Once we have obtained all the available data for the bridges (including VTrans inspection reports, plans, and our site visit), we will develop an inventory sheet for each structure. This sheet records the longitude and latitude of the site and will summarize deficiencies that have been identified through our investigations.

Deliverable: Copies of Bridge Inventory Sheets will be included in the BMPP.

Develop Cost Estimate for Repairs / Replacement / Maintenance: Stantec will develop a cost estimate for the recommended repairs / replacement / maintenance for each bridge. This estimate will be based on rough measurements for major items and will include a contingency to cover the smaller items. In the event of a recommendation to replace a bridge, the estimated cost will be based on a square foot of deck area. Generally, this is adequate for planning purposes. As requested, Stantec will also summarize the anticipated permitting and engineering effort and the required duration of these tasks as it relates to each planned improvement.

Deliverable: A draft copy of the estimated costs will be submitted to the Town. The formal submittal will be with the BMPP.

Fee:

The estimated fee for services outlined in the proposed scope of work is \$34,375 as detailed in the attached task labor hour estimate.

Schedule:

The anticipated schedule follows:

Project Milestone (Task Owner)	Target Completion Date
Kickoff /Notice to proceed (Town)	Wednesday, July 14, 2021
Obtain/Review Existing Information (Stantec)	Wednesday, July 28, 2021
Schedule and Conduct Fieldwork (Stantec)	Wednesday, August 18, 2021
Submit Draft Report (Stantec)	Wednesday, September 8, 2021
Meet with Town to Review Comments (Town)	Thursday, September 30, 2021
Submit Final Report (Stantec)	Thursday, October 28, 2021

Terms:

Please find the attached terms and conditions, as well a signature block included below in this letter to acknowledge acceptance and authorization to proceed.

July 6, 2021
Mr. Larry Wiggins
Page 3 of 3

Reference: **Bridge Management Program – Cost Proposal**

If you have any questions, please let us know.

Regards,

Stantec Consulting Services Inc.



Tom Knight P.E.
Sr. Associate Transportation
Phone: 802.497.6409
tom.knight@stantec.com



Gary Santy P.E.
Sr. Principal
Phone: 802.864.0223
gary.santy@stantec.com

By signing this proposal, Town of Norwich, Vermont authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Per: Town of Norwich, Vermont

Enter Name & Title

Print Name & Title

Signature

Date

Attachment: Attachment
c. Task Labor Hour Estimate
PROFESSIONAL SERVICES TERMS AND CONDITIONS
tek document2



**Town Bridge Bridge Management Program
Norwich, VT
7/7/2021
Task Labor Hour Estimate**

Direct Labor Rate:		Project Manager	Sr. Engineer	Engineer	Tech/ Clerical
Burdened = Direct + Overhead (152.258%) + 10% Fixed Fee		\$ 62.00	\$ 55.00	\$ 42.00	\$32.00
Task		\$ 172.04	\$ 152.62	\$ 116.54	\$88.79
					Total

Base Project Costs	Project Manager	Sr. Engineer	Engineer	Tech/ Clerical	Total
Obtain/ Review Detailed Inspection Reports/Plans from VTrans	1		9		10
Get start Meeting with Town. Background information/specific concerns (Assume video conf.)	2	2			4
Site Visits (General Coordination)	3				3
Investigate possible funding sources		6			6
Prepare bridge management plan report		1	16	4	21
Submit draft bridge management plan report	1	2		2	5
Meet with Town to Review (Assume video conf)	3	3			6
Incorporate comments	1	4	12		17
Submit Final Report with Backup Information	1	2		2	5
Subtotal Hours	12	20	37	8	77
Burdened Labor Subtotal (Direct + OH + Fixed Fee) =	\$ 2,064	\$ 3,052	\$ 4,312	\$ 710	\$10,139

Spans > 20 feet (Assume 9)					
Site Visits			20	20	40
Finalize Bridge Inventory Sheets for Each Structure (at Desktop)	1	4	8		13
Develop Cost Estimates for Repairs / Replacement / Maintenance	1	8	12	2	23
Subtotal Hours	2	32	40	2	76
Burdened Labor Subtotal (Direct + OH + Fixed Fee) =	\$ 344	\$ 4,884	\$ 4,662	\$ 178	\$10,067

Spans >5' and < =20' (Assume 11)						
Site Visits				16	16	32
Finalize Bridge Inventory Sheets for Each Structure (at Desktop)	1	1	6	8		16
Develop Cost Estimates for Repairs / Replacement / Maintenance	0.5	6	10	2		18.5
Subtotal Hours	1.5	7	32	26		66.5
Burdened Labor Subtotal (Direct + OH + Fixed Fee) =	\$ 258	\$ 1,068	\$ 3,729	\$2,309		\$ 7,364

Culverts with a Span >= 5' (Assume 26)						
Site Visits				16	16	32
Finalize Bridge Inventory Sheets for Each Structure (at Desktop)	1	1	6	8		16
Develop Cost Estimates for Repairs / Replacement / Maintenance	0.5	2	4	2		8.5
Subtotal Hours	1.5	3	26	26		56.5
Burdened Labor Subtotal (Direct + OH + Fixed Fee) =	\$ 258	\$ 458	\$ 3,030	\$2,309		\$ 6,055

Labor Total: \$ 33,625

Expenses
Mileage / Transportation \$ 600
Postage/Printing Allowance: \$ 150
Expenses total \$ 750
PROJECT TOTAL \$ 34,375



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability, whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

5

Herb Durfee

From: Rita Seto <rseto@trorc.org>
Sent: Wednesday, June 23, 2021 2:15 PM
To: Herb Durfee; Larry Wiggins
Cc: Miranda Bergmeier; Masaki Schuette
Subject: RE: Bridge RFP Consultant Selection Process Table
Attachments: Bridge RFP Consultant Selection Process Table 06152021-RS.xlsx

Hi Larry

I'm of the same as Herb for my ranking.

1. Stantec
2. D&K
3. Green

Fairly close between Stantec and D&K. I liked Stantec with their bridge inventory sample and that they've done similar work in Hartford. D&K is good, of course Rich Tetrault from VTrans is very excellent and all firms have done bridge work. D&K didn't provide example of bridge inventory work. I did like that in addition to the standard inventory scope, they recommend including capturing data available on repetitive flood damage for Benefit-Cost Analysis for FEMA grants (this has been lacking in many towns on previous damage documentation to pursue those funding pots), and that they include Issue Identification and Resolution – ID and discuss potential design, logistical and permitting issues at each bridge. Green was very brief and generic.

Good luck!
Rita

From: Herb Durfee <HDurfee@norwich.vt.us>
Sent: Wednesday, June 23, 2021 12:39 PM
To: Larry Wiggins <lwiggins@norwich.vt.us>
Cc: Town Admin Norwich <mbergmeier@norwich.vt.us>; Masaki Schuette <MSchuette@norwich.vt.us>; Rita Seto <rseto@trorc.org>
Subject: Bridge RFP Consultant Selection Process Table

Larry,

Sorry meant to finish and get this over to you sooner. Attached is my evaluation of the bridge RFP proposals. In general, I rated them as follows:

1. Stantec
2. D&K
3. Green

While I put Stantec #1, if need be, I'm happy going with D&K, too. (They both scored pretty closely).

Herb

**Bridge Management Program RFP dated 23-Apr-21
Consultant Selection**

Stantec

	Maximum <u>Weight</u>		Weighted <u>Points</u>	<u>Total</u>	
1. Understanding the Scope of Work	4	3	5	15	Good general proposal - like the bridge inventory sheets
2. Knowledge of Project Area	2	2	5	10	know the area, working on Tigertown culverts
3. Qualifications/Experience of Proposed Staff	3	3	5	15	good experienced staff
4. Availability of Technical Disciplines	2	2	5	10	broad technical disciplines
5. Past Performance on Similar Projects	5	5	5	25	done previous bridge inventory work in Hartford
6. Reasonableness of proposed schedule and labor hour estimates	3	3	5	15	
				90	

Dubois & King

	Maximum <u>Weight</u>		Weighted <u>Points</u>	<u>Total</u>	
1. Understanding the Scope of Work	4	4	5	20	really liked in addition to the RFP, adding scope to include historical maintenance data and/or historical c
2. Knowledge of Project Area	2	2	5	10	familiar with the area
3. Qualifications/Experience of Proposed Staff	3	3	5	15	good experienced staff
4. Availability of Technical Disciplines	2	2	5	10	broad technical disciplines
5. Past Performance on Similar Projects	5	4	5	20	of course they've done bridge work, but didn't see any bridge inventory work as examples
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10	
				85	

Green International

	Maximum <u>Weight</u>		Weighted <u>Points</u>	<u>Total</u>	
1. Understanding the Scope of Work	4	2	5	10	a very generic brief proposal
2. Knowledge of Project Area	2	1	5	5	very generic
3. Qualifications/Experience of Proposed Staff	3	2	5	10	good experienced staff
4. Availability of Technical Disciplines	2	2	5	10	broad technical disciplines
5. Past Performance on Similar Projects	5	3	5	15	of course they've done bridge work, but didn't see any bridge inventory work as examples
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10	
				60	

RITA

Herb Durfee

From: Herb Durfee
Sent: Wednesday, June 23, 2021 12:39 PM
To: Larry Wiggins
Cc: Miranda Bergmeier; Masaki Schuette; Rita Seto
Subject: Bridge RFP Consultant Selection Process Table
Attachments: HerbBridgeRFPConsultantSelectionProcessTable16Jun2021.xlsx

Larry,

Sorry meant to finish and get this over to you sooner. Attached is my evaluation of the bridge RFP proposals. In general, I rated them as follows:

1. Stantec
2. D&K
3. Green

While I put Stantec #1, if need be, I'm happy going with D&K, too. (They both scored pretty closely).

Herb

Bridge Management Program RFP dated 23-Apr-21

Consultant Selection - HERB'S RATINGS

Stantec

	Maximum Weight		Weighted Points	Total	
1. Understanding the Scope of Work	4	3	5	15	
2. Knowledge of Project Area	2	2	5	10	They well know the project area
3. Qualifications/Experience of Proposed Staff	3	3	5	15	Staff is qualified and appropriately established in scope
4. Availability of Technical Disciplines	2	2	5	10	They have the available disciplines covered
5. Past Performance on Similar Projects	5	4	5	20	They've generally worked on similar projects
6. Reasonableness of proposed schedule and labor hour estimates	3	3	5	15	Labor hours were great; caution that they aren't too low
				85	

Dubois & King

	Maximum Weight		Weighted Points	Total	
1. Understanding the Scope of Work	4	3	5	15	They generally understand the scope of work
2. Knowledge of Project Area	2	2	5	10	They've worked with Norwich before
3. Qualifications/Experience of Proposed Staff	3	3	5	15	Staff is qualified and appropriately established in scope
4. Availability of Technical Disciplines	2	2	5	10	They have the available disciplines covered
5. Past Performance on Similar Projects	5	4	5	20	They've generally worked on similar projects
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10	Labor hours were reasonable
				80	

Green International

	Maximum Weight		Weighted Points	Total	
1. Understanding the Scope of Work	4	2	5	10	Minimalist info on RFP response; disappointing
2. Knowledge of Project Area	2	1	5	5	Minimalist info on project area
3. Qualifications/Experience of Proposed Staff	3	2	5	10	Tiffany's resume not included; suspect on use of engineers in training
4. Availability of Technical Disciplines	2	2	5	10	Well-qualified and sufficient team size (if not too large)
5. Past Performance on Similar Projects	5	3	5	15	Heavy-handed on state, not local, projects; didn't see example of local eval.
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10	Labor hours seems excessive
				5	
				65	I GAVE THEM AN EXTRA 5 POINTS FOR BEING A MINORITY OWNED BUSINESS To me, this is a "low 65" due to disappointing RFP response.

11:08

LARRY

Bridge Management Program RFP dated 23-Apr-21
Consultant Selection
Stantec

	<u>Maximum Weight</u>		<u>Weighted Points</u>	<u>Total</u>
1. Understanding the Scope of Work	4	3	5	15
2. Knowledge of Project Area	2	2	5	10
3. Qualifications/Experience of Proposed Staff	3	3	5	15
4. Availability of Technical Disciplines	2	2	5	10
5. Past Performance on Similar Projects	5	5	5	25
6. Reasonableness of proposed schedule and labor hour estimates	3	3	5	15
				90

Dubois & King

	<u>Maximum Weight</u>		<u>Weighted Points</u>	<u>Total</u>
1. Understanding the Scope of Work	4	3	5	15
2. Knowledge of Project Area	2	2	5	10
3. Qualifications/Experience of Proposed Staff	3	3	5	15
4. Availability of Technical Disciplines	2	2	5	10
5. Past Performance on Similar Projects	5	3	5	15
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10
				75

Green International

	<u>Maximum Weight</u>		<u>Weighted Points</u>	<u>Total</u>
1. Understanding the Scope of Work	4	3	5	15
2. Knowledge of Project Area	2	1	5	5
3. Qualifications/Experience of Proposed Staff	3	2	5	10
4. Availability of Technical Disciplines	2	2	5	10
5. Past Performance on Similar Projects	5	2	5	10
6. Reasonableness of proposed schedule and labor hour estimates	3	2	5	10
				60

Town of Norwich, VT
Bridge Management Program
Request for Proposal

April 23, 2021

Request for Proposal Content

I. Background Information	page 1
II. Project Scope of Work	page 1
III. Response Format	page 3
IV. Consultant Selection	page 4
V. Submission	page 5
VI. Bridge/Structure/Culvert Table	Page 6
Total Pages	<u>8</u>

By
Department of Public Works
Town of Norwich
300 Main Street,
Norwich, VT 05055
802-649-2209

I. Background Information

The Town of Norwich does not know definitively how many bridges or large culverts ($\geq 5'$ in diameter) exist in the Town. Several sources have attempted to prepare a definitive list however contradictions and omissions still exist. The Town desires to contract with a consultant to inventory all bridges, large culverts or other structures that do exist, determine their current condition and prepare a plan to budget proper maintenance for each.

The Town desires to have the consultant's report completed in time for submittal to the Selectboard in the 2021 budget submittal which is due by November 1, 2021.

This RFP includes a table of bridges, structures and large culverts ($\geq 5'$) (prepared by the Town – see attached table) that are to be included in the scope of work. The total number of water crossings to be addressed is 46. This number is based on some assumptions used to create the table.

The Town of Norwich, VT is accepting sealed proposals for consulting engineering services to prepare a combined bridge condition report and capital improvement/budget management plan in accordance with the specifications, terms and conditions defined below.

II. Project Scope of Work

The consultant shall prepare a complete engineering report on the Town of Norwich owned bridges/structures/culverts (as listed in the attached table) as follows:

1. Inventory all Town bridges including those monitored by the State ($>20'$ span) and those "maintained" by the Town ($\leq 20'$ span). The Inventory shall also include any structures or culverts which have a clear span or diameter $\geq 5'$. The Inventory shall provide the existing condition of bridge, structure or culvert and additional related items such as condition of the channel, retaining walls, wingwalls, roadway, etc. For those bridges inspected by Vtrans, the consultant shall also inspect those bridges to confirm and supplement the most recent Vtrans bridge inspection reports and to provide the inventory required in the scope of work.

Specifically, the inventories shall be for:

Bridges ($>20'$ in span) – The number of bridges is 11. The existing condition is surveyed by Vtrans. Consultant shall include these bridges in the study.

Bridges (shorts $\leq 20'$ span but $>5'$ span) The number of bridges is 9. These bridges are maintained by the Town. Chapel Hill Road South – Bridge is 21' bearing to bearing but Vtrans stated it is the Town's responsibility because the channel is approximately 6' wide.

Culvert Inventory – structures $\geq 5'$ in width but $< 20'$ span. The number of structures is 26.

Inventories shall include:

- a. Longitude and latitude of each structure
 - b. Distance in mileage (to nearest 0.1 mile) from closest intersection
 - c. Photos of bridge including a photo of bridge when approaching on roadway.
 - d. Basic dimensions and current condition of bridge with the following items (at a minimum) inventoried separately:
 - i. Deck and guardrail
 - ii. Superstructure- beams, trusses, bearings, bracing, etc.
 - iii. Substructure – abutments, piers, retaining walls
 - iv. Channel – rip rap, hydraulic sufficiency, alignment
 - v. Road condition/approaches and approach guardrail
 - vi. Previous inspection reports
 - e. Photos of the inventoried items
 - f. Bridges inventoried shall be listed (numbered) using the TRORC numbering system
2. Prepare a Bridge Management Plan of replacement/rehabilitation for all bridges/structures/culverts with a proposed repair/replacement schedule (with a stated priority) and a budget cost estimate for survey, permitting, engineering and construction for each year. For culverts, the plan shall define a basic priority of either critical condition, fair condition or good condition. The plan shall provide costs for the next 10 years starting with the budget submittal year of FY23 (July 1, 2022 to June 30, 2023). For those bridges which the priority is determined to be beyond the 10 year program timeframe, the repairs/reconstruction, the costs and priority shall be completed and included in the report in the order of priority.

The proposed bridge/structure/culvert management plan shall:

- a. Address short term and long term maintenance to ensure a bridge is kept in good condition. The goal of the management plan is to ensure each bridge is kept in a condition that maximizes safety and service life.
- b. Provide an initial identification of natural and cultural resources for each Town bridge to identify all applicable permitting that may be required under the National Environmental Policy Act (NEPA), Clean Water Act, National Historic Preservation Act and Section 4(f) of the US Dept. of Transportation Act. An estimated schedule to address the NEPA issues will be incorporated into the Bridge Management Plan as well as an estimated cost of engineering required.
- c. Identify milestones in the program requiring official action by the town selectboard.
- d. Define all costs developed with a specified inflation rate.
- e. Define all costs developed with a specified contingency
- f. The Bridge Management Plan shall include a table defining a budgetary plan identifying the engineering/permitting year(s) (with associated costs) and a construction year (with an associated cost) for each bridge category separately. Categories shall be: a) bridges > 20', b) bridges 5' < 20' and c) structures/culverts > 5'.

- g. The Bridge Management Plan shall identify options for financing capital projects, including the following:
 - Budgeting of local capital funds
 - Federal and State grants
 - Debt financing

Project Deliverables

1. Prepare and submit a draft final report
2. Review and discuss the report and results with the DPW Director and Town Manager (one meeting)
3. Present the report to the Selectboard at a BOS meeting (one meeting)
4. Deliver three copies of the final report after receiving/addressing all Town comments

III. RESPONSE FORMAT

Responses to this RFP must consist of the following:

A.) A technical proposal consisting of:

1. A cover letter expressing the firm's interest in working with the Town including identification of the principal individuals that will provide the requested services. Such identification needs to include the firm's corporate composition regarding whether it satisfies the federal definition of Disadvantaged Business Enterprise (DBE), minority-owned, etc.
2. A description of the general approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
3. A scope of work that includes detailed steps to be taken, including any products or deliverables resulting from each task.
4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
5. A proposed schedule that indicates project milestones and overall time for completion.
6. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.
7. Resumes and descriptions of relevant experience of key engineering personnel who will be assigned to this project.
Firms to be considered for selection must demonstrate experience in the discipline required (bridge design) and have a minimum of two licensed professional engineers on staff, one of which must be registered in the classification of structural engineer.

8. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference. List Vermont municipality experience first.
9. Proof of Professional Liability Insurance and General Liability Insurance with coverage limits. Insurance certificates copies shall be provided.

Please note that Items 1 – 5 should be limited to a total of 15 pages. Resumes, professional qualifications and work samples are not included in this total.

B.) A separate cost proposal consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, indirect overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

IV. CONSULTANT SELECTION

The consultant selection will be made by a committee that includes Town of Norwich Town Manager, Town of Norwich Public Works Director and a TRORC representative. The proposal will be evaluated considering the following weighted criteria:

Criteria	Maximum Weight	Weighted Points	Total
1. Understanding the Scope of Work	4	5	20
2. Knowledge of Project Area	2	5	10
3. Qualifications/Experience of Proposed Staff	3	5	20
4. Availability of Technical Disciplines	2	5	10
5. Past Performance on Similar Projects	5	5	25
6. Reasonableness of proposed schedule and labor hour estimates	3	5	15

Knowledge of and experience with similar funding options and municipal budgeting any other criteria determined appropriate by the Town of Norwich

Total Possible Points = 100

The selection committee may elect to interview consultants prior to final selection. The committee will select the consultant on or about **July 9, 2021**.

