

**Selectboard Agenda
Johnson Municipal Offices
293 Lower Main West**

Date: Wednesday, July 6, 2022

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:30 p.m. Additions or Adjustments to the Agenda

6:35 p.m. Review Invoices and Orders

6:45 p.m. Review and approve minutes of meetings past June 20th, 2022

6:50 p.m. Selectboard issues/concerns

6:55 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:00 p.m. Review Planned Purchases

Administrator's report, action items, and signature required items:

7:05 p.m. Committees and Volunteer Support

1. Beautification Resignation (5 mins)
2. Oven Committee Grant Application (5 minutes)

7:15 p.m. Follow up from recent past meetings

3. Cemetery Fencing (10 mins)
4. Economic Development Proposal Draft (10 mins)
5. Atlas contract for water testing management (5 mins)
6. Mowing the Lamoille Valley Rail Trail (10 minutes)
7. Assessor Services Update (5 minutes)
8. Holcomb House Apartment Inspection Report (5 minutes)

8:25 p.m. New items

9. Review Job Descriptions for Town Employees (15 minutes)
10. Review of Dilapidated Building Ordinance and Enforcement (20 minutes)
11. Set Tax Rate (10 minutes)
12. Sign Better Roads Grant Agreement (5 minutes)

9:15 p.m. Executive Session(s)

13. Discuss Communications from Town's Attorney Regarding Storm Water Issues (10 minutes)
14. Discuss Labor Relations and Contract Negotiations (10 minutes)

Adjourn

Please join by Zoom:

<https://us02web.zoom.us/j/3446522544?pwd=VkNZZE5tMW5PaEhidVpnUjRxSkxGdz09>

+1 646 558 8656 US (New York)

Meeting ID: 344 652 2544

Passcode: 15531

Town Administrator's Report

Date: Wednesday, June 20, 2022

Agenda:

CALL TO ORDER

REVIEW OF AGENDA AND ANY ADJUSTMENTS, CHANGES AND ADDITIONS

6:30 p.m. Additions or Adjustments to the Agenda

6:35 p.m. Review Invoices and Orders

6:45 p.m. Review and approve minutes of meetings past June 6th and 8th, 2022

6:50 p.m. Selectboard issues/concerns

6:55 p.m. Treasurer's Report and review and approve bills, warrants, licenses and any action items.

7:05 p.m. Public Works Supervisor/Highway Foreman Report

7:15 p.m. Review Planned Purchases

Administrator's report, action items, and signature required items:

7:20 p.m. Committees and volunteer support items:

1. Beautification: Mural on Town Garage (5 mins)

The Beautification Committee has proposed a large mural for the side of the Town Garage facing the Lamoille Valley Rail Trail.

2. Sk8tePark and Healthy Lamoille Valley agreement (5 mins)

Healthy Lamoille Valley and the Sk8Park Committee are working together on the actions needed to improve the conditions at the Sk8Park and make it a more welcoming environment.

3. Historical Society member appointment and resignation of Tom Carney (5 mins)

Tom Carney has given the Historical Society his resignation. The Historical Society has also recommended Dennis Richards for appointment to one of the open seats.

7:35 p.m. Follow up from last meeting action items (please review last meeting minutes for context):

4. Potential Fifth Road Crew employee (10 mins)

Continuing our discussion regarding the hiring of a fifth public works operator.

5. Interview Planning for Recreation Coordinator (5 mins)

We have started to receive resumes for the Recreation Coordinator position. We need to come to an agreement on the selection process.

6. Economic Development Proposal Draft (10 mins)

A first draft of the request for economic development proposals is available for review.

7. Signing Audit Contract with RHR Smith & Company (5 mins)

RHR Smith & Company has been selected for our audit services and they have an engagement contract for us to sign.

8. Signing Sheriff's contract (5 mins)

The FY23 Sheriff's patrol contract is available to sign.

8:10 p.m. New Items:

9. Atlas contract for water testing management (5 mins)

The testing required for the former talc mill land owned by the Town and Village needs to be renewed.

10. Propane/Heating/Fuel RFP (10 mins)

We should explore pre-buy and multi-year contracts for propane, heating, and other fuel.

11. Paying bids due 6/15 (10 mins)

The paving bids have been received and are ready for review.

9:15 p.m. Executive Session(s)

12. Discuss Communications from Town's Attorney Regarding Litigation Which to Town May Be a Party (15 mins)

The town has received communications from our attorney regarding litigation to which the town may be a party. Premature disclosure of those communications may disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

13. Discuss Communications from Town's Attorney Regarding Storm Water Issues (10 mins)

The town has received communications from our attorney regarding storm water issues. Premature disclosure of those communications may disadvantage the town. If the board believes that is the case, the board may enter into executive session to discuss those communications as allowed by **1 V.S.A. § 313(a)(1)**.

GENERAL INFORMATION ITEMS

Information Items:

1. Federal Licensing Inc
2. VCF Annual Meeting June 21, 2022
3. Sheehey Furlong & Behm: Petition of GMP for CPG of Lowell Substation
- 4.

Budget Items:

Legal Issues:

VLCT: PACIF

State/Federal Issues:

1. ANR: 47 Acres from Trust for Public Land
2. Speed Reduction Study twin bridges area

Administrator's Correspondence:

Workshops:

Newsletters:

Brochures & Ads:

Updates:

- Sheriff's Dept update on Speed limit: They would still like us to follow the guidelines previously discussed. However, there are no known traffic violation disputes lost due to traffic sign compliance with recommendations.
- Fencing for Cemeteries: Waiting for estimates to come back on two options: fencing in stages and decorative fencing on roadside and wire/chain fencing on the other three sides.
- Mowing: I've called Robert & Sons to confirm our regular mowing service will be continuing. Confirmed with Rosemary we are invoiced and will not approve when they don't mow, this may be more complicated when it comes to parsing out what parts they didn't mow.
- FEMA Reports Due by June 30 for the Scribner Bridge closeout, I don't foresee any difficulty submitting on time.

Old Business:

- 1. ATV Ordinance Update**
- 2. Class IV Road Update**
- 3. Stop Sign Ordinance**
- 4. Constable Update**

Adjourn

Round Hill Fence & Security, inc.

Estimate

www.roundhillfence.com

www.roundhillsecurity.com

Round Hill Fence & Security, inc.
 288 Telephone Lane
 Orleans, VT 05860
 Office (802) 754-6328 Fax (802) 754-6: Email: info@roundhill fence.com

DATE
 ESTIMATE #

Quote for: Town of Johnson/Brian Story- Lydia Putvain
 293 Lower Main Street
 Johnson, Vt 05656
 802-635-2611
TOJadministrator@townofjohnson

Grow Cemetery
SPLIT RAIL- 2 RAIL
Black Steel Post & Black Weld
Location : Waterman & Grow Road
Johnson, VT

Special Instructions: Any required town or city permits are responsibility of customer

SALES REP	CELL PHONE #	Sold /Ordered	TERMS
Janie McKenzie	(802) 233-0426		50% Deposit, Balance due on completion.

QUANTITY	Description	UNIT PRICE	AMOUNT
1	<u>Split Rail - 2 Rail Across Front</u> 134 ft of Spilt Rail 2 Rail Fencing <u>Installed (42" High)</u>	4,020.00	\$ - 4,020.00
1	<u>Black Steel Post & Black Welded Wire Along Sides & Ba</u> 390 Feet of Black Steel Post & Black Welded Wire <u>Instal</u>	7,800.00	7,800.00

<i>Contractor has paid all applicable VT taxes on materials used for this job.</i>		Materials	\$ 11,820.00
		Labor	included
NOTE: All posts requiring rock drilling and hydraulic concrete, please add 100.00 per post		TOTAL	\$ 11,820.00

Please sign and return with 50% deposit for acceptance of quote. Thank you for your business!

Sign _____ Date _____

Request for Proposals

Economic Development Consultation

for Town of Johnson

The Town of Johnson, Vermont, is requesting proposals from qualified individuals or firms for Economic Development Services. The winning candidate will undertake projects which may include marketing, business recruitment, strategic planning and/or other priorities as identified by the Selectboard.