V. SUBMISSIONS

Consultants interested in this project should submit **four (4)** copies of their proposal along with a digital copy to: L. Wiggins, Public Works Director, Norwich Public Works, 26 New Boston Road, PO Box 376, Norwich, VT 05055

Technical and cost proposals must be submitted in separate, sealed envelopes or packages with the following information clearly printed on the outside

1. Name and address of prime consultant
2. Due date and time
3. Envelope contents (technical or cost proposal)
4. Project name

In submitting a separate cost proposal, the consultant shall provide three separate costs – those for:

5. Bridges (>20' in span)
6. Bridges (shorts =<20' span but >5' span)
7. Culvert Inventory – structures >= 5' in width but < 20' span.

Proposals shall be received by the Town by 3:00 PM on June 11, 2021

Bridge/Structure/Culvert with >= 5' span Table
Town Generated April 2021

	<u>TRORC List</u>	<u>Bridges State Inspected</u>	<u>Town Bridges <20' span</u>	<u>Culvert >5' span</u>	<u>Bridges Span<=4'</u>
Beaver Meadow					
	3	144x144	Bridge No. 39		
	7	96x96	Bridge No. 13		
	38	72x72		72X72	
	52	72x72		72X72	
Bragg Hill					
	2	60x144	Box		
	13	60x60	Box		
	17	72x72		72x72	
	24	84x144	Box		
	28	60x72		60x72	
	40	120x120		120x120	
	45	60x60		60x60	
Chapel Hill					
	1	72x72*			
			*Span=21'		
Elm St.					
		Not Incd	Bridge No 43 Span = 63'		
Goodrich Four Corners					
	1	72x72		72x72	
	2	72x72		72x72	
	3	72x72		72x72	
	5	60x60		60x60	
	6	60x60		60x60	

Bridge/Structure/Culvert with >= 5' span Table
Town Generated April 2021

	TRORC List	<u>Bridges</u> <u>State Inspected</u>	Town <u>Bridges</u> <u><20' span</u>	<u>Culvert</u> <u>>5' span</u> 72x84	<u>Bridges</u> <u>Span<=4'</u>
23	72x84				
Hopson					
2	144x360	Bridge No.	44		
Mitchell Brook					
1	72x72			72x72	
Moore Ln					
1	144x144	Bridge No.	12		
Needham					
2	60x60	Bridge No.	36		
New Boston					
3	80x120			80x120	
8	96x96		Box		
9	36X96		Box		36X96
42	60x60			60x60	
Podunk					
17	36x36*				36x36*
18	36x36*				36x36*
Rt 132					
6	240x240	Bridge No.	46 ?		
10	60x60			Box	
Tigertown					

**Bridge/Structure/Culvert with \geq 5' span Table
Town Generated April 2021**

	<u>TRORC List</u>	<u>Bridges State Inspected</u>	<u>Town Bridges <20' span</u>	<u>Culvert >5' span</u>	<u>Bridges Span<=4'</u>
	2	72x120			
	6	84x120		72x120	
	14	48		84x120	48
	15	48			48
	29	3X3			3X3
	50	100x100		100x100	
Turnpike					
	8	96x96	Bridge No.	10	
	11	72x180	Bridge No.	42	
	12	96x300		Box	
	18	120x120	Bridge	41	
	19	8X18	Bridge	40	
	28	8X13		Box	
	43	72x72		72x72	
	46	72x96		72x96	
	47	72x96		72x96	
	48	84x108		84x108	
Union Village					
	27	72x72		72x72	
	39	60x60		60x60	
Upper Turnpike					
	1	72x120		72x120	
	2	60x60		60x60	
Totals		51	11	9	26

5

07/01/21
03:49 pm

Town of Norwich General Ledger
Balance Sheet Current Year - Period 11 May
DPW-BRIDGE FUND

Account	Curr Yr Pd 11 May Encumbrances	Curr Yr Pd 11 May Actual
ASSET		
41-1-003001.00 FEMA GRANT RECEIVABLE	0.00	5,447.08
41-1-003002.00 ST OF VT GRANT RECEIVABLE	0.00	0.00
41-1-090000.00 DUE FROM/TO OTHER FUND	0.00	372,794.90
Total Asset	0.00	378,241.98
LIABILITY		
41-2-001162.00 DEFERRED GRANT REVENUE	0.00	0.00
Total Liability	0.00	0.00
FUND BALANCE		
41-3-001300.00 GENERAL FUND BAL-UNREST	0.00	338,241.98
Total Prior Years Fund Balance	0.00	338,241.98
Fund Balance Current Year	0.00	40,000.00
Total Fund Balance	0.00	378,241.98
Total Liability, Reserves, Fund Balance	0.00	378,241.98

NEW APPROPRIATION FYE 22
 TO BE "PAID" w/ ANTICIPATED
 TAX PAYMENTS

\$ 157,000
 \$ 535,241.98

6

Herb Durfee

From: ADM - COVID <ADM.COVID@vermont.gov>
Sent: Wednesday, June 09, 2021 10:20 AM
To: Herb Durfee
Cc: Becky Grammer
Subject: The details of your Local Fiscal Recovery Fund form submission
Attachments: LFRF Submission Summary.pdf

Importance: Low

Dear Herbert Durfee,

Thank you for certifying that you intend to accept your share of the funds from the American Rescue Plan Act of 2021 through the Coronavirus State and Local Fiscal Recovery Fund on behalf of Norwich Town.

Your municipality has been assigned an NEU Recipient Number of VT0162. Please retain this number as it will be necessary for reporting through the lifecycle of this program.

You submitted that your budget in effect on Jan 27, 2020 was \$4,996,040.00 . This may impact the amount you are eligible to receive. Currently, Norwich Town is estimated to receive up to \$356,880.55 in total funds. This amount will be distributed in two equal payments (50% each time) at least 12 months apart. The Agency of Administration will contact you if any adjustments to your disbursement amount are necessary.

Funds will be disbursed by the State of Vermont within 30 days of receipt of this certification based on the payment option you selected. You do not need to take any additional steps at this time or acquire any additional system access and, if your town does not have financial information on record with the State of Vermont, you will be contacted within 5 to 10 business days.

To complete your initial reports, you will be required to sign and submit the NEU Award Terms and Conditions to the Treasury. This document is located at https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf. You do not need to return it to the State of Vermont.

For any questions related to this certification please contact: ADM.COVID@vermont.gov.

Submission Summary

Submission Date: 06-09-2021 10:19 AM

Local Government Name: Norwich Town

NEU ID: VT0162

Authorized Representative Name: Herbert Durfee

Authorized Representative Title: Town Manager

Authorized Representative Phone: 802-649-1419

Authorized Representative Email: hdurfee@norwich.vt.us

Funding Response: We would like to accept and request our share of the funds

DUNS Number: 42743021

Top-Line Budget Total: \$4,996,040.00

Mailing Address: 300 Main St., Norwich, VT 05055

Secondary Contact Name: Becky Grammer

Secondary Contact Title: Finance Assistant

Secondary Contact Phone: 802-649-1419

Secondary Contact Email: bgrammer@norwich.vt.us

Payment Reponse: We are a vendor in the State's financial system and would like payment to be made according to our current supplier preferences.

I have reviewed and agree to the award terms and conditions.

I have reviewed and agree to comply with Title VI of the Civil Rights Act of 1964.

Authorized Representative Signature: Herbert Durfee

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

7

**State of Vermont
Standard Grant Agreement**

Agreement # P02016

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the Town of Norwich with principal place of business at PO Box 376, Norwich, VT 05055, (hereinafter called “Subrecipient”). If Subrecipient does not have a Business Account Number, it is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1-Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Subrecipient or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures may be imposed in accordance with 2 CFR §200.207.

When additional monitoring measures are imposed, the subrecipient will receive formal communication directly from the AOT Audit Department, including the nature of the risk determination, sanction(s) to be imposed and the action(s) required to remove those additional requirement(s).

5. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
6. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
7. The Subrecipient hereby certifies as follows:
 - a. The Subrecipient has funds available to finance the local share of the project during the Grant period.
 - b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Subrecipient has adopted codes and standards which meet these minimum requirements, the Subrecipient further certifies that the municipality follows and adheres to those adopted codes and standards.

- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
 - d. The Subrecipient has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
 - e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for an 80% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for a 70% State share, not to exceed the maximum limiting amount stated on page 1 of this Grant Agreement.
 - g. The Town/Municipality has completed the Environmental Resource checklist in Attachment A.
8. Attachments: This Grant Agreement consists of 21 pages including the following attachments which are incorporated herein:

- Attachment A – Grant Application (Scope of Work and Checklist)
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (12/15/17)
- Attachment D – Other Provisions
- Attachment E – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
TOWN OF NORWICH

Signature: _____

Signature: _____
(Signature/Sign)

Name: _____

Name: _____
(Print Name)

Title: Secretary of Transportation

Title: _____

Date: _____, _____

Date: _____, _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 Grant #: P02016		2 Original <input checked="" type="checkbox"/> Amendment # _____	
3 Grant Title: Town Highway Class 2 Roadway Program - FY22			
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$128,000.00	6 Total Award Amount: \$128,000.00
7 Award Start Date: Jul 01, 2021	8 Award End Date: Dec 31, 2023	9 Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
10 Vendor #: 0000040725	11 Grantee Name: Town of Norwich		
12 Grantee Address: PO Box 376			
13 City: Norwich		14 State: VT	15 Zip Code: 05055
16 State Granting Agency: Vermont Agency of Transportation			17 Business Unit: 08100
18 Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	19 Match/In-Kind: \$ 20%	Description: LOCAL SHARE	
20 If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 Grantee DUNS #: 042743021		22 Indirect Rate: <u>N/A</u> % <small>(Approved rate or de minimis 10%)</small>	23 FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
24 Grantee Fiscal Year End Month (MM format): 06		25 R&D: <input type="checkbox"/>	
26 DUNS Registered Name (if different than VISION Vendor Name in Box 11):			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment <small>(non-subrecipient funds)</small>	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$128,000.00	\$128,000.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
		\$0.00	\$0.00	\$0.00			
39 Federal Awarding Agency:			40 Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$128,000.00	\$128,000.00			

SECTION IV - CONTACT INFORMATION

<u>STATE GRANTING AGENCY</u>		<u>GRANTEE</u>	
NAME: Christopher Bump		NAME: Larry Wiggins	
TITLE: District 4		TITLE: Public Works Chief	
PHONE: Cell (802) 356 - 7678		PHONE: Office: (802) 649 - 2209	
EMAIL: chris.bump@vermont.gov		EMAIL: lwiggins@norwich.vt.us	

Attachment A Grant Application (Scope of Work and Checklist)



VERMONT

AGENCY OF TRANSPORTATION

FY 2022 Municipal Highway Grant Application

APPLYING FOR: Structures Class 2 Roadway Emergency

MUNICIPALITY: Norwich Vt MUNICIPAL CONTACT (name): Larry Wiggins

MAILING ADDRESS: PO Box 376, Norwich, VT 05055

Phone: (802) 649-2209

E-Mail: lwiggins@norwich.vt.us

ACCOUNTING SYSTEM: Automated Manual Combination

DUNS #: 042743021

Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Chris Bump

Phone: (802) 356-7678

E-Mail: chris.bump@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

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

TH# 2, (Name) Beaver Meadow Road which is a class 2 town highway.

Bridge # _____, which crosses _____

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

Causeway: _____

Retaining Wall: _____

Latitude: _____

Longitude: _____

MM (If Available): _____

Problem:

Beaver Meadow Road from Chapel Hill Road easterly approximately 1.7 miles has deteriorated and needs a shim and overlay of pavement to re-establish the road cross section.

Reason For Problem:

The road surface has deteriorated with potholes, delamination, cracks, and humps/depressions.

Proposed Scope of Work:

A paving contractor will provide traffic control, grinding of joints, sweeping, tack coat with a shim course and wear course of 3/8" minus pavement. The contractor shall also provide shoulder gravel after the paving is complete.

Detailed Cost Estimate (below or attached):

Reference attached budgetary estimate by Blaktop Inc. dated 3/8/2021.

Estimated Project Amount: \$ 160,000.00

Estimated Completion Date: 11/01/2021

Municipality has complied with 19V.S.A. Section 309(d) regarding "complete streets."	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality has adopted Codes & Standards that meet or exceed the State approved template?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality has a current Network Inventory? (less than 3 years old)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Municipality MUST complete the following environmental resource checklist:		
EXISTING STRUCTURES: (check all that apply)		
<input type="checkbox"/> Steel Tube Culvert	<input type="checkbox"/> Concrete Box Culvert	
<input type="checkbox"/> Stone Culvert	<input type="checkbox"/> Concrete Bridge	
<input type="checkbox"/> Ditch	<input type="checkbox"/> Rolled Beam/Plate Girder Bridge	
<input type="checkbox"/> Metal Truss Bridge	<input type="checkbox"/> Wooden Covered Bridge	
<input type="checkbox"/> There are foundation remains, mill ruins, stone walls or other	<input type="checkbox"/> Masonry Structure	
<input type="checkbox"/> Stone Abutments or Piers	<input type="checkbox"/> Buildings (over 50 yrs old) within 300 feet of work	
<input type="checkbox"/> Other:		
PROJECT DESCRIPTION: (check all that apply)		
<input type="checkbox"/> The project involves engineering / planning only	<input checked="" type="checkbox"/> The project consists of repaving existing paved surfaces only	
<input type="checkbox"/> The project consists of reestablishing existing ditches only within existing footprint	<input checked="" type="checkbox"/> All work will be done from the existing road or shoulder	
<input type="checkbox"/> The structure is being replaced on existing location / alignment	<input type="checkbox"/> There will be excavation within 300 feet of a river or stream	
<input type="checkbox"/> New structure on new alignment	<input type="checkbox"/> Repair/Rehab of existing structure	
<input type="checkbox"/> There will be excavation within a flood plain	<input type="checkbox"/> Road reclaiming, reconstruction, or widening	
<input type="checkbox"/> Tree cutting / clearing	<input type="checkbox"/> Temporary off-road access is required	
<input type="checkbox"/> New ditches will be established	<input type="checkbox"/> The roadway will be realigned	
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

Below this line to be filled in by VTrans staff:

Recommended Award Amount: \$ 128,000

District Staff Approval: (name) Chris Bump

Date: 5/26/2021

Note:

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

BLAKTOP, INC

P.O. Box 5243, West Lebanon, NH 03784

603-298-8885

Fax 298-6120

www.blaktop.com

Member, NATIONAL ASPHALT PAVEMENT ASSN.

BLAKTOP

WEST LEBANON, NH · 603-298-8885

LITTLETON, NH · 603-444-8882

BUDGETARY PROPOSAL

Proposal submitted to:

Date: 3/8/2021

Town of Norwich

PO Box 376

Norwich, VT 05055

Job Name: 1/2" Shim & 1" Overlay on Meadow Brook Road

Job Location: Norwich, Vermont

Phone: (802) 649-2209

Attn: Larry Wiggins

e-mail: lwiggins@norwich.vt.us

We hereby submit specifications and estimates for:

Project: Shim and overlay 1.75 mile segment of Meadow Brook Road in Norwich, Vermont

This budgetary proposal provides preliminary figures for the shim and overlay of a segment of Meadow Brook Road, from intersection with Chapel Hill Road in Norwich, Vermont and proceeding toward the town center. This proposal includes preparatory sweeping, 1/2" asphalt drag shimming, 1" top course asphalt paving, as outlined below; requisite elements pertinent to performance of this scope are included as follows, traffic control, and mobilization; total area for this budgetary proposal is 22,585 square yards (203,269 square feet)

Blaktop scope of work:

- **Area Preparation**

- Mobilize crew and necessary equipment
- Sweep work area to remove loose debris
- Milling at each end of work area
- 3 Flagger crew during prep work hours
- Shouldering, 2' width (each side) for total of 1.68 miles

- **Asphalt Paving, 1 1/2" total compacted thickness**

\$83.33/Ton

- Mobilize paving crew & equipment to work area
- Pave a 1/2" depth shim (levelling) course of 3/8" VT Type IV hot mix asphalt
- Apply asphalt emulsion (tack) prior to top course paving
- Pave a 1" top course of 3/8" VT Type IV hot mix asphalt
- 3 Flagger crew during work hours

Total Price: \$160,000.00**Asphalt cement escalation/de-escalation:**

Paving prices contained in this proposal will be adjusted, if necessary, in relation to changes in asphalt cement costs at the time the paving is done. The paving prices contained in this proposal are based on the current month Agency of Transportation Monthly Average Posted Price for Asphalt Cement.

Prices, if accepted, are valid for 2020 paving season

Terms: Full payment due within 30 days of invoice.

Submitted by: Bryan Sicard

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined in the terms above. This proposal becomes invalid and may be withdrawn if not accepted within 30 days.

Date of Acceptance: _____

Signature _____

Title _____



1 Lat: 43.76366° N
Lon: 72.37233° W

2 1: 13,005
May 26, 2021

LEGEND

Roads

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

Stream/River

- Stream
- Intermittent Stream

Town Boundary

NOTES

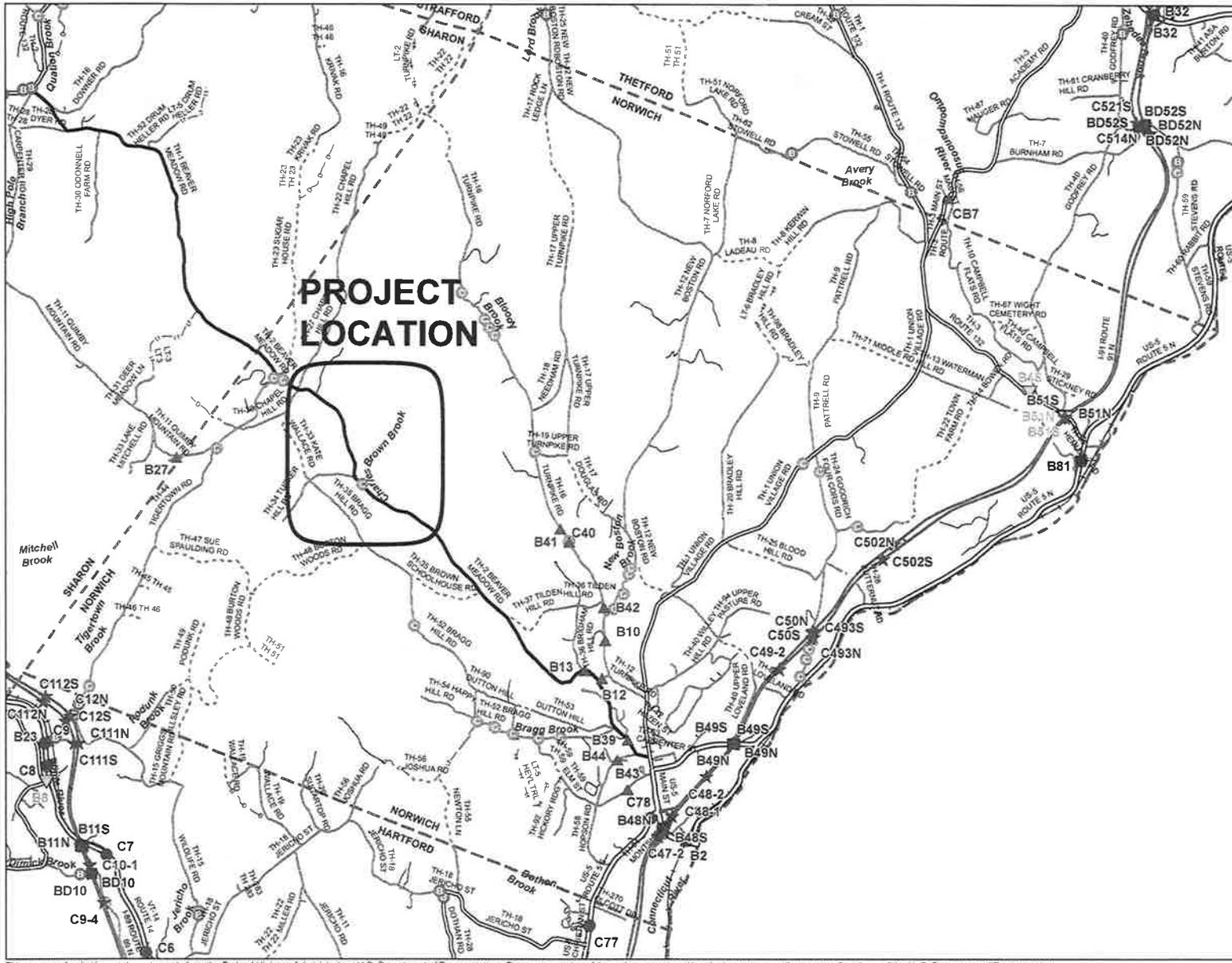
Map created using ANR's Natural Resources Atlas

661.0 0 330.00 661.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 1084 Ft. 1cm = 130 Meters

© Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

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



Scale: 1:54,870



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

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



NORWICH
 COUNTY-TOWN CODE: 1411-0
 WINDSOR COUNTY
 DISTRICT # 4
 District Long Name: White River Junction District
 VTrans Four Region: Southeast

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



TOWN HIGHWAY GRANTS ARCHAEOLOGY/HISTORIC REVIEW EXEMPTION RECORD

To be completed by the District Tech in conjunction with the Towns.
Check the appropriate exemption category from the boxes below.