Proposals are to be submitted by 4:00 PM on Friday, August 15, 2022 to:

Brian Story, Town of Johnson Administrator,
PO Box 383, Johnson, VT 05656

Or to:

Brian Story, tojadministrator@townofjohnson.com

The Town of Johnson reserves the right to reject any or all proposals. Proposals will be evaluated by the Town based on firm experience and reputation, understanding of Town requirements, and cost for service. During the evaluation process, the Town reserves the right, where it may serve in the Town's best interest, to request additional information or clarification from proposers. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Please direct all questions regarding this request for proposals to:

Brian Story, 802-635-2611 or tojadministrator@townofjohnson.com.

NATURE OF SERVICES REQUIRED

A great opportunity for an innovative team player, the Town of Johnson, Vermont, is seeking an experienced economic development professional with a minimum of five (5) years of experience in municipal economic development.

The Town has an estimated \$40,000 in taxpayer funds raised for economic development purposes. The town wants to maximize the impact these funds can have and will determine the specific tasks based on the qualifications of the winning proposal.

Tasks will be assigned by the Selectboard and may include:

- Development of the Light Industrial Park parcel and attracting tenants to purchase the lots.
- Expand partnerships with key entities, such as the Vermont State University, Vermont Studio Center, and others.
- Attracting new borrowers for the Town's Revolving Loan Fund.
- Assist in development of any economic development policies.
- Other services that may be required by the Town.

DESCRIPTION OF THE TOWN

The Town of Johnson has a population of approximately 3,500 people. The Town provides highways and street maintenance, public improvements, culture, recreation, planning, and general administrative services that via a town administrator and town clerk. The Town provides public safety protections by contract with the Lamoille County Sherriff's Department for police services, the Village of Johnson for fire services, and Northern Emergency Medical Services for ambulance services. The Town has 15 full-time and full-time equivalent employees. Approved budget for the most recent completed fiscal year (FY21) is \$3,072,354.

The Town hosts the Johnson campus of the Vermont State University, the Vermont Studio Center, Vermont Electric Co-op, the Forget-Me-Not Shop, the Sterling Market, the Johnson Woolen Mill, and other key partner institutions. We have an active local business group, Johnson Works, and many local volunteer groups.

PROPOSAL REQUIREMENTS

Interested parties shall submit proposals to demonstrate their qualifications, competence and capacity to lead economic development activities.

The proposal shall provide the necessary information in the following sequence:

- Background of the firm: The proposer should state the size of the firm, and the number and nature of the professional staff to be assigned to this engagement.
- Similar engagements with other government entities: The proposal shall describe up to five of the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of the work and the name and telephone number of the client contact.
- Economic development projects that the firm can complete under the \$40,000 budget.

EVALUATION CRITERIA

The final selection of an economic development proposal will be based on criteria including technical qualifications and efficient use of available funds in the proposal. The approach of the proposal and the plan for implementation will also be scrutinized.

There is no expressed or implied obligation on the part of the Town of Johnson to reimburse responding firms for any expenses incurred in preparing or presenting proposals in response to this request. The Town of Johnson reserves the right to retain all of the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly stated to the contrary and specifically noted in the proposal submitted and confirmed in the contract between the municipality and the selected firm.

The Town of Johnson reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all of the circumstances.



June 7, 2022

Mr. Andy Shively
Vermont Agency of Transportation
1 National Life Drive, Drawer 33
Montpelier, VT 05633

Mr. Brian Story
Town Administrator
PO Box 393
Johnson, VT 05656
tojadministrator@townofjohnson.com

Mr. Steve Hatfield
Village Manager
PO Box 393
Johnson, VT 05656
shatfield@townofjohnson.com

**RE: Work Plan & Cost Estimate
Long Term Monitoring - Spring 2022
Former Cyprus Industrial Minerals
Lendway Lane, Johnson, VT 05656
SMS Site #2010-4124**

Dear Sirs,

Atlas Technical Consultants, LLC (Atlas) is pleased to submit this work plan and cost estimate (WPCE) to perform long term monitoring (LTM) at the former Cyprus Industrial Minerals facility on Lendway Lane in Johnson, VT (Site). James Donaldson of the Vermont Department of Environmental Conservation (VTDEC) requested this work in a letter dated February 22, 2022. Refer to **Figure 1** for a Vicinity Map and **Figure 2** for a Site Plan illustrating pertinent Site features.

CONCEPTUAL SITE MODEL

The Site is located on Lendway Lane in Johnson, Vermont and is a former talc mill, operations of which ceased in 1995. The Site is currently owned jointly by the Town and Village of Johnson and was partially redeveloped for municipal use. The Vermont Agency of Transportation (VTTrans) owns a 66-foot-wide railroad corridor that traverses the site between the remnant building and Lendway Lane. The Site generally slopes to the northwest towards the Lamoille River.

In 1989, the Site was assigned #89-0303 by the VTDEC due to investigations into leaking drums and diesel fuel contamination. According to a February 28, 1989 VTDEC report, fuel from a tank at the facility was used in the processing of talc and "the fuel oil apparently came from a ½ inch fuel oil line which feeds a small dryer. The line which formerly passes under the floor is now routed overhead. The leakage and subsequent contamination were noticed when the company installed a sump to reticulate its process water." No other information was provided in this report.

51 Knight Lane, Williston, Vermont 05495
802.862.1980 | oneatlas.com

In 1991, an additional site memo indicated a VTDEC environmental technician inspected soils that may have been “contaminated with a diesel fuel/water mix.” The memo states that the area of suspected contamination was approximately 50 feet from the Lamoille River. There was no initial evidence of contamination; vegetation was thick; no fuel odors were noticeable; and no sheens or stains were visible. Approximately 10 small holes were dug in the area and no evidence of contamination was found. The locations of these holes are unknown. The shore of the Lamoille River was inspected and no evidence of contamination was found. The VTDEC subsequently closed site #89-0303. Based on the limited location description (50 feet from the Lamoille River), it is possible this area was associated with a former spillover catchment area (details provided later).

In 2010, Environmental Compliance Services, Inc. (ECS, now Atlas) performed environmental oversight activities on behalf of S.D. Ireland and VTrans following the discovery of contaminated soils during a water line installation project. The Site was re-opened on November 10, 2010 as Site #2010-4124 based on the October 27, 2010 “Soil Analytical Results” report by ECS. In summary, 21 test pits were excavated, (TP-1 through TP-21), 27 soil samples were collected for field-screening (S-1 through S-27), and three soil samples were collected for laboratory analysis (TP-2 comp, S-25, and S-27). Results indicated the presence of grossly petroleum-contaminated soils within a 5,000 square foot area located between a remnant mill structure and Lendway Lane, which includes both Town and VTrans land. This corresponds with the area around Tanks #1 and 2, with soil sampling exhibiting a mixed hydrocarbon signature (No. 2 fuel oil and “unidentified” fuel), which appeared to suggest a multiple release scenario. It should be noted that the former test pit, soil screening, and soil sampling locations are not illustrated in the current figures contained herein due to the volume of other pertinent information contained on these figures, but can be found in the October 27, 2010 report. This information in part formed the basis of design for subsequent investigation activities.

In 2011, ECS supervised a geophysical survey performed by Hager-Richter Geoscience, Inc. (Hager-Richter), which included the use of complementary geophysical methods: time domain electromagnetic induction metal detection (EM), ground penetrating radar (GPR), and precision utility location (PUL). The survey was conducted to locate potential buried objects, including but not limited to, tanks, culverts, conduits, buried debris, underground storage tanks (USTs), drums, etc, for the purpose of targeting drilling locations and evaluating preferential contaminant migration pathways. Results indicated the presence of several utilities, possible utilities, and areas of possible buried metal at the site. Detected utilities, which are illustrated in **Figure 2**, included a likely “historic tailings line” and “pipe cluster” associated with process waste spillover. A northeast trending extension of the “historic water line” was also detected by the survey. Several areas of potential buried metal were also identified by the survey. However, anomalies did not indicate the presence of bulk structures, but rather individual features like buried debris. This is consistent with observations during the previous test pit investigation, which identified old discarded pipes, engine parts, etc. No USTs were detected within the limitations of the survey.

Also in 2011, fourteen soil borings (SB-1 through SB-14), eight of which were subsequently completed as groundwater monitoring wells (MW-1, MW-2D, MW-3, MW-4, MW-5D, MW-6, MW-7, and MW-8), were advanced to further evaluate the nature and extent of contamination at the Site. Two additional monitoring wells (MW-2S and MW-5S) were installed to evaluate vertical groundwater gradients. Field-screening identified elevated photoionization detector (PID) readings (>20 parts per million [ppm]) in all borings except SB-3, SB-4, SB-11 and SB-12. Petroleum contamination was identified in soils directly atop the assumed bedrock surface in most borings. Soil sampling results indicated that naphthalene exceeded the United States

Environmental Protection Agency (EPA) Regional Screening Levels (RSL) at the time for residential soils in SB-1 and SB-14 and the RSL for industrial soils in SB-9. Arsenic exceeded the RSL for industrial soils in all samples. Elevated arsenic, likely related to talc processing (>10 milligrams per kilogram [mg/kg]), was detected in SB-1, SB-5, SB-9, SB-10, SB-11, SB-12, and SB-14.

Groundwater elevation monitoring indicated that shallow horizontal groundwater flow is to the north with a steep gradient of 16%. Monitoring of nested wells (MW-5S, -5D and MW-2S, -2D) indicated a downward vertical gradient both near the source areas (31%) and adjacent to the Lamoille River (9%), respectively. Groundwater sampling results indicated that naphthalene exceeded Vermont Groundwater Enforcement Standards (VGES) in wells MW-6, MW-7, and MW-8. Although results indicate the presence of grossly impacted petroleum-contaminated soils and LNAPL, a relatively minor dissolved fraction was apparent from the current monitoring network. This is likely due to the old age of the releases and/or the high potential of the dissolved mass discharging into the bedrock aquifer due to a strong downward flow component. Arsenic exceeded VGES in all wells except MW-1, MW-2S, and MW-4, and nickel exceeded VGES in wells MW-2S, MW-2D, and MW-4. This indicated active leaching of these metals into groundwater from talc sediments, which may act as a continuing source of discharge to the Lamoille River and/or the bedrock aquifer.

In 2013, a supplemental site investigation (SSI) was performed including the advancement of eighteen soil borings (SB-101 through SB-118), five of which (MW-9 through MW-13) were completed as groundwater monitoring wells. Evidence of petroleum contamination was observed in two shallow borings upgradient of known petroleum tanks, and in one boring/well downgradient of known tanks. ECS was generally able to bracket the lateral extent of petroleum contamination in the vicinity of the former tanks. However, laboratory evidence of total petroleum hydrocarbon (TPH) contamination was encountered in deeper soils within the spillover catchment area. LNAPL was detected on groundwater in two wells, MW-1 and MW-7. The naphthalene concentration exceeded the VGES in several wells. As part of the SSI, offsite drinking water samples were collected from residential taps at two homes on Upper French Hill Road. No target VOCs were detected above laboratory reporting limits in either of the drinking water samples. Based on the evidence collected, potential source areas include former Tank #1, former Tank #2, and former Tank #4/5.

In 2014/2015, ECS completed an additional site investigation (ASI) and corrective action feasibility investigation (CAFI). The ASI included further evaluation of hydrogeologic conditions at the Site and water quality testing of nearby water supplies. At the request of VTDEC, ECS also reviewed the *Gravel Well A: Source Evaluation Report* prepared by Heindel & Noyes, Inc. (H&N), dated 18 August 2004 to evaluate the potential risk from the known contamination at the site poses to the Village water supply well located across the Lamoille River to the west of the site. This included the gauging and sampling of seven water supply wells (Godin, Demars, Hopkins, Thomas, Thoolen, TW-8 and Well #292). No VOCs were detected in any of the drinking water samples. The aquifer study results indicated that there was no apparent hydrogeologic connectivity between the Village of Johnson Gravel Well A and the tested onsite monitoring wells (MW-5S, 5D, 7, 8, and 13), onsite gravel well (Well #292), and offsite residential wells (Godin, Demars, Hopkins, Thomas, Thoolen). ECS also performed two semi-annual groundwater monitoring events and during these events, LNAPL was detected in MW-1 and the only dissolved phase VOC above VGES was naphthalene. Monitoring wells MW-6, MW-7, MW-8 and MW-11 had naphthalene exceedances. Potential vertical penetration of LNAPL into bedrock has not been determined. No testing of the bedrock aquifer at the Site has been performed; and therefore, any

conclusions related to fate and transport of petroleum contamination within the bedrock aquifer cannot be inferred.

The CAFI included an evaluation, identification, and selection of corrective action(s) best suited to the conditions of the site to protect sensitive receptors such as the Lamoille River. A LNAPL recovery pilot study was performed using multi-phase extraction (MPE). The pilot study proved successful for LNAPL recovery and mass removal of the vapor phase. Vacuum preferential pathways were observed surrounding former Tank #1. Groundwater drawdown and LNAPL removal was observed at a more uniform radius of influence (ROI). The CAFI report concluded that based on ECS' understanding of site conditions and the results of remedial alternative screening, a combination of activities, including intermittent High Intensity Targeted vacuum extraction (HIT), Monitored Natural Attenuation (MNA), and activity and use limitations (AULs) appears adequate to protect human health and the environment at this time. Should the property use change, or if contaminant concentrations or LNAPL amounts change, then reevaluation of remedial technologies may be appropriate. HIT vacuum extraction can be utilized with the existing recovery wells RW-1 and RW-2 that target the area of former Tank #1 while monitoring natural attenuation can be used Site-wide.

SCOPE OF SERVICES

A detailed description of the scope of work is described below.

Task 1. Work Plan, Project Coordination, HASP Update

Atlas will develop a work plan and cost estimate (this document) and perform project coordination, which will include invoicing, client communication, and any necessary correspondence associated with the scope of work. Atlas will also update the site-specific health and safety plan (HASP).

Task 2. Groundwater Monitoring

Atlas will perform groundwater monitoring at the Site in spring 2022 utilizing the 15 existing monitoring/recovery wells (MW-1, MW-3, MW-4, MW-5S, MW-5D, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, RW-1, and RW-2), assuming all wells are still viable. This excludes MW-2S and MW-2D, which were previously destroyed. Any repairs to make the wells viable, if required, or installation of replacement wells, if required, would be additional cost following notification and approval of clients and VTDEC.

Atlas will utilize disposable bailers for sampling following evacuation of three well volumes. Depth to water will also be measured to evaluate groundwater elevations. The samples will be stored on ice, transported under chain of custody to SGS Accutest (SGS) of Dayton, NJ, and analyzed for petroleum VOCs by EPA Method 8260 Vermont Aromatics (VTAROM). One trip blank and one duplicate groundwater sample will also be collected for quality assurance/quality control (QA/QC) purposes.

Task 3. Reporting

Atlas will prepare a summary report that will detail field procedures and findings of the sampling events and provide conclusions and recommendations. Groundwater results will be compared to Vermont Groundwater Enforcement Standards (VGES). The report will include sample results and interpretation, an updated site plan, groundwater elevation/contaminant contour maps, and a determination of the need for additional investigation, feasibility studies, corrective action, or

site closure. Atlas will provide electronic reports to client and VTDEC. Paper copies can be provided upon request.

COST ESTIMATE

Total Cost Estimate..... **\$7,271.**

Atlas proposes doing this work on a Time and Materials (T&M) basis in accordance with PCF rates. A detailed cost estimate is attached as **Table 1**. Costs will be invoiced on a monthly basis and split 50/50 with separate PCF claims to the Town/Village of Johnson and VTrans. Atlas will work under our existing contract with VTDBGC for VTrans and under a Client Services Agreement (CSA), see below, for the Town/Village of Johnson. All costs incurred are expected to be reimbursed by the PCF with final determination by VTDEC.

SCHEDULE

Atlas can schedule the work within 30 days of authorization to proceed and will submit the summary report within 45 days of our receipt of the final laboratory report.

ACCEPTANCE

This work plan shall be accepted by signing and returning the Client Services Agreement (CSA) and providing written authorization via email. Please keep a copy for your records. Atlas's services will be provided on behalf of and for the exclusive use of the client. Atlas will also forward this work plan to Mr. James Donaldson of VTDEC following your authorization to do so.

If there are any questions regarding the work plan or the CSA, please do not hesitate to contact our office.