Roadway Exemptions

- Rehabilitation of existing surface course and/or application of new pavement on existing gravel surface
- Sub-base improvements limited to the depth of the existing sub-base

Culvert Exemptions

- In-kind replacement of metal or tube culverts less than 50 years old in their existing location provided all work is done from the existing roadway
- In-kind replacement of liners on culverts less than 50 years old
- Re-establishing existing ditches

Town Name: Norwich

Road Name: TH#2 Beaver Meadow Rd.

District Signature & Date: Michael Blakslee 5/26/2021

**ATTACHMENT B
PAYMENT PROVISIONS**

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

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

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

All completed forms should be submitted to:

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

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

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (States, local governments, and Indian Tribes), 2 CFR, Part 220 (Non-Profit Organizations), or 2 CFR, Part 220 Educational Institutions (even if part of a State or local government) as appropriate for the Grantee's type of organization.
10. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
11. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

12. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
13. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
14. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
15. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
16. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
17. **Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

Assurance Appendix A

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

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

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

Assurance Appendix E

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

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

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07/01/21
03:49 pm

Town of Norwich General Ledger
Balance Sheet Current Year - Period 11 May

DPW-PAVING FUND

Account	Curr Yr Pd 11 May Encumbrances	Curr Yr Pd 11 May Actual
ASSET		
42-1-090000.00 DUE FROM/TO OTHER FUND	0.00	100,109.45
Total Asset	0.00	100,109.45
LIABILITY		
42-2-001160.00 Accounts Payable	0.00	0.00
Total Liability	0.00	0.00
FUND BALANCE		
42-3-001300.00 GENERAL FUND BAL-UNREST	0.00	172,899.54
Total Prior Years Fund Balance	0.00	172,899.54
Fund Balance Current Year	0.00	-72,790.09
Total Fund Balance	0.00	100,109.45
Total Liability, Reserves, Fund Balance	0.00	100,109.45

NEW APPROPRIATION FYE 22 Δ 60,000
 TO BE "PAID" w/ANTICIPATED
 TAX PAYMENTS Δ 160,109.45

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Section 6: Capital Budget & Program Policy for Operational Planning

Effective: Upon Adoption

Purpose: The purpose of this Capital Budget & Program Policy for Operational Planning is to establish and maintain a capital budget and program policy process for the Town of Norwich. This policy is specifically separate from the "capital budget" provided for in 24 VSA §§ 4403, 4430, and 4443. Those statutes being expressly tied to such capital budget requests associated with an appropriately adopted and currently effective municipal (a.k.a "town") plan.

Policy: The Capital Budget for Operational Planning will undergo preliminary review in the Spring prior to being taken up in the Fall/Winter budget season. The CBP will be reviewed and updated annually in conjunction with the Operational Planning process.

Authority: 24 VSA §§ 4403, 4430, and 4443 allows the Selectboard to adopt a capital budget program to effectuate the implementation of a 'municipal plan' and is only legally required if a town seeks to impose impact fees on new development in town. This policy is not related to any municipal/town plan. Municipalities are not prohibited from instituting a 'capital budget and program or other informal capital asset planning tool which is unrelated, either in whole or in part, to the implementation of its municipal plan'.

Procedures:

1. Capital Budget and Program:

- a. **A Capital Budget:** A capital budget shall list and describe the capital projects to be undertaken during the coming fiscal year, **consistent with the town's Master Comprehensive/Operational Plan** and the estimated cost of those projects, and the proposed method of financing
- b. **Capital Program:** A capital program for purposes of Operational Planning is a plan of capital projects proposed to be undertaken during the coming year but which may be in contemplation of associated needs in each of the following five years future years, specifying the estimated cost of those projects, and the proposed method of financing.

¹ E-mail from Garret Baxter, Esq., VLCT, May 24, 2021 on record in Selectboard Trello document repository.

cb proposed new 5/4/21; msc comments added 6/3/21.

Comment [SR1]: Roger Arnold Comment: Determine if policy is consistent with statute (24 VSA 1762; 1767)

Comment [SR2]: Claudette Brochu Comment: Capital Budget and Plan: Determine the date by which the Town Manager presents CBP to the Selectboard. I propose that the date be well in advance of the presentation of the operational budget. Add a sentence that clearly states the Selectboard will determine the priorities (based on TM and Dpt head input). Also set a date by which the Planning Commission input (if any) must be received.

Comment [CC3]: 24 VSA 1762 is about maximum debt limit. "24 V.S.A. § 1762)

(a) A municipal corporation shall not incur an indebtedness for public improvements which, with its previously contracted indebtedness, shall, in the aggregate, exceed **ten times the amount of the last grand list** of such municipal corporation. Bonds or obligations given or created in excess of the limit authorized by this subchapter and contrary to its provisions shall be void.

Comment [CC4]: 24 VSA 1767 is about how to compute the max debt limit. "24 V.S.A. § 1767)

• **Computation of amount**
(a)(1) In determining the amount of municipal indebtedness permitted by this subchapter, obligations created for current expenses, for a water supply or for electric lights, and temporary loans created in anticipation of the collection of taxes and necessary for meeting current expenses shall not be taken into account. ... [1]

Comment [SR5]: Mary Layton Comment: The Capital Budget and Program Policy would benefit in my opinion from an edit under "Policy: The Selectboard will adopt a six year Capital Budget & Program (CPB) for the Town of Norwich through the annual Budget process." The Capital Budget will undergo preliminary review in the Spring prior ... [2]

Comment [SR6]: Marcia Calloway Comment:
Page 17 Capital Debt – Policy

The policy says the Selectboard will adopt a six-year Capital Budget & Program. When was the last one done? Where is it?

Comment [SR7]: Marcia Calloway Comment:
Page 17 Capital Budget and Program paragraph 1.a

Existing MFP language: "a. A Capital Budget: A capital budget shall list and describe the capital projects to be undertaken during the coming f ... [3]

Comment [CC8]: The clause below is deleted because it is based on the VLCT CBP model which is about municipal plans. That time frame would be consistent with the DHCD Planning Manual recommended long-term planning of 6 years. However no time frame is required in this document because this CBP is for Operational Planning. ... [4]

- c. **Capital Project:** A capital project for purposes of Operational Planning is any one or more of the following:
- Any physical betterment or improvement, including furnishing, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired.
 - Any preliminary studies and surveys relating to any physical betterment or improvement **which has been approved by the voters and/or the Selectboard as part of the town's Master Comprehensive/ Operational Plan.**
 - Land or rights in land to further the purposes of the current Operational Plan.
 - Any combination of the above cited items.
- d. **Capital Expenditures:** For purposes of capital projects related to Operational Planning, a capital expenditure is defined as any expenditure for land, land improvements, buildings, building improvements, vehicles, or equipment costing more than \$5,000 and any expenditure for infrastructure (e.g. roads, bridges, and storm water collection system) costing more than \$25,00010,000.
- e. The CBP for Operational Planning will be arranged to indicate the **Order of Priority**, consistent with the *Town's Master Comprehensive/Operational Plan*, of each capital project and to state for each project the following:
- i. A description of each proposed project and the estimated total cost of the project.
 - ii. The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established by vote and creation of Reserve or Sinking Funds; the amount estimated to be received from the federal or state government; the amount to be financed by impact fees; and the amount to be financed by the issuance of obligations (see section 5 Debt Management Policy above), showing the proposed type(s) of obligation, together with the proposed period of usefulness for which they are proposed to be issued.
 - iii. An estimate of the effect, if any, upon operating costs of the Town, consistent with the *town's Master Comprehensive/Operational Plan.*
 - iv. ~~Annually, the Planning Commission may submit recommendations to the Town Manager and the Selectboard for the capital budget and program that shall be in conformance with the Town Plan and consistent with the town's Master Comprehensive/Operational Plan.~~
- f. Annually, the capital budget and program for Operational Planning should be updated consistent with the *town's Master Comprehensive/Operational Plan.*

cb proposed new 5/4/21; msc comments added 6/3/21.

Comment [SR9]: Marcia Calloway Comment:
 Page 17 Capital Budget and Program paragraph 1.c.
 Existing MFP language:
 "c. Capital Project: A capital project is any one or more of the following:
 •Any physical betterment or improvement, including furnishing, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired.
 •Any preliminary studies and surveys relating to any physical betterment or improvement.
 •Land or rights in land.
 •Any combination of the above cited items."
Amendment Suggested:
 "c. Capital Project: A capital project is any one or more of the following:
 •Any physical betterment or improvement, including furnishing, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired.
 •Any preliminary studies and surveys relating to any physical betterment or improvement **which has been approved by the voters and/or the Selectboard as part of the town's Master Comprehensive/ Operational Plan.**
 • Land or rights in land.
 •Any combination of the above cited items."

Comment [SR10]: Marcia Calloway Comment:
 Page 17 Capital Budget and Program paragraph 1.e., 1.f., and 1.g.
 Existing MFP language:
 "e. The CBP will be arranged to indicate the Order of Priority of each capital project and to state for each project the following:
 i.A description of each proposed project and the estimated total cost of the project.
 ii.The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established Designated and Special Purpose funds; the amount estimated to be received from the federal or state government; the amount to be financed by impact fees; and the amount to be financed by the issuance of obligations (see section 5 Debt Management Policy above), showing the proposed type(s) of obligation, together with the proposed period of usefulness for which they are proposed to be issued."
 ... [5]

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Comment [CC11]: The clause (below) is deleted because a separate CPB for municipal planning would need to be created when and if any municipal plan is approved which recommends projects appropriately requiring capital projects
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- g. Annually, the capital budget portion of the capital budget and program should be incorporated into the Selectboard's proposed budget for voter approval, consistent with the *town's Master Comprehensive/Operational Plan*, at the March Town Meeting.

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~~2. Designated and Special Purpose Funds:~~ In conjunction with the Town's Debt Management Policy, the Town Manager shall annually, as applicable, propose funding (i.e., new appropriations) of ~~Designated (voted) Reserve~~ funds to accumulate resources to pay for items included in the capital budget and program. ~~Such funds would be voted at annual or special meeting as provided by 24 VSA 2804 Reserve Funds.~~ The use of such Designated ~~Reserve and Special Purpose F~~unds should minimize large fluctuations in the tax rate and will reduce the need for incurring additional debt. Other capital improvements may be funded by bond issuance ~~or through the operating budget.~~

Comment [CC12]: The clause below is deleted because the purpose of a capital budget policy is to be able to plan for large purchases which are beyond the scope of the operating ("keep the lights on") budget.

~~2.~~
3. **Priority Criteria:** Capital projects will receive a higher priority if they meet some or most of these criteria:

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- Meets a policy goal or fulfills a strategic objective of the Town's ~~Operational Plan and its adopted Town Plan.~~
- Is required under a state or federal mandate, law, or regulation.
- Will mitigate or eliminate a known safety hazard.
- Will maintain and improve the delivery of public services to the majority of the population.
- Will improve the quality of existing infrastructure.
- Non-tax based revenue and/or State or federal grant funds are available to assist in funding the project.

Comment [CC13]: The clause below is deleted because this capital budget plan is not authorized for town plan capital budget projects. The latter would need a separate CBP consistent with the statutes cited for municipal plan capital budgeting.

Effective: On adoption

Purpose: The purpose of this Capital Program and Budget Policy is to establish a capital improvement program (CIP) for the Town of Norwich. The capital assets of the Town and their condition are critical to the quality of services provided to the municipality. A CIP is a five-year financial plan for the construction or acquisition of capital assets. It provides for the planning of future financial resources and financing of projects (including allocations from current operating budgets, funding of capital reserves, or the use of capital debt). A CIP also identifies the future financial resources required to operate and maintain capital assets once they have been acquired. Through a CIP, the Town can plan future operating budget expenditures, debt repayment requirements, and potential reserve fund needs in order to better manage its long-term financial position.

Policy: The selectboard will adopt a five-year CIP for the Town of Norwich. This plan will include the Town's plan of capital projects proposed to be undertaken during each of the following five years, the estimated cost of those projects, and the proposed method of financing. The selectboard will review and update the CIP annually. The CIP will be presented to the selectboard by ????

Authority: 24 V.S.A. § 4430

Procedure: The CIP will be arranged to indicate order of priority of each capital project and to state for each project the following: (1) a description of each proposed project and the estimated total cost of the project; (2) the proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established reserve funds, the amount estimated to be received from the federal or state government, the amount to be financed by impact fees, and the amount to be financed by the issuance of debt obligations, showing the proposed type or types of obligations, together with the period of probable usefulness for which they are proposed to be issued; and (3) an estimate of the effect, if any, upon operating costs of the municipality.

Each year, the selectboard will develop a capital budget that lists and describes the capital expenditures to be undertaken by the Town during the coming fiscal year. As resources are available, the capital budget will be incorporated into the current year operating budget.

CAPITAL EXPENDITURES. For purposes of the CIP, a capital expenditure is defined as any expenditure for any physical betterment or improvement, including

cb proposed new 5/4/21; msc comments added 6/3/21.

~~furnishings, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired; any preliminary studies and surveys relating to any physical betterment or improvement; land or rights in land; or any combination thereof costing more than \$ 5000 _____ and any expenditure for infrastructure (e.g., roads, bridges, water and wastewater distribution and collection systems) costing more than \$10,000 _____.~~

~~=~~
Designated/Special Purpose RESERVE FUNDS funds. In conjunction with the Town's debt management policy, the selectboard shall annually propose funding of reserve funds created in accordance with 24 V.S.A. § 2804 to accumulate resources to pay for any of the capital expenditures included in the CIP. The use of such reserve funds should minimize large fluctuations in the tax rate and will reduce the need for incurring additional debt. Other capital improvements may be funded by bond issue or through the operating budget.

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~~PRIORITY CRITERIA. Capital projects and/or capital assets will receive a higher priority if they meet some or most of the following criteria:~~

- ~~1. The project or asset meets a policy goal or fulfills a strategic objective of the selectboard.~~
- ~~2. The project or asset is required under a state or federal mandate, law, or regulation.~~
- ~~3. The project or asset will mitigate or eliminate a known safety hazard.~~
- ~~4. The project or asset will maintain and improve the delivery of public services to the majority of the population.~~
- ~~5. The project or asset will improve the quality of existing infrastructure.~~
- ~~6. State or federal grant funds are available to assist in funding for project.~~

24 VSA 1767 is about how to compute the max debt limit. “24 V.S.A. § 1767)

- **. Computation of amount**

(a)(1) In determining the amount of municipal indebtedness permitted by this subchapter, obligations created for current expenses, for a water supply or for electric lights, and temporary loans created in anticipation of the collection of taxes and necessary for meeting current expenses shall not be taken into account.

(2) Sinking funds and other monies set aside for the sole purpose of paying outstanding bonds shall be deducted.

(b) The provisions of this section and of section 1762 of this title shall not apply when the charter of a municipal corporation or special act otherwise limits its indebtedness.

Mary Layton Comment:

The Capital Budget and Program Policy would benefit in my opinion from an edit under "Policy: The Selectboard will adopt a six year Capital Budget & Program (CPB) for the Town of Norwich through the annual Budget process." The Capital Budget will undergo preliminary review in the Spring prior to being taken up in the Fall/Winter budget season. "The CPB will be reviewed and updated annually."

Marcia Calloway Comment:

Page 17 Capital Budget and Program paragraph 1.a.

Existing MFP language: "a. A Capital Budget: A capital budget shall list and describe the capital projects to be undertaken during the coming fiscal year, the estimated cost of those projects, and the proposed method of financing."

Amendment suggested:

"a. A Capital Budget: A capital budget shall list and describe the capital projects to be undertaken during the coming fiscal year, **consistent with the town's Master Comprehensive/Operational Plan and** the estimated cost of those projects, and the proposed method of financing."

The clause below is deleted because it is based on the VLCT CBP model which is about municipal plans. That time frame would be consistent with the DHCD Planning Manual recommended long-term planning of 6 years. However no time frame is required in this document because this CBP is for Operational Planning, a term which the Selectboard has been using to describe the capital budgeting needs for one (1) year ahead.

Marcia Calloway Comment:

Page 17 Capital Budget and Program paragraph 1.e., 1.f., and 1.g.

Existing MFP language:

“e. The CBP will be arranged to indicate the Order of Priority of each capital project and to state for each project the following:

- i. A description of each proposed project and the estimated total cost of the project.
 - ii. The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established Designated and Special Purpose funds; the amount estimated to be received from the federal or state government; the amount to be financed by impact fees; and the amount to be financed by the issuance of obligations (see section 5 Debt Management Policy above), showing the proposed type(s) of obligation, together with the proposed period of usefulness for which they are proposed to be issued.
 - iii. An estimate of the effect, if any, upon operating costs of the Town.
 - iv. Annually, the Planning Commission may submit recommendations to the Town Manager and the Selectboard for the capital budget and program that shall be in conformance with the Town plan.
- f. Annually, the capital budget and program should be updated.
- g. Annually, the capital budget portion of the capital budget and program should be incorporated into the Selectboard’s proposed budget for voter approval at the March Town Meeting.

Amendment suggested:

“e. The CBP will be arranged to indicate the **Order of Priority**, *consistent with the town’s Master Comprehensive/Operational Plan*, of each capital project and to state for each project the following:

- i. A description of each proposed project and the estimated total cost of the project.
 - ii. The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established *by vote and creation of Reserve or Sinking Funds*; ~~Designated and Special Purpose funds~~; the amount estimated to be received from the federal or state government; the amount to be financed by impact fees; and the amount to be financed by the issuance of obligations (see section 5 Debt Management Policy above), showing the proposed type(s) of obligation, together with the proposed period of usefulness for which they are proposed to be issued.
 - iii. An estimate of the effect, if any, upon operating costs of the Town, *and consistent with the town’s Master Comprehensive/Operational Plan*.
 - iv. Annually, the Planning Commission may submit recommendations to the Town Manager and the Selectboard for the capital budget and program that shall be in conformance with the Town plan *consistent with the town’s Master Comprehensive/Operational Plan*.
- f. Annually, the capital budget and program should be updated *consistent with the town’s Master Comprehensive/Operational Plan*.
- g. Annually, the capital budget portion of the capital budget and program should be incorporated into the Selectboard’s proposed budget for voter approval, *consistent with the town’s Master Comprehensive/Operational Plan*, at the March Town Meeting.

to info, bcc: me

Good afternoon,

I am a selectboard member in Norwich, Vermont. By way of disclosure I am also an active status, licensed New Hampshire attorney, retired.

The selectboard is working on updating the town's Master Financial Plan (hereinafter referred to as "MFP") and I am reviewing the section titled "Capital Budget & Program Policy" (hereinafter referred to as "CBP"). I would appreciate some guidance from your staff and ask that this message be forwarded appropriately.