Sincerely,
ATLAS TECHNICAL CONSULTANTS, LLC



Erik Urch
Senior Project Manager

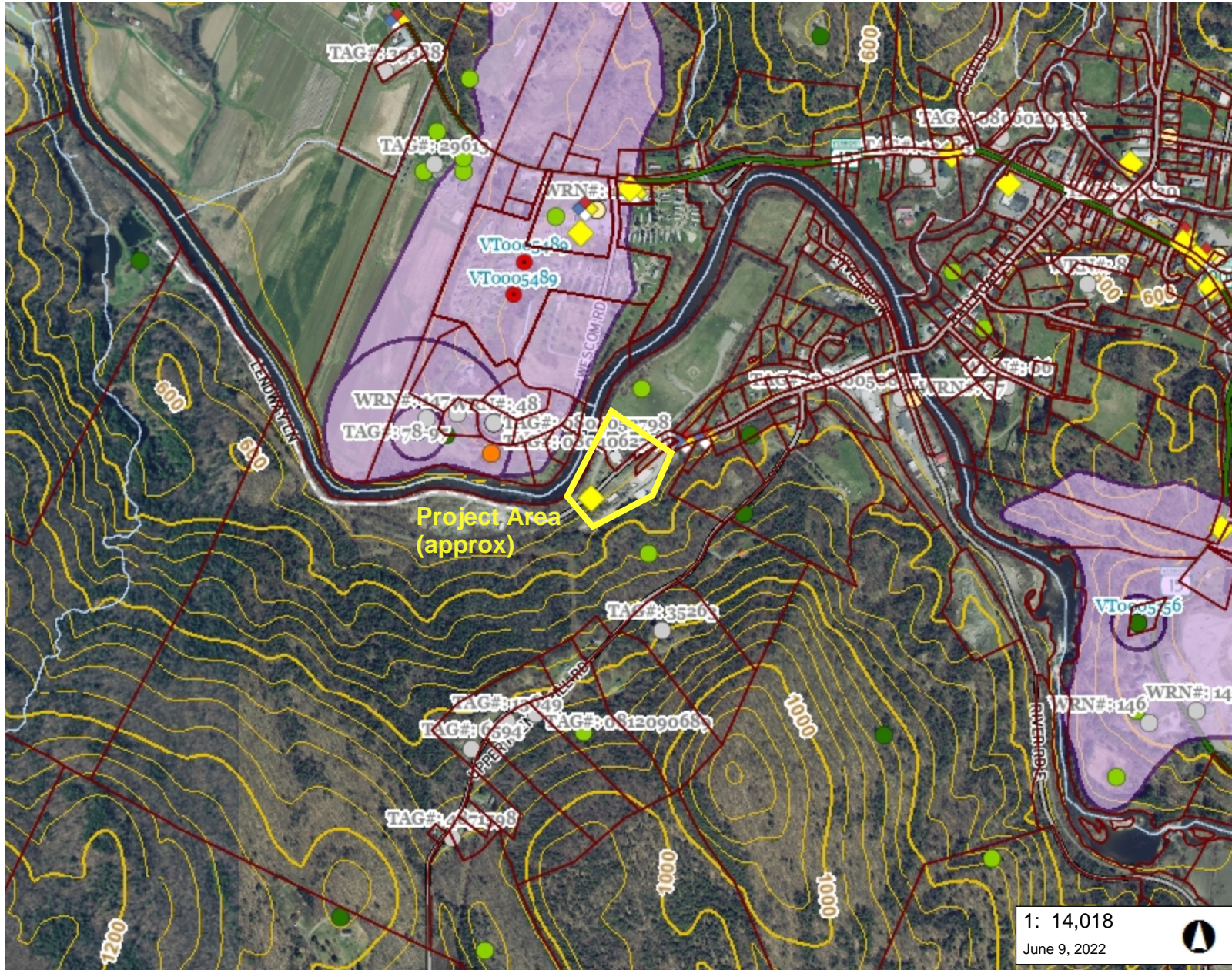


Joseph Hayes, CPG, PG
Vermont Operations Manager

cc: James Donaldson, VTDEC (w/o CSA, following client authorization)

Attachments:

- Figure 1 Vicinity Map
- Figure 2 Site Plan
- Table 1 Cost Estimate
- CSA



LEGEND

- ◆ Hazardous Site
- ◆ Hazardous Waste Generators
- ◆ Brownfields
- Salvage Yard
- Aboveground Storage Tank
- Underground Storage Tank (w/)
- Dry Cleaner
- Private Wells
 - GPS Located
 - Screen Digitized
 - E911 Address Matched
 - Welldriller/Clarion
 - Unknown Location Method
 - Incorrectly Located
- Public Water Sources
 - Active
 - Proposed
 - Inactive
- Ground Water SPA
 - Active/Shared SPA; SHARED
 - Proposed
 - Inactive
- Parcels (standardized)
- Roads
 - Interstate
 - US Highway; 1
 - State Highway
 - Town Highway (Class 4)

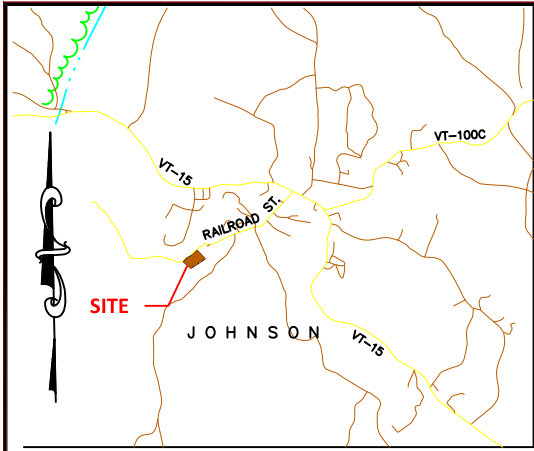
1: 14,018
June 9, 2022

712.0 0 356.00 712.0 Meters
 WGS_1984_Web_Mercator_Auxiliary_Sphere 1" = 1168 Ft. 1cm = 140 Meters
 © Vermont Agency of Natural Resources THIS MAP IS NOT TO BE USED FOR NAVIGATION

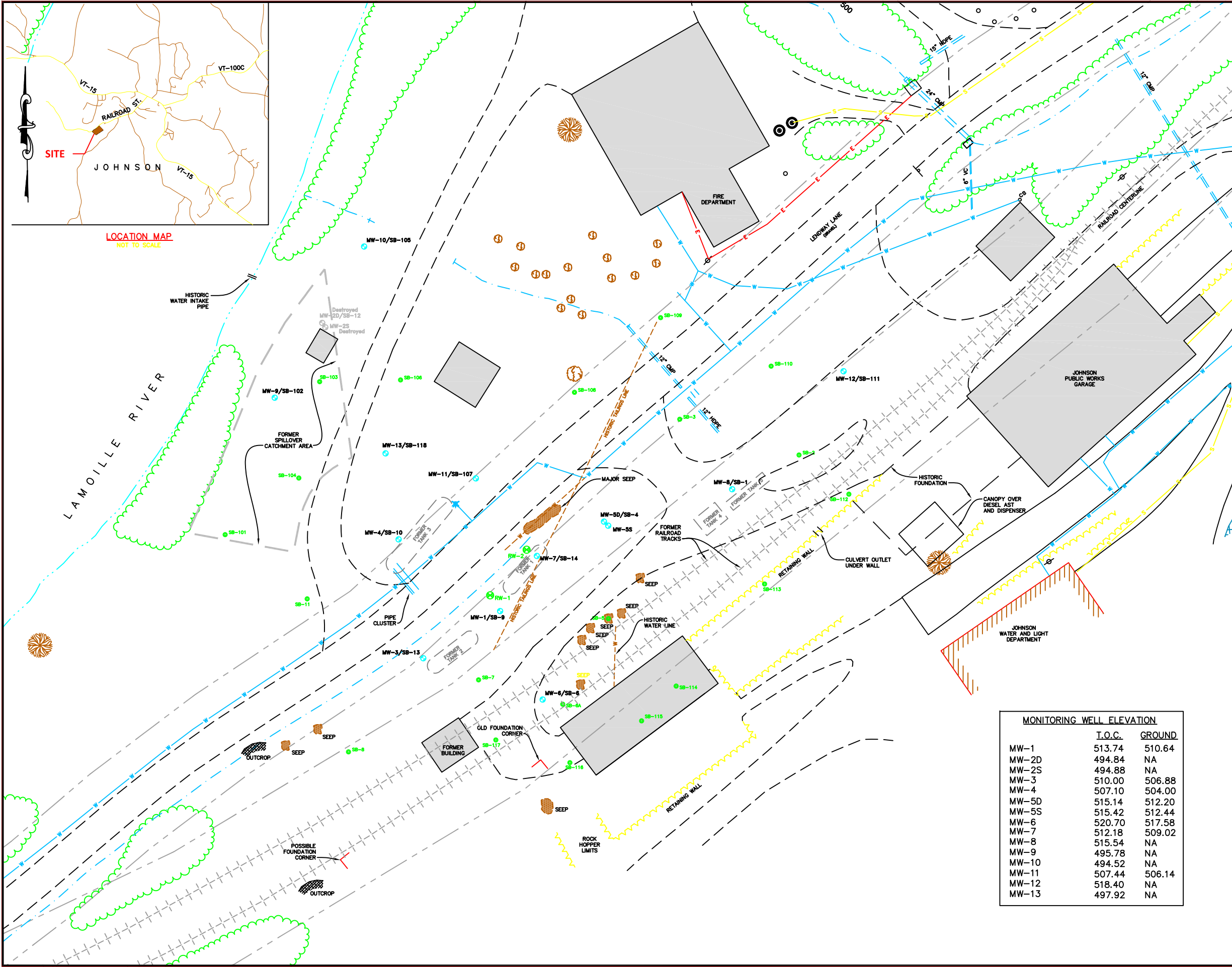
DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular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

NOTES

Former Cyprus Industrial Minerals
 71 Lendway Lane, Johnson, VT
 Site #2010-4124



LOCATION MAP
NOT TO SCALE



LEGEND

- PROPERTY R.O.W.
- - - EXISTING GROUND CONTOUR
- - - DRAINAGE SWALE
- E- OVERHEAD ELECTRIC LINE
- S- SANITARY SEWER LINE
- W- WATER LINE
- UTILITY POLE
- ⊕ MONITORING WELL
- ⊙ SOIL BORING
- ⊗ RECOVERY WELL

NOTES

EXISTING MONITORING WELLS SURVEYED ON 6/8/11 AND 10/9/13 WITH TOTAL STATION BY LAKESIDE ENVIRONMENTAL AND ECS.

EXISTING GROUND TOPOGRAPHY AND SITE FEATURES ARE FROM PLAN BY OTTER CREEK ENGINEERING, RECORD DRAWING SHEET C3.

SMS NO. 2010-4124



MONITORING WELL ELEVATION

	T.O.C.	GROUND
MW-1	513.74	510.64
MW-2D	494.84	NA
MW-2S	494.88	NA
MW-3	510.00	506.88
MW-4	507.10	504.00
MW-5D	515.14	512.20
MW-5S	515.42	512.44
MW-6	520.70	517.58
MW-7	512.18	509.02
MW-8	515.54	NA
MW-9	495.78	NA
MW-10	494.52	NA
MW-11	507.44	506.14
MW-12	518.40	NA
MW-13	497.92	NA

PROJECT:
FORMER CYPRUS MINERALS
RAILROAD STREET
JOHNSON, VT

TITLE:
SITE PLAN

CLIENT:
JOHNSON TOWN & VILLAGE AND VTRANS

GRAPHIC SCALE:
50 25 0 25 50

COMPUTER CADFILE : BOX/VTDEC/CYPRUS/DWG

DRAWN BY:	DESIGNED BY:	CHECKED BY:	APPROVED BY:
SMS/AC	SMS	LW	LW
SCALE:	DATE:	JOB NO.:	FIGURE NO.:
SHOWN	2/05/18	08215119	2

**Table 1:
Cyprus Minerals
Long Term Monitoring Cost Estimate
June 7, 2022**

Task	Type	Units	Quantity	Rate	Mark Up	Item Total	Sub Totals	Task Total
1. Work Plan, Project Coordination, HASP Update								
Atlas Labor	Principal	hrs	0.5	165	--	83		
and Expenses	Sr. Project Manager	hrs	6	135	--	810		
	Staff Scientist	hrs	2	95	--	190		
	Administrative	hrs	2	65	--	130		
			Task Total					1,213
2. Groundwater Monitoring								
Atlas Labor	Sr. Project Manager	hrs	2	135	--	270		
and Expenses	Field Technician II (2)	hrs	24	80	--	1,920		
<i>assumes 2 staff/1 day</i>	GW level indicator (2)	day	2	30	--	60		
	Sampling charge	ea	15	15	--	225		
	Mileage	mi	70	0.575	--	40		
							2,515	
Lab Subcontractor	8260 VTAROM	sample	17	82	1.1	1,533		
	<i>15 GW, 1 trip, 1 dup</i>						1,533	
			Task Total					4,049
3. Summary Report								
Atlas Labor	Principal	hrs	1	165	--	165		
	Sr. Project Manager	hrs	4	135	--	540		
	Staff Scientist	hrs	7	95	--	665		
	CADD	hrs	6	85	--	510		
	Administrative	hrs	2	65	--	130		
			Task Total					2,010
							Project Total:	7,271


CLIENT SERVICES AGREEMENT

This AGREEMENT is made this ____ day of _____, 20__, by and between _____ its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at _____ and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at _____.

Whereas, CLIENT intends to employ ATLAS to provide _____ (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: _____

CLIENT: _____

PROPOSAL NAME/NUMBER/DATE: _____

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims

are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a.	Workers' Compensation (statutory)	
	Employer's Liability	
	Each accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
	Disease – Policy Limit	\$1,000,000
b.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
c.	Commercial Automobile Liability	
	Combined Single Limit	\$1,000,000
d.	Errors and Omissions / Professional Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
e.	Contractor's Pollution Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by

ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Service Order.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Service Order's result, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

29. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified (i) or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

34. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

35. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.




The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: 
PRINTED NAME: Joseph J. Hayes, CPG, PG
TITLE: Vermont Operations Manager
DATE: _____

TOWN OF JOHNSON:
(Person authorized to execute contracts)

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

VILLAGE OF JOHNSON:
(Person authorized to execute contracts)

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

TOWN OF JOHNSON ECONOMIC DEVELOPMENT COORDINATOR

Employment Category: Town employee, part-time, FLSA exempt

Reports to: Selectboard

Summary of Duties and Responsibilities:

This position is the part time equivalent of a Department Head and requires a high level of independent judgment, autonomy and administrative capacity.

The Coordinator will serve as a lead visionary for the future of Johnson. They will be the innovative driver of growth in Johnson. Providing visionary leadership to the residents and elected officials of Johnson. They will identify promising goals for the Selectboard and relate the plans and strategies necessary to reach those goals. The ideal candidate will be an individual who is familiar with Johnson's history and will be able to leverage our unique advantages to achieve a brighter future.

The Coordinator will seek out and explore opportunities and means to "brand" and market Johnson. The Coordinator will prioritize maintaining a close relationship with core public partners like Northern Vermont University, the Vermont Studio Center, and the Lamoille North School District.

The Coordinator will identify possible funding sources for proposed or approved projects and provide information to the Selectboard. Working in consultation with the board and the Town Administrator, the Coordinator will manage multiple approved community initiatives and projects and the related communication, administrative, and funding requirements and responsibilities.

Essential tasks, duties, and responsibilities:

- Coordinate, implement and administer approved Community and Economic Development Projects.
- Identify and, if so directed, pursue funding sources to support approved projects.
- Compile studies, reports, plans and other pertinent information on community initiatives.
- Develop agendas and moderate public meetings related to projects.
- Submit periodic progress reports to Select board and attend public meetings as necessary.
- Maintain record keeping system in compliance with appropriate public record laws.

Preferred qualifications for position:

Two or more years of relevant experience.

Grant writing and administration experience

Project management experience

Leadership, oral and written communication, and consensus building skills

Term of Employment:

Hired by the Selectboard after interviews and reference checks. Terms of employment, compensation, and benefits set by the board and governed by Personnel Policy. Six-month probationary period a condition of employment.

Evaluations: Annual evaluations detailing the employee performance will be performed. The employee will be afforded an opportunity to respond to the evaluation. A six-month review will be prepared, and continued employment will be based on a satisfactory review.