The existing Norwich CBP cites authority from three statutes:

- 24 VSA 4403 -- for implementation of a municipal plan;
- 24 VSA 4430 -- re non-regulatory implementation of a municipal plan; and,
- 24 VSA 4443 -- re adoption, administration and enforcement of a capital budget plan pursuant to a municipal plan developed in accordance with 24 VSA 4382(a)(4).

Based on the cited authority, it seems clear that the existing CBP was written to effectuate a municipal plan. This raises an apparent contradiction:

- The current Norwich municipal plan lists six (6) 'capital budget' items which do not necessarily represent 'capital' expenditures anticipated by the selectboard to the extent that the word 'capital' is normally understood to mean major expenses or projects.¹¹
- Yet, the selectboard appears to understand the CBP as the basis for any sort of major expense, without regard to the municipal plan.

In an attempt to find a way forward vis-à-vis a 'capital budget' policy, I looked at the VLCT Model Capital Program and Budget Policy. It, too, seems to underscore my reading that the basis of such a policy lies in the municipal plan. The stated "Purpose" of that policy is

"to establish a capital improvement program (CIP) for the Town...in accordance with 24 VSA 4430....[with the CIP being] a five-year financial plan for the construction or acquisition of capital assets."

My questions are:

1. Is it appropriate to write a policy for 'capital' expenditures if the municipal plan does not meet the requirements of 24 VSA 4430 and 24 VSA 4382(a)(4) i.e. where there are no clear recommendations for capital expenditures?
 - "a capital budget and program may be adopted, amended, or repealed by the legislative body of a municipality following one or more public hearings, upon public notice, if a utility and facilities plan as described in subdivision 4382(a)(4) of this title has been adopted by the legislative body in accordance with sections 4384 and 4385 of this title." 24 VSA 4430
 - "A utility and facility plan, consisting of a map and statement of present and prospective community facilities and public utilities showing existing and proposed educational, recreational and other public sites, buildings and facilities, including hospitals, libraries, power generating plants and transmission lines, water supply, sewage disposal, refuse disposal, storm drainage, and other similar facilities and activities, and recommendations to meet future needs for community facilities and services, with indications of priority of need, costs, and method of financing." 24 VSA 4382(a)(4)
2. If expenses are not identified and anticipated by the municipal plan on record, should the MFP address "capital" expenditures (e.g. a new fire truck, a municipal building boiler, a bridge replacement, etc.) in a different format? I.e. would it be best practice to more fully flesh out sections on the General Fund purpose and use (pursuant to 17 VSA 2664) and the Reserve Fund Policy policy and use (pursuant to 24 VSA 2804)?
3. How should 24 VSA 1762 (Limits on indebtedness) and 24 VSA 1767 (Computation of amount of indebtedness) be addressed vis-à-vis municipal plan capital budget planning versus capital expenditures not anticipated or mentioned in the municipal plan?
4. What do towns do if they have no municipal plan?

I am sure that you are inundated with queries and so I thank you in advance for any assistance or guidance you may be able to provide.

Marcia Calloway

^[1] For reference, the current Norwich Town Plan lists six (6) capital budget items:

- #2 -- Investigate the use of land owned or controlled by the Town of Norwich for dedicated affordable housing
- #27 -- Review hybrid and electric options for any municipal vehicle purchase or replacement
- #30 -- Implement to the best of our abilities the (non-binding) Article 36 from the Town of Norwich 2019 ballot
- #42 -- Accommodate bicycle and pedestrian safety when rebuilding and upgrading roads and bridges
- #43 -- Maintain a capital improvement program that is aligned with the goals and objectives of this plan
- #44 -- Implement the strategic initiatives developed by the town's Trails Committee

RESPONSE FROM VLTC GARRETT BAXTER-----

**Garrett
Baxter <gbaxter@vlct.org>**
to Abigail, me

May 24, 2021, 12:05 PM

Good morning Marcia,

Thank you for your questions and understanding regarding our workload. While it was clear from your e-mail that the Selectboard is working on updating the Town's Master Financial Plan, what was unclear was whether the Planning Commission, Town Manager and/or its Finance Office was involved in this process. As you've probably already ascertained from your time as a Selectperson, Vermont law on municipal budgeting is sparse to say the least which is why a comprehensive understanding draws heavily from disciplines outside the legal profession (e.g. finance, auditing, public administration). Although we can answer some of your questions about legal requirements ourselves, we would ordinarily refer others (particularly those concerning the town's Master Financial Plan and the overall coordination and implementation of its financial planning) to external consultants. Usually such referrals are only necessary for those municipalities that lack the requisite in-house professional services found in a town manager and/or finance department. Since Norwich already has these resources, we would recommend drawing heavily from both their knowledge, experience, and expertise.

As to the issues and concerns you raised, while the purpose of a capital budget and program as identified under 24 V.S.A. § 4430(c) is to help effectuate the implementation of a "municipal plan" as that term is defined by 24 V.S.A. § 4303(18), a capital budget and plan is only legally required if a town seeks to impose impact fees on new development in town. Impact fees are a means to make new development bear the cost of municipal or school improvements that will have to be made as a consequence of development. A municipality may only impose impact fees if it already has:

- a town plan that has been confirmed by its regional planning commission;
- a capital budget and program adopted pursuant to 24 V.S.A. Chapter 117; and
- developed a reasonable formula to assess impact fees. 24 V.S.A. § 5203.

That doesn't mean however that a municipality can't have a capital budget and program or some other more informal capital asset planning tool unrelated, whether in whole or in part, to the implementation of its municipal plan. A capital budget and program is after all just a planning tool. It doesn't bind the town legally in any respect. One of the primary reasons to develop a capital budget and program is that it forces the selectboard to set priorities and to plan ahead. This can help to smooth out those fluctuations in the budget where two or more major expenses occur in a single year, causing a sudden rise in the tax rate. Planning ahead, in the form of timing these expenses for different years or setting up a reserve fund in anticipation of certain expenses, will help eliminate

some of those deviations. While it's certainly helpful and sensible to tie such planning efforts to the town's municipal plan it isn't legally required nor is there any consequence for failing to do so - outside of being able to impose the aforementioned impact fees. Ultimately, the selectboard should adopt whatever financial planning tool that it finds most useful to the board and beneficial to the town.

If the selectboard or town manager is interested in information about consultants, please contact Abby Friedman, MAC Director, copied on this message.

I hope this helps. Stay safe and take care.

Sincerely,

Garrett A. Baxter

Garrett A. Baxter, Esq.
Senior Staff Attorney, Municipal Assistance Center
Vermont League of Cities and Towns
1-800-649-7915

For the latest information VLCT has on COVID-19, please go to our website: <https://www.vlct.org/coronavirus>.

Due to COVID-19, the VLCT Municipal Assistance Center (MAC) is experiencing a high volume of questions and therefore it may take longer than usual for MAC to respond. Please also understand that if your question is unrelated to COVID-19 or is not an urgent matter, our response time will be extended. If you have an urgent matter and you haven't received a response from MAC, please contact your municipal attorney.

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REPLY FROM CALLOWAY -----

Marcia Calloway <msbcalloway@gmail.com>
to Garrett, Abigail, bcc: me

May 24, 2021, 1:35 PM (20 hours ago)

Dear Garrett,

Thank you very much for your response and for confirming what I was thinking i.e. that we need to look at the Master Financial Plan with a view to a capital budget pursuant to 24 VSA Chapter 117 and whatever 'other' 'capital budget' planning we want to record in that plan. We are without a Finance Director at the moment but the Town Manager is involved in the process. To that extent, I am grateful to have Abby's information.

Unless you ask me not to, I will share this correspondence with the rest of the Selectboard as I believe it will be helpful as we work through the Master Financial Plan.

Again, sincere thanks for your time.

All best wishes,

Marcia Calloway

CONFIRMING RESPONSE FROM VLCT BAXTER -----

Garrett Baxter

May 24, 2021, 2:09 PM (19 hours ago)

to me, Abigail

Good afternoon Marcia,

You're very welcome. Also, please feel free to share our correspondence with rest of the Selectboard and to reach out to Abby as needed.

All the best.

Sincerely,

Garrett A. Baxter

Garrett A. Baxter, Esq.
Senior Staff Attorney, Municipal Assistance Center
Vermont League of Cities and Towns
1-800-649-7915

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9

ASPO planning advisory service

AMERICAN SOCIETY OF PLANNING OFFICIALS

1313 EAST 60th STREET - CHICAGO 37, ILLINOIS

Information Report No. 151

FYI

October 1961

CAPITAL IMPROVEMENT PROGRAMMING

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BUT IT
REMAINS
A VALIA
READ!

Capital improvement programming is the scheduling of public physical improvements for a community over a certain period of time. The scheduling is based on a series of priorities, according to the need, desire or importance of such improvements and the community's present and anticipated financial standing.

Capital improvement programming is the vital bridge between the comprehensive plan and the actual construction of public improvements. Because of the great influence that the provision, nature and location of public facilities have on the pattern of urban growth, programming is probably the most important implementation tool at the planner's disposal. Whereas the zoning ordinance and subdivision regulations guide certain aspects of private development, the capital improvement program can have a proportionately greater impact on urban development since decisions whether certain improvements are built at all are made.

Because ASPO Planning Advisory Service Information Report No. 23, Capital Improvement Programming--Some Considerations (February 1951), has been out of print for quite awhile and the number of subscribers to Planning Advisory Service has more than tripled since it was published, a revision of that report seems timely. Only about one-fourth of the cities in the U. S. with over 10,000 population have capital improvement programs¹ (and it is doubtful if even a significant proportion review them annually), so perhaps this report may arouse some renewed interest in a technique that has been known for decades.

Discussion will move from some general considerations to elements of financial analysis, general procedures, and to the fundamental problem of programming: the selection of priorities. In addition, some examples of legal provisions concerning capital programming are presented.

¹This and subsequent footnotes are listed at end of report.

Prepared by Frank S. So

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GENERAL CONSIDERATIONS

Advantages of Capital Programming

There are many benefits to be gained by capital improvement programming. To make a list of the advantages is useful not only to encourage programming, but to use as a guide and measuring device in the process itself. Thus, when a stated advantage is "to take better advantage of grants-in-aid from other governments," the planner is at the same time alerted to explore all the possible aid programs in which the city may be eligible to participate. The list is as follows:²

1. In conjunction with the master plan of the community, programming safeguards against public improvements being misfits and liabilities upon the city in lieu of assets.
2. Programming allows a stabilization of the tax rate over a period of years.
3. It also allows a stabilization of personnel demands. The number of personnel can be reduced and better trained.
4. Adequate time for planning and engineering of improvements is another advantage. Slack periods can be better utilized by these personnel to work ahead on the needs of the community in the order of priority.
5. Programming and advance planning call attention to the deficiencies of the community and stimulate action to correct them.
6. It enables citizens to take a long-range view of their future activities and responsibilities.
7. Programming inherently promotes a coordination of construction activities of overlapping and contiguous governmental jurisdictions.
8. Programming aids in assuring that projects are not undertaken too soon before the need arises nor too late after land costs are inflated.
9. The very nature of the entire procedure protects the community against undue influence of pressure groups pressing for pet projects.
10. It will enable the city to take better advantage of federal and state grants-in-aid. Plans can be prepared far in advance and matching money made available to take advantage of anticipated and unanticipated grants-in-aid.
11. It will also enable the city to undertake additional projects scheduled for later years in a period of surplus revenues should such a situation arise.
12. As stated above, the city can acquire land needed for improvements while cost is low.
13. Insuring the maximum benefits from the money spent can be said to be both a purpose and an advantage.
14. Programming insures that funds can be organized in advance in a more logical manner.
15. Where an election will be necessary, it enables the city to secure public support and acceptance in advance, assuring a higher degree of voter approval.
16. Impartial treatment can be given to all sections of the community.

17. A community that has prepared a program that is based on a comprehensive community plan will put town officials, the budget-making authority and others in very strong positions to justify needed improvements.

18. The program will make available to every department the programs of all departments so that...informed decisions can be made and joint programs initiated.

19. Similarly, it will make available to other governmental agencies, privately managed public utilities, and other public groups a comprehensive view of the intentions of the city so that they, too, may make sounder judgments concerning construction programs.

20. Concentration or overemphasis upon any single project to the exclusion of others, perhaps more essential, may be avoided and a more balanced development achieved.

21. Stabilization of the volume of public improvements at a reasonably uniform level will have a beneficial effect upon employment in the local construction industry and the related supply industries.

22. Impetuous action caused by a momentary wave of popular enthusiasm can be best avoided.

Definitions

Budget or Program? Although there seems to be general agreement about certain definitions in the literature of method and procedure of capital improvement programming, there is not a corresponding agreement on some of the terms used in the actual capital program documents that are published, nor in the writings of those who are closely associated with active on-going programs.³ The "book" definitions are as follows:

Capital Improvement Program--A list of all proposed projects, together with the priority of their construction. The time span is "indefinite" or the "foreseeable" future.

Capital Budget--A list of projects together with priorities and specific means for financing. Time span is five or six years. The first year is adopted within the annual municipal budget.

Annual Operating Budget--Expenditures for operating, recurring services for a period of one year.

Public Services Program--A long-range plan for public services. An extrapolation and extension of the operating budget. Time span is indefinite.

Long-Term Revenue Program--A tentative revenue policy to finance operating and capital expenditures. Time span is five or six years.

Perhaps a discussion of definitions is a "small" point. However, there seems to be much unnecessary confusion brought about by the use of certain terms. In particular there is an inconsistency between the words "program" and "budget" in reference to the time factor. In almost every financial context, a budget refers to a period of one year. Calling something five or six years long a budget is somewhat misleading, especially since long-term plans for revenues and public services are called programs while their annual counterpart is called a budget. In addition, the current practice in our major cities that regularly practice capital programming is to refer, in both publications and

local legislation, to the six-year period as a capital program and the first year of that program as a capital budget. Consequently, in order to avoid using the same word in different contexts and to retain meanings as similar as possible to common everyday meanings, this report will refer to the six-year period as the capital improvement program and the one-year period as the capital improvement budget.

Perhaps one is left with the problem of what to call the list of capital improvements, sometimes called the capital improvement program but without a name in this report. For the sake of simplicity again, this will be referred to as the list of capital improvements suggested for the foreseeable future.

What is a Capital or Public Improvement? The usual definition of a capital improvement includes new or expanded physical facilities for the community that are of relatively large size, are relatively expensive, and relatively permanent. Such items as streets, playgrounds, harbor facilities, police stations, schools, libraries and sewer systems are considered capital or public improvements. Large-scale replacement or rehabilitation of existing facilities also fall within the definition. Whether equipment is also considered to be a public improvement depends on the type of operating budget under which the community functions. For example, a major piece of equipment such as a fire engine is in the "twilight zone"--some communities (particularly the smaller ones) would classify it as a capital improvement, others would not. The engine has a direct relationship to the fire station in which it is housed, and to the function of the fire station; it also is relatively expensive and of relatively long life. It is, of course, not as fixed nor as expensive, nor as long in life expectancy as the station. However, the engine could be contrasted to office equipment used within the fire station. Office equipment would generally be considered an operating expense and would be included as a part of a capital improvement if an office were to be furnished all at one time in conjunction with a new or expanded facility.

The terms "capital improvement" and "public improvement" are used interchangeably in the literature and will be so used in this report. In some circumstances, distinctions have been made (particularly for accounting purposes) that refer to capital improvements as any expenditure for the purpose of increasing the physical assets of a community. This term would obviously include capital improvements, while "public improvement" would be reserved for the building- or structure-type physical facility. Thus, public improvements would be included in the term "capital improvements," while the reverse would not be true. Such preciseness is not followed in this report, but this distinction should be made in the programming process.

The planning agency charged with preparation of the capital improvement program will want to consult with the financial agency of the community to establish agreed-upon definitions of what constitutes a capital improvement. In addition to the distinction between structures and equipment, it is desirable that consideration be given to establishing certain standards of measurement, perhaps even arbitrary ones, so that there will be consistency in differentiating between capital improvements and operating expenses. For example, one type of standard would be that all physical items involving expenditures of more than \$1,000, or having an anticipated life of 10 years or more, would be considered as capital improvements. Agreements should be reached, for example, on whether street repaving should be included or excluded from the def-

initiation; or whether the widening of existing streets or just the opening of new streets should be included.

While costs for personnel to operate the facilities are not a part of capital improvement expenditures, the personnel costs of engineering and architectural work is a legitimate charge to the project and would no more be divorced from the finished product than the land acquisition, construction labor, or material costs. Thus, detailed planning for a project is considered in the total cost of the project.

Time Period

Generally, capital improvement programs are set up for a six-year time period with annual review. Although this time period is frequently selected by public agencies, it is not based on a scientific determination that this is the optimum period of years for forecasting the capital requirements of a community. It is a convenient period of time, manageable for purposes of analysis and arrived at by elimination of alternatives.

A one- to three-year program is of too short duration for most cities and would defeat the purpose of being "long-range." If four years were chosen, the capital improvement program might coincide with an election year. Turning the capital program into a political football could result from such a procedure, as well as making program continuity more difficult. Since a "five-year plan" has a well-known international connotation, a six-year period has been traditionally chosen. Although periods as long as ten years have been used by a few communities, the overwhelming tendency has been to follow the early recommendation of the National Resources Planning Board. The NRPB favored a five- or six-year program.

FINANCIAL ANALYSIS

The ability of a community to pay for proposed capital expenditures is too often overlooked by planners. To be realistic, any capital improvement program must be formulated within the framework of the financial capacity of the city to pay for its needs and desires. To propose improvements the community cannot afford, or to propose improvements without some idea of how they will be paid for, is an exercise in futility.

In its classic report⁴ the National Resources Planning Board stated that the fundamental purpose of a financial analysis is to

...determine approximately the present and future ability of the municipality to pay for the construction and maintenance of public improvements, by estimating the present availability of funds, by research into the probable future trends of municipal revenue and expenditure, by appraisal of all factors related to the administration and operation of the program, and by determining what limitations are imposed, by statutes or prior commitments, upon the freedom of the municipality to act. This amounts in reality to comprehensive financial planning for the city.

Although primary responsibility for financial analysis rests with the chief finance officer, the planner should understand some of the basic and elementary facets of measuring the financial capacity of the city. In the smaller community, he may have to assume part of the responsibility for such studies. Perhaps the planner is limited in his ability to interpret much of the results of such a study. But he can collect some of the basic data as part of the tooling-up studies he normally carries on in anticipation of plan preparation. In the smaller community, the finance office is often a one-man operation without the aid of research staff. The planner, whether resident or consultant, can gather much of the necessary information for the more expert analysis of the finance officer and for joint study and use.

That the planner can do this does not seem unreasonable in the light of the kind of economic and social data needed for comprehensive financial analysis and planning cited in Municipal Finance Administration.⁵ The list is parallel to and in some cases identical with typical planning studies:

1. Population--probable population growth or decline, age distribution, movements to and from incorporated areas, and school enrollments....
2. Area growth--land area of the city and annexation proposed and in process.
3. Housing--number of dwelling units, building permits, location of new units, percentage of vacancies, and so on.
4. Labor force--employment in industrial, commercial, and service establishments, and ratio of unemployed to total labor force.
5. Wealth and income--estimates derived from assessed valuations, true values, bank deposits, automobile registrations, and other indicators.
6. Economic characteristics--an inventory of assets and liabilities in the community for industry, commerce, service establishments, and transportation. The stability of employment and the economic base through industry diversification is an important element in such an analysis.
7. Municipal finance--assessed valuation, tax collections, tax collection ratios, ratio of municipal debt to assessed valuation, per capita debt, and welfare costs.
8. Other data, depending on need, can be compiled on price level and construction cost indexes, utility installations, and motor vehicle registrations.

For the purpose of discussion, the financial analysis can be divided into three phases:

1. Study and projection of revenues.
2. Study and projection of expenditures.
3. Development of fiscal policies.

Revenues

All sources of municipal revenue should be examined and projected. One convenient method of classification would be the following:

1. General property taxes.
2. Income or sales taxes.
3. Licenses, fines, permits and fees.
4. Service charges.
5. External government aid and shared taxes.
6. Other miscellaneous sources.