Compensation and Benefits: Salary and benefit package to be negotiated with the Selectboard (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

We have a strong commitment to inclusivity: *The people of Johnson embrace inclusiveness and together we will build bridges to understanding, ensuring that all who live, work and visit our town feel welcome and safe. We reject racism, bigotry, discrimination, violence and hatred in all its forms. The things we embrace are kindness, gentleness, understanding, neighborliness, peace, tolerance and respect for and toward all. Together we can have a cooperative, sustainable and thriving community where everyone is honored and valued.*

We prohibit discrimination on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, or any other legally protected status. Applications by members of all underrepresented groups are encouraged.

TOWN OF JOHNSON

PUBLIC WORKS OPERATOR

Employment Category: Town employee

Reports to: Public Works Supervisor.

Summary of Duties and Responsibilities:

This position requires experience with all aspects of highway and bridge maintenance, equipment operation and maintenance job safety, mechanical ability, any other tasks assigned by the Public Works Supervisor and/or Town Administrator.

Essential tasks, duties, and responsibilities:

- This position requires ability to operate town equipment and perform jobs assigned, including general hand labor, truck driving, plowing and sanding, paving and patching, maintaining equipment, roadside mowing, brush and tree removal, general road construction and maintenance, general equipment safety checks.
- Relate to Town citizens in a professional, courteous, and respectful manner. Report complaints to Public Works Supervisor or Town Administrator.
- Accurately report on time sheets to Public Works Supervisor daily activities according to labor categories. Road Foreman may assign hours to the proper time sheet labor category.
- Follow proper safety procedures for job being performed. Report any and all accidents or injuries to the Public Works Supervisor or Town Administrator within 24 hours of event. Accidents or injuries to be reported on forms provided by the Town. Bring personnel problems to the attention of the Public Works Supervisor or Town Administrator in that order or as per requirements of Town of Johnson Personnel Policy.
- Any purchases require prior approval of Public Works Supervisor or other authorized person. Provide copies of all receipts for purchases to Public Works Supervisor. No personal purchases through Town accounts.
- Carry out a regular maintenance schedule for routine and preventative maintenance of equipment as per instructions of Public Works Supervisor.
- Recognize and communicate to Public Works Supervisor any problems or hazards.
- Follow weather conditions affecting highways and be prepared to work if called by the Public Works Supervisor. High priority to winter maintenance: plowing sanding and salting operations. Requires night and weekend work.
- Maintain all required licenses or certifications required to perform their jobs.
- Any other tasks as assigned by the Public Works Supervisor or Town Administrator relating to town operations.

Preferred qualifications for position:

Ability to carry out written or oral directives or instructions.

Mechanical skills a plus.

CDL with endorsements and a clean driving record. CDL drivers subject to Town CDL Policy.

Ability to exercise good judgment when carrying out duties and to maintain good working relationships with the public and fellow employees.

Ability to perform strenuous physical tasks such as bending, lifting, carrying, digging, etc. in all weather conditions.

Final offer of employment subject to passing a physical at discretion of Selectboard.

Term of Employment:

Hired by the Selectboard after interviews and reference checks. Terms of employment, compensation, and benefits set by the board and governed by Personnel Policy. Six-month probationary period a condition of employment.

Evaluations: Annual evaluations detailing the employee performance will be performed. The employee will be afforded an opportunity to respond to the evaluation. A six-month review will be prepared, and continued employment will be based on a satisfactory review.

Compensation and Benefits: Salary and benefit package to be negotiated with the Selectboard (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

We have a strong commitment to inclusivity: *The people of Johnson embrace inclusiveness and together we will build bridges to understanding, ensuring that all who live, work and visit our town feel welcome and safe. We reject racism, bigotry, discrimination, violence and hatred in all its forms. The things we embrace are kindness, gentleness, understanding, neighborliness, peace, tolerance and respect for and toward all. Together we can have a cooperative, sustainable and thriving community where everyone is honored and valued.*

We prohibit discrimination on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, or any other legally protected status. Applications by members of all underrepresented groups are encouraged.

TOWN OF JOHNSON ADMINISTRATIVE ASSISTANT TO THE CLERK/TREASURER JOB DESCRIPTION

Position Title: Administrative Assistant to the Clerk/Treasurer

Employment Category: FLSA Non-Exempt

Reports to: Johnson Clerk/Treasurer

General Summary:

This position serves as the Administrative Assistant to the Clerk/Treasurer for the Town and Village, providing administrative, technical, and clerical support to the Clerk/Treasurer, Listers, Municipal Administrator(s), and the public to support operations of the Municipal Office.

The Administrative Assistant to the Clerk/Treasurer works under supervision of the Clerk/Treasurer. In addition to job functions and requirements of work listed below, the Administrative Assistant to the Clerk/Treasurer must be self-motivated, demonstrate a high degree of trustworthiness, possess a high attention to detail, and ability to retain confidential information.

Essential Job Functions:

- Serve as a public point of contact to process/issue the following: notarize documents, certify documents, voter registration, dog licenses, overweight permits, land postings, hunting licenses, renewal of automobile registrations, town/village sewer permits, town highway access permits, and other town/village permits, as well as answer general information requests
- Assist attorneys, realtors and other professionals conducting research on town records.
- Manage vital records.
- Coordinate with ArcGIS provider to maintain accurate electronic land records.
- Administer current and delinquent tax records and maintain subsidiary tax ledger.
- Manage financial duties including, but not limited to, processing invoices and other accounts payable duties, reconcile bank statements for the Town and Village, collect tax payments, process utility payments, process cash receipts from customers and other town/village departments, and balance cash receipts.
- Acts as primary contact for facility-related vendors and contractors. Maintain preventive maintenance agreements for key infrastructure systems, such as the elevator and HVAC system. Reconcile vendor invoices to ensure they are accurate and in accordance with contract terms and presents them for Town Manager approval. Coordinate building repairs, as needed.
- Coordinate contractor access to municipal building for required annual inspections of the elevator, fire system & fire extinguishers and sprinkler system.
- Administer system controls for building entry doors, security cameras and HVAC system, using vendor-provided software.
- Point of contact for contracted IT support, report IT issues, and aid as needed.
- Coordinate and track upcoming software license renewals and plan for computer equipment upgrades with IT support vendor.
- Manage municipal social media presence
- Support for municipal volunteer committees as needed, including social media management.
- And other duties as assigned.

Requirements of Work:

- Outstanding customer service skills, including a pleasant manner.
- Commitment to public service.
- Willingness to work with others and accept feedback for growth.
- Strong decision making and communication skills.
- Exceptional attention to detail and organizational skills.
- Strong computer and technical skills.
- Ability to train staff, as well as work both independently and with direction.
- Knowledge of community affairs, local committees and organizations is a strong bonus.
- Ability to function in a typical office setting and operate equipment such as computers, copiers, scanners, fax machine, postage machine, cash drawer, etc.
- Ability to work in a fast-paced environment and prioritize quickly at peak times.
- Certification as Notary Public, or willingness to obtain certification.

Preferred Qualifications:

- Related Associates Degree, or Bachelors
- Working knowledge of local government
- Experience with website management
- 4 or more years of experience in a professional/office environment

Physical Demands/Work Environment:

This is an office-based position in a dynamic municipal office. While performing the duties of this job, the employee is required to communicate frequently with the public and other staff members, operate office equipment and move throughout the municipal office. The employees must occasionally lift and or more up to 25 pounds. Work is full time; scheduled hours will be established by the Clerk/Treasurer.

Terms of Employment:

A six month probationary period is a condition of employment.

Evaluations: A six month review will be prepared, and results will determine the continuation of employment. Annual evaluations will be performed and employees should expect regular feedback on performance and soft skills outside the annual evaluations. The employee will be afforded an opportunity to respond to annual evaluations, and conversation is encouraged with all feedback.

Compensation and Benefits:

Compensation and benefits set by the Selectboard and governed by Personnel Policy annually based on satisfactory job performance.

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TOWN OF JOHNSON PUBLIC WORKS DEPARTMENT

Position Title: Public Works Supervisor/Highway Foreman

Employment Category: The position is a full-time, FLSA exempt salaried position.

General Summary:

This is a department head position which operates under general supervision and takes directives from the Town Administrator and reports to the Selectboard. Requires experience with personnel management, all aspects of highway and bridge construction/maintenance, employee/contractor oversight, heavy equipment operation/maintenance, job safety, safety training and oversight, mechanical ability, record keeping, computer use, and communication skills, assistance with budget management and development, any other tasks assigned by the Town Administrator and/or Selectboard.

Essential job Functions:

- Plan, supervise and coordinate daily highway department operations and projects. "Working foreman" position requires ability to operate town equipment and perform same jobs as other department employees when necessary but requires a high level of administrative capacity. **Requires ability to respond quickly and live within 30 minutes travel time of Johnson.**
- Carry out a regular maintenance schedule for routine and preventative maintenance of equipment and department buildings and keep records on all major pieces of equipment.
- Prioritize public works projects and maintain documentation of completed and ongoing progress.
- Read and understand blue prints, construction drawings, bid specifications, surveys, and use a transit, building level or other advanced measuring tools in laying and constructing projects.
- Monitor department operations and respond to problems on a daily basis, including complaints by the public. Relate to Town citizens in a professional, courteous and respectful manner, appropriately responding to their complaints. Where unsure how to handle a complaint, refer it to the Town Administrator or Board Chair.
- Assist in development of annual budget and long term budgetary planning.
- Make and maintain records of all purchases. Review and code invoices for proper budget category and submit to Payroll Officer weekly and manage purchases and department expenses to stay within budget.
- Understand and implement Town adopted Policies, Standards or Ordinances, recognizing that such actions are as a representative of the Town of Johnson.
- Recognize and communicate to Selectboard and or Town Administrator any priority projects or problems.
- Follow weather conditions affecting highways and make provisions for extra maintenance required.
- Maintain a working knowledge of federal, state and local statutes and regulations affecting department operations.
- Meet with the Selectboard at least monthly. Submit reports to Selectboard monthly.
- Any other tasks as assigned by the Selectboard relating to town operations.

Supervisory Functions:

- Manage staff overtime within budgetary requirements. High priority to winter maintenance: plowing sanding and salting operations. Requires night and weekend work.
- Ensure that all employees maintain all required licenses or certifications required to perform their jobs.
- Recommendations for hiring/firing or disciplining of employees in accordance with the Personnel Policy.
- Prepare annual written performance review of each employee based on job descriptions.
- Review and verify employee time sheets and submit to Payroll Officer on specified day. Ensure that employees assign hours to the proper time sheet labor category.
- Supervise highway personnel to obtain top quality workmanship, efficiency, employee satisfaction and morale.
- Responsible for development and oversight of employee safety programs and training. Responsible for regulatory and codes and standards compliance. These include but not limited to VOSHA, MUTCD, CDL, MSHA, State and Federal Motor Carrier Rules, VTRANS Standards, Stream Alteration and Water Quality Rules and Regulations and any other applicable rules, regulations and standards.
- Ensure proper safety procedures and personal protective equipment are employed, bring safety violations or unusual personnel problems to the attention of Town Administrator.

Education/Training:

- ~ High school education or equivalent preferred.
- ~ Education, training or work experience in civil engineering or related field beneficial.

Experience:

- ~ Five years experience with heavy equipment operation, road construction and road maintenance.
- ~ Experience or working knowledge of paving and paving materials and practices, bridge maintenance, drainage and culvert construction, and storm water and erosion control maintenance and best practices.

Required Skills:

- ~ Ability to read blueprints, surveys and job and bid specifications.
- ~ Ability to use computers spreadsheet, data base, word processing and specialized software programs and to maintain digital employee records for safety and training, etc.
- ~ Ability to carry out complex written or oral directives or instructions.
- ~ Ability to use a transit and other tools to establish grades and lay out projects.
- ~ Advanced mechanical skills a plus.
- ~ Ability to work with and effectively supervise employees.
- ~ CDL with endorsements and a clean driving record. Class B required Class A preferred.
- ~ Ability to exercise good judgment when carrying out duties and to maintain good working relationships with the public and fellow employees. Strong written and verbal communication and interpersonal skills essential.
- ~ Ability to perform strenuous physical tasks such as bending, lifting, carrying, digging, etc. in all weather conditions.
- ~ Final offer of employment subject to passing a physical and CDL requirements.

Term of Employment:

Hired by the Selectboard after interviews and reference checks. Terms of employment, compensation, and benefits set by the Selectboard and governed by Personnel Policy. Six month probationary period a condition of employment.

Evaluations: Annual evaluations detailing the performance of the Road Foreman. The Foreman will be afforded an opportunity to respond to the evaluation. A six month review will be prepared and continued employment will be based on a satisfactory review.

Compensation and Benefits: Salary and benefit package to be negotiated with the Selectboard (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

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We prohibit discrimination on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, disability, veteran status, marital status, or any other legally protected status. Applications by members of all underrepresented groups are encouraged.

Johnson Town Administrator and Community and Economic Development Director Job Description

Position Title: Town Administrator and Community and Economic Development Director

Employment Category: FLSA Exempt

Reports to: The Town Selectboard with guidance from the Johnson Planning Commission

General Summary: This Job description highlights the fact that the job has two distinct aspects and functions, with emphasis on both roles.

Town Administrator:

The Town Administrator's mission is to support the Selectboard in carrying out their duties and responsibilities to the ultimate benefit of the Town of Johnson. To that end, the Town Administrator is responsible for planning, organizing, directing, and coordinating the affairs of the Town in areas not directly the responsibility of others, for assisting the SelectBoard in developing policies for the general direction of Town affairs, for planning long-range programs for Town Departments, and responsible for the performance of administrative and technical duties as assigned by the board.

The Administrator is also the Board's direct representative and is responsible for general oversight of Town Departments and staff, in accordance with Board policy and directives.

Work is performed independently with general policies established by the Selectboard.

Essential Job Functions:

- The Town Administrator is responsible to the Selectboard and will attend the meetings of the Selectboard. Direct assistance to the Selectboard shall include, but not be limited to, the following: To carry out the decisions, policies, regulations, programs and plans of the Selectboard and to cause duties required of the town not committed to the care of any other officer to be duly performed and executed, including signing forms, reports, requisitions and other documents. Where immediate action is required and such a decision involves a significant policy issue, the Administrator shall first seek the concurrence of the board chair, who may elect to convene a special meeting, but in any case, they shall act in accordance with Board policy.
- To have general supervision over town/village buildings (as agreed to by the town and village boards, and town lands, equipment, tools, and other property, and to coordinate with Department Heads to keep the same in good repair, and to propose replacements or additions as needed to the boards for their approval.
- To have general oversight of town departments, and all other administrative functions, except those exercised by other elected town/village officers;
- To insure that the essential functions of the town are carried out where action is needed, required or desirable prior to a scheduled Board meeting, up to and including authorizing orders on the general fund of the town for regular and necessary expenditures as established by the boards purchasing policies. Where such actions are taken the Administrator shall report the actions to the board at the next scheduled meeting. Where action requires a substantial expenditure of funds, the Administrator shall first seek the concurrence of the board chair.
- Summarize and organize materials into report form for Selectboard and warn and notice meetings;
- Research topics of concern and prepare action recommendations as requested by the Board. Serve as a representative of the Selectboard or as designated contact in communications with Local, State, and Federal and other agencies in matters pertaining to the Town.
- Additional duties which may be required and assigned include acting as Administrative Officer for code administration and enforcement, Health Officer or Deputy Health Officer and Road Commissioner.
- Act as liaison between the Trustees, Selectboard, Village Administrator, boards, committees, officials, and employees, so as to foster cooperation and communication.
- Develop and maintain a list of projects, appropriate priorities, and action program, including a time/due-date calendar;
- Research funding sources and where appropriate, prepare grant applications and administer approved grants;

- Assist Selectboard in using their time and facilities most effectively;
- Assist and coordinate the preparation of the Town's financial programs, including annual budgets and monthly financial reports;
- Investigate methods for improving cost control and containment and increasing efficiency of Town services. Institute such methods as approved by the Selectboard.
- Perform such other tasks and assume such other responsibilities as the Selectboard may assign or delegate.

Summary of Duties and Responsibilities: Community and Economic Development Director:

Act as staff to the Johnson Planning Commission. The JPC may review potential projects and make recommendations for approval to the Selectboard, who will approve projects prior to implementation. The Selectboard may assign work at any time on their own initiative.