Each of these sources should be traced far back enough to account for recessions and booms. They then should be related with appropriate indexes so as to make future estimations. For example, property taxes would be based on projected residential, commercial, and industrial construction rates with an assumed market value, the relationship to assessed value, and tax rate (for purposes of analysis, the existing tax rate should remain constant); projected income taxes based on an estimate of future personal income; automobile taxes dependent upon the relationship between future population and car registrations; and other similar methods of estimating future municipal income within each classification.

Table 1

**ASSESSED VALUATION AND REVENUE FROM REAL PROPERTY TAX:
PAST TRENDS AND FUTURE ESTIMATES**

Year	Assessed Valuation	Tax Rate in Mills	Tax Levy	Total Collected ¹	Per Cent Collected
<u>Past Trends</u>					
1951	\$ 6,343,241	8	\$ 50,746	\$ 49,743	98.0
1952	6,922,795	8	55,025	52,032	94.5
1953	7,359,355	8	58,874	58,430	99.2
1954	8,250,940	12	99,011	92,070	92.9
1955	8,835,350	12	106,024	103,834	97.9
1956	9,387,340	15	140,811	134,837	95.7
1957	9,897,735	15	148,467	142,207	95.7
1958	14,819,136	15	192,651	185,857	92.6
1959	15,424,616	13	200,522	187,371	93.4
1960	15,750,251 ^a	13	204,753 ^a	199,645 ^a	97.5
<u>Future Estimates^b</u>					
1961	16,278,000	13	211,614	201,000	95.0
1962	16,806,000	13	218,478	208,000	95.0
1963	17,334,000	13	225,342	214,000	95.0
1964	17,862,000	13	232,206	221,000	95.0
1965	18,390,000	13	239,070	227,000	95.0
1966	18,918,000	13	245,934	234,000	95.0

¹- Includes current and delinquent receipts.

^a- Budget Estimates.

^b- Estimates of future assessed valuation are based on a projected residential construction rate of 60 homes per year and an assumed market value of \$16,000 per home. No attempt has been made to predict fluctuations in the relationship of market value to assessed value; an assumed ratio of 55% has been used. Thus, the projected annual increase in assessed value is \$528,000.

Source: Pittsburgh Regional Planning Association, A Master Plan for the Borough of White Oak, 1960, p. 151.

Table 1 is reproduced from a master plan report for a town of less than ten thousand population, and illustrates past trends and future estimates of revenue from the local real property tax. Footnote "b" should be particularly noted since it contains the assumptions used in arriving at the future estimates. This information is then combined with estimates of other sources of income in Table 2, reproduced from the same report. Footnotes "f" through "j" should be especially noted since they state the basic assumptions used in projecting each class of revenue.

A word of caution concerning forecasting is given in Municipal Finance Administration.⁶ It states that information

Table 2
SUMMARY OF BOROUGH RECEIPTS: PAST TRENDS AND FUTURE ESTIMATES

Year	Real Estate Tax Revenue	Amusement Tax Revenue	Deed Transfer Tax Revenue	State Gasoline Tax Grant	Other Revenue & Non-Revenue Receipts	Total Receipts
Past Trends						
1951	\$ 49,811	\$ 8,318	\$11,748	\$ 6,116	\$25,228	\$101,221
1952	52,045	8,315	18,828	4,758	13,265	97,211
1953	58,430	9,951	26,732	4,750	13,389	113,252
1954	92,070	10,594	10,737	5,530	17,022	135,953
1955	108,834	8,970	18,349	5,513	13,559	155,225
1956	134,827	7,097	24,634	11,786	14,592	192,936
1957	144,918	7,243	19,247	14,105	20,986	206,499
1958	185,857	14,581	21,946	14,152	12,930	249,466
1959	187,371	7,911	21,153	16,907	26,896	260,238
1960	199,645	9,127	15,000	16,862	21,825	262,459
Future Estimates						
	f	g	h	i	j	
1961	201,000	9,000	20,000	17,000	13,000	260,000
1962	208,000	9,000	20,000	17,000	13,000	267,000
1963	214,000	9,000	20,000	17,000	13,000	273,000
1964	221,000	9,000	20,000	17,000	13,000	280,000
1965	227,000	9,000	20,000	17,000	13,000	286,000
1966	234,000	9,000	20,000	17,000	13,000	293,000

f - See Table 1 for derivation of increases in real property revenues.

g - Projection based on average receipts in adjusted dollars between 1951 and 1959.

h - Based on average adjusted receipts between 1955 and 1959, on assumption that the real estate marked during Stage One will resemble activity between 1955 and 1959.

i - Future receipts from the state gasoline tax grant will depend upon the total size of the state appropriation and the formula for apportioning this sum among municipalities. Because there is no assurance of future increases comparable to those of the last decade, a constant amount is assumed as White Oak's share between 1961 and 1966.

j - Special assessment receipts are not included in projection. Capital outlays financed through special assessments are excluded from summary and projection of expenditures also.

Source: Pittsburgh Regional Planning Association, A Master Plan for the Borough of White Oak, 1960, pp. 153-54.

...can be projected by the use of one or more statistical techniques, but it is here that one of the major possibilities of error in long-term financial planning exists. Three basic methods are usually used for forecasting: extrapolation, correlation, and some form of analytic technique. All three of these statistical techniques should not be used by amateurs. In forecasting, it is far better to give weight to all possible factors that may change past developments and to arrive logically at future estimates, than to rely upon a statistical formula for computing a future trend. The latter is too mechanical and too dangerous. Careful forecasting often requires extensive compilation of data and very careful analyses and interpretations, but this will probably be sound economy for the city in the long run.

Detailed study and discussion also should be made concerning possible changes in tax rates, constitutional or statutory limits on rates, sources of revenue available to the locality, various policies concerning revenue-producing departments or projects, types of grants-in-aid available from other units of government, possible changes in state laws that may affect sources of revenue, and the presence of inflexibility because of earmarked funds.

Expenditures

For analytical purposes, expenditures should be broken down into three categories: operating expenses, debt service, and capital improvements. Each category has special characteristics that must be examined separately in order to arrive at a logical and accurate assessment of the nature of the local financial structure.

Operating Expenses. Operating expenses usually take the largest portion of municipal income and consequently have an important relationship with all other expenditures. In particular, the amount of operating expenditures limits the amount available for capital improvements whether they are paid for in whole or part in cash, or by borrowing with the resulting debt service costs coming from current revenues.

As is the case with the analysis of revenues, expenditures should be traced back far enough to gain adequate historical perspective. The data should be classified by function, department or fund, and should be broken down into sufficient detail so as to clearly indicate the trend of each individual function. For example, "recreation" may be too broad in scope and ignore important differences between the relative emphasis and resulting differences in operating and maintenance costs between indoor recreation centers and outdoor playfields.

While there has been progress in recent years in capital improvement programming, there has been no corresponding attention given to the planning of the operating budget. Although such planning is necessary if financial support for the capital program is to be realistically estimated, the task has largely been left undone because of the admitted difficulty of accurately estimating both revenues and expenditures very far into the future.

However, there are two important reasons for preparing the operating budget with a long-range view.

One reason is to make very clear to legislators, administrators, and citizens that there is a fundamental difference between expenditures for continuing operating requirements and expenditures for capital improvements which are nonrecurring and of enduring value. Once this fundamental difference is made clear, much of the misunderstanding which frequently stands in the way of good capital budgeting will be removed. A second reason for a long-term operating budget is the practical problem of keeping total costs of regular operations and capital improvements within the limits of sound financing and a reasonably uniform tax rate. This can hardly be accomplished unless an estimate is made of future operating costs including the additional costs of operation of contemplated capital improvements.⁷

Estimation of future operating expenditures should be based on past experience adjusted to increases in population, increased personnel and equipment costs, inflation and any changes in the public service program. In general, substantial changes in operating expenses occur because of corresponding changes in service. "Once it is determined, for example, that the fire department needs five engine companies and two ladder companies, and that the companies should be manned with an average strength of ten men, the budget of the fire department is practically determined. It can be reduced substantially only by reducing the number of companies or by reducing the average manpower per company, that is, by lowering the level of the service provided."⁸ Similarly, the influence of the capital improvement program should also be taken into account when projecting operating expenditures. For example, one city carried out a comprehensive playground construction program that gave the city over fifty new facilities. No plans had been made to finance the expenditures needed to staff and operate the playgrounds. The result was a considerable burden on the annual operating budget. Table 3 is an example of the projection of operating expenditures.

Debt Service. A compilation of all outstanding municipal debts at the end of the current year should be made in order that future requirements for debt retirement can be determined. The tabulation should be extended into the future to that point in time when all existing debt is liquidated. It would then be known how much is needed each future year for debt service. A chart should be prepared that shows the constitutional or statutory debt limit, total debt service, principal, and interest. Any new debt that is to be incurred must be within the financial capacity of the community. That is, the total debt cannot go over the legal limit (which may or may not be the amount that financial prudence would dictate) and cannot be incurred in such a way that debt service would be disproportionate to the operating budget. An increase in debt service decreases the amount of funds available for current public services. A comparison must be made between proposed capital improvements, any new debt service that may be necessary, and the resulting impact on the operating budget in terms of the level of services performed by the local government. A balance must be reached that neither deprives the community of necessary capital improvements, nor deprives it of equally necessary public services.

The accurate picture of the debt capacity of the municipality cannot be accurately assessed without a close examination of the debt structure of the related overlapping governmental units. If it is important to coordinate the land use and transportation patterns of metropolitan areas, an equally compelling argument can be made for the coordination of fiscal policies related to debt.

Although the debt limit for any one governmental unit may be financially prudent, the sum total of all debt that must be supported by the average taxpayer may be unduly harsh and burdensome. Obviously, borrowing proposals on the part of any one unit of government should be coordinated with the existing debt and proposed future borrowing of all other units.

Capital Improvements. The financial analysis should also include a study of past capital expenditures. Although such an analysis is of little use for projecting future capital needs, it is useful in determining the past policies of the municipality in providing improvements, and in discovering what, if any, emphasis has been given to various classes of improvements. Care must be taken so as not to confuse the difference between a study of capital expenditures and past debt. All past public improvements may not have been financed by borrowing and the two studies may be quite different.

Table 3

SUMMARY OF BOROUGH EXPENDITURES: PAST TRENDS AND FUTURE ESTIMATES

Year	Governmental Operating Expenditures:				Non-Governmental Expenditures:		
	General Govern-ment	Protection to Persons & Property	Health & Sani-tation	Streets & Highways	Miscel-laneous	Debt Service	Miscel-laneous
<u>Past Trends</u>							
1951	\$19,258	\$12,260	\$17,480	\$31,124	\$ 2,013	\$ 4,200	\$ 265
1952	18,713	16,987	16,743	36,092	2,789	5,490	--
1953	19,933	20,793	19,753	35,130	3,741	7,635	--
1954	17,331	25,267	20,952	29,099	29,136	13,545	--
1955	20,687	31,145	21,736	36,208	23,297	13,255	--
1956	30,053	38,555	21,465	54,236	57,166	13,145	1,316
1957	28,675	38,965	20,290	58,205	5,178	16,155	43
1958	34,674	31,732	22,741	63,871	9,939	16,250	1,669
1959	43,752	41,189	22,182	51,348	13,191	15,645	4,548
1960	41,138	46,345	22,250	81,125	49,928	15,440	--
<u>Future Estimates</u> (excluding capital improvements recommended in master plan)							
	h	h	i	h	j	k	
1961	49,000	48,000	24,000	61,000	8,000	20,500	--
1962	52,000	51,000	24,000	66,000	8,000	20,100	--
1963	55,000	55,000	24,000	71,000	8,000	19,700	--
1964	57,000	58,000	26,000	76,000	8,000	19,300	--
1965	60,000	62,000	26,000	81,000	8,000	18,900	--
1966	63,000	65,000	26,000	86,000	8,000	18,400	--

h - Projection based on average adjusted yearly increase between 1950 and 1959.

i - Based on a \$2,000 increase every three years in cost of garbage collection.

j - Does not include an allowance for future unpaid bills. Does include an allowance for interest on temporary loans as well as \$7,000 for insurance and other miscellaneous items.

k - 1960 debt service includes payment of interest and principal on bond issue of 1960 as well as issues of 1950, 1952, 1953, 1956. No new bond issues are included in this projection.

Source: Pittsburgh Regional Planning Association, A Master Plan for the Borough of White Oak, 1960, pp. 155-56.

Some idea of the magnitude of future capital expenditures (as well as the costs of other governmental services) can be reasonably ascertained by developing future estimates of capital needs that are based on basic planning studies of population, land use, density, and level of services. Although the techniques and study methods have been developed with new suburban areas in mind, the fundamental concepts that have been developed are equally valid for estimating the costs of improvements in developed areas as well. Perhaps the two "classic" studies are W. Isard and R. E. Coughlin's Municipal Costs and Revenues Resulting From Community Growth (Chandler-Davis, 1957), and W. L. C. Wheaton and M. J. Schussheim's The Cost of Municipal Services in Residential Areas (Wash. D. C.: GPO, 1955). Other studies are cited in ASPO Planning Advisory Service Information Report No. 114, Annexation Studies (September 1958). The techniques used in these various studies will not be discussed here since they are easily obtainable. However, it should be emphasized that their usefulness is not limited to annexation studies.

Estimating the costs of proposed capital improvements that are proposed in the comprehensive plan is a difficult task, but it is not impossible and is necessary if comprehensive plans are to be meaningful in a financial, if not realistic, context. Examples for the smaller city can be found in the comprehensive plans prepared for various communities by the Pittsburgh Regional Planning Association, and for the large city in the new comprehensive plan for the city of Philadelphia.

Fiscal Policies

The information gathered in the course of the financial analysis is undoubtedly of great use to the planner when he is proposing either capital improvements or analyzing the capital improvement program. However, the basic information only can serve as a very rough guide to action. If the planner leaps into capital programming with only raw financial data to guide him, he runs the risk that recommendations will be ignored if they do not coincide with implicit opinions concerning fiscal policy that are held by either the chief executive or the legislative body. Consequently, a clear, explicit and definite series of policy statements should be developed as guides in capital programming.

Policy statements should try to outline the policy of local government concerning the following illustrative points:

1. Amount of funds that can be expended annually for capital improvements.
2. Annual amounts that shall be financed from General Funds or through borrowing.
3. The terms and conditions under which self-liquidating capital improvements shall be undertaken.
4. The terms and conditions under which the City should accept outside assistance for the financing of improvements (for example, State Aid and Federal Aid).
5. The types and maturities of bonds to be issued by the City for the financing of capital improvements.
6. The feasibility of earmarking year-end surpluses of money for capital improvements.

Since these types of policy questions are only meant to be illustrative, a number of specific policy statements perhaps could show how they may work in practice. For example, the formulation of Philadelphia's 1961-1966 capital program was guided by the following major points of fiscal policy:¹⁰

1. Project analysis--There is a clear separation of between self-supporting and tax-supported public works. All projects financed by self-supported loans must clearly demonstrate ability to produce sufficient revenue to repay their cost. There is careful analysis of proposed projects as to justification, scheduling, cost estimates and the effect on the operating budget.

2. Limited borrowing--New tax-supported loans plus "pay-as-you-go" capital financing may not exceed \$25 million in any one year of the six-year capital program.

3. Pay-as-you-go financing--In the 1961-1966 Capital Program, ten per cent of the cost of all tax-supported projects will be paid for out of current operating funds. For sewerage and waterworks projects "pay-as-you-go" financing is scheduled at \$775,000 and \$675,000, respectively, for each year of the program. These amounts represent an increase of \$50,000 each year over the previous program. The parking program for outside center city is financed by an annual appropriation of \$500,000 from current general funds.

4. Ceiling on annual debt service charges--Annual debt service charges payable from the General Fund are not to exceed 20 per cent of the total General Fund revenues (currently 14 per cent). This ceiling on annual debt service charges is in accordance with recognized finance principles. A proper relationship to the operating budget is likewise essential.

5. Limited bond life--Bond issues are of the serial type and general obligations of the City. The self-sustaining Water and Sewer bond issues have a maximum maturity of thirty years. Tax-supported loans mature within twenty-five years.

6. Borrowing reserve--A borrowing power reserve is to be maintained to meet emergencies.

7. Outstanding debt--The outstanding debt of the City will be leveled off and reduced at the earliest possible date. Capital expenditures under the six-year improvement program are carefully scheduled to insure a reasonable outstanding debt structure in relationship to the community's economic base, valuation of assessable property and ability to pay.

A similar list of policy statements, although perhaps less extensive, is found in the capital program for Fairfax County, Virginia.¹¹ These statements are referred to in the report as "rules of financing capital improvements." The four basic rules are:

1. Capital improvements and debt service costs should equal about 20 per cent of the total budget.

2. Debt service costs should not exceed 25 per cent of the total budget.

3. At least 20 per cent of capital improvements should be financed from current revenues.

4. At least 25 per cent of debt principal should be scheduled for retirement within the current and succeeding four years.

Financial Framework for Capital Programming

In summary, financial analysis and planning is needed for intelligent capital improvement programming. The three basic elements that need to be clearly understood include: first, the relationship between the revenue program (based upon the economic vitality of the community) and the operating budget (based upon a program of public services) with the resulting cash funds available to pay cash in whole or part for capital improvements or to meet the obligations of debt service; second, the debt structure of the community and its ability to incur new debt; and third, policy statements dealing with revenues, operating expenditures, capital improvements, bonds, and the relationships among and between them.

CAPITAL PROGRAMMING PROCEDURES

Role of the Planning Agency

The professional planning staff, if the locality has one, functions as a reviewing, coordinating, and recommending agency. In some respects, the planning agency acts as a clearing house for projects and interjects judgments that it is uniquely qualified to render.

In localities where the programming of improvements is optional, and not required by law, the planning commission may be guided by these considerations:

1. Effective compilation of proposed improvements necessitates active relationships and cooperation with operating departments, the chief executive, the legislative body, and the public at large. Thus, the planning agency can become an integral part of local government, rather than an often ignored appendage.
2. The planning commission may discourage proposals for expenditures that would not be in harmony with the comprehensive plan of the community.
3. The capital improvement program is tangible evidence of the work of the planning agency that is forcibly presented to the executive, the legislative body, and the public.
4. The translation of the over-all goals for a community into the physical facilities proposed for that community is essential for effective planning to succeed.

The planning agency can utilize the capital improvement program as a major means of effectuating the plan for the community. At the same time, the community plan should be the guide for the acceptance or rejection of proposed capital improvements.

Thus, although the compilation of projects proposed by operating departments is of extreme value to the community, the planning agency can perform an even more important function. The planning agency can either have the responsibility for arranging capital improvements in order of priority, or can point out the implications to the development of the community as a whole so that the appro-

private authority can make a more intelligent decision. In either case, the legislative body has the responsibility of decision-making in the final analysis.

General Procedure

The following steps, assuming legislative authorization, are generally followed in communities undertaking capital improvement programs. It is also assumed that the planning agency has accepted primary responsibility for the preparation of the program.

1. Public statement by executive officer--governor, mayor, city manager--that all operating departments are to submit proposed capital improvement projects to the planning agency. Usually, the date when these projects will be considered by the executive and legislative bodies is specified. The statement may also include any fiscal or general capital improvement policy statements. The executive officer might also invite proposals from citizens' organizations.
2. The finance office or officer undertakes an analysis of the financial status, and existing and potential resources of the community. At a later date, the planning agency may work with the finance agency in assessing the amount of funds that will be available to the community and what proportion will be available for capital improvements.
3. The planning agency takes the initiative in making contacts with the operating departments and requests that proposals for improvements be set forth according to certain standard procedures. The planning agency supplies the forms on which the proposals should be reported, and should also furnish a written set of instructions on the methods to be followed in filling the forms.
4. The planning agency may work with the operating departments in advising on the desirability of projects before they are formally submitted. The extent of such cooperative endeavors will be dependent upon the type of relationships established between the planning agency and the operating departments, and the time and staff resources of the planning agency.
5. After the operating departments formally submit their proposals, the planning agency should review these proposals and all assembled data in light of the development plan and policies of the community, as well as in the light of the financial prospects of the community. Any proposals from the planning agency and citizens' groups should also be reviewed, as well as taking into consideration the impact of the improvements that will be built by other governmental units in the area.
6. The planning agency should take the initiative in discussing the proposals with the operating departments, special intragovernmental committees, and interested citizens' organizations in order to clarify and redefine proposals if necessary. If the planning agency recommends omitting or postponing a project, reasons should be clearly stated.
7. The program, together with the pertinent data and planning agency recommendations, should be presented to the executive officer. After his review of the material, it should be formalized in published form.

8. The program should be submitted to the legislative body, together with the executive officer's budget message or report.

9. There should be public hearings and an opportunity for public review. Copies of the capital program report should be available to all interested citizens and civic groups, in addition to being distributed to legislators and operating departments.

10. After legislative action in adopting or rejecting proposals for capital improvements, funds must still be made available. (In rare cases, such as in Philadelphia, the capital budget and appropriation authorizations are combined.) Although a capital budget is adopted, there is another opportunity for reviewing the proposals at the time of appropriation of funds or voting for bond issues. Even after appropriations have been made, changes may still be made prior to construction.

Liaison with Departments

The planning agency will want to establish certain procedures for requesting information from operating departments, and for the cooperative working out of the capital program. As soon as the planning agency has been given responsibility for the program's preparation, a set of forms should be devised for use by the operating departments in reporting proposed projects. The planning agency should also prepare a written statement on the meaning of the program, instructions on completing the forms, and such information as the date of submittal, number of copies to be returned, and any other pertinent guides to complete an accurate reporting of proposed projects. The instructions should go into detail on each question of the form. For example, when asking information on estimated construction costs, the instructions may specify that the estimate should be one furnished by independent bids or estimates of the department; or the form would include a question to identify the person who made the estimates.

The planning agency should invite the operating departments to discuss proposals at any time with a designated member of the planning staff, and should indicate that a member of the planning staff will review with the operating department staff the proposals after they have been formally submitted. The planning agency should frequently stress its willingness to make available pertinent data, advise on the relationship between projects from different departments, and also show the relationships between suggested projects and the comprehensive plan. The planning agency should strive to be in a position whereby it is consulted when projects are in the idea stage and in generalized form prior to the development of detailed plans. It should also have the confidence of the operating departments that would enable it to originate suggestions for capital improvements which could be incorporated into the programs of the operating departments.

Preferably, the planning agency will establish relationships with the governmental agencies that are outside the municipal government. For example, there may be a school district with separate bonding power, separate park or sewage disposal districts with similar independent powers, and a number of health and welfare agencies, hospitals, and universities as well. Both for the purpose of analysis and for general public information, it is most helpful to present a picture of the proposed capital improvements for the urban area as a whole.

Project Information Submitted to Planning Agency

The planning agency needs certain information on each proposed project before it can analyze the type and importance of the project in comparison to other proposals. This information comes from the departments on standard forms (a few forms are reproduced in the Appendix). The amount of information requested from the departments should be related to both the habits of the community officials and the usefulness of the data to the planning agency. The agency should not seek information it does not intend to use or that, because of limited staff time, it cannot tabulate and analyze. A check list in the Appendix is suggested for use by the planning agency in formulating its standard form for departmental reporting.

The Capital Improvement Program Report

One of the major tasks of the planning agency, after gathering the data and making recommendations on the relative importance of the projects, is to make the information available to the legislative and executive bodies, as well as to interested citizens. All the information that was gathered from the departments need not be presented in detail in the report, although some of the written descriptions of the projects may be incorporated in the text. The report will generally consist of four parts: (1) the over-all summary of proposed projects, compared to the sources of financing, (2) a description of the methodology followed in preparing the program, (3) the descriptive analysis of types of facilities proposed, together with photographs or sketches, and (4) the detailed tables, listing each project and the decisions made on these projects.

Whenever possible, the reasons for including proposed projects should be indicated along with reasons on why they received a particular priority. This should be done regardless of whether the planning agency or operating department assigned the priorities.

The nature, format and length of the report will vary with the size of the city, number of projects, staff qualifications and time available, and the amount of money allotted for publication. Following are some suggestions on what data should be presented and how to do so. These may be combined in differing fashion covering various periods of time.

1. Proposed projects should be mapped. This may be done on a series of maps, one showing proposed street improvements, the next showing park and playground improvements, etc., or it may be done on a composite map showing all improvements in the city. If this is done, projects should be differentiated by symbols or colors. Mapping as an aid to preliminary analysis has considerable value in the study of the concentration or dispersal of improvements, in pointing up duplications or gaps in proposals, and in revealing glaring inconsistencies or negation of purposes of the projects. Mapping is also a good tool for public relations.
2. The six-year program should be tabulated by departments and year of scheduling. Each project within each department should then be tabulated on more detailed tables. Information in the table should include total cost of the project, allocation of cost in each year of the capital program, and any amount that must be spent after the capital program period.

3. A summary of all projects in the capital budget (first year of capital program).
4. Tabular presentation of projects by status: recommended, under contract, in progress, completed.
5. Presentation of projects by source of funds. This could be done by distinguishing among assured funds, expected funds, and uncertain funds. Or in more detail by distinguishing, for example, among special assessments, federal funds, state funds, bond issues, etc.
6. Comparison between number of projects recommended last year and estimated costs, to the number of projects actually constructed and actual costs.
7. Tabular listing of projects not included in present program. Possible future action to be taken.
8. Tabular and graphic comparison of proposed program and improvements called for by the comprehensive plan.
9. Graph of total income and expenditures of city for past years and future estimates.
10. Comparison of request for capital improvements to funds for operating departments, by departments.
11. Graph of outstanding bonds to date of liquidation and effect of new issues on debt capacity.

THE PROBLEM OF PRIORITIES

The most difficult problem in capital improvement programming is that of establishing priorities for the various improvements which have been proposed. How does one determine within a limited budget which is more important--a new bridge, a new sewage-treatment plant, an addition to city hall, or a new swimming pool? Theoretically, from the planner's point of view, proposed improvements should be evaluated to determine if they are in conformance with the comprehensive plan. Thus, each project would be viewed in terms of its location, size, service provided, relationship to its service area, effect on surrounding land uses, effect on transportation facilities, effect on density patterns, conformity to standards contained in the plan, relationship to planning policy, and conformity to the community's goals. However, the plan is often of limited usefulness as a strong guide. More often than not, the plan is of a very general nature and cannot provide hard and fast guides to decisions. Since few plans ever are carried to the point of tracing many of the financial implications of their recommendations, their usefulness in the stark world of municipal finance can be severely curtailed. In addition, many communities do not have a comprehensive plan, some plans are woefully out of date, and others are still in preparation. Thus, there must be standards for evaluation in addition to that of agreement with the comprehensive plan.

The basic decisions that must be made in determining priorities are:

1. Which projects will be included in the six-year program?
2. Which projects will be included in the first year?
3. What proportion of funds will be spent in various functional categories in both capital program (six years) and capital budget (first year)?

Some authorities on capital programming suggest that it is first necessary to make decisions concerning priorities within a specific function, and then make decisions on the relative merits among the functions. This procedure would emphasize departmental planning with resulting priorities, with the planning agency being primarily a synthesizer. Thus, many small plans are combined to create a large plan. Another approach emphasizes broad goals, such as determining the total amount that will be spent on capital improvements, as well as the relative proportion that will be spent in each functional category. The projects are then apportioned within each functional group with direct comparison between individual departmental requests at a minimum.¹² Actually, each of these approaches are abstract outlines of points of view that must be integrated into a single, although admittedly complex, state of mind when approaching the programming process. Thus, departments must set priorities within their own area of interest. An over-all and functional financial framework must be tentatively worked out. The planning agency must examine and perhaps alter departmental priorities with a view toward both internal and total program consistency within the tentative financial framework. The agency then may suggest changes that are necessary. In addition, although the planning agency wants to avoid comparing projects from different functional groups, it still may be necessary to compare the relative merits of a street widening and a playground. In the end, a program will emerge. However, the planning agency should strive for a systematic method in which to work since more intelligent decisions may result, and unnecessary frustration can be avoided. Whatever method is used, the planner should use it as a guide, not as a substitute for decision-making.

Criteria for Establishing Priorities

Various criteria for establishing priorities for capital improvements have been proposed. These usually have been in a generalized fashion and tend to emphasize intangible values. For example, the National Resources Planning Board suggested the following:¹³

1. Protection of life.
2. Maintenance of public health.
3. Protection of property.
4. Conservation of resources.
5. Maintenance of physical property.
6. Provision of public services.
7. Replacement of obsolete facilities.
8. Reduction of operating costs.
9. Public convenience and comfort.
10. Recreational value.
11. Economic value.
12. Social, cultural and aesthetic value.
13. Promotional value through effect on future development.
14. Relative value with respect to other services.

Earlier (in 1935), the Michigan State Planning Commission listed the following factors to be considered in determining the priority of projects:

1. Employment situation.
2. Extent of development of local natural resources.
3. Portion of project beneficial in direct employment.
4. The financial stability of the local government unit.
5. The financial setup of the project (as to self-liquidating features).
6. The suitability of the project as to its local environments.
7. Other considerations of geographic and economic factors.
8. The local preparedness for the project, such as ownership of sites, development of plans, etc.
9. Public safety.
10. Social desirability.
11. Injurious economic competition.
12. Length of time involved in project, and ability to taper off at the end.
13. Divisibility of project into jobs manageable by small building interests.

A shorter, more recent list of items to be considered appears in Municipal Finance Administration:¹⁴

1. What is the relationship of the project to the welfare and progress of the entire city?
2. How many citizens will be helped by it and how many citizens will be harmed or inconvenienced if the project is not constructed?
3. Will it replace a present outworn service or structure or is it a new venture?
4. Will its construction add to the city's operation and maintenance budget or will the project be largely self-supporting?
5. Will it add to the value of the area and thereby increase the valuation of city property?
6. Is its estimated cost within the city's ability to pay?

A recent federal publication, Planning for Public Works,¹⁵ emphasizes three main factors in priority scheduling. They are: (1) relative deviation from standards, (2) essentiality of service, and (3) time of need.

Under the first item, it is first necessary to develop standards of service that the community wishes to meet. For example, it may be decided that no child should be required to walk more than one-half mile to an elementary school, or that a playground should be within walking distance of 15,000 people. After the standard is established, proposed improvements are measured against it to determine which phase or program of the municipal government is most in need of improvement. Thus,

Everything else being equal, within any single functional field, the segment of need showing the greatest deviation from the established standard should receive the first priority. Among functional fields, that field which is farthest behind in meeting its standards--everything else being equal again--has the highest relative urgency.¹⁶

There is, of course, the problem of using standards that are partially based on serious studies, and partially based on the folk wisdom of the planning profession. Using standards that are based more on intuition than on careful analysis of needs may make this particular method appear far more "scientific" than it really is. (The problem is ably discussed in Planning Municipal Investment,¹⁷ the first book-length study of capital improvement programming to appear. The work deals with Philadelphia and is perhaps "must" reading for anyone seriously interested in capital programming.)

Measuring deviation from standards may be an adequate technique within a given area of service. However, to make comparisons between different areas of service (e.g., parks vs. highways), the concept of "essentiality of service" is introduced. A decision must be made about how essential one function is in comparison with another.

For example, a community may face this situation: It has a school building condemned as dangerous for occupancy. Its filtration plant is outmoded and cannot deliver safe water in sufficient quantity. Its hospital is too small; it could use a new city hall; and some of its streets are unpaved. And, it has no golf course.

Using only the index of deviation of standards, the first project to be built would be the golf course since the deviation is 100%. Obviously the golf course will not be and should not be the first new facility....

...The weights attached to gauge relative essentiality among services are not often capable of exact measurement--at least not in the way in which functional standards are determined. Some services are obvious prerequisites if the community is to survive. Others help in supporting essential service but are not in themselves critical. Still others provide the amenities of life, and while desirable, they are not essential.¹⁸

The time of need is brought into the picture to round out this system of priority determination.

Functions with low deviations at the present may face growth situations which will cause them to fall behind in the very near future, and those with high deviations now may face a stable demand. To equalize deviation over the entire period, all services should be brought along at about the same rate. Generally speaking, backlogs and current needs will still be given precedence in developing a list of relative urgencies. Exceptions become necessary, however, when the time factor is considered and the function facing the greatest demand in the immediate future may take precedence over that with the largest actual deviation.¹⁹

Some attention has been given to mathematical formulas as a method of determining priorities. Usually these are limited to establishing the relative importance of projects within the same functional group. For example, in developing a proposed capital improvement program for Arlington County, Virginia, a scoring system was used in determining priorities within three functional groups: neighborhood and collector streets, storm sewers, and sidewalks.²⁰

Street priorities were based on actual use. In each case, a priority score

was established by dividing the 24-hour traffic volume flow by the width of the pavement. Scores varied from a high of 111 to a low of 11. Similarly, priorities for sidewalks were based upon the relative exposure of pedestrians to traffic. Pedestrian and traffic counts were made over a period of time for each project. Scores were developed by multiplying the number of pedestrians by the average number of vehicle exposures per pedestrian. These scores ranged from a high of 1,186 to a low of 26.

In addition to comparing projects with the sewer plan, Arlington County's storm sewer priorities were developed by using the following scoring system:²¹

CONSIDERATION	WEIGHT PERCENTAGE	SCORE RANGE
Hazard to Human Life	20	0-20
Property Damage Hazard	20	0-20
Time--Construction--Economy	15	0-15
Technical Considerations	10	0-10
Nuisance Aspects	10	0-10
Reclamation Benefits	10	0-10
Intangible Factors	10	0-10
Neighborhood Equity	5	5-5

Other types of devices to determine priorities more accurately and objectively include economic analysis (goal is to achieve economic efficiency), rate-of-return analysis, cost-benefit analysis, and cost of public funds analysis. However, these techniques are too complex to discuss in a report of this length. In addition, most of them are still in experimental stages, deal almost exclusively with economic factors at the expense of equally important noneconomic factors, need significant amounts of data in order to be applied, require highly skilled professionals to conduct them, and are as yet quite limited in their usefulness to the capital programming process as a whole.

The average planning staff is advised to approach such techniques with great caution since the time invested in such a process may not necessarily result in better choices of improvements to include in the program. Satisfactory results can still be achieved by using some of the more traditional and more simple methods of determining priorities. Many cities still rely on a simple system similar in many respects to the following categories of relative priorities:²²

Essential

(highest priority)

Projects which are required to complete or make fully usable a major public improvement; projects which would remedy a condition dangerous to the health, welfare and safety of the public; projects which would provide facilities for a critically needed community program.

Desirable

(2nd priority)

Projects which would benefit the community; projects which are considered proper for a large progressive community in competition with other cities; projects whose vali-

dity of planning and timing have been established.

Acceptable

(3rd priority)

Projects which are adequately planned, but not absolutely required by the community if budget reductions are necessary.

Deferable

(lowest priority)

Projects which are definitely recommended for postponement or elimination from the Capital Budget or Capital Program since they pose serious questions of community need, adequate planning or proper timing.

As can be readily observed, most of the criteria that have been mentioned describe "intangible" community goals, and are not subject to precise measurement. However, by setting forth even these very generalized criteria, the planning agency and the community may better assess the relative success of each proposed project in attaining these goals.

Since there is at present a lack of scientific methods of weighing and comparing various intangibles, perhaps the main role of the planning agency is that of pointing out the implications of alternative projects to the executive and legislative bodies. These groups are bound in the last analysis by the "standard" of the public official: will the proposed improvements be acceptable to the voters of the community?

When pointing out the implications of various proposed projects, the planning agency might approach this problem on the basis of what the community needs most to achieve its economic, social and cultural function. If the community needs to protect its economic base and needs to make itself more attractive to industry, what improvements would be of most value to industry? For example, if the highway department proposes a new thoroughfare and the water department says that a primary requirement is a new pumping station, the planning agency may point out that the priorities of these projects will be dependent upon the needs and requirements of industry. The planner should indicate whether additional transportation facilities or a more adequate water supply is most important to existing, expanding or new industries. The relative impact of each improvement would be assessed and an appropriate recommendation would be made. As another example, if both a new police station and new swimming pool are proposed, the planning agency can raise the following types of questions: What types of crime and delinquency are prevalent in the community? Is a large source originating from the teen-age and juvenile groups? If so, would positive means of providing alternatives to crime, i.e., recreation, be more desirable than protective measures such as the police station? If positive incentives to recreation are desired, would the swimming pool draw a larger number of people than an alternate type of facility such as a gymnasium? These are simplified examples of ways the planning can be of assistance to the legislative and executive bodies in decision-making.

In concluding this discussion of determining priorities, it must be emphasized that no written or mathematical formula can be substituted for human judgment.

In the final analysis, the planner must exercise his best professional judgment, while at the same time realizing that in government "...the actual choice and establishment of final priorities are still accompanied by the political process of compromise, a give-and-take between all groups concerned." 23

LEGAL AUTHORITY OF CAPITAL IMPROVEMENT PROGRAMMING

The planning agency, although it may be empowered to prepare the capital improvement program, and although it may have the authority to determine what may be included in that program, does not have the final decision on capital improvements for the community. This power is shared in varying degrees by the legislative body and the chief executive. However, the degree to which the planning agency shares responsibility for the program's preparation, and the degree to which the planning agency's recommendations must be adhered to, varies considerably. The following extracts from local charters and legislation illustrate these differences:

DENVER (Ordinance No. 391)

-9- CAPITAL IMPROVEMENTS BUDGET COMMITTEE.

-9-.1 Establishment. There is hereby established a committee which shall be known as the Capital Improvements Budget Committee, hereinafter in this section referred to as the "committee."

-9-.2 Membership: Appointment. The committee shall consist of twenty-three members, each of whom shall be a qualified elector and none of whom shall be an officer or employee of the City and County of Denver: eleven members thereof to be appointed by the Mayor, three members thereof to be appointed by the Chairman of the Planning Board of the City and County of Denver from the membership of said Board, and one member thereof shall be appointed by each member of the Board of Councilmen from among the qualified electors residing in the councilman's district from which he is elected.

-9-.7 Procedure. . . . The committee shall meet no less than twice monthly from April 1 to September 1 of each year and the approved capital program and budget shall be submitted to the Mayor in accordance with the budget calendar.

-9-.8 Powers and Duties. The committee shall have the following powers and duties to-wit:

-9-.8 (1). The committee shall be responsible for receipt, evaluation, approval, disapproval or modification of the requests for capital improvement and capital assets as submitted annually by the Planning office after that agency has coordinated the physical planning of projects within the text of the comprehensive plan, and reported formally to the Capital Improvements Budget Committee.

-9-.8 (2). Evaluation, approval, disapproval or modification of any project shall be, insofar as possible, premised upon the comprehensive plan, or parts thereof, as amended from time to time, of the City and County of Denver. Each agency or department, whose requests have been disapproved or modified, shall be permitted to be heard before the committee for reconsideration.

-9-.8 (3). The committee shall recommend to the Mayor those capital improvements and capital assets which should be considered in the ensuing six-year period, and those which should be deferred beyond.

-9-.8 (4). The committee shall also recommend to the Mayor those capital improvements and capital assets which should be considered in the next ensuing fiscal year.

-9-.8 (5). The committee shall also recommend to the Mayor a method to finance the approved capital program; minority reports, if any, shall be included.

-9-.8 (6). The committee shall review the approved capital program and shall report annually to the Mayor and council on the progress of such program.

OMAHA (Charter Provision)

SECTION 7.07 CAPITAL IMPROVEMENT PROGRAMMING: Each department or agency annually, on or before a date which the Mayor shall establish, shall submit to the Planning Director a schedule of all capital improvements which it recommends be undertaken in any of the six succeeding years. The Planning Director shall examine each project for conformity with the master plan and shall prepare and submit for Planning Board approval a consolidated schedule of the projects proposed by the departments showing the character and degree of conformity or non-conformity of each project as it relates to the master plan. Not later than ninety days prior to the date of certifying the tax levy, the Planning Department shall submit the consolidated schedule of projects to a Capital Improvement Priority Committee composed of the Mayor as chairman, the City Attorney, the Finance Director, the Planning Director, and the Public Works Director. The Capital Improvement Priority Committee shall formulate and recommend a six-year capital improvement program showing exactly which projects should receive appropriations in each of the six succeeding years. As a part of his annual budget, the Mayor shall after consideration of the capital improvement program, submit to the Council his recommendations with respect to the capital budget for the ensuing year. The Council shall not appropriate in any budget or during any budget year any money for any capital improvement project which has not been referred to and reported on by the Planning Department as to conformity to the master plan. If the department fails to render any such report within thirty days, or within such longer period as may be granted by the Council, the approval of the department may be presumed by the Council.