Where appropriate the Director will work jointly with JPC to ensure adequate public review of projects. JPC may also offer direction to the Director to ensure coordination and compliance with Municipal Development Plans or other applicable plans and initiatives.

The Director will liaison with and facilitate communication between various town boards and commissions, committees, community and business groups, consultants, (such as Johnson State College, Vermont Studio Center, Johnson Works) and state, local and federal officials as necessary. The Director will seek out and explore opportunities and means to “brand” and market Johnson.

The Director will identify possible funding sources for proposed or approved projects and provide information to the appropriate boards as above. If authorized, the Director will seek funding as appropriate in support of projects and to support this position. Working in consultation with the Board(s) the Director will manage multiple approved community initiatives and projects and the related communication, prioritization, administrative and funding requirements and responsibilities.

Essential tasks, duties, and responsibilities:

- Coordinate, implement and administer approved Community and Economic Development Projects and Grants and projects related to community and economic development.
- Identify and pursue any and all funding sources to support approved projects.
- Administer grants and act as Project Manager, including preparation of required reports and supporting documentation.
- Compile studies, reports, plans and other pertinent information on community and economic development initiatives.
- Assist with development of project prioritization matrix as requested by the above boards
- Develop agendas and moderate public meetings related to projects.
- Submit periodic progress reports to Select board and Planning Commission and attend meetings as necessary.
- Promote inter-organizational communication between local, county and state stakeholders Keep current on county, state, and federal initiatives.
- Develop and maintain record keeping system in compliance with Open Meeting Law.

Desired Skill Sets:

- Knowledge of public administration, with particular reference to municipal administration, including the basic principles of organization, budget preparation and budget management;
- Knowledge of Town organization and functions;
- Knowledge of the relationships within local government and other levels of government;
- Knowledge of research methods and techniques utilized to assemble, organize, and present in written or oral form statistical, financial, or factual information derived from a variety of sources;
- Knowledge of the laws, ordinances, and other requirements governing local government;
- Computer and spreadsheet literacy, good writing and presentation skills.
- The Town Administrator will be selected with special reference to experience in the area of business, financial, or municipal management; knowledge and familiarity with local, state and federal government procedures.

Qualifications:

- Bachelor's Degree in Business or Public Administration, Planning and Development or related field or
- Minimum of five years of experience in an advanced administrative capacity in either a municipal or business environment
- Ability to deal with the public, other officials, members of other boards and state and federal officers or representatives in a manner that is diplomatic, firm, and knowledgeable
- Such alternatives to the above qualifications as the Selectboard may find appropriate and acceptable

Working Conditions/Physical Demands:

The hours of the position will be established by the Selectboard. Work is full time salaried and requires non regular hours. This time will include attending regular and work session meetings of the boards and such others as required by the Selectboard.

Term of Employment:

Hired by the Selectboard after interviews and reference checks. Terms of employment, compensation, and benefits set by the Selectboard and governed by Personnel Policy. Six month probationary period a condition of employment.

Compensation and Benefits: Salary and benefit package and contract to be negotiated with the Selectboard (subject to Personnel Policy) annually and based on satisfactory job performance.

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.

<p>*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.</p>
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Approved By Selectboard on: April 20th, 2016

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement (hereinafter called “Agreement”) between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the Town of Johnson, a municipal corporation with its principal place of business at 293 Lower Main West, Johnson, VT 05656, (hereinafter called “Grantee”). If Grantee does not have a Business Account Number, it is the Grantee’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 is implementation of clean water improvements to address road-related water quality issues. Detailed services to be provided by the Grantee are described in Attachment A – Scope of Work and will be performed in accordance with Attachment B – Payment Provisions, Attachment C – Standard State Provisions for Contracts and Grants and Attachment D – Other Grant Agreement Provisions.
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 Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State, including the Attorney General, and Grantee.
6. Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments: This Grant Agreement consists of 15 pages including the following attachments which are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (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

8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

(1) Standard Grant Agreement

(2) Attachment C (Standard Contract Provisions for Contracts and Grants)

(3) Attachment D (Other Grant Agreement Provisions)

(4) Attachment A (Scope of Work)

(5) Attachment B (Payment Provisions)

(6) Grantee's application and supporting documentation

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

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

**GRANTEE
TOWN OF JOHNSON**

Signature: _____

Signature: _____
(Signature/Sign)

Name: Joe Flynn

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 #: BR0977		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Johnson CWFB023-321			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$15,200.00	
		⁶ Total Award Amount: \$15,200.00	
⁷ Award Start Date: Jul 01, 2022		⁸ Award End Date: Jun 30, 2023	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Vendor #: 0000040302		¹¹ Grantee Name: Town of Johnson	
¹² Grantee Address: 293 Lower Main West			
¹³ City: Johnson		¹⁴ State: VT	¹⁵ Zip Code: 05656
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: \$ <u>\$3,800.00</u> Description: 20% Required Match	
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 Identifier [UEI] #: DVFTTG78J188		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 Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$15,200.00	\$15,200.00	Clean Water Funds
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		Total Awarded - All Funds	\$0.00	\$15,200.00	\$15,200.00		

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Alan May TITLE: Better Roads Project Coordinator PHONE:Cell (802) 828 - 4585 EMAIL: alan.may@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Brian Story TITLE: Town Administrator PHONE:Office: (802) 635 - 2611 EMAIL: tojadministrator@townofjohnson.com</p>
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ATTACHMENT A SCOPE OF WORK

1. LOCATION OF WORK

The work described below involves the following town highways:

Lendway Lane TH#44

2. SCOPE OF WORK

The work to be completed shall be as described within the Grantee's application and supporting documentation accept as modified by the Special Conditions noted below and generally described here:

Culvert - Upgrade ; Grass Lined Ditch

The Grantee shall complete work in accordance with specifications contained in the Vermont Better Backroads Manual, ANR Stormwater Manual, Green Stormwater Infrastructure sizing tool for small sites, or other applicable manual(s).

3. SPECIAL CONDITIONS

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

**ATTACHMENT B
PAYMENT PROVISIONS**

The State agrees to compensate the Grantee for services performed up to the maximum 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.

If the project is not completed within the duration specified in the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

The Grantee shall invoice the State with properly documented bills that clearly reference the Project name and number, which Grantee shall send to:

Name: **Alan May, Better Roads Project Coordinator**
Division: Municipal Assistance Bureau
Address: Vermont Agency of Transportation
 One National Life Drive
 Montpelier, VT 05633-5001

In addition to properly documented invoices, the Grantee must provide the State with the following documentation for the State to release the grant award:

Category A

1. A copy of the inventory report generated by the use of the grant funds. The State also may require additional products specific to the Grantee’s project.
2. A Municipal Invoicing Spreadsheet, using the template provided by the State.

Categories B, C, and D

1. Four color photographs, two of which shall show the project during construction and two of which shall show the project after completion.
2. Municipal Invoicing Spreadsheet
3. Project Summary of Work Completed and Expected Benefits.

At its option, the State may subject the Grantee’s project to a final inspection.

**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 grant 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.*



Issue Date: 01/01/2022

Policy Number: P3352022

Certificate #: 6

CERTIFICATE OF COVERAGE

Company Affording Coverage

Named Member

Town of Johnson
 Attn: Brian Story
 PO Box 383
 Johnson, VT 05656

VLCT Property & Casualty Intermunicipal Fund, Inc.
 89 Main Street Suite 4
 Montpelier, VT 05602

This is to certify that the policies of coverage listed below have been issued to the named member listed above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, definitions, exclusions, and conditions of such policies. Note that limits shown may have been reduced by paid claims.

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2022 - 01/01/2023	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2022 - 01/01/2023	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2022 - 01/01/2023	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2022 - 01/01/2023	\$10,000,000 Per Occurrence
Other: The State of Vermont and its agencies, departments, officers and employees are included as an additional covered party (additional insured) for General Liability, Automobile Liability and Property Damage, but only in respect to operations by or on behalf of the Named Member, as respects the grant. Coverage shall be primary and noncontributory with any other insurance, when required by contract.		
Certificate Holder: State of Vermont Agency of Transportation-Contract Administration 219 North Main Street, Suite 105 Barre, VT 05641	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____