NEW YORK (Charter, Chapter 9)

Report of comptroller

212. Not later than the fifteenth day of August in each year, the comptroller shall submit to the board of estimate, to the council, to the city planning commission and to the director of the budget, a report which shall be published forthwith in the City Record, setting forth the amount and nature of all obligations authorized on

account of each pending capital project, the liabilities incurred for each project outstanding on the first day of July and setting forth and commenting in detail upon the city's financial condition and advising as to the maximum amount and nature of debt which in his opinion the city may soundly incur for capital projects during each of the six succeeding calendar years, and containing such other information as may be required by the city planning commission or by law.

Departmental estimates for capital projects

213. On such date as the mayor may direct, but not later than the fifteenth day of August, the head of each agency shall submit to the city planning commission and the director of the budget a detailed estimate of all capital projects pending or which he believes should be undertaken within the six succeeding calendar years. Such estimates shall be known as departmental estimates for capital projects and shall be in such form and contain such information as may be required by the city planning commission, by the director of the budget or by law. Such departmental estimates shall be public records and shall at all reasonable times be open to public inspection....

Certificate of the mayor

215. Not later than the fifteenth day of September, the mayor shall submit to the city planning commission the report of the director of the budget, together with the mayor's certificate as to the maximum amount of debt which in his opinion the city may soundly incur for capital projects during the ensuing calendar year with his recommendations as to the capital projects to be included in the capital budget....

Proposed capital budget and program; submission

217. Not later than the first day of November, the city planning commission shall submit to the board of estimate, to the council, to the director of the budget and to the comptroller a proposed capital budget for all authorizations recommended to be adopted for the ensuing calendar year the aggregate amount of which shall not exceed the amount specified in the mayor's certificate, and a capital program for the five calendar years next succeeding such ensuing calendar year, both of which shall be published forthwith in the City Record.

Capital budget; adoption by board of estimate

221. Between the twenty-fifth day of November and the fourth day of December, both inclusive, the board of estimate shall adopt a capital budget for the ensuing calendar year. Should the board of estimate fail within such period of time to adopt such capital budget, it shall be deemed to have been adopted in the form submitted by the city planning commission.

The capital budget shall specify the capital projects which may be undertaken during the ensuing calendar year and shall fix the maximum amount of new obligations of the city which may be authorized during such year to be incurred on account of each such project and each pending project and the nature, terms and

maximum amount of the obligations which the comptroller may be authorized to issue for the liquidation of such liabilities.

The board of estimate may include in the capital budget any capital project which was included by the city planning commission in the capital program. It may, not less than fifteen days prior to the adoption of the capital budget, request the city planning commission to furnish, with respect to a project not included in the capital program, information similar to that included in said program with its recommendations. Such information shall be submitted within ten days and shall be published forthwith in the City Record. If the city planning commission recommends such project the board of estimate may include it in the capital budget. If the city planning commission does not recommend the project the board of estimate may include it only by a three-fourths vote. The board of estimate shall not adopt except by a three-fourths vote any capital budget pursuant to which obligations exceeding in the aggregate the amount stated in the mayor's certificate may be issued.

PHILADELPHIA (Charter)

Annual Operating Budget, Capital Program
and Capital Budget.

Section 6-105

The Director of Finance shall:

(d) Obtain annually from all officers, departments, boards and commissions and other agencies requesting funds from the City for capital improvements, such information as the City Planning Commission shall require to enable it to prepare the capital program and capital budget.

Capital Program and Budget.

Section 4-602

At least one hundred and twenty days before the end of the fiscal year, the City Planning Commission shall prepare and submit to the Mayor a recommended capital program for the six fiscal years next ensuing and a recommended capital budget for the ensuing fiscal year.

Expenditures for Certain Projects to be
included in Operating Budget.

Section 2-300

Expenditures for the repair of any property, for the regrading, repaving or repairing of streets, and for the acquisition of any property or for any work or project which does not have a probable useful life to the City of at least five years following the time the expenditure is made for it shall be deemed to be ordinary expenses to be provided for in the annual operating budget ordinance....

Finances.

Section 4-101

The Mayor shall:

(b) Submit to the Council not later than ninety days before the end of the fiscal year his operating budget message and a proposed annual operating budget ordinance for the ensuing fiscal year....

(d) At the same time that he submits to the Council the proposed operating budget for the ensuing fiscal year, also submit to the Council the recommended capital program and the recommended capital budget as received from the City Planning Commission to the extent approved by the Mayor.

The Capital Program and Capital Budget.

Section 2-303

(1) Prior to the passage of the annual operating budget ordinance, the Council shall adopt a capital program and a capital budget.

(2) The capital program shall embrace all physical public improvements and any preliminary studies and surveys relative thereto, and acquisition of property of a permanent nature, and the purchase of equipment for any public improvement when first erected or acquired that are to be financed in whole or in part from funds subject to control or appropriation by the Council. It shall show the capital expenditures which are planned for each of the six ensuing fiscal years. For each separate purpose, project, facility or other property there shall be shown the amount, if any, and the source of the money that has been spent, encumbered, or is intended to be spent or encumbered prior to the beginning of the ensuing fiscal year and also the amounts and the sources of the money that are intended to be spent during each of the ensuing six years.

The Council may delete projects from the capital program as submitted to it, but it shall not otherwise amend the capital program until it has requested through the Mayor the recommendations of the City Planning Commission. The Council shall not be bound by such recommendations and may act without them if they are not received within thirty days from the date they were requested.

(3) The capital budget ordinance shall show in detail the capital expenditures intended to be made or incurred in the ensuing fiscal year that are to be financed from funds subject to control or appropriation by the Council, and shall be in full conformity with that part of the capital program applicable to the year which it covers. Amounts specified as intended to be spent out of new appropriations shall, upon enactment of the capital budget ordinance, constitute appropriations of such amounts.

The Council may amend the capital budget ordinance but no amendment shall be valid which does not conform to the capital program.

The City Planning Commission shall make recommendations, to be transmitted to the Council through the Mayor, on all bills originating in the Council which shall in any manner affect any zoning ordinance, the Physical Development Plan of the City, or the capital program, or which would authorize the acquisition or sale of City real estate. Unless such recommendations are received by the Council within thirty days from the date any such bill shall have been introduced, the approval of the Commission shall be presumed.

How Strong Should Provisions Be for Capital Programming?

Relatively long experience with both capital programming and legal provisions relating to the process is absent in the majority of cities. Perhaps the only emphatic conclusion which can be reached is that the process is important enough to warrant having mandatory provisions that require a recommended program be prepared within the administrative branch to be submitted to the legislative body at least as an advisory document. Whether the planning agency should be primarily responsible for its preparation is less important than the provision that the planning agency have considerable influence in the recommendations themselves--especially concerning relationships between the program and the comprehensive plan.

The question of the relative flexibility or rigidity of procedures must remain unanswered. On one hand, the responsibility for specific tasks must be clearly understood if the tasks are to be done well and on time. On the other hand, a mandatory provision requiring one official to report to another may be a poor substitute for genuine cooperation between local officials whose responsibilities, powers and influence are often blurred or conflicting.

Finally, whether or not the legislative body adopts the capital program and capital budget with or without the concomitant appropriation of funds for projects in the capital budget, as is done in Philadelphia, depends on how serious the legislative body is about capital programming and budgeting. Freedom of action in the appropriation of public monies is a legislative prerogative that is jealously guarded--and rightfully so in our form of government. If planners feel that capital programming is "good," then one must also add the cliché that one cannot legislate morality. Perhaps the degree to which legislators will encompass or limit their own area of activity depends upon planners making the kind of recommendations that reflect objectivity, careful thought and professional competence.

FOOTNOTES

1. Municipal Year Book, 1957 (Chicago: International City Managers' Association, 1957), p. 275.
2. Roy Baker Patton, "Capital Improvement Programming for Oklahoma Cities" (unpublished Master's thesis, Graduate College, University of Oklahoma, 1959), pp. 5-9.
3. Compare Local Planning Administration (Chicago: International City Managers' Association, 1959), pp. 371-72; Municipal Finance Administration (Chicago: International City Managers' Association, 1955), pp. 339-340; Recommended Capital Improvement Program, 1962-1967 (Baltimore: Planning Commission, 1961), pp. 9, 11; Capital Program, 1961-1966 (Philadelphia: City Planning Commission, 1960); and other capital improvement programs published by official agencies.
4. Public Works Committee, Long-Range Programming of Municipal Public Works (Washington, D. C.: National Resources Planning Board, 1941), p. 7.
5. Municipal Finance Administration (Chicago: International City Managers' Association, 1955), pp. 363-64.
6. Ibid., p. 364.
7. American Society of Planning Officials, Planning 1954 (Chicago, 1954), p. 94.
8. Municipal Finance Administration, op. cit., p. 341.
9. Recommended Capital Improvement Program, 1962-1967 (Baltimore: Planning Commission, 1961), p. 8.
10. Capital Program, 1961-1966 (Philadelphia: City Planning Commission, 1960), p. 33.
11. A Plan For Orderly Growth: Fairfax County, 1963-1972 (Fairfax County, Virginia: Board of County Supervisors, 1961), pp. 11, 13, 15, 17.
12. Robert E. Coughlin, "The Capital Programming Problem," Journal of the American Institute of Planners, Vol. XXVI, No. 1, February, 1960, pp. 39-48.
13. Public Works Committee, op. cit., p. 27.
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APPENDIX A

**CHECK LIST OF INFORMATION NEEDED BY
PLANNING AGENCY FROM DEPARTMENTS**

1. Name of project. (Most simply by a code designation, for example, street paving No. 1 or SP-1.)
2. Nature of improvement. (For example, is a street improvement a repaving or widening? Or, is the project a new construction, expansion, or reconstruction?)
3. Location of project. (An exact, rather than a general, description is needed. For example, not the widening of Washington Ave., but the widening of Washington Ave. between Fourth and Tenth Streets.)

4. Specification of project. (This should include pertinent material on the size, building type, kinds of facilities included, capacity, type of construction, etc.)
5. Reason why project is being submitted. (This should include a justification for the project, and also the need at this particular time.)
6. Priority of project. (Operating departments should indicate the relative importance of projects by assigning numbers or letters in sequence, or by such labels as "urgent," "important," "acceptable," and "deferable.")
7. Is project being submitted for the first time? Resubmitted without change? Resubmitted with modification? Is project a continuation of one already approved and underway?
8. Status of plans.
 - a. Preliminary estimates only.
 - b. Surveys begun.
 - c. Surveys completed.
 - d. Work on plans not begun.
 - e. Sketch plans in preparation.
 - f. Sketch plans completed.
 - g. Detail plans in preparation.
 - h. Detail plans completed.
 - i. Detail plans and specifications completed.

(The planning agency may ask for a more generalized response, such as (1) preliminary plans, (2) detail plans in preparation, (3) detail plans and specifications completed.)

9. Has the land been acquired?
10. Is it expected that facilities must be expanded at a later date? If so, what facilities and why? Will there be room for expansion of facilities and why? Will there be room for expansion of facilities on the site?
11. Estimated cost of land. (If land has been acquired, total cost of land.)
12. Estimated cost of engineering drawings. Has this been spent?
13. Estimated cost of supervision.
14. Estimated cost of materials.
15. Estimated cost of construction labor.
16. Estimated cost of total project.
17. When could construction begin? (If started, signify date when started.)
18. What is the anticipated completion date?
19. Estimated cost of project by each program year. Any cost beyond program period?

20. Estimated life of the project.
21. Estimated annual cost of operation and maintenance. (Give breakdown of costs if they will appreciably change over a period of time.)
22. Will there be future expenditures for major equipment not included in project cost? If so, explain.
23. Will project be revenue-producing? If so, state estimated amount of revenue likely to be produced annually.
24. Can the operation and maintenance of this project be absorbed in the workload of existing personnel? If not, what expansion of personnel will be necessary? (For example, a new swimming pool might be constructed that would be kept in repair by existing maintenance crews, but would require two additional lifeguards and one washroom attendant, with a second attendant being transferred from another facility.) What will be the annual estimated cost of the new staff?
25. Will other facilities be abandoned or discontinued if this construction is carried out? (For example, a centralized municipal garage might be built in the expectation that individual repair facilities of existing department garages would be discontinued.)
26. Will this project affect other city departments? (For example, the location suggested for the library may now be owned by the park department.) If so, have these departments been consulted?
27. Do they approve of the proposed project?
28. Have any funds been appropriated or earmarked for this project? If so, how much and from what source?
29. Suggested means for financing project.
30. Name and title of person supplying information.

APPENDIX B

LETTER OF INSTRUCTIONS TO DEPARTMENTS

There are submitted herewith forms to be filled out by each department covering construction projects which are requested for the five-year program of capital improvements. These forms should be filled out and returned as promptly as possible, and should be in the hands of the city planning commission not later than February 15, 1961.

If improvements you recommend are contrary to the master plan or cover fields which are not included in the master plan, your request for capital funds should be accompanied by a recommendation to the planning commission that the master plan be changed or enlarged to include such indicated improvements. (Capital expenditures covering equipment are not part of the master plan.)

Estimates must be submitted on forms A and B. Four copies of each sheet are to be made. The original and two copies are to be delivered to the planning commission, and one copy is to be retained for the department file. Where space provided on the forms is not sufficient for a complete answer, please expand on a separate page.

Show, if possible, all projects on one map or on several maps of the city, with the following colors designating the proposed year of construction:

1960-1961 Black	1962-1963 Red	1964-1965 Yellow
1961-1962 Purple	1963-1964 Pink	

In filling out all these forms, please bear in mind the following definition of capital improvements: "Capital Improvements" (cost and priority estimates desired for this program) are construction projects for public improvements having a considerable life expectancy.

Description of Forms

Form A: This form is to be used for recording capital projects -- by which is meant all construction projects and their equipment, including purchases of land, major alternations and major repairs of existing buildings or grading and development of land. For a building construction project, include equipment and furniture, if required. (Do not record as a capital project ordinary repairs and maintenance.) "Date submitted" means the date the department returns the completed form to the city planning commission.

Each project described on a Form B should be listed on Form A. Please fill out all columns and add any remarks necessary in the final column.

Give each project a priority number. The major criteria for considering each project in order of relative importance are:

1. Protection of life
2. Maintenance of public health
3. Provision of public services, including convenience and comfort
4. Protection of property
5. Reduction in operating costs

Include in your department program only such projects as are, in your opinion, required during the next five years, entering the expenditure in the year in which it should be made.

Each project should have a project number in addition to the priority.

The column "later" should show the money needed for a project after the five year period shown, providing the project is begun or approved in prior periods or the project is to be begun within this period, and the financing will extend beyond June 30, 1965. "Prior" figures should be the sums of money that have already been made available for projects for which additional funds are required.

It is particularly important to fill in the column showing the additional an-

nual operating costs wherever a project will involve such items. These will constitute a continuing annual expense which may constitute a serious burden on the city and must be carefully considered. Any anticipated operating income should be entered for similar consideration. If a new project will involve a saving in operating and maintenance expenses, this should be indicated also, under "Remarks."

The proposed method of financing can be abbreviated as shown at the top of Form A, and the status of plans should be expressed in the numerical code, also shown at the top of the form.

Form B: This form is for recording the more detailed information as to costs and the supporting reasons for each project entered on Form A. Fill them out fully, but make the descriptions and supporting reasons as brief as possible. (See the instructions above concerning "project number.")

Question 3a should give the project name, and street address or approximate proposed location, or the fact that the site has not been chosen. Include, if possible, the size (length, square feet, etc.) and character of the structure or nature of improvement.

Attention is especially invited to the sections pertaining to purpose and need for the project. These data constitute the justifications for the project, and should be as brief as possible, but include such reasons or benefits as particular service to be rendered, the character of the area served, number of people, and value of property served. In other words, show what the project will mean for the citizens of the city.

Question 5, in addition to relation to any other specific project within the same department or a project by another department, should show what specific needed facilities or utilities (i.e. sewerage, water power, roads, sidewalks, etc.) have yet to be coordinated with this project. Also list other agencies, groups, or organizations (federal, state, or local) which are concerned or associated with the project.

Pictures, drawings, etc., of the project or of similar projects, should accompany Form B, on a loan basis if necessary.

Source: International City Managers' Association, Municipal Finance Administration, pp. 354-355.

Form A

ESTIMATES FOR FIVE-YEAR PROGRAM OF CAPITAL IMPROVEMENTS 1960-65

Recommended Financing

GR Gen. Revenue
 SC Service Chge.
 UR Utility Rev.
 GQB Gen. Obl. Bonds

FA Fed. Aid
 SA State Aid
 RB Rev. Bonds
 SR Spec. Reserves for Cap. Exp.
 WC Working Cap. or Rev. Fund

City of _____

Page ____ of ____

Summary Sheet of _____ Dept.

Division of _____ Date submitted _____

Status of Plans

0 Plans not needed
 1 Nothing done except
 this rept.
 2 Prelim. estimate rec'd.
 3 Surveys completed

4 Work on plans sched.
 5 Sketch plans in prep.
 6 Sketch plans compltd.
 7 Detail plans in prep.
 8 Detail plans and
 specifications

Prop- Prior Proj. No.	Name & Location of Project	Finance Method	Total Es- timated Cost	Total for 5 Years	Year In Which Expenditure is Needed							Addit. Annual Opr. Costs After Compl.	Status of Plans	Remarks (Benefits) & Reference to Master Plan
					1960-61	1961-62	1962-63	1963-64	1964-65	Prior	Later			
(Actual size of this form 8½ x 13 inches)														

**INDIVIDUAL PROJECT ESTIMATES FOR
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
July 1, 1960 - June 30, 1965**

Form B

City of _____	Project No. _____ Date _____ 19__
1. Department _____ 2. Division of _____	
3. Description of project - a. Name, physical descript., location - _____ b. Purpose - _____ c. Shown on map attached _____ (yes or no)	8. Income from project (Estimated annual direct and indirect) _____ 9. Estimated construction period - _____
4. Need for project (use sep. sheet if necessary) a. Why requested - _____ b. In Master Plan? _____ Page _____	10. Status of plans and specifications - (Place check mark opp. proper status) ____ 0 Plans not needed ____ 1 Nothing done except this report ____ 2 Preliminary estimate received ____ 3 Surveys completed ____ 4 Work on plans scheduled ____ 5 Sketch plans in preparation ____ 6 Sketch plans completed ____ 7 Detail plans in preparation ____ 8 Detail plans and specifications completed
5. Relation to other projects, where applicable - _____	11. Proposed manner of construction - (contract or day labor) _____
6. Estimated cost - A. Planning (totals a,b,c) _____ (a) Architects services _____ (b) Engineering _____ (c) Inspection _____ B. Land _____ (a) Site is secured _____ (b) To be secured _____ C. Construction (totals a, b) _____ (a) Labor _____ (b) Non-labor _____ D. Miscellaneous equipment (totals a,b,) _____ (a) Equip. _____ (b) Furniture _____ E. Other _____ TOTAL ESTIMATED COST _____ F. Cost prior to July 1, 1960 (included above) _____ ESTIMATED ADDITIONAL COST _____	12. Project expenditures by years - 1960-61 _____ 1962-63 _____ 1961-62 _____ 1963-64 _____ 1964-65 _____
7. Future burden resulting from project- _____ (a) Annual cost: maintenance, repair and operation _____ (b) Annual estim. cost of new staff required _____ (c) Future expend. for additional equip. not included in proj. cost _____	13. Priority rating - _____ 14. Year recommended for construction - _____ 15. Recommended financing: General Revenue GR _____ Service Charges SC _____ Utility Revenues UR _____ Gen. Obliga. Bonds GOB _____ Federal Aid FA _____ State Aid SA _____ Revenue Bonds RB _____ Special Reserves for Capital Expenditures SR _____ Working Capital or Revolving Fund WC _____ TOTAL _____
ENDORSEMENT (Questions 13, 14, 15 to be filled in by Dept. Heads)	

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FYE 2023 Budget Schedule:

1. FYE 2023-2028 Capital Budget & Program:

- a. **Wednesday, September 1, 2021** – Dept Heads, et al., last day to submit updated capital budget & program and related information to the Town Manager:
 - i. Capital project – Note that for each capital project a separate capital project request form needs to be completed that includes all information identified herein. Refer to the Capital Project Request form.
 - ii. Cost of capital project
 - iii. Source(s) of funding (e.g., property taxes, grant, designated funds, donation/fundraiser, borrowing, other identified source)
 - iv. Fiscal year of purchase of capital project
 - v. Identification of a new operational cost necessary related to the purchase of the capital project
 - vi. Justification for capital project:
 - 1. Description of the capital project
 - 2. Why the capital project is needed; why it needs to be purchased in the proposed fiscal year; is the capital project a never before purchased item (new); replacement of an existing item, or extension/expansion of an existing item
 - 3. Other information/documentation important in justifying the capital project’s expense:
 - a. Vendor bids/quotes/estimates
 - b. Life cycle cost information
 - c. Statutory or other regulatory requirement/recommendation or guideline
 - d. Identified as a priority need in a Town document or study (e.g., Town Plan, capacity study, RSMS, or other document that identifies need for such capital project)
 - e. Industry standard documentation
 - f. Other reasonable justification helping to justify the need for the capital project
- b. **Friday, September 17, 2021** – Selectboard Packet to include the recommended capital budget & program from the Town Manager for the Selectboard’s consideration.
- c. **Wednesday, September 22, 2021** – Presentation of capital budget & program to the Selectboard.
- d. **Wednesday, September 22, 2021 through Wednesday, November 17, 2021** – Selectboard’s consideration/discussion on the proposed capital budget and program.
- e. **Wednesday, November 17, 2021** – Recommended last date for Selectboard to adopt the capital budget & program (though there is no statutory or other requirement

FYE 2023 Budget Schedule (Cont...)

compelling the Selectboard to adopt the capital budget and program on this date, or any other date).¹

2. **FYE 2023 Operational Budget:**

- a. **Friday, October 1, 2021** – Dept. Heads, et al., last day to submit operational budget and related information to the Town Manager
 - i. Proposed budget line item cost - Note that for each proposed budget line item a separate completed budget request form needs to be completed including the information identified herein. Refer to attached Budget Request Form.
 - ii. General summary of what the budget line item funds.
 - iii. Itemized breakdown of what the budget line item will fund for the coming fiscal year, including cost trend information from previous fiscal year, according to the budget request form. Note that itemized costs should be as factual as possible rather than providing a guesstimate of cost or just a percentage increase from the current fiscal year. For example, a correctly filed out dues/meetings line item might indicate attendance at two workshops that regularly are attended. The two workshops should be listed with the best information of cost for each that you can gather, not just a “place marker” amount that you think would cover dues/meetings in general. Also, having mentioned “place marker”, there are several line items throughout the budget that a “place marker” amount is appropriate, but such place marker use should be used as a last resort for any particular budget line item proposal.
 - iv. Justification for the item(s) included in the budget line item. Examples of justification include:
 1. Department head written justification backed by department policy/procedure/standard.
 2. Vendor bids/estimates/quotes.
 3. Statutory and/or other regulatory requirement.
 4. Accepted industry standard or manufacturer/vendor guideline
 5. Life cycle cost.
 6. Other forms of justification (union/personnel policies, benefit provider known costs, amortization schedule, other reasonable justification that helps to understand the need for the proposed cost).
 - v. Proposed, previously budgeted, and actual (and estimated) costs for the respective line item according to the budget request form.
 - vi. Other information/documentation to help in justifying the line item proposal and its content.
- b. **Friday, October 1, 2021 through Wednesday, October 20, 2021** – Town Manager’s time to finalize the proposed budget for delivery to the Selectboard.

¹ If the Selectboard opts to adopt the capital budget & program pursuant to statute, the board needs to hold at least one public hearing (with at least 15 days’ minimum notice) and provide opportunity for the Planning Commission to offer insight on the proposed draft. At the closure of the final public hearing, the Selectboard may adopt the capital budget & program.

FYE 2023 Budget Schedule (Cont...)

- c. **Wednesday, October 20, 2021** – Town Manager “delivers” budget to the Selectboard for their review and consideration.
- d. **Wednesday, October 20, 2021 through January 12, 2022** – Selectboard’s period to review, consider, and finalize a proposed budget for voter consideration at the March 2, 2022 Town Meeting.
- e. **Wednesday, January 12, 2022** – Last day for the Selectboard to finalize the FYE 2022-23 proposed budget for voter approval at the March 2, 2022 Town Meeting. (A couple of extra days are built in to this deadline, but staff requires time before the actual deadline to prepare the budget for the Town Report, the Town Meeting Warning, etc.)

**Town of Norwich, VT
Budget Request Form
FYE 2023**

Department: <Name>

Date: <Date this sheet was completed>

Account/Title: <Line item account title>

Account #: 01-5-??????

Description of Activity:

<Provide a general description of the Account line item>

Detail (Sub-Line Item)	FYE 2019 Budget	FYE 2020 Budget	FYE 2021 Budget	FYE 2022 Budget	FYE 2023 Proposed
<Item 1>	\$ 259,300.00	\$ 267,912.00	\$ 272,935.30	\$ 284,145.00	\$ 298,387.00
<Item 2>	\$ 1,532.00	\$ 1,550.00	\$ 1,800.00	\$ 1,750.00	\$ 1,855.00
<Item 3>	\$ 59.00	\$ 61.00	\$ 63.00	\$ 65.00	\$ 67.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
<Insert Rows, As Appropriate>	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 260,891.00	\$ 269,523.00	\$ 274,798.30	\$ 285,960.00	\$ 300,309.00

Justification:

<For each sub-line item above, provide a written justification>

<Use additional sheets, if necessary, including cost estimates, etc.>

	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
BUDGET	\$ 260,891.00	\$ 269,523.00	\$ 274,798.30	\$ 285,960.00	Department \$ 300,309.00
ACTUAL	\$ 255,025.00	\$ 266,112.00	\$ 273,901.70	-----	Manager \$ 298,017.00
ESTIMATED	-----	-----	-----	\$ 286,750.00	Board \$ 295,000.00

**Town of Norwich, VT
Capital Budget Request Form
FYE 2023 - 2028**

Department: <Name>

Date: <Date this sheet was completed>

Account/Title: <Line item account title>

Description of Project:

<Provide a short, summary description of the project>

Life Cycle Information:

<Provide general description of the life of the project (e.g., years); use industry and/or local standards, if possible and available>

Justification:

<Provide a detailed description of the project and justification>

<Use additional sheets, if necessary, including cost estimates, etc.>

Project Cost Estimate:

<Provide detailed breakdown of purchase cost(s); include additional sheets, as necessary>

<Include any fiscal impact on current operational costs; will the project add new operational costs to the budget, etc.>

<For annual operation cost impact, identify the annual increase/savings in operating costs; try to break such costs down into categories - e.g., maintenance costs, energy costs, salary costs, other costs, and estimated revenue to generate.>

Project Revenue Source(s):

<Provide detailed description of source(s) of revenue - taxes, specific grant, designated fund, fundraising/donation, etc.>

<If multiple sources, list all sources with a breakdown of cost/revenue>

<For certain projects, include financial analysis - payback period; rate of return; net present value>

	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Fiscal Year of Purchase (Purchase Amount):	*****	\$ 50,000	*****	*****	*****	*****
Est. Impact on Operational Cost (New)	*****	*****	\$ 500	\$ 505	\$ 510	\$ 515

7.2 Actions

- 7.2.1 Maintain a capital improvement program that is aligned with the goals and objectives of this plan.
- 7.2.2 Consider how to address barriers to development related to limitations on septic capacity, in particular through reviewing the findings of the 2005 study conducted by the Norwich Sewer Committee in light of current challenges and burdens.
- 7.2.3 Develop a Stormwater Management Plan.
- 7.2.4 Implement the strategic initiatives developed by the town's Trails Committee, including:
 - 1. Identifying potential trail corridors to link existing trails with each other and with trail systems in neighboring towns
Developing a plan that identifies and promotes appropriate routes for different trail users, including those on foot, bicycle and horseback
 - 2. Identifying and promote trails that relieve the burden on such popular trails as Gile Mountain
 - 3. Identify how to expand visitor management and specifically parking at existing trailheads.
- 7.2.5 Take a leading role in promoting opportunities and choices for parents in need of childcare by, among other things:
 - 1. Creating a standing community committee to regularly convene stakeholders and experts on childcare and make formal policy recommendations to the Selectboard to improve the coordination and provision of childcare services in town
 - 2. Exploring how to lower the costs of childcare provider background checks such as using the Norwich Police Department
 - 3. Presenting to Town Meeting a proposal to support scholarships for low-income Norwich children at local childcare providers and ensure a living wage for teachers that care for Norwich children.
- 7.2.6 Review existing land use controls to ensure that they do not present a barrier to home-based childcare providers.

7.3 Town Government Facilities

Norwich town government is based at Tracy Hall, located on Main Street. Most recently renovated in 1995, Tracy Hall comprises town offices, a gymnasium/auditorium and two meeting rooms. Parking is shared with the Marion Cross School. The facility is a focus of community activity including several Women's Club events, the Norwich Winter Farmers Market, and many others. The Public Safety building was completed in 2018 and houses the Norwich Police and Fire Departments. The Town Garage, adjacent to the town transfer station, has been recently renovated. The Department of Public Works (DPW) is located there. The Buildings and Grounds department comprises one FTE position, which reports to the Public Works Director. This department maintains Tracy Hall and other town buildings, in addition to extensive town-owned recreation facilities at Huntley Meadows. As of the writing of the plan there were no planned major capital improvements to municipal facilities.

7.4 Water Supply Infrastructure

The Town of Norwich currently has no direct role in public water supply. All properties, except for those within the Norwich Fire District, obtain potable water from on-site wells or small, state-regulated water systems. The District, managed by its Prudential Committee, operates a public water system serving the historic village center and some adjacent areas, roughly 20 percent of the parcels in Norwich. A 1988 well rehabilitation program resulted in substantial water capacity beyond current needs. The



The Vermont Statutes Online

FYI

Title 24 : Municipal And County Government

Chapter 117 : Municipal And Regional Planning And Development

Subchapter 008 : Nonregulatory Implementation Of The Municipal Plan

(Cite as: 24 V.S.A. § 4430)

§ 4430. Capital budget and program

(a) A capital budget shall list and describe the capital projects to be undertaken during the coming fiscal year, the estimated cost of those projects, and the proposed method of financing. A capital program is a plan of capital projects proposed to be undertaken during each of the following five years, the estimated cost of those projects, and the proposed method of financing. A capital project is any one or more of the following:

(1) Any physical betterment or improvement, including furnishings, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired.

(2) Any preliminary studies and surveys relating to any physical betterment or improvement.

(3) Land or rights in land.

(4) Any combination of subdivisions (1), (2), and (3) of this subsection.

(b) The capital budget and program shall be arranged to indicate the order of priority of each capital project and to state for each project all the following:

(1) A description of the proposed project and the estimated total cost of the project.

(2) The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established reserve funds; the amount, if any, estimated to be received from the federal or State governments; the amount, if any, to be financed by impact fees; and the amount to be financed by the issuance of obligations, showing the proposed type or types of obligations, together with the period of probable usefulness for which they are proposed to be issued.

(3) An estimate of the effect, if any, upon operating costs of the municipality.

(c) The planning commission may submit recommendations annually to the legislative body for the capital budget and program, that shall be in conformance with the municipal plan. (Added 2003, No. 115 (Adj. Sess.), § 97.)

The Vermont Statutes Online

A large, red, stylized stamp with the letters 'FYI' in a bold, sans-serif font, positioned in the upper right quadrant of the page.

Title 24 : Municipal And County Government

Chapter 117 : Municipal And Regional Planning And Development

Subchapter 009 : Adoption, Administration, And Enforcement

(Cite as: 24 V.S.A. § 4443)

§ 4443. Adoption, amendment, or repeal of capital budget and program

(a) Notwithstanding any other provision of this chapter, a capital budget and program may be adopted, amended, or repealed by the legislative body of a municipality following one or more public hearings, upon public notice, if a utility and facilities plan as described in subdivision 4382(a)(4) of this title has been adopted by the legislative body in accordance with sections 4384 and 4385 of this title. A copy of the proposed capital budget and program shall be filed at least 15 days prior to the final public hearing with the clerk of the municipality and the secretary of the planning commission. The planning commission may submit a report on the proposal to the legislative body prior to the public hearing.

(b) The capital budget and program, or its amendment or repeal, shall be adopted or rejected by an act of the legislative body of a municipality promptly after the final public hearing held under subsection (a) of this section. (Added 2003, No. 115 (Adj. Sess.), § 100.)

Town of Norwich Master Financial Policy

Section 6: Capital Budget & Program Policy

9
CURRENTLY
ADOPTED
POLICY

Effective: Upon Adoption

Purpose: The purpose of this Capital Budget & Program Policy is to establish and maintain a capital budget and program for the Town of Norwich.

Policy: The Selectboard will adopt a six-year Capital Budget & Program (CBP) for the Town of Norwich through the annual Budget process. The CBP will be reviewed and updated annually.

Authority: 24 VSA §§ 4403, 4430, and 4443 allows the Selectboard to adopt a capital budget program.

Procedures:

1. Capital Budget and Program:

- a. **A Capital Budget:** A capital budget shall list and describe the capital projects to be undertaken during the coming fiscal year, the estimated cost of those projects, and the proposed method of financing
- b. **Capital Program:** A capital program is a plan of capital projects proposed to be undertaken during each of the following five years, the estimated cost of those projects, and the proposed method of financing.
- c. **Capital Project:** A capital project is any one or more of the following:
 - Any physical betterment or improvement, including furnishing, machinery, apparatus, or equipment for that physical betterment or improvement when first constructed or acquired.
 - Any preliminary studies and surveys relating to any physical betterment or improvement.
 - Land or rights in land.
 - Any combination of the above cited items.
- d. **Capital Expenditures:** For purposes of capital projects, a capital expenditure is defined as any expenditure for land, land improvements, buildings, building improvements, vehicles, or equipment costing more than \$5,000 and any expenditure for infrastructure (e.g. roads, bridges, and storm water collection system) costing more than \$25,000.
- e. The CBP will be arranged to indicate the **Order of Priority** of each capital project and to state for each project the following:
 - i. A description of each proposed project and the estimated total cost of the project.
 - ii. The proposed method of financing, indicating the amount proposed to be financed by direct budgetary appropriation or duly established Designated and Special Purpose funds; the amount estimated to be received from the federal or state government; the amount to be financed by impact fees; and the amount to be financed by the issuance of obligations (see section 5 Debt Management Policy above), showing the proposed type(s) of obligation, together with the proposed period of usefulness for which they are proposed to be issued.
 - iii. An estimate of the effect, if any, upon operating costs of the Town.

Town of Norwich Master Financial Policy

- iv. Annually, the Planning Commission may submit recommendations to the Town Manager and the Selectboard for the capital budget and program that shall be in conformance with the Town Plan.
 - f. Annually, the capital budget and program should be updated.
 - g. Annually, the capital budget portion of the capital budget and program should be incorporated into the Selectboard's proposed budget for voter approval at the March Town Meeting.
2. **Designated and Special Purpose Funds:** In conjunction with the Town's Debt Management Policy, the Town Manager shall annually, as applicable, propose funding (i.e., new appropriations) of reserve funds to accumulate resources to pay for items included in the capital budget and program. The use of such Designated and Special Purpose funds should minimize large fluctuations in the tax rate and will reduce the need for incurring additional debt. Other capital improvements may be funded by bond issuance or through the operating budget.
3. **Priority Criteria:** Capital projects will receive a higher priority if they meet some or most of these criteria:
- Meets a policy goal or fulfills a strategic objective of the Town and its adopted Town Plan.
 - Is required under a state or federal mandate, law, or regulation.
 - Will mitigate or eliminate a known safety hazard.
 - Will maintain and improve the delivery of public services to the majority of the population.
 - Will improve the quality of existing infrastructure.
 - Non-tax based revenue and/or State or federal grant funds are available to assist in funding the project.

Pending Agenda Item

10

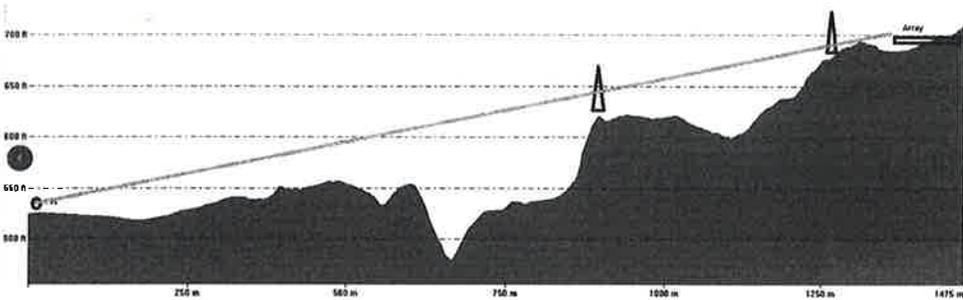
Herb Durfee

From: Troy McBride <mcbride@norwichtech.com>
Sent: Thursday, July 01, 2021 10:35 AM
To: Rod Francis
Cc: Herb Durfee; Martha Staskus; Ryan Darlow; Hannah Boudreau
Subject: Re: Preferred siting meeting request for potential solar project

Hello Rod,

July 13th would be ideal for us to present on the project. We can attend in person or zoom.

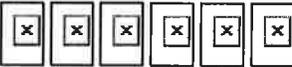
The visual assessment to date includes modelling and input from Ryan Darlow and Martha Staskus -- both who have been aesthetic experts for formal testimony on numerous wind and solar projects. The viewshed analysis that Ryan completed to date is using Global Mapper using data from VCGI (LiDAR Digital Elevation Model). For the full Act 248 testimony, we will put the viewshed analysis into a formal report. We can add more slides and views if helpful for presenting to the Planning Commission. For example, we can provide elevation profiles from various locations:



Best,
Troy



Troy McBride
| Norwich Solar Technologies
| cell: [802-738-8059](tel:802-738-8059)
| email: mcbride@norwichtsolar.com
| site: norwichtsolar.com
| address: 15 Railroad Row, WRJ, VT 05001



On Wed, Jun 30, 2021 at 4:34 PM Rod Francis <norwichvtplanner@gmail.com> wrote:

Hello Troy,

The next PC meeting is July 13, 2021 before I discuss this with the PC Chair would you be able to make a presentation (via Zoom) at that meeting?

Also, will you be having a formal visual impact assessment undertaken? If so, when will that be completed?

Thanks,

Rod

--

Rod Francis
Director, Planning & Zoning
Town of Norwich, VT

On 6/29/2021 4:24 PM, Troy McBride wrote:

Hello Rod, Herb,

Norwich Solar Technologies is assessing a site for the installation of a ground mounted community solar project off Upper Loveland Rd under the Vermont Net Metering program. We would like to discuss this project with you and, at an upcoming meeting, present the project to the Planning Commission and Selectboard. This potential project is near the cell tower and transmission lines above Upper Loveland Road. The proposed site is in the Ridgeline Protection Overlay. Our analysis shows that we would not have an impact on the Ridgeline viewshed from all public roads and Norwich homes. We are requesting a "preferred siting" letter from Norwich Planning Commission and Selectboard. More information on the proposed project is attached.

We have sent letters to neighbors to the proposed parcel (also attached). We did not receive much feedback on this potential project, however, the feedback we did receive was positive about the potential solar project and continued land use.

I look forward to discussing with you at your convenience.

Best,
Troy



Troy McBride
| Norwich Solar Technologies
| cell: [802-738-8059](tel:802-738-8059)
| email: mcbride@norwichsolar.com
| site: norwichsolar.com
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